



CLATSOP COUNTY

BOARD OF COMMISSIONERS AGENDA WORK SESSION & REGULAR MEETING VIRTUAL MEETING

Wednesday, February 24, 2021

BOARD OF COMMISSIONERS:

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

commissioners@co.clatsop.or.us

CONTACT:

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.

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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 to commissioners@co.clatsop.or.us which will be provided to the Board and submitted into the record .

WORK SESSION: 5:00 PM

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

TOPICS:

1. Legislative Update {25 min}
- [2.](#) Budget Committee Appointments {5 min} {Page 4}
- [3.](#) Short-Term Rental Ordinance Revisions and Short-Term Rental Policy Discussion {25 min} {Page 20}

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

PUBLIC HEALTH UPDATE

PROCLAMATION

- [4.](#) Proclaiming February 20 -27, 2021 as National FFA Week {Page 188}

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

CONSENT CALENDAR

- [5.](#) Board of Commissioners Minutes 1-13-21 {Page 190}
- [6.](#) Board of Commissioners Minutes 1-27-21 {Page 195}
- [7.](#) Intergovernmental Agreement # 159804 Amendment # 18 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health {Page 200}
- [8.](#) Memorandum of Understanding between Clatsop County and the Cities of Astoria, Seaside and Warrenton for Cooperation in the Provision of Library Services {Page 220}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

BUSINESS AGENDA

- [9.](#) Personal Service Contract for Boarding Docks at Westport County Park {Page 228}
- [10.](#) Personal Service Contract for Boat Ramp Planks at Westport County Park {Page 294}
- [11.](#) Oregon State Marine Board Facility Grant Intergovernmental Agreement 1670 {Page 328}
- [12.](#) FY 2020-21 Budget and Appropriations Adjustment for Clatsop County Parks {Page 356}
- [13.](#) 457 Deferred Comp Consultant contract with Hyas Group {Page 360}
- [14.](#) Approval of the 2020-2023 Collective Bargaining Agreement between Clatsop County and Clatsop County Law Enforcement Association (CCLEA) {Page 368}

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

February 24, 2021

Topic: Budget Committee Appointments
Presented By: Monica Steele, Assistant County Manager

**Informational
Summary:**

Appoint a new member to the vacant seat in District 3 County-wide Budget Committee; appoint a new member to a vacant seat on the Road District #1 Budget Committee; and appoint a new member to a vacant seat on the 4-H & Extension District Budget Committee.

County Wide Budget Committee

There are currently two vacancies on the County-wide Budget Committee for Districts 3 and 4; vacancies were advertised beginning in January 2021 and will continue to be advertised through the end of February. The term for district 3 is a full-term appointment expiring in February 2024; and the district 4 term is an unexpired term and will end in February of 2022. When possible, it is the intent to fill vacancies with a representative from each district.

The following table is a summary of the applicants that were received for the County-Wide Budget Committee, years of residency within the county as well as relevant governmental experience. Additional background information on the applicants can be found on the attached application.

Applicant / District	Years of Residency	Relevant Government Experience
Josh Marquis / District 3	26	Prior District Attorney for Clatsop County

Current members of the County wide Budget Committee:

- Norman Brown/ District 5/ Term expiring February 28, 2022
- Andy Davis/ District 1/ Term expiring February 28, 2022
- Esperanzita (Tila) Montero/ District 2/ Term expiring February 28, 2023

Road District #1 Budget Committee

There are currently four vacancies on the Road District #1 Budget Committee; vacancies were advertised beginning in January of 2021 and will continue to be advertised through the end of February.

The following table is a summary of the applicants that were received for the Road District #1 Budget Committee, years of residency within the county as well as relevant governmental experience. Additional background information on the applicant can be found on the attached application.

Applicant / District	Years of Residency	Relevant Government Experience
Ben Bartlett / Road District 1	62	Knappa School District #4 Budget Committee

Current members of the Road District #1 Budget Committee:

- Pat O’Grady / Term expiring February 28, 2023

4-H & Extension District Budget Committee

There are currently three vacancies on the 4-H & Extension District Budget Committee; vacancies were advertised beginning in January of 2021 and will continue to be advertised through the end of February.

The following table is a summary of the applicants that were received for the 4-H & Extension District Budget Committee, years of residency within the county as well as relevant governmental experience. Additional background information on the applicant can be found on the attached application.

Applicant / District	Years of Residency	Relevant Government Experience
Patrick Duhacheck/ 4-H & Extension District Budget Committee	8	Seaside Civic and Convention Center Board Member, Sunset Empire Park & Recreation Budget Committee

Current members on the 4-H & Extension District Budget Committee:

- Kurt Englund/ Term expiring February 28, 2023
- Lois Perdue/ Term Expiring February 28, 2023

Westport Sewer District Budget Committee

There are currently four vacancies on the Westport Sewer District Budget Committee; vacancies were advertised beginning in January of 2021 and will continue to be advertised through the end of February. No other applicants received at this time.

Current members on the Westport Sewer District Budget Committee:

- Wanda Harris/ Term expiring February 28, 2023

Attachment List

- A. Current Budget Committee Members
- B. County-wide Applicants
- C. Road District #1 Applicants
- D. 4-H & Extension District Applicants

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: 1 FEB 2021

PATRICK DUHACHEK
Name

89736 SEALES RD
Mailing Address

WARRENTON, OR 97146
City

Street Address: SAME

Email: pduhachek@gmail.com

Home Telephone: _____

Other Telephone: (858) 774-4678

work cell phone)

Current Occupation: SELF EMPLOYED

Years Resident of County: 8

Do you live within the city limits: Yes No

In which Commission District do you reside: 1 2 3 4 5

Committee, Board of Commission Applied for:

1. 4-H & EXTENSION DISTRICT BUDGET COMMITTEE

2. _____

3. _____

Background (Relevant education, training, experience, etc.):

B.S., MANAGEMENT, PARK UNIVERSITY, 2011, CUM LAUDE

RETIRED U.S. NAVAL OFFICER 1981-2004

RETIRED LOGISTICS ENGINEER, NORTHROP GRUMMAN

GREW UP IN IOWA WORKED ON FARMS IN MY YOUTH.

ENJOYS RESTORING ANTIQUE TRACTORS.

Please complete other side →

Describe your interest in serving on this Board, Committee or Commission:

ENJOY COMMUNITY SERVICE. CURRENTLY SERVING ON SEASIDE CIVIC AND CONVENTION CENTER COMMISSIONER'S BOARD AND THE SUNSET EMPIRE PARK RECREATION BUDGET COMMITTEE. I BELIEVE 4-H IS AN IMPORTANT PROGRAM TO INTRODUCE OUR YOUTH TO THE PROPER USE AND PRESERVATION OF OUR PUBLIC & PRIVATE LANDS.



Signature

Return Form To: County Manager's Office
800 Exchange St., Ste. 410 email: commissioners@co.clatsop.or.us
Astoria, OR 97103
Fax: 325-8325

Jennifer Carlson

From: Theresa Dursse
Sent: Tuesday, February 2, 2021 2:38 PM
To: Jennifer Carlson; Bryan Hall
Subject: FW: Form submission from: Committee Application - Online

Theresa Dursse
Senior Administrative Supervisor
Clatsop County Manager's Office
800 Exchange St., Ste. 410
Astoria, OR 97103
Office: 503-338-3621
Mobile: 503-298-8559

-----Original Message-----

From: Clatsop County Oregon via Clatsop County Oregon <clatsop-county-or@municodeweb.com>
Sent: Tuesday, February 2, 2021 2:31 PM
To: Theresa Dursse <tdursse@co.clatsop.or.us>
Subject: Form submission from: Committee Application - Online

Submitted on Tuesday, February 2, 2021 - 2:30pm Submitted by anonymous user: 192.168.5.254 Submitted values are:

Date: Tue, 02/02/2021

Name: Joshua Marquis

Mailing Address: PO Box 477

City: Astoria

Street Address: 1219 Jerome

Email: coastda@gmail.com

Telephone: 5037910012

Current Occupation: semi-retired lawyer

Years Resident of County: 26

In which Commissioner District do you reside? 3 Committee, Board or Commission applied for: Budget Committee

Background (relevant education, training, experience, etc.):

District Attorney, Clatsop County, 1994-2018 Chief Deputy DA, Deschutes County, 1990-1994 Chief Deputy DA, Lincoln County 1985-1989 Describe your interest in serving on this Committee, Board or Commission: After having served as an elected official and department head in Clatsop County for a quarter century I am very well acquainted with the issues and resources surrounding the county budget. I am a state retiree, so I have no conflicts of interest with the county.

The results of this submission may be viewed at:

<https://www.co.clatsop.or.us/node/2050/submission/9372>

Joshua K. Marquis

P.O Box 477

Astoria, OR 97103

503-325-1709 (home)

503-791-0012 (cell)

e-mail: coastda@gmail.com

personal website: <http://coastda.com>

2019-now, Director of Legal Affairs and Enforcement, Animal Wellness Action, Washington DC - appointed March 2018 to help establish national anti-cruelty policy organization. Responsible for recruiting and working with law enforcement

1994- 2018, District Attorney, Clatsop County, OR – appointed in 1994, ran in a contested race two months later and won election by a 4 to 1 margin. Re-elected without

opposition in 1998, 2002, 2006, 2010, and 2014. Supervised a staff of 20, including six lawyers. Trial prosecutor in major cases, including homicide cases.

1990-1994, Chief Deputy District Attorney, Deschutes County, OR – Served as second in command of office of approximately 30, including supervision of 10 lawyers. Successfully tried all homicide cases including capital case of State vs. Guzek (three times over 20 years).

1989-1990, Trial attorney, law firm of Horton and Koenig, Eugene, OR. Practiced civil and criminal law including defense in three capital murder cases

1985-1989, Chief Deputy District Attorney (1988-89), Lincoln County District Attorney, Newport, OR . Felony trial lawyer including trial of all homicide cases during tenure. Included murder trial against Wyoming attorney Gerry Spence which resulted in the only time Spence ever lost a murder trial.

1984-1985, Special Asst. to the Attorney General, California Attorney General's Office, Los Angeles, CA – served as sole speechwriter and policy advisor to Attorney General John Van de Kamp.

1982-1983, Reporter-Columnist, Los Angeles DAILY JOURNAL - was criminal law reporter and columnist for nation's largest legal daily newspaper

1973-1984, Deputy District Attorney, (1981-84), Lane County District Attorney's Office, Eugene, OR. Started as law clerk while still in college, became consumer fraud investigator and finally Deputy D.A. Prosecuted more than 100 jury trials.

EDUCATION

Bachelor of Arts (Honors College), University of Oregon, 1977

Juris Doctor, University of Oregon School of Law, 1980

PROFESSIONAL ACTIVITIES

Special Assistant United States Attorney, 1991-1996

Vice-Chair, ABA Criminal Justice Council, 2013

Member, ABA Criminal Justice Council, 2009-2012

Member, Oregon Criminal Justice Commission, 2005-2009

Member, Executive Committee, National District Attorneys Association, 2008-2012, 2016-2018

Member, Board of Directors, Animal Legal Defense Fund, 2002-2013

Member, Humane Society of the United States, National Law Enforcement Council, 2013-2018

Vice President, National District Attorneys Association, 2005- 2008

President, Oregon District Attorney's Association, 2001

Executive Committee, Oregon District Attorney's Association, 1995-2001

Co-Chair, Policy Ethics, and Communications Committee, NDAA 2000-2002

Co-Chair, Capital Litigation Committee, NDAA, 2002-2006

Co-Chair, Media Relations Committee, NDAA, 1998-2016

Oregon State Director, Board of Directors, NDAA, 1997-2005

Executive Committee. Oregon State Bar Criminal Law Section 1995-1997

Member, Oregon State Bar Press-Bar-Broadcasters Committee, 1985-1987

Member, Governor's Advisory Committee on Community Corrections, 1995-1997

Member, Governor's Advisory Committee on DUII, 1984-1988

Rotary Club of Astoria, 1994-present (Paul Harris Fellow (x2)

The Lighthouse, Astoria, OR (child abuse assessment center), founding member, Board of Directors, 1999-2009)

Awards, Public Appearances and Publications

Debated at NEW YORKER FESTIVAL on capital punishment, October, 2011

Member, Criminal Justice Council, American Bar Association, 2006-2009

Co-author, DEBATING THE DEATH PENALTY, Oxford University Press, 2004

"The Myth of Innocence," Winter 2005 edition of Journal of Criminal Law

Testified before United States Senate Judiciary Committee at invitation of Senator Orrin Hatch, June 2000 regarding DNA legislation.

Testified before the United States House Judiciary Committee in 2005

Debated at Senate Democratic Policy Committee, July 2000 at invitation of Sen. Byron Dorgan

Testified before U.S. Senate Judiciary Committee on "Wrongful Convictions" in 2012 at request of Sen. Charles Grassley

Commentary, National Public Radio on capital punishment, aired June 13, 2000

Opinion pieces in NEW YORK TIMES, WALL STREET JOURNAL, OREGONIAN, REGISTER-GUARD, BEND BULLETIN, WASHINGTON TIMES, LOS ANGELES TIMES, and NATIONAL LAW JOURNAL on victims' rights, capital punishment & other justice issues

Debate on capital punishment, VOICE OF AMERICA radio and television, 2000

NPR, Talk of the Nation, 2000

WAMU - Diane Rehm Show, 2000, 2001, 2005

Commentator, CourtTV's Primetime Justice program, 1997-1998

DUII Prosecutor of the Year award, Oregon State Police, 2003

Jolene Malone Aggressive Prosecutor Award, Animal Legal Defense Fund, 1995

Outstanding Service Award. International Assoc. of Arson Investigators, 1995

William J. Shaefer Award, AGACL, 2006

Top Ten Animal Protectors in America, ALDF, 2014

Co-author, STATE OF CRIMINAL JUSTICE IN AMERICA, ABA, 2012

Co-author, STATE OF CRIMINAL JUSTICE IN AMERICA, ABA, 2013

Co-author, "Media Coverage in Criminal Justice Cases," ABA, 2013

Co-author, "Doing Justice, Prosecutor Guide to Ethics," NDAA 2007

Keynote Speaker, ASSOCIATED PRESS Convention, April 2002

Speaker, Association of Government Attorneys in Capital Litigation, Las Vegas, NV, July, 2002, July 2006

Speaker, DA's Associations in California, New Mexico, Indiana, Kentucky, Arkansas, Virginia,

Idaho, Utah, Arizona, Texas, Pennsylvania, North Carolina, South Carolina, Georgia, Kansas

Faculty, National District Attorney Association Advocacy Center, University of South Carolina, Columbia, SC 2000-2011, 2016

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: January 19, 2021

Ben Bartlett
Name

91877 Akerstedt Road
Mailing Address

Astoria OR 97103
City

Street Address: same Email: cjbartlett@centurytel.net

Home Telephone: n/a Other Telephone: 503-741-0937
 work cell phone)

Current Occupation: Shop Foreman

Years Resident of County: 62

Do you live within the city limits: Yes No

In which Commission District do you reside: 1 2 3 4 5

Committee, Board of Commission Applied for:

- 1. Road District 1 Full-time Budget
- 2. Road District 1 unexpired term Budget
- 3. Clatsop County Budget

Background (Relevant education, training, experience, etc.):

Served on Rural Law Road District Budget Committee several years ago.
Serving on Knappa School District No. 4 Budget Committee for several years.

Please complete other side →

Describe your interest in serving on this Board, Committee or Commission:

Having been involved over many years in this capacity, I would like to serve my county and community, again, by giving my time to the Budget process.



Signature

Return Form To: County Manager's Office
800 Exchange St., Ste. 410
Astoria, OR 97103
Fax: 325-8325
email: commissioners@co.clatsop.or.us

Budget Committee

Norman Brown
3041 Evergreen Drive
Seaside OR 97138

Position: District 5 Status: Member
Phone:
Term:
Term Exp Date: 02/28/2022
E-Mail: norman.b3@sbcglobal.net

Remarks:

Andy Davis
376 3rd Street, Apt. 2
Astoria OR 97103

Position: District 1 Status: Member
Phone: 5037415283
Term: 1st
Term Exp Date: 02/28/2022
E-Mail:

Remarks:

~~Dannell Davis
741 Erie Alley
Astoria OR 97103~~

VACANT

Position: District 3 Status: Member
Phone: 503-680-2137
Term: 1st
Term Exp Date: 02/28/2021 2/28/2023
E-Mail:

Remarks:

Esperanzita (Tila) Montero
135 6th Ave
Seaside OR 97138

Position: District 2 Status: Member
Phone: 440-4454
Term:
Term Exp Date: 02/28/2023
E-Mail: eifxcm@gmail.com

Remarks:

~~Sam Patrick
93111 Ritter Road
Astoria OR 97103~~

VACANT

Position: District 4 Status: Member
Phone: 458-6881/503-298-9860
Term:
Term Exp Date: 02/28/2022
E-Mail: 918sam@centurytel.net

Remarks:

Kurt Englund
PO Box 296
Astoria OR 97103

Position: Status: Member
Phone: 325-2098 (w)325-4341
Term:
Term Exp Date: 02/28/2023
E-Mail: kenglund@englundmarine.com

Remarks:

~~Ed Johnson
94436 Mustonen Road
Brownsmead OR 97103~~

~~Position: Status: Member
Phone: 458-6398 (H) 458-6461 (W)
Term: 4th
Term Exp Date: 04/30/2020
E-Mail: yinnij@yahoo.com~~

Expired

Remarks:

Lois Perdue
80225 Hamlet Rd.
Seaside OR 97138

Position: Status: Member
Phone: 503-738-6005
Term:
Term Exp Date: 02/28/2023
E-Mail: loisperdue@hamptonlumber.com

Remarks:

Wanda Harris
90766 Alderwood Road
Westport OR 97016

Position:
Phone: 360-612-7027
Term:
Term Exp Date: 02/28/2023
E-Mail: wanda.harris2@yahoo.com

Status: Member

Remarks:

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

February 24, 2021

Topic: Short-Term Rental Ordinance Revisions and Short-Term Rental Policy Discussion

Presented By: Gail Henrikson, Community Development Director

**Informational
Summary:**

BACKGROUND

On January 14, 2018, the Board adopted Ordinance 18-01, establishing criteria and standards for short-term rental units in unincorporated areas of Clatsop County, excluding Arch Cape.

Following adoption, staff prepared an application package for property owners and began implementing and administering the provisions of the ordinance. During the course of that process, staff identified procedural and application requirements that were not foreseen and thus not included in the original ordinance. Staff also identified specific items included in the ordinance that should be revised to reflect actual procedures associated with processing short-term rental applications. These revisions were presented to the Board of Commissioners in the fall of 2018 and were formally adopted by Ordinance 18-09 on December 12, 2018.

Following adoption of Ordinance 18-09, staff continued to refine the procedures and application requirements associated with short-term rental units. On October 30, 2019, the Board approved a second set of amendments (Ordinance 19-04, **EXHIBIT A**) to clarify procedures and address concerns from Public Health, Assessment and Taxation and Community Development.

CODE COMPLIANCE AND ORDINANCE ENFORCEMENT

Since adoption of the original ordinance in 2018, code compliance staff have continued to see an increase in the number of complaints related to short-term rentals. These complaints are predominately associated with noise, garbage, parking, over-occupancy and trespassing. Other complaints relate to the use of open fires and lack of beach safety, which are not under the jurisdiction of code compliance staff.

Due to the continued increase of complaints, code compliance staff began conducting a series of community meetings in July 2020, with

the intent of conducting such meetings on a quarterly basis. To date, code compliance has held the following community meetings:

1. Falcon Cove Beach:
 - July 28, 2020
 - November 13, 2020
 - January 26, 2021
2. Arch Cape:
 - October 14, 2020
 - January 27, 2021
3. Clatsop Plains:
 - October 30, 2020
 - January 28, 2021

During those meetings, public comment was shared both in-person and in writing. These comments are primarily focused on quality of life concerns raised by residents and concerns about improper enforcement of the ordinances and real/perceived harassment concerns expressed by short-term rental owners. Larger concerns relate to traffic, water, exposure to the coronavirus, and the County's use of transient room taxes collected from short-term rental units. These comments have been compiled and are included as **EXHIBITS C-J**.

A majority of complaints related to short-term rental units occur during the evening or on weekends and holidays when staff is not available. In order to increase the level of code compliance response, the County entered into a contract with LodgingRevs to provide a 24/7 short-term rental complaint hotline. The hotline, which became effective November 24, 2020, provides a live person on weekends, evenings and holidays who can be contacted by the public. LodgingRevs representatives will then contact the named agent of record regarding any complaints received and attempt to resolve those complaints immediately.

PROCEDURAL AMENDMENTS

As discussed above, two previous amendments to the short-term rental ordinance have been approved by the Board in order to address procedural considerations and requirements. As a result of the quarterly short-term rental meetings and comments received from community members, Code Compliance staff, working in conjunction with staff from the Sheriff's Office, Assessment and Taxation, Public Health, Public Works, County Counsel, Building Codes, and Land Use Planning, are proposing the procedural changes identified in **EXHIBIT B** to the county's short-term rental ordinance. **Some of these procedural items will require input and direction from the Board.**

These recommended changes are intended to clarify specific requirements, further detail the enforcement process and complaint

priorities, and explicitly state how occupancy shall be determined based upon sewage capacity. The revisions are to assist staff in better implementing and enforcing the provisions of the ordinance and to provide clarity and transparency for the process to the public.

“BIG TICKET” POLICY ITEMS

As evidenced by the community comments in **EXHIBITS C-J**, there continue to remain broader policy issues, which will require direction from the Board. These issues include:

PROHIBITIONS / LIMITATIONS

1. Should there be a cap on the total number of short-term rental units allowed in unincorporated Clatsop County?
2. Should short-term rental units be allowed in single-family residential zones?
3. Should short-term rentals be allowed in any legally-existing dwelling within unincorporated Clatsop County, even if those dwellings are in commercial, industrial, agricultural or forestry zones?
4. Are there any geographic areas where short-term rentals should be prohibited regardless of zoning?
5. If no future short-term rental units are to be prohibited or limited in certain areas or zones, will existing short-term rental units be allowed to continue (i.e., “grandfathered” in)?
6. If units are “grandfathered” in, would there be a timeframe to amortize them? Can they only be inherited?

TRANSIENT ROOM TAX

7. How should discretionary transient room taxes be utilized by the County, particularly those taxes collected from the southwest area of the county?

ENFORCEMENT / COMPLIANCE

8. Should permits be required to be renewed every two years instead of the five years currently authorized by a short-term rental permit?
9. Should permit fees be increased?
10. How vigorously should code compliance prosecute offenders and revoke licenses?
11. Should people who knowingly submit false complaints face a penalty?
12. Should there be an absolute, zero-tolerance “three strikes” rules, that would require staff to revoke a short-term rental permit once three complaints were received, even if those complaints were not verified by staff?
13. Should the Arch Cape STR ordinance and Ordinance 18-01 (amended) be combined into one ordinance with the same rules for all STRs?

14. Should STRs be required to have either the property owner or the property manager live on-site?

SUMMARY

The questions above are posited as a starting point for future discussions. Staff understands that these are broad policy issues that will require significant time and resources to decide. The Board will need to determine how short-term rental issues will integrate into the adopted Strategic Plan action items and how those items may need to be re-prioritized in order to accommodate short-term rental policy discussions.

Of most immediate concern for the purposes of this work session, is to obtain Board input and direction for the procedural recommendations included in EXHIBIT B. Once direction has been received from the Board, a draft ordinance will be prepared for review by the Board at a future meeting.

Attachment List

- A. Ordinance 19-04: Short-Term Rental Ordinance
- B. Proposed Procedural Changes Matrix
- C. Falcon Cove Beach STR Meeting Comments – July 28, 2020
- D. Falcon Cove Beach STR Meeting Comments – November 13, 2020
- E. Falcon Cove Beach STR Meeting Comments – January 26, 2021
- F. Arch Cape STR Meeting Comments – October 14, 2020
- G. Arch Cape STR Meeting Comments – January 27, 2021
- H. Clatsop Plains STR Meeting Comments – October 30, 2021
- I. Reeve Kearns Letter and County Response
- J. BoC Work Session Comments – February 24, 2021

EXHIBIT A

ORDINANCE 19-04

SHORT-TERM RENTAL ORDINANCE

**BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF CLATSOP**

In the Matter of:

An Ordinance adopting amendments to Chapter 5.12, Clatsop County Code, to address processing and application requirements for short-term rentals within unincorporated Clatsop County, excluding Arch Cape

ORDINANCE NO. 19-04

Doc # _____ **RECORDED**
OCT 31 2019
Recording Date: 201910032

RECITALS

WHEREAS, on January 24, 2018, the Clatsop County Board of Commissioners adopted Ordinance 18-01, establishing regulations for short-term rentals in unincorporated Clatsop County, excluding Arch Cape; and

WHEREAS, on December 12, 2018, the Clatsop County Board of Commissioners adopted Ordinance 18-09, amending the processing and application requirements for short-term rentals within unincorporated Clatsop County, excluding Arch Cape; and

WHEREAS, staff from Assessment and Taxation, Community Development, and Public Health were assigned the responsibility of processing application packages; processing complaints and conducting health and safety inspections; and

WHEREAS, during the course of applying short-term rental requirements since the adoption of Ordinance 18-09, staff identified additional procedural and application requirements that were not included in Ordinance 18-01; and

WHEREAS, the proposed revisions are intended to address public health concerns, codify existing procedures and clarify the process for both property owners and staff, resulting in a more efficient experience for all parties;

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. ADOPTION

The Board of County Commissioners hereby adopts amendments to Chapter 5.12, Clatsop County Code as shown in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 2. SEPARABILITY

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. CONFORMANCE OF STATE LAW

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

SECTION 4. INCONSISTENT PROVISIONS

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

SECTION 5. APPLICABILITY

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect on the 30th day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(B) of the Home Rule Chapter for the Government of Clatsop County.

Approved this 30 day of October, 2019

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By Sara Nebeker
Sara Nebeker, Chair

Date 10-30-19

By Theresa Dursse
Theresa Dursse, Recording Secretary

First Reading: 10-9-19
Second Reading: 10-30-19
Effective Date 11-30-19

EXHIBIT A

Chapter 5.12 SHORT-TERM RENTALS

Sections:

- 5.12.010 Short title.
- 5.12.020 Purpose and findings.
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- 5.12.080 Standards.
- 5.12.090 Permits required.
- 5.12.100 Fees established.
- 5.12.110 Complaints.
- 5.12.120 Compliance, revocation and appeals.

5.12.010 Short title.

This chapter shall be known as the “Clatsop County Short-Term Rental Ordinance” and may be cited and pleaded as such. (Ord. 2018-01 § 1)

5.12.020 Purpose and findings.

- A. The purpose of this chapter is to regulate short-term rentals in order to enhance public safety and livability within Clatsop County.
- B. The findings attached as Exhibit “A” to the ordinance codified in this chapter are incorporated herein by reference. (Ord. 2018-01 § 2)

5.12.030 Separability.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this chapter. (Ord. 2018-01 § 3)

5.12.040 Conformance of state law.

This chapter shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the State of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County. (Ord. 2018-01 § 4)

5.12.050 Inconsistent provisions.

This chapter shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County except Sections 4.109 to 4.115 of the Clatsop 5.12.060 82-1 (Clatsop County Supp. No. 10, 6-18) County Land and Water Use Ordinance, which will take precedence within the Arch Cape Rural Community Overlay District. (Ord. 2018-01 § 5)

5.12.060 Applicability.

This chapter shall apply within the unincorporated areas of Clatsop County including within urban growth boundaries, but shall not apply within the boundaries of any incorporated city. **Provided, for short term**

rentals located within an urban growth boundary, and subject to an Urban Growth Boundary Management Agreement, the relevant city comprehensive plan and zoning ordinances requirements in the Urban Growth Boundary Management Agreement will apply. This chapter does not apply to hotels, motels, bed and breakfast facilities, hostels, licensed or registered campgrounds or RV parks, or other traveler's accommodation which are inspected and licensed pursuant to Oregon Administrative Rule. (Ord. 2018-01 § 6)

5.12.070 Definitions.

The following definitions apply to this chapter:

“Certified installer” means a person who is certified by DEQ to construct or install or oversee the construction or installation of onsite sewage disposal systems.

“Certified maintenance provider” means a person who is certified by DEQ to inspect, maintain, or certify or supervise maintenance on onsite systems using alternative treatment technologies, recirculating gravel filters, sand filters, or pressurized distribution systems.

“Cesspool” means a lined pit that receives raw sewage, allows separation of solids and liquids, retains the solids, and allows liquids to seep into the surrounding soil through perforations in the lining.

“Contact person” means the owner, or if designated on the application for a permit, the agent of the owner, authorized to act for the owner.

“DEQ” is the Oregon Department of Environmental Quality.

“Dwelling unit” means one room, or rooms connected together, constituting a separate independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking, sleeping and sanitation facilities.

“Enforcement Officer” is the Building Official and/or person designated by the Clatsop County Manager to enforce the provisions of this chapter.

“Holding tank system” means an alternative system consisting of the combination of a holding tank, service riser, and level indicator (alarm), designed to receive and store sewage for intermittent removal for treatment at another location.

“On-site wastewater treatment system” means any existing or proposed subsurface onsite wastewater treatment and dispersal system, including, but not limited to, a standard subsurface, alternative, experimental, or non-water-carried sewage system.

“Owner” is the owner or owners of a short-term rental.

“Permit” means a short-term rental permit.

“Person” means every natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government or any other group or combination acting as a unit.

“Rental” means an agreement granting the use of a dwelling unit to a person. Use of a dwelling unit by a recorded owner or other person or persons without monetary consideration shall not be considered to be a rental under this chapter.

“Rented” means the use of a dwelling unit granted to a person in exchange for monetary consideration.

“Renter” is a person who rents a short-term rental.

“Serious fire or life safety risk” means a building code or ordinance violation involving those construction, protection and occupancy features necessary to minimize danger to life from fire, including smoke, fumes or panic as well as other considerations that are essential to life safety.

“Sewage disposal provider” means a person with a valid license issued by DEQ to perform those services.

“Short-term rental” is a dwelling unit (including any accessory guest house on the same property) that is rented to any person or entity for a period of up to 30 consecutive nights.

“Sleeping area” is a room or other space within a dwelling unit designed, intended or used for sleeping. Tents and recreational vehicles shall not be considered a sleeping area. (Ord. 2018-01 § 7)

5.12.080 Standards.

All short-term rentals shall comply with the following standards:

- A. No more than one dwelling unit may be rented on a single lot or parcel.
- B. All applicable County transient room taxes shall be paid pursuant to County Code of Regulations Chapter 3.16.
- C. The hours of 10:00 p.m. until 7:00 a.m. the next day are required quiet time. Renters who violate this standard may be issued a citation and be subject to a fine pursuant to Clatsop County Code Chapter 8.12.
- D. The owner or contact person shall notify every renter, in writing, of the quiet times and that a renter may be fined for violations under this chapter.
- E. The owner or contact person shall attempt to contact a renter by phone or in person within 20 minutes of receiving any complaint concerning the conduct of a renter.
- F. The current short-term rental permit shall be permanently and prominently displayed inside and near the front entrance of the short-term rental and provided to adjacent property owners within 300 feet of the property, and shall list the following:
 1. The name, address and phone number of the owner and designated agent;
 2. The maximum occupancy and vehicle limits for the short-term rental unit;
 3. Identification of the number and location of parking spaces available;
 4. A map showing the property boundaries;
 5. For properties within a tsunami inundation zone, the tsunami evacuation route.
 6. The property County shall, within seven (7) calendar days of the issuance of the short-term rental permit, provide a notarized affidavit verifying that a copy of the permit and contact information for the designated agent has been provided to property owners within 300 feet of the subject property. Alternatively, the County may provide the required notice, provided the

The property owner shall provide ~~provides~~ the required information and payment, as established by the Clatsop County Board of Commissioners.

- G. The owner shall provide covered garbage containers that can be secured. All garbage must be placed and be kept in secured containers provided for that purpose. Containers shall not block access to the property or dwelling unit. Garbage shall be removed a minimum of one time per week unless the shortterm rental is not rented. Owners shall provide guests with information about recycling opportunities.
- H. At least one functioning fire extinguisher shall be accessibly located on each floor within the dwelling unit.
- I. All plug-ins and light switches shall have face plates.
- J. The electrical panel shall have all circuits labeled.
- K. Ground fault circuit interrupter (GFCI) protected receptacles shall be provided at outdoor locations and at kitchen and bathroom sinks.
- L. A smoke detector must be provided and maintained in each sleeping area, outside each sleeping area in its immediate vicinity and in each additional story and basement without a sleeping area.
- M. All fireplaces, fireplace inserts and other fuel burning heat sources shall be properly installed and vented.
- N. All interior and exterior stairways with four or more steps and that are attached to the structure, must be equipped with a hand railing.
- O. All interior and exterior guardrails, such as deck railings, must be able to withstand a 200 pound impact force.
- P. Emergency Escape and Rescue Openings.
 - 1. Sleeping areas in premises rented as a short-term rental shall have at least one operable emergency escape and rescue opening. Sill height shall not be more than 44 inches above the floor. Openings shall open directly into a public way or to a yard or court that opens to a public way.
 - 2. Minimum net clear opening at grade floor openings shall be five square feet and 5.7 square feet at upper floors. Minimum net clear height is 24 inches and net clear width is 20 inches. If the emergency escape or rescue opening does not meet these standards, then an alternative may be accepted by the Clatsop County Building Official that meets the standards of the Oregon Residential Specialty Code.
 - 3. A sleeping area in a short-term rental that lacks the required emergency escape opening, shall not be used as a sleeping area. Where equipped with a door, it shall remain locked at all times when the dwelling is being used as a short-term rental. Such a non-compliant sleeping area shall not be included in the maximum occupancy calculation for the short-term rental. The owner or contact person shall notify every renter, in writing, that the non-compliant sleeping area may not be used for sleeping.

- Q. Exterior hot tubs shall have adequate structural support and shall have a locking cover or other barrier to adequately protect against potential drowning when a hot tub is not available for permissive use.
- R. The maximum occupancy for a short-term rental unit shall be calculated on the basis of an average of three persons per sleeping area plus an additional two persons in the rental unit. For the purpose of maximum occupancy, those under two years of age shall not be counted. Tents and recreational vehicles shall not be used to increase the number of people approved to occupy a short-term rental.
- S. There shall be at least one off-street parking space available for each approved sleeping area in short term rental, plus one additional parking space. If otherwise permitted, trailers for boats and all-terrain vehicles will be allowed in available off-street parking spaces. Parking shall not, under any circumstances, hinder the path of any emergency vehicle. Renters may be cited and fined under existing state law in the event they park illegally.
- T. The owner or contact person shall notify every renter in writing of the required off-street parking and other parking spaces available to serve the short-term rental.
- U. A house number, visible from the street, shall be maintained.
- V. If the property is not connected to a public sewer the on-site wastewater treatment system must be able to handle the capacity of the number of bedrooms of the home and the total number of occupants. The owner must either provide an existing system evaluation report for on-site wastewater systems completed by a DEQ qualified evaluator, or provide current DEQ records showing appropriate capacity. Cesspools are prohibited for use with short-term rentals. A holding tank may be used if the owner has a signed pumping contract with a DEQ licensed sewage disposal service, and an alarm system that meets DEQ requirements. (Ord. 2018-01 § 8)
- W. The owner shall provide annual water sampling results for non-regulated water supplies, including private wells and springs. The results should include bacteria and nitrate levels, results for inorganic materials and volatile organic chemicals.

5.12.090 Permits required.

- A. An owner shall obtain and maintain a current permit whenever a dwelling unit is used as a short term rental.
- B. Within 90 days after the effective date of the ordinance codified in this chapter, the owner of each existing short-term rental shall apply for and pay the appropriate fee for a permit. Following receipt of a completed application, the required permit fee and supporting documents as listed on the application checklist, inspections will be scheduled by Clatsop County Environmental Health and Building Codes Division. Upon final approval Clatsop County Environmental Health and Building Codes Division, a permit shall be issued to the owner which shall be good for five years from the date issued, or such period as provided in subsection G.
- C. Any new short-term rental owner shall obtain a permit prior to using for that purpose.
- D. An application for a short-term rental permit shall be completed and submitted to Clatsop County by the owner of the short-term rental on forms provided by Clatsop County and shall include, or be followed by, the following information:

1. A list of all property owners of the short-term rental including names, address and telephone numbers. Property ownership, for the purposes of this chapter, shall consist of those persons listed on the Clatsop County tax records.
2. An application for certification by the Clatsop County Building Official to verify that the short-term rental complies with standards found in section 5.12.080.
3. A certification by the Clatsop County Planning Department that the proposed use is permitted in the zone where the building is located and that no violations exist on the property.
4. The name, address and telephone numbers of a contact person who shall be responsible and authorized to respond to complaints concerning the use of the short-term rental.
5. Proof of liability insurance coverage on the short-term rental.
6. A statement that the owner of the short-term rental has met and will continue to comply with the standards and other requirements of this chapter.
7. If the proposed short-term rental utilizes a non-public supply for potable water (i.e., well, cistern, etc.) applicant must submit water testing results for both bacteria and nitrates that have been taken within the last 90 days. The water testing results must be from a currently-licensed potable water testing lab in the State of Oregon.

- E. When a certification application is received by the County Building Codes Division, the inspection will be scheduled for the next available regular inspection day. A permit shall not be issued until a short-term rental passes inspection.
- F. The County will have inspection checklists available so that owners can determine what improvements, if any, will be needed before an inspection is scheduled. An owner should ensure that all items on the checklist have been completed prior to calling for an inspection. All re-inspections due to incomplete items will be subject to a re-inspection fee.
- G. All short-term rental permits shall be renewed every five years on their application anniversary date and are subject to a permit fee on renewal. A permitted short-term rental shall be re-inspected every five years of operation. An interim inspection will be required in the following cases:
1. There has been a fire, flood or other event that caused substantial damage to the structure;
 2. The permit was revoked; or
 3. There has been an addition or substantial modification to the structure.
- H. The short-term rental permit is transferable to a new owner, so long as the new owner submits a short term rental permit application and agrees in writing to comply with the requirements of this chapter. (Ord. 2018-01 § 9)

5.12.100 Fees established.

The Board of Commissioners of Clatsop County may, by Board Order, establish fees for applications for permits, licenses, appeals, and services provided for in this chapter. (Ord. 2018-01 § 10)

5.12.110 Complaints.

All complaints shall proceed as follows:

- A. The complaining party shall first attempt to communicate with the contact person designated on the permit and describe the problem.
- B. The contact person shall promptly respond to the complaint and make reasonable efforts to remedy any situation that is out of compliance with this chapter.

- C. If the response is not satisfactory to the complaining party, the complaining party may lodge a complaint with the County by submitting a signed written complaint including the time, date and nature of the alleged violation.
- D. The County may investigate and determinate whether a violation of this chapter has occurred. The property owner shall allow the County to inspect any records related to the short-term rental dwelling unit upon request of the County.
- E. If a violation is found to have occurred, the County may take enforcement action or issue a citation for the violation, pursuant to Section 5.12.120. (Ord. 2018-01 § 11)

5.12.120 Compliance, revocation and appeals.

A. Compliance.

- 1. Owners of short-term rental units shall comply with this chapter and obey all applicable ordinances and regulations of the County, and shall be subject to the enforcement and penalty proceedings contained in this chapter.
- 2. If a violation of this chapter is found by the County Enforcement Officer to have occurred, the County may issue a citation pursuant to Clatsop County Code Chapter 1.11, or initiate enforcement action pursuant to Clatsop County Code Chapter 1.12.
- 3. In addition to any other remedy allowed under Chapters 1.11 and 1.12 of the Clatsop County Code, the County Enforcement Official may: (a) attach conditions to the existing short-term rental permit; (b) require another inspection; (c) suspend the short-term rental permit until conditions are met; or (d) revoke the short-term rental permit.

B. Revocation of Permit.

- 1. If there have been three or more separate violations (i.e., occurring on three separate dates) of this chapter related to the same short-term rental within one year, or if the property owner fails to submit required water testing results on an annual basis, the property owner’s short term rental permit shall be revoked.
- 2. Emergency Revocation.
 - a. In the sole discretion of the County Building Official, when a building code or ordinance violation exists at a short-term rental that presents an immediate serious fire or life safety risk, the County Building Official may immediately revoke the short-term rental permit as a fire or life safety risk. The Building Official shall provide written documentation (in layman’s terms) of the violation, and notification of a property owner’s right to appeal, prior to leaving the inspection site.
 - b. In the sole discretion of the County Public Health Director, when annual water testing results indicate that testing levels may precipitate an acute public hazard, the County Public Health Director may immediately revoke the short-term rental permit as a public safety risk. The Public Health Director shall provide written documentation (in layman’s terms) of the hazard, and notification of a property owner’s right to appeal.
 - c. Upon an emergency revocation, the short-term rental shall not be rented or used as short term rental unless the revocation is lifted and the permit reinstated or a new short-term rental permit is obtained.
 - d. At any time following the emergency revocation of a short-term rental permit pursuant to this subsection, the County Building Official may reinstate the permit upon a re-inspection by the County Building Official verifying that the subject building code or ordinance violation has been corrected.
 - e. Notice of any conditions, suspension, or revocation established by the Enforcement Official shall be delivered by personal service or certified mail to the address of the

property owner on the permit. The notice shall contain a provision on the appeal rights and date by which an appeal must be filed.

- f. Should a short-term rental permit be revoked, the owner may not obtain any short-term rental permit sooner than one year after the date of revocation.

C. Appeal.

1. If an application for a permit or the renewal of a permit is denied, or an owner disagrees with a decision of the County Enforcement Officer, the owner may appeal the decision to a hearings officer by filing a request with the County Enforcement Officer within 20 days of the date of the notice of conditions, suspension or revocation. The appearance by the property owner, hearing procedure, and decision of the hearings office shall follow the process of Clatsop County Code Sections 1.12.140 through 1.12.160. If an application for a permit or renewal of a permit is denied, or a permit is revoked, the owner may appeal to the Board of County Commissioners by written notice delivered within 30 days of denial or revocation by the hearings officer.
2. Except in cases of an emergency revocation by the Building Official or Public Health Director, a short-term rental may continue to operate unless and until a permit is otherwise revoked in a final decision.

- D. Costs. Any property owner found in violation of the provisions of this chapter shall be required to reimburse the County for its costs of enforcement including reimbursement of staff time, investigation costs, mailings, service fees, mileage and other costs related to the investigation and prosecution of the violation in question.

- E. Additional Remedies. The provisions of this section are in addition to and not in lieu of any other enforcement and penalty remedies contained in this chapter or other County ordinance or State law. (Ord. 2018-01 § 12)

EXHIBIT B

PROPOSED PROCEDURAL CHANGES MATRIX

PROPOSED PROCEDURAL CHANGES MATRIX

Section # / Title	Existing Language	Proposed Language	Summary	Comments
5.12.050 Inconsistent provisions	This chapter shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County except Sections 4.109 to 4.115 of the Clatsop 5.12.060 82-1 (Clatsop County Supp. No. 10, 6-18) County Land and Water Use Ordinance, which will take precedence within the Arch Cape Rural Community Overlay District. (Ord. 2018-01 § 5)	This chapter shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County except Sections <u>5.4910 to 5.4970, Clatsop County Land and Water Development and Use Ordinance 4.109 to 4.115 of the Clatsop 5.12.060 82-1 (Clatsop County Supp. No. 10, 6-18) County Land and Water Use Ordinance</u> , which will take precedence within the Arch Cape Rural Community Overlay District. (Ord. 2018-01 § 5)	Updates code citations to reflect adoption of the consolidated code.	<p>DIRECTION REQUIRED FROM THE BOARD</p> <p>Should the Arch Cape STR ordinance and Ordinance 19-04, which covers the remainder of unincorporated Clatsop County be consolidated?</p> <p>Combining the two ordinances may require additional work sessions with the Board of Commissioners. A special task force or ad hoc committee could be created to reconcile the two sets of regulations into one ordinance.</p> <p>The two ordinances are similar but have different parking requirements and length-of-stay requirements</p>
5.12.070 Definitions	“Enforcement Officer” is the Building Official and/or person designated by the Clatsop County Manager to enforce the provisions of this chapter.	“Enforcement Officer” is the Building Official, <u>Code Compliance Specialist</u> , and/or person designated by the Clatsop County Manager to enforce the provisions of this chapter.	Add “Code Compliance Specialist” as a person authorized to enforce the provisions of the short-term rental ordinance	
5.12.070 Definitions	“Sleeping area” is a room or other space within a dwelling unit designed, intended or used for sleeping. Tents and recreational vehicles shall not be considered a sleeping area. (Ord. 2018-01 § 7)	“Sleeping area” is a room or other space within a dwelling unit designed, intended or used for sleeping. Tents and recreational vehicles shall not be considered a sleeping area <u>and shall not be used as a short-term rental unit.</u> (Ord. 2018-01 § 7)	Revise definition of “Sleeping area” to clarify that tents and recreational vehicles are not to be used as short-term rental units.	
5.12.080 Standards	F.1. The name, address and phone number of the owner and designated agent;	F.1. The name, address, <u>email</u> and phone number of the owner and designated agent;	Adds “email” as required contact information	
5.12.080 Standards	R. The maximum occupancy for a short-term rental unit shall be calculated on the basis of an average of three persons per sleeping area plus an additional two persons in the rental unit. For the purpose of maximum occupancy, those under two years of age shall not be counted. Tents and recreational vehicles shall not be used to increase the number of people approved to occupy a short-term rental.	R. The maximum occupancy for a short-term rental unit shall be calculated on the basis of <u>either 1) the maximum onsite sanitary capacity, as approved by the Clatsop County Environmental Health Division, or 2) an average of three persons per sleeping area plus an additional two persons in the rental unit.</u> For the purpose of maximum occupancy, those under two years of age shall not be counted. Tents and recreational vehicles shall not be used to increase the number of people approved to occupy a short-term rental.	Changes how maximum capacity is calculated. If the STR is served by septic, the number of occupants would be determined by Environmental Health based upon the capacity of the onsite sanitary system. If the STR is served by a sanitation district, the number of sleeping areas would determine maximum occupancy.	This would codify a procedural change that staff has already been using to address septic capacity issues and complaints.
5.12.090 Permits required	B. Within 90 days after the effective date of the ordinance codified in this chapter, the owner of each existing short-term rental shall apply for and pay the appropriate fee for a permit. Following receipt of a completed application, the required permit fee and supporting documents as listed on the application checklist, inspections will be scheduled by Clatsop County Environmental Health and Building Codes Division. Upon final approval Clatsop County Environmental Health and Building Codes Division, a permit shall be issued to the owner	B. <u>Within 90 days after the effective date of the ordinance codified in this chapter, the</u> The owner of each existing short-term rental shall apply for and pay the appropriate fee for a permit. Following receipt of a completed application, the required permit fee and supporting documents as listed on the application checklist, inspections will be scheduled by Clatsop County Environmental Health and Building Codes Division. Upon final approval Clatsop County Environmental Health and Building Codes Division, a permit shall be issued to the owner which shall be	Eliminates initial 90-day grace period created when Ordinance 18-01 was first adopted. Changes permits from a five-year permit to a two-year permit. The permit fee would remain the same (\$550)	<p>DIRECTION REQUIRED FROM THE BOARD</p> <p>Permits are currently issued for 5 years. Staff is proposing to reduce this to two years. Prior to adoption of the STR ordinance, Arch Cape STRs were required to be inspected annually. Decreasing the length of the permit, and requiring an inspection every two years will would help to insure that life safety requirements are up-to-date and that changes to the dwelling or grounds have not occurred (locked doors, window replacements, installation of landscaping that reduces parking, etc...) that would be in violation of the ordinance.</p>

PROPOSED PROCEDURAL CHANGES MATRIX

Section # / Title	Existing Language	Proposed Language	Summary	Comments
	which shall be good for five years from the date issued, or such period as provided in subsection G.	good for five two years from the date issued, or such period as provided in subsection G.		
5.12.090 Permits required	C. Any new short-term rental owner shall obtain a permit prior to using for that purpose.	C. Any new short-term rental owner shall obtain a permit prior to using a dwelling for that purpose.	Adds "a dwelling" to the sentence.	
5.12.090 Permits required	G. All short-term rental permits shall be renewed every five years on their application anniversary date and are subject to a permit fee on renewal. A permitted short-term rental shall be re-inspected every five years of operation. An interim inspection will be required in the following cases: 1. There has been a fire, flood or other event that caused substantial damage to the structure; 2. The permit was revoked; or 3. There has been an addition or substantial modification to the structure.	G. All short-term rental permits shall be renewed every five two years on their application anniversary date and are subject to a permit fee on renewal. A permitted short-term rental shall be re-inspected every five two years of operation. An interim inspection will be required in the following cases: 1. There has been a fire, flood, earthquake, landslide, tsunami or other event that caused substantial damage to the structure; 2. The permit was revoked; or 3. There has been an addition or substantial modification to the structure.	Changes permits from a five-year permit to a two-year permit. The permit fee would remain the same (\$550) Adds "earthquake, landslide, tsunami" as other events that might cause substantial damage	
5.12.090 Permits required	H. The short-term rental permit is transferable to a new owner, so long as the new owner submits a short term rental permit application and agrees in writing to comply with the requirements of this chapter. (Ord. 2018-01 § 9)	H. The short-term rental permit is transferable to a new owner, so long as the new owner submits a short term rental permit application and agrees in writing to comply with the requirements of this chapter. (Ord. 2018-01 § 9)		<p>DIRECTION REQUIRED FROM THE BOARD</p> <p>Should STR permits be transferrable and should a new inspection be required every time a permit is transferred? Currently, only Gearhart allows the transfer of permits and that is only through inheritance.</p> <p>Astoria: Non-transferrable Warrenton: Non-transferrable Gearhart: Transferrable only by inheritance Seaside: Non-transferrable Cannon Beach: non-transferable</p> <p>If permits remain transferrable, should the two-year permit length restart when the permit is transferred?</p> <p>STAFF NOTE: If permits remain transferrable, there should be a formal application to initiate the transfer.</p>
5.12.090 Permits required		I. If the owner or contact person of record for a short-term rental changes, the property owner shall notify the County within 30 days of the change. The County shall, within seven (7) calendar days of the receipt of notice of the change, provide a copy of the updated permit and contact information for the designated agent to property owners within 300 feet of the subject property. The property owner shall provide the required	Add new language that would require STR owners to notify the county when there is a change in the contact person of record. The property owner shall then be required to pay the appropriate fee and county staff will be required to send an updated permit and contact information within seven days to property owners within 300 feet. New language would also require code compliance, building codes, and public health staff to be notified of these changes as well.	

PROPOSED PROCEDURAL CHANGES MATRIX

Section # / Title	Existing Language	Proposed Language	Summary	Comments
		payment, as established by the Clatsop County Board of Commissioners. County staff shall also notify Code Compliance, Building Codes, and Public Health of any changes to ownership or contact of record.		
5.12.100 Fees established	The Board of Commissioners of Clatsop County may, by Board Order, establish fees for applications for permits, licenses, appeals, and services provided for in this chapter. (Ord. 2018-01 § 10)	The Board of Commissioners of Clatsop County may, by Board Order, establish fees for applications for permits, licenses, appeals, and services provided for in this chapter. (Ord. 2018-01 § 10)		<p style="text-align: center;">DIRECTION REQUIRED FROM THE BOARD</p> <p>The current fee is \$550 for a 5-year permit. Staff is proposing to change this to a 2-year permit but retain the \$550 fee.</p> <p>Astoria: \$500 initial fee; \$150 renewal fee every 2 years Warrenton: \$150 / 1 year + business license fee Gearhart: \$500-\$600 annual fee; \$125 dwelling inspection fee Seaside: \$430-\$670 (5-year permit), plus \$25 processing fee and \$500 annual business license fee Cannon Beach: \$275 14-day STR permit (annual fee); \$75-\$250 business license fee (annual)</p>
5.12.100 Complaints	All complaints shall proceed as follows: A. The complaining party shall first attempt to communicate with the contact person designated on the permit and describe the problem.	All complaints shall proceed as follows: A. The complaining party shall first attempt to communicate with the short-term rental complaint hotline or contact person designated on the permit and describe the problem.	Add language regarding priority use of the short-term rental complaint hotline	
5.12.100 Complaints	B. The contact person shall promptly respond to the complaint and make reasonable efforts to remedy any situation that is out of compliance with this chapter.	B. The contact person shall promptly respond within 20 minutes to the complaint and make reasonable efforts to remedy any situation that is out of compliance with this chapter.	Delete "promptly" and add "within 20 minutes" to make consistent with Section 5.12.080(E).	
5.12.100 Complaints	C. If the response is not satisfactory to the complaining party, the complaining party may lodge a complaint with the County by submitting a signed written complaint including the time, date and nature of the alleged violation.	C. If the initial contact does not resolve the complaint response is not satisfactory to the complaining party, the complaining party may lodge a complaint with the County by submitting a signed written complaint including the time, date and nature of the alleged violation. If photos or video are available, those shall be included with the complaint form in order to document the violation.	Revises language to state that if the initial contact with either the hotline or the contact person does not resolve the complaint, the complaining party can then file a signed written complaint with County staff. Add language requiring complainants to include photos or video, if available, in order to substantiate the violation.	
5.12.100 Complaints	D. The County may investigate and determine whether a violation of this chapter has occurred. The property owner shall allow the County to inspect any records related to the short-term rental dwelling unit upon request of the County.	D. Following receipt of a signed written complaint, the County may investigate and determine whether a violation of this chapter has occurred. The property owner shall allow the County to inspect any records related to the short-term rental dwelling unit upon request of the County.	Adds language that County code compliance staff will investigate a possible violation following receipt of a signed written complaint. Corrects typographical error.	
5.12.120	B. Revocation of Permit.	B. Revocation of Permit.		DIRECTION REQUIRED FROM THE BOARD

PROPOSED PROCEDURAL CHANGES MATRIX

Section # / Title	Existing Language	Proposed Language	Summary	Comments
<p>Compliance, revocation and appeals</p>	<p>1. If there have been three or more separate violations (i.e., occurring on three separate dates) of this chapter related to the same short-term rental within one year, or if the property owner fails to submit required water testing results on an annual basis, the property owner's short term rental permit shall be revoked.</p> <p>2. Emergency Revocation.</p>	<p><u>Short-term rental complaints shall be investigated based on the following priorities:</u></p> <p><u>1) Level 1 (mandatory Notice of Infraction):</u></p> <p><u>a) Septic violations</u></p> <p><u>b) Over-occupancy</u></p> <p><u>c) Operation without a permit</u></p> <p><u>2) Level 2 (mandatory Notice of Infraction or Notice of Warning depending upon the severity of the violation):</u></p> <p><u>a) Animal complaints</u></p> <p><u>b) Burning/fires without a permit or in violation of burn bans</u></p> <p><u>3)Level 3 (mandatory Notice of Warning):</u></p> <p><u>a) Parking violations</u></p> <p><u>b) Noise complaints</u></p> <p><u>c) Garbage complaints</u></p> <p><u>d) Trespassing</u></p> <p><u>e) Lighting violations (Ordinance 20-02)</u></p> <p><u>f) Outdated contact information</u></p> <p><u>C. If a violation is determined to have occurred a Notice of Infraction or a Notice of Warning shall be issued, based upon the priority level of the complaint. Permits shall be suspended and/or revoked based upon the following:</u></p> <p><u>1) Issuance of the first Notice of Infraction shall result in the permit being flagged and the permit holder being placed on a 12-month probation period.</u></p> <p><u>2) Issuance of the second Notice of Infraction within 12-months of the first Notice of Infraction shall result in the suspension of the short-term rental permit for a six month period. A mandatory reinspection shall be required to reinstate the permit. The cost of the reinspection fee shall be paid by the property owner.</u></p> <p><u>3) Issuance of the third Notice of Infraction within 12-months of the first Notice of Infraction shall result in revocation of the short-term rental permit for one year. A mandatory reinspection shall be required to reinstate the permit. The cost of the reinspection fee shall be paid by the property owner.</u></p> <p><u>4) Issuance of two Notices of Warning within a 12-month period shall result in the permit being flagged and the permit holder being placed on a 12-month probation period.</u></p> <p><u>5) Issuance of three Notices of Warning within a 12-month period shall result in</u></p>	<p>Creates prioritization levels for complaints.</p> <p>Establishes benchmarks for revoking permits following multiple substantiated violations.</p> <p>Would require a mandatory reinspection and fee to reinstate suspended permits.</p>	<p>Should there be a mandatory requirement to cite property owners and to revoke permits after a certain number of violations or warnings have been issued by county code compliance?</p>

PROPOSED PROCEDURAL CHANGES MATRIX

Section # / Title	Existing Language	Proposed Language	Summary	Comments
		<p><u>the suspension of the short-term rental permit for six months. A mandatory reinspection shall be required to reinstate the permit. The cost of the reinspection fee shall be paid by the property owner.</u></p> <p><u>6) Issuance of six Notices of Warning within a 12-month period shall result in the revocation of the short-term rental permit for one year. A mandatory reinspection shall be required to reinstate the permit. The cost of the reinspection fee shall be paid by the property owner.</u></p> <p><u>D. If the alleged violation is not observed by the Code Compliance Specialist; or is determined not to have occurred; or if the violation has been resolved, the complaint shall be logged, the result noted, and the case file shall be closed. No Notices of Warning or Infraction shall be issued for violations that are not observed, are determined not to have occurred, or that have been resolved prior to the County Code Compliance Specialist visiting the property.</u></p> <p><u>E. 1. If there have been three or more separate violations (i.e., occurring on three separate dates) of this chapter related to the same short-term rental within one year, or if the property owner fails to submit required water testing results on an annual basis, the property owner's short term rental permit shall be revoked.</u></p> <p><u>F. 2. Emergency Revocation.</u></p> <p><u>1)a. In the sole discretion of the County Building Official, when a building code or ordinance violation exists at a short-term rental that presents an immediate serious fire or life safety risk, the County Building Official may immediately revoke the short-term rental permit as a fire or life safety risk. The Building Official shall provide written documentation (in layman's terms) of the violation, and notification of a property owner's right to appeal, prior to leaving the inspection site.</u></p> <p><u>4.d. At any time following the emergency revocation of a short-term rental permit pursuant to this subsection, the County Building Official may reinstate the permit upon a re-inspection by the County Building</u></p>	<p>Details procedures for complaints that are investigated but no violation can be substantiated or verified.</p> <p>Deletes language regarding revocation of permit after three violations (replaced with language above).</p> <p>Delete language to clarify that the Building Official is only responsible for revoking permits where a violation of the building codes results in a life/safety risk.</p>	

PROPOSED PROCEDURAL CHANGES MATRIX				
Section # / Title	Existing Language	Proposed Language	Summary	Comments
		<p>Official verifying that the subject building code or ordinance violation has been corrected.</p> <p>5.e. Notice of any conditions, suspension, or revocation established by the Enforcement Official shall be delivered by personal service or certified mail to the address of the property owner on the permit and to the contact of record. The notice shall contain a provision on the appeal rights and date by which an appeal must be filed.</p>	<p>Adds "contact of record" as a person who should also be notified of any conditions, suspensions or revocations.</p> <p>Renumber previous and subsequent policies.</p>	
5.12.120 Compliance, revocation and appeals	N/A	J. Unsubstantiated Complaints and False Reporting. Persons submitting false or unsubstantiated complaints may be penalized as permitted under ORS 165.002-165.070.	Add new language regarding penalties for persons filing false complaints.	<p style="text-align: center;">DIRECTION REQUIRED FROM THE BOARD</p> <p>Should there be repercussions or penalties for persons who knowingly file false complaints in an attempt to harass or intimidate short-term rental owners/operators?</p>
"BIG TICKET" POLICY ITEMS				
<p>PROHIBITIONS / LIMITATIONS</p> <ol style="list-style-type: none"> Should there be a cap on the total number of short-term rental units allowed in unincorporated Clatsop County? Should short-term rental units be allowed in single-family residential zones? Should short-term rentals be allowed in any legally-existing dwelling within unincorporated Clatsop County, even if those dwellings are in commercial, industrial, agricultural or forestry zones? Are there any geographic areas where short-term rentals should be prohibited regardless of zoning? If no future short-term rental units are to be prohibited or limited in certain areas or zones, will existing short-term rental units be allowed to continue (i.e., "grandfathered" in)? If units are "grandfathered" in, would there be a timeframe to amortize them? Can they only be inherited? <p>TRANSIENT ROOM TAX</p> <ol style="list-style-type: none"> How should discretionary transient room taxes be utilized by the County, particularly those taxes collected from the southwest area of the county? <p>ENFORCEMENT / COMPLIANCE</p> <ol style="list-style-type: none"> Should permits be required to be renewed every two years instead of the five years currently authorized by a short-term rental permit? Should permit fees be increased? How vigorously should code compliance prosecute offenders and revoke licenses? Should people who knowingly submit false complaints face a penalty? Should the Arch Cape STR ordinance and Ordinance 18-01 (amended) be combined into one ordinance with the same rules for all STRs? Should STRs be required to have either the property owner or the property manager live on-site? 				

EXHIBIT C

FALCON COVE BEACH STR MEETING COMMENTS

JULY 28, 2020

Gail Henrikson

From: Amber Geiger <amber@ambergeiger.com>
Sent: Tuesday, July 28, 2020 12:24 PM
To: Rob Ledgerwood
Cc: Edward "Ted" Morgan; Lianne Thompson
Subject: Re: Falcon Cove Short Term Rentals - Public Comment

Hi Rob,

Thank you so much again for hosting this discussion with our Falcon Cove community. As you can see there is a lot of discord in the community right now unfortunately.

I'd love a follow up on the below items:

1. Guido's question about false complaints receiving penalties. This will help stop any agenda by specific parties from influencing this discussion inaccurately. I'd like to know what the ramifications for making false complaints is and if there is any effort to manage that. Making complaints not anonymous is important for community discussion and will help curtail false complaints.
2. Jeff Stuhr asked for more details on what percentage of the complaints are specifically in Falcon Cove and what quantity of the 100 complaints that is. Also, is it just a few houses that are receiving the complaints?
3. Transient taxes are not going back to our specific community? Can you confirm this? Road fund?
4. There was a question by one of our community members Patrick Chapman on if it would be possible to install speed signs. The safety of full time and short term renters are both a concern with speeding cars by both full time residents and short term renters. Is this possible to do? Would we need to get the Right of Way permit to put a sign up? And we as a community would have to pay for the permit and the signs?
5. Can we incorporate equity into this discussion? It's very relevant and should be considered as a major part of this discussion. Ours is a public beach just like all Oregon beaches and is not intended just for the few who can afford their homes or 2nd homes in Falcon Cove. Governor Oswald West wanted to keep our Oregon beaches public and we need to honor that and allow the beach to be shared by everyone. The same people in Falcon Cove pushing the agenda of shutting down all short term rentals in the community also have commented that they'd like to make the beach private. It would be disappointing to see this agenda be pushed forward in times of greater awareness of equality for all.

Thank you,

Amber

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amber geiger | **PRODUCER**
cell: 503.816.2371
email: amber@ambergeiger.com
web: www.ambergeiger.com

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Rob Ledgerwood

STR Falcon Cove Written Comment

From: jeffreyweil7@gmail.com
Sent: Sunday, July 26, 2020 7:01 PM
To: Rob Ledgerwood
Cc: jeffreyweil7@gmail.com
Subject: Comments: re: Falcon Cove short term rental public meeting
Attachments: ordinance_18-09_signed.pdf

As I am unable to attend the virtual meeting I would like to submit my comments to you in writing in lieu of attendance. I am full time resident of Falcon Cove and live in Tillamook county but there are at least 2 Clatsop county short term rentals within 300 ft of me. I have never received notice from them per the regulation 5.12.080F. Ordinance attached.

The issues I have are more than likely consistent with other comments you will hear but I will list them here nonetheless;

- **Trash:** Pure and simple renters do not value the neighborhood and treat it like the own personal dump. If they do put the trash bin on the curb they do not secure the lid. The owners are absent so that trash often ends up on the ground as the raccoons work the neighborhood after dark. It is not the fault of the raccoon that it has been made so easy for them.
- **Noise:** As I mentioned we have never received notice from the owners about contact information for the rental homes. Even if we did that leaves the issue up to us, the residents of the neighborhood, to police the issue. Renters do not respect the fact that there are families living in ear shot from them. They are on vacation after all and too many of them treat the event like a bachelor party with no limits and no rules and are allowed to do so because there is no enforcement of the quiet hours unless the neighborhood seeks to enforce it. Once again allowing those that seek to profit from property take precedence over those that actually live and vote in the county.
- **Traffic:** Neither Clatsop nor Tillamook takes any responsibility for the roads in Falcon Cove and the volume of cars has dramatically increased in recent years as all of the rental homes turnover renters every few days. The roads are horrible and rapidly deteriorating because of this increased traffic

Final issue. There is no obvious enforcement of any of the regulations. There appears to be no limit to the number of rentals the county will allow. When you combine the fact that homes are occupied regularly beyond the carrying capacity of the infrastructure (read roads, water and especially septic) to support it without county leadership on the issue the county is willingly letting this and every other unincorporated neighborhood fall prey to the profiteers who care not one bit about the neighborhood but only about profiting from their business.

Lastly, how does the county justify preventing small businesses from establishing themselves in the homes that would be vastly less resource intensive but then allow unlimited short term rentals with essentially no limits (as the limits that are codified are not actively enforced)?

I do appreciate you listening to my neighbors on the call and reading the comments sent in. I do hope the county can find a way to establish a better set of commitments to its residents versus acquiescing to those that seek to profit from property at the expense of Clatsop county residents.

Jeff Weil
 6085 Columbia Street
 Arch Cape OR 9710
 503-403-8630

Rob Ledgerwood

STR Falcon Cove Written Comment

From: Falcon Cove Beach Water District <fcbdwd@gmail.com>
Sent: Tuesday, July 28, 2020 8:21 AM
To: Rob Ledgerwood
Subject: Public comment for Transient Rental Meeting

Hello and thank you for meeting with the Falcon Cove Beach Community,

Please accept the following testimony from The Falcon Cove Beach Water District:

We are a small, all volunteer water district located in the South part of the County. The community was established as a residential community, and is zoned residential. In the formation of the community, vacation rentals were specifically prohibited. The Water District, and it's residents, have planned around that and rely on our local government to enforce related community and livability code that supports residential communities.

This community relies on the Water District to provide clean reliable water service, residents can not live here without that, it is an essential need.

Increasingly, we see our limited water supply is consumed by transient--not residential--consumption, particularly during the drier summer period when what are zoned to be single family homes are instead filled with large groups of transient vacationers.

We know that on average, a typical US family/household is 2.5 people. Most of the transient rental properties are advertising for 3 or more times that many people--even 4 and 5 times that.

We also know that the typical US citizen uses 75-100 gallons of water a day. Add to that the frequent 'turnover day' burden of intensive laundry for 10 people every couple of days. With houses and septic systems designed and built for a typical household, with a water system planned to provide water to a typical US household size and use, this commercial transient usage of many times the typical residential use has serious and critical implications, not just to the consumption of water, but also to the burden of the septic systems, related erosion, roads, noise, affordable housing, and overall community health and livability--it is all related.

The District has noted that along with the excessive water consumption in a majority of transient rental properties, the overall number of these commercial properties has doubled just in the past few years. Again, the impact to an essential resource like clean, reliable and affordable drinking water is significant.

Our recommendation as an agency partner is to discontinue the transient commercial use of single family residences in rural residential areas like ours. The undue burdens put on our drinking water system and our community as a whole are not sustainable.

Thank you,
FCBDWD Board of Commissioners

--

Thank you for your email. Note we have an All-Volunteer District. We appreciate your patience on replies.

To Clatsop County Transient Rental Managers: The rental next door to me is advertised for 10 people. I'm confident more than 10 people have stayed in this house. I've witnessed it and so have others. It has been reported to your office more than once.

The near daily routine is 3 to 4 cars show up. The house garage is never used even though the permit says it must be, and many times the driveway isn't used and cars are lined up the road. The vacationing party starts the day by celebrating. They are often yelling at each other from the deck to the ground. Walking around the property and in many cases trespassing on neighboring properties to get a better view of the ocean or get cell service or just snoop.

They then open and close each car door 3 to 4 times to unload their gear.

Then the gear is hauled all around the property and sometimes neighboring properties, and continue to party on and off throughout their stay. The noise is elevated throughout the stay. In contrast, we have other neighbors that come down to use their 2nd homes and they are hardly noticed because they respect the neighborhood and don't bring an 'I am paying \$300 a night and getting every penny's worth' mentality. Residents and part time residents understand this is a residential family neighborhood and we are not all on vacation.

After dark the outdoor fires start, sometimes in the firepit that's 10' from our property line (on a failed septic field), sometimes on neighbor's property. We can hear them inside our home. They wake and frighten my child, often. Of course, quiet hours are 10:00 but it doesn't get dark till 10:00 and they continue to party outside well into the night. They're on vacation – right? Well, we are not.

They often leave every exterior light on, usually throughout the night. The light floods ours and neighboring homes with light and keeps people up.

The septic field for this house was built originally for 2 bedrooms per the original septic application. They advertise as 3 bedrooms. So how could 10 people even stay there? How could this even be allowed, much less more than 10 as mentioned before? That is not single family use, and is likely a major reason they have been polluting the neighborhood with sewage.

This number of people uses 2 to 3 times the water as a single family in a place that continues to have a water supply issue and major erosion. Allowing these large group sizes has so many negative impacts and is so outside the residential norm of typical use or family size.

Once the large party leaves, the house cleaners show up, often idling in two cars behind our house, and we can hear and see them for the next 3 hours opening the doors and windows. Back and forth to their cars and opening and closing the car doors multiple times throughout the day. Smoking cigarettes and smoking pot, trespassing on neighbors property, trying to get cell service, or smoking.

The cleaners and guest often leave the trash overflowing and critters knock the trash over and spread it up and down the road. And then it starts all over again.

Issues are never dealt with immediately. The property manager is 30 minutes away and never answers the phone. The owners are hours away and often don't answer their phone. Usually issues happen well into the night, no one wants to leave their house at midnight and come to falcon cove to address issues.

Final point is that this is this is a residential neighborhood. We live here full time. These properties are nothing more than a hotel. They are a commercial interest. People now buy these houses strictly to make money. This is the definition of a business. These neighborhoods are not zoned commercial and they violate the intended zoning. There are places for short term rentals, but rural clatsop county should not be one of them.

I plead for you to think about your home and how you would feel if your life was constantly disrupted , every few days by a new group of unregulated strangers. What would you expect from your local officials and elected government to uphold the spirit of community to maintain livability in your home.

Thank You for addressing these concerns,

Respectfully

Jason 

Thank you for the opportunity to speak about short term rentals and their impacts on Cove Beach. I'd like to address problems we have observed and propose some solutions. My family used to own the Warren Hotel and the Major Motel in Tolovana Park.

1. A vacation rental is a commercial business, located in a residential zone. At present, there are at least 26 short-term rentals in Cove Beach, or about 30% of the existing homes. Some rentals here are obviously family homes which are rented out just enough to offset taxes and upkeep. However at least five rentals in our community are full-scale, high occupancy usage – they are money-making enterprises, similar to hotels and motels. And a few more are flying under the radar, without being permitted by the County.

Restricting the number of rentals allowed, requiring a minimum distance between rentals, and not grandfathering in rentals when they are sold, are several ways to slow the growing numbers. Other resort communities use these techniques to balance quality of life with entrepreneurship.

2. Short term rentals in our area have almost destroyed our neighborhood. They infuse the area with strangers. We don't know who they are. We don't feel as safe as we used to. The renters require attention since they are unfamiliar with coastal hazards and cultural norms. Most rental owners don't live nearby; some live in other states. We've never even met the owners. Accountability is an issue.

Motels, hotels, B&B's provide on-site staff to monitor their guests, take care of any problems, and offer safety information. Why should a commercial business in a residential area have less oversight? It seems like we the residents, are expected to provide these services. If the County issues a permit for a short-term rental business, then they should require the business owner to provide on-site staffing.

3. As property owners, we apparently have no say in whether we want commercial uses in our neighborhood. If we announced we plan to build a 6-unit motel, we wouldn't be able to – because of zoning regulations. But, the equivalent number of guests in a large vacation rental – with no on-site staff – is acceptable. It doesn't make sense.

4. While the County's rural guidelines for short-term rentals is a start, it doesn't provide much recourse for other property owners. There is a pronounced lack of County supervision and enforcement.

Code enforcement officers should do frequent assessments after permits have been issued. Other commercial businesses have regular inspections. Somehow, short-term rentals, once they are approved, drop off the County radar. When code enforcement staff members are in the neighborhood, they could take the time to ask residents if they've noticed any problems. Also, vacation rentals are busiest on weekends and holidays; staffing is needed at that time.

5. While these commercial enterprises are earning money, the community as a whole doesn't reap any benefits from the rentals. Our roads on the Clatsop County side are private, maintained by voluntary annual fees. Many vacation rental owners don't chip in for roads maintenance, yet their customers and their housecleaners and their yard crews, all use the roads. At times water is in short supply. Are customers advised of the situation and do they take part in conservation? The biggest consumers of our water supply are short-term rentals.

As far as we know, the lodging tax revenues also don't directly support our area. A few vacation home owners are actively involved in our community – thank you for your service. Most make no investment in Cove Beach beyond their own property.

In my experience, the shift to short-term vacation rentals has been a detriment to our community.

Dale Major
79028 Cove Beach Rd and
1314 NW Taylor, Corvallis

Thank you for this opportunity to comment on the impacts short-term rentals have on our community. I'll talk about impacts that generally are not reportable to the County Sheriff nor to Code Enforcement. First, historical perspective:

- * There have always been summer visitors at Cove Beach, and
- * Local residents have always looked out for them.

Last century before short-term rentals, many families would rent a cabin or camp on undeveloped land belonging to friends, for the entire summer. Others came for long weekends. These people often came back year after year. We thought of the summer people almost like part-time residents, not as tourists. Most were escaping the heat of the Willamette Valley or eastern Oregon. For the most part, they were aware of our coastal hazards – rip currents, sneaker waves, wild surf, rolling logs. They also generally followed the unwritten courtesies of sharing a neighborhood – turn lights out at night, don't have big parties (unless we were invited), be vigilant about wildfires, douse your beach fire, don't pick all the blackberries, and pitch in when needed.

In return, the locals welcomed them, and watched out for them. If problems arose, we helped. Besides the usual lost dog, flat tire, or downed trees mishaps, there were many more serious situations – kids caught in the surf, beach walkers stuck on sandbars, surfers injured on the rocks, people standing on logs which then rolled. There are plenty of stories of successful rescues. Unfortunately, there are also numerous stories of rescue attempts that failed, mostly drownings.

What's different now? Why are short-term rentals so controversial?

First, we didn't used to be inundated with new people every single day. Now, year round, we have literally hundreds of people staying here, many from out-of-state, with no inkling of coastal hazards or community norms.

Second, back then, cabin or property owners were on-site. They knew their guests. If guests were behaving badly, the owners took care of the situation. Now, the home owner might live in another state, the property management company isn't open on weekends, and the contact person doesn't respond to calls. Code Enforcement also doesn't work on weekends, and calling the County Sheriff for nuisance infractions is inappropriate use of their resources.

For the third comment, let me address the rental owners directly: We take care of your customers. As de facto hosts, we welcome, inform, look out for and help your renters. When they are locked out, their cell phone doesn't work, their dog is lost, or the electricity is off, we're the ones they ask for help. They don't call you or your manager, they see us. As on-site hosts, we also politely let them know when they've parked on someone else's property or are blocking the roadway, or their campfire should be below the high tide mark, and to please leash their dog.

However most significantly, we try to keep them safe. We've endangered ourselves by grabbing them off the beach during winter high tides. We've pointed out what rip currents look like, and also the tsunami evacuation routes. We've warned them about crab holes and sneaker waves. We've mentioned it's not a good idea to let little kids play in the water while parents watch them from 100 ft away – the Pacific Ocean isn't a lake. We've stopped people shooting off fireworks, threatening the entire cove with wildfire. We've knocked on their door in the middle of the night to let them know about NOAA tsunami warnings. We've searched for lost children. You don't do any of that because you're not here.

Then those visitors leave after 2-3 days – and your next batch shows up. And we do it all again and again and again. Your customers are delighted with their experience, write you great reviews, and your client base gets bigger. All we get... is more tired. You are taking advantage of our hospitality. We are being used.

When we complain about short-term rentals, we're accused of taking away livelihoods, harassing guests, and trying to lock Cove Beach for our exclusive use. The proliferation of short-term rental units in Cove Beach has been a detriment to our quality of life.

Sincerely,

Viviane Simon-Brown
79028 Cove Beach Rd and
1314 NW Taylor Ave, Corvallis

From: ALLAN SOLARES <solaresam@aol.com>
Sent: Wednesday, July 29, 2020 3:15 PM
To: Rob Ledgerwood <rledgerwood@co.clatsop.or.us>
Cc: ALLAN SOLARES <solaresam@aol.com>
Subject: STR meeting Tuesday 7/28

Rob -

Regarding the meeting on STRs yesterday -- I tried to utilize the link to the meeting on my smartphone but it only took me to the promo page for GoTo Meeting. So instead, I phoned in and listened. But apparently my phone call was automatically muted as you were unable to hear me when you called on me to speak.

Also I did not receive a notice about the meeting and only knew about it from other Cove Beach residents reaching out to let me know. It's strange since I am a permitted STR and pay the county tax on STRs. I'm concerned there may be other STR owners that were not notified. So that this can be rectified in the future, **please check on why I was not included in the mailing notice.**

Also I am a member of the Cove Beach Road Fund committee which raises private donations to maintain the "public roads" in the Clatsop County portion of Falcon Cove/Cove Beach. A comment, which was made during the meeting, about the poor condition of the roads is simply inaccurate. Every year, the roads are graded, and graveled where needed, ditches and culverts cleared, and foliage and limbs cut back. The roads are in the very good condition. Please feel free to contact me if there are issues that are road related.

Lastly, I was actively involved and communicated with county staff in the development and drafting of the Arch Cape STR code. I'd be happy to share any perspective that this familiarity with the design and rationale for it might provide.

Allan Solares
79560 Ray Brown Road
503-320-2080

From: "Burns, Patrick" <pburns@peacehealth.org>
Date: July 29, 2020 at 4:37:49 PM PDT
To: Rob Ledgerwood <rledgerwood@co.clatsop.or.us>
Cc: "bulldogburns53@gmail.com" <bulldogburns53@gmail.com>
Subject: 28th meeting thoughts.

Hi,

Just wanted to follow up with you after the short-term meeting. Several thoughts come to mind. In no particular order. First would be great meeting! I think it was a great start to address the problems. Be as transparent as possible.

1. There should be a penalty for false reporting.
2. There should be a penalty for violating rules.
3. You said there is 20 rentals. Can you send me that map you had up on the screen with the locations of those. I think there is more??
4. The house you and I have talked about previously by Beth's house. I just got a thing in the mail and it said they could have 11 occupants. That house has had a problem with its septic for years. I agree with Beth and Jason on that. I live on a septic. There is no way that house should be allowed to have that many renters at once. I think if you limited the amount of people that could go into that house, you'd cut the complaints in half. Unless they are deemed false reports.
5. There seems to be some thoughts from the new arrivals and several of the old ones that the water board there isn't playing fair. This is based on the one phone testimony and several phone conversations I've had with others. Is someone in Clatsop county attending these meetings and over seeing that board, or are they free to do what they please?
6. Also, has anyone tested the ditch in front of Beth and Jason's house for fecal bacteria? Seems pretty easy.
7. I also think if you have a back-up meeting with some follow-up to concerns it would hopefully pull everyone on the same page a little better.

Thanks Patrick Burns

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Gail and Rob,

Thank you for hosting the meeting on Short Term Rentals (STR) and posting the meeting video and citizen comments on the County website. Very Helpful!

Requests:

1. I am assuming staff will be making a recommendation to the County commissioners to use as a basis for the work sessions? Prior to the Commissioner's workshop could you hold another electronic meeting for concerned parties to comment on the staff proposed revisions to the STR ordinance?
2. Testimony was submitted by Charles Dice representing the Falcon Cove Beach Domestic Water District. Mr. Dice and others claim that the highest water usage in the summer is by STR units. I disagree with this claim and prior to passing on this information to the Board of County Commissioners Mr Dice should present data to support his claim. This should be water meter readings and addresses for all water hook ups from June to Sept. 2019 and June and July 2020. This is also true regarding statements of " limited water resources. I will forward documentation from State agencies regarding the water available to the District which far surpasses the anticipated need at full build out. Mis-information should not be presented as fact to the County Commissioners when making this important decision.
3. Comments were made about investors, owning as many as 50 homes, operating STRs as a business enterprise. At today's home prices it is hard to imagine that this would be a profitable investment. Is this a documented fact?

Questions:

Was the meeting notice sent to all property owners in the Cove including owners of undeveloped lots? How many complaints were logged for Cove Beach? (I have attached the County's list for STR with Cove Beach addresses highlighted.)

Were the majority of complaints initiated by a few people or focused on a few STRs?

Comment: There were concerns voiced about failing septic systems. As part of obtaining the STR permit the septic system is tested to make sure it is in good shape and can handle the anticipated number of users. I suspect that STR septic systems are in better working shape than many of the full time residents' systems. Maybe all septic systems should be tested every 5 years to deal with this health concern.

My email is nchase34@gmail.com . Please feel free to pass this on to others in the community. As a long term resident of Cove Beach I would like to work with my neighbors to problem solve the legitimate complaints.

Sincerely,

Nancy Chase

From: Elyse Shoop <shooptroopies@yahoo.com>

Sent: Monday, August 3, 2020 12:11 PM

To: nchase34 <nchase34@gmail.com>

Cc: Gail Henrikson <ghenrikson@co.clatsop.or.us>; rledgerwqood@co.clatsop.com; Arnold & Malia Jacobsen <outlook_12E2F6583DD49964@outlook.com>; bradich@gmail.com; Carolyn Crawford <carolyncrawford@cbbain.com>; Danna Kittell (danna@starfishluxuryrentals.com) <danna@starfishluxuryrentals.com>; Daryn Murphy (d.murphy@commonwealthco.net) <d.murphy@commonwealthco.net>; David Zava (dzava@zrtlab.com) <dzava@zrtlab.com>; Ericka Anntionette (healthbyericka@gmail.com) <healthbyericka@gmail.com>; Erin Livengood (erinkl@windermere.com) <erinkl@windermere.com>; Guido Paparoni and Margaret Rozendaal (gtaparoni@tx.rr.com) <gtaparoni@tx.rr.com>; Jim May (JPM999@comcast.net) <JPM999@comcast.net>; Jonathan Felix-Lund (jonathanwlund@gmail.com) <jonathanwlund@gmail.com>; Kathie May <Kathie_May@comcast.net>; Lianne Thompson (liannegaea@gmail.com) <liannegaea@gmail.com>; Margi Felix-Lund (margifelixlund@gmail.com) <margifelixlund@gmail.com>; Patrick Chapman (chapmannd@gmail.com) <chapmannd@gmail.com>; Reba Owen (rowen_1@charter.net) <rowen_1@charter.net>; Sue Birkemeier (sbirke@aol.com) <sbirke@aol.com>; Tim Bingham (timbingham@hotmail.com) <timbingham@hotmail.com>; Nancy Mendoza <nmendoza@co.clatsop.or.us>; Monica Steele <MSteele@co.clatsop.or.us>; Paul Williams <PWilliams@co.clatsop.or.us>; Mary Solares <solaresam@aol.com>

Subject: Re: Follow-Up from Short-Term Rental Discussion

In response to your **“Comment”** below regarding septic systems. Yes, certainly all septic systems should be monitored. As we continue to grow, this will become an increasingly difficult issue. Three homes that I know of have already had to put in Holding Tanks. This means we pay for the water coming in, we pay for the wastewater to be pumped and properly disposed of (in our case, this costs more each year than our water) **and** we also get to pay random recurring fees to DEQ for this “privilege”. *The meeting, however, was about Short Term Rentals.* The STR closest to our home has overflowed twice into the drainage ditch in the last year (that I have smelled and seen and I am not a full time resident). If a septic system is on record as being designed for a 2-3 bedroom home only, it seems a bit outrageous to me that the same home is being advertised as being suitable for 11 people. This leads me to believe that there is some sort of “disconnect” in the STR licensing process. Thank you, Elyse

On Jul 30, 2020, at 5:02 PM, nchase34 <nchase34@gmail.com> wrote:

Gail and Rob,

Thank you for hosting the meeting on Short Term Rentals (STR) and posting the meeting video and citizen comments on the County website. Very Helpful!

Requests:

1. I am assuming staff will be making a recommendation to the County commissioners to use as a basis for the work sessions? Prior to the Commissioner's workshop could you hold another electronic meeting for concerned parties to comment on the staff proposed revisions to the STR ordinance?
2. Testimony was submitted by Charles Dice representing the Falcon Cove Beach Domestic Water District. Mr. Dice and others claim that the highest water usage in the summer is by STR units. I disagree with this claim and prior to passing on this information to the Board of County Commissioners Mr Dice should present data to support his claim. This should be water meter

readings and addresses for all water hook ups from June to Sept. 2019 and June and July 2020. This is also true regarding statements of " limited water resources. I will forward documentation from State agencies regarding the water available to the District which far surpasses the anticipated need at full build out. Mis-information should not be presented as fact to the County Commissioners when making this important decision.

3. Comments were made about investors, owning as many as 50 homes, operating STRs as a business enterprise. At today's home prices it is hard to imagine that this would be a profitable investment. Is this a documented fact?

Questions:

Was the meeting notice sent to all property owners in the Cove including owners of undeveloped lots? How many complaints were logged for Cove Beach? (I have attached the County's list for STR with Cove Beach addresses highlighted.)

Were the majority of complaints initiated by a few people or focused on a few STRs?

Comment: There were concerns voiced about failing septic systems. As part of obtaining the STR permit the septic system is tested to make sure it is in good shape and can handle the anticipated number of users. I suspect that STR septic systems are in better working shape than many of the full time residents' systems. Maybe all septic systems should be tested every 5 years to deal with this health concern.

My email is nchase34@gmail.com . Please feel free to pass this on to others in the community. As a long term resident of Cove Beach I would like to work with my neighbors to problem solve the legitimate complaints.

Sincerely,

Nancy Chase

From: Susan Paduano <spaduan1@msn.com>
Sent: Monday, August 3, 2020 1:53 PM
To: Rob Ledgerwood <ledgerwood@co.clatsop.or.us>
Subject: Falcon Cove Short Term Rentals

Dear Mr.
Ledgerwood,

August 3, 2020

I am writing to express my concerns about the Short Term Rental situation in Falcon Cove and also want to thank you for your participation in the meeting held on July 28th.

My husband and I live in Idaho and bought a vacation home at 79210 Ray Brown Road in 2014, at the time there were no rentals near to our home and we were told by the selling realtor that there were restrictions in the area for how often houses could be rented. I did not research this but in reflection that is exactly what we need.

In our time at our vacation home in Falcon Cove, I have encountered renters on the beach burning fires in areas that are clearly posted to be not allowed, seen renters setting off lit lanterns into the sky in celebration, seen renters with many more than the allowable number per house, seen renters parking cars along the roadways in areas not associated with the house they are staying at, have dealt with the near-constant bother of lights at the home across the street from us, have seen renters not securing their trash in the proper way and the trash gets strewn along the roadway, seen renters setting off fireworks when it is clearly posted that it is illegal and a couple days ago, I stopped a baseball game being played in the yard of the house next to a rental.

Last year, the house across the street became a short term rental and this has brought the concerns and issues much more to the forefront for me, as I witness activity much more often. VaCasa leaves the outside lights on when expecting guests and those guests leave outside lights on while staying there and when they leave. In our cove, we try to limit the light pollution so that the sky can be part of the landscape we enjoy. The outside light shines across the street to the side of my home where the bedroom is. This is very annoying and I have left notes to renters, called VaCasa and have alerted the owners to the problem but the problem persists.

The simple fact is that renters do not treat the area the way they would treat their own home. The renters perhaps do not realize that there are homes here where people live year round. Vacationers act differently than they would in their own space.

One other HUGE issue is the lack of water. Oregon is in the 8th (?) year of a drought. Last year our area had a moratorium on water; no new permits were issued and we were not able to use outside water. This situation was clearly not communicated to the renters, as I witnessed renters washing their cars and spraying off toys. The house across the street is allowed 11 occupants. That's 11 people taking showers, flushing toilets, washing dishes, doing laundry and a cleaner coming in between each group. I have seen that home be rented to 3 different groups in the space of a week. Imagine the water usage at that home - and I couldn't water outside plants or wash windows!

The lack of uniformity and enforcement creates a situation where residents are put in the position of needing to intervene or let those renters know the rules. It is my opinion that the short term rental situation should be re-worked.

#1: there should be a limit to the number of times per month that a house can be rented. My suggestion is no more than 14 days every 30 days.

#2: the county should model rules after communities who have been dealing with this issue and tweaking the rules to fit. In Palm Springs guests of vacation rental homes must sign a city regulations form in person confirming their understanding of the area's good neighbor policies on parking, noise, trash and pets. In our area I would add information to that about light pollution and the tsunami information.

#3: there should be a local entity who takes on the task of enforcement. One house in our area advertises their home as 2 separate rentals, I believe that is against the rules also.

It is my sincere hope that we can get regulations in place to avoid issues with short term rentals or this area could be ruined for those of us who do not rent out our homes.

Thank you for your time and attention,
Sue and Paul Paduano
3233 W. Edson St., Boise, ID 83705
79210 Ray Brown Rd., Arch Cape, OR 97102
spaduan01@msn.com
Sue cell: (208) 250-6373

From: ALLAN SOLARES <solaresam@aol.com>

Sent: Monday, August 3, 2020 3:10 PM

To: shooptroopies@yahoo.com; nchase34@gmail.com

Cc: Gail Henrikson <ghenrikson@co.clatsop.or.us>; rledgerwqood@co.clatsop.com; outlook_12E2F6583DD49964@outlook.com; bradich@gmail.com; carolyncrawford@cbbain.com; danna@starfishluxuryrentals.com; d.murphy@commonwealthco.net; dzava@zrtlab.com; healthbyericka@gmail.com; erinl@windermere.com; gtaparoni@tx.rr.com; JPM999@comcast.net; jonathanwlund@gmail.com; Kathie_May@comcast.net; liannegaea@gmail.com; margifelixlund@gmail.com; chapmannd@gmail.com; rowen_1@charter.net; sbirke@aol.com; timbingham@hotmail.com; Nancy Mendoza <nmendoza@co.clatsop.or.us>; Monica Steele <MSteele@co.clatsop.or.us>; Paul Williams <PWilliams@co.clatsop.or.us>; ALLAN SOLARES <solaresam@aol.com>

Subject: Re: Follow-Up from Short-Term Rental Discussion

Hello everyone,

I am a STR permit holder and do my best to adhere to the letter and spirit of the STR law/regulations. The process to get a permit was rigorous and included an onsite inspection, fire extinguishers, posted notices of STR requirements on site as well as in the mailed agreement with renters, and a great many other considerations. I think this is all for the good. We take extra steps like posting 'good neighbor' policies on the refrigerator like-- don't litter, help clean up the beach, drive slowly, etc.. It should be noted that conditions throughout Falcon Cove and Cove Beach vary. Houses at the south end tend to be clustered closely. Houses in the north end tend to be well spaced and more private. So the impacts from people (including the homeowners themselves) around these houses will naturally vary.

I would implore other homeowners who are allowing parking, garbage, sewage (septic overflows?) noise, and other violations of the STR requirements to take immediate steps to stop their renters from doing so. **And to the extent that a few STR owners have renters who violate the requirements, they should be educated then warned then penalized including fines or license suspension or revocation as provided under the STR regulations.** As stated by the county staff, the goal is compliance not penalties. The County can't monitor or police much of the activity being complained about. They have bigger fish to fry. Septic tank spillages should be addressed but that is the job of the DEQ and county health dept. It is up to rental owners to work to comply with the good intentions and requirements of the STR ordinance.

Philosophically speaking, I do not think it is right to stake a claim on enjoyment of our coast. The public right to access to and enjoyment of the beaches is something that most Oregonians are rightly proud of. The notion that rural Clatsop County, and the coast specifically, is not the proper place for people to rent their homes is self centered and in contradiction of the law. When I visit another state and enjoy renting a home there, I am appreciative and respectful of the home and the neighbors. I don't park where I'm not supposed to, spill garbage, litter, play loud music. But I can't imagine never being allowed to enjoy a lovely home that someone has cared for and offered to allow me to enjoy as well. Most everyone has rented vacation homes in other communities. And undoubtedly those neighbors have some of the same complaints at times. But they don't prohibit people from visiting.

Let's keep these problems in perspective. Bad behavior should not be tolerated. But people celebrating, enjoying the outdoors, closing cars doors, bringing their pets, making cell phone calls, leaving on lights...those are human activities that owners do as well. This is not to say that there aren't other regulations that may help to mitigate some of these impacts. But I think it's also fair to ask that when new requirements are placed on STRs then it should be considered whether home owners as well as their friends and guests, should also have to meet them. This is already true regarding noise after 10pm which

is a requirement for both homeowners and STRs. A new restriction, such as replacing exterior lights that shine on a neighbor's houses (by using 'dark sky' light fixtures), should apply to everyone.

I am interested in receiving answers to the questions raised in Nancy Chase's letter especially learning about how many complaints were reported in Falcon Cove/Cove Beach, as well as the distribution of complainers (how many were by one or just a few people) and complainees (how many were about just one or a few homes).

I did not receive a notice/flyer about the meeting and only knew about it from other Cove Beach residents reaching out to let me know. It's strange since I am a STR permittee and pay the county tax on STRs. I'm concerned there may be other STR owners that were not notified. So that this can be rectified in the future, I am requesting county staff to please check on why I (and others?) were not included in the mailing notice.

During the virtual meeting on STRs, the GoTo Meeting link did not work on my smartphone. However I was able to join the meeting using the phone-in number. So I was able to *listen* but no one could to hear me when I was called on to speak. Apparently my phone call was *automatically muted*. This was not noted in the flyer or in the county's acknowledgement to my pre-registration requesting to speak at the meeting. Please either fix this or notify participants in future meetings.

Thank you for your consideration. And please include my comments in the record.

Allan Solares

From: Charles Dice <cadice@hotmail.com>

Sent: Wednesday, August 5, 2020 8:35 AM

To: Gail Henrikson <ghenrikson@co.clatsop.or.us>; Rob Ledgerwood <rledgerwood@co.clatsop.or.us>

Cc: Beth Radich <bradich@gmail.com>; Charles Dice <cadice@hotmail.com>

Subject: RE: Follow-Up from Short-Term Rental Discussion

Importance: High

Hello Gail and Rob,

Thank you for setting up the Teleconference regarding Short Term Rental issues in Falcon Cove Beach and for inviting the Sheriff's Department to attend. I think this session did a lot of good in surfacing and identifying specific problems in our Community with Short Term Rental as well as with Enforcement of the existing Clatsop County Short Term Rental rules. I do have few comments regarding this topic and the meeting:

1. In the report from Rob that shows Short Term Rental complaints from Oct 2019 to July 2020 I did NOT see my complaints (there were at least two written complaint forms submitted) about Bears Head STR (79058 Cove Beach Road)
2. This report also does not show a number of other complaints that were submitted by at least two community members regarding the Jim May STR (79138 Tide Road)
3. In an earlier version of the email below you noted that Short Term Rentals would be discussed at the CC BOC meetings on 4 Aug and 12 Aug – is this still true?? I do not see any Agenda for the 12 Aug or beyond BOC meetings on the Clatsop County BOC Meetings page – do you know why this is the case?? Shouldn't the public get a some notice about what is on the Agenda for these near term BOC meetings??
4. Will the public have an opportunity to provide testimony at the 9/1 and/or 9/9 BOC meetings noted in your email below??
5. Below is a list of a few specific improvements that we would like to see to the Enforcement piece of the STR Rules/Ordinance
 - a. Written acknowledgement (by email) from the County in response to submission of a written and signed Complaint Form with the Complaint duly logged against that specific STR permit
 - b. Written response to the complaint that details what actions the County plans to take in response to the written and signed Complaint
 - c. Written response regarding the action taken (or not taken) by the County to the complaining party and an explanation of why.
 - d. A survey maintained by the County that is "provided" to each person filing a complaint to gather data about how well the County's Enforcement process/procedure is working (or not working).
 - e. Specific information that the County might require from the person filing a complaint to document the complaint to the satisfaction of the County – contact by the community member with the offending party at the STR property?? Video of the offensive actions?? Audio of the offensive Actions?? Other Requirements?? We want the act of filing the Complaint to be considered a "self-verified" act – meaning that the filing of the

Complaint is registered as a “valid” Complaint that “Counts” against that STR unless the County Enforcement officer can prove that the Complaint was NOT valid (and provide documentation to substantiate that it was not valid).

- f. Revocation or suspension of the STR Permit upon any STR that receives 3 Complaints in any year
- g. STR Permits should NOT be automatically renewed – they should be for a fixed period (3 or 5 years) and then terminate and, if the STR is in good standing, then the property owner can apply for another STR Permit (if available at that time)
- h. STR Permits are NOT transferrable to new owners

Thanks,

Charles A. Dice

Tel=503-436-0146

Email = cadice@hotmail.com

Falcon Cove STR Meeting
Felix-Lund Public Comment

Like the full-time residents and second home owners in this community, we cherish the Oregon Coast and know that Falcon Cove is truly a special place. As Oregonians, we all take a lot of pride in our public beaches. We, as a family, find it meaningful to offer folks a chance to enjoy the beautiful Oregon Coast for a shorter stay. The short term permit holders we heard from during this public forum are not nameless corporate profiteers, but folks that care about their neighborhood and overwhelmingly communicated their openness to compromise.

We agree with others that there should be enforcement concerning short term permit violations, but that they should be weighted by severity. When processing complaints there should be transparency and a process to confirm their validity before moving into punitive action.

It is important for safety and transparency that short term rentals are regulated by the County. These stays also provide meaningful tax revenue and bring dollars into the local economy. Extreme measures have the possibility of reducing transparency, hindering regulation, and driving short term stays underground. It would be nice to know how much tax revenue makes it back into the neighborhood and push for more to be diverted directly back into the community.

As a family, we certainly are open to all sorts of adjustments due to community concerns and find it very encouraging that others have expressed that posture as well.

We hope the county will be able to successfully identify solutions that respect all property owners and facilitate compromises and conversation between parties that have different visions for how we all share such a special place.

Margi & Jonathan Felix-Lund

Gail Henrikson

From: Ericka Anntionette - Into The Wild Yoga <healthbyericka@gmail.com>
Sent: Tuesday, July 28, 2020 8:39 PM
To: jeffreyweil7@gmail.com; Gail Henrikson; Lianne Thompson
Subject: Re: Comments: re: Falcon Cove short term rental public meeting

Hello Gail, Lianne and Rob,

Thank you again for holding today's meeting on short-term rentals here in Falcon Cove.

We wanted to add a final comment to take into consideration as you figure out what to do about the issues around the rentals here.

As full-time residents seeing first hand the impact short-term rentals have on our neighborhood and community, our first vote would be to not have any short-term rentals here.

However, if we do continue to have them then we would request a regulation like Cannon Beach where rentals are only allowed one booking every two weeks.

Also, owners shouldn't be allowed to be running the short-term rental as a business in an area zoned for residential use only. I was told I couldn't run a small private yoga business within my house for the same reasons, so it should be enforced for all types of businesses within Falcon Cove.

Having said that, vacation rentals should be only allowed if it's someone's full time home and not an investment property. This is what the city of Lake Oswego does in regards to short-term rentals which has worked well.

The idea of having an on-site host would be rather helpful to lighten the burden off the full-time residents having to play police.

Lastly, having permits being revoked with 3 complaints would be nice to see actually enforced with hopes of the owners will start taking more responsibility and make sure their guests are treating the neighborhood and residents with respect.

We look forward to the new complaint software and also look forward to the county stepping in to help resolve these issues around short-term rentals here in Falcon Cove.

Gratefully,

Ericka Anntionette and Joe Blecha

On Mon, Aug 3, 2020 at 3:26 PM Jonathan Felix-Lund <jonathanwlund@gmail.com> wrote:
Hi Gail and Rob,

Thank you for facilitating the meeting the other day. It was really helpful and eye opening to hear all of the different perspectives. There certainly seems to be a divide and some strong opinions about what the neighborhood should look like as it relates to short term guests. I also want to thank you for your time and attention as these minor complaints likely seem tiring when you are trying to work through urgent safety compliance and development issues throughout the county.

While listening to our neighbors discuss past issues with STRs, it seemed like larger houses like ours had the potential to be perceived as more problematic. With that in mind, we're taking a strategy meeting with our property management company to immediately make some changes that we think will help eliminate the biggest potential issues. We genuinely care about being great neighbors and hope to start off with some good will. We're discussing the following:

- We have immediately reduced our occupancy allowance by 20% from 10 guests to 8. Our permit allows 11.
- We only list 2 parking spots available for guests but have plenty of room for more and our permit shows 5 available.
- We have removed our fire pit indefinitely as a way to help avoid quiet hour disruptions.
- Adding some internal fines and better communication to help combat folks ignoring quiet hours.
- Looking into having linens washed offsite to reduce water consumption.
- Having cleaners submit a photo of the garbage bin after every clean to be sure it's properly secured.
- Creating longer minimum stays for less turn over.
- Adding better signage and communication to help deter folks from walking across the street to the empty lot which is so tempting for anyone new to the area for many reasons.

I have also attached our public comment so it can be included with the others.

Thanks again for your time.

Best,

Jonathan Felix-Lund

503.896.9837

To Clatsop County Transient Rental Managers: The rental next door to me is advertised for 10 people. I'm confident more than 10 people have stayed in this house. I've witnessed it and so have others. It has been reported to your office more than once.

The near daily routine is 3 to 4 cars show up. The house garage is never used even though the permit says it must be, and many times the driveway isn't used and cars are lined up the road. The vacationing party starts the day by celebrating. They are often yelling at each other from the deck to the ground. Walking around the property and in many cases trespassing on neighboring properties to get a better view of the ocean or get cell service or just snoop.

They then open and close each car door 3 to 4 times to unload their gear.

Then the gear is hauled all around the property and sometimes neighboring properties, and continue to party on and off throughout their stay. The noise is elevated throughout the stay. In contrast, we have other neighbors that come down to use their 2nd homes and they are hardly noticed because they respect the neighborhood and don't bring an 'I am paying \$300 a night and getting every penny's worth' mentality. Residents and part time residents understand this is a residential family neighborhood and we are not all on vacation.

After dark the outdoor fires start, sometimes in the firepit that's 10' from our property line (on a failed septic field), sometimes on neighbor's property. We can hear them inside our home. They wake and frighten my child, often. Of course, quiet hours are 10:00 but it doesn't get dark till 10:00 and they continue to party outside well into the night. They're on vacation – right? Well, we are not.

They often leave every exterior light on, usually throughout the night. The light floods ours and neighboring homes with light and keeps people up.

The septic field for this house was built originally for 2 bedrooms per the original septic application. They advertise as 3 bedrooms. So how could 10 people even stay there? How could this even be allowed, much less more than 10 as mentioned before? That is not single family use, and is likely a major reason they have been polluting the neighborhood with sewage.

This number of people uses 2 to 3 times the water as a single family in a place that continues to have a water supply issue and major erosion. Allowing these large group sizes has so many negative impacts and is so outside the residential norm of typical use or family size.

Once the large party leaves, the house cleaners show up, often idling in two cars behind our house, and we can hear and see them for the next 3 hours opening the doors and windows. Back and forth to their cars and opening and closing the car doors multiple times throughout the day. Smoking cigarettes and smoking pot, trespassing on neighbors property, trying to get cell service, or smoking.

The cleaners and guest often leave the trash overflowing and critters knock the trash over and spread it up and down the road. And then it starts all over again.

Issues are never dealt with immediately. The property manager is 30 minutes away and never answers the phone. The owners are hours away and often don't answer their phone. Usually issues happen well into the night, no one wants to leave their house at midnight and come to falcon cove to address issues.

Final point is that this is this is a residential neighborhood. We live here full time. These properties are nothing more than a hotel. They are a commercial interest. People now buy these houses strictly to make money. This is the definition of a business. These neighborhoods are not zoned commercial and they violate the intended zoning. There are places for short term rentals, but rural clatsop county should not be one of them.

I plead for you to think about your home and how you would feel if your life was constantly disrupted , every few days by a new group of unregulated strangers. What would you expect from your local officials and elected government to uphold the spirit of community to maintain livability in your home.

Thank You for addressing these concerns,

Respectfully

Jason



+1 (503) 913-0706

Delivered

Today 11:35 AM

Thanks for organizing this meeting. I need to exit the call now. I would like to say that the renters should be the responsibility of the owners. Owners (& their chosen management companies) need to make it clear in writing the Max # of guests, no camping, limited # of cars, quiet hours. Any fines for violation should be on the owners - that will in turn make them vet their tenants and tenant intentions better. As for water, we switched to a meter system so the more use, the more you pay. The beach needs to be accessible to all and not become a private, exclusive community. Thank you, Erin



iMessage



EXHIBIT D

FALCON COVE BEACH STR MEETING MEETINGS

NOVEMBER 13, 2020

Gail Henrikson

From: LESLIE ANN BUTLER <labartist@aol.com>
Sent: Thursday, November 12, 2020 2:51 PM
To: Rob Ledgerwood
Cc: stratcat58@gmail.com
Subject: Comment at meeting tomorrow

Hello Rob,

We would like to submit a comment. We are concerned about the Water Board. They notified us that our October water usage was nearly 8K gallons. We do not have any leaks -- had it checked out by a plumber. And no one was there that month. We asked the plumber to check the meter to see if it was swirling fast showing water usage, but these meters don't work that way apparently so you can't see water being used. We have no way of knowing if the meters are working correctly and we certainly are not happy about the "apparent" huge water usage. We would like to know if others are having issues with their water bills and unsubstantiated water usage.

Thank you, Leslie Ann

Leslie Ann Butler, Artist

www.leslieannbutler.com

503-295-1018 voice only

503-523-6122 voice and text

Gail Henrikson

From: Patrick Boyle <pboylenm@gmail.com>
Sent: Saturday, November 14, 2020 12:32 PM
To: Rob Ledgerwood
Cc: Lianne Thompson; ghendrickson@co.clatsop.or.us
Subject: Falcon Cove Short Term Rental County Tax

Date: November 14, 2020

To: R. Ledgerwood

From: Patrick J and Sharyl Magnuson Boyle

RE: Falcon Cove Short Term Rental County Tax Income

We would like to request a proportional return of the revenue from the Short Term Rental Tax that is levied by the County on owners of rental properties in our community of Falcon Cove. Road maintenance and prevention of wear and tear on our local community roads is a clear targeted use of this revenue stream. In fact, this tax revenue should be viewed as an investment in the ongoing commerce and infrastructure of our lovely community.

--

Patrick J. Boyle, M.D.
Emeritus Professor of Medicine
University of New Mexico

--

Patrick J. Boyle, M.D.
Emeritus Professor of Medicine
University of New Mexico

Gail Henrikson

From: Joseph Blecha <jblecha@lululemon.com>
Sent: Sunday, October 11, 2020 12:25 PM
To: Rob Ledgerwood; Gail Henrikson; Lianne Thompson
Cc: Ericka Anntionette - Into The Wild Yoga; Joseph Blecha
Subject: Falcon Cove Short Term Rental - Feedback

Rob/Gail/Lianne,

In preparation for the upcoming short term rental hearing I wanted to share some feedback, observations and suggestions. In addition I would love to set up some time prior to the meeting to speak in more detail with Commissioner Thompson on some of these topics. Please let me know if there is a time and I can set up a zoom meeting or phone call. Here is what we are seeing:

1. Total number of Vacation Rentals in Falcon Cove : We are seeing the number of rental properties increase with the popularity of AirBnb and VRBO. As residents we need to feel like our home is not a place we are outnumbered, and don't feel comfortable in. This is not a vacation resort, it is a Residential Community first and foremost. I recommend that we put a cap on total number of Rentals allowed. As a suggestion we could start with the current number and grandfather them in, but do not allow the number to increase. To offset revenue loss for the county I recommend increasing the yearly fees to have a STR Permit. Considering that these properties could easily gross 1,000/month on average I don't think it is out of the question to raise the STR Permit to \$1000 per year.
2. Fewer Turn-overs – We see the Cove Cottage adjacent to our property has a turnover every few days. In our experience it is the shorter term rentals that cause the most problems that puts the burden on us residents such as Noise, Light, Trespassing, Disrespect, Trash and disregard for the residents that aren't on vacation. We recently had two 30 day or longer rentals in the past 2 months that have acted neighborly, respectful and grateful for Falcon Cove which we call home. We recommend no more than 1 rental per 30 days such as Gearhart, or at very max 1 every 2 weeks like Cannon Beach. Both of those communities have more infrastructure to support tourism. Again – Falcon Cove is one of the last places on the Oregon coast that has the potential to define what we want our community to be over the next 10 – 20 years. With the Marine Reserve out front and the North Coast Land Conservancy behind and the Oswald West to the south – it is clear that this is a Natural wonderland that must be protected for generations to come as a RESIDENTIAL COMMUNITY and not a Vacation or Commercial entity. We beg you to consider the long term effects and implement similar Short Term Rental restrictions as many of the prominent communities have done along the coast and surrounding areas. In particular we feel that Lake Oswego has a good model for policy [here](#). They have done a great job of preserving the local community feel while allowing for vacation rentals in Primary Residences. This prevents properties from becoming investment properties which have been the biggest disruption for the local community.
3. Enforcement – A strict 3 strikes and you lose your Permit for the year. Any lost permit would mean you forfeit the STR Permit fee and need to re-apply when a space becomes available in accordance with Point #1. The residents should not be responsible for policing! If we are allowing STR – the county needs to fund a monitoring group that can enforce rules and respond to claims.
4. Signage – upon entering Falcon Cove there should be signs outlining the general rules for STR in Cove Beach. We have had several instances where people trespassing, illegal parking, and camping say “I didn't see a sign”. Signs recommended
 - a. “Private Community” at entrance

- b. No outlet local traffic only at entrance
 - c. No Overnight Parking on Roads
 - d. Quiet Hours 10pm – 8am
5. Multiple “Car Campers” parking on private lots and trying to sleep near beach access overnight. Between June and August we averaged at least 2-3 per week. I would recommend that we adopt a Falcon Cove wide “no overnight parking” on our roads and beach access. There is no reason that residents or guests need to park on the streets and without a doubt there is going to continue to be a huge increase in people living the “Van-life” and cruising up and down HWY 101 looking for places to pull off and sleep and camp. Especially when the patrol has limited parking on the main 101 road pull offs. We need to make this a rule and post signs. We do not have services to host transient populations that frequently leave trash and human waste. In addition – we had a spell with several break ins that were reported from a White Van that was camping out in Falcon Cove. As a full time resident this leaves us feeling unsafe as the Mental health and wellness of people makes it intimidating to confront, and without signs or regulations on this it is very unsettling. As sighted in this [article](#) Portland has the worst Homeless Problem in the nation. As a result many of Portlands increasing population are flocking to the coast to seek respite. While Short term rentals and campgrounds are good options they are often too expensive or have no vacancy which forces people to look for remote places to sleep in their cars. Falcon Cove has become a hotspot for this as we have seen on average 3-5 car campers per weekend in the North Falcon cove area alone. Most of they are trespassing on property.
- a.
6. A question I want to pose to the group – How often do we plan to re-visit this topic, and how often do we want to adjust rules. I would hope that by implementing fair but rigid rules that our community can set these regulations for a long term 5 year plan.

Lastly – here is a few definitions to consider as we think about for context of weather these properties are considered Commercial or Residential.

COMMERCIAL PROPERTY DEFINED:

As used in ORS [105.850 \(“Commercial property” defined for ORS 105.850 to 105.870\)](#) to [105.870 \(Limitation on commencement of action\)](#), “commercial property” means land and improvements used in a business operated thereon for the production of income, one of the principal aspects of which is the storing of motor vehicles or the providing of lodging to travelers using private conveyances.

RESIDENTIAL PROPERTY DEFINED:

For the purposes of this section and ORS [18.904 \(Order required for sale of residential property\)](#), [18.906 \(Motion for order authorizing sale of residential property\)](#), [18.908 \(Notice of motion for order authorizing sale of residential property\)](#) and [18.912 \(Hearing on motion for order authorizing sale of residential property\)](#), “residential property” means any of the following property:

- (1) Real property on which no more than four units designed to be used as dwellings are located.
- (2) A condominium unit that is designed to be used as a dwelling and that is not being held as inventory for sale or lease in the regular course of business.

(3)A manufactured dwelling as defined by ORS [446.003](#) (**Definitions for ORS 446.003 to 446.200 and 446.225 to 446.285 and ORS chapters 195, 196, 197, 215 and 227**) that is not being held as inventory for sale or lease in the regular course of business.

(4)A floating home as defined in ORS [830.700](#) (**Definitions for ORS 830.060 to 830.140 and 830.700 to 830.870**) that is not being held as inventory for sale or lease in the regular course of business. [2005 c.542 §15]

In Closing – The residents of Falcon Cove are looking to you to preserve the integrity, resources, and natural beauty of this place that we are grateful to call home now and for generations to come.

Please feel free to reach out with any questions or to set up a call.

Best Regards,
Joe Blecha and Ericka Klein
31912 Clatsop Lane
Arch Cape OR 97102
503-436-4633

Thank you for continuing to put these meetings together.

I have a few comments to submit concerning short term rentals in Falcon Cove:

Complaint Software Implementation

It's great that this new software should make it easier to receive complaints and for the county to process them. As the county searches for solutions to better respond to complaints, it's essential that violations against permit holders be verified. It's very easy to levy a complaint and the system should not prejudge that all complaints are honest or accurate.

Complaint trends could be shared in a transparent way so that we can find community based solutions. I believe the county should be working to empower the community to solve these issues. Legislating good neighborly behavior will likely have an unsuccessful outcome.

In the interest of transparency both ways, it would be great to know if the majority of complaints are coming from only a few people or if they are truly representative of the entire community of property owners. What is the process for dealing with false complaints should that become an issue now or at a future date?

Ordinance Change Suggestions

We have had excellent participation in these meetings. Thank you for facilitating them! It shows that the property owners in this area would like to have a say in proposed ordinance adjustments before they are submitted to the board. Please find a way to give stakeholders time and space to deliver well thought out feedback.

Community Involvement

A few of us have organized the majority of short term permit holders in Falcon Cove. I'd like to make myself available to receive complaints and concerns so we can try to find community solutions with some creative problem solving.

If folks are really interested in working together to address some of the concerns in our neighborhood then the STR permit holders are ready and willing to do so.

Independent of direct feedback, we are working to share best practices and have a positive impact on our neighborhood.

At our house we voluntarily limit occupancy by 27%, have installed dark sky solutions at the request of our neighbors, have increased our minimum stay to reduce turnover, and have reached out to all our neighbors opening ourselves up to feedback. We made these adjustments based on what we learned at the first meeting the county facilitated for Falcon Cove STR's.

In my opinion we need to strengthen community bonds and work together rather than ask the county to add to the existing ordinance. I believe lasting solutions are only going to come through community collaboration and willingness to compromise.

Thank you for considering my thoughts on this topic.

Best,

Jonathan Felix-Lund
Jonathanwlund@gmail.com
503.896.9837

Gail Henrikson

From: beth radich <bradich@gmail.com>
Sent: Friday, November 13, 2020 9:35 AM
To: Rob Ledgerwood
Subject: Re: 3rd Quarter Falcon Cove STR Meeting

Hi,
Not sure what's happening with my audio - hope you can try me again at the end and if not here are my points/questions - thank you:

Main points:

-What improvements can we expect in responsiveness due to the hotline?

--There are approximately 30% of the homes in this community being used as STR. **What actions are being taken in relation to residential housing supply regarding the use of so much residential housing supply being used as transient commercial lodging, given the issue with affordable housing supply?**

-What changes to the STR are being considered for our CR zone?

Thank you~

On Thu, Nov 12, 2020 at 9:54 AM Rob Ledgerwood <rledgerwood@co.clatsop.or.us> wrote:

Good Morning,

This is a reminder that our 3rd quarter Falcon Cove STR meeting is scheduled for tomorrow November 13, 2020 from 9am – 10am.

If you have not done so already, please register to attend
at: <https://attendee.gotowebinar.com/register/1934568029151703819>

Those wishing to provide written or public comment please let me know by close of business today so I can get you on the list/include written comment.

If you have any questions, please let me know.

Gail Henrikson

From: Guido Paparoni <gtaparoni@tx.rr.com>
Sent: Wednesday, November 18, 2020 7:07 AM
To: Gail Henrikson
Cc: Rob Ledgerwood; Lianne Thompson
Subject: Re: Additional Public Comment STR subject November 2020 meeting

Good morning Gail,

And thank you for your quick reply. I agree with you that the Board has no jurisdiction over FCBWD (we have both exchanged correspondence on this in the past), but the Board should be in a position to review the "case history" against STRs in our area, and hopefully take that into consideration if new or revised STR ordinances are enacted. Also, the Board should be in a position to work with our community and support the development and maintenance of our infrastructure if reallocating STR taxes is possible.

Many thanks again for your continued support, and for all the time and effort that the County and your team are spending on this issue.

Best regards,
Guido Paparoni

On Nov 18, 2020, at 08:55, Gail Henrikson <ghenrikson@co.clatsop.or.us> wrote:

Good morning, Mr. Paparoni.

Thank you for your comments. All comments we receive will be included in the agenda package for the February 24 Board of Commissioners work session. However, please keep in mind that the Board does not have jurisdiction over the Falcon Cove Beach Domestic Water District.

Gail

Gail Henrikson, AICP, CFM, Director

Clatsop County Community Development

800 Exchange Street, Suite 100

Astoria, OR 97103

503.325.8611

503.338.3666 Fax

ghenrikson@co.clatsop.or.us

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[Facebook](#)

COVID-19 AND LAND USE PLANNING: In order to protect the health of our employees, clients and the overall public, please be advised that **appointments are strongly encouraged**. Whenever possible **emails and virtual meetings are encouraged**. If you or anyone in your party is ill, coughing, or has a fever, please reschedule your meeting. We understand that this may be an inconvenience and we appreciate your cooperation in working to protect the health of our community.

Take our [customer satisfaction survey](#)

From: Guido Papanoni <gtaparoni@tx.rr.com>
Sent: Wednesday, November 18, 2020 5:58 AM
To: Rob Ledgerwood <ledgerwood@co.clatsop.or.us>; Gail Henrikson <ghenrikson@co.clatsop.or.us>
Cc: Lianne Thompson <lthompson@co.clatsop.or.us>
Subject: Additional Public Comment STR subject November 2020 meeting

Good morning Mr Ledgerwood and Ms. Henrikson,

I wanted to thank you again for hosting the November Falcon Cove Beach Short Term Rental Quarterly meeting and for requesting public comment.

During the meeting you mentioned that there will be a Clatsop County Board of Commissioners session in February 2021 regarding the subject of short term rentals. I would like to underscore two items that I hope will be discussed by the Commissioners during their meeting.

1) Validity of claims made by the FCBWD on high water use by STRs

As you are aware, a water moratorium was enacted by the FCBWD (12/29/2018) in part due to what was described as excessive water use by STRs. This was followed by the implementation of a tiered rate structure to discourage excessive water use. While the moratorium was allowed to expire in the Summer of 2020, in part due to the involvement of many community members, the FCBWD has continued to make the case that STRs consume excessive amounts of water, even though a respected hydrologist who was a member of the conservation committee studied the consumption data on behalf of the District, and his findings did not support that argument. Following the installation of new, more advanced water meters in the summer of 2020, we have also come to learn that significant leaks have been detected in our system, including a leak at the System operator's residence. Two owners of STR properties were presented with bills of ~ \$12,000 and ~\$8,000 which are in the process of being contested. If significant leaks were present in the past, it would be fair to question why this was not addressed by the FCBWD before enacting the moratorium? This had the direct outcome of increasing the rates billed to our community. I would urge the Clatsop County Board of Commissioners to validate if claims of excessive consumption by STRs are true, as made by members of the FCBWD, or if such claims are being used by members of our community, including elected officials of the FCBWD, to falsely support their case against STRs.

2) Allowing for a portion of the taxes collected from STRs to be reinvested into our community - roads and water district

A number of us attended the Arch Cape STR meeting and learned that in the fiscal year of 2019-2020, from the ~ \$770,700 collected from STR taxes by the County, about 61% of the STR tax revenue came from Arch Cape and Falcon Cove Beach (c.f. Monica Steele's comments). That equates to ~ \$474,000, with ~ \$85,000 coming from Falcon Cove Beach. We also learned that while \$57,000 went into improvements to the Arch Cape road and drainage system, none of that revenue was invested back into the Falcon Cove Beach community to repair and maintain our infrastructure. I would urge the Commissioners to find a way to reinvest a significant portion of that money into our roads.

Following from point 1 above, the FCBWD system operator has mentioned that he wishes to retire. That position was held by a layman, and done on a volunteer basis. Going forward the FCBWD desire to staff that position with a professional, properly qualified, system operator. Early budget studies by FCBWD have determined that the funds needed to pay this position may not be available. I would urge the commissioners to find a way to use a portion of the STR taxes to support the system operator position for FCBWD. This financial support would go a long way towards changing the conversation from an overall negative tone against STRs and outside visitors, to a more positive one where revenue from STR operator taxes is used to maintain and improve our neighborhood.

I would also like to conclude by stating that I am not an owner of an STR in our community, but have benefitted from having access to STRs to visit our family in the area. We also expect to retire in this community, and share it with others. My efforts on suspending the FCBWD moratorium, and seeking a balance on the subject of permanent residents vs. STR owners has to do with fostering good and balanced relations within our community. This includes participating in the checks and balances that are provided by our State government so that our local government is able to function without conflicts of interest. No elected official should use his or her position to the detriment of other community members and visiting members of the public.

Respectfully yours,

Guido Paparoni

Falcon Cove Beach property owner

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Gail Henrikson

From: Lianne Thompson
Sent: Monday, November 16, 2020 1:54 PM
To: Patrick Boyle
Cc: Rob Ledgerwood; ghendrickson@co.clatsop.or.us
Subject: Re: Falcon Cove Short Term Rental County Tax

Thank you for writing to share your excellent policy suggestion, Dr. Boyle.

I'll see what I can do.

Lianne Thompson
Clatsop County Commissioner
District 5

Sent from my iPhone

On Nov 14, 2020, at 12:32 PM, Patrick Boyle wrote:

Date: November 14, 2020

To: R. Ledgerwood

From: Patrick J and Sharyl Magnuson Boyle

RE: Falcon Cove Short Term Rental County Tax Income

We would like to request a proportional return of the revenue from the Short Term Rental Tax that is levied by the County on owners of rental properties in our community of Falcon Cove. Road maintenance and prevention of wear and tear on our local community roads is a clear targeted use of this revenue stream. In fact, this tax revenue should be viewed as an investment in the ongoing commerce and infrastructure of our lovely community.

--

Patrick J. Boyle, M.D.
Emeritus Professor of Medicine
University of New Mexico

--

Patrick J. Boyle, M.D.
Emeritus Professor of Medicine
University of New Mexico

Gail Henrikson

From: Amber Geiger <amber@ambergeiger.com>
Sent: Saturday, November 14, 2020 2:05 PM
To: Rob Ledgerwood
Subject: Re: STR falcon cove - written testimony

Thank you Rob, yes luckily, the link went to my icalendar so I was able to click on it but I never did receive an email after registering. I do have a written testimony I'd like submitted. See below and confirm receipt. Thank you! Appreciate your work on this. - Amber

--

11.13.20 STR MEETING

Written testimony from Amber Geiger Morgan:

My fear is that not all of the community are being included in this process. For example, my husband and I have a registered permitted STR in falcon cove and never received any official notice of any sort from the commission or the county about either meetings. A neighbor let us know and told us where to sign up. Is there not a legal responsibility to notify? It's imperative that the entire community is included otherwise it will be a one sided conversation.

This also pertains to the complaint process. The complaints must be verified and if they are not legitimate complaints there needs to be a consequence for that. This will ensure that the complaints will not be based in interest but actual events that need investigating. Also, the complaint line must be open to non STR properties as well. This also will ensure that STR's are not being unnecessarily targeted.

There is a divide in our community unfortunately that started with misinformation from the water board and continues now to stop STR's. The main interest of the complainers are to stop STR's and this is being used to continue the divide between STR's and full time residence. STRs are permitted in our neighborhood and should not be targeted.

Oregon's beaches are for all, including vacation rental owners and renters, second home property owners, full time owners, and all of the public. Let's keep our community inclusive for all and stop supporting othering and dividing.

Thank you for submitting my testimony.

Amber Geiger Morgan

--

amber geiger | **PRODUCER**
cell: 503.816.2371
email: amber@ambergeiger.com
web: www.ambergeiger.com

CONFIDENTIALITY NOTICE: This email and its contents are confidential for the designated recipient(s) only. You may not disclose or use the information within this email or its attachments to unauthorized third parties. Anyone who receives this email by error should treat it as confidential and reply by email to amber@ambergeiger.com. Thank you.

On Nov 13, 2020, at 11:41 AM, Rob Ledgerwood <rledgerwood@co.clatsop.or.us> wrote:

Amber,

Gail Henrikson

From: Rob Ledgerwood
Sent: Monday, October 12, 2020 8:23 AM
To: Gail Henrikson; 'Charles Dice'
Cc: Beth Radich; Ted Mclean
Subject: RE: Zoom Public Meeting on STRs Wednesday 14 October

Charles,

Just to clarify, the Meeting date identified in your subject line is specific for the Arch Cape area. I will file this email string for the next falcon cove meeting STR meeting in November.

Best Regards,

Rob Ledgerwood
Code Compliance Specialist
Clatsop County Community Development
800 Exchange Street, Suite 100
Phone: (503) 325-8611
Fax: (503) 338-3606
rlledgerwood@co.clatsop.or.us
www.co.clatsop.or.us

From: Gail Henrikson
Sent: Monday, October 12, 2020 7:05 AM
To: 'Charles Dice' ; Rob Ledgerwood
Cc: Beth Radich ; Ted Mclean
Subject: RE: Zoom Public Meeting on STRs Wednesday 14 October

Good morning, Charles.

Public Works toured the Cove Beach area following the July STR meeting. I've copied Ted Mclean, Public Works Director, on this response. He will be able to address the signage issue.

Thanks.

Gail

Gail Henrikson, AICP, CFM, Director
Clatsop County Community Development
800 Exchange Street, Suite 100
Astoria, OR 97103
503.325.8611
503.338.3666 Fax
ghenrikson@co.clatsop.or.us
www.co.clatsop.or.us
[Facebook](#)

COVID-19 AND LAND USE PLANNING: In order to protect the health of our employees, clients and the overall public, please be advised that beginning March 18, the Land Use Planning Division will be working on an appointment-only basis. Whenever possible emails and phone meetings are encouraged. If you or anyone in your party is ill, coughing, or has a fever, please reschedule your meeting. We understand that this may be an inconvenience and we appreciate your cooperation in working to protect the health of our community.

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From: Charles Dice <cadice@hotmail.com>
Sent: Sunday, October 11, 2020 5:56 PM
To: Rob Ledgerwood <rledgerwood@co.clatsop.or.us>; Gail Henrikson <ghenrikson@co.clatsop.or.us>
Cc: Charles Dice <cadice@hotmail.com>; Beth Radich <bradich@gmail.com>
Subject: Zoom Public Meeting on STRs Wednesday 14 October

Hello Rob,

I would like to bring to your attention again the parking issues in Cove Beach regarding the many, many vehicles that end up parking on our very narrow roads (12 feet wide or less) in our Community. As you know, this is a RESIDENTIAL Community and our roads were never designed to handle the traffic that we have seen over the past few years as the number of STRs in our Community has swelled to over 30. It is not just the vehicles used by the renters (and we have routinely seen 8 to 10 cars at certain properties) but also the army of support/service providers including gardeners, caretakers, rental agents, appliance repair folks, electricians, plumbers, roof repair folks, etc. This is really becoming a safety issue for those of us who live here and are residents here and who depend on these small roads providing access to emergency vehicles when necessary - not to mention a Quality of Life issue for those of us who do live here and who decided to live here because this is supposed to be a RESIDENTIAL community. I am attaching some pictures of Tide Road between Tide Road and Cove Beach Road that shows vehicles parked all along the north portion of this roadway - this is quite typical of the congestion and restricted roadway for almost any day during the summer months.

Our Community would like to see the County post signs at least at the entrance roads to our Community to state that NO ON-STREET Parking is Allowed in Cove Beach.

Thanks,

Charles A. Dice

Tel=503-436-0146

Email = cadice@hotmail.com

The information contained in this email may be confidential and may also be attorney privileged. The information is intended for the use of the individual or entity to whom it is addressed. If you are not the intended, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this email is strictly prohibited. **If you have received this email in error, please immediately notify us by return email or telephone, and erase/destroy this email. Thank you.**

Gail Henrikson

From: Nancy Weil <nancykweil@gmail.com>
Sent: Friday, November 20, 2020 3:00 PM
To: Rob Ledgerwood
Subject: STR comments

Hi Rob,

I attended the virtual STR meeting Clatsop County conducted on Compliance on November 13th 2020. I appreciated the meeting to receive County update on STR Complaint procedures, record keeping software and the roll out date of the Hotline. Also, the opportunity to listen to my neighbors perspectives on STR regulations, violations and suggestions for a more harmonious community.

I will limit my comments here to the parking concern and tracking of all complaints reported to the county. I live full time, as our home in Falcon Cove is our only residence, we are located in Tillamook County. The roads connecting Cove Beach and Falcon Cove are substandard with limited county maintenance. The actual widths of the roads, whether paved or unpaved are not to platted county required widths. Therefore parking along these roads can be tricky. Overgrowth of vegetation, deep ditches, landscaping can restrict parking along the shoulder of the road. Once vehicles (ranging from cars to vans to RV's) park on one side of a street with half the vehicle on the road surface the access becomes compromised for two way traffic. But if parking occurs on both side of street, right of way is blocked especially to emergency response vehicles.

We front Columbia Street and have witnessed this often. We have also seen tow trucks pulling cars out of ditches along our property. Increase of traffic whether due to day visitors or STR overflow impedes the local traffic flow and endangers access in emergencies.

With the aid of the County's new software and the Complaint Hotline, I would expect record keeping and access to records to be much improved regarding STR complaints. And that a full record is kept of all complaints.

Thanks very much,

Nancy Weil
6085 Columbia Street
Falcon Cove
Arch Cape, Or 97102

Allan Solares
79560 Ray Brown Road
503-624-9601
solaresam@aol.com

**Testimony on Short Term Rental Permits in Falcon Cove
Nov. 13, 2020**

It is time to revisit the existing ordinance on STRs to determine what changes may be needed to fix problems in its requirements and implementation.

First consider the benefits of the STR ordinance:

- Improved health and safety through building, fire and other requirements verified by inspection
- Improved collection of Room Tax Revenue as STRs are identified
- Improved conditions for neighbors with regulation of parking, noise, garbage, # people

The last point – parking, noise, garbage and the number of people is where most of the complaints have focused. The current STR requirements are both necessary and sufficient. Ant the STR ordinance gives the county a tool bag of responses ranging from warnings to fines to restrictions to revocation. The requirements are not the problem.

The implementation and enforcement of the STR requirements is the problem.

It is important to note that most STRs are not the subject of complaints. And some are the object of legitimate complaints while some may be subject to spurious complaints. Most complaints would preferably be handled through direct communications with the owners. But some neighbors for various reasons, are uncomfortable doing so and hence are relying on the county to take care of it. So where there are complaints, the initial issue is to determine whether the complaint is legitimate? The county needs to identify how many and which houses are receiving complaints, and more importantly, whether the complaints are valid.

Legitimate complaints should be promptly and effectively responded to through communication and enforcement.

The county has been unable to respond to many complaints because of other code compliance priorities taking precedent and a lack of manpower. It has been recommended that the county engage a contractor to receive, respond and validate complaints then take appropriate action.

STR owners support enhancing the county's capability to respond to legitimate complaints. And it is reasonable to expect that STR owners, and especially STR ordinance violators, will need to pay for this service through fees and fines. It is reasonable for STR owners to support the imposition of the county's remedies for violators, especially chronic violators, as they give a bad name to the vast majority of responsible STR owners who take their neighbors' concerns responsibly. Keep in mind that STR owners are already paying a substantial amount in room tax revenue. Last year I paid about \$11,000 in room tax to the county. (How much is paid collectively by the STR owners in Falcon Cove?)

Keep in mind that STR owners also have rights, needs and concerns. Many cannot afford to own these homes without some rental income. And the claim that people are buying up homes for commercial investment as rentals is unverified. And practically speaking, I can tell you that the cost to own and operate a STR comes nowhere near being profitable. Especially since the main rental season on the Oregon coast is during the summer with only sporadic and unreliable rentals the rest of the year. I can tell you from 20 years of experience that a person is lucky to cover about half of the cost owning a home that is rented out.

The other theme of objection to STRs is not focused on the specific complaints described above, which can be remedied, but to the general claim that this neighborhood (and by inference, others like it, Arch Cape, Tolovana, Gearhart, etc.) should be solely for the benefit of certain owners. In fact most of the 100 or so homes in Falcon Cove are vacation homes with only about 20 occupied full time. Perhaps we should ban vacation homes period. Even if they are not rentals, they have parties, friends and relatives staying who can have negative effects on their neighbors as well. But we don't subject them to these reasonable requirements of parking, noise, garbage and numbers. But that's OK. Renting a home does justify the reasonable regulation that the county currently has. We just need to make its implementation and enforcement more effective.

Let's remember that the Oregon Coast, like other beautiful areas in the country, are for the enjoyment of everyone, not just for the elite few that can afford a home, especially a second home. Visionaries like Governor Oswald West opened up the beaches so that all people could enjoy them without hindrance. Oregonians and others who come to the coast have a reasonable expectation to find places to stay that are not limited to motels and hotels. I, like most of you, often go to beautiful areas and rent a home. All of these areas have the same problems that are being discussed here but the solution is not to impose restrictions that effectively, or explicitly, prohibit rentals but instead to impose and enforce reasonable requirements.

In summary,

- **The current STR requirements are not the problem. The implementation and enforcement of the STR requirements is the problem.**
- **STR owners support enhancing the county's capability to respond to legitimate complaints.**
- **Legitimate complaints should be promptly and effectively responded to through communication and enforcement.**
- **Enjoyment of Oregon's coast, and its homes, should not be restricted to only those who can afford to own them. We can share our good fortune and be good neighbors.**

Thanks you for your consideration.

Allan Solares

EXHIBIT E

FALCON COVE BEACH STR MEETING COMMENTS

JANUARY 26, 2021

Brian M Lippy
6165 Columbia Street
Falcon Cove, OR 97102

Testimony to STRs in Falcon Cove

To Whom it May Concern,

We bought our house in Falcon Cove in 2010 . During the time we have owned in Falcon Cove we lived there full time for 2.5 years before moving to Nehalem to pursue farming. We have maintained our Falcon Cove house as a short-term rental as a way to keep the home in our family and create some modest revenue. For the majority of the years that we have owned the home, it has broken even financially, as we consistently use the income to keep it well maintained (and pay the mortgage). That is to say this is not strictly a “money maker” for us, though we defend our right to make and maintain a sound investment.

A key factor in our research while buying a home on the North Oregon Coast was that it needed to qualify as a STR for it to be a feasible investment. Falcon Cove clearly allowed STRs long before we arrived and our home already had a solid rental history when we purchased it. We purposely chose to own a home there vs one of the nearby communities with stricter laws. I have to assume that anyone who has chosen to buy a home in Falcon Cove knew these facts going into their purchase and were well aware of the STRs before they chose to spend time there and/or live there full time.

Anyone who loves the Oregon coast knows that the North Coast economy is largely fueled by tourism. A tremendous number of businesses and local workers are extremely affected by tourism dollars and STRs. That is a clear reason to support STRs and their allowance seems logical in these more remote zones such as Falcon Cove.

To acknowledge the subject of water usage which is very important, we use an average amount per month for a family of 3 and we educate our guests about water and septic usage. We were aware of a water moratorium on new construction, but that has recently been lifted and I’m also told a new well has come online this December. If there is truly a dire water situation or if there is evidence that all the water is being used by STRs, I would need to see data to support that claim. I also know that we have paid for water usage when going over the allotted amount, I assume that \$\$ is going towards solving the problem for all residents.

While our house is officially in Tillamook County and not the subject of this immediate legal action, we will participate in this discussion as we feel it sets a bad precedent for some residents to be able to tell other residents what to do with their property by trying to strong hand the county into changing its current laws.

We acknowledge and can appreciate that some people simply do not care for STRs, and though they are entitled to their opinion, trying to shut down a person's legal right to utilize their home in this way is unfair and unlawful. It saddens us that some people have had bad experiences with their neighbor's STRs, but that is not due cause to shut it down Cove-wide.

We take renting our home very seriously. We have open communication with our neighbors and have always done our best to maintain a respectful and positive effect on the surrounding houses. Technically, we are allowed to rent to 11 people per our rental permit, but we feel this is an excessive amount and would have a negative impact on our neighbors so we very strictly limit our rental to 5 people. Additionally, we are animal lovers (and owners) but choose not to allow pets in our rental due to the same reasoning. Both of our surrounding neighbors have cats, plus we wanted to avoid creating any nuisances for the Cove.

Rental permits were not even required when we started, so we have seen the counties management of STRs evolve from day one. We embraced the county's decision to license it and tax it, and we acknowledge that it needs to continue to be assessed and managed diligently.

I understand that people fear change and in recent days we have seen tourism and visitor numbers sustained and possibly growing, as well as 2ndhome owners becoming full time residents, and new folks fleeing the city and making new homes in Falcon Cove. People are coming one way or the other. But I don't see comparing it to towns like Hood River or Cannon Beach (or Bend) as accurate representation for needing to change the existing laws. The geography of the Cove is strictly prohibitive for growth on a large scale and I don't see us getting a post office anytime soon. The facts are that the arguments used in some towns to strike down STRs simply don't apply in Falcon Cove.

While at the same time, if you are poorly managing your rental and causing problems in the community, there should absolutely be a way to voice that problem so that it can be dealt with appropriately. It sounds like Clatsop County is providing this avenue. And, in a perfect world, if you are having issues with your neighbor, handle it directly with them and don't subject everyone to your complaints through legal action. We welcome any fair and appropriate governing of STRs so that it will allow people the ability to own a home in Falcon Cove while providing much needed revenue for the counties.

We welcome all discussion on this matter and believe that everyone should be heard and all things taken into consideration. We also ask that long standing and well-known laws be acknowledged.

Ron Cox / Leslie Ann Butler
79058 Cove Beach Rd.
Falcon Cove, OR 97102
Stratcat58@gmail.com
971-226-4798 voice/sms

January 7, 2021

Joanna Lyons-Antley
Clatsop County Council

CC:
Clatsop County Board of Commissioners
County Manager Don Bohn
Assistant County Manager Monica Steele
Planning Director Gail Henrickson

Dear Ms. Lyons-Antley and All Concerned:

My name is Ron Cox, my wife Leslie Ann Butler and I are owners of a second home located in the Falcon Cove area of Clatsop County. I am writing you today to express my concerns and feelings regarding the ongoing activities of a select group of citizens striving to impose additional restrictions on the property owners wishing to offer their homes to Short-Term Rental (STR) customers.

My concern arises from the actions of this select group who are vociferously engaging the county with complaints about STR properties within the Falcon Cove district. As you are aware, there is an established board within the County Planning department tasked solely with collecting and cataloging these complaints leveled by a handful of residents. Complaints that quite frankly, could be addressed directly between we the neighbors in the community without burdening the vital resources of the county.

The complaints are largely heresy by nature and unsubstantiated. As an example, in the last neighborhood meeting kindly moderated by the County Planning staff, more than one individual was appealing for the planning staff to become involved in alleged criminal activities that were clearly outside the scope of their mandate and un-reported to law enforcement.

The nature of other complaints center around restriction of visitors to the area and use of the public roads and beaches. The complaints specifically regarding the presence of STR

visitors could best be addressed between neighbors without burdening the county staff to act as mediators.

Leslie Ann and I have been making our home in Falcon cove available to visitors through a STR arrangement beginning around 2005. In that time, we have received a total of one complaint from a neighbor regarding the behavior of STR guests at our house in Falcon Cove. Given the hundreds of guests that we have shared our home with in this time, I find that the incidence of bad behavior on the part of STR guests to be statistically insignificant.

As a fifth generation Oregonian myself, I realize how important the tourism industry is to our State. I share and applaud the sentiments of our former civic leaders like former Gov. Oswald West, former Gov. Tom McCall, former Senator Mark Hatfield and others who espoused the vision of open access to the natural beauties of our State for residents and visitors alike. These leaders also realized that part of the allure of our State is the kind, generous, welcoming spirit of those of us that call it home.

The Short-Term Rental industry is a rapidly emerging market that will not disappear, and in fact continues to grow in popularity around the world. Many families seek out the unique, memorable destinations found in Cannon Beach and other locales within the county and are looking for the special experience provided by STR accommodations. I think that it would be sad and run contrary to the nature of our welcoming tourism industry to restrict the opportunities for vacationers to visit Clatsop County.

I am appealing to you, members of our county governing body to carefully consider the full consequences of supporting the wishes of a very small minority on a matter that directly affects the vitality of the economy of the State and County. This is an isolated issue within our neighborhood that has an established history of resolving problems in a neighborly manner.

With Kind regards,

The image shows two handwritten signatures in dark ink. The signature on the left is 'Ron Cox' and the signature on the right is 'Leslie Ann Butler'. Both are written in a cursive, flowing style.

Ron Cox / Leslie Ann Butler

January 22, 2021

Gail Hendrikson, Community Development Director
Don Bohn, Clatsop County Manager
Lianne Thompson, Clatsop County Board of Commissioners
Rob Legerwood, Clatsop County Code Compliance

Dear Gail, Don, Lianne and Rob,
RE: Short Term Rental in Falcon Cove Beach

As the owner of a short term rental in Falcon Cove Beach I am writing you to ask that short term rentals not be curtailed or restricted.

I have owned my home there since 1986. I have always treasured and my small piece of Heaven on Earth. It is a joy to share, and for years I let friends use my house just in return for cleaning it. After a divorce it was difficult to maintain on my own so I began renting it out. Far Cry was upgraded to all the County regulations and my license was issued. Local people were hired to clean, maintain my yard and make necessary repairs. Local products and materials were used. Appliances, furniture, trees were replaced as needed, all from local retailers. Renters and guests take advantage of local restaurants and tourist attractions. Though my economic impact is small it does add dollars to the local communities.

License fees were significant. Rental taxes are paid. Property taxes are paid, road fees are paid. Many times I have gotten a load of gravel and repaired holes in our roads in the Cove. Years back I spent several thousand of dollars having a sink hole repaired and adding a drainage pipe through one of the public beach accesses. Neither the County or the nor the Parks department could help. It needed to be done for the safety of all of us that use that access.

I volunteer for our Tsunami Disaster Committee. I have organized 4th of July gatherings for the neighbors, I try attend the water board meetings and restrict my water useage to less than one-third of the minimum water we are allowed. I pay for the full minimum. Until a few neighbors began this campaign to end or curtail STRs, I considered us a close knit community where I could depend and trust anyone. This makes me very sad.

Not once in the years that I have rented my house have I had a complaint. House rules as well as STR rules are posted. Guests are sent these prior to arriving. Rules are posted in the house. Exterior lights all have signs on them to remind guest to turn them off before 10:00PM. My trash is picked up on a regular basis. My yard is clean and neat. All safety measures are established including evacuation maps, emergency numbers, and emergency supplies. I also provide updated tide tables and warn everyone of common considerations for being on the beach.

Our beaches belong to the public. Recently I have seen our usually friendly community not wel-

few STR owners. Of these few that have expressed concerns several are relatively new to the Cove and are unaware of the history. In addition, some of the complaints I have heard about are simply untrue. As a result of this the County has had to commit valuable resources to monitor and follow up on complaints rather than we, as a community, work together to resolve any issues. I don't like the trash some visitors leave or the damage they have done to our streets, but I just clean it up or fix it. If it is too big of a job, I ask neighbors for help. Job done.

Many renters/guests at my home return every year and have left my house in better condition than when they arrived. Several of these people I have come to know. Others have written me beautiful notes. This means a lot to me. STRs give people that couldn't other wise come to our beautiful area a wonderful, personal alternative to our hotels. Often families have rented several houses at the same time to be together. I do this with my own family. Our County benefits from the money they spend.

STRs allow people to visit and enjoy our area with minimal impact. Most STR owners, like myself, consider our houses to be second homes and care for them very much. I am there as much as I can be. These visitors aren't staying for long periods of time, they aren't building new homes and using more resources, they aren't taking down trees or invading the privacy of others. My house is rented on the average of 65 days a year. This is not a profitable endeavor, but it does help offset expenses. My home is an investment for me personally. I do not consider it a business.

I believe there is always a silver lining to difficult situations. The silver lining to this threat to STRs has been getting to know other STR owners and working together to self-police activities of renters we can't control, and sharing information and support. While I think it will take more time to heal the differences between owner occupied homes, owner part time homes and STRs, I believe it is possible. I will certainly work to that goal.

I implore you to continue to allow STRs in Falcon Cove Beach, encourage people to work together with outside policing only as a last measure and be there as always to make our County a great place to be.

Thank you for your consideration.

Respectfully,

Carolyn Crawford, owner
Far Cry
79136 Tide Rd.
Falcon Cove, OR

Primary Residence: 9712 NE 36th Pl.
Vancouver, WA 98665
360-931-0481

January 22, 2021

Gail Henrikson, Director
Julia Decker, planning Manager
Rod Langer
And All Concerned with STR at Falcon Cove

Subject – County’s invitation for Public Comment on STR Falcon Cove-
-Beach Bill – ORS 390.610

Dear Ms.Henrikson and Dear Ms.Decker,

Please accept and consider our view on STR issue that has come up for discussions.

We have been using STR for the last 32 years and in our opinion property owners who offer their homes to STRs should be commended for the valuable service their homes provide. STRs provide a clean kept up place to spend a few days and enjoy the Oregon coast line, and the coastal community.

We are appealing to you to please share with all who oppose this valuable service, that Legislative Assembly understood this issue more than 50 years ago.

In 1967 Legislative Assembly through ORS 390.610 policy statement gave to the people a declaration stating “that **it is in the public interest to do whatever is necessary to preserve and protect scenic and recreational use of Oregon’s ocean shore.”**

STR by its title SHORT TERM RENTAL elegantly serves the policy statementrecreational use of Oregon’s Ocean Shore..... STR allows for many different families to come enjoy the shorelines of Oregon for a few days and then leave. STR homes do not just serve one family full time all year.

Owners like Ms.Crawford should be commended as STR not only provides a place to stay but also provides visiting family parking, mowed lawns, a place that is consistently kept up cured of salt water damage to paint and windows on the coastlines.

STRs provide many other benefits to us as a community that must not be forgotten, when such issues come up for communities to consider. We are listing some below

- 1) STR protects and helps preserve scenic beauty – with availability of STR less people buy land to build their own place. If STRs are impacted it will in turn create a demand for more builds, which will result in more Trees being Cut, more erosion, pressure on water supply and storm water drainage and more pollution from roofs and paving.
- 2) STR in Falcon Cove help support local businesses in towns North and South of Falcon Cove. People go out to eat, shop, buy foods and play in neighboring towns thus contributing to local economy
- 3) STR are typically used by same families therefore builds a sense of pride and belonging to keep things clean and protected for next visit.

Those who oppose STRs and live on the Coast line must know that Beach Bill was the result of actions taken by private property owner to prevent others from using the beach. Keeping others away is not the answer.

Garbage, noise and parking have been brought to light as issues due to STRs, in our opinion these are actually due to lack of public parking, lack of garbage cans and noise is from day visitors who find Falcon Cove a great refuge away from larger gathering places such as Manzanita.

STRs are a valuable asset for all, and in use for over 32 years. Impacting the use of STRs will not fix a problem caused by day users.

It is our appeal to allow for STRs for people like us who come in peace to enjoy the beach/coastline and cherish quiet time and a clean beach.

A better solution would be to have signs posted where not to park, and educate people to maintain peace, quiet and clean the beach as volunteers.

Thank you
Kim and Manoj Kripalani
27615 SE Robinson RD
Camas WA 98607

Gail Henrikson

Subject: FW: STR Falcon Cove-Public Comments-Beach Bill

From: Cheryl Warren <yakwarren@gmail.com>

Sent: Sunday, January 24, 2021 12:40 PM

To: Clatsop Development <comdev@co.clatsop.or.us>

Subject: STR Falcon Cove-Public Comments-Beach Bill

Dear Community Development Clatsop County OR

Gail Henrikson, Director

Julia Decker, Planning Manager

Rod Langer

And All Concerned with STR at Falcon Cove-Beach Bill-ORS 390.610

I have been visiting Falcon Cove for the past 30 years and specifically staying at Carolyn Craford's home. I have come to know some of the neighbors and have even had their children come to play in the yard during my visit. Falcon Cove has always been my primary vacation destination, visiting two to three times a year. Needless to say, It has become a very special place to me. I have family members and friends that also vacation at Falcon Cove. We all take great pride in the beauty of the Cove and during visits will often remove trash from the beach and always take care in leaving the home in better condition then when arrived.

During a recent visit, I have become increasingly concerned over some apparent home owners building barricades of driftwood and rocks at the entry of public beach access, in an attempt to prevent visitors from parking. I also witnessed a homeowner last summer telling an individual attempting to park at the entrance of public access to the beach, that they could not park there. In my thirty years of visiting the FC this area has Always been a place to safely park and access the beach. The beach accesses are public and for ALL the people, not for a few homeowners to try limiting access to public land for their private use. Population is growing rapidly in the NW and short term rentals provide an affordable opportunity for families to come and enjoy the Oregon Coast.

I appeal to this board to come up with a better solution than limiting STR and continue to allow STR for people to come in peace to enjoy the beach and appreciate the quiet beauty.

Thank You,
Cheryl Warren
Camas, WA
503.232.0324

Here are a few of the reviews posted on the **VRBO** site for Far Cry from grateful guests who would be disappointed if they could not have access to small “getaways” in Falcon Cove Beach. I am sure other short term rental owners also have similar reviews from tourists loving access to our area.

We absolutely loved staying there. Carolyn was super to work with. Fry Cry was exactly as advertised and the ocean and the beach were a quick walk down steps, and always in view from all the rooms in the house. We loved our getaway and would definitely like to come back.
Kathleen H
VRBO
Oct. 2019

This homey cottage is a lovely place to stay while visiting the coast. The view from the large square windows is simply breath taking. I would sit on the window seats and watch the sun go down every night.
Andrea B
VRBO
Nov 2019

The property was perfect for my friend and me and our dogs. The kitchen was well stocked, the bedrooms comfy (loved the mattress heaters), and the views were amazing. The best access proximity is the best location on the whold beach—and, yes-there are round bulky rocks you have to navigate to get to the sand when the tide is out, but walking down to the north end and walking through the arch at Arch Cape ? -this is exactly what our exhausted selves needed. The house was perfect>
Susan H
VRBO
July 2020

Far Cry is tucked away in a beautiful portion of the Oregon Coast in Falcon Cove. You are a short drive from Cannon Beach and Manzanita. The view is breath taking. No WIFI and little cell service. A true getaway.
Ben S.
VRBO
Oct 2020

This provided just the break we were hoping for.
Joel M.
VRBO
Nov. 2020

Jan 23, 2021

Carol Harn
79238 Ray Brown Road
Cove Beach, Oregon 97102

Dear Commissioner Lianne Thompson and fellow Commissioners,

I am a new owner of our dream home in Cove Beach. My husband and our three children have been coming to the Oregon Coast for 20 years and we are thrilled to be able to have a home of our own for our family and friends to enjoy. We purchased our home as an active STR with Meredith Lodging. We submitted applications for a new permit, and we decided to lease our home out as a vacation rental on our own. We introduced ourselves to our neighbors, brought them a pie, and gave them our phone numbers in case they ever needed to reach us. We have been very clear with them that we want to hear from them should there ever be excessive noise or any issue at our home. We have been vacation renting for 8 mos with absolutely no problems. We make contact with our guests, we vet them, we make sure they understand our house rules (which includes quiet hours, driving 10 mph in Cove, outside lights out at night etc etc) and we have had only positive experiences. It has been inspiring to meet so many people who are respectful and kind and caring!

The Pandemic has certainly added to the activity levels in Cove Beach. On sunny days, there are often cars parked (locals and tourists) near the beach entrances, with more and more people discovering the immense beauty we all get to call home. While this is unsettling to some, it is not something that is reversible. Our homes are at the foot of a glorious state park! The remote beauty that we share is simply that...remote beauty to share. The Pandemic has forced people to shelter in place and to discover what is in their backyards. It has blurred the lines of working and vacation, with more and more people looking to find a safe, clean space to call home for a couple weeks. This trend is growing and it is a global trend. The Oregon Coast has been discovered and we are just grateful we get to share it.

One of my concerns is that the County is being used as a sounding board for a few resident owners to make unsubstantiated complaints. We recently had some interior work done on our home and it included adding some lights to our garage. We got a phone call after the final inspector came that said "a neighbor by the name of The Water District complained that you were adding a kitchen so that you could possibly rent to more guests". Our inspection was approved as there are no plans to add a kitchen in or around our garage. It would have been most neighborly if whoever logged this complaint, walked over to our home, knocked on the door, introduced themselves and asked us a few questions. We are really friendly people and always happy to meet our neighbors and certainly would have been happy to speak directly with them about concerns they may have. This would have been so easy. But instead the false complaint delayed our permitted work for a few days because the County had to contact us to

confirm we are not adding a kitchen. Opinions and assumptions or false accusations being called in to the County are not a valid way to stop STR's. This is not warm and neighborly nor is it respectful of our hard working County staff.

The Cove is such a peaceful, quiet place and I think it's fair to say we all want to keep it that way. I believe we can keep it special by working together as a community to care for our neighborhood.

I urge our Commissioners to consider the needs of the entire community. I urge you to be diligent as you discern complaints for STR's. I urge you to consider the historical positive track record of STR's in the Falcon Cove area and how the world is changing to continue to accommodate the needs of visitors discovering our state of Oregon's natural beauty.

Thank you for your commitment and service to the entire Oregon Coast.

Sincerely,
Carol Harn

CC: Gail Henrikson comdev@co.clatsop.or.us
Mark Kujala mkujala@co.clatsop.or.us
John Toyooka Toyooka@co.clatsop.or.us
Pamela Wev pwev@co.clatsop.or.us
Courtney Bangs cbangs@co.clatsop.or.us

January 25, 2021

Mark Kujala, District 1 Commissioner and Board of County Commissioners Chair
Lianne Thompson, District 5 Commissioner and Board Vice Chair
Pamela Wev, District 3 Commissioner
John Toyooka, District 2 Commissioner
Courtney Bangs, District 4 Commissioner
Don Bohn, County Manager
Gail Henrikson, Director of Community Development

Dear Commissioners Kujala, Thompson, Wev, Bangs and Toyooka; County Manager Bohn; and Director Henrikson,

Marriott International Homes & Villas is advertising a “hidden oasis” in our rural neighborhood.* Their paying customers will think it truly is a hidden oasis, but that’s no longer the case for us, the property owners and residents of Falcon Cove Beach and citizens of Clatsop County.

Falcon Cove Beach (FCB) is a rural, residential community of 95 homes, with 25 full-time residents and approximately 200 part-time home owners. Thirty STRs are already bringing more than 20,000 STR transient customers a year to our small community. The proliferation of STRs in our Cove has burgeoned out of control, – as the Marriott example shows – changing the balance from residential to blatantly commercial, overwhelming our infrastructure, endangering our health and safety, and straining the natural environment which sustains us.

The Friends of FCB, after months of research and thoughtful discussion, have concluded that a diverse volunteer task force of FCB property owners working cooperatively with Clatsop County leaders and outside experts will be the best means for creating long-lasting solutions to this unprecedented growth. We invite you to join our undertaking. Over 70 residents and property owners from 35 households endorse our efforts.

In order to move forward, our most immediate needs are:

- A freeze on issuance of new short term rental (STR) permits in our FCB community while a long range plan is being developed to address the issues raised
- A clarification of the current CR Zone ordinance which does not appear to permit vacation rentals in the Coastal Residential Zone
- Addressing the commercial nature of STRs while supporting and maintaining the rural residential character and quality of life in Falcon Cove Beach
- Ensuring STRs do not further endanger public health and safety in terms of septic system design and operation, parking practices on very narrow local roads, and impact on our community resources

We are determined to protect the beauty and livability of this place we love. We look forward to working with you. Thank you.

Respectfully submitted

Friends of Falcon Cove Beach
FalconCoveBeachFriends@gmail.com

Cover Letter continued on page 2

Attachments

- Priority Requests for County Action
- Background Facts and Data with Citations
- FCB Residents and Property Owners Endorsing Request

*[Marriott Link](#)

https://homes-and-villas.marriott.com/en/properties/78099946-arch-cape-modern-beachside-hideaway-with-decks-and-fireplace?locationName=Cannon%20Beach,%20Oregon&start_date=2021-07-10&number_of_guests=1&nights=8&showPriceInHomeCurrency=falseTeam

A Few Facts on STRs from Friends of Falcon Cove Beach

1. Administratively, Falcon Cove Beach straddles two counties – Clatsop and Tillamook. Geographically, Oswald West State Park surrounds our Cove on three sides. Cape Falcon Marine Reserve and the Pacific Ocean border the west side. Our community between the forest and the sea, bridges the two protected natural areas.

2.

Clatsop County	Tillamook County
66 homes	29 homes
20 are short-term rentals	10 are short-term rentals
30%	34%

For perspective, Arch Cape’s short-term rental (STR) proportion is 21%; Cannon Beach 11%; Manzanita 20%; Gearhart 6%; Seaside 9%.¹

Clatsop County does not limit the number of possible STRs in unincorporated rural areas – like our Cove.

3. Another way to look at it –

25 full-time residents (actual people)
200 part-time residents (4 per home)
20,640 STR transient customers per year²

These numbers don’t include all the support people required for each rental – property managers, meet & greeters, caretakers, cleaners, lawn service and maintenance crews, and septic tank pumpers.

4. Until January 1992, Cove Beach Subdivision Deed Restrictions specifically prohibited home rentals.³

Since January 1992, the new Coastal Residential (CR) Zoning Ordinance Zone doesn’t permit or give conditional use to short term rentals or vacation rentals or any other kind of commercial activity.⁴

5. STRs dramatically reduce affordable housing availability. Clatsop County already recognizes this significant problem.⁵

6. While both Clatsop and Tillamook Counties require an initial Septic System Inspection for an STR permit, they check functionality, not **capacity**. This results in failures when the number of people using the system, exceeds the system design capacity.

A house on a septic system designed for a family of 4, can legally be listed as an 8-10 customer rental. Houses on 1500-2000-gallon holding tanks also can be approved as STRs. These tanks often are pumped twice a month, a stinky process indeed!

7. STRs use more water than non-STR properties. In Falcon Cove Beach, approximately 75% of the houses which exceed the base 4500 gallons per month, are STRs.⁶
8. STRs pay a 10.5% Transient Occupancy Tax (TOT) to Clatsop County. In 2019, Falcon Cove Beach STRs paid approximately \$84,000 in room tax.⁷ Currently, **none** of these funds are used to support our community infrastructure.
9. At this time, **none** of the Falcon Cove Beach STR owners are full-time or part-time residents. **None** live in Clatsop County.

Falcon Cove Beach residents don't need tourists to exist. We're not Seaside or Cannon Beach. The money the STRs generate, doesn't stay in our community. However the community pays the expense of having them. No one in our community benefits from the STR rentals – except the STR owners and the County.

- long time FCB resident

Notes

*¹ Cannon Beach STR Task Force PPT Presentation, March 3, 2020

*² Peak Season: 24 people/week x 20 weeks x 30 STRs x 90% rental rate. Non-peak Season: 16 people/wk x 32 weeks x 30 STRs x 50% rental rate. Occupancy rates vary from 4-14 customers with most STRs in the 6- 8 customer range. Additional details available on request.

*³ The Arch Cape Land Company created and platted the Cove Beach Subdivision in 1927. Clatsop County Deeds Book 290 p395.

*⁴ CC CR Zone Ordinance 80-14

*⁵ Clatsop County Housing Strategies Report, January 2019.

Control Commercial Use of Residential Land: Non-residential uses of housing units should be discouraged and/or controlled to the extent possible. This includes housing used purely for short-term rental and investment income. It can be helpful to shift the mindset to thinking of these as commercial uses (like a hotel) taking place in residential zones where they may not be appropriate.

Making a Business of “Residential Use:” The Short-Term Rental Dilemma in Common-Interest Communities. Emory Law Journal. <https://scholarlycommons.law.emory.edu/elj/vol68/iss4/3/>

*⁶ Falcon Cove Beach Domestic Water District (FCBDWD)

*⁷ Dec 17 email from Alisa Sprague, Tax Technician, Clatsop County

Priorities Requests for Clatsop County Actions

Re: Falcon Cove Beach STRs

- 1. Freeze the issuance of new short term rental permits until issues are resolved:** Place an immediate hold on issuing additional new rental permits until public health and safety issues, environmental concerns, livability, quality of life issues, and compliance operations can be resolved.
- 2. Limit the long-term growth of STRs in Falcon Cove Beach:** While a temporary cap is placed on new STR permits, help pursue a long-term solution to limit the growth of STRs beyond the community's capacity to support them and to maintain the rural residential character in Falcon Cove Beach, while being fair to all property owners.
- 3. Clarify and strengthen current STR ordinances to prevent and consequate irresponsible renters and STR house owners:** Allow for the modification of the current STR ordinance to be more consistent with other STR ordinances in the area e.g., limiting occupancy and rental turnover rates, and due to public safety concerns, requiring septic design capacity and operational functionality to match occupancy.
- 4. Ensure existing STR ordinances are being followed by all STR owners and occupants:** Follow through on newly-proposed compliance monitoring and enforcement policies and procedures and clearly communicate these plans.
 - a. Permit Transparency**

Make readily available a comprehensive database of STRs, complete with contact numbers, maximum occupancy, maximum parking, etc. to enable concerned neighbors to make informed decisions about potential non-compliance prior to lodging complaints with STR owners and/or the county, as necessary.
 - b. Regular Inspections**

Institute a policy to ensure that all STRs are periodically and randomly inspected/audited by Clatsop County to ensure compliance with STR ordinances, particularly over weekends and during evening hours.
 - c. Complaint Process and Records**

Make records of complaints and county actions accessible and transparent.
- 5. Ensure that transient tax dollars are directed to address STR public safety and infrastructure needs:** Direct transient tax dollars received from Falcon Cove Beach STRs to provide funding and direct services to the Falcon Cove Beach community to support public safety and infrastructure. In particular help fund the maintenance, replacement and upgrading of water systems and roads to address needs caused in part by heavy use from STR occupants and rental property service providers.
- 6. Work with a Falcon Cove Beach Task Force to monitor and address evolving issues:** Join with a task force of Falcon Cove Beach community members to: gather and analyze facts and data on the current situation and relevant trends, conduct benchmarking to learn about STR regulations in other similar communities, recommend future STR ordinance for Falcon Cove Beach, and assist in implementation plans, responsibilities and schedules.

FCB Residents and Property Owners Endorsing Request

Reba Owen	79124 Tide Road
Ben Shoop	79118 Tide Road
Samantha Shoop	79118 Tide Road
Timmer Shoop	79118 Tide Road
Elyse Shoop	79118 Tide Road
John Conboy	44660 Tide Avenue
Rachel Slade	44660 Tide Avenue
William Laird	79118 Tide Road
Grace Hann	79118 Tide Road
Kelly Hann	79118 Tide Road
Tom DeBlasis	41031CC Lot 1200
Beth Radich	79117 Tide Road
Jason Stegner	79117 Tide Road
Eleanor Stegner	79117 Tide Road
Ruth Corry	44705 Tide Avenue
Michael Corry	44705 Tide Avenue
Charles Dice	31911 Clatsop Lane
Theresa Dice	31911 Clatsop Lane
Kathy Grewe	31849 Clatsop Lane
Scott Grewe	31849 Clatsop Lane
Bob Florek	31849 Clatsop Lane
Sarah Grewe	31849 Clatsop Lane
John Chapman	79374 Ray Brown Road
Brad Schneider	79374 Ray Brown Road
Rick Hess	79440 Ray Brown Road
Darlene Hess	79440 Ray Brown Road
Gay Walker	79458 Ray Brown Road
Joanne Cornelius	44920 Tide Avenue
David Cleland	44920 Tide Avenue
Steve Rall	44990 Second Avenue
Jennifer Rall	44990 Second Avenue
Michael Knighten	79433 Ray Brown Rd
Leonard Cobb	79236 Ray Brown Road
Else Cobb	79236 Ray Brown Road
Eric Cobb	79236 Ray Brown Road
Margaret Kirsten Mercur-Cobb	79236 Ray Brown Road
John Cobb	79236 Ray Brown Road
John R. Shields	79080 Cove Beach Road
Denise Holman	6185 Columbia Street

Marvin Mattson	44775 Tide Avenue
Scott Peterson	44985 Tide Avenue
Craig Peterson	44985 Tide Avenue
Jeffrey Stuhr	79093 Cove Beach Road
Kristina Knoepel	31987 Clatsop Lane
Brian Teter	31987 Clatsop Lane
Joe Blecha	31912 Clatsop Lane
Ericka Klein	31912 Clatsop Lane
Jeff Davis	79432 Ray Brown Road
Denise Davis	79432 Ray Brown Road
Rick Smith	79165 Ray Brown Road
Leslie Smith	79165 Ray Brown Road
Lindsay Smith	79165 Ray Brown Road
Sue Paduano	79210 Ray Brown Road
Paul Paduano	79210 Ray Brown Road
Grace Paduano	79210 Ray Brown Road
Mary Paduano	79210 Ray Brown Road
Susan Phillips	79170 Cove Beach Road
Dave Rumker	79170 Cove Beach Road
Viviane Simon-Brown	79028 Cove Beach Rd
Dale Major	79028 Cove Beach Rd
John Major	79028 Cove Beach Rd
Barbara Felisky	79544 Ray Brown Rd
Tim Felisky	79544 Ray Brown Rd
Deb Ross	79252 Ray Brown Road
Dan Ross	79252 Ray Brown Road
Lindsey Ross	79252 Ray Brown Road
Dave Carlo	79370 Ray Brown Road
Susan Birkemeier	79338 Ray Brown Road
Jeff Weil	6085 Columbia St
Nancy Weil	6085 Columbia St
Lori Cronyn	44490 Falcon Lane
Jock Wise	79308 Ray Brown Road
Beth Wise	79308 Ray Brown Road
Rob Lamb	79207 Ray Brown Road
Melinda Holdsworth	79207 Ray Brown Road

January 24, 2021

Mike Bourdess & Colleen Kane
79519 Ray Brown Road

I would like to share our experience as owners of a short term rental (STR) in the Cove Beach area of Arch Cape, Oregon.

As native Oregonians we know how special our State is. We also know that many people near and far flock to this beautiful coastline for recreation. We are honored to share our home with those who wish to stay together under one roof in a space that accommodates an entire family, friends group or even a work retreat. We are friendly with our surrounding neighbors and they know if they have a concern about a guest(s) they can reach out to us personally. I will also add that two different Cove Beach residents had reservations for extended family to stay at our home this last summer, but due to COVID-19, they had to cancel.

Currently, we partner with a local vacation rental management company. Since Cove Beach is a remote location, they send a concierge to greet guests upon arrival or soon thereafter. This is very helpful to the guests (and us) for many reasons other than just to answer questions or concerns. We also have informative signage posted inside the house regarding ocean and beach safety, water conservation, and most importantly, being a good neighbor. Another extra step we take is providing large recycling bins so that it does not overflow the garbage. I (Colleen) visit the house regularly and take the recycling away since this is not a part of garbage service. In addition, we pay for walk up garbage service, as this is a requirement for all STRs.

In regards to COVID-19, our management company complies with all County, CDC and WHO guidelines and has a 24 hour block out in-between bookings. Housekeeping bags all bedding and takes it off site to launder.

We believe this community and county can work together to resolve issues regarding STRs. The importance of accountability and transparency will be key to achieving this.

January 22, 2021

Mark Kujala, Clatsop County Commissioner
John Toyooka, Clatsop County Commissioner
Pamela Wev, Clatsop County Commissioner
Courtney Bangs, Clatsop County Commissioner
Gail Hendrikson, Community Development Director
Don Bohn, Clatsop County Manager
Lianne Thompson, Clatsop County Board of Commissioners
Rob Legerwood, Clatsop County Code Compliance

Dear Mark, John, Pamela, Courtney, Gail, Don, Lianne and Rob,

RE: Short Term Rental in Falcon Cove Beach

We first came upon Arch Cape after spending a weekend at Carolyn Crawford's home, Far Cry, some 11 years ago. We fell in love with the neighborhood and felt like we found a hidden treasure. Carolyn's ability to rent to us introduced us to Arch Cape and led us to purchase our beautiful second home on Ray Brown Road 5 1/2 years ago with two other entities--close friends with whom we have been able to enjoy both spending time at the beach and the joys of owning and maintaining a second home in the area. We are able to spend time there every few weeks and share it with friends as much as we possibly can.

While we have never rented out our home, we have discussed the option to do so in the future. We have young children now but know that as they grow and become busier, we may not be able to use the house as much. The option to rent the house would allow it to 'pay for itself' so there is a higher likelihood it remains a solid investment well into the future--which is inarguably equally in the interest of the community at large, as opposed to forcing owners to sell as their families become busier or as they may become individually unable to maintain their homes in the way they would love, and which the community would undoubtedly prefer. If we have our way, we would never sell our beach house and would instead pass it on to the next generations.

We have never had a problem with short-term rentals in the neighborhood--on the contrary, we have enjoyed the option to have friends rent out those properties for their use. We would submit that prohibiting owners from the option to rent out their properties would--over time--contribute to deteriorating property maintenance and increasing neglect. It could also discourage existing owners from investing in their neighborhood and the community overall as it would certainly damage property values. Rather than prohibit rentals, we believe it would be more productive to address any concerns on a more neighborly and individual basis as they arise. Taking some poetic license with nearby Public Coast's motto, "beaches for everyone" is a sentiment we wholeheartedly endorse.

Respectfully,

John and Rhea Anderson,
Jayson and Meghan Robidoux,
Amanda Williams, Owners
79248 Ray Brown Road, Falcon Cove, OR

To Who It May Concern:

RE: Falcon Cove Beach Short Term Rental

We are guests of our friend Carolyn Crawford, who owns Far Cry at 79136 Tide Rd. For over 25 years she has invited us to stay and enjoy her home. We would not otherwise be able to come to the beach as often. We do not pay her or anyone a fee to use Far Cry. We do repairs and help maintain her house. We know the burden of not having the little income she derives from rental fees would place on her and possibly force her to sell her much loved home.

We have personally witnessed some of the unfounded accusations of one or two neighbors and are surprised at the harm and hurt these have caused.

We urge you to please continue to allow short term rentals in Cove Beach Falcon Cove.

Sincerely,

Wayne and Cindy Bastin
Vancouver, WA 98685

EXHIBIT F
ARCH CAPE STR MEETING
COMMENTS
OCTOBER 14, 2020

Gail Henrikson

Subject: FW: comment

From: Jan Priddy
Sent: Thursday, October 15, 2020 12:53 PM
To: Clatsop Development
Subject: comment

Hello,

My husband and I have lived in Arch Cape since 1979. My family has summered here since 1911, and year around since after WW2. My husband and I worked in the local community and raised our children here. We have tried to be good neighbors and although my grandfather and his widow operated a short-term rental duplex on this property from the 1930s into the 1970s, we have chosen not to do that. They lived here and were personally and immediately responsive to the customers who rented from them. We have chosen to rent to residents rather than tourists.

This is residential community not a destination resort. We are alarmed at the way out-of-area and out-of state owners have turned homes into motels with a new batch of tourists *every 2-3 days*. These people seem to believe that their profit outweighs common courtesy.

Many short-term property-owners seem not to understand or respect local, state, and federal laws and fail to alert their renters of general guidelines and warnings. For example: where and when beach fires are allowed (state law), outgoing tides are dangerous for pets and small children (access to tide tables), and interfering with sea mammals or allowing or allowing them to be interfered with such as by unleashed dogs violates federal law (MMPA).

I would like to see home-owners, particularly short-term renters, made aware of regulations. If rentals are restricted to one rental/week, they need a reminder of the too. If they complain that they rely on profit to maintain their property, I would argue they are running a commercial business in a residential community. They should be held to the same standards that other such legal rentals are held to, in fact to higher standards.

concerns:

fires

- beach burning during burn bans
- burning/scorching large drift logs
- leaving beach fires unattended
- leaving beach fires smoldering overnight and sometimes for days instead of putting them out with water (not sand)
- attempting to burn glass and plastic—neither burn and the latter releases toxic fumes
- burning in areas where this is not allowed, such as against the green line
- illegal fireworks
- ill-advised, if not illegal fires

A fire during high smoke levels across Oregon and outdoor temperature over 75°

trash

- cigarette butts on the beach
- plastic toys, furniture, and trash
- firework debris
- dryer sheets are unnecessary, smelly, and environmentally harmful
- poop bags with dog poop left on the beach.

Why even bag poop if you won't carry it away?

uncivil behavior

- urinating in public
- aggressive and offensive language
- failing to keep a distance while unmasked
- unleashed dogs
- drunkenness
- noise late at night
- careless and excessive parking
- driving too fast on local roads
- outdoor lights left on all day and all night

other

- renter turnover as often as three or four times per week.
- car alarms
- dogs barking and children screaming
- parties late into the night
- interfering with wildlife—chasing seagulls, “petting” deer, “rescuing” and otherwise harassing sea mammals
- water usage
- drug use (two teenagers drinking on the roof of a rental)
- drones

Jan Priddy

Gary C. Anderson

An imperturbable demeanor comes from perfect patience. Quiet minds cannot be perplexed or frightened, but go on in fortune and misfortune at their own private pace like a clock during thunderstorm.—Robert Louis Stevenson

Gail Henrikson

From: Linda Eyerman <linda@gaylordeyerman.com>
Sent: Monday, October 12, 2020 2:19 PM
To: Rob Ledgerwood
Subject: Fwd: Public Comment - Arch Cape STR

I'm an Arch Cape resident and a member of the Southwest Coastal Citizens Advisory Committee working on revisions to the Clatsop County Comprehensive Plan.

I understand the upcoming meeting ([10/14/20](#)) is intended to address communication and compliance issues relating to short-term rentals (STRs) in Arch Cape. I'm writing because I believe a change in the County's permitting process for STRs (specific suggestions below) might go a long way toward reducing or eliminating these issues.

The core problem with short-term rentals in Arch Cape is that they are commercial activity being conducted within a residential zone. They are an exception to the zoning ordinances in existence and the policy decisions behind them, which limit commercial activity to a specified area within the Arch Cape boundary. Having commercial activity on your residential block, including different strangers staying in the house next door every weekend, negatively affects the character of the neighborhood and the quality of life for those who live there.

While there have always been weekend and summer renters in Arch Cape, the demand for short-term rentals increased dramatically with the advent of online property management services and also websites where owners themselves could list their properties for rent. Arch Cape residents sensed the risks early and implemented a short-term rental ordinance 15 years before the rest of the County. But it's no longer enough to solve the many conflicts between those who consider Arch Cape their special place to be protected and those who see it as primarily an income source.

Under current law, an owner submits a STR application and deals only with the County until the application is approved, at which point neighbors are informed that a STR permit has been granted. This permitting process includes no mechanism for communication between STR applicants and their neighbors at the front end, before the permit is granted and at a time when both sides could benefit from a discussion of expectations and how such expectations will be met.

Here are three suggestions as to how the permitting process might be changed in order to foster communication between property owners, as well as better compliance by those owners who rent out their homes.

Suggestion #1. Change the permitting process for STRs from Type I to Type II by requiring a variance in order to rent out a home located in the residential zone. This change would result in notice of the permit application going to neighbors and neighborhood associations, and being posted on the County's website, and would allow public comment and a hearing before the variance was allowed and the permit granted.

Suggestion #2. Treat STRs the same as Bed and Breakfast establishments in terms of permitting them as a home business, which again would provide notice to neighbors and neighborhood associations and would provide an opportunity for interested persons to be heard before the permit is granted. It is an anomaly that B&Bs (which require an owner to live on site) are treated as Type II applicants while STRs (with no owner on site) are treated as Type I.

Suggestion #3. Require a neighborhood meeting to be held after the application is filed and before a permit is granted, which would be the best time for competing concerns to be discussed and compromises reached.

Please include this email in the record for the upcoming meeting, and put me on the list of those who have requested speaking time. Thank you for your consideration.

Linda Eyerman
[Arch Cape, OR](#)
linda@gaylordeyerman.com

Gail Henrikson

From: Richard Henry <rhenry@rahcontent.com>
Sent: Monday, September 28, 2020 8:31 AM
To: Rob Ledgerwood
Subject: RE: short

Rob, helpful, explanation, thanks; I'll be in Portland during the call and, verizon-willing, will be able to listen in;

My point is to support my Arch Cape neighbors in the RCR zone who Live There Full Time, but are:

- >> deluged by up to 14 new guests per evening (per the county rule, vs a residential normal family size, which ain't: up to 14 adults)
- >> multiple cars for which there is no space (given the county max of 14) other than overflow onto neighbors
- >> this nightly turnover adding to vacation partying – not quiet enjoyment, which is the real law -- which has converted quiet residential neighborhoods into a string of Delta Tau Chi (Animal House)
- >> no on-the-spot enforcement by the county so that neighbor residents are not forced into the role of narc and/or enforcer for absentee owners.

If cell signal okay, I can go on if called on, but if not above is the beginning of what I would say.

Thanks for pulling this together, Rob. And good to meet you on email, I am a great fan of some of your brethren.

Richard Henry

From: Rob Ledgerwood
Sent: Monday, September 28, 2020 7:48 AM
To: Richard Henry
Subject: RE: short

Good morning Richard,

The meeting scheduled for October 14 regarding the Arch Cape Short-Term Rentals (is this the meeting you refer?) is to review Ordinance 17-02 which is specific to Short-Term Rentals in the AC-RCR zone.

The address that you listed [81190 Sunset Vista Road] is located in the Coastal Residential (CR) zone. Only the AC-RCR zone was not included in the mailing. However, as a public meeting any and all can attend and provide comment.

Let me know if this answers your questions. If you would like to register for comment, please confirm.

Best Regards,

Rob Ledgerwood
Code Compliance Specialist
Clatsop County Community Development
800 Exchange Street, Suite 100
Phone: (503) 325-8611
Fax: (503) 338-3606
rlledgerwood@co.clatsop.or.us

From: Richard Henry <rhenry@rahcontent.com>
Sent: Friday, September 25, 2020 5:33 PM
To: Rob Ledgerwood <rledgerwood@co.clatsop.or.us>
Subject: short

Rob, hi, I live at 81190 Sunset Vista Rd in the county, any reason I would not have received recent invite on short term rentals?

Once we know that, please fill me in; I understand I have to apply to weigh in.

Thanks

Richard Henry

This message has been prepared on resources owned by Clatsop County, Oregon. It is subject to the Internet and Online Services Use Policy and Procedures of Clatsop County.

Gail Henrikson

From: Leslie Smith <lsqueek@gmail.com>
Sent: Sunday, October 11, 2020 11:14 PM
To: Sue Paduano
Cc: Rob Ledgerwood
Subject: Re: Testimony

This is great, thank you!
Leslie

On Sun, Oct 11, 2020 at 7:37 PM Sue Paduano <spaduan1@msn.com> wrote:

Dear Mr. Ledgerwood,

My name is Susan Paduano. My husband and I live in Boise Idaho but have a vacation home in Cove Beach/Falcon Cove. We do not rent our home out, just sharing with friends and family and we are usually there about 2 weeks each month.

The short-term rental issues started affecting us more when the house directly across the street from ours on Ray Brown Road sold and is now a rental. I regularly see problems with no real time solution. Calling VaCasa (though many rentals are listed on several sites) I'm told that they will alert the owners; talking to the renters myself puts me in an uncomfortable position but I have done it, I have left notes to renters asking that they turn outside lights off when they retire for the night. I've also walked over to let renters know that the yard where they were playing baseball was not the property of the house they were renting!

Some of the problems we have seen could be solved with better communication from the owners to their renters but the very largest issue I see concerning the short-term rentals is their water usage.

For every rental turnover, the house is thoroughly cleaned. Then during their stay, renters are unconcerned with their water usage and the local community. Last summer, when our area imposed a water moratorium, no outside water was to be used. We saw renters washing their cars, spraying off sandy beach toys and sandy kids, even kids running through a sprinkler.

When we bought our home in 2014, I was told by the selling realtor that rentals were limited in the area. This was untrue but we feel that this is precisely what needs to happen. Limiting the number of times/how long each month or turnovers must be enacted. This is something many communities have faced this issue prior to now. Similar to Palm Springs, limiting to 2 rentals every 31 days would significantly reduce rental water usage. Perhaps the owner should be required to have a local contact? Rules need to be put into place as soon as possible.

We truly appreciate the work being done by the county to get on top of the problems created by short-term rentals. Thank you very much for taking the time to read our concerns.

Sue and Paul Paduano
spaduan1@msn.com

Sent from my iPhone

EXHIBIT G
ARCH CAPE STR MEETING
COMMENTS
JANUARY 27, 2021

1/27/21 9:03 AM

James Jensvold to Everyone

My name is Jim Jensvold and I am working today and cannot stay on this call, sorry...but I like to offer my experience.

I live at 80030 Pacific Road. The houses on either side of me are short-term rentals. My problem is "overflow" cars of the renters parking on my private property in front of my house (my hedge is set back from the property line to allow parking, and I do not have a garage. Sometimes there is no room for me to park. I don't wish to post "Private Property" signs if I do not have to, but it is quite annoying.

EXHIBIT H

CLATSOP PLAINS STR MEETING COMMENTS

OCTOBER 30, 2020

Gail Henrikson

Subject: FW: Comments for Clatsop Plains Webinar

-----Original Message-----

From: Karla Jackson <karlajackson1984@gmail.com>
Sent: Thursday, October 29, 2020 8:37 PM
To: Clatsop Development <comdev@co.clatsop.or.us>
Subject: Comments for Clatsop Plains Webinar

Thank you for hosting webinars for clatsop County for open discussion about Short Term Rentals. I am pro short term rental and appreciate what the transient tax does for the county and the economy. I have had a chance to listen to the other webinars and gained more perspective. I would like to see the county be able to focus their efforts on real issues that arise. I'm glad you have divided the areas up by geography in that the layout may be markedly different so it is hard to make parallel statements on short term rentals as a whole. An example would be comparing Falcon Cove to Surf Pines. Some rentals in surf pines are on 3.5 acres and wouldn't have a traffic back up, parking or privacy issues to name a few. We are hoping the county includes all viewpoints if proposing any changes and not basing proposed change on the loudest voice And really looking at the facts. There was a mention of a new reporting system for Short Term Rental complaints. It would be fair to listen to feedback from short term rental owners on this system as well as the community. My feedback would be that this system would not be anonymous and that there may also be a process in place for false reporting on a short term rentals.

Perhaps a warning, then a fine, then a rule or regulation. I'd like to see the county really be able to focus their time resources and efforts on real issues. Please continue to reach out to all just like this call.

Thank you,
Karla Jackson

Sent from my iPhone

Gail Henrikson

From: Robert Taylor <robert.l.taylor85@gmail.com>
Sent: Thursday, October 29, 2020 5:08 PM
To: Rob Ledgerwood
Subject: Public comment

Rob,
I'm going to be working on a fire tomorrow but would very much like to speak at the public meeting.
I'm going to do my best to get away and would like to address our situation.
If I can't get on the call, my major concern is that we live on a public dirt road that is not county maintained. Short term rentals use this road more than any of the residents on the road and do not help to maintain it when potholes and washouts occur.
Again, I'll do my best to be on the call and would like to reserve a spot to speak.
Thanks and hope you are well.

Robert Taylor
Cell (209) 347-0162
Robert.l.taylor85@gmail.com

Gail Henrikson

From: cal Wigant <cal@freshairco.com>
Sent: Thursday, October 29, 2020 2:32 PM
To: Rob Ledgerwood
Cc: Clatsop County Building Division; County Assessor
Subject: Short Term Rentals

I can't participate in the online meeting tomorrow. I request that you read into the meeting my E mail statement.

Surf Pines is a residential community where I bought a lot and built a home.
Now I have a Motel next to me which is a for profit endeavor
Unfortunately now we don't have a neighbor we have strangers
That come in at 5PM and check out by 11AM the next morning
Next is the cleaning crew
And the next group of strangers in at 5PM and the cycle begins again

We had to put up a fence to keep their cars off our lawn

We received a notice of a neighbor requesting to build an art studio but we never received notice of a motel planned right next door
We never received notice of a Motel next door

They needed to apply for a permit I would assume to upgrade the plumbing with additional hot water and enlarge the septic system
for the added load which we didn't see happen

What about Fire Safety? Did they upgrade the system to allow for more occupants to escape?
And the amount of cars showing up for an overnight stay?

A home was never built to serve as a motel

It's criminal that those of us who made the investment in our community be forced to put up with this

A Motel lowers the value of my property and we are going to appeal our property taxes

I am also sending this email to the Clatsop County Tax Department and Building Department

Cal Wigant
Surf Pines

EXHIBIT I

REEVE KEARNS LETTER AND COUNTY RESPONSE

Reeve Kearns PC

Attorneys at Law

510 American Bank Building
621 S.W. Morrison Street
Portland, Oregon 97205
Voice Mail: 503-225-1127
Email: dan@reevekearns.com

Daniel H. Kearns
Direct Dial: 503-997-6032

December 28, 2020

Clatsop County Planning Department
Gail Henrikson, Director
800 Exchange Street
Astoria, OR 97103

SENT VIA E-MAIL

Re: Revisions to Clatsop County Short-term Rental Regulations

Dear Ms. Henrikson:

I have been retained by a group of residents in the Cove Beach area of Clatsop County to advise them and communicate with Clatsop County officials on workable and effective tools for regulating short-term rentals (STRs). By way of background, I have served as a city attorney in Oregon and Washington for many cities that have faced the same STR issues as Clatsop County does. I have also represented rental groups and neighborhood groups in different jurisdictions working through new STR regulatory programs. Thus, I see STR programs from all angles and continue to address them through enforcement as the Hood River city attorney.

Luckily for Clatsop County, it is not the first jurisdiction to grapple with this problem, and the County has many regulatory tools already in place. Before you embark on new or more regulations, it is important to characterize the problem(s) you want to address. In this case, STRs, when unregulated, create the following problems:

- Lack of affordable housing for County workers and residents. Especially coastal communities suffer from a significant shortage of affordable housing options, especially for hourly workers in seasonal tourist or resort communities. Even people with good paying jobs in healthcare, government, marine science and education are unable to find a home or are priced out of the market because of the prevalence of STRs. These people either don't accept such jobs in the County or are forced to commute. By definition, a dwelling operated as an STR is not affordable and generally is not available as a year-round home.
- Nuisance impacts on existing neighborhoods are severe because the STR owners and/or managers fail to limit guests, regulate their behavior, or properly control the number of people, where, when, or how often STRs are rented. The nuisance impacts of uncontrolled STRs has a devastating effect on residential neighborhoods especially when they proliferate without limit and end up dominating established neighborhoods and

communities. Excessive and unresponsive STRs also present a public health hazard in the spread of Coronavirus and through failing septic systems, which is more of a County problem than a city problem.

While Clatsop County has in place a basic framework for regulating STRs, those regulations are largely ineffective; enforcement does not work, and there is nothing in the regulations that curb, limit or reduce the ever expanding number of STRs in the County's residential communities. In Cove Beach, for example, approximately 30% of the homes are operated as STRs, which is far beyond a healthy or normal proportion. National consultants report that 0.5% to 1.5% of housing stock as STRs is workable and does not destroy residential neighborhoods. What follows are few regulatory tools that work, and which the County should consider:

1. Adopt a moratorium on new STR licenses. First, you should adopt a moratorium on accepting, processing or approving new STR licenses, similar to what Lincoln County OR has done, as well as Pacific County WA. As more and more people register their homes as STRs, the problem becomes that much worse and the ultimate goal of reducing the number of STRs that much more difficult to attain. A moratorium on new licenses has helped stem the spread of COVID-19 in Lincoln County and elsewhere and would help preserve established neighborhoods in Clatsop County while you consider regulatory options. A moratorium is a good idea, and the County should adopt one if it is serious about making any code changes to address this growing problem.
2. Use the Zoning tools that you already have in place. Clatsop County's LWDUO already address STRs, treats them differently than conventional bed and breakfast uses, and allows STRs in some zones and not others. For example, STRs are specifically listed as uses allowed in the Arch Cape Rural Community Zone (LWDUO 4.109), but are not listed as allowed at all in the Coastal Residential Zone (CR – LWDUO 3.140). A long-standing tenant of zoning code interpretation is that, where a use is specifically listed as allowed in one zone, but omitted from the list of uses in another zone, it is presumed to not be allowed in the other zone. This principal is reflected in Clatsop County's chapters related to Uses Permitted with Review in LWDUO 5.040, which provides that only if a use is listed in the zone as being allowed can it proceed under one of the permit procedures in the LWDUO. If a use is not listed, then some other procedure must be used, such as Development and Uses of the Same Type under LWDUO 5.060. Because STRs are not listed as uses allowed anywhere in the CR Zone, it is either presumptively not allowed, or can only be allowed through a Type III process under LWDUO 5.060:

“An unlisted development and use shall be approved for the zone determined by the Planning Commission through separate action under the appropriate procedures specified in Sections 2.015-2.030.” LWUDO 5.062 (Authorization of the Development and Use)

Instead, Clatsop County seems to have tacitly allowed STRs to become established at a high concentration of ~30% in the Cove Beach area, which is Zoned CR, without any land use review. Because STRs are not listed as being allowed in the CR Zone, they are presumptively

not allowed. At a minimum, they could only be permitted by the Planning Commission under LWDUO 5.062 through a Type III process. STRs are a listed use allowed in the AC-RCR Zone as a Development and Use Permitted. LWDUO 3.064(12). STRs are thus allowed in Arch Cape, subject to the special use standards in LWDUO 4.109. However, by its express terms, the STR standards in LWDUO 4.109 apply only to STRs in the Arch Cape Rural Community Overlay Zone, and nowhere else. Given the County's comprehensive regulatory approach to STRs in the AC-RCR Zone and no other references in the LWUDO to suggest that STRs are allowed in any other zone leads back to the inescapable conclusion that STRs are prohibited in all zones except the AC-RCR Zone, and then only when they comply with the special standards in LWDUO 4.109.

The conclusion that STRs, in fact, are severely restricted and regulated under the LWDUO is also obvious when one reviews how Clatsop County regulates conventional bed and breakfast operations, which are functionally identical to STRs, yet have their own set of special regulations in Standards Document Sections 3.464 to 3.468. Bed and breakfast are conditionally allowed in the AC-RCR Zone by LWDUO 3.066(10) and are conditionally allowed in the CR Zone by LWDUO 3.146(2). The purpose section of the County's bed and breakfast standards would and should apply equally to STRs:

"The following standards shall apply to all bed & breakfast establishments in order to preserve the character of the neighborhood or area in which it is to be located. Bed and breakfast establishments shall be allowed in the zones as permitted by this section and as defined by ORS 215.448 (Home Occupations). The regulations have been established to provide an alternative form of lodging for visitors who prefer a residential setting." S3.464.

This purpose statement and the County's objective to protect neighborhood character and livability demonstrates the County's understanding of the detrimental effect that such lodging operations can have on residential neighborhoods. This damaging threat applies equally to the detrimental effect that STRs have on residential neighborhoods as LWDUO 4.110 expressly acknowledges:

"The purpose of this section is to regulate short-term rentals to enhance livability and safety in the Arch Cape residential neighborhoods. Rentals of a short-term dwelling unit shall be limited ..." LWDUO 4.110

The only conclusion to be drawn from this collection of LWDUO and Special Standard provisions is that, because of their potential for damaging and destabilizing effects on residential neighborhood character, STRs are not allowed in any zone where they are not specifically listed, which is limited to AC-RCR Zone. STRs are not listed, and are therefore not allowed, in the County's CR Zone. Given this body of code provisions showing how the Board of County Commissioners wants to regulate STRs and bed and breakfast operations and to protect established residential neighborhoods, there is no support for the tacit assumption that STRs are allowed outright without regulation everywhere else.

2. Licensing Program. In addition to already-existing zoning regulations, the most important regulatory tool for controlling the proliferation and nuisance effects of STRs is a well-operated licensing program, which Clatsop County already has. The objective should be to discover all STR operators in the County and force them into the program. Once in the program, the regulatory program should function as intended. There are multiple service providers that can comb the internet on a regular basis and detect all operating STRs in the County. These services are quite efficient and cost effective and, again, licensing and renewal fees should be set high enough to pay for this cost of running the program.

The first step to an effective program, however, is to have every operating STR enrolled, licensed, and paying taxes. STRs that operate without a valid license should be subject to an extremely high and prohibitive fine in the range of \$5,000. A relatively frequent license renewal (annual or once every 2 years) is advisable because it maintains a closer and more frequent relationship between the STR operator and the County. This also makes the ultimate possibility of license revocation a more potent threat that helps bring about and maintain compliance with the County's operational regulations.

For this, license fees and annual renewal fees must be high enough to fund an effective compliance monitoring and enforcement program. STR regulation and enforcement should be self-sustaining and not drain the County's general fund. A well-run licensing program also provides a reliable revenue stream to operate the program through license fees and Transient Lodging (hotel) Taxes under ORS 320.345 to 320.365. The County should amend Chapter 5.12 to provide for these measures, but the program's real failing is the lack of any effective or responsive enforcement program.

3. Enforcement. Enforcement is important, but please do not believe claims by the industry that existing regulations are sufficient and all the county needs to do is ramp-up enforcement. As explained below, regulations in Chapter 5.12 need to be tightened. Enforcement is expensive and, in all enforcement actions, the County has the burden of proof. Because of the mechanical difficulties in having the Sheriff's Office bring an enforcement action in Circuit Court, the penalties must be severe. Otherwise, a fine of a few hundred dollars is a relatively modest cost of doing business. In the long run, an effective regulatory program, a comprehensive licensing program, with an efficient and effective enforcement program should obviate the need for much active enforcement. If prosecution is relatively swift and certain, with a possible maximum penalty of losing one's STR operating license and an extremely high penalty for operating without a license, the County should not see that many enforcement actions in the long run.

The County's current STR enforcement program, however, does not work well and there is little consequence if one is prosecuted under it. Fines become an acceptable cost of doing business because of the significant income generated from a well operated full-time STR that is marketed and booked through an internet based platform. First, enforcement should not be done by the Sheriff's Office. Code enforcement deputies generally work only during weekday business hours; whereas, STR violations occur on weekends and after hours. The Sheriff's Office takes the view that, unless the Deputy personally observes the violation, no citation will

issue. As such, there have been precious few citations issued under Clatsop County's program. That alone is a strong indication of how dysfunctional the County's STR program is.

Instead, STR enforcement should be a civil infraction matter, not criminal; therefore, a better approach would be to have an administrative person from the planning department be responsible for licensing, monitoring and enforcement, not the Sheriff's Office. Again, the licensing and annual renewal fees should be sufficient to fund a civil enforcement position. Depending upon the total number of STRs, licensing, monitoring and all related enforcement activities should be a full time employee position. Violations should be civil infractions, which obviates the need for a sworn law enforcement officer to respond to STR complaints or be responsible for STR enforcement.

The County should accept and process complaints from neighbors, based on civilian affidavits as the basis for a STR citation so long as there is sufficient credible evidence to support the complaint. In reality, very few STR violations should proceed to trial, and most should be resolved short of trial. Nonetheless, the County must be prepared to proceed to trial on at least a few cases where the respondent refuses to cooperate or cease the violations. Once a new regulatory program is fully operational, the need for enforcement actions should subside to much lower levels as the STR community comes into compliance and none will want to risk the ultimate penalty losing the STR operating license.

Violations, especially repeat violations, should lead to a quick and certain civil enforcement process and eventual loss of license if they continue. The current system rewards violators because enforcement is very spotty, time-consuming, and if convicted, fines are regarded as a reasonable cost of doing business. Monetary fines should be assessable against management companies as well as the owner/operator of the house, with the understanding that repeat violations will result in loss of the STR license.

As it is currently configured, Clatsop County's enforcement rests largely on neighborhood residents enforcing the STR regulations on offending STR renters by confronting them at the time the offense occurs, *i.e.*, at all hours of the day and night. Residents are the only people in a position to detect infractions because it is impossible to get a Sheriff's Deputy to respond unless there is a threat of violence with a weapon. Most of the full-time residents in Clatsop County's coastal communities, including Cove Beach, are seniors, which means the only available enforcement mechanism requires elderly residents to confront a group of 8 to 14 renters, often in the middle of the night, about their bad behavior. This is unconscionable, and the County must adopt an enforcement program for STRs that is properly structured and actually works for these types of civil infractions.

4. Regulations. Avoid putting STR regulations in your land use or development code because they are easily challenged as land use regulations and could create Measure 49 claims for compensation. STRs are businesses and should be regulated as businesses, not as a special type of land use, and Chapter 5.12 provides a workable framework to place all STR regulations. Here are some regulatory tools to consider, some of which are already in Chapter 5.12 in some form:

- a. Limit the number of STRs. Some mechanism to limit or a maximum cap on the number of STRs is necessary because, left to the market, the County will have too many STRs in its established coastal neighborhoods, and they will be distributed unevenly. Cove Beach is a prime example of what happens when there is no limit or cap on STRs. If you have too many STRs, the people who work hourly wage jobs cannot find afford housing in the communities where they work, and resident neighbors are left to live with the nuisance impacts of noncompliant and unregulated STR renters and watch their property values and quality of life go down. You must impose a cap of some sort, for example, a cap of 4% of the housing stock as STRs would be a reduction from what Clatsop County currently has in many areas, but 0.5% to 1% is healthier and a more nation-wide norm. The County could also impose a percentage or absolute number cap on an area by area basis, or by neighborhood (or platted subdivisions). Bend, for example, adopted a density limitation of one STR per 250-foot circle, in addition to other limitations. This program works, as does an absolute cap or limitation on the number of licenses available in the County. The problem with adopting such a cap to limit STRs in Clatsop County, however, is the political and legal difficulty of imposing it on an already-existing body of STRs. There is no easy or equitable way to impose a cap because it will require elimination of existing STRs, and selecting which STRs to eliminate first could subject the County to legal challenges. Therefore, I recommend other means to reduce the current number and density of STRs and also consider a cap to limit the number going forward once a reasonable level has been achieved.
- b. Require owner-occupancy. Instead of an absolute cap or a cap imposed by neighborhood, an effective means to limit the spread and nuisance impact of STRs is to require the rental dwelling to be the owner's primary residence. Hood River takes this approach, which it modeled after Portland, and requires owner occupancy. Owner occupancy has the effect of eliminating corporate and other non-resident operators, which tend to be the worst offenders and the most non-responsive to local problems. For example, if the home is the owner's primary residence, it can be rented as a STR for up to 90 days per year. If it is not the owner's primary residence, then STR rental is limited to a maximum of 30 or fewer days per year. The County should strive to eliminate corporate ownership and operation of STRs, because corporate owners are often unresponsive operators, and they necessarily seek to operate houses as STRs full time, which exacerbates both of the above-mentioned problems.
- c. Limit the number of days rented per year and/or require a 7-day minimum. Most jurisdictions impose limitations on the number of days a STR can be rented under its license, and if the operator wants more days, the regulations are stricter. This can take the form of number of consecutive days or weekends rented or limit on the total days per year. A full season of STR rental should be presumed to be a maximum of 90 days per year. Such limitations weed-out commercial rental companies from owning homes and keep them from operating houses as full-time STRs. By imposing a 7-day minimum, the County can reduce the number of weekend rentals, which will eliminate some of the most intensive rentals and nuisances. Alternatively, a program like Gearhart's, which allows

one rental per 30 days, would also be a vast improvement over the currently unrestricted STR provisions.

- d. Adopt and strengthen existing nuisance focused regulations. This will save the neighborhoods of your constituents by making them more livable. Require all STRs to have sufficient on-site parking, subscribe to weekly garbage service; impose a maximum number of bedrooms that can be rented and a maximum number of guests per bedroom. Require a local contact the neighbors can call if there is any late night noise, parking, garbage or other problems, and require that the local contact be able to respond and be on-site within 15 or 20 minutes maximum. Require mailed notification each year to all neighbors within a certain distance of every STR, which given the rural nature of many Clatsop County communities, should be a 500-foot notice radius. The annual notice should include the STR owner's name address, STR license number, contact phone number, along with the same contact information of the local representative responsible for immediate response in case of a problem at the STR. The County's regulations should require basic public safety equipment, such as smoke detectors, on-site fire extinguishers, an emergency evacuation plan, etc. Many of these requirements are already in Chapter 5.12, but should be tightened-up and made more restrictive and specific. Enforcement should be focused on monitoring for strict compliance with these nuisance-based regulations, and the ultimate penalty should be loss of the operating license, not just a simple monetary fine.
- e. Require septic inspections annually or every 5 years. Substandard and out-right failing septic systems are a significant public and environmental health problem throughout coastal Oregon, outside of urban areas where sewer is available. This is a significant human health and environmental problem and is a defensible health-based regulation that is a lawful basis for license revocation. Again, a well-operated STR generates a significant amount of rental income each year, and even a relatively expensive septic system repair should be viewed as a reasonable cost of engaging in this business.

Oregon DEQ administers the Existing System Evaluation Report (ESER) system under OAR 340-071-0155, which should be used for this purpose. Inspections may be performed only by suitably qualified professionals certified under the program.¹ The County should adopt this program and requirement, as Lincoln County has done, and should require evaluation of the STR based on the maximum daily flow rate when it is fully occupied. The County's current regulations only require an inspection to verify functionality of the system, but do not take into account the design limitations of the system that affect its capacity, nor its ability to serve a fully-loaded STR. Many of the homes in Cove Beach have DEQ septic permits with a design limit of 350 gallons per day, yet water meter readings by the Falcon Cove Beach Water District (FCBWD) show

¹ OAR 340-071-0155 allows ESER inspections to be performed by licensed and certified septic system installer, certified maintenance provider, registered environmental health specialist, licensed professional engineer, National Association of Wastewater Technicians certified inspector, or other professional certification approved in writing by DEQ.

daily water usage by local STRs frequently exceeds these limits, sometimes with water usage in excess of 1,400 gallons per day. While some STR operators claim that septic certification is not necessary because many STRs are used only a few days per week and the home does not experience full occupancy on a full-time basis, the ability of each septic system to serve the STR's actual occupancy – whether full-time or part-time – is a determination best left to a certified ESER inspector under DEQ's adopted standards. Ultimately, County regulations should limit STR use and occupancy to a level that the septic system can support, as documented by a licensed ESER inspector under OAR 340-071-0155.

- f. Give existing lawful STRs 5 years to come into compliance to avoid Takings claims. Some regulations, especially a cap or owner occupancy requirement will be impossible for most corporate and non-resident owned STRs to remain in the program. Other regulations may also jeopardize the ability to continue a lawful STR operation. To provide a gradual transition and avoid a claim of an unconstitutional Takings, the County can give existing lawful STRs 5 years to come into compliance. In 1990, the Oregon Supreme Court upheld Cannon Beach's STR regulatory program that give preexisting STRs a 5-year amortization period to comply or shut-down. *See Cope v. City of Cannon Beach*, 317 Or 339, 855 P2d 1083 (1993).

5. Limit transferability. The County should restrict transferability of STR licenses as a means of gradually, incrementally reducing the number of operating STR licensees. For example, Gearhart prohibits transfer of STR licenses except by inheritance, which will lead to an eventual reduction in the number of STRs. Severe limitations on transferability bring about quicker reductions in the number of STRs. By limiting the transferability of STR licenses, the County will be able to bring about eventual extinguishment of STRs in the areas where it wants them eliminated, and with little legal risk. Bend, on the other hand, adopted regulations that limited new STR licenses but allowed all of then-existing STR licenses to be fully transferable with the house forever, which has created a perverse house pricing effect. Because an original STR license in Bend is perpetual, a house with such a license sells for \$30,000 to \$50,000 more than a house without a license. Limitations on transferability also tend to eliminate corporate STR owners, who are often unresponsive to local nuisance concerns. Also understand, however, that many family beach houses that are operated as STRs for part of the year are held in a family trust, which is a corporate entity.

6. Eventual phase-out from residential subdivisions and neighborhoods. The most severe conflicts arise when STRs are allowed to dominate residential neighborhoods and grow in number without limit. If the County regulates the number (or existence) of STRs on a neighborhood-by-neighborhood basis or by geographic area, it can also exempt certain specific neighborhoods where it wants STRs to dominate. Strict limits and eventual reduction or elimination will preserve the County's neighborhoods where STRs are destroying livability and affordability. When Cannon Beach adopted its first set of strict STR regulations in the early 1990s, the city allowed pre-existing STRs a 5-year phase-out period. The program was challenged in court, and the 5-year amortization period was upheld as a lawful means of compensating owners for the extinguishment of the STR. For Clatsop County, this means that

Reeve Kearns P.C.

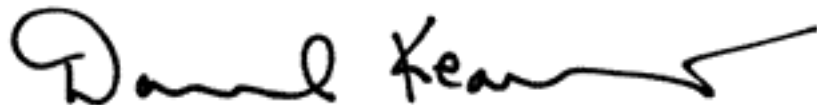
December 28, 2020

Page 9

eventual extinguishment of existing STRs is legal and doable, and there are numerous examples of local governments reducing STR numbers or eliminating them altogether. Additionally, the fact that every short-term rental that is prohibited from operating can be used as a long-term rental should tell you that Takings claims invariably fail because a perfectly suitable economically viable use remains because every house previously operated as a short-term rental can be used as a long-term rental.

Please do not forget that, while STR operations are an important business group throughout the County, every STR is a potential long-term rental, which has none of the problem attributes of STRs. Too many STRs, especially when they are concentrated in established residential neighborhoods, fundamentally changes the nature of the County's communities to the detriment of your constituents and their neighborhoods. The COVID-19 pandemic has added another reason to discourage transient group concentrations that are detrimental to the health and livability of your neighborhoods. I would be happy to assist you, your County Counsel or any County administrator toward a more workable STR program. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Daniel Kearns". The signature is fluid and cursive, with a long horizontal stroke at the end.

Daniel Kearns

cc: Joanna Lyons-Antley, County Counsel
Charles Dice
Cameron LaFollette



Clatsop County

County Counsel

800 Exchange St., Suite 420
Astoria, OR 97103
(503) 325-1000 phone / (503) 325-8325 fax
www.co.clatsop.or.us

SENT VIA EMAIL TO DAN@REEVEKEARNS.COM

December 29, 2020

Daniel Kearns
510 American Bank Building
621 SW Morrison Street
Portland, OR 97205

Re: December 28, 2020 Letter for Revisions to Short-Term Rental Regulations

Mr. Kearns:

Thank you for your input about short-term rentals for some residents in the Falcon Cove and Arch Cape area. As staff, we appreciate the thought and analysis of many of the community's concerns about short-term rentals.

We are committed to listening to our community's concerns. On November 24th, we launched a 24/7 code enforcement hotline specifically for short-term rental complaints. Complaints made to the hotline will be investigated and if substantiated, appropriate enforcement action will be taken. Complaints can be made by calling (503) 325-1001 or on the web at <https://lodging.munirevs.com/complaint/?cityid=958>. Further, we will continue to hold quarterly town hall meetings about short-term rentals. The next quarterly meeting for the Falcon Cove Beach area will be at 9:00 a.m., January 26, 2021.

On February 24, 2021, the Clatsop County Board of Commissioners will be holding a work session open to the public and one of the topics will be short-term rentals. At that meeting, we anticipate that the Board will discuss policy issues relating to short-term rentals and the public is encouraged to attend. More information will be available on the Clatsop County website - www.co.clatsop.or.us.

Again, thank you for your thoughtful analysis of the issues.

Sincerely,

A handwritten signature in cursive script that reads "Joanna Lyons-Antley".

Joanna Lyons-Antley
Clatsop County Counsel

cc: Board of Commissioners
County Manager Don Bohn
Assistant County Manager Monica Steele
Planning Director Gail Henrikson

EXHIBIT J

BOARD OF COMMISSIONERS WORK SESSION COMMENTS

FEBRUARY 24, 2021

Amber Geiger Morgan
& Ted Morgan
78953 Cove Beach Rd
Arch Cape, OR 97102

February 8, 2021

RE: February 2021 Work Session on Short Term Rentals - Falcon Cove/Cove Beach

Dear Clatsop County Commissioners,

As a part-time resident for 11 years and a renter in Cove Beach for many years before that, I am truly disheartened by the divide that has occurred in our community. At its core, my concern is, we are dealing with discrimination. It appears to be a campaign by a very few of misinformation, discrimination, and even harassment of STR's to create a divide between full time residents and STR owners/Part time residents.

To help create a positive path forward in our community, neighbors (STR owners and non STR owners) have come together to create the beginnings of a Good Neighbor Agreement that we hope will help unify our community again by using the guiding principles of mutual respect, transparency, and non-discrimination as well as action items to create responsible communication to issues in our community, especially regarding STR's. We welcome all involvement regardless of their resident 'status'.

Cove Beach has a long history of the majority of homes being second homes and vacation homes. My family personally takes great pride in sharing our beautiful cabin and the beaches that Oswald West made public for a reason over 100 years ago in February of 1913. My family is able to share our home with others so they can discover a connection with nature and enjoy extended time on public beaches of Oregon too. It is not just meant for the very few that can afford to be property owners here. We are all very blessed to be caretakers of the land and owners of homes in this beautiful natural area. It is truly a privilege.

I would like to see our community cultivate not an environment of discrimination, but one of mutual respect for one another and for the nature that surrounds us.

It is my hope, that the Commissioners see the STR Complaints for what they are, and not enable a few abusers of power, to continue to divide our community but rather help our community heal and foster mutual respect for one another regardless of one's resident 'status'. We are all community members whether we live full time, part time, or have a part time vacation rental. I appreciate the Commissioners diligence in representing the **entire** community and helping support a path forward that connects us rather than divides us.

In gratitude for your service,

Amber Geiger Morgan



Certificate Of Completion

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Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	N Carolyn Crawford
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	12721 NE Bel Red Road
	Suite 1
	Bellevue, WA 98005
	carolyncrawford@cbbain.com
	IP Address: 24.21.126.67

Record Tracking

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Allan Solares
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Amber Geiger Morgan
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Brian Lippy
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Carol Harn
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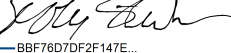
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 Project Coordinator
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Kathleen A May
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Signed: 2/8/2021 7:56:34 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Nancy Chase
nchase34@gmail.com
Security Level: Email, Account Authentication
(None)

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Nancy Chase
B1941BB87A644A9...

Signature Adoption: Pre-selected Style
Using IP Address: 73.96.61.170

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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Peter Kallen
peedar@icloud.com
Security Level: Email, Account Authentication
(None)

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Peter Kallen
E08A56E2F43342C...

Signature Adoption: Drawn on Device
Using IP Address: 76.115.251.251
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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Rhea Anderson
johnandrhea@yahoo.com
Security Level: Email, Account Authentication
(None)

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Rhea Anderson
EF68BF8D323441D...

Signature Adoption: Pre-selected Style
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Sarah Reese
sarahalicerese@gmail.com
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Sarah Reese
6E775895A4364D4...


Signature Adoption: Pre-selected Style
Using IP Address: 174.198.177.21
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Signed: 2/8/2021 8:37:36 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Scott Harn
 scottharn@yahoo.com
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 49C91EDC8A414...
 Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign


Takako Daido
 takakodaido808@gmail.com
 Pm
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 CF9317108A234E7...
 Signature Adoption: Drawn on Device
 Using IP Address: 68.77.35.133

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 Signed: 2/9/2021 12:53:33 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ted Morgan
 edward.samuel.morgan@gmail.com
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 5D0E6132C5D3476...
 Signature Adoption: Pre-selected Style
 Using IP Address: 71.56.137.232
 Signed using mobile

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 Signed: 2/8/2021 8:15:35 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tim Bingham
 timbingham@hotmail.com
 Security Level: Email, Account Authentication
 (None)

Sent: 2/8/2021 7:56:05 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Falcon Cove/Cove Beach Residents

GOOD NEIGHBOR AGREEMENTS

The following principles and agreements have been created by residents of Falcon Cove/Cove Beach in order to cultivate a community of Good Neighbors.

Good Neighbor Principles:

1. **TRANSPARENCY:** Commitment to cultivate an environment of Transparency and work with our neighbors to find solutions to issues as a community.
2. **NON-DISCRIMINATION:** Cultivate an environment of non-discrimination that welcomes all.
3. **MUTUAL RESPECT:** Commitment to hearing neighbor concerns with a willingness to understand and come up with creative solutions as a community.

Good Neighbor Agreements + Projects:

1. Communicate and share best practices concerning Clatsop County Ordinances and Short Term Rental Ordinance's regarding Noise, Lighting Parking, and Safety.
2. Develop and share best practices for responsible Garbage Management.
3. Participate in the efficient use of our community's water resources and preservation of our watershed.
4. Develop publicly available resources with Ocean Safety Information.
5. Develop and share best practices regarding Covid Safety to keep our community safe.

It is our sincere hope that the above guiding principles and agreements will foster an environment of mutual respect in our community, both with one another, and with the nature that surrounds us.

We invite all of the community to participate and continue to evolve this list of shared values for our community.

Signed by,

<p>DocuSigned by: Allan Solares 8A2A0CBBA3284D6...</p>	<p>DocuSigned by: David Livermore 8F140680FB41438...</p>	<p>DocuSigned by: Jonathan Felix Lund 022DBFAA451A4D3...</p>	<p>DocuSigned by: Margi Felix-Lund 641F3223A22F470...</p>	<p>DocuSigned by: Scott Harn 49C91EDCDC8A414...</p>
<p>DocuSigned by: Takara Dando CF9317108A234E7...</p>	<p>DocuSigned by: Peter Kallen E08A56E2F43342C...</p>	<p>DocuSigned by: N Carolyn Crawford 793CA33141824E5...</p>	<p>DocuSigned by: Leslie Ann Butler 2D08AD5CBA0C4E6...</p>	<p>DocuSigned by: Michael Baudess 7B81BBE1C8344B6...</p>
<p>DocuSigned by: Imber Geiger Morgan D7B2B010E4654E8...</p>	<p>DocuSigned by: Guido Paparoni 24B60192996F406...</p>	<p>DocuSigned by: Nancy Chase B1941BB87A644A9...</p>	<p>DocuSigned by: Kathleen A May AACFE44BA4CA4BB...</p>	<p>DocuSigned by: Sarah Reese 6E775895A4364D4...</p>
<p>DocuSigned by: Brian Lippy 75EB60427AE14AF...</p>	<p>DocuSigned by: James May BAC67B1444E742F...</p>	<p>DocuSigned by: Maria Meyer 1C1744AACFAB426...</p>	<p>DocuSigned by: Daryn Murphy 6C43F31565854B9...</p>	<p>DocuSigned by: Ted Morgan 5D0E6132C5D3476...</p>
<p>DocuSigned by: Carol Harn 8B2670B7718E492...</p>	<p>DocuSigned by: John Meyer 3B864D2C1B04419...</p>	<p>DocuSigned by: Tim Bingham F95F3473D27C4A8...</p>		
<p>DocuSigned by: Rhea Anderson EF68BF8D323441D...</p>	<p>DocuSigned by: Scotty Eubank DDE76D7DF2E147E...</p>	<p>DocuSigned by: Jayson and Megan Robidoux 8FB64009F1B3447...</p>		

Agenda Item #3.

Ron Cox
79058 Cove Beach Rd.
Falcon Cove, OR 97102

February 3, 2021

Clatsop County Board of Commissioners

800 Exchange St., Suite 410

Astoria, OR 97103

CC: Michael McNickle

Don Bohn

Gail Henrikson

Rob Legerwood

Joanna Lyons-Antley

Re.: Short Term Rental policy discussions

Dear Board of Commissioners,

In light of the upcoming meeting regarding Short Term Rental (STR) policies to be held by the Board of Commissioners on February 24th of this year I would like to submit my comments to be entered into the record.

As a member of a group of concerned property owners in the Falcon Cove neighborhood that choose to open our homes to STR guests I would like to offer clarification on comments raised in recent meetings that have been graciously moderated by the county Planning Dept.

The comments in opposition of allowing STR stays in Clatsop County are originating from a small collective of property owners in the neighborhood and are not representative of the

opinions of the majority of property owners in the Falcon Cove area. I have outlined here the complaints raised to the attention of the Planning Dept. staff along with my comments:

STR rentals negatively impact vital water resources in the neighborhood -

This is a non-issue. Full-time residents are the highest consumers of public water in the neighborhood. The impact on water resources would far exceed current usage levels if these 13 STR properties in question were occupied year-around.

Preliminary studies indicate that the current freshwater infrastructure is more than adequate to support current usage as well as future development.

STR rentals negatively impact septic systems in the neighborhood -

Like the water usage point, this too is a non-issue. The septic systems are the responsibility of the individual owners and have no impact on the neighborhood at large unless they are in violation of county statutes governing building codes and public health.

STR rentals pose a threat of Covid-19 spread to the community -

Covid-19 spread is a concern of us all. I commend and support the efforts of the Clatsop County Public Health Department in their efforts to balance mitigation of the virus spread while also addressing the demands of the business community that heavily relies on tourism. This has to be a very challenging mandate to fulfill, and I for one appreciate the difficult task put upon the county public health staff. In addition, the infection rates within Clatsop County are not out of line with the rates of most of the counties in the rest of the state.

My wife and I use the services of a local company to manage our STR stays. Our property management company takes cleanliness and Covid mitigation very seriously and in fact goes above and beyond the recommendations of the state health department recommendations for hotels and STRs. This company employs residents of Clatsop County who, as front-line workers, have the biggest stake in helping to prevent the spread of the virus.

I would have to assume that these same complainants would like to prohibit hotel stays in Cannon Beach out of the same fear?

STR rentals brings non-resident visitors into the area -

This is the most troubling complaint aired by those opposing STRs within the county as it runs contrary to both state law and the promotion of tourism as a statewide industry.

Clatsop county is one of the most sought after tourist destinations in our state. Restricting tourist travel will directly affect the economy of the county and drive vacationers away from the state as a whole.

The neighborhood is serviced by county roads leading to state-owned beaches within a large state park. These roads and beaches are owned by the people of Oregon, open to all

residents and visitors alike. They are not the sole property of a handful of property owners seeking to create the equivalent of an exclusive private community.

There is "vigilante" signage appearing within sight of Hwy. 101 aggressively deterring people from entering the area -- again, within the boundaries of one of our largest state parks. (see Addendum 1.)

The records maintained by the planning department will show that the majority of complaints are being made by two individuals, one of which is a full-time resident of Benton County and the other Marion County. The largest number of complaints have been filed by one individual against a next door neighbor. These are issues that could and should be addressed directly between the neighbors.

The neighbor who is the object of the complaints has attempted to resolve the issues directly with the complainant to no avail. The complaining party prefers to elevate these matters to the level of our county government and elicit county staff to act as arbiters.

I am acquainted with many of my neighbors in Falcon Cove and I can attest to the fact that the majority of residents prefer to foster a friendly relationship with their fellow neighbors and to build a community that engages in mutual problem-solving through communication, understanding and partnership.

I appreciate your attention to my testimony here and I offer myself as a resource to help resolve this matter in a cooperative fashion. Thank you.

With kindest regards,

A handwritten signature in dark ink, appearing to read "Ron Cox", written in a cursive style.

Ron Cox

Addendum 1 - Example of signage







To: Clatsop County Board of Commissioners:
From: The Stegner Family

Fellow Clatsop county community members. Our family is writing this memo with the intention of asking our elected leaders to think very seriously about what community is and its importance in our county. The question is posed in light of the growing problems with short term rentals in the county. We moved to the coast six years ago, having family up and down the North Coast. We fell in love with Falcon Cove and bought our house to be able to enjoy the solitude with neighbors who also value and chose to live in a rural residential neighborhood. In the time since moving to Falcon Cove, I started a construction business, and my wife threw herself into re-starting the local school, and became a full time community volunteer. Our daughter has attended Fire Mountain School for the past 5 years, and the school embodies Community Spirit. I have led many key projects in the community--building the new Fresh Foods grocery store, the Seaside Convention Center, Alexandroff Dental, The Pelican Brewery, and various projects at both Seaside and Neah Kah Nie school districts. We have invested our time and lives in the community and believe that we all play a role in making the coast a better place.

We have become good friends with many of our neighbors including those that use their homes as a vacation home. As good neighbors do, we look out for each other. We dearly miss our two closest Cove Beach Road neighbors, respectively retired gentlemen who were excellent neighbors, who volunteered in the community and both were displaced when the owners of their homes were lured into the 'vacation rental math' and starting renting the homes out like hotels.

We help each other during the storms and power outages. We keep a lookout over each others' properties. We look forward to seeing each other, sharing a glass of wine or cup of coffee on each other's decks and sharing our life stories.

Neighborhoods are very important. Good neighborhoods bring out the best in people. There is strength in community. People become friends. They support each other and give to the greater community. They give us reasons to show the best traits of humankind.

This all leads us to the current environment regarding short term rentals. Short term rentals are simply a commercial business enterprise. The people that spend money to rent these places care little about the people that live here. They leave reality behind with the intention to 'vacation', while we get up and go to work or school every day. They do not know the norms of the neighborhood. As an example, Falcon cove community members remind each other to turn off exterior lights so that we can all enjoy the night sky. Renters often park in places that block the small roads we have, drive on delicate natural areas, and even on septic systems. In general, 'short termers' do not consider the noise and disruption that they create. Someone spending money to rent a home acts entitled, like they are paying for an experience regardless of the impact on those that live here every day. Many of the homes are set up and host more than 10 people at a time. Having 10 or more people in a home puts extreme strain on the resources here and more importantly the septic systems that were designed for average families of 4 people.

We really enjoy seeing our neighbors, including those that come to the Cove to spend time in their second home. In comparison, we have come to dread seeing renters show up at the rental businesses near us, and all the groups moving in and out sometimes as often as every day or every other day. We know well the problems which almost always come. They are loud. They trespass. They leave the lights on all night. They burn illegal fires, threatening safety and scarring the natural environment. They are more likely to leave trash on the beach. They come and go constantly because of course there is nowhere to buy groceries or get lunch. The house cleaners, landscapers, managers come soon after the renters are gone and are heard around the block--though somehow those managers are never at the ready when their renters are keeping our family awake after quiet hours, or illegal fires are burning, or the trash is spilling into the road and neighboring properties. They are in and out of the homes many times. They slam doors, and we are left wondering when it will all start again and more importantly WHY?

This cycle of short term renters is completely opposite of the intended residential zoning. As most of you know by now, Falcon Cove is zoned CR. CR zoning is intended for 'residential use', with one 'single family'

dwelling per lot, with limited home occupation. The conditional uses may include Bed and breakfast establishments. Nowhere in the wording for Coastal Residential zone does it allow for a business such as a "short term rental". In fact, listing 'bed and breakfast' in the conditional uses implies that the creators of the zone specifically did not intend for there to be short term occupancy without the operator living onsite, otherwise it would have been listed as a use. From our perspective the zoning is quite clear. It is obvious that the originators of the zone intended for a small, rural, and quiet community with no businesses. The question to be answered is not the intention of the wording in the zoning but do we care to follow the zoning or not?

Again, the question needs to be asked to all who live in this wonderful place in Oregon: What do we in Clatsop County want for our community today and in the future? Do we want as many businesses in our rural community as possible, or do we want to honor the hard work done to create the different zone characteristics? Do we value the lower density definition of rural, and honor people's right to live in a residential community? What do you want for your neighborhood and what is your expectation of your neighbors? Do you want to walk out of your door and greet an old friend and inquire about their day? Do you want the ability to call someone up the street to help you if you fall? Do you want your children to walk up to a friendly neighbor's house at Halloween? Do you expect your neighbor to be receptive when you ask them the difficult requests about turning off their lights at night? With every "Short Term Rental", we have lost one more neighbor, one more thread in the fabric of our community.

For our family, we are concluding that we will have to leave this community if Short Term Rental businesses are not restricted. What does that mean for us, and our community, and the County, when we bought our property specifically because of it's residential zoning? Because the zoning is not being enforced, because huge commercial companies like Marriott, TurnKey, VRBO, etc are pushing these businesses, this community is rapidly ceasing to be a wonderful community of neighbors, and turning into a hotel zone--a pay to play community that cares very little about those that live here. We are but one small family, but if we choose to leave this wonderful place, Clatsop County will be losing another sustainable, taxpaying, voting family, a family that is helping to build better schools and community-centric facilities.

The County will be losing hard-working volunteers that give endless hours of time to safeguarding our resources and planning for our children. We are potentially losing a future leader that will work to build a better future long after we no longer can make a difference.

What is more important for the future of Clatsop County: More places to rent, i.e. 'quick transient tax revenue'? Or community members that invest in our future, i.e. sustainable community, including long term tax and voter base.

The answer, we hope is clear. You have an opportunity to follow our zoning and end abusive business practices in a place that is intended to be a neighborhood.

With Respect.

The Stegner Family

Cove Beach Residents in Support of Responsible STRs

We are a group of owners of short term rentals in the Cove Beach area who are interested in finding ways to alleviate the concerns of some of our neighbors and at the same time protect our right to rent our homes. But we also understand that with rights come responsibilities.

STR permit holders care deeply about the neighborhood. We understand that some of our neighbors have experienced problems with parking, noise, garbage, lights and people's behavior. As owners of STRs, we recognize that we have a special responsibility. Accordingly we support the concept of **good neighbor practices**. We invite everyone to at least attempt to work through issues with neighbors directly in a spirit of respect and cooperation. For our part, Cove Beach STR owners are proactively organizing to share best practices and solutions to these common problems. And further, to respond to complaints and to promote good neighbor relations some are already taking voluntary action to deal with and prevent problems, including improving site garbage arrangements, changing intrusive outdoor lighting, enforcing or limiting car parking.

But we recognize that good neighbor practices are not always enough. We support the requirements of the County's short term ordinance and regulations. We also understand the county's decision that the old complaint system was not sufficient so we strongly support the county's adoption of a new system with a dedicated contractor to handle complaints, notifications, and verification. This should greatly improve the county's timely and accurate response to the primary issues raised by some residents.

The County has diligently worked through the complaints it has received even ones that do not fall under the STR ordinance or are simply based on personal preference. We also believe that some of the complaints, perhaps many, make claims that are exaggerated and are coming from a few upset residents who are focused on a particular house. Based on our analysis, all 14 complaints in 24 months have come from just 4 individuals with 50% of them from one person. There were 2 complaints that were legitimate and resulted in immediate and proactive measure on behalf of the permit holder to avoid future scenarios. Four of the complaints were not STR related.

We cannot find cases where a permit holder did not cooperate with the enforcement team to address issues. Instead it seems more like permit owners were proactive in not only addressing the problem but implementing changes to reduce the chances of it happening again. The evidence shows a pattern of responsible action on the part of the county and permit holders which does not justify the imposition of more restrictive measures.

There are a few residents that simply do not want short term rentals to be allowed and are advocating the complete banning of STRs. Over 83% of homes in Cove Beach are used as second homes or vacation homes. It's inaccurate to attribute all nuisance complaints to homes with short term permits. We are advocating for good neighbor practices knowing that the county cannot feasibly legislate good behavior among all stakeholders in Cove Beach.

When you look at the complaint logs it's encouraging to see both the county enforcement team diligently upholding the ordinance and permit holders displaying generous and proactive solutions to reduce impact on their neighbors. The problem is not with STRs or the ordinance. Let's let the county do their job and find common ground with our neighbors.

There are some who favor imposing new restrictions. We do not believe the evidence supports further restrictions. In particular we oppose the banning of STRs or on the number of licenses or the number of days a house may be rented. The current regulations are adequate and the new complaints hotline is a good response to community feedback. Let's give it a chance to work.

It has been claimed that there are large commercial interests that are purchasing multiple homes and irresponsibly renting them out for big profits. Our research indicates that there are not any owners who hold multiple STR permits and that all are owned by part time residents who use them as vacation homes as well as renting them out. And as far as making a profit, any owner can tell you that these houses do not rent a sufficient number of days in a year, or for a sufficient rate, to make a profit. In fact, many owners could not afford to own these homes without renting them to offset the costs of ownership.

We believe that we should welcome Oregonians (and folks from other states) to enjoy Oregon's beautiful coastline while staying in a home, just as we want to be welcomed when we visit and stay in beautiful homes when we go on vacation. Enjoying a stay at a beautiful warm home here should not be restricted to the lucky few who can afford to own one. In fact some owners could not afford to keep their homes without the extra income from offering it as a short term rental.

Lastly, we note that tourism is an essential component of the local economy and since many people, especially families, choose to stay in a home rather than a traditional hotel, it is in the best interest of Clatsop County to encourage short term rentals, provided they are run and regulated responsibly, as a means to strengthen employment and the economy.

Thank you for your consideration of our rights and responsibilities. We will be pleased to work with the county and our neighbors to keep improving the contribution made by short term rentals as a unique and desirable aspect of our community.

Sincerely,

Cove Beach Property Owners and STR Permit Holders:

Jonathan and Margi Felix-Lund
Allan and Mary Solares
Nancy Chase
John and Maria Meyer
Colleen Kane
Mike Bourdess
Scott and Carol Harn
Jim and Kathie May
Tim Bingham
Takako Daido
Carlyn Crawford

Clea Caldwell
Jennine Varhola
Alina Satterfield
Amber Geiger Morgan and
Ted Morgan
Daryn Murphy
Brian Lippy
Sarah Reese
Leslie Ann Butler
Ron Cox

Subject: FW: February 24 STR Workshop

From: David E Cleland <davcle@gmail.com>
Sent: Sunday, February 7, 2021 12:56 PM
To: Clatsop Development <comdev@co.clatsop.or.us>
Cc: David E Cleland <davcle@gmail.com>
Subject: February 24 STR Workshop

Dear Clatsop County Board of Commissioners:

Comments for the Workshop on February 24 regarding STR's

I moved to Falcon Cove on January 1, 2012. The Cove was a lovely place; quiet neighborhood, friendly people and respect for each other's privacy and property. From May to October there were visitors coming through, usually for an hour or two on our lovely beach. Occasionally there would be a family or small group camping on the beach overnight. They were for the most part quiet, sensitive to private property and happy to be here. Some of them returned every year. It was the quietest most lovely place I've ever lived and I loved it.

Many of the property owners who don't come regularly, a month or two a year, had been renting their Cove Beach Falcon Cove homes mostly to family and folks they knew personally who were considerate, thoughtful and loved our quiet rural community as much as we do. They were welcome.

Five or six years ago everything began to change. STR's were rapidly becoming popular; we began to notice changes in the way these short term visitors were affecting the neighborhood. Not all of them, but certainly a majority, began (without asking) parking cars wherever they could squeeze in, usually on or in a ditch (which rapidly became deeper and wider) or on parts of yards which would be covered with car tracks: even crowding into bushes or small trees and damaging them. Another favorite is to double park on sharp right or left turns making that road impossible to get through. All of our roads are narrow and the

two counties Clatsop and Tillamook do very little to keep the mud and debris that constantly encroaches onto our already narrow roads.

In addition to the above, trash piles up and overflows the trash cans. Cleaners show up but often two or three days after the last group left and just before the next one shows up. Obviously some STR's require their visitors to take their trash with them. We've had to pick up huge trash bags filled with everything one can imagine: used diapers, bottles, cans, cigarette butts, condoms, Tampax, dirty underwear, and other stuff I won't mention here, along the road out. Some of the bags tossed are at least closed but some of them burst open making them more than unpleasant to clean up. STR septic tanks fill up and overflow much more quickly and in all cases the smell is very unpleasant, even distressing.

Last summer was the worst so far. There are no public toilets here and we often see people relieving themselves off the trails down the beach. The trash they leave on the beach is endless. When we see them leaving a pile of trash we'll ask them to remove it as they leave. Some of them comply but not always. There was one couple who buried their dog on the beach. Their friend who attended the dog's funeral told us about it but didn't remember exactly where the dog was buried because it was buried after dark.

Our rural community is not designed, nor was it ever officially designated, to accommodate STR's. The folks who moved here over the years came here because they were looking for a quiet peaceful place on the beautiful Oregon Coast, not a place where the two Counties are supporting commercial activity which to date occupies 31% of the existing homes as STR's.

Respectfully,

David E. Cleland

44920 Tide Avenue

Arch Cape, Oregon 97102

Jonathan & Margi Felix-Lund
78986 Cove Beach Rd.

February 8, 2021

Re: Short Term Rental Ordinance, Cove Beach

Dear Clatsop County Commissioners,

I'm writing to present my perspective and the evidence I've gathered as you consider the topic of short term rentals in rural clatsop county. My wife and I own a home in Cove Beach that we make accessible to guests when we're not using it.

In response to the passionate concerns directed at short term guests and hosts, we chose to take action in a few ways:

1. **Goodwill** - In an effort to be good neighbors and promote goodwill, we voluntarily reduced our maximum occupancy, removed our outdoor fire pit permanently, and blocked out potential problem dates where folks are looking to celebrate (July 4th, New Years Eve).
2. **Transparency** - Through regular communication with the county enforcement team and public record requests, we chose to seek out transparency concerning complaints about behavior and enforcement.
3. **Organizing** - Along with a few others, we organized nearly all STR permit holders in an attempt to seek transparency, promote good neighbor agreements, and counter many unsubstantiated claims being put forward.

While many homes on the Oregon Coast have a long history of short term use, the advent of smartphones, GPS tracking, and sites like Airbnb have provided rapid change that represents some unique challenges being faced by policy makers. I believe it is important that we protect property rights and continue to be creative about how we can build strong communities. Our current ordinance is sufficient but the county enforcement team and all Cove Beach homeowners need to continue to seek good neighbor solutions together as new and old concerns arise.

Cove Beach is uniquely well-suited for families looking to spend a short stay enjoying the Oregon Coast:

- **83% of the 95 homes in Cove Beach are second homes or vacation homes.**
- Houses are well-spaced with large lots and a significant amount of protected or undeveloped land.
- This is not a typical residential community and will not become one if we curb short term use.

The two areas of evidence that I'd like to cover are STR Ordinance Complaints and the Falcon Cove Water District Board.

1 - STR Ordinance Complaints

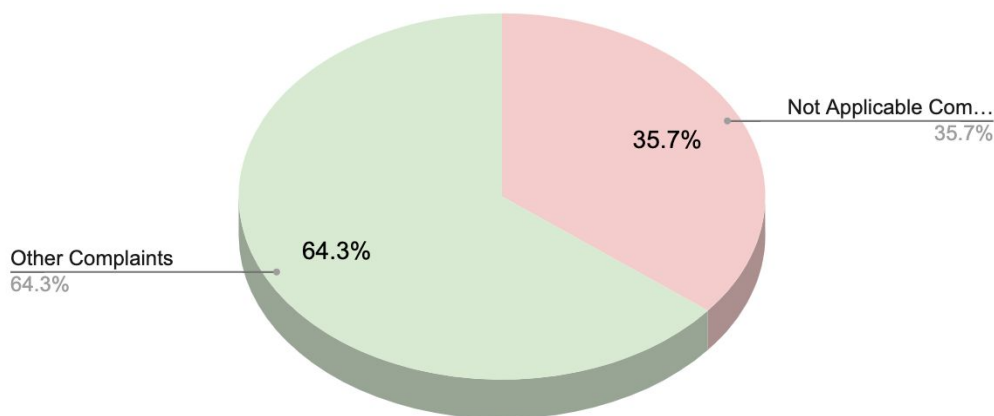
You may be as surprised as I was when I learned that between 2019 & 2020 there were only 14 formal complaints sent into the county. After receiving this data, I was shocked that the issue had blown up over such a small number of complaints.

As I read through all of these complaint files in detail, a few things stood out.

1. **The county enforcement team is doing a great job using the current ordinance to solve issues. They should be congratulated instead of blamed.**
2. Two legitimate noise complaints saw quick and proactive responses on behalf of STR permit holders. In both situations, they outlined their plan to reduce the chances of future nuisance concerns.
3. A small group of people are complaining about a small number of houses.

Here is some data about these complaints:

Valid vs. Invalid Complaints

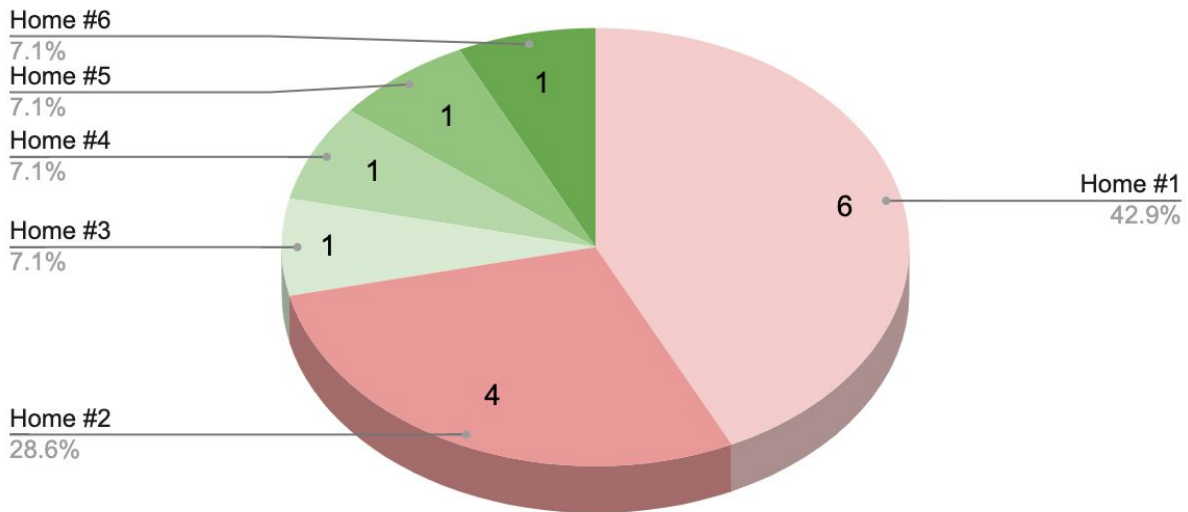


Notes

- 35% of the complaints should be excluded for things like:
 - Trespassing complaint on behalf of a different property owner (not covered by the STR ordinance)

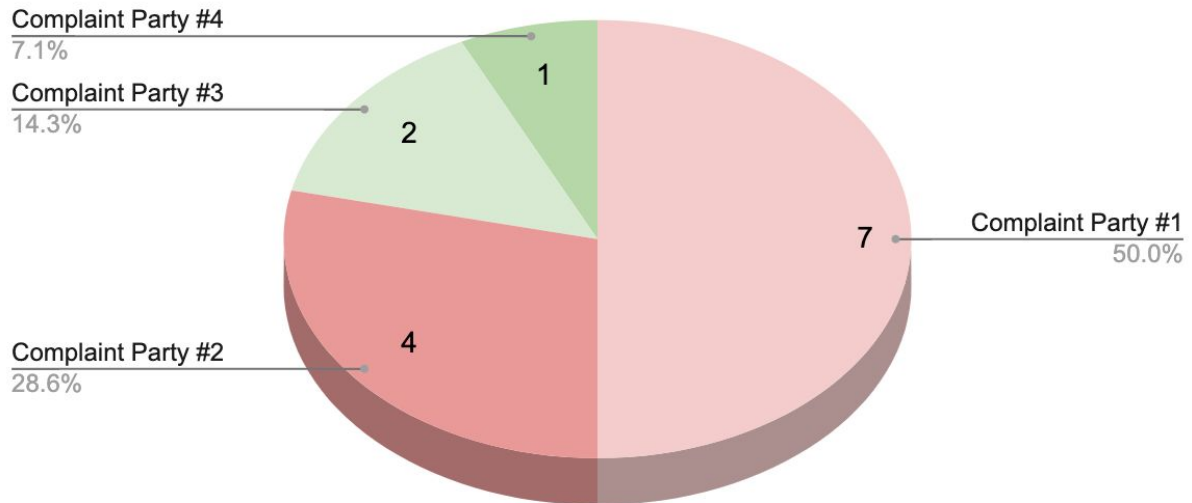
- Cars parked in public parking spots (not illegal and not covered under the STR ordinance)
- Trash can was full enough to push the lid slightly up. Photo evidence shows about an inch of clearance disrupting the trash can lid from fully sealing. Trash was all contained in the bin.

Complaints - Permits Involved



- Two homes represent over 71% of the complaints.
- These two homes also represent all 5 complaints that have been categorized above as invalid.
- I'd suggest that these are not two problem houses but that they live next to neighbors that are more highly concerned than the general Cove Beach consensus.
- *Our home has 6 complaints. Our attempt to problem solve with our neighbors and extend goodwill unfortunately was met with silence. One of these complaints was valid and action was taken immediately with proactive solutions to noise issues in the future. I consider 4 of these complaints to be without any merit.*

Who's Submitting Complaints?



- Out of 95 homes, all complaints have come from 4 parties.
- One party represents 50% of the complaints.

Falcon Cove Water District Board

We know that issues with our water supply are not directly relevant to the STR ordinance or discussion. I'm sharing our findings so you can better understand the scope of the STR issue in Cove Beach.

During the first county enforcement STR meeting the Falcon Cove Water District Board submitted a statement claiming, without evidence, that homes with STR permits were the highest water users and that their existence threatened the water supply for all community members. They have not been willing to retract this statement despite the addition of a new well that alone is permitted by the state to provide twice the amount of water Cove Beach consumed in 2020.

The water board enacted a moratorium preventing new connections from December 2018 - June 2020. The targeting of STR permits is a continuation of this effort by a few to exercise their control over other property owners. The data did not support a moratorium nor does it support excessive use by STR homes.

Here are a few notes and facts to consider:

Two members of our water board account for 57% of all STR complaints in 2019 and 2020.

Cove Beach Water Consumption vs Potential System Leaks

<u>2020 Summer Water Consumption Data (in gallons)</u>					
	Total Accounts	June	July	August	September
FCBWD Reported Consumption	95	238,052	315,852	359,198	282,426
State of Oregon North Spring		305,872	618,558	723,077	386,416
State of Oregon South Spring		0	0	46,548	46,548
Water Volume Unaccounted For		67,820	302,706	410,427	150,537
Percentage Of Total		22%	49%	53%	35%

- This table shows a huge discrepancy between water that is measured and reported to the state at the source and the sum of consumption from all 95 Cove Beach homes.
- With such a massive amount of water unaccounted for, it's problematic to suggest that STR homes present an existential threat to the Cove Beach water supply.

With a significant amount of time invested and capital resources allocated to seek transparency, we have determined the following facts which demonstrate a red herring when it comes to the STR issue:

- Half of the homes with above average water consumption do not hold STR permits.
- In September 2020, all 22 STR homes would have to increase their consumption by 386% just to match the amount of water that is unaccounted for by the district.

Conclusion

My hope is that the evidence I presented helps you understand more scope to the STR issue in Cove Beach. *I have no desire to vilify certain members of the community that for some reason or another object to STR use. In fact, I'd prefer to be transparent with one another and work towards win/win solutions.* That being said, it's important that we look at the evidence and seek transparency when considering policies that might benefit a few at the detriment of many.

We are committed to being great neighbors, will continue to be flexible, and seek out creative solutions that take our neighbors concerns into account.

Thank you,

Jonathan & Margi Felix-Lund

Gail Henrikson

Subject: FW: Support of Short Term Rentals - Cove Beach
Attachments: Letter to Comm L. Thompson re STR - Cove Beach 2.8.21.pdf

From: Clatsop Development
Sent: Tuesday, February 9, 2021 7:05 AM
To: Gail Henrikson <ghenrikson@co.clatsop.or.us>; Rob Ledgerwood <rledgerwood@co.clatsop.or.us>; Nancy Mendoza <nmendoza@co.clatsop.or.us>
Subject: FW: Support of Short Term Rentals - Cove Beach

Clancie Jo Adams | Permit Technician
Clatsop County Community Development
Land Use Planning Division
800 Exchange Street, Suite 100
Astoria, OR 97103
Phone: 503.325.8611 | Fax: 503.338.3666

This message has been prepared on resources owned by Clatsop County, Oregon. It is subject to the Internet and Online Services Use Policy and Procedures of Clatsop County.

From: John Meyer <jk@caretrust.us>
Sent: Monday, February 8, 2021 7:49 PM
To: Lianne Thompson <lthompson@co.clatsop.or.us>
Cc: Mark Kujala <mkujala@co.clatsop.or.us>; John Toyooka <jtoyooka@co.clatsop.or.us>; Pamela Wev <pwev@co.clatsop.or.us>; Courtney Bangs <cbangs@co.clatsop.or.us>; Clatsop Development <comdev@co.clatsop.or.us>
Subject: Support of Short Term Rentals - Cove Beach

Dear Commissioner Tompson and Members of the Board of Commissioners,

We have been property owners in Cove Beach for many years and are writing to voice our support in the attached letter for the Short Term Rental regulations, and extensive permitting requirements, that are currently in effect. In addition to short term rentals, our home is used by our extended family, children, and grandchildren, and their guests and friends. Our family has been in Oregon since 1945, and we have been visiting the Oregon coast ever since.

Our current rental activities make it possible for our family to enjoy this beautiful part of the Oregon coast, support our retirement income, and also enable us to make a substantial annual financial contribution to Clatsop County and many residents and businesses that we work with.

We support the very extensive community outreach efforts of the County that are part and parcel of this wonderful community and appreciate your interest and continued support of this important program.

John and Maria Meyer
31865 Clatsop Lane

*John & Maria Meyer
31865 Clatsop Lane
Arch Cape, OR 97102*

Via Email

ljthompson@co.clatsop.or.us

February 4, 2021

Re: Short Term Rentals, Cove Beach

Dear Commissioner Thompson,

My wife and I are homeowners in Cove Beach and are happy to be part of this community. As a life-long Oregonian, I have been coming to the Oregon Coast since 1945, and being able to visit the coast has always been an important part of our extended family legacy, and now that of our grandchildren. As a family, we are blessed to be able to enjoy staying here, and sharing our home with our adult children and grandchildren living in Portland and Seattle, and sharing our home with their friends and guests.

To supplement our retirement income, we also rent out our home in full compliance Clatsop County regulations. We are pleased to note the substantial positive economic impact we and other property owners who rent have on our local community, and the employment and business opportunities we provide to permanent residents of Clatsop County.

Recently there has been an unfortunate effort by a small group of our resident neighbors to hire an attorney in an effort to influence the county to curtail or stop short term rentals. Their efforts have created a negative spirit of entitlement and privacy rights akin to that one finds in gated communities. We are writing to object to that effort. Here's why:

- a. **Permitting Protocols, County Ordinances:** Clatsop County already has in place excellent permitting and licensing protocols, and excellent "night sky" and "quiet time" regulations. The county not only has well thought out regulations, it goes beyond, with a responsive and successful community outreach program for handling, monitoring, and following up on complaints from the neighborhood, should they arise.
- b. **Covid – 19 Notices:** We, and we assume others, observe Covid-19 regulations set by the County. We send a Covid-19 Notice to all guests before they arrive (see attached).
- c. **Covid – 19 Protocols:** We are both in an age and medical category where this is extremely important to us. We provide masks for our guests, and our housekeeping staff observe Covid-19 cleaning regulations established by the CDC, Airbnb, and VRBO. As an example, Airbnb has a Covid-19 "5-Step Enhanced Cleaning Process" that all hosts are required to follow between guest stays. The process is based on Airbnb's cleaning handbook, developed in partnership with experts to curb the spread of Covid-19 and is in addition to local laws and guidelines.
- d. **Complaints** – we appreciate hearing from a neighbor about any problem they experience with our guests or our home, and we respond promptly. One of the positive County rules for short term rentals was a requirement to notify our neighbors in writing and give them a number to contact if there is a problem. As further protection, the County has set up an excellent ongoing

system for processing and following up on complaints. The County also provides outreach opportunities for video conferencing to regularly let residents discuss and bring complaints to the County's attention.

- e. **Nuisance Complaints** – as demonstrated by the December 28, 2020 letter from Reeve Kearns PC to the County, there has been an unfortunate attempt to mischaracterize and generalize short term rentals as “nuisances.” This letter represents “a group of residents in Cove Beach.” The letter is an example of counter-productive efforts that tear down a community, not improve it: The attorney refers to nuisance impacts as “**severe** because the Short Term Rental owners/managers **fail to limit guests, regulate their behavior, or properly control the number of people.....the nuisance impacts of uncontrolled STR’s has a devastating effect** on residential neighborhoods...excessive and unresponsive STR’s also present a **public health hazard** in the spread of Coronavirus and through failing septic systems....” This letter labels normal community activities as a short-term rental nuisance, when the activities are often a normal part of any neighborhood community. Not surprisingly, the Reeve Kearns letter offered no evidence of these alleged nuisances or their supposed devastating effects, instead suggesting an effort to restrict property rights and create an exclusionary gated community.

We look forward to working positively with our neighbors at Cove Beach, and appreciate your continued efforts to make our community a better place to live.

Best regards,



Maria & John Meyer

Cc: Via Email

Gail Hendrickson, Director, Planning Department, Clatsop County
 Commissioner Mark Kujala
 Commissioner John Toyooka
 Commissioner Pamela Wev
 Commissioner Courtney Bangs

Attachment:

Clatsop County Covid-19 Notice

This requirement is established by Clatsop County to protect the welfare and safety of the local rural community, that we send the following information statement to our guests prior to arrival:

- *No one in your party has recently experienced any flu or cold symptoms or had a fever within in the last 10 days.*
- *No one in your party has been exposed to or interacted with a person who has tested positive for COVID-19 within the last 14 days.*
- *You will follow social distancing measures for the duration of your stay.*
- *You acknowledge Clatsop County residents have concerns related to increased risk of exposure of COVID-19 in rural communities and that all guests will make every effort to be good citizens and respectful neighbors during their stay. This includes adhering to the hours of quiet time (10 pm to 7 am) and parking requirements (guests are required to park on the property).*
- *We recommend guests bring an adequate supply of face masks and hand sanitizers for your stay.*

Nancy Chase
79089 Tide Road Cove Beach

February 9, 2021

Dear Board of County Commissioners

Re: Short Term Rentals

Please accept my thanks to you and your staff for taking the time to address this issue. Gail Henrikson and Rob Ledgerwood, have been very helpful and professional in dealing with this matter.

I am a Short Term Rental (STR) owner and the rental income has allowed me and my family the ability to have a house at the coast.

Cove Beach has been described as having a large number of rentals clustered in a small rural community.

Some facts: Cove Beach is unique from other established residential communities on the coast as it has always been mainly occupied by 2nd home owners.

Today there are 96 residences and only 16 are occupied by full time residents.

There are 13 STR in Clatsop County and 6 in Tillamook County (the community overlaps 2 counties). The majority of residences are second homes and often unoccupied. The minimum lot size is 20,000 square feet so except for preexisting lots there is ample room between houses.

I am not qualified to argue the legal points of this issue but I view STR as preexisting condition when most of 16 residences were built/purchased. Many of the current full time and part time residents rented my STR prior to purchasing homes in Cove Beach.

In my opinion STR provide a valuable service to the community and beyond.

The majority of STR owners could not afford to have a house at the beach without the income from STRs.

Because of the low number of full time residences and the large lot size Cove Beach is ideally suited for STR use. The majority of my renters are families.

My 2 bedroom house (limited to 2 adults and up to 3 children) provided a cost effective way for low and mid-income families to experience the Oregon Coast and get out of the city.

Houses with bedrooms, living room, a kitchen to cook your food, washer /dryer and yard are much better suited to a family versus two queen beds in a hotel room.

Requiring a guest to book a minimum number of 7 to 14 nights, which is also being proposed, will exclude many would be renters based on economic ability.

Many people can only afford 2 to 4 nights based on cost. Vacation time may also be limited.

I view this as a social equity issue and it highlights the growing income disparity in our society.

The fact that 61 houses are used only as vacation homes (not STR) by their owners reflects the growing trend that experiencing the Oregon coast is only for the well to do.

The 2 year record of complaints for Cove Beach is fairly low and legitimate complaints can be handled with a good neighbor policy not more regulation.

In closing, should the desire of some of the 16 full time residences for a private enclave eliminate the rights of the STR owners and the opportunity for many to enjoy the coast?

Sincerely,

A handwritten signature in black ink that reads "Nancy Chase". The signature is written in a cursive, flowing style.

Nancy Chase

Gail Henrikson

From: Nancy Weil <nancykweil@gmail.com>
Sent: Tuesday, February 9, 2021 11:22 PM
To: Clatsop Development
Cc: Rob Ledgerwood
Subject: Clatsop County STR Board work session

Director Henrikson and Rob Ledgerwood,

I apologize for the late submittal of this letter to the Board for their upcoming work session on Short Term Rentals. I hope it can be included with their work packets for consideration. Thank you and for your staff for addressing the multifaceted short term rental.

Nancy Weil

February 9, 2021

Dear Clatsop County Board of Commissioners,

We congratulate Commissioners Bangs and Toyooka, wishing them as well as the other commissioners a safe and productive term. We thank the Clatsop County Land Use Director Gail Henrikson and Code Enforcement Rob Ledgerwood for their work, specifically regarding Short Term Rentals.

The evolution of vacation rentals to short term rentals due to the development and proliferation of online platforms i.e. Airbnb, HomeAway and Vacasa and now Marriott International under agreement with TurnKey Management, has put the industry in front of local regulations, the cart before the horse.

One only need “google” STR’s to open up a wide discussion and research on the benefits and impacts as from this Economic Policy Institute article “Airbnb is frequently depicted as a boon for travelers looking for lower-cost or nontraditional accommodations, and for homeowners looking to expand their income stream. But in many local markets, the arrival and expansion of Airbnb is raising questions about its potential negative impacts on local housing costs, quality of life in residential neighborhoods, employment quality in the hospitality industry, and local governments’ ability to enforce municipal codes and collect appropriate taxes.” (attached link to the article at the bottom).

Vacation rentals are long standing in destination locations like the coast. Some communities are more equipped than others to integrate the growing number of short term rentals. Less equipped might be unincorporated communities, this is not due to privilege but rather to limited resources, access, septic stability, and geological concerns. While addressing existing rentals with compliance issues is a concern, the concern here is the coming rentals whether by the issuance of new STR permit by the county or the building permit. With the number of undeveloped lots in Cove Beach, lots that were plotted decades ago or even the redevelopment of existing lots could bring the mega rental structures, maxing out the code permitted occupancy.

“Build it and they will come”. That is good for the investor, the contractor, the local business that may benefit, the vacationers and the local government. Benefit in the short term. What about the long term? If anything, this Pandemic should have opened our eyes to the long term, the long game. The state of our future.

There is a great deal on your plate, pressing immediate issues. However, what was once viewed in the distance, or not at all, is now on your doorstep. We as a society may need to reevaluate how intrinsic value is measured. You as the governing body are charged with establishing policy for the good of your county, the land and people, as a whole for the present and the future.

We are not your constituents as we live on the county line in Falcon Cove, Tillamook County. We are full time one home property owners. Our cove is seamless with Cove Beach as we share the FCB Water District, whom we appreciate for their proactive approach to ensure all in the district continue to have a reliable water source and receive quality water at a reasonable rate. We also have connected road network, a Cove Beach road system of mostly unpaved below county road standards, as I understand, which has a private road fund for maintenance. Therefore, what effects Cove Beach effects Falcon Cove. While a "Good Neighbor" approach is aspirational it is not policy. Good policy is what is requested to ensure existing rentals inform property users and maintain properties to minimize community impact, so that even a short term "neighbor" is a good neighbor. Each neighborhood is unique as is each rental home, just as the special instructions that each property provides for use of the property so provide special instructions for use of the community and Cape Falcon Marine Reserve shoreline.

Public policy which considers the long term, STR cap or limit, long term rental incentives (Cove Beach currently has long term renters), limit the transfer of STR permit upon change of ownership, as examples. Some communities are not meant to follow the trend, this again is not due to privilege or naivety. When and as new development comes to the Cove, you the County Commissioners have the power to ensure it does not fall into the trap of terminology. "Most major booking sites have long ceased listing separate categories for hotels, homes or apartments, and favored "stays" as a catch-all bucket because accommodation types were melding together." as quoted from Skift in January 2021. Our question to you, when does a single family house become a hotel sans the onsite staff?

Thank you all for taking the time and interest in hearing public thoughts and concerns. While Cove Beach is home to one of Clatsop County's commissioners, the other members of the Board maybe interested in a personal site visit of the community. It's the last one on the right before the Tillamook County sign.

<https://www.epi.org/publication/the-economic-costs-and-benefits-of-airbnb-no-reason-for-local-policymakers-to-let-airbnb-bypass-tax-or-regulatory-obligations/>

<https://skift.com/2021/01/19/travel-megatrends-2025-more-mainstream-short-term-rentals-cope-with-new-headwinds/>

Respectfully,

Nancy and Jeff Weil

Falcon Cove, Tillamook County, Oregon

Gail Henrikson

Subject: FW: Feb 24 workshop input

-----Original Message-----

From: Susan Paduano <spaduano1@msn.com>
Sent: Monday, February 8, 2021 2:41 PM
To: Clatsop Development <comdev@co.clatsop.or.us>
Subject: Feb 24 workshop input

Dear Clatsop County Board of Commissioners, I am writing to add my comments for the workshop taking place on February 24, 2021.

My husband, Paul, and I purchased our home in Falcon Cove in 2014. We do not rent out our home and have enjoyed the neighborly feel of the area. In the passing years we have seen a number of the neighboring homes become short-term rentals, we have experienced negative effects from short-term rentals and we have seen negative behaviors from short-term renters.

The home across the street from ours (79209) has become a short-term rental with a capacity of 11 persons. This home is very popular and we have seen as many as 3 separate groups of people using this home in one week. We have issues with the outside lights being left on and have complained to the renters, to the homeowners and to the rental agency, VaCasa. These outside lights shine directly across the street into our bedroom and it is very annoying.

Our area has experienced a decrease in water availability and the area instituted a moratorium on water usage and permit issuance. With the seemingly unlimited turnover of these short-term rentals, the water usage is compounded, adding to the issue of decreased water availability. During the moratorium, when we could not use any outside water - so no window washing or outside plant watering, we saw multiple turnovers of the homes near us. Considering that these homes are cleaned between each use, the water resource demands are quite considerable.

Falcon Cove/Cove Beach is classified as rural residential but homes are being purchased for the express purpose of turning the property into a short term rental. This involves turnover, increased resource use, homes with large property management signs in the windows and a commercial venture being run in our residential community. As you are aware the roads are maintained by the residents of our area. This is further use of the community infrastructure that gets over used by the short-term rentals.

It is our hope that you please consider the residents of Falcon Cove/Cove Beach. We urge you to consider a percentage limit on short-term rentals per area and fees that would go to maintain the infrastructure of each area. The only people who gain in this short-term issue are those rental owners, who do not live in the area, are not there to answer in the event of problems. We also request that you develop a system of responsibility on the part of the rental homeowners for the benefit of maintaining whatever is left of our rural/residential area.

We realize that this issue is being addressed in many areas and we applaud your forward motion to set up a system that can allow for our pristine neighborhoods to retain the beauty and peace that led many of us to purchase homes here.

Thank you very much for your consideration of our input.
Paul and Susan Paduano
79210 Ray Brown Rd, Arch Cape, OR 97102

Mailing address: 3233 W. Edson St., Boise, ID 83705

ARCH CAPE FALCON COVE BEACH COMMUNITY CLUB
Potential Changes to Short-Term Rental Ordinances

February 5, 2021

Clatsop County Board of Commissioners
c/o Gail Henrikson, Director
Clatsop County Community Development
ghenrikson@co.clatsop.or.us

Dear Commissioners:

Arch Cape Falcon Cove Beach Community Club (Community Club) is a neighborhood community organization founded in 1966 to maintain and enhance the livability and sense of community in Arch Cape - Falcon Cove Beach, and to protect the natural, scenic, open space, historical and cultural aspects of the area and land.

We understand a Work Session is scheduled for February 24, 2021, at which you will consider potential amendments to the Short-Term Rental Ordinances for unincorporated Clatsop County and for Arch Cape. The Club's membership includes residents and property owners in areas covered by both ordinances, and the majority of short-term rentals (STRs) in Clatsop County are in Arch Cape and Cove Beach.

The Problem

Both of these ordinances were enacted in response to the increasing use of private residences as STRs and the negative impacts they can have on the communities in which they are located. These impacts include noise, parking problems, over-occupancy, parties, trash, run-down homes, and illegal rentals. Even well-run STRs, and there are many, impact community livability negatively by adding unknown people/vehicles/animals to the neighborhoods, and stress on the community's infrastructure.

The problem underlying all of these impacts is a fundamental one: STRs are commercial activity which is being conducted in neighborhoods which the County has zoned single-family residential. These are businesses which operate much like hotels and motels, housing visitors and vacationers, many of whom have no ongoing connection to the community. But unlike hotels and motels, there is no owner or manager onsite to monitor activity and solve problems that may arise. The STRs in our coastal communities are mostly vacant homes which are managed either by absentee owners or, more often, by offsite property management companies. Some were purchased or built specifically to rent for investment purposes.

Ideally, the Club would like to see STRs classified as a commercial use in order to regulate them appropriately, but classifying them as such could mean they would no longer be allowed. The Community Club is advocating a more realistic approach, one which uses increased regulation to better integrate STRs into their neighborhoods. What follows are some ideas which we hope the Commissioners will consider.

Ideas for Consideration

(1) We request that the County review the differences between how Bed & Breakfast establishments and STRs are treated in the zoning code. B&Bs are listed as home occupations, require that an owner live onsite, and are regulated as a conditional use. STRs are not listed as home occupations, do not require an onsite owner, and require only a Type I permit. There is no principled reason why these similar types of rental businesses should be treated differently. Both are engaged in commercial activity within areas that are zoned residential, and both should require conditional use permits.

(2) We urge the County to bring the community into the process of permitting STRs. The current process allows the STR applicant to go through the entire process without any notice to neighbors or to neighborhood associations. Only after-the-fact, after the permit has been granted, does the County notify surrounding neighbors by mailing them a copy of the permit. Requiring a conditional use permit for STRs would allow neighbors to receive advance notice, have an opportunity for comment, and in some cases attend a hearing. Another idea is to require an applicant-neighborhood meeting before any STR permit was approved, a process that was adopted after the Citizens Advisory Committee for our region was disbanded in 2017. The goal is communication between property owners, those who rent their homes and those who do not, because communication often fosters cooperation.

(3) We support expanding the Arch Cape ordinance to cover Cove Beach, or perhaps the entire Southwest Coastal region. Rental stays outside of Arch Cape can be as short as one night, which means there could be as many as 30 different renters per home in a given month. Cove Beach would benefit greatly by limiting rentals as Arch Cape does, to a minimum of seven nights or, if fewer than seven nights, to no more than one rental within a seven night period.

(4) We oppose any effort to align the two ordinances by reducing the protections for Arch Cape, especially the seven night requirement.

(5) We encourage the County to consider reasonable restrictions on STRs. One issue that has received community support in the past is a cap on the percentage of homes which can be STRs at any given time. This might be accompanied by regulations that provide for rotating permits so all who want to rent have an opportunity, and by non-transferrable permits so new owners don't have an unfair advantage. Restrictions should balance concerns that the process be fair for everyone with the need to maintain livability in our rural communities.

Thank you in advance for considering the Community Club's ideas, and we are available to work with you on this important matter.

ACFCB Community Club
Linda Eyerman, Land Use Committee Chair
linda@gaylordeyerman.com

Joanne K. Cornelius
44920 Tide Avenue
Arch Cape, OR 97102
503-436-1217
2/5/2021

February 10, 2021

Mark Kujala, District 1 Commissioner and Board of County Commissioners Chair
Lianne Thompson, District 5 Commissioner and Board Vice Chair
Pamela Wev, District 3 Commissioner
John Toyooka, District 2 Commissioner
Courtney Bangs, District 4 Commissioner
Don Bohn, County Manager
Gail Henrikson, Director of Community Development

Dear Commissioners Kujala, Thompson, Wev, Bangs and Toyooka; County Manager Bohn; and Director Henrikson,

I am submitting this letter to you for the February 24 workshop regarding STR's in Falcon Cove Beach advertised at this moment. (if the date changes please advise)

I'm a full-time resident and have been for 49 years, therefore from the beginning of Clatsop County's 1st Comprehensive Plan, which I was involved in as a member of our local Water District which crosses Clatsop-Tillamook county lines, therefore important from Goal 1 perspective and difficult from having to double-up one's time being involved with both. I was on the Tillamook Planning Commission when this county passed our 1st Comprehensive Plan. From day 1, since we are at the end of both counties, it has been a forgone conclusion that neither have paid any attention to our rural community until we have to stand up again to let you know that we are here, and have been all along, and are still an **involved, voting, tax-paying** residential neighborhood of full-time residents and second homes of mostly in-state residences, **not commercial transient vacation businesses.**

I know of no STR owner here who asked any of the full-time neighbors what we might think of having noisy, partying, strangers parading throughout, leaving overfilled trashcans, dog droppings along trails, trash on beach. And then to protect our own property by having to report their infringements to centers 40 miles away north and south. **That's why commercial activities should be in towns. (Just last evening a strange couple strolled onto and around inside of my fenced property and hurried off when they discovered me standing in the window looking at them.)** This is a common occurrence throughout our community. Can you imagine living in a city that it would be appropriate to wander onto someone's property?

1 of 2

The most worrisome problem is that this area is not on sand-dunes like most of the northwest beach areas. Septic tanks and drain fields are not evaluated to determine if they are adequate to handle the kind of usage that STR's require. When you determined that pre-existing lots could be developed rather than requiring that lots here should be 20,000 sq. ft. DEQ permits do not take into consideration that STR's septic systems would be using excess water. Permits don't evaluate how many gallons of water flows into a septic system when an STR is renting week after week. Many of the homes here have sand filter systems and those put in before 2014 don't even require maintenance. Drain fields fill up in rainy periods and since there are so many creeks flowing into the Falcon Cove Marine Reserve, which is our front yard, there are questions regarding the quality of water ending up in the ocean. There are places where I can smell septic odors near streams.

As you are hopefully aware, many other communities in Oregon are having the same problems regarding STR's inundation into their neighborhoods, and are asking the same kind of interventions from their counties. Now would be good time to rethink STR rules that are in the Ordinance which are inadequate for an unincorporated community. **(Clatsop County can't regulate something it doesn't have complete control over. Enforcement is a challenge that has not been solved.)**

The organized vacation rental managers say "we have to be regulated", but they also say that jurisdictions need to be better about enforcing regulations. In other words they are blaming the counties for not regulating. Well, until recently we haven't had regulations and if the county wasn't allowing STR's in unincorporated areas there wouldn't be a need for enforcers. STR managers say they provide tax revenue which funds local government needs, but **NO** funds come to our community. They say STR'S provide local jobs, **but there is little affordable housing for those low wage earners.**

It is obvious from the response of full-time and part-time residences of this community there is **NO interest in STR's**. There are **NO positive benefits, either socially or financially**. The local roads in Cove Beach are maintained by members only and some of the STR owners don't even contribute their share to that fund. The tax payers in Falcon Cove support their roads with little attention from Tillamook County. STR's users and the support people of those STR's have greatly increased the traffic in the community. **We, the tax payers are subsidizing those who operate/own STR's.**

Please listen to those of us who have lived here for years, voted here, paid taxes here, contributed to our rural community needs that aren't provided by the counties and contributed to the counties with our involvement in planning. We are trying desperately to maintain the quality of life, the community spirit, the respect for our neighbors and the way of life that we came here for, had and wish to keep. **31.5% of homes are STR's which exceeds Seaside, Manzanita, and Cannon Beach.**

Respectfully,
Joanne Cornelius

2 of 2

Gail Henrikson

Subject: FW: FCB Resident-Owner Response to STRs

From: Denise & Jeff Davis <falconcovehaven@gmail.com>

Sent: Tuesday, February 9, 2021 9:36 PM

To: Board of County Commissioners <commissioners@co.clatsop.or.us>; Mark Kujala <mkujala@co.clatsop.or.us>; John Toyooka <jtoyooka@co.clatsop.or.us>; Pamela Wev <pwev@co.clatsop.or.us>; Courtney Bangs <cbangs@co.clatsop.or.us>; Lianne Thompson <lthompson@co.clatsop.or.us>

Subject: FCB Resident-Owner Response to STRs

Dear Clatsop County Board of Commissioners,

Thank you for accepting public comment on the issue of Short-term Rentals (STRs) in the Falcon Cove Beach (FCB) community. Although we weren't able to attend, we listened to the Board's January 26 meeting recording and would like to share our thoughts regarding this issue.

When we bought our home here in late 2016, with the intention of settling permanently in a few short years, only three FCB homes, we have been told, were considered STRs. The increase from that number to the current 17-20 on the Clatsop side of FCB (depending on whose data one uses) in only four years has alarmed and dismayed us. We expected our home to be part of a residential community with mostly permanent neighbors, either present or absent, whom we would come to know. Of course, we understood that many homes were vacation homes, as ours would be, but we did not envision that so many homes would become STRs. **The unchecked dramatic and potentially continued growth of STRs in our community has the likely result of FCB's ceasing to be a neighborhood and becoming a resort, accompanied by the negative behavior common to many vacationers, some examples of which we've described below. As the number of STRs in FCB, no matter whose data, currently outnumbers that of full-time residences, it is urgent that formal discourse surrounding this topic lead to solutions that preserve the bucolic nature of this precious FCB neighborhood.**

We acknowledge that STR owners make efforts to control the negative behavior of their tenants and, in demonstration of their neighborliness, have committed to doing more in this regard. No matter the herculean attempts STR owners might exert toward curbing harmful behaviors of their renters, there's no changing the fact that people on vacation often do not exhibit the same responsibility towards the community that owners do. We observed this in the interior of our FCB home, which had been an STR for two years prior to our purchase; the carpet and walls had been grossly stained, needing immediate replacement, evidence that renters hadn't treated it as if it had been their own home. What's more, we can count numerous times in the last year of our full-time residence in FCB that we have seen

- Unfamiliar walkers taking short-cuts through our property;
- Cars and trucks driven down our driveway, drivers mistaking it for a through lane despite the posted reflective private drive sign;
- Young men using the gravel lane adjacent to our property (and our *driveway!*) as a go-kart track, deeply rutting the gravel and making astonishing noise;
- Security camera footage, shared by one of our neighbors, showing strangers approaching their front door and, on at least one occasion, actually trying it to see if it was unlocked.

We are deeply concerned about these negative behaviors that not only impose on our privacy, but also cause destruction and make us feel unsafe in our home and while walking on our roads. An increase in the transient populations produced by additional STR permits will only increase the probability of such incidences and of our resulting apprehension and frustration.

We recognize that by using words such as “unchecked,” “staggering,” and “dramatic,” we risk alienating our readers. We feel that by allowing issued STR permits to grow to 30(-34)% of the homes in the FCB community, our County has, in fact, alienated its owner-residents, not to mention put a strain on our neighborhood’s infrastructure. How FCB STR permits have increased to 30(-34)%, when the precedent set by adjacent communities is significantly lower (6-21%), speaks to the need to limit the growth of STRs in FCB. We are compelled to ask Commissioners and STR owners: *Where you consider your primary residence, would you want a third of those homes to be short-term rentals? Would you welcome, in the neighborhood you call home, one house to the left or right of yours to be occupied by different strangers every few days?* **Because our response to these questions is a resounding “no,” we formally and respectfully request a limit to the proportion of FCB STRs to be in keeping with the precedents set by adjacent communities (6-21%). We’re not suggesting that STR permits be revoked to reach those percentages, but that no additional STR permits be issued.**

We appreciate the Board’s considering our, and our like-minded neighbors’, perspective and our proposed solution.

Jeff and Denise Davis
79432 Ray Brown Rd.
Arch Cape, OR 97102
503-436-4446
falconcovehaven@gmail.com

February 8, 2021

Mark Kujala, District 1 Commissioner and Board of County Commissioners Chair

John Toyooka, District 2 Commissioner

Pamela Wev, District 3 Commissioner

Courtney Bangs, District 4 Commissioner

Lianne Thompson, District 5 Commissioner and Board Vice Chair

Don Bohn, County Manager

Gail Henrikson, Director of Community Development

Clatsop County

800 Exchange Street

Suite 410

Astoria, OR 97103

Dear Commissioners, Kujala, Toyooka, Wev, Bangs, Thompson; County Manager Bohn; and Director Henrikson,

I am writing this letter as a concerned long time resident of the Falcon-Cove Beach Community (20 years) and as someone who has been actively involved in the Community and in the County over this same period (please see Attachment A). Over the past 5 or 6 years our Community has seen a dramatic increase of Short Term Rental (STR) properties – from perhaps 3 or 4 “occasional” vacation rental properties that were mostly managed by the owner to over 30 current STRs (20 in Cove Beach, 10 in Tillamook portion of Falcon Cove Beach) that are being professionally managed using world-wide marketing platforms (like AirBnB, TripAdvisor, Booking.com, VRBO, etc) as full-time business investments. This means that in our small RESIDENTIAL Community of 95 homes, we now have over 30% of the homes that have been turned into Short Term Rentals – this far surpasses the percentages in Arch Cape, Cannon Beach, Manzanita and other similar Coastal towns most of which are “tourist” type communities with a tourist based business base that can benefit from the Short Term rental properties and that have the infrastructure to support these STRs. This situation is destroying our Residential Community and we really need some help from the Clatsop County Board of Commissioners to protect the Residential character of this Community and our property rights as members in a RESIDENTIAL Community. My concerns fall into 4 major categories:

1. Honoring the spirit and the intent of the Zoning and Land Use Regulations that existed when most of us invested in the Cove Beach Community.
 - a. You should have already received a letter from Dan Kearns, an experienced Land Use Attorney, that describes in great detail and in a very professional manner the issues we have with the fact that STRs are not allowed in the Coastal Residential(CR) Zone so I will not repeat these here
 - b. I would however, like to provide my own personal experience with this issue. When we first came to the Falcon Cove Beach community in 1998 and fell in love with the Residential, rural, beautiful, and peaceful characteristics of this Community we decided to make this our “final” home – after 18 moves. So, we had considerable experience with land use laws, Zoning regulations and Building codes from many different jurisdictions.

We did quite a bit of “due diligence” in 1999 to insure that we were aware of all of the rules that might pertain to purchasing land and building a new home as well as to insure that we would not be subject to some of the problems we had seen in other communities we had lived in – such as the negative impact of STRs we had experienced in California, Florida, and North Carolina. We noted carefully that the Cove Beach community was originally developed in 1927 by the Arch Cape Land Company and that deed restrictions were put in place that specifically prohibited rental of residences (among other things). While

these deed restrictions “sunset” in 1992, by that time the CR Zone Ordinance was in place that continued to prohibit vacation home business rentals.

I met with a Clatsop County Planning Department person at the Astoria office in 1999 and enquired specifically about whether vacation rentals were allowed in the Cove Beach Community. This person showed me the map that indicated that Cove Beach was in the Clatsop County Coastal Residential (CR) Zone and then went through the text of the CR Zone Ordinance to show me that vacation home rental was not specified as a permitted or conditional use in the Ordinance. She also said that the Zoning Ordinance was a “permissive code” meaning that if a use was not specifically listed as either permitted or conditional use then it was not allowed. She stated unequivocally that vacation rentals were NOT allowed and further stated that no commercial business was allowed (other than what was specified as a permitted or Conditional Use).

This was further reinforced by discussions with Board members at the Falcon Cove Beach Water District who showed me their Rules and Regulations stipulating that they would only supply water to Single Family Residences and would NOT supply water to any commercial businesses. Based on these assurances, we committed to spending several hundred thousand dollars on our new dream home. Many other homeowners in Cove Beach did the same “due diligence” and were likewise assured that commercial activities such as week-end vacation home rentals were NOT permitted. The recent changes to this implementation and/or enforcement of the CR Zone Ordinance seems very surprising and unfair to those of us who live here and who have considered this to be the “law” – especially since this change was a complete surprise and did not seem to have any Goal 1 required notice nor involvement by the Local Community (unlike the very public, transparent and detailed discussions that surrounded the development of an STR Ordinance in the communities of Cannon Beach, Gearhart, Manzanita, etc).

2. Public Health and Safety

- a. As noted, Falcon Cove Beach is a small RESIDENTIAL Community surrounded on three sides by Oswald West State Park and on the fourth side by the Pacific Ocean. The coastline/beach in our Community can be a very dangerous place. Our Community sits on a bluff above sea level where the height of the bluff ranges from about 20 feet to over 40 feet. At the base of the bluff is an unstable cobble “berm” that ranges from 20 feet to over 50 feet extending out from the base of the bluff towards the beach. There are only three public access points to the beach in our Community and each one is a very narrow, dirt path that is steep and that ends on the cobble berm. During wet weather or high tides, it is quite treacherous to get down this path and make your way to the beach. Once down on the beach it is all too easy to find yourself trapped between an unexpected incoming sneaker wave and the bottom of the bluff with no way out. Our Community has seen several tragedies and near tragedies over the years when clueless visitors venture onto our beach at inappropriate times or conditions. The locals know not to go on the beach during storms or King Tides but the tourists have absolutely no concept of tides, or sneaker waves, or King Tides, or how cold our water is. Just in 2020, we tragically saw two small children lost to large waves on our beach. With the arrival of STRs we are now looking at 25,000 or more tourists per year who arrive in our small Community from all over the world with no knowledge of our bluffs, our steep trails, or our treacherous beaches– the outcome is absolutely and tragically predictable. As a member of the Cannon Beach Fire Department and the Clatsop County High Angle Rescue team for many years, I can tell you firsthand that our Community is NOT a safe and friendly place for these out-of-area short term tourists. We have had many rescues or rescue attempts in Falcon Cove over the years as well as Medical calls to render aid to visitors who have fallen on the beach access path or slipped on the rocks. Manzanita, Seaside or Gearhart would be far, far safer places to visit. I suspect that this is one reason why the Coastal

Residential Zone was created by Clatsop County in the first place – there are only a few “pockets” of Residential homes with the CR Zone designation and each one has the same high bluff, difficult beach access, cobbles, and dangerous tides/sneaker waves as our Community. Perhaps the planners at the time recognized that these areas were not safe for nor conducive to tourist traffic.

- b. The Cove Beach Community is served by a network of small (10-12 foot wide) dirt roads. These roads are classified as Public Roads by Clatsop County and are, therefore, NOT maintained by Clatsop County. Over the years, a small group of residents formed a “Road Committee” to maintain our roads. This effort was funded by mailing out requests for funds to all property owners in the community each year and, fortunately, a sufficient number of property owners did donate funds to the committee so that the roads have been successfully maintained each year for over 20 years. That said, the roads do NOT allow cars that meet on the road to pass by so one car will typically pull off the road into a driveway or cross street or go partially into the ditch to allow the other car to pass. Up until recently this was actually a fairly rare event in our Community (where the longest street is only about 1 mile long). In the last 3 years however, with the dramatic increase in traffic caused by the STRs it is becoming a daily occurrence. We are also seeing many Short-Term Renters park on the street – this makes passage difficult for regular cars and impossible for large vehicles such as Emergency Service Vehicles. There are at least two “corners” in our Community where Emergency Service Vehicles cannot go around the corner due to cars parked along the side of the road on almost any given day during the summer. Pictures are available upon request.
- c. All homes in Cove Beach are required to have their own septic system. Some homes only have cesspools or holding tanks. Each such system has a designed maximum daily in-flow amount in gallons/day that has been approved by DEQ and that may not be exceeded. The STR homes are allowed by the County to have many more occupants than many of these older homes were ever designed to have. We have many homes that are only 700 to 1000 square feet and that were intended to serve a small family of 2 Adults and 2 or 3 children for a few months during the summer – these homes have been converted to STRs with Occupancy limits of 8 to 16 people every day. We routinely see STR homes that exceed this maximum daily in-flow limit and, in some cases, exceed it by 2, 3, or 4 times on certain days. This presents real health hazards to our Community and to the residents of our Community. Data on over limit septic system in-flow for STRs is available upon request.
- d. The Falcon Cove Beach Water District was created in 1964 by the local residents of the Community. It was designed to meet the needs of a small RESIDENTIAL community where the bulk of the homes were smaller homes that were typically only occupied by a single family for a few months in the summer. The Water System (much like the road System) was NOT designed to support the level of use attendant to 30 or more STR properties that can bring in 25,000 or more visitors to our Community each year (not to mention the army of support personnel – property managers, caretakers, cleaners, gardeners, appliance repair people, tradesman, etc necessary to support these businesses). In 2018, the Water District was forced to declare a Moratorium due to a dramatic change in water production from our North Spring during the dry summer months, coupled with an uptick in peak daily demand during the summer days from the increased water usage. While the District was fortunate to be able to bring on a supplemental water source in 2019 (a new well) to end the Moratorium, there are really no practical ways to further increase our water supply and no way to predict (much less stop) the occurrence or severity of future drought years that knowledgeable forecasters tell us will be a certainty given the Climate Change outlook. Our Water system infrastructure was not designed to support the demand currently being forced on it by the proliferation of STRs.

3. Quality of Life, preservation of Nature

- a. As noted earlier, our small Community was always designed to be a small Residential Community of Single-Family Homes. Our Community is rural in nature as well as isolated – we are surrounded on three sides by Oswald West State Park and on the fourth side by the Pacific Ocean. There are no business or commercial activities in our Community by design and by Ordinance. Our Community is characterized by its closeness to nature – to the mountains, to the Ocean, to trees, to Wetlands, to an abundance of Wildlife. It is these characteristics that drew all of us to choose this beautiful, magical place for our dream homes for our families and/or our retirement years. We were all looking for the quiet, peaceful, close to nature environment along with the community spirit and cooperation that comes from having long time, reliable, dependable, neighbors (even if some are only here full time for a few months in the summer). Many of the families in our Community created the community back in the 40s and 50s and they continue to provide the “spark” and the manpower to get things done in our Community – such as clearing our roads after winter storms, running the Water District, providing help to neighbors in time of need, volunteering for local non-profit organizations that Support our Communities (such as the Arch Cape Falcon Cove Beach Community Club, the local Red Cross Shelter programs, Fire Mountain School, our local Cape Falcon Marine Reserve, etc) as well as volunteering to Support Clatsop County activities (Planning Commission, Citizens Advisory Committees, Emergency Preparedness Committees, COVID-19 Volunteer Groups, etc).. It is these many long-term residents who feel very threatened and upset by the recent unexpected onslaught of Short Term Rentals.

4. Affordable Housing

- a. Some of the STR properties in our area are bringing in \$500 to \$1000 per night during the summer months – these property owners are making more money in two weeks as a vacation home rental than they could probably make in a year if the home were offered as long term housing. As a result, long term, affordable, housing is disappearing in our Community. We did have a few homes in our area that were being used as long-term rentals by folks who worked in the area (Fire Mountain school, Cannon Beach, Seaside). Just recently we had a new teacher at Fire Mountain School move into such a long-term rental in our Community, but they were told that the property owner would be converting that property to a STR in the near future. This issue of the negative impact of STRs on Affordable housing is well known across the Country and has been studied and reported on by several well-regarded studies. This fact is also featured in Clatsop County’s own report on Affordable Housing published in January of 2019. The economic incentives for the Out of County property owners could not be more obvious or compelling – as an example, since 2016 we have seen a dramatic spike in the number of homes sold in our Community – 18 homes sold during this period and 12 of them (75%) were immediately put on the market as Vacation Rental Homes. One of the local Real Estate agents who brokered these sales has a long history or connection to our Community and they spoke about the fact that the key element in many of these sales was the “business model” for STRs. This business model also factored prominently in the high sales price for the home. When looking to the future for our community, it is inevitable that, if left unchecked, the profit motive for STRs will price out the existing residents – especially those long time, older residents on fixed incomes who cannot keep up with the inevitable increases in property taxes, and rising costs of the infrastructure changes that will be needed to support the tourist industry.

This is not an effort to stop development – we are happy to see regulated, appropriate development that follows the same rules, laws, policies and procedures that each of us residents have done for many, many years and that takes into full account the capacity of our Community’s infrastructure. We are looking to our Clatsop

County Elected Commissioners to help us preserve our way of life, our most valuable and significant investments (our homes), and our Community not just for ourselves but also for our children and our grandchildren. It is also not to say that all STRs are “bad” – clearly this is NOT the case and I am sure that STRs are a welcome addition to the transient housing mix in the many “tourist economy” communities along the coast – such as Manzanita, Cannon Beach, Seaside and Gearhart. Certainly these communities have the business base to benefit from the visitor traffic as well as the infrastructure to support STRs such as local property management companies, gardeners, cleaners, repair shops, and large water and sewer facilities – all of which do not exist in our small RESIDENTIAL Community. It is interesting to note that these “tourist based economy” communities are precisely the ones who were the first to adopt very stringent STR ordinances to limit and regulate STRs so as not to end up destroying the very community character and features that attracts the tourists in the first place.

This large influx of Short Term Rental properties is demonstrably destroying our Community and our Investments – no one in our Community benefits from STRs. The only two groups who do benefit from STRs are the out-of-County or out-of-State investors who are making substantial profits from their vacation rental businesses and the County Administration that collects incremental revenue from the Transient Occupancy Tax. It is our fervent hope that the elected Board of Commissioners, will follow through on their charter and their organization chart (which shows the Residents of the County at the top of the Organization) and put the needs of the Residents of our Community above the business profits of Out of County business owners and the few extra dollars of revenue from the Transient Occupancy Tax versus the destruction of our Community and our Quality of Life.

To that end, in our research on the STR problems we have noted several “Best Practices” that have been found to be legal, acceptable, and effective in many other communities in Oregon and across the Country. We believe that these tried and true best practices offer good tools for Clatsop County to consider in updating and improving the current STR Ordinance (Note: copies of the STR ordinances referenced in parentheses below are available upon request):

1. Ban STRs in very specific Residential Communities or Land Use Zones (Gearhart, Ashland, San Diego) – such as the CR Zone
2. Require the HomeOwner to be present (owner occupied) during Rental period (Ashland, New York)
3. Require Property to be primary or permanent residence (San Francisco, Los Angeles, Washington DC)
4. Set caps on number of STRs allowed (Manzanita, Cannon Beach)
5. Limit number of rental periods per week/month/year (one rental every 14 days in Cannon Beach, one rental every 7 days in Arch Cape, 90 days per year in SFO and DC, 120 days in LA)
6. Set limits on distance between STRs (250 feet in Bend)
7. Require exterior sign visible from street listing Property Address, Contact person name and phone number. Contact person must live within 10 miles and/or must be able to respond in 10/20/30 minutes (Cannon Beach, Manzanita)
8. Cesspools or Holding Tanks not allowed (Gearhart)
9. Septic Systems must not exceed DEQ approved Design limits for daily in-flow (Tillamook County)
10. Parking restricted to designated, on-property parking spaces (Gearhart). No On-Street Parking.

Sincerely,



Charles A. Dice

email : cadice@hotmail.com

Telephone = 503-436-0146

Attachment A - Charles Dice Oregon Service Record

Clatsop County Related:

COVID-19 Volunteer Dec 2020 – Present (Call Center, Testing, Vaccinations)

Clatsop County Citizens Advisory Committee (SouthWest Coastal Area) – March 2019 - Present

Clatsop County Budget Committee 2013-2016

Clatsop County Sheriff's Department High Angle Rescue Team 2005-2014

Sunset Empire Transportation District Budget Committee – 2013-2016

Clatsop County Board Of Commissioners Recognition Awards/Certificates:

EMS Unit Citation – 2012

Certificate of Appreciation - 2013

Community Related:

Falcon Cove Beach Water District – Elected Commissioner, Officer and System Operator – 2003- Present

Arch Cape Falcon Cove Beach Community Club – Board Member 2003- Present (President, Secretary, Treasurer from time to time)

American Red Cross 2004-Present (Shelter manager for St. Peter the Fisherman and Fire Mountain School Red Cross shelter sites)

Providence Seaside Hospital Community Connection (was Partners for Seniors) – 2011 to Present (providing transportation for Seniors/Disabled)

SHIBA Counselor (North West Senior and Disability Services) – 2009 – Present

Seaside Rotary Club and Foundation – 2004 to Present

Cape Falcon Marine Reserve 2010 – Present

North Coast Watershed Council (was Ecola Creek Watershed Council) – 2005 to Present

North Coast Communities for Watershed Protection (was Rockaway Beach Citizens for Watershed Protection) – 2014-Present

North Coast Basin Drinking Water Coalition – 2014-2016

Cannon Beach Volunteer Firefighter and EMT – 2004-2014

Providence Seaside Hospital Foundation Board Member (and officer) – June 2005 – June 2011

DT: February 10, 2021

SJ: Falcon Cove Beach STR workshop topics

Lianne Thompson, District 5 Commissioner and Board Vice Chair

Mark Kujala, District 1 Commissioner and Board of County Commissioners Chair

John Toyooka, District 2 Commissioner

Pamela Wev, District 3 Commissioner

Courtney Bangs, District 4 Commissioner

Gail Henrikson, Director of Community Development

Don Bohn, County Manager

Clatsop County

800 Exchange Street, Suite 410

Astoria, OR 97103

Dear Commissioners Thompson, Kujala, Toyooka, Wev, and Bangs, Director Henrikson, and County Manager Bohn,

As a resident of the Falcon Cove Beach area, I urge you to review the recommendations of the Friends of FCB and implement a temporary freeze to give the county, the STR owners, and the residents ample time to consider the best way to evaluate the situation based on facts and data, to benchmark solutions from other communities, and to develop solutions to resolve the problems.

My family was personally threatened by an STR renter that was trespassing on private property. All we were trying to do was to point out that the use of the private property was unsafe (we also referred the renters to the sign that was posted by the county). We reported the assault to the county sheriff, who did come out and investigate that same evening. We did not have STR contact information, so we were unable to reach out to them. We also reported the incident to the Falcon Cove STR Quarterly Public Meeting, but we were told that criminal matters are not logged in the complaint system.

Falcon Cove Beach doesn't have regulations for STRs, but I've seen other communities up and down the Oregon coast that have similar challenges regarding occupancy limits, water and sewage issues, and zoning uses. These communities have implemented a variety of guidelines and policies that are necessary for maintaining a safe and healthy neighborhood and can be used as a template to establish "good neighbor" regulations for our community.

By implementing a temporary freeze and creating a task force, you will give the community an opportunity to work together to resolve these issues. I'd like to participate in the proposed task force to provide advice and suggestions on how to address these challenges here in Clatsop County.

Thank you for your time and consideration on these important issues.

Respectfully,

Rick Smith

Falcon Cove Beach resident

February 10, 2021

Dear Commissioners Kujala, Thompson, Wev, Bangs and Toyooka.

We are writing to express our support for the Friends of Falcon Cove Beach initiative to update the STR ordinance in Falcon Cove/Cove Beach. We have owned our house over 2.5 years and lived full time for the last 1.5 years. The reason we chose this location was for its natural beauty, safety and peaceful living environment. Since moving here full time, we have seen first hand the huge impact Short Term Rentals have on the community. We are extremely concerned and ask the Commissioners to take swift action to protect the residential character and create a long range vision that ensures we can continue to call this place home. Here are the main topics we want to address:

Safety and Security – The transient nature of STR creates an unsafe environment. We recently watched neighboring STR guests check in after dark and proceed to walk down our driveway, shining flashlights in our windows at 10:30pm. This is the latest in a long history of unpredictable and disrespectful behaviour from our STR “neighbors”. My wife is 6 months pregnant and I have to travel for work occasionally. This makes us feel extremely unsafe. Residents have the right to feel safe in their own home and neighborhood. How can we control the Safety and Security if we have new neighbors every 2 days ALL YEAR LONG? We have reached the limit and our inherent rights to safety and security are being eroded.

Long Range Vision – There are NO LIMITS to the number of STR or the number of rental turnovers in the current ordinance for Cove Beach. As a full time resident raising a family in Falcon Cove I want to know that there is a comprehensive Vision for this community that we have invested our livelihood into. Please help to create a long range vision/plan that can help us to find harmony and balance in our community once again. STR’s have gotten out of hand. We need limits to the number of STR permits and frequency of turn overs AND a plan to address this over the next 10 years at a minimum.

WE REQUEST COMMON SENSE REGULATIONS

-- **Minimum Stay Occupancy** : Having 365 turnovers in a year is not a practical or sustainable model for a residential community. We need to look to our neighboring communities and implement a minimum stay regulation that finds balance between Residential and Rental periods. 1 Rental every 14 days means 2 weeks Residential use, 2 weeks Rental use. This seems fair to us.

-- **STR Permit cap** : Falcon Cove/Cove Beach would not be a residential community if 100% of homes were converted to AirBnb. The 30% we have now is more than enough.

-- **On Site Management** : When issues arise swift and effective Rental Management needs to fall on STR owners and not the residents.

We greatly thank you for taking the time to read this letter and hear our thoughts and concerns. We appreciate that you are being proactive and addressing these issues that are so important to our neighborhood and Clatsop County. We look forward to a comprehensive plan that addresses our current concerns and provides a guiding vision for the years to come.

Regards,
Joe Blecha and Ericka Klein (and Baby Blecha due in May)
31912 Clatsop Lane
Arch Cape OR 97102
joblecha@gmail.com, healthbyericka@gmail.com

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

February 24, 2021

Issue/ Agenda Title: Proclaiming February 20 -27, 2021 as National FFA Week
Category: Proclamation
Presented by: Commissioner Bangs

Issues Before the Commission: Approve the Resolution and Order proclaiming February 20-27, 2021 as National FFA Week and authorizing the Board Chair to sign.

Informational Summary:

Fiscal Impact: NA

Options to Consider:

1. Support the Resolution and Order.
2. Do not support.

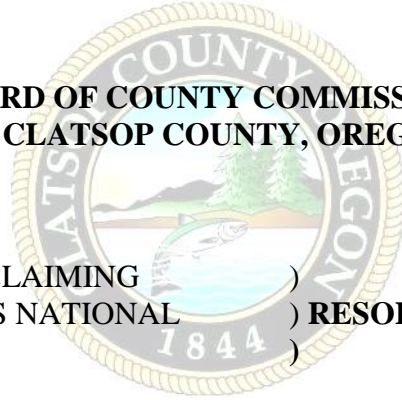
Staff Recommendation: N/A

Recommended Action: *Support the Resolution and Order proclaiming February 20-27, 2021 as National FFA Week.*

Attachment List

- A. Resolution and Order

**THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**



IN THE MATTER OF PROCLAIMING)
FEBRUARY 20 -27, 2021 AS NATIONAL) **RESOLUTION AND ORDER**
FFA WEEK)

Whereas, FFA and agricultural education provide a strong foundation for the youth of America and the future of food, fiber and natural resources systems; and

Whereas, FFA promotes premier leadership, personal growth and career success among its members; and

Whereas, agricultural education and FFA ensure a steady supply of young professionals to meet the growing needs in the science, business and technology of agriculture; and

Whereas, state, regional, county, and local governments are taking actions to address climate change and that these efforts are led by elected officials and community partners; and

Whereas, the FFA motto — “Learning to Do, Doing to Learn, Earning to Live, Living to Serve” — gives direction and purpose to these students who take an active role in succeeding in agricultural education; and

Whereas, FFA promotes citizenship, volunteerism, patriotism and cooperation.

Therefore, We do hereby designate the week of Feb. 20-27, 2021, as National FFA Week.

DATED this 24th day of February, 2021.

**BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**

Mark Kujala, Chair

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**Clatsop County
Board of Commissioners
Minutes
Wednesday, January 13, 2021**

REGULAR MEETING: 6:00 PM

ROLL CALL

PRESENT

Commissioner Mark Kujala
Commissioner John Toyooka
Commissioner Pam Wev
Commissioner Courtney Bangs
Commissioner Lianne Thompson

AGENDA APPROVAL

*Motion made by Commissioner Kujala, Seconded by Commissioner Bangs
Voting Yea: Commissioner Bangs, Commissioner Thompson, Commissioner Kujala,
Commissioner Wev, Commissioner Toyooka*

DESIGNATION OF CHAIR AND VICE-CHAIR

Toyooka nominated Kujala as Chair and Bangs seconded the nomination.

Thompson feels it is appropriate for her to step back and ask Kujala to lead the Board through the pandemic and she supports him being Chair.

Wev said in the past the Board's relationships with each other got in the way of accomplishing good things. She thinks rotating the Board Chair every year is a healthy thing for the Board. She was hoping the rotation would happen on a seniority basis which would put Thompson as the Chair and then continue rotating through. Wev said she admires Thompson's grace in this situation, so she supports the idea of Kujala as the Chair.

Thompson agrees with the idea of rotating the Chair.

Kujala appreciates the fellow commissioners support. It takes teamwork to be effective in governing. He is humbled by the support and is optimistic for 2021.

*Voting Yea: Commissioner Bangs, Commissioner Thompson, Commissioner Kujala,
Commissioner Wev, Commissioner Toyooka*

*Motion made by Commissioner Toyooka, Seconded by Commissioner Bangs to
nominate Commissioner Thompson as Vice - Chair.*

Bangs thanked and is appreciative of Thompson of all her outreach she has done with Bangs and all the work she does with AOC.

1 *Voting Yea: Commissioner Bangs, Commissioner Thompson, Commissioner Wev,*
2 *Commissioner Toyooka, Chair Kujala*

3
4 **PROCLAMATION**

- 5 1. Support the Function of the Department of Geology and Mineral Industries
6 (DOGAMI) as Essential to Resilience Efforts in Clatsop County {Page 53}

7 County Manager Bohn presented the Staff report on the proclamation supporting
8 DOGAMI’s resilience efforts and affirming the importance of DOGAMI’s services
9 to the County.

10 Wev noted that during the Comprehensive Plan process, the County learned it
11 had been underserved scientific knowledge of the landscape. She couldn’t
12 imagine not having DOGAMI as a partner.

13 Thompson added that the seismic expertise at DOGAMI was most at risk. The
14 costal caucus representative has recommended the County send a letter to the
15 the Governor’s office.

16 Emergency Management Director Brown said she believed the proclamation had
17 been well-written, but more would need to be considered during the legislative
18 session. The functionally that DOGAMI is losing needs to be tied to the specific
19 resources they have provided to the County, including the technical seismic
20 position and mapping capabilities.

21 *Motion made by Commissioner Thompson, seconded by Commissioner Wev, to*
22 *approve the Resolution and Order to support the function of DOGAMI as*
23 *essential to resilience efforts in Clatsop County.*

24 *Voting Yea: Commissioner Bangs, Commissioner Thompson, Commissioner*
25 *Wev, Commissioner Toyooka, Chair Kujala*

26 Kujala read the proclamation.
27

- 28 2. Cascadia Earthquake Awareness Day Proclamation {Page 55}

29 Brown presented the Staff report on Cascadia Earthquake Awareness Day.

30 *Motion made by Commissioner Wev, seconded by Commissioner Thompson, to*
31 *read the Cascadia Earthquake Awareness Day Proclamation.*

32 *Voting Yea: Commissioner Bangs, Commissioner Thompson, Commissioner*
33 *Wev, Commissioner Toyooka, Chair Kujala*

34 Kujala read the proclamation.
35

36 **BUSINESS FROM THE PUBLIC**

37 Kujala invited Peter Huhtala to submit written comments, as technical difficulties
38 prevented him from speaking.
39
40

1 **CONSENT CALENDAR**

2 *Motion made by Commissioner Thompson, seconded by Commissioner Toyooka to*
3 *adopt the Consent Calendar as presented.*

4 *Voting Yea: Commissioner Bangs, Commissioner Thompson, Commissioner Wev,*
5 *Commissioner Toyooka, Chair Kujala*
6

- 7 3. Board of Commissioners Meeting Minutes 12-9-20 {Page 57}
- 8 4. Columbia Pacific Coordinated Care Organization Letter of Agreement for Harm
9 Reduction Vehicle Funding {Page 66}
- 10 5. Intergovernmental Agreement # 159160 Amendment # 11 between Oregon
11 Health Authority (OHA) and Clatsop County. {Page 73}
- 12 6. Intergovernmental Agreement # 159804 Amendment # 17 between Oregon
13 Health Authority (OHA) and Clatsop County Department of Public Health {Page
14 81}
- 15 7. Consider an offer on County owned property {Page 95}
- 16 8. RV Northwest Rental Agreement for COVID19 Quarantine {Page 105}
- 17 9. District Attorney Security Upgrade Contract {Page 113}
- 18 10. Consider offers on County owned properties {Page 195}

19

20 **COMMISSIONER'S LIAISON REPORTS**

21 Wev reported that the Northwest Oregon Housing Authority (NOHA) was happy with
22 their consultant and the Department of Housing and Urban Development (HUD) was
23 helping NOHA to improve their systems. She hoped that next month, NOHA would
24 make a presentation to the Board about their plans. The Northwest Oregon Workforce
25 Development Group met that afternoon to discuss the legislature’s efforts to drastically
26 reorganize the regional disbursement of federal workforce funding. She was suspicious
27 and would report back to the Board after looking at the legislation that was filed.

28 Bangs reported that she would be attending a few meetings on childcare.

29 Thompson reported that she had been listening to her neighbors speak about short term
30 rentals. She wanted to maintain positive relationships among neighbors on both sides of
31 the issue. Therefore, there would be more interaction with the Board on short term
32 rental issues. She noted that she was the vice chair of Col-Pac and the Northwest Area
33 Commission on Transportation (NWACTION), and chair of the Northwest Oregon Economic
34 Alliance (NOEA). She would also be participating in the National Association of
35 Counties (NACo) High Performance Leadership Academy because she hoped to
36 increase the functionality of the Board. She encouraged the other Commissioners to
37 participate as well. She was grateful to the Commissioners and Staff for the way they
38 have responded to the effects of the pandemic. The Association of Oregon Counties
39 hosts several policy committee meetings, which are essential for the County because
40 the committees discuss proposed laws and the revenue implications of those laws. She

1 encouraged Commissioners to attend those meetings and advocate for the County's
2 needs.

3 Toyooka thanked Staff for their months of preparation and briefings that helped bring
4 the new Commissioners up to speed. He had learned about the infrastructure of the
5 local government and the current issues. He looked forward to a committee assignment,

6 Kujala reported that the Commission's immediate goals for this year was to continue
7 working on containing the spread of COVID-19, distributing the vaccine equitably and
8 efficiently, and focusing on economic recovery for businesses. The budget priorities
9 were discussed in a prior work session and the Commission would continue to deliver
10 necessary services effectively in partnership with the public and private sectors. He
11 thanked the Commissioners for allowing him to lead in 2021.

12

13 **COUNTY MANAGER'S REPORT**

14 Bohn reported that on February 2nd, Staff would present information to the Board on the
15 new jail construction project. The design and price is consistent with the County's
16 resources and the needs of the Sherriff's Office. Construction could start in the spring.
17 Also on February 2nd, the City of Seaside will request a transfer of property as part of
18 the Seaside School District relocation. He reported that a work session had been
19 scheduled for February 24th to discuss short term rentals. He invited Commissioners to
20 call him anytime to let him know how he could serve them best.

21

22 **BUSINESS AGENDA**

23 11. Appointments to Recreational Lands Planning and Advisory Committee {Page
24 239}

25 Natural Resources Manager Meshke, Natural Resources Manager gave the Staff
26 report on the appointments to the Recreational Lands Planning and Advisory
27 Committee.

28 *Motion made by Commissioner Wev, seconded by Commissioner Thompson to*
29 *appoint Brad Catton with a term expiring February 1, 2023, and reappoint*
30 *Thomas Sayre, Lynne Lelean, and Steve Ferguson with a term expiring February*
31 *1, 2024 to the Recreational Lands Planning and Advisory Committee.*

32 *Voting Yea: Commissioner Toyooka, Commissioner Thompson, Commissioner*
33 *Wev, Commissioner Bangs, Chair Kujala*

34

35 12. Appointment to the Arts Council of Clatsop County {Page 248}

36 Bohn gave the Staff report on the appointments to the Arts Council.

37 Wev asked if the by-laws required the councilmembers to have certain
38 qualifications.

1 Theresa Dursse stated the by-laws indicated a preference for council members
2 from all five districts in the county. There were no requirements and nine
3 members provided good representation of the five districts.

4 *Motion made by Commissioner Bangs, seconded by Commissioner Thompson to*
5 *appoint Jessie Fan, Danyelle Tinker, Marilyn Taylor, and Jennifer Crockett to the*
6 *Arts Council of Clatsop County with terms expiring on December 31, 2023.*

7 *Voting Yea: Commissioner Toyooka, Commissioner Thompson, Commissioner*
8 *Wev, Commissioner Bangs, Chair Kujala*

9 13. Appointment to Northwest Oregon Area Commission on Transportation
10 (NWACT) {Page 260}

11 Bohn presented the Staff report on the appointments to NWACT. He confirmed
12 for Wev that Bill Carpenter was the County's other representative on this
13 commission and Staff would confirm whether that appointment was current.

14 Wev requested a full list of each committee's membership when considering
15 appointments.

16 *Motion made by Commissioner Thompson, seconded by Commissioner Bangs to*
17 *appoint Kathy Kleczek to the Norwest Area Commission on Transportation with a*
18 *term expiring on December 31, 2022.*

19 *Voting Yea: Commissioner Toyooka, Commissioner Thompson, Commissioner*
20 *Wev, Commissioner Bangs, Chair Kujala*

21

22 **GOOD OF THE ORDER**

23 There was none.

24

25 **ADJOURNMENT**

26 6:53 P.M.

27

28 Approved by,

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Mark Kujala, Chair

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**Clatsop County
Board of Commissioners
Minutes
Wednesday, January 27, 2021**

REGULAR MEETING: 6:00 PM

ROLL CALL

PRESENT

Commissioner Mark Kujala
Commissioner John Toyooka
Commissioner Pam Wev
Commissioner Courtney Bangs
Commissioner Lianne Thompson

AGENDA APPROVAL

Motion made by Commissioner Thompson, Seconded by Commissioner Wev to approve the agenda.

Voting Yea: Commissioner Bangs, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Commissioner Toyooka

BUSINESS FROM THE PUBLIC

Public comments submitted in writing had been presented to the Commissioners and would be entered into the public record.

CONSENT CALENDAR

Motion made by Commissioner Thompson, seconded by Commissioner Toyooka to adopt the Consent Calendar as presented.

Voting Yea: Commissioner Bangs, Commissioner Thompson, Commissioner Wev, Commissioner Toyooka, Chair Kujala

4. Adoption of FY2021-2022 Budget Policies {Page 12}
5. Order Appointing Budget Officer {Page 30}
6. IGA with Columbia County for Harm Reduction support services {Page 33}
7. Sunset Lake Bridge Repair Project 2020 {Page 38}
8. Approve the 2020-21 Budget and Appropriation Adjustments {Page 54}

COMMISSIONER'S LIAISON REPORTS

1 Thompson reported that Public Works was filling pot holes, but residents were unaware
2 that service was provided by the County. She participated in a “drive around” with
3 Cannon Beach Fire Board Member Bob Cerelli, during which they saw a driver collide
4 with a County dump truck. The County’s truck was damaged and the Staff member
5 injured. There were divided opinions about whether the Sharp Creek Bridge needed
6 replaced. The Planning Department had been meeting to discuss neighborhood
7 complaints about short term rentals.

8 Bangs reported that she met with Public Works to discuss the Westport project. She
9 was hopeful about the future of Westport. She attended three meetings to discuss
10 childcare and pre-school. It was nice to know so many individuals, including Dan
11 Gaffney, were engaged in childcare and pre-school. She received positive comments
12 about Public Works applying rock to the rural roads.

13 Toyooka reported that he spoke with Sheriff Phillips about the Public Safety
14 Coordinating Council’s current challenges. He looked forward to working with Clatsop
15 Economic Development Resources (CEDR), serving on the Board of Property Tax
16 Appeals, and the Human Services Advisory Council.

17 Wev reported that the Northwest Oregon Housing Authority (NOHA) had started
18 developing three major facilities. More information would be provided to the
19 Commissioners in a couple of months. All of Clatsop Housing Authority’s properties,
20 including Owens-Adair, had been transferred to NOHA and the housing authority would
21 be formally dissolved. She reported that as unemployment increases, the County
22 receives more workforce funding. Additionally, regional money would be available for
23 Staff to hire seasonal employees. Non-profits would be eligible for the money as well.
24 The Workforce Board served Columbia, Clatsop, Tillamook, Benton, and Lincoln
25 counties. The board supplies the staff for the work systems program and the only facility
26 is in Astoria. The staff has been working remotely and on site by appointment. She
27 would speak to Kevin Leahy about servicing the unemployed more vigorously because
28 the county has the highest unemployment in the region.

29 Kujala reported that vaccines had been a big priority.

30 Thompson noted that the Commissioners would be receiving the slides shown at the
31 last CEDR meeting because the slides contained useful information.

32

33 **COUNTY MANAGER'S REPORT**

34 Bohn reported that there was a vacancy on the Planning Commission and the deadline
35 for submitting an application was March 1, 2021. There would be a work session on
36 Friday at 11:00 am to discuss the resiliency plan and a quarterly financial update. Staff
37 would be looking at the population distributions, as required by the County’s charter.
38 The Census data and maps must be submitted to the Commissioners within certain
39 timeframes so that districts could be modified as needed.

40

41 **BUSINESS AGENDA**

42 9. Clatsop Plains Elk Collaborative – Declaration of Cooperation {Page 57}

1 Community Development Director, Gail Henrikson, presented the Staff report on
2 the Declaration of Cooperation with the Clatsop Plains Elk Collaborative.

3 Thompson asked if a broader reach was anticipated for this work in the future.

4 Manuel Padilla, Oregon Solutions, explained that this project would be available
5 as a template for dealing with issues in areas outside of the Clatsop Plains.
6 Additionally, team members would be available for brainstorming and for formal
7 collaborations. Oregon Solutions was ready to assist with any coordinated efforts
8 as well.

9 Wev said she was impressed with the results of this project, which was an
10 example of good government at its best. She had asked the County Manager if
11 the County had the money and how much it would cost. Groups have said they
12 would try to seek some funding.

13 Toyooka asked if a fee could be charged for damage tags to help pay for
14 programs and habitats. He believed people would pay a significant fee for
15 damage tags.

16 Paul Atwood, Oregon Department of Fish and Wildlife (ODFW), responded that
17 the Elk Management Subcommittee considered all of the traditional wildlife
18 management tools available to the ODFW, which included opportunities to use
19 public hunters to solve population issues in the project area. All of those tools
20 had been and were currently being used where possible. Many of those tools are
21 not a good fit for or are illegal in incorporated areas, State parks, and other
22 areas. Elk damage tags are regulated by State statute, but ODFW uses the
23 damage tag program as much as they can.

24 Bangs said she was happy about all of the work that went into the declaration
25 because it will benefit the public and the herds. She supported the culling
26 methods because unmitigated herd growth was dangerous to the herd's health.

27
28 *Motion made by Commissioner Toyooka, seconded by Commissioner Bangs to approve*
29 *the Clatsop Plains Elk Collaborative Declaration of Cooperation.*

30 *Voting Yea: Commissioner Toyooka, Commissioner Thompson, Commissioner Wev,*
31 *Commissioner Bangs, Chair Kujala*

32
33 10.4-H & Extension: Koppisch Rd. Lease Agreement {Page 78}

34 Assistant County Manager Monica Steele presented the Staff report on the lease
35 agreement between the 4-H & Extension Service District and the 4-H Leaders
36 Association. She noted that the 4-H Leaders Association had changed their
37 name in 2015 to the 4-H Association, so the motion should not include the word
38 "leaders."

39 Wev was concerned about some of the terminology in the agreement.
40 Additionally, she was not clear about the legal conveyance of the property.

1 Steele explained that in 1987, the County did a quit claim deed to the 4-H &
2 Extension Service District with a deed restriction requiring the property be used
3 for specific purposes. This Board oversees the 4-H & Extension Service District
4 and so must approve the lease agreement.

5 Wev stated she was also concerned about access and egress of the property.
6 She had never driven to the property, but was concerned about parking as well.
7 Events would involve teenage driver and horse trailers. Usually, site plans
8 included marked parking areas and she believed there would be traffic issues.

9 Steele noted that this property has been used in this manner in the past, but over
10 the years, participation in the horse clubs had dwindled so the area went into
11 disrepair. She did not know what prompted the change in 2020.

12 Wev asked what the permitting process was and why a land use review had
13 been requested.

14 Henrikson clarified that no land use review was required. The use of the property
15 was considered a farm use, which would only require an over the counter
16 development permit in that zone. For the work done to date, the only permit
17 required would have been a grading and fill permit.

18 Wev added that the transportation issues were the first thing to jump out at her. It
19 would be a liability to the County.

20 Bangs said she drives by the property frequently and it was fun to see activity on
21 the site. She loved that the County was providing more equity to children in the
22 unincorporated areas. Those children were unable to get to town with their horse
23 and trailers, but they could ride their horse to that property because it is in
24 Knappa. The turnout was sufficient for a truck and trailer.

25 *Motion made by Commissioner Bangs, seconded by Commissioner Thompson to*
26 *approve the lease agreement between the 4-H & Extension Service District and the 4-H*
27 *Association as presented and authorize the County Manager to sign.*

28 *Voting Yea: Commissioner Toyooka, Commissioner Thompson, Commissioner Wev,*
29 *Commissioner Bangs, Chair Kujala*

30 11. Adopt the Clatsop County Strategic Plan for FY2021-22 {Page 92}

31 County Manager Bohn presented the Staff report on the Strategic Plan for the
32 next fiscal year.

33 Terry Moore, Portland State University Center for Public Services, thanked Staff
34 for their work and said they had a lot to be proud of. He explained that the plan
35 was a decision-making document with action items that were developed using a
36 top down approach. Governance was listed as the first action item because it
37 was the foundation for all other actions. The Plan did not include detailed work
38 plans for each action, so the Commission would need to work with Staff to
39 develop those work plans. Additionally, the Commission would need to prioritize
40 the actions and make sure they were integrated. This Plan would require
41 attention and monitoring, but after a couple of years, this Plan would become part
42 of the culture.

1 Kujala thanked Mr. Moore and former Commissioners Sullivan and Nebeker for
2 their participation. The Commission was now charged with using the plan going
3 forward.

4 Thompson noted that previous Commissioner Huttula spoke at the last
5 Commission meeting and he put the first strategic plan in place a decade ago.
6 She was glad this had become an annual practice with ongoing monitoring and
7 implementation.

8 Toyooka stated the Strategic Plan was one of the major documents he reviewed
9 as he was integrated into the Commission. He had attended and participated in
10 some of the planning sessions and work sessions.

11 *Motion made by Commissioner Thompson, seconded by Commissioner Toyooka to*
12 *adopt the FY 2021-22 Strategic Plan.*

13 *Voting Yea: Commissioner Toyooka, Commissioner Thompson, Commissioner Wev,*
14 *Commissioner Bangs, Chair Kujala*

15 12. Public Works Facility Needs Assessment Contract {Page 124}

16 Assistant County Manager Steele presented the Staff report on the Public Works
17 facility needs assessment Contract.

18 Bohn said his goal was to have a process that the Commission and the public
19 had confidence in. Public Works Staff had done great work over the years
20 framing this issue, but the County must now bring in expertise to work with the
21 Board through this process.

22 *Motion made by Commissioner Wev, seconded by Commissioner Thompson to approve*
23 *the contract with Mackenzie in the amount of \$67,400 to complete the Public Works*
24 *Facility Needs Assessment and authorize the County Manager to sign with any*
25 *amendments.*

26 *Voting Yea: Commissioner Toyooka, Commissioner Thompson, Commissioner Wev,*
27 *Commissioner Bangs, Chair Kujala*

28
29 **GOOD OF THE ORDER**

30 None.

31
32 **ADJOURNMENT**

33 7:14 pm.

34
35 Approved by,

36
37
38 _____
39 Mark Kujala, Chairperson

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

February 24, 2021

Issue/ Agenda Title: Intergovernmental Agreement # 159804 Amendment # 18 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health

Category: Consent Calendar

Prepared By: Robyn Doré, Fiscal Coordinator, Public Health Dept

Presented By: Michael McNickle, Director, Public Health Dept

Issues Before the Commission: Request of Authorization for County Manager to approve Amendment # 18 under Intergovernmental Agreement # 159804 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health for a total of \$ 325,837.64

Informational Summary:

Amendment # 18 is a combination of additional funds for COVID-19 response work and newly granted funds directed at Community Chronic Disease Prevention.

1. PE01-05 received COVID case investigation fee-for-service reimbursement for wrap around services provided.
2. PE01-07 has provided funding driven by the CDC Epidemiology and Laboratory Capacity (ELC) grant that OHA received in which they are redirecting to the Local Public Health Authorities.
3. PE01-08 has provided short term funding solution that will enable us to continue to provide isolation and quarantine wrap around supports until future funding is secured.
4. PE04-02 Captured under Tobacco Prevention is a newly awarded grant titled Community Chronic Disease Prevention. Clatsop County Public Health was one of seven counties awarded a \$30,000 six month Sustainable Relationships for Community Health (SRCH) grant from the Oregon Health Authority Health Promotion and Chronic Disease Prevention Division. This grant will allow the Public Health sponsored Community Health Advocacy Resource Team (CHART) to work

advance its health equity focus into practical application by conducting a community assessment to determine data gaps and challenges to gathering that data in a specific area. Work will be completed by June 30, 2021.

Fiscal Impact:

- Total for Amendment 18 is \$ 325,837.64
 - \$ 517.64 is COVID-19 “fee for service” wrap around service reimbursement under PE01-05
 - \$ 275,320.00 is an award driven by the ELC grant for continued support of COVID-19 Testing, Contact Tracing and Vaccination Outreach under PE01-07
 - \$ 20,000.00 is an award provided as a short term solution to continue support for COVID-19 isolation and quarantine wrap around services under PE01-08.
 - \$ 30,000.00 is awarded for Community Chronic Disease Prevention and will be managed by our Tobacco Prevention Team under PE04-02.

Options to Consider:

1. Approve the IGA Contract # 159804 Amendment # 18 for a total of \$ 325,837.64
2. Do not approve the Intergovernmental Agreement Amendment # 18

Staff Recommendation: Option # 1

Recommended Action: *Approve the OHA/Clatsop County Department of Public Health Intergovernmental Agreement No. 159804 Amendment No. 18 totaling \$ 325,837.64, authorizing the County Manager to sign the agreement as set forth.*

Attachment List

- A. Copy of Intergovernmental Agreement 159804-18
- B. Resolution and Order
- C. Schedule A

Agreement #159804



**EIGHTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Eighteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clatsop County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clatsop County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. This Amendment is effective on the date noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Exhibit B Program Element #01 "State Support for Public Health" is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
3. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
4. Exhibit J of the Amended and Restated Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

- 7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 8. The parties expressly ratify the Agreement as herein amended.
- 9. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

10. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
Name: /for/ Carole L. Yann
Title: Director of Fiscal and Business Operations
Date: _____

CLATSOP COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: Don Bohn
Title: County Manager
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

**Attachment A
Program Element Description(s)**

Program Element #01: State Support for Public Health (SSPH)

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Disparities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X		X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*				X		X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

(1) Percent of gonorrhea Cases that had at least one contact that received treatment; and

(2) Percent of gonorrhea Case reports with complete “priority” fields.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases and ARIAS for COVID-19 contacts) as prescribed in OHA CD Investigative Guidelines available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **COVID-19 Specific Work**

In cooperation with OHA, the LPHA must collaborate with local and regional partners to assure adequate culturally and linguistically responsive COVID-19 testing is available to the extent resources are available. As outlined below, LPHAs must conduct culturally and linguistically appropriate Case investigation and contact tracing as outlined in the Investigative Guidelines and any applicable supplemental surge guidance to limit the spread of COVID-19. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation and

quarantine have basic resources to support a successful isolation/quarantine period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. Enter into and maintain a Memorandum of Understanding (MOU) or similar agreement with those CBOs that have entered into a grant agreement with OHA for contact tracing and monitoring and/or social service and wraparound supports that clearly describes the role of the CBO and LPHA to ensure culturally and linguistically responsive services. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive Cases to LPHA, clearly define referral and wraparound service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative. LPHA must communicate with the CBO about any changes that will affect coordination for wraparound services, including when the LPHA is shifting to and from use any OHA-issued surge guidance.
- (b)** Work with local CBOs including culturally-specific organizations to maintain equity at the center of the LPHA's COVID-19 response.
- (c)** Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for Case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's Case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h)** Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.

- (i) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct Case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

- (a) Work with OHA regional testing coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.

(3) Case Investigation and Contact Tracing

LPHA must:

- (a) Conduct all Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b) Enter all Case investigation and contact tracing data in Opera (for COVID-19 Cases) and ARIAS (for COVID-19 contacts), as directed by OHA.
- (c) Ensure all LPHA staff designated to utilize Opera and ARIAS are trained in these systems. Include in the data whether new positive Cases are tied to a known existing positive Case or to community spread.
- (d) Conduct contact tracing in accordance with Investigative Guidelines and any applicable OHA-issued surge guidance.
- (e) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (f) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (g) Attempt to follow up with at least 95% of Cases within 24 hours of notification.

(4) Isolation and quarantine

LPHA must:

- (a) Maintain access to an isolation and quarantine location that is ready to be used.
- (b) Facilitate efforts, including by partnering with OHA-funded CBOs to link individuals needing isolation and quarantine supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

(5) Social services and wraparound supports.

LPHA must ensure social services referral and tracking processes are developed and maintained. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

(6) Tribal Nation support.

LPHA must ensure alignment of contact tracing and supports for patients and families by coordinating with Federally-recognized tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

(7) Support infection prevention and control for high-risk populations.

LPHA must:

- (a) Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.
- (b) Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.
- (c) High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to Outbreaks.
- (d) Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.

(8) COVID-19 Vaccine Planning and Distribution.

LPHA must:

- (a)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccine in their communities.
- (b)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to identify, assess and address gaps in the vaccine delivery system in accordance with federal, OHA and Oregon Vaccine Advisory Committee guidance.
- (c)** Prioritize vaccine distribution and administration in accordance with federal, OHA and Oregon COVID-19 Vaccine Advisory Committee guidance.
- (d)** If applicable, LPHA must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.

- (9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

5. General Revenue and Expense Reporting. LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

- a. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

- b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

6. Reporting Requirements. Not applicable.

7. Performance Measures. LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

- a. Percent of gonorrhea Cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea Case reports with complete “priority” fields.

**Attachment B
Financial Assistance Award (FY21)**

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609	2) Issue Date Friday, January 1, 2021	This Action Amendment		
	3) Award Period From July 1, 2020 through June 30, 2021			
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$47,343.00	\$0.00	\$47,343.00
PE01-04	COVID19 Response	\$0.00	\$0.00	\$0.00
PE01-05	COVID-19 Local Active Monitoring	\$293,486.30	\$517.64	\$294,003.94
PE01-06	COVID-19 Regional Active Monitoring	\$94,657.00	\$0.00	\$94,657.00
PE01-07	ELC ED Contact Tracing	\$0.00	\$275,320.00	\$275,320.00
PE01-08	COVID Wrap Direct Client Services	\$0.00	\$20,000.00	\$20,000.00
PE04-02	Community Chronic Disease Prevention	\$0.00	\$30,000.00	\$30,000.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$77,341.00	\$0.00	\$77,341.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$157,683.00	\$0.00	\$157,683.00
PE27-04	PDOP Naloxone Project (SOR)	\$203,469.00	\$0.00	\$203,469.00
PE27-05	PDOP Bridge (PDO/SOR)	\$61,734.39	\$0.00	\$61,734.39
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$61,250.00	\$0.00	\$61,250.00
PE40-01	WIC NSA: July - September	\$40,350.00	\$0.00	\$40,350.00
PE40-02	WIC NSA: October - June	\$126,049.00	\$0.00	\$126,049.00
PE40-05	Farmer's Market	\$1,367.00	\$0.00	\$1,367.00

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609		2) Issue Date Friday, January 1, 2021		This Action Amendment
				FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,053.00	\$0.00	\$2,053.00
PE42-04	MCAH Babies First! General Funds	\$6,560.00	\$0.00	\$6,560.00
PE42-06	MCAH General Funds & Title XIX	\$3,851.00	(\$0.00)	\$3,851.00
PE42-11	MCAH Title V	\$20,803.00	\$0.00	\$20,803.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$13,483.00	\$0.00	\$13,483.00
PE43-06	CARES Flu	\$26,919.00	\$0.00	\$26,919.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE46-05	RH Community Participation & Assurance of Access	\$15,935.00	\$0.00	\$15,935.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$20,977.35	\$0.00	\$20,977.35
PE51-01	LPHA Leadership, Governance and Program Implementation	\$78,083.59	\$0.00	\$78,083.59
PE51-02	Regional Partnership Implementation	\$255,706.70	\$0.00	\$255,706.70
PE62	Overdose Prevention-Counties	\$80,000.00	\$0.00	\$80,000.00
PE63	MCAH LPHA Community Lead Organizations	\$100,000.00	\$0.00	\$100,000.00
		\$1,849,101.33	\$325,837.64	\$2,174,938.97

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division			
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609		2) Issue Date Friday, January 1, 2021	
		This Action Amendment	
		FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021	
4) OHA Public Health Funds Approved			
Number	Program	Previous Award Balance	Increase / Decrease
			Current Award Balance
5) Footnotes:			
PE01-01	1/1/2021: Please note PE language has been updated effective 12/31/2020.		
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.		
PE01-05	9/2020: SFY21 Funds can be spent from 7/1/20-12/30/2020 only. CARES Act funding. Indirect expenses are not allowed.		
PE01-06	9/2020: Rollover unspent funds from FY20 to FY21. Must be spent between 7/1/2020-12/30/2020. Indirect expenses are not allowed.		
PE01-08	Funds are for 1/1/2021-6/30/2021.		
PE12	11/2020: Increase award due to OHA's carryover funds from CDC, funds awarded to SFY21 must be spent by June 30, 2021		
PE27-04	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.		
PE27-05	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.		
PE40-01	Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02).		
PE40-02	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report.		
PE40-02	11/2020: Award adjustment for telehealth work, see updated PE40-02 comment for new Nutrition Ed and Breastfeeding Ed amounts		
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609		2) Issue Date Friday, January 1, 2021		This Action Amendment
				FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.			
PE62	8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.			
6) Comments:				
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.			
PE01-04				
PE01-05	9/2020a: SFY21 Rollover of unspent funds \$181,127 from FY20 to FY21. Must be spent by 12/30/20. 9/2020b. Case Investigation FFS 3/27-7/31/20 \$88,965.24 and Isolation FFS \$1,970.82;			
PE01-06	9/2020: SFY21 Rollover of unspent funds from FY20 to FY21. Funds must be spent by 12/30/20.			
PE01-07	1/2020: ELC Funding is for Dec 31, 2020 through June 30, 2021.			
PE01-08	1/2021: add award for wrap client direct services			
PE04	1/2021 - Eliminate award and move to PE04-02 1/2021: Award for 30,000 is for period 1/1/21-6/30/21, 100% State funded			
PE04-02	1/2021: Award for 30,000 is for period 1/1/21-6/30/21, 100% State funded			
PE12	08/2020: Amending to revise PE12 language			
PE13-01				
PE27-04	Initial SFY21: \$65,000 available 7/1/2020 - 9/29/2020. 10/2020: Additional funds of \$138,469 from SOR2, available 10/1/20-6/30/21.			
PE27-05	Initial SFY21: \$30,000 in FY21 available 7/1/2020 - 9/29/2020. 10/2020: Initial award of \$30,000 and SFY20 carryover of \$31,734.39, available 7/1/20-6/30/21. All prior comments are null and void.			

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609		2) Issue Date Friday, January 1, 2021		This Action Amendment
				FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE36				
PE40-01	Initial SFY21: Spend \$8,070 on Nutrition Ed; \$1,563 on BF Promotion			
PE40-02	Initial SFY21: Spend \$24,210 on Nutrition Ed; \$4,688 on Breastfeeding Ed 11/2020: Spend \$25,210 on Nutrition Ed; \$4,688 on Breastfeeding Ed; Previous comment void and replaced by this one			
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020			
PE42-03				
PE42-04				
PE42-06				
PE42-11				
PE43-01				
PE43-06				
PE44-01				
PE46-05				
PE50	10/2020: Rollover of \$7,541.35 in unspent funds from SFY20 to SFY21. Must be spent by 6/30/21.			
PE51-01	9/2020: SFY21 Rollover unspent funds from FY20 to FY21			
PE51-02	9/2020: Rollover unspent funds from FY20 to FY21			
PE62	8/2020: \$80,000 in FY21 is from SOR YR1 Carryover, Funding Available 10/1/20-6/30/21			
PE63	10/2020: Award is for the period of 10/01/2020 to 6/30/2021 only.			

7) Capital outlay Requested in this action:

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

Program	Item Description	Cost	PROG APPROV	

Attachment C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE01-01 State Support for Public Health

Federal Award Identification Number:	State Funds	State Funds
Federal Award Date:		
Performance Period:		
Awarding Agency:		
CDFA Number:		
CFDFA Name:		
Total Federal Award:		
Project Description:		
Awarding Official:		
Indirect Cost Rate:		
Research and Development (T/F):	FALSE	FALSE
PCA:	50119	TBD
Index:	50107	TBD

Agency	DUNS No.	Amount	Amount	Grand Total:
Clatsop	118455844	\$47,343.00	\$0.00	\$47,343.00

PE01-07 ELC ED Contact Tracing

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	5/18/2020
Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CDFA Number:	93.323
CFDFA Name:	Epidemiology and Laboratory
Total Federal Award:	98,897,708
Project Description:	Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Janice Downing
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	53868
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Clatsop	118455844	\$275,320.00	\$275,320.00

PE01-08 COVID Wrap Direct Client Services

Federal Award Identification Number:	NU50CD000541
Federal Award Date:	5/18/2020
Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CDFA Number:	93.323
CFDFA Name:	Epidemiology and
Total Federal Award:	98,897,708
Project Description:	Epidemiology and
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	17.86%
Research and Development (T/F):	FALSE
PCA:	53868
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Clatsop	118455844	\$20,000.00	\$20,000.00

PE04-02 Community Chronic Disease Prevention

Federal Award Identification Number:	State Funds	5-NU38OT000286-03	NU58DP006542	NU58DP006542
Federal Award Date:		8/24/2020	9/1/2020	09/01/2020
Performance Period:		8/1/20-7/31/21	09/30/2018-06/29/2023	09/30/2018-06/29/2023
Awarding Agency:		NACDD	CDC	CDC
CDFA Number:		93.421	93.426	93.426
CFDFA Name:		Building Capacity for Public and Private Payer Coverage of the National DDP Lifestyle Change Program	Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke	Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke
Total Federal Award:		190,000	2,071,748	2,071,748
Project Description:		Building Capacity for Public and Private Payer Coverage of the National DDP Lifestyle Change Program	Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke	Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke
Awarding Official:		Kelly McCracken	Paris Brookins	Paris Brookins
Indirect Cost Rate:		17.64%	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE
PCA:	52269	52170	52020	52021
Index:	50341	50341	50341	50341

Agency	DUNS No.	Amount	Amount	Amount	Amount	Grand Total:
Clatsop	118455844	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00

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 grant)
revenue from the Oregon Health Authority)
for Contract 159804 Amendment # 18)

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 Department.

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 24th day of February 2021.

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>
PH Emergency Preparedness (PE01-05)	007/4170/81-5219	\$ 517.00	
• COVID-19 Local Active Monitoring	007/4170/82-2489	\$ 517.00	
PH Emergency Preparedness (PE01-07)	007/4170/81-5221	\$ 275,320.00	
• ELC ED Contact Tracing	007/4170/82-2489	\$ 275,320.00	
PH Emergency Preparedness (PE01-08)	007/4170/81-5222	\$ 20,000.00	
• COVID Wrap Direct Client Services	007/4170/82-2489	\$ 20,000.00	
Tobacco Prevention (PE04-02 Community Chronic Disease Prevention)	007/4112/81-4035	\$ 30,000.00	
-program supplies	007/4112/82-2140	\$ 2,000.00	
-contractual services	007/4112/82-2471	\$ 17,520.00	
-office supplies/web platform	007/4112/82-2410	\$ 1,200.00	
-personnel/Health Promotion Specialist	007/4112/82-1873	\$ 9,280.00	

Comment: OHA IGA 159804 Amendment 18 is a total of \$ 325,837.64 and is fully outlined in the Agenda Item Summary. We are requesting the above referenced as budget appropriation adjustments for FY20/21. Thank You.

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

Prepared By: Robyn Doré, Public Health Fiscal Coordinator

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

February 24, 2021

Issue/ Agenda Title: Memorandum of Understanding between Clatsop County and the Cities of Astoria, Seaside and Warrenton for Cooperation in the Provision of Library Services.

Category: Consent Calendar

Prepared By: Monica Steele, Assistant County Manager

Presented By: Monica Steele, Assistant County Manager

Issues Before the Commission: Approval of the Memorandum of Understanding between Clatsop County and the Cities of Astoria, Seaside and Warrenton for Cooperation in the Provision of Library Services.

Informational Summary: Libraries Reading Outreach in Clatsop County (Libraries R.O.C.C.) is a library services outreach program that partners between the communities, three city libraries, corporate sponsors, and five school districts. Together, through collaboration and community support, they are able to bridge the gaps between funded and unfunded youth services in rural areas.

The goal of Libraries R.O.C.C. is to place a library card in the hands of every child who wants one, to provide courier services between the schools and libraries for library materials, and to support the annual countywide summer reading program.

Clatsop County entered into an agreement back in 2017 with the R.O.C.C. program and agreed to fund it at a level of \$5,000 per fiscal year, in the current FY that amount was increased to \$15,000.

The Libraries R.O.C.C. program is requesting the Board sign a new Memorandum of Understanding for cooperation in the provision of library services within Clatsop County.

Fiscal Impact: There is no financial commitment made in the MOU but the County has historically made a financial contribution to support this program and will be proposing an amount of \$20,000 in the FY 2021 – 2022 budget.

Options to Consider:

1. Authorize the County Manager to sign the MOU.

2. Not authorize the County Manager to sign the MOU.

Staff Recommendation: Authorize the County Manager to sign the MOU between Clatsop County and the Cities of Astoria, Seaside and Warrenton for Cooperation in the Provision of Library Services.

Recommended Action: “I move that the Board authorize the County Manager to sign the MOU between Clatsop County and the Cities of Astoria, Seaside and Warrenton for Cooperation in the Provision of Library Services.”

Attachment List

A. MOU Library Services 2021

B. Libraries R.O.C.C.!

MEMORANDUM OF UNDERSTANDING BETWEEN CLATSOP COUNTY AND THE CITIES OF
ASTORIA, SEASIDE, AND WARRENTON
FOR COOPERATION IN THE PROVISION OF LIBRARY SERVICES

This Memorandum of Understanding (Agreement) is between the Cities of Astoria, Seaside, and Warrenton, municipal corporations of the state of Oregon, and Clatsop County. Each city has a library and by this Agreement will cooperate in the provision of library services within Clatsop County. This Agreement is effective for five years from this date on January 10 2021.

Findings

- A. The cities and County each have the legal authority to enter into this Agreement.
- B. The cities and County have legal authority under ORS Ch. 190, to enter agreements for intergovernmental cooperation for the performance of any function that one party to the agreement has the authority to perform.
- C. The cities each have Library Directors who are authorized to implement and administer this Agreement.
- D. The cities and County each deem it in the best interests of each governmental entity to cooperate in the provision of library services according to the following terms and conditions:

Agreement

- 1. Patrons of any of the three libraries will have the right to borrow materials from all three libraries' circulation collections using their library card either through interlibrary loans or in person at any of the three libraries. A library card in good standing is one that has less than \$5 in library fines and all information is current and up to date.
- 2. Each city will maintain its own collections and continue to fund library services at no less than the current level. The cities will continue to strive for parity of services.
- 3. Together, each city will provide library cards for children ages 0-19 residing in Clatsop County. Each child may sign up for a library card at the library closest to their residence.
- 4. The cities will jointly plan and operate a summer reading and library outreach program for children in Clatsop County in cooperation with the local school districts where feasible.
- 5. The County and cities agree to the importance of an independent Libraries Reading Outreach in Clatsop County 501c3 (formed in 2016), whose purpose is the ongoing funding support of the reading outreach program.

6. This Agreement will be administrated and implemented by the Library Director in each city in agreement with the county manager.
7. The cities will annual review this Agreement and if desired, perform a cost analysis of the library services covered.
8. Any city and/or the County may terminate this Agreement with no less than 180 day written notice to each of the other entities.
9. Notices under this agreement may only be given in writing by personal delivery or mailing, postage prepaid as certified mail, to the addresses below, or such other addresses as provided by any party. Any notice so addressed and mailed is deemed received five days after date postmarked.

City of Astoria:	Library Director 450 10 th St. Astoria, OR 97103
City of Seaside:	Library Director 1131 Broadway Seaside, OR 97138
City of Warrenton:	Library Director Warrenton, OR 97146
Clatsop County:	Clatsop County Manager 800 Exchange St., Suite 410 Astoria, OR 97103

10. As permitted by the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, each city and the County agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, actions, and suits (including attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss of claim is attributable to the negligent acts or omissions of that party. Each city and the County is responsible for the acts, omissions, or negligence of its own officers, employees, and agents.
11. Each city agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

12. Each city and the County agree to give the other entities immediate written notice of any legal action filed or any claim made against it that may result in litigation in any way related to this agreement.
13. This Agreement may be amended by mutual agreements of the three cities and the County. Any amendments must be in writing, must refer specifically to this Agreement, and becomes effective when executed by all three cities and the County.
14. This document contains the entire agreement between the cities and the County on this subject.
15. If any one or more of the provisions of this Agreement is invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of its remaining provisions is not affected or impaired.
16. By signature below, the cities and the County certify that the individuals listed in this document as representatives are authorized to act to bind their city to this agreement.
17. This Agreement may be executed in counterparts and any one of which will constitute the agreement between the cities.
18. The cities and County have executed this Agreement by the dates and signatures set forth below.

City of Astoria Mayor/or City Manager

Ben Jones 1/21/2021
 (Name and Date)

City of Seaside Mayor/or City Manager

Jay A. Barbra 1/15/2021
 (Name and Date)

City of Warrenton Mayor/or City Manager

[Signature] 1/12/21
 (Name and Date)

Clatsop County Manager

(Name and Date)

Libraries R.O.C.C.!

Libraries Rural Reading Outreach to Children of Clatsop County & Summer Reading Program across Clatsop County

[Home](#)[Little Free Libraries](#)[Sponsors](#)

What is Libraries ROCC?

Libraries Reading Outreach in Clatsop County (*Libraries ROCC*) is a library services outreach program that partners between the communities, three public libraries, corporate sponsors, and five school districts. Together, through collaboration and community support, we are bridging the gaps between funded and unfunded youth services in rural areas.

Our goals are to place a library card in the hands of every child who wants one, to provide courier services between the schools and libraries for library materials, and to support the annual countywide summer reading program.

Ways to Support Libraries ROCC

Make a donation

Libraries ROCC is a 501c3! Donations may be made at your local public library in Clatsop County or by sending your check to: Libraries ROCC, 1131 Broadway Ave., Seaside, OR 97138

Build a little free library

You are invited to make little free library, birdhouse, or other small structure, to be auctioned off at our ROCC fundraiser event. [Click here for more information and guidelines for building!](#)

Attend the Gifts that Make a Difference event

Attend the Gifts that Make a Difference holiday gift fair on Saturday, December 10, from 12-4 pm. The event will be held in the McTavish Room at the Liberty Theater, 1203 Commercial St, Astoria, OR 97103. Enjoy the festivities and give a gift to ROCC and other local nonprofits. [Click here for more information.](#)

Questions about supporting ROCC?

Agenda Item #8.

Page 226

For more information about supporting Libraries ROCC, please contact Esther Moberg at emoberg@cityofseaside.us

Ask about free library cards for kids

Astoria Public Library

www.astorialibrary.org

503.325.7323

Seaside Public Library

www.seasidelibrary.org

503.738.6742

Warrenton Community Library

503.861.3919

1920x937

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

February 24, 2021

Issue/ Agenda Title: Personal Service Contract for Boarding Docks at Westport County Park

Category: Business Agenda

Prepared By: Steve Meshke, Natural Resources Manager

Presented By: Steve Meshke, Natural Resources Manager

Issues Before the Commission: Approval of the contract with KG Manufacturing LLC for the purchase of seven Boarding Docks for the Westport County Park Boating Facility Improvement Project.

Informational Summary: Since 2004 we have been working with the Oregon State Marine Board on the replacement and improvements to the Westport boat ramp and parking lot. The current boat ramp was installed in the early 1970's and is at the end of its useful life. We went through a very long property donation process with Georgia Pacific and that process was finally completed in late 2014. After we completed the land donation process it took us over two years to get the final permits from the Army Corps of Engineers and Oregon Division of State Lands for the project. We are now ready to proceed with the construction of this project.

In coordination with the Oregon State Marine Board we applied for and received a grant for the purchase of large items for the Westport Boat Ramp Project. We advertised and awarded the bid to KG Manufacturing LLC for the fabrication and delivery of seven boarding docks.

Fiscal Impact: The total project cost of this grant award is \$890,000. With this portion of the project, we are allocating \$106,923.50 for the purchase of the boarding docks. Funding for the project has been approved by Resolution and Order by budget adjustment and approved Oregon State Marine Board grant agreement in FY 2020/2021. This project has been noted on the County Parks budget request for future capital projects for several years now.

Options to Consider:

1. Approve contract C7512 with KG Manufacturing LLC.
2. Do not approve contract C7512.

Staff Recommendation: Option 1

Recommended Motion:

"I move that the Board approve the County Manager to sign the contract with KG Manufacturing LLC for the purchase of Boarding Docks for a not to exceed amount of \$106,923.50 and authorize the County Manager to sign contract amendments."

Attachment List

- A. Contract C7512 with KG Manufacturing LLC



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

Contract No. C7512

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County (“County”) and **KG Manufacturing LLC** (“Contractor”). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$106,923.50 to be paid to Contractor by County, Contractor agrees to perform between date of execution and **June 30, 2021**, inclusive, the following specific personal and/or professional services:

Fabricate, deliver and offload seven aluminum boarding docks for the Westport County Park Boating Facility Project as outlined in the attached scope of work and attached bidders form.

Payment Terms: *payment within 30 days of receipt of invoice and approval of work.*

- 1. COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- 2. WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
- 3. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
- 4. COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under

ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.

- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

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

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

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

8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel) _____ (Contractor's Initials) _____

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

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

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

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

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

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

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

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

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

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

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

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

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

Krissy Fin 2-4-21
Signature Date

Owner / Bookkeeper
Title

1104 SW Lake Rd Ste 101
Address

Redmond OR 97756
City State Zip

COMPANY INFORMATION SHEET

Type of Business:

LLC (S-Corp)

Mail or Fax Correspondence to:

KG Manufacturing LLC
1104 SW Lake Rd Ste. 101
Redmond OR 97756
Phone: 541-923-4239
Fax: 541-504-5493

Tax ID #: 83-4495960

Oregon Registry #: 1549970-93

CCB #: 229463

D&B #: 117394352

CAGE Code #: 8L4X7

Office Email: krissy@kgmanufacturingllc.com

Website: www.kgmanufacturingllc.com

Remit To:

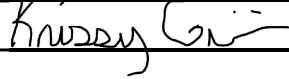
KG Manufacturing LLC
1104 SW Lake Rd Ste. 101
Redmond OR 97756

Accounting Dept:

Krissy Girvin
krissy@kgmanufacturingllc.com

Exhibit 3

PROPOSER'S BID FORM

Proposer's Company Name: KG Manufacturing LLC
Authorized Representative: Krissy Girvin
Representative's Signature: 
Date: 01-12-2021

**ALUMINUM BOARDING DOCKS - FABRICATE, DELIVER, & OFFLOAD
WESTPORT RAMP - WESTPORT SLOUGH
CLATSOP COUNTY PARKS DEPARTMENT**

Item	Quantity	Unit	Unit Cost	Total Cost
Aluminum Docks - Fabrication Complete (7 docks)	1	LS	14811.928	103683.50
Aluminum Docks - Delivery & Offloading (7 docks)	1	LS	3240.00	3240.00
			TOTAL	106923.50

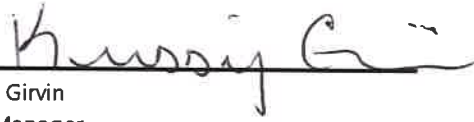
Notes:

- 1. Includes all materials, fabrication and misc. items per plans and specifications
- 2. Includes profit and overhead per general conditions allowances
- 3. Delivery location is:

Clatsop storage yard, Northeast corner of the intersection of Koppisch Road and Hillcrest Loop Road between the communities of Knappa and Svensen, Oregon

To Whom It May Concern,

KG Manufacturing LLC can fabricate, deliver and offload (7) Aluminum Boarding Docks for Westport Ramp – Westport Slough, Clatsop County Parks Department. Work will be completed exactly in accordance with the drawings, plans and specifications made by Clatsop County Parks Department. All work will be done in a good, sound and workmanlike manner. We can start work and work can be completed by June 30, 2021 if awarded the contract in a timely manner.

X 

Kristina Girvin
Office Manager

1-12-2021



Clatsop County

Public Works – Parks

2001 Marine Dr., Room 253
Astoria, OR 97103
(503) 325-6452 phone / (503) 325-2753 fax
www.co.clatsop.or.us

January 7, 2021

To: Potential Bidders

Subject: Fabricate and Deliver Aluminum Boarding Docks

Clatsop County Parks is seeking quotes for fabrication, delivery, and offload of 7 aluminum boarding docks for the Westport boating facility located in Westport, Oregon. Please see the attached Request for Quotes and supporting documents.

The request for quote is due no later than 4:00 PM on February 1, 2021.

If you have any questions please feel free to contact me at 503-325-6452.



Steve Meshke
Clatsop County Parks
2001 Marine Drive Room 253
Astoria, Oregon 97103

Phone: 503-325-6452
Fax: 503-325-2753
Cell: 503-741-0767
Email: spmeshke@co.clatsop.or.us

REQUEST FOR QUOTES

Westport County Park Boarding Float Fabrication For Clatsop County, Oregon January 2021

INTRODUCTION:

Westport County Park is a 27-acre park with river frontage providing access to the Westport Slough, a tributary of the Columbia River. Currently the Westport ramp consists of a two-lane ramp with wood boarding floats. There is also a large undeveloped gravel parking lot area. Overall the recreation site is very undeveloped. The primary use of this site is by boaters to access the Columbia River for fishing, hunting, and pleasure boating. The site is heavily used during the Columbia River spring Chinook salmon fishery, as well as by fishermen and duck hunters in the fall. There are growing numbers of non-motorized craft users, and this site is listed in the Lower Columbia River Water Trails program as an access point for the Columbia River.

Since 1972 the County has operated the boat ramp at this site. In 2014 the County acquired the 27-acre parcel through a donation from the Wauna Mill and Georgia Pacific. Currently the County is working with the Oregon State Marine Board to improve this site and create a new boating facility.

SCOPE OF WORK:

Contractor is to fabricate and deliver seven (7) 6'x20' aluminum boarding docks and unload the docks at the County storage yard located on the North East corner of Koppish Road and Hillcrest Loop Road intersection (between the communities of Knappa and Svensen) Clatsop County, Oregon.

Contractor shall furnish all labor, equipment, tools, and materials necessary to fabricate and assemble the aluminum boarding docks, transition plates, pile pockets, and all other miscellaneous dock items as shown in the drawings. Contractor will complete work in accordance with the drawings in "Exhibit 1", specifications in "Exhibit 2" and terms of the County Services Contract. Project work may commence upon issuing of a contract and must be completed by June 30, 2021. Removal of the old docks and installation of new docks are not part of this project.

GENERAL PROVISIONS OF AGREEMENT

The services will be provided on a contractual basis with the following provisions:

1. Files and work products are the property of the county and documents are subject to public records law.
2. Agreement will include a not-to-exceed amount.
3. The agreement cannot be assigned without county's written consent.
4. Using county's Standard Form for Professional Services. See example on "Exhibit 4"

QUOTE SUBMISSION REQUIREMENTS

As a minimum, the quote letter should include the following information:

1. Firm name and location, including all relevant contact information.
2. A statement indicating contractor could begin work and complete work on time.
3. A completed "Aluminum Boarding Dock Bid Form". See "Exhibit 3"

Return quotes no later than 4:00 p.m. February 1, 2021 to the address or email listed below.

Steve Meshke
Natural Resources Manager
2001 Marine Drive Room 253
Astoria, OR 97103

spmeshke@co.clatsop.or.us

SELECTION PROCESS

If a contract is awarded, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110 [2003 c.794 ~54]

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

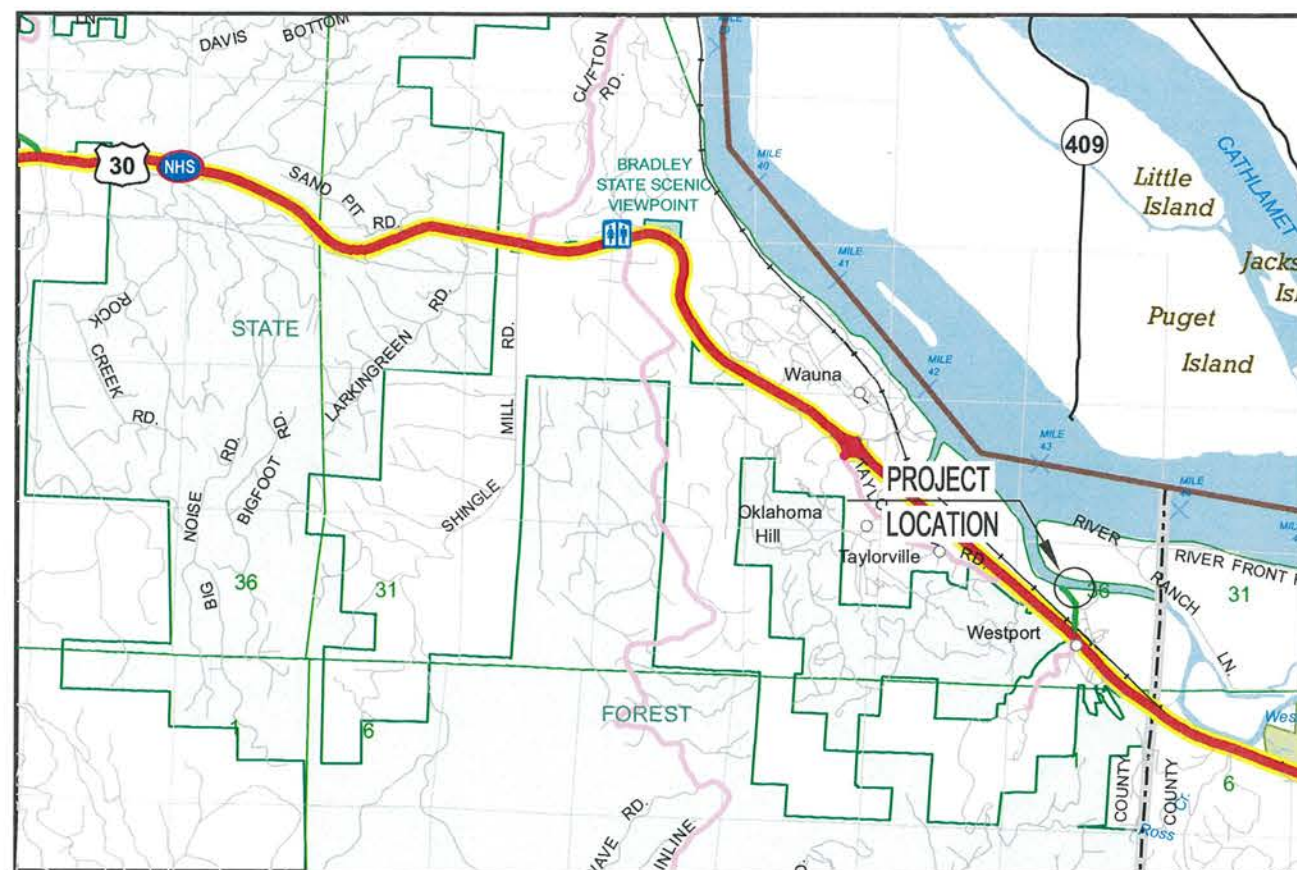
GENERAL INFORMATION

Please contact Steve Meshke, Natural Resource Manager, at (503) 325-6452 for further information.



LOCATION MAP
NO SCALE

Exhibit 1



VICINITY MAP



GEOGRAPHIC LOCATION	
TOWNSHIP:	08 NORTH
RANGE:	06 WEST
SECTION:	36
TAX LOT:	00408
COUNTY:	CLATSOP
LATITUDE:	46°08'12" NORTH
LONGITUDE:	123°22'23" WEST
USGS QUAD MAP:	NASSA POINT

DRAWING INDEX

01 - TITLE SHEET	11 - TOPSIDE LAYOUT (TYPE "B" DOCK)
02 - BOARDING DOCK LAYOUT PLAN	12 - PILE POCKET DETAILS
03 - ALUMINUM BOARDING DOCK VIEWS (TYPE "A" DOCK)	13 - HINGE BARREL ASSEMBLY DETAILS
04 - ALUMINUM BOARDING DOCK VIEWS (TYPE "B" DOCK)	14 - LAST DOCK DETAILS
05 - ALUMINUM BOARDING DOCK SECTIONS	15 - BULLRAIL DETAILS
06 - SHELL DETAILS (TYPE "A" DOCK)	16 - STRUCTURAL DETAILS
07 - SHELL DETAILS (TYPE "B" DOCK)	17 - 12" TRANSITION PLATE - DOCK TO ABUTMENT
08 - STRUCTURAL LAYOUT	18 - FIBERGLASS DECK PANEL DETAILS
09 - FOAM, CONCRETE, WALE DETAILS	
10 - TOPSIDE LAYOUT (TYPE "A" DOCK)	



FINAL CHECK SIGNATURE

DESIGNER: OSMB
DRAFTER: OSMB
DATE: 12-15-20

SHEET STATUS
FINAL
AS ADVERTISED



PROJECT LOCATION, WATERBODY & FACILITY OWNER:
WESTPORT RAMP - WESTPORT SLOUGH
CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
TITLE SHEET

SHEET NUMBER
01

SHEET 01 OF 04
Page 239

ALUMINUM BOARDING DOCKS - FABRICATE & DELIVER

WESTPORT RAMP - WESTPORT SLOUGH

CLATSOP COUNTY PARKS DEPARTMENT



FINAL CHECK SIGNATURE
 DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-15-20

SHEET STATUS
FINAL
 AS ADVERTISED

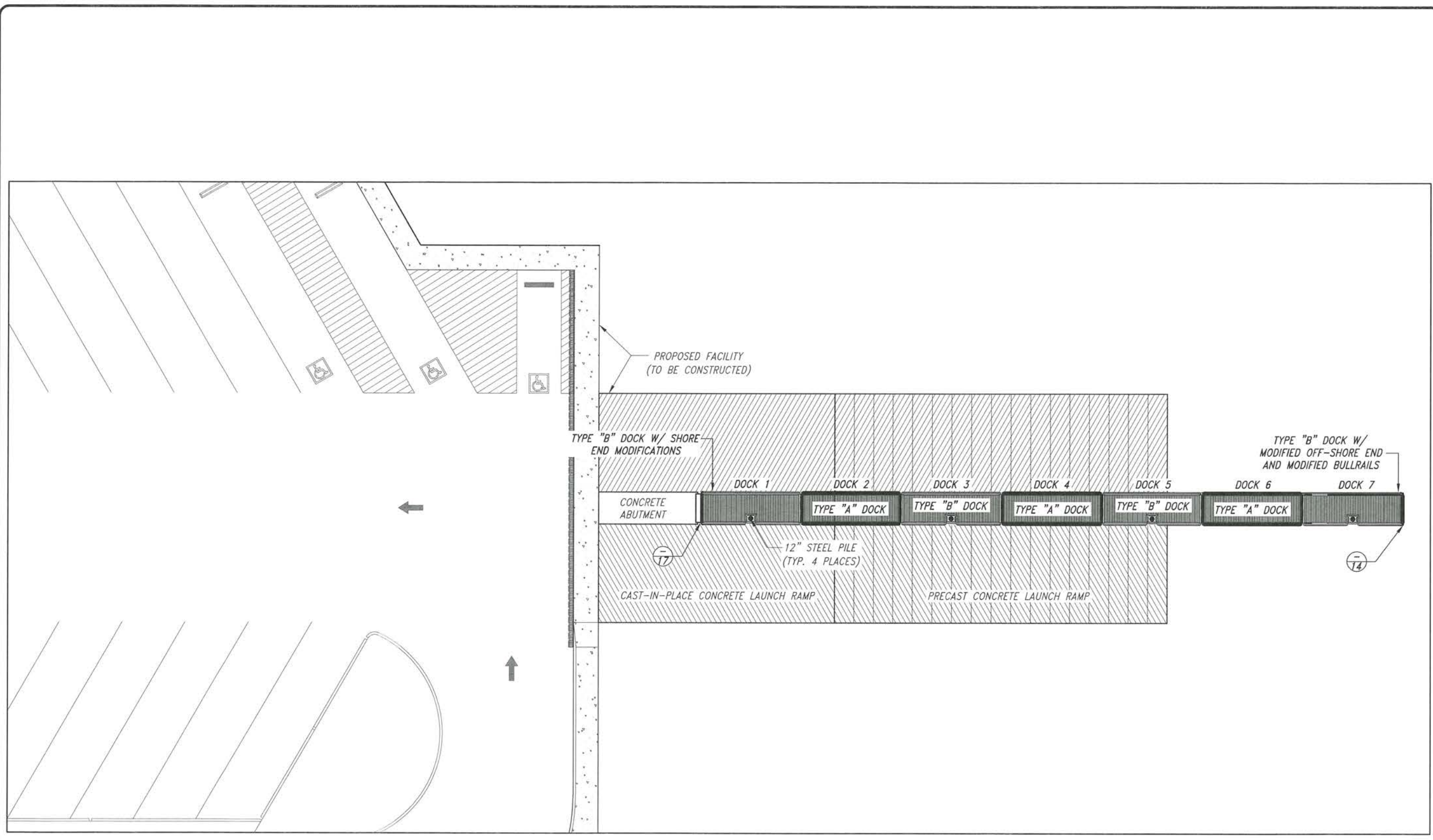


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

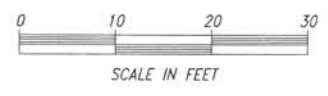
SHEET DESCRIPTION:
BOARDING DOCK LAYOUT PLAN

SHEET NUMBER
02

SHEET 02 OF 04
 Page 240



BOARDING DOCK LAYOUT PLAN



NOTE:
 DOCKS ARE FOR A PROPOSED FACILITY. ALUMINUM BOARDING DOCK PROJECT SCOPE IS TO MANUFACTURE DOCK ASSEMBLY, AND DELIVER AND OFFLOAD AT LOCALITY AS SPECIFIED. INSTALLATION OF DOCKS IS NOT PART OF THE CONTRACT.



DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-15-20

SHEET STATUS
FINAL
 AS ADVERTISED

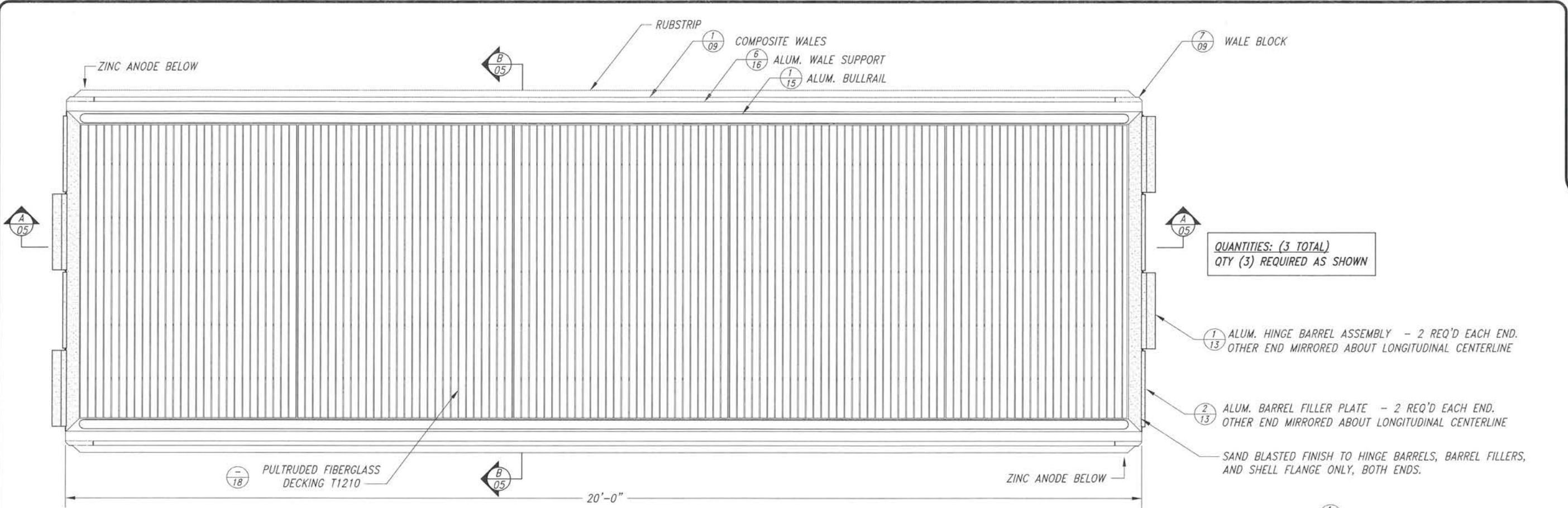


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMPS - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
ALUMINUM BOARDING DOCK VIEWS (TYPE "A" DOCK)

SHEET NUMBER
03

SHEET 03 OF 04
 Page 241

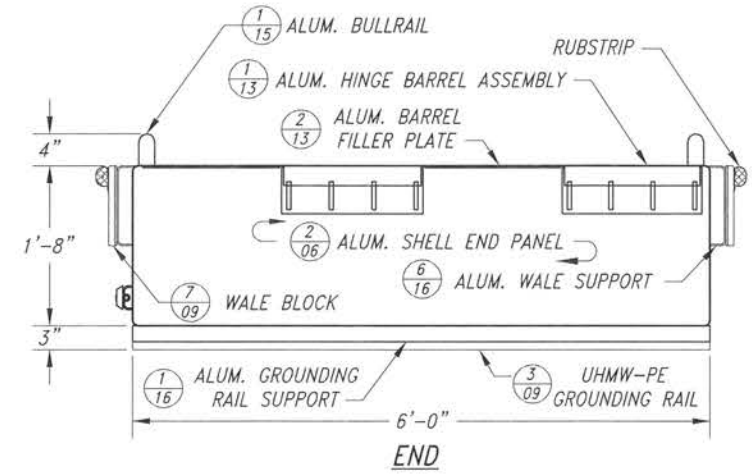
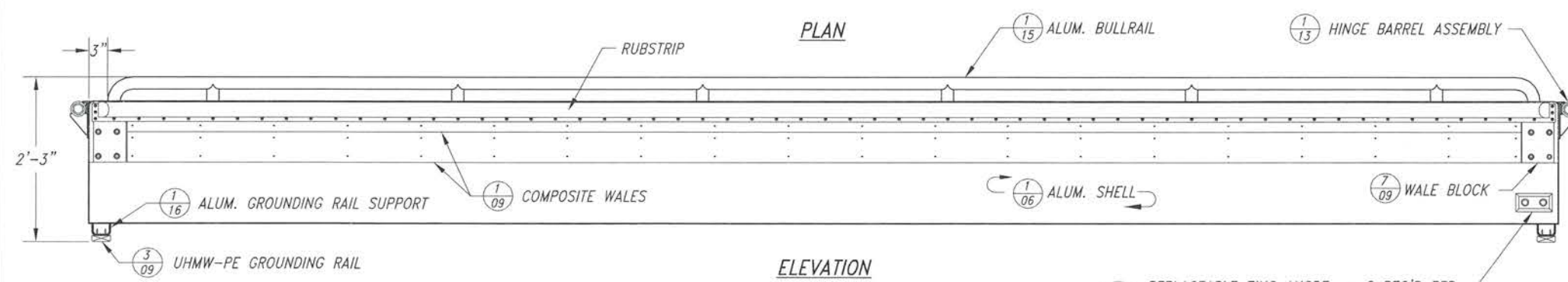


QUANTITIES: (3 TOTAL)
 QTY (3) REQUIRED AS SHOWN

(1/13) ALUM. HINGE BARREL ASSEMBLY - 2 REQ'D EACH END.
 OTHER END MIRRORED ABOUT LONGITUDINAL CENTERLINE

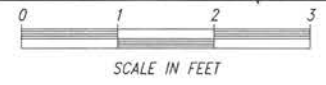
(2/13) ALUM. BARREL FILLER PLATE - 2 REQ'D EACH END.
 OTHER END MIRRORED ABOUT LONGITUDINAL CENTERLINE

SAND BLASTED FINISH TO HINGE BARRELS, BARREL FILLERS,
 AND SHELL FLANGE ONLY, BOTH ENDS.



(9/16) REPLACEABLE ZINC ANODE - 2 REQ'D PER DOCK LOCATED AT OPPOSING CORNERS

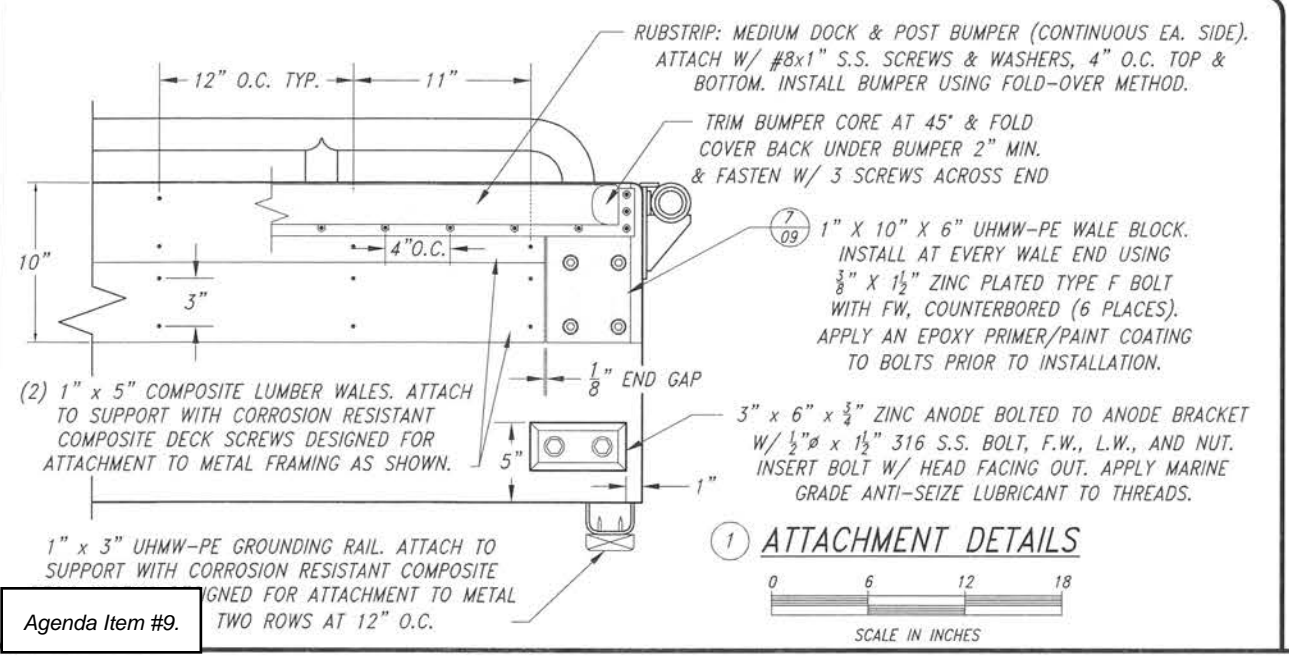
ALUMINUM BOARDING DOCK (TYPE "A" DOCK)



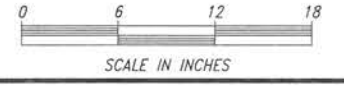
NOTES:
 1. ALL PLATE, FLAT BAR, AND FORMED SHAPES SHALL BE 5086 ALUMINUM ALLOY PER SPECIFICATIONS.
 2. ALL ROUND TUBE SHALL BE 6061 ALUMINUM ALLOY PER SPECIFICATIONS.

ANTICIPATED ASSEMBLY SEQUENCE:

- | | |
|---|---|
| 1. FABRICATE SHELL | 12. APPLY BARRIER COATING PRIOR TO PLACING CONCRETE |
| 2. INSTALL SHELL END PANELS | 13. INSTALL CONCRETE BALLAST |
| 3. INSTALL GROUNDING RAIL SUPPORTS & GROUNDING RAILS | 14. INSTALL FOAM FLOATATION |
| 4. INSTALL BULKHEADS | 15. INSTALL & SECURE TOP COVERS |
| 5. INSTALL BOTTOM STIFFENERS | 16. INSTALL & SECURE TOP COVER SPACERS |
| 6. INSTALL END STIFFENERS | 17. INSTALL DECK SUPPORTS |
| 7. INSTALL BULLRAIL GUSSETS | 18. INSTALL DECKING |
| 8. INSTALL WALE SUPPORTS & ANODE BRACKETS | 19. INSTALL WALES |
| 9. INSTALL HINGE BARREL ASSEMBLIES & FILLER PLATES | 20. INSTALL RUBSTRIPS |
| 10. INSTALL BULLRAILS | 21. INSTALL ZINC ANODES |
| 11. SANDBLAST HINGE BARRELS AND ADJACENT SHELL FLANGE | |



ATTACHMENT DETAILS



Agenda Item #9.



DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-15-20

SHEET STATUS
FINAL
 AS ADVERTISED

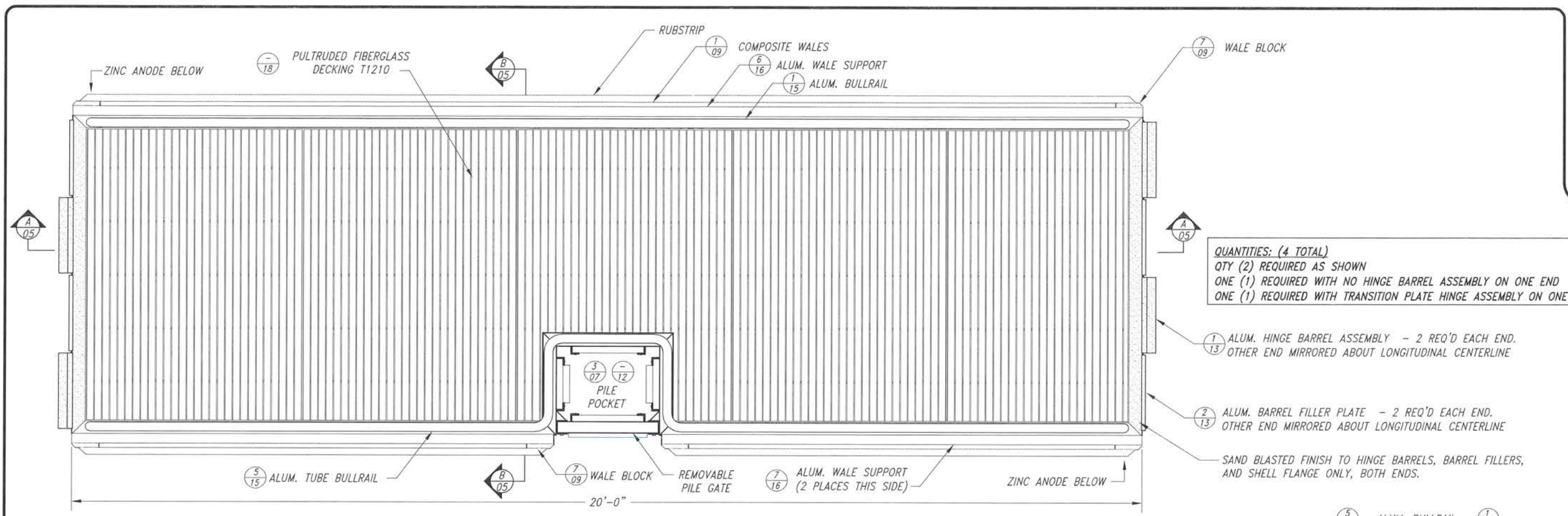


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
ALUMINUM BOARDING DOCK VIEWS (TYPE "B" DOCK)

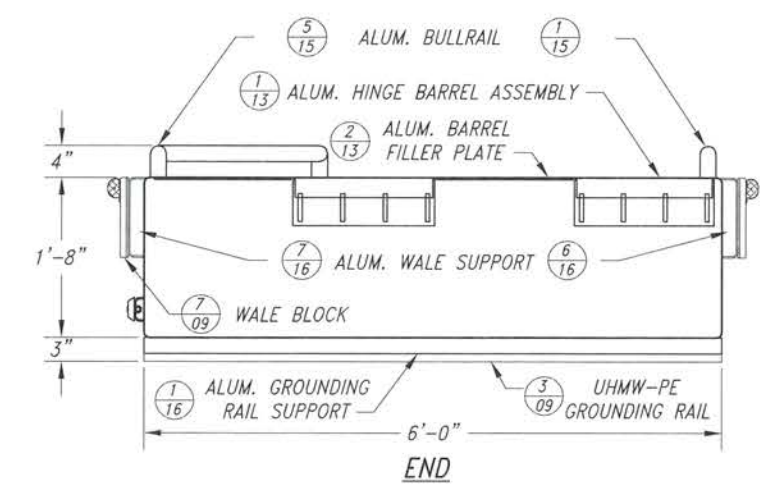
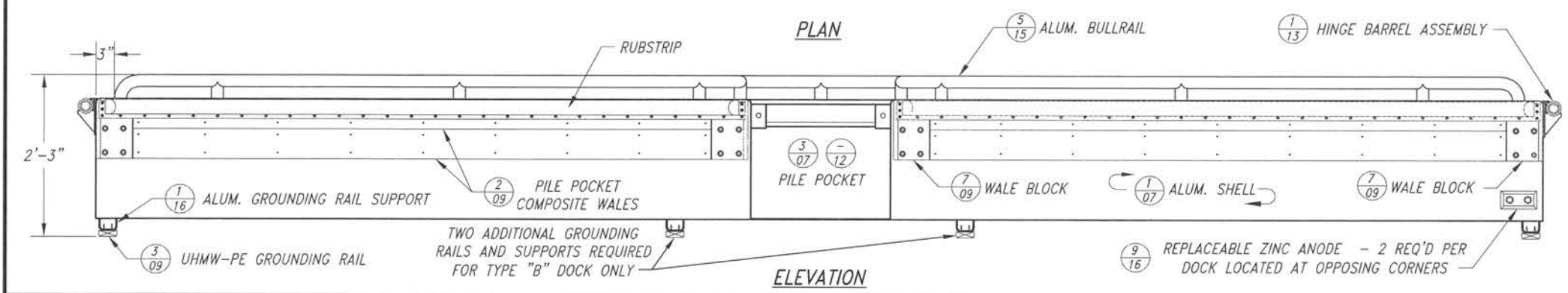
SHEET NUMBER
04

SHEET 04 OF 040
 Page 242



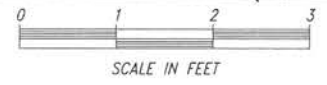
QUANTITIES: (4 TOTAL)
 QTY (2) REQUIRED AS SHOWN
 ONE (1) REQUIRED WITH NO HINGE BARREL ASSEMBLY ON ONE END
 ONE (1) REQUIRED WITH TRANSITION PLATE HINGE ASSEMBLY ON ONE END

1 ALUM. HINGE BARREL ASSEMBLY - 2 REQ'D EACH END. OTHER END MIRRORED ABOUT LONGITUDINAL CENTERLINE
 2 ALUM. BARREL FILLER PLATE - 2 REQ'D EACH END. OTHER END MIRRORED ABOUT LONGITUDINAL CENTERLINE
 SAND BLASTED FINISH TO HINGE BARRELS, BARREL FILLERS, AND SHELL FLANGE ONLY, BOTH ENDS.

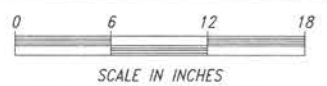
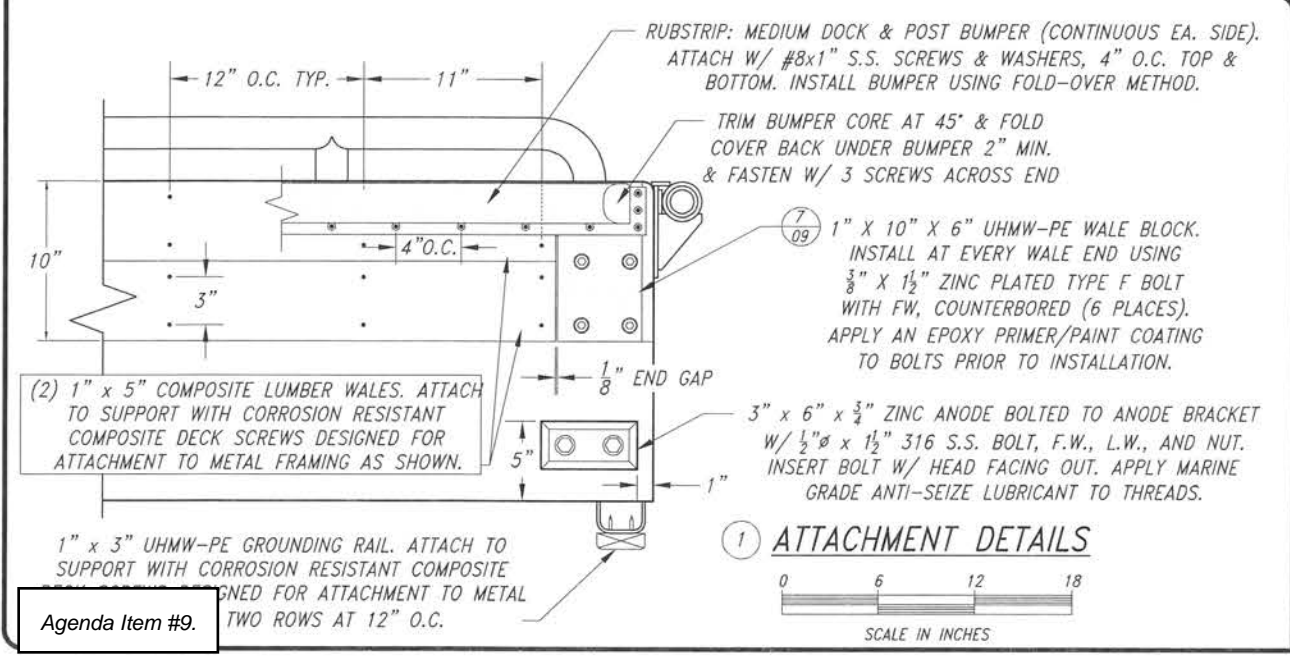


NOTES:
 1. ALL PLATE, FLAT BAR, AND FORMED SHAPES SHALL BE 5086 ALUMINUM ALLOY PER SPECIFICATIONS.
 2. ALL ROUND TUBE SHALL BE 6061 ALUMINUM ALLOY PER SPECIFICATIONS.

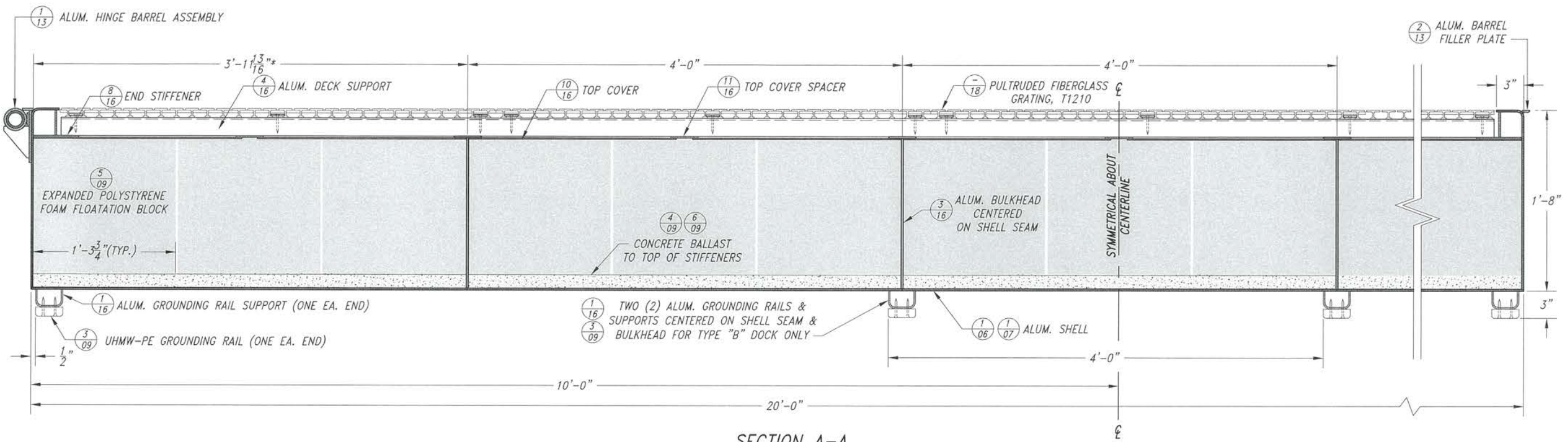
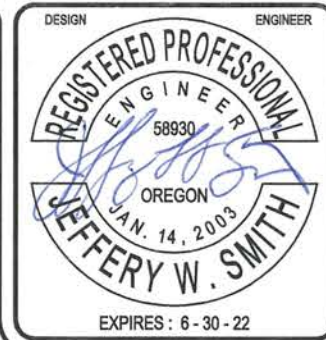
ALUMINUM BOARDING DOCK (TYPE "B" DOCK)



- ANTICIPATED ASSEMBLY SEQUENCE:
1. FABRICATE SHELL
 2. INSTALL SHELL END PANELS
 3. INSTALL GROUNDING RAIL SUPPORTS & GROUNDING RAILS
 4. INSTALL BULKHEADS
 5. INSTALL BOTTOM STIFFENERS
 6. INSTALL END STIFFENERS
 7. INSTALL BULLRAIL GUSSETS
 8. INSTALL WALE SUPPORTS & ANODE BRACKETS
 9. INSTALL HINGE BARREL ASSEMBLIES & FILLER PLATES
 10. INSTALL BULLRAILS
 11. SANDBLAST HINGE BARRELS AND ADJACENT SHELL FLANGE
 12. APPLY BARRIER COATING PRIOR TO PLACING CONCRETE
 13. INSTALL CONCRETE BALLAST
 14. INSTALL FOAM FLOATATION
 15. INSTALL & SECURE TOP COVERS
 16. INSTALL & SECURE TOP COVER SPACERS
 17. INSTALL DECK SUPPORTS
 18. INSTALL DECKING
 19. INSTALL WALES
 20. INSTALL RUBSTRIPS
 21. INSTALL ZINC ANODES

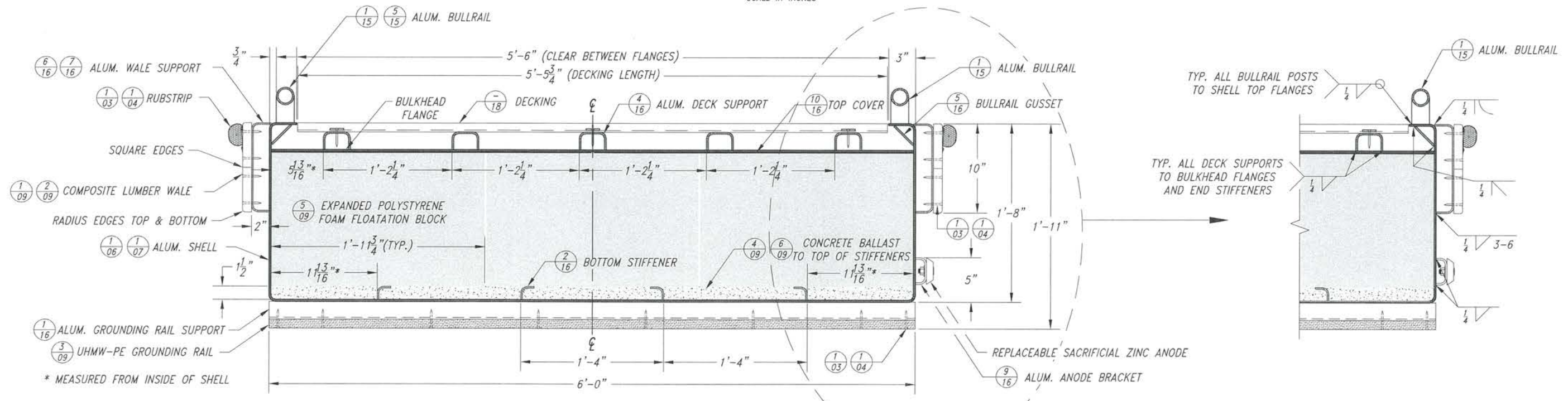


Agenda Item #9.



SECTION A-A
SCALE IN INCHES
0 6 12 18

* MEASURED FROM INSIDE OF SHELL



SECTION B-B
SCALE IN INCHES
0 6 12 18

MISC. WELDING DETAILS

NOTES:
1. ALL PLATE, FLAT BAR, AND FORMED SHAPES SHALL BE 5086 ALUMINUM ALLOY PER SPECIFICATIONS.
2. ALL ROUND TUBE SHALL BE 6061 ALUMINUM ALLOY PER SPECIFICATIONS.

FINAL CHECK SIGNATURE

DESIGNER: OSMB
DRAFTER: OSMB
DATE: 12-15-20

SHEET STATUS
FINAL
AS ADVERTISED

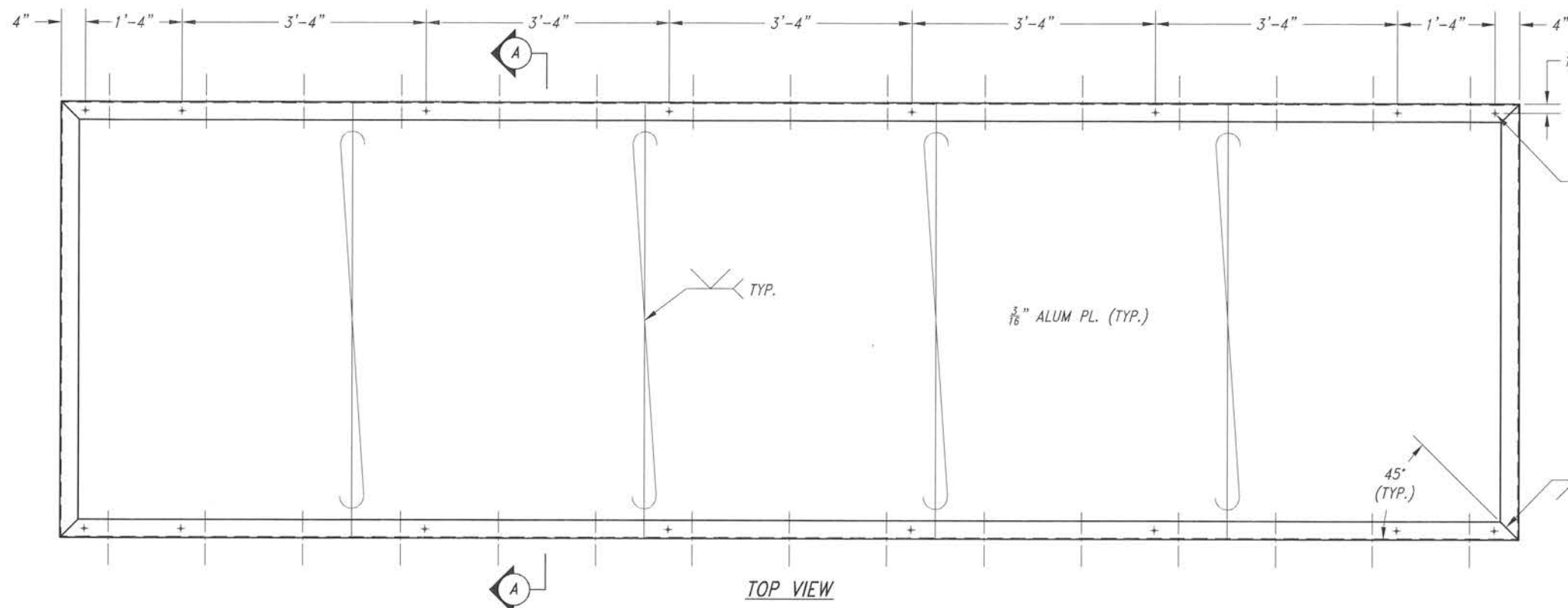


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
WESTPORT RAMP - WESTPORT SLOUGH
CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
ALUMINUM BOARDING DOCK SECTIONS

SHEET NUMBER
05

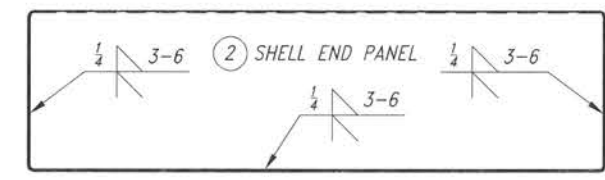
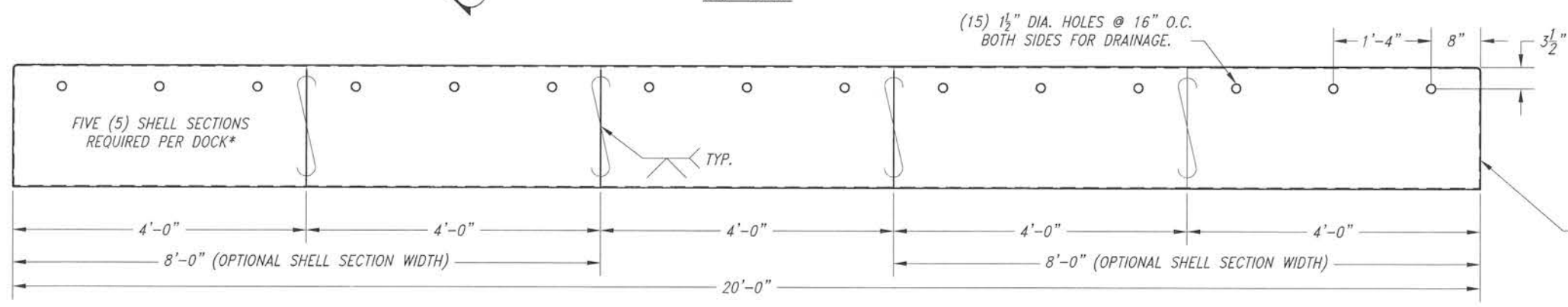
SHEET 05 OF 04
Page 243



NOTES:
 1. ALL PLATE, FLAT BAR, AND FORMED SHAPES SHALL BE 5086 ALUMINUM ALLOY PER SPECIFICATIONS.
 2. ALL ROUND TUBE SHALL BE 6061 ALUMINUM ALLOY PER SPECIFICATIONS.

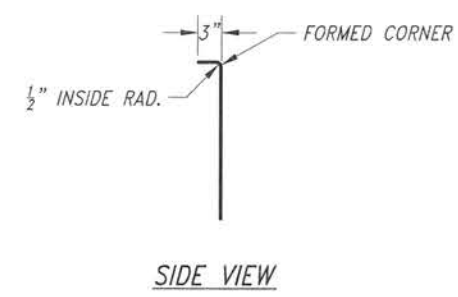
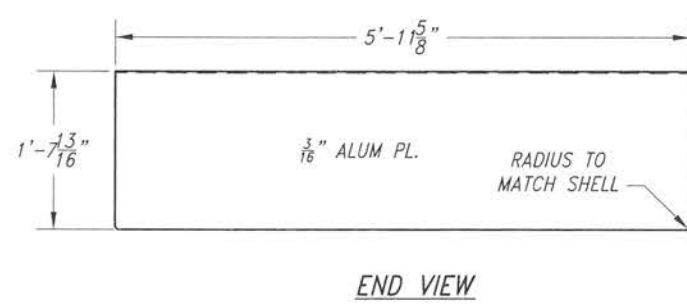
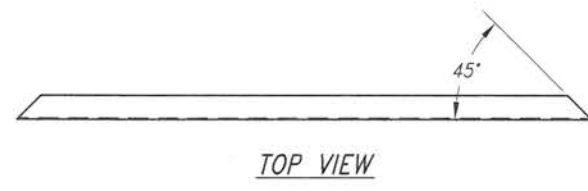
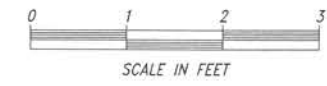
(8) 1/2" Ø BULLRAIL VENT HOLES, TYP. EACH SIDE

EACH SHELL SECTION (BOTTOM, SIDES AND TOP FLANGES) SHALL BE FORMED BY BENDING 4' x 10' OR 8' x 10' SHEETS OF ALUM. PLATE CUT TO LENGTH TO MEET DIMENSION REQUIREMENTS. ALL BENDS SHALL BE 90° WITH MAX. 1/2" INSIDE RADII. SHELL SECTIONS SHALL NOT BE FABRICATED FROM SEPARATE PIECES WELDED TOGETHER.

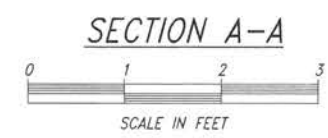
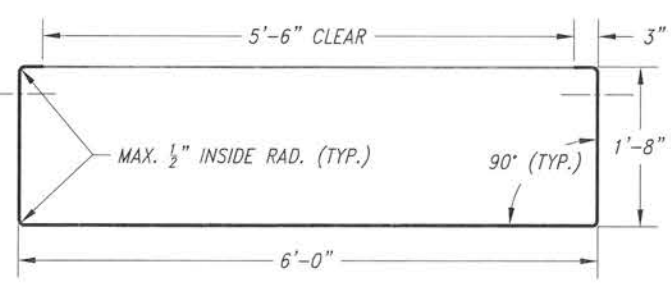
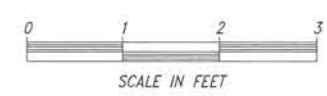


*THREE (3) SHELL SECTIONS REQUIRED PER DOCK IF USING A COMBINATION OF 8' AND 4' WIDE SECTIONS

1 SHELL DETAILS (TYPE "A" DOCK)



2 SHELL END PANEL



FINAL CHECK SIGNATURE

DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-15-20

SHEET STATUS
FINAL
 AS ADVERTISED

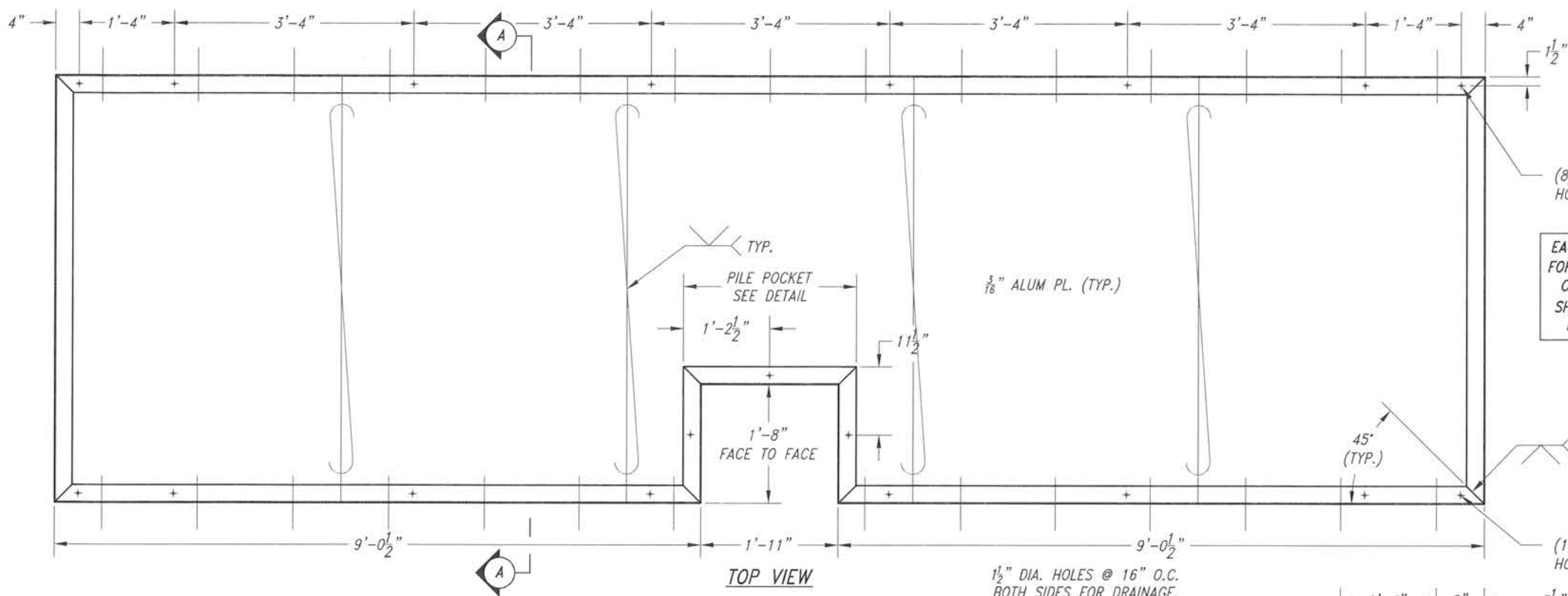


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMPA - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
 SHELL DETAILS (TYPE "A" DOCK)

SHEET NUMBER
06

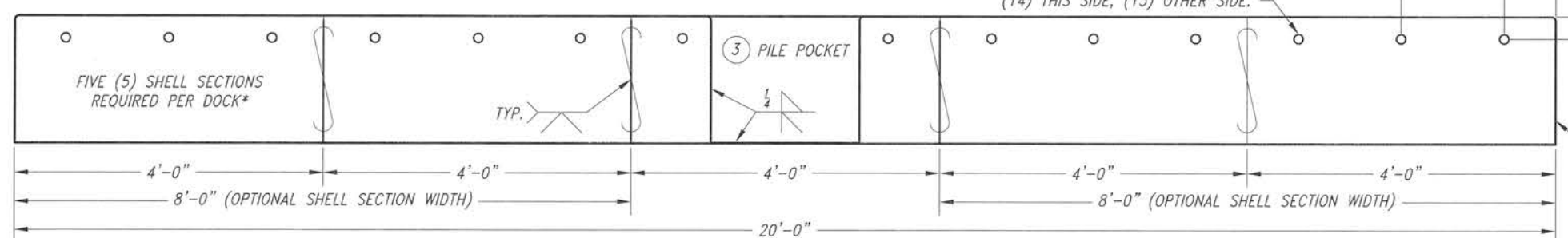
SHEET 06 OF 04
 Page 244



NOTES:
 1. ALL PLATE, FLAT BAR, AND FORMED SHAPES SHALL BE 5086 ALUMINUM ALLOY PER SPECIFICATIONS.
 2. ALL ROUND TUBE SHALL BE 6061 ALUMINUM ALLOY PER SPECIFICATIONS.

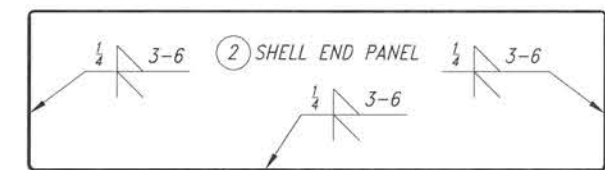
(8) - 1/2" Ø BULLRAIL VENT HOLES, (THIS SIDE)

EACH SHELL SECTION (BOTTOM, SIDES AND TOP FLANGES) SHALL BE FORMED BY BENDING 4' x 10' OR 8' x 10' SHEETS OF ALUM. PLATE CUT TO LENGTH TO MEET DIMENSION REQUIREMENTS. ALL BENDS SHALL BE 90° WITH MAX. 1/2" INSIDE RADII. SHELL SECTIONS SHALL NOT BE FABRICATED FROM SEPARATE PIECES WELDED TOGETHER.



(11) - 1/2" Ø BULLRAIL VENT HOLES, (THIS SIDE)

1 1/2" DIA. HOLES @ 16" O.C. BOTH SIDES FOR DRAINAGE. (14) THIS SIDE, (15) OTHER SIDE.

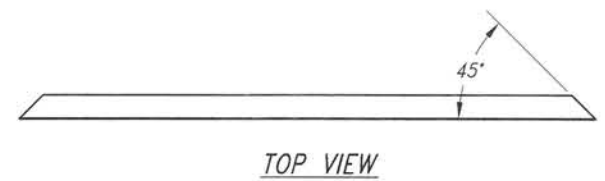
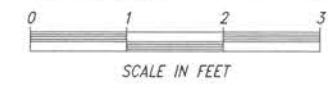


SHELL END PANEL INSET AND FLUSH WITH END OF SHELL

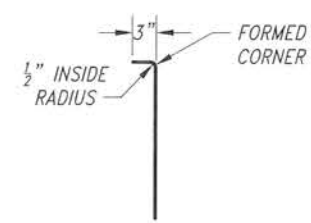
END VIEW

*THREE (3) SHELL SECTIONS REQUIRED PER DOCK IF USING A COMBINATION OF 8' AND 4' WIDE SECTIONS

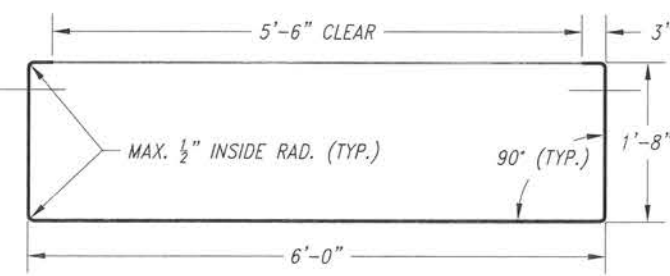
① SHELL DETAILS (TYPE "B" DOCK)



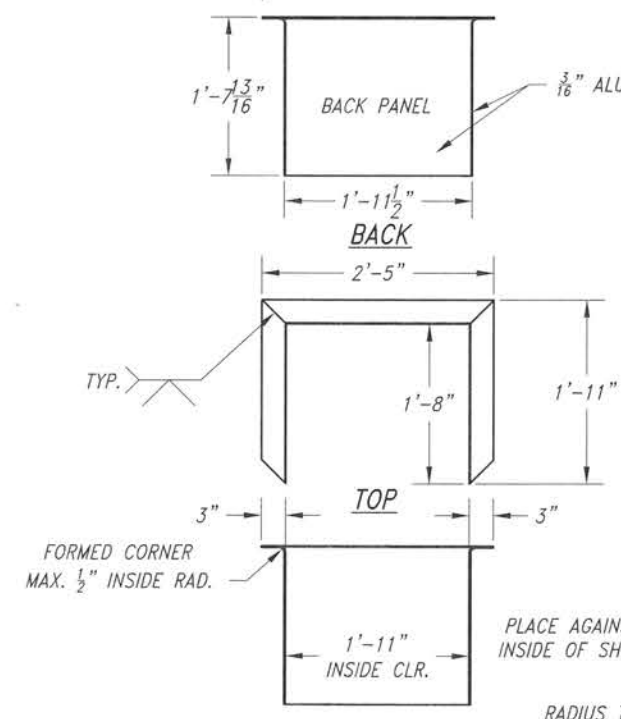
TOP VIEW



SIDE VIEW



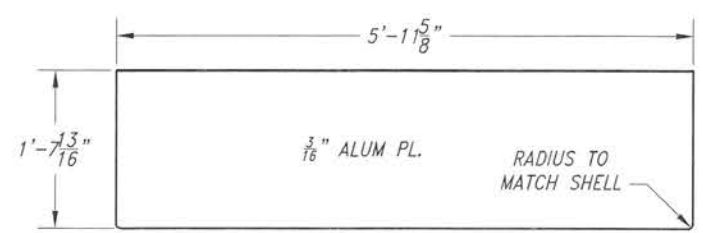
SECTION A-A



FRONT

SIDE

③ PILE POCKET



END VIEW

② SHELL END PANEL



FINAL CHECK SIGNATURE

DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-15-20

SHEET STATUS
FINAL
 AS ADVERTISED



PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
 SHELL DETAILS (TYPE "B" DOCK)

SHEET NUMBER
07

SHEET 07 OF 04
 Page 245



FINAL CHECK SIGNATURE

DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-15-20

SHEET STATUS
FINAL
 AS ADVERTISED

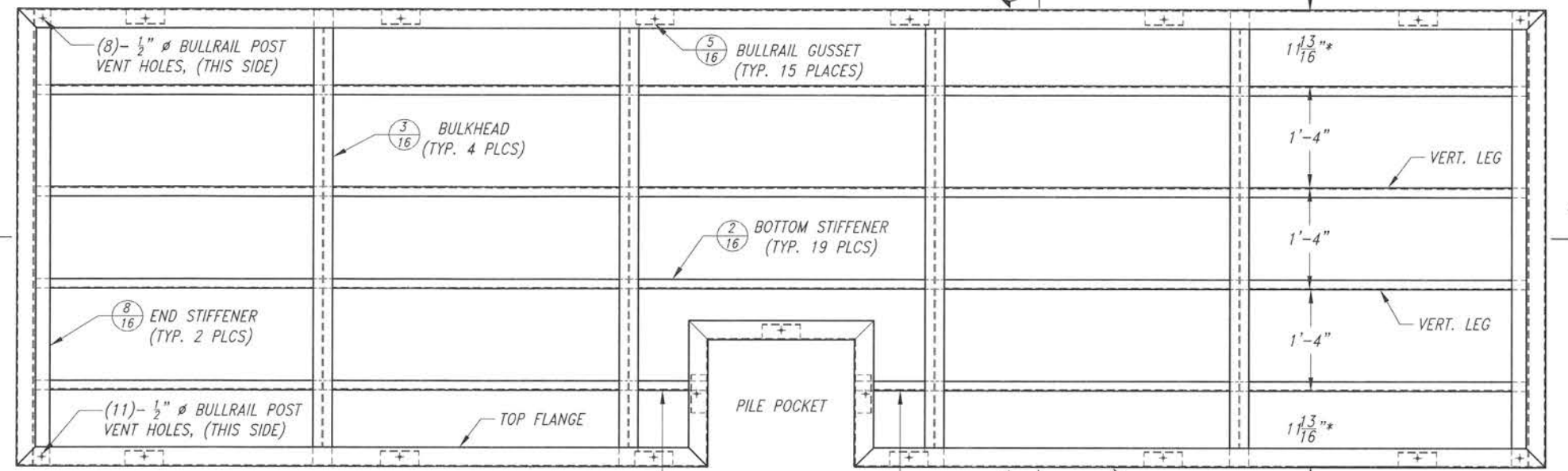


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

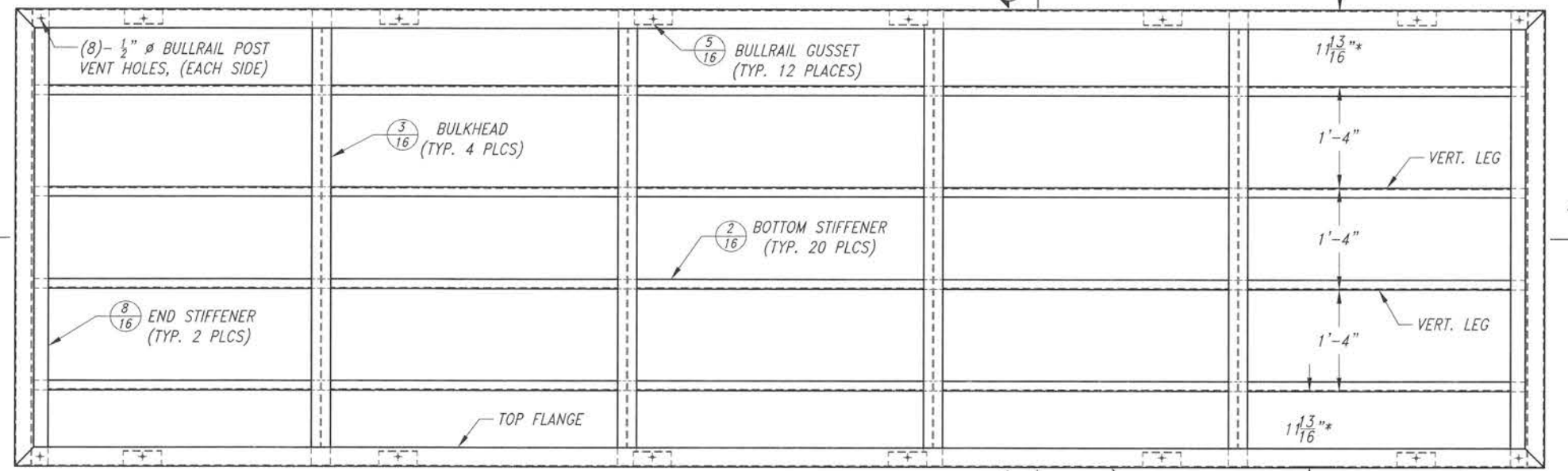
SHEET DESCRIPTION:
STRUCTURAL LAYOUT

SHEET NUMBER
08

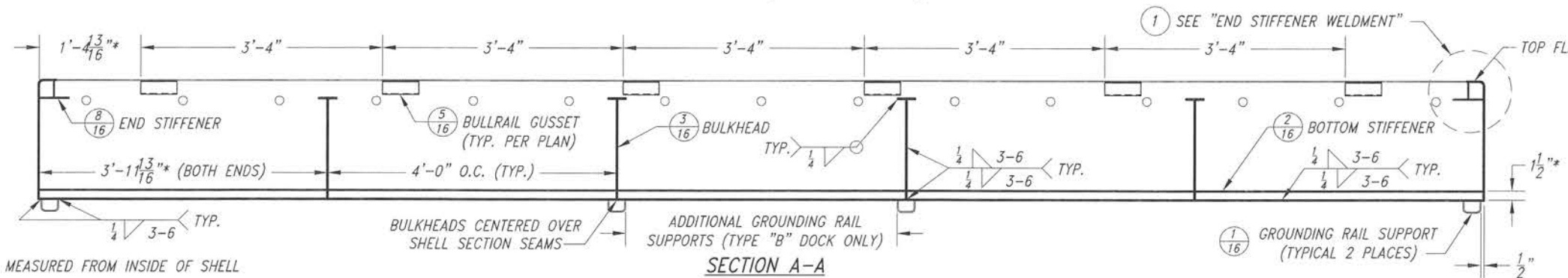
SHEET 08 OF 04
 Page 246



SHELL PLAN VIEW (TYPE "B" DOCK)

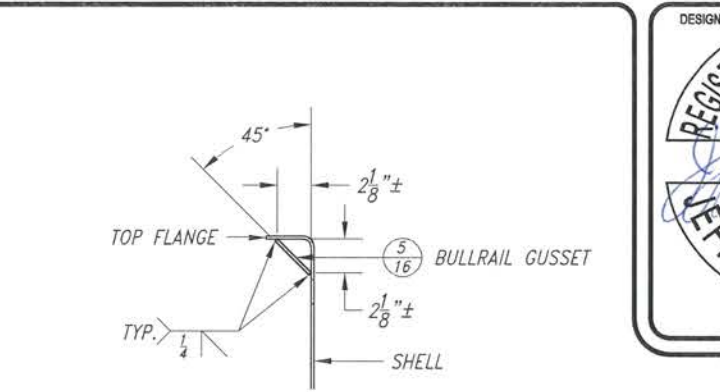


SHELL PLAN VIEW (TYPE "A" DOCK)

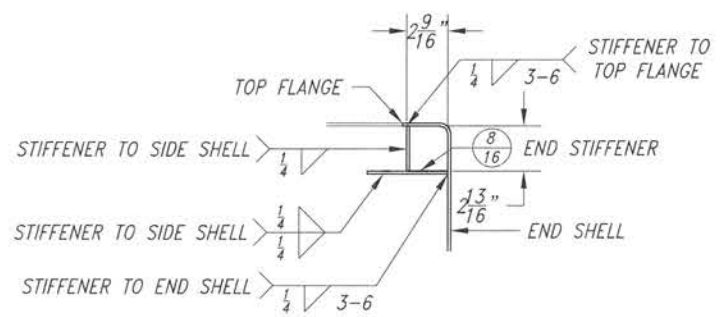
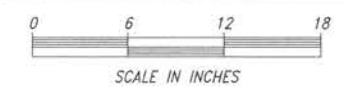


SECTION A-A

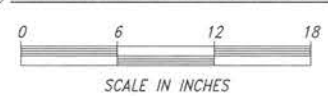
STRUCTURAL LAYOUT



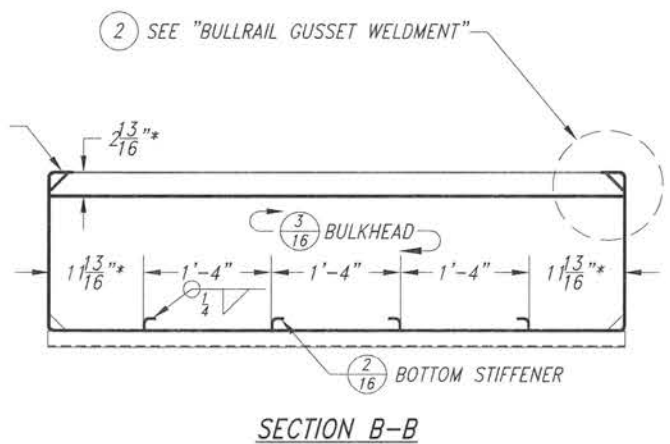
2 BULLRAIL GUSSET WELDMENT



1 END STIFFENER WELDMENT

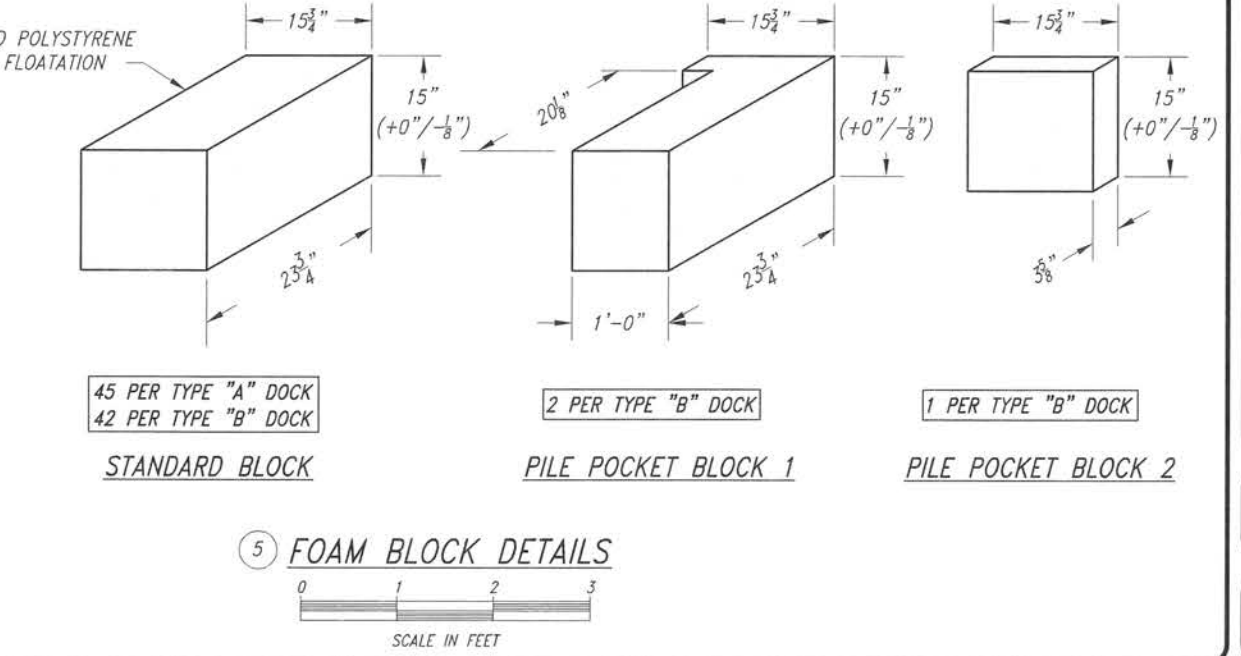
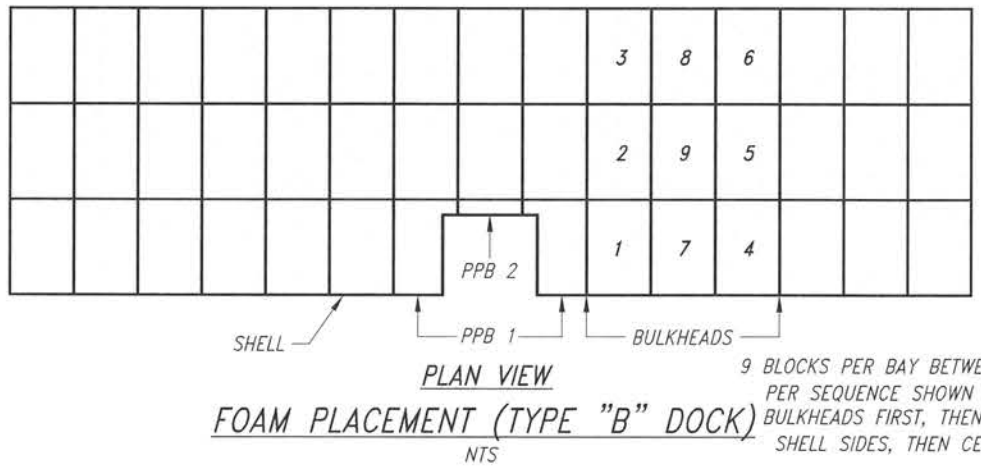
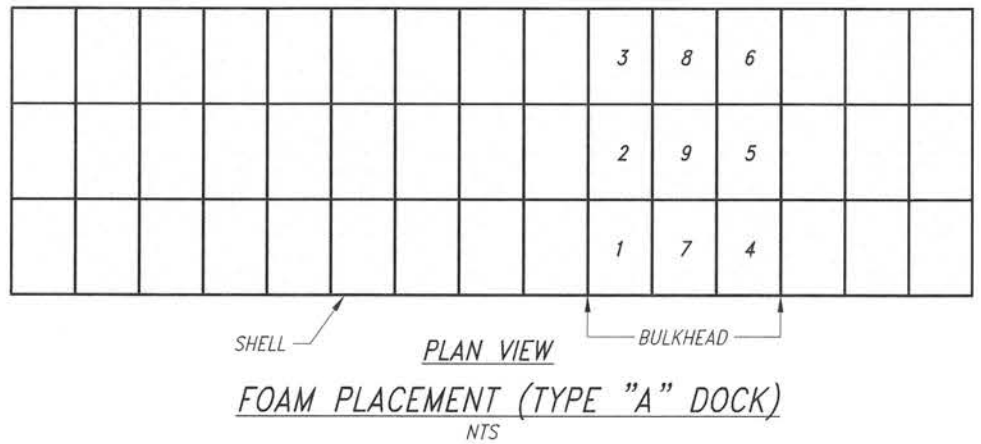
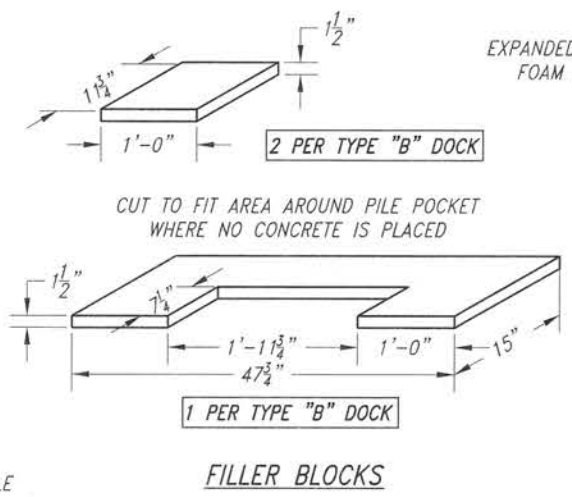
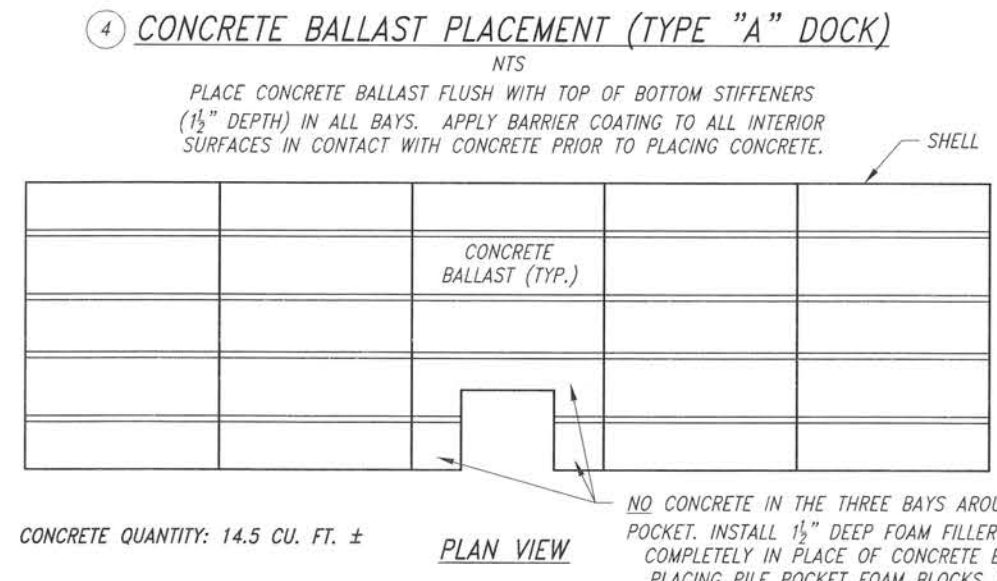
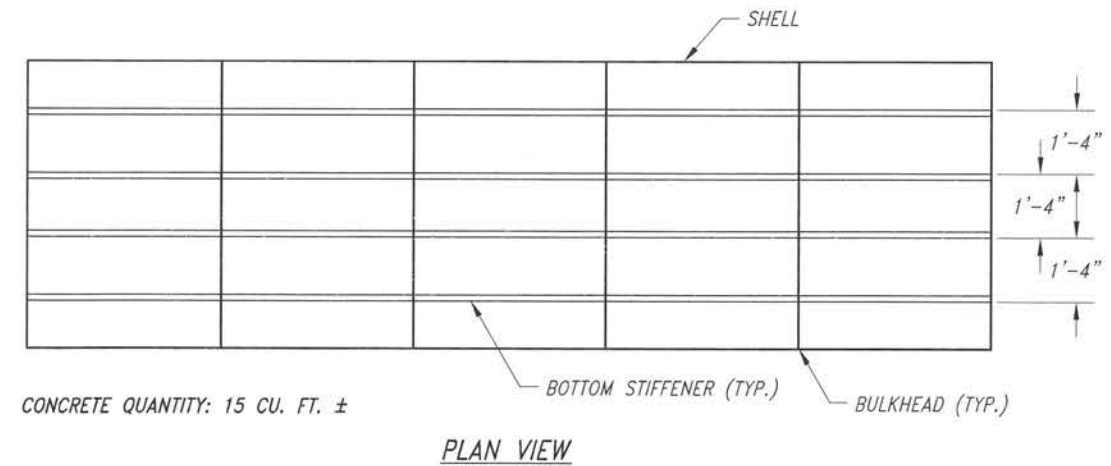
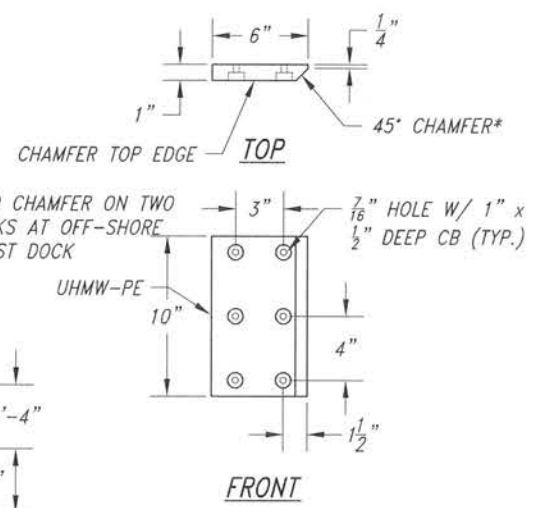
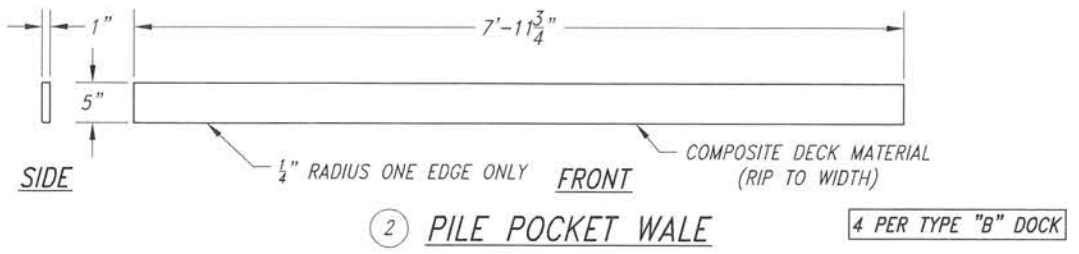
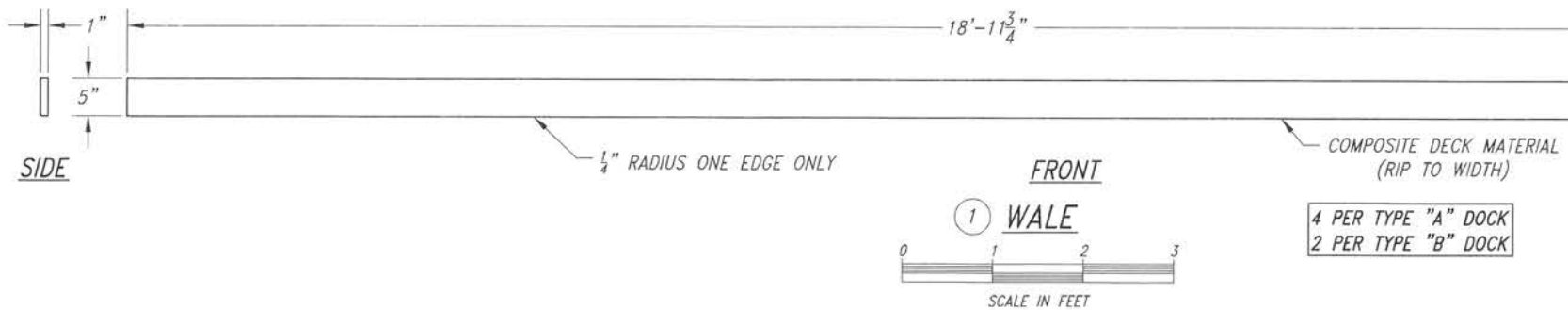


NOTES:
 1. ALL PLATE, FLAT BAR, AND FORMED SHAPES SHALL BE 5086 ALUMINUM ALLOY PER SPECIFICATIONS.
 2. ALL ROUND TUBE SHALL BE 6061 ALUMINUM ALLOY PER SPECIFICATIONS.



SECTION B-B

* MEASURED FROM INSIDE OF SHELL



FINAL CHECK SIGNATURE

DESIGNER: OSMB

DRAFTER: OSMB

DATE: 12-15-20

SHEET STATUS

FINAL

AS ADVERTISED



PROJECT LOCATION, WATERBODY & FACILITY OWNER

WESTPORT RAMP - WESTPORT SLOUGH

CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION

FOAM, CONCRETE, WALE DETAILS

SHEET NUMBER

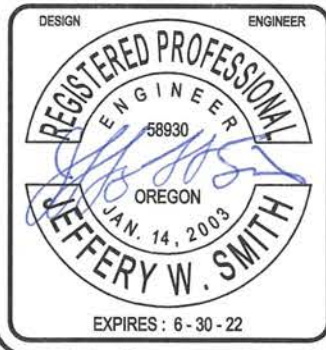
09

SHEET 09 OF 04

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Agenda Item #9.

J:\Projects\Westport Ramp\1597_Permits\Engineering\Final\DockPurchasePlans\09 - Concrete, Foam, Wale Details (Type A & B).dwg



FINAL CHECK SIGNATURE

DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-15-20

SHEET STATUS
FINAL
 AS ADVERTISED

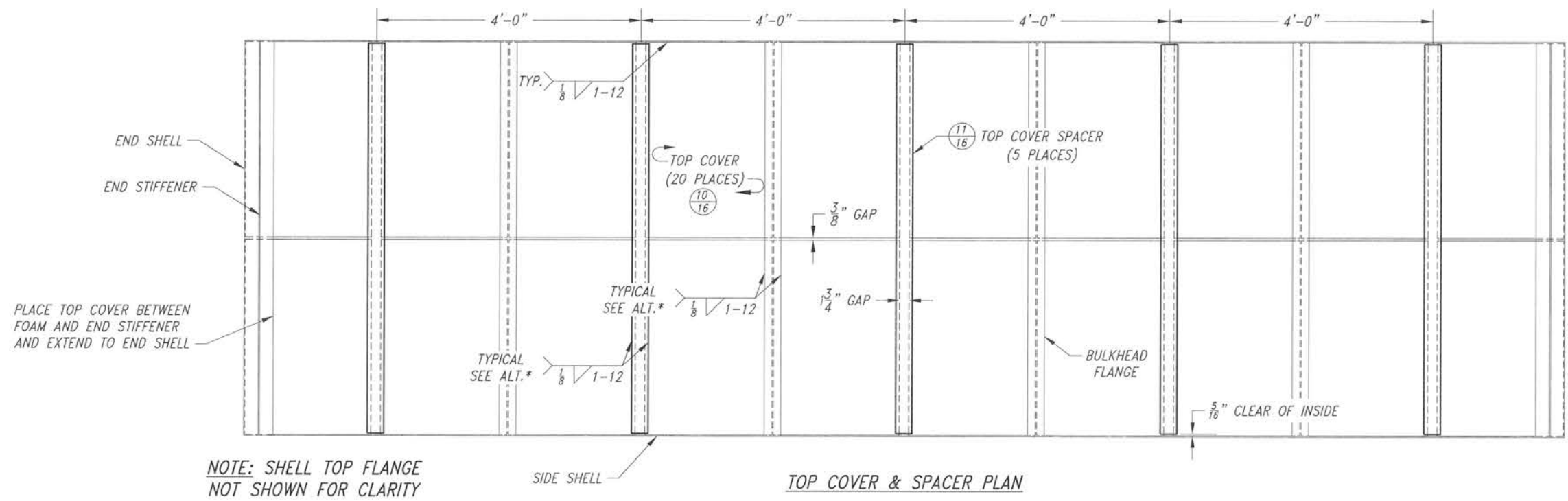


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
TOPSIDE LAYOUT (TYPE "A" DOCK)

SHEET NUMBER
10

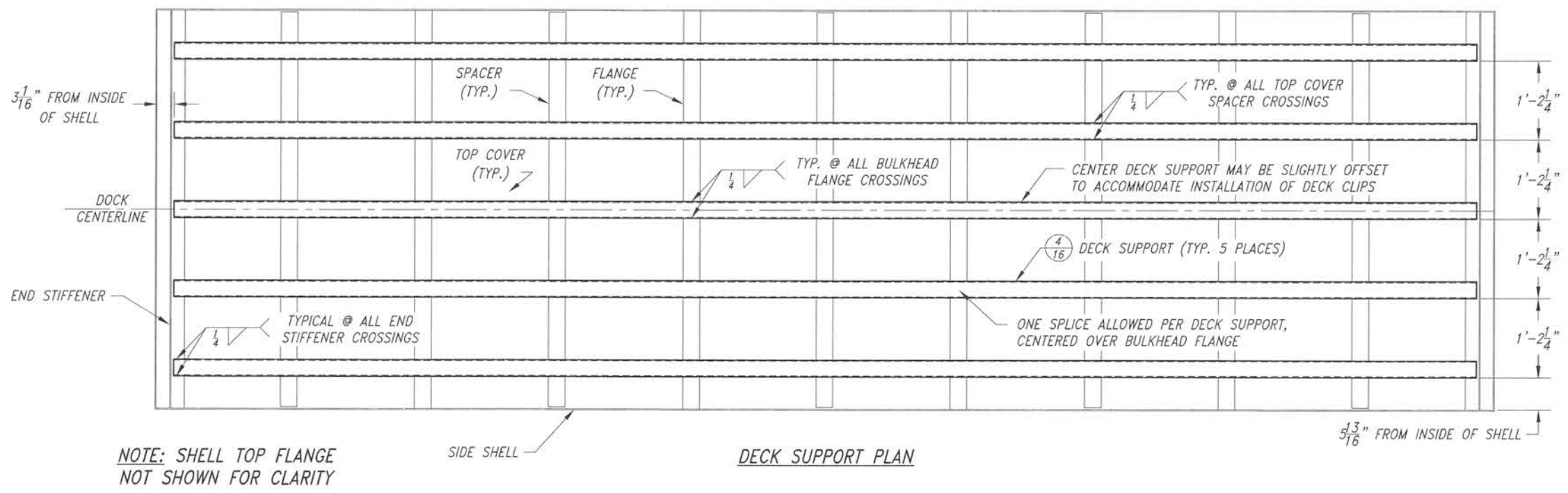
SHEET 10 OF 040
 Page 248



PLACE TOP COVERS ON FOAM WITH ONE EDGE UNDER BULKHEAD FLANGE AND AGAINST BULKHEAD. SLIDE ADJACENT EDGE AGAINST SIDE SHELL. TACK WELD AS SHOWN TAKING CARE TO AVOID/MINIMIZE MELTING OF FOAM. SIDE GAP BETWEEN COVERS WILL BE $\frac{1}{2}$ " AND END GAP WILL BE $\frac{3}{8}$ ".

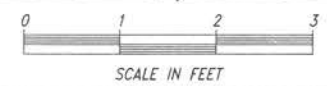
CENTER TOP COVER SPACERS OVER SIDE GAP BETWEEN TOP COVERS WITH $\frac{1}{8}$ " CLEAR FROM SIDE SHELL. TACK WELD AS SHOWN TAKING CARE TO AVOID/MINIMIZE MELTING OF FOAM.

* AS AN ALTERNATIVE TO TACK WELDING, TOP COVERS MAY BE SCREWED OR RIVETED TO BULKHEAD FLANGES AND SPACERS USING S.S. FASTENERS SPACED 12" O.C.



NOTES:
 1. ALL PLATE, FLAT BAR, AND FORMED SHAPES SHALL BE 5086 ALUMINUM ALLOY PER SPECIFICATIONS.
 2. ALL ROUND TUBE SHALL BE 6061 ALUMINUM ALLOY PER SPECIFICATIONS.

TOPSIDE LAYOUT (TYPE "A" DOCK)





FINAL CHECK SIGNATURE

DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-15-20

SHEET STATUS
FINAL
 AS ADVERTISED

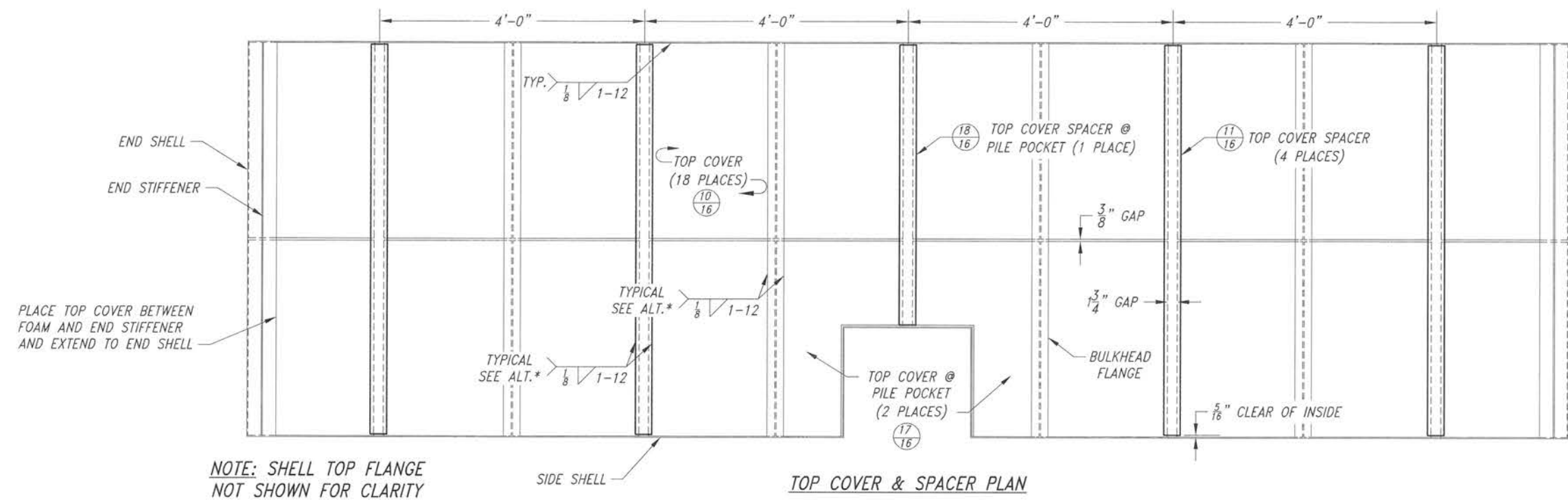


PROJECT LOCATION: WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
TOPSIDE LAYOUT (TYPE "B" DOCK)

SHEET NUMBER
11

SHEET 11 OF 04
 Page 249



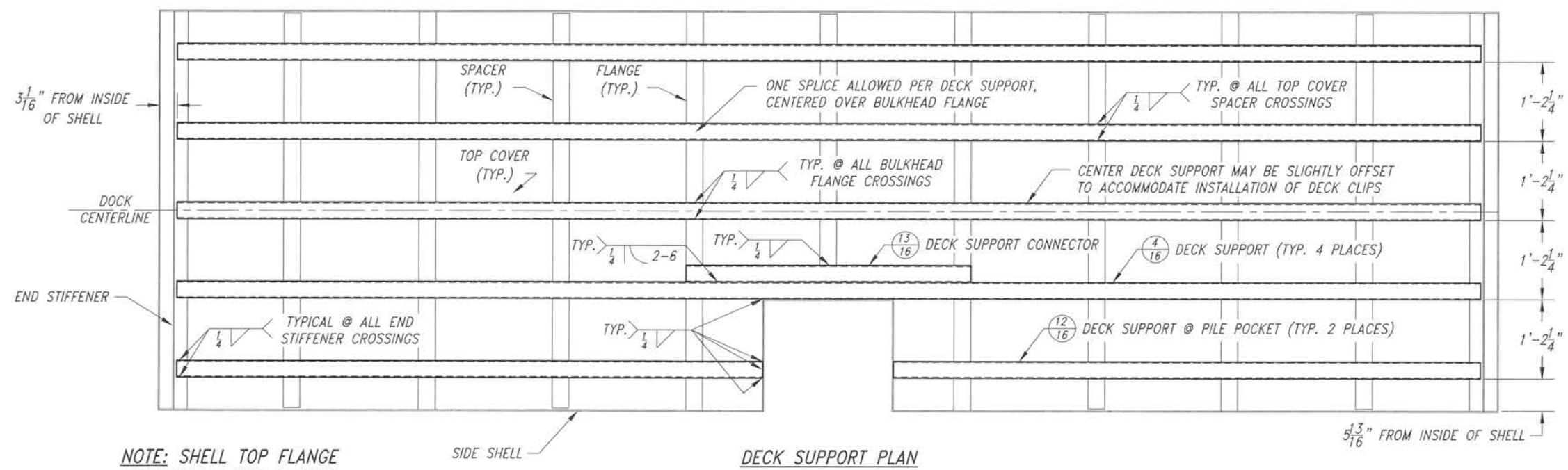
PLACE TOP COVERS ON FOAM WITH ONE EDGE UNDER BULKHEAD FLANGE AND AGAINST BULKHEAD. SLIDE ADJACENT EDGE AGAINST SIDE SHELL. TACK WELD AS SHOWN TAKING CARE TO AVOID/MINIMIZE MELTING OF FOAM. SIDE GAP BETWEEN COVERS WILL BE 1/4" AND END GAP WILL BE 3/8".

CENTER TOP COVER SPACERS OVER SIDE GAP BETWEEN TOP COVERS WITH 5/16" CLEAR FROM SIDE SHELL. TACK WELD AS SHOWN TAKING CARE TO AVOID/MINIMIZE MELTING OF FOAM.

* AS AN ALTERNATIVE TO TACK WELDING, TOP COVERS MAY BE SCREWED OR RIVETED TO BULKHEAD FLANGES AND SPACERS USING S.S. FASTENERS SPACED 12" O.C.

NOTE: SHELL TOP FLANGE NOT SHOWN FOR CLARITY

TOP COVER & SPACER PLAN



NOTE: SHELL TOP FLANGE NOT SHOWN FOR CLARITY

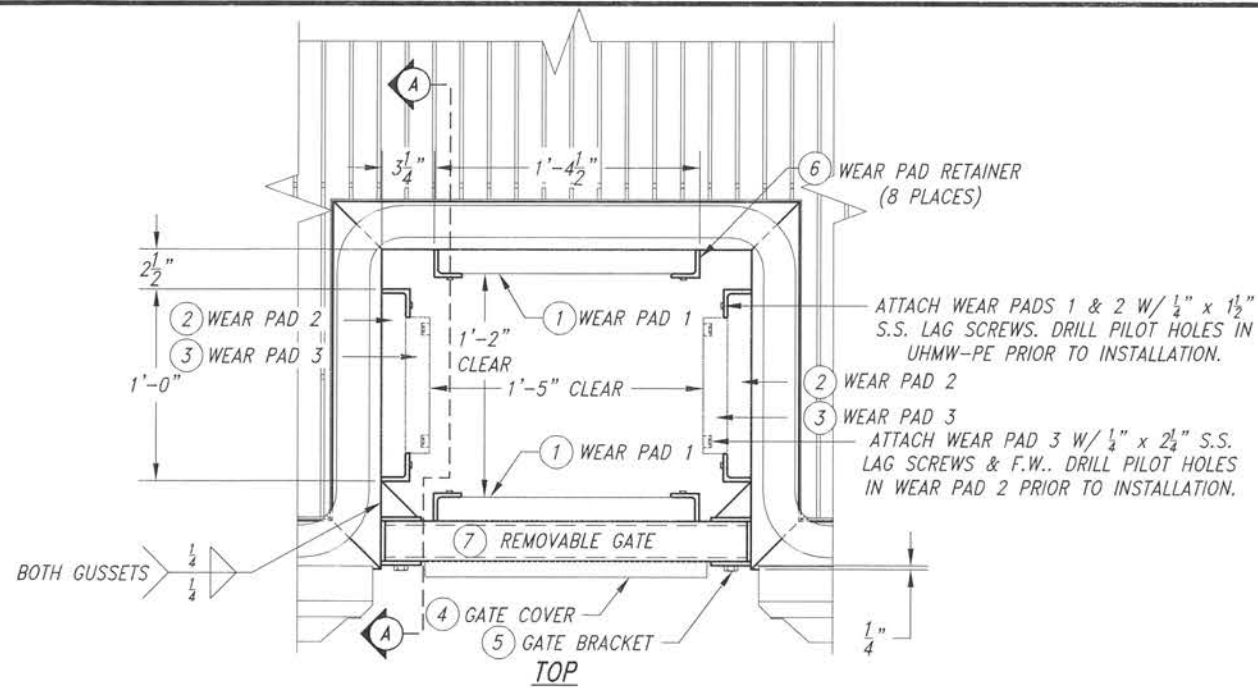
DECK SUPPORT PLAN

TOPSIDE LAYOUT (TYPE "B" DOCK)



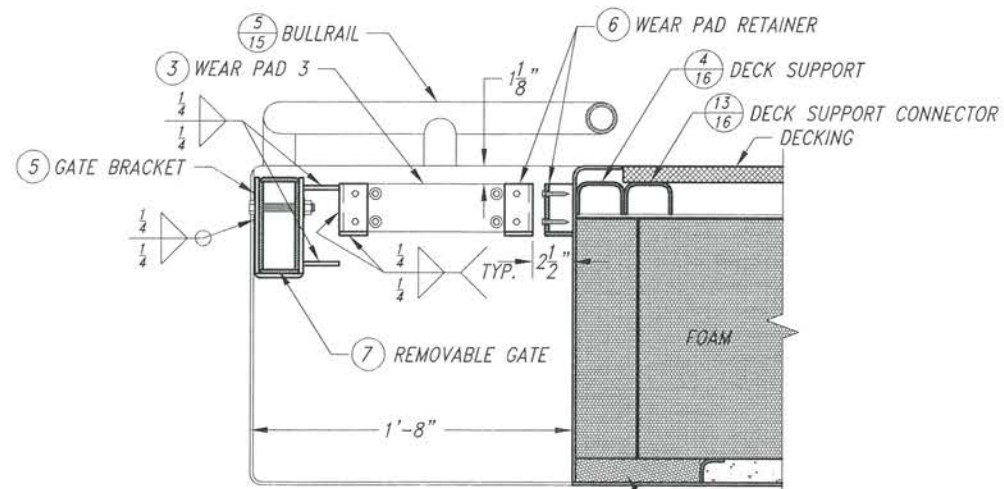
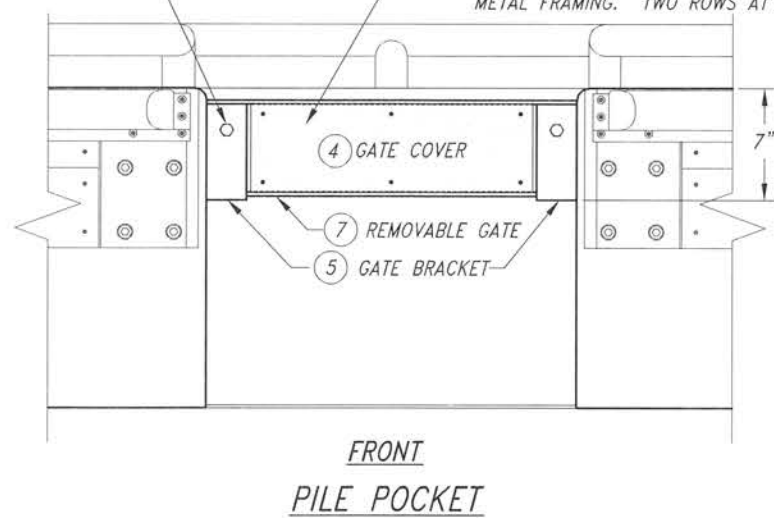
NOTES:
 1. ALL PLATE, FLAT BAR, AND FORMED SHAPES SHALL BE 5086 ALUMINUM ALLOY PER SPECIFICATIONS.
 2. ALL ROUND TUBE SHALL BE 6061 ALUMINUM ALLOY PER SPECIFICATIONS.

Agenda Item #9.

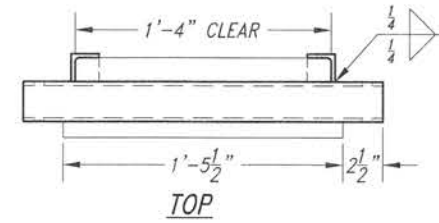


(2) $\frac{1}{2}$ " ϕ x 4" 316 S.S. BOLT, F.W., L.W., AND NUT. INSERT BOLT W/ HEAD FACING OUT. APPLY MARINE GRADE ANTI-SEIZE LUBRICANT TO THREADS.

COMPOSITE LUMBER GATE COVER. ATTACH TO GATE WITH CORROSION RESISTANT COMPOSITE DECK SCREWS DESIGNED FOR ATTACHMENT TO METAL FRAMING. TWO ROWS AT 8" O.C.



NO CONCRETE IN BAYS AROUND PILE POCKET. INSTALL $\frac{1}{2}$ " EPS FOAM FILLER IN PLACE OF CONCRETE PRIOR TO PLACING FOAM BLOCKS.

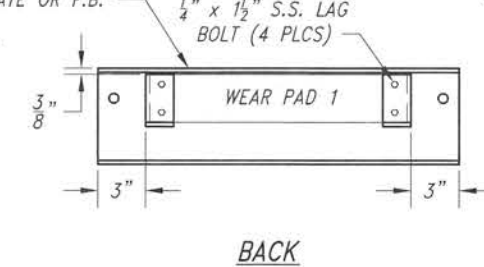
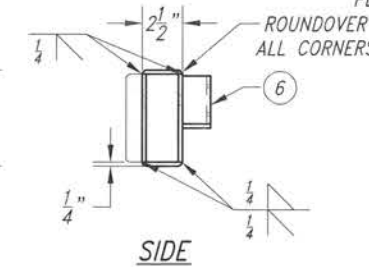
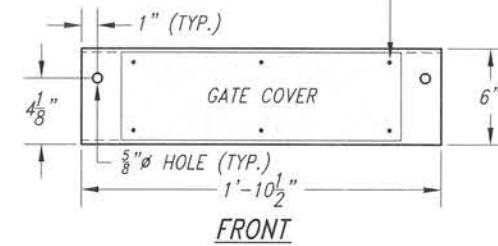


NOTE: ALL PLATE, FLAT BAR, AND ROUND TUBE SHALL BE 6061 ALUMINUM ALLOY PER SPECIFICATIONS FOR ALL COMPONENTS THIS SHEET ONLY.

NOTE: ADJUST FABRICATION AS NEEDED TO PROVIDE SLIP FIT TO GATE BRACKET

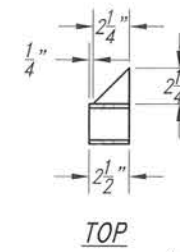
ATTACH COVER WITH (6) CORROSION RESISTANT COMPOSITE DECK SCREWS DESIGNED FOR ATTACHMENT TO METAL FRAMING AS SHOWN.

FABRICATE RECTANGULAR TUBE FROM WELDED $\frac{1}{4}$ " PLATE OR F.B.

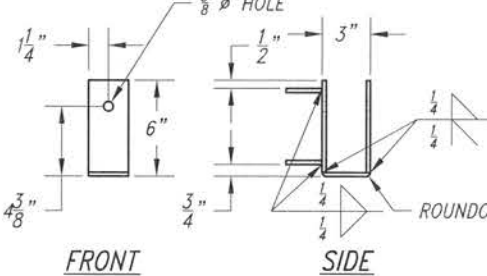


⑦ REMOVABLE GATE

1 PER TYPE "B" DOCK

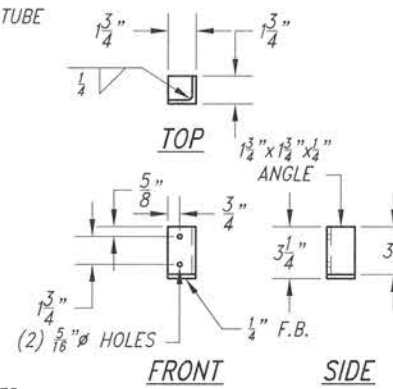


FABRICATE BRACKET CHANNEL FROM WELDED $\frac{1}{4}$ " PLATE OR F.B. OR CUT FROM 6"x3"x $\frac{1}{4}$ " REC. TUBE



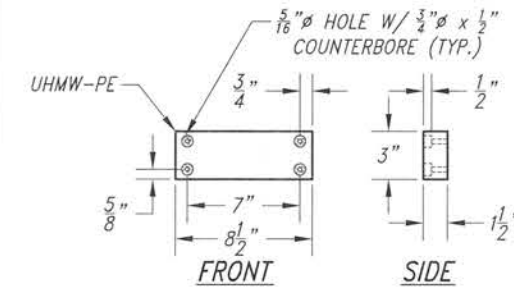
⑤ GATE BRACKET

2 PER TYPE "B" DOCK



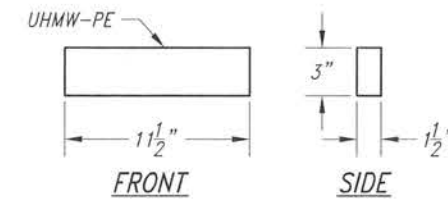
⑥ WEAR PAD RETAINER

8 PER TYPE "B" DOCK



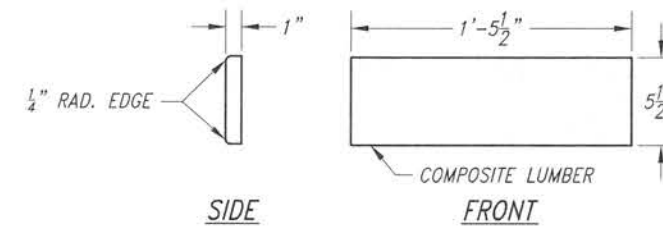
③ WEAR PAD 3

2 PER TYPE "B" DOCK



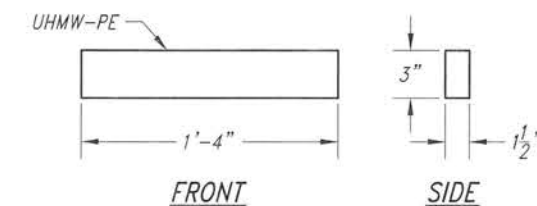
② WEAR PAD 2

2 PER TYPE "B" DOCK



④ GATE COVER

1 PER TYPE "B" DOCK

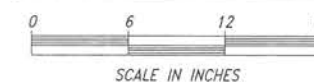


① WEAR PAD 1

2 PER TYPE "B" DOCK

NOTE: CHAMFER CORNERS AS NEEDED WHEN IN CONFLICT WITH WELDS.

PILE POCKET DETAILS



DESIGN ENGINEER

REGISTERED PROFESSIONAL ENGINEER

58930

OREGON

JAN. 14, 2003

JEFFERY W. SMITH

EXPIRES: 6-30-22

FINAL CHECK SIGNATURE

DESIGNER: OSMB
DRAFTER: OSMB
DATE: 12-15-20

SHEET STATUS

FINAL

AS ADVERTISED



PROJECT LOCATION, WATERBODY & FACILITY OWNER:
WESTPORT RAMP - WESTPORT SLOUGH
CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
PILE POCKET DETAILS

SHEET NUMBER

12

SHEET 12 OF 04

Page 250



DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-15-20

SHEET STATUS
FINAL
 AS ADVERTISED

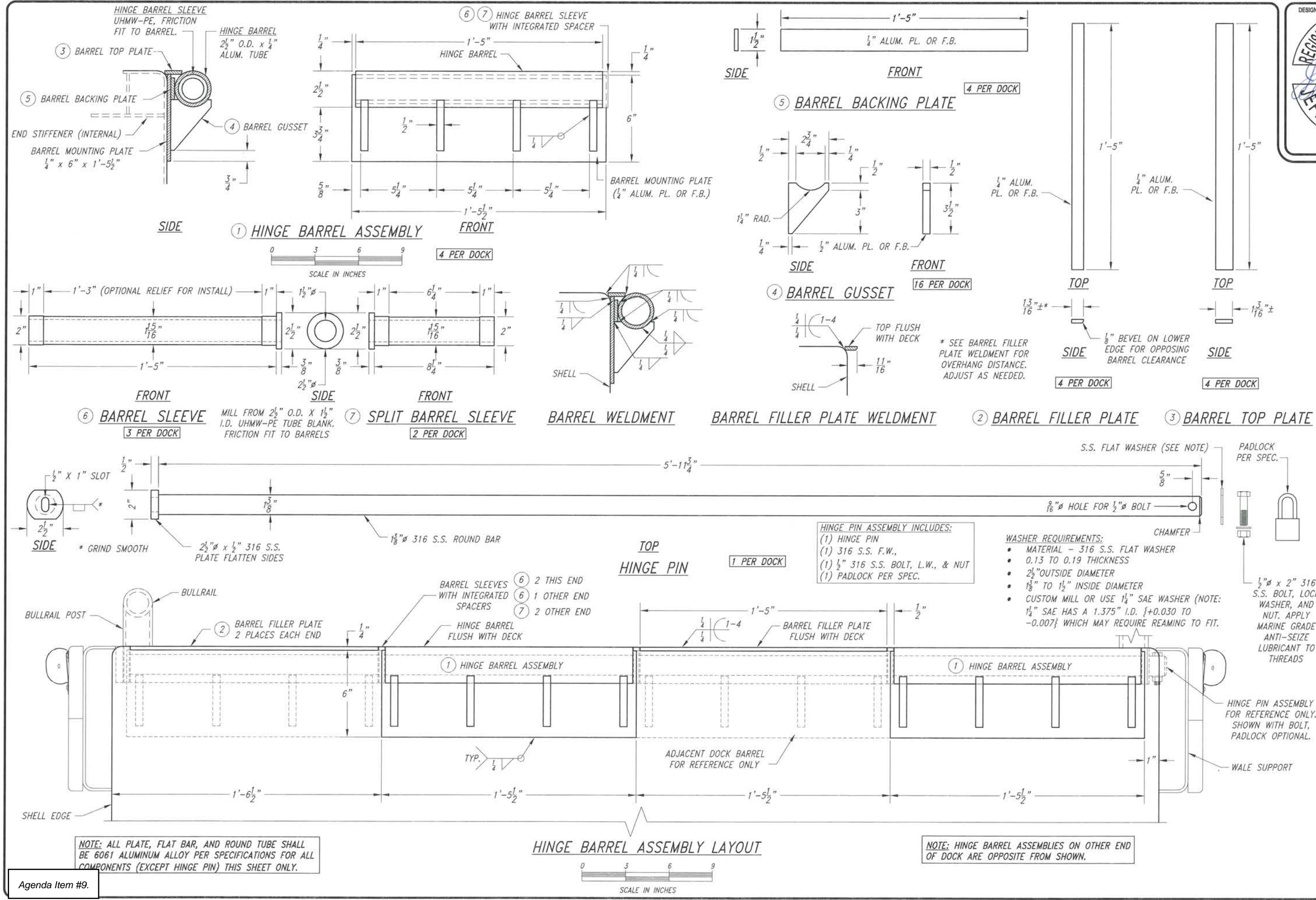


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
WESTPORT RAMP - WESTPORT SLOUGH
CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
HINGE BARREL ASSEMBLY DETAILS

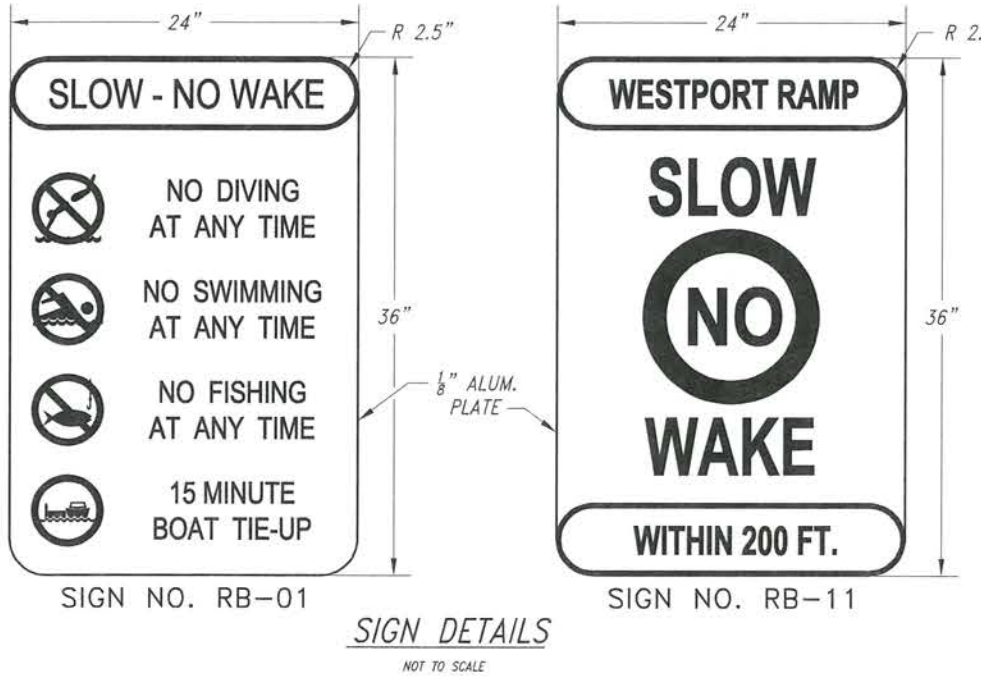
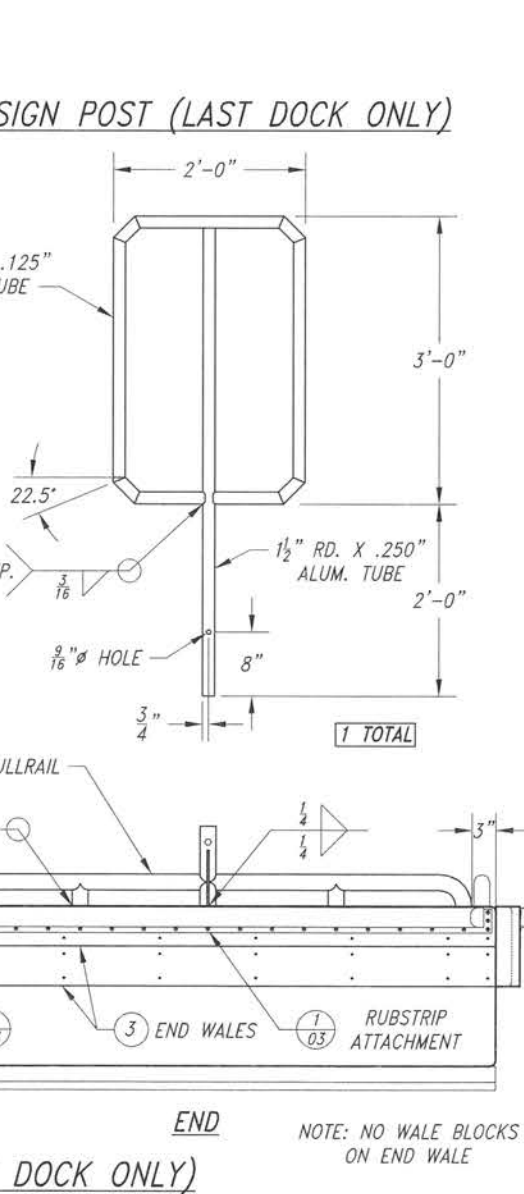
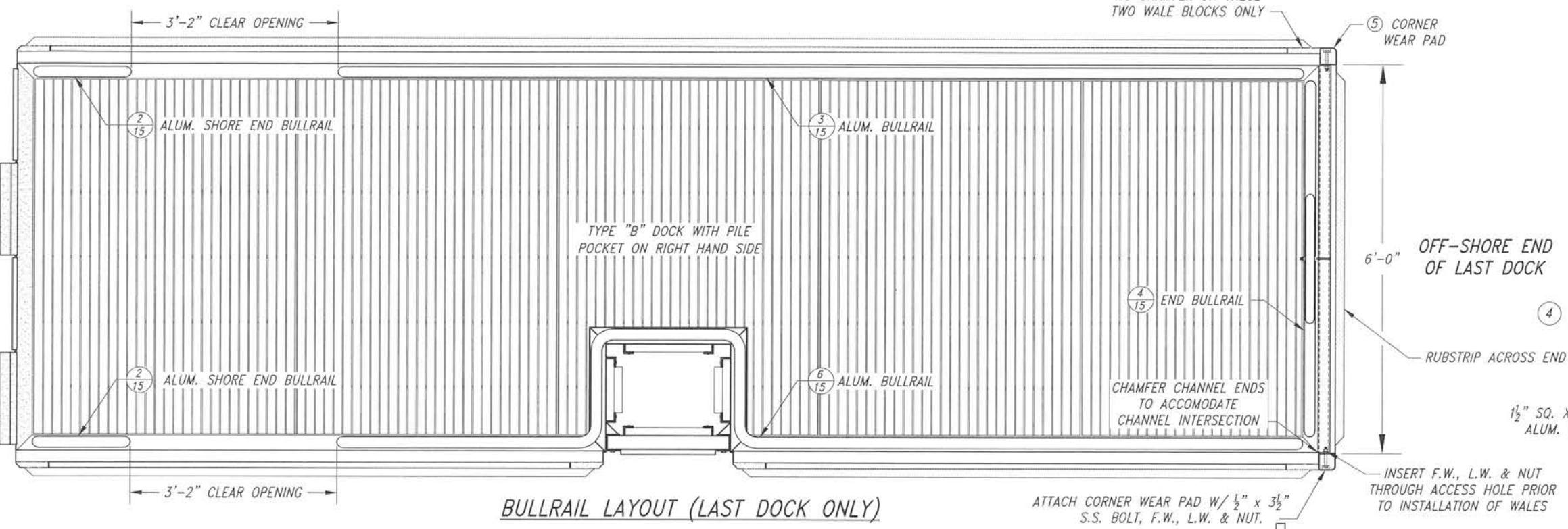
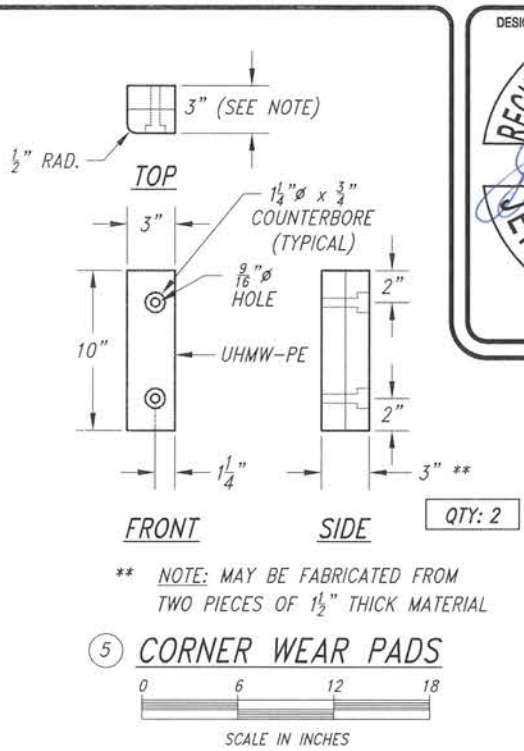
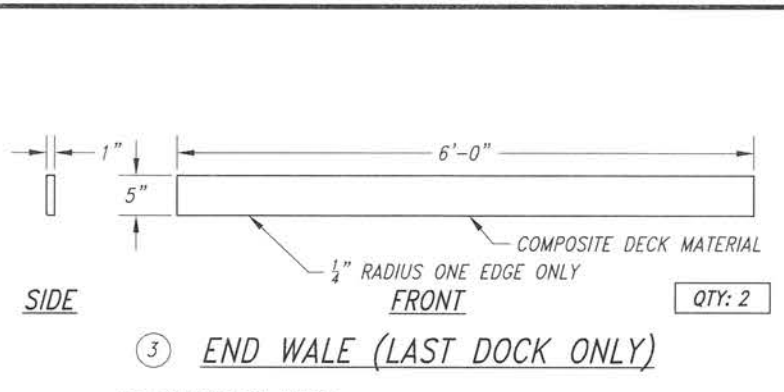
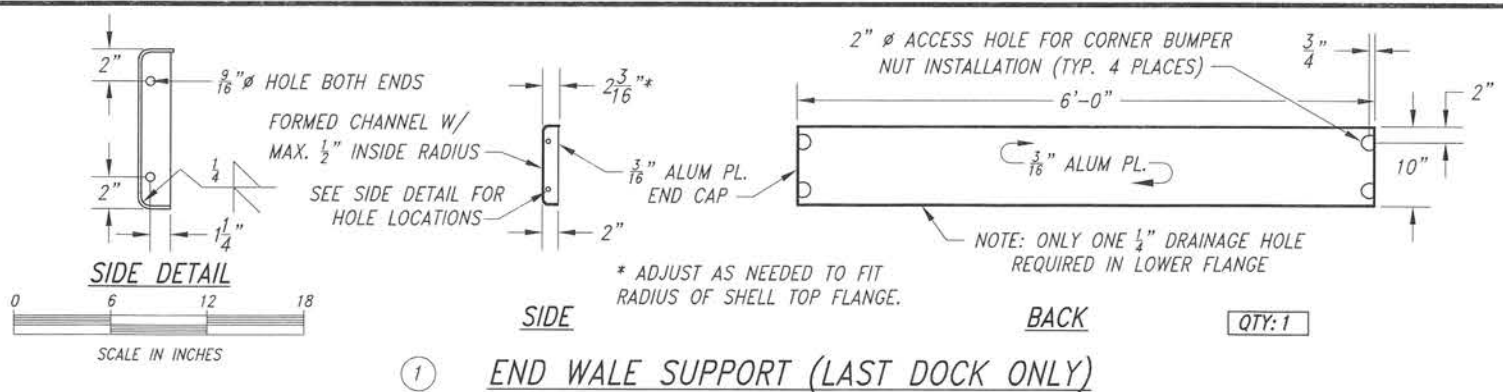
SHEET NUMBER
13

SHEET 13 OF 04
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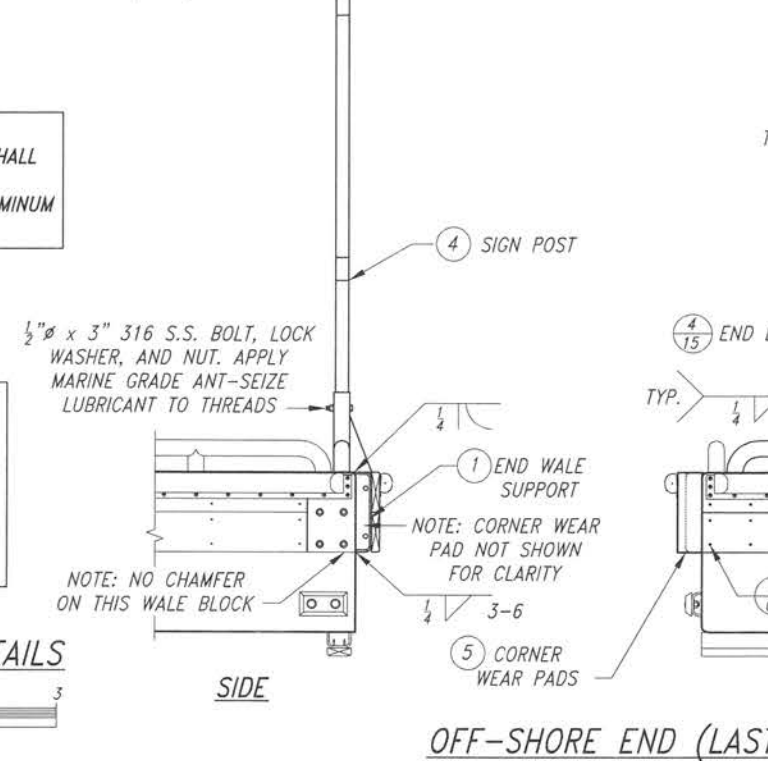
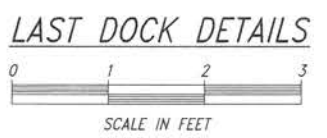


Agenda Item #9.

J:\Projects\Westport Ramp\1597_Permits\Engineering\Final_DockPurchasePlans\13 - Hinge Details (REV 6-18-19).dwg



- NOTES:**
1. ALL PLATE, FLAT BAR, AND FORMED SHAPES SHALL BE 5086 ALUMINUM ALLOY PER SPECIFICATIONS.
 2. ALL ROUND TUBE & PIPE SHALL BE 6061 ALUMINUM ALLOY PER SPECIFICATIONS.
- SIGN NOTES:**
1. SIGNS PURCHASED FROM OREGON CORRECTIONS ENTERPRISES BY OWNER (SEE SPECIFICATIONS).
 2. DELIVERED TO VENDOR FOR ATTACHMENT TO SIGN POSTS. ATTACH TO SIGN POST WITH ALUM RIVETS.
 3. #RB-01 TO BE VISIBLE FROM THE DOCK
 4. #RB-11 TO BE VISIBLE FROM THE WATER



DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-15-20

SHEET STATUS
FINAL
 AS ADVERTISED



PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
LAST DOCK DETAILS

SHEET NUMBER
14

SHEET 14 OF 040
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FINAL CHECK SIGNATURE

DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-15-20

SHEET STATUS
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 AS ADVERTISED

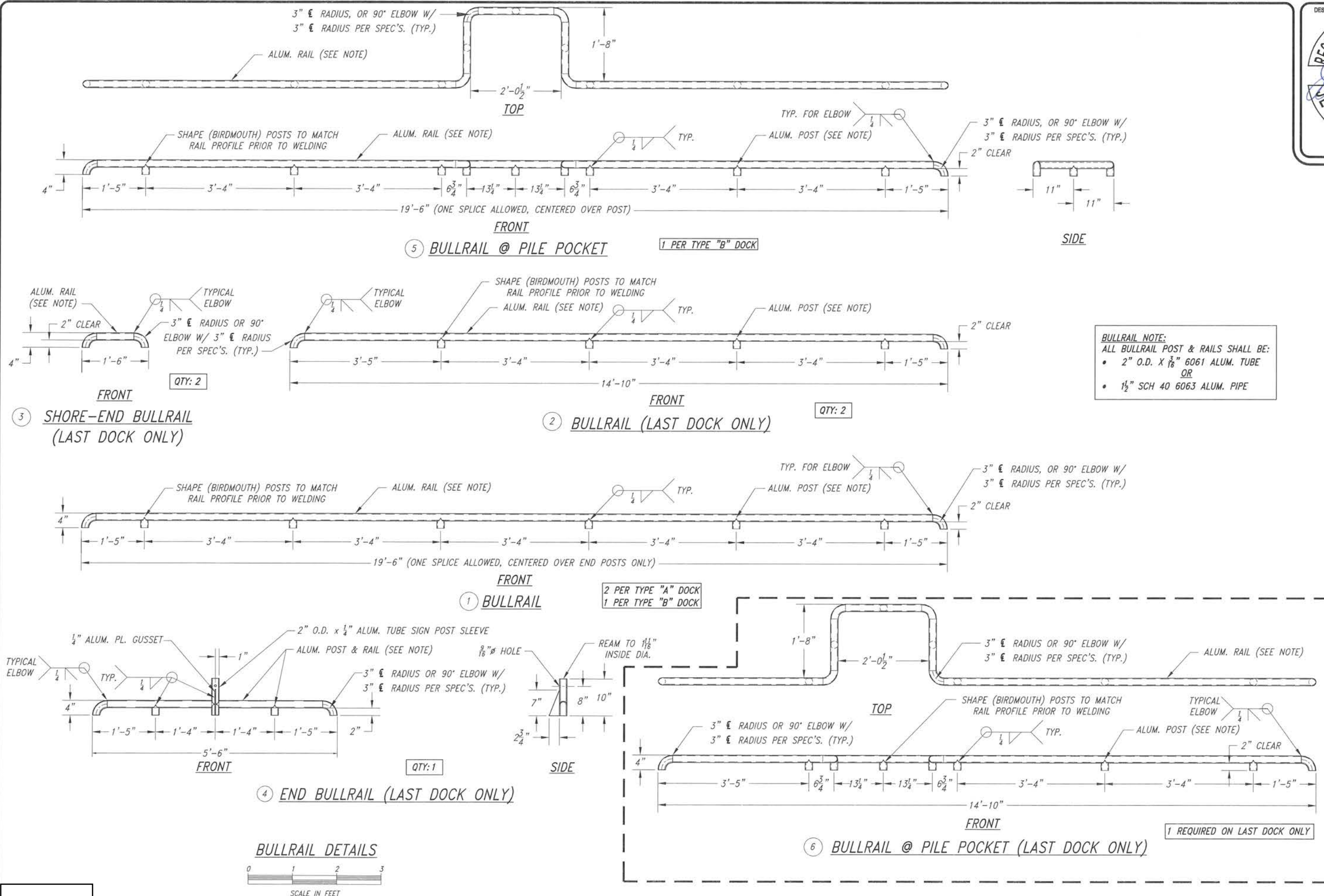


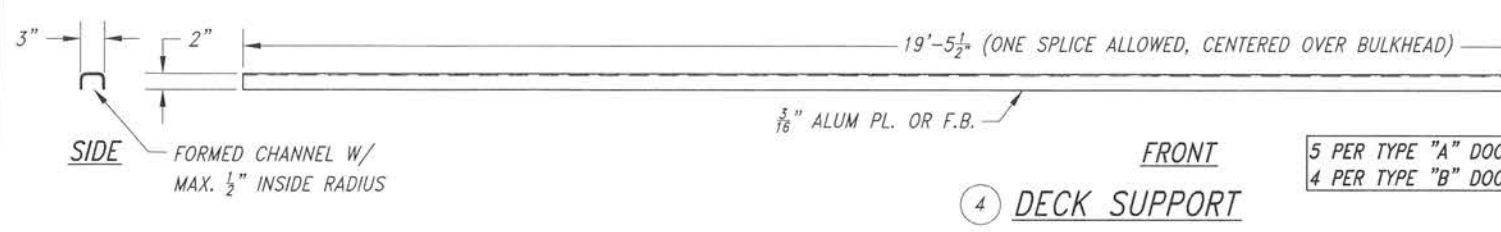
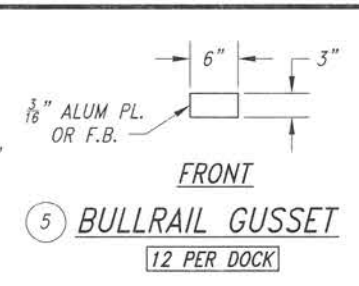
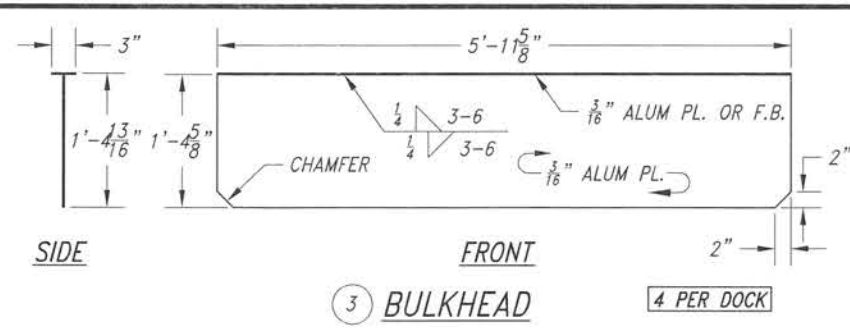
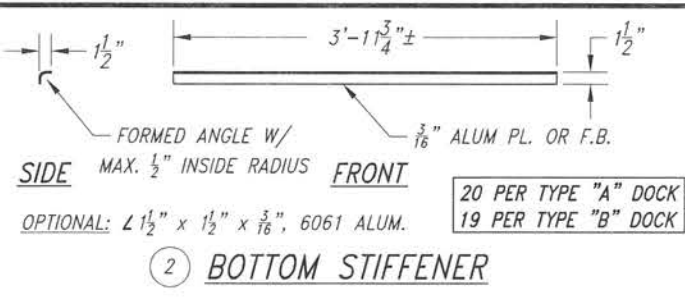
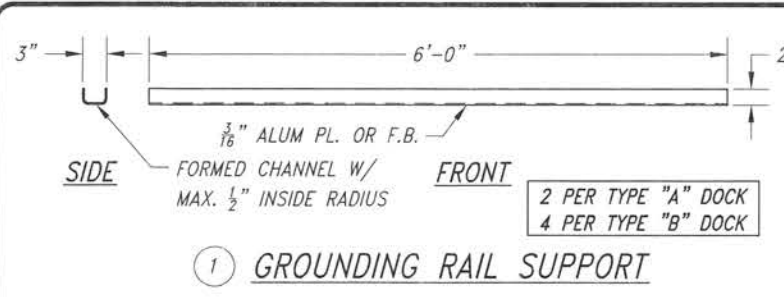
PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
BULLRAIL DETAILS

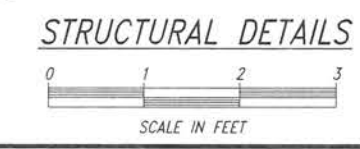
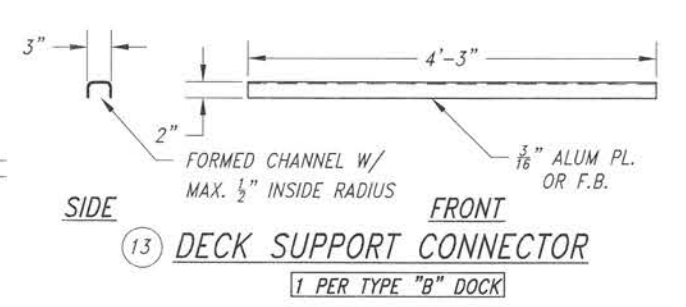
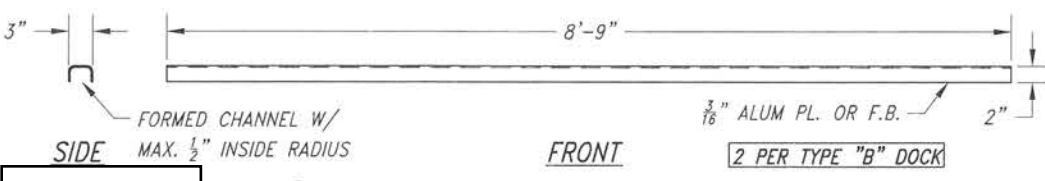
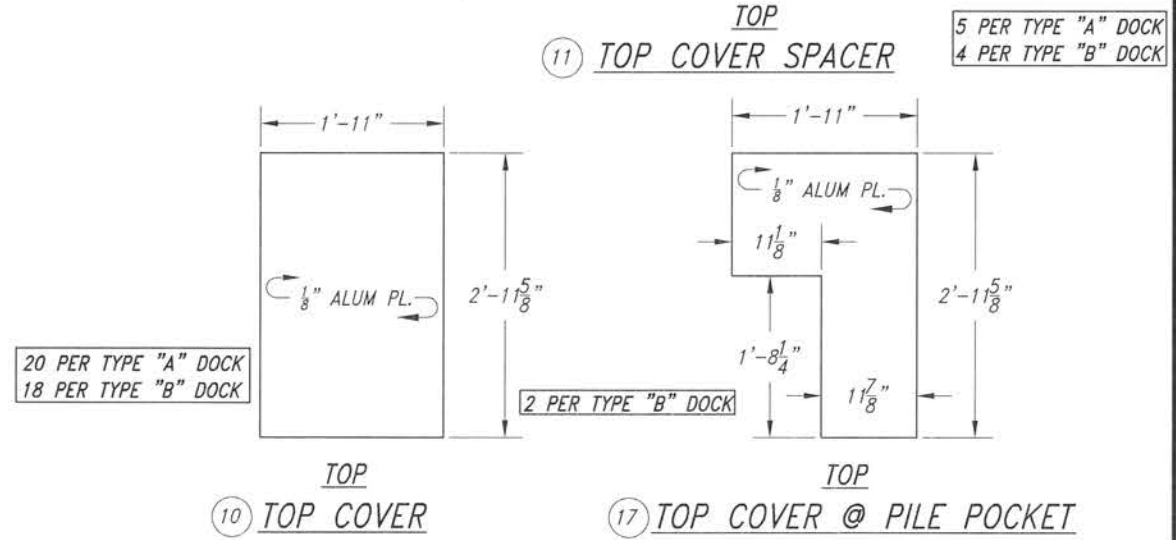
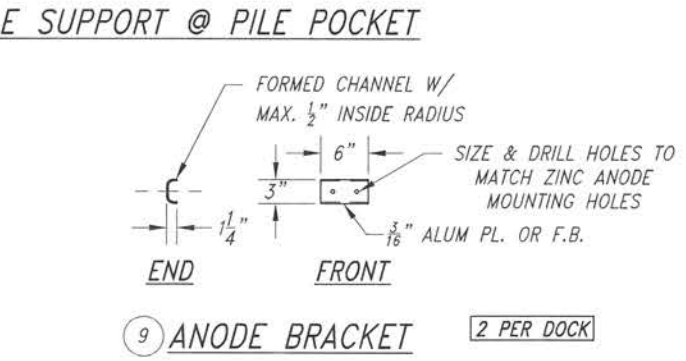
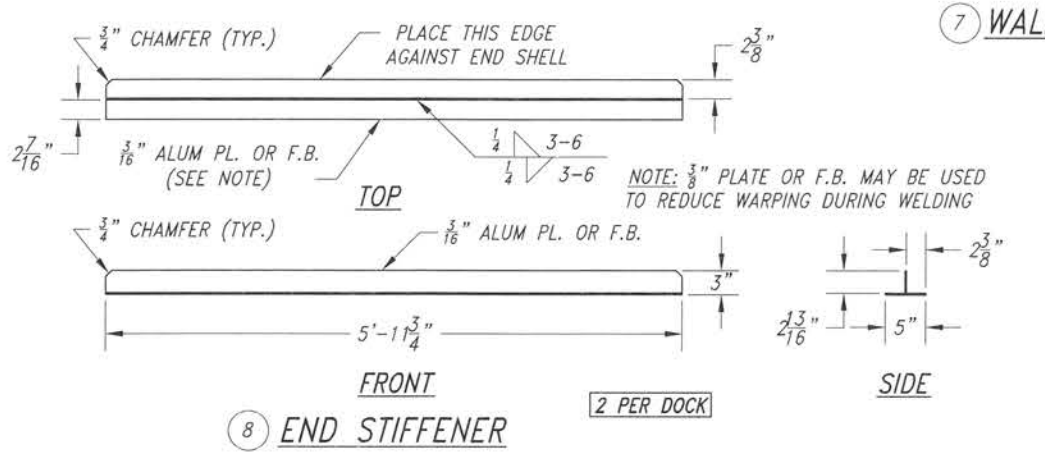
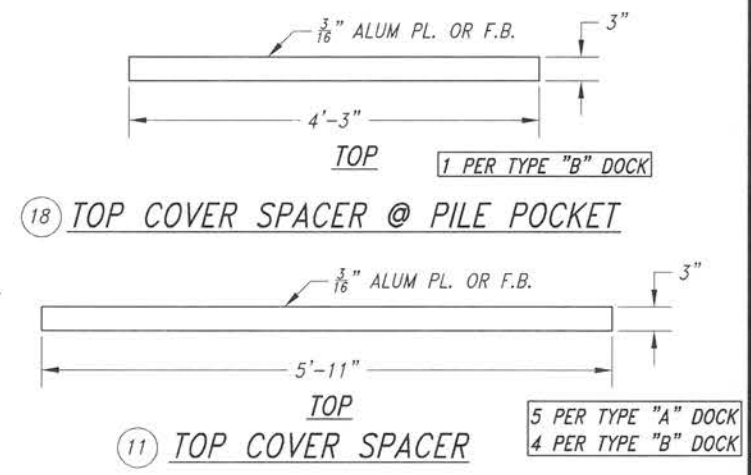
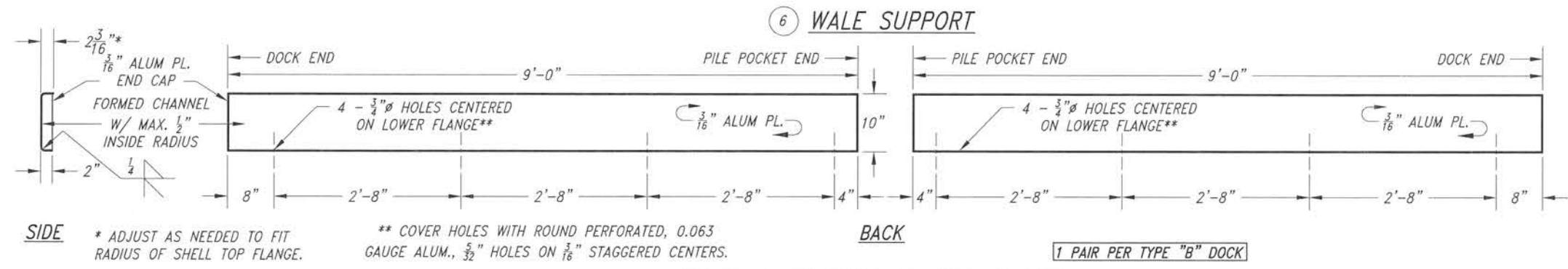
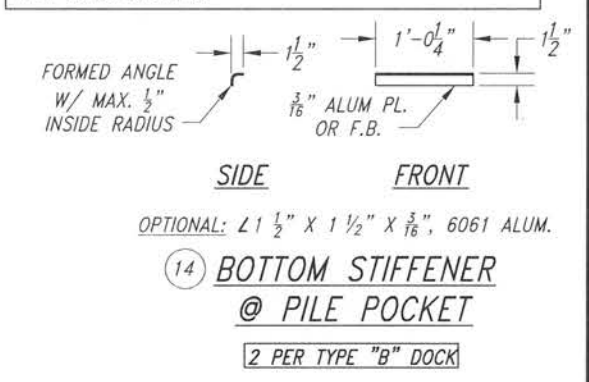
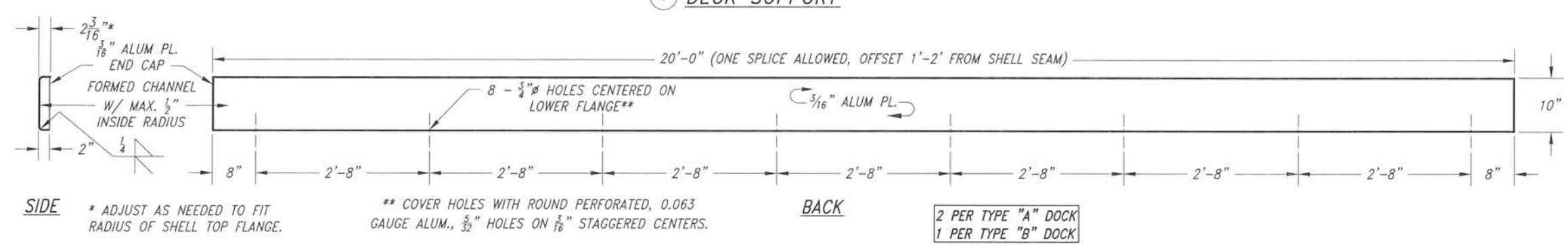
SHEET NUMBER
15

SHEET 15 OF 04
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NOTES:
 1. ALL PLATE, FLAT BAR, AND FORMED SHAPES SHALL BE 5086 ALUMINUM ALLOY PER SPECIFICATIONS.
 2. ALL ROUND TUBE SHALL BE 6061 ALUMINUM ALLOY PER SPECIFICATIONS.



DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-15-20

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 AS ADVERTISED



PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
 STRUCTURAL DETAILS

SHEET NUMBER
16

SHEET 16 OF 040
 Page 254

Agenda Item #9.



FINAL CHECK SIGNATURE

DESIGNER: OSMB
DRAFTER: OSMB
DATE: 12-15-20

SHEET STATUS
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AS ADVERTISED

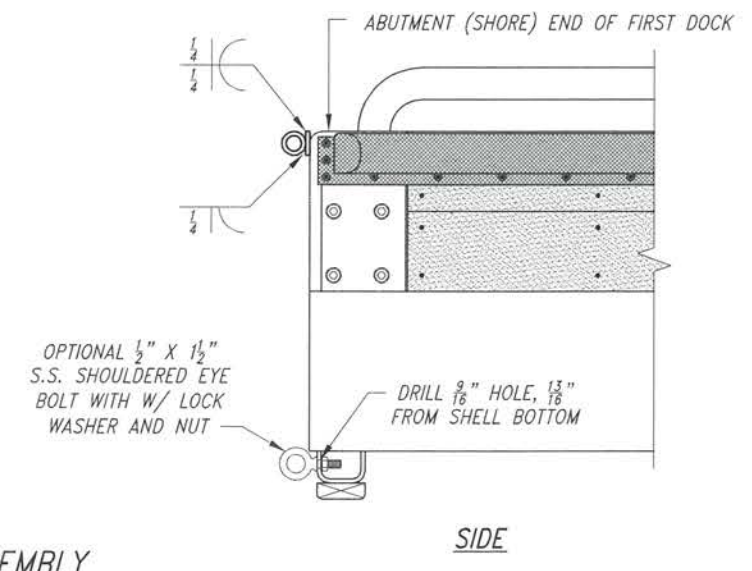
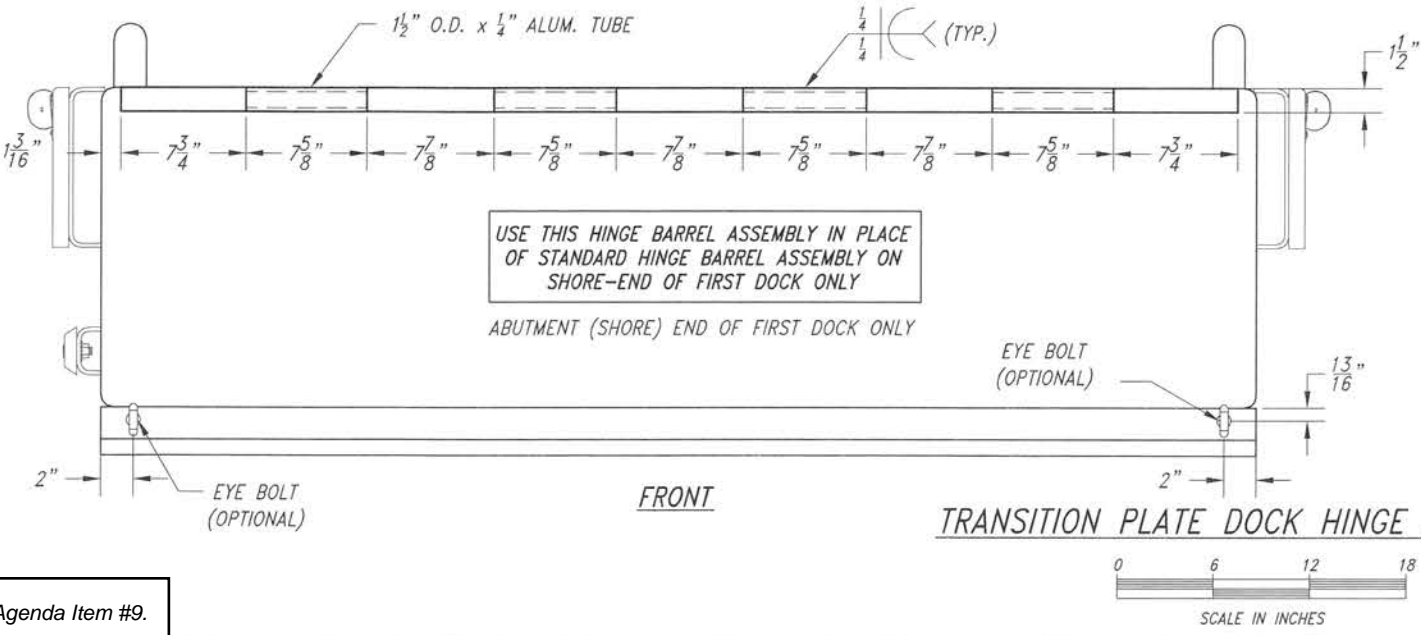
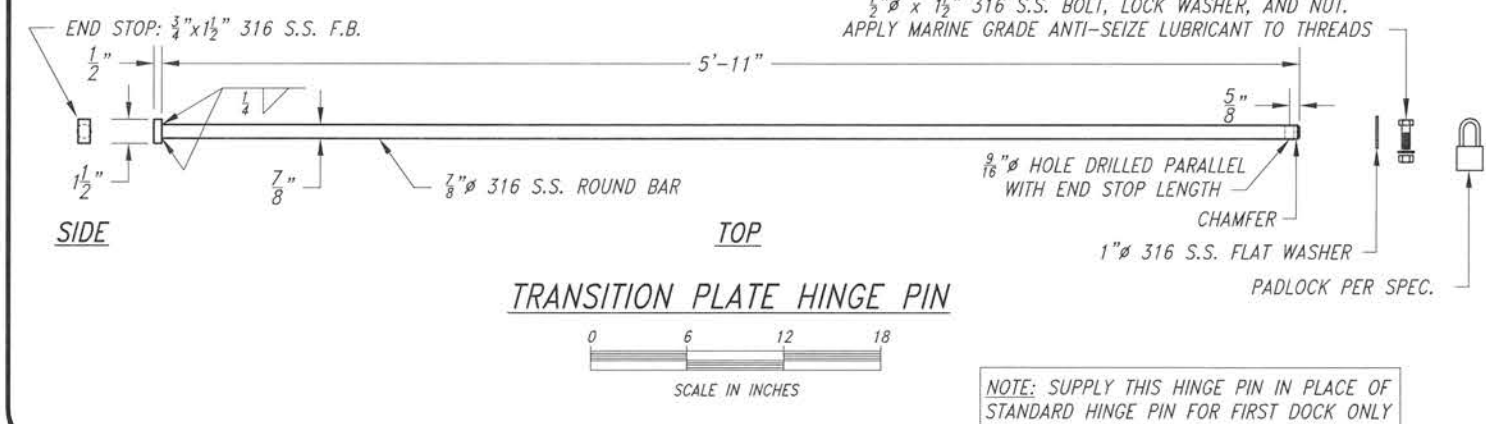
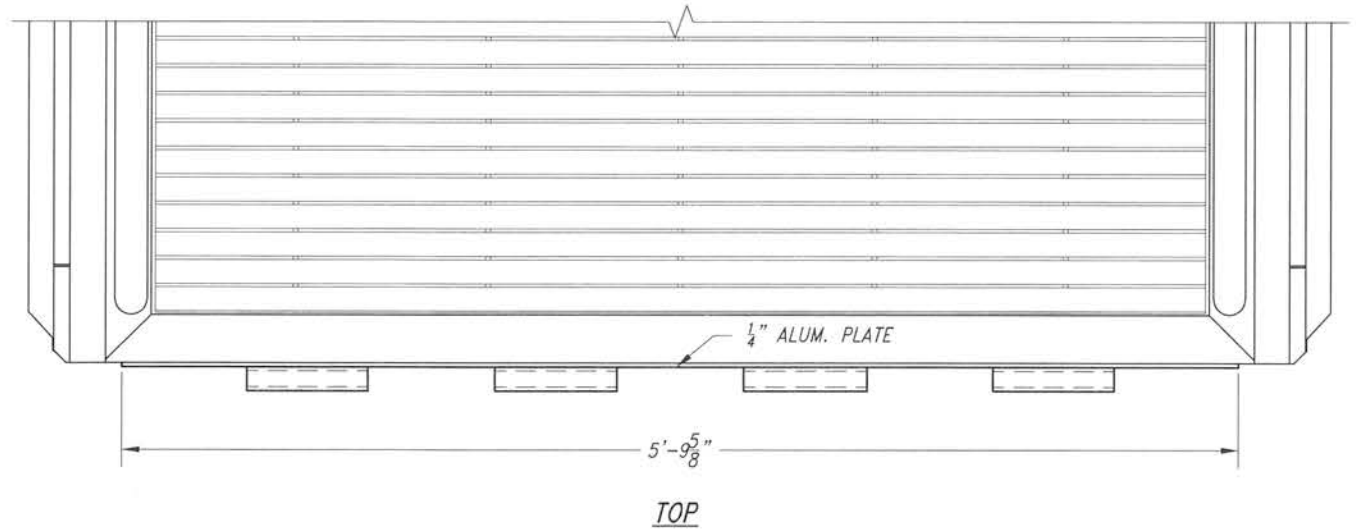
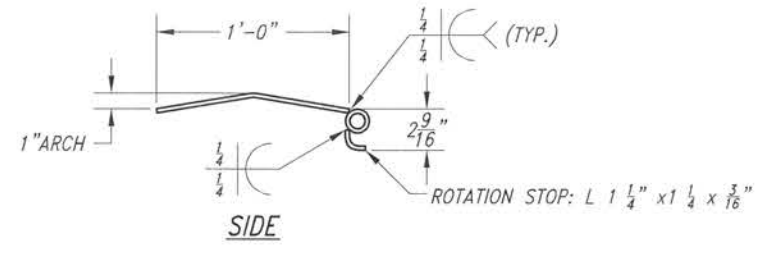
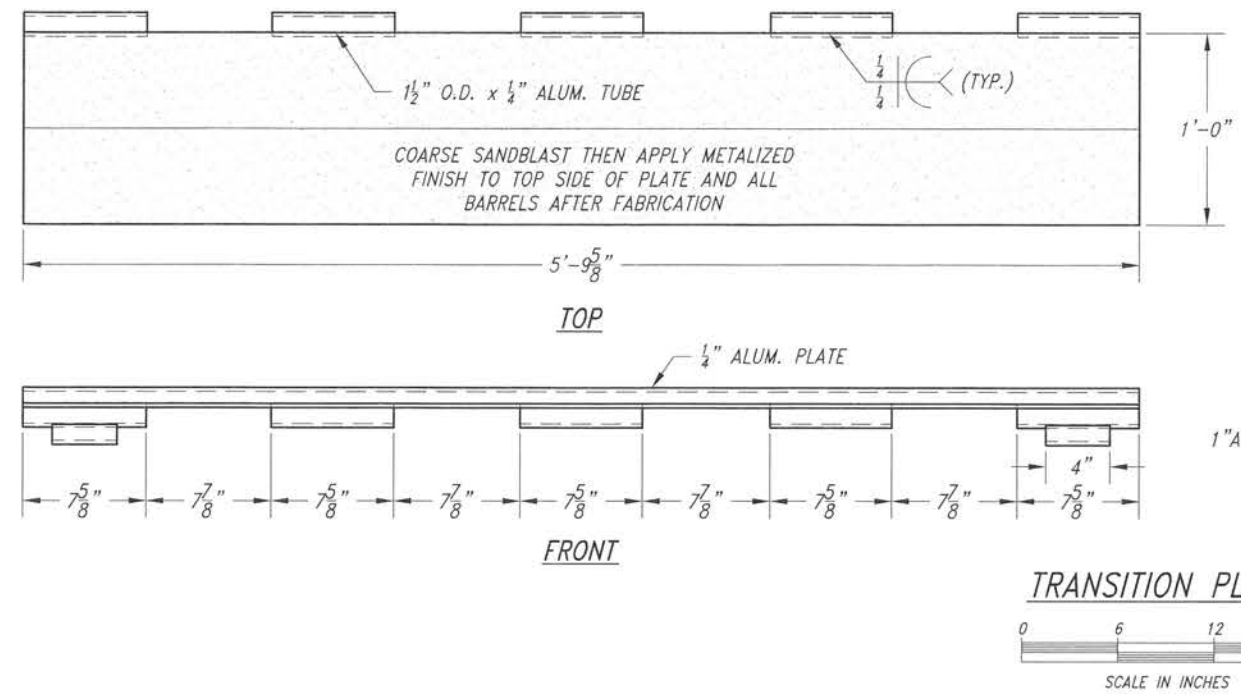


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
WESTPORT RAMP - WESTPORT SLOUGH
CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
12" TRANSITION PLATE - DOCK TO ABUTMENT

SHEET NUMBER
17

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Page 255



THE OPTIONAL EYE BOLTS ARE ONLY REQUIRED WHEN USING A CROSS CABLING ATTACHEMENT TO THE ABUTMENT. SEE SPECIFICATIONS FOR PROJECT APPLICABILITY

NOTE: ALL PLATE, FLAT BAR, AND ROUND TUBE SHALL BE 6061 ALUMINUM ALLOY PER SPECIFICATIONS FOR ALL COMPONENTS THIS SHEET ONLY. EXCEPTION: TRANSITION PLATE MAY BE 5086 TO ACCOMMODATE BENDING.

Agenda Item #9.



FINAL CHECK SIGNATURE

DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-15-20

SHEET STATUS
FINAL
 AS ADVERTISED

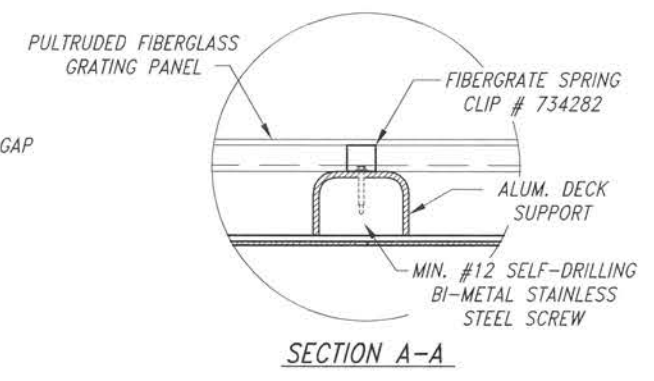
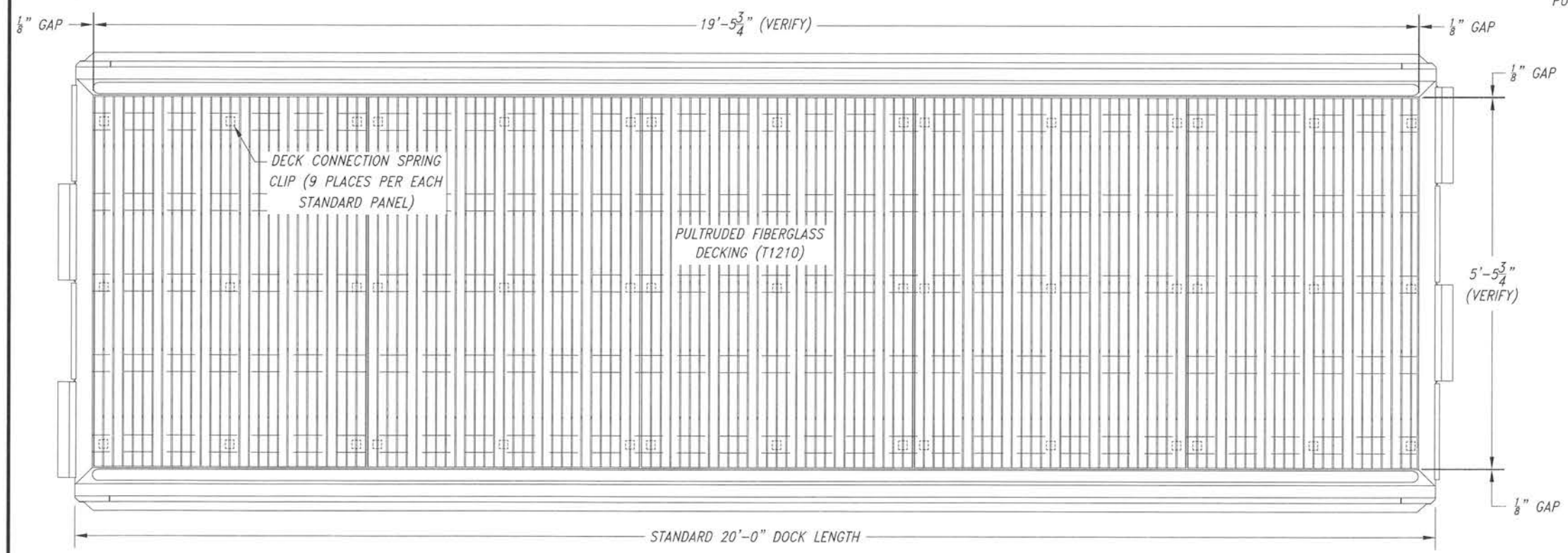
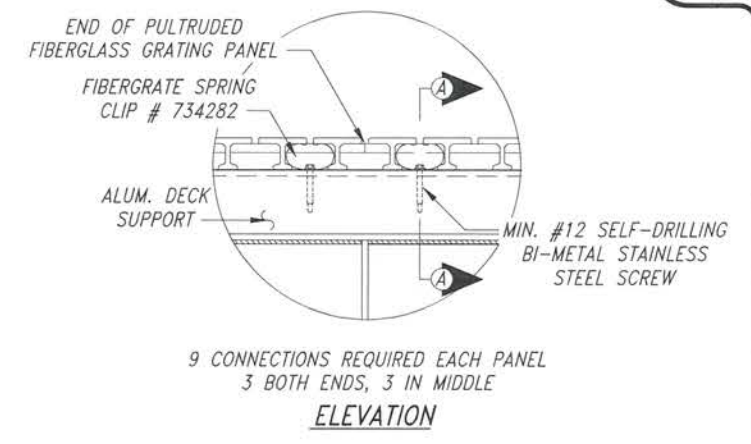
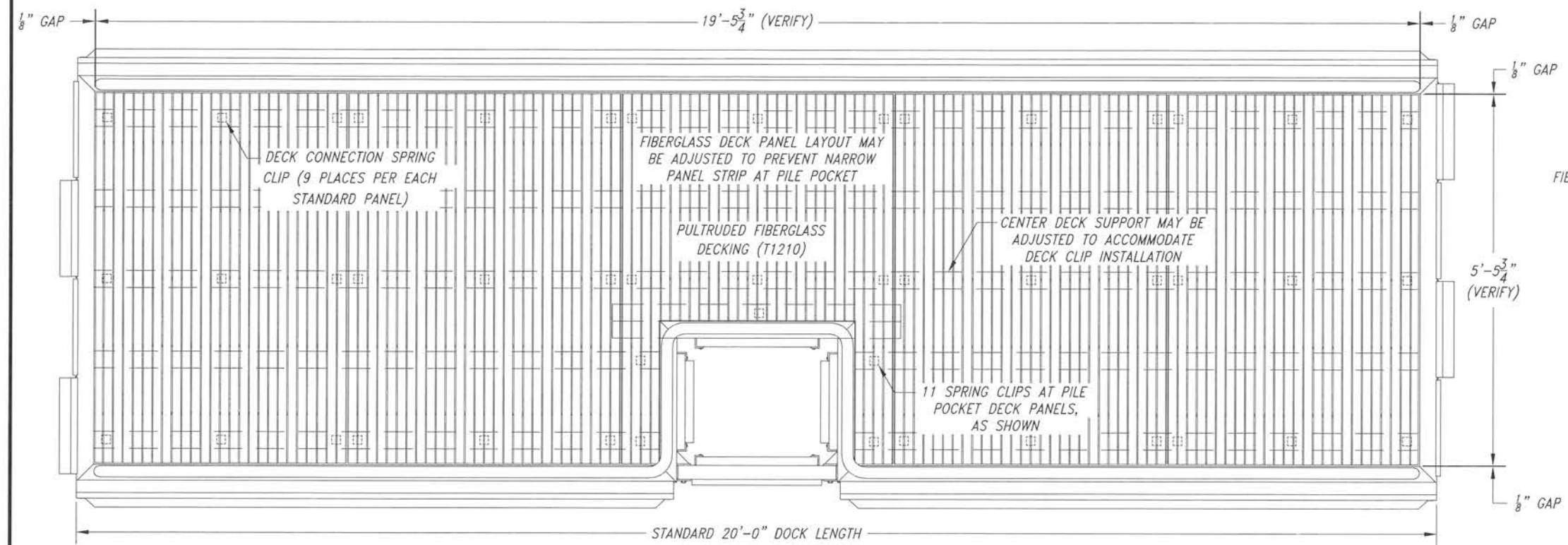


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

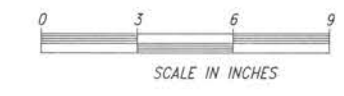
SHEET DESCRIPTION:
FIBERGLASS DECK PANEL DETAILS

SHEET NUMBER
18

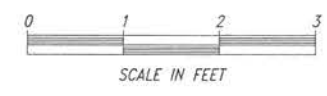
SHEET 18 OF 04
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DECKING CONNECTION DETAILS



PULTRUDED FIBERGLASS DECKING LAYOUTS



Agenda Item #9.

J:\Projects\Westport Ramp\1597_Permits\Engineering\Final_DockPurchasePlans18 - Fiberglass Deck Panel Details.dwg

**SPECIFICATIONS
FOR
ALUMINUM BOARDING DOCKS
FABRICATE, DELIVER, & OFFLOAD
WESTPORT RAMP, WESTPORT SLOUGH
FOR
CLATSOP COUNTY PARKS DEPARTMENT**



Approved By:
Jeffery W. Smith P.E
Oregon State Marine Board
Senior Facilities Engineer



Prepared By:
Joseph Glossop
Boating Facilities Designer
12/15/2020

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ALUMINUM BOARDING DOCKS
FABRICATE & DELIVER
BERNERT LANDING BOAT RAMP
WILLAMETTE RIVER – MILE 28.4
FOR THE CITY OF WEST LINN

TABLE OF CONTENTS

SECTION		NO. OF PAGES
01010	SUMMARY OF WORK.....	2
01019	CONTRACT CONSIDERATIONS.....	1
01090	REFERENCE STANDARDS AND ABBREVIATIONS.....	1
01305	SUBMITTALS.....	3
05150	ALUMINUM BOARDING DOCKS.....	21

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SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Location for delivery is a county yard on the North East corner of Koppisch Road and Hillcrest Loop Road intersection (between the communities of Knappa & Svensen) Clatsop County, Oregon.
- B. Major project components are as follows:
- Fabrication of aluminum boarding docks to replace existing wood docks.
 - Delivery and offloading as specified by the Owner to a storage site on the North East corner of Koppisch Road and Hillcrest Loop Road intersection (between the communities of Knappa & Svensen).
- C. Removal of old docks and installation of new docks are not part of this project.
- D. Project is for the Clatsop County Parks Department, referred to hereafter as Owner.
- E. The Owner's Representative is:
- | | |
|-----------------------------|---|
| Steve Meshke | Phone: 503-325-6452 |
| Natural Resources Manager | Fax: 503-325-2753 |
| Clatsop County Parks Dept. | Email: spmeshke@co.clatsop.or.us |
| 2001 Marine Drive, Room 253 | |
| Astoria, OR 97103 | |
- F. The Engineer of Record is:
- | | |
|---------------------------|---|
| Jeffery W. Smith, P.E. | Phone: (503) 480-6090 |
| Sr. Facilities Engineer | Fax: (503) 378-4597 |
| Oregon State Marine Board | Email: Jeff.SMITH@oregon.gov |
| 435 Commercial Street NE | |
| Salem, OR 97309-5065 | |
- G. The Engineer's Representative is:
- | | |
|-----------------------------|---------------------------------|
| Joe Glossop | Phone: (503) 507-4082 |
| Boating Facilities Designer | Fax:(503) 378-4597 |
| Oregon State Marine Board | Email:Joseph.Glossop@oregon.gov |
| 435 Commercial Street NE | |
| Salem, OR 97309-5065 | |
- H. This project is bid out as a **LUMP SUM CONTRACT** and the Contractor shall furnish all labor, equipment, and materials necessary to complete work in accordance with the drawings, specifications, and terms of the contract.
- I. Value Engineering, whereby the Contractor suggests alternate design and/or materials for a reduced cost and share in the savings, is **NOT** a component of this project contract.

1.2 DRAWINGS

The following eighteen [18] drawings hereby form a part of this contract:

- 0402 – NG – 01 Title Sheet
- 0402 – NG – 02 Boarding Dock Layout Plan
- 0402 – NG – 03 Aluminum Boarding Dock Views (Type "A" Dock)
- 0402 – NG – 04 Aluminum Boarding Dock Views (Type "B" Dock)
- 0402 – NG – 05 Aluminum Boarding Dock Sections
- 0402 – NG – 06 Shell Details (Type "A" Dock)
- 0402 – NG – 07 Shell Details (Type "B" Dock)
- 0402 – NG – 08 Structural Layout
- 0402 – NG – 09 Foam, Concrete, Wale Details
- 0402 – NG – 10 Topside Layout (Type "A" Dock)
- 0402 – NG – 11 Topside Layout (Type "B" Dock)
- 0402 – NG – 12 Pile Pocket Details
- 0402 – NG – 13 Hinge Barrel Assembly Details
- 0402 – NG – 14 Last Dock Details
- 0402 – NG – 15 Bullrail Details
- 0402 – NG – 16 Structural Details
- 0402 – NG – 17 Abutment Transition Plate
- 0402 – NG – 18 Fiberglass Deck Panel Details

END OF SECTION 01010

SECTION 01019 - CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.1 PROJECT COMPLETION

- A. Provide the following documents:
- B. A written request for final inspection.
- C. A clean set of drawings marked, showing all deviations from the planned construction (as built) and representing a complete record of the actual location of all completed work.
- D. Provide test results and inspection reports as required.
- E. Contractor's Application for Payment Form, Final Payment Request and Contractors Release of Liens & Claims Form.

END OF SECTION 01019

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SECTION 01090 - REFERENCE STANDARDS AND ABBREVIATIONS

PART 1 - GENERAL

1.1 REFERENCED STANDARDS & ABBREVIATIONS:

- A. All work shall conform to the current edition of the following referenced standards:
- | | |
|--------|--|
| AA | Aluminum Association |
| AASHTO | American Association of State Highway and Transportation Officials |
| ACI | American Concrete Institute |
| ACM | American Construction Manual |
| ADA | American's with Disabilities Act Standards for Accessible Design |
| AISC | American Institute of Steel Construction |
| ANSI | American National Standards Institute |
| APA | American Plywood Association |
| APWA | American Public Works Association |
| ASTM | American Society for Testing and Materials |
| AWPA | American Wood Preservers' Association |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| DFPA | Division for Product Approval of American Plywood Association |
| IBC | International Building Code |
| OSSC | State of Oregon Structural Specialty Code |
| ISSA | International Slurry Surfacing Association |
| NEC | National Electric Code |
| ODOT | Oregon Standard Specifications for Construction
by the Oregon Department of Transportation. |
| OSHA | Occupational Safety and Health Administration |
| QPL | Qualified Products Listing by the Oregon Department of Transportation,
Materials and Research Section |
| UPC | Uniform Plumbing Code |
| OPSC | State of Oregon Plumbing Specialty Code |
| WAQTC | Western Alliance for Quality Transportation Construction |
| WCLIB | West Coast Lumber Inspection Bureau |
| WWPI | Western Wood Preservers Institute |

END OF SECTION 01090

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SECTION 01305 – PRODUCT AND MATERIAL SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section specifies transmittal instructions, the number of copies of Contractor submittals to be provided, and distribution of those submittals as required in the General Conditions.
- B. Submittals may include:
 - 1. Product Submittals
 - 2. Materials Submittals
 - 3. Equipment Submittals
 - 4. Shop Drawings

PART 2 - REQUIRED SUBMITTALS

- 2.1 Submittals are required if indicated in the specification sections.
- 2.2 Deviation from Contract: Submit a request for substitution for deviations from the Specifications or Drawings. Include the reason for the deviation and cost differential for the deviation. Deviations from the Contract shall be authorized only if previously approved in writing.
- 2.3 The Engineer of Record (or the Engineer's Representative) reserves the right to ask for Submittals that are not referenced in this document.
- 2.4 The Engineer of Record (or the Engineer's Representative) reserves the right to waive select submittal requirements only for reasons detailed in Section 05150 1.5.

PART 3 - EXECUTION

3.1 SUBMISSIONS

- A. Submittals Format
 - 1. The preferred format for submittals is in electronic format.
 - 2. If hard copies are submitted, the contractor shall submit three (3) copies of all required information. Individual sheets shall not exceed 11"x 17" in size.
- B. Each submittal shall be accompanied by a Submittal Transmittal Form. The Submittal Transmittal Form shall indicate:
 - 1. Which specific product is being proposed.

2. How the product is being used (indicate specific specification sections where applicable).
 3. Size and quantities (if applicable).
- C. Submittals shall be received by the Engineer of Record (or the Engineer's Representative) not less than fourteen (14) calendar days prior to purchase and/or installation.
- D. Submittal Completeness: Submittals which do not have all the required information are not acceptable and will be returned without review.

3.2 REVIEW PROCEDURE

- A. The Engineer of Record (or the Engineer's Representative) will review the submittal for conformance to the plans and specifications. After review, the submittal will be returned to the Contractor, and a Copy shall be supplied to the Owner. The returned material will consist of one (1) marked-up copy of the submittal. Additional copies as needed will be the responsibility of the Contractor. The returned submittal will indicate one of the following actions:
1. **"Accepted as Submitted"** - If the review indicates the material, equipment or work method is in general conformance with the Contract Drawings/Specifications, the submittal copies shall be marked "Accepted as Submitted." In this event, the Contractor may begin to incorporate the material/equipment/work method covered in the submittal.
 2. **"Accepted as Noted"** - If the review indicates the submittal is insufficient or that limited corrections are required, the submittal copies may be marked "Accepted as Noted." The Contractor may begin to implement the work method or incorporate materials/comments covered in the submittal in accordance with the corrections/comments noted.
 3. **"Correct and Resubmit"** - If the review reveals the submittal is insufficient or contains incorrect data and the comments require revision and resubmittal, the submittal copies shall be marked "Correct and Resubmit." In this case, the Contractor shall not then undertake work covered by this submittal until the submittal has been revised, resubmitted, and returned to the Contractor with a marking of "Accepted" or "Accepted as Noted."
 4. **"Review Not Required"** - If the review reveals the material, equipment, or work does not require submittal, then the submitted copies shall be marked "Review Not Required" In this event, the Contractor may begin to incorporate the material/equipment/work covered by the submittal and no further action is required.

3.3 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

- A. A mark of "Accepted" or "Accepted as Noted" shall mean the Engineer of Record (or the Engineer's Representative) has no objection to the Contractor, upon the Contractor's own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

B. The Contractor shall furnish to the Engineer the following items for equipment, articles, and materials incorporated in the work:

1. Submittals for items identified in individual specification sections.
2. Manufacturer's special tools and special accessories normally furnished by the manufacturer and which, by their specific nature and special design, are suited for convenient and expeditious adjustment, maintenance, and repair.
3. Two sets of installation instructions, parts lists; routine preventative maintenance and operation manuals; corrective maintenance instructions; drawings and other like data pertinent for maintenance and repair.
4. Manufacturer's and dealer's warranties and guarantees which are normally available to purchasers. Such warranties and guarantees shall be made effective to the Owner as the purchaser.

END OF SECTION 01305

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SECTION 05150- ALUMINUM BOARDING DOCKS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The work under this item shall consist of all labor, materials, tools and equipment necessary to fabricate, assemble and furnish aluminum boarding docks, transition plates, pile pockets, external pile hoops and all other miscellaneous dock items as shown on the plans. Work may also include the fabrication of a steel abutment hinge assembly if required.
- B. Work also includes the delivery and off-loading of the dock system at the site of installation. Work does not include the installation of the dock system. Each completed 6'x20' dock has a theoretical dry weight of approximately 3,800 lbs.
- C. The manufacture of the complete dock system shall be performed by experienced personnel meeting the qualifications listed in this specification.
 - 1. Dock manufacturer must be experienced and regularly engaged in the manufacture of aluminum structures with a minimum of five (5) years consecutive experience.
 - 2. Welders shall be currently certified in accordance with the latest AWS structural welding codes (AWS D1.1 for Steel and AWS D1.2 for Aluminum) and have been regularly engaged in welding for a period of at least three (3) continuous months.

1.2 DOCK CONFIGURATIONS

- A. Individual docks are 6'x20' (nominal) and designated as either Type "A" or Type "B". Type "A" is continuous where Type "B" has an integrated pile pocket. For this project a combination of Type "A" and Type "B" docks will be used. Quantities of each dock type and the installed dock layout are shown on the plans.
- B. The off-shore end of the last dock will require modifications. For this project that will be a Type "B" dock. Reference should be made to the dock layout drawing for confirmation of dock type.
- C. The shore end of the first dock utilizes a transition plate and will require modifications. For this project that will be a Type "B" dock. Reference should be made to the dock layout drawing for confirmation of dock type.

1.3 REFERENCES

- A. AWS D1.1 -Structural Welding Code, Steel, American Welding Society
- B. AWS D1.2 - Structural Welding Code, Aluminum, American Welding Society
- C. ASTM Standards- American Society of Testing and Materials
- D. International Building Code, International Code Council
- E. Specification for Aluminum Structures, Aluminum Association

- F. Specification for the Design, Fabrication and Erection of Structural Steel for Buildings – American Institute of Steel Construction

1.4 RELATED DOCUMENTS

- A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions and General Requirements apply to this work as if specified in this section.

1.5 SUBMITTALS

- A. General: Manufacturers with no prior experience fabricating the Oregon State Marine Board aluminum boarding dock design shall be required to comply with the requirements of this section. At the discretion of the Engineer-of-Record, select submittal requirements (including shop drawings) may be waived from known manufacturers who are regularly engaged in the manufacturer of the Oregon State Marine Board aluminum boarding dock design.

- B. Experience: Within seven (7) days after the issuance of the Notice of Intent to Award, the Dock Manufacturer shall submit written documentation to show that the Dock Manufacturer has been regularly engaged in the manufacture of aluminum structures for a minimum of five (5) years. This requirement may be waived for known manufacturers who are regularly engaged in the manufacturer of the Oregon State Marine Board aluminum boarding dock design.

- C. Shop Drawings: Within twenty (20) days after issuance of the Notice to Proceed, complete dock shop drawings shall be submitted by the dock manufacturer for review and acceptance. The engineer will provide electronic copies of the construction drawings, after the Notice to Proceed, to assist in the creation of shop drawings. The shop drawings shall include all necessary layout plans, elevations, cross-sections, fabrication details, dimensions, materials, hardware, and finishes of all manufactured dock components to fully describe the work. Fabrication of the docks shall not begin until the shop drawings have been reviewed and returned as accepted.

1. One (1) set of shop drawings shall be submitted electronically for review. One set of shop drawings will be returned after review and comments.
2. Review and acceptance of shop drawings shall be for general conformance only. It shall remain the responsibility of the Contractor and manufacturer to comply with all Contract requirements.

- D. Product Data: Submit manufacturer's data sheets or catalog cuts of all materials and products to be fabricated and installed under this section for approval prior to ordering.

1. Pultruded fiberglass grating and associated fasteners
2. Rubstrips
3. UHMW Polyethylene
4. Expanded polystyrene foam
5. Concrete mix design
6. Barrier coating material for concrete/aluminum isolation

7. Zinc Anodes
 8. Bullrail ends (if used)
 9. Perforated sheet for drainage holes
 10. All fastening hardware (nuts, bolts, screws, washers, padlocks)
 11. Boat regulatory signs (typically submitted directly to engineer by OCE sign shop).
 12. Metalized finish for transition plates.
- E. Test Reports and Certificates of Compliance: Submit test reports and mill certificates for all structural materials for approval prior to ordering. Test reports and certificates shall substantiate the required mechanical properties of all structural materials incorporated into the work.
1. Structural Aluminum
 2. Stainless Steel
 3. Fasteners
 4. Mild Steel
 5. Galvanizing
- F. Welding Procedures and Welder Qualifications: Submit weld procedure specifications (WPS) and procedure qualification records (PQR) for all structural welds and welders qualification test records or certificates for all persons anticipated to perform structural welding in conformance with AWS D1.2. All qualification documentation shall be submitted for review and approval prior to the beginning of any work on the docks.
- G. Manufacturer's Instructions: Submit all manufacturer's suggested handling, shipping and installation procedures and maintenance recommendations prior to the shipment and installation of the dock system.
- H. Inspections: The Owner, Engineer of Record, or their representative(s) reserves the right to inspect the construction at any time throughout the manufacturing process. Submit and keep updated the manufacturing schedule for all dock components so that inspection visits can be arranged at appropriate times.

1.6 MANUFACTURER'S RESPONSIBILITIES

- A. The manufacturer shall be solely responsible for the means, methods, techniques, sequences and procedures used for the fabrication of the docks and related components. The manufacturer shall be responsible for overseeing that the finished work complies accurately with the Contract Plans, Specifications and the approved Shop Drawings.

Note: A suggested sequence of assembly is shown on the plans but the actual sequence may vary. Furthermore, a series of 3-D dock renderings is provided at the end of this specification section that illustrates a suggested sequence of assembly.

- B. The manufacturer shall furnish all necessary materials, equipment, labor, supervision, testing, inspections, and incidentals necessary to complete the work identified on the Plans and Specifications.
- C. Inspections and Quality Control: The manufacturer is responsible for adherence to internal quality control procedures and for the coordination and cost of all independent inspections listed below from a qualified inspection service. Submit all inspections reports within 48 hours of inspection.
1. Internal welds shall be visually inspected for compliance with the plans and specifications prior to placing concrete and foam. Any welds found to be deficient shall be repaired to the satisfaction of the independent welding inspector.
 2. Concrete shall be visually inspected prior to placement of foam. Inspector shall verify presence of barrier coating, placement of concrete to top of bottom stiffeners and that no concrete has been placed around pile pockets per the plans.
 3. Foam floatation shall be visually inspected for proper and complete installation per the plans and specifications.
 4. Internal welds of all top covers, spacers and deck supports shall be visually inspected for compliance with the plans and specifications prior to installing decking. Any welds found to be deficient shall be repaired to the satisfaction of the independent welding inspector.
 5. External welds shall be visually inspected for compliance with the plans and specifications prior to installing wales and rubstrips. Pile hoop and hinge barrel stiffeners, if required, shall be inspected prior to installation of the overlaying wale support. Any welds found to be deficient shall be repaired to the satisfaction of the independent welding inspector.
 6. All critical dimensions shall be verified (i.e. shell length, width, height, pile pockets, pile hoop stiffeners and pile hoop mounting plates).

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: All materials to be incorporated in to the work shall be new and meet acceptable industry standards for condition, appearance and straightness. All exposed edges shall be smooth and free of sharp edges.
- B. Aluminum:
1. All structural members, bars and plates shall be ASTM B209, alloy 5086-H116 with the exception of the following components which shall be alloy 6061.
 - (a) Hinge Barrel Assemblies (e.g. barrel filler plates, barrel top plates, barrel gussets, barrel backing plates)
 - (b) Pile Pocket Details (e.g. gate bracket, removable gate, wear pad retainers)
 - (c) Transition Plate (5086 acceptable to accommodate bending)

(d) External Pile Hoop Assemblies

2. Round tube shall be ASTM B221, alloy 6061
 3. Pipe shall be structural per ASTM B429, alloy 6063-T52
 4. Bullrail Ends and Corners:
 - (a) Ends and corners may be purchased pre-formed from 6063 aluminum alloy with a wall thickness no less than 0.125" and welded to all straight runs of 6061 round tube or 6063 pipe. Bullrail ends shall be 2" round tube or 1½" pipe with a 2" inside radius and no tangents. Bullrail ends shall be R&B Wagner part number 7972 (2" tube") or 364 (1½" pipe) or approved equal. Product is available from Wagner Companies 1-888-243-6914 www.wagnercompanies.com.
 - (b) Alternatively, ends and corners may be formed from bending straight sections of 2" tube or 1½" pipe to the dimensions and radius shown on the plans.
 5. Standard extruded profiles (where allowed) shall be ASTM B308, alloy 6061
- C. Stainless Steel: All stainless steel shall be type 316 unless otherwise noted on the plans. All fasteners connecting to aluminum shall be stainless steel with the exception of wale block fasteners (see 2.1 K4).
- D. Polyethylene: All polyethylene components shall be virgin or reprocessed, ultra-high molecular weight (UHMW) polyethylene and shall be fully or partially cross-linked. All components exposed to sunlight shall be **ultra violet stabilized and black** in color (i.e. pile pocket wear pads, hinge pin spacers and corner blocks). Hinge barrel sleeves and grounding rails do not have to be UV-stabilized and may be white in color.
- E. Foam Floatation: Floatation blocks shall be expanded polystyrene, sizes as shown on the plans. The foam shall be Type 1 and weigh 1.0+/- pounds per cubic foot in accordance to ASTM C578. Water absorption of foam shall be four percent (4%) or less by volume. Floatation blocks are not required to be shrink wrapped or otherwise encased prior to installation.
- F. Wales: Wales (composite lumber) shall be Moistureshield Vantage deck board or approved equal. Recycled wood-plastic composite lumber used for all wales shall meet the following qualifications:
1. Manufactured from at least 90% recycled-content, wood-plastic composite. Composite shall be 50% recycled plastic +/- 10% and 50% waste wood fiber +/- 10%.
 2. Color shall be Bridle or similar shade of brown. All boards shall be the same color.
 3. Finish shall be non-slip wood grain.
 4. Dimensions shall be 1" actual thickness (no tolerance) and 5½" wide +/- ¼".
 5. Have a solid plank cross sectional area. Edges shall be solid, not grooved.

6. Have square (nominal, less than 1/8" radius actual) corners.
- G. Decking: Shall be pultruded fiberglass grate. Fiberglass deck grates shall be ADA compliant manufactured from pultruded polyester resin (SPF), with a product designation of T-1210, 12% open space, 1" bearing bar height, 1½" bearing bar width, with a coarse grit slip-resistant surface, 3/16"-1/4" clear spacing between top of bearing bars, gray in color, with corrosion resistant fasteners. Possible product suppliers include Fibergrate (www.fibergrate.com), McNichols (www.mcnichols.com) or AMD Grating (www.amdgrating.com).
- H. Decking Clips: All decking shall be installed with Fibergrate Spring Clips, part number 734282, or approved equal.
- I. Pile Pocket/Hoop Wear Pads: Wear pads shall be UHMW-PE (1½" thick) meeting the same requirements as polyethylene per Section 2.1 D.
- J. Grounding Rails: Grounding rails shall be UHMW-PE (1" thick) meeting the same requirements as polyethylene per Section 2.1 D.
- K. Wale Blocks: Wale blocks shall be UHMW-PE (1" thick) meeting the same requirements as polyethylene per Section 2.1 D.
- L. Fasteners:
1. Composite lumber wales and UHMW-PE grounding rails shall use fasteners designed specifically for attachment of such materials to aluminum framing. Fasteners shall be DeckFast Metal Deck Screws (epoxy coated 410 stainless steel, 12 x 2¾", T-20 star recess, color to match lumber), or approved equal, available from Starborn Industries, 45 Mayfield Avenue, Edison NJ 08837, (732) 381-9830, www.starbornindustries.com
 2. Pultruded fiberglass deck grate fasteners shall be minimum #12 x 1-½" 316 stainless steel bi-metal self-drilling screws with 3/8" hex head
 3. All bolts, nuts, washers shall be 316 stainless steel. Self-locking ("nylock") type nuts are not allowed.
 4. Wale Block fasteners shall be 3/8" x 1½" "F" type self-tapping zinc coated screws.
 5. Padlocks shall be brass body, 1¾" max. width, ¼" or 5/16" shackle diameter, ¾" min. inside shackle width and 1½" max. inside shackle height. All padlocks shall be keyed alike. Provide quantity as shown on plans plus an additional 4 for spares.
- M. Concrete Ballast: Concrete may be supplied from a central ready-mix plant regularly engaged in the production of concrete or mixed on-site using commercially available bags of concrete mix. Concrete shall have a minimum compressive strength of 3500 psi and a unit weight of 140-145 pcf.
- N. Rubstrips: Rubstrips shall be Medium Dock & Post Bumper, Model DB3.CU, one continuous piece the entire length of the float. Bumpers shall be ordered to lengths required and have factory finished ends. Product is available from Taylor Made Products, www.taylormadeproducts.com, 1-800-628-5188.
- O. Zinc Anodes: Zinc anodes shall be 3"x6"x¾" bolt-on type with galvanized steel inserts, model ZHC-3H, or approved equal, available from BoatZincs, 53 Knoll Trail, Acton, MA 01720, (978) 841-9978, www.boatzincs.com.

- P. Drainage Hole Screening: Drainage holes in the lower flange of all wale supports shall be covered with screening material welded to the inside of the wale support. Screening material shall be 0.063" gauge aluminum sheet with round 5/32" diameter perforated holes on 3/16" staggered centers.
- Q. Boating Regulatory Signs (Owner Furnished): Signs shall be purchased by the Owner and delivered to the dock fabricator for installation onto the sign posts. Signs shall be purchased from Oregon Corrections Enterprises, 777 Stanton Boulevard, Ontario, Oregon, 97914. Contact Megan Wilson at telephone 541-881-4562 or FAX 541-881-5494 or mwilson@oce.oregon.gov. Substitutions will not be permitted.
- R. Mild Steel: All mild steel components shall be ASTM A36 unless noted otherwise on the plans. Reinforcing bars shall be ASTM A706, grade 60, suitable for welding and galvanizing. Fasteners connecting steel-to-steel shall be ASTM A325 with appropriate heavy hex nuts and hardened flat washers.
- S. Anti-Seize Lubricant: Lubricant shall be compatible for use with stainless steel in a marine environment. Provide one 4 ounce bottle to owner for use during installation.

2.2 FINISHES

- A. Interior: All interior aluminum surfaces and components of each dock shall be mill finish. Mill stamps shall not be removed, but shall be oriented to be as least noticeable as practical.
- B. Exterior: All exterior aluminum surfaces and components (e.g. bullrails, wale supports) shall be mill finish with the following exceptions.
1. The shell top flange at each end of the dock, hinge barrel assemblies, and barrel filler plates shall be coarsely sandblasted to provide a non-slip surface where foot traffic is expected.
 2. Transition plates shall be coarsely sandblasted, top and bottom prior to application of a metalized finish. The metalized finish shall be atomized aluminum sprayed on with torch and compressed air. The metalized finish is only required on the top walking surface of the transition plate and barrels.
 3. Abutment Hinge Barrel Assembly shall be coarsely sandblasted, top and bottom prior to application of hot dip galvanizing and a metalized finish. The metalized finish shall be atomized metal sprayed on with torch and compressed air. The metalized finish is only required on the top walking surface of the hinge barrel assembly.
- C. Barrier Coating: Barrier coating between aluminum and concrete ballast shall be a bituminous paint, CRL bituminous coating or approved equal, available from C.R. Laurence Co. 23000 64th Avenue S Kent, WA 98032, (253) 850-5800, www.crlaurence.com. Alternatively, the barrier coating may be a high performance, chemically cured, rust inhibitive epoxy primer for exterior aluminum surfaces that is compatible with concrete and suitable for wet environments. Product shall be Devran 201H Epoxy Primer or approved equal, available from International Paint (www.international-pc.com).
- D. Galvanizing: All mild steel components shall be hot dipped galvanized after fabrication in accordance with ASTM A123 or A153 as applicable. Any damage to the galvanized coating shall be repaired using a hot-stick or spray metalized in accordance with ASTM A153.

PART 3 - EXECUTION

3.1 FABRICATION AND WORKMANSHIP

A. General:

1. The manufacture and fabrication of the docks and its related components shall conform to the latest edition of the Aluminum Construction Manual, the AISC Manual of Steel Construction and all other applicable industry standards.
2. All fabrication shall conform to the Contract Documents, these specifications and the approved shop drawings.
3. Fabrication details, materials, finishes and colors shall be consistent throughout.
4. All structural members shall be the size, length, wall thickness and alloy as shown in the approved shop drawings.
5. All cut edges shall be clean and true, free of burrs. Flame cutting is not permitted and all holes shall be punched or drilled.
6. Cap all open ends of tubular members as shown in the plans and grind smooth. Provide $\frac{1}{2}$ " diameter weep holes in bottom ends of all closed aluminum tubes as required for venting and drainage.
7. Inside of all docks shall be thoroughly cleaned to remove all metal filings, dust, grease, concrete residue, metal scraps and dirt prior to applying a barrier coating and installing foam blocks.
8. The completed docks and other components shall be supported on timber dunnage or other appropriate means to prevent direct dock-to-ground or dock-to-dock contact and to prevent damage during fabrication, storage, delivery, off-loading and on-site stockpiling.
9. All completed docks shall bear a permanent decal or identification plate listing name of manufacturer, date of manufacture, live load rating (20 psf), a unique identifying serial number and sequence number.

B. Forming:

1. Shell: The bottom, sides and top flanges of each shell section shall be continuous by bending 4' x 10' or 8' x 10' sheets of $\frac{3}{16}$ " plate cut to length to meet the dimensional requirements as shown on the plans. All bends shall be 90 degrees with $\frac{1}{2}$ " inside radii.
2. Shapes:

- (a) All channels, angles, and rectangular tubes shall be formed by bending plate or flat bar unless shown otherwise on plans. All bends shall be 90 degrees with 1/2" inside radii. Alternatively, shapes may be extruded provided they meet the dimensional and alloy requirements as shown on the plans and specified.
- (b) All shapes shall be full length to the maximum extent possible. Wale supports and deck supports may be fabricated from the least number of shorter pieces welded together. Any weld joints in the deck supports shall be centered over a bulkhead flange. Any weld joints in the wale supports shall be offset from the shell joint as shown on the plans.

3. Round Tube:

- (a) All round tube shall be extruded. Hinge barrels shall be 6061 alloy.
- (b) Bullrails shall be continuous (no splices) between the end posts prior to a terminating radiused end or corner at a pile pocket. Use of factory bent elbows is allowed (See 2.1 B.3). Elbows or formed bends shall be fully welded to all straight sections of round tube and to the top flange of the dock shell.

4. Pipe:

- (a) Pipe is an allowable alternative to round tube for bullrails only.
- (b) Pipe shall be structural Schedule 40, 6063-T52 alloy.
- (c) Section 3.1B 3(b) applies to pipe bullrails.

C. Welding:

1. All welding shall conform to the latest editions of the AWS structural welding codes, including the repair of defective welds.
2. All welding shall be 100% visually inspected by a manufacturer provided, AWS qualified, inspector from an independent testing company. See 1.6 for details.
3. All welding shall be performed in a temperature controlled, shop environment by AWS qualified and approved structural welders using qualified and approved welding procedures and welding equipment.
4. Welding shall be carried out in a systematic sequence planned to minimize distortion and residual stress. Structure shall be fitted without excessive forcing before welding. Welds are to be cleaned and excessive roughness or spatter is to be removed. Temporary welds incident of erection are to be carefully removed and flushed off by chipping or grinding. Finished welds are to present a neat workmanlike appearance.
5. The preferred filler wire for all aluminum welding shall be ER5183. However, ER5356 is an acceptable alternative.

6. Weld spatter and slag shall be removed.
7. Weld continuous all connections unless otherwise shown in the plans.
8. Any welding, done after the installation of the foam flotation blocks, is to be performed in a manner which does not damage or cause burning of the foam. The Manufacturer is fully responsible for maintaining the integrity of the foam throughout the fabrication process.

D. Decking:

1. All decking shall be non-skid and installed flat and true without intentional changes in slope or tripping hazards and compliant with accessibility standards.
2. All decking shall be installed with Fibergrate Spring Clips, part number 734282, or approved equal. Location and quantity of clips are shown on drawing sheet 18. Clips shall be fastened with #12 x 1-1/2" 316 stainless steel bi-metal self-drilling screws with 3/8" hex head.
3. Pultruded fiberglass grate shall be installed in as large of panels as practical with the bearing bars oriented perpendicular to the span direction of the dock. The affected ends of any field or shop cutting or drilling of fiberglass grate bars shall be sealed with catalyzed resin sealant as recommended by the grating manufacture or polyurethane. Panel layout may be adjusted as needed to minimize narrow strips of decking from cutouts around pile pockets.

E. Fasteners:

1. All fasteners shall be the size and type shown in the plans.
2. Washers are required under the heads and nuts of all fasteners unless noted otherwise in the plans.
3. All fasteners shall be appropriately fully tightened in accordance with applicable industry standards and practices.
4. Any fastener connecting dissimilar metals shall be stainless steel or electrically isolated to prevent corrosion.
5. Any fastener in a walking surface shall be flush with, or recessed below, the surface or concealed.
6. All threads to be liberally coated with a marine grade anti-seize compound prior to installing nuts.

F. Barrier Coating: Apply a continuous coat of bituminous paint or epoxy primer to the inside bottom and sides of shell, bulkheads and bottom stiffeners only to the extent that concrete will come in contact with the aluminum surfaces. Paint may be applied by spray, brush or roller and at a rate per manufacturer's recommendation. Allow paint to dry and cure per manufacturer's recommendation prior to placing concrete ballast.

G. Concrete Ballast: Place concrete evenly in bottom of shell up to and level with tops of bottom stiffeners. Type "B" docks will not have concrete in spaces around the pile pocket as shown on the plans. Foam filler blocks shall be installed in place of the concrete in these areas only.

- H. Foam Floatation: Foam floatation blocks shall be placed using the sequence shown on the plans. The design allows for a 1/8" space between the top of the foam and the underside of the bulkhead flanges and end stiffeners to allow for installation of the 1/8" thick aluminum top covers.
- I. Screened Drainage Holes: Holes in the lower flange of the wale supports are critical for drainage. Each drain hole shall be covered with perforated aluminum sheet per specifications and details shown on the plans.
- J. Wales and grounding rails: Wales and grounding rails shall be ripped to finish widths and edges either radiused or left square depending on the application as shown on the plans. Leave 1/8" gap between all wales and wale blocks. Care shall be taken when driving screws to avoid stripping in the aluminum structure.
- K. Wale Blocks: Wale blocks are required at all wale ends with the exception of the end wale on the last dock. Wale blocks shall have a 45 degree chamfer as shown on the plans with the exception of the two off-shore blocks on the last dock. Wale blocks shall be attached with F-type zinc coated bolts: size, quantity and location as shown on the plans. Bolts shall be epoxy paint coated (black in color) prior to installation.
- L. Rubstrips: Install top of rubstrip along both sides of dock flush with top of composite wales using the supplier's recommended "fold-over method" as shown on the plans. Attach with 2 rows of #8 stainless steel screws, 4-inches on center spacing. Also install a rubstrip across the off-shore end of last dock. Ends of the rubstrip shall be finished by the manufacturer.
- M. Hinge Barrel Isolators: UHMW-PE bushings, sleeves and spacers shall be fabricated from solid material per details shown on the plans. Isolators protect against metal-to-metal contact and provide a wear surface between hinge barrels and hinge pins.
- N. Off-Shore End of Last Dock: The off-shore end of the last dock requires modifications. Depending on the dock layout these modifications will apply to either a Type "A" or Type "B" dock (reference Dock Layout drawing). In place of the off-shore end hinge barrel assembly, fabricate and install a wale support, wales, rubstrip, bullrail, sign post and corner wear blocks as shown on the plans. In addition, the last dock requires modified bullrails (both sides) for wheelchair access as shown on the plans.
- O. Shore End of First Dock: The shore end of the first dock will require modification only if a transition plate connection is required. Depending on the dock layout this modification will apply to either a Type "A" or Type "B" dock (reference Dock Layout drawing). In place of the standard hinge barrel assembly, fabricate and install a transition plate hinge barrel assembly, transition plate and hinge pin as shown on the plans. The transition plate width will be either 12 inches or 18 inches. Reference the plans for the correct transition plate width.
- P. Hinge Pins: All dock and transition plate hinge pins shall have a stop welded to one end with vertical sides as shown on the plans. The hole at the opposite end of the pin shall be drilled in the same plane as the vertical sides of the pin stop as shown on the plans. Provide bolt, nut, washers and padlock for each hinge pin. The stainless steel washer on the padlock end of the dock hinge pin is a custom size and will require milling to the dimensions shown on the plans. Alternatively a 1 1/4" SAE washer may be used (1.375" i.d.) but may require reaming to fit.

- Q. Boating Regulatory Signs: Attach signs to sign post as indicated on plans using stainless steel or aluminum rivets. Install signs level and plumb with sign surfaces free from distortion or other defects in appearance.
- R. Pile Hoop & Hinge Barrel Stiffeners (If Required): External pile hoops and dogleg dock hinge barrels require installation of structural stiffeners prior to installation of the wale supports. Each stiffener is a C5x9 aluminum structural channel welded to the dock shell at the locations shown on the drawing prior to installation of the wale support. The flanges of the channel will require trimming so that the outside face of the channel web is flush with the inside face of the wale support. Slots are cut in the wale support to provide slot welding of the wale support to the stiffener as shown on the plans.
- S. External Pile Hoops (If Required): Weld external pile hoop mounting plate to the wale support at locations as shown on the plans. Careful attention should be given to which side of the dock the hoop is to be installed and distance from the shore and off-shore ends. Adjust lengths of wales and rubstrips as required.
- T. Abutment Hinge Barrel Assembly (If Required): The abutment hinge barrel assembly is mild steel construction, hot dip galvanized after fabrication with a metalized finish applied to all top surfaces. Assembly will be field installed by others.
- U. Dock Identification Plates: Each dock shall have a unique identification plate that will correspond to the naming convention shown on the plans or in the absence of a naming convention will be numbered sequentially starting with "1" as the first or shore end dock. Identification plates shall be consistently placed in the same location on each dock. Doing so will ensure that the docks are installed in the correct order and orientation. Minimum plate information is listed in 3.1 A9; additional information on the identification plates is at the fabricators discretion.

3.2 DELIVERY

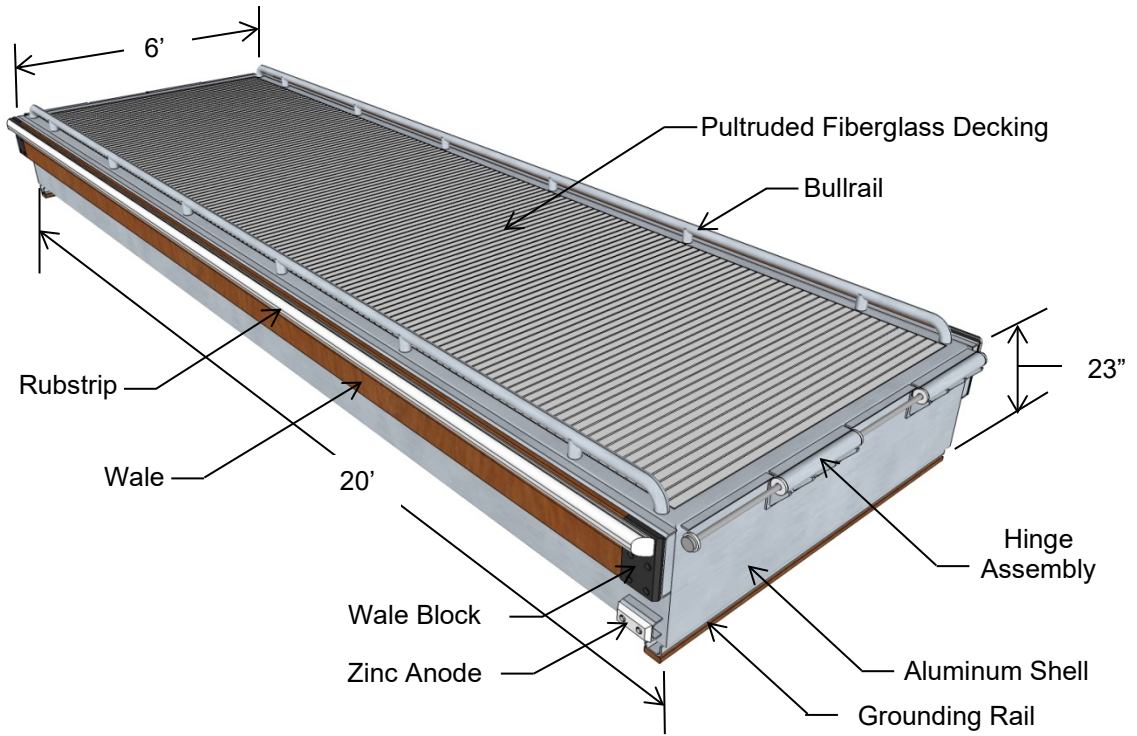
- A. The aluminum boarding docks shall be transported, lifted and stored in accordance with good industry practices, the handling instructions of the manufacturer and as specified herein. Stacking of one dock on another (3 docks total) is permitted with proper and adequate blocking and must not be supported by the bullrails (over a post) of the lower dock. For Type "A" docks, additional blocking at mid-span of the lower dock's shell bottom must be provided.
- B. Rubstrip material shall be protected from damage, compression or discoloration caused by tie-down straps used during transport. Adequate blocking shall be used to keep tie-down straps from contacting the rubstrips.
- C. Manufacturer is responsible for offloading of docks at location designated by Owner.

3.3 WARRANTY

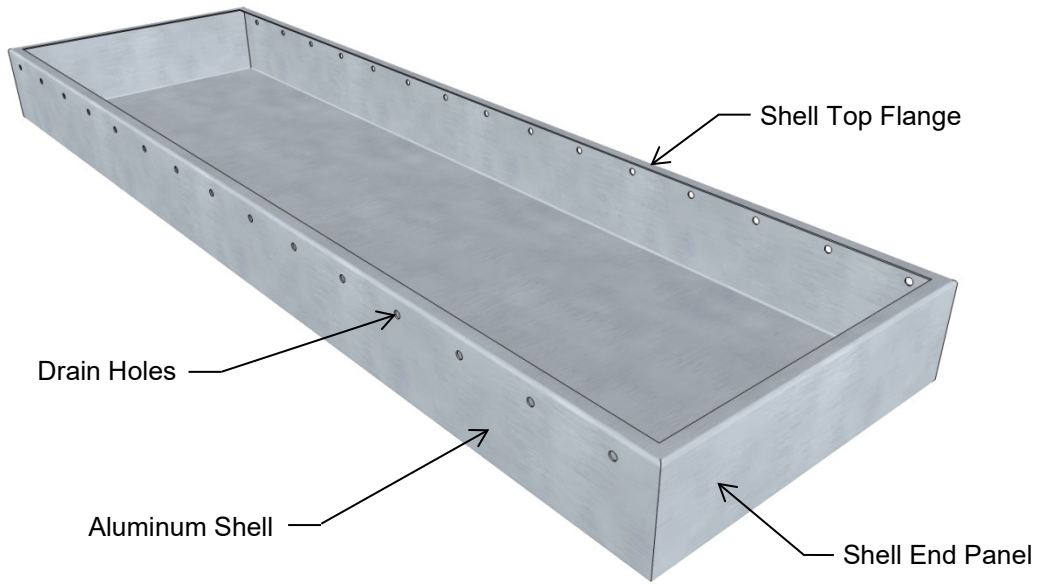
- A. The manufacturer of the aluminum boarding docks and their related components shall provide the Owner with a written warranty that the aluminum boarding docks and any related components shall be free of defects in materials and workmanship for a period of two (2) years, unless the Contract requires a more stringent or longer warranty.
- B. The warranty period shall commence upon delivery and acceptance of the docks and all related components by the Owner.

3.4 SUPPLEMENTAL DRAWINGS

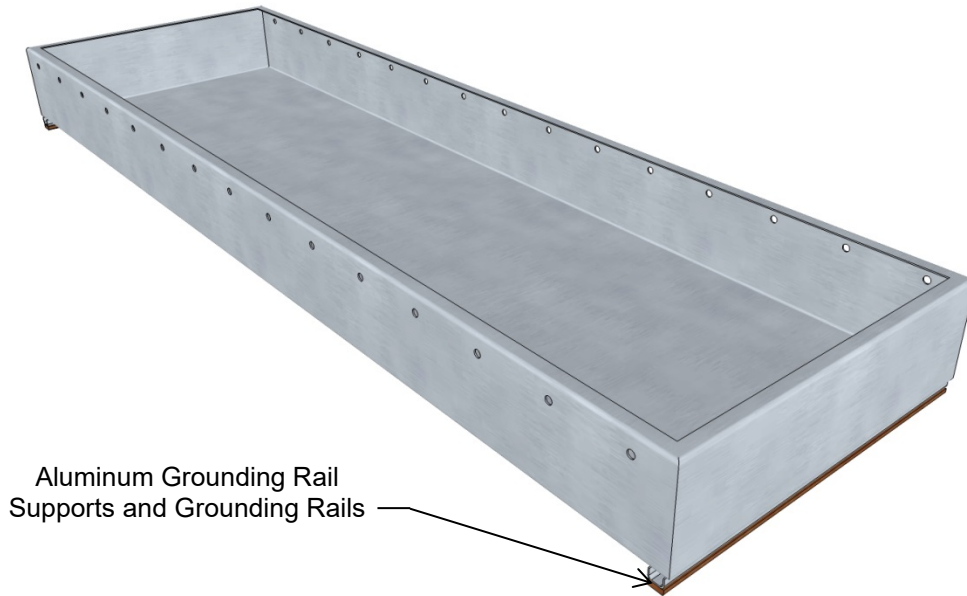
- A. The following 3-D Dock renderings are provided solely for the purpose of visualizing (1) a suggested sequence of dock assembly and (2) general position of dock components within the dock structure. These renderings are not intended for use as construction or shop drawings.



01 - DOCK OVERVIEW

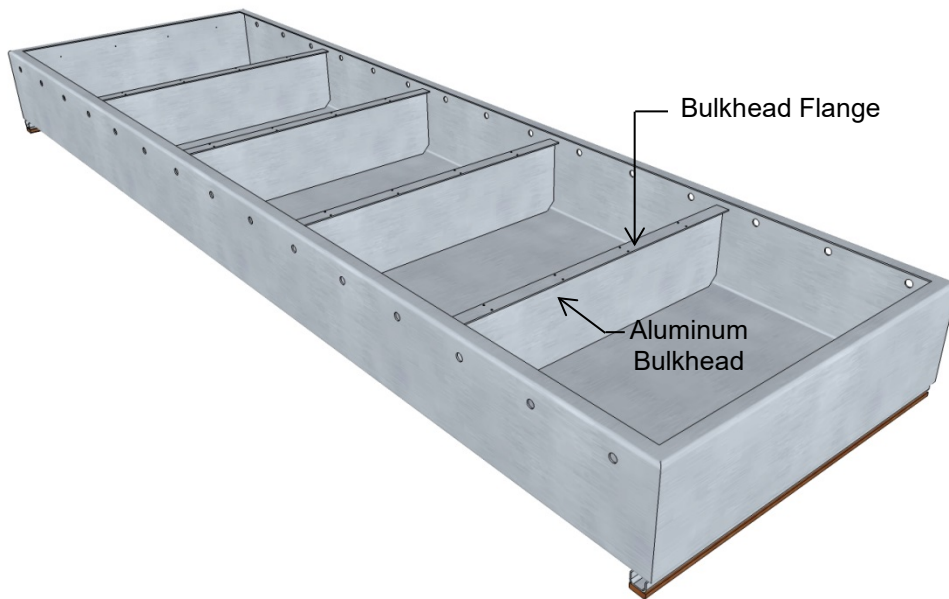


02 - SHELL ONLY

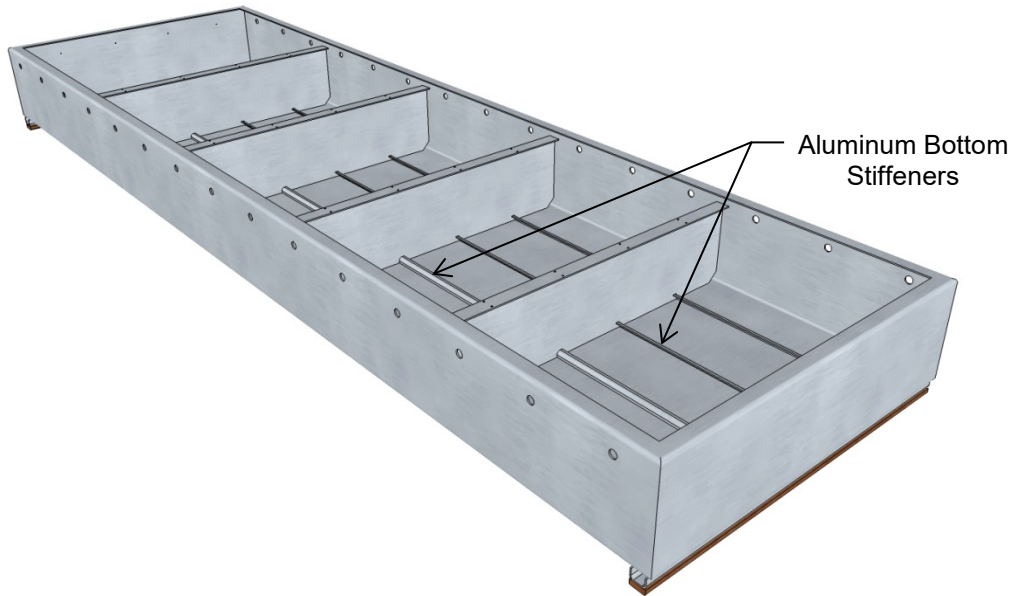


Aluminum Grounding Rail
Supports and Grounding Rails

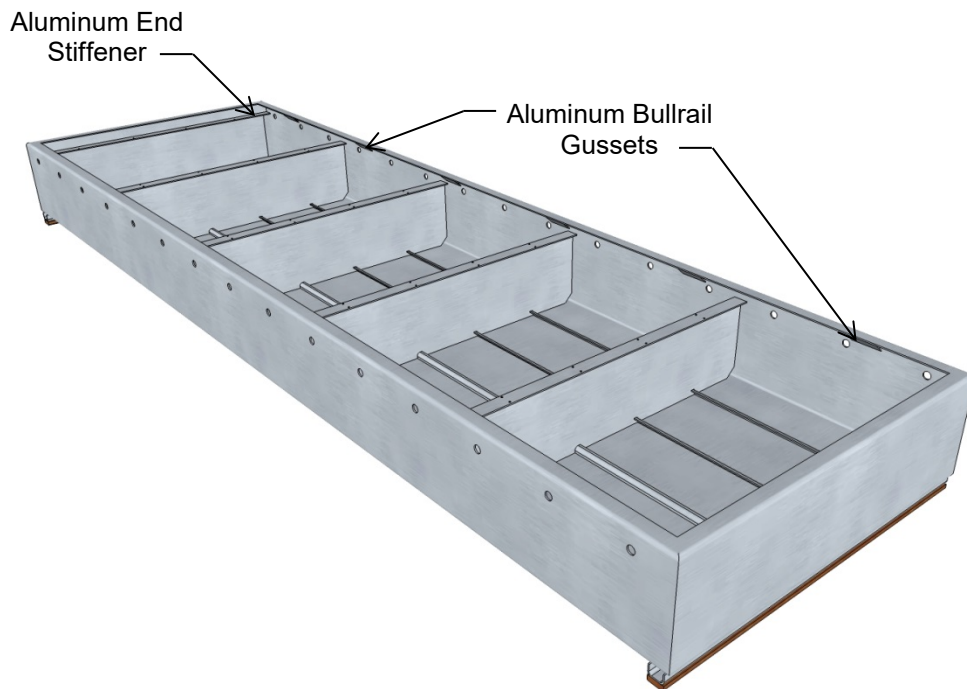
03 - ADD GROUNDING SUPPORTS & GROUNDING RAILS



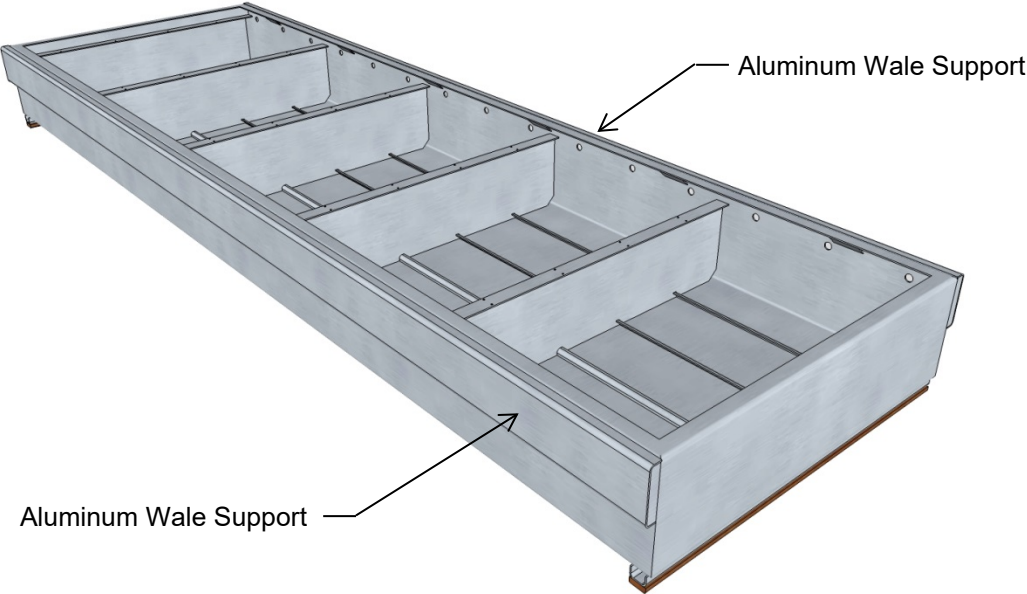
04 - ADD BULKHEADS



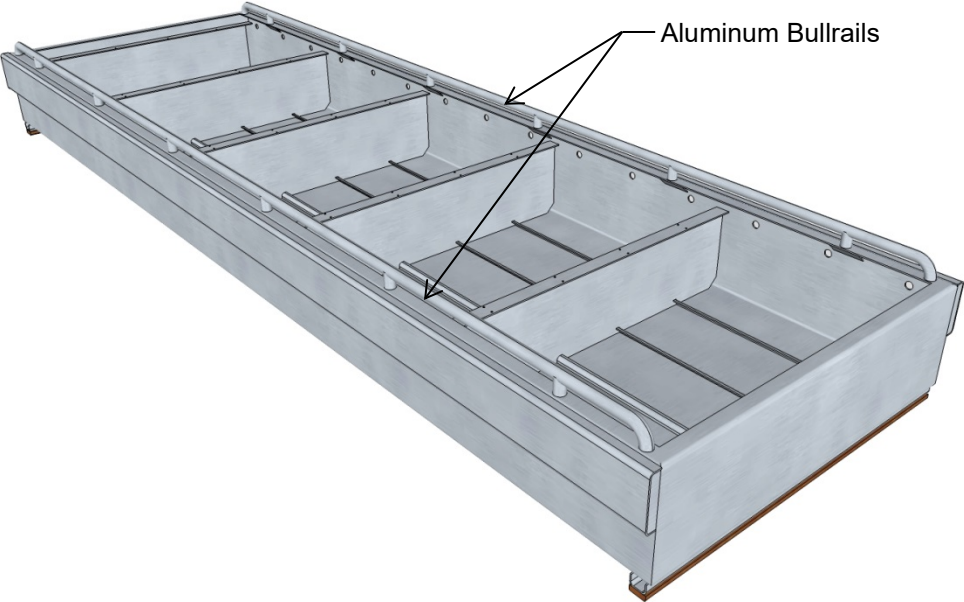
05 - ADD BOTTOM STIFFENERS



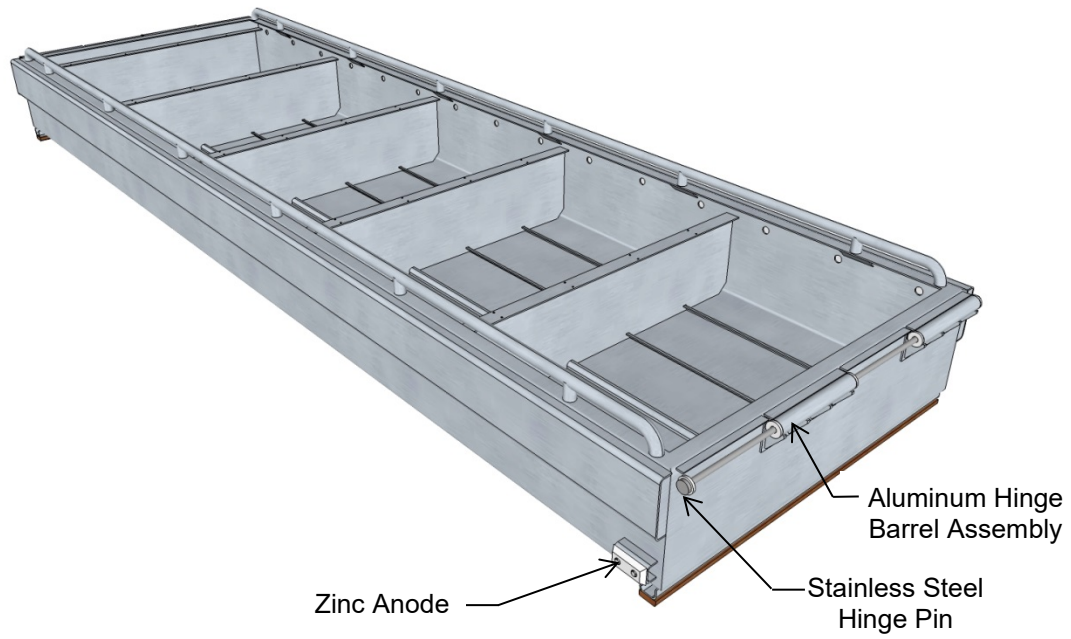
06 - ADD END STIFFENERS & BULLRAIL GUSSETS



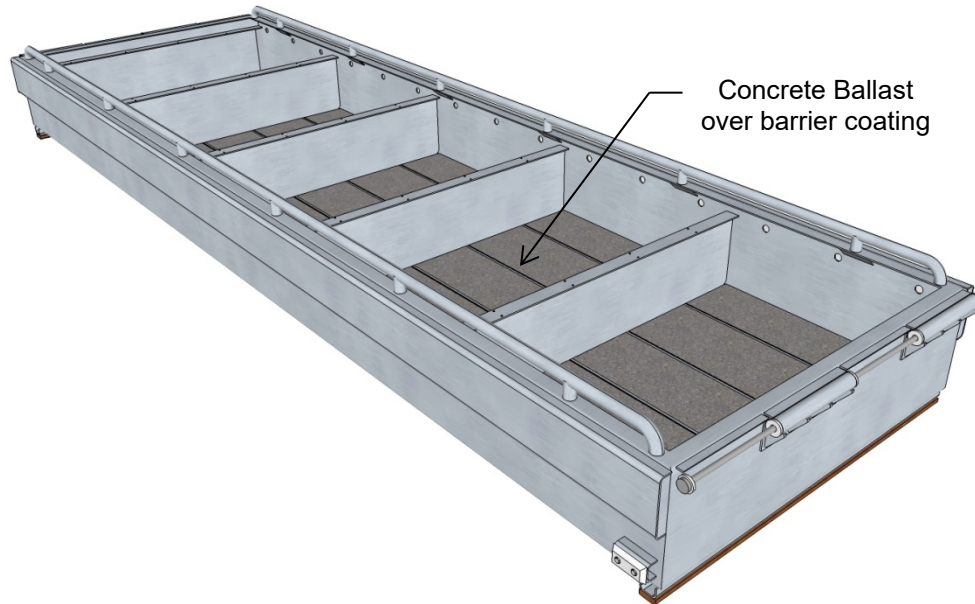
07 - ADD WALE SUPPORTS



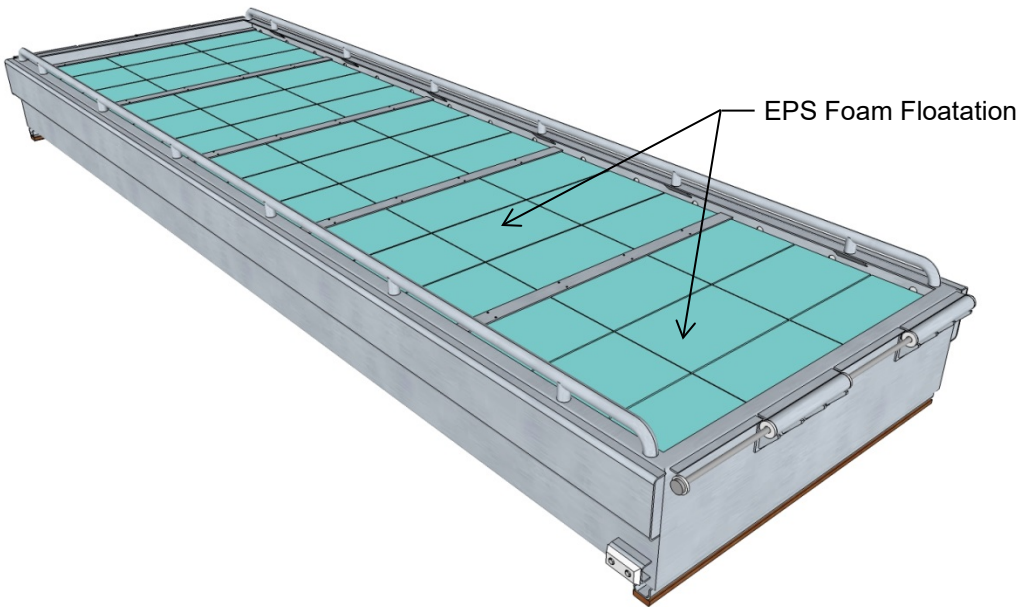
08 - ADD BULLRAILS



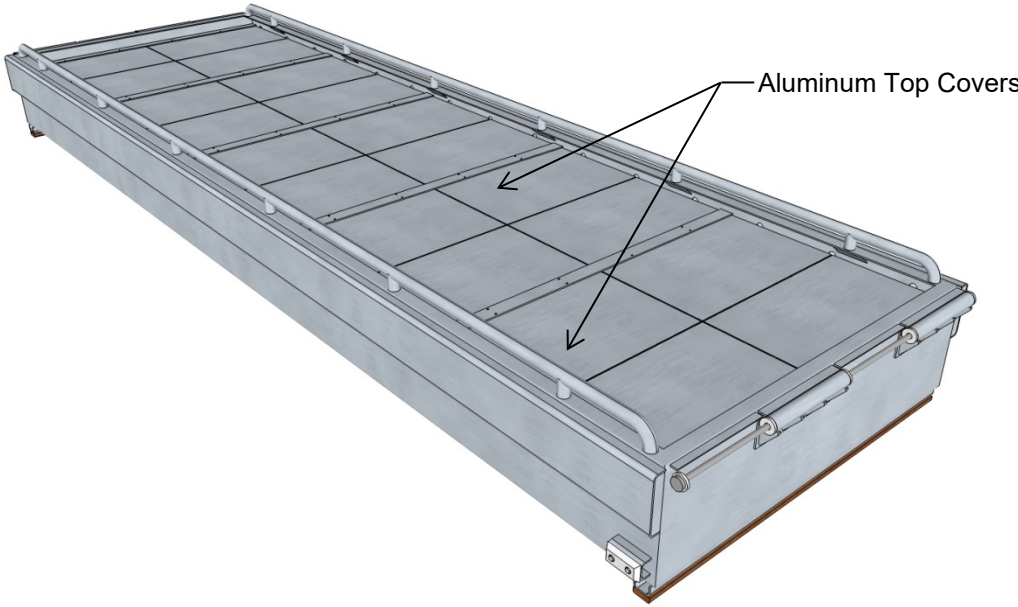
09 - ADD HINGE BARREL ASSEMBLIES & ZINC ANODES



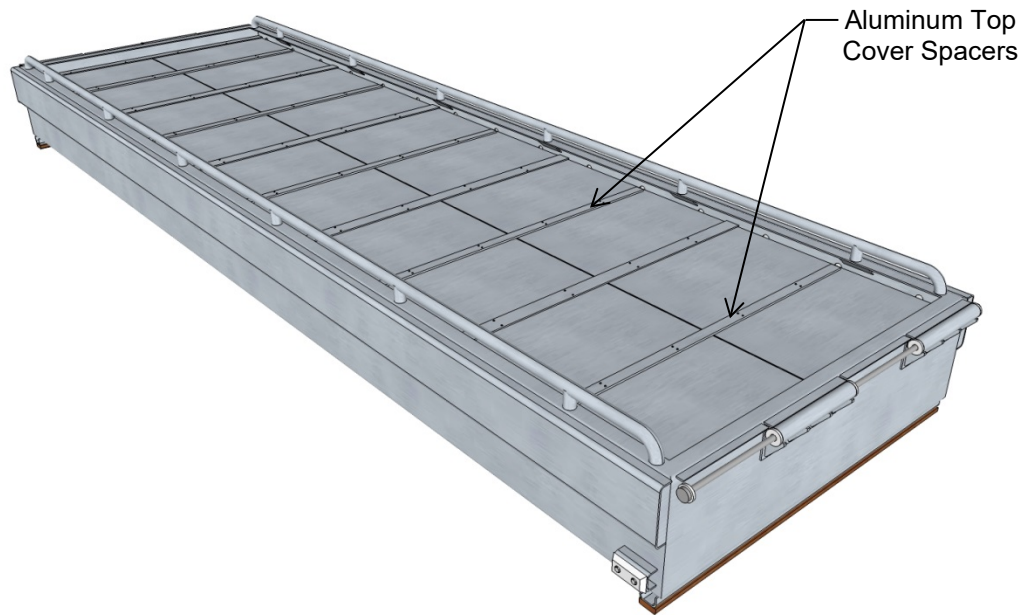
10 - ADD CONCRETE BALLAST



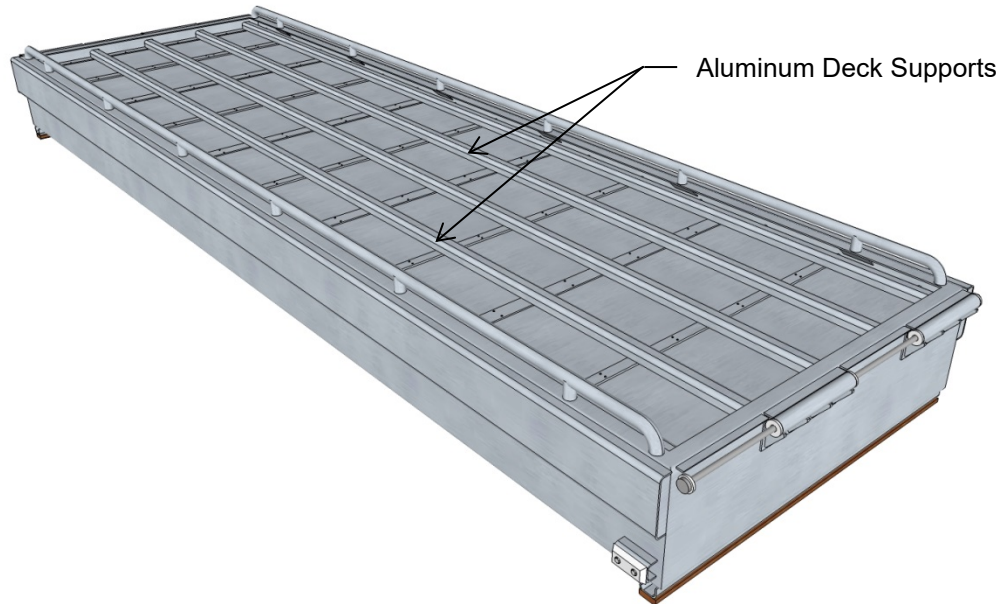
11 - ADD FOAM FLOATATION



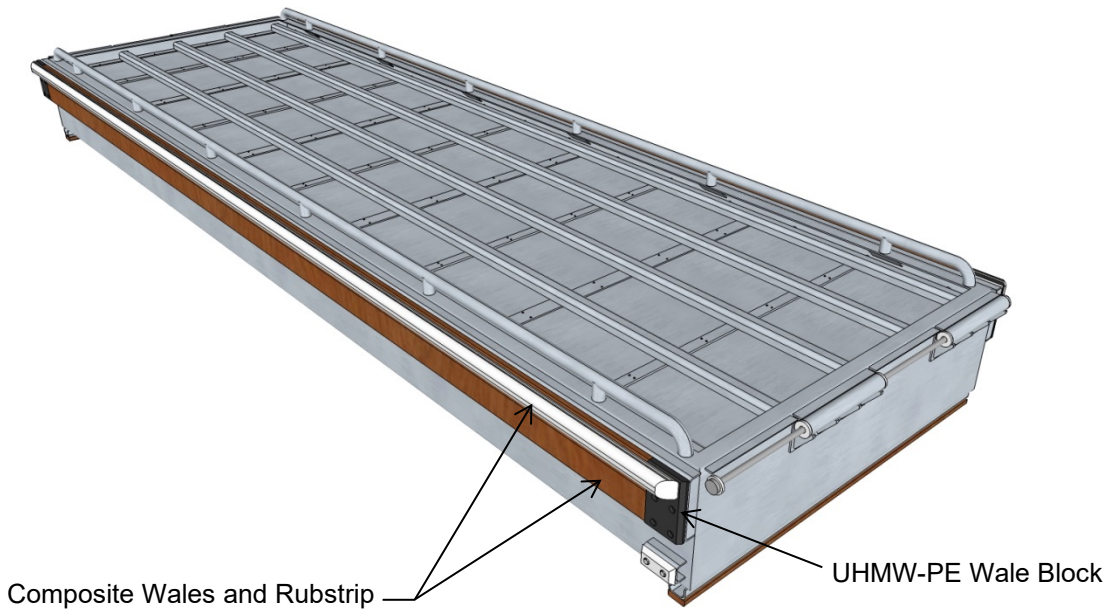
12 - ADD TOP COVERS



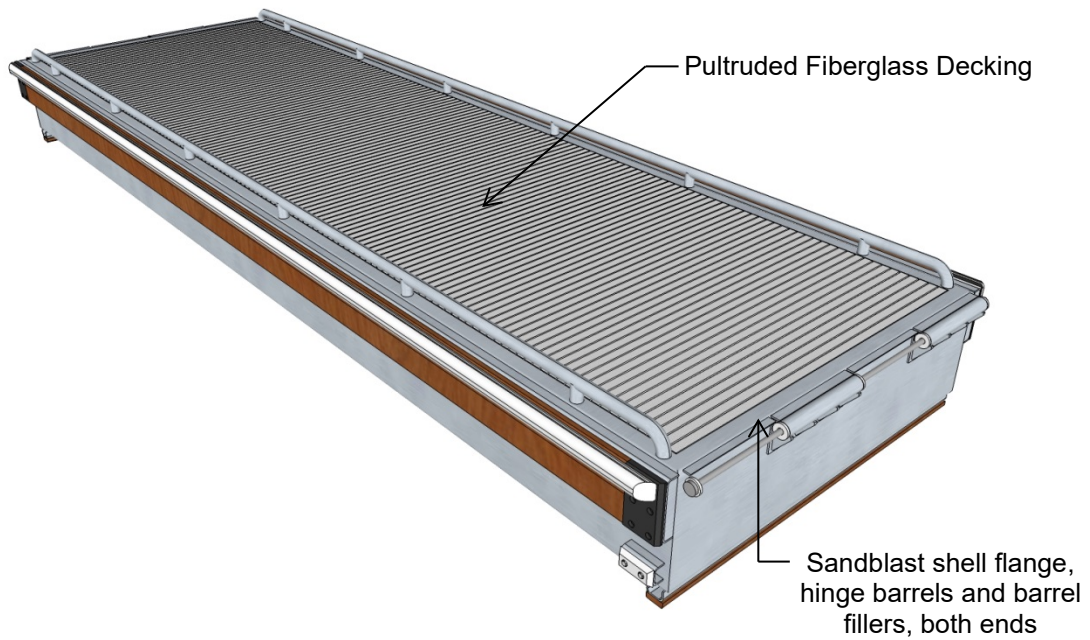
13 - ADD TOP COVER SPACERS



14 - ADD DECK SUPPORTS



15 - ADD WALES, WALE BLOCKS & RUBSTRIPS



16 - ADD DECKING & SANDBLAST (COMPLETE)

END OF SECTION 05150

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Exhibit 3

PROPOSER'S BID FORM

Proposer's Company Name: _____

Authorized Representative: _____

Representative's Signature: _____

Date: _____

**ALUMINUM BOARDING DOCKS - FABRICATE, DELIVER, & OFFLOAD
WESTPORT RAMP - WESTPORT SLOUGH
CLATSOP COUNTY PARKS DEPARTMENT**

Item	Quantity	Unit	Unit Cost	Total Cost
Aluminum Docks - Fabrication Complete (7 docks)	1	LS		
Aluminum Docks - Delivery & Offloading (7 docks)	1	LS		
			TOTAL	

Notes:

- 1. Includes all materials, fabrication and misc. items per plans and specifications
- 2. Includes profit and overhead per general conditions allowances
- 3. Delivery location is:

Clatsop storage yard, Northeast corner of the intersection of Koppisch Road and Hillcrest Loop Road between the communities of Knappa and Svensen, Oregon

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

February 24, 2021

Issue/ Agenda Title: Personal Service Contract for Boat Ramp Planks at Westport County Park

Category: Business Agenda

Prepared By: Steve Meshke, Natural Resources Manager

Presented By: Steve Meshke, Natural Resources Manager

Issues Before the Commission: Approval of the contract with Oregon Precast for the purchase of Concrete Boat Ramp Planks for the Westport County Park Boating Facility Improvement Project.

Informational Summary: Since 2004, Parks staff has been working with the Oregon State Marine Board on the replacement and improvements to the Westport boat ramp and parking lot. The current boat ramp was installed in the early 1970's and is at the end of its useful life.

In coordination with the Oregon State Marine Board, the county applied for and received a grant for the purchase of large items for the Westport Boat Ramp Project. We advertised and awarded the bid to Oregon Precast for the fabrication and delivery of (34) precast concrete boat ramp planks.

Fiscal Impact: The total project cost of this grant award is \$890,000. With this portion of the project, we are allocating \$82,975.00 for the purchase of the concrete planks. Funding for the project has been approved by Resolution and Order by budget adjustment and approved Oregon State Marine Board grant agreement in FY 2020/2021. This project has been noted on the County Parks budget request for future capital projects for several years.

Options to Consider:

1. Approve contract C7513 with Oregon Precast.
2. Do not approve contract C7513.

Staff Recommendation: Option 1

Recommended Motion:

“I move that the Board approve the County Manager to sign the contract with Oregon Precast for the purchase of Concrete Boat Ramp Planks for a not to exceed amount of \$82,975.00 and authorize the County Manager to sign contract amendments.”

Attachment List

- A. Contract C7513 with Oregon Precast



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

Contract No. C7513

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County (“County”) and **Oregon Precast** (“Contractor”). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$82,975.00 to be paid to Contractor by County, Contractor agrees to perform between date of execution and **June 30, 2021**, inclusive, the following specific personal and/or professional services:

Fabricate, deliver and offload of (34) precast concrete boat ramp planks for the Westport County Park Boating Facility Project as outlined in the attached scope of work, addendum #1 and attached proposal.

Payment Terms: *progress payments within 30 days of receipt of invoice and approval of work.*

- 1. COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- 2. WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
- 3. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
- 4. COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.

- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

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

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

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

8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel) _____ (Contractor's Initials) _____

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

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

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

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

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

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

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

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

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

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

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

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

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

Signature Date *2-10-21*

PRESIDENT

Title

Oregon Precast, Inc.

Address **3901 NW Elliott Lane**
Prineville, OR 97754

City State Zip



541-447-4474
 541-447-1621 (fax)
 3901 NW Elliott Ln.
 Prineville, OR 97754
 CCB #176631

PROPOSAL and CONTRACT

Date: 1/29/21

JOB NUMBER: 2371

Precast Concrete Construction

Proposal Submitted to	Work to be performed at
Clatsop County Parks Dept. C/O Steve Meshke OR. zip code Phone: 503-325-6452 Fax: 503-325-2753 spmeshke@co.clatsop.or.us	Project: Westport Ramp Clatsop County Parks Dept. 2001 Marine Dr. Rm 253 Astoria OR. 97103 Site Phone: 503-325-6452 Date of Plans: 12/14/2020 Architect/Engr. : OSMB

We hereby propose to furnish the materials and perform the labor necessary for the manufacture of :

Precast concrete boat ramp planks, V-Groove finish, to final plan and specification as follows:

- (17) Left hand V-groove, 23'-3" x 4' x 8", 93 sf. each, 1581 sf. total, Approx. wt. 9461 lbs. each
- (13) Right hand V-groove, 23'-3" x 4' x 8", 93 sf. each, 1209 sf. total, Approx. wt. 9461 lbs. each
- (4) Right hand V-groove, 20'-0" x 4' x 8", 80 sf. each, 320 sf. total, Approx. wt. 8138 lbs. each. \$73,150.00

All planks reinforced with (2) mats Gr 60 #3,4 & 6 epoxy coated rebar as per specifications.

Freight to County Yard N/E corner Koppisch Rd. & Hilltop Loop Rd..... 5,000.00

Offload Fee per load \$885.00 estimated 5 loads, different days. 4,425.00

(4) Two ton ring clutches to mate with lifting inserts in planks. 400.00

NOTE: This quote does not include engineering calculations to determine suitability, or stamped drawing submittals from Ore. Licensed professional Engineer.

Customer responsible for adequate access to project site for vehicles 102,000 lb. gross weight, 75' length,
 Customer responsible for suitable stickers for stacking of product.

- Flatwork
 Stamping
 Wall System
 Foundation

Eighty two thousand nine hundred seventy five and 00/100..... Dollars \$ 82,975.00

With payments to be made as follows: Net 30

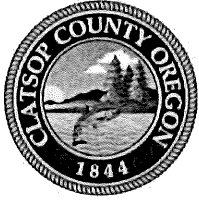
Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Respectfully submitted *Joe Floyd*
 Per Enter Authorized Representative
 Note-This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE of PROPOSAL

The above process specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
 Payment will be made as outlined above.

Date	Print Name	Signature



Clatsop County

Public Works – Parks

2001 Marine Dr., Room 253
Astoria, OR 97103
(503) 325-6452 phone / (503) 325-2753 fax
www.co.clatsop.or.us

January 7, 2021

To: Potential Bidders

Subject: Fabricate and Deliver Precast Concrete Boat Ramp Planks

Clatsop County Parks is seeking quotes for fabrication, delivery, and offload of 34 precast concrete boat ramp planks for the Westport boating facility located in Westport, Oregon. Please see the attached Request for Quotes and supporting documents.

The request for quote is due no later than 4:00 PM on February 1, 2021.

If you have any questions please feel free to contact me at 503-325-6452.

Steve Meshke
Clatsop County Parks
2001 Marine Drive Room 253
Astoria, Oregon 97103

Phone: 503-325-6452

Fax: 503-325-2753

Cell: 503-741-0767

Email: spmeshke@co.clatsop.or.us

REQUEST FOR QUOTES

Westport County Park Concrete Precast Boat Ramp Plank Fabrication For Clatsop County, Oregon January 2021

INTRODUCTION:

Westport County Park is a 27-acre park with river frontage providing access to the Westport Slough, a tributary of the Columbia River. Currently the Westport ramp consists of a two-lane ramp with wood boarding floats. There is also a large undeveloped gravel parking lot area. Overall the recreation site is very undeveloped. The primary use of this site is by boaters to access the Columbia River for fishing, hunting, and pleasure boating. The site is heavily used during the Columbia River spring Chinook salmon fishery, as well as by fishermen and duck hunters in the fall. There are growing numbers of non-motorized craft users, and this site is listed in the Lower Columbia River Water Trails program as an access point for the Columbia River.

Since 1972 the County has operated the boat ramp at this site. In 2014 the County acquired the 27-acre parcel through a donation from the Wauna Mill and Georgia Pacific. Currently the County is working with the Oregon State Marine Board to improve this site and create a new boating facility.

SCOPE OF WORK:

Contractor is to fabricate and deliver thirty-four (34) precast concrete boat ramp planks to the County storage yard located on the North East corner of Koppish Road and Hillcrest Loop Road intersection (between the communities of Knappa and Svensen) Clatsop County, Oregon.

Contractor shall furnish all labor, equipment, tools, and materials necessary to fabricate, deliver and off load the 34 precast boat ramp planks as shown in the drawings. Contractor will complete work in accordance with the drawings in "Exhibit 1", specifications in "Exhibit 2" and terms of the County Services Contract. Project work may commence upon issuing of a contract and must be completed by June 30, 2021. Removal of the old boat ramp planks and installation of new boat ramp planks are not part of this project.

GENERAL PROVISIONS OF AGREEMENT

The services will be provided on a contractual basis with the following provisions:

1. Files and work products are the property of the county and documents are subject to public records law.
2. Agreement will include a not-to-exceed amount.
3. The agreement cannot be assigned without county's written consent.
4. Using county's Standard Form for Professional Services. See example on "Exhibit 4"

QUOTE SUBMISSION REQUIREMENTS

As a minimum, the quote letter should include the following information:

1. Firm name and location, including all relevant contact information.
2. A statement indicating contractor could begin work and complete work on time.
3. A completed "Aluminum Boarding Dock Bid Form". See "Exhibit 3"

Return quotes no later than 4:00 p.m. February 1, 2021 to the address or email listed below.

Steve Meshke
Natural Resources Manager
2001 Marine Drive Room 253
Astoria, OR 97103

Email: spmeshke@co.clatsop.or.us

SELECTION PROCESS

If a contract is awarded, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, considering price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110 [2003 c.794 ~54]

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

GENERAL INFORMATION

Please contact Steve Meshke, Natural Resource Manager, at (503) 325-6452 for further information.



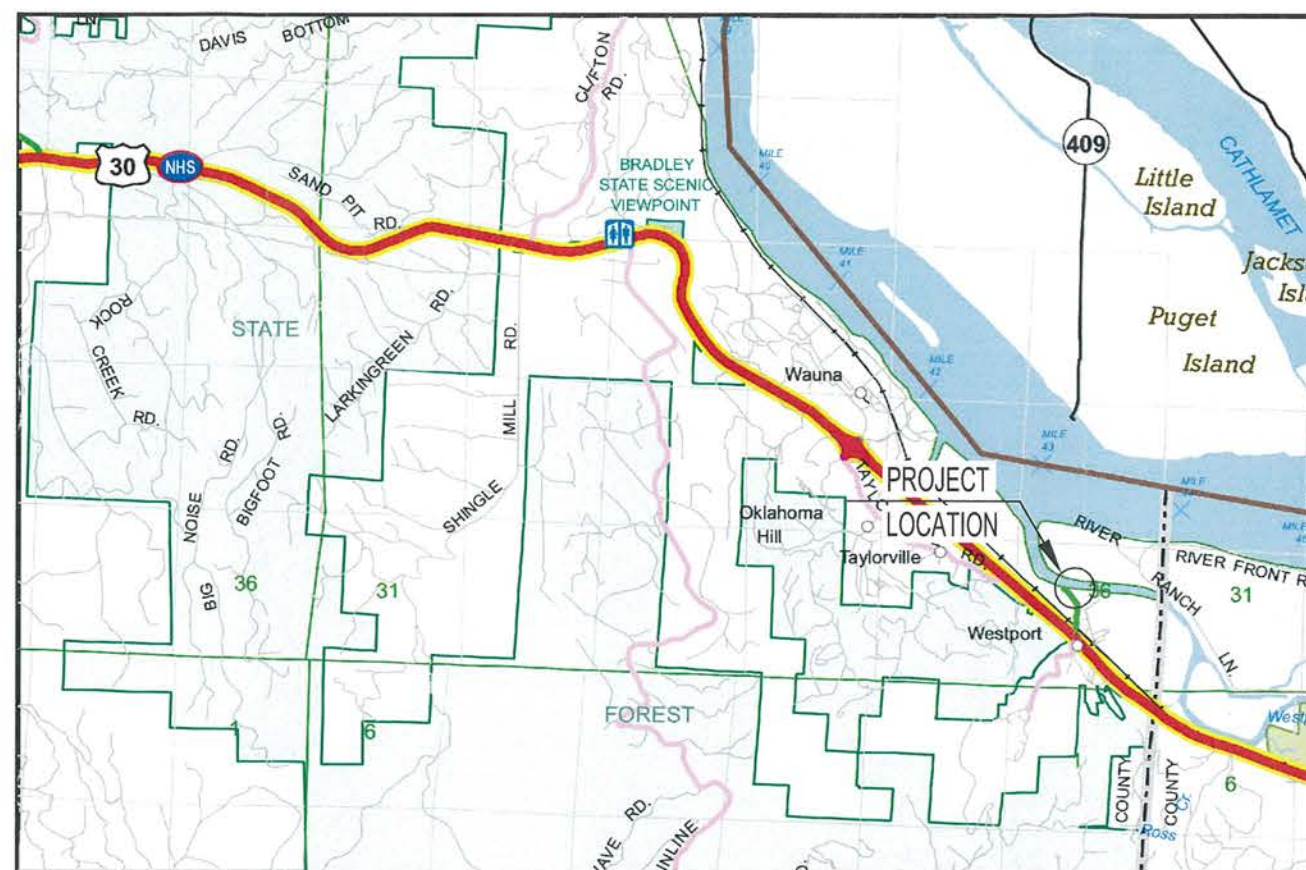
LOCATION MAP

NO SCALE

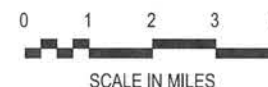
DRAWING INDEX

- 01 - TITLE SHEET
- 02 - LAUNCH RAMP PLAN
- 03 - 23'-3" PRECAST CONCRETE PLANK DETAILS (L.H. GROOVE)
- 04 - 23'-3" PRECAST CONCRETE PLANK DETAILS (R.H. GROOVE)
- 05 - 20'-0" PRECAST CONCRETE PLANK DETAILS (R.H. GROOVE)

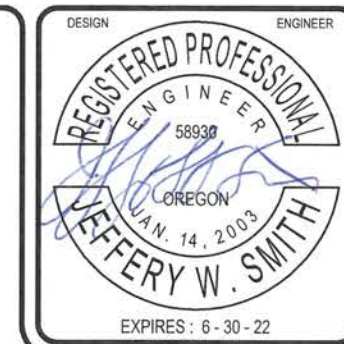
Exhibit 1



VICINITY MAP



GEOGRAPHIC LOCATION	
TOWNSHIP:	08 NORTH
RANGE:	06 WEST
SECTION:	36
TAX LOT:	00408
COUNTY:	CLATSOP
LATITUDE:	46°08'12" NORTH
LONGITUDE:	123°22'23" WEST
USGS QUAD MAP:	NASSA POINT



FINAL CHECK SIGNATURE

DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-14-20

SHEET STATUS
FINAL
 AS ADVERTISED



PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
 TITLE SHEET

SHEET NUMBER
 1

SHEET 1 OF
 DRAW 0402 - Page 303

PRECAST CONCRETE PLANKS - FABRICATE & DELIVER

WESTPORT RAMP - WESTPORT SLOUGH

CLATSOP COUNTY PARKS DEPARTMENT



FINAL CHECK SIGNATURE

DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-14-20

SHEET STATUS
FINAL
 AS ADVERTISED

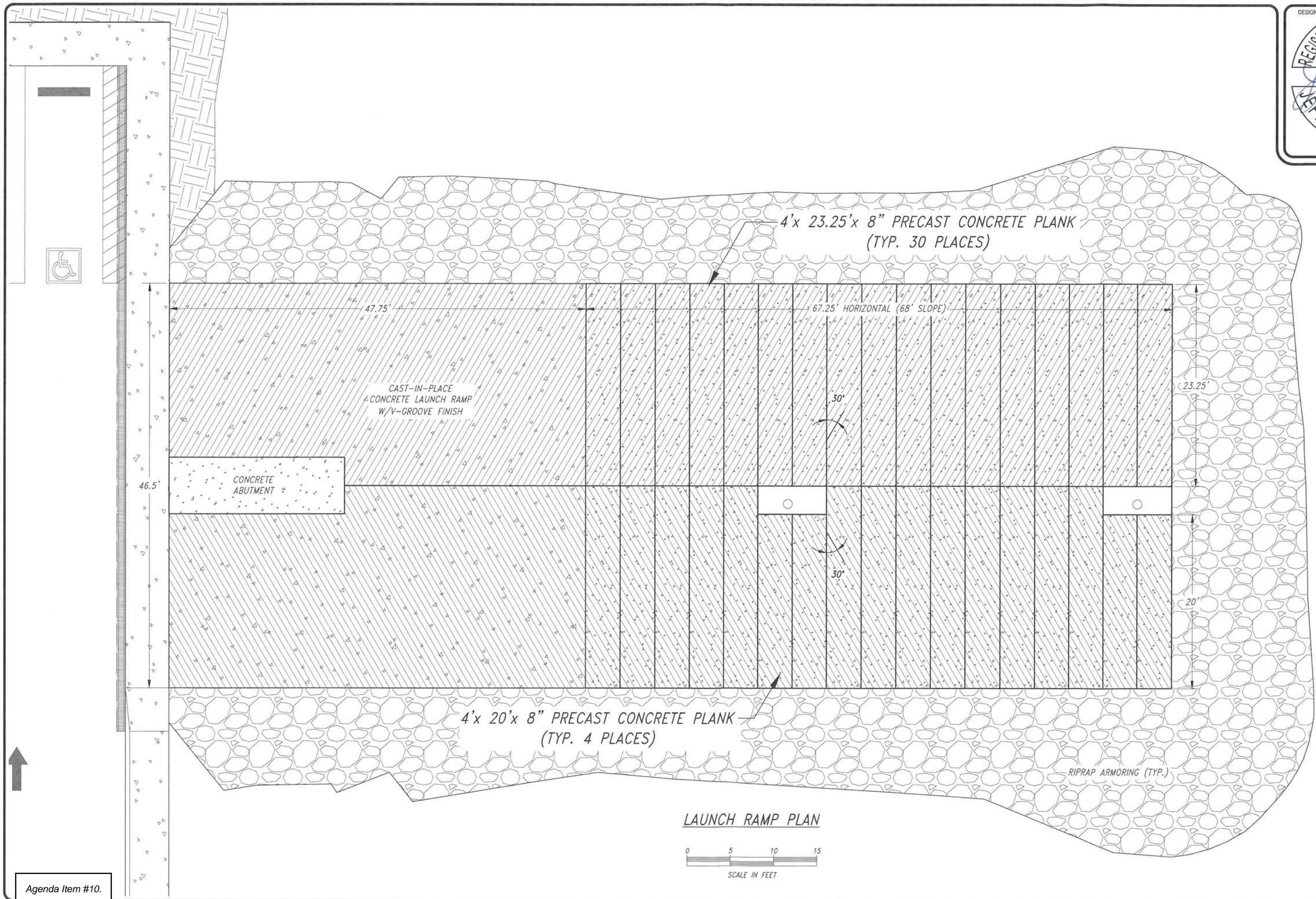


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

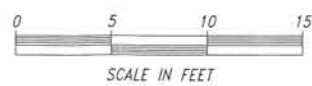
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 LAUNCH RAMP PLAN

SHEET NUMBER
2

SHEET 2 OF
 DRA 0402



LAUNCH RAMP PLAN





FINAL CHECK SIGNATURE

DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-14-20

SHEET STATUS
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 AS ADVERTISED

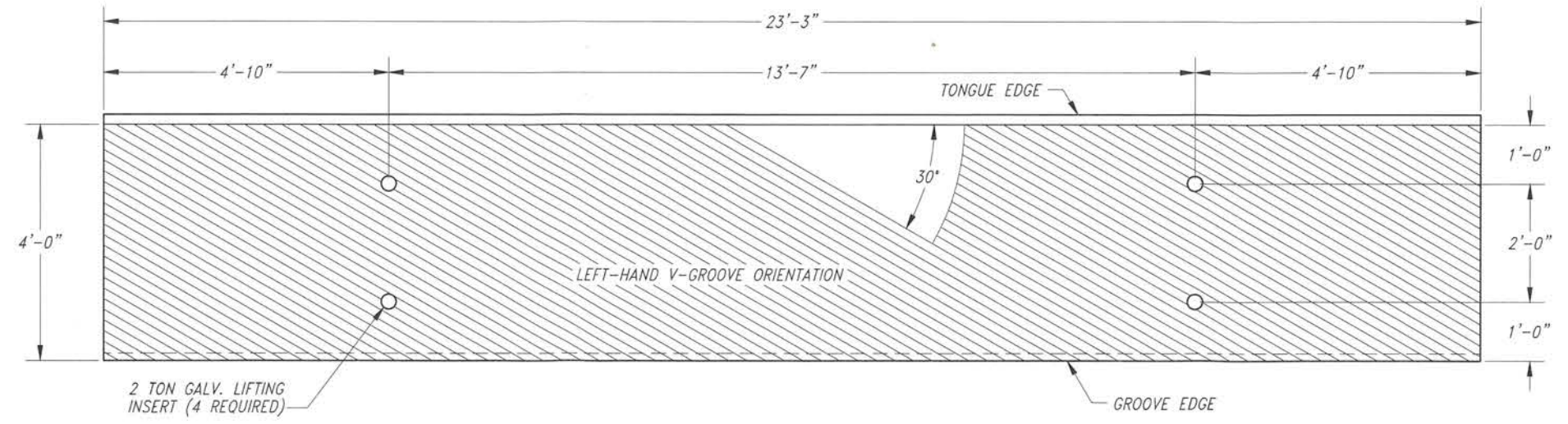
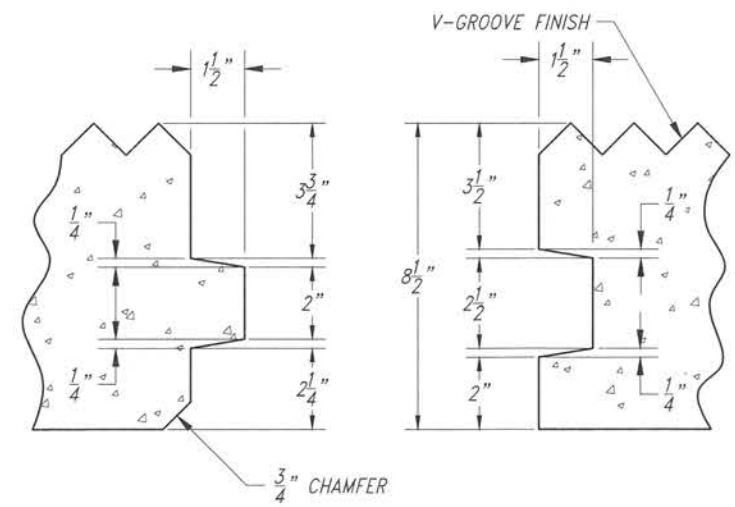
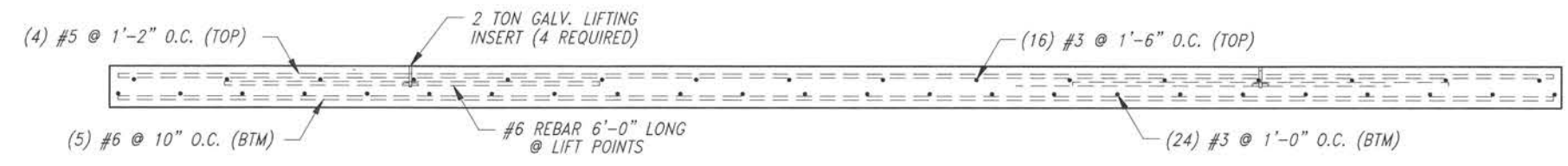
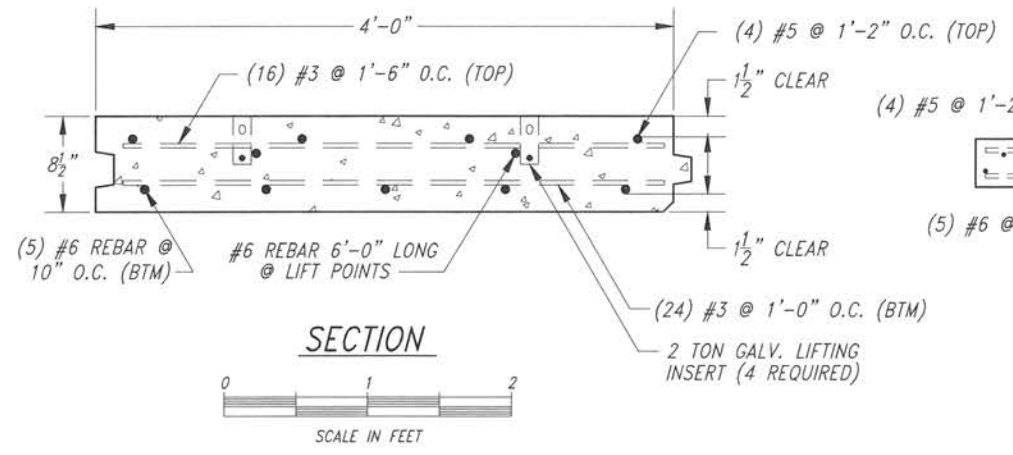
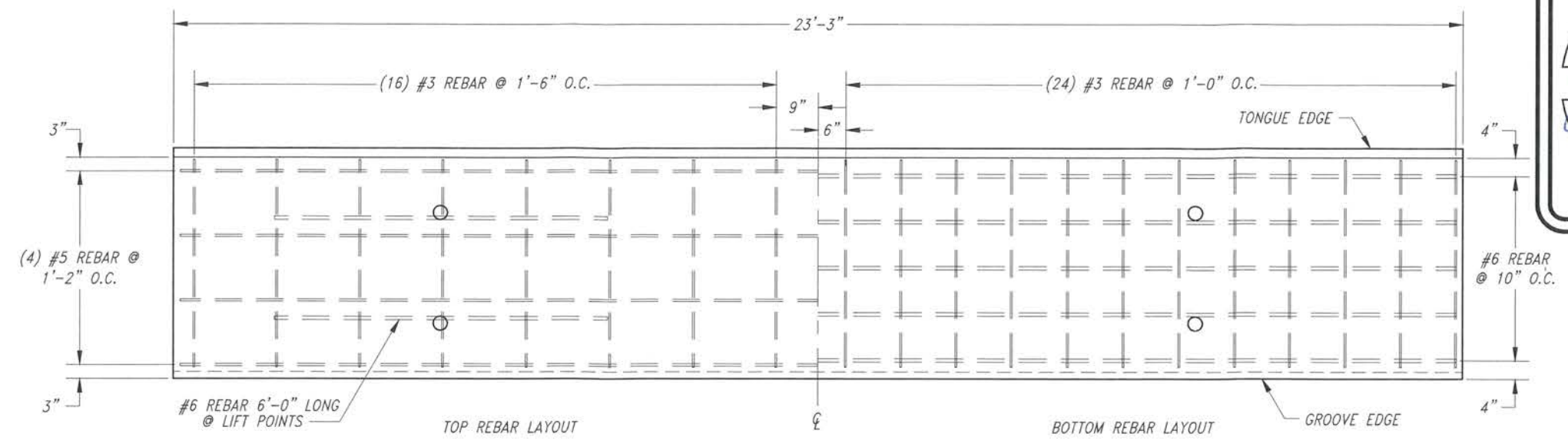
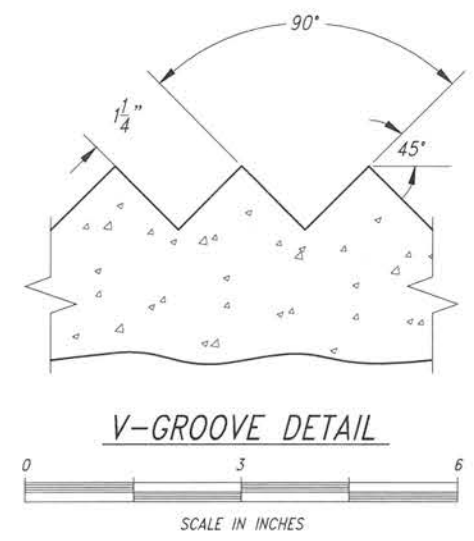


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
 23'-3" PRECAST CONCRETE PLANK DETAILS (L.H. GROOVE)

SHEET NUMBER
3

SHEET 3 OF
 DRA 0402



- NOTES:
1. PLANKS SHALL BE MANUFACTURED IN A PURPOSE-BUILT FORM WITH THE V-GROOVES CAST DURING PRODUCTION. HAND FINISHING IS NOT ALLOWED.
 2. EACH PLANK SHALL BE MANUFACTURED SUCH THAT ITS V-GROOVES LINE UP WITH THE ADJACENT PLANK'S V-GROOVE.

17 PLANKS REQ'D AS SHOWN



FINAL CHECK SIGNATURE

DESIGNER: OSMB
DRAFTER: OSMB
DATE: 12-14-20

SHEET STATUS
FINAL
AS ADVERTISED

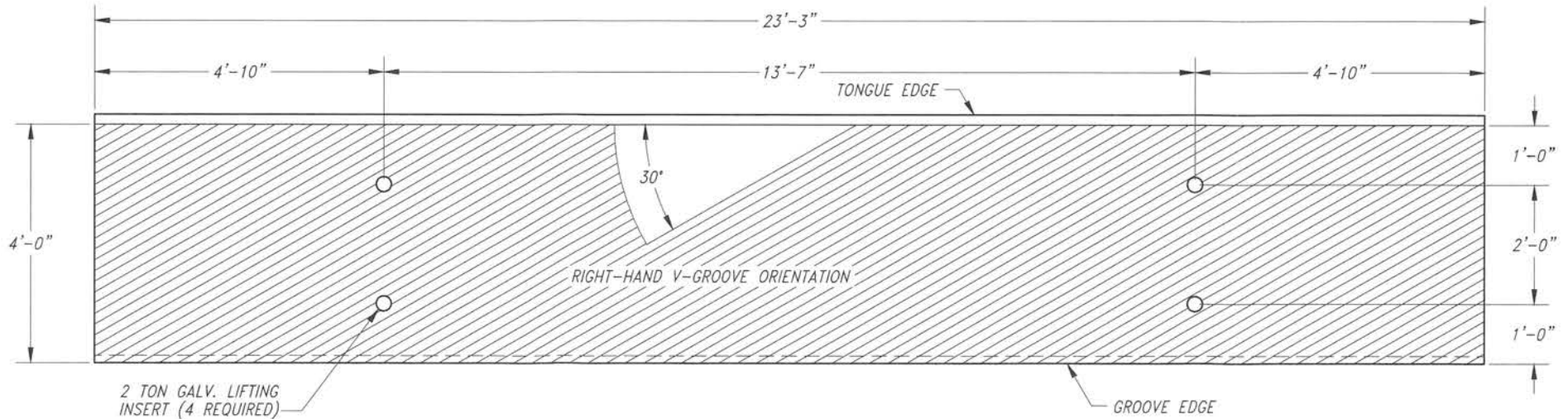
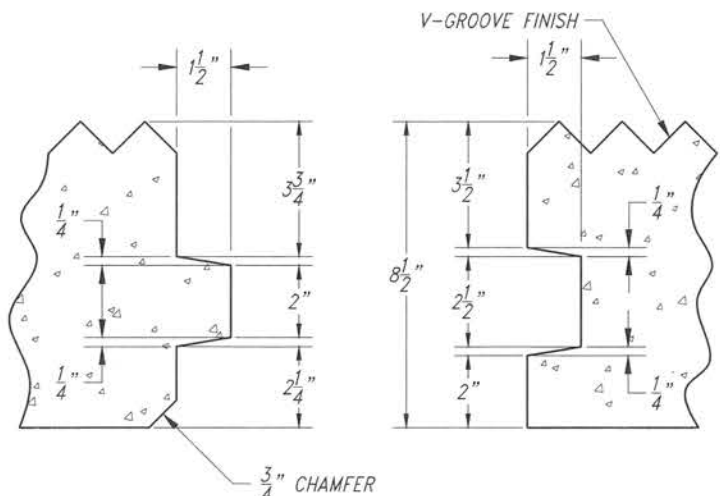
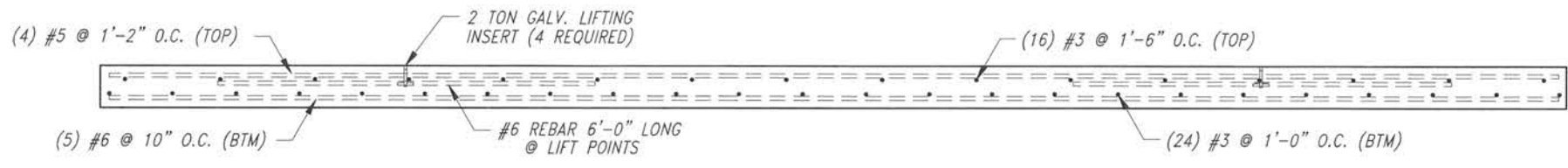
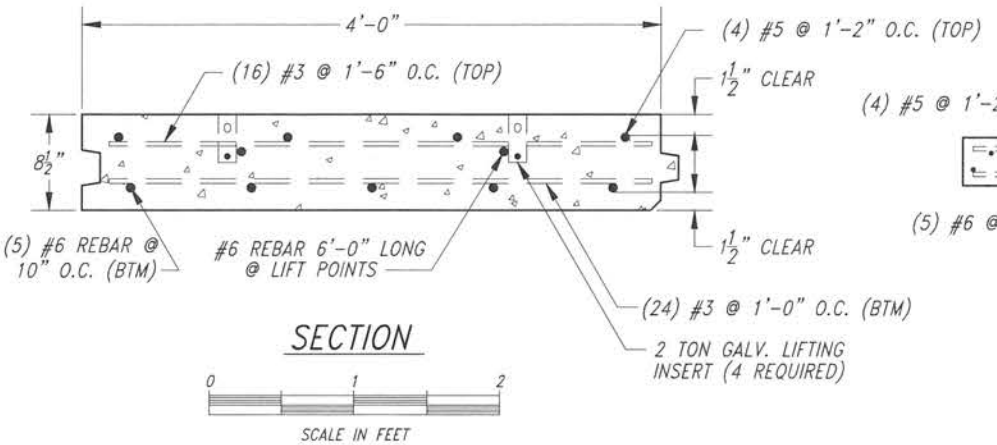
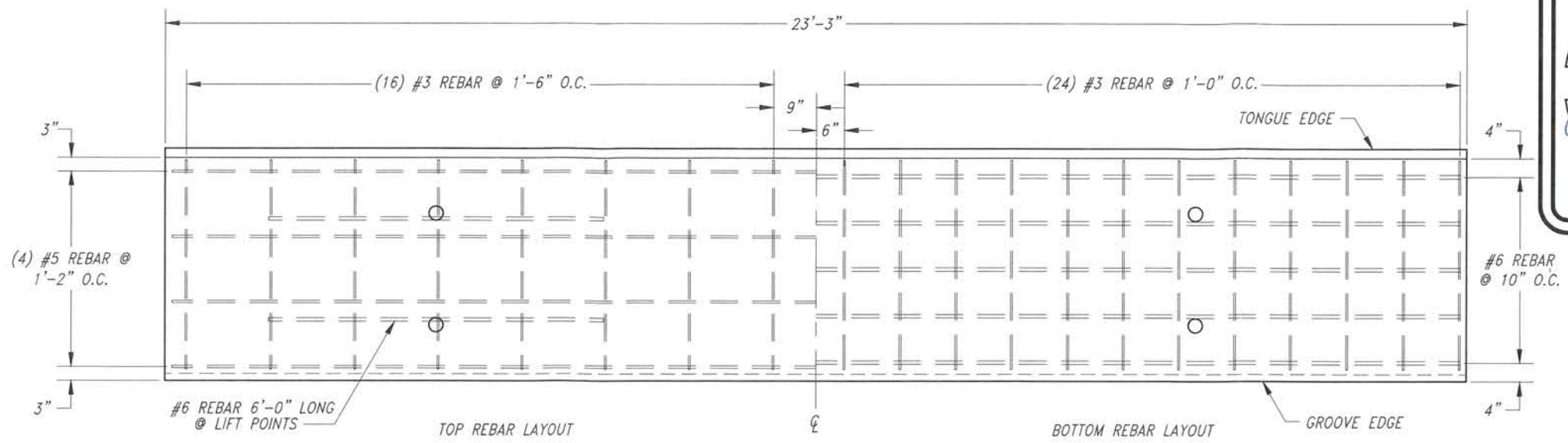
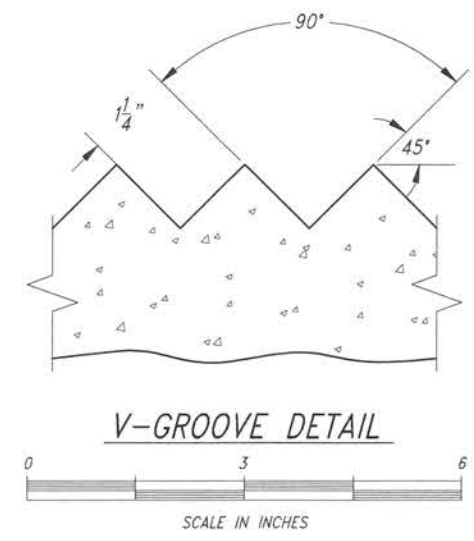


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
WESTPORT RAMP - WESTPORT SLOUGH
CLATSOP COUNTY PARKS DEPARTMENT

SHEET DESCRIPTION:
23'-3" PRECAST CONCRETE PLANK DETAILS (R.H. GROOVE)

SHEET NUMBER
4

SHEET 4 OF
0402



- NOTES:
1. PLANKS SHALL BE MANUFACTURED IN A PURPOSE-BUILT FORM WITH THE V-GROOVES CAST DURING PRODUCTION. HAND FINISHING IS NOT ALLOWED.
 2. EACH PLANK SHALL BE MANUFACTURED SUCH THAT ITS V-GROOVES LINE UP WITH THE ADJACENT PLANK'S V-GROOVE.

13 PLANKS REQ'D AS SHOWN



FINAL CHECK SIGNATURE

DESIGNER: OSMB
 DRAFTER: OSMB
 DATE: 12-14-20

SHEET STATUS
FINAL
 AS ADVERTISED

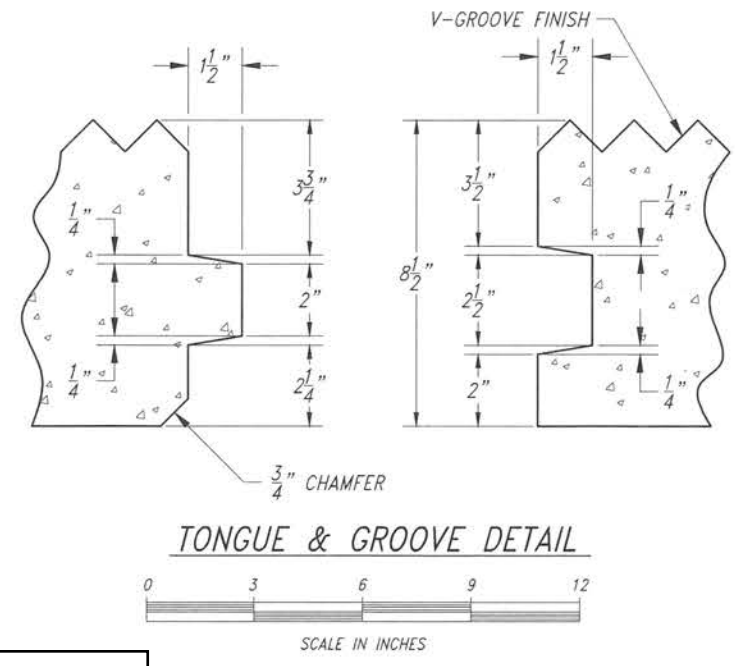
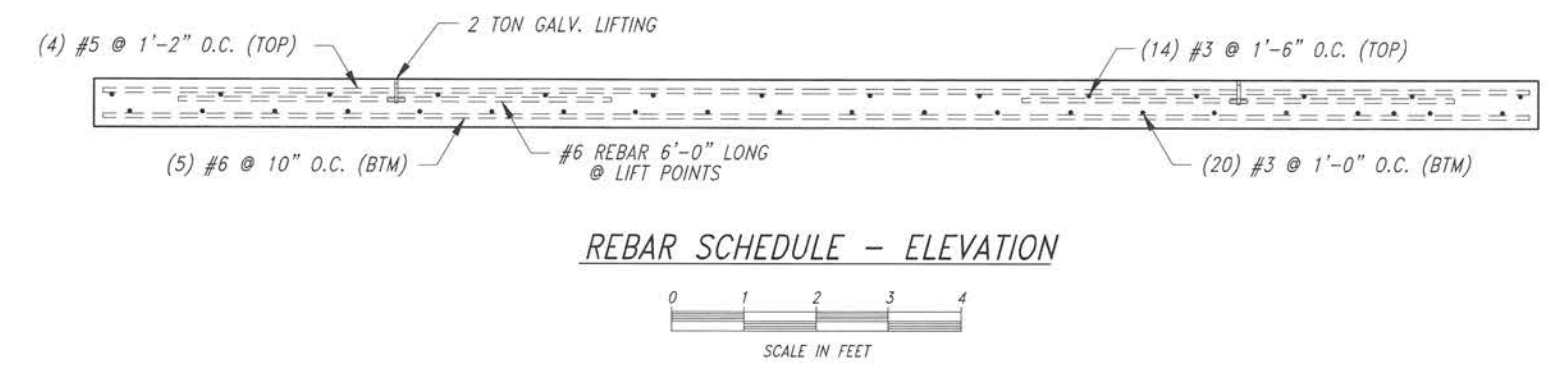
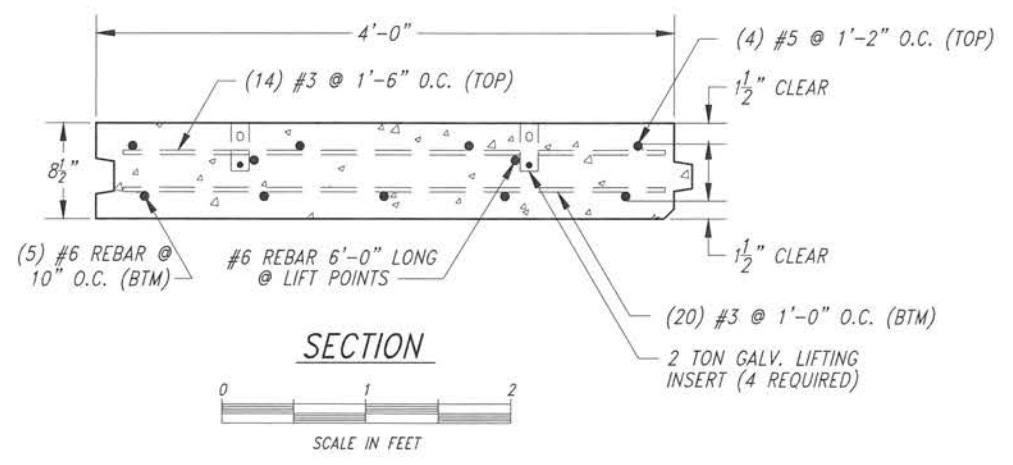
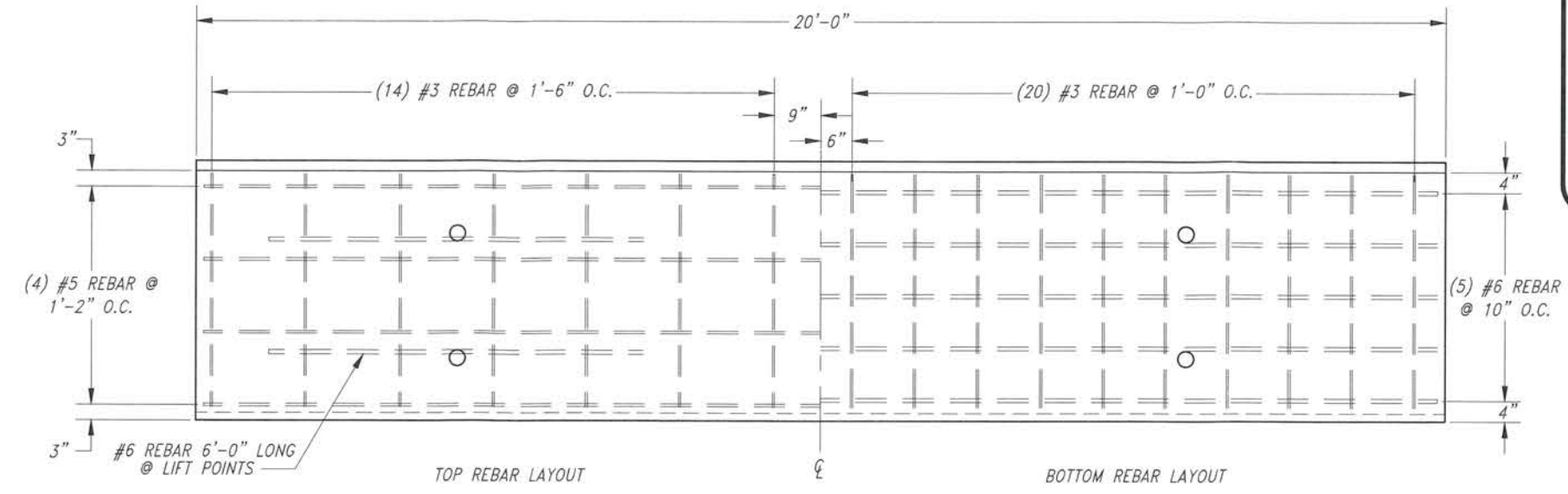
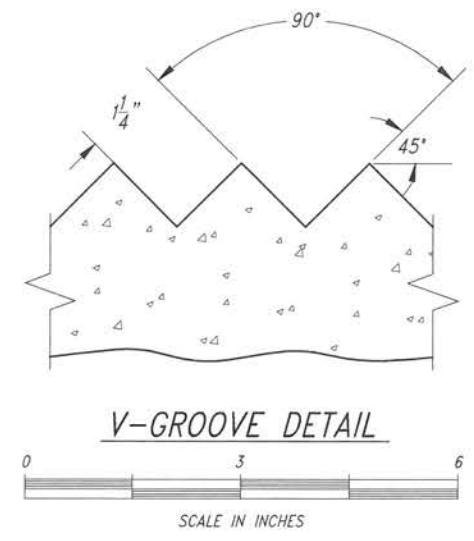


PROJECT LOCATION, WATERBODY & FACILITY OWNER:
 WESTPORT RAMP - WESTPORT SLOUGH
 CLATSOP COUNTY PARKS DEPARTMENT

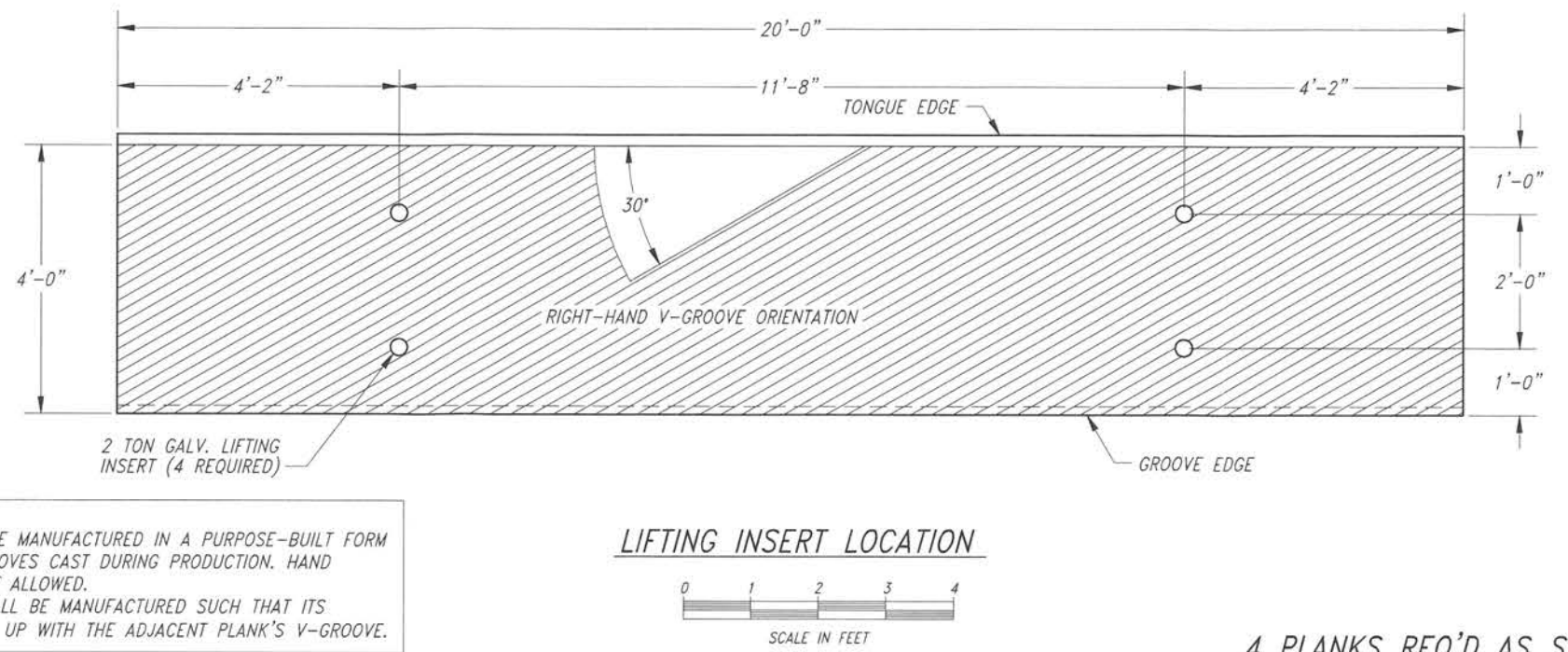
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SHEET NUMBER
5

SHEET 5 OF
 DRA 0402



- NOTES:**
1. PLANKS SHALL BE MANUFACTURED IN A PURPOSE-BUILT FORM WITH THE V-GROOVES CAST DURING PRODUCTION. HAND FINISHING IS NOT ALLOWED.
 2. EACH PLANK SHALL BE MANUFACTURED SUCH THAT ITS V-GROOVES LINE UP WITH THE ADJACENT PLANK'S V-GROOVE.



4 PLANKS REQ'D AS SHOWN

**SPECIFICATIONS
FOR THE
PURCHASE & DELIVERY OF
PRECAST CONCRETE BOAT RAMP PLANKS
WESTPORT RAMP, WESTPORT SLOUGH
FOR
CLATSOP COUNTY PARKS DEPARTMENT**



EXPIRES: 6 - 30 - 2022

Approved By:
Jeffery W. Smith, P.E.
Oregon State Marine Board
Senior Facilities Engineer



Prepared By:
Oregon State Marine Board
Facilities Department
12/15/20

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PURCHASE & DELIVERY OF
PRECAST CONCRETE BOAT RAMP PLANKS
WESTPORT RAMP, WESTPORT SLOUGH
FOR
CLATSOP COUNTY PARKS DEPARTMENT

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SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Location for delivery is a county yard on the North East corner of Koppisch Road and Hillcrest Loop Road intersection (between the communities of Knappa & Svensen) Clatsop County, Oregon.

B. Major project components are as follows:

- Manufacture of (34) precast concrete boat ramp planks for future boat launch improvements.
- Delivery and offloading of planks as specified by the Owner at the county yard on the North East corner of Koppisch Road and Hillcrest Loop Road intersection (between the communities of Knappa & Svensen).

C. Project is for Clatsop County Parks Department, referred to hereafter as Owner.

D. The Owner's Representative is:

Steve Meshke
Natural Resources Manager
Clatsop County Parks Dept.
2001 Marine Drive, Room 253
Astoria, OR 97103

Phone: 503-325-6452
Fax: 503-325-2753
Email: spmeshke@co.clatsop.or.us

E. The Engineer of Record is:

Jeffery W. Smith, P.E.
Sr. Facilities Engineer
Oregon State Marine Board
435 Commercial Street NE
Salem, OR 97309-5065

Phone: (503) 480-6090
Fax: (503) 378-4597
Email: Jeff.SMITH@oregon.gov

F. The Engineer's Representative is:

Joe Glossop
Boating Facilities Designer
Oregon State Marine Board
435 Commercial Street NE
Salem, OR 97309-5065

Phone: (503) 507-4082
Fax: (503) 378-4597
Email: Joseph.Glossop@oregon.gov

G. This project is bid out as a **LUMP SUM CONTRACT** and the Contractor shall furnish all labor, equipment, materials and fabrication necessary to complete work in accordance with the plans, specifications, and terms of the contract.

H. Value Engineering, whereby the Contractor suggests alternate design and/or materials for a reduced cost and share in the savings, is **NOT** a component of this project contract.

1.2 PLANS

A. The following five [5] drawings hereby form a part of this contract:

1. 0402 – NG – 19 Title Sheet
2. 0402 – NG – 20 Launch Ramp Plan

3. 0402 – NG – 21 23'-3" Precast Concrete Plank Details (L.H. Groove)
4. 0402 – NG – 22 23'-3" Precast Concrete Plank Details (R.H. Groove)
5. 0402 – NG – 23 20'-0" Precast Concrete Plank Details (R.H. Groove)

END OF SECTION 01010

SECTION 01019 - CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.1 PROJECT COMPLETION

- A. Provide the following documents:
1. A written request for final inspection.
 2. A clean set of plans marked, showing all deviations from the planned construction (as built) and representing a complete record of the actual location of all completed work.
 3. Provide test results as required.
 4. Contractor's Application for Payment Form, Final Payment Request and Contractors Release of Liens & Claims Form.

END OF SECTION 01019

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SECTION 01090 - REFERENCE STANDARDS AND ABBREVIATIONS

PART 1 - GENERAL

1.1 REFERENCED STANDARDS & ABBREVIATIONS:

- A. All work shall conform to the current edition of the following referenced standards:
- | | |
|--------|--|
| AA | Aluminum Association |
| AASHTO | American Association of State Highway and Transportation Officials |
| ACI | American Concrete Institute |
| ACM | American Construction Manual |
| ADA | American's with Disabilities Act Standards for Accessible Design |
| AISC | American Institute of Steel Construction |
| APA | American Plywood Association |
| APWA | American Public Works Association |
| ASTM | American Society for Testing and Materials |
| AWPA | American Wood Preservers' Association |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| DFPA | Division for Product Approval of American Plywood Association |
| IBC | International Building Code |
| | State of Oregon Structural Specialty Code |
| ISSA | International Slurry Surfacing Association |
| NEC | National Electric Code |
| ODOT | Oregon Standard Specifications for Construction
by the Oregon Department of Transportation. |
| OSHA | Occupational Safety and Health Administration |
| QPL | Qualified Products Listing by the Oregon Department of Transportation,
Materials and Research Section |
| UPC | Uniform Plumbing Code |
| | State of Oregon Plumbing Specialty Code |
| WAQTC | Western Alliance for Quality Transportation Construction |
| WCLIB | West Coast Lumber Inspection Bureau |
| WWPI | Western Wood Preservers Institute |

END OF SECTION 01090

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SECTION 01305 – PRODUCT AND MATERIAL SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section specifies transmittal instructions, the number of copies of Contractor submittals to be provided, and distribution of those submittals as required in the General Conditions.
- B. Submittals may include:
 - 1. Product Submittals
 - 2. Materials Submittals
 - 3. Equipment Submittals
 - 4. Shop Drawings

PART 2 - REQUIRED SUBMITTALS

- 2.1 Submittals are required if indicated in the specification sections.
- 2.2 Deviation from Contract: Submit a request for substitution for deviations from the Specifications or Plans. Include the reason for the deviation and cost differential for the deviation. Deviations from the Contract shall be authorized only if previously approved in writing.
- 2.3 The Engineer of Record (or the Engineer's Representative) reserves the right to ask for Submittals that are not referenced in this document.

PART 3 - EXECUTION

3.1 SUBMISSIONS

- A. Submittals Format
 - 1. The preferred format for submittals is in electronic format.
 - 2. If hard copies are submitted, the contractor shall submit three (3) copies of all required information. Individual sheets shall not exceed 11"x 17" in size.
- B. Each submittal shall be accompanied by a Submittal Transmittal Form. The Submittal Transmittal Form shall indicate:
 - 1. Which specific product is being proposed.
 - 2. How the product is being used (indicate specific specification sections where applicable).
 - 3. Size and quantities (if applicable).
- C. Submittals shall be received by the Engineer of Record (or the Engineer's Representative) not less than fourteen (14) calendar days prior to purchase and/or installation.

- D. Submittal Completeness: Submittals which do not have all the required information are not acceptable and will be returned without review.

3.2 REVIEW PROCEDURE

- A. The Engineer of Record (or the Engineer's Representative) will review the submittal for conformance to the plans and specifications. After review, the submittal will be returned to the Contractor, and a Copy shall be supplied to the Owner. The returned material will consist of one (1) marked-up copy of the submittal. Additional copies as needed will be the responsibility of the Contractor. The returned submittal will indicate one of the following actions:

1. **"Accepted as Submitted"** - If the review indicates the material, equipment or work method is in general conformance with the Contract Plans/Specifications, the submittal copies shall be marked "Accepted as Submitted." In this event, the Contractor may begin to incorporate the material/equipment/work method covered in the submittal.
2. **"Accepted as Noted"** - If the review indicates the submittal is insufficient or that limited corrections are required, the submittal copies may be marked "Accepted as Noted." The Contractor may begin to implement the work method or incorporate materials/comments covered in the submittal in accordance with the corrections/comments noted.
3. **"Correct and Resubmit"** - If the review reveals the submittal is insufficient or contains incorrect data and the comments require revision and resubmittal, the submittal copies shall be marked "Correct and Resubmit." In this case, the Contractor shall not then undertake work covered by this submittal until the submittal has been revised, resubmitted, and returned to the Contractor with a marking of "Accepted" or "Accepted as Noted."
4. **"Review Not Required"** - If the review reveals the material, equipment, or work does not require submittal, then the submitted copies shall be marked "Review Not Required" In this event, the Contractor may begin to incorporate the material/equipment/work covered by the submittal and no further action is required.

3.3 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

- A. A mark of "Accepted" or "Accepted as Noted" shall mean the Engineer of Record (or the Engineer's Representative) has no objection to the Contractor, upon the Contractor's own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.
- B. The Contractor shall furnish to the Engineer the following items for equipment, articles, and materials incorporated in the work:
 1. Submittals for items identified in individual specification sections.
 2. Manufacturer's special tools and special accessories normally furnished by the manufacturer and which, by their specific nature and special design, are suited for convenient and expeditious adjustment, maintenance, and repair.
 3. Manufacturer's and dealer's warranties and guarantees which are normally available to purchasers. Such warranties and guarantees shall be made effective to the Owner as the purchaser.

END OF SECTION 01305

SECTION 03412 - STRUCTURAL PRECAST CONCRETE PLANKS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work consists of the fabrication, delivery and offloading of structural precast concrete planks for a boat ramp.
- B. The precast planks shall be purchased from a qualified precast concrete manufacturer.
- C. Work includes size and number of planks as shown on the plans.

1.2 PRECAST MANUFACTURER QUALIFICATIONS

- A. Precast concrete planks shall be purchased from a firm that is regularly engaged in the production of precast concrete products as their primary business.
- B. Precast manufacturer must demonstrate their ability and expertise to produce the required product to the satisfaction of the Engineer-of Record prior to plank construction.
- C. Precast manufacturer must be able to show a record of five (5) years minimum relevant experience and the ability to meet the requirements of this specification.
- D. The following precast manufacturers have provided precast concrete planks on past projects. This list is provided for reference purposes only and is not intended to exclude potentially qualified precast manufacturers.
 - 1. Bellingham Marine, Bellingham, WA, (360) 543-5801
 - 2. Hanson Pipe & Precast, Portland, OR, (503) 285-3817
 - 3. Jensen Precast, Orland, CA, (800) 709-3000
 - 4. Oregon Precast, Prineville, OR, (541) 447-4474.
 - 5. Marine Industrial Construction, Wilsonville, OR, (503) 682-9925
 - 6. Northwest Precast, Puyallup, WA, (503) 407-3404
 - 7. Utility Vault, Wilsonville, OR, (503) 682-2844

1.3 SUBMITTALS

- A. The Owner shall receive the submittals at least 10 days prior to fabrication or ordering. Submit one copy of samples and three copies of printed material. One copy of all submittals will be returned to the Contractor.
 - 1. Submit shop drawing and/or manufacturer's literature for products and methods, which differ from those shown on the plans or in the Specifications. Drawings or literature must be marked to show the exact number, size, etc. the Contractor proposes for use.

2. Submit concrete mix design with all proposed concrete additives to the Engineer for approval. If the concrete supplier, aggregate source, or any additives change at any time, submit a new concrete design to the Engineer for approval.

1.4 RELATED WORK

- A. None

PART 2 - MATERIAL

2.1 FORM MATERIALS

- A. Forms shall be constructed of plywood, lumber, or steel sheets or plates free of defects that could cause blemishes. Forms must be removable without injuring the concrete and must be constructed to maintain close tolerances between mating surfaces of adjacent precast components.

2.2 CONCRETE

- A. Concrete shall be supplied from a local ready-mix plant or precast concrete products firm regularly engaged in the production of concrete.
- B. Cement, aggregate, and water shall be proportioned to obtain concrete with good workability.
- C. Mix design shall meet the following requirements:
 1. Cement type: ASTM C 150 Type II or IIA.
 2. Minimum compressive strength concrete: 5,000 psi at 28 days in conformance with ASTM C 39.
 3. Minimum cement content: 690 pounds of cement per cubic yard. As a replacement for cement, fly ash may comprise up to 20% of the minimum specified cement content.
 4. Aggregates shall comply with ASTM C 33 with course aggregates meeting size No. 67 (3/4 inch to No. 4).
 5. Maximum water-cement ratio: 0.38 (lb./lb.). Water shall be potable.
 6. Slump: 3 to 5 inches in conformance with ASTM C 143.
 7. Air content: 4.0 to 7.0 percent in conformance with ASTM C231.
 8. Admixtures, any and all, must be listed on the current QPL (Qualified Products Listing) as published by the Oregon Department of Transportation, Materials and Research Section. The QPL can be located online at <http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/QPL/Docs/QPL.pdf>. The "current" QPL is defined as that which is in effect on the date the contract is awarded.

D. Mix design submittal

1. The Contractor shall furnish, in writing to the Engineer, proportions by weight of the following materials to be used by the local ready mix plant, at least 10 days before using any concrete on the project.
 - * Provide compressive strength test results obtained within the past 12 months
 - * Air entraining admixtures
 - * Cement type and content
 - * Fly ash (if applicable)
 - * Each size and gradation of aggregate
 - * Other admixtures
 - * Water/Cement ratio

2.3 REINFORCEMENT

A. Deformed bar reinforcement:

1. Deformed bar size, spacing, and layout shall be as shown on the plans.
2. Deformed bars shall be epoxy coated Grade 60 new billet steel and shall be in conformance with the requirements of ASTM A 706 or ASTM A 615.
3. Epoxy coating shall be in accordance with ASTM A 775, ODOT 02510.11, and the following.
 - (a) Coating voids – Patch visible voids in the coating, regardless of cause, in conformance with ODOT 00530.48.
 - (b) Handling - All systems for handling coated bars shall have padded contact areas for the bars wherever possible. Pad all bundling bands and lift all bundles with strongbacks, multiple supports or platform bridges so as to prevent bar-to-bar abrasion from sags in the bar bundle.
 - (c) Coated reinforcement ties and supports – Ties for coated reinforcement shall be nonmetallic coated. Where coated bars are tied to uncoated bars, the ties shall be nonmetallic coated.

B. Lifting Inserts

1. Four (4) lifting inserts for each plank are required and shall be located as shown on the plans. Each insert shall be galvanized and have a capacity rating of no less than 1/3 the total weight of the plank (i.e. 2 or 4 ton as required).
2. Supply one set of four (4) lifting clutches compatible for use with the lifting inserts.

PART 3 - EXECUTION

3.1 GENERAL

- A. Manufacturing and delivery of concrete shall be in accordance with ASTM C 94.
- B. Adjust the quantities of aggregate and water to compensate for differences from the saturated surface-dry condition.

- C. Materials containing frost or lumps of frozen materials shall not be used.
- D. The precast manufacturer shall determine the distance to the concrete local mix plant and shall carefully plan the timing of placement and finishing of the concrete.
- E. All concrete shall be in final position in the forms within 90 minutes or before 300 revolutions of the mixing drum after the addition of the mixing water to the cement and aggregates. If the ambient air temperature is above 80°F, the above limits shall be 1 hour or 200 revolutions. Concrete that exceeds these limits shall be rejected unless an appropriate retarding admixture conforming to ASTM C 494/C 494M is included in the mix design.
- F. Avoid segregation. Do not move concrete with vibrators or tampers.
- G. Consolidate concrete during and immediately after depositing, with suitable mechanical vibrators operating within the concrete, attached to steel forms, or attached to the rebar. Vibrate at any point sufficiently to accomplish compaction, but do not prolong to a point where segregation occurs.
- H. Steel reinforcement shown on the plans is designed to carry live load and dead load anticipated on the structure after the structure is installed at the permanent site. The Contractor will be responsible for adding reinforcement as needed to facilitate handling, transportation, and assembling the planks without incurring structural damage or cracking of the precast planks.

3.2 PRECAST CONCRETE FORMWORK & V-GROOVE FINISH

- A. Provide forms for concrete using best common practice. Place to the dimensions called for or as directed.
- B. V-grooves shall be formed using form liners. Hand grooving is not allowed.
- C. The precast manufacturer shall assume all responsibility for determining when to remove the concrete planks from the forms without causing structural damage to the planks. Damaged planks will be rejected.

3.3 CONCRETE REINFORCEMENT

- A. Steel reinforcement shall be located in the cross-sectional area of the planks as shown in the plans.
- B. Accurately place and adequately support reinforcing steel or strand in final position prior to starting placement of concrete. The maximum allowable variation for center-to-center spacing of reinforcing steel is ½ inch.
- C. Use full lengths of reinforcing steel whenever possible and keep the number of splices to a minimum. When splices are necessary on long runs, splices shall be alternated from opposite sides of the component for adjacent steel bars. Lap bars #4 or smaller a minimum of 12 inches. Lap bars larger than #4 a minimum of 24 bar diameters. Bend bars cold unless otherwise approved by the Engineer.

3.4 WEATHER

- A. The temperature of the concrete shall not exceed 80°F at time of placement, and when the ambient temperature reaches 90°F, the concrete shall be protected with moist covering or other methods approved by the Engineer.

- B. Do not place concrete if the ambient temperature is or is forecasted to be below 40°F. the day of the placement and the next 7 calendar days unless an approved specified enclosure, insulated forms, and/or heating devices are used to maintain the concrete surface temperature of at least 45°F.

3.5 CURING

- A. Protect concrete from rain during finishing and sealing operations.
- B. Cure concrete immediately following the surface finishing with a white or clear liquid membrane-forming compound (Type 2) in compliance with ASTM C 309. Application rate shall not be less than 1 gallon per 150 square feet.
- C. Wet burlap, canvas, steam curing, or other acceptable protection shall be used to keep the concrete moist for a minimum of seven calendar days.
- D. Protect concrete from freezing for 7-day minimum curing period.

PART 4 - QUALITY CONTROL

4.1 TOLERANCES

- A. Length and width of planks shall be +/- 1/8" of design as shown on plans.
- B. Long edges of planks shall be parallel to within 1/8".
- C. Planks shall be square to within 1/8" by measuring the diagonals.

4.2 TESTING

- D. The Contractor shall be responsible for having the following tests completed on the concrete by an independent testing firm. The Contractor shall provide the results for the following tests to the Engineer. Sampling shall be in accordance with ASTM C 172.
 - 1. Temperature of freshly mixed concrete, ASTM C 1064: One test per 50 C.Y of concrete placed, or a minimum of one test per day if less than 50 C.Y.
 - 2. Slump of freshly mixed concrete, ASTM C 143: One test per 50 C.Y of concrete placed, or a minimum of one test per day if less than 50 C.Y.
 - 3. Air content of freshly mixed concrete, ASTM C 231: One test per 50 C.Y of concrete placed, or a minimum of one test per day if less than 50 C.Y.
 - 4. Compressive strength of cylindrical concrete specimens, ASTM C 39: Two cylinders per 50 C.Y. of concrete placed, or a minimum of two cylinders per day if less than 50 C.Y.

END OF SECTION 03412

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Exhibit 3

PROPOSER'S BID FORM

Proposer's Company Name: _____

Authorized Representative: _____

Representative's Signature: _____

Date: _____

***PRECAST CONCRETE RAMP PLANKS - FABRICATE, DELIVER, & OFFLOAD
WESTPORT RAMP - WESTPORT SLOUGH
CLATSOP COUNTY PARKS DEPARTMENT***

Item	Quantity	Unit	Unit Cost	Total Cost
Precast Concrete Planks - Fabrication	3110	SF		
Delivery and Offloading - Delivery & Offloading	1	LS		
			TOTAL	

Notes:

1. Includes material supply and fabrication
2. Includes profit and overhead per general conditions allowances
3. Delivery location is:

Clatsop storage yard, Northeast corner of the intersection of Koppisch Road and Hillcrest Loop Road between the communities of Knappa and Svensen, Oregon



Clatsop County
Public Works – Parks

2001 Marine Dr., Room 253
Astoria, OR 97103
(503) 325-6452 phone / (503) 325-2753 fax
www.co.clatsop.or.us

January 12, 2021

To: Potential Bidders

Subject: Bid Addendum #1

Fabricate and Deliver Precast Concrete Boat Ramp Planks

For Sheets 3, 4, and 5 of the plan set, delete **Note 2.** “ **EACH PLANK SHALL BE MANUFACTURED SUCH THAT ITS V-GROOVES LINE UP WITH THE ADJACENT PLANK’S V-GROOVE.**” Based on the geometry given, v-grooves will not line up with adjacent planks.

All other specifications and plans are unchanged by this “Note 2” deletion.

If you have any questions please feel free to contact me at 503-325-6452.

A handwritten signature in black ink, appearing to read "Steve Meshke".

Steve Meshke
Clatsop County Parks
2001 Marine Drive Room 253
Astoria, Oregon 97103

Phone: 503-325-6452

Fax: 503-325-2753

Cell: 503-741-0767

Email: spmeshke@co.clatsop.or.us

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

February 24, 2021

Issue/ Agenda Title: Oregon State Marine Board Facility Grant Intergovernmental Agreement 1670

Category: Business Agenda

Prepared By: Steve Meshke, Natural Resources Manger

Presented By: Steve Meshke, Natural Resources Manger

Issues Before the Commission: Request approval of the Oregon State Marine Board Boating (OSMB) Facility Grant Intergovernmental Agreement 1670, for the purchase of components for the boating facility improvement project at Westport County Park.

Informational Summary: The county has received a \$640,000 grant from the Oregon State Marine Board for the purchase of boarding docks, gangway, transient tie up docks and pre-cast concrete tiles for the boat ramp surface at Westport County Park. The current boat ramp was installed in the early 1970's and is at the end of its useful life. With the donation of the 27-acre property from Georgia Pacific in 2014, the County may now proceed with the development of the property. In 2017, the county received a grant from the OSMB to assist with the required permitting. Staff has obtained the permits from the Army Corps of Engineers and Oregon Division of State Lands and is ready to proceed with the next step in development of this site.

This is a large and complex project with the boat ramp replacement, installation of a new transient tie-up docks, parking lot and restrooms. In efforts to keep the project on track with the required in-water work period and to spread the cost of the project over two grant funding cycles, the OSMB has provided this grant to cover the cost of purchasing these needed items during this fiscal year. The goal of the OSMB and County Parks is to purchase these items before the in-water work period so they are on-hand when construction starts in July.

Fiscal Impact: The Oregon State Marine Board grant is for a total of \$640,000. Of that \$577,300 is from OSMB State Funds and \$62,700 is from OSMB Federal Grant funds. The County's cash match for this grant project is \$250,000, for a total project cost of \$890,000. The local match of \$250,000 for this

project is budgeted under the FY 2020-21 County's Special Funds organizational unit. The Recreational Lands Planning and Advisory Committee supports this project and the new development.

Options to Consider:

1. Approve the Boating Facility Grant Intergovernmental Agreement 1670 with Oregon State Marine Board
2. Do not approve the Grant Agreement and fund the entire project from County funds

Staff Recommendation: Option #1

Recommended Motion:

"I move that the Board authorize the County Manager to sign the Oregon State Marine Board Facility Grant Intergovernmental Agreement #1670 in the amount of \$640,000 for the purchase of components for the Westport County Park Boating Facility Project and authorize the County Manager to sign grant amendments."

Attachment List

- A. Boating Facility Grant Intergovernmental Agreement #1670
- B. Grant Award cover letter from Oregon State Marine Board



Oregon

Kate Brown, Governor

State Marine Board

435 Commercial St NE, Suite 400
PO Box 14145
Salem, OR 97309-5065
Main (503) 378-8587
Fax (503) 378-4597
www.BoatOregon.com



January 29, 2021

Steve Meshke, Natural Resources Manager
Clatsop County
2001 Marine Dr, Room 253
Astoria, OR 97103

RE: Boating Facility Grant 1670, Westport Park, Materials Purchase and Storage of Pre-cast Concrete Planks, Boarding Docks, Short Term Tie-Up Docks, Floating Kayak Dock, Gangway and Pre-cast Restroom.

Dear Mr. Meshke,

I am pleased to inform you that the State Marine Board approved a grant for \$452,299.87 in dedicated state Boating Facility Grant, \$125,000.00 in dedicated state Waterway Access Grant and \$62,700.13 dedicated federal Boating Infrastructure Grant funds for the above referenced grant at its January 27, 2021 virtual meeting in Salem, Oregon.

We look forward to the County submitting a grant application for Cycle 1, by March 1, 2021 to construct the Westport Park boating facility improvements during the 2021-23 biennium. These improvements will dramatically enhance motorized and nonmotorized boating safety and opportunities.

A grant agreement is attached for your signature; return the signed copy to us for execution. We are pleased to be able to enter this partnership with you and look forward to the successful completion of the project by June 30, 2021. If you have any questions about this grant project contact Janine Belleque, Boating Facilities Manager at 503-378-2628 or email janine.belleque@oregon.gov.

Sincerely,

Larry Warren
Director

CC: Senator Betsy Johnson
Representative Suzanne Weber
Business Services

Attachment

**BOATING FACILITY GRANT
INTERGOVERNMENTAL AGREEMENT**
Agreement No. 1670

This Agreement is between the State of Oregon acting by and through its Marine Board (“OSMB”) and Clatsop County (“Recipient”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150 and OSMB has sufficient facility grant funds available within its current biennial budget and has authorized expenditure on the Recipient’s Project as defined below, and the Recipient agrees to comply with Boating Facility Grant Program rules in OAR 250-014 and other OSMB adopted policies and procedures.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the development of recreational boating facilities at *Westport Boating Facility for the purchase and storage of precast concrete planks, boarding docks, short term tie-up docks, kayak dock, gangway and precast concrete restroom* hereinafter called the “Project,” as described in the Recipient’s Facility Grant Application 1670 and Staff Report to OSMB. With this reference, the Facility Grant Application and Staff Report are made part of this Agreement. If a conflict exists between the Facility Grant Application, Staff Report and this Agreement, the Agreement will govern.

SECTION 3: EFFECTIVE DATE AND DURATION

- 3.1 Term.** This Agreement is effective on the date of the last signature and terminates on the date 20 years after the date of Project installation or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 18.
- 3.2 Project Completion.** The Project shall be completed, and final billing for the Project shall be submitted to OSMB, on or before June 30, 2021. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.
- 3.3 Closeout.** (See 2 CFR § 200.343) OSMB will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient.

SECTION 4: AUTHORIZED REPRESENTATIVES

- 4.1 OSMB’s Authorized Representative is:**
Janine Belleque, Boating Facilities Program Manager
435 Commercial Street NE Suite #400, Salem OR 97301
(503) 378-2628 Office, Janine.Belleque@oregon.gov

- 4.2 Recipient's Authorized Representative is:
Steve Meshke, Natural Resources Manager
20041 Marine Dr Suite 253, Astoria, OR 97103
(503) 325-6452 Office, spmeshke@co.clatsop.or.us
- 4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Responsibilities of Recipient:

- 5.1.1 **Project Timeline.** The Recipient is responsible for maintaining the project timeline for all dates and activities outlined as the Recipient's responsibility as identified in Attachment "A".
- 5.1.2 **Matching Cash Funds.** The Recipient shall contribute the total sum of \$250,000.00 cash as described in the Staff Report.
- 5.1.3 **Matching Non-cash Resources.** The Recipient shall contribute the total sum of \$8,900.00 administrative match and \$0.00 force account labor, materials and/or equipment. These are non-reimbursable items.
- 5.1.4 **Construction.** The Recipient shall award and monitor the contractor's performance under the construction contract or construction consultant contract in such a manner as to insure compliance with Project plans and specifications. The Recipient must notify OSMB immediately of any proposed change in Project design, cost modifications, proposed change orders or modification of scope. The Recipient shall be responsible for all costs associated with unauthorized changes or modifications unless otherwise specifically agreed to in writing by OSMB.
- 5.1.5 **Commercial and Other Uses.**
- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Facility Grant Application or Staff Report, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
 1. has financial profit as a goal,
 2. charges any fees or receives any benefit to provide services, supplies or goods, or
 3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
 - b. Commercial Use is prohibited.
 - c. Recipient must have the capability to make an ordinance, rule, or other regulation to the effect that the Projects are for the benefit of recreational boaters, including, but not limited to, how Recipient must be able to

prohibit boaters from exceeding stay limits on short term tie up docks or using the facilities in unintended ways. If, in the sole discretion of OSMB, the use by non-recreational boaters such as swimmers, fishermen, divers, crabbers impact recreational boating uses or diminishes the useful life of the Project, then the Recipient must establish and enforce its ordinance, rule, or other regulation.

- d. If Project funded a pumpout or dump station in a marina or short-term tie-up dock, the Recipient must include language in its moorage agreement requiring use of the pumpout and/or dump station if a boat has a holding tank or marine toilet.
- e. Recipient must restrict use of the Project to only boats that comply with ORS 830.770 and 830.775.

5.1.6 Publications & Advertising. The Recipient shall include the following statement if publishing any report, news release or publication regarding this project: *“Partial funding was through the Oregon State Marine Board Facility Grant Program, investing fees and taxes paid by motorized boaters, Waterway Access Grant Program, investing 10-foot and longer nonmotorized boat permit fees and in cooperation with U.S. Fish and Wildlife Service Boating Infrastructure Grant Programs.”*

5.1.7 Project Sign. The Recipient shall post in a conspicuous location at the site a sign identifying OSMB’s, Federal Agency’s and specific federal grant program’s participation in the Project. This requirement is waived until the materials are installed.

5.1.8 Public Access to Project. During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

5.1.9 User Fees. No fees can be charged to recreational boaters for the use of pumpout, dump station or floating restroom. Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct operational costs (for example, maintenance and repair costs) for the Project. User fees may affect Maintenance Assistance Program, as described in OAR 250-014-0004 eligibility on publicly owned and operated Projects.

5.1.10 Maintenance. The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient’s ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.1.14, Indemnification by Subcontractors.

5.1.11 Payments. Recipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.

5.1.12 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

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

5.1.14 Boating Facility Operation. The Parties have entered into other grant agreement(s) for boating facilities 1597, 1660 which provide for the Recipient to operate boating facilities, including but not limited to, [restrooms, boat trailer parking, docks, boat ramps]. The Recipient shall continue to operate those boating facilities for the duration of this Agreement, even if the terms of the other grant agreements have expired.

5.2 Responsibility of OSMB:

5.2.1 OSMB shall pay Recipient as described in Sections 6 and 7.

SECTION 6: CONDITIONS TO DISBURSEMENT

6.1 Conditions Precedent to Any Reimbursement. OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:

- a. Prior to Project solicitation or construction, the final architectural and engineering plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to OSMB;
- b. Prior to Project construction a copy of all required, federal, state and local permits or approvals for the Project; and
- c. A copy of the contractor's, vendor's, supplier's or consultant pricing, unless the Recipient is completing the Project; and
- d. Reimbursement Requests must be submitted on the approved OSMB Boating Facility Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 5 and Section 7.

6.2 Conditions Precedent to Partial Progress Payment(s). OSMB shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by OSMB. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.2. as progress payments.

6.3 Conditions Precedent to Final Payment. OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB; and
- b. Recipient provides a minimum of three photographs detailing the completed work. One photo must be of the installed sign crediting OSMB with funding the Project; and
- c. Inspection and approval of the Project by OSMB.

SECTION 7: COMPENSATION AND PAYMENT TERMS

7.1 Federal Fund Approval. OSMB has received a grant from the United States Department of the Interior, Fish and Wildlife Services, (USFWS) as described pursuant to 2 CFR 200.331 on Attachment B. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and 2 CFR 200.330, OSMB's determination is that the Recipient is the sub-recipient of federal funds.

7.2 Grant Funds. Upon approval by its governing body, OSMB shall provide grant funds in the amount of \$452,299.87 *state Boating Facility Grant*, \$125,000.00 *state Waterway*

Access Grant and \$62,700.13 federal Boating Infrastructure Grant funds for a total of \$640,000.00 to the Recipient to fund the Project. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administrative or for accounting costs whether or not related to this Agreement.

- 7.3 Payments.** After the Recipient awards the contract for the Project, and activities commence, OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".
- 7.4 Overpayment.** In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.
- 7.5 Disallowed Costs.** The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.
- 7.6 Cost Savings.** Any cost savings realized on the Project shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 7.1. and Section 5: "RESPONSIBILITIES OF EACH PARTY"

SECTION 8: REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to OSMB that:

- 8.1** Recipient is a County duly organized and validly existing. Recipient has the power and authority to enter into and perform this Agreement;
- 8.2** The making and performance by Recipient of this Agreement (a) have been duly authorized by Recipient, (b) 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 or any provision of Recipient's charter or other organizational document and (c) 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 Recipient is party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement, other than those that have already been obtained;

- 8.3** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms;
- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 8.5** Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District 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, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 10: OWNERSHIP OF WORK PRODUCT

- 10.1** As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 10.1.1 Project Ownership.** OSMB acknowledges and agrees that the Project is the exclusive property of the Recipient. OSMB is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

SECTION 11: NO DUPLICATE PAYMENT

The Recipient shall not be compensated for, or receive 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, including, but not limited to the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

SECTION 12: CONTRIBUTION

- 12.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.
- 12.2** With respect to a Third Party Claim for which OSMB is jointly liable with Recipient (or would be if joined in the Third Party Claim), OSMB shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 12.3** With respect to a Third Party Claim for which Recipient is jointly liable with OSMB (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of OSMB on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 13: RECIPIENT DEFAULT

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

- 13.1** Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2** Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the expenditure of funds or the performance by Recipient is untrue in any material respect when made;
- 13.3** Recipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4** A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Recipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (c) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 14: OSMB DEFAULT

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

SECTION 15: REMEDIES

- 15.1** In the event Recipient is in default under Section 13, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b)

reducing or withholding payment for work or Work Product that Recipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 16 (which is in addition to the remedies provided in Section 7.4), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

15.2 In the event OSMB is in default under Section 14 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event OSMB terminates this Agreement under Sections 18.1, 18.2, or 18.3, Recipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient. In no event will OSMB be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 15.2, Recipient shall promptly pay any excess to OSMB.

SECTION 16: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in Section 7.4, if payments to Recipient under this Agreement, or any other agreement between OSMB and Recipient, exceed the amount to which Recipient is entitled, OSMB may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 17: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 18: TERMINATION

18.1 Termination for Convenience. The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient has fully reimbursed OSMB for such funds, the Recipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of ___percent (___%) per annum, or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand.

18.2 Termination Because of Non-Appropriation or Project Ineligibility. OSMB, as provided in Section 29 "FORCE MAJEURE," may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Recipient, may modify or terminate this Agreement if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient shall deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

18.3 Termination for Default. OSMB, at any time upon 30 days prior written notice of default to the Recipient, may modify or terminate this Agreement if:

- a. The design, permitting, or construction of the Project is not pursued with due diligence; or
- b. The Recipient's fee simple title to or other interest in the construction sites or Project is not sufficient, legal and valid; or
- c. The construction of the Project is not permissible under federal, state, or local law; or
- d. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- e. The Recipient, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to build any project other than the Project described in the final architectural and engineering drawings approved by OSMB; or

- f. The construction is not completed in a good and workmanlike manner or fails to comply with any required permits; or
- g. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement, including, but not limited to, exceeding the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project, or coveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
- h. The Recipient defaults under any other agreement between the Parties.

18.4 Rights and Remedies.

- a. The Recipient shall, within 30 days of its receipt of a notice of default, reimburse OSMB for all funds contributed by OSMB to the Project. Further, OSMB shall have any and all rights and remedies available at law or in equity.
- b. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating OSMB's grant or cause or requires OSMB to return funds to the Federal Funding Agency, Recipient will return to OSMB an amount equal to the funds which OSMB is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 19: NONAPPROPRIATION

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

SECTION 20: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 21: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually

delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 22: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9,10,16,17 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 23: SEVERABILITY

The Parties agree that 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 24: COUNTERPARTS

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

SECTION 25: COMPLIANCE WITH LAW

- 25.1 Compliance with Law Generally.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and the Agreement.
- 25.2 Oregon False Claims Act.** Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient. Recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.

25.3 Tax Compliance. As set forth on Exhibit B, Recipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, “tax laws” includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient’s property, operations, receipts, or income, or to Recipient’s performance of or compensation for any work performed by Recipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 25 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient’s certifications set forth in Exhibit B also shall constitute a material breach of this Agreement. Any failure to comply shall entitle OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 25.3.1** Termination of this Agreement, in whole or in part, this is in addition to any remedies available under Section 18;
- 25.3.2** Offsetting against any amount owed to Recipient, and withholding of amounts otherwise due and owing to Recipient, in an amount equal to State’s setoff right, without penalty; and
- 25.3.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient’s breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient’s compensation under this Agreement or (ii) exercising a right of setoff against Recipient’s compensation under this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

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

SECTION 26: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 27: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 28: INTENDED BENEFICIARIES

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

SECTION 29: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

- a. Be awarded in accordance with §200.317 to §200.326 Procurement Standards.
- b. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold

harmless the State of Oregon and its officers, employees, and agents (“indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort (as now or hereafter defined in ORS 30.260), caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“claims”). It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

SECTION 31: SUBCONTRACTS

Recipient shall not, without OSMB’s prior written consent, enter into any subcontracts for any of the work required of Recipient under this Agreement. OSMB’s consent to any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement.

SECTION 32: TIME IS OF THE ESSENCE

Time is of the essence in Recipient’s performance of its obligations under this Agreement.

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient’s performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as “Records.” Recipient acknowledges and agrees that OSMB and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation

arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 35: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 36: ADDITIONAL REQUIREMENTS

SECTION 37: Recipient shall comply with the additional requirements set forth in Exhibit A and Exhibit C, attached hereto and incorporated herein by this reference. AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Federal Compliance Terms), Exhibit B (Tax Compliance), Attachment A (Project Timeline), Attachment B (Information Required by 2CFR200), and Exhibit C (Additional Requirements).

SECTION 38: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Marine Board

Larry Warren, Director

Date

Clatsop County

Name, Title

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Approval Authorized by Letter
Steven Marlowe, Assistant Attorney General

August 2, 2017
Date

EXHIBIT A

FACILITY GRANT NO. 1670- BOATING FACILITY IMPROVEMENTS FEDERAL COMPLIANCE TERMS

I. Grant Recipient Compliance Requirements:

A. Recipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).

B. Recipient to comply with Assurances – Construction Programs (Standard Form 424D)

C. Pursuant to 2 CFR Part 170, OSMB will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B.

B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

3. Audits. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OSMB within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by OSMB.

G. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Recipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the recipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)

4. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'
5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).
7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).
8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25
2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170
3. Award Term for Trafficking in Persons (applicable to private entity sub-recipients) 2 CFR Part 175
4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400
5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401
6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
7. 41 U.S.C. 4712 Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection:
 - a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Recipients, their sub-recipients, and their contractors award

contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The recipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

ATTACHMENT "A"
PROJECT TIMELINE

Responsibility	Date	Description
Recipient	January 2021	Solicit for bids-prepare documents, bid opening, evaluate responses, award contract and manage the process.
Recipient	February 2021	Provide Board with a copy of bid document, bid results and awarded contract.
Recipient	May 2021 – June 2021	Receive fabricated materials and store on County property.
OSMB	January 2021 – June 2021	OSMB will be available to provide technical assistance to the Recipient, review submittals, and conduct designated inspections.
Recipient	June 2021	Receive contractor invoices, issue payment and request final reimbursement from OSMB.
OSMB	June 2021	Issue final reimbursement, close the grant and term of the grant begins.

ATTACHMENT “B”
INFORMATION REQUIRED BY 2 CFR §200.331(A) (1)*

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): Clatsop County
- (ii) Subrecipient’s DUNS number: 118455844
- (iii) Federal Award Identification Number (FAIN): BIG F18AP00248
- (iv) Federal Award Date: July 1, 2018
- (v) Sub-award Period of Performance Start and End Date: From July 1, 2018 to July 1, 2021
- (vi) Total Amount of Federal Funds Obligated by this Agreement: BIG \$62,700.13
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$ 62,700.13
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$62,700.13
- (ix) Federal award project description: BIG funds are for the purchase and storage of precast planks, boarding, short term tie-up and kayak docks, gangway, precast restroom in preparation of construction in 2021 at Westport Park.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Fish & Wildlife Service
 - (b) Name of pass-through entity: Oregon State Marine Board
 - (c) Contact information for awarding official of the pass-through entity:
Janine Belleque, 503-378-2628 janine.belleque@oregon.gov

- (xi) CFDA Number and Name: BIG 15.622

Amount: BIG \$62,700.13

- (xii) Is Award R&D? No

- (xiii) Indirect cost rate for the Federal award: 0.00%

**For the purposes of this Exhibit, the term “Subrecipient” refers to Recipient and the term “pass-through entity” refers to OSMB.*

***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 State/Federal [specify which applies] fiscal year.*

EXHIBIT B

RECIPIANT TAX CERTIFICATION

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual’s knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Federal Tax Number 93-6002287

Oregon Tax Number _____

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Contractor's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient’s property, operations, receipts, or income, or to Recipient’s performance of or compensation for any work performed by Recipient;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

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

Recipient Signature _____

Date _____

EXHIBIT C
ADDITIONAL REQUIREMENTS

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

February 24, 2021

Issue/ Agenda Title: FY 2020-21 Budget and Appropriations Adjustment for Clatsop County Parks

Category: Business Agenda

Prepared By: Steve Meshke, Natural Resources Manager

Presented By: Steve Meshke, Natural Resources Manager

Issues Before the Commission: Request approval of FY 20-21 budget and appropriations adjustments for the Clatsop County Parks Department for a grant project with the Oregon State Marine Board for the purchase of components for the Westport boat ramp project.

Informational Summary: Since 2004, staff has been working with the Oregon State Marine Board on the replacement and improvements to the Westport boat ramp and parking lot. The current boat ramp was installed in the early 1970's and is at the end of its useful life. The County was previously engaged in a lengthy property donation process, culminating in a 2014 transfer from Georgia Pacific. After completing the land donation process it took over two years to receive final permits from the Army Corps of Engineers and Oregon Division of State Lands.

In coordination with the Oregon State Marine Board, the County applied for a grant during the end of the biennial grant cycle to purchase large ticket items such as docks and gangways. The County was awarded a grant of \$640,000 in State and Federal funds with a required County match of \$250,000 for a total project cost of \$890,000. This request reflects the budget adjustments related to this grant. These funds will be allocated from Clatsop County's Special Projects Funds organizational unit.

Fiscal Impact: The total project cost is \$890,000. Of this amount the County will be required to cover a \$250,000 match. \$640,000 will be reimbursed back to the County from the Oregon State Marine Board upon completion of the project. This project has been noted on the County Parks budget request for future capital projects for several years now.

Options to Consider:

1. Approve the budget and appropriation adjustment as required by ORS 294.463 and ORS 294.450.

2. Do not approve the Resolution and Order

Staff Recommendation: Option #1

Recommended Motion:

"I move that the Board approve the Resolution and Order and Schedule "A" for the Budget and Appropriations adjustments in the amount of \$890,000 for the unanticipated Oregon State Marine Board Grant for the Westport boating improvement purchases."

Attachment List

- A. Resolution and Order
- B. Schedule "A" Appropriations Adjustments

Schedule A

2020-21 Budget Adjustments

I. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED SPECIFIC PURPOSE GRANT REVENUE AND A TRANSFER OF APPROPRIATIONS BETWEEN CATEGORIES WITHIN AN ORGANIZATIONAL UNIT

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Special Projects – OSMB State Grant 100/2000/81-4525	\$577,300	
Special Projects – OSMB Federal Grant 100/2000/81-5240	\$62,700	
Special Projects – Structures & Improvements 100/2000/82-4100	\$890,000	
Special Projects – Contingency 100/2000/82-9900		\$250,000

Comment: This is to adjust for an unanticipated state and federal grant received for the Westport Park project in total of \$640,000. There is a county match of \$250,000 that needs to be moved between categories, within the Special Funds organizational unit.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

February 24, 2021

Issue/ Agenda Title: 457 Deferred Comp Consultant contract with Hyas Group

Category: Business Agenda

Prepared By: Jennifer Carlson, Budget & Finance Manager

Presented By: Monica Steele, Assistant County Manager
Jennifer Carlson, Budget & Finance Manager

Issues Before the Commission: Request to approve contract with Hyas Group to serve as a Deferred Compensation Consultant to help oversee the compliance and fiduciary duties related to the County's voluntary 457 plans.

Informational Summary: In addition to being eligible for Oregon's Public Retirement System, regular status County employees are eligible to participate in the County's voluntary Deferred Compensation plan (457). Our current plan administrators are: VOYA and Foresters, and the plan's currently only offer pre-tax deferrals.

The County does not currently contract with a Deferred Compensation Consultant so in November of 2020 staff put out an RFQ seeking a consultant to provide coordination and oversight in areas related to compliance and fiduciary duties of the County's 457 Deferred Compensation Plans. The scope of work referenced in the RFQ was a two-part process that included an initial review of the existing service providers including an analysis of the fees charged; and then ongoing monitoring and management of the plan providers.

The County received a total of three proposals from Northwest Capital Management, Inc., NFP Retirement, Inc. and Hyas Group. County staff reviewed and used a scoring guide to score the three proposals based on the following criteria:

- Compliance with minimum criteria in the RFP
- Qualifications of the firm
- Experience of proposed team members
- Experience with local government entities of comparable portfolio size
- Reference Checks

- Fees quoted

Of the three firms Hyas Group received the overall highest score and additionally had the lowest fees.

To begin the process Hyas Group will be reviewing and benchmarking the County's existing providers, including a review of the fees charged.

In addition, Hyas group will;

- Act as fiduciary for the County's 457 Deferred Comp Plan.
- Assist County staff in managing relationships with plan providers.
- Conduct ongoing review of service levels for plan providers.
- Conduct periodic RFP's to evaluate service providers in the market to ensure Clatsop County is favorably positioned related to competitive pricing, fees and investment options.
- Assist County staff to develop and formalize an internal review committee that will include a member from each bargaining group as well as from both the unrepresented and management groups.
- Provide current, timely and appropriate education and information to internal committee members on an on-going basis.
- Review investment policy statements and make recommendations as needed to ensure due diligence.
- Provide periodic analysis of investment options offered by plan providers, ensuring options offered provide an appropriate mix of investment types that spread investment risk over multiple investment options.
- Provide period analysis of investment options offered by plan providers, ensuring options offered are performing favorably compared to peers and appropriate indexes.

Fiscal Impact: \$15,000 annually for a term of 5 years.

Options to Consider:

1. Approve contract with Hyas Group in the amount of \$75,000.
2. Do not approve contract with Hyas Group.

Staff Recommendation: Option #1

Recommended Motion:

"I move that the Board approve the contract with Hyas Group for in the amount of \$75,000 and authorize the County Manager to sign with any amendments."

Attachment List

- A. Contract with Hyas Group including Exhibit A "Scope of Work"



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

Contract No: C7514

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County (“County”) and Hyas Group (“Contractor”). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$75,000 to be paid to Contractor by County, Contractor agrees to perform between date of execution and **February 28, 2026**, inclusive, the following specific personal and/or professional services:

See attached EXHIBIT A “scope of work”

Payment Terms: *Quarterly payments of \$3,750 not to exceed \$15,000 per year.*

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167,;
 - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.

similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

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

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

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

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

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:



Signature Date

COO

Title

108 NW 9th Ave #203

Address

portland OR 97209

City State Zip

City State Zip



CLATSOP COUNTY, OREGON CONSULTING SERVICES SCOPE OF WORK

RECORDKEEPER RFP PROJECT

PHASE 1 – RFP PROJECT INITIATION

Initial planning and needs assessment

- > Coordinate with Client's Procurement Department as appropriate
- > Consult with Client on its vision for the future and discuss innovative industry practices and trends in participant services, communications, administration, reporting, compliance, investment integration and technology
- > Establish basis for assessing employee needs and satisfaction regarding programs
- > Identify operational, legal and strategic requirements
- > Discuss and finalize strategic goals and objectives
- > Confirm formal timeline
- > Identify roles and responsibilities for vendor search project and transition plan

Data gathering and program analysis of present and forthcoming plan structure

- > Draft existing vendor data request and send to appropriate contacts at incumbent providers
- > Collect and refine data

PHASE 2 – RFP PREPARATION, RELEASE AND ANALYSIS

RFP preparation and release

- > Draft RFP to Client's specifications
- > Vet RFP draft with Client's sub-committee/staff as appropriate
- > Finalize RFP
- > Establish qualifications for potential vendor distribution based on Client's criteria
- > Release RFP to qualified vendor community; assist in advertising the RFP per procurement process
- > Collect and answer vendor questions regarding the RFP

RFP response analysis

- > Collect all RFP responses and related materials
- > Organize information and begin RFP analysis
- > Confirm open issues with respondents
- > Prepare Executive Summary
- > Send draft RFP analysis to Client
- > Finalize RFP analysis report
- > Meet with Client to review analysis and make recommendations regarding vendor interview candidates

Provider interview sessions and final selection

- > Notify and schedule selected vendors of interview requirements and evaluation criteria
- > Provide Client with interview format and evaluation criteria
- > Facilitate interview sessions by tracking time and providing instructions to all parties
- > Provide recommendations and post interview analysis
- > Compile notes and feedback from any site visits; produce final report
- > Assist in arriving at final vendor decision

PHASE 3 – IMPLEMENTATION

Final negotiations and contract preparation

- > Contact vendor(s) to finalize any interview and/or offer specifics
- > Notify successful provider of Client’s intent to award contract
- > Negotiate contract language
- > Assist in ongoing contract and document review

Transition planning and assistance

- > Coordinate provider transition plan with incumbent, any new vendor conversion teams and assigned Client transition team
- > Establish on-site education sessions and webcasts
- > Review all transition-related documents including participant communication materials
- > Participate in group transition meetings
- > Attend weekly and ad hoc transition phone conferences between provider and Client

ONGOING CONSULTING SERVICES:

Plan Governance and Committee Function Assistance

- > Develop charter/by-laws
- > Establish compliance criteria and checklist
- > Review plan and other relevant legal documents
- > Create meeting agendas and follow up with action item letters
- > Create or review meeting minutes
- > Develop fee policy

Investment Policy Statement development and/or review and maintenance

- > Confirm investment goals and objectives
- > Review investment guidelines
- > Establish investment performance review and evaluation criteria
- > Assist the Committee in adherence to policy
- > Provide recommendations for course of action to address policy concerns

Vendor Management

- > Meet and work with plan providers
- > Facilitate productive working relationships between all parties
- > Represent the Plan’s and participants’ interests to ensure the highest level of services, information and contract adherence
- > Maintain partnership so objectives are met

Fiduciary education/training for Committee members

- > Assist the Committee in meeting fiduciary responsibility requirements
- > Provide a targeted, on-site education session on topical investment issues
- > Communicate important legal and regulatory changes and trends

Quarterly plan performance reporting and monitoring

- Provide comprehensive plan review including asset distribution and cash flows
- Present economic and financial market overview, including fixed Income, domestic and international markets
- Provide performance reporting versus appropriate benchmarks and peers
- Assess investment policy adherence
- Conduct regulatory updates
- On-site and/or video conference meetings with the Committee, along with conference calls

Overall portfolio analysis and recommendations

- Analyze investment managers using quantitative and qualitative research tools
- Determine investment overlap and/or under-weighted asset classes
- Assess risk parameters
- Offer recommendations for option/asset class changes and implementation strategy
- Assess overall client objectives and market driven factors
- Negotiate terms, if necessary, with investment managers/mutual funds/custodian

Asset Allocation Studies

- Identify optimal portfolio allocation for multiple risk scenarios
- Evaluate manager implementation
- Adjust allocation and implementation as necessary
- Provide ongoing asset allocation adjustments

Detailed plan cost analysis and benchmarking

- Provide in depth cost review of all aspects of the Plan
- Benchmark cost to other plans
- Chart historical cost and revenue
- Work with vendor to monitor administrative budget
- Renegotiate revenue share agreements where appropriate

Investment manager searches

- Initiate comprehensive data collection and review
- Define appropriate screening criteria
- Assess performance and tracking error
- Provide risk and return analysis
- Identify suitable investment manager candidates
- Present results to the Committee and offer recommendations

Investment manager transition services

- Review timing and implementation
- Assist with facilitation of transition manager where needed
- Assist in vendor platform and fee negotiations
- Facilitate necessary agreements between investment manager, custodian, and recordkeeper where necessary

Plan structure and contract evaluation services

- Review all provider contracts and communications
- Assess overall Plan structure

- Recommend changes to structure and/or contracts as necessary
- Assist with Plan acquisitions and transitions
- Assist with any service and pricing negotiations

FEE SCHEDULE:

Annual Consulting Services. In accordance with the Consulting Services Scope of Work and for the Services, Deliverables and Consultant Work Product provided for under said Scope, Consultant shall be paid an annual fee for the term of the agreement, payable in quarterly payments per the chart below; such payments shall be Consultant’s sole compensation, including travel and all other expenses for its rendering of the Services and preparation and delivery of the Consultant Work Product. Consultant shall invoice Client at the address listed in this agreement for the Services, Deliverables or Consultant Work Product and shall be paid net thirty (30) days from date of an accurate invoice or receipt of Services, Deliverables or Consultant Work Product, whichever occurs later.

Term	Annual Fee	Quarterly Payment
March 1, 2021 – February 28, 2026	\$15,000	\$3,750

ADDITIONAL TERMS:

Fiduciary Responsibility. Consultant acknowledges and agrees that in providing services described in the Scope of Work, it is acting as an investment advisor fiduciary as defined in ERISA § 3(21) in rendering investment advice to the Client based on the particular needs of the Client as stated herein.

Proxy Voting. Consultant does not exercise proxy voting authority over client securities. The obligation to vote client proxies at all times rests with Client. However, Client is not precluded from contacting Consultant for advice or information about a particular proxy vote. However, Consultant will not be deemed to have proxy voting authority as a result of providing such advice to Client.

Should Consultant inadvertently receive proxy information for a security held in the Plan’s account, Consultant will immediately forward such information to Client, but will not take any further action with respect to the voting of such proxy. Upon termination of this Agreement, Consultant will make a good faith and reasonable attempt to forward proxy information inadvertently received by Consultant on Client’s behalf to the forwarding address provided by Client.

Risk. Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. Client represents that no party to this Agreement has made any guarantee, either oral or written, that the Plan’s investment objectives will be achieved. Consultant will not be liable for any error in judgment and/or for any investment losses in the absence of malfeasance, negligence or violation of applicable law. Nothing in this Agreement will constitute a waiver or limitation of any rights which Client may have under applicable state or federal law, including without limitation state and federal securities laws.

8.9 Acknowledgement of Receipt of Part 2 Form ADV. Client acknowledges that it has received and has had an opportunity to read Consultant's firm brochure (Form ADV, Part 2A) and applicable brochure supplements (Form ADV, Part 2B) prior to, or at the time of, entering into this Agreement.

8.10 Acknowledgement of Receipt of Privacy Notice. Client acknowledges that it has received and has had an opportunity to read Consultant's privacy notice prior to, or at the time of, entering into this Agreement.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

February 24, 2021

Issue/ Agenda Title: Approval of the 2020-2023 Collective Bargaining Agreement between Clatsop County and Clatsop County Law Enforcement Association (CCLEA)

Category: Business Agenda

Prepared By: Kelly Stiles, Human Resources Director

Presented By: Kelly Stiles, Human Resources Director

Issues Before the Commission: Consideration of approval of the Collective Bargaining Agreement with the Clatsop County and Clatsop County Law Enforcement Association for July 1, 2020 through June 30, 2023.

Informational Summary: The County and the Clatsop County Law Enforcement Association (CCLEA) have come to a mutual agreement for a new Collective Bargaining Agreement that would be retro-actively effective July 1, 2020 through June 30, 2023. CCLEA membership accepted the County's last best offer on January 26, 2021.

Items of note include an increase in County paid life insurance from \$20,000 to \$30,000 (in addition to the statutory \$10,000 requirement), and an increase in County paid long term disability insurance from \$1,000 to \$3,000. These respective increases bring CCLEA in line with benefits received by other employee groups.

Fiscal Impact: The County will incur an annual cost increase of \$1134.00 to the Basic Life & AD&D benefit, and \$5,813.04 cost increase to the Long Term Disability benefit to move all forty-five CCLEA bargaining unit members to the higher benefit tier. Total annual cost increase in both county-paid life insurance and AD&D benefits: \$6,947.04.

Options to Consider:

1. Because CCLEA accepted the County's last best offer, neither party can go to mediation or arbitration, therefore the agreement must be approved as

tentatively agreed upon by both parties. Given this, the Board must approve the 2020 – 2023 Collective Bargaining Agreement between Clatsop County and Clatsop County Law Enforcement Association and authorize the Chairperson to sign.

Staff Recommendation: Option #1

Recommended Motion:

“I move that the Board approve the 2020-2023 Collective Bargaining Agreement between Clatsop County and Clatsop County Law Enforcement Association and authorize the Chairperson to sign the agreement.”

Attachment List

- A. 2020-2023 Collective Bargaining Agreement between Clatsop County and Clatsop County Law Enforcement Association (CCLEA) including associated wage scale.

AGREEMENT

Between

CLATSOP COUNTY, OREGON

and

CLATSOP COUNTY LAW ENFORCEMENT ASSOCIATION

July 1, 2020 through June 30, 2023

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ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

1.1 - Recognition. The County recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours and other conditions of employment for all employees, within the Sheriff's Office bargaining unit, excluding all other supervisors, confidential employees, nurses, casual employees and all employees working in other bargaining units.

1.2 - Employment Definitions.

A. Regular. Employees who have satisfactorily completed their probation period and who are employed to fill regular positions.

B. Full Time. Those employees whose regular work schedule is the full normal week for their department.

C. Part Time. Those employees who work on a regular work schedule of specific hours and days of the week which is less than the full normal workweek for their department. Prorated vacation and sick time benefits will accrue based on hours worked. Employees working less than 20 hours per week are not eligible for fringe benefits.

D. Casual Employees. Those employees hired, full or part time, for a definite period of time or for a job of limited duration with the understanding that there is no guarantee of continuation of employment. Casual employees shall be eligible for fringe benefits as provided for in Oregon and/or Federal Law.

E. Probationary Employees. Employees shall serve the eighteen (18) month probationary period pursuant to Article 13.2 and Article 13.6 of this Agreement; provided, however, that if a new hire at the time of appointment with Clatsop County possesses valid and current DPSST certification in the discipline into which the person is hired, the probation period shall be twelve (12) months.

Employees serving a probationary period shall receive a performance evaluation following six (6) months of employment and once every six (6) months thereafter until the probation period is completed.

F. Anniversary Date. The date the employee will be considered for periodic step increases and accruals of vacation and sick leave or is promoted or reclassified upward or downward. If the hire date as defined below is on or before the 15th calendar day of the month, the anniversary date shall be on the 1st day of that month. If the hire date is the 16th or after, the anniversary date shall be the first of the next month.

G. Hire Date. The date the employee first renders paid service to the County as a regular probationary employee.

H. Supervisory Employees. Employees as defined by ORS 243.650.

I. Confidential Employees. Employees as defined by ORS 243.650.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 - Management Rights. The Association recognizes the prerogative of the County to operate and manage its affairs in all respects in accordance with its responsibilities, except as otherwise specifically limited by the terms of this Agreement. The County retains all the customary, usual and exclusive rights, decision making authority, prerogatives and functions connected with or in any way incidental to its responsibility to manage the affairs of the Sheriff's Office, except as otherwise specifically limited by the terms of this Agreement. The rights of the employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement. The County shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision making with regard thereto; and subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof; and any subject which was or might have been raised in the course of collective bargaining is closed for the term hereof.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the Sheriff's Office, and requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.
- D. To close or liquidate any office, branch, operation, or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations, or facilities for budgetary or other reasons.
- E. To manage and direct the work force, including, but not limited to, the right to determine the place to report for work; to determine methods, processes and manner of performing work; the right to hire, promote and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention of their present pay range, or should their work habits or productivity not justify retention to pay range; the right to lay off; the right to abolish positions or reorganize the departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies; the right to demote or terminate employment of an employee whose work habits or productivity fall below the work standard as determined by the division head for his department based on the adopted job description in effect at the time and as demonstrated by the work requirements of the department.
- F. To determine the need for a reduction or an increase in the work force to implement any decision with regard thereto.
- G. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance.
- H. To implement new, and revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

I. To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Association to negotiate with the County the effects that such action will have on employees in the unit prior to the County finalizing or implementing new decisions concerning such contracting or subcontracting. The County will encourage any subcontractor to hire employees who would be laid off due to this subcontract.

J. To assign shifts, workdays, hours of work and work locations.

K. To designate and to assign all work duties

L. To introduce new duties within the unit.

M. To determine the need for and the qualifications of new employees, transfers and promotions.

N. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without cause.

O. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the County.

ARTICLE 3 - ASSOCIATION SECURITY

3.1 - Membership. Membership or non-membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit subject to this Agreement; provided, however, that any such employee, who as of the date of execution of this Agreement has chosen, or hereafter and during the term of this Agreement chooses to belong to the Association, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership subject to the following limitations:

A. Association membership shall be defined as the tender of periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. Dues deduction commences with the first full month of employment.

B. Each employee shall be entitled to withdraw from membership in said Association by the giving of written notice to the Association and the County.

3.2 - New Employees. The County agrees to furnish each new employee in the bargaining unit with a copy of the collective bargaining agreement at the commencement of employment of each employee, with the cost of preparation of such agreement to be borne equally between the Association and the County.

ARTICLE 4 - CHECKOFF

The County agrees to deduct from the paycheck of each employee authorized by the Association the regular monthly dues uniformly required of members of the Association. The amount deducted, together with an itemized statement, shall be transmitted monthly to the

Association treasurer, or designee, on behalf of the employees involved. The performance of this service is at no cost to the Association. The County will not be held liable for any errors, but will make any proper corrections as soon as possible.

ARTICLE 5 - HOURS OF WORK

5.1 - Work Schedules. The regular hours of work each day shall be consecutive. The County shall schedule employees to work on a regular work shift consisting of one of the following schedules: five (5) consecutive eight (8) hour days followed by two (2) consecutive days off or four (4) consecutive ten (10) hour days followed by three (3) consecutive days off. An alternative schedule may be adopted on a trial basis or otherwise for a Division or team as determined by the Sheriff with the agreement of the Association by written Memorandum of Agreement.

Work week shall be defined as the seven (7) consecutive day period beginning with the employee's first scheduled day of work. Work day shall be defined as any 24 hour period. Work days and days off shall be consecutive. Shift assignments shall be regular and consistent. The posted work schedule shall reflect the employees' base schedule.

The County and the employee may flex the employee's work schedule by mutual agreement, either to meet operational needs or to accommodate reasonable personal needs. Flexing of time shall occur within a 28-day period, and will not be denied arbitrarily and capriciously. In addition, the County and the Association may agree to alternative work schedules for special teams or to meet operational needs.

The County and the Association elect to utilize FLSA 7(k) as appropriate for shift schedule configurations which are used in relation to a work period longer than a workweek. The parties elect a twenty-eight (28) day work period based on 171 hours, with the explicit understanding and proviso that overtime hours as defined by this contract shall be paid as such even if not required by the Fair Labor Standards Act.

5.2 - Hours of Work. Hours of work shall include all paid leaves such as vacation leave, sick leave, holidays and bereavement leave.

5.3 - Posting Work Schedules. The current work schedules for Criminal and Corrections Divisions will be posted on the respective bulletin boards and on the "W" drive. The work schedule shall show shifts and work hours for each work day. Base work schedules shall be posted at least thirty (30) days in advance prior to implementation. However, changes can be made up to 15 days prior to schedule change without incurring overtime liability.

5.4 - Changes to Posted Work Schedule. Once posted, the posted work schedule may be changed when:

- A. The change is mutually agreed by the County and the affected employee(s).
- B. An objectively reasonable emergency or other situations beyond the County's control which could not reasonably have been anticipated. "Emergency" does not include vacation coverage, transports, court appearances and pre-scheduled offender medical appointments.
- C. Employees required to change their regular schedule of work for a bona fide emergency shall receive overtime for all hours worked outside their regular schedule during

the first 48 hours of the declared emergency. Notification of an emergency schedule change shall be made in a manner that is acknowledged by the employee.

D. 15 calendar days prior notice is given.

This Article does not restrict the County's ability to schedule or require employees to work additional hours subject to the overtime and call back articles of this Agreement. This Article 5.4 does not apply to flexing or to any agreed upon alternative schedule.

5.5 - Call Back.

A. Employees called back to work prior to the beginning of their normal shift shall be paid at the overtime rate for overtime hours unless the employee and the County agree to flex the employee's normal scheduled hours.

B. In the event an employee is called back to work for any reason (such as, training, staff meetings, qualifications), outside of an employee's normal work hours and not in conjunction with their normal scheduled hours (i.e., a holdover or early start of shift), the employee shall be paid at the overtime rate for overtime hours worked, or for a minimum of three hours, whichever is greater. Employees called back to duty shall not be assigned additional duties to fulfill the two hours minimum, except in an emergency.

C. The County and the employee may mutually agree to flex the employee's work hours within an FLSA 7k exemption 28-day work period.

D. Telephonic work off duty will be paid at the overtime rate with rounding as provided by the FLSA in fifteen (15) minute increments. This does not apply when the call is: to check availability for a call-out or shift coverage, or to assign/grant call-out or overtime work; to notify of a subpoena or subpoena cancellation; to ascertain information or locate items not available to the calling deputy/supervisor due to inaction, inattention or oversight of the employee.

5.6 - Shift Change Over and Rotating Days Off. Employees shall be allowed a minimum of twelve (12) hours off between shift change over, and in no event shall an employee's monthly salary be reduced due to rotating days off when the employee works less than eighty (80) hours in a fourteen day period. (The 14-day work period for schedule rollover consists of the seven (7) days prior and seven (7) days following the rollover date.) Should it not be possible to schedule two (2) consecutive days off during the two weeks of rotation, an administrative day off shall be scheduled prior to the eighth (8th) consecutive day or 60 hours worked; provided however that the employee may flex his/her schedule by mutual agreement with the supervisor to provide for a work schedule and for days off other than as provided herein; and further provided that each shift change shall be administered under the FLSA 7k exemption (example: a deputy works the shifts as scheduled during the 14 day work period. The deputy works no call back, holdover or court overtime. No overtime is due. The employee works four hours court time; four hours of overtime is due. The employee is held over due to an investigation in progress, which requires that the regular shift be extended for four hours. Four hours overtime is due.) The practice of allowing flex scheduling may be discontinued by the County or by the Association upon ten (10) day written notice by either party. Any employee who works sixty (60) consecutive hours shall receive an administrative day off.

5.7 - Meal Periods.

A. Corrections Deputies, Control Room Technicians shall be allowed up to sixty (60) minutes of on-duty time for lunch without leaving the assigned facility. No duties other than their required functions shall be added to Corrections Division employees during their meal period.

B. Deputies assigned to the Criminal Division shall be allowed up to sixty (60) minutes of on-duty time for lunch. Deputies in the Criminal Division may take lunch at their discretion during their shift provided they notify Dispatch of their actual location and that they remain readily available to respond to duty if needed.

C. Meal periods shall be scheduled consistent with the operating requirements of the respective division and shall be scheduled approximately in the middle of the work shift.

D. The County will provide one meal for Corrections Deputies and CRTs unexpectedly held over for more than two hours at the lunch per diem rate.

E. Employees working a detail that does not require “not leaving an assigned facility” or “remaining readily available to respond to duty if needed” shall not receive a paid lunch period. This is to address training days where the schedule would incur overtime due to the lunch period.

5.8 - Rest Periods. Except as required by operational necessity as determined by the shift supervisor, employees shall have two (2) uninterrupted 15 minute rest periods on duty time, scheduled as near as possible to the middle of each half shift. Rest periods are compensated as hours of work. An employee shall not be entitled to additional compensation in the event such periods cannot be taken.

5.9 - Assignments. Positions identified in the RU Schedule are considered separate job classifications into which employees are hired or promoted, and in which employees have a property right such that removal may occur only for just cause under this Agreement. The Sheriff, through delegation to Division Heads, retains the right to assign to and reassign employees from ‘special’ assignments or postings, with the Appointing Authority (e.g.: the Sheriff acting through delegation to division heads) retaining the right to determine the duration of assignments/postings and remove an employee from an assignment or posting prematurely for reasons related to operational need or performance as determined by the Division Head. An employee who has served successfully for a full performance review reporting period as documented in a performance review shall have the opportunity, if thereafter removed from the specialty assignment, to challenge the adequacy of the reasons in a meeting with the Sheriff and the Human Resources Director, the joint decision of whom shall be final. Removal from an assignment is administrative and not discipline. At the time of assignment, the Sheriff will identify the intended duration of the assignment. The incumbents of assigned positions retain the classification of “deputy sheriff.” Examples of special assignments include but are not limited to work crew and courthouse security officer, marine deputy, canine handler, detective, drug detective, forest deputy, transportation deputy, and field training officer. When a vacancy occurs or is anticipated for special assignments the Division Head will accept written letters of interest.

5.10 - Shift Bidding. Deputies who have completed their training period as determined by the Division Head or will have completed their training period prior to the scheduled bid period shall be permitted to bid for shifts based on seniority, subject to the limitations stated in this

Article. The available shifts for bid will be determined by the Division Head in accordance with operational needs. The available shifts will include the hours of work and days off. Each deputy shall be required to make bid elections so that the deputy (a) works each shift at least once in a rolling twenty-four (24) month period, (b) does not work more than two (2) consecutive rotations in the same shift, if bidding the same shift consecutively must change days off, (c) does not work more than two (2) rotations with both Saturday and Sunday off in a twenty-four (24) month rotation, unless each bid eligible deputy has had the opportunity to successfully bid on a Saturday/Sunday combination off. It is understood that available shifts for bid in the 24-month period may change due to operational changes such as but not limited to reduction in force, position vacancies and new employee training periods, such changes to available shifts for bid shall not be done arbitrarily or capriciously. If a shift is added back to the schedule, at the next rotation that added back shift may be bid by seniority the junior most deputy will then fill the winning bidder's shift.

Deputies in the following assignments are not eligible for shift bidding and work the hours associated with the assignment as determined by the Sheriff/assignment responsibilities: Resident Deputy, Canine Deputy, Drug Task Force Investigator, Detective, Marine Deputy, Forest Deputy, Transport Deputy, Work Crew Deputy, Court Security Deputy, and Control Room Technician (for so long as there are fewer than four (4) CRTs in the job classification).

Division Heads will endeavor to effectuate deputies' shift bid preferences in accordance with seniority and the contractual shift bidding process. The parties recognize that the Sheriff and Division Heads must consider a number of factors as appropriate in determining work schedules and assigning work of each classification. These include and are not limited to gender in the correctional facility, seniority, and particular shift supervisors (including FTO/recruit pairing and shift exposure).

Rotation months and periods will be determined by the Sheriff in communication and collaboration with the Association. The Division Head shall be responsible for providing the Association with proposed shift schedules for the successive twelve (12) month bid period by September 15 each year. The Association in turn shall be responsible to deliver to the Division Head the shift bid results for the successive twelve (12) month bid period by November 1 each year. If the bid is not submitted to the Division Head as directed, then the Undersheriff may implement and direct shift assignments for the following shift rotation.

Deputies scheduled to come out of special assignments or completion of training periods on a pre-determined date may participate in the annual bid process but may only bid for rotations occurring after the predetermined date.

5.11 - Shift Trades. Employees in the same classification who have successfully completed FTEP and/or who have been released as qualified to work independently without direct supervision in a solo status, and who are working the same shift (i.e. day/evenings/grave) may trade work shifts with written approval prior to the trade (on a shift trade form) from the affected shift supervisor(s). The County shall not record hours worked on a trade in the time to payroll records of the County; both employees' records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly. In the event an employee who trades and works a shift for another employee in a holdover or call back situation, thereby working contractual overtime, such overtime, call back or other appropriate compensation shall be paid to the employee who actually works the hours and shall not be reciprocated as part of the trade agreement. Each employee involved in a shift trade is responsible for maintaining and being able to produce a record of shift trades (the shift trade forms) they have participated in during any given fiscal year.

ARTICLE 6 – HOLIDAYS

In lieu of time off on holidays recognized by the County, bargaining unit members who are assigned to continuous operations shall receive one day of paid leave per month to be taken in conjunction with the employee's normal scheduled days off or other days mutually agreed to each month, and in addition shall be entitled to 3.5 floating holidays to be scheduled in the same manner as vacation leave. If a new holiday is declared by the Governor or President, the number of floating holidays under this Article shall be increased in the year of the first occurrence of that holiday during the term of this Agreement. Subsequent occurrences shall not be observed except by mutual agreement. Employees who work on a designated holiday shall not receive any additional benefit for working on the holiday.

An employee assigned to Court Security may be required to take a red letter day the Courts are closed.

An employee may accumulate up to twenty four (24) hours of "red letter" compensation time. The employee shall designate to his/her supervisor which months are chosen for accrual. These days shall be scheduled in the same manner as vacation leave.

ARTICLE 7 – VACATIONS

7.1 - Accrual and Allowance. Regular full-time employees shall accrue vacation time on a monthly basis in accordance with the following schedule:

A. Service Requirement	Vacation Period
1 through 4 years (approximately 8 hours/month)	.04615 hours/hour worked
5 through 9 years (approximately 10 hours/month)	.05769 hours/hour worked
10 through 14 years (approximately 12.64 hours/month)	.07292 hours/hour worked
15 through 19 years (approximately 14 hours/month)	.08077 hours/hour worked
20+ years (approximately 16 hours/month)	.09231 hours/hour worked
25+ years (approximately 20 hours/month)	0.11538 hours/hour worked

Eligibility for vacation leave is established after six months of continuous employment. Employees can use only what has been accrued through the end of the month prior to the month when vacation is taken.

Vacation accrual will be prorated, based on the employee's hire date. Six months of continuous service is based on the month in which accrual begins.

B. Part-time regular employees shall accrue prorated vacation leave based on hours worked.

7.2 - Choice of Vacation. Employees shall be permitted to request a single priority vacation per year for a specified date or days based on seniority during the time for which the shift schedules are established by the shift bid process. The priority vacation bid will be limited in length to the annual vacation accrual for the employee in the year the priority vacation is

submitted for. Other vacation time shall be scheduled by the supervisor based upon the supervisor's judgment as to the needs of the efficient operation of the division and to meet the needs of the County at the time the request is made. The Division Head will endeavor to approve a vacation request within fourteen (14) days. Approved vacation (but not a seniority bid priority vacation) is subject to cancellation due to circumstances unforeseeable at the time the vacation request is made. Subject only to the foregoing, employees have the right to request vacation time for any time within the shift bid period.

7.3 - Maximum Accrual. Vacation periods shall be computed on the basis of the employee's anniversary date. Vacation periods shall be taken each year.

Vacation leave may be accrued up to a maximum of one and one-half of the amount authorized per year. For example, if authorized 12 days per year, an employee may accrue up to 18 days' accumulation. However, when an employee reaches the maximum accrual, the employee and Division Head should meet to schedule the taking of vacation leave. If workload requirements will not permit the taking of leave at the time, vacation accrual over the maximum shall not be lost and will be recorded in the official leave records; however, the time off must be scheduled and taken off within a reasonable time and, if not, then the Division Head may direct the time off be taken on specified days.

7.4 - Vacation Rights in Case of Layoff or Separation. Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to the taking of earned vacation, shall be compensated in cash for all unused vacation accumulated at the time of separation at his or her regular straight time rate. If an employee terminates prior to the 16th of the month there is no vacation accrual for that month. If an employee terminates during the 16th of the month or after, one day of vacation will be accrued for that month.

7.5 - Work During Scheduled Vacation Period. Any employee who is requested and in fact does work during a scheduled vacation period shall be paid for regular hours worked at the rate of double time and for overtime hours worked at the rate of triple time, for a minimum of two hours' pay. Provided, however, if such employee is requested and does work during a scheduled vacation period due to circumstances beyond the control of the County or the Sheriff, the above described increase rates of compensation do not apply, but shall be paid for a minimum of two hours of the employee's regular rate of pay. However, if an employee fails to advise the District Attorney and the Court of unavailability at the time the employee's vacation request is approved, or if a court hearing or trial is scheduled or foreseeable at the time the vacation is requested, testimony shall be paid at the appropriate rate of pay.

7.6- Canceling Vacations. If the employee's vacation should be canceled as provided in 7.5, the employee may reschedule their vacation to a future date, and such schedule shall be given priority by the Division Head, provided it does not cause a conflict with other scheduled vacations. Cancellation of vacation shall not be done in a capricious or arbitrary manner.

7.7 - Transferring Vacation Time.

A. An employee having accumulated vacation time may transfer accumulated vacation time to any other County employee if the requirements of this Article 7.7 are met. Vacation time may be transferred in hour increments only

B. The employee transferring vacation time to another employee shall request and authorize in writing the transfer on a form provided by the County. Donated vacation hours are used in order received. Unused donated vacation time is returned to the donor's

leave balance upon the receiving employee's return to work.

C. Transfer of vacation time shall only occur if the receiving employee is suffering from a serious health condition which prevents the employee's return to work and the employee has exhausted all accumulated vacation time, sick leave and other paid leave accruals to which the employee is entitled. The vacation transfer shall not be subject to value conversion and shall be paid at the recipient's rate of pay. Verification of the serious health condition may be required.

D. Employees who have received donated vacation hours will not be entitled to payment for donated hours at the time of resignation or retirement. The County reserves the right to permit donation of vacation only to the extent necessary to cover the recipient's current verifiable needs; additional donations may occur.

ARTICLE 8 - SICK LEAVE

8.1 - Allowance. Any regular or probationary employee contracting any sickness or disability which renders such employee unable to perform the duties of employment shall receive sick leave with pay.

Eligibility for sick leave is established after one continuous month of employment from the hire date. One month of continuous service is based on the month in which accrual begins. Part-time regular or probationary employees shall accrue prorated sick leave based on hours worked.

Full-time employees shall accrue eight (8) hours of sick leave at the completion of each full calendar month of service.

Sick leave is a short-term County funded disability plan the abuse or ineligible use of which constitutes serious misconduct and grounds for severe discipline. The ability to report for and perform duty regularly and reliably is an essential job function.

8.2 - Notification. Any employee who is ill or unable to report to work for any reason shall notify an appropriate supervisor/designee as soon as possible and no later than one hour prior to the start of the shift. In case of a continuing illness, the employee shall continue to notify the employee's immediate supervisor weekly of the employee's ability to work. Sick leave may be denied for non-compliance.

8.3 - Certification. In the event of the employee's own injury or illness, the employee may be required to furnish a certificate issued by a licensed physician or practitioner or other satisfactory evidence of illness, where the County or the Sheriff has objective and reasonable factual basis documented in writing to suspect abuse of sick leave or to question ability to return to full duty. In the event such certification request is made, the medical cost to the employee, if any, will be borne by the County.

8.4 - Family Illness. An employee may use accumulated sick leave, vacation, compensation time, personal holiday time or unpaid leave upon approval of his/her supervisor when care of a family member is allowed under the Oregon Family Leave Act and/or the Federal Medical Leave Act.

8.5 - Sick Leave Conversion. Employees shall be allowed to convert sick leave as follows:

A. Effective July 1 of a fiscal year, when an employee has accrued 150 hours of sick leave, the employee may convert ten (10) hours of accrued sick leave to ten hours of personal holiday to be used within the fiscal year.

B. Effective July 1 of a fiscal year, when an employee has accrued 250 hours of sick leave, the employee may convert twenty (20) hours of accrued sick leave to twenty (20) hours of personal holiday to be used within the fiscal year.

C. If an employee has a vacation balance in excess of the maximum per Article 7.3, sick leave conversion is not allowed.

8.6 - Accumulation. There shall be no maximum sick leave accumulation.

8.7 - Appearance in Court While on Sick Leave. When an employee on sick leave appears in court, the actual court time, or three (3) hours, whichever is greater, shall not be charged against the employee's sick leave accrual. The employee shall be paid for court time at the appropriate rate of pay.

8.8 - Funeral Expense. The County shall pay up to \$10,000 in actual funeral expenses for any employee who dies in the line of duty. Additionally, the employer shall pay the employee's estate up to five hundred (500) hours of the employee's accumulated sick leave, at the employee's current rate of pay, should the employee die in the line of duty.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 - Eligibility Requirements. Full-time and part-time employees shall not be eligible for leaves until after successful completion of the new hire initial probationary period, except as required by law. Leaves will not be granted for the purpose of seeking or engaging in gainful employment.

9.2 - Failure to Return from Leave. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned the employee's position with the County or Sheriff's Office and that position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the employee's leave of absence, has furnished evidence acceptable to the County or the Sheriff that the employee qualifies for additional leave protected by state or federal law, including OFLA, FMLA, or military leave.

9.3 - Application for Leave. Any request for a leave of absence shall be submitted in writing, on a form supplied by the County, by the employee to the employee's immediate supervisor. The request should state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by the employee's immediate supervisor with Division Head or Sheriff's approval, and it shall be in writing when granted. Any request for a leave of absence shall be answered promptly. Requests for leaves involving family illness and bereavements will be answered before the end of the shift on which the request is submitted. If it is not possible to answer a request for bereavement leave or leave to care for a sick family member by the end of the shift, the employee's supervisor will indicate the reason for the delay and indicate when the County will be able to provide an answer. All other leave requests under this Article shall be answered within two (2) work weeks unless the County communicates a good faith reason why it cannot provide a

response within this time frame.

9.4 - Paid Leaves. In addition to accruing seniority while on any paid leave of absence granted under the provisions of this Agreement, employees shall be returned to the position that they held at the time the leave of absence was requested.

A. Bereavement Leave. In the event of the death of a family member, a full-time or part-time employee shall be granted up to forty (40) hours or one work week's leave of absence with full pay to make household arrangements, and to arrange for and attend the funeral services. Under such circumstances the family is defined as spouse, same sex or opposite sex domestic partner, parent, children, brother, sister, grandparent, grandchildren, grandparent-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster children, aunt and uncle, children of domestic partner or parents of domestic partner. Bereavement leave will also be granted for others in the immediate family living in the employee's household. Employees may request additional leave if necessary, without pay or utilizing accrued vacation. Employees may request additional leave if necessary. Any such additional leave shall be without pay or charged to accrued vacation or compensatory time.

B. Court and Jury Leaves.

1. Service as a juror during the employee's regular work hours shall be without loss of pay. The salary paid the employee for the period of absence shall be reduced by the amount of money received for jury services unless the money received for jury services is turned in to the County for unreduced pay. All employees released from jury duty shall return to work and complete their normal work shifts.

2. Appearance before a court, legislative committee, judicial or quasi-judicial body as a witness associated with employment in response to a subpoena or other direction by proper authority. The employee shall tender to the County witness fees paid on account of an appearance on paid leave and mileage if a County car is used. The County and the Association shall cooperate to facilitate employee testimony when without loss of pay when appearing at pre-arranged times or otherwise during work hours as agreed, whether or not pursuant to a subpoena, concerning any matter involving the Association and the County as parties, and such appearances as a witness when off-duty at the call of the Association shall not constitute compensable hours of work.

9.5 - Unpaid Leave with Seniority Accrual. An employee may, case by case on a non-precedent setting basis, be placed on unpaid leave with seniority accrual when the leave is for medical purposes; provided all accrued sick leave, comp time and vacation leave have been exhausted.

9.6 - Unpaid Leave Without Seniority Accrual. Leaves of absence without pay may be granted when, in the judgment of the affected Division Head or the Sheriff, the work of the department will not be handicapped by the employee's absence. The request for such leave must be in writing and must establish sufficient justification for approval by the Division Head or the Sheriff. The request must be submitted to the affected Division Head or Sheriff within sufficient time to allow adequate review and action.

While an employee will not accrue seniority during an unpaid leave of absence, except as provided in 9.5, employees shall be returned to the position that the employee held at the time

the leave of absence was requested.

9.7 - Military Leave. Full-time and part-time employees shall be entitled to perform military reserve or National Guard obligations in accordance with federal and Oregon law.

9.8 - Family Leave. The County shall grant and administer family leave in accordance with federal and Oregon law (ORS 408.290 and ORS 659A.086) and past practice.

ARTICLE 10 – HEALTH, WELFARE, AND SAFETY

10.1 - Health Insurance. The County will maintain the health insurance benefits in effect at the time this Agreement becomes effective through December 31, 2020. Employees shall be enrolled in the tier of benefit elected by the employee in the CIS HDHP-1 including Rx-prescription and CIS Vision Plan VSP-A 12/12/24 with an HSA, and in ODS Dental Plan 2. Effective January 1, 2021, employees shall be enrolled in the tier of benefit elected by the employee in the CIS HDHP-4 including Rx prescription and CIS Vision Plan VSP-A 12/12/24 with an HSA, and in ODS Dental Plan 2, and these health benefits will remain in effect through December 31, 2023.

The County will contribute for each regular full time and probationary full time employees covered by this agreement toward the cost of premiums ninety percent (90%) of the full premium for the plan tier elected by the employee, and the employee shall pay the other ten percent (10%). The County will contribute pro rata toward such coverage’s for regular part time employees whose regular hours of work exceed twenty (20) hours per week and who are eligible to participate in the HDHP plan.

The HSA contribution provided to employees shall be \$1000 per year for Employee-Only coverage and \$2000 per year for Employee + Dependents insured at any other tier of coverage.

For 2021, 2022 and 2023, the County will make HSA contributions for the entire year during January of each year, based on the employee’s tier of coverage.

The County’s contribution for the total cost of health insurance excluding the HSA contribution(s) shall be capped at the amounts set forth below for 2021 benefits, which amounts shall be increased annually at insurance plan renewal fifteen percent (15%) over the prior year cap during the term of this Agreement:

Employee only	\$675.52
Employee plus spouse	\$1,429.01
Employee plus family	\$1,990.46
Employee plus child	\$1,266.22
Employee plus 2 plus children	\$1,688.55

If the County favorably adjusts insurance caps for one employee group in any benefit year during the term of this Agreement, or if the County grants another employee group a greater HSA contribution without a corresponding and offsetting total compensation reduction in a separate compensation cost element, then the County shall adjust the insurance caps

established by this Agreement to match the favorably adjusted increased cap accordingly (e.g., taking into account any offsetting County cost reduction applicable to the group which received the favorable adjustment).

10.2 - Life Insurance. The County agrees to provide each full-time and part-time regular and probationary employee covered by this Agreement with term life insurance in the amount of \$30,000 in addition to statutory requirements (currently at \$10,000) for a total of not less than \$40,000. Employees may apply and if approved by the carrier purchase additional 'voluntary' life insurance through the County provided however that the employee should pay 100% of the premium of such additional life insurance.

10.3 - Unemployment Insurance. The County shall cover employees with unemployment insurance in accordance with the Oregon Revised Statutes during the term of this Agreement.

10.4 - Salary Continuation Insurance. The County agrees to provide each full-time regular, part-time regular and probationary employee with the salary continuation insurance plan offered by the Assurant or one that is substantially similar to the current plan.

10.5 - Liability Insurance. The County agrees to adequately insure all employees in the bargaining unit to the extent of statutory limits of liability and authority, for personal injury or property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

10.6 - Health and Safety. Federal and state safety regulations and safe work practices shall be strictly observed by the County, the Sheriff, the Association, and all employees at all times, including emergency situations. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the County. The Employer shall make every effort to assign employees on limited or light duties to those duties appropriate for them.

ARTICLE 11 – COMPENSATION

11.1 - Wages.

A. Effective each July 1 for the life of this Agreement, employee wages shall be adjusted by not less than two and one-half percent (2.5%) and no more than four and one-half percent (4.5%) based upon the change in the West Region CPI-U for the period of May to May (twelve month average).

B. New Positions. When any new position is established, the County shall designate a job classification and wage structure for the position. In the event the Association does not agree that the classification and the wage structure is proper, the Association shall have the right to submit the issue as a grievance at Step 3.

C. Mileage Allowance. An employee authorized and required by the County or the Sheriff to use the employee's own private automobile for official County or Sheriff's Office business shall be reimbursed at the current IRS rate per mile. Should the County Board of Commissioners unilaterally increase the mileage allowance for any elected official or County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the mileage allowance provided for in this Section to the same rate.

D. Temporary Work Out of Classification. When an employee is assigned to perform a job function or responsibilities outside the employee's normal classification for a period of more than two consecutive hours, the employee shall be paid at the higher rate, at a minimum of 5% increase for the hours worked.

E. Uniform Maintenance. Two uniforms shall be provided for Deputy Sheriffs, and Control Room Technicians of Clatsop County and shall be maintained and laundered at the expense of the County. Items of clothing and protective devices provided by the County to any County or Sheriff's Office employee shall not be used by the employee in activities not directly related to the employee's employment. If, upon termination of employment, for any reason the employee fails to turn in uniforms, protective clothing or protective devices, the amount equal to the County's cost to replace this/these item(s) will be reported to the administrative section and a like sum shall be deducted from the employee's final check.

F. Court Time. Any employee called as a witness in judicial or administrative proceedings concerning performance of duty outside of the employee's work hours and not in conjunction with the employee's scheduled hours; i.e., a holdover or an early start of shift, the employee shall be paid at the overtime rate for hours worked or three hours, whichever is greater.

G. Meal Allowance. On the effective date of this Agreement, the current County policy will be in force. Should the County Board of Commissioners unilaterally increase the meal allowance for any elected official or County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the meal allowance provided for in this Section at the same rate.

H. Lodging Allowance. On the effective date of this Agreement, the current County policy will be in force. Should the County Board of Commissioners unilaterally increase the lodging allowance for any elected official or County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the lodging allowance provided for in this Section to the same rate.

I. Resident Deputy Allowance. In addition to the established wage rates an employee required by the Sheriff's Office to reside in a specific territory, located within the boundaries of the Clatsop County Rural Law Enforcement District shall receive a monthly allowance of two hundred (\$200) for each full month of residency within the District or a prorated portion thereof for any specific month in which the employee works more than fifteen (15) days in that month.

J. On-Call Pay. No employee shall be considered to be "on-call" unless specifically designated by the Sheriff or a supervisor in advance to remain on call and subject to call out at a designated location. In the event of such requirements are imposed, such on-call shall be paid hour for hour at the overtime rate. Being furnished a pager or cell phone is not on-call and is not compensable time.

K. Pay. The salaries and wages shall be paid monthly with an optional mid-month draw. The monthly payment shall be on the last working day on or before the fifth of the month following the month worked. The mid-month for draw shall be made on the twentieth (20th) of the month or on the last working day prior to the 20th.

L. PERS Retirement.

1. Public Employee Retirement System ("PERS") Members.

a. For purposes of this Article, "employee" means an employee who is employed by the County on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the County pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

b. Retirement Contributions. On behalf of employees, the County will continue to participate in and make contributions to PERS. The County will continue to "pick up" the six percent (6%) employee contribution to the Public Employees Retirement Fund.

2. Oregon Public Service Retirement Plan Pension Program ("OPSRPPP") Members.

a. For purposes of this Article, "employee" means an employee who is employed by the County on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the County pursuant to Section 2 of Chapter 733, Oregon Laws 733. Contributions to Individual Account Programs will be made in accordance with the law.

b. Retirement Contributions. On behalf of employees, the County will continue to participate in and make contributions to OPSRPPP. The County will continue to "pick up" the six percent (6%) employee contribution for employees who qualify under this section.

11.2 - Employees' Wage Plan.

A. Classification. All bargaining unit positions within the Sheriff's Office bargaining unit shall have a job "class title" and corresponding range. Bargaining unit classifications are listed in the RU Schedule and by this reference incorporated herein as though fully set forth.

B. Pay Schedule. Each position has a "range" and each range has seven steps. These steps are designated as Steps 1 through 7, respectively. The ranges and corresponding pay for each step are set forth in the RU Schedule.

C. Operation of Wage Plan: All new employees shall start at Step 1 of the range designated for the job class title for which employed. New employees may be placed on the wage schedule at the County's discretion subject to credentials and experience. Progression to each higher step shall be automatically granted on the basis of longevity unless the employee's Division Head or supervisor shall deny the advancement with justification specified in written form. The employee shall be given a copy of the denial. The employee or employee representative may appeal such decision in writing to a Review Committee consisting of the Association representative, County representative and a third party mutually agreed upon by the two. Notice of such appeal shall be sent to the Sheriff and Association representative within ten (10) working days of the denial of the step increase. The County representative, Association representative and a third party of their choosing shall meet within fifteen (15) working days to resolve the issue. Their decision shall be reduced to writing and shall be placed in the employee's personnel file. Such decision of the Review

Committee shall be final and binding upon all parties.

D. Advancement. Employees may advance beyond Step 7 only by being promoted to a new position of higher "range." No employee shall be moved or reclassified to a new range and job title unless the employee's job is substantially changed in terms of type of work rather than quantity of work. Upon being placed in a new position an employee shall start at Step 1. Provided, however, if said Step 1 is less than the preceding pay of the employee, the employee shall start at a step which is a minimum of five percent (5%) greater than his prior rate of pay. The employee shall advance from step to step annually from the date of reclassification or advancement in accordance with the longevity requirement of each step. Measurement of longevity shall commence with assumption of a specific position.

E. Job Classification Review. An employee may make a written request for Job Classification Review to their Division Head or the Sheriff or his designee. If no action is taken on an employee's request for reclassification within six (6) weeks after receipt of the completed job description documents, then such request shall be submitted directly to the County Human Resources Director. The Human Resources Director shall review the merits of the request normally within forty-five (45) working days of receiving the request and may conduct a classification audit. When a review cannot be completed the Human Resources Director shall notify the Association and the employee of the revised date of completion. The employee shall be notified in writing of the decision.

11.3 - DPSST Differential. An adjustment to the employee's base pay (the appropriate range and step rate for an uncertified employee) will be made for DPSST certification attained by the employee as follows:

- A. Intermediate \$100
- B. Advanced \$200

These amounts are not cumulative.

11.4 - Senior Deputy. An employee currently classified as a Sheriff's Deputy shall be classified as a Senior Deputy (Level 1 or Level 2) after meeting the criteria set out in Addendum B.

Employees meeting the criteria for a Senior Deputy Level 1 shall be paid as set out on the RU Schedule. Employees meeting the criteria for a Senior Deputy Level 2 shall be paid as set out in the RU Schedule.

A transfer from one division/discipline will not result in a reduction in current pay or change to range and step. However, the deputy will not be authorized the title "Senior Deputy" or be allowed to wear the "Senior Deputy" tab until they have met the requirements of Addendum B in the division/discipline they currently serve in.

11.5 - Special Duty Pay. Deputy Sheriffs assigned to Detective, Field Training Officer while training regular full-time deputies or reserve deputies and K-9 Handlers shall receive a five percent (5%) premium computed based on the employee's base wage. Canine Handler and canine training activities shall be conducted on-duty. Canine Handlers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the animal off-duty as a family pet. Employees who serve as Canine Handlers shall receive a pay differential of five percent (5%) of their base salary while serving in that

capacity, and shall not receive additional overtime wages for off-duty care of the animal as a family pet. The parties intend to compensate for the off-duty care, feeding and grooming at the overtime rate computed based upon the FLSA or Oregon minimum wage (whichever is greater). The five percent (5%) differential compensates for approximately 45 minutes per day. The parties agree that not more than 45 minutes per day is required for off-duty care of the animal. This agreement is based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor. The parties agree that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle. Canine handlers shall not be entitled to a call back premium when duty concerns emergency care of their animal. Such time shall be treated as overtime if it substantially exceeds the overtime compensation otherwise provided in this section.

11.6 - Deputy Sheriff Non Uniform Clothing Reimbursement. Plainclothes deputies will be entitled to three hundred dollars (\$300) per fiscal year for clothing that is appropriate to the assignment as approved by the Division Head or Sheriff. All deputies shall be reimbursed up to \$250 per year to defray the cost of equipment for on duty use as approved by the Division Head or Sheriff.

ARTICLE 12 - OVERTIME

12.1 - Overtime. Whenever the Sheriff deems it necessary due to an emergency or for purposes of efficiency, economy or otherwise, employees may be required to work overtime on any day, at any hour, or for so long a period of time as the Sheriff may direct.

A regular and probationary employee shall be compensated at the rate of time and one-half for time worked at the employee's regular position in excess of the number of hours in the workday or workweek regularly scheduled for that position, but in no event shall such compensation be paid twice for the same hours.

The overtime rate shall apply to all hours worked in excess of a full-time employee's regular scheduled shift.

12.2 - Form of Compensation. Compensation for authorized overtime shall be paid as mutually agreed by the employee and Sheriff or designee. Compensatory time off shall be scheduled by agreement between the supervisor and the employee involved as soon as is mutually convenient following the date on which the authorized overtime work giving rise to the compensatory time is accrued. Employees shall have the option to accumulate up to a maximum of forty (40) hours of compensatory time. Once the compensatory time cap of forty (40) hours is reached, subsequent overtime shall be paid as wages and shall be included in the employees' next regular paycheck.

Compensatory time balances shall be paid off under any of the following circumstances:

- A. End of fiscal year;
- B. Upon termination.

12.3 - Scheduling Overtime. Overtime opportunities in conjunction with a current shift shall be offered by seniority to members on duty or scheduled to work the oncoming shift. If this procedure violates minimum staffing levels, then the supervisor may call by seniority off-duty members to fill the overtime opportunity.

Overtime opportunities not in conjunction with a current shift but less than 96 hours in advance shall be offered by seniority. Means of communicating the need is by phone only. If no answer to the phone call, the supervisor will move on to the next senior member.

Overtime opportunities known more than 96 hours in advance shall be offered to employees based on seniority. Notice of the overtime opportunity shall be posted via work email and the bulletin board. The most senior deputy who signs up for the overtime opportunity 48 hours prior to the overtime shift shall work the overtime opportunity.

12.4 - Transports. All prisoner transports listed below between corrections facilities are considered high risk and require a minimum of two (2) deputies:

- Low maximum or High maximum classification
- Transport is conducted by airplane
- Ground transport over six (6) hours with an in-custody inmate

ARTICLE 13 - SENIORITY

13.1 - Definitions. Seniority shall be defined as total length of unbroken employment within the bargaining unit. Seniority shall be applied in any layoff and recall situation by classification, and for this purpose the parties shall recognize only three (3) classifications: Criminal Deputy, Corrections Deputy, and Technician. In the event of layoff, any senior employee may inform the Human Resources Director of a desire to accept lay off, and to receive a notice of layoff.

13.2 - Probationary Employees. Probationary employees shall not receive credit towards completion of their probationary period for days on which they are laid off or on unpaid leave. Probationary employees may be laid off or terminated without cause. Probationary employees who complete their probationary period shall acquire seniority as of their date of hire and their names shall be added to the seniority list.

13.3 - Employment Outside the Bargaining Unit. When an employee accepts a position with the County outside of the bargaining unit and returns to bargaining unit employment within one year, that person shall be granted all prior bargaining unit seniority earned while a member of the bargaining unit.

13.4 - Loss of Seniority. Seniority shall be lost for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged and any resulting grievance or litigation arising from that discharge has been exhausted.
- C. If the employee retires.
- D. If the employee is laid off because of a reduction in force or lack of work for a period in excess of 24 months.
- E. If the employee fails to respond within three (3) working days after receipt of notice of recall from layoff. Such notice shall be sent by certified mail, return receipt requested and marked "deliver to addressee only" to the employee's last known address. The employee has the obligation to keep address and phone number current with the County

Personnel Manager's office.

13.5 - Filling of Job Openings. Whenever a position vacancy is to be filled, notice of such opening shall be posted on the bulletin boards in the Correction Facility and the Criminal Division for a period of at least one week to provide applicants an opportunity to apply for the job. Consideration in filling job openings will be given to applicants within the bargaining unit who possess the knowledge, skill and ability to perform the job. The County or the Sheriff may fill the vacancy from outside the bargaining unit as deemed appropriate, if the outside applicant is deemed more qualified.

Consideration shall be given to all prior job performance and experience of the candidates, applicable examination results and other relevant criteria which determines relative qualifications, aptitude and ability to perform the work.

13.6 - Probationary Periods. All employees selected to fill a job opening shall serve an appropriate probationary period of eighteen (18) months in the new position, except that (1) New employees who are DPSST certified in the same discipline shall serve a probation period of twelve (12) months; and (2) employees who transfer from one discipline (i.e.: corrections, patrol or probation) to another, shall serve an eighteen (18)-month probation. Transferred employees who are unsuccessful may return to the former position. Upon return to the former position, the employee shall have any lost seniority restored.

13.7 - Layoff and Recall. In the event of a layoff, the County will identify position(s) for elimination within a classification, and then lay off the employee(s) with least seniority. However, any more senior employee may inform the Human Resources Director of a desire to accept layoff and to receive a notice of layoff.

Except for financial circumstances beyond the control of the County or Sheriff, the County shall give two weeks' notice of layoff to the affected employee. In the event bargaining unit seniority is equal, then seniority with the County shall be determinative.

In the event that the County determines that layoffs definitely will occur as a result of budget decisions, the County will notify the Association prior to issuing layoff notices, and the parties will explore cost saving alternatives in order to avert layoffs.

13.8 - Recall of Laid-off Employees Because of Reduction in Force. Employees laid off because of reduction in work force shall be placed on a recall list for a period of 24 months. Employees on the recall list shall be recalled in the inverse order of their layoff to vacancies in the employee's job classification, or to vacancies in lower classifications within the bargaining unit for which the employee is qualified without further certification or academy attendance beyond a two week Career Officer Development course. The employee shall be given ten (10) working days' notice of recall by certified mail with a copy forwarded to the Association. The employee must notify the County of the employee's intention to return to work within three (3) working days after receiving notice of recall but in no event will recall rights survive beyond ten (10) working days after mailing of the notice of recall to the address reflected in the employee's personnel record. Should the employee decline to accept recall or not respond, then the employee shall be considered to have terminated employment with the County or the Sheriff's Office.

If an employee accepts a position that is not equal in range and classification to that which the employee held prior to layoff, the employee shall continue to retain recall rights as provided in this Section.

13.9 – Seniority for Shift Bid and Priority Vacation. For shift bid and priority vacation, shift bid shall be determined by the employee’s total length of service in the current classification.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.1 - Punitive Discipline. Punitive actions include:

- A. Written reprimand;
- B. Suspension without pay;
- C. Temporary reduction in rate of pay;
- D. Demotion;
- E. Dismissal.

Training or counseling memoranda provide forewarning and may be documented in a supervisor’s notebook or file, and as such shall not be considered a written reprimand, nor documented in an employee’s personnel file. If the County has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

Copies of letters imposing discipline shall be forwarded to the employee and the Association President when placed in an employee’s personnel file. The employee or Association representative shall be allowed an opportunity to write a rebuttal concerning a written reprimand, which shall be entered in the personnel file.

14.2 - Just Cause. No employee shall be disciplined except for just cause.

14.3 - Due Process Procedures.

A. Written Reprimands and Administrative Suspensions With Pay. Due process is not a factor when considering actions except economic discipline.

Suspension with pay may be taken administratively and not as discipline whenever the circumstances warrant, for example, when a member is involved in a traumatic incident, or is suspected of misconduct, which warrants discharge or relief from duty. Under such circumstances, a member may be suspended with pay for the member's welfare, or until sufficient facts have been obtained in order to provide written notice and schedule an informal meeting between the person who has authority to investigate further or impose discipline. After the meeting and depending upon the outcome, it may be appropriate to change the suspension to one without pay if the facts warrant such action, or to restore the member to duty status.

B. Suspension Without Pay, Temporary Reduction in Rate of Pay, Demotion and Dismissal. A supervisor intending to take disciplinary action involving loss of pay, demotion or dismissal will, prior to taking such action:

1. Notify the employee and the Association representative in writing of the nature of the charges, which will include a copy of the complaint against the employee and which will identify the directives, policies, procedures, work rules,

regulations, or other order of the County which appear to have been violated **and a copy of the entire investigation including all materials reviewed by the County.**

2. State the range of discipline that is being considered; and
3. Afford the accused employee an informal opportunity to respond to the charges orally or in writing, normally within five (5) days from receiving such written notice.

The opportunity to respond may occur at a meeting conducted and presided over by the supervisor with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal and sufficient to assure the employee full opportunity to be heard, refute the charges, and have the employee's position considered prior to the imposition of discipline. Discipline action shall be based on just cause.

The meeting shall be audio recorded by the County or a written record made of the proceedings with a copy supplied to the Association.

The employee shall have the right to answer the charges in writing and orally. The employee shall be entitled to Association representation at all meetings when discipline under Article 14.1 is imposed.

The Division Head, Sheriff or supervisor will issue a written decision imposing discipline, exonerating the employee or taking any other action deemed appropriate.

Provided however that the foregoing preliminary due process procedure need not be followed if it would be impractical to provide such pre-deprivation process, a substantial governmental interest justifies prompt action, and post-deprivation process satisfies constitutional requirements (as is the case with grievance arbitration, for example), and substantial assurance exists the deprivation of pay for the duration of the suspension without pay is not baseless or unwarranted.

14.4 - Complaints of Criminal Activity. Complaints against employees, which allege criminal violation(s), may be grounds for investigation or bringing criminal charges. Criminal proceedings are unrelated to discipline and will not serve to prevent the internal disciplinary process from dealing with the same matter.

Employees shall be entitled to Association representation at any meeting where the employee has a reasonable belief that the discussion may lead to disciplinary action.

14.5 - Appeal of Disciplinary Action. Employees who have completed their initial probationary period shall have the right to appeal disciplinary action through Article 15, Settlement of Disputes. Disputes involving discipline imposed by the Sheriff shall begin at Step 2 – Sheriff. However, no employee or Association grievance concerning a written reprimand may be processed to the County Manager or to arbitration.

14.6 - Sheriff Policy and Procedures Related to Discipline. Discipline investigations shall be conducted in accordance with current CCSO Policy, and as hereafter amended periodically with the understanding that discipline constitutes a mandatory subject of bargaining, and changes affecting mandatory aspects of the policy will not become effective until bargaining obligations have been met under the PECBA, or the Association has been provided notice of such changes and accepted the changes without a request to bargain.

ARTICLE 15 - SETTLEMENT OF DISPUTES

15.1 - Grievance and Arbitration Procedure. To promote better Employer-Employee relationships, both parties pledge their immediate cooperation to settle any grievance or complaint that might arise out of the application, meaning, interpretation, or omission of this Agreement. In cases of discharge and/or suspension arising under Article 14, the employee shall have the right to initiate a grievance under Step 1 (in cases of suspension) or 2 (in cases of discharge) of this Article.

Step 1 - Division Head. If a matter subject to grievance is not resolved by the supervisor informally, a written grievance shall be submitted and shall include the nature of the grievance and requested action, the facts, the articles and terms of the contract violated and requested remedy. The grievance form shall be presented to the Division Head of the employee. The Division Head shall respond to the grievance in writing within ten (10) days.

Step 2 - Sheriff. If the matter is not resolved by the Division Head, it shall be presented to the Sheriff within ten (10) days of the expiration of the ten (10) day period for settlement by the Division Head. The Sheriff or his designee shall attempt to resolve such grievance and shall respond with a written decision within ten (10) days.

Step 3 - County Manager. Should the aggrieved employee and the Sheriff fail to effect a settlement the grievance shall be taken up with the County Manager or designee within ten (10) days from the expiration of the ten (10) day period for settlement with the Sheriff. The County Manager shall attempt to resolve such grievance and shall respond with a written decision within twenty (20) days of submission to him/her.

Step 4 - Arbitration. Should the aggrieved employee or the Association representative not be satisfied with the determination the Association shall have the right to submit the matter to binding arbitration within fifteen (15) working days from the expiration of the twenty (20) working day period for settlement by the County Manager. After the matter has been so submitted, the parties or their representatives shall jointly request from FMCS a list of names of seven (7) arbitrators. The parties shall strike names within ten (10) days following receipt of the list, unless otherwise agreed to in writing, and shall thereafter schedule the grievance hearing date. The Arbitrator's decision shall be final and binding upon both parties, but the Arbitrator shall have no power to alter in any way the terms of this Agreement. Expenses for the Arbitrator's services in the proceedings shall be borne equally by the County and the Association. However, each party shall be responsible for any other expenses incurred by them.

15.2 - Time Periods. The terms "day", "days" and "working days" as used in this Article refer to Monday through Friday. The time period specified in this Article may be extended or modified by mutual consent. Any modification of time limits must be in writing. If the County fails to meet or answer any grievance timely, the grievance may be advanced to the next step by the Association. Failure by the employee or the Association to submit a grievance timely shall without a waiver, constitute abandonment of the grievance.

15.3 - Grievance Meetings. The Sheriff and/or the County Manager or their designee(s) shall meet at mutually convenient times with representatives of the Association to adjust pending

grievances, address issues concerning the administration of this labor contract, and to discuss avoidance of future grievances. In addition, Association officers may discuss with the County or the Sheriff other issues which would improve relations between the parties. Prior notice of topics of discussion at such meetings shall be furnished by each party to the other.

15.4 - Contract Violations. In the event there is a continuing grievable issue which an employee does not wish to grieve personally, the Association may take up the issue, but not on behalf of the employee. The Association shall have 30 calendar days from the knowledge of or reasonable knowledge of the occurrence for initiating a grievance under this Section. The Association may take up such grievance at Step 3.

ARTICLE 16 - EDUCATION AND TRAINING

16.1 - Conferences, Seminars, and Educational Programs. Employees will be granted time away from their work at their regular rate of pay when directed by the Sheriff or supervisor to attend conferences, seminars, or educational programs which are intended to improve and upgrade the employee's skill or professional ability. All such educational leaves must be approved by the Sheriff or supervisor. Travel time/training time outside normal working hours of an employee will be considered as being on County or Sheriff's business for liability and Workers' Compensation purposes regardless of whether the time is compensable under this contract or as required by law. Training and travel time shall be deemed hours worked and paid in accordance with the travel time rules of the FLSA. The County will not provide any automobile insurance for employees using their personal vehicles for County/Sheriff's Office purposes. The County/Sheriff's Office will make a reasonable attempt to assign a vehicle when travel to a conference, seminar, or educational program within Oregon is required.

Whenever a conference, seminar, or educational program is broken by a weekend and is being held within a four-hour travel radius of Warrenton via automobile, travel expenses shall be provided to the employee for return home and back during the weekend break.

An employee may request time off duty, a leave of absence without pay, vacation, or the ability to attend a training opportunity on a voluntary basis, and the Sheriff may authorize voluntary attendance at a training opportunity without loss of pay, and with partial or full reimbursements in any category of expenses associated with the employee's attendance at a particular training which is voluntarily requested and granted on the basis of the Sheriff's authorizations.

16.2 - Time of Training Periods. Training programs may be conducted either during or after regular working hours or both. If attendance is mandatory, (training, staff meetings or qualification, for example), and such training is on a scheduled day off or during off duty hours, employees shall be compensated for their attendance at the rate of one and one-half (1-1/2) times the regular hourly rate of pay.

Voluntary attendance by employees at training sessions sponsored or conducted by an employer or entity other than Clatsop County, or training sponsored by the County for the benefit of the local law enforcement community which correspond to courses offered by DPSST shall not be compensated unless arrangements for attendance and for compensation of such training are made and approved prior to the training.

Expenses for educational programs to include college and/or electronic/ correspondence work and tuition, books, manuals, tapes, or other training aids shall be paid by the County if the

training is mandatory or when prior arrangements have been made and approved if the training is voluntary; provided, however that the employee shall be solely responsible for such expenses if s/he fails to attain a grade of C or better or a grade of pass where the course is graded as pass/fail.

ARTICLE 17 - GENERAL PROVISIONS

17.1 - Gender. All reference to employees in this Agreement shall designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees and vice-versa.

17.2 - Work Rules. It is jointly recognized that the County, acting by and through the County Manager and Division Heads and the Sheriff, must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of oral or written work rules. It is agreed that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon law will be paramount.

All work rules which have been or shall hereafter be reduced to writing shall be disclosed to the Association fourteen (14) days or more prior to the implementation date. The Association shall notify the County and the Sheriff if the Association considers the rule inconsistent with the collective bargaining agreement or objectionable and an unfair labor practice if implemented unilaterally. The Association may demand to bargain in accordance with the PECBA as the Association deems appropriate. If the parties disagree as to whether a change is within the scope of bargaining, the parties nevertheless shall meet and confer in a good faith effort to reach agreement concerning policy terms before the Association files an ULP charge before the ERB. Work rules will not be arbitrary, capricious or discriminatory.

17.3 - Personnel Files. An employee has the right to inspect the contents of the employee's personnel file upon request to the Personnel Department, excluding the confidential reports from previous employers or records of an employee relating to the conviction, arrest, or investigation of conduct constituting a violation of the criminal laws of the State of Oregon, or another state of the United States. Negative or derogatory material shall not be placed in an employee's file unless the employee has had a reasonable opportunity to review the material. Employees will be required to sign such material to indicate that they have reviewed it; provided however that an employee's signature shall not be construed as an acknowledgment that the facts or circumstances described are accurate or that the opinions expressed have merit. If the employee refuses to sign such material, it may be placed in the employee's personnel file with a notation that the employee refused to sign for such material after being given an opportunity to do so. Employees may include in their personnel file any relevant materials including, but not limited to, letters of favorable comment, certificates, licenses, and academic credits. Employees may protest, or comment upon, in writing, any materials placed in their personnel file. Such comment/protest shall also be placed in the personnel file.

17.4 - Visits by Association Representatives. A current list of Association officers shall be provided to the Sheriff and to the Human Resources Director periodically. Accredited representatives of the Association will be granted reasonable access to County or Sheriff's Office facilities and employees for purposes of investigation of grievances and official Association business, provided such visitation does not interfere with the operations of the Sheriff's Office. Meetings and attendance at grievance meetings and discipline or other Association/County meetings related to labor contract matters shall be without loss of pay if on duty.

17.5 - Bulletin Boards. The Association will be allowed to use a designated bulletin board located in the Courthouse and Sheriff's Office. to post notices regarding Association business. The Association shall limit its posting of notices and bulletins to such bulletin boards. The County and the Sheriff reserve the right to restrict the use of such space if it becomes a serious detraction from Association-management relations. Should the County or the Sheriff remove any material from the bulletin board, it shall be immediately sent to the Association President.

17.6 - Contract Negotiations. The negotiating team for the Association, to be comprised of the six member E-Board, shall be permitted to attend negotiating meetings relative to securing contract renewal to the extent such meetings are scheduled during duty hours of the members attending. Bargaining during scheduled bargaining sessions shall be considered time worked and will be paid accordingly.

17.7 - Non-Discrimination.

A. The County and the Sheriff, and the Association agree that each will not discriminate against any employee because of that employee's race, religion, color, national origin, sex, age, marital status, sexual orientation or disability which is subject to reasonable accommodation. This provision shall not apply if an employment decision is based on a bona fide occupational qualification. This section shall not be subject to the arbitration provisions contained in Article 15.

B. The County and the Sheriff and the Association agree that each will not discriminate against any employee for either engaging in or refraining from engaging in lawful Association activity. This section shall be subject to the arbitration provisions contained in Article 15.

ARTICLE 18 – LEGAL FEE REIMBURSEMENT

The County agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a grand jury appearance against the Association member arising out of the Association member's involvement in the proper performance of his or her duty. The County's obligation of reimbursement is subject to the following:

To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Association and County Counsel. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the County Attorney the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the County Attorney does not object, in writing, to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of his or her choosing, however, the County's obligation to reimburse will arise only if the County Attorney receives written notice of the selected attorney from the Association within three (3) calendar days of the Association member or Association learning of the lack of availability of an attorney from the predetermined list.

Following the initial meeting between the Association member and the attorney, the

Association shall arrange for the attorney to provide the County, at no cost to the County, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the County Attorney, the Sheriff and the Association.

Before becoming obligated under this Article, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed \$160.00 per hour. If the County, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the County's obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the County by the attorney retained or selected by the Association member.

Reimbursement will not be made in those instances where:

A. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;

B. The Sheriff's Office sustains any disciplinary charge(s) on the basis of the Association member's actions which formed any part of the basis for the possible criminal liability unless the Sheriff's Office disciplinary action is set aside in *toto* on grievance appeal;

C. The County shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;

D. The County shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; or

E. The County shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim except in accordance with the Oregon Tort Claims Act.

Any reimbursement required by the County shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and are subject to the following monetary maximums:

A. Legal fees relating to a grand jury investigation and/or appearance: \$5,000.

B. Legal fees relating to post-grand jury indictment or other charging instrument: an additional \$5,000.

ARTICLE 19 - SAVINGS

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion hereof directly addressed in the decision upon the issuance of such a decision, the parties agree immediately to negotiate, if possible, a substitute for the invalid article, section, or portion thereof.

ARTICLE 20 - DURATION

19.1 - Duration. This Agreement shall be effective July 1, 2020 and shall remain in effect through June 30, 2023. This Agreement shall be automatically renewed from year to year after June 30, 2023, unless either party shall notify the other in writing 180 calendar days or more prior to June 30, 2023, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 150 calendar days prior to June 30, 2023. This Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE 21 - SIGN-OFF

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____ 2021.

FOR CLATSOP COUNTY LAW
LAW ENFORCEMENT ASSOCIATION

FOR CLATSOP COUNTY

Elijah St. Helen

Mark Kujala, Chair

Matthew D Phillips, Sheriff

Don Bohn, Clatsop County Manager

Kelly Stiles, Human Resources Director

APPROVED AS TO FORM:

Jamie Goldberg
Association General Counsel

JoAnna Lyons-Antley
County Counsel

ADDENDUM A – WAGE SCALE

Page 1 of 1

RU SCHEDULE
CLASS AND SALARY RATE TABLE EFFECTIVE JULY 1 2020

Revised 1.28.2021 Title	Range	Union	Hours/Week	OT/Eligible	M	N	MUM	STEPS			MAXIMUM		HOURLY RATE	
					1	2	3	4	5	6	7	STEP 1	TOP STEP	
					Control Room Technician	RU08	DS	40	Y	\$ 3,277.76	\$ 3,470.56	\$ 3,663.37	\$ 3,856.18	\$ 4,048.99
Deputy Sheriff	RU13	DS	40	Y	\$ 4,431.03	\$ 4,691.68	\$ 4,952.34	\$ 5,212.99	\$ 5,473.63	\$ 5,734.28	\$ 5,994.93	25.56	34.58	
Senior Deputy Sheriff I	RU14	DS	40	Y	\$ 4,706.65	\$ 4,983.51	\$ 5,260.36	\$ 5,537.22	\$ 5,814.09	\$ 6,090.95	\$ 6,367.81	27.15	36.74	
Senior Deputy Sheriff II	RU16	DS	40	Y	\$ 5,310.35	\$ 5,622.73	\$ 5,935.10	\$ 6,247.48	\$ 6,559.85	\$ 6,872.23	\$ 7,184.59	30.64	41.45	

ADDENDUM B

SENIOR DEPUTY CRITERIA

Threshold requirements (Level 1):

- DPSST Intermediate Certificate (in the career discipline in which the employee is seeking Senior Deputy I status)
- Current Weapon Qualification
- Successful completion of the probationary period
- Plus 10 points acquired through any combination of items under Activity/Achievement below.

Additional Requirements (Level 2):

- DPSST Advanced Certificate (in the career discipline in which the employee is seeking Senior Deputy II status)
- Current Weapon Qualification
- Successful completion of the probationary period
- Plus 20 points acquired through any combination of items under Activity/Achievement below:

Activity/achievement	Points value
Bachelor's Degree	15
Associates Degree	10
Fluent Language skills (Spanish, Japanese etc.)	5
Military Service	4
Instructor Certification in:	
Self-defense	4
Baton	4
Blood Borne Pathogen	4
Hazmat	4
CPR	4
Capstun application	4
HGN	4
EVOG	4
PIT	4
Firearms Basic	4

	Firearms Advanced	4
	Reality Based Training	4
	Domestic Violence	4
	Taser	4
	Stun- Belt	4
	DPSST Cert. Instructor	4
Trained DRE		4
Emergency Medical Responder		2
Emergency Medical Technician		4
HART Team Member		4
CISM Peer Counselor		4
Dive Team Member		4
Designated Marksman		4
Reserve Coordinator		4
Explorer Coordinator		4
ERAD Team Member		4
Major Crime Team Member		4
Multi-Disciplinary Child Abuse Team Member		4
Child Fatality Review Board Member		4
Domestic Violence Council Member		4
Drug Court Team Member		4
Canine Handler		4
Dive certified		4
Fire Investigator Team Member		4
DARE Officer		4
CCINT Member		4
Detective		4
K9 Handler		4
Certified Child Abuse Investigator 3		3
Marine Certified		3
SAR Certified		3
Specialized enforcement Skills:		
	arson investigator	3
	drug/informant handling	3
	traffic accident reconstruction	3
	computer/technology	3
Community Involvement		1-4
Graduate of Deputies Academy		3

Computer Competency	2
Achievement recognition while at academy	1
OSSA's Specialty courses	2
ARIDE	3
Field Training Officers (FTO'S)	4

Specialized Corrections Skills:

Crisis Intervention, Disturbance Management	3
Stun-Belt Trained	2
Intoxilyzer Certified	2
Work Crew Supervisor	4
Hearings Officer	3
Transport Deputy	2
Court Security Deputy	2
Risk Assessment Office	3
Commissary	3
State Jail Inspector	3

General Requirements: Criminal and Corrections

1. New technologies and methods are continuously being applied to Criminal Justice. To allow for these changes, during the span of this agreement, the County and the Association may agree to add to the menu of achievements and corresponding point values.
2. Employees who have attained a DPSST Advanced Certificate prior to meeting the Senior Deputy Level 1 criteria shall receive three (3) points credit toward the ten (10) points required to meet Level 1 criteria.

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