



# CLATSOP COUNTY BOARD OF COMMISSIONERS

*"Neighbor to neighbor, serving Clatsop County with integrity, honesty and respect"*

Scott Lee, Dist. 1 – Chairman  
Dirk Rohne, Dist. 4 – Vice-Chairman  
Sarah Nebeker, Dist. 2  
Lisa Clement, Dist. 3  
Lianne Thompson, Dist. 5  
[commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us)

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## Regular Meeting

**October 12, 2016**

Judge Guy Boyington Building, 857 Commercial, Astoria

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### **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.*

#### **1. FLAG SALUTE**

#### **2. ROLL CALL**

#### **3. AGENDA APPROVAL**

#### **4. PRESENTATION**

- a. Clatsop County Charter Review

#### **5. BUSINESS FROM THE PUBLIC** - *This is an opportunity for anyone to give a 3 minute presentation about any item on the agenda (except public hearings) OR any topic of county concern that is not on the agenda. People wishing to speak during Business From The Public must fill out and sign a Public Comment Sign-in Card.*

#### **6. CONSENT CALENDAR**

- a. Board of Commissioners Regular Meeting Minutes 8-24-16 .....{Page 1}
- b. Board of Commissioners Work Session Minutes 8-24-16 .....{Page 5}
- c. Appointment of Board of Property Tax Appeals (BOPTA) members .....{Page 11}
- d. FY 2016-17 County Counsel Beery, Elsner & Hammond, LLP Contract Amendment{Page 21}
- e. Local Government Grant Agreement for Cullaby Lake Shelter Rehabilitation Project{Page 23}
- f. Right-of-way Extension Easement .....{Page 31}
- g. Northwest Oregon Housing Authority Council Membership Recommendation .....{Page 39}

#### **7. PUBLIC HEARINGS**

- a. Ordinance 16-07 Amending and revising Clatsop County Code (1st Reading) .....{Page 43}
- b. Ordinance 16-08 Community Renewable Energy Assoc. Membership (1st Reading) {Page 59}
- c. Proposed sale of recreational land to the City of Seaside .....{Page 65}

#### **8. BUSINESS AGENDA**

- a. Adoption of a Proposed Grading & Drainage Review Fee .....{Page 75}
- b. Authorize foreclosure of transient room tax liens.....{Page 81}

c. Request/Proposal to add a new fee to the On-Site Sewage Program's 2016-17 Fee Schedule .....{Page 95}

**9. COMMISSIONERS' REPORTS**

**10. COUNTY MANAGER'S REPORT**

**11. ADJOURNMENT**

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**Complete copies of the current Board of Commissioners meeting agenda packets can be viewed at:  
*Astoria Public Library - Seaside Public Library - Board of Commissioners Office***

**Agenda packets also available online at [www.co.clatsop.or.us](http://www.co.clatsop.or.us)**

**This meeting is accessible to persons with disabilities. Please call 325-1000 if you require special accommodations to participate in this meeting.**



1 Susan Gladwin, 82316 Hwy 103, Seaside. Gladwin said that in 2009 fish and wildlife was the  
2 main reason tourists came to Clatsop County and if the forests are cut there will not be a salmon  
3 habitat. Trees need to be let live so they can capture carbon. Gladwin said if the Linn County  
4 lawsuit goes through there will be lots of appeals. The only people who are gaining are the  
5 attorneys.  
6

7 **CONSENT CALENDAR**

8 *Thompson moved and Clement seconded a motion to approve the consent calendar. Motion*  
9 *carried unanimously.*

- 10 a. Approve the 2016-17 budget & appropriation adjustments ..... {Page 5}  
11 b. Approve the 2016-17 Veterans Service Contract..... {Page 9}  
12 c. Board of Commissioners Meeting Minutes 7-13-16..... {Page 15}  
13 d. Board of Commissioners Meeting Minutes 7-27-16..... {Page 21}  
14 e. Public Recreation Facility License renewal for Bornstein net pen site..... {Page 25}  
15 f. Public Recreation Facility License renewal for Tide Point net pen site ..... {Page 35}

16  
17 **BUSINESS AGENDA**

18 a. Determine the scope of review for an appeal of a Planning Commission Decision  
19 Chris Crean, County Counsel and Heather Hansen, Community Development Director addressed  
20 the Board and let the Board know they need to make a decision on whether to take the appeal of  
21 the decision by the Planning Commission and what the scope is. The options are:

- 22 • Affirm the Planning Commission decision and deny review. No public hearing will be  
23 held.  
24 • Hold a public hearing and restrict review to the record made by the Planning  
25 Commission.  
26 • Hold a public hearing but limit review to such issues as the Board of Commissioners  
27 determines necessary for a proper resolution of the matter.  
28 • Hold a public hearing and allow new evidence and testimony.

29 Hansen said that on July 28<sup>th</sup> the Planning Commission voted to deny an application for a rezone  
30 from residential to rural community multi-family residential and a conditional use review for a  
31 48 unit apartment complex. The denial was based on the Planning Commission didn't feel there  
32 was sufficient evidence that there was adequate sewer capacity for the project. There were other  
33 issues that were raised. The applicant is requesting the Board review the application only based  
34 on the criteria in which it was denied. Staff is recommending a de novo hearing take place that  
35 allows new evidence and testimony. Thompson asked about the zone change criteria and could  
36 transportation be a consideration. Hansen said if a de novo hearing is agreed there will be  
37 allowance for testimony regarding transportation and other issues. Rohne said he supports the  
38 staff recommendation. Nebeker and Clement agreed the public needs to be heard and not limit  
39 the concerns to sewage. Lee supports the staff recommendation. Crean also support the staff  
40 recommendation and said it would be very difficult to control the testimony because people will  
41 want to talk about what they believe is relevant. *Thompson moved the Board hold a de novo*  
42 *public hearing on the matter on September 14, 2016 and Nebeker seconded the motion. Motion*  
43 *carried unanimously.*  
44

- 45 b. Approval of Oregon Nurse's Association collective bargaining agreement

1 Robin Koch, Human Resources Director addressed the Board and said the Oregon Nurses'  
2 Association and the county have come to a mutual agreement that will be effective July 1, 2016.  
3 The union unanimously ratified the agreement. The highlights are there will be an 8.5% pay  
4 range adjustment for the clinic and jail nurses. This is to emphasize retention as well as to remain  
5 competitive for this challenging occupational group. Koch said the cost of living increases will  
6 begin effective the second year of the contract and throughout the duration of the contract. The  
7 new contract provides more clarification regarding the scheduling of the nurses and professional  
8 development. There is currently not a negative fiscal impact to the county. All expenditures will  
9 be closely monitored. Koch thanked the negotiating team. Nebeker asked how many nurses are  
10 in this union. Koch said there are 8 in this union and there are some casual nurses. Thompson  
11 complimented the contract and said it was very clear, thoughtful and easy to read. Thompson  
12 asked if Red Cross would qualify as a humanitarian relief organization. Koch said they did not  
13 specify and left that open to managerial discretion. *Thompson moved to approve the 2016-22*  
14 *Collective Bargaining Agreement between Clatsop County and the Oregon Nurses' Association*  
15 *(ONA) as drafted and Rohne seconded." Motion carried unanimously.*  
16

### 17 **COMMISSIONERS' REPORTS**

18 Thompson said it is fire season and if there is someone who is not in compliance with the rules a  
19 citizen can contact the Department of Forestry to report it. Thompson said there is a heat  
20 advisory so she reminded people to stay hydrated and be mindful of the heat. The Association of  
21 Oregon Counties is looking at forming a resilience subcommittee which will benefit all counties  
22 up and down the coast.  
23

24 Rohne attended the Regatta Admiral's reception and spoke with the delegate from Waldorf,  
25 Germany. It was a very successful event.  
26

27 Nebeker attended the Human Services Advisory Council meeting and Amy Baker was there  
28 from Clatsop Behavioral Healthcare (CBH). Baker said CBH is adding new staff and they are  
29 evaluating salaries to make sure they are competitive. The Crisis Respite Center is now open.  
30 The hospitals can help with evaluations for screening process to see if the person can be well  
31 served at the Crisis Respite Center. Those who are actively impaired with alcohol and  
32 withdrawal cannot be treated. There is a need for residential housing for people in treatment. The  
33 Respite Center is not for the privately insured. Nebeker would like regular sessions with the  
34 CBH Board and the director. Nebeker attended the FEMA mapping open house which was very  
35 informative.  
36

37 Clement reported she found out that part of a fishing license fee includes a \$9.75 licensing fee  
38 for the Columbia River Basin Endorsement which goes to endorsement that directly funds the  
39 transition of non-tribal commercial gill nets out of the mainstream Columbia River freeing up  
40 additional salmon and steelhead for sport fishing. Clement feels this should be more transparent  
41 and wanted to make it more public.  
42

43 Lee said he is chairing the September AOC District 7 meeting. Lee will be speaking to the gill  
44 netting issue. Northwest Oregon Housing Authority (NOHA) is still seeking applicants for a  
45 commissioner to serve on their Board.  
46

1 **COUNTY MANAGER'S REPORT**

2 Moore said there is still a lot of work to do in the community on mental health. There are very  
3 clear standards and expectations that are laid out and Moore put together a committee of  
4 knowledgeable folks so they can understand those expectations. Moore would like to have  
5 collaborative meetings more often.

6  
7 **ADJOURNMENT 6:45PM**

8  
9 Approved by,

10  
11  
12  
13 \_\_\_\_\_  
Scott Lee, Chairperson

**Clatsop County Board of Commissioners**  
**Work Session**  
**August 24, 2016**

Chair Scott Lee called the work session to order at 4:30 p.m. in the Judge Guy Boyington Building, 857 Commercial Street, Astoria, Oregon. Also present were Commissioners Sarah Nebeker, Lisa Clement, Dirk Rohne, and Lianne Thompson.

Attendance:

Cameron Moore, Clatsop County Manager  
 Amy Baker, Clatsop Behavior Healthcare – Interim Executive Director  
 Justin Hopkins, Oregon Health Authority - Quality Management Administrator  
 Jeremy Rust, Clatsop Behavioral Healthcare Board Chair  
 Kevin Campbell, Greater Oregon Behavioral Healthcare Inc. – CEO  
 Tom Shrewsbury, Oregon Health Authority – Community Mental Health Program Coordinator  
 Greg Engebretson, Juvenile Director  
 Josh Marquis, District Attorney

**Mental Health**

Lee welcomed everyone to the work session. Moore said he knew when he arrived at the county that the community was in a mental health crisis and quickly learned that there were resources available willing to work with Clatsop County to improve the mental health services in the county. Moore wants everyone to realize what their roles and responsibilities are in delivering community mental health services.

Justin Hopkins, Oregon Health Authority (OHA), said OHA provides funding, policy oversight and the regulatory oversight for the publically funded behavioral healthcare system. Hopkins said a Local Mental Health Authority (LMHA) is combined of a board of county commissioners of one or more counties that establishes or operates a community mental health program. The LMHA is authorized to establish or contract for a Community Mental Health Program (CMHP). A CMHP is required to have a mental health advisory committee who is appointed by the board of county commissioners. Each LMHA shall adopt a comprehensive local plan for the delivery of mental health services. The purpose of the local plan is to create a blueprint to provide mental health services that are directed by and responsive to the mental health need of individuals in the community served by the local plan. OHA may require a LMHA to review and revise the local plan periodically. The LMHA has the responsibility to:

- Determine the need for local mental services.
- Establish and administer a community mental health program to provide with an array of services.
- Manage the mental health crisis system.
- Coordinate mental health services with the criminal/juvenile justice and corrections system and collaborate with the local public safety coordinating council.

LMHA may choose to initiate additional services beyond those required by statute. The purpose of a community mental health program:

- Provide a system of appropriate, accessible, coordinated, effective, efficient services to meet the mental health needs of the citizens of the community.

- 1 • No person shall be denied community mental health services based on ability to pay.
- 2 • Services must be timely.

3  
4 Hopkins said whatever services provided are always subject to the availability of funds.

5 Engebretson said the impression that people have is that the services are only covered if someone  
6 is on the Oregon Healthcare Plan (OHP). Hopkins said within the limits of available funds,  
7 community mental health and developmental disabilities programs shall provide services in the  
8 following order of priority regardless of insurance coverage.

- 9 1. Those at risk of immediate hospitalization for the treatment of mental or emotional illness  
10 or in need of continuing services to avoid hospitalization; and those at risk for hurting  
11 themselves or others; and those under the age of 18 that are at risk of removal from their  
12 homes for treatment.
- 13 2. Those least able to obtain assistance due to nature of illness, geographical location, or  
14 family income.
- 15 3. Those that will not require hospitalization.

16 Hopkins stated that each county is different and organize their service delivery structure in many  
17 creative ways. The county can provide all services directly; contract with a private agency;  
18 contract services to multiple agencies; or a combination of those listed. Hopkins said for civil  
19 commitment the role of the CMHP is responsible for initiating director's custody for individuals  
20 who are allegedly mentally ill; conducting civil commitment investigations; presenting facts to  
21 the court during civil commitment hearings and monitoring the terms of commitment and/or trial  
22 visit. LMHA's and their CMHP's are charged with the responsibility to provide a 24-hour crisis  
23 response system to individuals with mental and substance use disorders, and developmental  
24 disabilities regardless of insurance coverage. Lee asked if the OHA has a data tracking system  
25 comparable by counties. Hopkins said they collect a lot of data through their Measures and  
26 Outcomes Tracking System but right now they have been having some difficulty getting data in.  
27 Hopkins said once they have more compliance throughout the state OHA would be happy to  
28 provide more data to the counties. The LMHA's responsibility for coordination of care is to  
29 provide:

- 30 • Jail and State Hospital Diversion programs
- 31 • Mental health and alcohol & drug residential programs
- 32 • Housing development for vulnerable populations
- 33 • Management of children and adults at risk of entering or who are transitioning from the  
34 Oregon State Hospital or from residential care
- 35 • Maintain or improve the Crisis System
- 36 • Funding the local system of care so that numbers of commitments do not increase
- 37 • Management of community- based specialized services

38  
39 Thompson asked if there was a tracking system to pinpoint service delivery issues. Josh Marquis,  
40 District Attorney, said every county in the state is required to maintain a Child Fatality Review  
41 Board but it is not primarily focused on mental health. Marquis said speaking as a prosecutor the  
42 people they deal with are not suffering from thought disorder but more of a behavior issue.  
43 Marquis feels agencies do a pretty good job of alerting people of potential parents that might  
44 want to hurt their children.

1 Hopkins said there is a law that requires a written agreement between each coordinated care  
2 organization and the LMHA in the area served by the Coordinated Care Organization (CCO).  
3 This agreement outlines the responsibilities of the LMHA in cooperation with the CCO.  
4

5 Engebretson asked if OHA has any best practice model for counties to follow depending on the  
6 county size. Hopkins said there is an effort to set a model for the behavioral health delivery  
7 system which is a process bringing together many stakeholders around the state. Hopkins said  
8 they can connect the county with other counties that are similar in terms of structure, size and  
9 need.  
10

11 Kevin Campbell, Greater Oregon Behavioral Health Inc. (GOBHI), said GOBHI was formed in  
12 1995. Since then, Clatsop Behavioral Healthcare (CBH) has had eight different mental health  
13 directors. Mental health has its own funding system. There really wasn't coordinated care for  
14 Clatsop County until 2012. It became much more collaborative and much less competitive where  
15 hospitals partnered with other hospitals. Campbell felt Watkins did a good job with lots of good  
16 ideas but at the end of the day the organization became complex to the extent that the existing  
17 staff were not able to deliver the services that were necessary. Housing is an external challenge  
18 in Clatsop County. Campbell thanked Amy Baker, Interim Director at CBH and Cameron Moore  
19 and said GOBHI is willing to continue to put their resources into the community to see that the  
20 county gets to a functional exemplary mental health system. Campbell feels the opening of the  
21 Crisis Respite Center is a good way to go. If the only door for services is through crisis, then  
22 there will be more crises. There needs to be case managers in the community to look for risk and  
23 prevent a crisis from happening. Campbell said the focus needs to be on trauma which is the  
24 single cause of behavioral health challenges. This needs to be addressed and recognized.  
25

26 Lee asked what other external challenges there were besides housing. Campbell said that on the  
27 coast there are a lot of grey days which leads to depression. For some reason, folks with  
28 challenges tend to travel as far west as they can go. The county has high rates of substance abuse,  
29 high poverty rates and population changes between summer and winter.  
30

31 Thompson liked the idea of looking at comparable counties so they can be effective and  
32 collaborative. Thompson feels the mental health issue needs to become a priority in Oregon and  
33 at the federal level. Rohne said Moore is the professional at the table to help elevate the situation  
34 and sees bringing the county resources and the people who work for the county together in  
35 collaboration with CBH for the best possible outcome for all of the citizens. Rohne said it is very  
36 important that the county manager be able to work with CBH collaboratively. Moore said they  
37 are working towards that direction. The last two to three months there have been regular  
38 meetings between Moore and Baker to help support CBH.  
39

40 Jeremy Rust, CBH Board Chair, said the Board has been in a difficult position over the last year  
41 or so and recognized that there were parts of the organization that they didn't understand. Rust  
42 said the Board is committed to the success of CBH and appreciates the numerous resources that  
43 have been provided to CBH. Rust said they would like the involvement of the county for the  
44 search of the next CBH Director. The CBH Board has engaged Jay Barber who is an expert  
45 consultant of Boards who will be doing a long term review of CBH's board organizational

1 structure policies and procedures and how the Board can make sure the oversight is what it needs  
2 to be.

3  
4 Amy Baker, Interim Executive Director has been in the position for about two months. Baker  
5 said her biggest fear and concern when she stepped into this role was that CBH had one person  
6 on the crisis team. Baker was able to add more people to come help on a temporary basis. CBH  
7 will be close to being fully staffed by the end of September. On July 28<sup>th</sup> the North Coast Respite  
8 Crisis Center opened and it currently has four clients who are receiving services. There will be a  
9 Psychiatric Nurse Practitioner starting in September. Baker is working on identifying policies  
10 and procedures that are not in place and getting the organization stabilized. Baker is putting a lot  
11 of effort into hiring good strong leaders. Baker is looking at how to work more collaboratively  
12 with Coastal Family Services and their clients. Some of CBH's challenge has been that it's trying  
13 to be all things for all people but at the end of the day it is responsible for the most vulnerable  
14 folks in the community.

15  
16 Baker said they need independent measures to know whether they are performing well. Baker is  
17 trying to figure out benchmarks to show the Board how CBH is doing. Lee said the Board needs  
18 that information. Moore is working with people who are knowledgeable about the mental health  
19 delivery system so the Board can clearly establish their expectations for CBH. Hopkins said the  
20 state is developing a Behavioral Health Mapping Tool which includes service information,  
21 population data and outcome data. This will help the state look at where they need to make  
22 strategic investments so the money goes to the right places. Rohne said a lot of the needs for  
23 criminal justice and mental services are for people who aren't residents of the county but the  
24 county is expected to provide those services. Hopkins said they are looking at that through the  
25 mapping tool on who is responsible for providing services.

26  
27 Tom Shrewsbury, OHA Community Mental Health Program Coordinator, asked Baker about the  
28 strengths and successes she is seeing that the LMHA should have on their radar. Baker said CBH  
29 has really good programs. They have an exceptional early psychosis program which is for people  
30 who have had a psychotic break. Baker said they also have a good support employment program  
31 which can help stabilize a person's mental health condition. There are clinicians placed in school  
32 to increase access for kids which creates more collaboration with the schools and CBH.

33  
34 Campbell said mental health is at Stage 4 and they need to be able to identify potential mental  
35 illness at Stage 1 or 2. Nebeker feels that collaboration was missing and said meeting together  
36 and sharing information is extremely important. Nebeker would like ongoing communication on  
37 where the problems are to work together to make it better. Lee is very pleased to see the  
38 collaboration redevelop. Thompson likes the idea that people come to the county for an array of  
39 services and come here to heal.

40  
41 Engebretson asked Hopkins to speak about the audits that the state does on the community  
42 mental health programs. Hopkins said they look for compliance of the administrative rules.  
43 When there are concerns about substantial compliance or significant areas that aren't being met a  
44 site review report is issued which requires corrective action. Hopkins said they are looking to  
45 make sure the terms of the contract with OHA and CBH are fulfilled. Nebeker asked if there

1 would be more funding for prevention. Hopkins said yes and that all of the stakeholders are  
2 talking about prevention being a priority.

3

4 Lee thanked everyone for coming and is looking forward to working with everyone and moving  
5 forward.

6

7

Approved by,

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Scott Lee, Chairperson



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**Oct. 12, 2016**

**Issue/Agenda Title:** Appointment of Board of Property Tax Appeals (BOPTA) Members

**Category:** Consent Calendar

**Prepared By:** Valerie Crafard, County Clerk

**Presented By:** Valerie Crafard, County Clerk

**Issue before the Commission:** Appoint county governing body member and non-office holding members to the Board of Property Tax Appeals.

**Informational Summary:** Pursuant to ORS 309.067, county governing bodies appoint two pools of individuals by October 15<sup>th</sup> of each year from which the county clerk selects members of the County Board of Property Tax Appeals (BOPTA). One pool of members consists either of members of the county governing body or of the governing body’s designees. The second pool must be comprised of non-office holding residents of the county who are not employees of the county or of any taxing district within the county. Commissioner Thompson has expressed continued interest in serving on BOPTA and as the governing body member will serve as the chairperson.

<b>Name</b>	<b>Pool</b>	<b>Prior BOPTA Service</b>
Lianne Thompson	Governing body	Yes
Cheryl Lockett	Non-Office holding	Yes
Dr. Frank Mansfield	Non-Office holding	Yes
Bonnie Lively	Non-Office holding-alternate	Yes
Irmin Roberts	Non-Office holding-alternate	Yes

**Fiscal Impact:** BOPTA members receive a stipend of \$75 per day.

**Options to Consider:**

1. Appoint Commissioner Thompson as the governing body member. Appoint Cheryl Lockett, Dr. Frank Mansfield, Irmin Roberts and Bonnie Lively to the non-office holding pool of the Board of Property Tax Appeals for the 2016 - 2017 year.

**Staff Recommendation:** Option 1.

**Recommended Motion:** *“I move to appoint Commissioner Thompson as the governing body member and appoint Cheryl Lockett, Dr. Frank Mansfield, Irmin Roberts and Bonnie Lively to the non-office holding pool of the Board of Property Tax Appeals for the 2016 - 2017 year.”*

**Attachment List:** Applications for the non-office holding pool.

BOARD OF PROPERTY TAX APPEALS (BOPTA)  
APPLICATION  
CLATSOP COUNTY

RECEIVED  
SEP 16 2015  
CLATSOP COUNTY CLERK

Date: 9/16/15

Name: Cheryl Lockett

Mailing Address: 619 2nd St.

City: Astoria, OR 97103

Street Address: Same

Email: cheryllockett@aol.com

Home Telephone: \_\_\_\_\_

Other Telephone: 503-338-2123

work  cell phone

Current Occupation: Retired

Years Resident of County: 15

Do you live within the city limits:  Yes  No

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

Are you currently employed by, or receive compensation from a Tax District? If yes, please provide details.  
no

Prior Criminal Convictions (omit minor traffic violations):  Yes  No

If Yes, Explain: \_\_\_\_\_  
(Attach additional pages if needed)

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

My background includes many years working for Legislative Administration during the 1990's, and most recently have been in sales of health insurance for the past 14 years. No experience in real estate, appraisal or finance.

but certainly willing to participate in public hearing or audit as to reasonable decisions

Describe your interest in serving on BOPTA:

I am recently retired and am looking for ways to serve my community. I heard of this opportunity and would love to volunteer. I love learning and look forward to gaining knowledge of the Oregon property tax system in order to serve on BOPTA.

  
Signature

**Return Form To:** County Manager's Office  
800 Exchange, Ste 410  
Astoria, OR 97103  
Fax: 325-8325



BOARD OF PROPERTY TAX APPEALS (BOPTA)  
APPLICATION  
CLATSOP COUNTY

Date: 1 Sep 2016

Dr. Frank Mansfield  
Name

35173 Willette Ln  
Mailing Address

Astoria, OR 97103  
City

Street Address: 35173 Willette Ln Email: frank\_mansfield@msn.com

Home Telephone: (540) 273-8741 Other Telephone: \_\_\_\_\_

work  cell phone

Current Occupation: Retired

Years Resident of County: 2 yrs Do you live within the city limits:  Yes  No

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

Are you currently employed by, or receive compensation from a Tax District? If yes, please provide details.

No  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prior Criminal Convictions (omit minor traffic violations):  Yes  No

If Yes, Explain: \_\_\_\_\_  
(Attach additional pages if needed)

Background (Relevant education, training, experience, etc.):  
Ph.D. in Engineering  
M.S. Aeronautical Astronautical Engineering  
B.S. Aeronautical Astronautical Engineering  
Chairman Board of Zonal Appeals for Colonial Beach, VA  
31 yrs DoD Navy, retired as a GS-15

Describe your interest in serving on BOPTA:

I believe that the property owner needs a process to bring forth their concerns and desires outside the administration of the county so they can see there is opportunity for change due to circumstances unbeknownst to the county during assessment. I can quickly analyze and understand the information presented and work with other members of the board towards a consensus on the issue brought before the board. I have a general interest in the development and maintaining of the community in which I live. I desire to give back to the community by using my talents presented above and my work experience.

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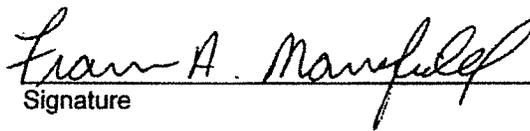
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Signature

**Return Form To: County Manager's Office  
800 Exchange, Ste 410  
Astoria, OR 97103  
Fax: 325-8325**

RECEIVED

SEP 14 2015

CLATSOP COUNTY CLERK

BOARD OF PROPERTY TAX APPEALS (BOPTA)  
APPLICATION  
CLATSOP COUNTY

Date: 9/13/15

Bonnie A. LIVELY

Name

PO Box 813

Mailing Address

Astoria OR 97103

City

Street Address: 41 Skyline Ave

Email: blively@pacifier.com

Home Telephone: 503-325-4749

Other Telephone: 503-791-4574

work  cell phone

Current Occupation: Independent sales representation

Years Resident of County: 33 yrs

Do you live within the city limits:  Yes  No

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

Are you currently employed by, or receive compensation from a Tax District? If yes, please provide details.

No

Prior Criminal Convictions (omit minor traffic violations):  Yes  No

If Yes, Explain:

(Attach additional pages if needed)

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

AAS Degree - Fashion Inst. of Technology State University of N.Y.

BA Degree - University of MI, Missoula.

Licensed Real Estate Agent - State of Colorado (expired)

Self employed for over 30 years - shop owner in Cannon Beach,

running Electrical Contracting Business w/husband, in sales rep business for

20 years. Bought + sold real estate, owner of rental property, in Clatsop City

taught for C.C.C. - Fiber Arts 1980's - Mid 1990's, Founder of Needle Ark Mentoring Program - non profit www.needleartsmentoringprogram.org, KMNW programmer for 18 years.

Describe your interest in serving on BOPTA:

I am interested in the property tax process. This is an opportunity for me to use my real estate background and experience to be of service to my community.

*Bonnie A. Lively*  
Signature

**Return Form To:** County Manager's Office  
800 Exchange, Ste 410  
Astoria, OR 97103  
Fax: 325-8325

RECEIVED  
AUG 29 2016  
CLATSOP COUNTY CLERK

BOARD OF PROPERTY TAX APPEALS (BOPTA)  
APPLICATION  
CLATSOP COUNTY

Date: 8-27-16

IRMIN ROBERTS

Name  
P.O. BOX 1462

Mailing Address  
ASTORIA OR. 97103

City  
Street Address: 730 LEXINGTON

Email: IRMIN JANE G MAIL.COM

Home Telephone: 503-3387245 Other Telephone: 503-4700303

work  cell phone

Current Occupation: RETIRED

Years Resident of County: 12 YEARS  
No

Do you live within the city limits:  Yes  No

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

Are you currently employed by, or receive compensation from a Tax District? If yes, please provide details.

NO

Prior Criminal Convictions (omit minor traffic violations):  Yes  No

If Yes, Explain:  
(Attach additional pages if needed)

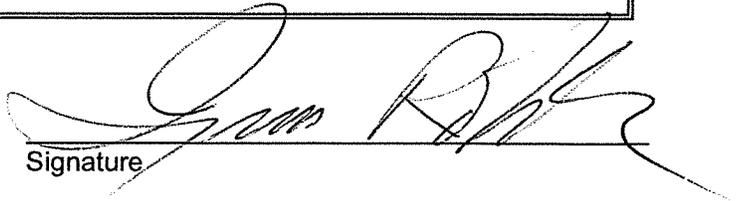
Background (Relevant education, training, experience, etc.):

IN THE LAST 30 YEARS BEFORE  
I RETIRED I WAS A REAL  
ESTATE APPRAISER. MY COLLEGE  
DEGREE IS FROM CALIFORNIA STATE  
UNIVERSITY IS IN BUSINESS

Describe your interest in serving on BOPTA:

ADMINISTRATION, AND MOST  
OF MY REAL ESTATE COURSES  
ARE FROM UCLA.

I THINK MY BACKGROUND  
WILL BE USEFUL IF ~~IN~~ SERVICE  
ON THE BOPTA BOARD.



Signature

**Return Form To:** County Manager's Office  
800 Exchange, Ste 410  
Astoria, OR 97103  
Fax: 325-8325

**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**October 12, 2016**

---

**Issue/Agenda Title:** FY 2016-17 County Counsel Beery, Elsner & Hammond, LLP Contract Amendment

**Category:** Consent Calendar

**Prepared By:** Theresa Dursse, Executive Assistant – Clerk of the Board

**Presented By:** Cameron Moore, County Manager

---

**Issue before the Commission:** Approve the contract amendment with county counsel Beery, Elsner, & Hammond, LLP.

**Informational Summary:** The agreement with Beery, Elsner, & Hammond, LLP includes a not to exceed amount of \$30,000 for fiscal year 2016-17. This amendment is an additional \$40,000 to cover costs related to the discontinuation of the Arch Cape Design Review Committee and to facilitate necessary revisions to Human Resource policies.

At this time staff does not feel a budget adjustment is necessary as appropriation authority has been budgeted within the 2016-17 FY and this amendment is necessary only for contract compliance.

**Fiscal Impact:** The amended not to exceed amount for the fiscal year 2016-17 is \$70,000.

**Options to Consider:**

1. Approve the FY 2016-17 contract amendment with Beery, Elsner, & Hammond, LLP.
2. Do not approve the contract amendment.
3. Take no action.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve the FY 2016-17 contract amendment with County Counsel Beery, Elsner, & Hammond, LLP and authorize the Chair to sign."*

**Attachment List:**

- A. Contract Amendment



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**October 12, 2016**

---

**Issue/Agenda Title:** Local Government Grant Agreement for Cullaby Lake Shelter Rehabilitation Project

**Category:** Consent Calendar

**Prepared By:** Steve Meshke

**Presented By:** Steve Meshke

---

**Issue before the Commission:** Request approval of the Local Government Grant Agreement with Oregon State Parks for the picnic shelter improvement project at Cullaby Lake Park.

**Informational Summary:** We have received a grant from the Local Government Program through Oregon State Parks for the roof replacement on the picnic shelters located at Cullaby Lake Park. These shelters were built in the early 70's, the cedar shake roof that is currently in place on both shelters is in need of replacement. We will also be replacing sections of the hand rail around the south shelter enclosure that are also failing due to heavy use and weather exposure. We will also be installing a paved handicapped accessible access trail to the north picnic shelter area from the parking lot that will meet ADA standards. Currently there is no trail and people with disabilities are dealing with crossing the lawn areas of the park to access the north picnic shelter. These shelters may be reserved during the summer season for picnic events at a cost of \$35.00. They are used by a wide variety of groups that range from family reunions to company picnics, as well as church and youth groups. The size of these events can range from 25 to 400 people. These shelters are a major attraction to the park and we have around 80 shelter reservations a year.

**Fiscal Impact:** This grant requires a 40% match. The total estimated cost of the picnic shelter re-roofing project is \$61,000. The Oregon State Parks grant award is for a total of \$36,600, and the local match of \$24,400 for this project will be budgeted under the FY 2016-17 Parks and Land Acquisition Fund. The Recreation Land Planning Advisory Committee supports this project and the funding request.

**Options to Consider:**

1. Approve the Local Government Grant Program Agreement with Oregon State Parks
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 approve and direct the Chair to sign the Local Government Grant Agreement with Oregon State Parks and Recreation Department for the picnic shelter roof replacement and improvement project at Cullaby Lake Park.”*

**Attachment List:**

- A. Local Government Grant Program Agreement

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

---

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its Oregon Parks and Recreation Department, hereinafter referred to as "OPRD" or the "State" and Clatsop County, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG16-030  
**Project Title:** Cullaby Lake Park Picnic Shelter Rehabilitation  
**Project Type (purpose):** Rehabilitation

**Project Description:** The project will replace the cedar shake roofs on two large picnic shelters with a metal roof system, and install a new handicap accessible paved path to the north picnic shelter area at Cullaby Lake Park in Clatsop County, Oregon. The Project is further described in the Application included as Attachment B.

**Grant Funds /**  
**Maximum Reimbursement:** \$36,600 (60.00%)  
**Grantee Match Participation:** \$24,400 (40.00%)  
**Total Project Cost:** \$61,000

**Grant Payments:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in the Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall submit a State supplied Request for Reimbursement form, copies of project invoices, and documentation confirming project invoices have been paid. In addition to the final reimbursement requested upon completion of the Project, Grantee may request mid-Project reimbursement, as often as quarterly, for costs accrued to date. Advance payments may be provided under hardship conditions.

**Reimbursement Procedures:** Based on the estimated Project Cost of \$61,000, and the Grantee's Match participation rate of 40.00%, the reimbursement rate will be 60.00%. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or 60.00% of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project and the Final Report substantially in the form of Attachment C.

**Progress Reports:** Grantee shall submit written Progress Reports on forms provided by the State with each reimbursement request, or at a minimum, Progress Reports shall be submitted at six month intervals, starting from the effective date of the Agreement.

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2018**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

**Agreement Documents:** Included as part of this Agreement are:

- Attachment A: Standard Terms and Conditions
- Attachment B: Project Application including Description and Budget
- Attachment C: Sample Progress Report form
- Attachment D: Sample Request for Reimbursement form including guidelines

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

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator  
 Steve Meshke  
 Clatsop County  
 2001 Marine DR STE 253  
 Astoria, OR 97103  
 503-325-6452  
 spmeshke@co.clatsop.or.us

Grantee Billing Contact  
 Andrea Neys  
 Clatsop County  
 2001 Marine DR STE 253  
 Astoria, OR 97103  
 503-325-6452  
 aneys@co.clatsop.or.us

OPRD Contact  
 Mark Cowan, Coordinator  
 Oregon Parks & Rec. Dept.  
 725 Summer ST NE STE C  
 Salem, OR 97301  
 503-986-0591  
 mark.cowan@oregon.gov

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**GRANTEE**

By:   
 Signature  
Cameron Moore  
 Printed Name  
County Manager  
 Title  
9-23-16  
 Date

**Oregon Department of Justice (ODOJ)** approved for legal sufficiency for grants exceeding \$150,000:

By: N/A  
 ODOJ Signature or Authorization  
 \_\_\_\_\_  
 Printed Name/Title  
 \_\_\_\_\_  
 Date

**STATE OF OREGON**

**Acting By and Through Its  
OREGON PARKS AND RECREATION DEPT.**

By: \_\_\_\_\_  
 Tracy Loudon, Business and Tech. Solutions Administrator

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
 Jan Hunt, Grants Section Manager

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
 Mark Cowan, Grant Program Coordinator

\_\_\_\_\_  
Date

# Attachment A – Standard Terms and Conditions

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates, or until all audits initiated within four years have been completed, whichever is later. The Grantee agrees to allow Oregon Secretary of State auditors, and State agency staff, access to all records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. Leases for projects placed on federally owned property must be at least 25 years.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency, consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means, the Grantee must provide replacement property acceptable to OPRD within 24 months of either the conversion or the discovery of the conversion.

If replacement property cannot be obtained within the 24 months, the Grantee will provide payment of the grant program's prorated share of the current fair market value to the State. The prorated share is that percentage of the original grant (plus any amendments) as compared to the original project cost(s). The replacement property must be equal to the current fair market value of the converted

property, as determined by an appraisal. The recreation utility of the replacement property must also be equal to that of the lands converted or disposed.

If conversion should occur through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee will be required to pass through to the State that prorated share of whatever consideration is provided to the Grantee by the entity that caused the conversion. The monetary value of whatever consideration provided by the taking will normally consist of the fair market value of the property established by an appraisal.

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

8. **Contribution:** 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 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either 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 paragraph and 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 liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State 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 the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee 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. The State'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.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee 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 the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State 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. The Grantee'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.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee'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.

9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement.
10. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**October 12, 2016**

---

**Issue/Agenda Title:** Right-of-way Extension Easement

**Category:** (Consent Calendar)

**Prepared By:** Michael Summers, Public Works Director

**Presented By:** Michael Summers, Public Works Director

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**Issue before the Commission:** Grant a right-of-way extension easement across county-owned parcel to allow for a future roadway extension to property south of the North Coast Business Park

**Informational Summary:** Clatsop County was requested to grant a right-of-way easement across County-owned land to the neighboring property owned by Warrenton Fiber Company. This easement would provide for and improve transportation access from the adjacent property across the County owned parcel to SE 19<sup>th</sup> Street. The grantee is Warrenton Fiber Company.

The subject parcel for the right-of-way easement is Assessor's Tax Lot 206 Township 8N, Range 10W, Section 27, more commonly known as the North Coast Business Park within the City limits of Warrenton. The 100 foot wide easement would allow for a roadway to be constructed in between the Oregon Youth Authority Facility and the County Sheriff's Office. There will be woodland vegetation buffers between the roadway and both OYA and Sheriff's Office facilities.

The initial request for the roadway and right-of-way was made to the County Public Works Director in April, 2015. The Public Works Director over the past 14 months worked with the County Manager and Counsel on negotiation strategy and necessary instruments to best process the request. The Public Works Director and County Manager requested that the grantee provide fair compensation for the land area of the easement footprint. The grantee hired a real property appraiser to conduct a right-of-way land appraisal to determine the value of fair compensation based on a price for unit area. The appraisal determined a value to the County to be \$87,600 for the approximate 1.8 acres of land to be encumbered with the roadway easement.

Additional terms for the easement are such that payment would be made upon approval for necessary roadway permits from the local, state, and federal agencies, also that the County would at a future date dedicate the land over the easement to the public for right-of-way purposes by deed or plat.

**Fiscal Impact:** Revenue in the amount of \$87,600 would be deposited into the Industrial Revolving Fund to be further reinvested into the North Coast Business Park and other economic development activities. There was limited staff time to work with grantee to process the easement request.

**Options to Consider:**

1. Approve and grant the easement as proposed
2. Do not approve and direct staff to renegotiate the easement terms
3. Do not approve the easement

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve the roadway extension easement with Warrenton Fiber Company and authorize the County to execute the easement"*

**Attachment List:**

- A. Roadway Extension Easement
- B. Vicinity Map

**After Recording, Return To:**  
Heather Reynolds, Attorney  
P.O. Box 145  
Astoria, Oregon 97103

---

**ROAD EASEMENT**

**DATE:** \_\_\_\_\_, 2016

**PARTIES:** Clatsop County  
800 Exchange, Suite 410  
Astoria, Oregon 97103

("Grantor")

**AND** Warrenton Fiber Company  
PO Box 100  
Warrenton, OR 97146

("Grantee")

**Section 1. Grant of Easement; Description**

**1.1** Grantor hereby grants and conveys to Grantee a permanent, exclusive easement (Easement) for ingress and egress on, over, across, and through a tract of land in the County of Clatsop, State of Oregon, described in Partition Plat 2006-033 Clatsop County Deed Records.

Situs Address: 1190 SE 19<sup>th</sup> Street Warrenton, Oregon 97146  
Tax Account #: 810270000206, Acct ID #56071

**1.2** The Easement is legally described in **Exhibit A**, attached hereto.

**1.3** The Easement is to be used for ingress and egress and utility line purposes by Grantee and its successors in interest. Use of the easement shall be on a regular, continuous, exclusive, priority basis, benefiting the Grantee, its successors and assigns.

**Section 2. Consideration**

Grantee will pay Grantor \$87,600 for the easement within 30 days of approval of both a joint wetland removal fill permit for a road on the described easement and approval of the 74 lot Roosevelt Subdivision, or two years from execution of this Easement, whichever occurs first.

**Section 3. Construction and Repair; Insurance**

The cost of building a road, any subsequent necessary repairs to the road, and insurance for the use of the Easement shall be borne exclusively by the Grantee and its successors. Grantee shall indemnify and hold Grantor harmless for Grantee's use of the Easement.

**Section 4. Effect of the Agreement**

The Easement granted hereunder shall run with the land as to all property burdened and benefited by the Easement, including any division or partition of such property. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit the parties, their successors and assigns, lessees, mortgagees or beneficiaries under a deed of trust.

**Section 5. Road Standards and Dedication to City.**

Any road constructed on the easement will be built to City of Warrenton road standards. On completion of the road, if Grantee desires to dedicate it to the City of Warrenton, Grantor will join in that dedication. Grantor confirms this Easement and the road to be built on the Easement to City of Warrenton road standards will not require any additional improvements to provide access to Grantee's proposed 74 lot Roosevelt Subdivision.

**Grantor:**

**Grantee:**

\_\_\_\_\_  
Clatsop County  
By: Cameron Moore, County Manager

\_\_\_\_\_  
Warrenton Fiber Company  
By: David Nygaard, President

STATE OF OREGON            )  
  ) ss.  
County of Clatsop            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Cameron Moore as County Manager of Clatsop County.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of Clatsop            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by David Nygaard as President of Warrenton Fiber Company.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description**

**for**

**Warrenton Fiber**

**of access road from SE 19<sup>th</sup> Street to SE Willow Dr, Forest Rim Subdivision**

A 100 foot wide non-exclusive easement for ingress, egress and utilities over, under and across the following described tract:

**Beginning** at the Southwest corner of Parcel 2 of Partition Plat 1996-007 as recorded in Book 2, Page 128 Clatsop County Plats;

Thence along the West line of said Partition Plat North 00°10'41" East 820.69 feet (a record bearing of North 00°10'29" East) to the south line of SE 19<sup>th</sup> Street as described in Instrument 200401949, Clatsop County records;

Thence along the South line of SE 19<sup>th</sup> Street South 87°38'12" West 100.10 feet;

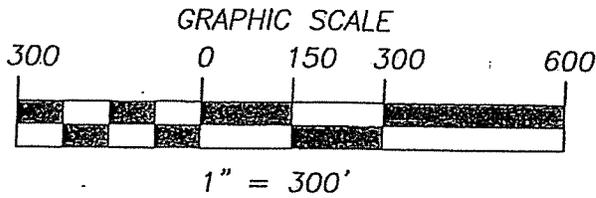
Thence South 00°10'41" West 816.24 feet to the Section line common to Sections 27 and 34, T8N, R10W;

Thence along said section line South 89°48'50" East 100.00 feet to the **Point of Beginning**.

Situated in the Southeast quarter of Section 27, Township 8 North, Range 10 West, W.M., County of Clatsop, State of Oregon.

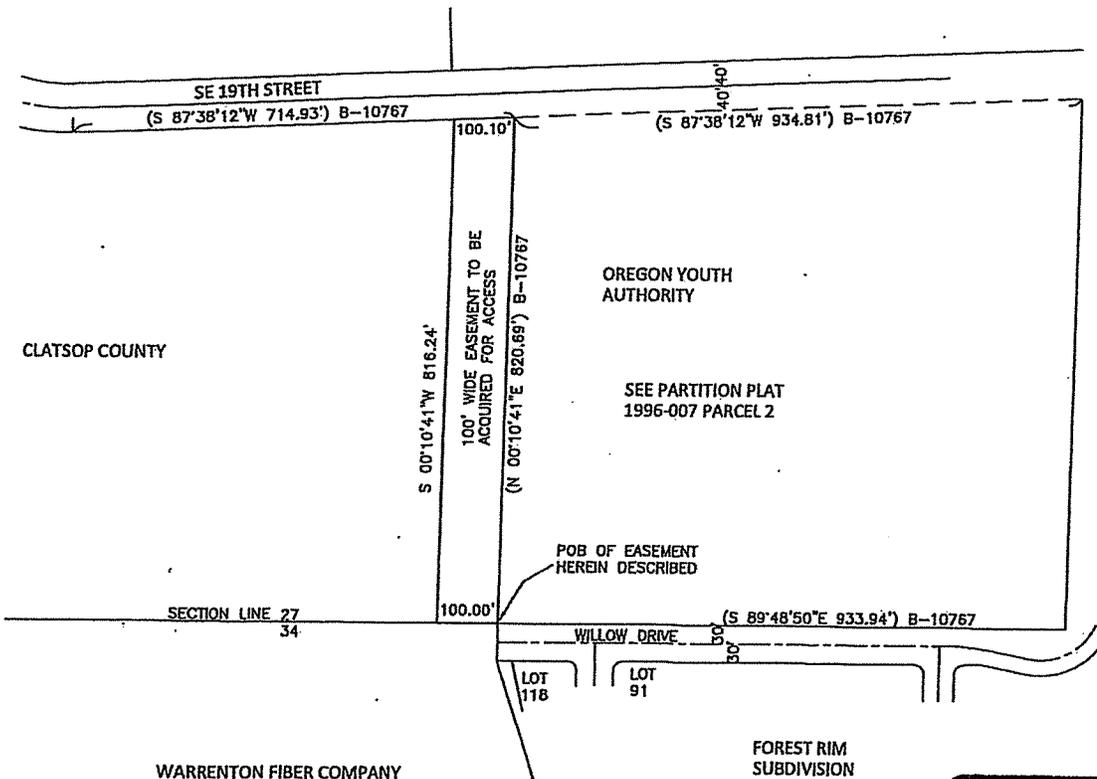
Containing 81,846 square feet.

The Bearings for this description are based upon County Survey B-10767



BIF BEAMS, LLC

CLATSOP COUNTY



NOTES:  
THE PURPOSE OF THIS MAP IS TO SHOW THE LOCATION OF A PROPOSED 100' WIDE INGRESS, EGRESS AND UTILITY EASEMENT TO BE ACQUIRED BY WARRENTON FIBER FROM CLATSOP COUNTY BETWEEN SE 19TH STREET TO FOREST RIM SUBDIVISION. BEARINGS FOR THIS DESCRIPTION ARE BASED UPON COUNTY SURVEY B-10767.

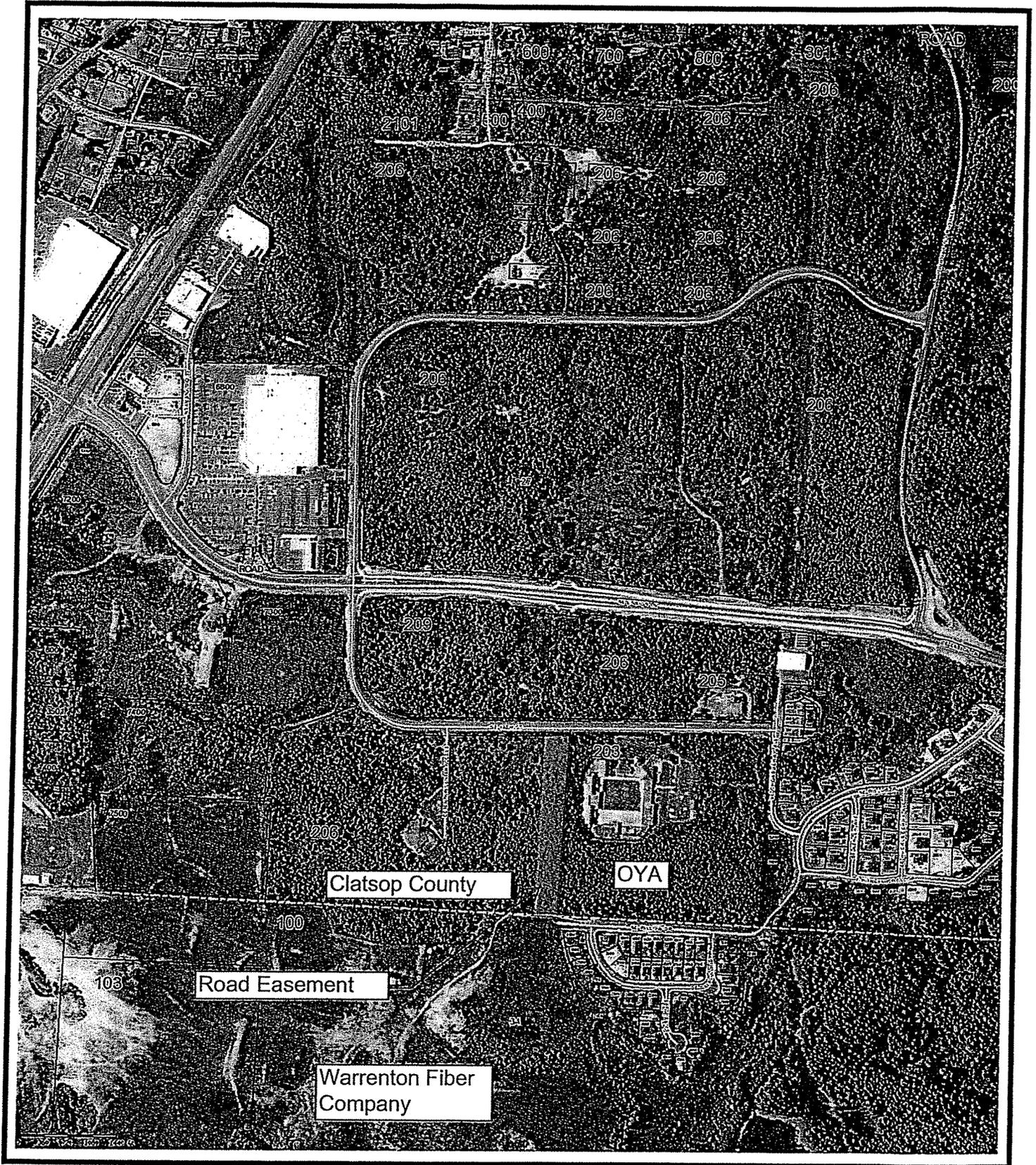
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Dale N. Barrett*

OREGON  
JULY 16, 1982  
DALE N. BARRETT  
#1979

RENEWAL DATE: DEC. 31, 17

# Vicinity Map



## Clatsop County Webmaps

Disclaimer: This map was produced using Clatsop County GIS data. The GIS data is maintained by the County to support its governmental activities. This map should not be used for survey or engineering purposes. The County is not responsible for map errors, omissions, misuse or misinterpretation. Photos may not align with taxlots.





**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**October 12, 2016**

---

**Issue/Agenda Title:** Northwest Oregon Housing Authority Council Membership Recommendation

**Category:** Consent

**Prepared By:** Theresa Dursse, Executive Assistant - Clerk of the Board

**Presented By:** Cameron Moore, County Manager

---

**Issue Before the Commission:** Consider the appointment to the Northwest Oregon Housing Authority (NOHA).

**Informational Summary:** NOHA was formed in October 1976 by Clatsop, Tillamook and Columbia Counties. It owns and manages housing for low and moderate-income persons and administers various Federal programs, which assist low and moderate-income persons to obtain safe, sanitary and decent housing. NOHA has all of the powers and duties prescribed in State housing authority laws. Three authority commissioners are selected and appointed by the Board of County Commissioners from each county. Authority commissioners are appointed to serve four-year terms.

Charlotte Langsev, term ending June 30, 2016, has resigned. Staff received one application. Melvin Jasmin has confirmed interest in appointment. This is a four year term, ending June 30, 2020.

**Options to Consider:**

1. Consider appointing Melvin Jasmin to NOHA to fill a term ending June 30, 2020.
2. Direct staff to re-advertise.

**Fiscal Notes:** No fiscal impact anticipated.

**Staff Recommendation:** Option #1

**Recommended Motion:** *“I move to appoint Melvin Jasmin to the Northwest Oregon Housing Authority Council for the term ending June 30, 2020.”*

**Attachment List:** Application

COMMITTEE, BOARD OR COMMISSION APPLICATION  
CLATSOP COUNTY

Date: 29 July 2016

Melvin (Mel) Jasmin

Name

P.O. Box 1029

Mailing Address

Warrenton

City



Street Address: 701 NW Warrenton Drive

Email: mel@houseofjasmin.com

Home Telephone: 503-861-2030

Other Telephone: 503-440-0086

work  cell phone)

Current Occupation: Retired

Years Resident of County: 47

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. Board member NW Housing Authority
2. \_\_\_\_\_
3. \_\_\_\_\_

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

I have served on the Board in 93-95. I have experience on committees to include the Amulance Advisory, Warrenton Community Center, Clatsop Care & Rehabilitation Center District, Mediator with the Washington and Clatsop County Court System, Ombudsman with Seniors in and around Clatsop Couynty. Member of local Kiwanis, VFW, Disable Vets, SMART Reader Program, AARP Ambassador.

I have 30 years with law enforcement and 34 years in the Military, (Navy, Marines, OR Gd, Army Reserve.) I am interested in help to assist low income familie and the homeless in our area

Please complete other side →

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

*Thank You*

*Mel Jasmin*

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](mailto:commissioners@co.clatsop.or.us)



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**October 12, 2016**

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**Issue/Agenda Title:** Ordinance 2016-07, an Ordinance amending and revising Clatsop County Code Chapter 15.04 (Ord. 03-04) – Clatsop County Building Code

**Category:** Public Hearing

**Prepared By:** David Kloss/Heather Reynolds

**Presented By:** David Kloss, Building Official

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**Issue before the Commission:** First reading and public hearing on Ord. 2016-07, an Ordinance amending Clatsop County Code Chapter 15.04 (Ord. 03-04) to revise the Clatsop County Building Code

**Informational Summary:** Clatsop County has had a building code program since 2003. The ordinance adopting the building code has not been significantly revised since that time. Numerous changes have occurred in State statutes, rules, and building codes over the last 13 years. Revisions to the County Uniform Building Code are necessary to be compliant with State rules since County ordinances must incorporate them. Major changes include revising the rule for issuing Stop Work Orders, and the rules for disconnecting utilities and abating hazardous equipment. Other significant changes include revising the process for extension of permits, and rules regarding inspections. Additions to the rules include maintaining records regarding building in flood hazard areas, and involving the State Historic Preservation Officer in decisions regarding structures of historic significance.

The other reason for amending Chapter 15.04 is that enforcing building code violations through the code enforcement process, as provided for in the current code, has not been successful. The Building Official believes that revising enforcement provisions to allow for imposition of civil monetary penalties or and/or denial of permits until penalties are paid, will be a more successful means of ensuring compliance. Code enforcement remains an optional remedy.

**Fiscal Impact:** Amending and revising Chapter 15.04 does not affect the General Fund. The Building Codes Division receives no General Fund support and is fully funded through permit fee revenues.

**Options to Consider:**

1. Conduct the first reading of Ord. 2016-07, open the public hearing and take testimony, and continue to the hearing to October 26, 2016.
2. Conduct the first reading of Ord. 2016-07, open the public hearing and take testimony, and table action.

**Staff Recommendation:** Option #1

**Recommended Motion:** N/A

**Attachment List:**

- A. Ordinance 2016-07
- B. Exhibit A demonstrating changes to Title 15.04

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

ORDINANCE	)	AN ORDINANCE AMENDING
NO. 2016-07	)	CLATSOP COUNTY CODE
	)	CHAPTER 15.04 (ORD. 03-04)
	)	TO REVISE THE CLATSOP COUNTY
	)	BUILDING CODE

The Board of Commissioners of Clatsop County ordains as follows:

SECTION 1. SHORT TITLE

This ordinance shall be entitled and shall be known as the “Ordinance Amending Clatsop County Chapter 15.04 (Ord. 03-04) to revise the Clatsop County Building Code”.

SECTION 2. PURPOSE

The purpose of this Ordinance is to revise and update the Clatsop County Code to conform with changes to Oregon law and the administrative rules of the Oregon Department of Consumer and Business Services, and to provide for a civil monetary penalty as a method of enforcement. The purpose of the code is to establish uniform performance standards providing reasonable safeguards for health, safety, welfare, comfort, and security of the residents of this jurisdiction who are occupants and users of buildings and for the use of modern methods, devices, materials, techniques and practicable maximum energy conservation.

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. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance 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 ordinance.

SECTION 6. ADOPTION CLAUSE

The Board of Commissioners hereby amends Clatsop County Chapter 15.04 to read as set forth in Exhibit A, which is by this reference incorporated herein.

BOARD OF COUNTY COMMISSIONERS FOR  
CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Scott Lee, Chairperson

By \_\_\_\_\_  
Recording Secretary

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Effective Date: \_\_\_\_\_

# EXHIBIT A

## Chapter 15.04

### COUNTY UNIFORM BUILDING CODE

#### Sections:

- 15.04.010 Reference.
- 15.04.020 Purpose.
- 15.04.030 Inconsistent provisions.
- 15.04.040 Scope.
- 15.04.050 Definitions.
- 15.04.060 Alternate materials and methods.
- 15.04.070 Modifications.
- 15.04.080 Tests.
- 15.04.090 Powers and duties of the Building Official.
- 15.04.100 Deputies.
- 15.04.110 Right-of-entry.
- 15.04.120 Stop work orders.
- 15.04.130 Authority to disconnect ~~service~~ utilities ~~in emergencies~~.
- 15.04.140 Authority to abate hazardous equipment.
- 15.04.150 Connection ~~after order to disconnect~~ of service utilities.
- 15.04.160 Occupancy violations.
- 15.04.170 Appeals.
- 15.04.180 Plans and permits.
- 15.04.190 Retention of plans.
- 15.04.200 Validity of permit.
- 15.04.210 ~~Time limit~~ Expiration of applications, extensions.
- 15.04.220 Expiration of permits, extensions.
- 15.04.230 Work without a permit/investigation fees.
- 15.04.240 Transferability.
- 15.04.250 Suspension/revocation.
- 15.04.260 Inspections.
- 15.04.270 Clatsop County Building Code.
- 15.04.280 Dangerous Building Code.
- 15.04.290 Historical buildings and structures.
- 15.04.300 Fees.
- 15.04.305 Monetary Penalties
- 15.04.310 ~~Enforcement~~ Other Remedies.

#### 15.04.010 Reference.

The provisions of this chapter shall be known as the "County Uniform Building Code" and may be referred to herein as "this Code." The ordinance codified in this chapter repeals Ordinance 01-06, An Ordinance Adopting and Administering the State Building Code, State Electrical Code and State One- and Two-Family Dwelling Code and Declaring an Emergency. (Ord. 03-04)

#### 15.04.020 Purpose.

The purpose of this Code is to establish uniform performance standards providing reasonable safeguards for health, safety, welfare, comfort, and security of the residents of this jurisdiction who are occupants and users of buildings and for the use of modern methods, devices, materials, techniques and practicable maximum energy conservation. (Ord. 03-04)

**15.04.030 Inconsistent provisions.**

- A. Where, in any specific case, different sections of this Code specify different materials, methods of construction or other requirements, the most restrictive shall govern.
- B. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- C. Where, in any specific case, there is a conflict between this Code and an Oregon Revised Statute, the statute shall govern.
- D. Any action undertaken pursuant to ~~Ordinance 01-06~~ Clatsop County Code Chapter 15.04 prior to the effective date of the ~~ordinance codified in this chapter~~ Amendment shall take priority over any provision of this chapter in conflict therewith. (Ord. 16-07, Ord. 03-04)

**15.04.040 Scope.**

This Code shall apply to the construction, alteration, moving, demolition, repair, maintenance and work associated with any building or structure except those located in a public way. (Ord. 03-04)

**15.04.050 Definitions.**

For the purpose of this Code, the following definition shall apply:

“Building Official” means the official designated by the Clatsop County Board of Commissioners by order as the Clatsop County Building Official, or his/her duly authorized representative, and charged by the Board with the administration and enforcement of this Code. (Ord. 03-04)

**15.04.060 Alternate materials and methods.**

- A. The provisions of this Code are not intended to prevent the use of any material, alternate design or method of construction not specifically prescribed by this Code, provided any alternate has been approved and its use authorized by the Building Official.
- B. The Building Official may approve any such alternate, provided the Building Official finds that the proposed design is satisfactory and complies with the provisions of this Code and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this Code in suitability, strength, effectiveness, fire resistance, durability, safety and sanitation.
- C. The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding its use. The details of any action granting approval of an alternate shall be recorded and entered in the files.
- D. ORS 455.060 provides for state rulings on acceptable materials, designs and methods of construction. When a ruling has been issued, ORS 455.060(4) applies. (Ord. 03-04)

**15.04.070 Modifications.**

When there are practical difficulties involved in carrying out the provisions of this Code, the Building Official may grant modifications for individual cases. The Building Official shall first find that a special individual reason makes the strict letter of this Code impractical and that the modification is in conformance with the intent and purpose of this Code and that such modifications not lessen any fire-protection requirements or any degree of structural integrity. The details of any action granting modification shall be recorded and entered in the files. (Ord. 03-04)

**15.04.080 Tests.**

- A. Whenever there is insufficient evidence of compliance with any of the provisions of this Code or

evidence that any material or construction does not conform to the requirements of this Code, the Building Official may require tests as proof of compliance to be made at no expense to this jurisdiction.

- B. Test methods shall be as specified by this Code or by other recognized test standards. If there are no recognized and accepted test methods for the proposed alternate, the Building Official shall determine test procedures.
- C. All tests shall be made by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for the retention of public records. (Ord. 03-04)

#### **15.04.090 Powers and duties of the Building Official.**

- A. There is hereby established a building safety and code enforcement division that shall be under the administrative and operational control of the Building Official. The Building Official is authorized to enforce all the provisions of this Code.
- B. The Building Official shall have the power to render interpretations of this Code and to adopt and enforce administrative procedures in order to clarify the application of its provisions. Such interpretations, rules, and regulations shall be in conformance with the intent and purpose of this Code. (Ord. 16-07, Ord. 03-04)

#### **15.04.100 Deputies.**

In accordance with prescribed procedures and with the approval of the appointing authority, the Building Official may appoint technical officers and inspectors and other employees to carry out the functions of code enforcement. (Ord. 03-04)

#### **15.04.110 Right-of-entry.**

When it is necessary to make an inspection to enforce the provisions of this Code, or ~~when~~ where the Building Official has reasonable cause to believe that there exists in a buildingstructure or upon a premises a condition which is contrary to or in violation of this Code which makes the buildingstructure or premises unsafe, dangerous or hazardous, the Building Official ~~may~~ is authorized to enter the buildingstructure or premises at reasonable times to inspect or to perform the duties imposed by this Code; provided that if such buildingstructure or premises be occupied that credentials be presented to the occupant and entry requested. If such buildingstructure or premises were unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the buildingstructure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry. (Ord. 16-07, Ord. 03-04)

#### **15.04.120 Stop work orders.**

Whenever the Building Official finds any work ~~is regulated by this code~~ being ~~done~~ performed in a manner either contrary to the provisions of this code; or ~~other pertinent laws~~ dangerous or ~~ordinances implemented through the enforcement of this Code~~ unsafe, the Building Official ~~may order the work stopped by notice~~ is authorized to issue a Stop Work Order. The Stop Work Order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a Stop Work Order, the cited work shall immediately cease. The Stop Work Order shall state the reason for the order, and the conditions under which the work will be permitted to resume. Any person who shall continue to work after having been served on any persons engaged in the doing or causing with a Stop Work Order, except such work to be done, and any such persons shall forthwith stop such work until authorized by the Building Official to proceed with the work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties prescribed by law. (Ord. 16-07, Ord. 03-04)

**15.04.130 Authority to disconnect service utilities in emergencies.**

The ~~building official~~ Building Official or the ~~Building Official's~~ authorized representative shall have the authority to ~~disconnect~~ authorize disconnection of a fuel supply or appliance that does not conform to this code. ~~The building official~~ Building Official shall also have the authority to order disconnected a gas utility service, or energy ~~supplies~~ supply to a building, structure, premises or equipment ~~regulated by this Code~~ in case of emergency when necessary to eliminate an immediate hazard to life or property. ~~The Building Official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or premises of the decision to disconnect prior to taking such action, and shall notify such serving utility.~~ A notice shall be attached to the energy supply or appliance, stating the reason for disconnection. Such notices shall not be removed nor shall the system or appliance be reconnected until authorized by the building official Building Official. The owner ~~and/or~~ occupant of the building, structure or ~~premises~~ service system shall be notified in writing of such disconnection ~~immediately~~ as soon as practical thereafter. (Ord. 16-07, Ord. 03-04)

**15.04.140 Authority to abate hazardous equipment.**

~~When~~ Whenever the ~~building official~~ Building Official ~~ascertains~~ determines that ~~equipment~~ any mechanical system, or any portion thereof, regulated by this code has become hazardous to life, health ~~or~~ property, or has become insanitary, the ~~building official~~ Building Official shall order ~~the equipment~~ in writing that such system either be removed from its location or restored to a safe ~~and/or~~ sanitary condition, as appropriate. ~~The notice shall be in writing and contain a fixed~~ condition. A time limit for compliance. ~~Persons with such order shall be specified in the written notice.~~ A person shall not use the or maintain a defective equipment mechanical system after receiving ~~the~~ such notice. When ~~equipment or an installation~~ such mechanical system is to be disconnected, written notice of the disconnection (and cause therefor) shall be given within 24 hours to the involved utility and the owner and/or occupant of the building, structure or premises. When equipment is maintained in violation of this Code and in violation of a notice issued pursuant to the provisions of this section, the Building Official ~~may institute~~ shall be given. In cases of immediate danger to life or property, such disconnection shall be made immediately without such notice. action as he or she deems necessary to prevent, restrain, correct or abate the violation. (Ord. 16-07, Ord. 03-04)

**15.04.150 Connection ~~after order to disconnect~~ of service utilities.**

~~Persons~~ No person shall ~~not~~ make connections from ~~an a utility, source of~~ energy, fuel or power supply ~~nor supply energy to any building~~ or fuel to any equipment ~~system that is~~ regulated by this code ~~which has been disconnected or ordered to be disconnected~~ for which a permit is required, until approved by the Building Official, or use of which has been ordered to be discontinued by the Building Official, until the Building Official authorizes the reconnection and use of such equipment. The Building Official shall have the authority to authorize and approve the temporary connection of the building or system to the utility, source of energy, fuel or power. (Ord. 16-07, Ord. 03-04)

**15.04.160 Occupancy violations.**

Whenever any building or structure or equipment therein regulated by this Code is being used contrary to the provisions of this Code, the Building Official may order such use discontinued and the structure, or portion thereof, vacated by notice served on any person causing such use to be continued. Such person shall discontinue the use within the time prescribed by the Building Official after receipt of such notice to make the structure, or portion thereof, comply with the requirements of this Code. (Ord. 03-04)

**15.04.170 Appeals.**

- A. Appeals relating to the administrative and prescriptive technical provisions of this Code shall be to the Building Official.

- ~~B. Any person aggrieved by a decision of the Building Official made pursuant to the following specialty codes may appeal that decision to the following:~~
- ~~1. Electrical Specialty Code. Appeals may be made to the State of Oregon, Building Codes Division, Chief Electrical Inspector.~~
  - ~~2. Structural Specialty Code. Appeals may be made to the State of Oregon, Building Codes Division, Chief Structural Inspector.~~
  - ~~3. Mechanical Specialty Code. Appeals may be made to the State of Oregon, Building Codes Structures Board.~~
  - ~~4. Plumbing Specialty Code. Appeals may be made to the State of Oregon, Building Codes Division.~~
  - ~~5. One and Two Family Dwelling Specialty Code. Appeals may be made to the State of Oregon, Building Codes Structures Board.~~
  - ~~6. Oregon Manufactured Dwelling and Park Specialty Code. Appeals may be made to the State of Oregon, Manufactured Structures and Parks Advisory Board as per ORS 455.690.~~
- ~~C. An appeal shall be in writing, shall describe the basis for the appeal and shall first be filed with the Building Official. (Ord. 03-04)~~

B. An applicant for a building permit may appeal a decision made by a Building Official under the authority established pursuant to ORS 455.148 (Comprehensive municipal building inspection programs), 455.150 (Selective municipal building inspection programs) or 455.467 (Timelines for approval or disapproval of certain specialty code building plans). (Ord. 16-07)

#### **15.04.180 Plans and permits.**

- A. The Building Official shall review the application, plans, specifications, computations and other data filed by an applicant for a permit. Such plans may be reviewed by other departments of this jurisdiction to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this Code and other pertinent laws and ordinances, and that the fees have been paid, the Building Official shall issue a permit therefor to the applicant.
- B. When the Building Official issues the permit where plans are required, the Building Official shall endorse in writing or stamp the plans and specifications. Such approved plans and specifications shall not be changed, modified and altered without authorizations from the Building Official, and all work regulated by this Code shall be done in accordance with the approved plans and all applicable codes and regulations of this jurisdiction.
- C. The Building Official may issue a permit for the construction of part of a building or structure before the entire plans and specifications for the whole building or structure have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this Code. The holder of a partial permit shall proceed without assurance that the permit for the entire building or structure will be granted. (Ord. 16-07, Ord. 03-04)

#### **15.04.190 Retention of plans.**

One set of approved plans, specifications and computations shall be retained by the Building Official for a period of not less than ~~one year from issuance of a residential building permit, and permanently for existence for a commercial structure;~~ and that dictated by OAR 166-150-0020. One set of approved plans and specifications shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress. The Building Official shall maintain a permanent record of all permits issued in the flood hazard areas, including all copies of inspection reports and certifications.

(Ord. 16-07, Ord. 03-04)

**15.04.200 Validity of permit.**

- A. No permit shall be issued if the parcel of land, or the use of the land on which the building, structure, or equipment is to be placed, erected, altered, equipped or used is in violation of any Clatsop County ordinance.
- B. The Building Official shall issue no building permit until the authority having jurisdiction has approved all plans for sewage disposal facilities. Further, no building or structure containing plumbing shall be occupied until connected to a sewage disposal facility approved by the authority having jurisdiction as meeting the minimum standards of the Oregon State Board of Health and the Department of Environmental Quality, and the Clatsop County Public Health Department.
- C. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this Code or other ordinances of the jurisdiction shall not be valid.
- D. The issuance of a permit based on plans, specifications~~construction documents~~ and other data shall not prevent the Building Official from thereafter requiring the correction of errors in ~~said plans, specifications~~the construction documents and other data. The Building Official is also authorized to prevent occupancy or from preventing building operations being carried on use of a structure where there under when in is a violation of this code or of any other ordinances of this jurisdiction. (Ord. 16-07, Ord. 03-04)

**15.04.210 ~~Expiration~~ Time limit of applications, extensions.**

An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. (Ord. 16-07)

~~Applications for which no permit is issued within 180 days following the date of the application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee. (Ord. 03-04)~~

**15.04.220 Expiration of permits, extensions.**

- A. Every permit issued ~~by the Building Official under the provisions of this Code shall expire by limitation and become null and void if~~invalid unless the building or work on the site authorized by such permit is ~~not~~ commenced within 180 days ~~from the date of such permit~~after its issuance, or if the building or work authorized on the site by such permit is suspended or abandoned ~~at any time after the work is commenced~~ for a period of 180 days after the time the is commenced. The work shall not be considered suspended or abandoned where the permittee has pursued activities deemed by the Building Official to indicate the intent to start and complete the project. The Building Official may require the permittee to document these activities.
- B. ~~Before such suspended or abandoned work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and~~

~~provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.~~

~~C.B~~ Any permittee holding a non-expired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official ~~may extend the~~ is authorized to grant, in writing, one or more extensions of time, for action by the permittee for a ~~period~~ periods not ~~exceeding more than~~ 180 days ~~on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit~~ each. The extension shall be extended more than once requested in writing and justifiable cause demonstrated. (Ord. 16-07, Ord 03-04)

~~D.~~ Every permit issued by the Building Official shall expire by limitation and become null and void 24 months after the date of permit issuance. If the building or work authorized by such permit has not received final inspection approval prior to the permit expiration date, all work shall stop until a new permit is obtained for the value of the work remaining unfinished; provided, however, at the time of permit issuance, the Building Official may approve a period exceeding 24 months for completion of work when the permittee can demonstrate that the complexity or size of the project makes completing the project within 24 months unreasonable. ~~(Ord. 03-04)~~

#### 15.04.230 Work without a permit/investigation fees.

- A. Whenever any work for which a permit is required by this Code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.
- B. An investigation fee, in addition to the permit fee, may be collected whether or not a permit is then or subsequently issued. ~~The investigation fee shall be equal to the amount of the permit fee required by this Code.~~ Pursuant to ORS 445.058, the amount of the investigation fee shall be the average or actual cost of ensuring that a building, structure or system is in conformance with state building code requirements that result from the person not obtaining a required permit before work for which the permit is required commences. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this Code nor from any penalty prescribed by law. (Ord. 16-07, Ord. 03-04)

#### 15.04.240 Transferability.

A permit issued to one person or firm is not transferable and shall not permit any other person or firm to perform any work thereunder. (Ord. 03-04)

#### 15.04.250 Suspension/revocation.

The Building Official ~~may,~~ is authorized to in writing, suspend or revoke a ~~permit certificate of occupancy or completion~~ issued under the provisions of this Code ~~whenever~~ wherever the ~~permit certificate~~ is issued in error or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation of any of the provisions of this Code. (Ord. 16-07, Ord. 03-04)

#### 15.04.260 Inspections.

- A. It shall be the duty of the ~~permit holder or his/her~~ of the building permit or their duly authorized agent to ~~request all necessary inspections in a timely manner, provide access site, and provide all necessary equipment as determined by~~ notify the Building Official when work is ready for inspection. It shall be the duty of B. ~~The~~ the permit holder to provide access to and means for inspection of such work that are required by this code.
- ~~B.~~ shall not proceed with the building construction until authorized by the Building Official. It shall be the

duty of the permit holder to cause the work to remain accessible and exposed for inspection purposes. ~~Any~~ Neither the Building Official nor the jurisdiction shall be liable for expense incurred by ~~entailed in the permit holder to remove~~ removal or ~~replace~~ replacement of any material required ~~for proper to allow inspection.~~ (Ord. 16-07, Ord. 03-04). ~~shall be the responsibility of the permit holder or his/her agent.~~

- ~~C. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted or otherwise made available an inspection record card such as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. The permit holder shall maintain this card available until final approval has been granted by the Building Official. (Ord. 03-04)~~

#### **15.04.270 Clatsop County Building Code.**

The Clatsop County Building Code consists of the following Specialty Codes as adopted by the State of Oregon:

- A. The Oregon Structural Specialty Code, as adopted by OAR 918-460-0010 through 918-460-0015; ~~except as modified in this Code,~~ is enforced as part of this Code.
- B. The Oregon Mechanical Specialty Code, as adopted by OAR 918-440-0010 through 918-440-~~0040,~~ 0012 ~~except as modified in this Code,~~ is enforced as part of this Code.
- C. The Oregon Plumbing Specialty Code, as adopted by 918-750-~~00100110,~~ 0110 through 918-750-0115 ~~except as modified in this Code,~~ is enforced as part of this Code.
- D. The Oregon Electrical Specialty Code, as adopted by OAR 918-305-0100; ~~except as modified in this Code, is~~ through 918-305-0105 is enforced as part of this Code.
- E. The Oregon One- and Two-Family Dwelling Specialty Code, as adopted by OAR 918-480-~~000 through 918-480-00100150,~~ 0005 ~~except as modified in this Code,~~ is enforced as part of this Code.
- F. The Manufactured Dwelling Park and Mobile Home Park Rules adopted by OAR 918-600-0005 through 918-600-~~00100030,~~ 0010 ~~except as modified in this Code,~~ are enforced as part of this Code.
- G. The Manufactured Dwelling Rules adopted by OAR 918-500-~~0000~~ 0510 through 918-500-~~0590,~~ 0530 ~~except as modified in this Code,~~ are enforced as part of this Code.
- H. The Recreational Park and Organizational Camp Rules adopted by OAR 918-650-~~0000~~ 0005 through 918-650-0080; ~~except as modified in this Code,~~ are enforced as part of this Code.
- I. The 1997 Uniform Code for the Abatement of Dangerous Buildings, as published by the International Conference of Building Officials, is adopted as part hereof, except as modified by this jurisdiction. (Ord. 16-07, Ord. 03-04)

#### **15.04.280 Dangerous Building Code.**

- A. ~~All buildings~~ Structures or ~~structures regulated by this Code which~~ existing equipment that are ~~structurally or hereafter become~~ unsafe or ~~not provided with adequate~~ deficient because of inadequate means of egress, or which constitute a fire hazard, or are otherwise dangerous to human life ~~are, for or the purpose of this section,~~ public welfare, or which involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. A vacant structure which is not secured against unauthorized entry shall be deemed unsafe. Any use of buildings or structures constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is, for the purpose of this section, an unsafe use. Parapet walls, cornices spires, towers, tanks statuary and other appendages or structural members which are supported by, attached to, or a part of a building and which are in deteriorated condition or otherwise unable to sustain the design loads which are specified in this Code are hereby designated as

unsafe building appendages.

- B. All ~~such unsafe buildings, structures or appendages~~ buildings or portions thereof which are determined after inspection by the Building Official to be dangerous as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the ~~procedures set forth~~ procedure specified in the Dangerous Buildings Code ~~or such alternate procedures as may have been or as may be adopted by this jurisdiction.~~ As an alternative, the Building Official, ~~or another employee or official of this jurisdiction as designated by the governing body,~~ may institute any other appropriate action to prevent, restrain, correct or abate the violation. (Ord. 16-07, Ord. 03-04)

#### **15.04.290 Historical buildings and structures.**

Repairs, alterations and additions necessary for the preservation, restoration, rehabilitation or continued use of a building, structure, ~~or its building service equipment~~ may be made without conforming to the requirements of this Code when authorized by the Building Official, provided:

- A. The building or structure has been designated by official action of the legally constituted authority of this jurisdiction as having special historical or architectural significance.
- B. Unsafe conditions as described in this Code are corrected.
- C. The restored building or structure ~~and its building service equipment~~ will be no more hazardous based on life safety, fire safety and sanitation than the existing building. (Ord. 03-04)
- D. The Building Official seeks the advice of the State of Oregon historic preservation officer. (Ord. 16-07)

#### **15.04.300 Fees.**

- A. Fees for permits, inspections, plan checks, site plan review, copy costs, and such other fees that the Clatsop County Board of Commissioners deems reasonable in order to administer this chapter shall be as previously adopted by resolution and order or as may be modified from time to time by order of the Clatsop County Board of Commissioners.
- B. The Building Official may authorize the refunding of fees paid hereunder, which was erroneously paid or collected. The Building Official may authorize refunding of not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this Code. The Building Official may authorize not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review has commenced. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.
- C. The Building Official shall make the determination of value or valuation ~~under any provisions of this Code. The value to be used in computing the building permit and plan review fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment.~~ (Ord. pursuant to the Uniform Fee Methodologies in OAR 918-050-0100. On buildings, structures or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the municipality, under authority of ORS 455.020 and 455.210. (Ord.16-07, Ord. 03-04)

#### **15.04.305 Monetary Penalties**

It is unlawful for any person to violate any of the codes, regulations or provisions adopted by reference or referred to in this Code. The following provisions shall apply to the assessment of monetary penalties for

building code violations:

A. Violations, Penalties, and Remedies.

1. Violation of a provision of the Clatsop County building code shall be subject to an administrative civil penalty not to exceed \$5,000 for a single violation or \$1,000 per day for a continuing violation and shall be processed in accordance with the administrative procedures set forth in this article.
2. Each day that a violation of a provision of the Clatsop County building code exists constitutes a separate violation.
3. The penalties and remedies provided in this section are not exclusive and are in addition to other penalties and remedies available to the county under any ordinance, statute or law.

B. Building Official – Authority to Assess Administrative Civil Penalty.

1. Upon a determination by the Building Official that any person, firm, corporation or other entity however organized has violated a provision of the Clatsop County building code, the Building Official may issue a notice of civil violation and assess against the violator and/or any other responsible person an administrative civil penalty as provided in this section. For purposes of this article, a “responsible person” includes the violator, and, if the violator is not the owner of the building or property at which the violation occurs, may include the owner as well.
2. Prior to issuing a notice of civil violation and assessing an administrative civil penalty under this section, the Building Official shall issue an order to correct the violation to one or more of the responsible persons. Except where the Building Official determines that the violation poses an immediate threat to health, safety, environment, or public welfare, the time for correction shall be not less than 10 calendar days.
3. Following the date or time by which the correction must be completed as required by the order to correct the violation, the Building Official shall determine whether the correction has been completed. If the required correction has not been completed by the date or time specified in the order, the Building Official may issue a notice of civil violation and assess an administrative civil penalty to each responsible person to whom an order to correct was issued.
4. Notwithstanding subsections (B)(2) and (3) of this section, the Building Official may issue a notice of civil violation and assess an administrative civil penalty without having issued an order to correct violation or making attempts to secure voluntary correction where the Building Official determines that the violation was knowing or intentional or a repeat of a similar violation.
5. In assessing an administrative civil penalty authorized by this section, the Building Official shall consider:
  - a. The person’s past history in taking all steps necessary or appropriate to correct the violation;
  - b. Any prior violations of the Clatsop County building code;
  - c. The gravity and magnitude of the violation;
  - d. Whether the violation was repeated or continuous;
  - e. Whether the cause of the violation was an unavoidable accident, negligence, or an intentional act.
6. Any notice of a civil violation that assesses an administrative civil penalty under this section shall either be served by personal service or shall be sent by certified mail and by first class mail. Any notice served by mail shall be deemed received for the purposes of any time computations three days after the date mailed if to an address within this state, and seven days after the date mailed if to an address

outside this state. Every notice shall include:

- a. Reference to the particular building code provision involved;
  - b. A short and plain statement of the basis for the violation and any other relevant facts;
  - c. A statement of the amount of the penalty assessed;
  - d. If the penalty is assessed pursuant to subsection (B)(5) of this section, a short and plain statement of the basis for concluding that the violation was knowing, intentional, or repeated; and
  - e. A statement of the party's right to appeal the civil penalty to the Clatsop County hearings officer; a description of the process the party may use to appeal the civil penalty; and the deadline by which an appeal must be filed.
7. Any person, firm, corporation or other entity however organized that is issued a notice of civil penalty may appeal the penalty to the hearings officer. The provisions of subsection (C) of this section shall govern appeals.
8. A civil penalty assessed hereunder shall become final upon expiration of the time for filing an appeal, unless the responsible person appeals the penalty to the hearings officer pursuant to, and within the time limits, established by subsection (C) of this section.

#### C. Appeal Procedures.

1. A person, firm, corporation or other entity however organized may, within 15 days after receiving notice of the assessment of a monetary penalty, appeal in writing to the hearings officer. The appeal shall be filed in the offices of the Clatsop County Building Codes Division, accompanied by a \$25.00 appeal fee, and shall include:
  - a. The name and address of the appellant;
  - b. The nature of the determination being appealed;
  - c. The reason the determination is incorrect; and
  - d. What the correct determination of the appeal should be.
2. An appeal shall be heard by hearings officer within a reasonable time of the receipt of the notice of intent to appeal. At least 10 days prior to the hearing, the county shall mail notice of the time and location thereof to the appellant.
3. The hearings officer shall hear and determine the appeal on the basis of the appellant's written statement and any relevant additional evidence submitted. At the hearing, the appellant may present testimony and oral argument personally or by counsel. The Building Official may appear with or without counsel or through the Building Official's designee. The Building Official may present testimony and oral argument personally or by counsel. The burden of proof shall be on the Building Official by a preponderance of the evidence. The rules of evidence as used by courts of law do not formally apply.
4. The hearings officer shall issue a written decision within a reasonable time of the hearing date. The written decision of the hearings officer is final.
5. The Building Official is authorized to collect an awarded penalty by any administrative or judicial action or proceeding authorized by subsection (D) of this section, other provisions of the Clatsop County Code, or state statutes.

#### D. Unpaid Penalties.

1. An administrative penalty is final if not appealed within the time period set forth in subsection (C)(1) of this section or if appealed, upon issuance of the hearings officer's order. Failure to pay an

administrative penalty assessed pursuant to this article within 10 days after the penalty becomes final shall constitute a violation of the Clatsop County building code. Each day the penalty is not paid shall constitute a separate violation.

2. If an administrative civil penalty is affirmed on appeal and the penalty remains unpaid 60 days after the penalty becomes final, the hearings officer's order may be recorded with the Clatsop County clerk or any other county clerk of this state. The total amount of civil penalties, costs or fees owing pursuant to that order shall be recorded as a lien in the county clerk lien record. The cost of recording the hearings officer's order shall be added to the total amount of civil penalties, costs and fees owing.
3. In addition to any other remedy provided by law, a hearings officer's order recorded in the county clerk lien record pursuant to subsection (D)(2) of this section shall have the same effect and may be enforced as provided in ORS 205.125 and 205.126.4. In addition to enforcement mechanisms authorized elsewhere in the Clatsop County Code, failure to pay an administrative civil penalty assessed pursuant to this article shall be grounds for withholding issuance of requested permits, issuance of a stop work order, if applicable, or revocation or suspension of any issued permits or certificates of occupancy.15.04.310. (Ord. 16-07)

#### 15.04.310    ~~Enforcement~~Other Remedies.

- A. It is unlawful for any person to violate any of the codes, regulations or provisions adopted by reference or referred to in this Code. Violation of this chapter and any specialty code or building code administered by the County pursuant to ORS 455.153 is a public nuisance under Chapter 8.04.
- B. The County Building Official is designated and shall be deemed an "enforcement officer" within the meaning of ORS 153.005 for purposes of enjoining this ordinance.
- C. In addition to a monetary penalty in any case ~~anywhere a~~ building or structure is, or is proposed to be, erected, constructed, reconstructed, altered, maintained or used, or is proposed to be used in violation of this Code or any amendment thereto, the Clatsop County Board of Commissioners, or the County Counsel's office may in addition to other remedies provided by law, institute injunction, mandamus, abatement, code enforcement under Chapter 1.12 of this Code, or other appropriate proceedings to prevent, temporarily or permanently enjoin, abate or remove the unlawful erection, construction, reconstruction, alteration, maintenance or use. (Ord. 16-07, Ord. 13-04 §3; Ord. 03-04)

**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**October 12, 2016**

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**Issue/Agenda Title:** Community Renewable Energy Association Membership

**Category:** Public Hearing

**Prepared By:** Cameron Moore, County Manager

**Presented By:** Cameron Moore, County Manager

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**Issue before the Commission:** Adoption of Ordinance 16-08 – Authorizing membership in Community Renewable Energy Association

**Informational Summary:** The Community Renewable Energy Association (CREA) is an ORS 190 organization. It is a public/private partnership with the public members primarily being Oregon Counties, but it also has municipal members. Other members include organizations such as Oregon Water Resource Congress, private sector developers, farmers, irrigation districts, etc. who are interested in public policy issues (state and federal) surrounding renewable energy development in Oregon. CREA is governed by a seven person executive committee currently comprised of:

Sherman County - Judge Gary Thompson  
Gilliam County - Judge Steve Shaffer  
Morrow County - Judge Terry Tallman  
Crook County - Judge Mike McCabe  
Farmer and wind farm developer - Ormand Hilderbrand  
Hood River County Commissioner - Les Perkins  
Wheat Farmer - Don Coats

CREA supports smaller community based renewable energy development. They are engaged at the state level focusing on OPUC issues and Oregon Department of Energy rules governing renewable energy. At the federal level they work with the Oregon congressional delegation and federal agencies. CREA's focus is to support an environment conducive to renewable resource development that supports local communities and their economies. They will be a resource for Clatsop County on a variety of renewable energy opportunities.

First reading of the ordinance is scheduled for Oct. 12. Second reading and adoption is scheduled for Oct. 26.

**Fiscal Impact:** \$100 Annual Membership Fee

**Options to Consider:**

1. Conduct the first reading by title only, open the public hearing, take testimony, continue the hearing to Oct. 26.
2. Conduct the first reading by title only, open the public hearing, take testimony, table the ordinance.

**Staff Recommendation:** Option #1

**Recommended Motion:** *N/A*

**Attachment List:**

- A. Ordinance 16-08 Authorizing the County to enter in an IGA creating an Association to promote, foster and advance community based renewable energy, to be known as community renewable energy association.

**BEFORE THE COUNTY COMMISSIONERS, STATE OF OREGON  
IN AND FOR THE COUNTY OF CLATSOP**

In the Matter of:	)	
	)	
<b>AN ORDINANCE AUTHORIZING THE</b>	)	
<b>COUNTY TO ENTER INTO AN INTER-</b>	)	<b>ORDINANCE</b>
<b>GOVERNMENTAL AGREEMENT</b>	)	
<b>UNDER ORS CHAPTER 190 CREATING</b>	)	
<b>AN ASSOCIATION TO PROMOTE,</b>	)	<b>No 16-08</b>
<b>FOSTER AND ADVANCE COMMUNITY</b>	)	
<b>BASED RENEWABLE ENERGY, TO BE</b>	)	
<b>KNOWN AS COMMUNITY RENEWABLE</b>	)	
<b>ENERGY ASSOCIATION (CREA)</b>	)	

The COUNTY COMMISSION OF CLATSOP COUNTY, OREGON hereby **ORDAINS** as follows:

**Section 1. Short Title.** This ordinance shall be entitled and shall be known as the “Ordinance Authorizing the County to Join the Oregon Association to promote, foster and advanced community based renewable energy (CREA)”.

**Section 2. Authority.** ORS Chapter 190 authorizes units of local government, including counties, by ordinance, to enter into intergovernmental agreements to form associations.

**Section 3. Purpose.** The primary purpose of the association created by the Intergovernmental Agreement is as follows:

- a. To promote, foster and advance, through cooperative action of community based renewable energy industry of the State served by the Association, the economic application and public understanding of community based renewable energy.
- b. To provide cooperation and liaison with other persons, organizations and institutions having an interest in community based renewable energy.
- c. To cooperate in and contribute towards the enhancement of widespread understanding of the various applications of community renewable energy through public and professional activities.
- d. To engage in any lawful activity that will enhance the efficient and economic progress of community based renewable energy industry and inform the public of its scope and character, such as, but not limited to, collecting and disseminating market and trade statistics and other useful information; to carry on and assist in research investigations and experiments; to conduct conferences and produce publications, and to conduct trade promotion activities.
- e. To voluntarily extend aid or assistance, financial or otherwise, and to

- -

cooperate with such private or governmental bodies, corporations, associations, institutions, societies, agencies or persons as are now or may hereafter be engaged in whole or in part in furtherance of the objectives and purposes herein named.

f. Act as intervenor spokesperson and lobbyist at PUC and legislative hearings and other public forums.

**Section 4. Powers.** CREA, the association created by the Intergovernmental Agreement, shall have the power:

a. To exercise all powers that may be necessary to enable it to perform and carry out the duties and responsibilities conferred upon its Members or which may hereafter be imposed upon it by law, contract or the Agreement.

b. To accept gifts and bequests, to apply for and use subsidies, grants or appropriations of money and personal or real property from any lawful source, and enter into any and all agreements required in connection therewith, in accordance with the terms of the gift, subsidy, grant, appropriation, agreement or contract related thereto.

c. To accept appointments to act as agents or assignees of others, including the Members, as is necessary to carry out its functions and purposes.

d. To establish, join and cooperate with communities and advisory groups of citizens, private or governmental bodies, corporations, associations, institutions, societies, agencies as are now or may hereafter be engaged in furtherance of community based renewable energy objectives.

**Section 5. Apportionment of Expenses and Revenue.** The expenses of the Association shall be apportioned among the parties to the agreement equally, as shall the revenue or fees derived from any functions or activities of the Association. The Association shall establish a budget on an annual basis, which budget shall be approved by the Members of the Association. The Association shall generally follow the budget laws for cities and counties in the State of Oregon, as set forth in Oregon law.

**Section 6. Effective Date.** This ordinance shall take effect on the 30<sup>th</sup> 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.

BOARD OF COUNTY COMMISSIONERS FOR  
CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Scott Lee, Chairperson

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

By \_\_\_\_\_  
Recording Secretary

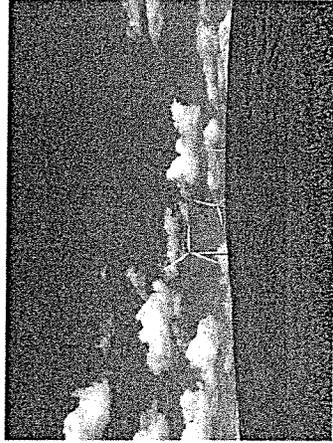
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## Oregon's Renewable Portfolio Standard

The 2007 Legislature determined that by the year 2025 Oregon must be generating 25 percent of the state's total retail electric load from renewable resources. The RPS established a goal that *eight percent* of that load come from community-based renewable energy of 20 megawatts or less (ORS 469.210). This goal has not been met but must be pursued.

## Oregon's Abundant Renewable Energy Potential

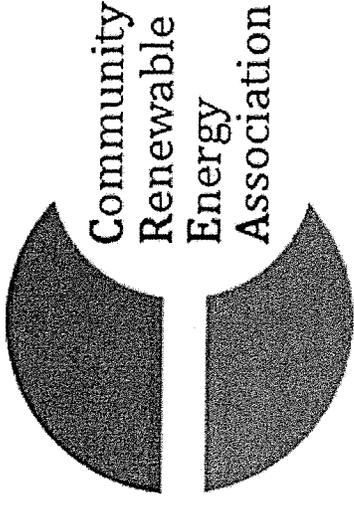
Ocean waves, geothermal, landfill gas or biogas, wind, solar and biomass all exist and may be developed, reducing Oregon's use of fossil fuels for energy generation. Much of this potential resides in rural areas of the



state. Community based projects can have a tremendous impact on the economies of rural Oregon, and can help us reach our RPS goal by 2025.

## Become a Member

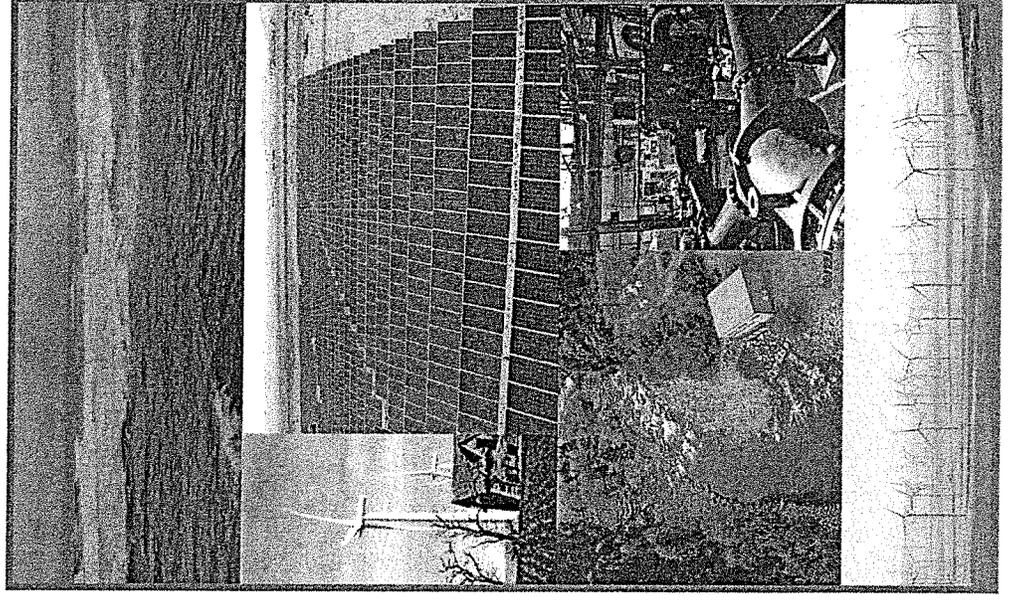
Becoming a member is easy. Counties and other public entities must pass an ordinance or resolution to join. Private sector members and associations simply fill out an application form. The dues are low. For current dues, or to learn more about CREA visit our website at [www.communityrenewables.org](http://www.communityrenewables.org). Please join us in fighting for a stronger Oregon economy through greater use of clean, Oregon grown renewable energy.



Community Renewable Energy Association  
1113 Kelly Avenue  
The Dalles, OR 97058

Don Coats, chair  
[doncoats\\_@hotmail.com](mailto:doncoats_@hotmail.com)

Brian Skeahan, managing director  
[brian.skeahan@yahoo.com](mailto:brian.skeahan@yahoo.com)



**Community Renewable Energy Association**  
The Community Renewable Energy Association (CREA) focuses on the development of small-scale (20 megawatts and under) renewable energy projects in Oregon.

**Why small-scale projects?**

Small-scale energy projects are an investment for local communities. Benefits include:

**Economic improvement:** Locally developed community projects typically stimulate jobs and increase services while improving the tax base. Community members build, operate and maintain projects, keeping the investments at home – paying local dividends for the power generated.

**Clean energy awareness:** Involvement in a community based project offers citizens access to clean energy options and fosters community pride as members work together toward sustainable energy solutions.

**Who is CREA?**

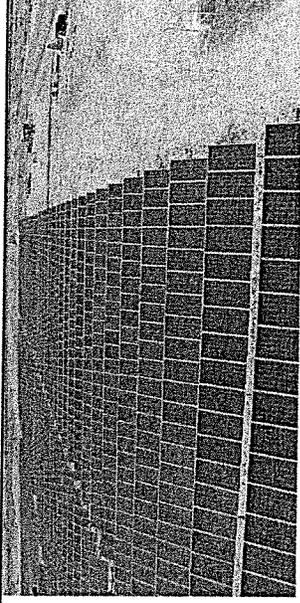
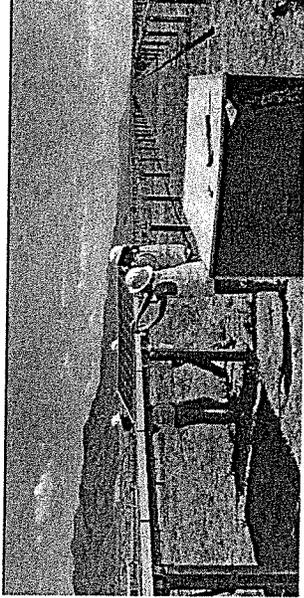
Established in 2007, CREA worked closely with the Oregon Department of Energy's (ODOE) Renewable Energy Work Group and others interested in renewable energy to define the Oregon Renewable Portfolio Standard (RPS). CREA is an ORS 190 intergovernmental association. Members include counties, irrigation districts, councils of government, project developers, for-profit businesses and non-profit organizations.

**What does CREA do?**

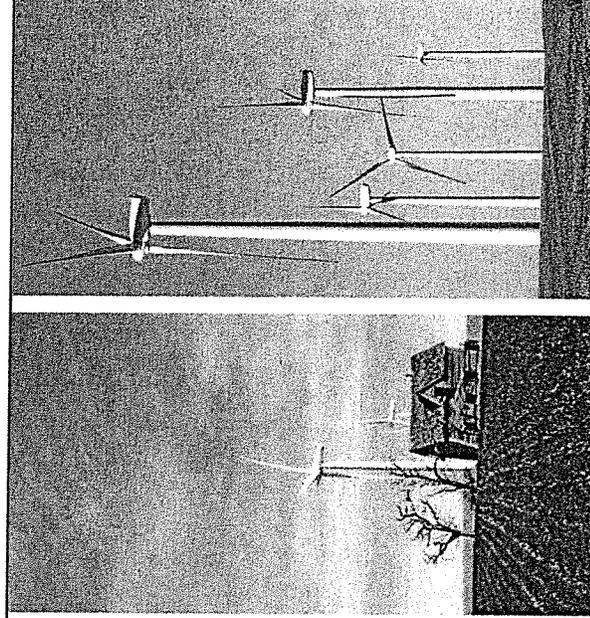
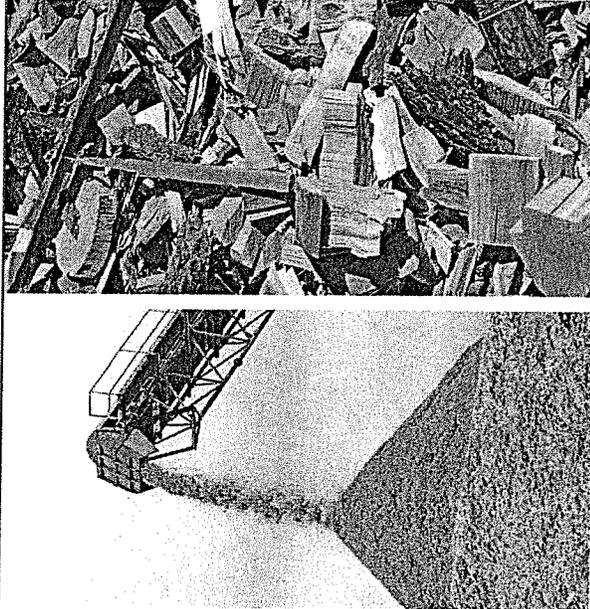
CREA works with local communities, counties, state and federal agencies, Congress, the Oregon Public Utilities Commission and the Legislature to advocate for improved policies that support development of more community renewable energy in Oregon of all types. CREA members and staff help educate policymakers and interested communities on steps forward toward renewable energy development.

CREA, also works with parties to make projects happen, providing technical expertise and advice to project developers, landowners and counties where projects are under consideration.

**Oregon Harbors a Vast Resource of Renewable Energy Potential**

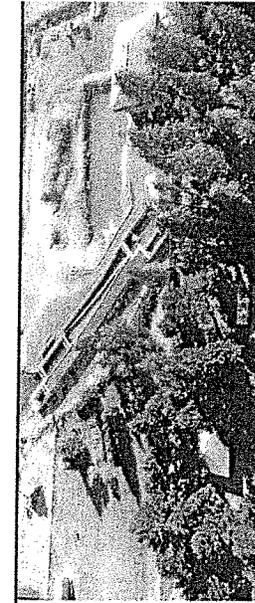
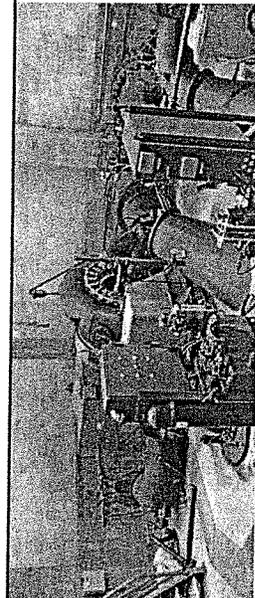


Solar



Biomass

Wind



Hydro

**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**October 12, 2016**

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**Issue/Agenda Title:** Public Hearing on the proposed sale of recreational land to the City of Seaside

**Category:** Public Hearing

**Prepared By:** Sirpa Duoos

**Presented By:** Sirpa Duoos, Property Management Specialist

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**Issue before the Commission:** Hold a public hearing to take comment and consider sale of the property to the City of Seaside for recreation and park purposes.

**Informational Summary:** Clatsop County came into title of two parcels in Seaside via tax foreclosure in 1988. These parcels are identified as Assessor's Account # 61028AC 100 & 200 and contain 0.60 of an acre, combined. City of Seaside zoning for this area is C-3 Commercial and portions of these tax lots are in the 500-year flood zone. Because the parcels are landlocked, value is only to the adjoining property owners.

Clatsop County has cleaned up this property several times over the years of tires and garbage as it has been used by transients and others as a dumping ground. In May of this year, the County granted an easement to one adjoining owner for placement of sewer drainage line across the southern portion. In June of this year the property was offered by sealed bid to all the adjoining property owners, including the City of Seaside. Staff received an offer for \$113,800 from Jeff and Kimberly Wood. Subsequently, the City of Seaside presented a proposal to include the property in the existing Seaside Mill Pond park lands. The Woods have withdrawn their offer and consent to County selling the property to the City of Seaside.

City of Seaside has consented by resolution and order to the creation of recreation or public park area to be dedicated by the County and to purchase this property for \$60,000. On September 28, 2016, your Board dedicated these tax lots as a park. This secures the intended use of the property for recreation and park purposes and provides additional funding for the County's Parks department.

**Fiscal Impact:** Clatsop County will receive \$60,000 from the sale of this property. Proceeds after deducting costs will be deposited into the parks fund for maintenance and improvement of existing park and recreation lands or future acquisition of lands to be set aside for park and recreational purposes.

(Costs include Legal Fees, Staff time, Notice of Public Hearing and recording of the Quitclaim Deed.)

**Options to Consider:**

1. Take public comment and consider sale to the City of Seaside for recreation and park purposes for \$60,000
2. Take no action

**Staff Recommendation:** Option #1

**Recommended Motion:** *“I move to close the public hearing and adopt the Resolution & Order approving the sale to the City of Seaside and authorize the Chair to sign the deed.”*

**Attachment List:**

- A. Resolution & Order
- B. Deed
- C. Resolution and Order from the City of Seaside approving transfer
- D. Map

1 IN THE BOARD OF COUNTY COMMISSIONERS  
2 FOR CLATSOP COUNTY, OREGON  
3  
4

5 APPROVING THE SALE )  
6 OF REAL PROPERTY ) RESOLUTION AND  
7 TO THE CITY OF SEASIDE ) ORDER  
8  
9

10  
11 WHEREAS, the Clatsop County has been presented with a request to sell to the  
12 City of Seaside for park and recreation purposes two parcels of dedicated County park  
13 and recreation land. This land was originally acquired by County as tax foreclosed real  
14 property, and is legally described as:

15 Attached hereto and incorporated herein as Exhibit "A", and  
16

17 WHEREAS the County Commission published notice of this proposed sale  
18 pursuant to the requirements of ORS 275.330(3) and held a public hearing on October 12,  
19 2016 to take testimony and answer questions concerning this proposal and  
20

21 WHEREAS the County Commission finds that the property is currently dedicated  
22 as recreation and park land and that it is in the public interest to sell this property,  
23 pursuant to ORS 275.330(1)(b) to the City of Seaside for continued park and recreation  
24 purposes.  
25

26 NOW THEREFORE, IT IS HEREBY RESOLVED that the Board of  
27 Commissioners of Clatsop County hereby approves the proposed sale and authorizes the  
28 Chair to sign.  
29

30  
31  
32  
33 Dated this \_\_\_\_\_ day of October 2016.  
34

35  
36 BOARD OF COMMISSIONERS FOR  
37 CLATSOP COUNTY  
38

39 \_\_\_\_\_  
40 Scott Lee, Chairperson  
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51

Exhibit A

1  
2 Parcel 1  
3 ( 61028AC00100)  
4

5 A parcel of land in Section 28, Township 6 North, Range 10 West, Willamette Meridian,  
6 County of Clatsop, Oregon, and being a portion of that parcel of land deeded to the  
7 Astoria & Columbia River Railroad Co. by the Seaside Real Estate & Investment Co. and  
8 recorded in Book 60, Page 222, Deed Records of Clatsop County, Oregon, said parcel  
9 being more particularly described as follows:

10 Beginning at a point on the west right of way line of said railroad right of way  
11 tract which bears South 1149 feet and West 1413 feet from the Section Corner common  
12 to Sections 21, 22, 27 & 28 in said Township 6 North, Range 10 West, Willamette  
13 Meridian;

14 Thence Southerly along said west right of way line a distance of 279.72 feet to a  
15 point;

16 Thence East 30 feet more or less to the center line of the said railroad right of way  
17 tract;

18 Thence Northerly along said center line a distance of 279.72 more or less to a  
19 point which bears East of the point of beginning;

20 Thence West 30 feet more or less to the point of beginning.  
21

22 Parcel 2  
23 (61028AC00200)  
24

25 A parcel of land in Section 28, Township 6 North, Range 10 West, Willamette Meridian,  
26 County of Clatsop, Oregon, and being a portion of that parcel of land deeded to the  
27 Astoria & Columbia River Railroad Co. by the Seaside Real Estate & Investment Co. and  
28 recorded in book 60, Page 222, Deed Records of Clatsop County, Oregon said parcel  
29 being more particularly described as follows:

30 Beginning at a point on the west right of way line of said railroad right of way  
31 tract which bears South 1149 feet and West 1413 feet from the Section Corner common  
32 to Sections 21, 22, 27 & 28 in said Township 6 North, Range 10 West, Willamette  
33 Meridian;

34 Thence West 63.3 feet to a point

35 Thence in a southerly direction along a line parallel to and 60 feet distance from,  
36 measured at right angles, the westerly boundary of said right of way tract hereinbefore  
37 described a distance of 400 feet to a point;

38 Thence East 63.3 feet to a point in the Westerly boundary line of said right of  
39 way;

40 Thence in a Northerly direction along said right of way a distance of 400 feet to  
41 the point of beginning.

42 EXCEPTING therefrom the parcel of land described in Instrument # 200506677  
43 Clatsop County Deed Records.  
44

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

GRANTEE:  
City of Seaside  
989 Broadway  
Seaside, OR 97138

## QUITCLAIM DEED

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

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to **City of Seaside, a municipal corporation of the State of Oregon**, Grantees, pursuant to ORS 275.330(1)(b) all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County, State of Oregon, described in Exhibit A, attached hereto and incorporated herein by reference, **for recreation and park purposes** and subject to a Utility Easement recorded in Instrument # 201604685, Clatsop county Deed Records.

ASSESSOR'S ACCT. NO. 61028AC 100, 200  
ACCT. ID No. 13676 &13813  
SITUS ADDRESS: Vacant land behind 2323 S. Roosevelt Ave. in Seaside

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

The true and actual consideration paid for this transfer stated in terms of dollars is **SIXTY THOUSAND (\$60,000) DOLLARS.**



EXHIBIT A

Parcel 1

( 61028AC00100)

A parcel of land in Section 28, Township 6 North, Range 10 West, Willamette Meridian, County of Clatsop, Oregon, and being a portion of that parcel of land deeded to the Astoria & Columbia River Railroad Co. by the Seaside Real Estate & Investment Co. and recorded in Book 60, Page 222, Deed Records of Clatsop County, Oregon, said parcel being more particularly described as follows:

Beginning at a point on the west right of way line of said railroad right of way tract which bears South 1149 feet and West 1413 feet from the Section Corner common to Sections 21, 22, 27 & 28 in said Township 6 North, Range 10 West, Willamette Meridian;

Thence Southerly along said west right of way line a distance of 279.72 feet to a point;

Thence East 30 feet more or less to the center line of the said railroad right of way tract;

Thence Northerly along said center line a distance of 279.72 more or less to a point which bears East of the point of beginning;

Thence West 30 feet more or less to the point of beginning.

Parcel 2

(61028AC00200)

A parcel of land in Section 28, Township 6 North, Range 10 West, Willamette Meridian, County of Clatsop, Oregon, and being a portion of that parcel of land deeded to the Astoria & Columbia River Railroad Co. by the Seaside Real Estate & Investment Co. and recorded in book 60, Page 222, Deed Records of Clatsop County, Oregon said parcel being more particularly described as follows:

Beginning at a point on the west right of way line of said railroad right of way tract which bears South 1149 feet and West 1413 feet from the Section Corner common to Sections 21, 22, 27 & 28 in said Township 6 North, Range 10 West, Willamette Meridian;

Thence West 63.3 feet to a point

Thence in a southerly direction along a line parallel to and 60 feet distance from, measured at right angles, the westerly boundary of said right of way tract hereinbefore described a distance of 400 feet to a point;

Thence East 63.3 feet to a point in the Westerly boundary line of said right of way;

Thence in a Northerly direction along said right of way a distance of 400 feet to the point of beginning.

EXCEPTING therefrom the parcel of land described in Instrument # 200506677 Clatsop County Deed Records.

**RESOLUTION #3880**

**A RESOLUTION OF THE CITY OF SEASIDE, OREGON,  
AUTHORIZING THE PURCHASE OF PROPERTY FROM CLATSOP COUNTY**

WHEREAS, the City Council of the City of Seaside, Oregon, has determined it to be in the best interest of the City of Seaside to obtain ownership of the properties described as:

**PARCEL 1 ( 61028AC00100)**

A parcel of land in Section 28, Township 6 North, Range 10 West, Willamette Meridian, County of Clatsop, Oregon, and being a portion of that parcel of land deeded to the Astoria & Columbia River Railroad Co. by the Seaside Real Estate & Investment Co. and recorded in Book 60, Page 222, Deed Records of Clatsop County, Oregon, said parcel being more particularly described as follows:

Beginning at a point on the west right of way line of said railroad right of way tract which bears South 1149 feet and West 1413 feet from the Section Corner common to Sections 21, 22, 27 & 28 in said Township 6 North, Range 10 West, Willamette Meridian;

Thence Southerly along said west right of way line a distance of 279.72 feet to a point;

Thence East 30 feet more or less to the center line of the said railroad right of way tract;

Thence Northerly along said center line a distance of 279.72 more or less to a point which bears East of the point of beginning;

Thence West 30 feet more or less to the point of beginning.

**PARCEL 2 (61028AC00200)**

A parcel of land in Section 28, Township 6 North, Range 10 West, Willamette Meridian, County of Clatsop, Oregon, and being a portion of that parcel of land deeded to the Astoria & Columbia River Railroad Co. by the Seaside Real Estate & Investment Co. and recorded in book 60, Page 222, Deed Records of Clatsop County, Oregon said parcel being more particularly described as follows:

Beginning at a point on the west right of way line of said railroad right of way tract which bears South 1149 feet and West 1413 feet from the Section Corner common to Sections 21, 22, 27 & 28 in said Township 6 North, Range 10 West, Willamette Meridian;

Thence West 63.3 feet to a point

Thence in a southerly direction along a line parallel to and 60 feet distance from, measured at right angles, the westerly boundary of said right of way tract hereinbefore described a distance of 400 feet to a point;

Thence East 63.3 feet to a point in the Westerly boundary line of said right of way;

Thence in a Northerly direction along said right of way a distance of 400 feet to the point of beginning.

EXCEPTING therefrom the parcel of land described in Instrument # 200506677 Clatsop County Deed Records.

WHEREAS, the property being acquired is an important addition to the "Mill Pond" park lands.

WHEREAS, pursuant to ORS 275.320, the City of Seaside approves of and consents to the dedication of the above described property as a recreational area.

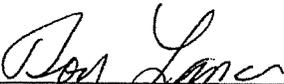
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SEASIDE:**

**SECTION 1.** The Seaside City Council authorizes and instructs the City Manager to proceed with acquisition of said properties: Purchase price to be \$60,000.00.

**SECTION 2.** That the City Council of the City of Seaside, Oregon hereby authorizes and instructs the City Manager to sign all documents necessary to carry out the purchase of said properties from Clatsop County.

PASSED by the City Council of the City of Seaside this 26 day of September, 2016.

SUBMITTED to the Mayor and APPROVED by the Mayor on this 27 day of September, 2016.

  
DON LARSON, MAYOR

ATTEST:

  
Mark J. Winstanley, City Manager





**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**October 12, 2016**

---

**Issue/Agenda Title:** Adoption of a Proposed Grading & Drainage Review Fee to be implemented October 13, 2016

**Category:** Business Agenda

**Prepared By:** Monica Steele, Budget & Finance Director

**Presented By:** Monica Steele, Budget & Finance Director

---

**Issue before the Commission:** Call for public comment per ORS 294.160 and following any public comment adopt the proposed Grading & Drainage Review Fee to become effective on October 13, 2016.

**Informational Summary:** As a result of the discontinuation of the Southwest Citizens Advisory Committee it is necessary to make updates to the existing fee schedule so that services are being adequately covered by the fees charged for those services, in addition it is necessary to eliminate fees from the fee schedule that are no longer applicable as a result of the discontinuation of the committee. The county has proposed an updated fee schedule to become effective October 13, 2016 to better align the recovery of fees for the services provided in addition to being cognizant of the costs provided by neighboring jurisdictions.

The purpose of this fee is to cover the costs for the “Grading and Drainage Review” that the County Engineer will perform per ordinance 16-03: “All new developments and cumulative or incremental expansion of an existing development footprint greater than twenty-five percent shall indicate on the development permit application how storm water is to be managed from the property or retained on the site. The County Engineer may require the installation of culverts, dry wells, retention facilities, or other mitigation measures, where development may create adverse storm drainage impacts on surrounding properties, adjacent streams or wetlands, and particularly on low lands or slopes greater than fifteen percent.”

The proposed fee for “Grading and Drainage Review” is at a rate of \$50 for the first 30 minutes and \$100 per hour for additional time. Most single-family homes are expected to cost no more than the rate of \$50.

Pursuant to ORS 294.160 it is necessary that the Board call for public comment to consider testimony from any and all persons who may wish to comment on the proposed new fee for “Grading and Drainage Review” at a rate of \$50 for the first 30 minutes and \$100 per hour for additional time.

**Fiscal Impact:** The overall fiscal impact could be a potential increase in revenues.

**Options to Consider:**

1. Call for public comment and adopt the proposed new fee as presented to the Board.
2. Call for public comment and adopt the proposed new fee with Board revisions.
3. Call for public comment and decline adding the proposed fee to the existing fee schedule.

**Staff Recommendation:** Option #1

**Recommended Motion:** *“I move that the Board adopt the proposed new fee and add this fee to the existing county fee schedule with an implementation date effective October 13, 2016”*

**Attachment List:**

R&O Amending Fee Schedule

Exhibit A – Proposed 2016-17 Community Development Fee Schedule

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF AMENDING AND)  
ESTABLISHING FEES FOR CLATSOP)  
COUNTY. )

RESOLUTION AND ORDER

WHEREAS, certain fees and charges for services are required by law to be established by the governing body, and;

WHEREAS, the need to amend fees throughout County Departments has been established;

WHEREAS, the change in fees and charges was presented for public comment at the Board of Commissioner's meeting on October 12, 2016;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the attached schedule of fees and charges for Clatsop County be adopted to become effective October 13, 2016.

Adopted this 12<sup>th</sup> Day of October 2016.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

---

Scott Lee, Chair

**Renewal of Expired Permits**

Expired permits not yet six months past their expiration date (Each code discipline..... \$106  
 Or whichever is greater ..... \$212  
 Expired permits six months past their expiration date but not yet 12 months (Each code discipline).. \$106  
 Or ½ the original permit fees, whichever is greater  
 Expired permits over one year past their expiration date..... New application with current valuation fees  
 Expired permits lacking only final inspection (Each code discipline).....\$106  
 However, in the event the governing code has been updated, additional cost and requirements necessary.

**Code Enforcement**

Code enforcement fee equal to actual number of hours incurred by department staff..... \$106 each hour or fraction thereof

**F. COMMUNITY DEVELOPMENT**

Pursuant to ORS 215.416(10, the following fees represent the average cost of processing each permit application. If the actual cost of processing a permit processed as a Type IIa, Type III, or Type IV procedure or an appeal of a Type IIa or Type III decision exceeds the amount of the fee by more than 20% because of the detailed nature of the proposal or the number of hearings that are required , the applicant shall be responsible for paying the full amount of the actual cost.

APPLICATION TYPE	FEE
<b>Appeals</b>	
Director to Hearings Officer – Type I, refunded if appellant prevails	\$250
Director to Hearings Officer – Type II, refunded if appellant prevails	\$250
Hearings Officer Decision to Board of Commissioners – Type IIa	\$3160
Planning Commission Decision to Board of Commissioners – Type III	\$3160
<b>Permits and Reviews</b>	
Agency Sign-Off (Compatibility)	
For those that don't require development of findings	\$48
For statements requiring development of findings	\$205
Beach Front Protection	
1 – 5 lots	\$823
6+ lots	\$878
Commercial Site Plan Review	\$196
Required in and as a part of Conditional Use Permit, Review Use and in special purpose overlay districts; all others.	
Comprehensive Plan or Zoning Ordinance Map Amendment	
Minor: "Down" zoning or exchange of zoning on property	\$3681
Major: "Up" zoning	\$3681
Comprehensive Plan or Zoning Ordinance Text Amendment	\$4131
Conditional Use (CUP)	
Major: Estuarine and coastal shoreland uses, kennels, golf courses, auto wrecking yards, mining, solid waste landfill	\$910
Not major: Home occupations, cell towers, B&B 's	\$649

Design Review Major Minor	\$2696 \$708
Development Permit New or Expanded	\$75
Extensions Partitions Subdivisions All others	\$94 \$97 Actual Cost @ Per Hour Rate
Public Works Grading & Drainage Review 1 <sup>st</sup> 30 minutes Additional time	\$50 \$100/hour
Floodplain and Other Review (no public notice required; final elevation survey required AFTER permit issued)	\$102
Geologic Hazards Preliminary (public & property owner notice required) Detailed (public & property owner notice required)	\$49 \$837
Goal 5 Economic, Environmental, Social and Energy Consequences Review	\$4131
Goal Exception Requires public notice and perhaps notice to property owners	\$4131
Lot of Record	\$154
Other Hearings, Non-Conforming Use, Etc.	\$1291
Short Term Vacation Rental Permit	\$111
Partitions	\$432
Pre-App conference for large projects: Mobile Home Park, Subdivision, Planned Development, RV Park, Destination Resort, Large Comprehensive Plan Text and/or Map Change, Ord #80-14 text and/or map amendment. Includes Planning & Development letter response to preliminary proposal	\$239
Property Line Adjustment	\$154
Resource Zones (F-80, AF, and EFU) Non-Farm Dwelling; Farm Dwelling Option 1; Farm Dwelling Option 2; Farm Dwelling Option 3; High Value Option; Forest Dwelling Option 1 Lot of Record; Forest Dwelling Option 2; Forest Dwelling Option 3; and Forest Template Test. Public notice and property owner notice required; much research of assessor's records and maps required.	\$892
Review Use (RU) Major Not Major	\$855 \$649
Sign Permit	\$50
Similar Use Authorization	\$2567
Site Visit	\$130
Subdivision, Planned Development, or Destination Resort (Note: Planned Development & Destination Resort also require a zone change fee)	Type II \$1560 Type III \$3980
Temporary Use Original Renewal	\$150 \$50
Variance	\$1652
All Other	Actual Cost @ per hour rate
<b>Rural Addressing</b>	
New or changed address issued or changed at request of property owner	\$185
Replaced Sign	\$50
New road name	\$220



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**October 12, 2016**

---

**Issue/Agenda Title:** Authorize foreclosure of transient room tax liens

**Category:** Other Business

**Prepared By:** County Counsel

**Presented By:** County Counsel and County Assessor

---

**Issue before the Commission:** Consider authorizing Counsel to file a lawsuit foreclosing transient room tax liens.

**Informational Summary:** Clatsop County imposes a 9.5% tax on transient room and vacation rentals in the unincorporated County pursuant to Clatsop County Code Chapter 3.16. Any party renting their property as a transient (less than 30 day) rental is required to register, file returns, and pay a tax. If a party is renting their property for transient occupancy and not paying the tax, they County can place a lien on the premises. Tax amounts are based on returns filed by the property owner, or if no return is filed, it is based on a determination by the Clatsop County Assessor's office. If tax liens are not paid, the County may foreclose on the property.

Jill Storey and Robert Storey have rented their property as a vacation rental since 2014. They have collected the tax. They have failed to remit the tax to the County. For some quarters they have also failed to file returns, so the County has made a determination based on the evidence available. They currently owe the County \$7,845.33 in unpaid taxes. A copy of their advertisement, showing price of \$300 is attached. The calendar on the rental site shows almost full occupancy for the month of September.

Because the County has never had to foreclose property to obtain payment of transient room taxes owed before this, County staff and Counsel are seeking Board authorization for County Counsel to file the foreclosure complaint and pursue this legal action.

**Fiscal Impact:** Attorneys' fees and costs are estimated to be between \$5,000 and \$10,000, however the County is entitled to be awarded its fees in the foreclosure judgment and the funds recovered by the County from the Sheriff's sale of the premises.

**Options to Consider:** 1. Authorize County Counsel and County staff to enforce collection of the County transient room tax by foreclosure of the Storeys' property.

2. Pursue an alternate remedy.

3. Allow the Storeys to continue to collect the transient room tax and not remit it to the County.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to authorize County Counsel to file a foreclosure action against Jill Storey and Robert Storey for non-payment of transient room tax."*

**Attachment List:**

Proposed Complaint

Air B&B website screen print



Where to?

(/help)

Sign Up (/signup\_login)

Log In (/login)

View Photos

Become a Host (/rooms/new?from\_nav=1&link=1)



Jill

# Contemporary living in Surf Pines !

Warrenton, OR, United States

★★★★★ 151



Entire home/apt



8 Guests



4 Bedrooms



5 Beds

\$300 ⚡

Per Night

Check In

mm/dd/yyyy

Check Out

mm/dd/yyyy

Guests

1

⚡ Instant Book

Your credit card won't be charged

♡ Save to Wish List

406 travelers saved this place

🚩 Report this listing

## About this listing

9.50% occupatuinal tax due per night

Contact Host

**\$300** Per Night  
The Space

Accommodates: 8 (/explore /warrenton--or/house/large-groups)

Bathrooms: 3

Bedrooms: 4

**House Rules**

Beds: 5

**Instant Book**

Property type: **House**

(/s/Warrenton--OR)

Room type: **Entire home/apt**

**Amenities**

 Kitchen

 Internet

+ More

 Kitchen

 Internet

 TV

 Essentials

 Shampoo

 Heating

Air Conditioning

 Washer

 Dryer

 Free Parking on Premises

 Wireless Internet

Cable TV

Breakfast

 **Pets Allowed** (/s/warrenton--or?amenity=pet-friendly)

 **Family/Kid Friendly** (/s/warrenton--or?amenity=family-friendly)

 TV

 Essentials

 **Suitable for Events** (/s/warrenton--or?amenity=event-space)

Smoking Allowed

 **Wheelchair Accessible**

Elevator in Building

 **Indoor Fireplace**

Buzzer/Wireless Intercom

Doorman

Pool

 **Hot Tub**

Gym

24-Hour Check-in

Hangers

Iron

Hair Dryer

Laptop-Friendly Workspace

**Prices**

Extra people: \$25 / night after 6

Monthly discount: (/s/Warrenton--

~~\$500~~ Per Night  
Weekly discount: 10%

OR?sublets=monthly) 20%  
Cancellation: **Moderate** (/home  
/cancellation\_policies#moderate)

 **Instant Book**

## Description

### The Space

Open floor plan bright wonderful art work, awesome view very well maintained. Hang you sheets in the ocean breeze:)

Entire three levels, three car garage three decks ocean and lake views. Gate remote use and garage remote

As often as they need me, a phone call or text away. Respect your privacy!

Quiet peaceful

In town yes, you will want a car for getting to and from my home to the many attractions in Clatsop County. Wonderful walking and biking in my neighborhood safe and laid back

Have a hot dog roast, s'mores in outdoor fire pit, wood on sight. Outdoor BBQ

### Guest Access

Entire three levels, three car garage three decks ocean and lake views. Gate remote use and garage remote

### Interaction with Guests

As often as they need me, a phone call or text away. Respect your privacy!

### The Neighborhood

Quiet peaceful

### Getting Around

In town yes, you will want a car for getting to and from my home to the many attractions in Clatsop County. Wonderful walking and biking in my neighborhood safe and laid back

### Other Things to Note

Have a hot dog roast, s'mores in outdoor fire pit, wood on sight. Outdoor BBQ

~~\$300~~ Per Night

**Instant Book**

House Rules

No smoking

Take care of house like it was yours. Enjoy sharing my beautiful home with people who appreciate it and offer then a beautiful place to relax rest and make memories. Leave my home as you found it....clean. I do not charge a deposit or cleaning fee so I ask that you strip the beds you use and put sheets and towels in laundry room. Starting laundry is very helpful. Gather all garbage and put in green can in double car garage. Please start dishwasher and wash all items not fitting in dishwasher, I have two dishwashers.

In double car garage is recycling bins.

I allow small parties, please no out of control behavior.....I'm well known in the community

**+ More**

Availability

1 night minimum stay

**View Calendar**

**See all 18 photos**

**151 Reviews**★★★★★

Search reviews

Accuracy

★★★★★

Communication

★★★★★

Cleanliness

★★★★★

Location

★★★★★

Check In

★★★★★

Value

★★★★★



(/users

how/324080'

Jill is a great host and her house is wonderful. Even better than the pictures show. Beautiful deck space and a fire pit for the ages!

**+ More**

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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CLATSOP

CLATSOP COUNTY, a Political Subdivision of )  
the State of Oregon, )  
  
Plaintiff, )  
  
Vs. )  
  
JILL STOREY, MICHAEL STOREY, GREEN )  
TREE SERVICING, LLC, CAC SERVICES, INC. )  
DBA COMMERCIAL ADJUSTMENT COMPANY, )  
and DAVID F. BODWAY, III, )  
  
Defendants. )

Case No.  
  
COMPLAINT TO FORECLOSE  
TRANSIENT ROOM TAX LIEN

Plaintiff alleges:

1.

Plaintiff is an Oregon County. Defendants Jill Storey, Michael Storey, and David F. Bodway, III are Oregon residents. Defendant Green Tree Servicing, LLC is licensed to do business in Oregon. Defendant CAC Services is an Oregon Corporation.

2.

Defendants Jill Storey and Michael Storey own real property at 89610 Sea Breeze Drive, Warrenton, Oregon as legally described in Exhibit A attached hereto. The tax account identification for the property is Account Numbers 17434, 17279 and Map Numbers 71021DB 04700 and 5600.

3.

Defendants have been advertising and successfully renting their property as a vacation rental since 2014 on one or more vacation rental websites. The rental price for the property is advertised at being \$300.00 per night, plus the 9.5% transient tax.

4.

Clatsop County imposes a tax on all transient room rentals in the unincorporated County pursuant to Ordinance 90-7 (as amended and codified as Chapter 3.16 of the Clatsop County Code of Regulations). That tax is currently 9.5% of the rental rate.

5.

It is the obligation of the property owner to collect and forward the transient room tax to the County on a quarterly basis. Defendants Storey have collected the tax and kept it instead of remitting the funds collected to the County.

6.

Taxes for 2014, and the first and second quarters of 2015 and first quarter of 2016 were levied based on returns filed by Defendant Jill Storey. Defendants Storey failed and refused to file returns for the third and fourth quarters of 2015. Taxes levied for those quarters are the average of the first two quarters tax determined pursuant to Clatsop County Code Section 3.16.080.

7.

On September 9, 2015, February 8, 2016, May 2, 2016, and July 27, 2016 pursuant to Clatsop County Code Section 3.16.20, Plaintiff notified Defendants Storey they had failed to pay the tax as required and filed Liens No. 201507482, 201600873, 201603169 and 201605619 and provided copies to Defendants Storey. The liens remain unpaid. True and correct copies are attached to this Complaint and by this reference incorporated herein.

8.

Defendants Storey currently owe \$7845.33 including penalties and interest. Interest continues to accrue at the rate of 18%.

9.

Defendants CAC Services, Inc. dba Commercial Adjustment Company and David Bodway, III have encumbrances against the property and said encumbrances are junior to Plaintiff's liens.

10.

Defendant Greentree Servicing, LLC has a First Deed of Trust all or part of which may be subordinate to Plaintiff's lien.

11.

1 Plaintiff has no plain, adequate, or speedy remedy at law. It will be necessary to sell all of the  
2 land to satisfy its claim of lien.

3 WHEREFORE, Plaintiff prays for a Judgment of this Court as follows:

4 1. For a judgment against Jill Storey and Michael Storey, in the sum of \$7845.33 together  
5 with interest thereon at 18% interest per annum until Judgment and at 9% after Judgment until paid;  
6 further for Plaintiff's reasonable attorney fees, and for other costs and disbursements.

7 2. For a Judgment foreclosing its claim of lien for the above sums against the improvements  
8 and lots; that Plaintiff's liens be declared to be first, valid, and subsisting against the land and  
9 improvements subject only to any interest of Greentree Servicing, LLC found to be superior, and that  
10 Defendants Jill Storey, Michael Storey, CAC Services, Inc. dba Commercial Adjustment Company and  
11 David F. Bodway, III be forever foreclosed of all right, title, and interest in the real property, or any part of  
12 it; that the property be sold by the Sheriff of Clatsop County, Oregon, in the manner provided by law as on  
13 execution to satisfy those sums of money; that Plaintiff be permitted to purchase at the sale; and

14 3. For such other relief as may be just and proper.

15 DATED:

16 \_\_\_\_\_  
17 HEATHER REYNOLDS, OSB #813487  
18 Clatsop County Counsel

19 HEATHER REYNOLDS, OSB #813487  
20 Attorney for Plaintiff  
21 P.O. Box 145  
22 Astoria, Oregon 97103  
23 (503) 325-8449  
24 (503) 338-2969 – fax  
25 [heather@reynoldsattorney.com](mailto:heather@reynoldsattorney.com)



Return To:  
**Clatsop County**  
**Assessment and Taxation**  
 820 Exchange St, Suite 210  
 Astoria, Oregon 97103  
 Phone: 503-325-8522



Recording Instrument #: 201507482  
 Recorded By: Clatsop County Clerk  
 # of Pages: 1 Fee: 37.00  
 Transaction date: 9/9/2015 14:16:51  
 Deputy: nstethem

**NOTICE OF LIEN**

CLATSOP COUNTY claims a lien for unpaid Transient Room Tax assessments against:

Name of Hotel/Operator: Jill and Michael Storey  
 Mailing Address: 89610 Sea Breeze Dr  
 Warrenton, OR 97146

Property Tax Account ID: 17434  
 Map Number: 71021DB04700  
 Situs Address: 89610 Sea Breeze Dr. Warrenton, OR 97146

The following is a true statement of taxes due:

	Quarter 1 Year 2014	Quarter 2 Year 2014	Quarter 3 Year 2014	Quarter 4 Year 2014	Quarter 1 Year 2015
Tax	296.89	296.89	296.89	296.89	682.83
Interest	17.81	17.81	17.81	17.81	40.97
Penalties	74.22	74.22	74.22	74.22	170.70
<b>Sub Total</b>	<b>388.93</b>	<b>388.93</b>	<b>388.93</b>	<b>388.93</b>	<b>894.51</b>
Payments	0	0	0	0	0
<b>Total Per Quarter</b>	<b>388.93</b>	<b>388.93</b>	<b>388.93</b>	<b>388.93</b>	<b>894.51</b>
<b>Grand Total Due</b>	<b>2450.23</b>				

Pursuant to Section 22 of Ordinance 90-7 as Codified in Section 39 of the Clatsop County Code of Ordinances, Clatsop County claims a lien against all real and personal property of the above named hotel/operator.

STATE OF OREGON )

)ss.

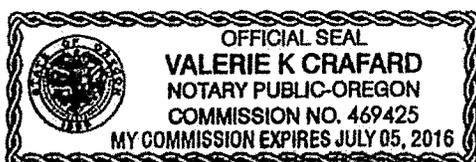
County of Clatsop )

I, Suzanne Johnson, being first duly sworn, depose and say; I am the Interim Director of Assessment and Taxation for Clatsop County. I have knowledge of the facts set forth herein. All statements made in this instrument are true and correct as I verily believe.

Signed and sworn to before me on \*

*Suzanne Johnson*  
 Suzanne Johnson

*Valerie K. Crawford*  
 Notary Public for Oregon  
 My commission expires: *July 5, 2016*







Return To:  
 Clatsop County  
 Assessment and Taxation  
 820 Exchange St., Suite 210  
 Astoria, Oregon 97103  
 Phone: 503-325-8522



Recording Instrument #: 201603169  
 Recorded By: Clatsop County Clerk  
 # of Pages: 1 Fee: 37.00  
 Transaction date: 5/2/2016 16:00:39  
 Deputy: nstethem

**NOTICE OF LIEN**

CLATSOP COUNTY claims a lien for unpaid Transient Room Tax assessments against:

Name of Hotel/Operator: Jill & Michael Storey  
 Mailing Address: 89610 Sea Breeze Drive  
 Warrenton, OR 97146

Tax Account Number: 17434  
 Map Number: 71021DB04700  
 Situs Address: 89610 Sea Breeze Drive, Warrenton Oregon 97146

The following is a true statement of taxes due:

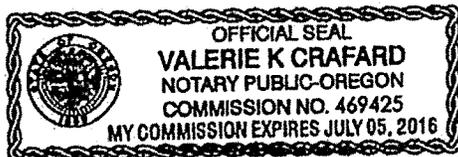
	4 <sup>th</sup> Quarter 2015
Tax	702.42
Interest	42.15
Penalties	269.60
<b>Sub Total</b>	<b>1014.17</b>
Payments	0
<b>Grand Total</b>	<b>1014.17</b>

Pursuant to Section 22 of Ordinance 90-7 as Codified in Section 39 of the Clatsop County Code of Ordinances, Clatsop County claims a lien against all real and personal property of the above named hotel/operator.

STATE OF OREGON )  
 ) ss.  
 County of Clatsop )

I, Suzanne Johnson, being first duly sworn, depose and say, I am the Interim Director of Assessment and Taxation for Clatsop County. I have knowledge of the facts set forth herein. All statements made in this instrument are true and correct as I verily believe.

Signed and sworn to before me on May 2, 2016



*Suzanne Johnson*  
*Valerie K. Crafard*  
 Notary Public for Oregon  
 My commission expires:





**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**October 12, 2016**

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**Issue/Agenda Title:** Request/Proposal to Add a New Fee to the On-Site Sewage Program's 2016-17 Fee Schedule

**Category:** *Business Agenda*

**Prepared By:** Mike McNickle

**Presented By:** Mike McNickle

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**Issue before the Commission:** Request/proposal to Add a New Fee to the On-Site Sewage Program's 2016-17 Fee Schedule.

**Informational Summary:** The City of Gearhart recently adopted a new ordinance that governs short-term vacation rentals within city limits. As part of their licensing requirement, a review of the septic system records and other information by the Environmental Health Supervisor is required. Currently, the On-Site Sewage Program fee schedule does not include a fee to cover the anticipated costs for conducting these reviews. The Environmental Health Supervisor will review the septic records and make recommendations to the owner for corrections and repair (if needed). A Certificate of Approval will be released once the review is complete and all outstanding issues/concerns have been addressed.

**Fiscal Impact:** The proposed fee to review septic system records and issue a Certificate of Approval is \$100. The estimated revenue generated from this fee will be \$9500.

**Options to Consider:**

1. Call for Public Comment and approve a proposed \$100 Review Fee for the On-Site Sewage Program's 2016-17 Fee Schedule
2. No action

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve the addition of the \$100 review fee to the On-Site Sewage program 2016-17 fee schedule as submitted to the Board"*

**Attachment List:**

- A. Proposed 2016-17 On-Site Sewage Program Fee Schedule
- B. Resolution and Order for Proposed 2016-17 Fee Schedule
- C. FAQ regarding Compliance with the City of Gearhart's Ordinance No. 901

**Proposed Clatsop County Onsite Wastewater Fees  
Residential Fees - July 1, 2016**

<b>New Site Evaluations</b>	<b>County</b>	<b>DEQ</b>	<b>Total Fee</b>
Single Family Dwelling – First lot	\$ 680	\$ 100	\$ 780
- Each additional lot evaluated during initial visit	\$ 680	\$ 100	\$ 780
<b>Construction Installation Permits</b>			
New Construction-Standard seepage trench, redundant, absorption in Saprolite, steep slope, aerobic	\$ 1008	\$ 100	\$ 1100
New Construction-Alternative Treatment Tech (ATT), capping fill, pressurized, tile dewatering	\$ 1235	\$ 100	\$ 1335
New Construction-Sand filter bottomless, recirculating gravel	\$ 1520	\$ 100	\$ 1620
New Construction-Install holding tank	\$ 864	\$ 100	\$ 964
New gray water disposal sump	\$ 448	\$ 100	\$ 548
Pump or siphon system needed-in addition to permit fee	\$ 64		\$ 64
Repair Residential-Minor (tank to distribution box)	\$ 256	\$ 100	\$ 356
Repair Residential-Major (drain field)	\$ 535	\$ 100	\$ 635
Alterations-Minor (tank to distribution box)	\$ 264	\$ 100	\$ 364
Alterations-Major (drain field)	\$ 552	\$ 100	\$ 652
Reinstatement, Transfer, Renewals (original permit within 1 yr of expiration)-No visit	\$ 152	\$ 100	\$ 252
Reinstatement, Transfer, Renewals-Visit	\$ 520	\$ 100	\$ 620
<b>Other Onsite Activities</b>			
Authorization Notice-no visit	\$ 164	\$ 100	\$ 264
Authorization Notice-Visit (required on systems greater than 10 years old)	\$ 624	\$ 100	\$ 724
Existing System Evaluation-Visit (includes time of sale inspection, planning review, other system evaluations)	\$ 192	\$ 100	\$ 292
Mobile Hardship Renewal Authorization, field visit required	\$ 330		\$ 330
No field visit required	\$ 160		\$ 160
<b>Miscellaneous</b>			
Research fee per quarter hour	\$ 15		\$ 15
Proposed: Ordinance 901 Septic System Review	\$ 100		\$ 100
Records request fee, plus .25 cents a copy	\$ 3.75		\$ 3.75
EH field time (re-inspections, compliance) hourly, prorated at 15	\$ 286		\$ 286

**Proposed Clatsop County Onsite Wastewater Fees  
Residential Fees - July 1, 2016**

minute increments				
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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF AMENDING AND)  
ESTABLISHING FEES FOR CLATSOP)  
COUNTY. )

RESOLUTION AND ORDER

WHEREAS, certain fees and charges for services are required by law to be established by the governing body, and;

WHEREAS, the need to amend fees throughout County Departments has been established;

WHEREAS, the change in fees and charges was presented for public comment at the Board of Commissioner's meeting on October 12, 2016;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the attached schedule of fees and charges for Clatsop County be adopted to become effective October 13, 2016.

Adopted this 12<sup>th</sup> Day of October 2016.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

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Scott Lee, Chair

## Compliance Requirements for the City of Gearhart's Short Term Rental Ordinance #901

### FAQ's

**Q: *What is the first step in the certification process for assuring my septic system is adequate for complying with the short-term rental ordinance?***

A: It's pretty simple. The first step is to determine whether Clatsop County Public Health has records on your septic system. This can be accomplished by coming into the Public Health office located at 820 Exchange Street in Astoria, Oregon, or by calling 503-338-3681. You will need to have a site address and the Section, Township and Range of the property to help us find the records.

**Q: *What is needed to receive a Certificate of Compliance from Clatsop County Public Health?***

A: There are several routes to receive a Certificate of Compliance. Here are the most likely scenarios:

- If records of the septic system are available for a given property and the home is less than 10 years old, is not in a state of failure, and the system is not pressurized, the owner would receive a Certificate of Compliance from Clatsop County Public Health.
- If records of the septic system are available, and the home is 10 years old or older, an Evaluation of Existing System (EES) is required. If the EES indicates that the system is functioning properly, no repairs will be required on the system. If, however, the system is pressurized, an Operation and Maintenance contract with a third party provider will be required – as is a Notice to Title. Once the Operation and Maintenance contract and Notice to Title have been submitted to Clatsop County Public Health, the owner would receive a Certificate of Compliance.
- If a property does not have septic system records (no matter the age of the home), an Evaluation of Existing System is required. If the EES indicates that the system is functioning properly, no repair work will be required on the system. If the system is pressurized, an Operation and Maintenance contract with a third party provider will be required – as is a Notice to Title. After an Operation and Maintenance contract and Notice to Title have been submitted to Clatsop County Public Health, the owner would receive a Certificate of Compliance.
- If a property **does not** have septic system records, an Evaluation of Existing System is required. If the EES indicates that the system is not operating properly, a letter of noncompliance will be provided to the owner outlining the problems with the system that must be addressed. Owners would have 60 days to correct the problems noted on the EES. **Please note that a repair permit issued by Clatsop County Public Health is**

**required for all septic system repairs.** If the system is pressurized, an Operation and Maintenance contract with a third party provider will be required – as is a Notice to Title. Once the system has been properly repaired, and an Operation and Maintenance contract and Notice to Title have been submitted to Clatsop County Public Health, the owner would receive a Certificate of Compliance.

- If the Evaluation of Existing System finds that a cesspool is the type of septic system serving the property, the owner will receive a letter of noncompliance. The owner would be required to abandon the cesspool and install a new (repaired) system within 60 days. Once the system has been properly repaired, and an Operation and Maintenance contract and Notice to Title (if needed) have been submitted to Clatsop County Public Health, the owner would receive a Certificate of Compliance.

***Q: Where do I find the list of providers who can perform an Evaluation of Existing System?***

A: You can find the list of licensed providers who can perform EES's here:

[https://www.co.clatsop.or.us/sites/default/files/fileattachments/public\\_health/page/1776/licensed\\_septic\\_disposal\\_services\\_1.pdf](https://www.co.clatsop.or.us/sites/default/files/fileattachments/public_health/page/1776/licensed_septic_disposal_services_1.pdf)

***Q: Where do I find a list of providers who can repair a septic system?***

A: You can find the list of licensed providers who can perform repairs here:

[https://www.co.clatsop.or.us/sites/default/files/fileattachments/public\\_health/page/1776/licensed\\_septic\\_disposal\\_services\\_1.pdf](https://www.co.clatsop.or.us/sites/default/files/fileattachments/public_health/page/1776/licensed_septic_disposal_services_1.pdf)

***Q: Where would I find a list of providers who can perform Operation and Maintenance?***

A: You can find the list of licensed Operation and Maintenance providers who can perform repairs here:

[https://www.co.clatsop.or.us/sites/default/files/fileattachments/public\\_health/page/1776/maintenance\\_providers\\_om\\_list\\_1.pdf](https://www.co.clatsop.or.us/sites/default/files/fileattachments/public_health/page/1776/maintenance_providers_om_list_1.pdf)

***Q: Where are the forms I need to submit to repair a system? What about the Notice to Title?***

A: All the forms you will need for this process are located here:

<https://www.co.clatsop.or.us/publichealth/page/onsite-septic-sewer-program-applications-and-forms>

***Q: What is the fee for this process?***

A: The fee for determining compliance is \$100.00. This fee does not cover the other fees that may be required if a repair is necessary to receive a Certificate of Compliance.

***Q: If I have questions about this process, who should I contact?***

A: You should contact Mike McNickle at Clatsop County Public Health. He can be reached by phone at 503-338-3686, and by email at [mmcnickle@co.clatsop.or.us](mailto:mmcnickle@co.clatsop.or.us).