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
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Work Session/Regular Meeting/Executive Session

November 9, 2016

Judge Guy Boyington Building, 857 Commercial, Astoria

Work Session: 5:00 pm

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

Topic:

a. Clatsop County Fair Board

Regular Meeting: 6:00pm

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. 1st Quarter Financials .....{Page 1}

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 10-12-16 .....{Page 15}
   b. Board of Commissioners Regular Meeting Minutes 10-26-16 .....{Page 23}

7. **BUSINESS AGENDA**
   a. Authorize participation in MERS litigation .....{Page 27}

8. **COMMISSIONERS' REPORTS**

9. **COUNTY MANAGER'S REPORT**

10. ADJOURNMENT

Executive Session

1) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed per ORS 192.660 (2)(h).
2) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing per ORS 192.660(2)(i).

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

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

CLATSOP COUNTY
1ST QUARTER REPORT

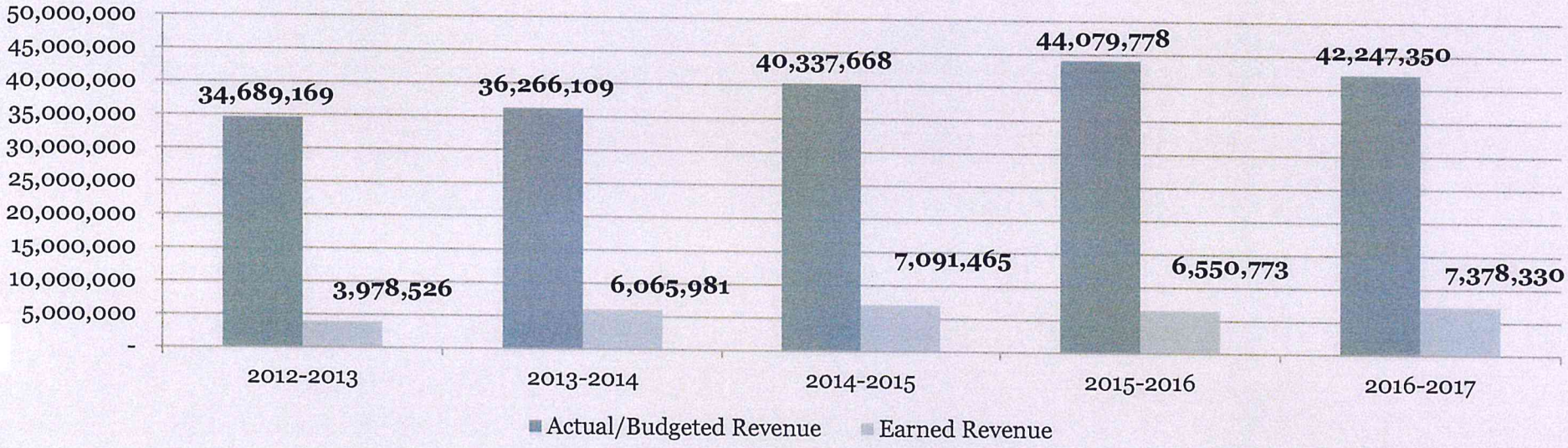
FISCAL YEAR 2016 / 2017

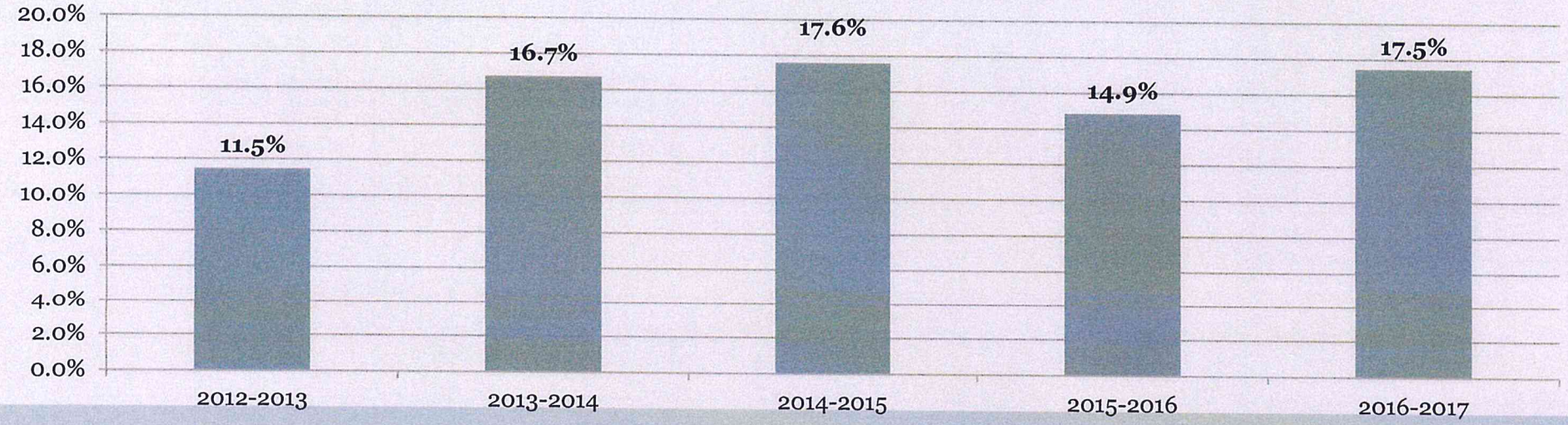
PRESENTED TO THE
BOARD OF COMMISSIONERS ON
NOVEMBER 9, 2016

1st Quarter Overall

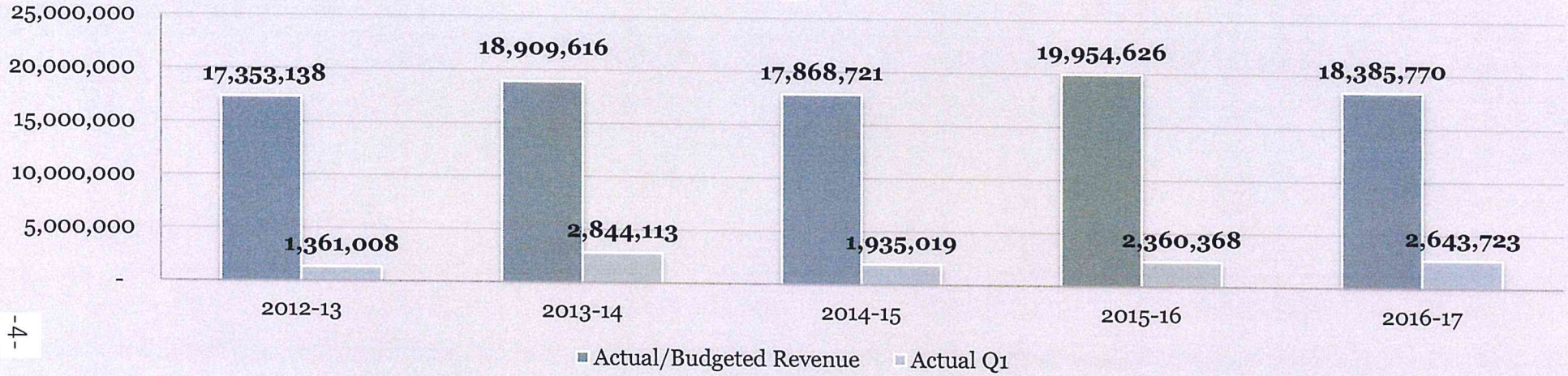
- For expenditures, all funds as a whole are currently coming in as expected.
- For revenues the unaudited Beginning Balances for several funds came in slightly higher then the budgeted amounts, this is a result of realized savings within the funds as well as increased revenues in the prior FY.
  - General Fund - $743,200 more than budgeted
  - General Roads - $541,490 more than budgeted
  - Special Projects - $1,449,720 more than budgeted

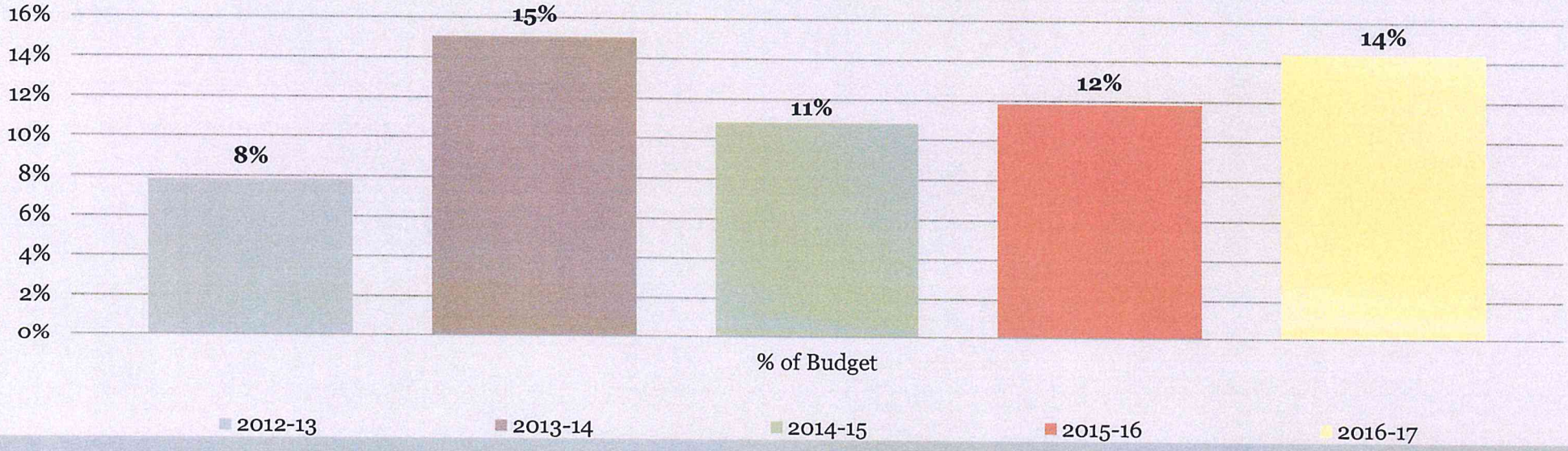
1st Quarter: All Funds Revenue Collections (Does not include Beginning Balances and transfers from GF)



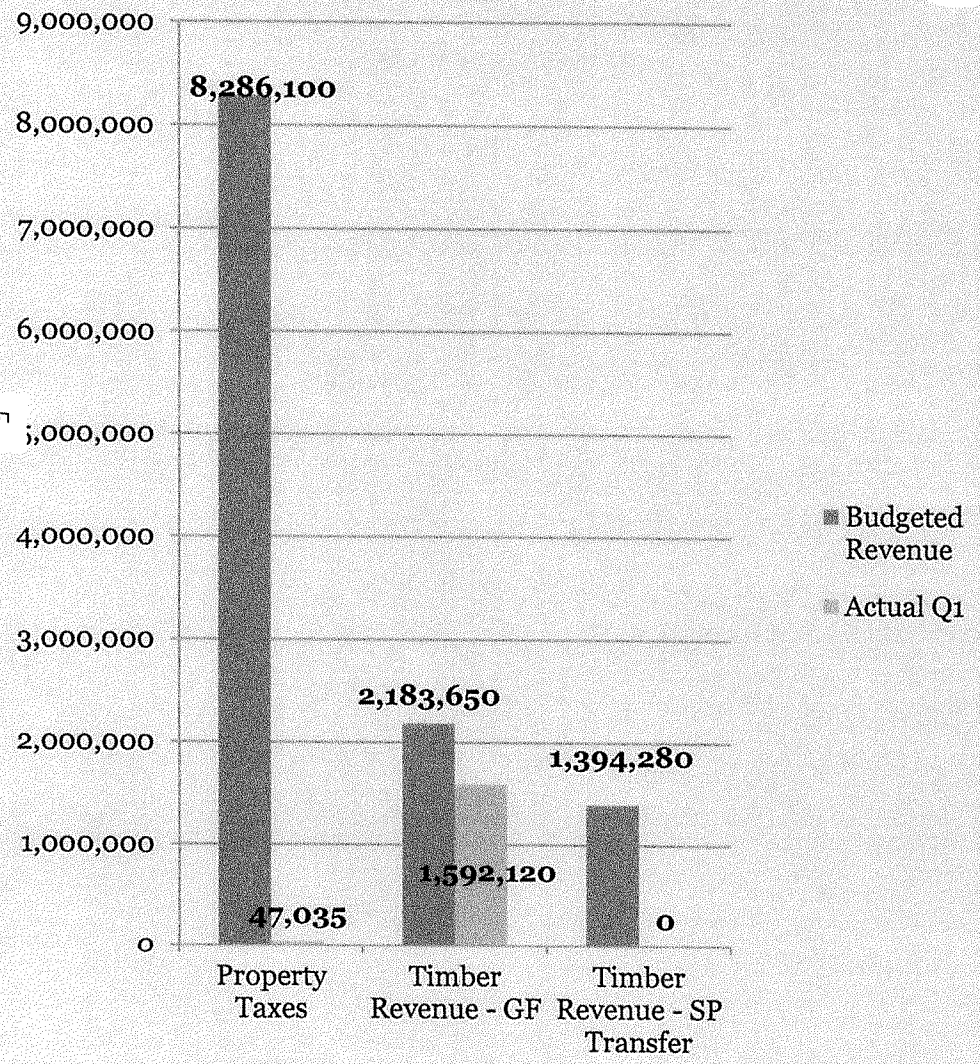


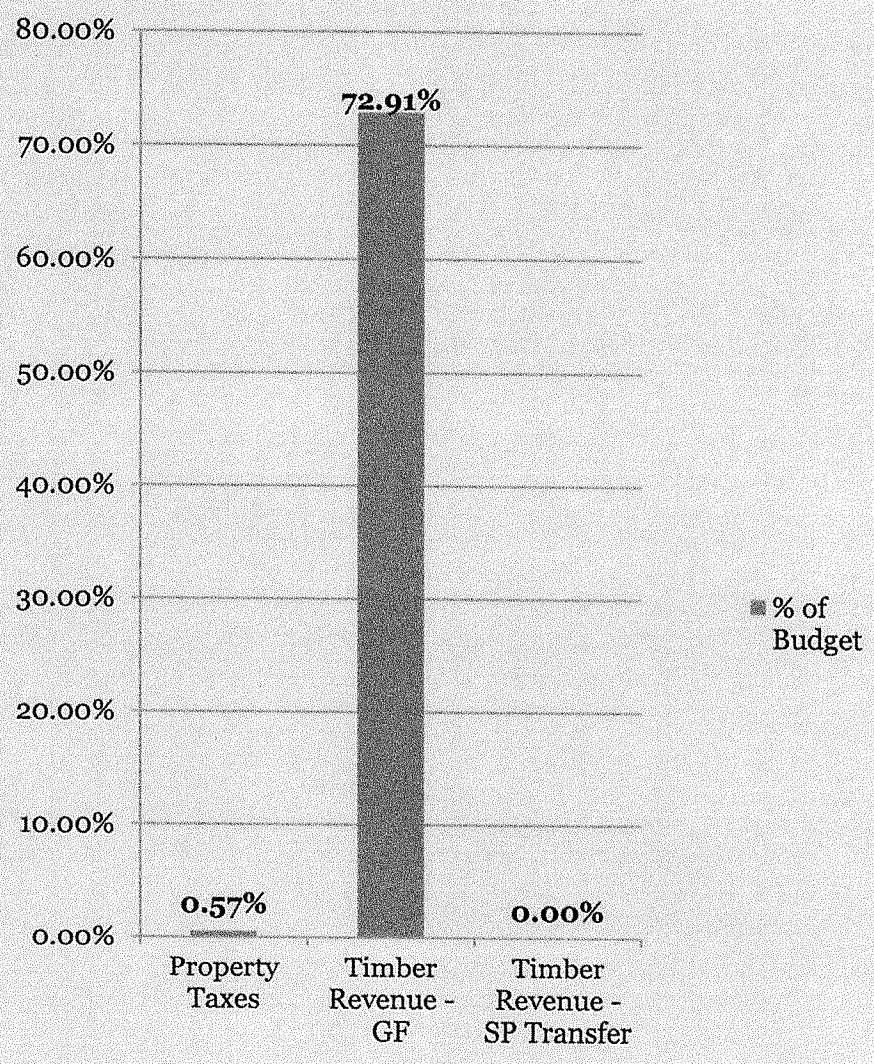
General Fund Revenue Collections - 1st Quarter (Does not include Beginning Balances)



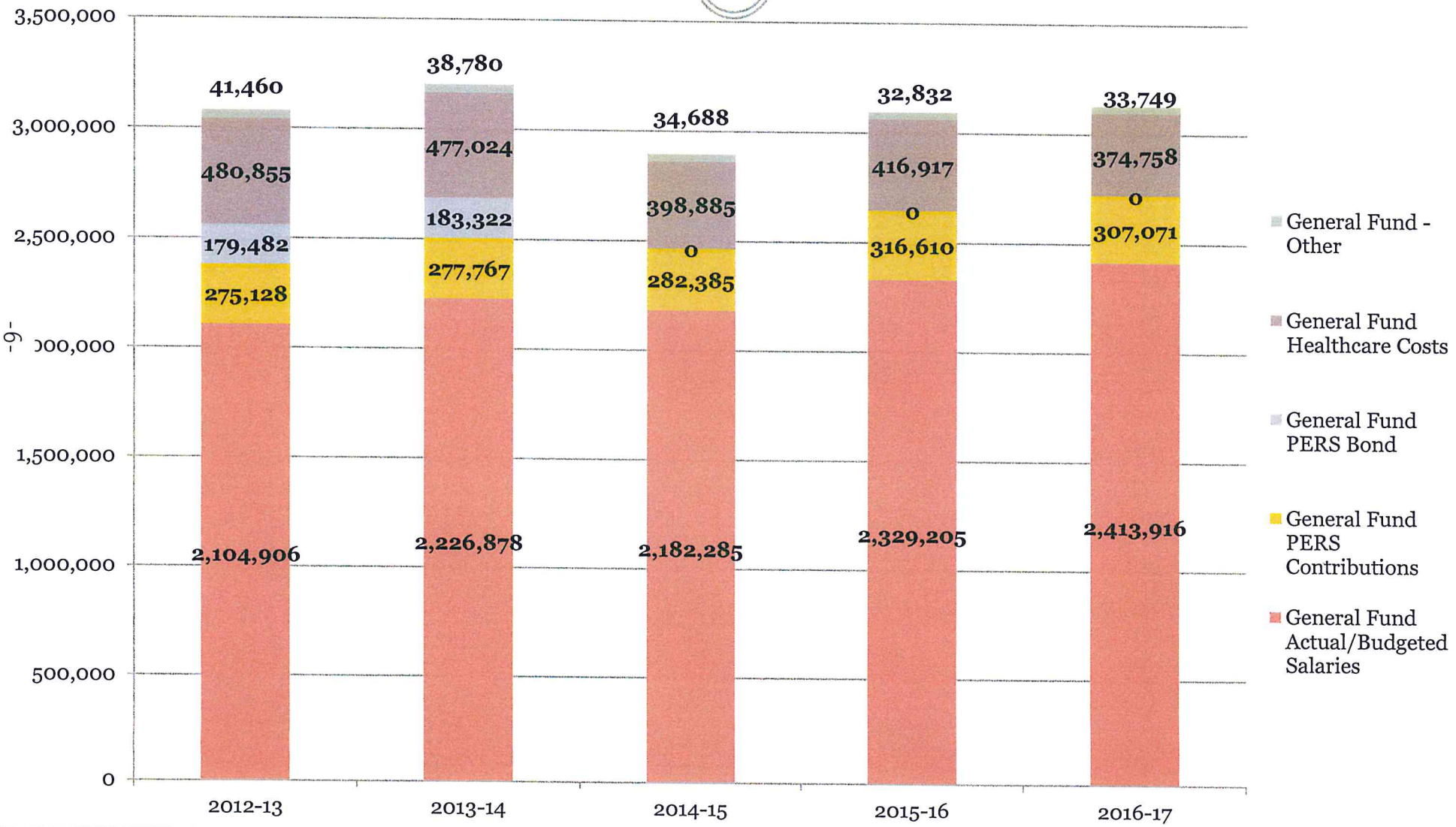


General Fund Major Revenue

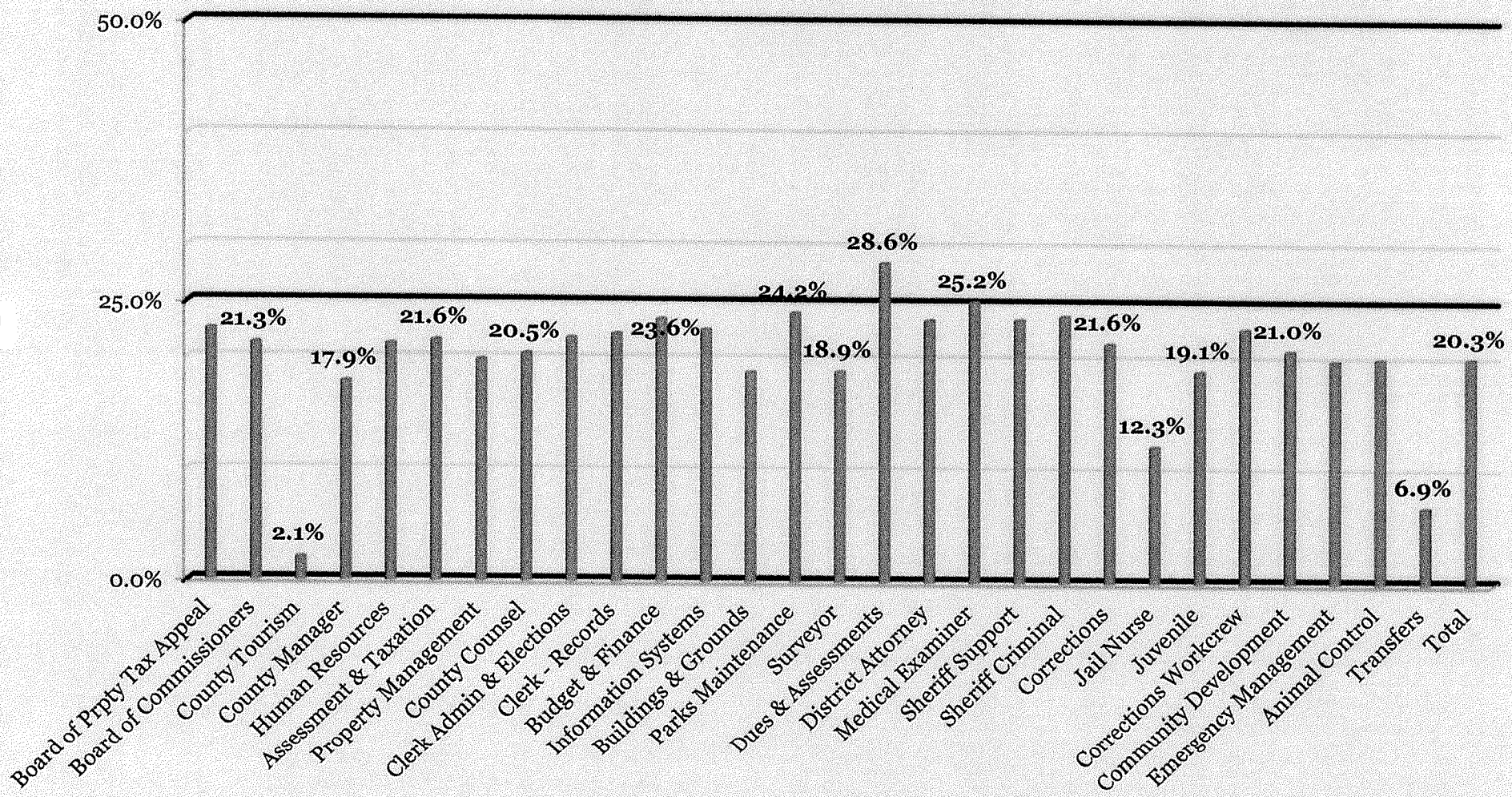




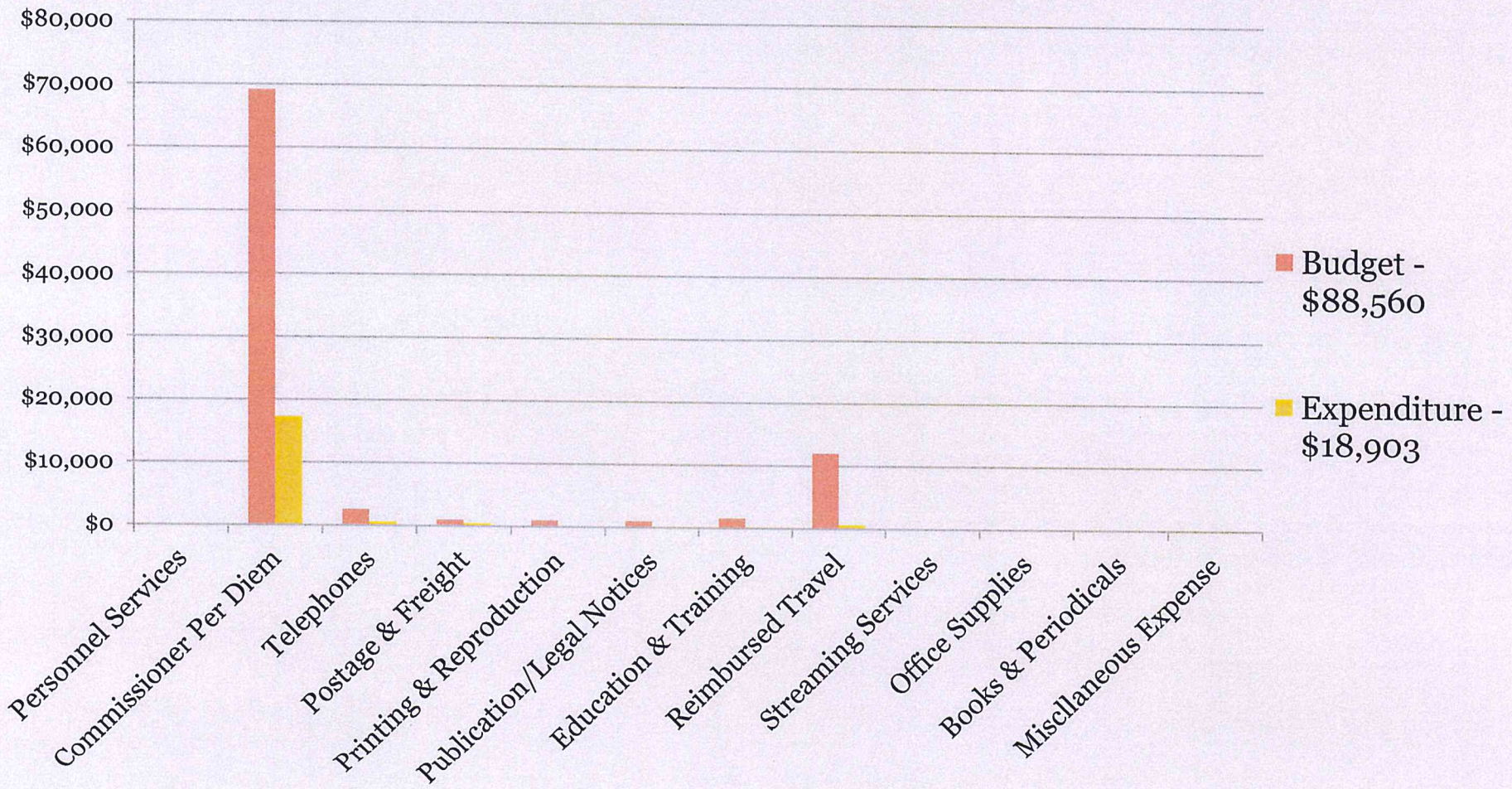
General Fund Payroll Costs 1st Quarter 2016/17 FY



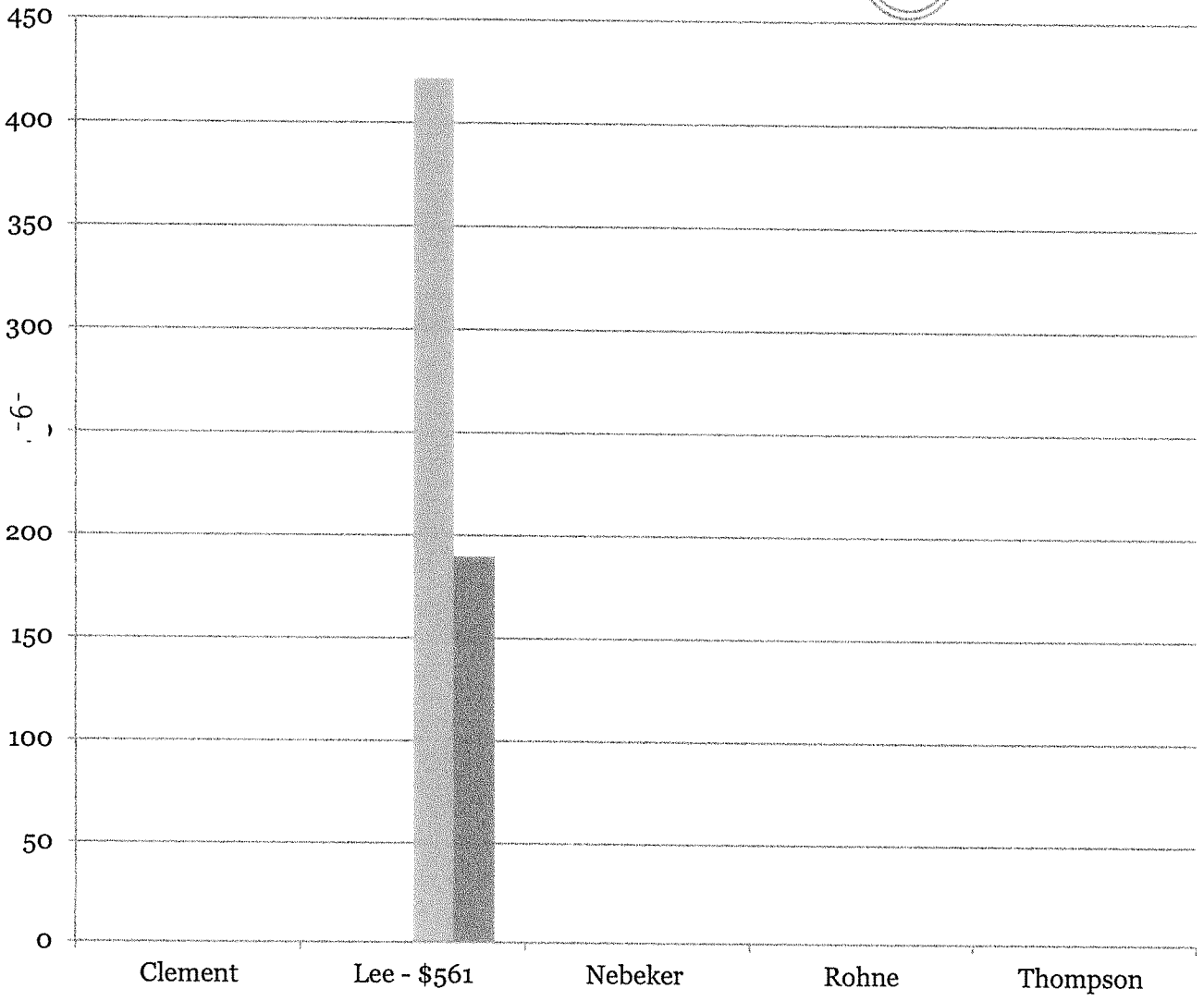
1st Quarter: GF Org Units Percent Expense



Board of Commissioners – Org 1100

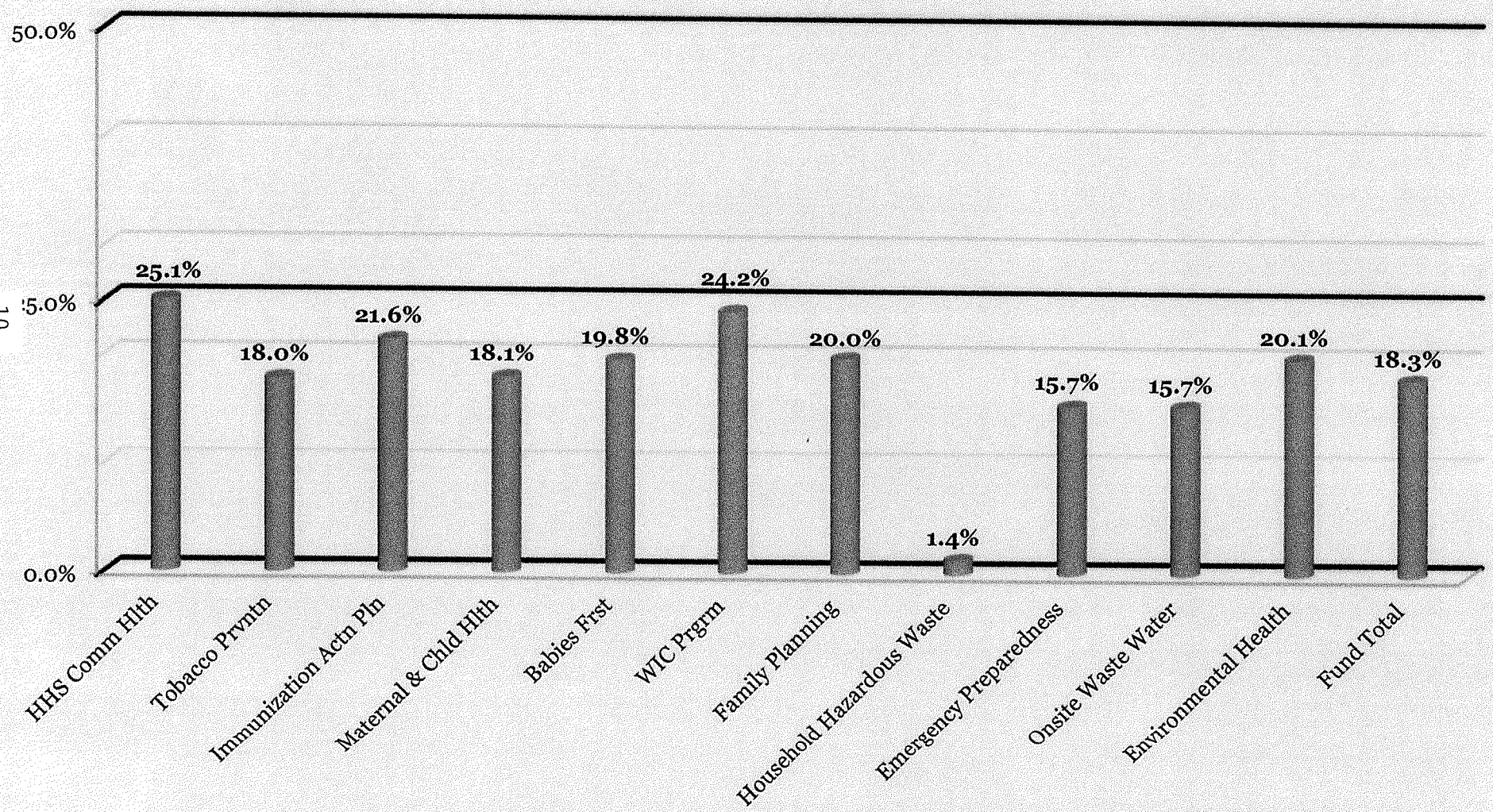


Commissioner Expenses

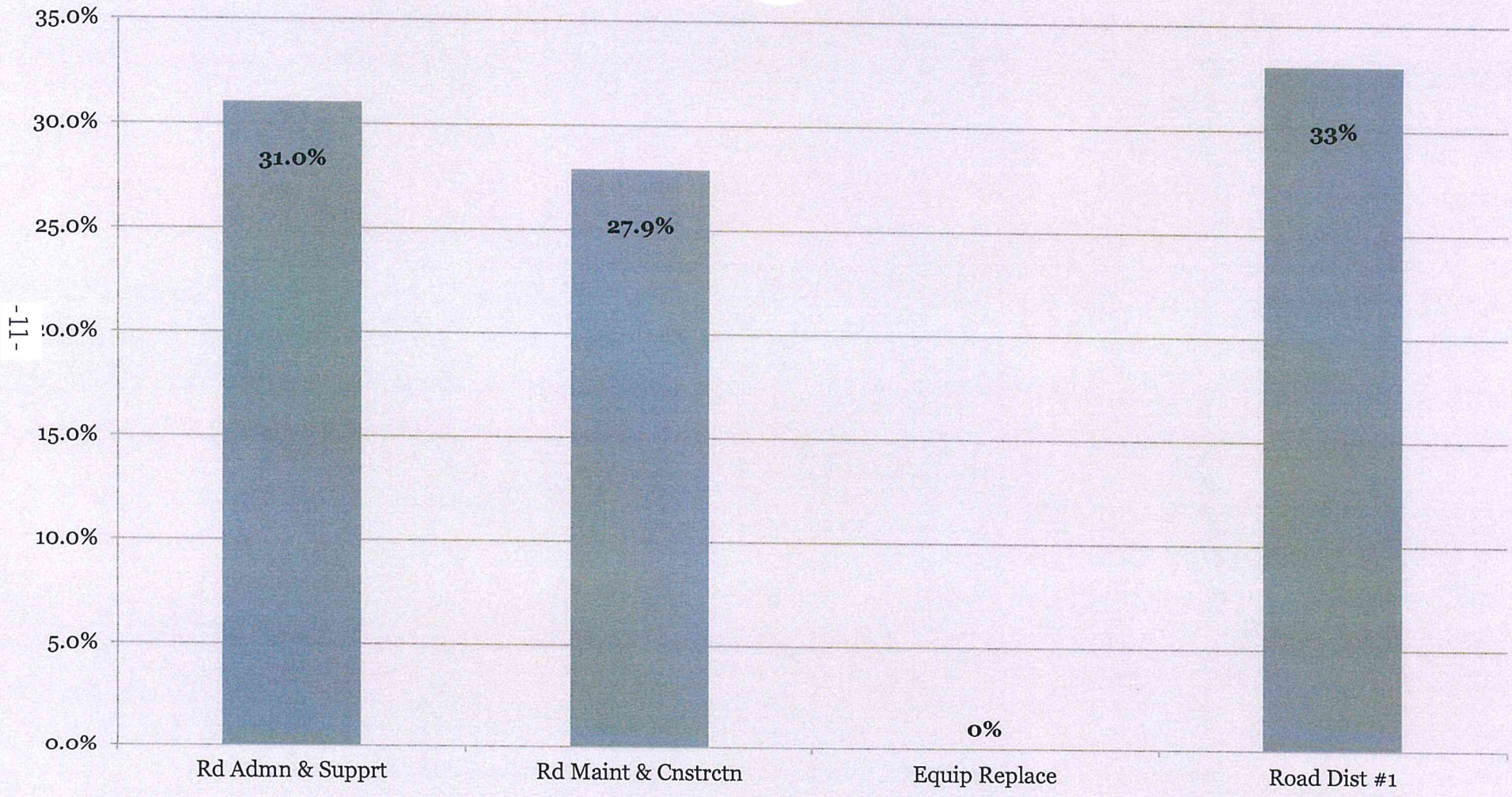


- Education & Training - $0
- Meetings Meals Reimbursed - $0
- Meetings Mileage/Fuel Reimbursed - $422
- Lodging - $190

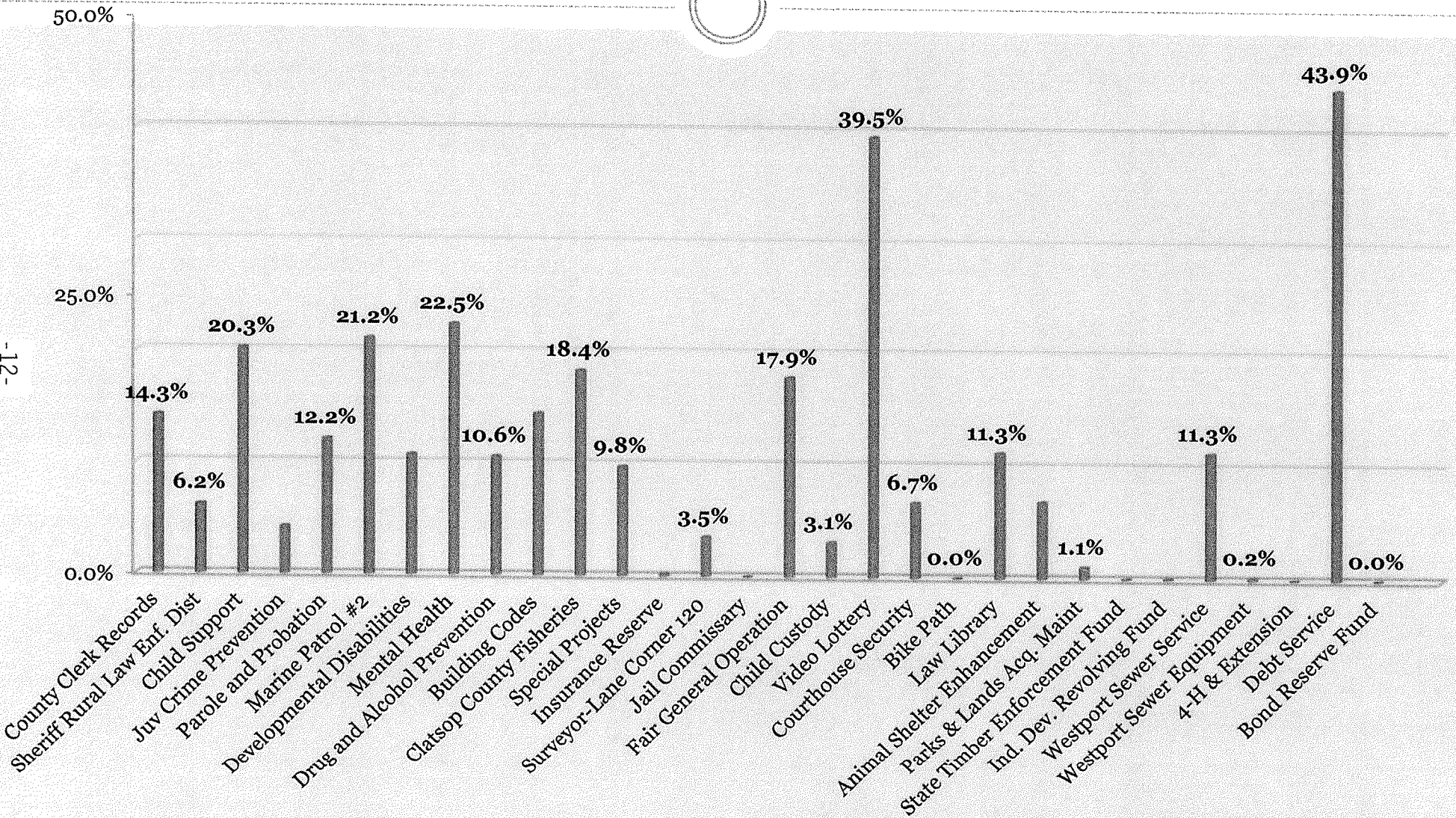
1st Quarter: Public Health Percent Expense



1st Quarter: Roads Dept. Percent Expense



1st Quarter: All Other Org Units



1st Quarter: Conclusion/Take Away

- In summary, overall funds continue to be in line as budgeted, and those that are running higher will continue to be monitored for other areas where savings may be realized.
- Through the 1st quarter due to some unanticipated costs associated with the settlement of the DA Union contract and an increase in grant funding that requires a county match, budget adjustments have been made in the amount of $102,600. This reduces the budgeted $1,989,400 contingency to $1,886,800.

QUESTIONS?

Clatsop County Board of Commissioners
Regular Meeting
October 12, 2016

Chair Scott Lee called the meeting to order at 6:00 pm., in the Judge Guy Boyington Building, 857 Commercial Street, Astoria, Oregon. Also present were Commissioners Sarah Nebeker, Lisa Clement, Lianne Thompson and Dirk Rohne.

Staff Present:

Cameron Moore	County Manager
Heather Reynolds	County Counsel
David Kloss	Building Official
Michael McNickle	Public Health Director
Sirpa Duoos	Personal Property Specialist
Monica Steele	Budget & Finance Director
Heather Hansen	Community Development Director
Suzanne Johnson	Director of Assessment & Taxation
Alicia Sprague	Staff Assistant
Michael Summers	Public Works Director

AGENDA APPROVAL

Lee entertained a motion to approve the agenda. Thompson moved to approve the agenda and Clement seconded. Nebeker asked that consent calendar item 6f be moved to business agenda 8d. Motion carried unanimously.

PRESENTATION

a. Clatsop County Charter Review

Moore addressed the Board regarding the history of the Home Rule Charter. The current Clatsop County Home Rule Charter requires a Charter Review every ten years and the last one was done in 2006. In 1958 a constitutional amendment authorized counties to adopt "home rule" charters, giving voters the power to adopt and amend their own county government. "Home Rule" is where the voters in the counties decide how to rule themselves. Since 1962, nine Oregon counties have adopted home rule charters. Some home-rule counties chose to continue the same organizational structure as prescribed by state law, some chose to follow the manager-commission form of government, and others developed something in between. In adopting a home-rule charter, effective January 1989, Clatsop County voters made sweeping changes in how the county was set up. The biggest change was with who ran the county's day-to-day business. Under the prior system the county had three full-time commissioners who shared the administrative duties with six other elected positions – the assessor, clerk, treasurer, surveyor, sheriff and district attorney. The charter put oversight of the daily operations into the hands of a professional county manager hired by the Board of Commissioners. The Board was then expanded to five unpaid commissioners living in different geographic areas of the county and its role was changed to strictly policy-making. The other elected managerial positions, except for the district attorney and sheriff became appointive. Section 8 of the current charter states, "The Board shall appoint a Charter Review Committee to review the charter at least every ten years

hereafter or more often as deemed necessary by the Board." The last review the Board appointed an 11 member Charter Review Committee.

- Five members were selected, one from each of the five districts.
- Four "at large" members were chosen from an application process.
- One Chair was selected by the Board of Commissioners.
- A former member of the Board of Commissioners was also selected.
- Legal Counsel
- Staff support was provided by the County Administrator.

Moore said the state statue for the membership of an initial charter review is a majority of the county court is entitled to appoint four members of the committee; a majority of the state Senators and state Representatives then representing the county is entitled to appoint four additional members; and one additional member is selected by the above eight. It further states for the initial committee that no member of an appointing authority may serve on the committee, and members must be an elector of the county. Moore let the Board know who served on the 2006 Charter Review Committee and said there were several applications for the four at-large seats. The Board will need to make some decisions. Moore would like to get a Charter Review Committee seated sometime in January. There needs to be time to advertise, review applications and conduct interviews. Moore asked for direction from the Board. Rohne said it is an important process and said the method that was done before worked well. Rohne likes the idea that no commissioner be allowed to be on the committee. Nebeker asked how much time involvement would it be for the committee. Moore said the 2006 review started in January or February and finished in May and they averaged about two meetings a month. Thompson would like a copy of the presentation. Thompson said this is an opportunity to consider whether housekeeping is necessary or more substantive changes are needed. Thompson asked for a work session to talk about the direction the Board would like to go. Lee said there is a template already on how to conduct this review and would like to see that used. Lee asked to advertise for the vacancies as soon as possible. Nebeker asked if a decision would be made of the scope of work prior to the solicitation process. Moore said the solicitation process can begin and while that is happening the Board could be defining the scope of work. Thompson said they need to have an idea of what job needs to be done so they can select the best people for that job. Lee doesn't see anything standing out that is going to be a big issue with the review committee but some may want to bring forward some questions as the process goes forward. Lee would like to move forward on bringing on folks with the appointments similar that was done in the past. Nebeker asked when the decision needs to be made and Moore would like it to be a similar time frame that was done in 2006. If the committee comes forward with changes to the charter, they will be presented to the Board and put before the voters in the November election next year. Moore said they can start getting the solicitation out next week. Rohne said during that time the commissioners can develop a scope of work. Thompson asked if there are any attributes or skills for the participation on the committee. Lee said the committee member should be a registered voter. Thompson would like to see a broad public participation and be clear on what the Board is looking for.

BUSINESS FROM THE PUBLIC

Cliff Tuttle, Hampton Lumber, Skipanon Drive, Warrenton. Tuttle addressed the Board to bring to their attention that the Astoria School District (ASD) is having a Career & Technical Education Open House on Monday October 17th at 6:00p.m. ASD received a grant for some technical labs which are stations that the students can work at to learn skills of hydraulics,

pneumatics, 3-d printing and more. There are about 50 students involved in the program this year. It models a program that Tillamook High School implemented a few years ago. Tillamook's program has expanded to where every sophomore goes through the technology program. ASD is looking for a commitment from community and input on how it would be best to expand this program.

CONSENT CALENDAR

Lee entertained a motion to approve the amended consent calendar. Nebeker moved to approve the amended consent calendar and Clement seconded. Motion carried unanimously.

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}

PUBLIC HEARING

a. Ordinance 16-07 Amending and revising Clatsop County Code (1st reading)

Kloss addressed the Board and said the Clatsop County Code hasn't been revised in quite some time. There were areas that need to be revised because some statutes and rules at the state level have changed which needs to be reflected in the county's ordinance. Major changes include revising the rule for issuing Stop Work Orders. 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. In the current code it has been unsuccessful to enforce building code violations. Kloss believes that revising enforcement provisions will be more successful. Reynolds read the first reading by short title only. "An Ordinance amending Clatsop County Code Chapter 15.04 (Ord. 03-04) to revise the Clatsop County Building Code."

Lee opened the public hearing. No public testimony. Lee continued the public hearing to October 26th.

b. Ordinance 16-08 Community Renewable Energy Assoc. Membership (1st reading)

Moore addressed the Board on joining the Community Renewable Energy Association (CREA) which is a public/private partnership to promote various types of renewable energy. The organization is an ORS 190 so an ordinance is required and the membership fee is $100.00 a year. Lee said this is a valuable mission. Thompson said this will help with local resilience and local self-sufficiency. Moore read the Ordinance by short title only. "An Ordinance authorizing the county to enter into an intergovernmental agreement under ORS Chapter 190 creating an association to promote, foster and advance community based renewable energy, to be known as Community Renewable Energy Association."

Lee opened the public hearing. No public testimony. Lee continued the public hearing to October 26th.

c. Proposed sale of recreational land to the City of Seaside

Sirpa Duoos addressed the Board with the consideration of a sale of county owned property to the City of Seaside for park and recreation purposes. The two parcels were tax foreclosed and the county came into title in 1988. They are zoned C-3 commercial in the City of Seaside and also below grade and in the 500-year flood zone. The parcels are landlocked and the value is only to the adjoining property owners. This property 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 the property was offered by sealed bid to all the adjoining property owners, including the City of Seaside. Staff received an offer from Jeff and Kimberly Wood and 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 the county selling the property to the City of Seaside. The City of Seaside has consented by Resolution & Order to the creation of the public park area to be dedicated by the county which was done at the last board meeting and to purchase this property for $60,000. This money will help out the County's Parks Department.

Lee opened the public hearing. No public testimony. Lee closed the public hearing. Thompson was at the Seaside City Council meeting where this sale was discussed and thinks this sale will really help the City of Seaside. *Thompson moved 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 and Clement seconded. Motion carried unanimously.*

BUSINESS AGENDA

a. Adoption of a Proposed Grading & Drainage Review Fee

Monica Steele, Budget & Finance Director, addressed the Board with updates to the existing fee schedule and also eliminates fees that are no longer applicable as a result of the discontinuation of the Southwest Coastal Citizens Advisory Committee (SCCAC). The proposed fee schedule will become effective October 13, 2016 to better align the recovery of fees for services. 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. The fee is at a rate of $50 for the first 30 minutes and $100 per hour for additional time. The County Engineer believes that most single-family homes are expected to cost no more than the rate of $50. Lee asked for clarification on why public comment is necessary and Reynolds said a call for public comment is required but it is not a public hearing. Thompson asked if travel time was included. Steele said the plans are brought to the County Engineer. Nebeker asked why the discontinuation of the SCCAC is making it necessary to update the fee schedule. Heather Hansen, Community Development Director, said it isn't directly related to discontinuing the committee but it had to do with the code amendments Hansen was making to enhance the sections of the code that dealt with the design review and the standards in the code related to any development that happens. Michael Summers, Public Works Director, had been reviewing storm water plans for the planning department but he shouldn't have been since his time is supposed to be spent on road related activities.

Lee called for public comment. No public testimony. Lee looked for a motion. *Rohne moved 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 and Clement seconded. Motion carried unanimously.

b. Authorize foreclosure of transient room tax liens

Reynolds addressed the Board asking for authorization to file a lawsuit to foreclose room tax liens. The county has had a room tax since 1990. Reynolds believes this is the first time the county has had to foreclose on someone who didn't pay. Reynolds said the difference in the last few years there has been an increase of online rentals so a lot more private property owners are renting out their own homes as rentals. The owners are required to file quarterly reports and to pay their taxes quarterly. If they don't pay, it becomes a lien on their property and if the lien isn't paid then the next step is to foreclose on that property. In these cases, it is governed by the county's ordinance. Reynolds said if the Board takes action on this it will be set a precedent for how the county moves forward in collecting from others. The property in question started renting in 2014 for approximately $300.00 a night. It appeared that 9.5% room tax was being collected. In 2015, it was discovered that no reports were being filed and no taxes were being paid. The property owner was notified of a tax determination and the property owner brought her records into the tax office showing what she had collected. No payment was made and now almost $8000.00 is owed plus significant attorney fees. Clement asked if the owner said why she wasn't paying the taxes. Alicia Sprague, Staff Assistant, said the owner gave various excuses. Suzanne Johnson, Director of Assessment & Taxation, spoke with the owner last week and wanted to know how she could avoid this action and promised to come in on Monday and pay but failed to do so. Sprague said there have been several promises of payment. Lee agreed with staff's recommendation. Rohne moved to authorize County Counsel to file a foreclosure action against Jill Storey and Robert Storey for non-payment of transient room tax and Thompson seconded. Motion carried unanimously.

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

Michael McNickle, Public Health Director, said the City of Gearhart has recently passed an ordinance to regulate their short term vacation rentals. As part of that ordinance there is a line in it that states the Public Health Department is going to review all applications that come in for their septic systems. McNickle has been working with City Manager Chad Sweet to come up with some language that allows the applicants to come to the Health Department and look up the records and demonstrate what type of system they have and do an evaluation of an existing system. A third party would check the system to see that it is functional. Once that is received, a certificate of compliance is issued and the owner could move forward on their application with the city. The city is going to start having their applications available on their website on October 17th. The request for a new fee would cover McNickle's time to review the records, talk to the homeowner and make sure everything is up to code. Nebeker asked how often is the owner being required to have the septic inspected. McNickle said the inspection is a onetime inspection with the Health Department but the City of Gearhart is going to require a yearly inspection with their folks. Thompson said she liked the fact that McNickle is looking at the system design and checking how it works. Nebeker said it is inequitable that the city is not checking everyone but only short term rentals and it states in the ordinance that only two people are allowed per bedroom. Nebeker said she is not supportive of what Gearhart is doing. Lee asked Nebeker if she wanted to table this decision to obtain more information. McNickle said Gearhart was going to

move forward no matter what and if they come to him he would have no fee to back up his review. Rohne said the county is just covering their time and it really isn't the county's dispute to be involved with. McNickle said he is just saying whether the septic is functioning, the rest is up to the city. Lee said he agrees with going forward with the new fee. Thompson agreed it is not equitable and just because they are limited to two people in a bedroom not everyone complies with that. Thompson said since the county will have the workload they should get the money to pay for it. Nebeker wants nothing to do with it. *Rohne moved to approve the addition of the $100.00 review fee to the On-Site Sewage program 2016-17 fee schedule as submitted to the Board and Thompson seconded. Motion carried 4-0 with Nebeker abstaining. Nebeker abstained because she feels it is inequitable since it is not being implied throughout the city and is not in support of it.*

d. Right of way extension easement

Michael Summers, Public Works Director, addressed the Board requesting an easement to grant across county owned property to the Warrenton Fiber Company. Summers said the negotiations began in May in 2015 where the Warrenton Fiber Company requested information from the county. The subject parcel is known as the North Coast Business Park (NCBP). The easement would allow for a roadway to be constructed in between the Oregon Youth Authority Facility and the County Sheriff's Department. The compensation for the easement was recommended that the applicant furnish a fair market value for the area of land encumbered with the easement. The evaluation was done by a licensed appraiser in the amount of $87,600. This amount would go into the Industrial Revolving Fund which would be further invested into the NCBP property. The future roadway would be constructed, designed, permitted and the right of way survey would be furnished by the applicant in its entirety. This would open up another transportation connectivity to the south with the possibility of a future sub division. That land is zoned residential in the City of Warrenton. The proposal is supported by the City of Warrenton. Nebeker said thank you for answering the previous questions she had and wanted to know the threshold for the amount of the sale requiring it to come before the Board. Reynolds said this is not a sale, it is an easement. Reynolds doesn't recall the county ever selling an easement before. This is a unique undertaking. Nebeker asked how this would benefit the NCBP. Summers said the roadway is slated in the NCBP master plan which was developed in 2011 and would extend from 19th Street to the south. It would provide some transportation connectivity in the region. Rohne said the county should not be in property management and the fact that the county has a private applicant willing to help the county further the master plan is beneficial on several layers. Moore said there is another road that is part of the easement; the intent is to build that section road next summer. Clement asked why Warrenton Fiber wants the easement. Summers said it opens the development potential for the property to the south which is zoned residential for land use purposes in the City of Warrenton. *Rohne moved to approve the roadway extension easement with Warrenton Fiber Company and authorize the County to execute the easement and Thompson seconded. Nebeker met with Moore and they discussed having a housing development adjacent to the NCBP might be good for the business park. Motion carried unanimously.*

COMMISSIONERS' REPORTS

Thompson said she has been invited to participate in the State Emergency Response Commission and there will be a meeting in Salem this week about mad displacement. There is an Association

of Oregon Counties (AOC) housing subcommittee meeting so if anyone has ideas about legislative concepts please forward them to Thompson.

Rohne sits on the Farm & Forest Committee that reviews farm and forest land code. The state has given requirements. The new forestry extension agent has been invited to be part of committee. This will look at the county's code on permitting in forest areas. County staff are looking at people who want to have agricultural activities. Rohne said City Counselor Cindy Price has requested participation in a transportation meeting with Senator Betsy Johnson. Rohne and Thompson would like to attend.

Nebeker attended the Public Safety Coordinating Council (PSCC) and discussed the justice reinvestment grant monies. The council is considering getting restitution paid to victims. Judge Mathias suggested a restitution court to help people stay accountable. There is a grant for the state to send out a coordinator for PSCC in counties. The respite center is open and has served numbers in high teens. They are looking for a psychiatrist nurse and a psychiatrist in order to have secure beds. Getting people to show up for mental health treatment court has been a challenge. Clatsop Behavioral Healthcare is looking at early intervention for drug and alcohol abuse.

Clement said Astoria Middle School received a small grant to add Information Technology Systems to the curriculum for 6th graders. One teacher is taking his class outside and going on walking tours and using iPhones and iPads to research historic buildings in the city. Clement is happy to hear students are learning to use these devices appropriately. On Sunday is the Great Columbia Crossing which supports Columbia Memorial Hospital.

Lee recognized Melvin Jasmin who was just appointed to the Northwest Oregon Housing Authority (NOHA) Board. Jasmin has been a longtime volunteer in the community. Lee said the bank is considering releasing the trust fund collateral on Clatsop Shores. This would make the trust fund totally whole unencumbered by properties that are falling below the standards set by the state. This would facilitate the merger and allow the NOHA Board to accept the merger with Clatsop Shores to go to NOHA. The report from the inspections is that the staff has done a good job in stopping the deterioration of Clatsop Shores and improving some of the construction defects. Lee said they have a grant to try to get the old finish fishermen home and coordinate with Helping Hands to get Helping Hands on the bottom floor and some housing up above. Nebeker asked how many housing units would it hold and Lee wasn't sure because it depends on the grant. Lee said there is another vacancy on the NOHA Board, because Joyce Stuber will be retiring. Thompson said former commissioner Birky had an interest in that Board. Lee said the focus has changed with the Oregon Coastal Zone Management Association (OCZMA). They would like to work more on policy advocacy in Salem. The annual meeting will be at the first day of the AOC annual meeting.

Rohne said there are high wind warnings on Thursday and Saturday. There may be damaging winds on Saturday. Thompson said she spoke with Bijan Fayyaz, Emergency Management Coordinator, about putting out a press release to make sure people are aware in the county and thinking about emergency response.

COUNTY MANAGER'S REPORT

Moore said there is a Memorandum of Understanding (MOU) between the county and the Fair Board. Under the MOU the Fair Board and Commissioners are to meet together twice a year so Moore has scheduled a work session at the November 9th meeting. The county is now soliciting for appointments or reappointments to the Fair Board and those will be coming before the Board in December. Rohne asked if the committee can give recommendations. Moore said the intent is to let the Board know who the candidates are that have applied.

ADJOURNMENT 7:37PM

Approved by,

_____

Scott Lee, Chairperson

Clatsop County Board of Commissioners
Regular Meeting
October 26, 2016

Chair Scott Lee called the meeting to order at 6:00 pm., in the Judge Guy Boyington Building, 857 Commercial Street, Astoria, Oregon. Also present were Commissioners Sarah Nebeker, Lisa Clement, and Lianne Thompson and Dirk Rohne.

Staff Present:

Cameron Moore	County Manager
Heather Reynolds	County Counsel
David Kloss	Building Official

AGENDA APPROVAL

Nebeker made and Clement seconded a motion to approve the agenda. Motion carried unanimously.

PRESENTATION

Brett Estes, Astoria City Manager and Elain Howard, Urban Renewal Consultant addressed the Board. Estes presented an urban renewal area expansion project in the Uniontown area of Astoria. Howard said this is a substantial amendment to the existing urban plan. Per ORS 457 they are required to notify the County of this plan but no action is required by the Board. This amendment is a refresh of the area and includes:

- Bond Street improvements and retaining wall
- Re/Development Assistance including affordable housing
- Storefront Improvement Program
- Redevelopment Assistance

Estes said the Astoria Development Commission approved a grant program for businesses and property owners in the area to receive grants to improve their owned properties. There will be no increase in maximum indebtedness but there will be small annual increases in taxes due to new properties. This project began with an open house last July and plan to have it approved at a November board meeting. The Astoria Planning Commission reviewed the project and determined it falls in line with their Comprehensive Plan. Lee thanked Estes and Howard for their report. Thompson asked about Bond Street hillside stabilization and Estes said the Public Works Department has secured services of a geotechnical engineer. The design would only have sidewalks on one side of the street to avoid pulling it back further. Thompson asked if the sidewalk would be able to handle bicyclists and pedestrians. Estes said the proposed project includes a bicycle lane and would provide a dual route. Nebeker said that area will benefit from the plan and it is very positive.

BUSINESS FROM THE PUBLIC

Susana Gladwin, 82316 Hwy 103, Seaside. Gladwin said she heard that in Oregon under the Forest Protection Act fish have more rights than people do. Gladwin presented a case study done by Beyond Toxics on Oregon's industrial forests and herbicide use. Beyond Toxics has visited Astoria and when the topic was on forestry, there was standing room only.

Jessie Jones, 733 Alameda Ave., Astoria. Jones spoke of her concerns of the Sheriff's influence over the forestry issue and his scare tactics. Jones said that the cutting of trees along the highways has been excessive. She learned that the Sheriff gave a presentation to the Board in favor of more tree cutting and threatened to surround the commission building with log trucks. Jones said the Sheriff was concerned about lack of revenue he would receive if tree cutting was downsized. Jones said the Sheriff is a bully and should be worrying about the health and well-being of the community. Jones would like the Board to stand up, pull out of the lawsuit as to not increase clearcutting.

Roger Dorband, 462 6th Street, Astoria. Dorband said if the Board decides to join the class of the Linn County lawsuit it will be a defining moment. Dorband said the lawsuit was initiated and paid for by timber companies. Dorband said it is not about past monies owed to the counties by the State for insufficient timber harvest. If the state loses the suit, this would increase timber harvest going forward to avoid future lawsuits. Dorband hopes the Board will opt out of the lawsuit and work legislatively to find other means of meeting the county's fiscal needs.

Helen Westbrook, 2860 Log Bronc Way, Astoria. Westbrook understands there is an executive session scheduled after the regular meeting and assumes it will be about the Linn County lawsuit. Westbrook said the suit is intended to bring massive clear cutting and this is a classic example of being able to follow the money. There should be a balanced plan and interest shown in protecting the wildlife. Westbrook said there are 30 special districts asking to take a position on the forest management plan and their participation on the suit is not dependent on the Board. Westbrook said this can be very problematic for the county and would like the Board to think about it.

CONSENT CALENDAR

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

a. Board of Commissioners Regular Meeting Minutes 9-14-16 ..... {Page 1}
b. Board of Commissioners Regular Meeting Minutes 9-28-16 ..... {Page 5}
c. Emergency Management Budget Adjustment for 2016-17 State Homeland Security Grant Program ..... {Page 17}
d. 2016-17 State Homeland Security Grant Program Award Contract ..... {Page 41}
e. Approve the 2016-17 budget & appropriation adjustments ..... {Page 63}
f. Measure 57 Alcohol & Drug Treatment –Contract for Services ..... {Page 67}
g. FY 16-17 Adult Drug Court Alcohol & Drug Treatment ..... {Page 89}
h. FY 16-17 Mental Health Treatment ..... {Page 111}

PUBLIC HEARING

a. Ordinance 16-07 Amending and revising Clatsop County Code (2nd reading)

David Kloss, Building Official, addressed the Board with a continuation of an ordinance amending and revising the Clatsop County Code. There hadn't been a major revision since 2003 and in order to be consistent with requirements at the state level these revisions were necessary.

Lee continued the public hearing. No public testimony. Lee closed the public hearing. *Thompson moved to adopt Ordinance 2016-07 amending Clatsop County Code Chapter 15.04 to revise the*

Clatsop County Building Code and conduct the second reading by short title only and Nebeker seconded. Motion carried unanimously. Kloss read the second reading by short title only.

b. Ordinance 16-08 Community Renewable Energy Assoc. Membership (CREA) (2nd reading)

Lee continued the public hearing. No public testimony. Lee closed the public hearing. Thompson said the CREA is a cost effective way of local flexibility and it creates opportunities. *Thompson moved to adopt Ordinance 2016-08 to approve joining the Community Renewable Energy Association, conduct the second reading by short title only and authorize the chair to sign the intergovernmental agreement creating that entity and Nebeker seconded. Motion carried unanimously.* Moore read the second reading by short title only.

COMMISSIONERS' REPORTS

Thompson said Manzanita was struck by a tornado. There is a community based committee to set up objective criteria and decide who gets the money that is gathered and how much. St. Catherine's Episcopal Church is having a Christmas tea and all the proceeds will be donated to the storm victims. Thompson said the community helped the first responders manage the situation because people were flooding into Manzanita to see the damage and the volunteers helped keep them away. Thompson attended training on ham radio systems and said software can be downloaded onto a cell phone to use ham radio. Seaside High School has added the Ham Radio Club into their activities. Thompson spoke with a Red Cross volunteer who said if a catastrophic event happened in Seaside over the 4th of July where there are 100,000 extra people in town; it would be very hard to service all those people. On an average summer weekend in Seaside, there is an extra 30,000 people in town. The Seaside Convention Center will be a shelter if there is a wild fire or a flood. Thompson brought up that Eugene has created a site of tiny homes for the homeless. There are affordable tiny homes for $2500.00. The Forest Trust Land Advisory Committee had a retreat and set two goals: increase financial stability and improve outcomes. Thompson is concerned about revenue needs.

Rohne said he heard on the radio that the tax statements were inaccurate. Moore clarified that the tax statements are correct, however, some went to the wrong address. Rohne attended a fundraiser at the Ft. George for the North Coast Land Conservancy which was successful. The District Attorney wrote an article about the oversite of marijuana processing. Rohne said from a land use planning perspective an application could specifically identify something that would increase safety standards, building codes, making sure that a fire wouldn't happen. The Oregon Health Authority is supposed to oversee these growing operations but Rohne doesn't believe they make onsite visits. Rohne said Western Oregon Waste used to provide recycling services in parts of the county and now since Recology is the owner, there are many people frustrated because they have to go to Westport to drop off their recycling. Rohne wanted to clarify that a cell phone is not a ham radio.

Nebeker attended the Human Services Advisory Council (HSAC). Amy Baker, Interim Clatsop Behavioral Healthcare (CBH) Director, gave an update. CBH now has a psychiatric nurse on board and a psychiatrist who will start on November 7th. The Crisis Respite Center is fully staffed. CBH is in the process of hiring a clinical director and are continuing to update policies and procedures. Way to Wellville has a program called RX for Play; this includes healthy food

and self-calming techniques. There are more children participating than funding available so they are looking for more grants. Way to Wellville has been extended from a five year program to ten years which is exciting. Nebeker would like to see more money given to mental health through their outside agencies contributions. The amount used to be $30,000. Rohne clarified that the money is not only for mental health and the HSAC is the one who decides where the funds go to various groups through an application process. Nebeker said the HSAC has two open positions.

Clement said that during the past storm an emergency alert message was broadcasted over the radio every five minutes and it was very jumbled. Clement called the radio stations to let them know it couldn't be heard. Astoria had 44 kids turn out for cross county from the middle school which was the largest group in the league. The kids ran four to five miles each day for almost three months. Clement says Astoria middle schoolers have PE every day and most kids do extracurricular activities.

Lee said the Northwest Oregon Housing Authority is looking for another position. Lee said the Oregon Coastal Zone Management Association will be holding their meeting at the Association for Oregon Counties conference. Lee encouraged all commissioners to attend. Lee also reminded folks that the Board is seeking members for the Charter Review Board.

COUNTY MANAGER'S REPORT

Moore said at the Dec. 14th Board meeting there will be a 1st quarter update from Amy Baker of CBH. CBH invited the County Commissioners to search for members for their Board. Dr. Greg Sawyer who is a retired psychiatrist from Yakima will be a much needed addition to the CBH Board. He is still licensed in both Washington and Oregon. Moore has joined the Way to Wellville Strategic Council. They have submitted a grant application to do a feasibility study on Clatsop and Tillamook counties preschool. Rohne said they have Head Start. Moore said this focus will be from 0-3 age group and it will have a different approach than Head Start. The county is the applicant.

ADJOURNMENT 7:13pm

Approved by,

_____

Scott Lee, Chairperson

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

November 9, 2016

Issue/Agenda Title: Authorize participation in MERS litigation

Category: Business Agenda

Prepared By: County Counsel

Presented By: County Counsel and County Clerk

Issue before the Commission: Consider authorizing joining other counties in litigation against MERS.

Informational Summary: Clatsop County has been asked to join in litigation involving the Mortgage Electronic Registrations Systems (MERS). MERS is a company that established an alternate "recording" system to a county clerk's records system for identifying beneficiaries of trust deeds. MERS is shown as the beneficiary on the trust deeds recorded with a county clerk. Banks or mortgage companies using MERS can then transfer ownership of loans to another company without recording an assignment of trust deed in the clerk's records or paying a recording fee. This deprives county clerks of fees that should be paid. Clatsop County has had over 10,000 trust deeds filed since 2011 where MERS is the named beneficiary. It is believed a significant number of those loans have transferred owners during the last 5 years. In addition, MERS records are not public. It makes it very difficult to determine who the actual holder of a trust deed is, should the borrower need to contact them, which was a significant problem during the recent nationwide foreclosure crisis.

Multnomah County sued MERS several years ago, and its case has been resolved. A number of other counties are filing a joint lawsuit against MERS. Lane County is leading the action, and has hired the D'Amore Law Group (the same firm that represented Multnomah County) to handle the matter. It is currently joined by Yamhill, Coos, Washington, Crook and Linn. The D'Amore Law Group needs to have its contingency fee agreement and Common Interest Privilege Agreement executed in order to add Clatsop County to the lawsuit.

Fiscal Impact: The Contingency fee requires an upfront payment of $1,500 towards costs, and a pro-rata contribution to the costs of ligation after that. The attorneys will be paid with 35% of the proceeds if the lawsuit is successful.

Options to Consider:

1. Authorize participation in the lawsuit against MERS, and execution of the Contingency Fee Agreement and Common Interest Privilege Agreement

2. Decline to participate.

Staff Recommendation: Option #1

Recommended Motion: *"I move to authorize participation in litigation against MERS, and approve the Contingency Fee Agreement with D'Amore Law Firm and approve the Common Interest Privilege Agreement.*

Attachment List: Contingency Fee Agreement
Common Interest Privilege Agreement

COMMON INTEREST PRIVILEGE AGREEMENT

This Common Interest Privilege Agreement (this "**Agreement**") is made as of April 1, 2016 (the "**Effective Date**"), by and between the undersigned, each of whom is referred to herein as a "Party" and collectively referred to herein as the "**Parties**."

RECITALS

A. The Parties are contemplating potential litigation to challenge the MERS and their process for recording liens with Oregon County Clerks and have a common interest in the potential litigation to be brought by one or more of the Parties. The Parties desire to enter into this Agreement for purposes of organizing this potential litigation and maintaining the confidentiality and privilege of communications between the Parties.

B. In order to pursue separate but common interests, defenses, and claims effectively, the undersigned have concluded that their mutual interests will be best served by confidentially sharing, among other related confidential information, (1) proposed litigation strategies; (2) written drafts of pleadings, motions, memoranda in support of motions, affidavits, declarations, and other court filings; (3) written drafts of public statements; (4) written drafts of correspondence; (5) written drafts and final versions of confidential mediation statements and their exhibits, if any,(6) written research and analysis, (7) business and financial information, and (8) any other thoughts, mental impressions, opinions, confidences, secrets, intelligence and other information regarding the potential litigation, including this Agreement. These materials and communications, and all communications between counsel relating thereto, are hereinafter referred to as "**Common Interest Privileged Material**."

AGREEMENT

In consideration of the mutual covenants below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Counsel for the Parties will share Common Interest Privileged Material, as they deem appropriate, subject to the intention and understanding that any Common Interest Privileged Material so shared, regardless of whether such sharing occurred before or after the execution of this Agreement and regardless of whether a written Common Interest Privileged Material is marked "Confidential," is protected from disclosure to any third party by the Parties' respective attorney-client privileges, counsel's work product privileges, and other applicable privileges, including the common interest privilege, as may arise from common law, statutes, this Agreement, or any combination of these. The exchange of Common Interest Privileged Materials in accordance with this Agreement shall not diminish the confidentiality of such materials and will not constitute a waiver of any potentially applicable privilege or protection.

2. Subject to the terms of this Agreement, and except as required by law, including the Oregon Public Records Law, no Party or its counsel will disclose Common Interest Privileged Material to anyone without first obtaining the written consent of all of the other Parties to this Agreement. Notwithstanding contrary provisions of this paragraph, Common Interest Privileged Material may be

shared with (a) the Parties, (b) employees, board members, and committee members of the Parties who have a need to know, (c) legal staff and attorneys representing the Parties, and (d) any independent consultants or experts retained by counsel and assigned any task related to any litigation but only to the extent necessary to perform those tasks. Any firm or individual permitted access to Common Interest Privileged Material shall be specifically advised that any and all such material is privileged and subject to the terms of this Agreement and shall agree to maintain the confidentiality of the material and be bound by the confidentiality terms of this Agreement.

3. If any person or entity requests or demands, by subpoena or otherwise, any Common Interest Privileged Material, counsel for the Party receiving the request will immediately notify counsel for the other Parties, and all counsel will take steps necessary to permit and facilitate the assertion of all applicable rights and privileges with respect to Common Interest Privileged Material. The Parties will cooperate with each other in any proceeding relating to the potential disclosure of Common Interest Privileged Material. When any Party is requested to produce in discovery any material that is subject to this Agreement, the Parties shall confer and as appropriate claim privilege under Federal Rule of Civil Procedure 26(b)(5) or Oregon Rules of Civil Procedure 36(B), depending on jurisdiction.

4. In the event that any Party wishes to withdraw from this Agreement, counsel for the Party desiring to withdraw will promptly notify the other counsel in writing, and this Agreement shall be terminated as to the withdrawing Party. Such termination shall not affect, waive or impair the obligations of confidentiality with respect to Common Interest Privileged Material previously furnished pursuant to this Agreement, and those obligations shall survive termination of the Agreement until at least the Litigation Completion Date as defined in Section 8.

5. This Agreement does not restrain any Party's independent judgment or the ability of any Party to undertake or have their counsel undertake any litigation strategy any Party deems appropriate.

6. The Parties agree that all Common Interest Privileged Material received from the other Parties, or their counsel, shall be held in strict confidence by the receiving Party and by all persons to whom such information is revealed by the receiving Party in accordance with Paragraph 2 of this Agreement.

7. The Parties acknowledge that disclosure of any Common Interest Privileged Material in violation of this Agreement will cause irreparable harm for which there is no adequate legal remedy. The Parties agree that immediate injunctive relief is an appropriate and necessary remedy for violation of the confidentiality provisions of this Agreement. Additionally, if any Common Interest Privileged Material is disclosed by a party in violation of the terms of this Agreement, such disclosure shall not constitute a waiver of any other Party's applicable privilege or of any of its rights under this Agreement. Nor shall any negligent or unintentional disclosure to an unauthorized person waive any Party's applicable privilege or any of its right under this Agreement.

8. The term of this Agreement shall commence on the Effective Date and shall expire upon the Litigation Completion Date. For purposes of this Agreement, the "**Litigation Completion Date**" shall be date on which any litigation action filed by any of the Parties is dismissed, or a final decision is rendered, including exhaustion of all available appeals or periods for appeal. If multiple litigation

actions are filed by any of the Parties, the Litigation Completion Date shall be based on the last pending litigation action.

9. Nothing in this Agreement obligates a Party to share or exchange any information or material they may possess.

10. Nothing in this Agreement shall prevent a Party from disclosing to others or using in any manner information which the Party can show originated with that Party or information which a Party can show was lawfully furnished to or was lawfully obtained by a Party in some manner other than pursuant to this Agreement without restrictions on its disclosure.

11. This Agreement may not be modified, altered, or amended, except pursuant to an instrument in writing signed by counsel for all Parties.

12. In the event that any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall have no force or effect, but the illegality or unenforceability of such provision shall neither affect nor impair the enforceability of any other provision of this Agreement.

13. Nothing contained in this Agreement and no action taken pursuant to this Agreement has the effect of transforming any Party's counsel into counsel for any other Party or otherwise creating an attorney-client relationship or fiduciary duty for any purpose.

14. The Parties agree that the existence of this Agreement shall not be used except to enforce the terms of this Agreement or prove the continued existence of any privilege. Neither the existence of this Agreement nor the exchange of Common Interest Privileged Material shall diminish the confidentiality of such materials nor constitute a waiver of the attorney-client privilege, the work product doctrine, or any other applicable privilege or protection in any dispute between any of the Parties.

15. This Agreement shall be governed by the laws of Oregon.

16. The Parties agree that new parties may be added to this Agreement, from time to time.

17. Failure of any of the Parties at any time to require performance of any provision of this Agreement shall not limit any right of any of the Parties to enforce the provision, nor shall waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision.

18. This Agreement may be executed in counterparts, a signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement, and the assembled electronically scanned signatures shall comprise the final fully executed agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date.

ENTITY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

D'AMORE LAW GROUP

CONTINGENCY FEE AGREEMENT
Oregon

The COUNTY OF Clatsop hereinafter referred to as the "County", hereby retains the law firm of D'AMORE LAW GROUP, P.C., (hereinafter referred to as the "Attorneys"), as Attorneys for the purpose of recovery of damages resulting from the recordation of documents with the County that identify the Mortgage Electronic Registration Systems, Inc., (hereinafter "MERS") as having a beneficial interest in land.

1. To the extent required by Oregon law, the County shall deputize the Attorneys to pursue causes of action, the enforcement of which may be vested with the County.

2. The fee for legal services shall be on a contingency fee basis determined by the amount obtained either by way of settlement or by litigation. The fee shall be 35% of any award, recovery, or settlement received, or benefits conferred, or the amount of any Attorney fees awarded, whichever is greater.

3. No settlement will be made without full discussion and agreement between the Attorneys and the County, and a concurring vote by a majority of the Board of County Commissioners.

4. The Attorneys fee is entirely contingent and shall be obtained only from the proceeds of this case. It is understood that, excluding expenses, in the event that no compensation or recovery is procured for Client, no fee will be due or owing to Attorneys.

5. Court costs, private investigator, expert witness fees, and other authorized expenses are to be paid by the County and are in addition to the above legal fee. The Attorneys shall advance these costs and will seek reimbursement of costs on a periodic basis. County authorizes the Attorneys to pay any of the above expenses out of the share of any settlement, judgment, or award accruing to the County. All costs above $1,500.00 must first be approved by the County Attorney.

6. Except as limited by paragraph 5, the County acknowledges and accepts that the Attorneys reserve the right to assign all or any portion of the work to be performed between themselves or to other Attorneys or associates, at the Attorneys' expense, and to utilize legal assistants and investigators or others working under the Attorneys' supervision.

7. Except as limited by paragraph 5 the Attorneys have express authority to employ, at their discretion, investigators and other experts whose fees shall be chargeable as costs pursuant to Paragraph 5 above.

8. The County is obliged to reasonably cooperate with the Attorneys and others working on the County's case, and the County understands that failure to so cooperate constitutes cause for the Attorneys to withdraw from further representation. Such cooperation includes keeping appointments, preparing for and giving depositions, producing documents, appearing for scheduled court appearances, and payment of moneys advanced.

9. It is understood that the Attorneys have not accepted the County's case and will not act as the County's Attorneys until the County has signed this agreement.

10. Attorneys have made no warranties as to the successful disposition of the County's case, and all expressions made by Attorneys relative thereto are matters of Attorneys' opinion only.

11. County acknowledges that Attorneys will accept the case on a contingency basis in lieu of an hourly fee at $550.00 per hour. Should County decide to terminate the lawsuit or claim without settlement or trial against the recommendation of Attorneys, County agrees to compensate Attorneys for the time

expended on this matter at the higher of the aforementioned hourly rate or a pro rata percentage of any result obtained.

12. Should the County elect to accept a settlement at any stage of the proceedings that includes structured or other non-cash payments, it is agreed that the Attorneys fees shall be calculated on the present money value of the total settlement, or if the settlement involves non-monetary value, in accordance with the Rules of Professional Conduct, whichever is greater. Additionally, it is agreed that payment of the Attorneys fees shall be in a lump sum payable at the time of the settlement.

13. In the event that fees are recovered in this action from any adverse party, then it is expressly understood that this contract is not to be construed in any way as a limitation on the maximum reasonable fee to be awarded to the Attorneys by the Court.

14. It is agreed and understood that some portion of the Attorneys' compensation may be upon a contingent fee basis and if no recovery is made, the County will not be indebted to the Attorneys for that portion of the Attorneys fees. If after reasonable investigation of such claim or claims, it is determined that it is not feasible to prosecute such claim, upon discovery of such fact, the Attorneys may withdraw from representation under this agreement.

D'AMORE LAW GROUP, P.C.	**COUNTY OF CLATSOP**
_____	_____
Thomas D'Amore	**CLIENT'S SIGNATURE**
DATE: _____, 20____	DATE: _____, 20____

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