



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

Wednesday, April 26, 2023

BOARD OF COMMISSIONERS:

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

commissioners@co.clatsop.or.us

CONTACT:

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Astoria, OR 97103
Phone (503) 325-1000
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www.co.clatsop.or.us

Join the meeting from your computer, tablet or smartphone ([Zoom link](#))

You can also dial in using your phone.
1-253-215-8782

Meeting ID: 503 325 1000
Passcode: 384761

Public Testimony

You must register in advance if you want to provide testimony virtually on public hearings or speak at the designated time. There are three ways to do this: On our website at [public comment](#), emailing commissioners@co.clatsop.or.us or by calling 503-325-1000. Once registered, we will notify you when it is your opportunity to speak for a two-minute comment. You also may submit written comments which will be provided to the Board and submitted into the record.

WORK SESSION: 5:00 PM

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

Discuss Formal Agenda

TOPICS:

- [1.](#) Ambulance Service Area Advisory (ASAA) Committee {5 min} {Page 3}
 - [2.](#) Ethics Training {15 min} {Page 14}
-

REGULAR MEETING: 6:00 PM

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

FLAG SALUTE

ROLL CALL

AGENDA APPROVAL

PROCLAMATION

3. Asian American and Pacific Islander Heritage Month Proclamation {Page 15}

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

CONSENT CALENDAR

- 4. Board of Commissioners Minutes 3-22-23 {Page 18}
- 5. State Homeland Security Program (SHSP) Grant Amendment 19-215-2 {Page 27}
- 6. 2023-24 Assessment and Taxation CAFFA Grant Application {Page 29}
- 7. Contract for Bulk Fuel Purchase {Page 33}
- 8. Purchase of Oil for the Chip Sealing Program {Page 39}
- 9. Proposal to Further Amend Ambulance Service Franchise Agreement {Page 45}
- 10. Scheduling a Public Hearing regarding the Dissolution of the Skipanon Water Control District and approval of the Financial Statement {Page 58}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

BUSINESS AGENDA

- 11. City of Warrenton – Quit Claim Deed {Page 62}

PUBLIC HEARINGS

- 12. ORDINANCE 23-01: LAWDUC REVISIONS “Trucking Terminal” and Rural Community Commercial (RCC) Zone {Page 69}

GOOD OF THE ORDER

ADJOURNMENT

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

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

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

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

April 26, 2023

Topic: Ambulance Service Area Advisory (ASAA) Committee Appointments
Presented By: Tiffany Brown, Emergency Manager

Informational Summary:

The ASA Advisory Committee meets quarterly to review the ASA Plan, gather input, recommend revisions and hear concerns regarding the service provided by Medix. The Committee is facilitated by the County Emergency Manager and staffed by the Public Health Director and/or County Health Officer.

The following is current committee roster:

APPLICANTS			
Name	Commissioner District	Occupation	Term Expiration
Brian Alsbury	1	Fire Chief	6/30/26
Agnes "Kathy" Gantz	2	Registered Nurse PSH	6/30/26
Jill Tillotson	3	Registered Nurse CMH	6/30/25
Shelly Solum	4	Office Manager	6/30/26
Kyle Gorman	5	Retired	6/30/26
Bonnie Thompson	4	Healthcare Consultant	6/30/26
CURRENT MEMBERS			
Mark Reckmann	5	Fire Chief	6/30/2024
Duane Johnson	5	Realtor	6/30/2023
Regina Mysliwec MD	3	Physician	3/10/2023
Jill Tillotson	3	Registered Nurse	6/30/2023
Lila Wickham	5	MRC Coordinator	3/10/2024
Thomas Duncan, MD	3	Physician	N/A
Tom Strecker	2	Medix Manager	N/A
Shannon Berry, MD.	3	Physician	7/2024

The ASAA Committee has the need to fill 6 positions-- one reappointment and 5 vacant positions. Two of the vacant positions (a 2nd registered nurse and 2nd fire representative) were recently created

to enhance membership. The remaining three vacancies are Citizen member positions that are either currently unfilled or set to expire June 30.

Jill Tillotson is seeking reappointment for a third term ending 6/30/25 and represents Columbia Memorial Hospital in filling a registered nurse position. Tillotson has served as vice-chair for the past several years.

Agnes “Kathy” Gantz is a registered nurse who serves in the emergency room at Providence Seaside Hospital. She has applied to fill a first term ending 6/30/26 as the 2nd registered nurse position that was recently created to ensure representation by both hospitals.

Brian Alsbury has indicated interest in the 2nd fire position, which was recently created to ensure a voice for both city and rural fire service agencies. With a rural fire chief already serving on the ASAA, Alsbury would fill the city department vacancy expiring 6/30/26.

With respect to the three Citizen member positions, the Committee received three applications: Shelly Solum, Kyle Gorman, and Bonnie Thompson each applied to serve as Citizen members on the ASAA Committee for terms ending 6/30/26. Each brings relevant skills, knowledge and experience to the position(s).

At the April 11 meeting, the ASAA Committee reviewed applications, engaged in discussion, and made motions to recommend applicants.

Attachment List

- A. ASAA Meeting Minutes DRAFT for 04/11/23
- B. Committee Applications

Committee Vacancies: Submission #48

Date

Tue, 02/21/2023 - 00:00

Applicant Information

Shelly Solum

35441 Homer Ln

Astoria. 97103

solum9183@q.com

5034405059

Current Occupation

Office Manager

Years Resident of County

55

In which Commissioner District do you reside?

4

Committee, Board or Commission Applied For

Ambulance Service Advisory Council

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

I was employed at Medix Ambulance from 1993 - 2012. I was an EMT, I also trained as a dispatcher, the wheelchair van supervisor, and also created the reports for this committee. I also was a volunteer at Lewis & Clark fire

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

I would love to see the process from the other side.

Committee Vacancies Application: Submission #47

Date

Thu, 02/09/2023 - 00:00

Applicant Information

Bonnie Thompson
94486 Rudat Road
Astoria. 97103
emailbonniethompson@gmail.com
503-338-9074

Current Occupation

Consultant - Health Care

Years Resident of County

10

In which Commissioner District do you reside?

4

Committee, Board or Commission Applied For

Ambulance Service Advisory Council

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

Bonnie M. Thompson
94486 Rudat Road, Astoria, OR 97103
503-338-9074, emailbonniethompson@gmail.com
<https://www.linkedin.com/in/bonniemthompson>

SUMMARY

Innovative, energetic, creative and compassionate change leader with a proven record of setting and attaining strategic goals. Thrives in a fast-paced, relationship-based environment. Skilled at designing and implementing data-based solutions. Delights in leading teams toward action-based solutions to complex challenges. Views the world as

an adventure with endless opportunities.

☐ Performance Improvement ☐ Change Management ☐ Leadership
☐ Innovation ☐ Technology ☐ Project Management Professional (PMP)

PROFESSIONAL COMPETENCIES

Leadership:

- Served as Chief Operations Officer, Chief Nursing Officer, Interim Chief Executive, Assistant VP of Organizational Excellence, and Director of Health System Improvements.
- Introduced concept and spearheaded initial journey to become a High Reliability Organization.
- Coached Hospital Executive teams across multi-state health system during intensive performance improvement initiatives. (For results see first bullet under Performance Improvement.)
- Built culture of patient safety through implementation of TEAMSTEPPS program in two organizations.
 - o Resulted in over 270 days with no falls and 360 days with no hospital acquired pressure ulcers.
- Started clinical documentation improvement program that resulted in \$1 million increase in DRG payments during its first year.

Performance Improvement:

- Significantly improved strategic patient safety indicators: Medication errors reduced by 23%; 1,000+ days with no central-line associated blood stream infections (CLABSI); and no preventable venous thromboembolism (VTE) for over 500 days.
- Improved both inpatient (7% increase) and emergency department (12% increase) patient experience scores through system-wide hourly rounding initiative.
- Facilitated the design and implementation of projects that resulted in \$21.9M of validated return for a 4.5:1 ROI in 18 months.
 - o Project specific results included:
 - ☐ 50% decrease in emergency department boarding hours
 - ☐ 46% decrease in inpatient diversions
 - ☐ 55% decrease in emergency department diversions
 - ☐ 30% decrease in left without being seen rate
 - ☐ 40% decrease in bed placement times for admitted patients
- Implemented first pay-for-performance program for health plan contracted providers. Improvements made in most focus areas during first year.
- Led Lean projects, Kaizen events, process mapping activities, and failure mode effect

analyses that resulted in improvements to community communication, revenue cycle, medication safety, and delivery of surgical supplies.

- Developed new processes: concurrent core measure review process that increased all value-based purchasing scores, with many at 100% compliance, resulting in value-based purchasing bonus increases of \$450,000 in first year.

Change Management:

- Led successful initial NCQA accreditation effort with score of 97.2/100.
- o Selected to participate in two national collaborations to develop best practices for new HEDIS measure implementation.
- Created individual provider profiles to display performance data with specialty comparative information.
- Restructured staffing patterns to meet nationally benchmarked productivity metrics in all inpatient nursing departments and eliminated use of agency nursing.
- Led system wide collaborative that shared best practices built on actionable data.

Innovation:

- Opened a free-standing crisis/respite facility for patients with mental illness by forming multi-agency joint venture. New facility provided alternative to patients being held in local emergency rooms for extended periods of time.
- Started first rural Program of All-inclusive Care of the Elderly (PACE) program in Oregon.
- Implemented direct to patient tele-behavioral health system in 13 Oregon counties.
- Created tele-health connections between air ambulance services, regional trauma center, and local emergency department.

Technology Solutions:

- Developed real-time and retrospective throughput operations software. Facilitated incorporation of software into operational improvement activities at system, hospital, unit and individual caregiver levels.
- Partnered with HIE software company to develop behavioral health related metrics.
- Project lead for numerous software implementations including: EPIC, Meditech, Midas/Statit, NetSmart, HMS Essette, PolicyStat, and MultiScale.

Clinical:

- Family Practice Nurse Practitioner – Emergency Department, Family Practice and Community Mental Health
- Registered Nurse – Critical Access Hospital, Inpatient Psychiatric Facility

State Level Committees/Boards:

- Member of Oregon Health Authority Health Information Technology Oversight Committee.
- Appointed Board Member to Oregon Patient Safety Commission to fill hospital representative seat.
- Selected to Governor's taskforce to develop rules for Early Discussion and Resolution Law.

WORK HISTORY

Senior Manager, Press Ganey September 2019-Present

South Bend, IN

Healthcare consultant working with health plans, hospital systems and medical clinics throughout the United States and other countries to improve patient experience and safety.

Director, Health System Improvements: January 2017 – September 2019

Greater Oregon Behavioral Health, The Dalles, OR

Behavioral Health partner in Coordinated Care Organizations that serve 17 rural and frontier counties throughout Oregon. Working with community health care providers, social services agencies, and payers to develop and operationalize a coordinated and increasingly integrated delivery system. Created new department to oversee organizational excellence, quality improvement, patient safety, accreditation, credentialing, utilization management, and member services.

Senior Operations Partner: March 2015 – January 2017

Providence St. Joseph Health, Renton, WA

As an internal operations consultant led groups of executives, providers and operational leaders in the development of transformational solutions to improve patient care and financial outcomes. Mentored and coached managers while implementing performance improvement and culture change initiatives. Worked with hospitals throughout the system to design the operational structures needed to achieve strategic goals.

Chief Operations Officer/Chief Nursing Officer: September 2012 – March 2015

Chief Executive – Interim

Providence Seaside Hospital, Seaside, OR

Oversaw operation of 25-bed critical access hospital with multiple hospital-based clinics that is part of an integrated multi-state healthcare system.

Assistant Vice President, Organizational Excellence: January 2012 – September 2012

Administrative Director of Organizational Excellence: October 2009 -December 2011

Director of Patient Safety: July 2008 - October 2009

The William W. Backus Hospital, Norwich, CT

Created new department to oversee quality improvement, regulatory readiness, infection control, patient safety, patient experience, clinical documentation improvement, and provider performance programs for community health system.

Clinical Services Administrator: March 2007 - June 2008

Performance (Quality) Improvement Program Manager: September 2005 - June 2008

Ferry County Memorial Hospital, Republic, WA

Oversaw all aspects of patient care for 25-bed Critical Access Hospital (CAH).

Nurse practitioner: mental health, emergency and family practice: April 2005 - June 2008

Registered Nurse: November 2004 - November 2005

Ferry County Memorial Hospital, Republic, WA

Registered Nurse: inpatient psychiatric: June 2003 - June 2004

Kitsap Mental Health, Bremerton, WA

LICENSES AND CERTIFICATIONS

- Registered Nurse (RN) # 201242924RN. State of Oregon. Expires 9/23/2021.
- Project Management Professional (PMP). Expires 12/21.

EDUCATION

- Master of Business Administration George Washington University Washington, DC
- Master of Science in Nursing Seattle University Seattle, WA
- Bachelor of Science, Business Administration University of Maine Orono, ME

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

As a former Emergency Department nurse practitioner in a rural community and in my prior role as the Chief Operating Officer/Chief Nurse at Providence Seaside I understand the importance of first responders to our community. These amazing individuals who are willing to drop everything (often without getting paid) to take care of their neighbors and visitors to the area are quiet literally for some, the lifeblood of our community.

Working to assure that our county has the resources it needs to care of its citizens would be a privilege. We live in a beautiful, but remote corner of the world and we need to be

creative and thoughtful to make sure we can provide this essential service to those in need.

My hope is that my extensive background in healthcare and my familiarity with Clatsop County (I have lived in Gearhart, worked in Seaside, own a farm in Svensen, and have recently moved to Brownsmead) would be a good addition to the Ambulance Service Advisory Council.

Thank you for considering my application.



Clatsop County

County Manager's Office

800 Exchange St., Suite 400

Astoria, Oregon 97103

www.co.clatsop.or.us

Phone (503) 325-1000

Fax (503) 325-8325

MINUTES

Ambulance Services Area Advisory Committee Meeting

Tuesday, April 11, 2023 at 1:00 p.m.

1. **Call to Order**

Jill Tillotson called the meeting to order at 1:02. In attendance were Tom Strecker, Jiancheng Huang, Justin Gibbs, Tiffany Brown, Marc Reckmann, Bridgette Blakesley, Commissioner Pamela Wev, Agnes Gantz, Blaine Myers (Life Flight), Hannah St. Denis, Nicole Bales.

2. **Approval to Minutes/Agenda**

Reckmann made and Strecker seconded a motion to approve the minutes from the January meeting, which passed unanimously.

3. **Old Business**

a. Update on Medix Revised Protocols. Strecker reported on the effect of the franchise agreement amendment in October to modify coverage requirements in an effort to restore call times, which had fallen below the required 90%. The quarterly reports suggested a return to meeting the 90% requirement, but Strecker indicated that the amendment had actually had little-no effect. The amendment allowed Medix to staff ambulances with Intermediate EMTs due to fill a gap left by the paramedic shortage, but Strecker advised that there is also an industry shortage of IEMTs. He said advanced classes began the week before, and he anticipates more IEMTs in the area by summer. The franchise agreement amendment was executed in October for a period of six months, and Strecker requested an additional extension. Reckmann said he supported giving Medix the tools to support improve service, especially with summer ahead and employee shortages still at play. *Reckmann made and Tillotson seconded a motion to extend the franchise agreement amendment an additional 6 months, and the motion pass unanimously.*

4. **New Business**

a. Medix Quarterly Reports. Strecker presented to the group regarding the quarterly reports, explained the numbers, and addressed specific questions. A general discussion ensued regarding several elements of the ASA system to include current metrics and response zones. With respect to the quarterly reports presented by Medix and the periodic assessment form completed by the County to ensure compliance, the group agreed that more could be considered in terms of metrics because the current lens was relatively limited. Tillotson recommended adding facility transport time to the quarterly reports. Strecker provided some background on how the current response zones were

simplistically determined, and he illustrated using a couple specific addresses how expected call times based on current zones were not realistic yet still affected the response statistics. There was general consensus that they should be reestablished.

c. Committee Appointments. The Committee considered 7 applications for the 6 vacancies: Registered nurse (2), Fire representative (1), and Citizen (3).

Jill Tillotson indicated interest in seeking reappointment for a third term and represents Columbia Memorial Hospital in filling a registered nurse position. Agnes “Kathy” Gantz is a registered nurse who serves in the emergency room at Providence Seaside Hospital. She has applied to fill the 2nd registered nurse position. *Reckmann made and Strecker seconded a motion to recommend Tillotson and Gantz for the Registered Nurse position(s), and the motion passed unanimously.*

Brian Alsbury applied for the 2nd fire position, which was recently created to ensure a voice for both city and rural fire service agencies. With a rural fire chief already serving on the ASAA, Alsbury would fill the city department vacancy expiring 6/30/26. *Reckmann made and Strecker seconded a motion to recommend Alsbury for the Fire Representative position, and the motion passed unanimously.*

With respect to the three Citizen member positions, the Committee received four applications, including one from Mysliwiec for reappointment. Additionally, Shelly Solum, Kyle Gorman, and Bonnie Thompson each applied to serve as Citizen members on the ASAA Committee for terms ending 6/30/26. The group discussed each applicant, and there was a desire to recommend all four based on the tremendous skills, knowledge and experience each could bring to the position, but they decided to table the decision until a later date when they had more time to discuss before making a final decision.

5. **Member Committee Reports**

The committee reports were not presented due to a time constraint.

Adjourn at 2:05 p.m.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 26, 2023

Agenda Title: Ethics Training
Category: Business Agenda
Presented By: Anthony Pope – County Counsel

Issue Before the Commission: Ethics Training

Informational Summary: Overview of Oregon government ethics with a focus on conflicts of Interest, election laws and personal financial gain.

Fiscal Impact: None

Attachment List

- A. PowerPoint Presentation – To be submitted at a later date.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 26, 2023

Agenda Title: Asian American and Pacific Islander Heritage Month Proclamation
Category: Proclamation
Presented By: Maria Warren

Issue Before the Commission: Proclaiming May 2023 as Asian American and Pacific Islander Heritage Month
Informational Summary: After decades of effort (starting back in 1977), 1992 marked the passage of [federal legislation](#) designating May as Asian American and Pacific Islander Heritage Month.
Today, this proclamation recognizes the month-long commemoration of Asian American and Pacific Islander history, achievements, and contributions.
Fiscal Impact: None.

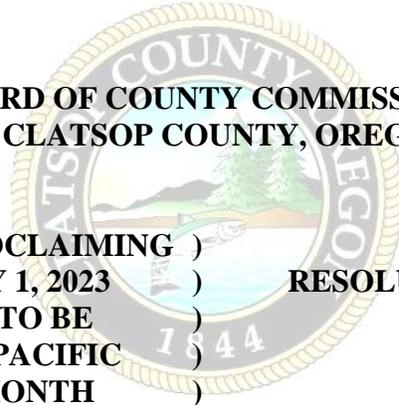
Requested Action:

Approve Resolution and Order proclaiming May 2023 as Asian American and Pacific Islander Heritage Month and authorize the Chair to read, then sign the proclamation.

Attachment List

- A. Resolution and Order

**THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**



**IN THE MATTER OF PROCLAIMING)
THE PERIOD FROM MAY 1, 2023) RESOLUTION AND ORDER
THROUGH MAY 31, 2023 TO BE)
ASIAN AMERICAN AND PACIFIC)
ISLANDER HERITAGE MONTH)**

WHEREAS, Asian and Pacific Islander Americans today represent vastly diverse ethnic groups, including individuals who immigrated to the United States or whose ancestors originated from the continent of Asia and the numerous Pacific Islands known as Melanesia, Micronesia and Polynesia; and

WHEREAS, for more than 200 years, Oregon and its history, economy, and culture have benefited from the skills, talents, and strength of Asians and Pacific Islanders who have lived and worked in Oregon; and

WHEREAS, in the early 1800s, trade vessels brought Kānaka Maoli (Native Hawaiians) to Astoria. They worked as laborers and boat builders. Kānaka were often treated poorly in the fur trade, even though their contributions to the industry caused locals to highly value their continued migration to the area. As a result, there was a significant population of Native Hawaiians throughout the Pacific Northwest during this time; and

WHEREAS, Chinese immigrants first came to Oregon in the late 1850s. By the 1880s, Astoria had thirteen Chinese residents. A decade later, that number would grow to 2,317 residents of Chinese descent, accounting for a full one-third of Clatsop County's population; and

WHEREAS, continued labor demands in the early 1900s led to an increase in immigrants from Japan and the Punjab region of the Indian subcontinent to Clatsop County; and

WHEREAS, the local Punjabi community was instrumental in the formation of the Ghadar Party—an international organization dedicated to Indian independence from Britain. They conducted their foundational meeting at Astoria's Finnish Socialist Hall on May 30, 1913; and

WHEREAS, for generations, individuals of Asian and Pacific Islander descent have courageously strived to bring their hopes and dreams to life, and forged a proud legacy; often in the face of severe racial bias, discrimination, and legislation; and

WHEREAS, the vibrant history and diverse cultures of Asian Americans and Pacific Islanders residing in Clatsop County are to be honored and respected as a central part of our community's story.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Clatsop County Board of Commissioners does hereby proclaim May 1, 2023 through May 31, 2023 as

“Asian American and Pacific Islander Heritage Month”

in Clatsop County and encourages all community members to join in this observance and celebration, honoring the history and contributions of people of Asian and Pacific Islander descent.

DATED this 26th day of April 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Board Chair

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**Clatsop County
Board of Commissioners
Minutes
Wednesday, March 22, 2023**

REGULAR MEETING: 6:00 PM

FLAG SALUTE

ROLL CALL

PRESENT

Commissioner Lianne Thompson
Commissioner Pam Wev
Commissioner John Toyooka
Vice Chair Courtney Bangs
Chair Mark Kujala

AGENDA APPROVAL

Chair Kujala stated the agenda was reviewed during the work session.

Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to approve the agenda as amended.

Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala

PROCLAMATION

2. Child Abuse Prevention Month Proclamation {Page 5}

Public Affairs Officer Angelini presented details of the proclamation to raise awareness of child abuse issues and the need for prevention. She cited statistics about child abuse and advised on how to report suspected abuse or neglect.

Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson to approve the Resolution and Order proclaiming April 2023 as Child Abuse Prevention Month and authorize the Chair to read, then sign the proclamation.

Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala

Chair Kujala read the proclamation declaring April 2023 as Child Abuse Prevention Month in Clatsop County.

3. Problem Gambling Awareness Month Proclamation {Page 9}

Health Promotion Specialist Reilly presented the proclamation to raise awareness of problem gambling. She shared information about the negative impacts of problem gambling and cited statistics about gambling youth in the county.

1 *Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson to*
2 *approve the Resolution and Order proclaiming April 2023 as Problem Gambling*
3 *Awareness Month and authorize the Chair to read, then sign the proclamation..*
4 *Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner*
5 *Toyooka, Vice Chair Bangs, Chair Kujala*
6

7 Chair Kujala read the proclamation declaring April 2023 as Problem Gambling
8 Awareness Month in Clatsop County.

9
10 **BUSINESS FROM THE PUBLIC**

11 Rick Bowers, 357 Commercial, Astoria, referred to a chart contained in a handout which
12 indicated that states with higher rents had higher rates of homelessness. The
13 ECONorthwest report said that high rents were to blame for the severity of the
14 homelessness crisis. Economists have demonstrated that housing affordability, not
15 personal circumstance, was the key to predicting the severity of homelessness. An
16 estimated 10 percent increase in rent led to a 13 percent increase in homelessness. His
17 analysis indicated that median rents explained 43 percent of the variance in
18 homelessness rates. From 2010 to 2016, Oregon created 63 new housing units for
19 every 100 households. An economic policy review says that if policy advocates were
20 interested in reducing housing costs, they would start with zoning reform.

21
22 **CONSENT CALENDAR**

23 Commissioner Toyooka asked how the dispatch services agreement affected the
24 response for the rest of the rural areas in the County.

25 Sheriff Phillips said the City of Gearhart do not have an overwhelming number of calls
26 for service and they the Sheriff's Office is only down one position which they are looking
27 to fill, so they are in a pretty good spot. He believed this was a great opportunity to
28 support the City of Gearhart because they are part of the community and their one
29 officer has not had a day off in a very long time. He was honored that the City looked to
30 the County. This is an act of good will for a short period of time. The Sheriff said he
31 believed the County would be okay. Based on the call volumes, he believed the County
32 could provide County-level service. They would not be in Gearhart all the time, but they
33 would respond to Gearhart just as they do to the unincorporated areas of the County.
34 The average response time is less than 20 minutes for regular calls. That would be
35 better than calling Gearhart's one officer on his day off or just after he completed a 12-
36 hour shift.

37 Chair Kujala said the agreement was a testament to the trust Gearhart had in the
38 Sherriff's Office and the County appreciated Staff's willingness to help by providing
39 mutual aid.

40 Commissioner Wev thanked the Sherriff for providing the Board with thorough
41 information.

1 Commissioner Thompson said she was looking forward to the Sherriff's upcoming
2 update on public safety.

3 *Motion made by Vice Chair Bangs, Seconded by Commissioner Wev to approve the*
4 *Consent Calendar.*

5 *Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner Toyooka,*
6 *Vice Chair Bangs, Chair Kujala*
7

8 4. Board of Commissioners Meeting Minutes 2-22-23 {Page 11}

9 5. Public Works Custodial Contract - Amendment No. 1 {Page 17}

10 6. Dispatch Services Agreement {Page 25}

11 7. Project Turnkey 2.0 {Page 29}

12

13 **COMMISSIONER'S LIAISON REPORTS**

14 Commissioner Thompson reported that the Department of Land Conservation and
15 Development (DLCD) held workshops on sea level increase and coastal erosion. The
16 flooding south of Seaside has begun to encroach on to the highway. She attended the
17 Oregon Department of Transportation (ODOT) open house to discuss their request for
18 funding to study the US 101 Circle Creek Seaside flood mitigation. The next ODOT
19 open house was in Tillamook and online on March 23rd. She recommended the Board
20 have a joint work session with the Planning Commission to discuss the impact of
21 flooding on public infrastructure. She reported that she had been working with the
22 Association of Oregon Counties (AOC) to develop relationships so that people all over
23 the state know about Clatsop County.

24 Vice Chair Bangs reported that she was working with the Northwest Senior Disability
25 Services on their budget. She also reported that CFTLC would not be meeting for
26 awhile and the Fair Board was preparing for the fair by holding work sessions. She also
27 reported she was glad that she could now pump her own gas. She never understood
28 why pumping one's own gas was illegal.

29 Commissioner Wev reported that she attended two of the DLCD meetings on sea level
30 rise, which were poorly attended. She wanted more Staff to get involved in the DLCD's
31 work because their project would be good for county-wide public information and
32 training for citizens about what to do in subduction zone catastrophes.

33 Commissioner Toyooka reported that the Clatsop Economic Development Resources
34 (CEDR) awards would be on April 6th. The event is a great example of the hard work,
35 perseverance, and dedication from the some of the community members and a
36 wonderful way to spotlight them and see what they are doing. He also reported that
37 NACO Veterans had a meeting and he reported that they have a program where the
38 veteran can speak to another veteran who had actually been in their boots. Marines
39 have been places and have done things that normal humans have not and it's nice to
40 have that network available. As he learned more, he would pass on information to Staff.

41

1 **COUNTY MANAGER'S REPORT**

2 County Manager Bohn reported that Staff would coordinate with anyone who wanted to
3 attend the CEDR awards event because registration was required. He also reported that
4 Clatsop Community Action (CCA) just hired a Veterans Service Officer.

5
6 **BUSINESS AGENDA**

7 8. Appeal of Hearings Officer Decision – JJG ORE LLC Variance {Page 37}

8 Planner Sisson presented the Staff report on the appeal of the JJG ORE LLC
9 variance request, which was denied by the hearings officer.

10 Commissioner Thompson stated there was clearly a conflict. She referred to a
11 map, which was displayed on the screen and said the house was jammed in. She
12 questioned whether the criteria the denial was based on had always been
13 applied to variance requests.

14 Planner Sisson stated this was the first variance he had worked on, but he and
15 the Hearings Officer were interpreting the criteria the same way. However, the
16 Hearings Officer came to a different conclusion than he did because he was
17 more strict about reasonable use of the land.

18 Commissioner Thompson said that in the five years she sat on the Planning
19 Commission, she never heard that criteria when considering a variance request.
20 She wanted to do the legally proper thing, but this would end up at the Land Use
21 Board of Appeals (LUBA) anyway. She asked what was the cheapest and most
22 efficient way to resolve this conflict.

23 Planner Sisson responded that the Commission had four options. Three of the
24 options would include this issue coming back before the Commission in a hearing
25 and the other option would be to deny a review.

26 Commissioner Thompson stated the shortest and cheapest resolution would be
27 to let the Hearings Officer's decision stand. Someone else would take the issue
28 to LUBA where legally qualified people would make a decision.

29 Chair Kujala said he did not agree with the Hearings Officer's decision.

30 Vice Chair Bangs asked if the variance was denied for any other reason. No
31 waterways were being impacted and there was no environmental impact. She
32 supported property rights and she understood the purpose of a variance.
33 However, this request seemed logical.

34 Planner Sisson confirmed the primary reason for denial was that the Hearings
35 Officer found that the variance requested was not the minimum necessary to
36 have reasonable use of the land. The opponents had demonstrated that the
37 Applicant could meet all of the setback by building a smaller house. The variance
38 criteria are very clear. The conditions on the property must be so unique and
39 unusual and apply only to that property such that without a variance or through
40 strict application of the Code, the Applicant would be deprived of reasonable use

1 of the property. The Staff report defined reasonable use based on the existing
2 development in the neighborhood.

3 Commissioner Wev said she was astounded by the vitriol from the neighbors
4 during the hearing because the houses in the neighborhood are very close
5 together. The neighbors who commented knew a lot about zoning and cited
6 concerns about their view corridors. However, conditions of approval were added
7 to prevent vegetation from blocking views. She asked why the neighbors were so
8 opposed to the request.

9 Planner Sisson responded it was possible that the area was contentious about
10 replacing houses. However, he believed the primary concern of the opponents
11 was the view. Two people who owned property on the east side of the street
12 believed their views would be impacted by the width of the house and the shape
13 of the roof.

14 Commissioner Wev stated the proposed house would be a couple of feet shorter
15 than the existing house. Additionally, the beach access provided a wider view
16 corridor because it was paved. She was concerned that the Hearings Officer
17 would be vulnerable in a LUBA case. It was unusual that the hearing was not
18 continued and that there was no opportunity for rebuttal testimony.

19 Planner Sisson believed the hearing was conducted correctly. All parties were
20 given the opportunity to present their arguments and the Applicant was given the
21 opportunity to provide rebuttal testimony. Additionally, no one requested a
22 continuance during the hearing.

23 Planner Sisson said the Staff report included data from the neighborhood about
24 lot size, lot width, and dwelling size. However, the Hearings Officer's decision
25 was not based on that kind of analysis.

26 Commissioner Wev said the neighbors were not doing it the same way. The
27 houses in this neighborhood are very close together and are quite different from
28 each other. She did not believe there were any sensory issues. She believed the
29 conditions of approval address the opponents' issues.

30 Chair Kujala agreed.

31 Vice Chair Bangs stated she wanted to support the property owner and she did
32 not want to deny a review because everyone deserved the opportunity to express
33 themselves when they requested that opportunity. However, denying a review
34 could be the quickest way for the Applicant to get approval to build on the
35 property. She asked how Staff recommended the Commission help the property
36 owner quickly.

37 Chair Kujala reminded that the Commission had four options. One of those
38 options was to review the record, which he believed was the simplest way for the
39 Commission to go forward.

40 Planner Sisson stated he was a neutral party and the Hearings Officer was a
41 very experienced land use attorney. The Applicant and the opponents have
42 attorneys as well, so a review would be a deep dive into the technicalities of the

1 criteria, precedents, and the law. All four options include the opportunity to
2 appeal this issue to LUBA.

3 Vice Chair Bangs said she did not want to set a precedent of denying property
4 owners their basic property rights. She asked if the Applicant's ability to move
5 forward would be impeded if the Commission denied a review.

6 Commissioner Thompson heard that the more complicated the issue is, the
7 longer it takes and the more money it costs. It was a shame that the neighbors
8 could not welcome new property owners who wanted to build an energy efficient
9 house that would be better for the environment.

10 Director Henrikson clarified that if the Commission denied a review, LUBA's
11 decision would not be impacted. She understood Vice Chair Bangs' support of a
12 property owner's right to develop within the Code. However, this Applicant was
13 requesting something above and beyond what is normally allowed. The request
14 could be denied by LUBA, appealed to the circuit court and denied, and then
15 appealed all the way to the Supreme Court and still be denied. Regardless of the
16 outcome, the property owner still has the ability to build on their property. The
17 variance process is not intended to help people build their dream house; it is
18 intended to help people who need relief from the rules in order to do anything
19 with their property.

20 Commissioner Wev added that LUBA is supposed to make their decision based
21 on the merits of the case, so the Board's opinion would not have any
22 consequence on their decision. Denying a review would not have any impact.

23 Planner Sisson reviewed the Commission's four options.

24 Chair Kujala agreed with Commissioner Thompson that the Commission should
25 deny a review.

26 Vice Chair Bangs asked for clarification.

27 Planner Sisson said Option #2 would allow the Board to review everything in the
28 record without accepting any new evidence. Option #4 would be a completely
29 new hearing.

30 Chair Kujala feels that denying the review would be the most prudent way to go
31 forward.

32 Vice Chair Bangs said she doesn't feel right denying the review.

33 Planner Sisson clarified that the proposal would meet the maximum height of 18
34 feet.

35 Chair Kujala reminded that the Applicant still had the opportunity to build a house
36 without a variance.

37 Commissioner Wev came to the meeting knowing how she was going to vote, but
38 now she had no idea how to vote. If the Board went with Option #2 that would
39 mean to re-hear the hearing which would be a way of responding to constituents
40 about how the Commission felt about this issue. However, she was sure this
41 would go to LUBA.

1 *Commissioner Thompson stated she would move to deny a review because she*
2 *wanted to expedite the process.*

3 *Motion made by Commissioner Thompson, Seconded by Chair Kujala to deny a*
4 *review of Variance Application Number 22-000318.*

5 Commissioner Toyooka asked if they voted to deny are they setting any
6 precedent for future decisions.

7 Planner Sisson responded that this was still a quasi-judicial land use issue, which
8 do not set any legal precedent.

9 Vice Chair Bangs asked if their decision would be part of the record.

10 Planner Sisson said the Commission's decision, documented in a Notice of
11 Decision with the Commission's findings, would become part of the record.

12
13 *Voting Yea: Commissioner Thompson, Chair Kujala*

14 *Voting Nay: Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs*

15
16 *Motion made by Vice Chair Bangs, Seconded by Commissioner Wev to restrict*
17 *the review to the record made by the hearing body in Variance Application*
18 *Number 22-000318.*

19
20 Vice Chair Bangs asked for confirmation that the review of record would be the
21 entire record.

22
23 Planner Sisson confirmed that everything from the application to the Hearings
24 Officer's decision would be part of the record.

25
26 Commissioner Thompson asked how much time it would take and how many
27 legal hours were usually involved with this kind of thing. She wanted this process
28 to be a brief and inexpensive as possible.

29
30 Planner Sisson stated that Staff's work to prepare for a hearing would be
31 minimal. No new evidence would be allowed, but the parties would still have the
32 opportunity to testify during the hearing. The hearing would likely be scheduled
33 for the second meeting in April.

34
35 Commissioner Wev asked if the hearing would be conducted during a
36 Commission meeting.

37
38 Director Henrikson said the normal procedure was to have the hearing during a
39 regular Commission meeting. However, the Commission could work with the
40 County Manager to schedule a special meeting to conduct the hearing.

41
42 Commissioner Toyooka asked County Counsel in terms of the nature of the
43 decision is this delay going to cause issues for the county.
44

1 County Counsel Pope said he did not think so, this is the Board's decision which
2 could be appealed but there would not be any liability. They could just appeal to
3 LUBA.

4
5 Commissioner Thompson stated that LUBA did not care what the Commission
6 said. LUBA had to consider the issue on the merits of the law but the party pays
7 for the privilege of having the Commission's opinions on the record.

8
9 Vice Chair Bangs asked for clarification on the cost of the fee.

10
11 Director Henrikson responded and noted that the County had changed the fee so
12 that they would only pay if the Commission agreed to take up the case.

13
14 *Voting Yea: Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs*

15 *Voting Nay: Commissioner Thompson, Chair Kujala*

16
17 **PUBLIC HEARINGS**

18 9. Rural Accessory Dwelling Unit Regulations Amendments {Page 46}

19 Chair Kujala said this was the continuation of the hearing of Ordinance 23-03.

20 County Counsel Pope conducted the second reading of the ordinance.

21 Chair Kujala asked for any additional information from staff. Planner Sisson said
22 there were none.

23 Chair Kujala called for public comments. There were none. He closed the public
24 hearing.

25 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to*
26 *approve Ordinance 23-03.*

27 *Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner*
28 *Toyooka, Vice Chair Bangs, Chair Kujala*

29 10. Ordinance 23-04: LAWDUC Amendments Child Care Facilities {Page 74}

30 County Counsel Pope conducted the second reading of the ordinance.

31 Chair Kujala called for public comments. There were none. He closed the public
32 hearing.

33 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to*
34 *approve Ordinance 23-04.*

35 *Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner*
36 *Toyooka, Vice Chair Bangs, Chair Kujala*

37
38 **GOOD OF THE ORDER**

39 There was nothing for the good of the order.

1 **ADJOURNMENT**

2 There being no further business, the meeting was adjourned.

3

4

Approved by,

5

6

7

8

Mark Kujala, Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 26, 2023

Agenda Title: State Homeland Security Program (SHSP) Grant Amendment 19-215-2
Category: Consent Calendar
Presented By: Justin Gibbs, Emergency Management Director

Issue Before the Commission: Amending the contract with the Oregon Emergency Management Department to extend the period of performance to March 30, 2023.

Informational Summary: Clatsop County was awarded a State Homeland Security Program (SHSP) grant by the Oregon Emergency Management (OEM) Department in fiscal year 2019 to complete a Communications Plan but the second component of the project was not completed until after the period of performance had expired. The programmatic termination date for expending these funds has not lapsed, so OEM has granted a request to extend the period of performance to March 30, 2023 which makes the

Fiscal Impact: A budget amendment will be required, as the revenue was not anticipated in this budget year.

Requested Action:

Approve the amendment 19-215-2 that extends the period of performance to March 30, 2023 and authorize the County Manager to sign the amendment, and any future amendments, to the contract (C7379).

Attachment List

- A. Clatsop County Contract Review Worksheet for C7379
- B. State Homeland Security Program (SHSP) Grant Amendment 19-215-2

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067**

AMENDMENT #2

This is Amendment #2 to Grant Agreement #19-215 effective October 19, 2020, between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Clatsop County.

THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):

Section 1: Section 1 is hereby amended as follows:

Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2019** and ending, unless otherwise terminated or extended, on *[June 30, 2021]* **March 31, 2023** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect.

Approved by:

Alaina Mayfield, Preparedness Section Manager, OEM

Date

Signature of Authorized Subgrantee Official

Date

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 26, 2023

Agenda Title: 2023-24 Assessment and Taxation CAFFA Grant Application
Category: Consent Calendar
Presented By: Suzanne Johnson, Director Assessment & Taxation

Issue Before the Commission: Annual Assessment Function Funding Assistance Program (CAFFA) Grant Application

Informational Summary: The CAFFA Grant Program, established by the Oregon State Legislature in 1989, requires compliance with state property tax laws relating to uniformity and equity.

In order to qualify for the grant funds, counties statewide must file a grant application with the Department of Revenue by May 1, 2023. Each county's share is determined by its Assessment and Taxation expenditures as compared with the other participating counties.

The forecast presented by the Oregon Department of Revenue in March of 2023 anticipates the following:

- 2022-23 funds to be distributed to counties are expected to be 27.2% less than anticipated.
- The preliminary forecast for 2023-24 is estimated to be an estimated slight increase of 11.2% over the 2022/23 adjusted forecast.

The grant document must assure adequate funding for continued compliance with Oregon laws for property tax equity and uniformity. The A&T Department must spend the appropriated amount or the final quarter payment of the grant may be withheld by the Department of Revenue.

Fiscal Impact: Clatsop County is estimated to receive an estimated \$274,500 for 2023-24.

Requested Action:

Approve the Annual Assessment Function Funding Assistance Program (CAFFA) Grant Application for 2023-24 and authorize the Chair to sign.

Attachment List

- A. Summary of Expense Form
- B. Grant Application Resolution

Form 8

Grant Application Resolution

CLATSOP County is applying to the Department of Revenue to participate in the County Assessment Function Funding Assessment Program.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

CLATSOP County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. The County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and all requiring equity and uniformity in the system of property taxation.

CLATSOP County agrees to appropriate budgeted dollars based on 100 percent of the expenditures certified in the grant application. The total expenditure amount for consideration in the grant is \$2,482,644. If 100 percent isn't appropriated, no grant shall be made to the county for each quarter in which the county is out of compliance.

The County designates the following individual as the contact for this grant application.

<u>SUZANNE JOHNSON</u>	<u>(503) 338-3628</u>	<u>sjohnson@clatsopcounty.gov</u>
Name	Phone	Email

County Approval

By selecting the "I Accept" checkbox, you are signing this Resolution electronically and certifying the Resolution has been approved by the board. You agree your electronic signature is the legal equivalent of your manual signature.

I Accept

Chair/Judge or Appointee	Title	Sign Date
--------------------------	-------	-----------



Form 7 Summary of Expenses

2023-2024

County CLATSOP

Current operating expenses	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*	F. Dedicated IT services for A&T	Totals
1. Personnel services	288,338	1,070,564	37,200	326,392	233,996	300,923	2,257,413
2. Materials and services	7,192	21,398	1,840	47,935	3,045	22,500	103,910
3. Transportation	370	2,500	0	180	50	0	3,100
4. Total current operating expenses (Total direct expenses)	295,900	1,094,462	39,040	374,507	237,091	323,423	2,364,423

* Include approved grant funding for ORMAP

Indirect expenses

5. Total direct expenses (line 4)	2,364,423
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box.	0.05
Total indirect expenses (line 5 multiplied by line 6)	118,221
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box.....	0.00000
Total indirect expenses (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows)	0
7. Total indirect expenses	118,221

Capital outlay

8. Enter the actual capital outlay without regard to limitation.	0	0	0	0	0	0	0
9. Total direct and indirect expenses (sum of lines 4 and 7)							2,482,644
10. Direct and indirect expenses multiplied by 0.06							148,959
11. The greater of line 10 or \$50,000.....							148,959
12. Capital outlay (the lesser of line 8 or line 11)							0
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12)							2,482,644

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 26, 2023

Agenda Title: Contract for Bulk Fuel Purchase
Category: Consent Calendar
Presented By: Terry Hendryx, Interim Public Works Director

Issue Before the Commission: Approval of a contract for the purchase of bulk fuel

Informational Summary: Annually the Public Works Department puts out a Request for Quotes for Bulk Fuel. We sent out RFQ's and placed an advertisement in the Daily Astorian. We received three quotes:

CECO

Jackson & Son Oil

Sheldon Oil

The lowest quote was from Sheldon Oil. Their price to us is the daily rack price, based on the City of Portland oil price information newsletter, plus their markup and any applicable taxes. We are estimating that we will purchase approximately 95,000 gallons of fuel in the next year.

Fiscal Impact: The fuel is paid for from the Fleet Maintenance Fund and the individual departments are billed for their fuel use.

Requested Action:

Approve contract with Sheldon Oil in the amount of \$485,000 for fuel purchases and authorize the County Manager to sign the contract and amendments.

Attachment List

- A. Contract

CLATSOP COUNTY, OREGON

1100 Olney Avenue

Astoria, Oregon 97103

An Equal Opportunity Employer

Clatsop County Materials Contract

This Contract is by and between **Clatsop County (County)** and Sheldon Oil (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$485,000, to be paid to **Contractor** by **County**, **Contractor** agrees to perform between May 1, 2023 and April 30, 2024, inclusive, the following specific services:

- A. **Materials:** Contractor to furnish the following materials as described on Attachment A, at prices shown on Attachment B.
- B. **Payment Terms:** Payment will be made 30 days from receipt of invoice and approval of materials by County.
- C. **Miscellaneous:**
 - 1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
 - 2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.
 - 3. **Compliance.** **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
 - c. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- h. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
- i. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources

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

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

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

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

8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds

of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.

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

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

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

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

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

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

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

15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an

Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____ (*Approved by County Counsel*)

(Comments)

(Contractor's Initials) KS

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

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

Knayta Shuldner 4.7.23
Signature Date

Commercial Account Manager
Title

Contractor Address: 2801 3rd Street, Tillamook, OR 97141



Clatsop County

Public Works

1100 Olney Ave.
Astoria, OR 97103
(503) 325-8631 phone / (503) 325-9312 fax
www.co.clatsop.or.us

March 30, 2023

Results of Clatsop County Fuel Quotes 2023:

	<u>JACKSON OIL</u>	<u>CECO, INC.</u>
Astoria Unleaded (E-10 Oxy)	\$.0525	\$.10
Svensen Unleaded (E-10 Oxy)	\$.12	\$.23
Jewell Unleaded (E-10 Oxy)	\$.12	\$.28
Astoria Diesel B-5	\$.055	\$.089
Svensen Diesel B-5	\$.12	\$.24
Jewell Diesel B-5	\$.12	\$.27

	<u>SHELDON OIL COMPANY</u>
Astoria Unleaded (E-10 Oxy)	\$.05
Svensen Unleaded (E-10 Oxy)	\$.125
Jewell Unleaded (E-10 Oxy)	\$.125
Astoria Diesel B-5	\$.05
Svensen Diesel B-5	\$.125
Jewell Diesel B-5	\$.125

Based on the estimated quantities at each location, Sheldon Oil Company had the lowest price.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 26, 2023

Agenda Title: Purchase of Oil for the Chip Sealing Program
Category: Consent Calendar
Presented By: Terry Hendryx, Interim Public Works Director

Issue Before the Commission: Approval of a contract in the amount of \$485,000 with Albina Asphalt

Informational Summary: The Public Works chip sealing program is a preventative maintenance technique used to maintain the road surfaces. It involves spraying a special oil emulsion on the road, spreading rock on top of the oil and compacting it to create a durable cost-effective road surface. This contract also includes oil for the beginning of next year's oiling season. We received two quotes and the lease expensive is Albina Asphalt. They will supply and deliver the oil.

Per Ton Prices	CRS-3P	CSS-1H	Delivery	Demurrage
Albina Asphalt	\$580.00	\$350.00	\$42/ton	\$150/hour
Western Emulsions	\$575.00	\$400.00	\$705/ton	\$155/hour

Fiscal Impact: This is budgeted in the Road Maintenance & Construction fund.

Requested Action: Approve contract with Albina Asphalt in the amount of \$485,000

Approve contract with Albina Asphalt in the amount of \$485,000 for chip seal oil and delivery and authorize the County Manager to sign the contract and any amendments.

Attachment List

- A. Contract
- B. Attachments

CLATSOP COUNTY, OREGON

1100 Olney Avenue

Astoria, Oregon 97103

An Equal Opportunity Employer

Clatsop County Materials Contract

This Contract is by and between **Clatsop County (County)** and Albina Holdings, Inc. dba Albina Asphalt (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$485,000.00 to be paid to **Contractor** by **County**, **Contractor** agrees to the following prices, between date of execution and September 30, 2023, inclusive, for the following specific materials:

- A. **Materials:** Contractor to furnish the following materials, as described on Attachment A – Request for Quotes and Attachment B – Quotation.
- B. **Payment Terms:** Payment will be made 30 days from receipt of invoice and approval of materials by County.
- C. **Miscellaneous:** Contact person for this work is David Egan, 503-791-3255.

1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.

3. **Compliance.** **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:

- a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- c. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- h. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
- i. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources

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

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

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

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

8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds

of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.

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

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

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

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

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

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

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

15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the

exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____ (Approved by County Counsel)

(Contractor's Initials) KA (Comments)

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

FOR COUNTY:

Signature Date

Printed Name

Title

FOR CONTRACTOR:

Kyle Arntson 4/20/2023
Signature Date

KYLE ARNTSON
Printed Name

SALES MANAGER
Title

Contractor Address: 801 Main Street, Vancouver, WA 98660



Clatsop County

Public Works

1100 Olney Ave.
Astoria, OR 97103
(503) 325-8631 phone / (503) 325-9312 fax
www.co.clatsop.or.us

CLATSOP COUNTY LIQUID ASPHALT/OIL QUOTE RESULTS – APRIL 11, 2023

	<u>CRS-3P</u>	<u>Delivery</u>	<u>CSS-1H</u>	<u>Delivery</u>	<u>Demurrage</u>
Albina Asphalt	\$580.00/ton	\$42.00/ton	\$350.00/ton	\$42.00/ton	\$150.00/hr
Western Emulsions	\$575.00/ton	\$705.00/ton	\$400.00/ton	\$530.00/ton	\$155.00/hr

Albina Asphalt is the apparent low bidder



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2023

MAR 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURERS AFFORDING COVERAGE	
INSURED 399-086-8 ALBINA HOLDINGS INC., ALBINA FUEL CO 801 MAIN ST VANCOUVER, WA 98660-3133	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935	
	INSURER B: FEDERATED SERVICE INSURANCE COMPANY 28304	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 97 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	Y	6047323	04/01/2023	04/01/2024	EACH OCCURRENCE	\$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS OWNLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	Y	6047323	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	N	N	6047325	04/01/2023	04/01/2024	EACH OCCURRENCE	\$10,000,000
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6047323	04/01/2023	04/01/2024	PER STATUTE OTHER	
							E.L EACH ACCIDENT	\$1,000,000
							E.L DISEASE EA EMPLOYEE	\$1,000,000
							E.L DISEASE POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

399-086-8
CLATSOP COUNTY PUBLIC WORKS ITS COMMISSIONERS
EMPLOYEES AND
1100 OLNEY AVE
ASTORIA, OR 97103-5533

CANCELLATION

97 0
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicholas R. Lower

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 26, 2023

Agenda Title: Proposal to Further Amend Ambulance Service Franchise Agreement
Category: Consent Calendar
Presented By: Tiffany Brown, Emergency Manager

Issue Before the Commission: To continue temporary modification to Medix coverage requirements in order to restore and maintain required response times, which have been adversely impacted by national-level staffing shortages.

Informational Summary: As a result of the pandemic, the emergency medical services (EMS) industry has experienced nationwide paramedic shortages, and Clatsop County has been no exception. Over the course of the past year, Medix has experienced challenges meeting call times outlined in the ASA Plan due to a shortage within their staff of paramedics.

In response to the issue, Medix proposed a temporary solution designed to mitigate the problem, and in October 2022, the Board approved an amendment to the franchise agreement that allowed Medix to temporarily modify ambulance coverage requirements so that paramedics were not required to staff every ambulance as indicated in the franchise agreement.

Medix was meeting the contract requirements for the number of paramedic-staffed ambulances, but wanted to get at the issue by increasing the number of ambulances. The franchise agreement amendment allowed Medix to use Intermediate EMTs on the additional (to the required number) ambulances.

At the April 11 ASAA meeting, Medix reviewed quarterly reports with the Committee. Medix Manager Tom Strecker advised that he was seeing some movement in terms of industry staffing shortages, but he said the problem was still impacting operations. Strecker requested another 6-month extension of the franchise agreement amendment that had been approved by the Board in October, and the Committee unanimously agreed to recommend.

Fiscal Impact: None.

Requested Action:

Authorize the County Manager to sign the Ambulance Service Agreement Amendment and any future amendments.

Attachment List

- A. C7577 Franchise Agreement with Medix for Ambulance Services
- B. C7577 Amendment #1
- C. C7577 (Proposed) Amendment #2
- D. C7577.2 Contract Review Worksheet
- E. 4/11/23 ASAA Committee Meeting minutes



Clatsop County

County Manager's Office

800 Exchange St., Suite 400

Astoria, Oregon 97103

www.co.clatsop.or.us

Phone (503) 325-1000

Fax (503) 325-8325

MINUTES

Ambulance Services Area Advisory Committee Meeting

Tuesday, April 11, 2023 at 1:00 p.m.

1. **Call to Order**

Jill Tillotson called the meeting to order at 1:02. In attendance were Tom Strecker, Jiancheng Huang, Justin Gibbs, Tiffany Brown, Marc Reckmann, Bridgette Blakesley, Commissioner Pamela Wev, Agnes Gantz, Blaine Myers (Life Flight), Hannah St. Denis, Nicole Bales.

2. **Approval to Minutes/Agenda**

Reckmann made and Strecker seconded a motion to approve the minutes from the January meeting, which passed unanimously.

3. **Old Business**

a. Update on Medix Revised Protocols. Strecker reported on the effect of the franchise agreement amendment in October to modify coverage requirements in an effort to restore call times, which had fallen below the required 90%. The quarterly reports suggested a return to meeting the 90% requirement, but Strecker indicated that the amendment had actually had little-no effect. The amendment allowed Medix to staff ambulances with Intermediate EMTs due to fill a gap left by the paramedic shortage, but Strecker advised that there is also an industry shortage of IEMTs. He said advanced classes began the week before, and he anticipates more IEMTs in the area by summer. The franchise agreement amendment was executed in October for a period of six months, and Strecker requested an additional extension. Reckmann said he supported giving Medix the tools to support improve service, especially with summer ahead and employee shortages still at play. *Reckmann made and Tillotson seconded a motion to extend the franchise agreement amendment an additional 6 months, and the motion pass unanimously.*

4. **New Business**

a. Medix Quarterly Reports. Strecker presented to the group regarding the quarterly reports, explained the numbers, and addressed specific questions. A general discussion ensued regarding several elements of the ASA system to include current metrics and response zones. With respect to the quarterly reports presented by Medix and the periodic assessment form completed by the County to ensure compliance, the group agreed that more could be considered in terms of metrics because the current lens was relatively limited. Tillotson recommended adding facility transport time to the quarterly reports. Strecker provided some background on how the current response zones were

simplistically determined, and he illustrated using a couple specific addresses how expected call times based on current zones were not realistic yet still affected the response statistics. There was general consensus that they should be reestablished.

c. Committee Appointments. The Committee considered 7 applications for the 6 vacancies: Registered nurse (2), Fire representative (1), and Citizen (3).

Jill Tillotson indicated interest in seeking reappointment for a third term and represents Columbia Memorial Hospital in filling a registered nurse position. Agnes “Kathy” Gantz is a registered nurse who serves in the emergency room at Providence Seaside Hospital. She has applied to fill the 2nd registered nurse position. *Reckmann made and Strecker seconded a motion to recommend Tillotson and Gantz for the Registered Nurse position(s), and the motion passed unanimously.*

Brian Alsbury applied for the 2nd fire position, which was recently created to ensure a voice for both city and rural fire service agencies. With a rural fire chief already serving on the ASAA, Alsbury would fill the city department vacancy expiring 6/30/26. *Reckmann made and Strecker seconded a motion to recommend Alsbury for the Fire Representative position, and the motion passed unanimously.*

With respect to the three Citizen member positions, the Committee received four applications, including one from Mysliwiec for reappointment. Additionally, Shelly Solum, Kyle Gorman, and Bonnie Thompson each applied to serve as Citizen members on the ASAA Committee for terms ending 6/30/26. The group discussed each applicant, and there was a desire to recommend all four based on the tremendous skills, knowledge and experience each could bring to the position, but they decided to table the decision until a later date when they had more time to discuss before making a final decision.

5. **Member Committee Reports**

The committee reports were not presented due to a time constraint.

Adjourn at 2:05 p.m.

RECORDED

MAY 17 2021

Doc# 2021050035

C7577

AGREEMENT

This Agreement is between Medix Ambulance Service, Inc., an Oregon corporation, ("Medix"), and Clatsop County, a political subdivision of the State of Oregon ("County"). Medix provides for emergency and non-emergency ambulance services through the Clatsop County Ambulance Service Area Ordinance, as may be amended from time to time, hereinafter referred to as "ASA Ordinance," and the Clatsop County Ambulance Service Area Plan, as may be amended from time to time, hereinafter referred to as "ASA Plan."

Recitals

Medix requested renewal of an exclusive franchise originally granted in 1995 to provide emergency and non-emergency ambulance services in Clatsop County Ambulance Service Area ASA. Based upon the Ambulance Service Area Advisory Committee ("ASAA Committee") recommendation and information submitted to the ASA Committee and at a public hearing, the County approved renewal of the franchise, to be governed pursuant to the requirements of the Oregon law, Oregon Administrative Rule, the ASA ordinance, and the ASA Plan and this agreement as set forth below.

1. Authorization. Medix is authorized to, and shall furnish ambulance service, including the equipment and materials as hereinafter set forth within the Ambulance Service Area granted herein.
2. Compliance. Medix shall comply with terms of compliance with reference to the following: Oregon Revised Statutes, in particular ORS Chapter 682; Oregon Administrative Rules (OAR), in particular the Department of Human Services, EMS rules found in OAR Chapter 333, Divisions 250, 255, 260 and 265; Clatsop County Ordinance, Chapter 5.04, Clatsop County Ambulance Service Area; Clatsop County Ambulance Service Area Plan; and any other applicable state, federal or local laws, rules or regulations. The County reserves the right to enact additional rules and regulations from time to time as it deems necessary to protect the health, interest, safety and welfare of the public in relation to emergency and non-emergency ambulance services, provided that any county rules and regulations shall not be inconsistent with the provisions of applicable state regulations mentioned in this subsection. Pursuant to OAR 333-250-0000, the County may establish requirements more stringent than those set forth in the state rules.
3. Area Definitions:
~~A. County Service Area. Medix shall operate within the established Clatsop~~
County Ambulance Service Area (ASA) which is all of the area within Clatsop County's

jurisdictional boundaries except those areas within the boundaries of Clatskanie Rural Fire Protection District and Mist-Birkenfeld Rural Fire Protection District.

B. Core Area. For purposes of this agreement the 'Core Area' boundaries are defined as the areas served along Hwy 101 from Arch Cape North to Astoria, as far East on Highway 26 as the Highway 53 Junction, and as far East on Highway 30 as the Knappa Junction.

C. Medix Service Area. Medix service area includes all of Clatsop County, and in addition, it operates in Southern Pacific County, Washington, with an eastern boundary of MP 15-24 on Highway 101, and Dismal Nitch on Highway 104, and as far North on the Peninsula as the Northern boundary of the City of Long Beach.

4. Liability Insurance. Medix shall obtain and maintain insurance coverage satisfactory to County, Medix shall add County, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and a separate endorsement shall be issued by the company showing Clatsop County as an Additional Insured and provide Notice of Cancellation as set forth in the policy covering its activities and operations under this agreement. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300. If Medix, for any reason, fails to maintain insurance coverage as required pursuant to this Agreement, the same shall be deemed a major breach of contract, which is dangerous to public health and safety.

5. Workers' Compensation and Unemployment Insurance. Medix shall obtain and maintain at all times during the term of this contract, workers' compensation insurance with statutory limits and employers' liability insurance. Medix shall provide the County with evidence that it is a carrier insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, and full compliance with Oregon unemployment insurance requirements.

6. Independent Contractor. Medix will work as an independent contractor and will be responsible for any federal or state taxes applicable to services rendered by Contractor. Its employees and agents will not be eligible for any benefits as a result of payments pursuant to this agreement for federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits.

7. Employment and Public Contract Laws. Medix acknowledges that it is aware and fully understand and shall fully comply with all applicable wage, hour and labor

standards required by State or Federal law. Public Contracting law, ORS 279B.220 through 279B.235 and 279C.500 through 279B.870 as applicable are incorporated herein by reference.

8. Indemnity. Medix shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of Medix, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

9. Attorneys' fees. Medix shall defend the County, its agents and employees against any such claims and to further reimburse the County for its reasonable expenses, costs and attorney fees associated with defending any such claims, even though to suit or action is instituted.

10. Third Party Claims. Medix waives any claims it may have against County, its commissioners, officers, agents and employees, arising out of the County's failure to seek bids prior to entering into this agreement and further shall defend County, its commissioners, officers, agents and employees from any liability therefore to third parties alleging harm therefrom.

11. Performance Requirements

A. Coverage Requirements. Emergency ambulance service is defined as 24 hours per day paramedic-staffed ambulance service, for all calls triaged as requiring an emergency response. Emergency response is determined utilizing the emergency medical dispatch (EMD) card system adopted by the County. This includes calls received by non-emergency or inter-facility ambulance providers and triaged as emergency responses utilizing the EMD card system.

B. Response Time Requirements. Requests for emergency ambulance services shall meet the established County Core Area and zone requirements as established in the Ambulance Service Plan. Medix agrees to a required 45-reponse time for Code 1 calls with the exception of diversion to a Code 3 call. The Code 1 response time includes a requirement to meet that designated response time 90% of the time.

C. Ambulance Staging. Medix agrees to have 2 ambulances in the Core Area (as defined in Section 3. of this agreement) at all times and 3 ambulances in the Medix Service Area (as defined in Section 3 of this agreement) at all times.

D. Unit Hour Utilization Requirements. "Unit hour utilization" is a measure of productivity. A "unit hour" is equal to one hour of service by a fully equipped and staffed ambulance available for dispatch or assigned to a call. "Utilization" is the comparison between the number of unit hours of availability with the actual time used for treatment and transport. The intent of monitoring unit hour utilization (UHU) is to allow for staff rest and recovery as a mechanism for promoting and insuring quality of care, safety and service. Unit hour utilization is not to exceed an average of 0.4500, measured daily and averaged over the term of a month.

E. Performance Reports. Medix shall provide quarterly reports to County within 15 days of quarter end, for evaluation in determining if performance standards and response time requirements are being met. Medix shall participate in review period evaluations as required in Section 14 herein.

F. Non-Emergency and Inter-Facility Services. Any non-emergency or inter-facility services, or services outside the County Service Area, shall not negatively impact Medix ability to meet the requirements of this Agreement.

G. Dispatch Center. Medix shall cooperate and communicate with 9-1-1 centers to assure smooth delivery of dispatched services. Medix will notify the appropriate dispatch center when delayed to a service call by more than 10 minutes. Medix agrees to work with County in the identification of additional dispatch information that would be of use to Clatsop County 9-1-1 centers to improve the emergency medical system. Medix will maintain an automatic vehicle locator in all ambulances used in the performance of this Agreement.

H. Disaster Response. Medix shall maintain a Mass Casualty Incident plan. In the event of a man-made or natural disaster, a declared emergency by an appropriate governmental agency or any other situation as determined by the County, Medix shall not charge County for additional costs unless a federal or state source of funds are available, or the County determines that billing is appropriate under the circumstances. Medix shall not include in its cost statement any charges for services rendered by volunteer employees. The cost statement associated with rendering aid under disaster conditions shall be based entirely upon the actual costs incurred by Medix in the course of rendering such disaster assistance, and shall not include costs to maintain production capacity that would have normally been borne by Medix had the disaster not occurred.

I. Fire Service Coordination. Medix has and will attempt in good faith to obtain current Mutual Aid agreements with local fire departments and copies of said agreements will be included as an appendix item within the ASA Plan.

12. Licenses. Medix must have and maintain a state license for the provision of EMS/Ambulance services and agrees to provide County with a copy of required license upon signature of this agreement and upon renewal of the license. Medix shall maintain all required licenses or certifications required for personnel, ambulances, and other equipment in accordance with state, federal, and local laws, rules, and regulations.

13. Subcontracting. Medix may subcontract out services required by this franchise only with the prior written consent of County. Medix shall be held responsible for the services furnished by any subcontractor, including compliance with the franchise provisions and the terms of this Agreement, the ASA Ordinance and the ASA Plan.

14. Term. The term of this Agreement begins June 1, 2021 and shall end on May 31, 2026. This five (5) year contract shall consist of three (3), 18-month review periods, with a final six (6) month period. At the end of each 18-month period, County staff will evaluate Medix performance, and report findings to the ASAA Committee. Assessments will be based on the 18-month periodic assessment sheet attached as Appendix A. It is mutually understood by both parties that the parameters in the 18-month Periodic Assessment tool may have limited or different applications and value in monitoring and assessing the performance of the Medix, and that over time and experience that there may be a need to assess and revise some of the standards and parameters along with their applications. In the event that Medix does not perform at or above the standard, the ASA Committee may recommend termination to the Clatsop County Board of Commissioners.

15. Default. This franchise may be terminated upon a recommendation by the ASA Committee and a finding by the Board of County Commissioners that Medix has:

A. Failed to substantially comply with the provisions the ASA ordinance, the ASA Plan or provisions of state or federal laws and regulations.

B. Materially misrepresented facts or information given part of the review of the performance of the service furnished by Medix.

C. Materially failed to meet the performance standards set forth herein.

D. Had its ambulance licenses suspended or revoked by the State.

E. Filed voluntary or involuntary bankruptcy, or made a general assignment for the benefit of creditors, or had a trustee appointed to manage its affairs.

F. Failed to take timely corrective action in response to written notice from County of a breach of contract terms.

G. Had its insurance coverage cancelled without comparable coverage in place, or failed to provide County certificates naming County as additional insured.

16. Remedy. Upon a declaration of default, County may sue for damages or take any other action allowed by law and, in the event of a major default, including, without limitation, termination of this Agreement. These remedies are independent, cumulative and not exclusive. The parties acknowledge that the provision of uninterrupted, high quality ambulance service is a critical function necessary to preserve the safety and welfare of the public. In the event of a major default, the County may elect to terminate this Agreement and shall be entitled to receive as liquidated damages, and not as a penalty, the sum of \$2,000 per day until a substitute provider commences, but in no event for more than 90 days. An entity authorized in the interim or emergency basis to provide services shall not be considered a substitute provider. The County shall make diligent, good faith efforts to promptly secure acceptable substitute providers so as to minimize the imposed liquidated damages. Medix acknowledges that it had an opportunity to contest this amount, and concurs with the County that it constitutes a reasonable and genuine attempt to estimate damages and costs which are not readily ascertainable or otherwise recoverable.

17. No property interest. Nothing in the awarding of the original franchise, the granting of extensions, the granting of a license, or the execution of this Agreement, shall in any way be construed as establishing a property interest or any other entitlement other than to permit Medix to enforce the terms of this Agreement.

18. No discrimination. Medix agrees to comply with the Civil Rights Act of 1964, and 1991, the Americans with Disability Act of 1990 as amended (ADA), 42 USC §§ 12101-17, 12201-13 (Supp. V 1994), Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part that no qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives Federal financial assistance.

19. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of the Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if the forbearance or waiver had not occurred

20. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understandings or representations of any kind

preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

21. Time Essence. Time is of the essence of this agreement.

22. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party

23. Oregon Law. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

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

Clatsop County Board of Commissioners

Medix Ambulance Service, Inc.

Mark Kujala 5/14/21
Mark Kujala, Chair Date

JD Fuiten 5/13/21
JD Fuiten, President Date

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

**AMENDMENT #1 TO
PERSONAL/PROFESSIONAL SERVICES AGREEMENT C7577**

This AGREEMENT is by and between Clatsop County (COUNTY) and Medix (FRANCHISEE). Whereas COUNTY and FRANCHISEE entered into an Agreement on or about 6/1/16 for a term of 5 years, NOW THEREFORE, the parties agree as follows:

1. The "Coverage Requirements" portion of the agreement shall be temporarily modified to read as follows:

Coverage Requirements. Emergency ambulance service is defined as 24 hours per day Advanced Life Support staffed ambulance for all calls triaged as requiring a Charlie, Delta, or Echo response. Response levels are determined utilizing the emergency medical dispatch (EMD) card system adopted by the county. This includes calls received by non-emergency or inter-facility ambulance providers and triaged as Charlie, Delta, or Echo responses utilizing the EMD card system.

2. The conditions of the Amendment will take effect immediately for a period of 6 months upon signature by both parties.
3. In all other respects other than term, the original Contract remains unchanged.

Further, the parties hereby reserve all rights and remedies accruing prior to the date of execution of this amendment.

This AGREEMENT will not be effective until approved by the County Administrator.

FOR COUNTY:

Don Bohn, County Manager Date

FOR MEDIX:



Tom Strecker, Manager Date

11/7/22

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

**AMENDMENT #2 TO
PERSONAL/PROFESSIONAL SERVICES AGREEMENT C7577**

This AGREEMENT is by and between Clatsop County (COUNTY) and Medix (FRANCHISEE). Whereas COUNTY and FRANCHISEE entered into an Agreement on or about 6/1/21 for a term of 5 years, and amended the Agreement on 11/10/22 to temporarily modify ambulance coverage requirements for a period of 6 months, NOW THEREFORE, the parties agree as follows:

1. The conditions of Amendment #1 to temporarily modify ambulance coverage requirements will be extended to 11/10/23.
2. The “Coverage Requirements” portion of the agreement shall be temporarily modified to read as follows:

Coverage Requirements. Emergency ambulance service is defined as 24 hours per day Advanced (ALS) or Immediate (ILS) Life Support staffed ambulance for all calls triaged as requiring a Charlie, Delta, or Echo response. Response levels are determined utilizing the emergency medical dispatch (EMD) card system adopted by the county. This includes calls received by non-emergency or inter-facility ambulance providers and triaged as Charlie, Delta, or Echo responses utilizing the EMD card system.

3. In all other respects other than term, the original Contract remains unchanged.

Further, the parties hereby reserve all rights and remedies accruing prior to the date of execution of this amendment.

This AGREEMENT will not be effective until approved by the County Administrator.

FOR COUNTY:

FOR MEDIX:

Don Bohn, County Manager Date

Tom Strecker, Manager Date

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 26, 2023

Agenda Title: Scheduling a Public Hearing regarding the Dissolution of the Skipanon Water Control District and approval of the Financial Statement

Category: Consent Calendar

Presented By: Anthony Pope – County Counsel

Issue Before the Commission: Shall the County schedule a Public Hearing regarding the Dissolution of the Skipanon Water Control District and approve the Financial Statement.

Informational Summary: On January 18th, the County received formal notification from the Secretary of State's office that the Skipanon Water Control District has not filed required reports for three (3) consecutive years. Under ORS 198.345 the County is required to initiate proceedings to dissolve the district within thirty (30) days.

On February 8th 2023, the Board initiate the dissolution proceeding and direct staff to prepare the financial statement for the district as required by ORS 198.345(2).

Staff has reviewed the records of the district and has prepared the Financial Statement, attached hereto as "Exhibit A" to the Board order. Under the procedures of ORS 198.355 the Board is required to set a public hearing for the purpose of considering dissolution of the Skipanon Water Control District.

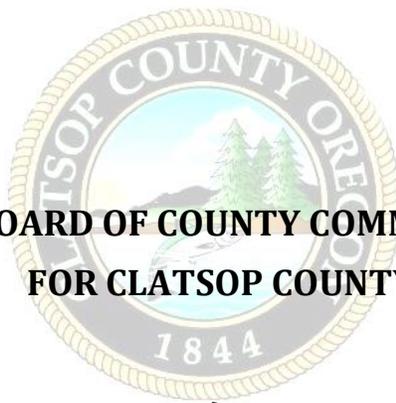
Fiscal Impact: None

Requested Action:

To approve the Board Order Scheduling a Public Hearing May 24th, 2023 regarding the Dissolution of the Skipanon Water Control District and approving the Financial Statement.

Attachment List

- A. Financial Statement
- B. Order



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

**IN THE MATTER OF)
SCHEDULING A PUBLIC HEAIRNG) RESOLUTION AND ORDER
REGARDING THE DISSOLUTION OF)
THE SKIPANON WATER CONTROL)
DISTRICT)**

WHEREAS, Amy John, Audit Manager for the Oregon Secretary of State sent the County a correspondence dated January 18th, 2023; and

WHEREAS, this correspondence indicates that the Skipanon Water Control District has failed to provide the Oregon Department of Revenue with the required financial documents as set forth in ORS 294.458, for at least three consecutive years; and

WHEREAS, the Board initiated the dissolution procedures under ORS 198.335 to ORS 198.365 on February 8, 2023 and directed staff to prepare a Financial Statement; and

WHEREAS, staff having determined information for the Financial Statement, attached hereto as "Exhibit A". The Board having reviewed the Financial Statement prepared pursuant to ORS 198.350 it now appears to the Board that a hearing shall be set for the purpose of considering dissolution of the Skipanon Water Control District; and

NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED:

- 1) The Board approves and adopts the Financial Statement found in "Exhibit A" that is attached hereto and incorporated by reference.
- 2) The Financial Statement shall be filed with the Clatsop County Clerk pursuant to ORS 198.350
- 3) A hearing on the question of dissolving the District shall be held on Wednesday, May 24th, 2023 during the regular Board meeting. All interested persons may appear. All persons having claims against the District shall present them at the time of the hearing.

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Dated this 26th day of April, 2023.

BOARD OF COMMISSIONERS FOR
CLATSOP COUNTY, OREGON

Mark Kujala, Chair

Exhibit A

FINANCIAL STATEMENT (REQUIRED FOR DISSOLUTION OF INACTIVE DISTRICTS) FOR THE SKIPANON WATER CONTROL DISTRICT

FINANCIAL STATEMENT (ORS 198.350):

1. The District was formed in 1960.
2. The Clatsop County Clerk's Office records indicate that the last election of officers was May 2021. only one candidate was elected at that time: Tessa James Scheller, won by write-in. There were no other commissioners on the five-person board; all were vacant.
3. There is no known outstanding bond, coupon or other indebtedness of the District.
4. There are no known parcels of real property or interest in real property owned by the District.
5. There are no known uncollected charges, taxes and assessments levied by the District.
6. The District has control of the Flood Control Structure at Cullaby Lake Structure and the 8th St. Dam in Warrenton. The District currently has \$58,650.21 in an account that is controlled by Clatsop County.
7. There are no significant costs for dissolution of the District. Pursuant to the applicable statutes, ORS 198.335 to ORS 198.365, dissolution of the District can be accomplished without an election (and the resultant election costs). It is expected that Clatsop County will absorb the administrative costs of the dissolution.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

August 24, 2022

Agenda Title: City of Warrenton – Quit Claim Deed
Category: Business Agenda
Presented By: Monica Steele, Assistant County Manager

Issue Before the Commission: Issue a Quit Claim Deed for County Surplus Lands to the City of Warrenton for other government purpose.

Informational Summary: The City of Warrenton has requested the County deed over a site in accordance with the criteria of ORS 275.030(1).

Tax lot 81021AC00601 totals in size .12 acres and is zoned C-1 (general commercial) and is located just west of the Post Office in Warrenton. This property, as can be seen in the following image, is used a road to access the homes on SW Main Court.

County staff along with legal have reviewed this property and found that development for tax lot 602 and 603 was issued without access and that a vacation on tax lot 601 occurred but taxes were not paid so the County foreclosed on the property. This property was offered for public auction in 2009 with a minimum bid of \$2,000, no bids were submitted.



Should the Board authorize the Chair to sign the Quit Claim Deed the County would grant the City and any successors the property under the conditions that the real property shall be used for the municipal purposes as described in ORS 275.030(1) for other governmental purposes.

Fiscal Impact: The County would be transferring the property for zero (\$0) dollars and all applicable taxing districts would forego any potential revenues from foreclosed land sales.

Requested Action:

Authorize the Chair to sign the Quit Claim Deed releasing all of its right, title and interest in tax lot 81021AC00601 as described in Exhibit "A".

Attachment List

- A. Quit Claim Deed
- B. City of Warrenton Request

AFTER RECORDING RETURN TO GRANTOR:

Clatsop County Property Management
820 Exchange, Suite 230
Astoria, OR 97103

GRANTEE: City of Warrenton
225 SW Main Street
Warrenton, OR 97146

QUITCLAIM DEED

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, Grantee, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County State of Oregon, described as follows:

LEGAL: Exhibit "A" attached hereto and incorporated herein by reference

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.

ASSESSOR'S ACCT. NO. 81021AC00601
ACCT. ID No. 30130
SITUS ADDRESS: Adjacent to SW 1st Street

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.

To have and to hold the same unto the said grantee and grantee's heirs, successors and assigns forever, subject to the following conditions: That the real property shall be used by the municipal for a public purpose as described in ORS 275.0309(1).

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

In construing this deed, where the context so requires, the singular includes the plural and

all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this ____day of _____ 2023.

Mark Kujala, Chair

STATE OF OREGON)
) ss.
County of Clatsop)

This Quitclaim Deed was acknowledged before me on this ___ day of _____ 2023 by, _____ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

Exhibit "A"
Legal Description of the Property

Parcel 3

AGT2, LLC
Account ID# 30130 810 21AC 601

Portion of vacated SW Main Ct., Warrenton

The West 40 feet of that portion of SW Main Ct. vacated by Ordinance 938-A, recorded in Book 862, page 64, Clatsop County Records, lying easterly of the East lot lines of Lots 23, 25, 27, 29 and 31, Block 3, WARREN'S FIRST EXTENSION TO WARRENTON, in the City of Warrenton, County of Clatsop, State of Oregon



January 11, 2023

Clatsop County
800 Exchange St. Suite 410
Astoria, OR 97103

Dear Clatsop County Commissioners,

The City of Warrenton is requesting that the following property of South West Main Court in Warrenton be deeded over to the City of Warrenton for public purpose in accordance with ORS 271.330(3). This piece of property is a street in the heart of Warrenton that the County foreclosed on. There are cars often parked there and/or abandoned that we have been unable to address since they are on County property. The City of Warrenton is respectfully requesting a quitclaim to this property. I have attached (Attachment A) a map and description of the property.

Sincerely,

Esther Moberg
City Manager
City of Warrenton

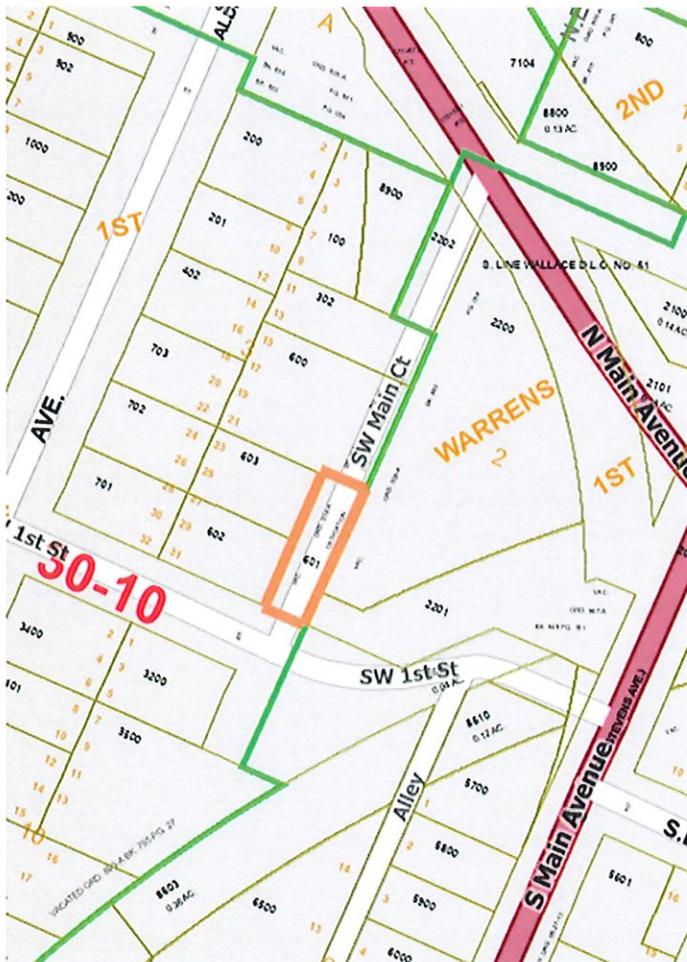
"Making a difference through excellence of service"

Attachment A

Subject Property Legal Description:

The southerly 125 feet of South Main Court lying north of the right-of-way of SW 3rd St (formerly known as 5th St.) in the 1st Extension of Warrenton, Clatsop County, Oregon.

Tax Parcel Number" 81021AC00601



Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 26, 2023

Agenda Title: ORDINANCE 23-01: LAWDUC REVISIONS “Trucking Terminal” and Rural Community Commercial (RCC) Zone

Category: Public Hearing

Presented By: Julia Decker, Planning Manager

Issue Before the Commission: Approval of amendments to add a definition “Trucking Terminal” to the Land and Water Development and Use Code, Section 1.0500 Definitions, and as a Type II conditional use in the Rural Community Commercial (RCC) Zone, Section 4.1430

Informational Summary: On April 12, 2023, the Board of Clatsop County Commissioners conducted the first reading of Ordinance 23-01 and opened the public hearing on the matter.

Ordinance 21-03 would amend the Land and Water Development and Use Code (LAWDUC) to add “Trucking Terminal” to LAWDUC Section 1.0500 Definitions, and as a Type II conditional use in the Rural Community Commercial (RCC) Zone, Section 4.1430.

The Clatsop County Planning Commission reviewed the issue in a work session on January 10, 2023. On February 12, 2023, the Planning Commission voted 7-0 to recommend the Board of Clatsop County Commissioners adopt amendments.

The Board of Clatsop County Commissioners reviewed the proposal in a work session on January 18, 2023 and received the Planning Commission’s recommendation at that time. At the work session, the Board supported the proposed amendment and directed staff to proceed.

At the April 12th first reading and hearing, no member of the public provided testimony in person or in writing.

Commissioner Thompson stated she had been contacted by a member of the public with questions about noise, operating hours, and recourse should an operation work outside approved operating characteristics. Staff reviewed Type II conditional use application review procedures: Under LAWDUC Section 2.4040 Requirements for Conditional Development and Use, the hearing body may impose conditions to limit the manner in which the use is conducted, including restricting the time an activity may take place and restraints to minimize, such environmental

effects as noise, vibration, air pollution, glare and odor. In the event the permit holder, or assignee, fails to comply with any conditions of approval, or if the conditions prove insufficient, the underlying development permit may be revoked or modified using Code Compliance procedures. Staff also noted a controversial application can be elevated at the director's discretion to a Type IIa application, which would require a public hearing. All Type II and IIa applications require public notice under LAWDUC Article 2.

The Department of Land Conservation and Development was apprised of the proposed amendments on November 4, 2022. Staff has not received comment from the state. Legal notice was published in The Daily Astorian on February 7, 2023, regarding the Planning Commission hearing, and on April 4 and 18, 2023, regarding the Board of County Commissioners' hearings. To date, no comments have been received.

Fiscal Impact: None anticipated

Requested Action:

Move to approve Ordinance 23-01.

Attachment List

A. Ordinance 23-01

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

In the Matter of:

An Ordinance amending the *Land and Water Development and Use Code (LAWDUC)*, adding a definition of “*Trucking Terminal*” and adding *trucking terminal as a conditional use in the RCC Zone*.

ORDINANCE NO. 23-01

Doc # _____

Recording Date: _____

RECITALS

WHEREAS, the Clatsop County Board of Commissioners adopted Ordinance 03-10, amending the Clatsop County *Land and Water Development and Use Ordinance* (zoning regulations), Comprehensive Plan, and Zoning Map and adopting Rural Community provisions for Arch Cape, Svensen, Knappa, Westport, and Miles Crossing and Jeffers Gardens, on September 10, 2003; and

WHEREAS, the Clatsop County Board of Commissioners adopted Ordinance 20-03 *Land and Water Development and Use Code (LAWDUC)* on December 9, 2020, replacing the *Land and Water Development and Use Ordinance* and the Clatsop County *Standards Document*, thereby revising and updating the land use framework for unincorporated Clatsop County and retaining the provisions of Ordinance 03-10; and

WHEREAS, the Clatsop County Planning Commission and the Board of Clatsop County Commissioners have twice in 2019 reviewed Similar Use applications for trucking terminals against other Type II conditional uses in the RCC Zone; and

WHEREAS, a conditional use is one that requires public notice, review against specific criteria, and development of conditions to mitigate potential negative impacts;

WHEREAS, on both occasions, the review resulted in the approval of commercial trucking as similar to other Type II conditional uses in the RCC Zone and the Board of County Commissioners agreed revising the code would streamline application procedures and reduce costs for future applicants; and

WHEREAS, the Board of Clatsop County Commissioners held a work session on January 18, 2023, to review the proposed amendments; and

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. ADOPTION

The Board of County Commissioners hereby adopts Ordinance 23-01, as shown in Exhibit 1, attached hereto and incorporated herein by this reference.

SECTION 2. SEPARABILITY

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

SECTION 3. CONFORMANCE OF STATE LAW

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

SECTION 4. INCONSISTENT PROVISIONS

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

SECTION 5. APPLICABILITY

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

SECTION 6. EFFECTIVE DATE

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

Approved this 28th day of April, 2023

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By _____
Mark Kujala, Chair

Date _____

By _____
Theresa Dursse, Recording Secretary

First Reading: _____

Second Reading: _____

Effective Date _____

EXHIBIT 1

Ordinance 23-01

Additions in **bold**; deletions in ~~strikeout~~.

Land Water Development and Use Code
SECTION 1.0500. DEFINITIONS

TRANSMISSION LINES – Lines designated to move bulk energy products from where they are produced, generated or stored in bulk to distribution lines that carry the energy products to consumers.

TREE -- any woody plant having at least one well-defined stem at least six inches in diameter measured at a height of four and one-half feet above the natural grade.

TRUCKING TERMINAL – An intermodal truck terminal facility where goods are transferred between trucks and/or between trucks and other modes of transport, including but not limited to railroads and/or ports. (Ord. 23-01)

USE -- See Development.

UTILITIES -- Local sewer, water, gas, telephone and power distribution lines necessary for local utility service. Included in this definition are uses needed to operate transmission and distribution lines including pumping stations, repeater stations, and water storage tanks.

Additions in **bold**; deletions in ~~strikeout~~.

SECTION 4.1400. RURAL COMMUNITY COMMERCIAL ZONE (RCC)

Section 4.1410 Purpose and Intent

This zone is located in the Rural Community of Arch Cape, Svensen, Westport, Miles Crossing and Jeffers Gardens. The RCC zone is intended to: (1) provide support for existing small concentrations of retail and commercial services; (2) contribute to community identity; (3) provide job opportunities within the community; (4) allow only those uses that are compatible with the surrounding uses considering varying environmental and other site constraints, and the availability of community water, sewer, or if such services are not available, such uses do not exceed the carrying capacity of the property to provide potable water and absorb waste; and (5) provide services for the community, surrounding rural, farm and forest areas, and traveling public. New commercial uses are those defined under state law as “small-scale, low impact” with building or buildings not to exceed 4,000 square feet of floor area, unless determined that large buildings are intended to serve the rural community, surrounding rural area or the travel needs of the people passing through the area. Expansion of an existing commercial use resulting in building or buildings exceeding 4,000 square feet of floor area are appropriate when the use is intended to serve the rural community, surrounding rural area or the travel needs of people passing through the area.

Section 4.1420. Development and Use Permitted

The following uses and their accessory uses are permitted under a Type I permit procedure subject to applicable development standards.

- 1) Splitting and sale of firewood.
- 2) Roadside stand, which shall be less than 120 sq. ft. in size, subject to provisions in Sections 3.9520-3.9540.
- 3) Low intensity recreation.
- 4) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
- 5) Handicapped housing facility.
- 6) Land transportation facilities as specified in Section 4.0300.
- 7) Short term rental subject to the standards in Chapter 5.12, Clatsop County Code. [Ord. 22-05]

Section 4.1430. Commercial Conditional Development and Use

The following commercial uses and their accessory uses are permitted under a Type II permit procedure subject to applicable development standards provided that commercial uses occur in a building or buildings that do not exceed the following area standards:

- 1) A retail grocery, bakery, delicatessen, confectionary or similar store including the preparation of foodstuffs for sale primarily on the premises, provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
- 2) A retail drug, variety, gift, antique, hardware, sporting goods, dry goods, music, florist, book, stationery, art gallery, or similar store provided building or buildings for

- each commercial use does not exceed 4,000 square foot of floor area.
- 3) A barber, beauty, tailor, shoe repair, laundromat, cleaners, photographic shop or similar personal service business provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 4) Sporting equipment and other recreational equipment rental service provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 5) An eating or drinking establishment provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 6) An automobile service station, including auto fuel, towing and minor repair, excluding auto sales and auto storage provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 7) Professional offices provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 8) Park, or playground, ball fields, or community center.
 - 9) Churches or similar places of worship.
 - 10) Veterinary clinic provided the square footage of the building or buildings devoted to the care of household pets does not exceed 4,000 square feet of floor area.
 - 11) Medical and dental offices provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 12) Buildings and uses of a public works, public service, or public utility nature, that may include equipment storage, repair yards, warehouses, or related activities.
 - 13) Instructional or vocational schools, such as dance studio, karate, theatre, music, computer science provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 14) Communication Facilities subject to the provisions of Section 3.9400.
 - 15) Farm or garden supply, equipment sales and repair.
 - 16) Mini-storage.
 - 17) **Trucking terminal. [Ord. 23-01]**
 - ~~178~~) Legally existing and allowed uses (as of the effective date of this ordinance) may continue as permitted uses.
 - ~~189~~) By a Type III procedure, any uses determined by the Planning Commission to be similar in use and compatibility to those uses described under sections 1-~~178~~ above subject to the provisions of section 2.6000, provided building or buildings for each commercial use does not exceed 4,000 square feet of floor area.