

**CLATSOP CARE HEALTH DISTRICT
BOARD OF DIRECTOR'S MEETING
April 3rd, 2025
Regular Meeting Minutes**

I. CALL TO ORDER

Linda Crandell called the meeting to order at 12:00pm at Clatsop Care Retirement Village in Astoria, OR.

A. Roll Call: Present = P Excused = E Absent = A

Board Members		Management & Staff	
Linda Crandell	P	Mark Remley Aidan Health Services	P
Chuck Meyer	P	Nicole Easley, Aidan Health Services	P
Megan Lampson	E	Jennifer Woolley, Aidan Health Services	P
Mike Aho	P	Kendra Webb, Administrator CCHR	P
Paul Radu	E	Ann Rubino, Administrator CRV	P
Mary Nauha	Zm	Hannah Ross, Administrator CCMC	P
Christian Honl	P	Debi Martin, Director IHC	P
		Stacey Dempsey, HR	P
		Michael Martin, Marketing	P
		Melissa Schacher, District Billing Specialist	P
		Jessica Fike, In-Home	P
		Mike Kerwin, District IT	P
Members of the Public via Zoom		Members of the Public	
Don Harris	Zm	Tom K, CRV Resident	P
Jon Van Staveren	Zm	Warrenton H.S. Art Teacher, Principal, 2 Students	P
Carlee Mickelson	Zm		

II. CONSENT AGENDA

- A. Mike Aho made a motion to approve the agenda as presented. Chuck Meyer seconded. Board votes aye unanimously. Motion carried.
- B. Approval of March 6th, 2025, regular board meeting minutes as presented. Chuck Meyer made a motion to approve the minutes. Christian Honl seconded the motion. Board votes aye unanimously. Motion carried.

III. PUBLIC COMMENT This is an opportunity for anyone to give a 3-minute presentation about any item on the agenda OR any topic of board concern that is not on the agenda.

There were no public comments.

IV. CLATSOP CARE CENTER BUILDING UPDATE – DON HARRIS & JON VAN STAVERN

Don Harris stated that Jon Van Staveren with Pacific Habitat would give an update on the application packet. Jon shared that the application was complete pending a final review before being submitted. Jon has worked in this industry in the PNW for a very long time and he knows key players and what their expectations are. He feels that although our situation is complex that we have a solid application in place. Jon reviewed the timeline of what to expect once the application is submitted next week. That timeline was previously sent out to the board members. Linda Crandall asked if the thirty-day public notices (To neighbors and to key players such as Tribes and Historic Preservation Society) run concurrent or individually? Jon replied that they are not concurrent. Mark Remley will need to sign the application before it is submitted. Mike Aho asked if Jon or Don felt that we were going to completely miss this going out to the voters in May 2026. They both replied that they do not expect that it will be missed.

V. BOARD GUESTS – WARRENTON HIGH SCHOOL ART STUDENTS

Brian Vollner, WHS Graphic Design/Art Teacher, presented his program that the high school has incorporated across multiple classes and grades. He has collaborated with other classes at the high school to offer a community-based program for high school students. The students review and select a project in Clatsop County that will benefit the community. Skills are then taught to students for the successful outcome of the specified project. H.S. students Addie and Ryan shared with the board the details for a proposed project to benefit Clatsop Care Memory Community called Designing for Accessibility. (Project Proposal available upon request)

Mike Aho made a motion to approve up to \$2500.00 to fund the Designing for Accessibility project presented by Warrenton High School Graphic Design team. Christian Honl seconded the motion. Board votes aye unanimously. Motion carried.

VI. ADMINISTRATION REPORTS

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- A. Kendra Webb provided an update on Clatsop Care Health and Rehabilitation. Please see her report for details. Kendra Webb shared that CCC is covid free; the current census is 36. Mike Aho asked if the shower project was completed. Kendra replied that it is close to being finished.
- B. Ann Rubino provided an update on Clatsop Retirement Village. Please see her report for details. Ann shared that the roofers are due back on-site weather pending; census is at 58.
- C. Hannah Ross provided an update on Clatsop Care Memory Community. Please see her report for details. Hannah Ross shared that her Activities Director position will be open soon.
- D. Debi Martin provided an update on In-Home Care. Please see her report for details. Debi commented that there were no additions to her report.
- E. Michael Martin provided an update on Marketing and Recruiting. Please see his report for details. Michael had nothing additional to add to his report.
- F. Mark Remley provided a CEO update on Clatsop Care Center Health District. Please see his report for details. Mark shared that he is tracking activity relevant to the district in the Legislative Session. Mark is working closely with the agencies (OHCA) that are advocating for providers.
- G. Mark Remley provided a financial report. Please see his report for details. Mark shared with the board that there were numerous questions received after posting the CRV RFP (for renovations) and that he would advise the board to consider having Lenity Architects submit a proposal to complete the renovation as part of the new building project. Mark reviewed key points of the financials with the board members.

VII. ACTION ITEMS

A. Resolution No. 2025-22

Resolution to approve concrete basement testing at Clatsop Care Center.

Christian Honl made a motion to approve resolution 2025-22. Mike Aho seconded the motion.

There was discussion about the resolution with Christian Honl asking about the 16% fee that was added to the job quote. Mark Remley will follow up with the contractor to get an itemized detail for this fee and if nothing untoward Mark has permission to sign off on the job quote.

Christian Honl made a motion to approve resolution 2025-22 amending it to include that Mark Remley may approve the quote after receiving and reviewing an itemized detail of the 16% misc. fee included on the quote.

Roll call vote to the board: Chuck Meyer, Aye. Christian Honl, Aye. Mike Aho, Aye. Chair votes Aye. Motion carried.

B. Resolution No. 2025-23

Resolution to approve Clatsop Care Center Health District Rate Increase.

Christian Honl made a motion to approve resolution 2025-23. Mike Aho seconded the motion.

Christian Honl asked if our rates are comparable to other facilities. Mark Remley responded that they are. Roll call vote to the board: Chuck Meyer, Aye. Christian Honl, Aye. Mike Aho, Aye.

Mary Nauha, Abstain. Chair votes Aye. Motion carried.

VIII. GENERAL DISCUSSION

A. June 5th, 2025, Board Meeting – Please plan to attend if you can so that we have a quorum.

B. Strategic Plan – Status updates were given for quarter one of the strategic plans.

IX. BOARD NOTATIONS CLOSING COMMENTS

Chuck Meyer: Shared information on a \$3,000 women's scholarship

Christian Honl: No comment

Mike Aho: Shared that he feels the district has become more professional than ever and things really are clicking and coming together.

Linda Crandell: Shared that the high school art program presentation was excellent.

X. FUTURE MEETING DATES

A. April 17th, 2025; Budget Work Session, Clatsop Retirement Village, 10am

B. May 8th, 2025: Board Meeting, Clatsop Retirement Village, 12pm

C. June 5th, 2025: Board Meeting, Clatsop Retirement Village, 12pm

XI. ADJOURNMENT

Linda Crandell asked for a motion to adjourn. Chuck Meyer made the motion.

The meeting adjourned at 1:52pm.

Signature

Date

Minutes recorded by Stacey Dempsey

Resolution No. 2025-24

May 8, 2025 2025-24 Resolution to approve the temporary accounting services agreement for a period of 90 days.

Whereas, The Board of Directors would like to approve the temporary accounting services agreement with Aidan Health Services;

Whereas, the Board of Directors agrees to additional pay in the amount of \$3,500 per month for services rendered under this contract

Whereas, the Board of Directors will reevaluate this agreement prior to the 90 day term;

Whereas, the Board of Directors directs the CEO to execute on the agreement from Aidan Health Services.

Be it therefore resolved that the Clatsop Care Center Health District Board approves this request to proceed with the above request and gives the authority to Mark Remley, Clatsop Care Center Health District CEO to proceed.

Printed Name

Title

Signature

Date

INTERIM ACCOUNTING SERVICES AGREEMENT

This Interim Accounting Services Agreement (“Agreement”) is made as of _____, 2025 (“Effective Date”) by and between Clatsop Care Center Health District (“CCCHD”), an Oregon government municipality with its principal office located at 646 16th Street, Astoria, OR 97103; and Aidan Health Services, Inc., an Oregon corporation, with its principal office located at 8415 SW Seneca St., Ste. 210, Tualatin, Oregon 97062 (“Aidan”).

WHEREAS, presently, Aidan provides day-to-day management for the skilled nursing facility, assisted living facility, In-Home Care agency, and residential care facility (“Facilities”) owned by CCCHD; and

WHEREAS, CCCHD desires to engage Aidan to provide accounting services and to maintain CCCHD’s books and records, and Aidan is agreeable to such engagement; and

WHEREAS, CCCHD and Aidan have reached an agreement by which Aidan will provide the services desired by CCCHD and wish to reflect their agreement in writing; now, therefore,

W I T N E S S E T H

As of the Effective Date, CCCHD engages Aidan, and Aidan hereby agrees to provide accounting services to CCCHD and to maintain CCCHD’s business books and records under the terms and conditions set forth in this Agreement:

1. Duties and Responsibilities of Aidan. Aidan shall perform the following duties in a professional and efficient manner:

1.1 Accounting. Aidan will provide general accounting service to CCCHD. Such accounting services may include the preparation of financial statements, the preparation of budgets and forecasted financial information, cash flow statements, balance sheets, and other reasonable information requested by CCCHD.

1.2 Bookkeeping. Aidan will maintain CCCHD’s internal books and business records, and will, at CCCHD’s expense, maintain complete and accurate records of all transactions relating to the Facilities and shall provide reports to keep CCCHD informed as to the financial status, condition, and operation of the Facilities. This obligation will include, without limitation, the maintenance of records of all revenues and expenses arising from or related to the Facilities.

1.3 Audit and Cost Report. Aidan will provide all necessary information as requested to comply with the Medicaid and Medicare Cost Report associated with the care center. Audit requests will be complied with as well regarding the HUD audit for Clatsop Retirement Village, as well as the overall audit for Clatsop Care Center Health District.

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2. Duties and Responsibilities of CCCHD.

2.1 Fees. In full consideration of the services performed by Aidan, CCCHD shall pay to Aidan a monthly fee of \$3,500. The parties acknowledge that this fee resulted from arms-length negotiations between CCCHD and Aidan and constitutes fair and equitable consideration for the services to be provided by Aidan. Fee's to be paid through an ACH transaction on the last day of the month following the invoice date.

2.2 Manner of Payment. On a monthly basis Aidan shall invoice CCCHD for the services provided during the previous month. Payment in cash or cash equivalents on all invoices shall be due from CCCHD to Aidan within thirty (30) days of the date of the invoice. A late payment fee of 4% will be applied by Aidan for any unpaid dollars owed after 30 days.

3. Term. Subject to the termination rights described in Section 5 below, the initial term of this Agreement shall commence on the Effective Date and shall continue for 90 days. The parties may mutually agree to extend the initial term as desired.

4. Termination. Either party may terminate this Agreement for any reason or for no reason at all upon thirty (30) days prior written notice to the other party. On the effective date of any termination all unpaid invoices shall be immediately due and payable from CCCHD to Aidan. Following final payment of all invoices Aidan will return all books and records of CCCHD that are in Aidan's possession to CCCHD.

5. No Joint Venture. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between or among the parties or between a party to this Agreement and any other party, or cause either party to be responsible in any way for the debts or obligations of the other party to this Agreement or any other party.

6. Assignment. This Agreement shall not be assigned by any party without the prior written consent of the other party.

7. Notices. Any notices to be given under this Agreement shall be in writing. Notices shall be deemed duly given only when actually received by personal service, facsimile, email transmission or overnight mail or courier service, or 72 hours after being sent by registered or certified mail, postage prepaid, return receipt requested addressed to the receiving party at its address designated at the beginning of this document. Any party may change its address for notice by written notice to the other party. Notice may be waived in writing by the person entitled to receive such notice, either before or after the time established for the giving of such notice.

8. Entire Agreement/Binding Effect/Applicable Law/Modification. This Agreement contains the entire agreement between the parties with respect to the accounting and bookkeeping services to be provided from Aidan to CCCHD, and supersedes all prior understandings and

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agreements, whether written or oral, among the parties with respect to such services. This Agreement is made under and shall be construed in accordance with the laws of the State of Oregon. This Agreement shall not be modified except in a writing signed by the parties.

9. **Attorney's Fees.** If any arbitration, action, or other proceeding ("Proceeding") is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in such Proceeding, or on appeal, including reasonable attorney fees as fixed by the arbitrator or court, and including reasonable costs and attorney fees incurred in collecting any money judgment or award or otherwise enforcing each order, judgment, or decree entered in the claim for relief, action, or other proceeding. If either party becomes the subject of any bankruptcy or other insolvency proceedings, the party which becomes the subject of such proceedings shall pay all legal costs and expenses incurred by the other party in connection with such proceedings, whether such amounts are incurred in connection with issues of state law, federal law, bankruptcy law or otherwise.

The parties have executed this Agreement to be effective as of the Effective Date.

CCCHD

By: _____

Linda Crandell, Board Chair

AIDAN HEALTH SERVICES, INC.

By: _____

Mark D. Remley
President

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RESOLUTION 2025-26
RESOLUTION APROPRIATING THE BUDGET

BE IT RESOLVED, that the Board of Directors of the Clatsop Care Center Health District hereby appropriate the annual budget for the fiscal year 2025-26 in the total amount of \$19,884,724. This Budget is now on file at 646 16th Street in Astoria, Oregon.

The above resolution statement was approved and declared adopted on May 8, 2025.

X _____
Linda Crandell, Board Chairman

RESOLUTION 2025-27

RESOLUTION CATEGORIZING THE TAX

BE IT RESOLVED, the taxes imposed are hereby categorized for purposes of Price XI section 11b as:

Subject to the General Government Limitation

Permanent Rate Tax.....\$.1763/\$1,000

Local Option Rate Tax.....\$0.23/\$1,000

The above resolution statements were approved and declared adopted on May 8, 2025

X _____
Linda Crandell, Board Chairman

RESOLUTION 2025-28

IMPOSING THE TAX

BE IT RESOLVED, the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2025-2026 at the rate of \$0.1763 per \$1,000 of assessed value for permanent rate tax. The Local Option Tax rate for the tax year 2025-2026 of \$0.23 per \$1,000 of assessed value will also be imposed ongoing for 3 more years.

X

Linda Crandell, Board Chairman

Notice of Property Tax and Certification of Intent to Impose a Tax, Fee, Assessment or Charge on Property

To assessor of Clatsop County

FORM OR-LB-50
2025-2026

☐ Check here if this is an amended form.

Be sure to read instructions in the Notice of Property Tax Levy Forms and Instruction booklet

The **Clatsop Care Center Health District** has the responsibility and authority to place the following property tax, fee, charge or assessment

District Name

on the tax roll of **Clatsop** County. The property tax, fee, charge or assessment is categorized as stated by this form.

County Name

646 16th Street

Astoria

OR

97103

5/8/2025

Mailing Address of District

City

State

ZIP code

Date

Mark D Remley

CEO

503-954-5534

mremley@aidanhealthservice

Contact Person

Title

Daytime Telephone

Contact Person E-Mail

CERTIFICATION - You must check one box if your district is subject to Local Budget Law.

☐ The tax rate or levy amounts certified in Part I are within the tax rate or levy amounts approved by the budget committee.

☐ The tax rate or levy amounts certified in Part I were changed by the governing body and republished as required in ORS 294.456.

PART I: TAXES TO BE IMPOSED

PART I: TAXES TO BE IMPOSED

		Subject to General Government Limits		Excluded from Measure 5 Limits
		Rate -or- Dollar Amount		
1. Rate per \$1,000 or Total dollar amount levied (within permanent rate limit)	1	0.1763		Dollar Amount of Bond Levy
2. Local option operating tax	2	0.23		
3. Local option capital project tax	3			
4. City of Portland Levy for pension and disability obligations	4			
5a. Levy for bonded indebtedness from bonds approved by voters prior to October 6, 2001	5a.			
5b. Levy for bonded indebtedness from bonds approved by voters on or after October 6, 2001	5b.			
5c. Total levy for bonded indebtedness not subject to Measure 5 or Measure 50 (total of 5a + 5b)	5c.		0	

PART II: RATE LIMIT CERTIFICATION

6. Permanent rate limit in dollars and cents per \$1,000	6	0.1763
7. Election date when your new district received voter approval for your permanent rate limit	7	
8. Estimated permanent rate limit for newly merged/consolidated district	8	

PART III: SCHEDULE OF LOCAL OPTION TAXES - Enter all local option taxes on this schedule. If there are more than two taxes, attach a sheet showing the information for each.

Purpose (operating, capital project, or mixed)	Date voters approved local option ballot measure	First tax year levied	Final tax year to be levied	Tax amount -or- rate authorized per year by voters
Local Option Levy	May 16, 2023	2023/24	2027/28	0.23 per \$1,000 of assessed value

Part IV. SPECIAL ASSESSMENTS, FEES AND CHARGES*

Description	ORS Authority**	Subject to General Government Limitation	Excluded from Measure 5 Limitation
1			
2			

*If fees, charges, or assessments will be imposed on specific property within your district, you must attach a complete listing of properties, by assessor's account number, to which fees, charges, or assessments will be imposed. Show the fees, charges, or assessments uniformly imposed on the properties. If these amounts are not uniform, show the amount imposed on each property.

**The ORS authority for putting these assessments on the roll must be completed if you have an entry in Part IV.