



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, March 21, 2018 – 10:00 AM
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541.247.3296 if you have questions regarding this notice.

AGENDA

*Items may be taken out of sequence to accommodate staff availability and the public.
For public comment, a completed speaker's slip must be submitted prior to start of the meeting.*

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. ADOPTION/AMENDMENT OF THE AGENDA (15 minutes)

3. PUBLIC COMMENTS (3 minutes per person; 30 minute limit for all public comment)

4. CONSENT CALENDAR (Items in the Consent Calendar may be removed for separate discussion and/or action at the request of any Commissioner) (15 minutes)

- A. Surveyor Monthly Report February, 2018
- B. Final Plat Approval Application S-1701 For The Seascapes Subdivision
- C. Brookings Airport Hangars A-0 & 2B Leases With Lee Garvin
- D. Minutes July 5, 2017 General Meeting October 18, 2017 General Meeting

5. PRESENTATIONS

- A. South Coast Development Council (SCDC) Community Development Oral Report. - Sam Baugh, SCDC and Community Development Director, Carolyn Johnson (10 minutes)
- B. Service Award – Deputies Turner and Cpl Rupe. - Sheriff Ward (3 minutes)

6. ADMINISTRATIVE ACTIONS/APPOINTMENTS (5 minutes)

- A. Proposed Order Rescinding Budget Committee Appointment And Making A Reappointment. - Court Boice, Commissioner (15 minutes)
- B. Proposed Letter To Supervisor Of Rogue-Siskiyou National Forest Re: Timber Salvage. – Court Boice, Commissioner (20 minutes)
- C. Review/Interview Of Planning Commission Applications And Appointment By Board Order. – Community Development Director, Carolyn Johnson (30 minutes)
- D. Letter of Concern to Sutter Coast Hospital. Approve By Motion. – Sue Gold, Commissioner (12 minutes)

7. PUBLIC HEARING 1:30PM Benham Lane (40 minutes)

Hearing and Proposed Order To Abate Public Nuisance – 97904 W. Benham Lane. – John Hitt, Interim County Administrator

8. OLD BUSINESS/PENDING ACTIONS

Motion To Reconsider Wild Horse Fire Brigade Resolution. – Court Boice, Commissioner (From Dec 6, 2017) (5 minutes)

9. DISCUSSION/BOARD DIRECTION/DECISION

- A. Discussion Only - - Letter To Consider Extending Interim Curry County Administrator John Hitt. - Court Boice, Commissioner (15 minutes)
- B. Discussion Only - - Set/Recommend Proposed Meeting Date For State Senator Appointment.- – John Hitt, Interim County Administrator (12 minutes)
- C. Discussion Only – Support For Proposed Mass Event Permit, Scott Faas, 143rd Productions. - Court Boice, Commissioner (10 minutes)
- D. Discussion Only – Review Of Ordinance 13-03 “Federal Coordination Policy.” – Court Boice, Commissioner (10 minutes)
- E. Discussion Only – Possible Amendments To Zoning Ordinance (ZOA) Section 1.071. – Community Development Director, Carolyn Johnson (20 minutes)
- F. Discussion Only – Request To Correct Certain Legal Descriptions of Pistol River Road. – John Hitt, County Counsel (15 minutes)
- G. Discussion Only – Health Insurance Benefit For Non-Represented Employees. – John Hitt, Interim County Administrator (12 minutes)

10. ANNOUNCEMENTS/MEETING SCHEDULE (5 minutes)

- A. Notify Me on new Website is available for select topics
- B. March 28, 2018 Workshop 10:00AM – Commissioners’ Hearing Room - 18-19 FY Budget
- C. April 4, 2018 General Meeting 10:00AM – Commissioners’ Hearing Room
- D. April 6, 2018 Budget Officer Distributes Budget Worksheets to Department Heads
- E. April 6, 2018 County Administrator
 - i. Interviews 10:00AM – Commissioners’ Hearing Room
 - ii. Meet and Greet 4:00PM to 6:00PM Fairgrounds -- Showcase Building
- F. April 7, 2018 Tentative Special Meeting Executive Session 10:00AM – Commissioners’ Hearing Room
- G. April 11, 2018 Commissioners’ Hearing Room
 - i. Workshop 10:00AM
 - ii. Special Meeting 2:00PM

11. INTERIM COUNTY ADMINISTRATOR ORAL REPORT (John Hitt, Interim County Administrator) (12 minutes)

- A. County Administrator Recruitment
- B. Gold Beach Main Street Proposal
- C. BOC Meeting Times
- D. Miscellaneous

12. COMMISSIONER UPDATES (15 minutes)

- A. Commissioner Gold
- B. Commissioner Huxley
- C. Commissioner Boice

13. ADJOURN

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 11-21-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** Surveyor's Report for February 2018**TIMELY FILED** Yes ☐ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 3/21/18 **DEPARTMENT:** County Surveyor **TIME NEEDED:** 5 Minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☐ If no memo, explain:**CONTACT PERSON:** Reily Smith **PHONE/EXT:** 3225 **TODAY'S DATE:** Mar.6, 2018**BRIEF BACKGROUND OR NOTE:** (If no memo attached)**FILES ATTACHED:**

- (1) Report
- (2)
- (3)

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
- 3. Does Agenda Item impact County personnel resources? Yes ☐ No ☐
(If Yes, brief detail)

INSTRUCTIONS ONCE SIGNED:☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒
Comment:
- 2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
- 3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
- 4. If hire order requires a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ **APPROVED FOR _03/21/18_____ BOC MEETING** ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail)**ASSIGNED TO: CONSENT****PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

Commissioner Thomas Huxley	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Sue Gold	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Court Boice	Yes <input type="checkbox"/> No <input type="checkbox"/>

CURRY COUNTY SURVEYOR MONTHLY ACTIVITY REPORT
FOR FEBRUARY 2018

County Surveyor & Department Specialist Activities:

- a. Normal activities of reviewing preliminary maps and filing the final maps of survey, partition plats, and property line adjustments during the month. Also assisting citizens with questions and helping them find available information or filed maps.
- b. The surveyor's website is still being "fine-tuned" to display all the available information in a pleasing way and the easiest method to find it.
- c. Barbara Colton is an administrator on the website and is always happy to help other departments with the website if they have questions.
- d. The National Geodetic Survey (NGS) has requested assistance with obtaining good GPS observations on a number of control stations for the 2018 Geoid (model of the earth) which will be used to determine elevations and coordinates in the upcoming North American Pacific Geopotential Datum (NAPGD) 2022. It is anticipated that this new adjustment will move the coordinates for our area a little over a meter horizontally and up to 2 decimeters vertically. It is anticipated, that this new datum will be used for everything. An example of its importance would be FEMA flood certifications for flood insurance. Basically, most of the old bench marks will not be as relevant and GPS will be used for almost all horizontal and vertical control. The requested GPS observations were for 5 stations affecting about 98% of Curry's area. Facts recently learned:
 - o It must be done by August 31, 2018.
 - o They want 2 - 4 hour observations (not the 4 hours originally thought) on each station.

We are about 40% of the way through this project. 4 stations need an additional 4 hour observation and one has to wait for the snow to clear.

- e. A project for this spring is to check the Public Land Survey System (PLSS) monuments on private land that may have been affected by the Chetco Bar Fire. Perhaps a summer intern (or two) could be found for help in the field.
- f. When the budget permits, there are hundreds of small iron pipes that were set for PLSS monuments in the 1950's by private & county surveyors that should be visited, new bearing trees marked or reference points set and new 2" iron pipes with stamped aluminum caps set.
- g. We would appreciate your thoughts on approaching the BOC to ask to amend the use of Public Land Corner Preservation Account Funds for special projects like "d" above that are necessary for the general welfare of Curry County Citizens.

New Maps of Survey, Property Line Adjustments or Plats filed, scanned, copied and filed (all currently online):

- 1 Survey was completed in the north part of Curry County.
- 1 Survey was completed near Gold Beach.
- 2 Surveys were completed near Brookings.

Deposits for December: = \$ 1,768.00

Reily Smith worked 75.5 hours in February.
Barbara Colton worked 66.75 hours in February.

Respectfully submitted,

Reily Smith, County Surveyor
Barbara Colton, Department Specialist

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** S-1701 filed by Walter & Slawomira Zandt: a request for **Final** plat acceptance for the Seascape Subdivision.**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: March 21, 2018**DEPARTMENT:** Community Development**TIME NEEDED:** 5 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐ If no memo, explain:**CONTACT PERSON:** Carolyn Johnson**PHONE/EXT:** 3228**TODAY'S DATE:** 03.15.2018**BRIEF BACKGROUND OR NOTE: (If no memo attached)****FILES ATTACHED:**

(1) Memo

(2)

(3)

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved?

Yes ☐ No ☒

(If Yes, brief detail)

2. Does this agenda item impact any other County department?

Yes ☐ No ☒

(If Yes, brief detail)

3. Does Agenda Item impact County personnel resources?

Yes ☐ No ☒

(If Yes, brief detail)

INSTRUCTIONS ONCE SIGNED:☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses

Yes ☐ No ☐ N/A ☐

Comment:

2. Confirmed Submitting Department's personnel-related materials

Yes ☐ No ☐ N/A ☐

Comment:

3. If job description, Salary Committee reviewed:

Yes ☐ No ☐ N/A ☐

4. If hire order requires a Personnel Action Form (PAF)?

Pending ☐ N/A ☐ No ☐ HR ☐**PART IV – COUNTY ADMINISTRATOR REVIEW**☐ **APPROVED FOR** _____ **BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact?Yes ☐ No ☐

(If Yes, brief detail)

ASSIGNED TO: CONSENT**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

Commissioner Sue Gold

Yes ☐ No ☐

Commissioner Thomas Huxley

Yes ☐ No ☐

Commissioner Court Boice

Yes ☐ No ☐



BOARD OF COMMISSIONERS AGENDA REPORT

Meeting Date: March 21, 2018

Presented by: Carolyn Johnson, Community Development Director

Subject: S-1701 filed by Walter & Slawomira Zandt: a request for **FINAL** plat acceptance for the Seascape Subdivision located at the end of East Hoffeldt Lane within the Brookings UGB.

Summary: This 5 lot subdivision was granted Planning Commission preliminary plat and plan approval on September 5th, 2017 and Planning Commission final approval on March 15, 2018.



The County Land Division says if the Planning Commission approves the final map, the necessary signatures on the map shall be affixed and the plan shall be delivered to the Board of County Commissioners for their final approval and signatures of a majority of the Board members. The mylar prints of the Seascape Subdivision are now available to the Board signatures.

Pursuant to ORS 92.100(7) the approval by the Board of Commission for the final plat recording is not a land use decision or limited land use decision.

Attachment 1 provides further citations regarding this matter from the Curry County Land Division Ordinance and the ORS for the Board's reference. The additional requirements have been met.

ATTACHMENT 1

CCLDO Section 5.0110.8) *All final plans shall be presented to the Planning Director and shall have the necessary signatures of the owners and mortgagees, and signature blanks for the Planning Director, County Sanitarian, County Surveyor, County Assessor, County Roadmaster, Planning Commission Chairman and Secretary, County Tax Collector, and Board of County Commissioners.*

92.100 Approval of plat by city or county surveyor; procedures; approval by county assessor and county governing body; fees. (1) (c) *Except as provided in subsection (4) of this section, if the land is outside the corporate limits of any city, the subdivision or partition plat must be approved by the county surveyor before it is recorded.*

(d) *All subdivision plats must also be approved by the county assessor and the governing body of the county in which the property is located before recording.*

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: Brookings Airport Hangars A-0 & 2B Leases with Lee Garvin****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 03-21-18 **DEPARTMENT:** Counsel **TIME NEEDED:** 5 min(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐**CONTACT PERSON:** J. Huttel **PHONE/EXT:** 3219 **TODAY'S DATE:** 03-15-18**BRIEF BACKGROUND OR NOTE:****FILES ATTACHED:**

- (1) Memo
- (2) Orders (2) one each for A-0 and 2B
- (3) Leases (2) one each for A-0 and 2B

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☒ No ☐
(If Yes, brief detail) Assessor's Office
3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail) Road staff efforts to complete grant application and replace associated storm culverts

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk

Name: Lee Garvin

☒ Send Printed Copy to:

Address: P.O. Box 1220

☐ Email a Digital Copy to:

City/State/Zip: Brookings, Or. 97415

☒ Other Both Leases

Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires a Personnel Action Form (PAF)? Pending ☒ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ **APPROVED FOR _03/21/2018_____ BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail)

ASSIGNED TO: CONSENT**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**Commissioner Sue Gold Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐

BOC MEMO TEMPLATE

TO: JOHN HITT

FROM: BRENDA STARBIRD, LEGAL ASSISTANT

SUBJECT: Brookings Airport Hangars A-0 and 2B

DATE: 03-15-18

BACKGROUND: Both leases are in the name of Lee Garvin. Leases are dated 2014 through 2019.

RELEVANT FACTS: Leases have been in a delinquent state since June 30, 2014. On 03-15-18 Mr. Garvin paid back rents, signed the leases and provided proof of insurance listing County as Additional insured. It would seem that this lease will likely be kept current in the future.

OPTIONS: Approvet both leases.

Do not Approve.

RECOMMENDATION(S): Approve both Brookings Airport Hangar Leases.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)	
Authorizing the Board of)	
Curry County Commissioners	)	ORDER NO. _____
to Execute a Non-Commercial)	
Airplane Hangar Lease with)	
Lee Garvin)	

WHEREAS, Lee Garvin desires to lease Hangar Site #A-0 at the Brookings Airport;
and

WHEREAS, the hangar site is available for such purposes; and

WHEREAS, the lease is in the County standard form with rent set in an amount
approved by the Board of Curry County Commissioners; and

WHEREAS, the assumed lease is for an initial term from July 1, 2014 to June 30,
2019; and

WHEREAS, pursuant to ORS 271.310 and ORS 271.360, the Board finds that the
public interest will be furthered by the lease;

**NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY
ORDERS** that it is authorized to execute a non-commercial hangar lease for Hangar Site
#A-0 at the Brookings Airport with Lee Garvin.

DATED this 21st day of March, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Sue Gold, Chair

John Hutt
Curry County Legal Counsel

Thomas Huxley, Vice Chair

Court Boice, Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)	
Authorizing the Board of)	
Curry County Commissioners	)	ORDER NO. _____
to Execute a Non-Commercial)	
Airplane Hangar Lease with)	
Lee Garvin)	

WHEREAS, Lee Garvin desires to lease Hangar Site #2B at the Brookings Airport;
and

WHEREAS, the hangar site is available for such purposes; and

WHEREAS, the lease is in the County standard form with rent set in an amount
approved by the Board of Curry County Commissioners; and

WHEREAS, the assumed lease is for an initial term from July 1, 2014 to June 30,
2019; and

WHEREAS, pursuant to ORS 271.310 and ORS 271.360, the Board finds that the
public interest will be furthered by the lease;

**NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY
ORDERS** that it is authorized to execute a non-commercial hangar lease for Hangar Site
#2B at the Brookings Airport with Lee Garvin.

DATED this 21st day of March, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Sue Gold, Chair

John Hutt
Curry County Legal Counsel

Thomas Huxley, Vice Chair

Court Boice, Commissioner

AFTER RECORDING RETURN TO/
AND SEND TAX STATEMENTS TO:

Lee Garvin
P.O. Box 1220
Brookings, Oregon 97415

**LEASE FOR NONCOMMERCIAL AIRPLANE HANGAR SITE
AT BROOKINGS AIRPORT**

LESSOR: **CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON,
hereinafter called "COUNTY", 94235 Moore Street, Suite 122, Gold Beach, OR 97444.**

LESSEE: Lee Garvin, P.O. Box 1220, Brookings, Oregon 97415

LEASEHOLD PREMISES: **BROOKINGS AIRPORT HANGAR SITE #A-0**

INITIAL TERM OF LEASE: **JULY 1, 2014 TO JUNE 30, 2019.**

RECITAL:

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, desires to lease to LESSEE, and LESSEE desires to lease from COUNTY, a noncommercial aircraft hangar site located at the Brookings Airport.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, CONDITIONS AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. Description of Premises.

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, agrees to lease to LESSEE a noncommercial aircraft hangar site of approximately 3603 square feet (including a 5' apron around the building) as follows: Hangar Site #A-0 located at the Brookings Airport, Curry County, Oregon, as shown on Exhibit "A" and Exhibit "A-1" including the square footage designated in Exhibit "A-2", and Exhibit "B" all of which exhibits are attached hereto and incorporated herein by this reference.

SECTION 2. Initial Lease Term.

This lease term begins July 1, 2014, and ends June 30, 2019.

SECTION 3. Rent.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$917.58 (\$.24 per square foot for) fiscal year 2017-2018 for the 3603 square foot aircraft hangar (includes apron) and back rent due in the amount of \$2,799.71.

3.2 Payment of rent for each subsequent year of the lease shall be paid in full annually on or before the annual anniversary of the first day of the lease.

3.3 For each anniversary of the initial year, whether notice is given or not, rent shall be adjusted for inflation based upon the Portland Consumer Price Index (CPI) for the period ending in December of the previous year. The base for computing the adjustment is the CPI (U) published by the United States Department of Labor, Bureau of Labor Statistics (Index).

3.4 If the Portland CPI is discontinued during the term or after lease renewal, COUNTY may select any other government index or computation for replacement to obtain substantially the same result as would have been obtained if the Portland CPI had not been discontinued.

SECTION 4. Option to Renew Lease.

4.1 If the lease is not in default, LESSEE shall have the option to apply for a renewal of this lease for an additional term of five (5) years. The option to renew shall be allowed so long as LESSEE complies with the provisions of this section and signs an extension agreement, including any reasonable modifications consistent with the provisions of this lease.

4.2 The application to renew shall be exercised by giving written notice to COUNTY at least sixty (60) days, and not more than one hundred eighty (180) days prior to the last day of the expiring term.

4.3 Any renewals of this lease shall be on substantially the same terms and conditions as the initial lease. (Provided however, that within one hundred eighty (180) days but not less than sixty (60) days prior to the termination of a five (5) year term) COUNTY may submit to LESSEE an extension agreement specifying any changes in the terms within thirty (30) days of receiving LESSEE'S written application for renewal.

4.4 If LESSEE agrees to the terms and wishes to renew the lease for another term, LESSEE shall send to COUNTY the signed extension agreement prior to the last day of the expiring term. The lease extension shall be binding when the extension agreement is fully executed by the parties.

4.5 If LESSEE exercises the option to renew, but fails to sign the extension agreement prior to the last day of the lease term, this lease shall terminate on the last day of the current five (5) year term.

SECTION 5. Use of Premises.

LESSEE shall use the leased premises solely for NONCOMMERCIAL aeronautical purposes. Use is limited exclusively to the storage of aircraft and aircraft-related supplies.

SECTION 6. Airport Regulations.

The flights conducted at this airport shall conform to all applicable Federal Aviation Regulations, Oregon Aviation Laws, and traffic patterns as established at the airport.

SECTION 7. Registration.

LESSEE understands and agrees that any aircraft hangared by LESSEE on the premise covered by this lease at the Brookings Airport shall be registered with the State of Oregon Department of Aviation, annually, in compliance with ORS 837.015 "Registration of Aircraft." In addition, all resident pilots operating such aircraft shall be registered with the State of Oregon Department of Aviation, as required by ORS 837.020.

SECTION 8. Entry onto Premises.

LESSEE agrees to permit COUNTY to enter onto the leased premises at any time for the purpose of ascertaining compliance with the terms and conditions of this lease. Except in case of an emergency, agreement to the contrary by LESSEE, or unless it is impracticable to do so, COUNTY shall give LESSEE at least twenty-four (24) hour notice of COUNTY'S intent to enter and may enter only at reasonable times.

SECTION 9. Construction or Alteration.

Prior to the start of any construction or alteration on the leased premises, LESSEE shall submit to COUNTY

a copy of all the required city/county building permits along with the final plans and specifications. No construction or alteration shall be started without COUNTY'S prior written approval. Notice of any and all proposed construction or alterations shall be submitted through COUNTY to the Federal Aviation Administration on FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as prescribed in Section 77.17 (FAR). LESSEE shall complete construction or alteration within twelve (12) months of execution of this lease. The project shall be similar in color, structure, and appearance to other construction in the Brookings Airport.

SECTION 10. Improvements.

All improvements made on the leased premises shall remain the property of LESSEE and shall be removed by LESSEE within thirty (30) days following the expiration or termination of this lease, unless otherwise agreed to by COUNTY, and except as otherwise provided.

SECTION 11. Protection of the Airport's Imaginary Surfaces.

COUNTY shall have the right to take any action it considers necessary to protect the airport's imaginary surfaces, as defined by Federal Aviation Regulations, Part 77. COUNTY reserves the right to prevent LESSEE from erecting, or permitting to erect, any building or other structure on the airport which, in the opinion of COUNTY, would limit the usefulness of the airport or constitute a hazard to aircraft.

SECTION 12. Maintenance.

LESSEE shall keep the leased premises as shown on Exhibits "A" and "A Part-4" in a safe condition at all times. In addition, LESSEE shall maintain the leased premises in a reasonably clean and neat fashion, and shall not permit the accumulation of rubbish, junk, aircraft or automobile parts or any other material on the premises.

LESSEE shall not dump any chemical or petroleum products on the leased premises or airport property. In addition, LESSEE shall recycle petroleum products and dispose of chemical wastes in accordance with the Oregon Department of Environmental Quality's rules and regulations which are available to LESSEE by contacting the Oregon Department of Environmental Quality. Cleanup of intentional dumping or accidental spillage as a result of LESSEE'S actions will be the responsibility of the LESSEE and shall be carried out in accordance with Department of Environmental Quality standards.

SECTION 13. Landscaping.

If LESSEE chooses to landscape the leased premises, such landscaping shall be limited to low-growing shrubs and plants. LESSEE also agrees to keep any grass mowed on the leased premises and along its taxiway.

SECTION 14. Fire Prevention.

LESSEE shall exercise due care to prevent and control fires on the premises, and to that end shall not store gasoline or other flammable items in LESSEE'S hangar. LESSEE further agrees to abide by the pertinent rules and regulations set forth by the local, county and state fire marshals.

SECTION 15. Destruction of Hangar or Improvements.

In the event that the hangar on the leased premises is destroyed during the term of this lease, LESSEE shall have the option of restoring the premises to its original condition, or of terminating this lease by giving written notice of termination within thirty (30) days after destruction of the hangar. In the event that a hangar is destroyed or damaged, LESSEE shall replace, repair, or remove the hanger within a reasonable time as determined by

COUNTY. If LESSEE fails to replace, repair, or remove the hanger within a reasonable time, then the provisions of SECTION 30 Termination, shall apply.

SECTION 16. Compliance with Law.

LESSEE shall observe and obey all laws, ordinances, rules and regulations promulgated by any lawful authority of the United States, the State of Oregon, or any municipal subdivision having authority over or jurisdiction of the premises. This includes, but is not limited to safety, health, sanitary, fire, electrical and building codes, zoning and state and local comprehensive plans.

SECTION 17. Hold Harmless and Insurance.

LESSEE shall conduct its activities under this lease at LESSEE'S own risk. LESSEE shall hold harmless and indemnify COUNTY, its agents, officers and employees from any and all damages, demands, suits or actions whatsoever resulting from or because of, any damage to property, injury or death to any person(s) arising out of any action or omissions by LESSEE or LESSEE'S contractors, employees or agents.

LESSEE agrees during the term hereof, to keep a policy of general liability insurance in effect, with respect to the leased premises with minimum coverage of \$1,000,000.00 combined single limits. The policy shall name County as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving County at least thirty days prior written notice. The insurance shall be in an insurance company registered to do business in the State of Oregon and a copy of the policy or the certificate of insurance shall be delivered to Lessor.

SECTION 18. Taxes and Liens, and Utilities.

LESSEE agrees to keep the leased premises free and clear of all liens and encumbrances and agrees to promptly pay any and all taxes levied thereon and on any improvement made or placed thereon subject to such taxes. LESSEE shall be responsible for ensuring that any taxable improvements are lawfully brought to the attention of the tax assessor. COUNTY shall have the right, but not the obligation, during the term of this lease and any renewal thereof, to pay any taxes or other charges on the leased land remaining unpaid by LESSEE after the same has become due and payable.

LESSEE shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the leased Premises, including but not limited to charges for water, sewage disposal, electricity, garbage disposal and telephone services.

SECTION 19. Access and Automobile Parking.

No motor vehicle belonging to LESSEE, except aircraft, shall be allowed on the airport runway, taxiway or adjacent airport land, except in areas specifically designated for motor vehicle use.

SECTION 20. Future Agreements.

Any future agreement between the parties relative to this agreement shall be ineffective to modify or discharge this agreement, in whole or in part, unless such agreement is in writing and signed with the same formalities as this instrument.

SECTION 21. No Assignment Without Consent.

WARNING: THIS LEASE SHALL NOT BE ASSIGNED, NOR THE PREMISES SUBLET,

WITHOUT EXPRESS PRIOR WRITTEN APPROVAL BY COUNTY. SUBLETTING CONSTITUTES A COMMERCIAL OPERATION, AND ANY COMMERCIAL LEASE MUST BE NEGOTIATED. LEASE RIGHTS HEREIN SHALL NOT AUTOMATICALLY PASS WITH THE SALE OF THE STRUCTURES.

The proposed purchaser or LESSEE must negotiate and execute an agreement with COUNTY to obtain lease rights. Acceptance of any purchaser or LESSEE shall not be unreasonably withheld. The assignment and resulting paperwork shall be subject to a \$50.00 service fee.

SECTION 22. Subordination to Federal-State Agreements.

22.1 The provisions of this lease shall be subordinate to any existing or future agreement between COUNTY and the United States relative to the operation or maintenance of the Brookings Airport. This subordination may be required as a condition precedent to the receipt of federal funds for the development of the airport. Failure of LESSEE to comply with any of the requirements of any existing or future agreement between COUNTY and the United States shall be cause for termination of LESSEE'S rights hereunder.

22.2 During a time of war or national emergency, COUNTY shall have the right to lease the landing area or any part thereof to the United States government for military or other federal government purposes. If such lease is executed, the provisions of this lease inconsistent with the provisions of the lease to the government shall be suspended.

SECTION 23. County's Right to Develop the Airport.

COUNTY reserves its right to further develop or improve the airport facility on COUNTY property in accordance with its duty to develop aviation within the state as dictated by the demands of air traffic and aviation safety.

SECTION 24. Maintenance of Airport.

COUNTY shall maintain the runways, public taxiways and aircraft parking areas. It is mutually understood that COUNTY retains sole authority to determine the methods and schedules by which any maintenance or necessary construction is to be performed. COUNTY shall have the right to close the airport whenever it deems necessary for reasons of public safety or convenience. No advance notice shall be necessary when closure of the airport is by reason of weather, acts of God, or other unforeseen circumstances.

SECTION 25. No Exclusive Right.

It is understood and agreed by the parties hereto that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958. It is clearly understood and agreed by the parties hereto that LESSEE may choose to perform any service on its own aircraft that it is legally qualified to perform.

SECTION 26. Authority.

Any and all powers and authority conferred upon LESSEE by this lease shall be strictly construed, and no other powers may be lawfully exercised by LESSEE without COUNTY'S prior written consent. LESSEE shall not have any authority to act on behalf of COUNTY, or to bind COUNTY to any third party, contractually or otherwise, except as is expressly stated herein.

SECTION 27. Non-Discrimination.

COUNTY will not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:

- (a) Deny an individual any services or other benefits provided under this Agreement
- (b) Provide any services or other benefits to an individual which are different or are provided in a different manner from those provided under this Agreement
- (c) Subject an individual to segregation or separate treatment in any matter related to the receipt of any service(s) or other benefits under this Agreement.

SECTION 28. Notice of Breach of Contract Terms.

In the event of a breach of any of the terms of this lease agreement, each party to the agreement shall have the option of giving written notice of the breach to the party in default. If the conditions of breach are not corrected within thirty (30) days of the receipt of the notice of the breach, the injured party shall have the option of declaring the breaching party in default.

SECTION 29. Conditions of Default.

The following occurrences shall be deemed conditions of default on the part of Lessee:

- (a) LESSEE is declared involuntarily bankrupt or files a bankruptcy petition.
- (b) Abandonment of the leased premises by LESSEE for a period in excess of ninety (90) days even though the lease is paid current. No abandonment shall be deemed to have occurred if COUNTY has received written notice of temporary hangar vacancy or lessee's temporary absence.
- (c) LESSEE'S failure to pay rent within thirty (30) days after receiving written notice of the breach.
- (d) COUNTY or LESSEE'S failure to correct any breach of the terms, covenants and conditions contained herein within thirty (30) days after receiving written notice of the breach.

Written notice of ANY default shall be served by delivery in person, or by certified mail, to the party in default. For good cause shown, the party sending notice of default may, at its sole option, grant a reasonable extension of time, in excess of the thirty (30) day period set forth above, to cure the default.

SECTION 30. Termination for Default

In the event that this lease has been declared in default as provided above the party not in default may, at injured party's option, terminate this lease without further notice to the defaulting party. In the event that LESSEE is the defaulting party, all rights, powers and privileges of LESSEE hereunder shall cease and LESSEE shall immediately vacate the leasehold, making no claim of any kind against COUNTY, its agents or representatives by reason of such termination.

Re-occurrence of the same condition for which the defaulting party has previously been served notice in any twelve (12) month period may result in automatic termination of this lease.

SECTION 31. Payment of Costs upon Default.

In the event of the breach of any terms, conditions or provisions of this lease and in all cases of default, the prevailing party shall be entitled to collect costs and expenses, including reasonable attorney fees incurred in enforcing any of the terms and conditions of this lease.

SECTION 32. Termination for Reasons Unrelated to Default

This lease shall automatically terminate upon any of the following circumstances, and rent shall be pro-rated as of the date of termination:

- (a) Mutual written agreement of the parties;
- (b) LESSEE'S sale, subject to written notice to COUNTY, of LESSEE'S hangar, improvements and fixtures. In such case, LESSEE shall present COUNTY with one or more prospective buyers/lessees acceptable to COUNTY. LESSEE shall notify COUNTY, in writing, thirty (30) days in advance of any proposed sale to allow adequate time for COUNTY to approve the buyer and draw new lease documents. The lease shall terminate upon execution of the lease by the new buyer.
- (c) COUNTY'S purchase of the LESSEE'S improvements and fixtures with LESSEE'S consent. To exercise this option, COUNTY shall notify LESSEE in writing and shall make a written offer for such improvements and fixtures. The lease shall terminate on the closing date of the sale.

SECTION 33. Lessee's Rights Upon Termination after County's Default

In the event that this lease or any renewal thereof is terminated by virtue of a default by COUNTY, LESSEE shall have the following rights and obligations with regard to permanent improvements and fixtures owned by LESSEE and placed on the leased premises by LESSEE:

- (a) Sell LESSEE'S hangar and improvements to COUNTY at fair market value and receive a rent refund prorated as of the date of termination for the unused term of the lease. If the parties cannot agree on a purchase price, the value of the improvements shall be determined by a qualified appraiser agreed upon by both COUNTY and LESSEE. An appraiser shall be appointed within fifteen (15) days of written request by either party. If the parties cannot agree on an appraiser, an independent appraiser shall be appointed by a Circuit Court Judge seated in Curry County. Purchase shall be completed within ninety (90) days of determining the purchase price by agreement or appraisal.
- (b) Remove LESSEE'S improvements within ninety (90) days of the date of termination, and receive a rent refund prorated as of the date of termination for the unused term of the lease. If improvements are not fully removed at the end of ninety (90) days, SECTION 37 shall apply.
- (c) Exercise any other legal remedies available to LESSEE.

SECTION 34. Termination for Airport Development.

In the event that COUNTY should make a determination that the leased premises are required by COUNTY for airport development, COUNTY shall, providing other suitable space is available on airport property, submit to LESSEE an alternative site for its consideration. In the event that LESSEE chooses to relocate on a site submitted by COUNTY, COUNTY shall relocate LESSEE to a new site by either moving LESSEE'S present improvements or by constructing improvements comparable to those occupied by LESSEE before the relocation to a new site. The decisions to move the existing improvements or to construct comparable improvements shall be at the sole discretion of COUNTY. Any improvements owned by LESSEE which are not moved, but replaced, shall become the property of COUNTY, and title to same shall be properly conveyed to COUNTY by LESSEE. All terms and conditions of this lease or any renewal thereof shall continue in full force and effect as to the relocated leasehold; PROVIDED, HOWEVER, that LESSEE'S obligation to pay all contractual fees shall be waived for the amount of

7 |A-0 Garvin

time LESSEE is required to suspend operation as a result of the relocation. Space at such relocated site shall be leased to LESSEE at the rate per square foot which is in effect on the date relocation is completed, and shall remain in effect for the balance of that lease year. In the event that no suitable space is available at the airport for LESSEE'S relocation or LESSEE chooses not to relocate, this lease may be terminated by either party. LESSEE shall vacate said site upon ninety (90) days written notice by COUNTY. LESSEE shall have the option of requiring COUNTY to pay fair market value for the improvements as determined by the procedures established in SECTION 33. If LESSEE exercises this option, title to said improvements shall be properly conveyed to COUNTY by LESSEE. If LESSEE does not exercise its option as referred to above or the parties hereto cannot agree on a purchase price for the improvements, LESSEE agrees to remove all of its improvements from the property within ninety (90) days following the date of termination as set forth in SECTION 33(b).

SECTION 35. Termination Upon Necessary Closure of the Airport.

Should COUNTY determine that it is necessary and advisable that this airport be abandoned or closed due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other just cause, COUNTY shall have the right to terminate this lease on ninety (90) days written notice to LESSEE and the provisions of Section 33(b) shall apply.

SECTION 36. Transfer of Airport to Other Ownership.

In the event that the airport is transferred into other ownership, COUNTY agrees to make diligent effort, as a condition of the transfer, to secure in writing the transferee's prior assurance that the transferee will, by acceptance of ownership of the airport, assume COUNTY'S responsibilities under terms and conditions of this lease.

SECTION 37. Restoration of Premises to County upon Termination.

If this lease is terminated for any reason either by COUNTY or LESSEE, and LESSEE:

- (a) fails to vacate the leasehold;
- (b) fails to leave the premises in as good as condition as when LESSEE first took possession; or,
- (c) fails to remove and dispose of LESSEE'S improvements; or, when such remedy is provided elsewhere in this agreement, fails to procure a buyer satisfactory to COUNTY within ninety (90) days of termination;

In any of the above circumstances, COUNTY reserves the right to remove any improvements, restore the premises to its original condition and collect from LESSEE all of the costs of removal and/or restoration. If COUNTY does not exercise its rights to remove the improvements, the improvements shall become the property of COUNTY. LESSEE shall have no possessory claim of any kind against COUNTY, its agents or representatives by reason of any termination where LESSEE has failed to timely exercise its remedies as provided herein, except that LESSEE may pursue any claim for monetary damages as a result of COUNTY'S default if any.

SECTION 38. Holding Over.

Any holding over after the expiration of the term of this lease, unless LESSEE has exercised its option to renew, shall result in a monthly rate to be determined by COUNTY. Holding over shall be at the sufferance of COUNTY, and is subject to termination on thirty (30) days written notice by COUNTY.

the neuter, and that generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year written below.

BOARD OF CURRY COUNTY COMMISSIONERS

Sue Gold, Chair

Thomas Huxley, Vice Chair

Court Boice, Commissioner

State of Oregon)
) SS
County of Curry)

Acknowledged before me this _____ day of _____, _____, by _____.

Notary Public for Oregon
My Commission Exp.: _____

LESSEE

BY: Lee GARVIN

Date: 11/17/2017

Mailing address: _____

PO Box 1220

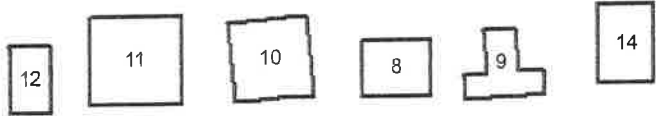
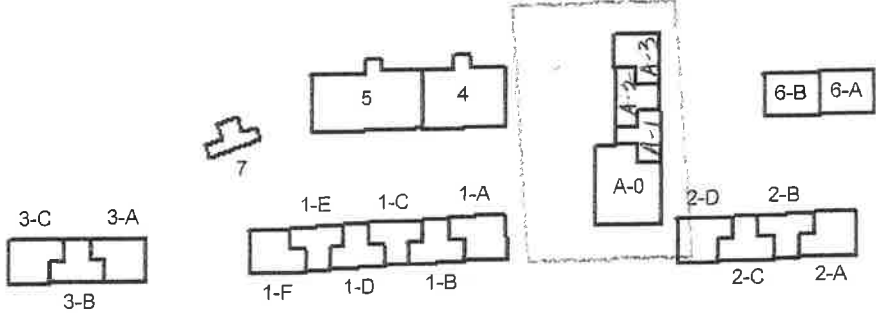
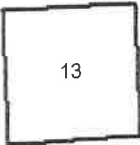
Brookings, OR 97415

Telephone: 541-661-6161

Aircraft No. N91053 (Number must be documented)

Brookings Airport Hangars Overview

EXHIBIT "A"



Legend

Hangar

Parcels

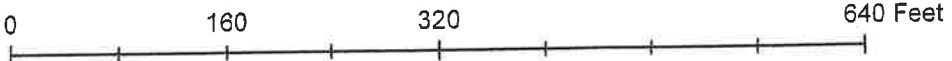
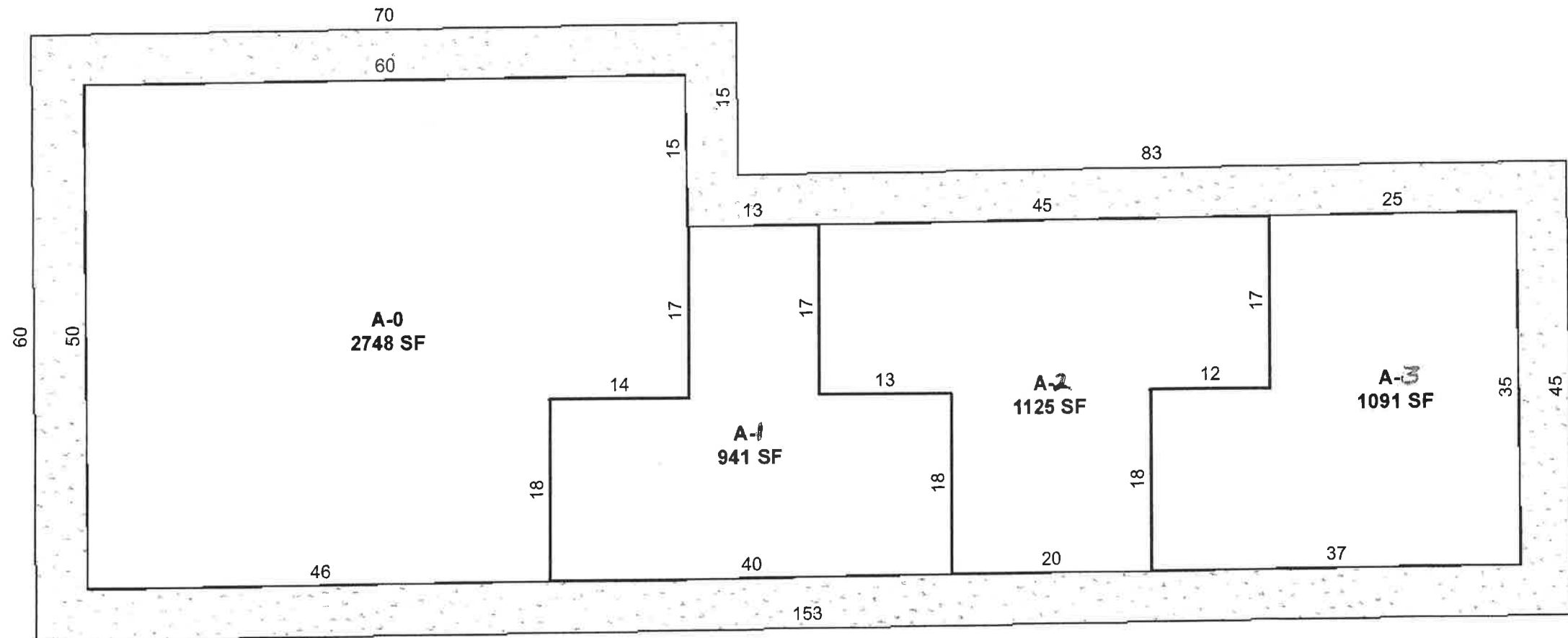
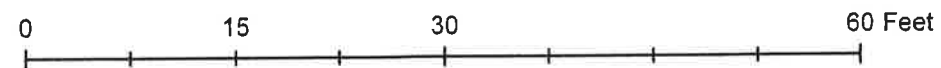


EXHIBIT "A-1"



-  Apron
-  Hangar
-  Parcels

Path: D:\WorkSpace\County\AirportBkrLease\BrookingsAirPort.mxd



BROOKINGS AIRPORT HANGARS

EXHIBIT A-2

HANGAR NO.	HANGAR SQ. FT.	APRON SQ. FT.	TOTAL SQ. FT.
1-A	1,172	570	1,741
1-B	990	300	1,289
1-C	990	300	1,290
1-D	990	299	1,289
1-E	990	300	1,290
1-F	1,172	570	1,741
2-A	1,188	575	1,763
2-B	990	300	1,290
2-C	990	300	1,290
2-D	1,188	575	1,763
3-A	1,155	567	1,722
3-B	990	301	1,291
3-C	1,155	567	1,722
4	2,820	950	3,770
5	3,816	1,211	5,027
6-A	1,353	625	1,978
6-B	1,353	625	1,978
7	580	720	1,300
8	2,184	1,040	3,224
9	1,848	1,200	3,048
10	3,599	1,301	4,901
11	4,619	1,459	6,078
12	1,515	905	2,421
13	10,000	2,101	12,101
14	2,520	1,120	3,640
A-0	2,748	855	3,603
A-1	941	265	1,206
A-2	1125	325	1450
A-3	1091	460	1551

All measurements are rounded to the nearest full foot

EXHIBIT "B"

**Township 40 South, Range 13 West, Section 31, Curry County, Willamette
Meridian
A.K.A Brookings Airport**

Hangar # A-0

AFTER RECORDING RETURN TO/
AND SEND TAX STATEMENTS TO:

Lee Garvin
P.O. Box 1220
Brookings, Oregon 97415

**LEASE FOR NONCOMMERCIAL AIRPLANE HANGAR SITE 2B
AT BROOKINGS AIRPORT**

LESSOR: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON,
hereinafter called "COUNTY", 94235 Moore Street, Suite 122, Gold Beach, OR 97444.

LESSEE: Lee Garvin P.O. Box 1220, Brookings, Oregon 97415

LEASEHOLD PREMISES: BROOKINGS AIRPORT HANGAR SITE #2B

INITIAL TERM OF LEASE: July 1, 2014 TO June 30, 2019

RECITAL:

COUNTY, as owner of the Brookings Airport, 17330 Parkview Drive, Brookings, Oregon 97415, Curry County, Oregon, desires to lease to LESSEE, and LESSEE desires to lease from COUNTY, a noncommercial aircraft hangar site located at the Brookings Airport.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, CONDITIONS AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. Description of Premises.

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, agrees to lease to LESSEE a noncommercial aircraft hangar site of approximately 1290 square feet (including a 5' apron around the building) as follows:

Hangar Site #2B located at the Brookings Airport, Curry County, Oregon, as shown on Exhibit "A" and Exhibit "A-1" including the square footage designated in Exhibit "A-2", and Exhibit "B" all of which exhibits are attached hereto and incorporated herein by this reference.

SECTION 2. Initial Lease Term.

This lease term begins July 1, 2014, and ends June 30, 2019.

SECTION 3. Rent.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$375.25 (\$.24 per square foot plus the accrued CPI's) for fiscal year 2017-2018 for the 1290 square foot aircraft hangar (includes apron) and back rent beginning July 1, 2014 through June 30, 2017 in the amount of \$1,081.16 for a total amount due of \$1,456.41. Initial rent and back rent owed shall be paid on or before execution of the lease.

3.2 Payment of rent for each subsequent year of the lease shall be paid in full annually on or before the annual anniversary of the first day of the lease.

3.3 For each anniversary of the initial year, whether notice is given or not, rent shall be adjusted for inflation based upon the Portland Consumer Price Index (CPI) for the period ending in December of the previous year. The base for computing the adjustment is the CPI (U) published by the United States Department of Labor, Bureau of Labor Statistics (Index).

3.4 If the Portland CPI is discontinued during the term or after lease renewal, COUNTY may select any other government index or computation for replacement to obtain substantially the same result as would have been obtained if the Portland CPI had not been discontinued.

SECTION 4. Option to Renew Lease.

4.1 If the lease is not in default, LESSEE shall have the option to apply for a renewal of this lease for an additional term of five (5) years. The option to renew shall be allowed so long as LESSEE complies with the provisions of this section and signs an extension agreement, including any reasonable modifications consistent with the provisions of this lease.

4.2 The application to renew shall be exercised by giving written notice to COUNTY at least sixty (60) days, and not more than one hundred eighty (180) days prior to the last day of the expiring term.

4.3 Any renewals of this lease shall be on substantially the same terms and conditions as the initial lease. (Provided however, that within one hundred eighty (180) days but not less than sixty (60) days prior to the termination of a five (5) year term) COUNTY may submit to LESSEE an extension agreement specifying any changes in the terms within thirty (30) days of receiving LESSEE'S written application for renewal.

4.4 If LESSEE agrees to the terms and wishes to renew the lease for another term, LESSEE shall send to COUNTY the signed extension agreement prior to the last day of the expiring term. The lease extension shall be binding when the extension agreement is fully executed by the parties.

4.5 If LESSEE exercises the option to renew, but fails to sign the extension agreement prior to the last day of the lease term, this lease shall terminate on the last day of the current five (5) year term.

SECTION 5. Use of Premises.

LESSEE shall use the leased premises solely for NONCOMMERCIAL aeronautical purposes. Use is limited exclusively to the storage of aircraft and aircraft-related supplies.

SECTION 6. Airport Regulations.

The flights conducted at this airport shall conform to all applicable Federal Aviation Regulations, Oregon Aviation Laws, and traffic patterns as established at the airport.

SECTION 7. Registration.

LESSEE understands and agrees that any aircraft hangared by LESSEE on the premise covered by this lease at the Brookings Airport shall be registered with the State of Oregon Department of Aviation, annually, in compliance with ORS 837.015 "Registration of Aircraft." In addition, all resident pilots operating such aircraft shall be registered with the State of Oregon Department of Aviation, as required by ORS 837.020.

SECTION 8. Entry onto Premises.

LESSEE agrees to permit COUNTY to enter onto the leased premises at any time for the purpose of ascertaining compliance with the terms and conditions of this lease. Except in case of an emergency, agreement to

the contrary by LESSEE, or unless it is impracticable to do so, COUNTY shall give LESSEE at least twenty-four (24) hour notice of COUNTY'S intent to enter and may enter only at reasonable times.

SECTION 9. Construction or Alteration.

Prior to the start of any construction or alteration on the leased premises, LESSEE shall submit to COUNTY a copy of all the required city/county building permits along with the final plans and specifications. No construction or alteration shall be started without COUNTY'S prior written approval. Notice of any and all proposed construction or alterations shall be submitted through COUNTY to the Federal Aviation Administration on FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as prescribed in Section 77.17 (FAR). LESSEE shall complete construction or alteration within twelve (12) months of execution of this lease. The project shall be similar in color, structure, and appearance to other construction in the Brookings Airport.

SECTION 10. Improvements.

All improvements made on the leased premises shall remain the property of LESSEE and shall be removed by LESSEE within thirty (30) days following the expiration or termination of this lease, unless otherwise agreed to by COUNTY, and except as otherwise provided.

SECTION 11. Protection of the Airport's Imaginary Surfaces.

COUNTY shall have the right to take any action it considers necessary to protect the airport's imaginary surfaces, as defined by Federal Aviation Regulations, Part 77. COUNTY reserves the right to prevent LESSEE from erecting, or permitting to erect, any building or other structure on the airport which, in the opinion of COUNTY, would limit the usefulness of the airport or constitute a hazard to aircraft.

SECTION 12. Maintenance.

LESSEE shall keep the leased premises as shown on Exhibits "A" and "A Part-4" in a safe condition at all times. In addition, LESSEE shall maintain the leased premises in a reasonably clean and neat fashion, and shall not permit the accumulation of rubbish, junk, aircraft or automobile parts or any other material on the premises.

LESSEE shall not dump any chemical or petroleum products on the leased premises or airport property. In addition, LESSEE shall recycle petroleum products and dispose of chemical wastes in accordance with the Oregon Department of Environmental Quality's rules and regulations which are available to LESSEE by contacting the Oregon Department of Environmental Quality. Cleanup of intentional dumping or accidental spillage as a result of LESSEE'S actions will be the responsibility of the LESSEE and shall be carried out in accordance with Department of Environmental Quality standards.

SECTION 13. Landscaping.

If LESSEE chooses to landscape the leased premises, such landscaping shall be limited to low-growing shrubs and plants. LESSEE also agrees to keep any grass mowed on the leased premises and along its taxiway.

SECTION 14. Fire Prevention.

LESSEE shall exercise due care to prevent and control fires on the premises, and to that end shall not store gasoline or other flammable items in LESSEE'S hangar. LESSEE further agrees to abide by the pertinent rules and regulations set forth by the local, county and state fire marshals.

SECTION 15. Destruction of Hangar or Improvements.

In the event that the hangar on the leased premises is destroyed during the term of this lease, LESSEE shall have the option of restoring the premises to its original condition, or of terminating this lease by giving written notice of termination within thirty (30) days after destruction of the hangar. In the event that a hangar is destroyed or damaged, LESSEE shall replace, repair, or remove the hangar within a reasonable time as determined by COUNTY. If LESSEE fails to replace, repair, or remove the hangar within a reasonable time, then the provisions of SECTION 30 Termination, shall apply.

SECTION 16. Compliance with Law.

LESSEE shall observe and obey all laws, ordinances, rules and regulations promulgated by any lawful authority of the United States, the State of Oregon, or any municipal subdivision having authority over or jurisdiction of the premises. This includes, but is not limited to safety, health, sanitary, fire, electrical and building codes, zoning and state and local comprehensive plans.

SECTION 17. Hold Harmless and Insurance.

LESSEE shall conduct its activities under this lease at LESSEE'S own risk. LESSEE shall hold harmless and indemnify COUNTY, its agents, officers and employees from any and all damages, demands, suits or actions whatsoever resulting from or because of, any damage to property, injury or death to any person(s) arising out of any action or omissions by LESSEE or LESSEE'S contractors, employees or agents.

LESSEE agrees during the term hereof, to keep a policy of general liability insurance in effect, with respect to the leased premises with minimum coverage of \$1,000,000.00 combined single limits. The policy shall name County as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving County at least thirty days prior written notice. The insurance shall be in an insurance company registered to do business in the State of Oregon and a copy of the policy or the certificate of insurance shall be delivered to Lessor.

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No motor vehicle belonging to LESSEE, except aircraft, shall be allowed on the airport runway, taxiway or adjacent airport land, except in areas specifically designated for motor vehicle use.

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Any future agreement between the parties relative to this agreement shall be ineffective to modify or discharge this agreement, in whole or in part, unless such agreement is in writing and signed with the same formalities as this instrument.

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WARNING: THIS LEASE SHALL NOT BE ASSIGNED, NOR THE PREMISES SUBLET, WITHOUT EXPRESS PRIOR WRITTEN APPROVAL BY COUNTY. SUBLETTING CONSTITUTES A COMMERCIAL OPERATION, AND ANY COMMERCIAL LEASE MUST BE NEGOTIATED. LEASE RIGHTS HEREIN SHALL NOT AUTOMATICALLY PASS WITH THE SALE OF THE STRUCTURES.

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22.1 The provisions of this lease shall be subordinate to any existing or future agreement between COUNTY and the United States relative to the operation or maintenance of the Brookings Airport. This subordination may be required as a condition precedent to the receipt of federal funds for the development of the airport. Failure of LESSEE to comply with any of the requirements of any existing or future agreement between COUNTY and the United States shall be cause for termination of LESSEE'S rights hereunder.

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Any and all powers and authority conferred upon LESSEE by this lease shall be strictly construed, and no other powers may be lawfully exercised by LESSEE without COUNTY'S prior written consent. LESSEE shall not have any authority to act on behalf of COUNTY, or to bind COUNTY to any third party, contractually or otherwise, except as is expressly stated herein.

SECTION 27. Non-Discrimination.

COUNTY will not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:

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- (b) Provide any services or other benefits to an individual which are different or are provided in a different manner from those provided under this Agreement
- (c) Subject an individual to segregation or separate treatment in any matter related to the receipt of any service(s) or other benefits under this Agreement.

SECTION 28. Notice of Breach of Contract Terms.

In the event of a breach of any of the terms of this lease agreement, each party to the agreement shall have the option of giving written notice of the breach to the party in default. If the conditions of breach are not corrected within thirty (30) days of the receipt of the notice of the breach, the injured party shall have the option of declaring the breaching party in default.

SECTION 29. Conditions of Default.

The following occurrences shall be deemed conditions of default on the part of Lessee:

- (a) LESSEE is declared involuntarily bankrupt or files a bankruptcy petition.
- (b) Abandonment of the leased premises by LESSEE for a period in excess of ninety (90) days even though the lease is paid current. No abandonment shall be deemed to have occurred if COUNTY has received written notice of temporary hangar vacancy or lessee's temporary absence.
- (c) LESSEE'S failure to pay rent within thirty (30) days after receiving written notice of the breach.
- (d) COUNTY or LESSEE'S failure to correct any breach of the terms, covenants and conditions contained herein within thirty (30) days after receiving written notice of the breach.

Written notice of ANY default shall be served by delivery in person, or by certified mail, to the party in default. For good cause shown, the party sending notice of default may, at its sole option, grant a reasonable extension of time, in excess of the thirty (30) day period set forth above, to cure the default.

SECTION 30. Termination for Default

In the event that this lease has been declared in default as provided above the party not in default may, at injured party's option, terminate this lease without further notice to the defaulting party. In the event that LESSEE is the defaulting party, all rights, powers and privileges of LESSEE hereunder shall cease and LESSEE shall immediately vacate the leasehold, making no claim of any kind against COUNTY, its agents or representatives by reason of such termination.

Re-occurrence of the same condition for which the defaulting party has previously been served notice in any twelve (12) month period may result in automatic termination of this lease.

SECTION 31. Payment of Costs upon Default.

In the event of the breach of any terms, conditions or provisions of this lease and in all cases of default, the prevailing party shall be entitled to collect costs and expenses, including reasonable attorney fees incurred in enforcing any of the terms and conditions of this lease.

SECTION 32. Termination for Reasons Unrelated to Default

This lease shall automatically terminate upon any of the following circumstances, and rent shall be pro-rated as of the date of termination:

- (a) Mutual written agreement of the parties;
- (b) LESSEE'S sale, subject to written notice to COUNTY, of LESSEE'S hangar, improvements and fixtures. In such case, LESSEE shall present COUNTY with one or more prospective buyers/lessees acceptable to COUNTY. LESSEE shall notify COUNTY, in writing, thirty (30) days in advance of any proposed sale to allow adequate time for COUNTY to approve the buyer and draw new lease documents. The lease shall terminate upon execution of the lease by the new buyer.
- (c) COUNTY'S purchase of the LESSEE'S improvements and fixtures with LESSEE'S consent. To exercise this option, COUNTY shall notify LESSEE in writing and shall make a written offer for such improvements and fixtures. The lease shall terminate on the closing date of the sale.

SECTION 33. Lessee's Rights Upon Termination after County's Default

In the event that this lease or any renewal thereof is terminated by virtue of a default by COUNTY, LESSEE shall have the following rights and obligations with regard to permanent improvements and fixtures owned by LESSEE and placed on the leased premises by LESSEE:

- (a) Sell LESSEE'S hangar and improvements to COUNTY at fair market value and receive a rent refund prorated as of the date of termination for the unused term of the lease. If the parties cannot agree on a purchase price, the value of the improvements shall be determined by a qualified appraiser agreed upon by both COUNTY and LESSEE. An appraiser shall be appointed within fifteen (15) days of written request by either party. If the parties cannot agree on an appraiser, an independent appraiser shall be appointed by a Circuit Court Judge seated in Curry County. Purchase shall be completed within ninety (90) days of determining the purchase price by agreement or appraisal.
- (b) Remove LESSEE'S improvements within ninety (90) days of the date of termination, and receive a rent refund prorated as of the date of termination for the unused term of the lease. If improvements are not fully removed at the end of ninety (90) days, SECTION 37 shall apply.
- (c) Exercise any other legal remedies available to LESSEE.

SECTION 34. Termination for Airport Development.

In the event that COUNTY should make a determination that the leased premises are required by COUNTY for airport development, COUNTY shall, providing other suitable space is available on airport property, submit to LESSEE an alternative site for its consideration. In the event that LESSEE chooses to relocate on a site submitted

by COUNTY, COUNTY shall relocate LESSEE to a new site by either moving LESSEE'S present improvements or by constructing improvements comparable to those occupied by LESSEE before the relocation to a new site. The decisions to move the existing improvements or to construct comparable improvements shall be at the sole discretion of COUNTY. Any improvements owned by LESSEE which are not moved, but replaced, shall become the property of COUNTY, and title to same shall be properly conveyed to COUNTY by LESSEE. All terms and conditions of this lease or any renewal thereof shall continue in full force and effect as to the relocated leasehold; PROVIDED, HOWEVER, that LESSEE'S obligation to pay all contractual fees shall be waived for the amount of time LESSEE is required to suspend operation as a result of the relocation. Space at such relocated site shall be leased to LESSEE at the rate per square foot which is in effect on the date relocation is completed, and shall remain in effect for the balance of that lease year. In the event that no suitable space is available at the airport for LESSEE'S relocation or LESSEE chooses not to relocate, this lease may be terminated by either party. LESSEE shall vacate said site upon ninety (90) days written notice by COUNTY. LESSEE shall have the option of requiring COUNTY to pay fair market value for the improvements as determined by the procedures established in SECTION 33. If LESSEE exercises this option, title to said improvements shall be properly conveyed to COUNTY by LESSEE. If LESSEE does not exercise its option as referred to above or the parties hereto cannot agree on a purchase price for the improvements, LESSEE agrees to remove all of its improvements from the property within ninety (90) days following the date of termination as set forth in SECTION 33(b).

SECTION 35. Termination Upon Necessary Closure of the Airport.

Should COUNTY determine that it is necessary and advisable that this airport be abandoned or closed due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other just cause, COUNTY shall have the right to terminate this lease on ninety (90) days written notice to LESSEE and the provisions of Section 33(b) shall apply.

SECTION 36. Transfer of Airport to Other Ownership.

In the event that the airport is transferred into other ownership, COUNTY agrees to make diligent effort, as a condition of the transfer, to secure in writing the transferee's prior assurance that the transferee will, by acceptance of ownership of the airport, assume COUNTY'S responsibilities under terms and conditions of this lease.

SECTION 37. Restoration of Premises to County upon Termination.

If this lease is terminated for any reason either by COUNTY or LESSEE, and LESSEE:

- (a) fails to vacate the leasehold;
- (b) fails to leave the premises in as good as condition as when LESSEE first took possession; or,
- (c) fails to remove and dispose of LESSEE'S improvements; or, when such remedy is provided elsewhere in this agreement, fails to procure a buyer satisfactory to COUNTY within ninety (90) days of termination;

In any of the above circumstances, COUNTY reserves the right to remove any improvements, restore the premises to its original condition and collect from LESSEE all of the costs of removal and/or restoration. If COUNTY does not exercise its rights to remove the improvements, the improvements shall become the property of COUNTY. LESSEE shall have no possessory claim of any kind against COUNTY, its agents or representatives by reason of

any termination where LESSEE has failed to timely exercise its remedies as provided herein, except that LESSEE may pursue any claim for monetary damages as a result of COUNTY'S default if any.

SECTION 38. Holding Over.

Any holding over after the expiration of the term of this lease, unless LESSEE has exercised its option to renew, shall result in a monthly rate to be determined by COUNTY. Holding over shall be at the sufferance of COUNTY, and is subject to termination on thirty (30) days written notice by COUNTY.

SECTION 39. No Warranty of Non-interference by Entities Outside County's Control.

The parties hereto understand and recognize that the actions of local governmental units, of parties holding land or living adjacent to the Brookings Airport, and of governmental entities not subject to COUNTY'S influence and control, may have, in the future, adverse impacts upon the number and character of flight and other operations at the airport. In such event LESSEE has the option of declaring the lease terminated on ninety (90) days written notice to COUNTY and the provisions of Section 33(b) shall apply.

SECTION 40. Accrued Rights.

Any termination of this lease, or of rights and benefits hereunder shall be without prejudice to the obligations, liabilities or rights of any party already accrued prior to such termination.

SECTION 41. Rights and Remedies Non-exclusive.

The rights and remedies provided in the above provisions relating to breach of contract, default, and termination shall not be exclusive, and are in addition to any other rights and remedies provided by law unless expressly precluded by this lease.

SECTION 42. Waiver.

Any waiver by COUNTY of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent COUNTY from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

SECTION 43. Notice.

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid, and if intended for COUNTY, then addressed to CURRY COUNTY COMMISSIONER'S OFFICE, at 94235 Moore Street, Suite 122, Gold Beach, OR 97444 and if intended for the LESSEE, then addressed to the LESSEE at P.O. Box 1220, Brookings, Oregon 97415. Any such notice shall be deemed conclusively to have been delivered to the addressee seventy-two hours (72) after the deposit thereof in said U.S. Certified Mails.

SECTION 44. Heirs and Assigns.

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, to the successors, heirs and assigns of such parties.

SECTION 45. No Employee Relationship.

The parties understand and agree that the requirements imposed on LESSEE by terms of this lease shall not

be construed to make LESSEE an officer, employee or agent of Curry County, as those terms are used in ORS 30.265.

SECTION 46. Identity of Parties.

In construing this lease, it is understood COUNTY or LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year written below.

CURRY COUNTY, OREGON
BOARD OF CURRY COUNTY COMMISSIONERS

_____ Thomas Huxley, Chair <i>VICE CHAIR</i>	Date: _____
_____ Sue Gold, Vice Chair	Date: _____
_____ Court Boice, Commissioner	Date: _____

State of Oregon)
) SS
County of Curry)

Acknowledged before me this _____ day of _____, _____, by _____

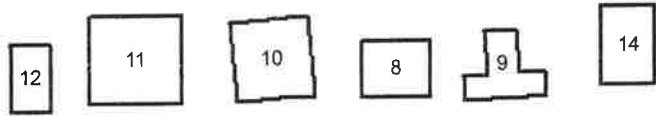
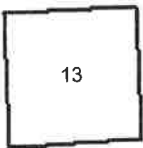
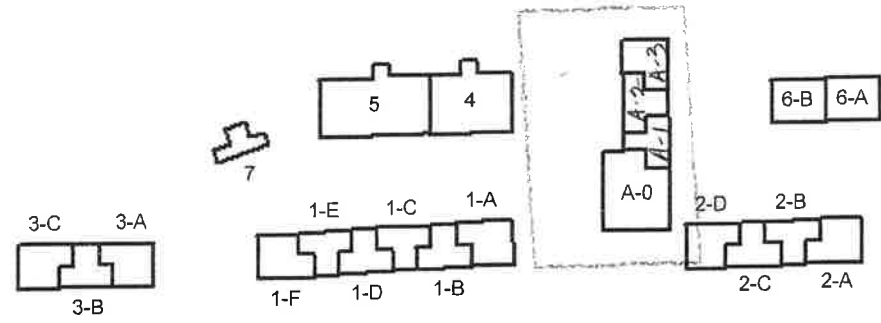
Notary Public for Oregon
My Commission Exp.: _____

LESSEE
BY: *Lee E. [Signature]*
Date: *11/17/2017*
Mailing address: *PO Box 1220*
Brookings, OR 97415



Telephone: *541-661-6161*
Aircraft No. *N736EH* (Number must be documented)

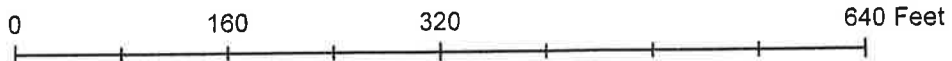
Brookings Airport Hangars Overview

EXHIBIT "A"



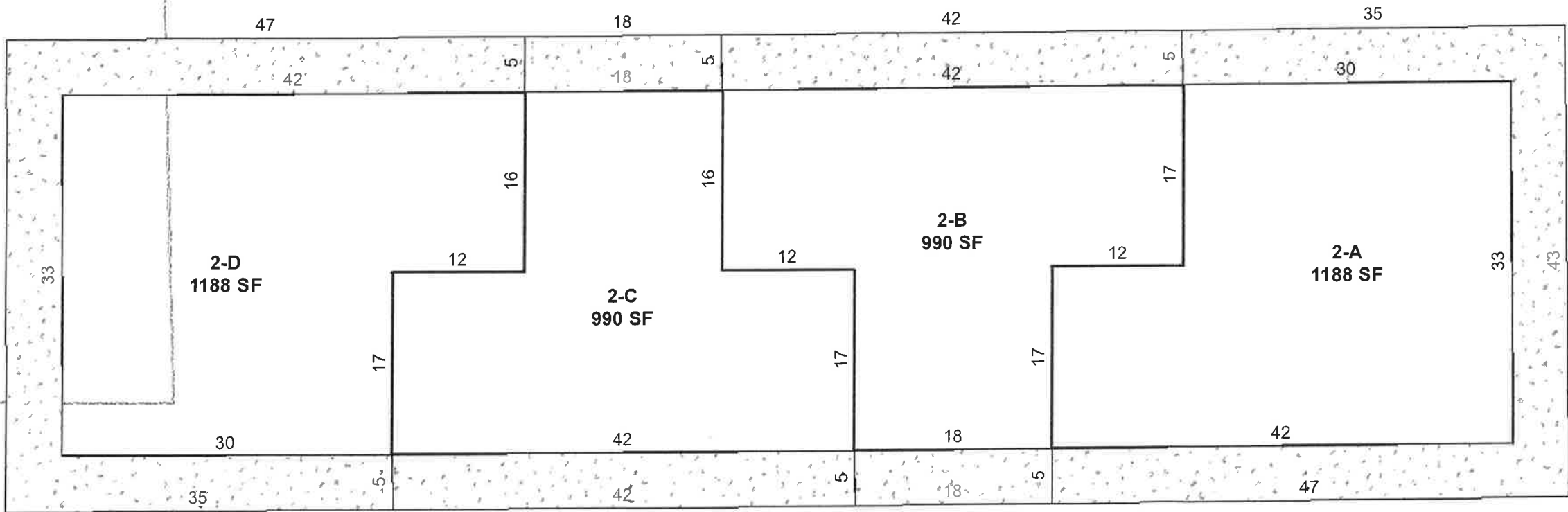
Legend

-  Hangar
-  Parcels



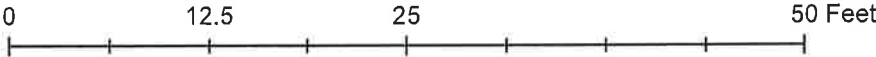
Brookings Airport Hangars
Building 2

EXHIBIT "A-1"



Legend

-  Apron
-  Hangar
-  Parcels



BROOKINGS AIRPORT HANGARS

EXHIBIT A-2

HANGAR NO.	HANGAR SQ. FT.	APRON SQ. FT.	TOTAL SQ. FT.
1-A	1,172	570	1,741
1-B	990	300	1,289
1-C	990	300	1,290
1-D	990	299	1,289
1-E	990	300	1,290
1-F	1,172	570	1,741
2-A	1,188	575	1,763
2-B	990	300	1,290
2-C	990	300	1,290
2-D	1,188	575	1,763
3-A	1,155	567	1,722
3-B	990	301	1,291
3-C	1,155	567	1,722
4	2,820	950	3,770
5	3,816	1,211	5,027
6-A	1,353	625	1,978
6-B	1,353	625	1,978
7	580	720	1,300
8	2,184	1,040	3,224
9	1,848	1,200	3,048
10	3,599	1,301	4,901
11	4,619	1,459	6,078
12	1,515	905	2,421
13	10,000	2,101	12,101
14	2,520	1,120	3,640
A-0	2,748	855	3,603
A-1	941	265	1,206
A-2	1125	325	1450
A-3	1091	460	1551

All measurements are rounded to the nearest full foot

EXHIBIT "B"

**Township 40 South, Range 13 West, Section 31, Curry County, Willamette
Meridian
A.K.A Brookings Airport**

Hangar #*2B*



**CURRY COUNTY BOARD OF COMMISSIONERS
GENERAL MEETING**

Wednesday, July 5, 2017 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon
www.co.curry.or.us

AGENDA

Items may be taken out of sequence to accommodate staff availability and the public.

For public comment, a completed speaker's slip must be submitted prior to start of the meeting.

Present: Chair Tom Huxley, Vice Chair Sue Gold, Commissioner Court Boice, County Counsel John Huttel, and Minute Clerk John T. Jezuit

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE 10:00AM Huxley

2. AGENDA AMENDMENTS (5 min) 10:03A

A. Old Business Retain Prothman to Recruit County Accountant (10 min)

Huxley questioned **Payroll and Personnel Coordinator Julie Swift** about the number of viable candidates and if she had spoken to the Auditor.

Swift replied there are potentially viable candidates and had spoken with **Amanda McCleary-Moore Moss-Adams** on Friday, 6/30.

Motion by **Gold** Second by **Boice** to put on today's agenda **Carried Unanimously**

B. Executive Session ORS 192.660 (2) (d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations 10:06 Huttel

Motion by **Gold** Second by **Boice** to put on today's agenda **Carried Unanimously**

C. Administrative Actions Title III SRS Public Notice -- Request for Project Applications (5 min) 10:06
Boice expressed concern about the availability of Federal funds as there is a deadline.

Motion by **Boice** Second by **Gold** to put on today's agenda **Carried Unanimously**

Move Item 2A to Item 11; Item 2B to Item 13, with Adjourn Item 14; and Item 2C to Item 10C

1011 **Huxley** Wants to pull Item 6C from Consent Calendar for discussion.

1012 **Boice** Make it item 7A as we have officers here.

3. APPROVAL OF AGENDA

Motion by **Gold** Second by **Boice** to approve agenda as amended **Carried Unanimously**

4. ANNOUNCEMENTS (5 min) 10:13 Huxley

A. July 19, 2017 Board of Commissioners' Meeting at 10AM – Commissioners' Hearing Room

5. PUBLIC COMMENTS (3 minutes per person; 30 minute limit for all public comment) 10:14

Huxley We have 3 bicyclists and 1 other.

Huttl Met these young Americans on July 4, 2017. **Grace Pfeffer, Sara Belmer, and Savannah Lovelace Grace Pfeffer** – Just graduated from college. Decided they want to do something about human trafficking. Want to do something to cause world to ask why there's human trafficking. 48 girls will be housed in Texas. Create time to get girls to have a life after they have gone through. The goal is to reach \$3,000,000 <https://www.pedalthePacific.com/donate/> for contributions. We have blog and business cards. 1020**Dave Barnes** Speaking about dangers of hiring wrong administrator and encouraged the County to hire a good administrator as the County deserves it.

6. CONSENT CALENDAR Item Boice 7 C

A. Agreement - Curry County Sheriff's Dept. and Teamsters Local Union No. 223 (10 min)

B. Order Correcting Scrivener's Error in Order No. 20416 (5 min)

C. **Coos County Patrol & Probation Intergovernmental Agreement (IGA) (10 min) MOVED TO ITEM 10C, THEN MOVED TO 7A**

Motion by **Gold** Second by **Boice** to approve consent calendar items 6A and 6B **Carried Unanimously**

7. ADMINISTRATIVE ACTIONS/ACTIONS/APPOINTMENTS 10:25A Huxley

Captain Espinoza discussed the IGA and explained

- The IGA will allow Coos County to house 3 offenders.
- Is from July 5, 2017 to June 30, 2018.
- The rate \$99.37 per bed per day.
- Takes in account transportation.
- Offenders are seen as a minimal risk to the Curry County facility.

The Commissioners discussed the IGA - -

Gold

- questioned the number of beds available,
- the possibility of Curry County incurring medical charges and
- early release of inmates.

Huxley expressed significant concerns about the agreement, specifically,

- how many beds are available at the Coos County jail,
- what will revenue be used for,
- IGA does not grant Curry County immunity if a Curry inmate needs to be released due to this IGA, and
- reasonable ADA accommodations.

Huttl stated

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- the IGA has a mechanism in it to reduce risk to Curry County,
- ADA requirements are not any different than current requirements,
- early release and medical issues are better addressed under this IGA,
- we can terminate the IGA in 90 days, and
- the one thing we could include is standard risk language.

Boice stated

- the rate is the standard rate,
- agreed with **Huttl**, and
- he is very satisfied with the IGA.

Captain Espinoza responded

- Additional revenues would be used to modernize locks and upgrade surveillance system as monitoring systems are one of our biggest management issues. These items haven't been brought to the budget committee because we are running a bare bones budget.
- The early release mechanism was approved by BOC 3 years ago, and it is generally limited to those inmates who have no criminal history, committed a nuisance crime.
- Inmates are medically screened. If an inmate is unfit will be transported back or not transported at all.

1109 Move by **Boice** second by **Gold** to accept this agreement as presented. , **Boice** Y; **Gold**, Y; **Huxley**, N carried 2-1

A. [Subscription Agreement for Bargaining Unit from Oregon Teamster Employers Trust \(OTET\)](#) (5 min) 11:11

Gold observed the county is wasting money for people who do have own insurance and do not want this insurance and asked if we have this insurance until June 30, 2018?

Huttl responded the timing of contract is from July 1, 2017 to June 30, 2018. Wendy Abel-Hatzel, Abel Insurance, is looking for rates, which come out in January, 2018.

Boice stated the State legislature is looking at this issue

Huxley will be voting no due to issue with Oregon teamsters.

1113 Move by **Boice** second by **Gold** to accept this agreement as presented. **Boice** Y; **Gold**, Y; **Huxley**, N carried 2-1

B. [Subscription Agreement for Non-Represented Employees from OTET](#) (5 min) 11:16

Swift stated this is the same issue with non- union represented employees

1116 Move by **Boice** second by **Gold** to accept this agreement as presented. , **Boice** Y; **Gold**, Y; **Huxley**, N carried 2-1

C. [Second Reading Ordinance Adopting the revision of the Road Standards \(Curry County Code Article 3 – Roads\)](#) (5 min)

Huttl This is a 2nd reading and began reading the ordinance. (Ordinance number 17-02.)

Motion by **Gold** second by **Huxley** to read ordinance title only. **Gold, Y; Huxley, Y; Boice, N Carried 2-1**

Gold supports this ordinance as some roads are not accessible to fire trucks.

Boice stated he has not had enough time to read all that's involved here, has concerns about fire trucks and developers, and still needs time to review.

1120 Move by **Gold** second by **Huxley** to approve Ordinance 17-02. , **Boice N; Gold, Y; Huxley, Y Carried 2-1**

8. PRESENTATIONS

None

9. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS

None

10. NEW BUSINESS

A. **Recruit and Hire an Interim County Administrator (10 min)** 11:24A

The Commissioners and Counsel discussed the issue.

Huxley stated he is scheduled to talk to Prothman this, July 5, 2018, afternoon

Gold

- related her experience on the school board where the interim superintendent helped smooth the transition to the permanent superintendent,
- stated she does not think we need to spend a lot of money recruiting an Interim County Administrator,
- hopes to open applications by end of July 2018,
- feels it could take up to a year to hire a viable permanent administrator,
- is looking for a vote today on hiring an interim county administrator and
- will come up with a job description

Boice stated he does not see urgency and will support this with a job description

Huttl

- offered to contact Association of Oregon Counties (AOC) and LOCO, specifically, Mike McArthur and Dan Bartlett to learn if those organizations could offer and assistance on the recruiting process
- wanted to know if Prothman is hired, will county be able to continue their own recruitment process as well, and
- will bring this back next time with clear parameters for what Board will be discussing.

B. **Adoption of an Existing Position Description - Emergency Management Coordinator (5 min)**

The Commissioners, Counsel, and **Swift** discussed the issue.

Swift stated the job description was written by **Don Kendall, Emergency Management**

Coordinator who is retiring, the job description does name the Sheriff nor the County Manager as supervisor is budget, and the position is budgeted in the General Fund

Huxley stated position was previously supervised by the Board

Huttl asked where was the position budgeted, stated the key question here is who supervises the position

Boice suggested Mike Murphy, a Langlois resident, the Emergency Management Coordinator here in the 2000's who is now working in Coos County, may be able to help Curry County

Gold wants to be pragmatic, agrees with Boice about a workshop, looking into an IGA with Coos County and continuing the discussion

Boice will take responsibility to get this on the agenda

11. OLD BUSINESS 12:01P

[Item 2A Retain Prothman to Recruit County Accountant](#)

Huxley do we want to pursue Prothman?

Gold Not really ready to do it yet.

12:02P Motion by **Boice**. Second by **Huxley** to allocate these funds for Prothman **Huxley**, Aye; **Boice**, Aye; **Gold**, **Nay** Carried 2-1

12. COMMISSIONER UPDATES/LIAISON & DEPARTMENT ACTIVITY REPORTS 12:05P

A. July 12, 2017 Board of Commissioners' Workshop at 10AM – Commissioners' Hearing Room

Huxley No workshop

Gold Solid Waste committee can then move to 10A in the hearing room

B. July 26, 2017 Board of Commissioner's Workshop at 10AM – Commissioners' Hearing Room
1207**Huttl** Emergency Management Coordinator & Wild Rivers Coast

Commissioner Comments 12:09P to 12:23P

Huxley **Boice**?

Boice

- Stated there is a fire prevention and awareness meeting at Gold Beach City Hall on Friday, July 7, 2017. It is just a general awareness of fire season. Would like to encourage public to come.
- Asked if anyone have time to write Governor Brown about predator control, especially around the airport, as there are diminishing state funds -- which will put a strain on rural counties
- **Senators Merkley and Wyden and Representative DeFazio** were able to get an additional \$2,000,000 for ports in Oregon for dredging. \$800,000 for Rogue River port.
- **Representative David Brock Smith** bill for Affordable work force housing legislation for constructing multifamily unit rental housing. Also Bill 3435 for road fund reserves loans that we could offer to our taxing districts.
- **Douglas County Commissioner Tim Freeman** flew to Washington DC to help pass legislation to create much needed jobs in rural forested counties. There are 2,500,000 acres of Bureau of Land Management (BLM) forest lands -- most is in rural western Oregon where federal lands are off limits to active forest management.
- Phone conferencing? Would help me on some of travel options

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Gold Membership for Oregon and California (O&C) counties. We have \$30,000 budgeted for both Association of Counties (AOC) & O&C counties for 2017-0218 Fiscal Year (FY).

Huxley

- A governing body can loan road funds to taxing districts?
- Point of info in talking to **Johnson** about workshop of April 28, 2018. Working with interested parties on some of the parcels on the list. Every single piece of property has to go through quite an elaborate process. No one can agree on their own to sell a piece of county property. We will need assistance of county counsel on this process for these agreements. Trying to really get things moving on disposing these properties.
- Brandt Media is working on cable flickering. And they are working with Dan Springer on the Vaddio. Also working on getting county speaker here that can accommodate 3 lines.

Huttl

- We're looking at an Executive Session. It will make sense to adjourn for lunch hour.
- Suggested using GoToMeetings and asking AOC if GoToMeeting will accommodate multiple call ins.

12:25P **Huxley** Lunch break come back at 1:30P, then Executive Session.

Gold not able to attend this afternoon due to personal matters.

1:31P **Huxley** back from Lunch

Huxley Motion to extend meeting by 1 hour **Boice** second **Huxley**. Carried 2-0

13. Executive Session at 1:32P

Huxley No decisions made during Executive Session

14. ADJOURN 2:19P

Dated this ____th day of _____, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Sue Gold, Chair

John Huttl

Curry County Legal Counsel

All Commissioners' meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541.247.3296 if you have questions regarding this notice.

Thomas Huxley, Vice Chair

Court Boice, Commissioner

DRAFT



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, October 18, 2017 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541.247.3296 if you have questions regarding this notice.

AGENDA

*Items may be taken out of sequence to accommodate staff availability and the public.
For public comment, a completed speaker's slip must be submitted prior to start of the meeting.*

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE 10:01A Huxley

2. ADOPTION/AMENDMENT OF THE AGENDA (5 minutes) 10:01 to 10:21A

Huxley Pull 3C 3D 3E. Will put between Item 4 and Item 5.

On 3E, asking for signature authority for chair. Move 3C, 3D, 3E to follow public comments. Remove June 28, 2017 minutes

Huxley Yes. Consensus to move Minutes of May 3, 2017, Minutes of June 28, 2017, Items 3C, 3D, and 3E out of the Consent Calendar? **Huttl**?

Huttl Have a letter from City of Brookings. On the agenda?

Johnson City of Brookings also submitting application to Department of Land Conversation and Development (DLCD). They provided a letter of support to DLCD for County application.

Gold Fine with that. Can we put the letter on the Consent Calendar?

Boice Fine

3. CONSENT CALENDAR (Items in the Consent Calendar may be removed for separate discussion and/or action at the request of any Commissioner) (5 minutes)

A. Meeting Minutes May 3, 2017, June 28, 2017, and August 16, 2017

Minutes of August 16, 2017 Approved.

May 3, 2017 and June 28, 2017, minutes moved out of Consent Calendar

B. Approval of County Credit Card for County Administrator

Approved

C. AllCare Grant Resolution

Moved out of Consent Calendar

D. Amending Resolution R2017-8 (Establishing Procedures for processing Oregon Liquor Control Commissioner Permits (OLCC))

Moved out of Consent Calendar

- E. Intergovernmental Agreement (IGA) Approval for 17-19 Biennial Community Corrections Grant in Aid Funding with the State of Oregon.

Moved out of Consent Calendar

- F. Department of Land Conservation and Development DLCD Grant Support Letter

Approved. Also Approved City of Brookings support letter.

10:21A Motion by Gold 2nd by Boice to approve the Consent Calendar as amended. (Minutes of August 16, 2017, 3B, and 3F) **Carried Unanimously**

4. PUBLIC COMMENTS (3 minutes per person; 30 minute limit for all public comment) 10:22A to 10:32A

Huxley We have 3 public comments without item on agenda. Travel policy, Hamilton Lane, **David Barnes Hitt** Request or accommodation for **Mary Rowe** to be 1st. Do it sooner rather than later.

Boice We will have call in 7 minutes. Rather not keep people waiting who will call in. **Jackson County Commissioner Colleen Roberts** and **Coos County Commissioner Bob Main** calling in. Is that a possible option?

Huxley Mary Rowe? Was Agenda Item 3C pulled out of consent calendar.

Rowe Asked are matching grants an option and spoke in favor of the County keeping \$30,000 of the grant monies for a housing needs assessment because there is currently no greater need than housing.

Huxley Jim Johnson?

J Johnson Also expressed concern about the County housing crisis, stated Eagle's Nest no longer exists, and asked if there was anything you wanted ask about the showers?

Boice stated he was in favor of supporting of the past work we did.

Former Agenda Item 3E Intergovernmental Agreement (IGA) Approval for 17-19 Biennial Community Corrections Grant in Aid Funding with the State of Oregon.

10:32A **Huxley** See **Sergeant Denney?**

Denney Director of Probation stated - -

- He has an Intergovernmental Agreement (IGA) for state and grant fund.
- He has letter from Local Public Safety Coordinating Council (LPSCC) recommending grants to Commissioners.
- Parole and Probation has a case load of about 175 adult offenders.
- Our justice reinvestment grant focuses on a program called Thinking for a Change and also housing assistance. If we receive justice reinvestment grant, we will have 5 rentals we are paying for. We could also fund the District Attorney's Victim's Assistance Program, Wally's House, and Oasis Shelter. This year it would be \$21,524 to each program.
- This year we're asking for no funds out of the general fund.
- He is asking the Board sign the grant.

10:37A Motion by **Gold** 2nd by **Boice** to accept the grant and get it moving. **Carried Unanimously**

5. PRESENTATIONS (by phone) (10:30A)

Issues Concerning Marijuana Growing and Sales various County Representatives . – County Commissioner Court Boice (15 minutes) 10:37A to 11:10A

Boice Coos County Commissioner Main and **Jackson County Commissioner Roberts** not on call. On the call are **Josephine County Commissioner Morgan** and **Community Development Director Schmelzer** are on call.

Boice This is an issue Curry County needs to get on top of immediately. It has gone from medical to recreational to commercial and now industrial.

Morgan We allow agriculture grows in rural residential areas which has caused an outpouring of complaints about commercial operations and residential growing.

Schmelzer The problems are not with the dispensaries but with production – growing, drying and packaging and anticipates when Josephine County cracks down, then those operations will move to Curry.

Boice Thank you. Would like to open up to **Gold & Huxley**.

Gold Schmelzer, what is your recommendation. What is Josephine going to do to take care of this issue?

Schmelzer Simple regulations such as setbacks, lighting, and fence regulations as well as no access off of maintained roads unless person owns land and lives there.

Gold How are you going to enforce all of this?

Schmelzer Josephine County Commissioners approved hiring another code enforcement person the revenues gained by enforcement can help pay for deputy and attorney.

Gold Does state help with enforcement of this in financial aid?

Morgan They haven't so far, but the Oregon Liquor Control Commission (OLCC) is changing their focus from getting people registered to enforcement.

Schmelzer That's why you need to beef up your own enforcement

Huxley any public comments on this is issue?

Huxley Public Comments on this issue **Gordon Clay** and **Marcia Bernard** 11:11A to 11:28A

Clay Compared the problems associated with marijuana and alcohol and stated the County should be more concerned about use and abuse of alcohol.

Huxley One other **Marcia Bernard**?

Bernard Stated the true impact of marijuana is just starting to be learned and the negative consequences to real estate values, tourism and children will be felt for generations.

Huxley Sheriff?

Ward We haven't seen a lot of problems here perhaps because I-5 is a big thoroughfare compared to Hwy 101 which is more restrictive.

Karli Wright, School Resource Counselor Asked what kind of models do we want our towns to look like?

Huxley No other speaker comments? Then, we will go to public comments. 11:29A to 11:34A

Huxley Dianne Daniels?

Daniels To read the **Daniels** letter, please click here

http://www.co.curry.or.us/2017_10_18%20Submitted%20During%20Meeting%20PACKET.pdf pages 5 and 6. Or, please contact the BOC Office.

Huxley Jack Grasham? 11:35A to 12:02P

Grasham, as spokesperson for a group of homeowners, read a letter and showed pictures about issues and concerns with the property at 97851 Hamilton Lane which burnt down last Sunday, October 15.

Other members of the homeowners group spoke as well.

Finley Cheshier. Described the dangerous, unsafe and unsanitary conditions noting the garage was damaged by fire, the property has been a thoroughfare for drug use all hours of day and night, human waste and garbage has piled up on the property for 2 years, children are coming in there as well as 5 or 6 people living in that garage for past 2 years. .

Wendy Cheshier. Stated she is a neighbor of the property owner, **Susie Hamilton** and feels victimized by Susie and the 100's of people who go in and out as they have hijacked their water & electricity.

Betty Mears does not believe the cause of the fire was electrical.

Laurel Bigelow observed at about 2:30AM there were people who came back over at the house with flashlights and expressed importance of getting this fenced or wall it off.

Sheriff Ward stated they are still investigating and have found evidence of somebody living in the back portion. Based on community meetings a year ago, Sheriff's Department has developed a plan to documenting plates and did not have evidence to get a search warrant.

Gold stated a code enforcement officer, which she is in favor of, is on the agenda and asked, because of sewage, if the County could condemn the property?

Hitt Yes, but if declared a public safety hazard, it can be condemned.

Boice agreed we need a code enforcement officer stating we need 2. Boice also stated we need to find funding, but not using property taxes.

Huxley Grasham, you and I and **Johnson** have corresponded as far as where we were and on the history of the issue. Some of the funds were approved. When **Hitt** began, we went over code enforcement. It's a high priority. The County is working on the funding and job description of a code enforcement officer. It will not be completed in 2 weeks. Hopefully this will be a catalyst to get something done. **Hitt?**

Hitt Agrees with **Huxley.** And agrees property owners have the right to enjoy their property without encroachment. Regarding garbage and nuisance activities, the code enforcement officer will be able to go out and issue citations. Ultimately, if it's severe enough, the Board will declare a public safety hazard, which if not resolved, could possibly result in the leveling of the property.

Huttl There are many steps in the process to go through.

Huxley One more general public comment. **Dave Barnes** 12:03P to 12:08P

Barnes stated since marijuana has been legalized in Colorado, opioid use has dropped and asked if there is a formal job description for the County Commissioners?

Huxley replied that by statute they have to and he has tried, unsuccessfully, for years to get a job description.

Boice When will this discussion carry on?

12:08 P **Huxley** have recessed the meeting. Back at 1:15P

1:15P **Huxley** Back from lunch Break

1:16P **Huxley** Item 3 1:16P to 1:34P consent calendars. We're going to 5 minute recess. (Due to **Boice** interruption.) If it continues, will adjourn the meeting.

1:22 P **Huxley** Back live. We're not going to have any further disruption of this meeting. We were going to items moved out of consent calendar. Item 3C Allcare Grant resolution **Hitt?**

Hitt Commissioners, you have a resolution relating to Allcare Grant funding. The Cities of Gold Beach and Port Orford may be interested in participation of a housing study. We can withhold some money if you were to decide to go ahead with the study. As far as administration of grant --- it is complicated and cumbersome. It will be cleaner and quicker with Allcare handling the grant. We're recommending all people who have come before us be funded.

Gold The better way to handle the grant money is by going through Allcare.

Boice Which projects ones are recommended? These care providers want county's involvement; they want local input.

Huxley As far as returning all of the original grant: This was addressed at the June 28, 2017, general meeting. Expenses incurred by **Commission Brown's** travel were approved. Motion to proceed?

1:32P Motion by **Gold** 2nd by **Huxley** to accept resolution for the Allcare grant with corrections 1:34P
Carried 2 – 1 Gold & Huxley Yes. Boice No

Huxley Item 3D Amending resolution R2017-8 establishing procedures for processing Oregon Liquor Control Commission (OLCC) permits. 1:34P to 1:36P

Hitt Page 2 of resolution states any Commissioner available my to sign. Would like to add County Administrator as designee for signature, also as there are occasions arise when a commissioner is not here.

1:36P Motion by **Gold** 2nd by **Boice** to approve OLCC resolution **Carried Unanimously**

6. ADMINISTRATIVE ACTIONS/APPOINTMENTS (5 minutes) 1:38P to 1:48P

New Hire County Accountant Order D. Marshall (Finance Manager) – **David Marshall**

1:37P Motion by **Boice** 2nd by **Gold** to hire David Marshall as County Finance Director Vote at 1:47P **Carried Unanimously**

Hitt Marshall has extensive experience. Recommend your approval of **Marshall**

Gold Are we going to pay have to pay Prothman the finder's fee?

Huxley Those costs have already be invoiced and paid. Prothman is same company for search for County Administrator

7. PUBLIC HEARING

None

8. OLD BUSINESS/PENDING ACTIONS 1:48P to 2:25P

Huxley Huttl?

Brookings Head Start Workshop Summary Document. – **John Huttl, County Counsel** (20 minutes)

Huttl Presented 2 different versions in the packet to summarize meeting we had with the State. The choices are either stop now or stop later. We could vote to terminate the grant activity right now. It would be reclassified as a planning grant. Infrastructure Finance Authority (IFA) would not get repayment from County nor be held as black mark on the county. Or the BOC could vote to move ahead. One proposal is to stop later, after appraisals are obtained. IFA contribution \$3,000 to any excess cost to obtaining appraisal. We would have opportunity to terminate the grant under heading of planning grant.

No adverse consequence to the County. If we did proceed to process after that point, then IFA will invoke their clause to get money back. The Board can pick one of 2 versions. Previous said we will pay any outstanding invoices. CCD mentioned they do not have any. Both documents say more or less same thing. Just summary documents from meeting. What does BOC want to do with this grant?

Gold If we proceed with the appraisal and inspection and at that time re-assess, then we would owe nothing to IFA. Is that correct?

Huttl Yes, if we decide to stop at that time.

Huxley If the county goes ahead, IFA will not forgive anything. The County will be in the hole \$117,054, which has been my concern.

Boice Grants are a tricky deal. There may be another which is 20 years newer and has excellent parking. I was told by a Realtor it would cost about \$600,000 , but \$300,000 would be gifted by the owner. I think it would be wise to research this.

Huxley There will be nobody compensated for running the project. No one in this county, that I've seen, would be capable of running this project, even if we had funding. There is no reimbursement for any administration costs. Considering what it takes to administer a project like this, does the County cut our losses at \$117,000 or cut at \$200,000 or \$175,000?

Boice Huttl, do you have recommendation to the Board?

Huttl Recommendation was optimistic last time. Go forward with project. IFA has presented us with no cost, no risk option to get more information. It would be a cost benefit policy decision by the BOC to dedicate staff resources.

Huxley Hitt?

Hitt Tough call for me as well. If I had been here before and have a better handle on staff resources than I do right now, I'd probably lean toward favorable. If Board wants to go ahead, we'll do it. There will be a challenge, but I see no problem with going through the 1st step.

Gold Then, at that time, you can look as to what kind of resources we are talking about.

Boice Huttl has brought to where we have clarity. Don't see it at compromise in staff time.

2:06P Motion by **Boice** 2nd by to let **Huttl** fulfill grant task As primary staff person to administer this grant. 2:13P **Withdrawn**

Gold Don't move forward until we get appraisals

Huttl Then, if the Board decides to go ahead, we get into a construction management phase on a \$1,000,000 project. What you would do at stage is put it out to bid to general contract. Then responsibility is on that general contractor with County Administrator riding herd on contractor.

Gold Oregon Coast Community Action (ORCCA), at it's own expense, would provide an onsite construction manager.

Huttl They're talking about a day to day representative, but not a County representative. ORCCA proposed. County person would interface with that person and the contractor. Then bring back decision(s) to the Board. The idea from ORCCA is this person would be our eyes and ears. That person would be kind of like a deputy and assistant to the County person.

Huxley We will need someone on site to run a project like this.

Boice Gold, willing to amend my motion subject to the appraisal you mentioned, would that help?

Gold Wants to re-evaluate after appraisal

2:14P Motion by **Gold** to get appraisal and building inspection after which we will evaluate the entire project. No second

2:17P Motion by **Gold** amended to get appraisals done and building inspection done with **Huttl** and **Hitt** keeping track of their time and report monthly. 2nd by **Boice**. Vote at 2:25P Carried unanimously

Huxley The job costing for these problem grants keeps mounting and mounting. It's costing \$1,000's. When will this be done? **Hitt**?

Hitt Guess December as earliest.

Huttl We'll be coming back to you every month.

9. DISCUSSION/BOARD DIRECTION/DECISION

Huxley Gold?

A. Discussion of Disbursement of Public Records and the Policy Regarding this Issue. – **Sue Gold, County Commissioner** (10 minutes) 2:26P to 3:00P

Gold Brought up because of **Catherine Wiley** records brought up at last meeting re: **Wiley** travel. **Wiley**?

Wiley Wiley read letter. To see letter, click on this link

http://www.co.curry.or.us/2017_10_18%20Submitted%20During%20Meeting%20PACKET.pdf

then pages 18 and 19. Or, please contact the BOC office.

Wiley There are legal issues regarding county staff providing information here which should have been redacted. I have met with **Huttl** and **Hitt**. There are serious legal issues. There was information not redacted. This should raise concerns with the County as the County can be held liable for this as well as anyone who prints the material. Our government gets into trouble for not being in compliance, not ensuring staff are in compliance and knowledgeable and not getting in service training.

Gold What exactly was printed which should not have been printed or given out. ?

Wiley Personal address, bank account number, signature on checks. It's against the law to post false information. I was not reimbursed \$1,000's ever. My concern is my rights were violated by the County.

Gold Huttl & Hitt Are we real clear on our policy?

Hitt Our policy is not a good policy. We need to go over final delivery. Go through single person who can get the kind of training they need. However, we can't make a bullet proof policy.

Huxley I was not aware of this records request until after the meeting on October 4, 2017. Did not see them on materials submitted for meeting. **Andre Bey** made records request. What was troubling was these were 10 year old records. This request would have been declined.

Wiley Shelia Megson said she initiated the investigation.

B. Community Development Department Re-organization Discussion. - Carolyn Johnson
Community Development Director (7 minutes) 3:00P to 3:19P

Huxley Johnson? Hitt?

Hitt Johnson & I have been talking for some time about code enforcement. Planning permits are becoming more numerous. Staff is becoming stressed with level of permits. **Johnson** is proposing some changes in her department.

Johnson Board wants to pursue code enforcement. I took bulk of that information and wrapped that into a pretty decent description for the building department. It is time to go look for somebody. Money is budgeted for environmental services. It comes down to about \$25,000 to \$30,000 carry over. We're looking at ½ year at this point. Outlay for Fiscal Year (FY) 17-18

would not be huge -- \$17,000 to \$18,000. For next year FY 18-19 we can still be at \$25,000 to \$30,000 This will be a permanent position which means retirement, benefits, etc. I anticipate coming back to you with a job description to authorize and appropriate money for this position.

Huxley Gold?

Gold We appropriated \$30,000 for this.

Johnson You have \$30,000 for the position. We would be looking at what you appropriated for environmental health. Looking at taking a piece of that, too.

Huxley Johnson you and I have talked about this. There was \$30,000 available from Curry Community Health (CCH) **Ken Dukek**. Also, go into general fund for \$10,000. It was a commitment from them. CCH for the FY if we were able to establish that position. \$10,000 could be used. We have already have commitments up to \$40,000 for the last half of 17-18FY.

Johnson My understanding as well. Per discussion with **Hitt** we do not have that money in hand.

Huxley Other mechanism?

Johnson CCH.

Johnson There was \$30,000 budgeted 17-18 FY noted for Community Development Department, which is not enough for this position. I am advising Board will need to come up with additional funding. From beginning of June to where we are now is \$29,981 available to use for a 1/2 year salary. **Huxley** For next FY?

Hitt We have to talk to **Ken Dukek**. The state makes a finite amount of money available every year.

Hitt Not sure what stream from the State would be.

Huxley Plans Examiner, John Pospishil said his code enforcement officer duties would be very restrictive -- land use only. We are looking at something for part time funding and then build on that.

Johnson Asking for green light to finalize job description and the OK to make that a full time position including some planning work for **Johnson**. This means the Board would be open to allocating necessary amount of money.

Gold Have received a number of calls about people dumping raw sewage into the environment causing other families to have problems. Thinks it's really is needed for us.

Johnson There's a caveat for that. The Department of Environmental Quality (DEQ) responsible for squatter's damage to environment. There is a line between how far we go and how far we have to push them to go.

Huxley Asking for a motion?

Johnson Looking for direction.

Hitt Fine with consensus

3:19P **Huxley** Then there is unanimous consensus.

10. ANNOUNCEMENTS/MEETING SCHEDULE (5 minutes) 3:19P

Huxley

- A. October 25, 2017 Board of Commissioners' Workshop at 10:00AM – Commissioners' Hearing Room
- B. November 1, 2017 Board of Commissioners' General Meeting at 10:00AM – Commissioners' Hearing Room

- C. November 8, 2017 Board of Commissioners' Workshop at 10:00AM – Commissioners' Hearing Room
- D. November 10, 2017 County Offices Closed in Observance of Veteran's Day
- E. November 15, 2017 Board of Commissioners' General Meeting at 10:00AM – Commissioners' Hearing Room

11. INTERIM COUNTY ADMINISTRATOR ORAL REPORT (John Hitt, Interim County Administrator) (5 minutes) 3:20P to 3:31P
Huxley Hitt?

A. Management Team Meetings

Hitt The meeting will go to twice a month and a Commissioner is to go each meeting

B. 517 Railroad St Brookings

Still looking at all the things that have to be repaired and have been repaired, other than getting IT in there. Looking for alternate sources of funding to get work down.

C. Housing Studies

D. Miscellaneous

Hitt Main St Gold Beach is redoing the courthouse. Want to make sure the Board is aware of that. They are removing most of existing landscaping to make a consistent street look.

Gold They're taking care of it all?

Hitt Yes, no county money is involved.

Gold & Boice Fine with that.

Hitt We are struggling in the finance department. May be a need to hire full-time temp basis to get books closed out from last year.

Gold Would it be better for **Kallstrom** to come in?

Hitt Yes that's what I'm looking at. **Kallstrom** has expressed a tentative interest.

Huxley Another option would be to try contacting some other municipality. We have some suggestions from contacting auditors.

Hitt Suggestion for office layout here. Not allow direct access from hallway. Come in through window **Jezuit** or **Starbird** or **Hitt** come to window to let them in. **Huxley** It's inviting something you read about too often.

Hitt Can start the process.

Huxley Boice?

Boice Fine. Good.

Hitt Training for new website October 24 and October 26, 2017.

Huttl Where?

Hitt Blue room or own computer.

Hitt Also, I recently found out via phone call Governor Brown is coming to visit to talk about her responses to the fire loss. She is coming Sunday, October 22, 2017 at 11A at Brookings City Hall for elected officials. Then a 12:30P session in the Emergency Management Facility in Brookings for government officials or those involved in the fire.

Boice Trying to convince Governor we need her help on a federal disaster declaration.

Huttl Is there any written component to this invite to flesh out details?

E. Community Development Department Activity Report (2 minutes)

F. Surveyor's Report for September, 2017 (2 minutes)

12. COMMISSIONER UPDATES (15 minutes) 3:32P

Huxley We have exceeded our revised meeting of 4 hours. Need consensus to continue for another 30 minutes. **Gold & Boice** Extend 15 minutes

A. Commissioner Boice 3:32P

Boice stated

- He sent a letter to forest service supervisor Rob Porter challenging road closures, making sure timber is salvaged, and claims processed for homeowners who lost their homes.
- He went to an O & C meeting about sequestration.

Commissioner Gold 3:38P

- Gave an update on Curry Transfer and Recycling (CTR)
 - As of December 31, 2017 China will no longer be buying certain recyclables. As a result, CTR was getting \$30/ton for recycle. Now CTR will have to pay \$35 to get rid of them. City of Brookings residents will be charged \$3.75 per month for recycle cart, eventually extending to urban growth boundaries.
 - When the next CTR raise is proposed, the inflation index rate will be the same for all county residents.
- Wild Horses for Natural Fire Abatement. The population of horses have decreased from 2,000,000 to 350,000 has effect on amount of ground fuel grown in the forest. A wild horse consumes about 30 lbs of ground fuel daily. Bill Simpson would be willing to come and give us more information. This is just a recommendation

B. Commissioner Huxley 3:44P

Huxley gave an audio video update covering, outages, streaming, equipment, and discussion with Chief Information Office, Coos-Curry Electric Cooperative, Dan Springer, .

13. ADJOURN 3:47P

Dated this ____th day of _____, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

Sue Gold, Chair

Approved as to form:

John Hutt
Curry County Legal Counsel

Thomas Huxley, Vice Chair

Court Boice, Commissioner

DRAFT

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** February 2018 Community Development Department Activity Report**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: March 21, 2018 **DEPARTMENT:** Community Development**TIME NEEDED:** 10 minutes for brief presentation by Sam Baugh from SCDC^a(Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐ If no memo, explain:**CONTACT PERSON:** Carolyn Johnson**PHONE/EXT:** 3228**TODAY'S DATE:** 03.13.2018**BRIEF BACKGROUND OR NOTE:** (If no memo attached)**FILES ATTACHED:**

(1) Memo

(2)

(3)

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved?

Yes ☐ No ☒

(If Yes, brief detail)

2. Does this agenda item impact any other County department?

Yes ☐ No ☒

(If Yes, brief detail)

3. Does Agenda Item impact County personnel resources?

Yes ☐ No ☒

(If Yes, brief detail)

INSTRUCTIONS ONCE SIGNED:☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses

Yes ☐ No ☐ N/A ☒

Comment:

2. Confirmed Submitting Department's personnel-related materials

Yes ☐ No ☐ N/A ☒

Comment:

3. If job description, Salary Committee reviewed:

Yes ☐ No ☐ N/A ☒

4. If hire order requires a Personnel Action Form (PAF)?

Pending ☐ N/A ☒ No ☐ HR ☐**PART IV – COUNTY ADMINISTRATOR REVIEW**☒ **APPROVED FOR _03/21/18_____ BOC MEETING** ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?Yes ☐ No ☒

(If Yes, brief detail)

ASSIGNED TO: PRESENTATION**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

Commissioner Sue Gold

Yes ☐ No ☐

Commissioner Thomas Huxley	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Court Boice	Yes <input type="checkbox"/> No <input type="checkbox"/>



**Community Development Department
February 2018 Activity Building, Economic Development, Planning**

Department Administration and funding

- February revenue – \$10,936.38
- January 2018 activity report preparation
- Coordination with HR for advertisement for Senior Planner/Code Enforcement position.
- Communication/staff on time/materials charges/processes for IGA work.
- Discussions with City of Brookings regarding potential for IGA
- Preliminary work on budget for FY 2018.2019, meetings with Finance Director and commencement of budget preparation.
- Collection and coordination with administration regarding Planning Commissioner applications.
- Phone calls, gathering information and meetings with ORRCA regarding tiny homes

Economic Development Division

- Follow-up with CCD regarding Curry County Enterprise zone
- Update work on Travel Curry Coast web site
- Communication with Travel Oregon and Langlois webmaster to include Langlois on People's Coast web site.
- Attendance and participation in the Travel Southern Oregon Coast consortium meeting
- Attendance and participation in South Coast Tourism Initiative Network meeting
- San Francisco Travel and Adventure show work
- Participation in SCDC Board meeting
- SCDC work efforts for January and February 2018 (see attached)

Planning Division

- Permit activity: 5 Land Use Compatibility Statements, 1 new address, and 9 Planning Clearance reviews, 1 property line adjustment.
- Preparation for and presentation to BOC on the Elk River Development LLC AD-1705 application
- Work on Pickleball project, communication with staff and applicant.
- Administrative Permit processing, review of work by LCOG and communication with applicant
- Communication with ODF, Citizen Involvement Committee regarding wildfire hazards mapping and engagement in ODF pilot program.
- Collection and review of information regarding civil land use case between two parties in response to a subpoena. Conferral with County Counsel regarding same.
- Discussion with ODF staff regarding wildfire data resources and future use for Curry County
- Developing scope and communication with Watershed Council staff for Water Quality control plan preparation in FY 2018.2019.

Building Division

- Building Permits: 18 Permits issued
- Building Inspections: 111 completed
- Certificates of Occupancy issued: Single family homes- 4, Other (accessory structures like shops, garages, remodels) - 12
- Phone calls and walk in visits - 400 served
- Work on larger building projects continue with continuance of Curry Library expansion, near completion of new bar in Port Orford.

The South Coast Development Council's mission is to promote and support businesses that provide quality jobs through responsible development on Oregon's South Coast.

Curry County officers and Administration

RE: SCDC Monthly Report for Curry County for January and February 2018

March 5, 2018

Commissioners, Director Johnson, and Administrator Hitt,

It is a pleasure to work with Curry County, there is a lot happening and a lot of traction and progress being made. In an attempt to be more open and visible with the county SCDC has determined to write a monthly update specifically directed toward work being done in Curry county. This is the initial update for 2018 and will include items worked on in the months of January and February.

In the month of January, the staff of SCDC accumulated just over 40 hours of dedicated work time. In the month of February, the SCDC staff accumulated approximately 30 hours of work for the county. Listed below are projects we worked on and progress made. For the record all work done in the City of Brookings is now being charged to the City of Brookings through a new agreement with the city.

Project Fire: Project fire focuses on the economic recovery from the Chetco Bar Fire. SCDC put together, issued, and monitored a Request for Qualifications (RFQL) for an economic impact study for the fire. After gathering several RFQL's qualifications we determined, and a RFP was created and issued to the best qualified organizations. Timeline for the project is as follows:

- March 5, 2018 – RFP must be submitted no later than 5pm
- March 10, 2018 – Contract awarded
- May 30, 2018 – First draft of the report required
- July 15, 2018 – Finalized report due

There is still time to participate in the Oregon's Wildfires Travel Impacts Survey until March 9th. See link <http://bit.ly/2ojRxKZ>

Project Breeze: Project Breeze focuses on a Golf Course that is to be built just north of Port Orford. This project is in the process of getting the land use rights for a reclaimed water line to run from the Water treatment plant in Port Orford to bio-swales located in golf course. We have taken part in hearings for the right of way for the reclaimed water line.

Business Retention and Expansion visits.

Curry Compass: Curry Compass is located in Port Orford. They are currently working on turning two brownfield sites into usable space for the county and city. Help needed, the owner needs help obtaining bids for the work to be done. Positives, the owner is just finishing a Masters Program to help with the planning process.

SportHaven Marine: Located in Harbor SportHaven has seen an extreme decrease in visits since the fire. I am working with the owner to put together events in their large outdoor dining area. These events will be open to the public with topics ranging from town hall meeting style meet and greets to business discussion groups on how to increase the business savvy of businesses in the area.

The Spot Restaurant: located in Harbor The Spot has seen a decrease in customers since the fire last summer.
Sacred Gifts 101: Sacred Gifts is located in Gold beach. This is a cute little nick-Knack shop focused on tourism retail. The owner is looking at bringing in new products to better fit the needs of the local shopper.

TNT Electronics: owner is extremely busy. Is working with the GB chamber of commerce.

Other items / meetings

Took part in Enterprise Zone meetings and discussions.
Continued to work on available lands inventory.
Spoke with Gold beach Chamber of Commerce (Mary Stansell)
Participated in Gold Beach Rotary Club meetings
Attended County Commissioner meetings
Attended Port of Port Orford Commissioner Meeting

I hope this accounting of our time is sufficient for the records of Curry County. Please feel free to contact me if you have any questions or concerns.



Samuel Baugh
Executive Director | SCDC
[#growsouthcoast](#)
Phone: 541-266-9753
Cell: 541-808-7774
Email: Sam@scdcinc.org

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: Years of Service Awards for Deputy Turner and Cpl. Rupe****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 3/21/18 **DEPARTMENT:** Sheriff **TIME NEEDED:** 5 min.(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒**CONTACT PERSON:** Dep. Storms **PHONE/EXT:** 3322 **TODAY'S DATE:** 3/15/18**BRIEF BACKGROUND OR NOTE:** The Sheriff's office issues "Years of Service" awards to staff, Deputy Jim Turner had 20 years of service as of July 2017 and Cpl. Lena Rupe has five years of service as of March 2018. Sheriff Ward will present framed awards to recipients.**FILES ATTACHED:**

- (1) Copy of YOS award for Deputy Turner
- (2) Copy of YOS award for Cpl. Rupe
- (3)

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
- 3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail) Road staff efforts to complete grant application and replace associated storm culverts

INSTRUCTIONS ONCE SIGNED:☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☐
Comment:
- 2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☐
Comment:
- 3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☐
- 4. If hire order requires a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ **APPROVED FOR 03/21/18 _BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐

(If Yes, brief detail)

ASSIGNED TO: PRESENTATION**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**Commissioner Sue Gold Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐

YEARS OF SERVICE

Curry County hereby recognizes:

Deputy James Turner

For 20 years of Sheriff's Office service to the citizens of Curry County,
Oregon

JULY, 1997 - JULY, 2017

John Ward, Sheriff

YEARS OF SERVICE

**Curry County hereby recognizes:
Corporal Lena Rupe**

**For 5 years of Sheriff's Office service to the citizens of Curry County, Ore-
gon**

MARCH, 2013 - MARCH, 2018

John Ward, Sheriff

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: Possible Reconsideration of Budget Committee Appointment****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 03/21 DEPARTMENT: Admin. TIME NEEDED: 12 Mins.(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐**CONTACT PERSON: John Hitt PHONE/EXT: 3287 TODAY'S DATE: 03/14/18****BRIEF BACKGROUND OR NOTE:****FILES ATTACHED:**

- (1) Memo
- (2) Board Order Rescinding
- (3) Board Order Appointing

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail) Road staff efforts to complete grant application and replace associated storm culverts

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ **APPROVED FOR _BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail)

ASSIGNED TO: OLD BUSINESS, ETC**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

Commissioner Sue Gold	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Thomas Huxley	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Court Boice	Yes <input type="checkbox"/> No <input type="checkbox"/>

BOC MEMO – NORTH COUNTY BUDGET COMMITTEE

TO: BOC

FROM: INTERIM COUNTY ADMINISTRATOR

SUBJECT: Appointment of North County representative to Budget Committee

DATE: MARCH 14, 2018

BACKGROUND: On February 7th the BOC appointed Mr. William Ostrowski as the North County representative on the Budget Committee. Subsequently, it was discovered that Mr. Ostrowski lives near Gold Beach and not what is traditionally considered North County.

RELEVANT FACTS: 1. There is no requirement either in state law or county code for the Budget Committee members to represent certain geographic areas of the county. 2. There were two other applicants for the Budget Committee: James Auburn and Ed Conners, both of whom live in the Port Orford/Langlois area. 3. The county has traditionally appointed one member to the Budget Committee from each of the three main county areas, South, Central or North Curry County

OPTIONS: 1. Take no further action leaving Mr. Ostrowski on the Budget Committee. 2. Approve the attached order removing Mr. Ostrowski from the Budget Committee and approve the attached order appointing either Mr. Auburn or Mr. Conyers.

RECOMMENDATION(S): Staff has no recommendations

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)	
Rescinding Order No. 20499)	
Appointing William Ostrowski)	
To the Curry County Budget	)	ORDER NO. _____
Committee)	

WHEREAS, a vacancy had occurred on the Curry County Budget Committee due to the expiration of a term; and

WHEREAS, the vacated position represented the northern part of the County; and

WHEREAS, the position was posted publicly for interested County residents who would volunteer to serve should apply for appointment; and

WHEREAS, William Ostrowski , James Auborn and Ed Conyers had applied to be appointed to the position and had indicated their willingness to serve as a member of the Curry County Budget Committee; and

WHEREAS, traditionally in past practices, the Curry County Board of Commissioners made every effort to appoint members representing certain geographic areas based on certain positions available; and

WHEREAS, two out of the three above applicants were from the north county, and one was from the central county; and

WHEREAS, the applicant that was appointed resided in the central part of the County; and

WHEREAS, upon further consideration by the Board of Commissioners, it was determined the County had representation from the south and central areas in the County and desired to have representation from the north county giving fair representation throughout the County; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Order appointing Mr. Ostrowski to the Budget Committee in Order No. 20499 on February 7, 2018 be rescinding effective immediately.

DATED this 21st day of March, 2018.

BOARD OF CURRY COUNTY COMMISSIONERS

Sue Gold, Chair

Thomas Huxley, Vice Chair

Court Boice, Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Appointment)
To the Curry County Budget)
Committee)
ORDER NO. _____

WHEREAS, a vacancy has occurred on the Curry County Budget Committee due to the expiration of a term; and

WHEREAS, the vacated position represents the northern part of the County; and

WHEREAS, the position was posted publicly for interested County residents who would volunteer to serve should apply for appointment; and

WHEREAS, James Auborn and Ed Conyers have applied to be appointed to the position and have indicated their willingness to serve as a member of the Curry County Budget Committee; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the following individual **(SELECT ONE)** is appointed to the North County position on the Curry County Budget Committee with said term to expire June 30, 2021.

_____ James Auborn
_____ Ed Conyers

DATED this 21st day of March, 2018.

BOARD OF CURRY COUNTY COMMISSIONERS

Sue Gold, Chair

Thomas Huxley, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John HuttI, County Legal Counsel

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US

PROPOSED AGENDA ITEM TITLE: Letter Seeking the Opening of Additional Burned Acreage for Timber Salvage

TIMELY FILED Yes ☐ No ☒

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 03/21/2018 **DEPARTMENT:** BOC **TIME NEEDED:** 15 mins.

(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))

MEMO ATTACHED Yes ☐ No ☒

CONTACT PERSON: Court Boice **PHONE/EXT:** 3229 **TODAY'S DATE:** 03/15/18

BRIEF BACKGROUND OR NOTE: At the last BOC General Meeting the board agreed to consider a letter (addressed to the Supervisor of the Rogue-Siskiyou National Forrest) seeking the opening of additional USFS acreage to timber salvage operations

FILES ATTACHED:

(1) Draft Letter

(2)

(3)

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒

(If Yes, brief detail)

2. Does this agenda item impact any other County department? Yes ☐ No ☒

(If Yes, brief detail)

3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒

(If Yes, brief detail) Road staff efforts to complete grant application and replace associated storm culverts

INSTRUCTIONS ONCE SIGNED:

☐ No Additional Activity Required

OR

☐ File with County Clerk

Name: Scott Russell

☒ Send Printed Copy to: **R-S National Forrest**

Address: 3040 Biddle Road

☐ Email a Digital Copy to:

City/State/Zip: Medford

☐ Other

Phone:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒

Comment:

2. Confirmed Submitting Department's personnel-related materials Yes ☒ No ☐ N/A ☒

Comment:

3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒

4. If hire order requires a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR 03/21_BOC MEETING** ☐ Not Approved for BOC Agenda because

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail)

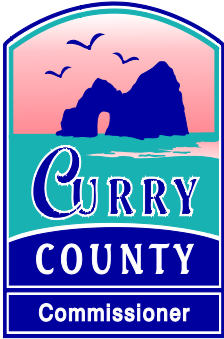
ASSIGNED TO: MOTION

PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL

COMMISSIONERS' REQUEST TO ADD TO AGENDA:

Commissioner Sue Gold Yes ☐ No ☐

Commissioner Thomas Huxley Yes ☐ No ☐



Curry County Commissioners

94235 Moore Street, Ste. 122

Gold Beach, OR 97444

Ph.: (541) 247.3229

March 16, 2018

Supervisor Scott Russell
Rogue River – Siskiyou National Forest
3040 Biddle Road
Medford, OR 97504

RE: Chetco Bar Fire, Curry County Recovery. Rogue River – Siskiyou National Forest

Dear Supervisor Russell,

As the Curry County Board of Commissioners we want to thank you again for the extended and committed time you offered recently in Curry County. As the critical process of fire recovery process moves forward we will continue to request additional and more meaningful timber salvage totals. The 13 K burned acres currently being considered is woefully inadequate. We believe the Road accessible portions of the LSR Sections should also be open for salvage. Those trees have no other value other than timber salvage.

This Federal Disaster seems all too familiar when we review historically the dreadful overall results of the 2002 “Biscuit Fire”. That was essentially due to extreme environmental delays and the ‘clock ran out’ on any meaningful salvage operations. Sadly, millions of valuable trees were unnecessarily wasted.

We stand by our position that the 13,000 acres plus “Road Hazard” trees of the 172,000 acres of Public Lands lost simply is not nearly enough. In Curry County this represents millions of dollars of potential revenue and hundreds of jobs. We will not accept such a colossal waste of salvageable timber especially after the tremendous loss our County and the City of Brookings has suffered due to the devastating Chetco Bar Fire.

Please review and adjust the Late Successional Reserve Lands. Those incredible and valuable trees are obviously not coming back. In addition the ground is mostly in the severe burn category. Conifer seedlings will not prosper in this ruined soil for many years. Further, each and every dead tree left to rot raises the risk level with additional fuel for another Catastrophic Forest Fire. As the Chetco Bar Fire was not part of a normal burn cycle, that destroyed timber has no other legitimate value.

Thank you as well for your consideration of our request regarding Salvage Contracts vs. Stewardship Salvage. Curry County needs all the historical harvest opportunities it can obtain in the interest of helping our complex recovery succeed. We stand fully resolved to challenge any decisions that do not respect the current and future interests of Curry County citizens.

We ask you to take immediate action. Thank you again for your professionalism and communication to us.

Curry County Commissioners

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US

PROPOSED AGENDA ITEM TITLE: Review of Planning Commissioner applications and interview of candidates.

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: March 21, 2018

DEPARTMENT: Community Development

TIME NEEDED: 40 minutes

(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))

MEMO ATTACHED Yes ☒ No ☐ If no memo, explain:

CONTACT PERSON: Carolyn Johnson

PHONE/EXT: 3228

TODAY'S DATE: 03.15.2018

BRIEF BACKGROUND OR NOTE: (If no memo attached)

FILES ATTACHED:

(1) Memo

(2)

(3)

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved?

Yes ☐ No ☒

(If Yes, brief detail)

2. Does this agenda item impact any other County department?

Yes ☐ No ☒

(If Yes, brief detail)

3. Does Agenda Item impact County personnel resources?

Yes ☐ No ☒

(If Yes, brief detail)

INSTRUCTIONS ONCE SIGNED:

☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses

Yes ☐ No ☐ N/A ☐

Comment:

2. Confirmed Submitting Department's personnel-related materials

Yes ☐ No ☐ N/A ☐

Comment:

3. If job description, Salary Committee reviewed:

Yes ☐ No ☐ N/A ☐

4. If hire order requires a Personnel Action Form (PAF)?

Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW

☐ APPROVED FOR _____ BOC MEETING ☐ Not Approved for BOC Agenda because

LEGAL ASSESSMENT: Does this agenda item have a legal impact?

Yes ☐ No ☐

(If Yes, brief detail)

ASSIGNED TO:

PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL

COMMISSIONERS' REQUEST TO ADD TO AGENDA:

Commissioner Sue Gold

Yes ☐ No ☐

Commissioner Thomas Huxley	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Court Boice	Yes <input type="checkbox"/> No <input type="checkbox"/>



BOARD OF COMMISSIONERS AGENDA REPORT

Meeting Date: March 21, 2018

Prepared by: Carolyn Johnson, Community Development Director

Subject: Review of Planning Commissioner applications and interview of candidates.

Summary: Currently the Planning Commission is comprised of seven individuals from various sections of the County:

- South - Commissioners Brazile and Freeman. One position is vacant; Ms. Crockett has applied for this position. Mr. Freeman has applied for another four year term on the Planning Commission as his current term expires March 31, 2018.
- Central – Commissioners Kennedy and St. Marie. One position is vacant.
- North – Commissioners Morrow, McHugh and Pagano. Mr. McHugh has applied for another four year term on the Planning Commission as his current term expires March 31, 2018

Applications from Messrs. McHugh and Freeman and Ms. Crockett can be found on Attachment 4 of this report. Each applicant is available for Board questions. Should the Board choose to appoint Planning Commissioners, Board orders are attached.

Attachments

Attachment 1 - Board order appointing Ms. Crockett.
Attachment 2 - Board order appointing Mr. McHugh
Attachment 3 - Board order appointing Mr. Freeman
Attachment 4 - Planning Commission applications and other background.

ATTACHMENT 1

BOARD ORDER
Appointment of Becky Crockett

Curry County Board of Commissioners)
Order in and for the County)
Of Curry, Oregon, and a Planning Commission)
Appointment of Ms. Becky Crockett for a term)
Expiring March 21, 2022)

ORDER _____

WHEREAS, there is a vacancy for a Planning Commissioner from the south part of Curry County; and,

WHEREAS, Ms. Becky Crockett has applied for a Planning Commission position representing the south County and is qualified to serve.

NOW, THEREFORE, IT IS HEREBY ORDERED that Ms. Becky Crockett is appointed to a south county Curry County Planning Commission position with her term expiring March 21, 2022.

DATED this 21st day of March, 2018.

BOARD OF CURRY COUNTY COMMISSIONERS

Approved as to Form:

Sue Gold, Chair

John Hutt
Curry County Legal Counsel

Thomas Huxley, Vice Chair

Court Boice, Commissioner

ATTACHMENT 2
BOARD ORDER
Appointment of Kevin McHugh

Curry County Board of Commissioners)
Order in and for the County)
Of Curry, Oregon, and a Planning Commission)
Appointment of Mr. Kevin McHugh for a term)
Expiring March 31, 2022)

ORDER _____

WHEREAS, as of April 1, 2018, there will be a vacancy for a Planning Commissioner from the north part of Curry County; and,

WHEREAS, Ms. Kevin McHugh has applied for a Planning Commission position representing the north County and is qualified to serve.

NOW, THEREFORE, IT IS HEREBY ORDERED that Mr. Kevin McHugh is appointed to a north county Curry County Planning Commission position with his term expiring March 31, 2022.

DATED this 21st day of March, 2018.

BOARD OF CURRY COUNTY COMMISSIONERS

Approved as to Form:

Sue Gold, Chair

John Huttli
Curry County Legal Counsel

Thomas Huxley, Vice Chair

Court Boice, Commissioner

Attachment 3
BOARD ORDER
Appointment of Ted Freeman

Curry County Board of Commissioners)
Order in and for the County)
Of Curry, Oregon, and a Planning Commission)
Appointment of Mr. Ted Freeman for a term)
Expiring March 31, 2022)

ORDER _____

WHEREAS, as of April 1, 2018, there will be a vacancy for a Planning Commissioner from the north part of Curry County; and,

WHEREAS, Ms. Ted Freeman has re-applied for a Planning Commission position representing the south County and is qualified to serve.

NOW, THEREFORE, IT IS HEREBY ORDERED that Mr. Ted Freeman is appointed to a south county Curry County Planning Commission position with his term expiring March 31, 2022.

DATED this 21st day of March, 2018.

BOARD OF CURRY COUNTY COMMISSIONERS

Approved as to Form:

Sue Gold, Chair

John Hutt
Curry County Legal Counsel

Thomas Huxley, Vice Chair

Court Boice, Commissioner

Attachment 4
Applications and background



**Application for Volunteer Boards, Commissions, Councils,
Committees or Task Forces RECEIVED**

Board of Curry County Commissioners
94235 Moore Street, Suite 122
Gold Beach, OR 97444
Phone: 541-247-3296 Fax: 541-247-2718 Email: BOC_Office@co.curry.or.us

JAN 22 2018

Board of Commissioners
Curry County, Oregon

Please complete both pages of this form. Information submitted as part of this application is available and shall be considered public information as it pertains to Oregon Public Records.

NOTE: A separate application may be required for each Board, Commission, Council, Committee or Task Force for which you are applying.

Please print or type clearly

Name: Becky Crockett Date: January 19, 2018

Please indicate which Board, Commission, Council, Committee or Task Force on which you are interested in serving.

<input type="checkbox"/> Ambulance Service Area Advisory Committee	<input type="checkbox"/> Coos Curry Housing Authority
<input type="checkbox"/> Board of Property Tax Appeals	<input type="checkbox"/> Fair Board
<input type="checkbox"/> Brookings Airport Advisory Committee	<input type="checkbox"/> Farm Board of Review
<input type="checkbox"/> Budget Committee	<input type="checkbox"/> Local Public Safety Coordinating Council
<input type="checkbox"/> Building Codes Appeal Board	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> CCD Business Development Corporation	<input type="checkbox"/> RSVP Advisory Board
<input type="checkbox"/> Citizen Involvement Committee	<input type="checkbox"/> Solid Waste Advisory Committee
<input type="checkbox"/> Compensation Board	<input type="checkbox"/> Veteran's Advisory Council
<input type="checkbox"/> Other	

Are you currently serving on a Board, Commission, Council, Committee or Task Force for Curry County?

☐ Yes ☒ No If Yes, list which committee(s):

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? Currently own and manage timberland and commercial wasabi

greenhouses in southern Curry County. Involved in land use issues associated with multi-generation family timber and agriculture in Curry County. See attached resume for additional qualifications.

What community topics concern you that relate to this Board, Commission, Council, Committee or Task Force?

Need for future planning to stimulate economic development and provisions for more housing opportunities.

Describe your previous experience in this appointed position or a similar position: Have served on and managed multiple committees addressing various topics including Curry County water quality committee, Coos-Curry Farm Bureau, DEQ's committee to address the North Fork Smith River in Curry County.

Other volunteer activities: Ongoing volunteer adviser and supporter of agricultural issues in both Curry and Del Norte Counties.

Does your schedule allow you to attend daytime meetings? ☒ Yes ☐ No

Does your schedule allow you to attend evening meetings? ☒ Yes ☐ No

Does your schedule limit the days you could attend meetings? ☐ Yes ☒ No

If Yes, please explain _____

Have you ever been convicted of a crime? ☐ Yes ☒ No

If Yes, please explain _____

Berby Crockett
Signature

January 19, 2018
Date

My signature above indicates my desire to serve Curry County in a voluntary capacity as a member of one of its Boards, Commissions, Councils, Committees or Task Forces. I understand that there is no financial compensation for serving.

Thank you for your application.

Please return your completed application to the Curry County Commissioners' Office at the address or email listed on page one of this form or you may submit your application on the county's website at www.co.curry.or.us.

Per ORS 192.502(3), the following can only be disclosed to the public following a public record request that shows clear and convincing evidence that the public interest requires disclosure.

Your mailing address: (b) (1) (A)

Best phone number to call you: (b) (1) (A)

E-Mail address: (b) (1) (A)

RECEIVED

JAN 22 2018

**Board of Commissioners
Curry County, Oregon**

Becky Crockett

RECEIVED

JAN 22 2018

Board of Commissioners
Curry County, Oregon

Education

- Bachelor of Science in Environmental Sciences, Oregon State University
- Ongoing Education in Engineering, Portland State University
- Ongoing Education in Environmental Sciences, Portland State University
- Various courses & certificates in Management, Water Rights, Wetland Delineation, Land Use Law, NEPA, Affordable Care Act, and OSHA Requirements

Work History

Oregon Department of Transportation Geo-Environmental Manager, Region 1 (October 2008 – July 2015)

Program Manager for biology, wetlands permits, water resources, cultural resources, NEPA compliance, roadside development, erosion control, geotechnical, engineering geology, hydraulic engineering, hazardous materials and emergency response.

Included managing 24 employees; budget development; resource management; contracting and overseeing consultant services; personnel management; policy development and leadership on statewide issues. Provided services for design, environmental review, construction, maintenance, planning and special projects for 200+ projects annually within 5 counties, 36 cities in the Portland metro region.

Crockett Environmental Owner & Sole Proprietor (2003 – 2008)

Worked with federal, state and local governments to address regulatory, land use and environmental issues. Included policy and technical analysis, preparing complex environmental documents for development of public works projects (dams, pipelines, water & wastewater treatment plants, water intakes, wastewater outfalls, pump stations, reservoirs), facilitating design workshops, business management, accounting, budgets, contract management and marketing. Worked closely with a variety of private (PGE, Tidewater, Inc.) semi-private (Mt. Ashland Ski Association, California Farm Bureau, Del Norte Resource Conservation District) and public (City of Portland, ODOT, Lincoln City, Astoria, Clean Water Services) clients.

**Montgomery Watson (MWH)
Principal Environmental Planner
(1994-2003)**

Managed the environmental planning group for MWH's Portland office. MWH is a world-wide engineering firm focused on water and waste water. Completed environmental projects and regulatory compliance for public works projects throughout the Pacific Northwest (City of Portland, Clean Water Services, Tigard, Wilsonville, Hillsboro, McMinnville, etc). Duties included project management, employee supervision, marketing, contract management and budget development. Managed small public works projects including the planning, design, regulatory compliance and construction of the Crescent City seafood wastewater pipeline. Worked for MWH on contract as Crockett Environmental from 2003 - 2008.

**Parametrix, Inc.
Senior Environmental Planner
(1992 - 1994)**

Managed the environmental and solid waste planning groups including preparing an EIS for the Westside light rail, analysis of regional water supply options, and writing solid waste plans for Jackson, Josephine and Marion Counties.

**Metro
Urban Services Manager
(1986 - 1992)**

Managed the development of the Portland Region's Solid Waste Management Planning and Emergency Preparedness Programs. Duties included managing employees; preparing budgets (approximately 1.2 Million annually); managing contracts; completing technical and policy analysis; managing a complex organization of committees; preparing and making presentations before the Metro Council and multiple City Councils, County Commissioners, local government staff and the public.

Received the 1990 American Planning Association (APA) Professional Achievement Award for the completion of the Metro Regional Solid Waste Management Plan

**Ada County, Idaho & Coos County, Oregon
Land Use Planner
(1983 - 1986)**

Duties included writing Plan and Code sections for environmental, agricultural, forestry and rural lands; working the zoning counter; writing staff reports; and preparing presentations for the Planning Commission. Worked closely with Chuck Nordstrom writing sections of both the Curry and Coos County Plans to gain LCDC plan adoption.

RECEIVED

JAN 22 2018

**Board of Commissioners
Curry County, Oregon**



Application for Volunteer Boards, Commissions, Councils, Committees or Task Forces

Board of Curry County Commissioners
94235 Moore Street, Suite 122
Gold Beach, OR 97444
Phone: 541-247-3296 Fax: 541-247-2718 Email: BOC_Office@co.curry.or.us

Please complete both pages of this form. Information submitted as part of this application is available and shall be considered public information as it pertains to Oregon Public Records.

NOTE: A separate application may be required for each Board, Commission, Council, Committee or Task Force for which you are applying.

Please print or type clearly

Name: Kevin McHugh Date: February 1, 2018

Please indicate which Board, Commission, Council, Committee or Task Force on which you are interested in serving.

<input type="checkbox"/> Ambulance Service Area Advisory Committee	<input type="checkbox"/> Coos Curry Housing Authority
<input type="checkbox"/> Board of Property Tax Appeals	<input type="checkbox"/> Fair Board
<input type="checkbox"/> Brookings Airport Advisory Committee	<input type="checkbox"/> Farm Board of Review
<input type="checkbox"/> Budget Committee	<input type="checkbox"/> Local Public Safety Coordinating Council
<input type="checkbox"/> Building Codes Appeal Board	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> CCD Business Development Corporation	<input type="checkbox"/> RSVP Advisory Board
<input type="checkbox"/> Citizen Involvement Committee	<input type="checkbox"/> Solid Waste Advisory Committee
<input type="checkbox"/> Compensation Board	<input type="checkbox"/> Veteran's Advisory Council
<input type="checkbox"/> Other	

Are you currently serving on a Board, Commission, Council, Committee or Task Force for Curry County?

☒ Yes ☐ No If Yes, list which committee(s):

Planning Commission, Citizen Involvement Committee, Compensation Board

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? Pima County, Arizona Planning and Zoning Commission, Board of Adjustments, Administrative Hearings Officer; City of Port Orford Planning Commission; City of Port Orford Committee for Citizen Involvement

What community topics concern you that relate to this Board, Commission, Council, Committee or Task Force? _____

Community involvement in the planning process, balancing viable long-term economic development with the rural character of the county, protecting existing and promoting new tourism opportunities.

Describe your previous experience in this appointed position or a similar position: Curry County Planning

Commission, 2014 - Present; City of Port Orford Planning Commission, 2014 - Present; City of Port Orford Committee for Citizen Involvement, 2014 - Present

Other volunteer activities: _____

Does your schedule allow you to attend daytime meetings? ☒ Yes ☐ No

Does your schedule allow you to attend evening meetings? ☒ Yes ☐ No

Does your schedule limit the days you could attend meetings? ☐ Yes ☒ No

If Yes, please explain _____

Have you ever been convicted of a crime? ☐ Yes ☒ No

If Yes, please explain _____

/s/ Kevin B McHugh

February 1, 2018

Signature

Date

My signature above indicates my desire to serve Curry County in a voluntary capacity as a member of one of its Boards, Commissions, Councils, Committees or Task Forces. I understand that there is no financial compensation for serving.

Thank you for your application.

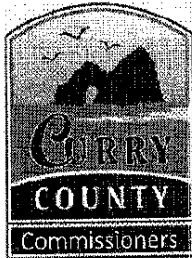
Please return your completed application to the Curry County Commissioners' Office at the address or email listed on page one of this form or you may submit your application on the county's website at www.co.curry.or.us.

Per ORS 192.502(3), the following can only be disclosed to the public following a public record request that shows clear and convincing evidence that the public interest requires disclosure.

Your mailing address: (b) [REDACTED]

Best phone number to call you: (A) [REDACTED]

E-Mail address: [REDACTED]



Application for Volunteer Boards, Commissions, Councils, Committees or Task Forces

Board of Curry County Commissioners
94235 Moore Street, Suite 122
Gold Beach, OR 97444
Phone: 541-247-3296 Fax: 541-247-2718 Email: BOC_Office@co.curry.or.us

Please complete both pages of this form. Information submitted as part of this application is available and shall be considered public information as it pertains to Oregon Public Records.

NOTE: A separate application may be required for each Board, Commission, Council, Committee or Task Force for which you are applying.

Please print or type clearly

Name: TED FREEMAN Date: 02/01/2018

Please indicate which Board, Commission, Council, Committee or Task Force on which you are interested in serving.

<input type="checkbox"/> Ambulance Service Area Advisory Committee	<input type="checkbox"/> Coos Curry Housing Authority
<input type="checkbox"/> Board of Property Tax Appeals	<input type="checkbox"/> Fair Board
<input type="checkbox"/> Brookings Airport Advisory Committee	<input type="checkbox"/> Farm Board of Review
<input type="checkbox"/> Budget Committee	<input type="checkbox"/> Local Public Safety Coordinating Council
<input type="checkbox"/> Building Codes Appeal Board	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> CCD Business Development Corporation	<input type="checkbox"/> RSVP Advisory Board
<input type="checkbox"/> Citizen Involvement Committee	<input type="checkbox"/> Solid Waste Advisory Committee
<input type="checkbox"/> Compensation Board	<input type="checkbox"/> Veteran's Advisory Council
<input type="checkbox"/> Other	

Are you currently serving on a Board, Commission, Council, Committee or Task Force for Curry County?

☒ Yes ☐ No If Yes, list which committee(s):

PLANNING COMMISSION

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? 17 YEARS ON CITY OF BROOKINGS PLANNING COMM.

LIFE LONG RESIDENT OF CURRY CO.

PAST OWNER OF A COMPANY THAT USED NATURAL RESOURCES & VERY KNOWLEDGABLE OF COUNTY, STATE + FED PERMITTING

What community topics concern you that relate to this Board, Commission, Council, Committee or Task Force? ZONING CUP GROWTH

Describe your previous experience in this appointed position or a similar position: _____

SOME TIMES FRUSTRATING

Other volunteer activities: EMT ; Pee Wee Basketball ; Little League
2 terms Port of Brookings Harbor Comm. ; JCI Senator
OZMA member & Chair person 8yrs.

Does your schedule allow you to attend daytime meetings? ☒ Yes ☐ No

Does your schedule allow you to attend evening meetings? ☒ Yes ☐ No

Does your schedule limit the days you could attend meetings? ☐ Yes ☒ No

If Yes, please explain _____

Have you ever been convicted of a crime? ☐ Yes ☒ No

If Yes, please explain _____

(b) (1) (A)
Sig _____ Date 02/01/2018

My signature above indicates my desire to serve Curry County in a voluntary capacity as a member of one of its Boards, Commissions, Councils, Committees or Task Forces. I understand that there is no financial compensation for serving.

Thank you for your application.

Please return your completed application to the Curry County Commissioners' Office at the address or email listed on page one of this form or you may submit your application on the county's website at www.co.curry.or.us.

Per ORS 192.502(3), the following can only be disclosed to the public following a public record request that shows clear and convincing evidence that the public interest requires disclosure.

Your mailing address: (b) (1) (A)

Best phone number to call you: (b) (1) (A)

E-Mail address: (b) (1) (A)

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: Letter of Concern to Sutter Coast Hospital****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 03/21 DEPARTMENT: BOC TIME NEEDED: 15 Mins.^a(Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐**CONTACT PERSON: John Hitt PHONE/EXT: 3287 TODAY'S DATE: 03/14/18****BRIEF BACKGROUND OR NOTE:****FILES ATTACHED:**

- (1) Memo
- (2) Proposed Letter
- (3)

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail) Road staff efforts to complete grant application and replace associated storm culverts

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☒ Send Printed Copy to: **Sutter Coast Hospital**

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

^aNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ **APPROVED FOR _BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail)

ASSIGNED TO: MOTION**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

Commissioner Sue Gold	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Thomas Huxley	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Court Boice	Yes <input type="checkbox"/> No <input type="checkbox"/>

BOC MEMO- LETTER, SUTTER COAST HOSPITAL

TO: BOC

FROM: INTERIM COUNTY ADMINISTRATOR

SUBJECT: Sutter Coast Hospital Letter of Concern

DATE: 03/14/18

BACKGROUND: At the March 7th BOC meeting Commissioner Gold presented a letter outlining concerns about the fees being charged by Sutter Coast Hospital, especially in relation to EmCare, the hospital's emergency room service provider. (Proposed letter attached)

RELEVANT FACTS: 1. Complaints have been received regarding this from both Curry County and Del Norte County residents. 2. On Dec. 12, 2017, the Del Norte Board of Supervisors wrote and letter to Sutter Health relating similar concerns. (copy attached).

OPTIONS: 1. Take no action. 2. Approve the proposed letter as submitted. 3. Approve an amended version of the attached letter. 4. Direct staff to redraft/rewrite the proposed letter and submit on a future agenda

RECOMMENDATION(S): Approve letter as submitted



Curry County

Board of Commissioners

Sue Gold, *Chair*
Thomas Huxley, *Vice Chair*
Court Boice, *Commissioner*

94235 Moore Street/Suite #122
Gold Beach, OR 97444
541-247-3296, 541-247-2718 Fax
800-243-1996 www.co.curry.or.us

March 16, 2018

Sutter Coast Hospital Board of Directors

Mitch Hanna, CEO

Sutter Coast Hospital

800 E. Washington Blvd.

Crescent City, CA 95531

Sutter Coast Board of Directors and CEO, Mitch Hanna:

Many of our citizens have brought to our attention the matter of Sutter Coast Hospital's extremely high health care service charges. These excessive charges result in severe hardships; financially, emotionally and physically to Curry County citizens.

We are also concerned about an apparent lack of transparency in posting your service charges as well as excluding public knowledge of and input to your Board meetings. We support the concept that tax-exempt "public benefit" corporations should be accountable to the public.

You may recall that these issues were addressed by this Commission in June of last year. At that time Carlos Priestly, Sutter Coast Hospital's Administrator, requested that we rescind the letter of concern under consideration at that time. We honored his request, given the assurances that specific issues would be addressed and resolved by January of this year. Regrettably, there has been no further communication from Sutter Coast nor are we aware of any resolution of the negative impacts on the citizens of both Del Norte and Curry counties.

A primary concern regards the repeated promises by Sutter that the EmCare contract for emergency room services would be remediated in the contract renewal of January 2018. This has not occurred. In fact, Mr. Priestly's recent presentation at the Del Norte

Health District meeting verified that EmCare is continuing to be the sole emergency care provider, yet the issue of outrageous and unwarranted charges to "out-of-network" patients has not been addressed/resolved.

We are sure that you, and the administration of the Sutter Health Corporation, are cognizant that both Curry and Del Norte counties are designated by our Federal government as medically and provider underserved. Relevant components of these designations include our high poverty levels, aged population, and rural and remote location. To impede and/or effectively deny essential emergency care by your high charges and contractual agreements is in direct conflict with the purpose and intent of federal/state tax exemptions for hospital corporations.

As Curry County Commissioners we have an obligation to advocate for affordable, accessible and effective health care for our constituents. It is to our mutual benefit to protect the interests and well-being of our citizens, since they constitute approximately one-third of service provision and revenue to Sutter Coast.

Our request is that Sutter's excessive charges and "out-of-network" contractual agreement with EmCare be reviewed and revised as promised. Further, we request that all charges/costs of care be established within market averages and provided publicly in accord with the public's right to informed consent.

Your consideration of action on this urgent matter is deeply appreciated.

Sincerely,

Sue Gold, Chair

Court Boice

Tom Huxley

Cc: Sutter Health Board of Directors, 2200 River Plaza Dr. Sacramento, CA 95833

Peter DeFazio 2134 Rayburn Office Building, Washington, D.C. 20515

Jared Huffman 1406 Longworth House Office, Washington, D.C. 20515

Del Norte District Health Board of Directors

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: Nuisance Abatement Hearing – 97904 W. Benham Lane****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 03/21/18 **DEPARTMENT:** Admin. **TIME NEEDED:** 50 Mins.(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐**CONTACT PERSON:** John Hitt **PHONE/EXT:** 3287 **TODAY'S DATE:** 03/21/18**BRIEF BACKGROUND OR NOTE:****FILES ATTACHED:**

- (1) Memo
- (2) Notice to Appear & other legal documents
- (3) Photos

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes ☒ No ☐
(If Yes, brief detail) May require county to pay for abatement costs which can only be recovered via property lien
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. Does Agenda Item impact County personnel resources? Yes ☒ No ☐
(If Yes, brief detail) Significant staff time and perhaps \$30K.

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☒ Other Obtain Court Order by County Counsel

Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☒ No ☐ N/A ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ **APPROVED FOR _BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Outlined in attached memo

ASSIGNED TO: OTHER – PUBLIC HEARING**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

Commissioner Sue Gold	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Thomas Huxley	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Court Boice	Yes <input type="checkbox"/> No <input type="checkbox"/>

MEMORANDUM

FROM: John Hitt, County Administrator

TO: Curry County Board of Commissioners

RE: W. Benham Lane, Nuisance Abatement Hearing Standards

DATE: March 14, 2018

INTRODUCTION

On March 21, 2018, at 1:30pm, the Board will hold a hearing to determine whether there exists a public nuisance at 97904 W. Benham Lane in Brookings, Oregon (Harbor); and if so, what the remedy should be.

This memorandum explains the legal standards for determining what a nuisance is, and recommends the remedy of demolition.

A BACKGROUND: Nuisance and Due Process

In general, a nuisance is when an owner uses property to the harm of its neighbors (private nuisance), or the public at large (public nuisance). The same conduct can be a private and public nuisance. That is the case here.

In Oregon, a County can adopt ordinances that describe nuisances, establish procedures to enforce and determine whether a nuisance exists, and order abatement, and Curry County has done so. As such, the Board can determine that a nuisance exists, and impose appropriate remedies.

All such procedures are subject to state and federal constitutional limitations. Those limitations prevent the government from destroying private property without due process of law. Due process generally requires notice to the offender of the violation, and opportunity to be heard before a decision is made.

As set forth below, the facts show that the property owner was given notice of the County's claimed violation, and an opportunity to appear before the Board to present his case. Further, the facts will show that a nuisance exists, and that abatement by demolition is the clear remedy.

B. LEGAL STANDARDS

1. Notice

The law usually requires personal service of notice. When personal service is not

available, some other method of service can be used. Typical "substitute" services must be reasonably calculated to give actual notice. They include but are not limited to: giving notice to another responsible person in place of the defendant, mailing notice (either certified or regular or both), posting notice on property, and in appropriate cases, email and telephone.

2. Nuisance

The County has described as nuisances:

The deposit, accumulation, storage, collection, maintenance or display on private property outside the limits of cities of waste or solid waste that is hazardous to the health and safety of the public, or which creates offensive odors or a condition of unsightliness, is hereby prohibited as a public nuisance.

Curry County Code Article 6, Division 1, Section 6.01.020; and 6.01.030 lists examples, Exhibit "A", attached.

C. FACTS

1. Facts Regarding Notice to Owners, Julie Raiter and Does 1-X

Curry County property tax records list Raiter, Julie Etal as the owner of record on the property, Exhibit "B", attached. The Owner's address is listed as:

96349 Duley Creek Road, Brookings, Oregon, 97415.

On March 14, 2018, pursuant to a warrant issued by the Curry County Circuit Court, Exhibit "C" attached, the County posted notice on the property of this proceeding. The notices were posted at the main building and the barn/shed.

Curry County mailed certified and regular mail to the Julie Raiter at the physical address and the address on Duley Creek Rd. on the County tax records. There is evidence that Julie Raiter has been notified pursuant to posting. The Board can conclude that reasonable notice was given of this proceeding to the defendant(s), Exhibit "C-1", attached.

1. Facts Regarding Nuisance

In December, 2017, citizens in the area of the house came to Board of Commissioner Meetings and described problems with the property. The prior appearances and submittals of the neighbors are incorporated herein by reference.

On March 7, 2018, the Board of Commissioners ordered the County Administrator to take steps to enforce the County's nuisance ordinance against the persons who were committing or allowing the nuisance to be committed. Those persons were identified as Julie Raiter, Etal and Does 1-X. The materials and presentation thereof on March 7, 2018, are incorporated herein by reference.

a. Property

The property is open and readily accessible to the public, small children, etc. It

consists of several buildings on a large lot approximately 140' x 115'. Overall, the property is severely overgrown with weeds, blackberries, and brush. Several piles of debris and trash are visible throughout the property (Exhibit "D" attached photos)

1. Main Structure – dilapidated double-wide mobile that has been added on to. This building appears abandoned for an extended period of time. The former porch/stairs access has collapsed. The roof is in poor condition and sewer service has been disconnected. The inside of this main building is in a rotten and decaying state. Black mold is everywhere, insulation has fallen from the ceiling, the roof rafters are sagging and there is visible debris and animal feces throughout. There are also possible signs at the rear of the building, of human use.
2. 5th Wheel – next to the main structure is an abandoned, unlicensed 5th wheel with its door open. This RV is also filled with mold, trash, and sagging floors and ceiling.
3. Shed/Barn – adjacent to the abandoned 5th wheel is a shed/barn with a rotting roof filled with trash and debris.
4. Single Wide Mobile Home – At the entry to the property is an abandoned small single-wide mobile home. It also has a collapsed entry porch and steps. Pictures of the inside reveal a similar story of trash, a failing floor and ceiling/roof and mold.

2. Facts Regarding Remedy

When the Board determines there is a nuisance, the question is what remedy is appropriate. Remedies available can be fines, boarding the property up, installing fencing, or demolition.

a. Fines

Fines would be ineffective to prevent the conduct. To collect a fine, a violator would need to be served with a citation, and have the ability to pay. In this case neither of those scenarios is likely. Further, the condition would likely continue. There is a high degree of immediacy in the need to stop this nuisance conduct. A fine would not likely accomplish that.

b. Cleaning-up and Boarding up.

Little purpose would be served in cleaning up and boarding up the residence. The County Sheriff had previously explained that boarded-up structures are commonly broken into, and the nuisance conduct resumes.

c. Fencing

The property has approximately 500 linear feet of perimeter. A general ball-park for either a cyclone or cedar fence is \$20 per linear foot. Fencing would cost approximately \$10,200.00. The County Sheriff had previously explained that fencing does not prevent renewed nuisance activity.

d. Demolition

The house is not appropriate for reconstruction. It needs to be demolished or perhaps removed. At this time there is no estimate of the approximate abatement costs.

It is recommended that the Board consider demolition as the appropriate remedy.

Conclusion

In my opinion, none of these structures or vehicles could be rehabilitated or remodeled at a reasonable cost. The only financially viable option would be to tear down and remove all existing structures/RV, trailer, and clear the site of all brush and trash and develop or sell the resultant bare earth site.

This Memorandum summarizes the testimony and evidence the County intends to present to the Board on March 21, 2018.

After hearing all testimony and considering all evidence, the Board can conclude that a nuisance exists, and can order the County Administrator to send notice of its decision to the defendants, that a nuisance exists and that the defendants have 30 days to remediate the nuisance. If not, County Counsel shall file suit for injunctive relief in Circuit Court to abate the nuisance. All costs of the nuisance abatement shall be charged to the defendants.

John Hitt,
Curry County Administrator

EXHIBIT "A"

ARTICLE SIX - ENVIRONMENT AND HEALTH

DIVISION ONE

SOLID WASTE NUISANCE

SECTION 6.01.010

RESERVED

SECTION 6.01.020

PROHIBITION

The deposit, accumulation, storage, collection, maintenance or display on private property outside the limits of cities of waste or solid waste that is hazardous to the health and safety of the public, or which creates offensive odors or a condition of unsightliness, is hereby prohibited as a public nuisance.

SECTION 6.01.030

DEFINITIONS

(1) The following conditions shall be deemed solid wastes that are hazardous to health and safety or a condition which creates offensive odors:

(a) Putrescible wastes not stored in fly-tight and rodent-proof containers and not removed from the premises at least every seven days.

(b) Accumulation of solid waste material conducive to rodent propagation.

(c) Where permitted, a burning barrel not receiving regular maintenance which has rusted and deteriorated to the extent that the contents are allowed to leak out.

(d) Accumulation of solid waste material conducive to mosquito production.

(e) An abandoned, unattended or discarded ice box, refrigerator, or other container which has an airtight door or lid, snaplock or other locking device which may not be opened from the inside when said door or lid, snaplock or other locking device has not been removed.

(f) Solid waste that may, by itself, or in combination with other solid wastes, be infectious, explosive, poisonous, caustic, toxic or otherwise dangerous or injurious to human, plant, or animal life.

(g) Buildings or structures in such a condition that they have become useless or dangerous for the purpose of habitation, shelter, storage or any other purpose.

(2) When exposed to view from public street or public highway the following shall be deemed solid wastes, creating a condition of unsightliness:

(a) Discarded, useless, abandoned or inoperable household appliances such as washers, dryers, refrigerators, dishwashers, water heaters, stoves and

similar items.

(b) Abandoned, discarded, useless household furniture such as sofas, beds, chairs, mattresses, tables and similar items.

(c) Abandoned, discarded, useless, or inoperable motor vehicles or parts thereof such as automobiles, trucks, farm machinery, motors, tires, chassis and similar items. For purposes of this subsection, the definition of "motor vehicle" as found in ORS 801.360 applies.

(d) Accumulation of rubble or used building material such as lumber, wire, plumbing fixtures, lighting fixtures, used stone or brick and similar items.

(3) The prohibition does not include:

Materials used for fertilizer or for other productive purposes or which are salvageable when such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of fowls or animals.

SECTION 6.01.040 INVESTIGATIONS

To determine whether there is reasonable cause to believe that a public nuisance exists on private property outside the limits of any city, the Board, or whomever it designates, may conduct an investigation for that purpose. In conducting such an investigation, the Board, or whomever it designates, may administer oaths, subpoenas and require the attendance of witnesses at public hearings, require the production of relevant documents, and take the testimony of any person.

SECTION 6.01.050 NOTICE

(1) Whenever it appears that there is reasonable cause believe that a public nuisance exists, the Board may order that a notice be issued and served upon the owner, tenant, occupant or person in possession of the premises where the nuisance is alleged or claimed to exist, requiring such person to appear before the board at the time and place stated in the notice to show cause why a nuisance should not be declared to be existing on the premises.

(2) Notice with regard to abandoned, discarded, useless or inoperable motor vehicles shall be given as provided in ORS. 819.170 to 819.200.

SECTION 6.01.060 HEARINGS AND FINDINGS

(1) At the time and place described in said notice, the Board shall conduct a public hearing on the question of the existence of the alleged nuisance, and if the Board finds that a nuisance exists, it shall declare the existence of the nuisance by order entered in its journal, and may order a suit to be brought in the name of the County to institute injunction, abatement or any other proceeding provided by law to prevent temporarily or permanently the existence of the nuisance.

(2) A hearing with regard to abandoned, discarded, useless or inoperable motor vehicles shall be conducted as set forth in ORS. 819.190 to 819.200.

SECTION 6.01.070 ALTERNATIVE ABATEMENT PROCEDURE

In lieu of and not in addition to the remedies provided above where the Board finds that a nuisance exists and declares the existence of a nuisance by order, if the owner or occupant of the property fails to abate the nuisance within 30 days after the entry of the order, the Board may cause the nuisance to be abated. Where such removal is performed by the County, or its agent, neither the County nor its agent shall be liable for any trespass or conversion as to any real or personal property and the costs may be collected from the person served with the notice provided in this division, or may be collected as a lien against such property.

SECTION 6.01.080 CUMULATIVE REMEDIES

The remedies provided for above are in addition to and not in lieu of other remedies provided by law.

SECTION 6.01.090 COMPUTATION OF OFFENSES

Each day the public nuisance exists, after the day it is declared a public nuisance by this Board under this ordinance, shall be deemed a separate and distinct offense under this division.

SECTION 6.01.100 DELEGATION

Any County employee or any body responsible to this Board may, when authorized by this Board, carry out any of the functions vested in this Board by this division. The actions of such person or body are subject to reversal or modification by this Board within 10 days of the action.

SECTION 6.01.110 LIBERAL CONSTRUCTION

The provisions of this division are to be liberally construed to achieve their object: the prevention, abatement, and punishment of the public nuisance created by solid wastes.

SECTION 6.01.120 APPLICATION

This division does not apply to:

(a) Disposal sites operated in compliance with regulations promulgated by the State Environmental Quality Commission or other ordinances or regulations of the County.

(b) Agricultural operations and growing or harvesting of crops and the raising of fowls or animals.

EXHIBIT "B"

MapTaxlot: 4113-09BC-05705-00

MapNumber: 41S13W09BC

Taxlot: 5705

ORTaxlot: 0841.00S13.00W09BC--000005705

Property: R25910

Situs Address: 97904 W BENHAM LN

Situs City: BROOKINGS

Situs State: OR

Situs Zipcode: 97415

Owner Name: RAITER, JULIE ETAL

Owner Address 1: 96349 DULEY CREEK RD

Owner Address 2:

Owner Address 3:

Owner City: BROOKINGS

Owner State: OR

Owner Zip: 97415

P_class: 101

Co_Prop_Cls: 121

Code Area: CA:17-9

Exemptions:

Current Exempt Value: 0

Roll Land Market: 124,420

Roll Total Improvement: 57210

Roll_Rmv_Value: 181,630

Roll Use Value: 0

Roll Assessed Value: 168,590

Current Year Levy: 1,112.30

Ca_rate: 6.5976

Year Built: 1995

Living Area: 1512

Total Account Acres: 0.37

Sale Date: 03/25/1991

Sale Price: 22,108

Current Sale Deed: 07-6717

Curry County



EXHIBIT "C"

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

CURRY COUNTY, a General)	
Law County Political Subdivision	)	WARRANT
State of Oregon)	
)	
v.	)	To Enter Premises
	)	to Search for Nuisance Evidence
Julie Raiter, and Does I - X,	)	to Post Notice of Hearing
Respondents	)	ORS 203.065; ORS 133.
	)	Curry Code Article 6.01.020

TO: John Huttli, Curry County Special Deputy District Attorney, and designated Sheriff employees or agents.

RE: 97904 Benham Lane, Brookings (HARBOR), OR 97415

IN THE NAME OF THE STATE OF OREGON:

WHEREAS, ORS 203.065 in pertinent part states:

(2) The violator of a county ordinance may be prosecuted by the county in the name of the county or be made the defendant in a civil proceeding by the county seeking redress of the violation.

(3) Every act or thing done, or anything existing with the limits of a county, which is declared by an ordinance of the county adopted under ORS 203.030 to 203.075 to be a nuisance, shall constitute a nuisance and may be regarded as such in all actions, suits and proceedings, unless the ordinance is declared void by a court of competent jurisdiction.

; and

WHEREAS, Curry County has adopted Ordinance 6.01.020 and 6.01.030 per above referenced statutes to declare nuisances and describe the process to post notice and enter property to inspect; and

WHEREAS, the application of Special Deputy District Attorney supported by affidavit of Curry County Interim County Administrator swears out facts and provides supporting documents to establish probable cause that a violation of Curry County Ordinance 6.01.020 and 6.01.030 is being violated; and

WHEREAS, the County needs to enter the above-described property to conduct an inspection of the residence, outbuildings and appurtenant land for the purpose of investigating a source of nuisance as described in Curry County Ordinance 6.01.030 and ascertaining compliance with the County Code; and

WHEREAS, based on the accompanying affidavits, it appears that the property is private property owned by Julie Raiter, with interested persons Does I- X, necessitating the issuance of an inspection warrant to enter onto private property for these purposes.

///

///

NOW THEREFORE, YOU ARE HEREBY AUTHORIZED

1. To enter the above-described property to conduct an inspection for the purpose of investigating a source of Nuisance as outlined in Curry County Code 6.01.020 and 6.01.030, to wit:

Putrescible wastes not stored in fly tight containers; accumulation of solid waste material conducive to rodent propagation, mosquito production, or otherwise dangerous or injurious to life; building or structures that have become dangerous for purpose of habitation; abandoned containers with airtight doors or lid which cannot be opened from the inside; discarded inoperable or abandoned appliances, furniture, motor vehicles and parts; accumulation of rubble or used building material.

and

2. To post notice of a hearing to show cause whether a Nuisance exists and if so whether it should be abated.

You are authorized to obtain the assistance of the Curry County Sheriff to gain access to the property, if necessary, and you are to return this warrant to the Circuit Court of Curry County, Oregon, when said inspection has been completed.

This warrant authorizes you to enter the property between the hours of 7 A.M. to 10 P.M. within five days of issuance. This warrant shall be returned not later than five days after date of search.

DATED at Gold Beach, Curry County, Oregon, at 4:21 A.M./P.M., this 8 day of March 2018

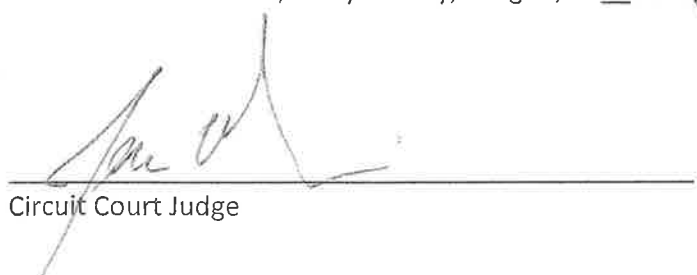

Circuit Court Judge

EXHIBIT "C-1"



Curry County Board of Commissioners

Tom Huxley, *Chair*
Sue Gold, *Vice Chair*
Court Boice, *Commissioner*

94235 Moore Street
Gold Beach, OR 97444
541-247-3296
www.co.curry.or.us

March 9, 2018

JULIE RAITER
97904 BENHAM LANE
BROOKINGS, OR 97415

DOES I - X

NOTICE of VIOLATION REQUIREMENT TO APPEAR FOR HEARING

Sent First Class and Certified Return Receipt US Mail; Posted on Property

RE: Property Address: 97904 Benham Lane, Brookings (Harbor) OR 97415

Violation

Pursuant to Curry County Ordinance 6.01.050 (1), you are hereby notified that the Curry County Board of Commissioners has reason to believe that a public nuisance exists on the above-referenced property occupied or possessed by you.

Summary of Facts: The property is in such a condition that it attracts and propagates rodents. As such, it meets the definition of nuisance property under Curry County Ordinance 6.01.030 (1) and (2).

Requirement to Appear

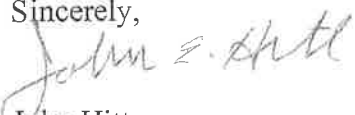
You are hereby required to appear and show cause why the Board of Commissioners should not declare a nuisance to exist at the property.

Date of Hearing: Wednesday, March 21, 2018
Place of Hearing: Curry County Offices, 94235 Moore Street, Gold Beach, OR
Time of Hearing: 1:30 p.m.

The Board will take testimony from witnesses and consider evidence. If you fail to appear, the Board will make a decision on the information available to it. Failure to appear may result in a decision that you abate the nuisance. If you fail to abate the nuisance, the County may abate the nuisance and charge expenses to you, and place a lien on your property.

This enforcement procedure does not prohibit the County from exercising any other lawful enforcement process against you.

Sincerely,


John Hitt
Curry County Administrator

7017 1450 0002 3149 9151

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
BROOKINGS, OR 97415	
Certified Mail Fee \$3.45	0688 03
Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$2.75 <input type="checkbox"/> Return Receipt (electronic) \$0.00 <input type="checkbox"/> Certified Mail Restricted Delivery \$0.00 <input type="checkbox"/> Adult Signature Required \$0.00 <input type="checkbox"/> Adult Signature Restricted Delivery \$0.00	Postmark Here
Postage \$0.50	03/09/2018
Total Postage and Fees \$6.70	
Sent To Street and Apt. No., or PO Box No. 1-11 9149 Benham Lane City, State, ZIP+4® Brookings, OR 97415	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7017 1450 0002 3149 9144

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
BROOKINGS, OR 97415	
Certified Mail Fee \$3.45	0688 03
Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$2.75 <input type="checkbox"/> Return Receipt (electronic) \$0.00 <input type="checkbox"/> Certified Mail Restricted Delivery \$0.00 <input type="checkbox"/> Adult Signature Required \$0.00 <input type="checkbox"/> Adult Signature Restricted Delivery \$0.00	Postmark Here
Postage \$0.50	03/09/2018
Total Postage and Fees \$6.70	
Sent To Street and Apt. No., or PO Box No. 1-11 9149 Benham Lane City, State, ZIP+4® Brookings, OR 97415	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7017 1450 0002 3149 9137

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
BROOKINGS, OR 97415	
Certified Mail Fee \$3.45	0688 03
Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$2.75 <input type="checkbox"/> Return Receipt (electronic) \$0.00 <input type="checkbox"/> Certified Mail Restricted Delivery \$0.00 <input type="checkbox"/> Adult Signature Required \$0.00 <input type="checkbox"/> Adult Signature Restricted Delivery \$0.00	Postmark Here
Postage \$0.50	03/09/2018
Total Postage and Fees \$6.70	
Sent To Street and Apt. No., or PO Box No. 1-11 9149 Benham Lane City, State, ZIP+4® Brookings, OR 97415	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Julie Rafter
96349 Duley Cr. Rd.
Brookings, OR 97415



9590 9402 2643 6336 6001 37

2. Article Number (Transfer from service label)

7017 1450 0002 3149 9144

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Julie Rafter

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery | |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

EXHIBIT "D"

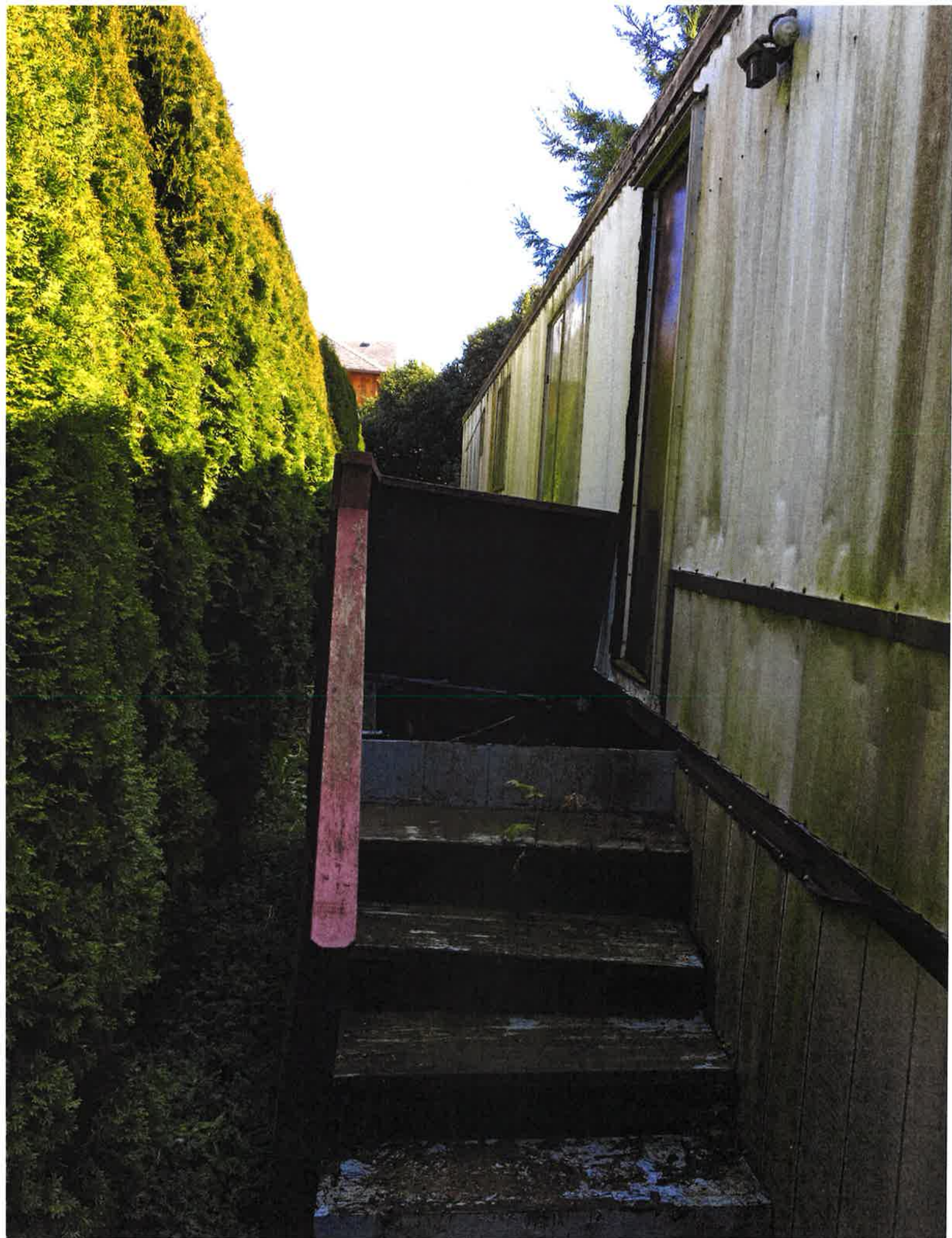


HARBOR
SANITARY DISTRICT
16408 Lower Harbor Rd. Brookings, OR 97415

NOTICE

ON JULY 2014 SEWER WAS
DISCONNECTED AT:
97904 WEST BENHAM
LANE

SERVICE MAY BE RESTORED BY PAYMENT OF ALL AMOUNTS DUE THE
DISTRICT, INCLUDING A RESTORATION FEE. If you have any questions regarding this
notice, please call 469-5225 between 9 a.m. and 2:00 p.m. Monday through Thursday.
REPLACEMENT NOTICE 162517











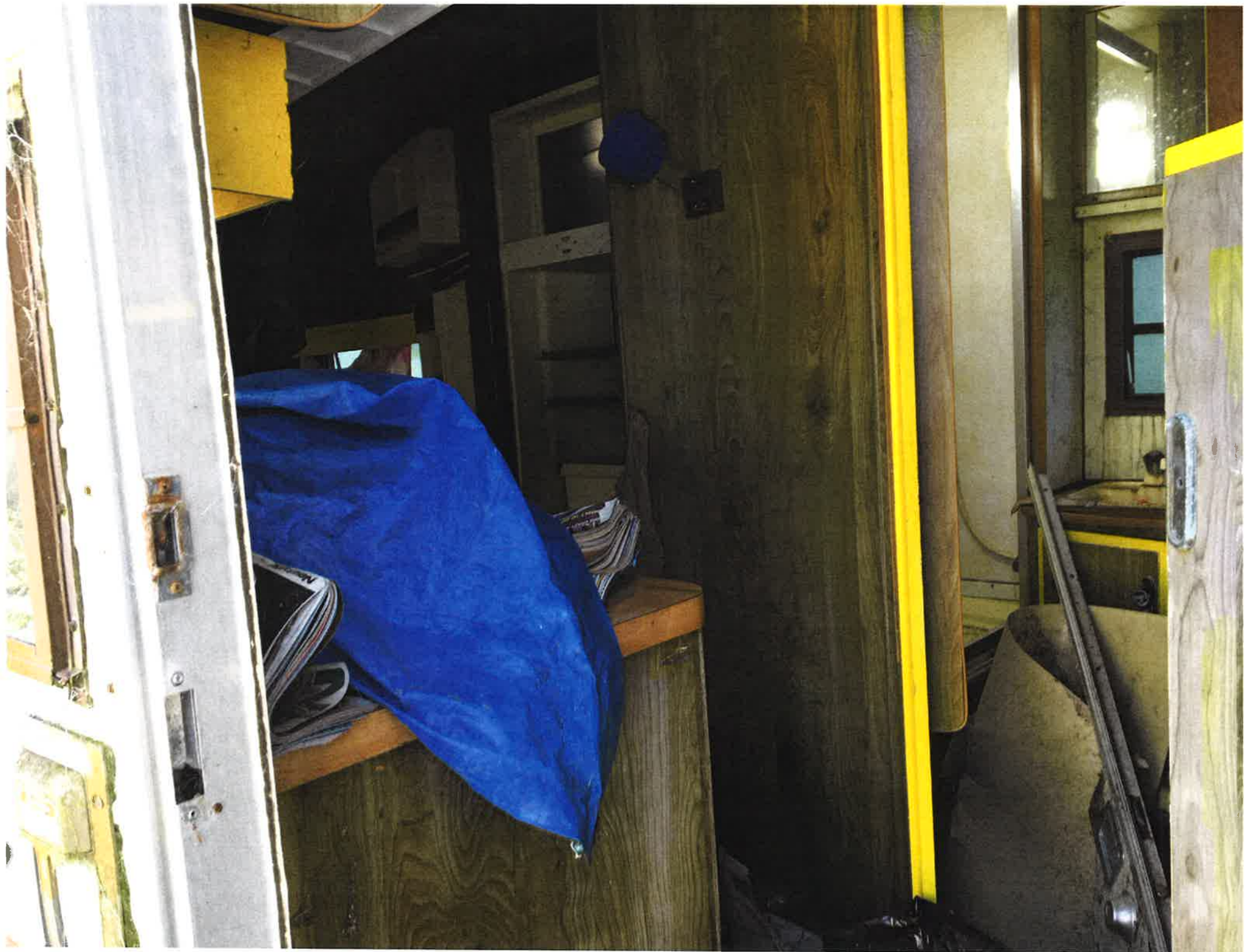




























BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF CURRY

CURRY COUNTY, a General	)	ORDER
Law County Political Subdivision	)	(a) Declaring Nuisance
State of Oregon	)	(b) Directing Defendants
	)	to Abate Nuisance;
v.	)	(c) Authorizing Counsel to Sue
	)	if not Abated by Defendants
Raiter, Julie Etal	)	Curry County Code
and Does I – X	)	Article 6.01.060
	)	Article 6.01.070

WHEREAS, Curry County Ordinance Article 6.01.020 and Article 6.01.030 state that hazardous solid wastes, are nuisances; and

WHEREAS, the Curry County Board of Commissioners heard from members of the public that nuisance conditions existed at 97904 W. Benham Lane, Brookings, Oregon mailing address; and

WHEREAS, based upon the information contained in those citizen complaints, the Board of Commissioners ordered the County Administrator to investigate the claimed nuisance; and further ordered that Notice of Hearing on Violation be issued; and

WHEREAS, said investigation was undertaken, and said notice was duly issued, and results of which were described in a memorandum from Administrator John Hitt dated March 14, 2018 with exhibits; and

WHEREAS, on March 21, 2018, the Curry County Board of Commissioners held a public hearing on the nuisance, having heard a presentation from Administrator John Hitt, as well as other public comment; and

WHEREAS, at the time of this Order, there has been no communication from Defendant Julie Raiter Etal or DOES I-X; and

NOW THEREFORE, the Board of Commissioners for Curry County FINDS and CONCLUSIONS:

A Solid Waste Nuisance exists per Article 6.01.030 (1)(a)(b)(d)(e)(f)&(g). This finding is supported by the above recitals, the oral staff report presented by Administrator Hitt and exhibits also presented; and

Having considered options of remedy, weighing the facts as outlined in the March 14, 2018 memorandum from Administrator Hitt, the proper remedy being demolition; the Board of Commissioners concludes that demolition of the structures is appropriate; and

NOW THEREFORE the Board of Commissioners for Curry County **HEREBY ORDERS**:

- 1) Defendants Julie Raiter, Etal and Does I-X shall abate the nuisance by demolishing the structures on the property and clean up the lot of all solid waste within 30 days of the date of this order; and
- 2) Defendants Julie Raiter, Etal and Does I-X shall take all actions including suit for ejectment to remove all trespassers at the property within 30 days of the date of this order; and
- 3) If the nuisance conditions and conduct are not abated as per above by that time, County Counsel shall commence suit in Circuit Court to abate the nuisance by injunctive relief.
- 4) County Counsel to issue notice of the above to all defendants.

DATED this 21st day of March, 2018

CURRY COUNTY BOARD OF COMMISSIONERS

Sue Gold

Chair

Thomas Huxley

Vice Chair

Court Boice

Commissioner

Approved as to Form:

John R. HuttI, Curry County Counsel

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: Motion to Reconsider****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 03/21/18 DEPARTMENT: BOC TIME NEEDED: 5 Mins.^a(Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒**CONTACT PERSON:** Court Boice **PHONE/EXT: 3229 TODAY'S DATE: 03/15/18****BRIEF BACKGROUND OR NOTE:** Commissioner Boice wishes to make a motion for the BOC to reconsider their prior action to not support a resolution supporting the 'Wild Horse Fire Brigade' concept. The attached files are relevant only if the BOC agrees to reconsider their prior action during this meeting.**FILES ATTACHED:**

- (1) Several Files Relating to Wild Horse Fire Fuel Abatement
- (2)
- (3)

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
- 3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail) Road staff efforts to complete grant application and replace associated storm culverts

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☒ Send Printed Copy to: **Appropriate public agencies**

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒
Comment:
- 2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
- 3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
- 4. If hire order requires a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ **APPROVED FOR 03/21_BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact?Yes ☐ No ☐

(If Yes, brief detail)

ASSIGNED TO: MOTION**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**Commissioner Sue Gold Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐

RESOLUTION NO. _____

A RESOLUTION OF THE CURRY COUNTY BOARD OF COMMISSIONERS

DECLARATION OF INORDINATE WILDFIRE RISK

AND

ENDORSEMENT OF A FOREST PROTECTION PLAN OF ACTION

WHEREAS, catastrophic wildfire has and continues to present a serious and growing threat to the health and safety of the citizens and their property, as well as the property and the natural resources of Curry County, Oregon and the State of Oregon; and,

WHEREAS, the trend of deforestation in the United States, especially the western states due to wildfires is by all accounts accelerating, with approximately 9-million acres of forests having burned in just 2017, and of that nearly 678,000 acres in Oregon including the approximate 190,000-acre *Chetco Bar Megafire* that devastated the forest and watershed in the Kalmiopsis Wilderness Area (Rogue River-Siskiyou National Forest) in Curry County, Oregon; and,

WHEREAS, the elected and appointed officials of **Curry County**, the State of Oregon and the nation have an obligation and duty to preserve public safety and protect the citizenry, their homes, properties, businesses, critical infrastructure, public and private enterprises, and publicly owned natural resources by ensuring the landscape is as fire resilient as possible using any and all reasonable and cost effective means of fire prevention, which would also support cost reduction for fire-fighting efforts while increasing the safety for firefighters; and,

WHEREAS, approximately 60-percent of all forest lands in Oregon are owned by the federal government, with about 53-percent of the land within Curry County, Oregon being federally owned and managed land; and,

WHEREAS, in a matter of just a few months during 2017, more than 678,000 acres of Oregon forests have been devastated by wildfires, killing wildlife along with destroying their habitats, some of which are threatened and endangered species, devastating watersheds and fisheries, and creating a toxic smoke that is now linked by the National Health Institute to serious injurious health effects and death among citizens; and,

WHEREAS, the Rogue River-Siskiyou Kalmiopsis Wilderness Area and its forests, which is situated within Curry County and is at extremely high-risk for catastrophic wildfire due to its location in a designated high wildfire risk region within Oregon, coupled with prodigious amounts of annually occurring grasses and brush and the absence of any ground fuel management program to abate super-hot burning grasses and brush within the Rogue River-Siskiyou Kalmiopsis Wilderness Area; and,

WHEREAS, given the immediate proximity to the towns, homes, ranches and critical infrastructure of Curry County and the potential for catastrophic wildfire spreading from National Forests and the Rogue River-Siskiyou Kalmiopsis Wilderness Area and its forests into these and other adjacent areas, these forests in their present state of mismanagement as to ground fuels present an intolerable level of exposure and risk to the lives and health of citizens, private and public properties, natural resources, critical infrastructure such as electrical power transmission lines, communications and roads; and,

WHEREAS, catastrophic wildfire is devastating to the watersheds that are critically vital to local fisheries and for community its economy and municipal water supplies, which would be adversely affected by catastrophic wildfire and further subjecting the local population and agricultural enterprise to a degradation of water quality and supply; and,

WHEREAS, because there is an acute shortage of black-tail deer and elk in Northern California and Southwestern Oregon that would normally abate millions of tons of fire causing grasses and brush in an around forest ecosystems, the reintroduction of a large native ungulates such as the native species American wild horses is both logical and cost effective since they are available at virtually no cost from both the BLM and the USFS; and,

WHEREAS, the BLM and USFS are current supporting approximately 50,000 wild horses in corrals at a cost of approximately \$80-million dollars annually to taxpayers, and these horses have the capacity to abate 1.5-millions pounds of grasses and brush daily or ca. 274,000-tons of grass and brush annually, and;

NOW, THEREFORE BE IT RESOLVED that the Curry County Board of Commissioners request that the United States Forest Service and Bureau of Land Management take immediate action to initiate a program of wildfire prevention by

releasing corralled wild horses into selected federal forests in Oregon (in Curry County) currently at risk for catastrophic wildfire.

Be It Further Resolved That the Curry County board of commissioners request that the Governor of Oregon endorse this request and further request that said federal agencies implement the initiative known as the 'Natural Wildfire Abatement And Forest Protection Plan' (*'Wild Horse Fire Brigade'*), which posits the redistribution of wild horses from federal corrals into federal forests at risk from wildfire, including the Rogue River-Siskiyou Kalmiopsis Wilderness Area.

PASSED AND ADOPTED by the Curry County Board of Commissioners at a regular meeting of said Board, held the _____ day of December, 2017, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____ COUNTY CLERK

Natural Wildfire Abatement And Forest Protection Plan

'Wild Horse Fire Brigade'

A Proposal by William E. Simpson II: Presented in collaboration with Britt Ivy-Boice
6 pages total



Wildfire: A Serious And Growing Problem Impacting America And Its Citizens

The nature and characteristics of wildfires in America have changed dramatically over the past decades as a result of several factors including a warmer climate cycle.

Excessive amounts of ground fuels (grasses and brush), which act as the kindling needed to ignite other forest debris such as dead and dying timber and previous fire-damaged trees have accumulated in and around most forests and present a new risk. This fundamental problem is a direct result of large declines in the populations of large herbivores (deer, elk, moose and caribou, aka:

cervids) that historically had controlled these grasses and

brush via their ubiquitous grazing. By reducing these now prodigious super-hot burning ground fuels back to previous normal levels, the frequency and severity of wildfires would be much different, resulting in a more normal fire-cycle.

1) Over the past 40-years, large herbivores such as deer, elk, moose and caribou in North America have seen significant drops in their populations from historic norms. For instance in California, the deer population has steeply declined from over 2-million deer to just about 350,000 deer in 2016 according to DeerFriendly.com (<http://www.deerfriendly.com/deer/california/long-term-trends-in-california-s-deer-population>). The populations of deer, elk and other herbivores have suffered significant declines in many areas as a result of several factors, including but not limited to disproportionately high predator populations, disease, poor hunting management policies and vehicular incidents, as well as losses via wildfires.

2) Under recent historic conditions in and around forests, deer and other large herbivores kept the ground fuels (grasses and brush) grazed-down (***natural grass & brush mowers***), which significantly mitigated wildfire frequency and severity. Extensive incontrovertible research shows that whenever an herbivore population is depleted, catastrophic wildfires take over, to wit:

According to Science Magazine: "By altering the quantity and distribution of fuel supplies, large herbivores can shape the frequency, intensity, and spatial distribution of fires across a landscape. There are even unique interactions among large herbivore populations that can influence fire regimes. For example, facilitative interactions between white rhinoceros and mesoherbivores result in reduced fuel loads and fuel continuity, and consequently fewer large, intense fires (71). Other factors can influence the frequency and intensity of fires, particularly in locations where the total area burned is strongly related to ungulate population size.

The problem is the ecosystem is out of balance; for instance: On average a single black-tail deer will consume about 7-8 pounds of grasses and brush daily. Considering the deer population depletion in CA of approximately 2-million deer (net loss) over past few decades, ***the loss in ground fuel abatement (grasses and brush) in and around forests amounts to about 18-million pounds of fuel per day (grasses-brush)!*** That is 18-million pounds in a day in and around CA forests, which annualized is ***3.3-million tons of grass and brush that is no longer being abated by natural means, just in CA.***

3) The massive and growing annual deforestation of America by highly-fueled super-hot wildfires, now known as ***megafires*** (defined as 100,000 acres or more in size), presents as a grave threat to America's core natural resources and extends well beyond the loss of forests and trees. These megafires are also a threat to the national security of the United States of America, since they pose significant economic threats and also threaten critical infrastructure (roads, bridges, power transmission lines, communications, etc). Recently, the U.S. Coast Guard had to shut down vessel traffic on the Columbia River due to wildfire.

Natural Wildfire Abatement And Forest Protection Plan

AKA: 'Wild Horse Fire Brigade' / William E. Simpson II / email: gemmaster7@aol.com

Natural Wildfire Abatement And Forest Protection Plan

'Wild Horse Fire Brigade'

A Proposal by William E. Simpson II: Presented in collaboration with Britt Ivy-Boice
6 pages total

4) The health, lives and property of Americans are now under grave threat from wildfires. Thousands of homes and structures have been gutted and hundreds of lives taken by wildfire annually. A National Institute of Health study 'Non-Accidental Health Impacts of Wildfire Smoke' said; "Wildfires take a heavy toll on human health worldwide" (<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4245643>). Thousands of Americans across the country who are and have been subjected to long-term wildfire smoke inhalation are falling ill, some requiring urgent medical care. "People are getting sick. That's the whole long and short of it," said Sarah Coefield, an air quality specialist at the Missoula City-County [Health Department](#) in western Montana. Wildfire smoke is especially dangerous to people with chronic heart and lung problems, said Julie Fox, an environmental epidemiologist with the Washington [State Department](#) of Health.

5) Populations of wildlife and habitat are being decimated by wildfires as millions of animals ranging from frogs to elk are vaporized in these wildfires annually. Watersheds and fisheries are also being devastated and ground water stores and surface waters are adversely affected as well.

6) According to the National Interagency Fire Center (<https://www.nifc.gov/fireInfo/nfn.htm>) American forests were being devastated at the average rate of 5.7-million acres per year, for the past ten years 2006-2016. In 2017 alone, we have already lost 8.5-million acres.

7) According to one 2009 fire-cost report by By Bob Zybach, Michael Dubrasich, Greg Brenner, John Marker (<http://www.iawfonline.org/FIRE%20COSTS%20REPORT.pdf>):

"US Forest Service and other local, State, Federal, and Tribal government wildfire suppression costs have also escalated dramatically, to nearly \$2 billion/year. Preliminary research indicates that USFS suppression costs may represent only 2-10% of the total "cost-plus-loss" damages to burned forests, however; recent public losses attributable to major forest wildfires may total \$20 billion to \$100 billion/year (or possibly more)."

8) According to a 2014 white paper titled; 'Twenty Years of Forest Service Land Management Litigation', by Amanda M.A. Miner, Robert W. Malmshemer, and Denise M. Keele (<http://forestpolicypub.com/wp-content/uploads/2014/03/Twenty-Years-of-Forest-Service-Land-Management-Litigation-JoF-Jan.-2014.pdf>)

"This study provides a comprehensive analysis of USDA Forest Service litigation from 1989 to 2008. Using a census and improved analyses, we document the final outcome of the 1,125 land management cases filed in federal court. The Forest Service won 53.8% of these cases, lost 23.3%, and settled 22.9%. It won 64.0% of the 669 cases decided by a judge based on cases' merits. The agency was more likely to lose and settle cases during the last 6 years; the number of cases initiated during this time varied greatly. The Pacific Northwest region along with the Ninth Circuit Court of Appeals had the most frequent occurrence of cases. Litigants generally challenged vegetative management (e.g., logging) projects, most often by alleging violations of the National Environmental Policy Act and the National Forest Management Act. The results document the continued influence of the legal system on national forest management and describe the complexity of this litigation."

9) There is abundant evidence to support the position that when any forest project posits vegetative management in forests as a pretense for a logging operation, salvage or otherwise, litigation is likely to ensue, and in addition to NEPA, the USFS uses the Property Clause to address any potential removal of 'forest products'. Nevertheless, the USFS currently spends more than 50% of its total budget on wildfire suppression alone; approximately \$1.8-billion annually, while there is scant spending for wildfire prevention.

10) The implementation of vegetative abatement of **exclusively grasses and brush** by large herbivores (native species wild horses) would be consistent with managing the ecosystem in and around selected forests in a manner consistent with a *naturally operating ecosystem*, where re-introduced of native

Natural Wildfire Abatement And Forest Protection Plan

'Wild Horse Fire Brigade'

A Proposal by William E. Simpson II: Presented in collaboration with Britt Ivy-Boice
6 pages total

wild horses could pick-up the grazing slack for the absent or depleted deer and elk. In post-burned forest areas, this methodology may be extremely effective in limiting re-burns. We have observed serious re-burns in many locales: I.E. Kalmopsis Wilderness 'Biscuit Fire 2002' – same area re-burned due to excessive grasses and brush in '2017 Chetco Bar Fire'. Six Rivers National forest burned in 2014, re-burned 2017... excess ground fuels.

Cattle are not well-suited for 'fire grazing' for several reasons, including but not limited to; (i) they are ruminants with multiple stomachs and tend to deplete native pastures since they digest most of the plant and grass seeds they consume, and therefore do not reseed the pastures they graze; and, (ii) their evolutionary hoof design that incorporates two claws has a serious impact on range land and riparian areas. Unlike cattle, wild horses that coevolved here in North America with cervids (deer-elk, etc.) as commensals, have a single stomach and are *incomplete digesters* and therefore pass most plant and grass seeds they eat intact (viable) back out onto the soils in the ecosystem where they graze, thus reseeding the pastures they graze. This combined with their soil-building humus-rich manure helps to restore fire damaged soils and quickly reestablish the native plants and grasses needed to control post-fire erosion. Cattle cannot accomplish this.

Another positive evolutionary feature of North American wild horses is that their hoof design is unique and is essentially circular and concave on the underside which traps moist soils under the horses hoof (Fig. 1), and this combined with a relatively large surface area distributes the weight of the horse evenly and with lower ground loading (pounds per square inch) than cattle, as we see in the following images.



Figure 1- Horse's round hoof design allows it to 'float' hydraulically on the soil surface

On the other hand, cattle have an evolutionary hoof design that includes two pointed claws that provided an adaptive advantage in Africa where they evolved (Fig. 2 – herein below). The hoof design of cattle which is comprised of two pointed claws and relatively low surface area on the underside of the cow hoof subjects soils to much greater force loading (pounds per square inch is higher) since the weight is applied to the ground via a much smaller surface area. This increased ground loading by cattle hooves significantly damages and disrupts soils thereby increasing the effects of erosion by rains in areas defoliated by fires and creates excessive turbidity in streams and rivers thereby adversely affecting the watershed. This evolutionarily evolved clawed hoof design arguably provided added traction in and around riparian areas where cattle prefer to homestead as they evolved in Africa.

Natural Wildfire Abatement And Forest Protection Plan

'Wild Horse Fire Brigade'

A Proposal by William E. Simpson II: Presented in collaboration with Britt Ivy-Boice
6 pages total



Figure 2 - Cow's hoof has two pointed claws and penetrates deeply into the same soil as photo above



Figure 3 - Cattle tracks in a native pasture; above pasture damage is the result of two cows and one calf

Natural Wildfire Abatement And Forest Protection Plan

AKA: *'Wild Horse Fire Brigade'* / William E. Simpson II / email: gemmaster7@aol.com

Natural Wildfire Abatement And Forest Protection Plan

'Wild Horse Fire Brigade'

A Proposal by William E. Simpson II: Presented in collaboration with Britt Ivy-Boice
6 pages total



Figure 4 - A family of wild horses grazed-in a fire-break in a forest

A Solution providing acceptable compromises for all sides: 'Wild Horse Fire Brigade' ('WHFB')

This plan posits the redistribution of approximately 50,000 wild horses held in BLM and USFS corrals in and around selected wilderness forest areas via proportionate allocations based upon established carrying capacity of the land, specifically areas where no conflicting livestock grazing issues exist or are anticipated as well as areas not suited to livestock grazing for various reasons including but not limited to issues related to terrain and management access, *predators* and sensitive ecosystems not suited to livestock management. This initiative addresses three exigent issues of significant importance to the DOI, USDA, BLM & USFS:

1. The current and future disposition of the free-roaming native American wild horses *that have been removed* from herd management areas (HMAs) and are currently being warehoused by BLM in corrals costing \$70-million/yr. must be addressed. Any effort to dispose of these treasured wild horses via slaughter or euthanasia would result in a political firestorm and extensive litigation by horse and burro advocates. Deploying the native species wild horses for fire abatement is optimal from both a political and economic standpoint, since each horse will abate 30-lbs. of grass and brush daily and due to their unique gastric systems, most seeds they consume are redeposited into the soil intact via their droppings, which rebuilds damaged soils. Fifty thousand wild horses allocated in and around selected forests would abate approximately 1.2-million pounds of ground fuels daily, which using any other abatement methodology would cost tens of millions of dollars annually. Horses don't drip fuel or make sparks as they continue to abate even dry grasses and brush during the heat of summer. (Video of wild horses consuming dry native grasses/brush: <https://drive.google.com/file/d/0B5zON7zDatuqX0RsNngyLUNwZlk/view>)
2. The current and ongoing serious population declines in deer and elk (and other *cervids*) across America, which is to some extent attributable to disease (chronic wasting disease: 'CWD') and excessive predation by disproportionately abnormally large populations of predators, *primarily* mountain lions and coyotes is naturally mitigated by this plan. The re-introduction of native species wild horses into carefully selected areas in and around forests addresses two aspects of the decline in cervids; a) Horses are immune to the deadly prion disease (Chronic Wasting Disease) that is vectored into deer and elk via grasses and brush; and, b) wild horses would absorb some of the predator pressure on deer and elk by apex predators (a natural evolutionary event in a balanced North American ecosystem), thus allowing some relief for declining deer and elk populations in the United States. This aspect of the plan is a big plus for the \$10-billion dollar/yr. U.S. hunting industry.
3. The redistribution of the corralled wild horses provides an exigent cost-effective pilot solution that embodies an all-natural alternative pre-fire management/prevention methodology that can be used alone or integrated with other mechanized pre-fire management methods in some areas to save American forests and watersheds, and would; (i) alleviate the costs of holding the horses; and (ii) sidestep the potential political firestorm if these horses were to be killed; and (iii) help limit 'fire-borrowing' in the USFS budget. There is zero doubt that these horses would reduce fuel-loading in and around forests at risk once

Natural Wildfire Abatement And Forest Protection Plan

'Wild Horse Fire Brigade'

A Proposal by William E. Simpson II: Presented in collaboration with Britt Ivy-Boice
6 pages total

deployed. They evolved as a North American species alongside deer, elk and other cervids doing that job.

4. **Authority** for the Secretary's (DOI and/or USDA) implementation of any *emergency measure(s)*, which may include using WHFB to protect forests, may already reside under existing law including but not limited to; 16 U.S. Code § 551 - Protection of national forests; and/or 16 U.S. Code § 594 - Protection of timber owned by United States from fire; and/or 43 CFR 46.205 - Actions categorically excluded from further NEPA review. **However this plan could be enacted via Executive Order.**

5. The Scharader-Simpson Wildfire Disaster Funding Act (a bill) currently cites allocating additional funding for mechanized pre-fire management to abate excess fuels in and around forests and for fire-attack.

Even though the WHFB initiative could mitigate wildfire to some extent as a 'stand-alone' program, it could also add an **environmentally-friendly** and **cost-effective dimension** to the Scharader-Simpson bill, or provide the basis for a new bill. Wild horses would abate fuel-loading in and around selected forests (including those recently burned which become at-risk for re-burn once grasses and brush reestablish (I.E. Six Rivers/Klamath Nat. Forest and Kalmiopsis Wilderness Forest) and would perform this service year-round. Wild horses can safely abate excess fuels (grass-brush) *even in fragile or difficult-terrain forest ecosystems* not suited to any mechanized methods. As we see in many European forests, including the royal forests in Sweden and Norway, horses are used in forest management because they don't have an adverse impact on the forest floor.

According to this article: <https://www.theguardian.com/environment/2009/apr/22/horse-power>

"The Forestry Commission, National Trust and many wildlife trusts have all used horse loggers in recent years. Nick Walmsley, a forestry adviser for the Forestry Commission, says people are choosing horse logging more and more, "not just because the carbon footprint is lower, but because horses are better in environmentally sensitive areas."

Mr. William E. Simpson II and his wife are well-known in wild horse advocacy circles as a result of their living among wild (feral) horses for the past 4-years in a privately-owned forested ecosystem (near the Soda Mountain Wilderness Area), which they protect. Mr. Simpson has a background in business, science and livestock, and has a working understanding of the behavior and habits of wild horses in the wilderness.

More information here: <https://www.horsetalk.co.nz/author/billsimpson>

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Reconsideration of retaining Interim Curry County Administrator John Hitt through 2018.**AGENDA DATE^a:** 3-21-18 **DEPARTMENT:** Commissioner's **TIME NEEDED:** 15 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Court Boice **PHONE/EXT:** 3229 **TODAY'S DATE:** March 14, 2018**BRIEF BACKGROUND OR NOTE^b:** Please See Attached ...^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)yes

(2)

Are there originals in route (paper copies with pre-existing signatures) **Yes** ☒ **No** ☐**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? **Yes** ☐ **No** ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? **Yes** ☐ **No** ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? **Yes** ☐ **No** ☐ **N/A** ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

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Address:

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Due date to send: / /

Email:

^{*}Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses **Yes** ☐ **No** ☒
Comment:
2. Confirmed Submitting Department's personnel-related materials **Yes** ☐ **No** ☐ **N/A** ☒
Comment:
3. If job description, Salary Committee reviewed: **Yes** ☐ **No** ☐ **N/A** ☒
4. If hire order requires an UA, is it approved? **Yes** ☐ **No** ☐ **Pending** ☐ **N/A** ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** (Select)**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☐
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley **Yes** ☐ **No** ☐Commissioner Sue Gold **Yes** ☐ **No** ☐Commissioner Court Boice **Yes** ☒ **No** ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



Court Boice, *Commissioner*

94235 Moore Street, Ste. 122

Gold Beach, OR 97444

Ph.: (541) 247.3229

March 14, 2018

**To: Commission Chair Sue Gold
 Commissioner Tom Huxley**

We are approaching what could be the most pivotal budget in Curry County's recent history. I submit that now is not the time to focus our energy, time and resources in replacing our very capable current County Administrator John Hitt.

County Administrator Hitt has been with Curry County since September 2017 and during that time has worked extensively to educate himself on the current obstacles and opportunities facing Curry County. In addition he has multiple years of experience and knowledge working with administrative and budget laws and regulations within the state of Oregon that the two candidates under consideration lack.

There were many that opposed the decision to hire a County Administrator, including myself. Since the decision I have learned;

- Mr. Hitt has gained the respect and trust of the Elected Officials and Department Heads of the County.**
- Mr. Hitt has earned an excellent reputation as an Administrator in Oregon. Especially in our region.**
- Mr. Hitt is an excellent communicator and has proven the value of the administrative position in Curry County.**
- Mr. Hitt has already made many contacts and gained the respect of many of our community leaders.**

Mr. Hitt has been diligently working to establish policy and procedures, preparing himself, this board and other county management for the upcoming budget decisions. It is already nearing the end of March and there is no time to for a replacement administrator to be prepared for budget deliberations in April and May. To replace Mr. Hitt at this time with a less prepared candidate would be a disservice to the citizens of Curry County and could potentially put county services at risk. Replacing our current administrator with a less prepared individual during such a critical time may also jeopardize the trust and respect that has been gained in this position by our Elected Officials, Department Heads and our citizens.

Knowing it is our intention to be as prepared as possible for the 2018-19 budget deliberations I propose that we postpone the hiring of a replacement for Mr. Hitt until July 1st or later. Mr. Hitt is the most prepared person to lead this county through budget preparations for the 2018-2019 fiscal year and the conclusion of our current fiscal year.

Curry Commissioner, Court Boice

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: Determine Date for Joint BOC Meeting****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 03/21/18 DEPARTMENT: BOC TIME NEEDED: 10 Mins.^a(Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒**CONTACT PERSON:** John Hitt **PHONE/EXT:** 3287 **TODAY'S DATE:** 03/15/18**BRIEF BACKGROUND OR NOTE:** The Oregon State Secretary of State is trying to schedule a telephone conference joint meeting of the county commissioners who comprise the Senate District represented by Jeff Kruse. The purpose is to nominate a new State Senator to fill Mr. Kruse's unexpired term**FILES ATTACHED:**

(1) None

(2)

(3)

QUESTIONS:1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒

(If Yes, brief detail)

2. Does this agenda item impact any other County department? Yes ☐ No ☒

(If Yes, brief detail)

3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒

(If Yes, brief detail) Road staff efforts to complete grant application and replace associated storm culverts

INSTRUCTIONS ONCE SIGNED:☒ No Additional Activity Required

OR

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Name:

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Address:

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City/State/Zip:

☐ Other

Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒

Comment:

2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒

Comment:

3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒4. If hire order requires a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐**PART IV – COUNTY ADMINISTRATOR REVIEW**☒ **APPROVED FOR 03/21/18 _BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact?Yes ☐ No ☒

(If Yes, brief detail)

ASSIGNED TO: DISCUSSION ONLY**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**Commissioner Sue Gold Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Request County Commission Endorsement Mass Event Permit, July 2021...**AGENDA DATE^a:** 3-21-18 **DEPARTMENT:** Commissioner's **TIME NEEDED:** 5 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Court Boice **PHONE/EXT:** 3229 **TODAY'S DATE:** March, 14, 2018**BRIEF BACKGROUND OR NOTE^b:** Please See Attached ...^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)yes

(2)

Are there originals in route (paper copies with pre-existing signatures) **Yes** ☒ **No** ☐**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? **Yes** ☐ **No** ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? **Yes** ☐ **No** ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? **Yes** ☐ **No** ☐ **N/A** ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

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Name:

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Due date to send: / /

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^{*}Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses **Yes** ☐ **No** ☒
Comment:
2. Confirmed Submitting Department's personnel-related materials **Yes** ☐ **No** ☐ **N/A** ☒
Comment:
3. If job description, Salary Committee reviewed: **Yes** ☐ **No** ☐ **N/A** ☒
4. If hire order requires an UA, is it approved? **Yes** ☐ **No** ☐ **Pending** ☐ **N/A** ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** (Select)**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☐
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley **Yes** ☐ **No** ☐Commissioner Sue Gold **Yes** ☐ **No** ☐Commissioner Court Boice **Yes** ☒ **No** ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

REQUEST COUNTY COMMISSION ENDORSMENT MASS EVENT PERMIT JULY, 2021

Scott M Faas, 143rd Productions dba WILD RIVERS COAST ENTERTAINMENT GROUP, in "THEORY", in do diligence, is requesting the Curry County Board of Commissioners for they're endorsement, by Letter, made To Whom It May Concern; Scott M Faas, 143rd Productions dba WILD RIVERS ENTEERTAINMENT GROUP, has satisfied the requirement of the Board to write and endorse such letter.

I Scott M Faas am personally requesting such letter for the sole purpose of satisfying the requirements of the ASSOCIATION GROUP, I am planning to present and propose the Rally Site, I have built the Infrastructure that meets and succeeds the requirements of such site. The Rally that I Scott m Faas am proposing to Curry County and the Commissioners, will meet the requirements the Association needs to be able to handle the minimum number of attendee's, and able to provide all requirements for as well as a large to mass gathering permit (Min. 6000, to a projected maximum: 13,500).

In theory, the rally date is July 2021. As I have provided the

"2021 WESTERN RALLY of the WILD RIVERS COAST"

The "2021 Western Rally of the WILD RIVERS COAST", And it's Organizer(s), will work along and with but not limited to, The County Commissioners, The County Health Dept., County Sheriff, County Road Dept., ODOT, State Police, City Council(s), City Police Chief(s), City Fire Chief(s), City Dept's any and all related to the Productions of the Rally.

The Event will take place at multiple venues throughout the County as well as neighboring counties, and California. The event will facilitate Private, Public, County, State, and possibly Federal Properties. There will be many attendees' staying in the vicinities of our communities, throughout the many hotels, motel, RV Parks, Campgrounds, B&B's, etc. We will all benefit, the entire county and its communities. As the much prior communality the Association has chosen for past Rally's. This Association of People speaks for itself and has a record of respect and appreciation. This event will be the largest benefit to come to our county since then Cape Blanco music Festival has moved they're venue site.

Scott M Faas, 143rd Productions dba WILD RIVERS ENTERTAINMENT GROUP, agrees to only show said such document of "Endorsement", and or present such Letter, to the Association; Rally Site Coordinators, and furthermore, Presented to the Board of Directors, meeting Feb. 10, 2018, Fort Worth, Texas.

WILD RIVERS ENTERTAINMENT GROUP WILL PROVIDE THROUGHOUT PERMIT PROCESS AND DEVELOPING THE FINAL INFRASTRUCTURE OF THE RALLY, TOO BE PRESENTED TO Association's Board of Directors and; May we be selected as the 2021 Rally site, and the ensuing economic development it will bring as well as help build the relationship, I Scott M Faas, 143rd Productions and WILD RIVERS ENTERTAINMENT GROUP, wants to build with the Commissioners as well as all the agencies and entities listed but not limited to. I plan to work with any and all that have interest in helping develop such a great event.

Scott M Faas
143rd Productions
dba
WILD RIVERS ENTERTAINMENT GROUP
29795 Ellensburg Ave
Gold Beach, Ore. 97444
(541) 425-5700
Greetings143@outlook.com



GOLD BEACH VOLUNTEER FIRE DEPT.
29592 ELLENSBURG AVE.
GOLD BEACH, OREGON 97444
(541) 247-6204

22 FEBRUARY 2018

RE: WILD RIVERS ENTERTAINMENT Group

The Gold Beach Volunteer Fire Dept. is pleased to provide a statement of support to Mr. Scott M. Faas, 143rd Productions and the WILD RIVERS ENTERTAINMENT Group for the upcoming events, including but not limited to, multiple venue's located in Gold Beach as well as locations throughout Curry County.

Mr. Faas has been in close communications with me, addressing all aspects of emergency service requirements, including but not limited to fire, medical, and life safety issues. Mr. Faas has proven his commitment to the emergency services aspect of this and all events to me. The Dept. will coordinate the fire and rescue services at the 1st Annual "Rock'N the Rogue" 2018, date to be announced, as well as the events in following months and years, in building infrastructure, to be able too host the BMW MOA "2021 Western States Rally", if we are selected as the site for such event and or events.

WILD RIVERS ENTERTAINMENT Group, 143rd Productions and Scott M. Faas have provided the documentation (On File) to show the experience and qualifications, references, regarding any and all aspects of productions of events, including but not limited to indoor, outdoor venues, Public Properties, County Fairgrounds, State and federal Properties in prior 18 years of entertainment productions.

The Gold Beach Volunteer Fire dept. is in full support of the event and is committed to insuring a safe and positive activity in our community during the upcoming events.

If you have any questions or concerns, feel free to contact me at your earliest convenience at the Fire Dept. Thank you for your cooperation, participation and time helping bring an economic development to our community.

Tyson Krieger. Fire Chief

Gold Beach Volunteer Fire Dept.

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Completing the 2013 CC BOC Adoption -- Curry County Code "Coordination with Federal Agencies"**AGENDA DATE^a:** 3-21-18 **DEPARTMENT:** Commissioner's **TIME NEEDED:** 15 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Court Boice **PHONE/EXT:** 3229 **TODAY'S DATE:** March 14, 2018**BRIEF BACKGROUND OR NOTE^b:** This ordinance, known as 13-03 amends the Curry County Code. Our Board wishes to update and coordinate with Federal Resource Agencies action that affects the County and its residents. Then signed by Commissioners David Brock Smith, Susan Brown and David Itzen on 8-7-13. Also, Please See Attached ...^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Ordinance

(1)yes

(2)

Are there originals in route (paper copies with pre-existing signatures) **Yes** ☒ **No** ☐**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? **Yes** ☐ **No** ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? **Yes** ☐ **No** ☒
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? **Yes** ☐ **No** ☐ **N/A** ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

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Name:

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Address:

☐ Email a Digital Copy to:

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Phone:

Due date to send: / /

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Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses **Yes** ☐ **No** ☒
Comment:
2. Confirmed Submitting Department's personnel-related materials **Yes** ☐ **No** ☐ **N/A** ☒
Comment:
3. If job description, Salary Committee reviewed: **Yes** ☐ **No** ☐ **N/A** ☒
4. If hire order requires an UA, is it approved? **Yes** ☐ **No** ☐ **Pending** ☐ **N/A** ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** (Select)**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☐
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley **Yes** ☐ **No** ☐
Commissioner Sue Gold **Yes** ☐ **No** ☐

Commissioner Court Boice

Yes ☒ No ☐

Not applicable to Sheriff's Department since they do not have a liaison ☐

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Amendment)
to the Curry County Code Adding)
a New Article One Division)
Fourteen Relating to a Federal)
Coordination Policy)

ORDINANCE NO. 13-03

SECTION 1 TITLE

This ordinance shall be known as Ordinance 13-03, an ordinance amending the Curry County Code.

SECTION 2 FINDINGS

The Board of Commissioners for Curry County wishes to coordinate with federal resource agencies regarding agency action that affects the County and its residents.

SECTION 3 ADOPTION

Exhibit "A" attached hereto and incorporated by reference, is adopted as an amendment to the Curry County Code, to wit, as a new Article One Division Fourteen.

SECTION 4 SEVERANCE CLAUSE

If any section, provision, clause or paragraph of this Ordinance shall be adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this Ordinance. It is expressly declared that every other section, subsection, provision, clause or paragraph of this Ordinance enacted, irrespective of the enactment or validity of the portion thereof declared to be unconstitutional or invalid, is valid.

DATED this 7 day of August, 2013.

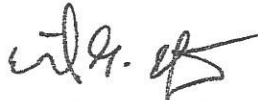
BOARD OF CURRY COUNTY COMMISSIONERS



David Brock Smith, Chair

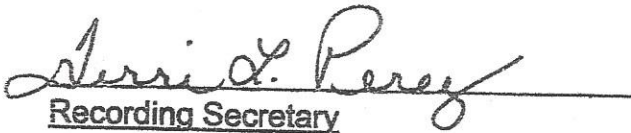


Susan Brown, Vice Chair

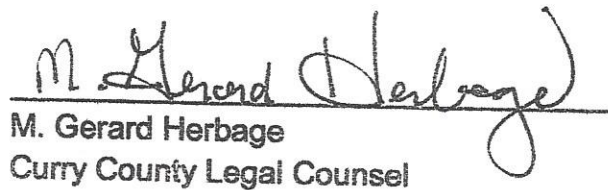


David G. Itzen, Commissioner

Attest:


Recording Secretary

Approved as to Form:


M. Gerard Herbage
Curry County Legal Counsel

First Reading: May 1, 2013

Second Reading: May 15, 2013

Third – Sixth Readings: June 5, 2013, June 19, 2013, July 10, 2013, August 7, 2013

Emergency Adoption: No

Effective Date: November 5, 2013

EXHIBIT "A"

ARTICLE ONE

DIVISION FOURTEEN FEDERAL COORDINATION POLICY

SECTION 1.14.010 BACKGROUND.

(1) **Federal Coordination Laws.** Federal law requires several federal agencies to coordinate with affected local governments regarding their respective planning and permitting activities and other federal actions. Most coordination laws address land and resource management planning on federal lands. Federal agencies are also required to seek comments from affected local governments regarding designating critical habitat for endangered species, licensing energy projects, and evaluating the environmental impacts of major federal actions.

Most federal coordination laws specify only that an agency must coordinate with local governments without providing further guidance. However, some of the federal land management statutes impose more detailed coordination requirements. For example, the Federal Land Policy Management Act (FLPMA) and the regulations promulgated thereunder describe federal coordination in more detail. The FLPMA and the regulations promulgated thereunder impose more detailed coordination requirements on the Bureau of Land Management (BLM), including:

- (a) Keeping apprised of local land use plans;
- (b) Considering local land use plans in developing federal land use plans;
- (c) Resolving any inconsistencies between local and federal land use plans to the extent practical and;
- (d) Providing for meaningful local government involvement in the development and revision of land use plans, land use regulations, and land use decisions regarding public lands.

In addition to the FLPMA, the regulations promulgated under the National Forest Management Act (NFMA) require the Forest Service to "provide early and frequent opportunities for...local governments to participate in the planning process."

To commence federal coordination, Curry County hereby exercises its right to coordinate regarding federal actions affecting its jurisdiction and its right to be notified of

such actions. When a federal agency contemplates such an action, the agency must notify Curry County of such action so Curry County can monitor, analyze and comment on the process and the local effects of the action. The federal agency should also seek consistency between the proposed action and the Curry County laws and plans.

(2) Federal Coordination Policy Function. The function of this Federal Coordination Policy is to provide a sound policy basis to negotiate formal coordination procedure agreements with individual federal agencies and communicate the Board of Commissioners' policy positions on federal policy and actions that affect Curry County.

(a) Relationship to Other County Departments and Policies. This Federal Coordination Policy is not a land use decision or comprehensive plan as these terms are defined in Oregon Revised Statutes (ORS) Chapter 197. The Federal Coordination Policy is only applicable where federal land ownership, federal projects, and/or federal permitting requirements assign land use decision-making to the federal government. In this way, the Federal Coordination Policy is a limited scope document that functions only to guide federal policies and activities.

(b) Federal Coordination Policy Organization. This Federal Coordination Policy is divided into three sections: overarching policies, federal land management and federal projects. The first section addresses Curry County's general policies relating to the process for coordination between Curry County and the federal agencies and the development of and modifications to federal policy. This section provides a set of overarching policies that are intended to apply to all other policies and to which all other policies are subservient. The second section addresses federal land management policies. This section provides policies relating to the executive administration of federal land management laws, rules and policies. The third section addresses federal projects. Projects are very different from policies, plans, laws, and rules, because they involve physical actions. This section provides policies relating to both the process for coordinating on projects generally and the methods for coordination actions on specific projects.

(3) Amendments and Updates to the Federal Coordination Policy. The Federal Coordination Policy contemplates that updates will be required from time to time to respond to changes in federal laws, rules and coordination procedures and with Curry County's economic, social and political priorities. Minor updates may be scheduled on an annual or bi-annual basis. The Federal Coordination Policy contemplates that major policy reviews will occur every 5-7 years. The Federal Coordination Policy contemplates that Curry County Coordination comments on specific projects or management policy proposals will be ongoing and these constitute implementation of the Federal Coordination Policy.

SECTION 1.14.020 OVERARCHING POLICIES

Subsequent sections of this Federal Coordination Policy are subservient to the overarching policies and implementation strategies contained in this section. The policies in the subsequent sections should be interpreted consistent with this section.

(1) Purpose of the Federal Coordination Policy.

- (a) Curry County asserts its maximum rights to coordination, as provided by law, with all federal agencies conducting activities in or affecting Curry County.
- (b) The policies contained in the Federal Coordination Policy are enacted with the express intent of developing meaningful and productive relationships with the federal agencies that coordinate with Curry County.

(2) Coordination Agreement.

- (a) Curry County will transmit a formal request to initiate immediate and ongoing coordination with federal agencies that the Curry County Board of Commissioners find conduct activities in or that may affect Curry County. These agencies include, but are not limited to, the following: USDA Forest Service; Bureau of Land Management (BLM); Bureau of Reclamation (Reclamation); US Fish and Wildlife Service (FWS); NOAA's National Marine Fisheries Service (NOAA Fisheries); Army Corps of Engineers; Federal Regulatory Energy Commission (FERC); and Natural Resource Conservation Service.
- (b) In its transmittal requesting coordination, Curry County may consider making a request to a respective recipient agency to develop a formal coordination agreement with Curry County. The agreement may include, but is not limited to, the following: mechanisms for agreement amendments; policy development notification procedure; policy development review and comment; policy development conferences; project notification; project review and comment; and project coordination conferences.

(3) Federal Policy Changes. Curry County recognizes and respects that the federal government has many policy priorities that change over time and that these changes affect federal land management. Political, cultural, economic, environmental, and national security dynamics are in constant states of change and these changes sometimes translate into land management changes. This section describes Curry County's general policies regarding changes to federal land management. This section applies only to changes in federal ownership interests and does not extend to leasehold interests or mining claims.

- (a) Curry County supports changes to coordination laws, rules and administrative procedures that will strengthen requirements for coordination and consistency between federal and local plans and policy.
- (b) Curry County opposes major land management policy actions enacted by the executive branch of the federal government outside of the ordinary land management planning and policy development process and deem such actions to subvert the coordination requirements otherwise required.
- (c) Coordinating federal agencies are expected to notify Curry County of any proposed changes to any administrative rule or guidance regarding coordination procedures within 42 days of project initiation and that provides for not less than 60 days for response and comment from Curry County on the proposed changes. The agency and Curry County may consider amending their coordination agreement, if such agreement exists, accordingly to reflect any resulting changes.
- (d) Coordinating federal agencies are expected to notify Curry County of any land management policy changes contemplated by the agency at the earliest practicable point in the policy development process and not later than 60 days from project initiation, consistent with any coordination procedure agreement between Curry County and the respective coordinating federal agency. Curry County will exercise its rights to coordinate and participate in policy development relating to any policy changes that are material to the interests of Curry County.

(4) Federal Land Ownership Changes. There are many federal interests associated with federal land holdings in Curry County. Curry County recognizes that changes to the federal government's land holdings may occur from time to time. Curry County, similarly, has a wide array of interests that are affected by changes in federal land holdings in Curry County. This section describes Curry County's overarching policies regarding changes to the federal government's land holdings in Curry County.

- (a) Curry County finds that changes to federal land holdings may function to support economic development opportunities in areas such as renewable energy production, transportation, and tourism. Curry County supports federal land holding changes to capitalize on economic development opportunities that are otherwise appropriate.
- (b) Curry County finds that federal land holding changes may function to preserve or enhance historic and cultural assets. Curry County supports land holding changes that advance these interests and are otherwise appropriate.
- (c) Curry County finds that federal land holding changes may function to improve the environment and make land management more effective.

Curry County supports land holding changes that make management more efficient and better balance environmental asset preservation with land use and utility and are otherwise appropriate. Land exchanges or donations should not result in a net loss of general fund revenue to Curry County as a result of property taxes that would have otherwise accrued.

- (d) Curry County finds that federal land holding changes may function to support developed recreation and Curry County's tourist economy. Curry County supports land holding changes that support developed recreation investments and are otherwise appropriate for the area.
- (e) Curry County finds that national security is the most important national interest. Curry County supports changes in federal land holdings that serve national security interests and are otherwise appropriate.

SECTION 1.14.030 FEDERAL LAND MANAGEMENT POLICY

This section describes Curry County's policies regarding the federal government's management of lands it owns or controls. Subsequent sections address policies for federal projects. Although the policies include references to target agencies as examples, the policies are not exclusive to those agencies and apply to any other agencies under similar circumstances.

(1) Forestland and Rangeland Management Policies. This section describes Curry County's policies regarding federal land management plans that affect forestland and rangeland in Curry County.

- (a) Curry County supports forest planning that will result in sustainable timber yields from lands in Curry County. Calculations of sustainable yields should be based upon the best science and forest management practices available and should adequately account for lands that have environmental restrictions or other similar constraints.
- (b) Curry County supports forest management plans, such as the Curry County Healthy Forest Collaborative, that provide for effective and efficient timber harvests and achieve planned timber yields. Forest management plans should encourage timber harvest proposals that are likely to withstand legal challenges.
- (c) Curry County supports forest management plans that contain policies and implementation that will achieve timber sales and begin harvests within 12 months of wildfire events. This policy applies to any area where the forest management plan otherwise supports timber harvests as an appropriate land utilization.

- (d) Curry County supports forest planning that will improve forest health and decrease the risk of wildfires, especially in the urban-wildland interface areas of Curry County. Curry County recognizes and supports forest plans that include components for stewardship, small diameter logging and similar active management practices as well as road access for firefighting.
- (e) Curry County supports continued maintenance and operation of most, if not all, of the existing Forest Service and BLM roads. Curry County recognizes that some roads and roadway networks may become obsolete or cost prohibitive and that management must prioritize the needs of its system. To provide funds for continued operation and maintenance of existing roads, Curry County encourages forest planning that can be expected to generate sufficient revenue to support the existing Forest Service and BLM road network in Curry County.
- (f) Curry County supports rangeland management planning that does not decrease the level of federal grazing allotments (and/or grazing leases) that existed on January 1, 2011, to local area ranchers. Curry County supports the creation of offsetting allotments of comparable or superior quality to assure no net-loss of grazing allotments for any proposed management policy change that would reduce the total gross acreage of grazing allotments in Curry County.
- (g) Curry County supports rangeland management planning that would return the level of federal grazing allotments (and/or grazing leases) to those that existed on January 1, 2000, to local area ranchers. Curry County supports the creation of offsetting allotments of comparable or superior quality to assure no net-loss of grazing allotments for any proposed management policy change that would reduce the total gross acreage of grazing allotments in Curry County.
- (h) When an agency that is required to coordinate with Curry County initiates any evaluation of a proposal for land preservation within Curry County, Curry County seeks the highest level of coordination practicable and requests all information generated by or provided to the agency on the proposal be provided as early as practicable. Preservation actions include, but are not necessarily limited to the following:
 - i. Study areas to be forwarded to Congress for consideration as Wilderness.
 - ii. Areas being considered for National Park designation.
 - iii. Areas being considered for executive land management and policy actions outside the ordinary land management planning and policy

development process such as monument designation or secretarial wildlands designations.

(2) O&C Land Act Specific Policies. In addition to the general policies regarding all federal land management policy choices, Curry County has specific interest in regard to the O&C Lands. Implementation of the O&C Lands Act has significant implications for the general fund and Curry County's financial health. For this reason, Curry County adopts the following policies specific to the management of O&C Lands.

- (a) Curry County recognizes that federal agencies manage O&C Lands subject to the Federal Land Management Policy Act (FLMPA) for lands managed by BLM and the National Forest Management Act (NFMA) for lands managed by the Forest Service. Curry County also recognizes that FLMPA and NFMA require federal agencies to coordinate with local governments affected by amendments to federal land management plans. Accordingly, Curry County asserts its right to coordinate with federal agencies regarding any change in management policies relating to O&C Lands, including but not exclusive of any change in the annual sustained timber yield capacity for O&C Lands.
- (b) Curry County recognizes that the primary purpose of the O&C Lands under the O&C Lands Act is timber production. Curry County supports the minimization of projects for purposes other than the management of a sustained yield of timber on O&C Lands. When considering a use for O&C Lands other than timber production, federal agencies should evaluate non-O&C Lands as alternatives and utilize non-O&C Lands whenever the management objective can otherwise be advanced without the utilization of O&C lands. Because the O&C Lands Act includes lands managed by multiple agencies, this alternative analysis should include inter-agency coordination and alternative sites for land managed by any agency that manages land under the O&C Lands Act.
- (c) Curry County recognizes that the federal agencies establish an annual sustained yield capacity for O&C Lands under the O&C Lands Act. Curry County also recognizes that actual timber sales may be significantly reduced from the sustained yield adopted in the management plan as a result of the individual environmental review processes necessary for each harvest project. Curry County supports the maximization of timber sales within the annual sustained yield capacity. To account for the reduction from planning to actual timber harvest, Curry County supports harvest planning and environmental review processes that will be sufficient to meet the annual sustained yield capacity; the planning and environmental review process may need to include significantly greater acreages with more aggregate timber production potential than the planned sustained yield in any given year to assure that actual timber harvests in any given

year can properly account for delay or reduction which often occurs during the environmental review process.

(3) Mining Policies. Existing and potential sources of minerals and aggregates are affected by federal policies. Mining can provide significant economic development and employment opportunities. The Forest Service, BLM, and other agencies have resources and policy jurisdictions related to mining activities. However, like energy production and transmission, mining activities can have significant negative externalities such as pollution, aesthetic impacts, and environmental changes. This section describes Curry County's policies regarding mining on federal land.

- (a) Curry County supports the rights of existing mining claims and the acquisition of new rights to newly discovered resources or where technologically advances provide increased access to existing resources.
- (b) Curry County supports the minimization of negative externalities to a practical extent. Curry County supports requirements for appropriate reclamation of any mining site at the conclusion of mining activity.
- (c) Curry County supports the reclamation of abandoned mines and the prioritization for reclamation of abandoned mines that pose a significant health or environmental hazard.

(4) Recreation Policies. Recreation on federal lands is important to Curry County. The Forest Service, BLM, BOR, the Army Corps of Engineers, and other agencies have resources and policy jurisdictions that affect recreation in Curry County. Recreation on federal land in Curry County provides economic development through tourism. Recreation on federal land also serves long-term economic development in Curry County because recreation opportunities support migration and associated investment decisions. Recreation opportunities on federal land range from low impact, low intensities and nominal investments, to high impacts, intensive, and high levels of investment. This section describes Curry Counties' policies regarding recreation opportunities and associated land uses on federal lands.

- (a) Developed Recreation/Enrichment. Developed recreation includes uses where significant physical improvements and investments are made on federal land to support the recreation uses. Developed recreation opportunities on federal land may include, but are not necessarily limited to, the following: nordic and/or alpine ski areas; trails; privately held long-term leased and short-term leased forest cabins; reservoirs; campgrounds and picnic areas; marinas; educational facilities and research stations (e.g., telescopic observatories and interpretive centers).

- i. Curry County recognizes that some areas are appropriate for developed recreation and that other areas are not. Curry County

supports federal land planning for developed recreation in appropriate locations. To evaluate suitable locations for developed recreation, federal agencies should review Curry County's Destination Resort Map and align federal plans with local land use plans that support large-scale developed recreation investments.

- ii. Curry County generally supports planning and designation for developed recreation in locations where developed recreation improvements already exist. Curry County prioritizes these areas for reinvestment and expansion to meet existing and future needs.
- iii. Curry County supports opportunities for additional developed recreation in Curry County. Curry County-wide level of developed recreation should not be decreased. Any decreases in the level of a major developed recreation amenity in Curry County should be offset by a corresponding replacement or increase of a similar type of developed recreation opportunity elsewhere in Curry County.

(b) Low-Impact Recreation Uses. Low-impact recreation uses generally involve relatively small scale physical improvements and low-levels of investments on federal land to support the recreation uses. Low-impact recreation opportunities on federal land may include, but are not necessarily limited to, the following: horseback riding; hiking; hunting; fishing; unregistered boating (boats not requiring registration under Oregon law); and bird-watching.

- i. Curry County supports most all low-impact recreation uses.
- ii. Curry County supports the preservation and maintenance of existing physical improvements that support low impact recreation uses, such roads to trailheads, boat ramps and similar infrastructure.

(c) High-Impact Recreation Uses. High-impact recreation uses may or may not require significant physical improvements and investments on federal land to support the recreation uses and may affect the natural environment to varying degrees. Impacts on the natural environment may include erosion, noise, permissible levels of pollution discharge, and similar impacts. Intensive recreation opportunities on federal land may include, but are not necessarily limited to, the following: registered boating (boats requiring registration under Oregon law); off-highway vehicles; snow-machines; and motorized commercial recreation, such as snow-cat tours, snow-cat skiing, and jet-boat tours.

- i. Curry County recognizes that some areas are appropriate for high-impact recreation activities while other areas are not. Curry County

supports federal land planning for high-impact recreation in appropriate locations.

- ii. Curry County prioritizes locations with existing intensive recreation uses for reinvestment and expansion to meet existing and future needs.

(5) National Security. Agencies such as the Department of Defense and the Department of Homeland Security use lands to meet the security needs of the United States of America. Local concerns or issues are usually secondary to investment and strategic decisions about federal lands for national security.

- (a) Curry County recognizes that priorities and investments in our national defense will change over time and that national security investment and strategic decisions must take precedent over local concerns or issues. Where local issues and concerns can reasonably be addressed without compromise to national security interests, then Curry County supports the minimization of local conflicts and potential adverse impacts.

SECTION 1.14.040 AIR AND WATER RESOURCES

In addition to other requirements and obligations imposed by federal and state law, this section describes Curry County's policy regarding land use management planning and Federal projects affecting air and water resource issues.

- (1) When Curry County coordinates on projects that implicate air and water resources, Curry County will rely on approved implementation plans, permit requirements, and adopted processes to determine whether water and air resource issues are adequately addressed by the project.

SECTION 1.14.050 ENDANGERED SPECIES

(1) Species Listing. Species listing can occur either by agency initiated action or by private petition. The applicable agency (FWS or NOAA Fisheries) reviews the data to make one of three determinations for the species: not warranted, warranted but precluded, and warranted. This section describes Curry Counties' policies regarding the listing of species occurring in Curry County under the Endangered Species Act (ESA).

- (a) The agency will notify the County of any petitions submitted for species and the lists of candidate species occurring in Curry County. If Curry County determines a petition for listing or candidate species is vital to Curry County's interests, then Curry County may, if feasible, collaborate with others and/or take a leadership role in the listing evaluation process. Leadership activities may include but are not limited to the following:

- i. Review of scientific data and development of data supplements if determined appropriate.
- ii. Determine if it is appropriate for Curry County to be the permit holder for a Programmatic Candidate Conservation Agreement with Assurances (PCCAA) as a pre-emptive measure to accomplish ESA objectives through habitat preservation and other negotiated species support actions.

(2) Critical Habitat Designation. When commenting on proposed critical habitat designations, Curry County may take into account potential benefits by considering qualified scientific professionals, economists and/or environmental law experts in the development of Curry County's comments on the proposed designation.

(3) Habitat Conservation Plans. Habitat Conservation Plans (HCP) are planning documents required as part of an application for an incidental take permit. Certain HCP may be beneficial depending on the species and the types of actions and specific locations affected by the specific species listing. Curry County may consider proposals to collaborate on and/or be the lead agency for the development of HCP for listed species known to exist or with habitat in Curry County. At a minimum, any such proposal brought to Curry County by a third party must include the following:

- (a) Timeline to complete the HCP.
- (b) Contact information and any preliminary communications with the applicable FWS or NMFS field or regional office agent who is expected to be assigned staff support for the project.
- (c) Estimated costs to file the HCP and the proposed responsible party(s) for the project costs. Costs should be itemized according to major categories like – GIS Habitat Mapping, Field Data Collection, Plan Preparation, Other Agency Permits, Draft NEPA Documentation, etc.

For the HCP related to a specific project, Curry County will apply applicable policies herein,, but may provide additional comment through the NEPA review that relate specifically to the HCP aspect of the project.

(4) Safe Harbor Agreements. A Safe Harbor Agreement (SHA) is an agreement between the agency and a private landowner, providing that where a baseline habitat condition is established, actions that may enhance the habitat conditions and increase species prevalence on the property will not result in additional use restrictions beyond those that would have been applicable under the baseline condition. A Programmatic SHA provides a process to establish a baseline and details a list of actions that could be taken to support the species and then prescribes the "programmatic" or "blanket safe harbors" that will apply for any property owner who elects to participate.

- (a) Curry County's policy is that Programmatic SHAs may be beneficial depending on the species and the types of actions and specific locations affected by the specific species listing. Curry County may consider proposals to collaborate on and/or be the lead agency for the development of a Programmatic SHA for listed species known to exist or with habitat in Curry County. At a minimum, any such proposal brought to Curry County by a third party must include the following:
- i. Timeline to complete the Programmatic SHA.
 - ii. Contact information and any preliminary communications with the applicable FWS or NMFS field or regional office agent who is expected to be assigned staff support for the project.
 - iii. Estimated costs to develop the Programmatic SHA and the proposed responsible party(s) for the project costs. Costs should be itemized according to major categories like – GIS Habitat Mapping, Field Data Collection, Agreement Preparation, etc.

SECTION 1.14.060 FEDERAL PROJECT REVIEW

Certain projects that are federally funded, located on federal land, or require federal permitting are considered "major federal actions" and require the agency to perform an environmental review under the National Environmental Policy Act (NEPA). Projects subject to this section include both federal, state or local government project and private projects subject to federal requirements.

(1) Federal Projects. This section describes Curry County's general policies regarding federal actions subject to environmental review under NEPA.

- (a) If the project is of material interest to Curry County (as determined by Curry County leadership), then Curry County may request a role in the NEPA project scoping that may include, but not necessarily be limited to the following:
- i. Curry County and the relevant agency(s) will follow any procedures contained in a mutually adopted coordination agreement.
 - ii. Curry County will make reasonable efforts to provide constructive input to the agency(s) on the project purpose and need.
 - iii. Curry County will make reasonable efforts to provide constructive input to the agency(s) on the initial alternatives to be analyzed.

- iv. Curry County will make reasonable efforts to identify data needs and technical analysis the County believes are essential to the NEPA process during the scoping and project development stage. Examples of data needs and technical analysis that is of interest to Curry County may include, but is not limited to, issues such as: proliferation of invasive species; impacts to water quality or quantity; risk of wildfire; impacts to air quality; habitat mapping; and carbon emissions.
 - (b) Curry County supports maximizing net benefits to Curry County and minimizing adverse environmental impacts of the project.
 - (c) Curry County supports project alternatives that demonstrate the optimum economically achievable balance between national benefits, local benefits, and minimized adverse environmental impacts.
- (2) Selected Project Types. The policies in this section are directed at typical or common project types often located on Federal land. These project types should not be construed to represent the universe of potential project types or impair or limit the need for specific positions on the types of projects addressed in this section.
- (a) Waterworks.
 - i. Curry County supports waterworks facilities that expand access to low-cost domestic and/or agricultural water, create new tax revenue sources, provide employment, encourage technological development, improved public safety, provide aqueduct lease payments, and increase flood control.
 - (b) Recreation Development.
 - i. Curry County supports recreation facilities that expand recreation opportunities for local residents, create economic development opportunities, and enhance alternative recreation uses that currently exist or which would be suitable for the area.
 - (c) Transportation.
 - i. For transportation projects subject to transportation system planning under Oregon's land use laws, Curry County support will limit comments to the evaluation of NEPA alternatives for the planned projects.
 - ii. For projects that are not subject to transportation system planning under Oregon's land use laws, Curry County will evaluate projects based on the benefit to Curry County. These benefits may include

expanded access to federal lands, reduced travel times, and improved integration with the existing transportation system. For proposed closures or relocations, Curry County will consider how access will be retained, why the action is necessary to implement the management plan for the area, and what changes may occur on the existing transportation system in the affected area.

(d) Historic and/or Cultural Preservation.

- i. Curry County supports cultural and historic preservation projects that do not prevent implementation of other types of needed projects in the area. Where cultural and historic preservation prevents the implementation of other projects, Curry County will carefully consider the competing interests and related benefits to Curry County.

(e) Public Safety, Security and/or Property Protection.

- i. Curry County recognizes that public safety is of paramount importance and supports projects that protect life and property. Curry County supports all public safety, security and property protection projects that do not negate opportunities for other very high priority project.

(f) Timber Harvests.

- i. Curry County supports timber harvests that expand access to low-cost lumber for consumers and businesses, create new tax revenue sources, provide employment, improve public safety, and improve forest health.

(3) Application of the Federal Coordination Policy to Other Projects. The Federal Coordination Policy is not intended to restrict Curry County's participation in and comment on federal actions not specifically described in the preceding sections. The Federal Coordination Policy may function as a guide in such instances, but shall not be considered determinative. Moreover, many of such projects also require review by Curry County under state and local land use laws and regulations, in which case the Federal Coordination Policy shall not have precedence over any other type of information that may be submitted to the record during the course of a land use proceeding by Curry County. Such land use proceedings, and any decisions made therein, must be based on the requirements of state and local land use laws and regulations including, but not limited to, Curry County's Comprehensive Plan and Land Development Ordinance.

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US

PROPOSED AGENDA ITEM TITLE: Amendment to Zoning Ordinance section 1.070(1) and (7) to reduce the size of the Curry County Planning Commission and identify the appropriate geographic origination of Planning Commission membership.

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: March 21, 2018

DEPARTMENT: Community Development

TIME NEEDED: 25 minutes

(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))

MEMO ATTACHED Yes ☒ No ☐ If no memo, explain:

CONTACT PERSON: Carolyn Johnson

PHONE/EXT: 3228

TODAY'S DATE: 03.15.2018

BRIEF BACKGROUND OR NOTE: (If no memo attached)

FILES ATTACHED:

(1) Memo

(2)

(3)

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved?

Yes ☐ No ☒

(If Yes, brief detail)

2. Does this agenda item impact any other County department?

Yes ☐ No ☒

(If Yes, brief detail)

3. Does Agenda Item impact County personnel resources?

Yes ☐ No ☒

(If Yes, brief detail)

INSTRUCTIONS ONCE SIGNED:

☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses

Yes ☐ No ☐ N/A ☐

Comment:

2. Confirmed Submitting Department's personnel-related materials

Yes ☐ No ☐ N/A ☐

Comment:

3. If job description, Salary Committee reviewed:

Yes ☐ No ☐ N/A ☐

4. If hire order requires a Personnel Action Form (PAF)?

Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW

☐ APPROVED FOR _____ BOC MEETING ☐ Not Approved for BOC Agenda because

LEGAL ASSESSMENT: Does this agenda item have a legal impact?

Yes ☐ No ☐

(If Yes, brief detail)

ASSIGNED TO:

PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL

COMMISSIONERS' REQUEST TO ADD TO AGENDA:

Commissioner Sue Gold

Yes ☐ No ☐

Commissioner Thomas Huxley

Yes ☐ No ☐

Commissioner Court Boice

Yes ☐ No ☐



BOARD OF COMMISSIONERS AGENDA REPORT

Meeting Date: March 21, 2018

Prepared by: Carolyn Johnson, Community Development Director

Subject: Amendment to Zoning Ordinance section 1.070(1) and (7) to reduce the size of the Curry County Planning Commission and identify the appropriate geographic origination of Planning Commission membership.

Summary: On January 31, 2018, the Board of Commissioners directed the Planning Commission to formulate a recommendation to 1) reduce the Commission size from nine members to five or seven members and 2) identify the geographic location makeup of the Commission.

Currently the County's Zoning Ordinance section 1.070(1) says the Planning Commission shall consist of nine (9) members. A change to the Planning Commission size would need to be accompanied with an amendment of 1.070(7) which requires the nine-member Planning Commission to be comprised of three members from each region of the County (north, central and south).

On March 15, 2018, five of the seven Planning Commissioners reviewed the Board's direction. Three of the Commissioners indicated they are not in favor of reducing the size of the Planning Commission; it was expressed that equal representation of each district is important and a five or seven person Planning Commission would diminish the value of one area of the County. With regard to concerns for a five person quorum with a nine member Planning Commission, the question was asked if the Planning Commission with vacancies could utilize the majority of members present at a meeting as a quorum. Also asked was that absent any state law identifying a quorum, whether the County could develop its own definition of a quorum. Some discussion is needed on this question.

The minority opinion of two Planning Commissioners was that a seven member Planning Commission would be workable and provide for a four member quorum. One Commissioner supported two Commissioners from each area of the County and one Commissioner at large. One Commissioner supported the determination of the number of Commissioners from each based on population.

Board consensus and direction is requested; staff can then prepare amendments to the Zoning Ordinance as noted above and bring back an Ordinance in the next 45 days for a public hearing and possible Board action.

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: Consider a Request to Correct Legal Descriptions of Pistol River Road****TIMELY FILED** Yes ☒ No ☐**AGENDA DATE^a:** 03/21/18 **DEPARTMENT:** Legal/Roads/Survey **TIME NEEDED:** 20 min**MEMO ATTACHED** Yes ☐ No ☒**CONTACT PERSON:** JHuttl **PHONE/EXT:** 247 3218 **TODAY'S DATE:** 03/08/2018

BRIEF BACKGROUND OR NOTE: The land for Pistol River Road has been granted to the county from several parties by several documents with several descriptions over several decades. Multiple surveys have been done to establish the road boundaries. Bill Crook representing land owners of adjoining property and successor to original grantees has submitted a signed document that explains will reconcile the actual location of the road with the numerous past legal descriptions and surveys. The work to verify the information will involve the Roads Department, the County Surveyor and County Counsel. Recommend direct staff to thoroughly research.

FILES ATTACHED:

- (1) Proposed Corrective Deed prepared and executed by Bill Crook and other owners
- (2)
- (3)

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? **Yes ☒ No ☒**
(If Yes, brief detail) The staff time will be large, and not contemplated in existing budget
- 2. Does this agenda item impact any other County department? **Yes ☒ No ☐**
(If Yes, brief detail) Counsel, Roads, Surveyor
- 3. Does Agenda Item impact County personnel resources? **Yes ☐ No ☐**
(If Yes, brief detail) Road staff efforts to complete grant application and replace associated storm culverts

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☒ Other direction only nothing to sign

Phone:

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses **Yes ☐ No ☐ N/A ☐**
Comment:
- 2. Confirmed Submitting Department's personnel-related materials **Yes ☐ No ☐ N/A ☐**
Comment:
- 3. If job description, Salary Committee reviewed: **Yes ☐ No ☐ N/A ☐**
- 4. If hire order requires a Personnel Action Form (PAF)? **Pending ☐ N/A ☐ No ☐ HR ☐**

PART IV – COUNTY ADMINISTRATOR REVIEW☒ **APPROVED FOR 03/21/2018 _BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact?**Yes ☐ No ☒**

(If Yes, brief detail) Not yet because direction only

ASSIGNED TO: MOTION**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

Commissioner Sue Gold

Yes ☐ No ☐

Commissioner Thomas Huxley

Yes ☐ No ☐

CORRECTION DEEDS AGREEMENT

BY THESE PRESENTS, pursuant to United States law of contracts and Oregon law applicable at the time of contract between respective predecessors of the parties hereto, the Crook Family by and through Asa H. Crook, Theron W. Crook, Jr., William H. Crook, Harvey D. Crook, Wilda R. Crook, Vida D. Crook-Walker and Robert Z. Walker and Curry County by and through its Curry County Court, the Crook Family successors, William V. Crook, Mary Jacqueline Crook, Ronnie J. Crook, David W. Crook, James A. Crook, Kathleen L. D. Crook-O'Donnell and Crook Family LLC, jointly and severally, hereinafter known as **CROOK**, and Curry County, a political subdivision and county of the State of Oregon, by and through its Board of Commissioners, successor governing body to the Curry County Court, hereinafter known as **COUNTY**, do hereby execute this Instrument to fulfill obligations and to correct errors and omissions of, connected with and/or arising from prior proceedings, land survey/mapping errors and instruments of record, including but not limited to that certain standing contract of October 31, 1953, Co. Ct. Journal Bk 9, p 35, obligating **CROOK** and **COUNTY** to their oral/documented understandings and agreements, that deed of March 12, 1984, BR 103, pp. 406-10, that deed of July 30, 1984, BR 106, pp 18-20, that August 6, 1984 road vacation order Co. Comm. Journal, BR 53, pp. 407-9, that deed of March 21, 1958, BR 52, pp. 556-7, that deed of Dec. 10, 1912, DV 15, p 589, that deed of September 3, 1941, DV 26, pp. 470-1, and 1890 County Wagon Road 1953/1977 vacation proceedings, as follows, to-wit:

I. CROOK do forthwith donate and convey unto **COUNTY**, its successors/assigns, a right of way for the **Pistol River South Bank County Road as orally discussed /understood /agreed, staked, and then constructed during Summer of 1953 followed with a COUNTY survey and warranty deed**, subject to a 1948 Coos-Curry Electric Co-op, Inc. power line easement thereafter amended, together with the right to use river bar gravel in Gov. Lot 1, Sec. 29. Twn 38 S, R 14 W.W.M., Curry Co., Oregon, to initially rock the entire said South Bank Road as then orally understood /agreed and now described as follows, to-wit:

As surveyed by Contract Surveyor Richard Templin for the Curry County Road Department, STA. 0+00 TO 29+30, August 19, 1996, a strip of land monumented with 5/8 inch iron rods fitted with a yellow plastic cap marked "Curry Co. R/W," bounded and described as follows, to-wit:

From the NW Corner of said Sec. 29, Thence S 23° 55' 03" E 1520.62 feet to a continuing certain point;

Thence S 65° 15' W 36.5 feet to the actual beginning point of the County Surveyor Howard Newhouse Resurvey of a Portion of the Pistol River South Bank County Road for **COUNTY**, March 1995; Thence, 50 feet on each side of a center line;

N 65° 15' E 36.5 feet, S 62° 11' E 304.0 feet, S 77° 24' E 138.50 feet, N 84° 04' E 121.30 feet, S 84° 44' E 98.50 feet, S 63° 06' E 101.40 feet to a certain point;

Thence, N 0° 31' E 23.59 feet to a certain point of continuing;

Thence, 16 feet on the North and 84 feet on the South of a center line S 66° 24' 05" E 153.45 feet;

Thence, 8 feet on the North and 92 feet on the South of a center line S 35° 19' 35" E 279.41 feet;

Thence, 50 feet on each side of a center line;

S 84° 53' 47" E 111.12 feet, N 52° 10' 45" E 97.00 feet;

Thence, 25 feet on each side of a center line;

N 38° 04' 56" E 218.63 feet, N 35° 52' 16" E 48.92 feet, N 35° 41' 14" E 314.31 feet,

N 38° 15' 35" E 81.48 feet, N 37° 54' 29" E 179.87 feet, N 43° 31' 22" E 117.41 feet,

N 37° 36' 01" E 194.62 feet, N 43° 29' 04" E 263.39 feet, N 49° 21' 02" E 421.99 feet,

N 78° 41' 46" E 86.47 feet, S 77° 54' 53" E 142.50 feet, S 18° 26' 07" E 193.85 feet,

S 32° 31' 35" E 113.74 feet, S 47° 08' 51" E 177.60 feet, S 63° 54' 29" E 100.00 feet,

N 83° 06' 20" E 136.22 feet, N 76° 54' 41" E 120.07 feet, N 89° 08' 12" E 215.97 feet,

N 72° 02' 00" E 120.88 feet, N 43° 14' 22" E 126.06 feet, N 43° 14' 22" E 141.78 feet,

N 33° 04' 34" E 213.85 feet, N 21° 42' 22" E 145.40 feet, N 31° 57' 22" E 135.68 feet,

N 55° 53' 11" E 144.78 feet, N 38° 47' 53" E 170.89 feet, N 62° 00' 00" E 188.10 feet,

Thence 20 feet on each side of a center line;

N 88° 00' 00" E 59.40 feet, N 69° 26' 00" E 72.60 feet, N 42° 20' 34" E 448.19 feet,

N 07° 0' 0" W 541.20 feet, there about at the South end of the 1912 Pistol River Bridge.

And including, as surveyed by Curry County Surveyor Darryl Niemi for the Curry County Road Department December 31, 1998, two parcels of land monumented with 5/8 inch iron rods fitted with a yellow plastic cap marked "Curry Co. R/W" **being outside right of way of record**, bounded and described as follows, to-wit:

1. Beginning at a point S 72° 57' 16" W 2086.65 feet from the NE Corner of said Sec. 29; Thence N 45° 25' 10" W 48 feet; Thence N 66° 49' 23" W 112.50 feet; Thence S 77° 54' 41" E 122.92 feet; Thence S 18° 25' 09" E 55.05 feet to the point of beginning, containing 1929.2 square feet; and,

2. Beginning at a point S 67° 12' 25" W 547.00 feet from the NE Corner of said Sec. 29; Thence S 47° 48' 02" W 140.49 feet; Thence S 40° 51' 58" W 125.56 feet; Thence N 31° 53' 53" E 128.14 feet; Thence N 55° 48' 15" E 143.29 feet to the point of beginning, containing 2655.33 square feet;

After Recording Return To: Mail Tax Statements to:

Curry County Bd. of Comm. William Crook

Courthouse Annex 94479 Byrdies Rd

Gold Beach, Oregon 97444 Gold Beach, Oregon 97444

Dollars: Zero/Donation; \$1,800 in lieu of damages

But excluding as surveyed by Curry County Surveyor Darryl Niemi for the Curry County Road Department December 31, 1998, two parcels of land monumented with 5/8 inch iron rods fitted with a yellow plastic cap marked "Curry Co. R/W" **being inside right of way of record**, bounded and described as follows to-wit:

3. Beginning at a point S 75°19'40" W 2040.32 feet from the NE Corner of said Sec. 29; Thence S 18° 23' 25" E 71.43 feet; Thence N 45° 25'10" W 69.59 feet; Thence N 66° 49' 23" W 126.87 feet; Thence S 77° 49' 27" E 146.97 feet to the point of beginning, containing 2908.47 square feet; and,
4. Beginning at a point S 72° 01' 44" W 566.10 feet from the NE Corner of said Sec. 29; Thence S 47° 34' 36" W 143.21 feet; Thence S 40° 51' 58" W 132.35 feet; Thence N 31° 52' 22" E 134.58 feet; Thence N 55° 47' 49" E 146.60 feet to the point of beginning, containing 2934.19 square feet;

COUNTY represents that the said '95/ '96 /'98 Surveys/Mappings are accurate and should provide a true basis for correctly describing the herein donated r/o/w strip. Nevertheless, the intent herewith is to provide a r/o/w centerline identical, more or less, with the actual constructed traveled-way centerline notwithstanding any errors, omissions and any law otherwise. **But**, in the NW ¼ SE ¼ NW ¼ of said Sec.29, the r/o/w East line shall be at its nearest point no closer than three feet to the SW corner of the Price/Walker/Crook garage monumented by its concrete floor/foundation nor closer than at but not beyond fencing as initially agreed and constructed by COUNTY for owners, Murray & Rose Walker, thus excluding all improvements and structures together with their land from the donated r/o/w strip. (Walker and COUNTY agreed that the East r/o/w boundary line should be **Ten Feet West** from the Price/Walker garage while **COUNTY in 1984 demanded that CROOK donate all garage and west-half of house-land despite testimony of prior owner Walker and 1953 County Commissioner Robert Ismert.**)

TO HAVE AND TO HOLD the said donated and conveyed right of way strip unto COUNTY, its successors/assigns, subject to all Stipulated Covenants, Conditions, Terms, Provisions, Reservations, Rights, Restrictions, Representations and Obligations herein as follow, all as discussed, understood and agreed by CROOK and COUNTY prior to 1953 construction, notwithstanding any law otherwise, to-wit:

1. Reserved to CROOK, their heirs, assigns and successors are the exclusive rights to enter, leave and cross over, on, under, through and/or about the right-of-way strip at such places, times and for such purposes as CROOK find necessary and/or desirable for the business and/or enjoyment of the lands described in Section II hereinbelow, including but not limited to equipment/trucks/autos, livestock/persons, and to construct, reconstruct, maintain, repair and use, in and/or outside of the said right-of-way strip, such facilities, structures, improvements, utilities, water collection/diversion works and activities as CROOK find necessary and/or desirable for the business and/or enjoyment of the lands described in Section II hereinbelow, all being free without any remunerations directly, arising from and/or connected therewith whatsoever with customary approvals and/or legal permits, if any are required by COUNTY or through COUNTY, granted forthwith CROOK's applications therefore. CROOK reserves access via the 1890 Wagon Road route running down-hill North to CROOK bottom-land from the said r/o/w roadway and also access via the 1912 road running up-hill East together with COUNTY widening of r/o/w roadway thereat for safe U-turns to and from the West roadway as orally discussed, understood and agreed by CROOK and COUNTY 1953;

2. The said r/o/w strip is only for the purpose of using and maintaining in good stead the nature of the said South Bank Road for public vehicular/foot ingress, egress and regress accessing the immediate local lands with Old Hwy 101, (aka Carpenterville Road) in lieu of the 1912 Pistol River Bridge reroute of the 1890 COUNTY Wagon Road. If disuse of said South Bank Road occurs for one year or more or upon the construction of any bridge reconnecting the said South Bank Road with the Pistol River North Bank County Road all interests, rights and/or titles that have been and/or that ever might be gained, held or exercised by COUNTY and/or the public in, to and about the said South Bank Road running through CROOK held land in the NE¼ of the NE¼ and Gov. Lots 1 and 2 of said Sec. 29, Twn. 38 S., R. 14 W.W. M., Curry County, Oregon, shall automatically cease, revert and vest with full clear interests, rights and titles unto CROOK, jointly and severally, their heirs, assigns and successors and COUNTY shall forthwith execute and record legal documentation attesting the same with the Curry County Clerk.

3. CROOK exercise of rights shall not unreasonably interfere with nor unreasonably endanger COUNTY or road users. CROOK may collect, divert, use and maintain springs in said right of way strip and construct, reconstruct and maintain COUNTY built fencing along and near the traveled roadway as historically understood, agreed and placed by COUNTY and subsequently maintained and/or reconstructed by CROOK. COUNTY shall forthwith timely and effectively control road users' speed such that all users can slow down or stop to avoid collision with any person, animal, or object in the r/o/w and shall forthwith timely post and maintain such road signs as shall effectively inform, caution and keep road users fully aware of persons, livestock, objects, crossings, approaches, ranch activities and the like thereat and about and road users' legal responsibility to prevent any collision therewith whatsoever and their full liability forthwith any collision, (aka Oregon Basic Rule of Travel);

4. **COUNTY**, as understood/agreed 1953, shall protect all open range livestock along the entire said Road from Old Hwy101 to the 1912 Pistol River Bridge by its initially constructed fencing, with maintenance thereafter by each adjoining land owner instead of by **COUNTY**. Fencing shall not serve as a basis for creating property boundaries except as otherwise herein explicitly specified. **COUNTY** declined fence maintenance 1953 and instead proposed the agreed, “in lieu of property damages,” payment of \$1,800.00 to **CROOK** and is forthwith due since the 1984 delivery of Warranty Deed. **CROOK** reserve the right to construct livestock guards, (aka cattle guards), replacing those two certain gateway road gates restricting livestock straying from 1912 to 1953 from the hereinabove donated r/o/w strip at its intersection with the South Boundary Line of Gov. Lot 2, Section 29, and its intersection with the North Boundary Line of the NE¼ of the NE¼ of Section 29, Twn. 38 S., R. 14 W.W.M, Curry Co., Oregon, with maintenance forthwith thereafter by **COUNTY** if and when constructed by **CROOK**.

5. **COUNTY** and **CROOK** covenant as understood /agreed 1953 that only the interests, rights and/or titles explicitly donated and conveyed herein to **COUNTY** and only in the manner provided herein shall be gained, held or exercised by **COUNTY**, its successors or assigns, and all interests, rights and/or titles and manner of gaining, holding and/or exercising the same not specified herein are specifically excluded with no standing, force and/or effect whatsoever. **COUNTY** also recognizes as agreed that **CROOK** property interests, rights and titles are inviolate and shall never assail and/or resist **CROOK**'s interests, rights and/or titles therein and to forever. **COUNTY** represents that the said South Bank Road is complete and covenants that the road nature and use shall be maintained by **COUNTY** in good and safe stead without any continued or new adverse effect upon **CROOK** lands, livestock, crops, equipment, fencing, structures, facilities, improvements, activities and the like unless otherwise voluntarily approved by **CROOK**.

6. **COUNTY** affirms that no claim(s) exist or will issue against **CROOK** for cause existing as of the date of this Instrument nor cause(s) arising hereafter from or connected with any Stipulated Covenant, Condition, Term, Provision, Reservation, Right, Restriction, Representation and/or Obligation herein and hereafter. No burden shall be placed on **CROOK** nor shall any aspect of this matter be of or entail expense(s) by **CROOK** except if explicitly specified herein. **COUNTY** shall indemnify and hold **CROOK** harmless from any expense(s) arising from and/or connected herewith. **CROOK** failure to use and/or enforce any Stipulated Covenant, Condition, Term, Provision, Right, Reservation, Restriction, Representation and/or Obligation, each subject to being several and continuing, shall not lessen its standing, force and/or effect nor any **CROOK** waiver the same except to the extent thereof. Any **COUNTY** failure of its obligations shall be forthwith addressed and fulfilled but no later than thirty days after any **CROOK** notice thereof unless waiver otherwise is voluntarily granted by **CROOK**;

7. As discussed, understood and agreed in 1953, **COUNTY** shall forthwith extinguish and convey all of its interests, rights and titles of in, to, under, over, through and/or about all lands as described in Section II hereinbelow with full clear interests, rights and/or titles reverting and vesting unto **CROOK** except those donated and conveyed herein and those hereafter if and when voluntarily conveyed by **CROOK** to **COUNTY**. Sectioning of this Instrument is for purposes of convenience and reference only.

II. **COUNTY**, pursuant to contractual obligations does forthwith release, grant and convey unto **CROOK**, jointly and severally, their heirs, assigns and successors forever, all of its interests, rights and titles of, in, to, over, under, through and/or about the following described lands, including but not limited to County Surveyor Fitzhugh 1880's surveyed Wagon Road r/o/w, the Asa H., Theron W., Jr. and William H. Crook r/o/w of the actual constructed 1890 **COUNTY** Wagon Road (aka Chetco—Ellensburg Road) which **COUNTY** abandoned about 1928, that certain **COUNTY** maintained Mountain-Top /Mule-Prairie /South-Fork Road abandoned about 1970, County Surveyor Echols August 1949 surveyed bottom-land r/o/w, those two certain tracts described in that Deed of March 21, 1958, DV 52, pp. 556-7 and easement reserved in Deed of Sept. 3, 1941, DV 26, pp 470-1, to-wit:

In Township 38 South, Range 14, West Willamette Meridian, Curry County, Oregon:

That portion of the SE¼ of the SE ¼ of Section 20 and the SW¼ of the SW¼ of Section 21 South of the Pistol River North Bank County Road and Sections 22--29 and 31—36, excepting that certain **COUNTY** held Blaha property-tax-foreclosure premises in the South ½ of Section 29;

In Township 39 South, Range 14, West Willamette Meridian, Curry County, Oregon:

Sections 1--5, 8--16, 22 and 23;

But in the **COUNTY** held property-tax-foreclosure-premises within various said Sections, **COUNTY** reserved “The right to construct a road through the premises” as done by its Deed of Sept. 3, 1941, DV 26, pp. 470-71. Any such reservation shall be forthwith released, granted and conveyed to **CROOK** if and when **CROOK** is holder of record of any said premises, including the said 1941 deeded forty in DV 26, pp. 470-1. The reservation alone as a standing non-exclusive easement of right to travel and construct a road through the premises when any premises is not **CROOK**-held shall be granted and conveyed to **CROOK** and run forever with **CROOK** lands of record being in accord with this Instrument and not land-locking estray livestock. Excluded are any interest, right and title specifically donated and conveyed hereinabove in Section I for the said South Bank County Road r/o/w strip and as may be voluntarily conveyed hereafter by **CROOK** to **COUNTY**.

TO HAVE AND TO HOLD all of **COUNTY** interests, rights and/or titles of, in, to, over, under, through and about the above described, released, granted and conveyed premises together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, with reverted and vested clear interests, rights and titles unto **CROOK**, jointly and severally, their heirs, assigns and successors forever, not withstanding any law otherwise.

III. THE INTENT OF THIS CORRECTION DEEDS AGREEMENT is to correct errors and omissions of, connected with and/or arising from previous instruments and proceedings, including but not limited to that Contract of October 31, 1953, Co. Ct. Journal Bk 9 p 35, obligating **CROOK** and **COUNTY** to their oral and documented understandings and agreements prior to and during 1953 construction of said staked South Bank Road, that Deed of March 12, 1984, BR 103, pp. 406-10, that Deed of July 30, 1984, BR 106, pp 18-20, that deed of September 3, 1941, BR 26, pp. 470-1, that Deed of March 21, 1958, BR 52, pp. 556-7, and nullified as **COUNTY ROADS** by Judge Dal M. King through Curry County Circuit Court Order #3617 and never publicly entered nor publicly used, land survey/mapping errors and the 1953 and 1977 1890 Wagon Road Non-concluded Vacation Proceedings, (aka Chetco--Ellensburg Road), begun but never concluded such that this Instrument in accord with Oregon Supreme Court Common Law shall witness evidence of **CROOK** and **COUNTY** oral and documented understandings, agreements, interests, rights and obligations herein being set forth which shall replace and extinguish all prior legal proceedings and instruments to readily access and mutually show final standing, force and effect details in resolution of obligations, problems and preventing unwanted consequences, notwithstanding any errors and/or omissions herein and/or any law otherwise. **COUNTY** shall forthwith record this executed Duplicate Original Instrument with the Curry County Clerk. The considerations for this Instrument are the herein Stipulated Covenants, Conditions, Terms, Provisions, Reservations, Rights, Restrictions, Representations and Obligations, together with their forthwith fulfillment and the benefits arising therefrom to the parties hereto.

IN WITNESS WHEREOF, CROOK, jointly and severally as successor owners, and **COUNTY**, by and through its Board of Commissioners as successor governing body to its Curry County Court, do hereby execute and accept this **Correction Deeds Agreement in Duplicate Originals** by setting of hand and seal hereto this 27th day of December, 2017, **nunc pro tunc July 1, 1888--October 31, 1953; 12/27/2017**

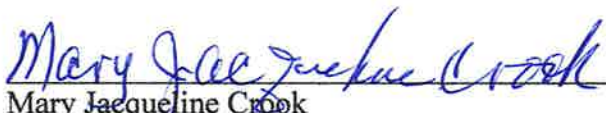
CROOK FAMILY

CURRY COUNTY BD. OF COMMISSIONERS



William V. Crook

Tom Huxley, Chair



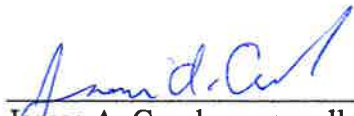
Mary Jacqueline Crook

Sue Gold, Vice-Chair



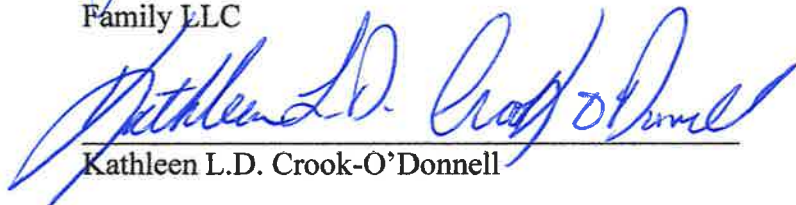
Ronnie J. Crook

Court Boice, Member



James A. Crook, personally & as president of Crook Family LLC

SEAL



Kathleen L.D. Crook-O'Donnell

David W. Crook by Cathleen Herbage POA
David W. Crook, by his Attorney-In-Fact,
Cathleen Herbage

Duplicate Original

STATE OF OREGON)
) ss:
County of Curry)

Before me this 27th day of December, 2017, appeared the above named William V. Crook who is known to me and who acknowledged this instrument to be his voluntary act and deed.

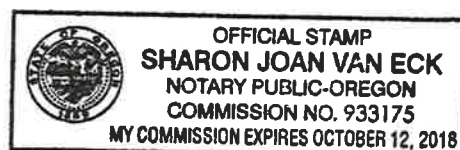
Sharon Joan Eck
Notary Public for Oregon
My Commission Expires: 10-12-18



STATE OF OREGON)
) ss:
County of Curry)

Before me this 27th day of December, 2017, appeared the above named Mary Jacqueline Crook who is known to me and who acknowledged this instrument to be her voluntary act and deed.

Sharon Joan Eck
Notary Public for Oregon
My Commission Expires: 10-12-18



STATE OF OREGON)
) ss:
County of Curry)

Before me this 27th day of December, 2017, appeared the above named Ronnie J. Crook who is known to me and who acknowledged this instrument to be his voluntary act and deed.

Sharon Joan Eck
Notary Public for Oregon
My Commission Expires: 10-12-17

STATE OF OREGON)
) ss:
County of Curry)

Before me this 27th day of December, 2017, appeared the above named James A. Crook personally and as President of Crook Family LLC who and which are known to me and who acknowledged this instrument to be his and its authorized voluntary act and deed by him and through him.

Sharon Joan Eck
Notary Public for Oregon
My Commission Expires: 10-12-18



STATE OF OREGON)
) ss:
County of Curry)

Before me this 27th day of December, 2017, appeared the above named David W. Crook by and through his Attorney-In-Fact, Cathleen Herbage, who acknowledged this instrument to be his voluntary act and deed.

Sharon Joan Eck
Notary Public for Oregon
My Commission Expires: 10-12-17



Duplicate Original

oregon
STATE OF ~~CALIFORNIA~~)
) ss:
County of *Curry*)

Before me this *27th* day of *December*, 2017, appeared the above named Kathleen L. D. Crook-O'Donnell who proved her identity to me through sufficient lawful documentation and who acknowledged this instrument to be her voluntary act and deed.

Sharon Joan Van Eck

Notary Public for California
My Commission Expires: *10-12-18*



STATE OF OREGON)
) ss:
County of Curry)

Before me this _____ day of _____, 2017, appeared the above named Tom Huxley who is known to me and who acknowledged this instrument to be his voluntary act and deed as chair of the Board of Commissioners of and for Curry County, Oregon, successor governing body to its Curry County Court.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss:
County of Curry)

Before me this _____ day of _____, 2017, appeared the above named Sue Gold who is known to me and who acknowledged this instrument to be her voluntary act and deed as vice-chair of the Board of Commissioners of and for Curry County, Oregon, successor governing body to its Curry County Court.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss:
County of Curry)

Before me this _____ day of _____, 2017, appeared the above named Court Boice who is known to me and who acknowledged this instrument to be his voluntary act and deed as a member of the Board of Commissioners of and for Curry County, Oregon, successor governing body to its Curry County Court.

Notary Public for Oregon
My Commission Expires: _____

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 12-4-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** Non-Represented Health Insurance Charge**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 1/17/18 **DEPARTMENT:** Payroll/HR **TIME NEEDED:** 10 minutes^a(Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐ If no memo, explain:**CONTACT PERSON:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 02/07/18**BRIEF BACKGROUND OR NOTE:** (If no memo attached)**FILES ATTACHED:**

- (1) Memo
- (2)
- (3)

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes ☒ No ☐
(If Yes, brief detail) Approximate cost for this FY would be \$13,000
2. Does this agenda item impact any other County department? Yes ☒ No ☐
(If Yes, brief detail)
3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

^aNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☒ No ☐ N/A ☐
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:
3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒
4. If hire order requires a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ APPROVED FOR __03/07/18__ BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail)**ASSIGNED TO: DISCUSSION ONLY****PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

Commissioner Thomas Huxley	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Sue Gold	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Court Boice	Yes <input type="checkbox"/> No <input type="checkbox"/>

BOC MEMO TEMPLATE

TO: JOHN HITT

FROM: JULIE SWIFT

SUBJECT: HEALTH INSURANCE

DATE: MARCH 9, 2017

BACKGROUND: Recently I received notification that the Teamsters insurance that covers the Teamsters bargaining unit employees and the non-represented employees was increasing from \$1175.53 per month to \$1264.10 per month. For non-represented employees this is an additional \$88.57 per month being withheld from their pay. In 2008 the BOC increased the maximum amount that the County would pay toward insurance to \$1000 per month. At that time the premium was below the cap. That \$1000 cap has not changed since then and the premium continues to increase. Any increase has been completely borne by the employees. The last two years have seen a 15.4% increase to the premium. The increase in insurance deduction results in a 2-3% reduction in wages to many of the employees. Prior to July 2014 the last COLA that this group of employees received was July 2009 and step increases have not been granted across the board since 2009-2010.

RELEVANT FACTS: Effective July 2017 a majority of the BOC approved the union contract for SEIU which gave those employees an increase of the insurance cap to \$1100 per month. With the continuing increase in insurance and other daily living expenses employees are effectively making less today than they were in 2010. The disparity between union and non-union employees is evident based on the attached recap spreadsheet. It would be appreciated if the same increase in insurance cap would be considered for the non-represented employees effective for the January premium (December deductions). The cost per month for the increase would be \$4000 per month and at 7 months that is \$28000 for the remainder of this fiscal year.

OPTIONS: Do nothing for non-represented employees or increase monthly contribution to \$1100/month

RECOMMENDATION(S): Increase contribution to \$1100 per month for non-represented employees.