



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, January 18, 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.*

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. AGENDA AMENDMENTS

3. APPROVAL OF AGENDA

4. ANNOUNCEMENTS

The Curry County Board of Commissioners invites members of the public to apply for the South County position on the County Budget Committee. The Budget Committee will meet up to 2 weeks per year to review and provide input and approve the annual budget. The Curry County Board of Commissioners is looking for individual applicants who are experienced with municipal budgets or who have a background in accounting or finance. Appointive members may not be officers, agents or employees of the County. The committee members' terms shall be for three years. This vacancy will remain open until filled and applications can be found on the County website.

5. PUBLIC COMMENTS

6. ADMINISTRATIVE ACTIONS/APPOINTMENTS

- A. Amendment to Intergovernmental Agreement with City of Gold Beach - BOC (30 min.)
- B. Budget Appropriations Transfer - Finance (10 min.)
- C. Parks Committee Workshop Request - Parks (5 min.)
- D. County Annex Office Space Lease with ORREC - Facilities (5 min.)
- E. Beach Restrictions for Western Snowy Plover Nesting - Counsel (5 min.)

7. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS

8. NEW BUSINESS

9. OLD BUSINESS

- A. Oregon Public Records Law LC 747 - Counsel (12 min.)
- B. Brookings Airport Preliminary Report - Counsel (25 min.)
- C. Commissioner Liaison Responsibilities - BOC (15 min.)

10. PRESENTATIONS TO THE BOARD

- A. Years of Service Award for Sgt. Ensley - Sheriff (5 min.)
- B. Oasis Shelter by Lea Sevey, Director - BOC (20 min.)

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.

11. CONSENT CALENDAR

- A. USFS Agreement Modification for BLM Grant #L14AC00220 - BOC (2 min.)
- B. Mental Health Director's Designee for Forest and Majuri – CCH
- C. Order Correcting Scrivener Error #20364 - Personnel (2 min.)

12. COMMISSIONER UPDATES/ LIAISON & DEPARTMENT ACTIVITY REPORTS

- A. County Surveyor's Annual Report - Surveyor (2 min.)
- B. Community Development Activity Report - Comm. Dev. (5 min.)

13. EXECUTIVE SESSION

192.660 Executive sessions permitted on certain matters; procedures; news media representatives' attendance; limits.

(1) ORS 192.610 to 192.690 do not prevent the governing body of a public body from holding executive session during a regular, special or emergency meeting, after the presiding officer has identified the authorization under ORS 192.610 to 192.690 for holding the executive session.

(2) The governing body of a public body may hold an executive session:

(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

(f) To consider information or records that are exempt by law from public inspection.

(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

14. ADJOURN

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

FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Amended IGA - County of Curry & City of Gold Beach**AGENDA DATE^a:** 1/18/2017 **DEPARTMENT:** Commissioner **TIME NEEDED:** 30 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Tom Huxley **PHONE/EXT:** 3213 **TODAY'S DATE:** 1/10/2017**BRIEF BACKGROUND OR NOTE^b:** Amendment to existing Intergovernmental Agreement (IGA) for Planning Services between the County of Curry and the City of Gold Beach. The amended IGA is to include Board of Commissioners Administrative Support Services.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)Amended Intergovernmental Agreement (IGA):

(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: Jodi Fritts, City of Gold Beach

☒ Send Printed Copy to:

Address: 29592 Ellensburg Avenue

☒ Email a Digital Copy to:

City/State/Zip: Gold Beach, OR 97444

☐ Other

Phone: 541-247-7029

Due date to send: / /

Email: jfritts@goldbeachoregon.gov

^cNote: 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:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?Yes ☒ No ☐

(If Yes, brief detail) Contract

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☒ No ☐Commissioner Susan Gold Yes ☒ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

**INTERGOVERNMENTAL AGREEMENT
IGA FOR PLANNING SERVICES AND BOARD OF COMMISSIONERS ADMINISTRATIVE SUPPORT
SERVICES BETWEEN THE COUNTY OF CURRY COUNTY AND THE CITY OF GOLD BEACH**

I. INTRODUCTION

The Parties to this Intergovernmental Agreement are the City of Gold Beach, a municipal corporation of the State of Oregon, and Curry County, Oregon a political subdivision of the State of Oregon.

This Agreement is entered into under the authority of ORS 190.010 for the purpose of the City of Gold Beach providing professional planning services for Curry County commencing June 15, 2016, and administrative support services to the Board of Commissioners office commencing on January 19, 2017.

II. GENERAL PROVISIONS

"Board Chair" means the current Chair of the Curry County Board of Commissioners, or successor.

"Board of Commissioners, Board, or BOC" means the Curry County Board of Commissioners.

"City" means the City of Gold Beach.

"City Administrative Staff" means the City of Gold Beach City Administrator/City Recorder and the Administrative Assistants of the City of Gold Beach Business Office.

"City Planning Staff" means the Gold Beach City Administrator/Planning Director and Administrative Assistant/Deputy Planner.

"Community Development Department Staff" means the Community Development Director, Planner, Building Official, and Administrative Assistant employed by Curry County in the Community Development Department.

"County" means Curry County, a political subdivision of the State of Oregon.

"Development Applications" means County land use applications and actions specified in the Curry County Community Development fee schedule.

"Planning Director" means the Curry County Community Development Director.

"Planning Services" means administrative services related to processing of land use applications and actions for Curry County.

"Specialized Planning Services" means specialized professional technical services related to the processing of land use applications and actions for Curry County.

"Planning Director" means the Curry County Planning Director.

B. Authority

The Board hereby designates the Community Development Director to administer the planning services of this agreement. The Community Development Department staff shall have the authority to confer with City Planning staff on Development applications and other land use issues.

The Board hereby designates the Board Chair to administer the BOC administrative support services of this agreement and shall serve as the BOC point of contact for the City Administrative Staff. Each elected Commissioner shall have the authority to confer and request assistance from City Administrative Staff, subject to the provisions of Section III below.

III. LAND USE PLANNING AND ADMINISTRATIVE SUPPORT SERVICES TO BE PROVIDED BY THE CITY

A: Land Use Planning Services

As determined by the Community Development Director, City Planning Staff shall:

- a. Provide professional planning staff services to accept, review and process Development applications as defined in this agreement.
- b. Assist citizens in person, by email, and by phone related to any proposal related to Development applications defined in this agreement during regular business hours at the City of Gold Beach office located at 29592 Ellensburg Avenue in Gold Beach.
- c. Staff work up and presentation for local appeals to the Curry County Planning Commission or the Curry County Board of Commissioners would be handled by Gold Beach staff. Any work for an appeal to LUBA would be separately negotiated outside of this agreement.

B. Administrative Support Services to the Board of Commissioners (BOC)

As mutually determined by the Board of Commissioners Chair and the City Administrator, City Administrative Staff shall provide administrative support to the elected officers of the Board of Commissioners which shall be limited to the following:

- a) Administrative staff presence in the BOC office 20 hours per week. Specific days and hours will likely vary due to work load and BOC needs.
- b) Public contact point by phone, email, and in-person. City Admin staff will route incoming information and other requests to the BOC members and/or appropriate county department, and answer general information inquiries.
- c) If needed, will assist individual commissioners with calendar and appointment scheduling and will coordinate meeting logistics.
- d) Per Curry County Public Records Policy, provide public document management for BOC members to ensure compliance with Oregon public records disclosure and retention rules.
- e) Provide Complete BOC meeting (regular, workshop and special meetings) agenda packet preparation and distribution. Will serve as the contact for future agenda items and will ensure compliance with County policies regarding agenda item submittal and distribution. Post-meeting, City Admin staff will coordinate completion of minutes/transcripts of meeting proceedings.

Additional services that will be included:

- Outside of the weekly contract hours, the Board of Commissioners shall have unlimited email access to the City Administrator through the city email address. Other County staff members may contact the City Administrator through the general BOC email address to be assigned.
- The City Administrator can attend BOC meetings provided the meetings do not conflict with a prior City commitment.
- Specific assistance on short term special projects which can be completed in 5 hours or less.
- Development and implementation of systems and processes to create greater efficiency in the administration of Board of Commissioners functions.

Specific assistance on special projects exceeding 5 hours, or any additional services not specified in this agreement, can be separately negotiated.

IV. MAILING

Planning Services: all materials related to County Development applications that require mail posting shall be mailed from and by the City.

BOC Administrative Support: All materials and correspondence related to the BOC administrative support services provided in this agreement shall be mailed by the City Administrative Staff from the County.

V. OUTSIDE PROFESSIONAL CONSULTANT COSTS

For Specialized Planning Services: Development application applicants shall be responsible for payment of costs of engineering or other consultant, including legal, services required for land use and limited land use application review. The City may adopt a charge and a method for collecting such costs. The payment of the engineering or other consultant services shall be paid by the applicant directly to the City and not to be forwarded to the County.

For BOC Administrative Support Services: If the BOC Chair and City Administrator determine outside professional consultants may be required to complete studies, reports, surveys, or other specialized work within the BOC office, it shall be the responsibility of the County to hire, manage, and pay such consultants. The BOC Chair may request that City Administrative Staff work with such consultants on behalf of the BOC. The City is not authorized to contract on behalf of the County.

VI. COMPENSATION

For Planning Services:

The County shall compensate the City of Gold Beach as follows:

- 50% of the Curry County application fee for single development permit /decisions by the Planning Director, and single development permits/decisions by the Planning Commission.
- 35% of the County's application fee for a single comprehensive plan and/or zoning ordinance amendment.
- The cost of time and materials for processing Comprehensive Plan/zoning ordinance amendments as specified in Resolution R201525 and Resolution R2016-25 at a billing rate of \$42/hr. for the Gold Beach City Administrator/Planning Director and \$25/hr. for the Gold Beach Planner Administrative Assistant/Planner.

For BOC Administrative Support:

The County shall compensate the City of Gold Beach at a rate of \$420 per week.

Weekly rate is based on the City's adopted work schedule and recognized holidays. No credit is offered for City holidays that are not observed by the County.

The City reserves the right to adjust the weekly rate if any salary adjustments are approved for City staff by the Gold Beach City Council. The City Administrator will give the BOC Chair 30 day's written notice prior to any proposed rate increase.

VII. OTHER PROVISIONS

A. No Employment Relationship

Nothing in this IGA shall be construed to indicate an employment agreement between either party. City staff may be called upon to represent the County in discharging the duties of the services referenced in this IGA, but the City's personnel are not currently employed by the County and shall remain City employees and under the direct supervision of the City Administrator. Each party to this agreement shall be responsible for any federal and state taxes, federal Social Security, state Worker's Compensation, unemployment insurance, Public Employees Retirement System benefits, and liability insurance for their own employees.

Neither party is authorized to contract for services on behalf of the other.

B. Files and Records

All original County files, reports, forms, and other written materials shall at all times remain in the custody of the County and shall not be removed to the City offices.

1. The County will provide the City Planning Staff with copies of all application forms, report forms, and other related materials to be used in the conduct of its land use planning procedures.

2. Except as otherwise provided, copies of all files and records related to the County's comprehensive plan, land use applications, permits, and related materials pertinent to the services provided by the City may be retained in files at the City offices for the term of the agreement.

3. All original files, reports, forms, and other written materials, etc. shall at all times remain in the custody of the County and the BOC office. Files etc. of a confidential nature shall never be removed from the BOC office. Copies of non-confidential or non-sensitive materials may be allowed to taken to the City offices with prior approval of the Board Chair. Copies of former and currently adopted County codes, ordinances, resolutions, and other legislative documents that would customarily be available at the County Clerk's office, may be duplicated and retained at the City offices.

4. The County shall set up or assign a generic email address (i.e.: BOCoffice@co.curry.or.us or similar) to City Administrative Staff for use while performing the duties of this IGA. This will ensure County retention of the e-public records created and limit City email use for County business. The City Administrator reserves the right to utilize their City email address for remote

access and agrees to CC any County related correspondence generated from the City email address to the generic County email address to ensure records retention.

C. Confidentiality, Non-Disclosure, and Potential Conflicts

1. The City Administrator recognizes that the County has and will have future plans, business affairs, employment, legal and litigation matters, and other proprietary information that constitutes valuable, special and unique assets of the County that need to be protected from improper disclosure. The City Administrator agrees, and binds other city staff, to not at any time or manner, either directly or indirectly, use any confidential information for City or personal benefit. Except as otherwise required by law, or as required in the furtherance of duties of this contract and in the best interest of the County, the City Administrator and city staff shall not divulge confidential information in any manner to any third party. A violation of this provision shall be a material violation and breach of this agreement. The confidentiality provisions of this agreement shall remain in full force and effect after the termination of this agreement.

2. The Board Chair and City Administrator recognize that potential conflicts may arise related to the usual and customary functions of their respective entities. Each party agrees that should a potential conflict arise that each party is responsible first to their respective agencies interests. If the conflict can't be mitigated, the parties agree that the City will withdraw from any work related to the potential or actual conflict issue with no punitive actions from the County as a result.

VIII. INDEMNIFICATION

Conditioned upon the terms and limitations of the Oregon Constitution and the Oregon Tort Claims Act, the Parties mutually agree to the fullest extent permitted by law to indemnify and hold each other harmless from any damages, liabilities, or costs (including reasonable attorney fees and costs of defense) for any acts errors or omissions related to or in connection with the provision of the services provided under this Agreement.

IX. TERM & TERMINATION

A. Term

1. For Planning Services, this agreement shall commence on June 15, 2016 and may be terminated by either party, subject to the procedure listed in Section B Termination Procedure, below. This agreement supersedes any prior agreement between both parties for Planning Services.

2. For Board of Commissioners Administrative Support Services, this agreement shall commence on January 19, 2017, and may be terminated by either party, subject to the procedure listed in Section B Termination Procedure, below.

B. Termination Procedure

This agreement may be terminated by either party (the City or the County) under the following procedure:

1. The party requesting termination shall notify the other party in writing of its intention 30 days prior to termination; and
2. Upon termination of the agreement by either party, the City shall return to the County all files, records, correspondence, reports, etc. related to the services provided in this agreement.

X. MODIFICATION

No modification of this Agreement shall be valid unless in writing and signed by the parties.

If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision had never been included in the Agreement

IN WITNESS WHEREOF, this Intergovernmental Agreement between Curry County and the City of Gold Beach is signed and executed this 18th day of January, 2017.

FOR CURRY COUNTY:

Tom Huxley, Chair, Board of Commissioners

Date

Sue Gold, Vice-Chair

Date

Court Boice, Commissioner

Date

Approved as to form:

John Huttl, Curry County Counsel

Date

FOR CITY OF GOLD BEACH:

Jodi Fritts, City Administrator

Date

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

FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** 2016-17 Budget Appropriations Transfer**AGENDA DATE^a:** 01/18/2017 **DEPARTMENT:** Finance **TIME NEEDED:** 10 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Louise **PHONE/EXT:** 3232 **TODAY'S DATE:** 01/10/2017**BRIEF BACKGROUND OR NOTE^b:** Transfers money between catagories in 16-17 budget^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Resolution

(1)Resolution

(2)Exhibit A, B, C, D

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) Reallocation of current category appropriation
2. Does this agenda item impact any other County department? Yes ☒ No ☐
(If Yes, brief detail) All departments submitting supplemental budgets
3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk☐ Send Printed Copy to:☐ Email a Digital Copy to:☐ Other

Name:

Address:

City/State/Zip:

Phone:

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

(If Yes, brief detail) Budget adjustment

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Susan Gold Yes ☒ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY**

IN THE MATTER OF REALLOCATION OF)
APPROPRIATIONS BETWEEN CATEGORIES)
IN THE **2016-2017 FISCAL YEAR BUDGET**) **RESOLUTION**

WHEREAS, there exists a need to transfer appropriated spending authority in the Curry County budget between expenditure categories for the purpose of providing for costs beyond the amount that was anticipated in the 2016-2017 fiscal year budget: and,

WHEREAS, such increase and reallocation of appropriation is allowed under ORS 294.471; now,

BE IT RESOLVED that the 2016-2017 fiscal year budget for Curry County be modified as detailed in ***Exhibits A, B, C, D*** for the specific purpose of providing appropriations to cover expenditures through June 30, 2017.

Dated this 18th day of January, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Susan Gold, Vice Chair

Court Boice, Commissioner

Approved as to form:

John Huttl
Curry County Counsel

Supplemental Budget # FY2016-17

Fund Budget Must Balance To \$0.00

Department: Road Department

Department: Road Department		BUDGET		
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
- - - -3 - - -000-00				-
- - - -399.01-000-00	Assigned Fund Balance			-
- - - -399.03-000-00	Restricted Fund Balance			-
	Total Resources	-	-	-
Personal Services				
- - - -490.00-110-00	Sal-Regular			-
- - - -490.00-120-00	Sal-Irregular			-
- - - -490.00-130-00	Sal-Overtime			-
- - - -490.00-213-00	Ben-Health Ins			-
- - - -490.00-220-00	Ben- FICA 7.65%			-
- - - -490.00-230-00	PERS-County			-
- - - -490.00-235-00	PERS-Employee			-
- - - -490.00-260-00	Ben-Workers Comp			-
	Total Personal Services -	-	-	-
Materials & Services				
- - - -490.00-330-00	Pro Svc - General			-
- - - -490.00-430-00	R&M Equipment			-
- - - -490.00-580-00	Meals & Lodging			-
1.15-431.00-490.00-430-00	Repair & Maintenance - Equipment	18,000	10,000	28,000
1.15-431.00-490.00-331-00	Pro Svcs - Engineering	65,000	(10,000)	55,000
- - - -490.00-				-
- - - -490.00-				-
- - - -490.00-600-00	Supplies - Office			-
- - - -490.00-606-00	Event Food Supplies			-
- - - -490.00-615-00	Other M&S			-
- - - -490.00-				-
	Total Materials & Services	83,000	-	83,000
Debt, Capital, Transfers				
- - - -490.00-847-00	Debt Interest Payments			-
- - - -490.00-849-00	Debt Principal Payments			-
- - - -490.00-745-00	Capital Outlay			-
- - - -490.00-745-00	Capital Outlay			-
- - - -491. - - -00	Tran To			-
- - - -491. - - -00	Tran To			-
- - - -492. - - -00	Tran To (use 492 for Tran within a Fund)			-
	Total Expenditures	83,000	-	83,000
Total Change should = 0 >>				
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By <i>Doug Robbins</i>		Date <i>11-14-16</i>		
Elected Official or Department Head <i>Doug Robbins</i>		Date <i>11-14-16</i>		
Approved By <i>[Signature]</i> Liasion Commissioner		Date <i>1/10/2017</i> Supp # <i>5</i>		

Supplemental Budget # FY2016-17

Fund Budget Must Balance To \$0.00

Department: Brookings Airport		BUDGET		
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	CHANGE + = increase - = decrease	NEW Budget
Revenue				
-3-000-00				-
-399.01-000-00	Assigned Fund Balance			-
-399.03-000-00	Restricted Fund Balance			-
	Total Resources	-	-	-
Personal Services				
-490.00-110-00	Sal-Regular			-
-490.00-120-00	Sal-Irregular			-
-490.00-130-00	Sal-Overtime			-
-490.00-213-00	Ben-Health Ins			-
-490.00-220-00	Ben- FICA 7.65%			-
-490.00-230-00	PERS-County			-
-490.00-235-00	PERS-Employee			-
-490.00-260-00	Ben-Workers Comp			-
	Total Personal Services -	-	-	-
Materials & Services				
-490.00-330-00	Pro Svc - General			-
-490.00-430-00	R&M Equipment			-
-490.00-580-00	Meals & Lodging			-
1.30-419.98-490.00-821-00	IGS -2.20 Payroll/HR	3,132	(3,132)	-
1.30-419.98-490.00-820-00	IGS -2.20 Finance	-	3,132	3,132
1.30-419.98-490.00-830-00	IGS - 1.11 Commissioners	2,710	(2,710)	-
1.30-419.98-490.00-828-00	IGS - BOC Office	-	2,710	2,710
-490.00-600-00	Supplies - Office			-
-490.00-606-00	Event Food Supplies			-
-490.00-615-00	Other M&S			-
-490.00-				-
	Total Materials & Services	5,842	-	5,842
Debt, Capital, Transfers				
-490.00-847-00	Debt Interest Payments			-
-490.00-849-00	Debt Principal Payments			-
-490.00-745-00	Capital Outlay			-
-490.00-745-00	Capital Outlay			-
-491.-00-00	Tran To			-
-491.-00-00	Tran To			-
-492.-00-00	Tran To (use 492 for Tran within a Fund)			-
	Total Expenditures	5,842	-	5,842
Total Change should = 0 >>				
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Cena Crook	Date	1/10/17	
Elected Official or Department Head		Date	01-10-17	
Approved By		Date	1/10/17	
Liasion Commissioner				Supp # 5

Supplemental Budget # FY2016-17

Fund Budget Must Balance To \$0.00

Department: Gen Fund-NonDepartmental

Department: Gen Fund-NonDepartmental		BUDGET		
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
1.10-413.90-311.10-000-00	Taxes-Property-Current Year	1,558,000	38,000	1,596,000
-399.01-000-00	Assigned Fund Balance			-
-399.03-000-00	Restricted Fund Balance			-
	Total Resources	1,558,000	38,000	1,596,000
Personal Services				
-490.00-110-00	Sal-Regular			-
-490.00-120-00	Sal-Irregular			-
-490.00-130-00	Sal-Overtime			-
-490.00-213-00	Ben-Health Ins			-
-490.00-220-00	Ben- FICA 7.65%			-
-490.00-230-00	PERS-County			-
-490.00-235-00	PERS-Employee			-
-490.00-260-00	Ben-Workers Comp			-
	Total Personal Services -	-	-	-
Materials & Services				
1.10-413.90-490.00-310-00	PFP -Dog Licenses	-	38,000	38,000
-490.00-430-00	R&M Equipment			-
-490.00-580-00	Meals & Lodging			-
-490.00-821-00	IGS -2.20 Payroll/HR			-
-490.00-820-00	IGS -2.20 Finance			-
-490.00-830-00	IGS - 1.11 Commissioners			-
-490.00-828-00	IGS - BOC Office			-
-490.00-600-00	Supplies - Office			-
-490.00-606-00	Event Food Supplies			-
-490.00-615-00	Other M&S			-
-490.00-				-
	Total Materials & Services	-	38,000	38,000
Debt, Capital, Transfers				
-490.00-847-00	Debt Interest Payments			-
-490.00-849-00	Debt Principal Payments			-
-490.00-745-00	Capital Outlay			-
-490.00-745-00	Capital Outlay			-
-491. - - -00	Tran To			-
-491. - - -00	Tran To			-
-492. - - -00	Tran To (use 492 for Tran within a Fund)			-
	Total Expenditures	-	38,000	38,000
Total Change should = 0 >>				
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By Louise Kallstrom		Date 01-10-17		
Elected Official or Department Head		Date 01-10-17		
Approved By		Date 1/10/17		
Liasion Commissioner		Supp # 5		

Supplemental Budget # FY2016-17

Fund Budget Must Balance To \$0.00

Department: Child Advocacy Fund		BUDGET		
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	CHANGE + = increase - = decrease	NEW Budget
Revenue				
-311.10-000-00				-
-399.01-000-00	Assigned Fund Balance			-
-399.03-000-00	Restricted Fund Balance			-
	Total Resources	-	-	-
Personal Services				
-490.00-110-00	Sal-Regular			-
-490.00-120-00	Sal-Irregular			-
-490.00-130-00	Sal-Overtime			-
-490.00-213-00	Ben-Health Ins			-
-490.00-220-00	Ben- FICA 7.65%			-
-490.00-230-00	PERS-County			-
-490.00-235-00	PERS-Employee			-
-490.00-260-00	Ben-Workers Comp			-
	Total Personal Services -	-	-	-
Materials & Services				
2.13-412.50-490.00-310-00	Prof Services - Training & Ed	3,161	122	3,283
-490.00-430-00	R&M Equipment			-
-490.00-580-00	Meals & Lodging			-
-490.00-821-00	IGS -2.20 Payroll/HR			-
-490.00-820-00	IGS -2.20 Finance			-
-490.00-830-00	IGS - 1.11 Commissioners			-
-490.00-828-00	IGS - BOC Office			-
-490.00-600-00	Supplies - Office			-
-490.00-606-00	Event Food Supplies			-
-490.00-615-00	Other M&S			-
-490.00-				-
	Total Materials & Services	3,161	122	3,283
Debt, Capital, Transfers				
-490.00-847-00	Debt Interest Payments			-
-490.00-849-00	Debt Principal Payments			-
-490.00-745-00	Capital Outlay			-
-490.00-745-00	Capital Outlay			-
-491.-.-00	Tran To			-
-491.-.-00	Tran To			-
-492.-.-00	Tran To (use 492 for Tran within a Fund)			-
	Total Expenditures	3,161	122	3,283
Total Change should = 0 >> (122)				
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	01/10/17	
Elected Official or Department Head		Date	01/10/17	
Approved By		Date	1/10/17	
Liasion Commissioner			Supp # 5	

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 for Workshop Discussion in Forming a Parks Committee**AGENDA DATE^a:** 1/18/2017 **DEPARTMENT:** Parks **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)**CONTACT PERSON:** Jay Trost, Director **PHONE/EXT:** 3235 **TODAY'S DATE:**
1/10/2017**BRIEF BACKGROUND OR NOTE^b:**^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: (Select)**

(1)

(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:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

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 Court Boice **Yes** ☐ **No** ☐Commissioner Thomas Huxley **Yes** ☐ **No** ☐Commissioner Sue Gold **Yes** ☐ **No** ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

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

FORM 10-001.1 Rev. 01-04-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Office Space Lease - Oregon Resources, Research and Education Center (ORREC)**AGENDA DATE^a:** 2017-01-18 **DEPARTMENT:** Facilities **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)**CONTACT PERSON:** E. Hanson **PHONE/EXT:** 3384 **TODAY'S DATE:** 01-09-17**BRIEF BACKGROUND OR NOTE^b:** CCH has vacated their former leased space. This would be the office space next to the leased spaced to State Representative David Brock Smith on 12-21-16^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Lease

(1)Lease

(2)Exhibit 1

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☐ Send Printed Copy to:☐ Email a Digital Copy to:☐ Other

Name:

Address:

City/State/Zip:

Phone:

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

(If Yes, brief detail) Office space lease

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Susan Gold Yes ☒ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

After Recording Return to:

Oregon Resources, Research and Education Center (ORREC)
Kathleen Buntin, Executive Director
P.O. Box 177
Gold Beach, Oregon 97444

OFFICE BUILDING LEASE MOORE STREET PROPERTY

This OFFICE BUILDING LEASE (“Agreement” or “Lease”), is entered into this 18th day of January, 2017, by and between the following parties:

LANDLORD:

Curry County
A Political Subdivision of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, Oregon 97444

TENANT:

Oregon Resources, Research and Education Center
(ORREC)
P.O. Box 177
Gold Beach, Oregon 97444

AGREEMENT

1. LEASE DATA AND EXHIBITS

1.1 Leased Premises: The Leased Premises consist of approximately 180 square feet in the building located at 94235 Moore

Street, (Courthouse Annex Building) Gold Beach, Oregon, 97444 (the "Leased Premises"). The legal description of the property located at 94235 Moore Street, Gold Beach, Oregon, is attached as exhibit 1.

1.2 Lease Term: The lease term shall commence on the 18th day of January, 2017, and shall end on the 17th day of January, 2018 (the "Lease Term").

1.3 Base Rent: Tenant shall pay Landlord the sum \$70.83 per month, payable monthly on or before the 1st day of each month during the Lease Term for a total of \$850.00.

1.3.1 Annual Increase to Base Rent Base rent shall be adjusted upward annually on the anniversary of the lease by a rate of 3%.

1.4 Use: The Leased Premises shall be used for office space.

2. **LEASED PREMISES**

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth herein, those certain Leased Premises described in Section 1.1 hereof.

2.1 Premises "As-is" Tenant takes the premises in the condition "as-is" at the commencement of the lease.

3. **TERM**

The lease term shall be for the period stated in Section 1.2 hereof.

4. **RENT**

Tenant shall pay Landlord the monthly rental described in Section 1.3 hereof, payable in lawful money of the United States in advance on or before the day specified in Section 1.3 to Landlord, at the address first set forth above, or to such other party or at such other place as Landlord may hereafter from time to time designate in writing.

5. **USES**

The Leased Premises are to be used only for the uses specified in Section 1.4 hereof, and for no other business or purposes without the written consent of Landlord. No act shall be done in or about the Leased Premises that is unlawful or that will increase the existing rate of insurance on the Building. Tenant shall not commit or allow to be committed any waste upon the Leased Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any tenant in the

Building. Tenant shall not, without the written consent of Landlord, use any apparatus, machinery or device in or about the Leased Premises which will cause any substantial noise or vibration. If any of Tenant's office machines and equipment should disturb the quiet enjoyment of any other Tenant in the building, then Tenant shall provide adequate insulation, or take such other action as may be deemed necessary to eliminate the disturbance. Tenant shall comply with all laws relating to its use of the Leased Premises and shall observe such reasonable rules and regulations as may be adopted and published by Landlord for the safety, care and cleanliness of the Leased Premises of the Building, and for the preservation of good order therein.

6. MAINTENANCE AND REPAIR

6.1 Landlord Maintenance. Landlord shall be responsible for maintaining the building and all of the Leased Premises in good order, condition, repair, operating condition, and appearance including, without limitation, the following:

6.1.1 Repair and maintenance of the windows, roof and exterior walls;

6.1.2 Repair and maintenance of the water, sewer, and electrical services;

6.1.3 Repair and maintenance of the heating and air conditioning system;

6.1.4 Repair and maintenance of all landscaping, driveways, parking lots, fences and signs;

6.1.5 Major repairs to the bearing walls, structural members, floor slabs and foundation;

6.1.6 All other maintenance and repairs which Tenant is not expressly required to make under Section 6.2 below and;

6.1.7 Any repairs required to bring the building and all of the Leased Premises up to the building code requirements of the local municipality.

6.2 Tenant Maintenance. Tenant's responsibility for maintenance or repair to any aspect of the building or Leased Premises is limited to the following item:

6.2.1 Any minor repairs or maintenance within the Leased Premises and not otherwise required to be repaired by

Landlord and caused by the negligence of Tenant, its agents, employees or invitees.

7. UTILITIES

Landlord shall furnish the following services and utilities: landscape maintenance, water, sewer, storm sewer, electricity, trash removal and janitorial services on the same basis as Landlord, outside window washing, building keycard lock system, and carpet cleaning.

8. TAXES

Tenant is a 501c3 Non-Profit entity. Tenant intends to use the Leased Premises for its exempt purposes. Pursuant to ORS 307.166, it is expressly agreed that the rent payable by Tenant has been established to reflect the savings resulting from the exemption from taxation.

8.1 Tax Exemption Filing - Tenant agrees to file a claim for tax exemption with the Curry County Assessor. In the event Tenant shall not obtain such an exemption, and upon notice received by Landlord, Landlord shall file the required information with the Assessor pursuant to ORS 307.166(4).

9. POSSESSION

In the event of the inability of Landlord to deliver possession of the Leased Premises or any portion thereof, at the time of the commencement of the term of this Lease, Landlord shall not be liable for any damages caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, Tenant shall not be liable for payment of any rent until such time as Landlord can deliver possession. If Landlord shall deliver possession of the Leased Premises to Tenant prior to the commencement date of this Lease and Tenant agrees to accept the same at such time, both Landlord and Tenant agree to be bound by all provisions and obligations of this Lease during the prior period, including the payment of rent at the same monthly rate, prorated for the prior period.

10. CARE OF LEASED PREMISES

10.1 Tenant shall take good care of the Leased Premises.

10.2 Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Leased Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use and wear and damage by fire or other casualty excepted.

10.3 Tenant shall be free to make any necessary alterations to the Leased Premises that are temporary in nature and will not be considered a fixture or permanent alteration or improvement. All damage or injury done to the Leased Premises by Tenant or by any persons who may be in or upon the Leased Premises with the consent of Tenant, including the cracking or breaking of glass or any windows and doors, shall be paid for by Tenant and Tenant shall pay for all damage to the Building caused by Tenant's misuse of the Leased Premises or the appurtenances thereto. All normal repairs necessary to maintain the Leased Premises in a tenantable condition shall be done by or under the direction of the Landlord and at Landlord's expense except as otherwise provided herein.

10.4 Tenant Improvements

10.4.1 Tenant to Construct. The premises are furnished "as is." If Tenant desires to make any changes or improvements, tenant shall submit detailed plans and descriptions of the changes or improvements to the landlord for approval. Landlord shall not unreasonably deny requests for improvements. Tenant shall enter into all necessary contracts for the construction of improvements. Tenant shall not allow any liens to be placed on the property for improvements or otherwise.

10.4.2 Ownership of Improvements. Title to all improvements to be constructed by the Tenant will be in the name of the Tenant until expiration of the term or earlier termination of this lease. At the expiration of the term or the earlier termination of this lease, all improvements, will automatically and without any further act of the Tenant or any third party become Landlord's property.

10.4.3 Tenant Responsible for Liens - Tenant must transfer and surrender the improvements to Landlord at the expiration of the term or earlier termination of this lease, free and clear of all liens and encumbrances, other than those, if any, permitted under this lease or otherwise created or consented to by Landlord. Tenant agrees to execute, acknowledge, and deliver to Lessor any instrument requested by Landlord as necessary in Landlord's opinion to perfect Landlord's right, title, and interest to the improvements and to the premises.

11. **ACCESS**

Tenant will permit Landlord and its agents to enter into and upon the Leased Premises during business hours or at all reasonable times upon 24 hours prior written notice to Tenant (except in an emergency whereupon access shall be allowed without notice) for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving the Leased Premises or the Building. Nothing contained in this Section shall be deemed to impose any obligation upon Landlord not expressly stated elsewhere in this lease. When reasonably necessary, Landlord may temporarily close entrances, doors, corridors, elevators or other facilities without liability to Tenant by reason of such closure and without such action by Landlord being construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this Lease. Landlord shall have the right to enter the Leased Premises for the purpose of showing the Leased Premises to prospective Tenants within the period of 180 days prior to the expiration or sooner termination of the lease term.

12. DAMAGE OR DESTRUCTION

If the Leased Premises shall be destroyed, either wholly or in part, by fire or other unavoidable casualty, either Landlord or Tenant may terminate the Lease by notice in writing to the other party within sixty (60) days after such destruction or damage. Such notice shall be effective as of the date of such destruction or damage. If the Lease is not terminated the monthly rent shall be abated in the same proportion as the untenable portion of the Leased Premises bears to the whole thereof from the date of such damage or destruction until the Leased Premises are restored. If Landlord elects with Tenant to continue the Lease, Landlord shall have a duty to work diligently to repair the damages and restore the Leased Premises to their original condition.

If the Building shall be destroyed or damaged by fire or other casualty insured against under Landlord's fire and extended coverage insurance policy to the extent that more than fifty percent (50%) thereof is rendered untenable, or in case the Building shall be materially destroyed or damaged by any other casualty other than those covered by such insurance policy, notwithstanding that the Leased Premises may be unaffected directly by such destruction or damage, Landlord or Tenant at either party's election, may terminate this Lease by notice in writing to the other party within sixty (60) days after such destruction or damage. Such notice shall be effective as of the date of such destruction or damage.

13. WAIVER OF SUBROGATION

The Landlord and Tenant hereby agree that neither shall be liable to the other for loss arising out of damage to, or destruction of, the demised Leased Premises or the contents thereof when such losses are caused by any of the perils included within the standard form of fire and extended coverage insurance. This agreement shall be binding, whether or not such damage or destruction be caused by negligence of either the Landlord or the Tenant or their agents, servants or employees and, further, any and all right of subrogation by an insurance carrier is hereby waived.

14. **CROSS-INDEMNIFICATION**

Subject to the limits of the Oregon Tort Claims Act, each party agrees to defend indemnify and hold harmless the other party, its officers employees, agents and representatives from claims for damages by third parties arising out of the parties' conduct described herein. Provided that the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties solely caused by any act or omission, or the negligence of Landlord.

15. **INSURANCE**

Tenant shall provide the following insurance in connection with the project:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
A. Workers' Compensation	Statutory
B. General Liability	\$1,000,000 occurrence / \$2,000,000 aggregate
C. Automobile Liability	\$1,000,000 occurrence / \$2,000,000 aggregate

Evidence of such insurance shall be provided to County within ten days of the execution of this agreement and before work begins. The liability insurance shall name "Curry County and its officers, agents and employees as additional insureds."

16. **ASSIGNMENT AND SUBLETTING**

Tenant shall not assign this Lease nor sublet the whole or any part of the Leased Premises without first obtaining Landlord's consent, but such consent shall not be unreasonably withheld. No such assignment or subletting shall relieve Tenant or Tenant's liability under the Lease. Consent to any such assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through tenant.

17. ADVERTISING AND SIGNS

Tenant shall not inscribe any inscription, or post, place, or in any manner display any sign, notice, picture, placard or poster, or any advertising matter whatsoever, anywhere in or about the Leased Premises or the Building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere outside the Leased Premises without first obtaining Landlord's written consent thereto. Any such consent by Landlord shall be upon the understanding and condition that Tenant will remove the same at the expiration or sooner termination of this Lease and Tenant shall repair any damage to the Leased Premises or the Building caused thereby.

Notwithstanding the above, Tenant is allowed to post on the exterior of the building at each of the three main entrances a single sign no larger than six inches by eighteen inches (6" x 18") with the text "ORREC." Tenant will be allowed a name plate of the same dimensions with the same text on either the office door or window of the leased space.

18. LIENS AND INSOLVENCY

Tenant shall keep the Leased Premises and the Building free from any liens arising out of any work performed, materials ordered or obligations incurred by Tenant. If Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, or assignee or other liquidating officer is appointed for the business of Tenant, then Landlord may terminate Tenant's right of possession under this Lease at Landlord's option.

19. TENANT DEFAULTS

Time is of the essence hereof, and in the event Tenant shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease, and if such default or violation shall continue or shall not be remedied within five (5) days (or, if no default in the rental is involved, within thirty (30) days) after notice in writing thereof is given by Landlord to Tenant, specifying the matter claimed to be in default, Landlord at its option, may immediately declare Tenant's rights under this Lease in default, provided, however, that if the non-payment default is of such a nature that it cannot be completely remedied within the 30-day period, there shall not be a default by Tenant if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence to affect the remedy as soon as practical. In the event of Tenant's default, Landlord, at its option, may declare Tenant's rights under this Lease terminated, and re-enter the Leased Premises,

using such force as may be necessary, and repossess itself thereof, as of its former estate, and remove all persons and property from the Leased Premises. Notwithstanding any such re-entry, the liability of Tenant for the full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Tenant shall make good to Landlord any deficiency arising from a reletting of the Leased Premises at a lesser rental, plus the costs and expenses of renovating or altering the Leased Premises. Tenant shall pay any such deficiency each month as the amount thereof is ascertained by Landlord.

20. LANDLORD DEFAULTS

Time is of the essence hereof, and in the event Landlord shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease, and if such default or violation shall continue or shall not be remedied within thirty (30) days after notice in writing thereof is given by Tenant to Landlord, specifying the matter claimed to be in default with reasonable particularity, Tenant, at its option, may immediately declare Landlord's rights under this Lease terminated, provided, however, that if the default is of such a nature that it cannot be completely remedied within the 30-day period, there shall not be a default by Landlord if Landlord begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence to affect the remedy as soon as practical.

21. PRIORITY

Tenant agrees that this Lease shall be subordinate to any mortgage or deeds of trust that may hereafter be placed upon the Leased Premises or the Building containing the same, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof; provided the mortgagee or beneficiary named in said mortgages or deed of trust shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default thereunder. Within fifteen (15) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust and shall execute estoppel certificates as requested by Landlord from time to time in the standard form of any such mortgagee or beneficiary.

22. REMOVAL OF PROPERTY

If Tenant shall fail to remove any of its property of any nature whatsoever from the Leased Premises or the Building at the termination of this Lease, or when Landlord has the right of re-entry, Landlord may, at its option, remove and store said property without liability for the loss thereof or damage thereto, such storage to be for the account and at the expense

of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell or permit to be sold, any or all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sales; first, to the cost and expense of such sale, including reasonable attorney's fees; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

23. NON-WAIVER

Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

24. SURRENDER OF POSSESSION

Upon expiration of the term of this Lease, or as otherwise mutually agreed upon in writing, Tenant shall promptly and peacefully surrender the Leased Premises to Landlord

25. HOLDOVER

If Tenant shall, with the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the State of Oregon. During such tenancy, Tenant agrees to pay Landlord the same rate of rental as set forth herein, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants, and conditions herein specified, so far as applicable. If after a holdover the lease reverts to a month-to-month term, the Tenant shall pay any real property taxes that may be assessed on the Leased Premises under Oregon Administrative Rule 150-307-112(12).

26. CONDEMNATION

If all of the Leased Premises or such portions of the Building as may be required for the reasonable use of the Leased Premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Tenant is required to vacate the Leased Premises and all rentals shall be paid to that date. In case of a taking of a part of the Leased Premises, or a portion of the Building not required for the reasonable use of the Leased Premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the Leased Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Landlord reserves all of Landlord's rights to damages to the Leased Premises for any taking by eminent domain, and Tenant shall make no claim against Landlord for damages for termination of the leasehold interest or interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to Tenant's leasehold estate and for Tenant's moving expenses and for the interruption of or damage to Tenant's business, provided, that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Landlord

27. NOTICES

All notices under this Lease shall be provided in writing to the addresses of the parties on the first page of this lease.

28. COSTS AND ATTORNEY FEES

If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the Leased Premises, any court costs or attorney fees shall be paid to the prevailing party.

29. CAPTIONS AND CONSTRUCTION

The titles of sections of this Lease are not a part of this Lease and shall not affect the construction or interpretation of any part thereof. This Lease shall be construed and governed by the laws of the State of Oregon

30. LANDLORD'S CONSENT

Whenever Landlord's consent is required under the terms hereof, such consent shall not be unreasonably withheld.

31. SUCCESSORS

All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators and successors

32. PARKING

Tenant shall be entitled, without any additional charge, the right to use all parking facilities owned by the Landlord in the vicinity of the building on a non-reserved basis with Landlord and other tenants, subject to any reasonable rules governing the use of the parking area imposed on all users.

33. SECURITY

Landlord, its employees, agents and contractors shall cooperate with Tenant regarding its security and compliance procedures to the extent that Landlord may impact those procedures.

33. ENTIRE AGREEMENT

This Agreement can only be amended in writing signed by both parties. If any provision of this Agreement is held to be invalid under any applicable statute or law or unenforceable by a court of competent jurisdiction, such provision shall be deemed deleted from this Agreement to the extent of such invalidity and the remainder of this Agreement shall remain in full force and effect.

34. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon.

Dated this 18th day of January, 2017.

Curry County Board of Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

State of Oregon)
County of Curry) SS

This instrument was acknowledged before me on _____, by _____.

Notary Public of Oregon

My Commission Expires_____

Kathleen Buntin, Executive Director, (ORREC)

(Name) _____

Date _____

State of Oregon)
)
County of Curry) ss

This instrument was acknowledged before me on _____, by _____.

Notary Public of Oregon

My Commission Expires_____

EXHIBIT 1

That portion of the real property in Gold Beach, Oregon, located in section 36, township 36S, range 15W, in Curry County, Oregon more particularly described in the Curry County Clerk Book of Records 115 Page 283.

Above described property is also known as (A.K.A.) Assessor's Map 36-15-36DD tax lot 1200. The leased area is a portion of the above described property.

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

FORM 10-001.1 Rev. 01-04-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Letter to Oregon Dept. of Parks and Recreation for Temporary Beach Restrictions due to 2017 Western Snowy Plover Nesting Season**AGENDA DATE^a:** 2017_01_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)**CONTACT PERSON:** J. Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 01-09-17**BRIEF BACKGROUND OR NOTE^b:** Letter requesting temporary beach restrictions adjacent to Floras Lake^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Letter

(1)Letter

(2)Map Attachment

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☒ Send Printed Copy to:☐ Email a Digital Copy to:
Salem, Oregon 97301☐ Other

Name: Lisa Van Laanen

Address: Oregon Dept. of Parks and Rec

City/State/Zip: 725 Summer St., N.E., Suite C,

Phone:

Due date to send: 01-19-2017 / / Email:

^cNote: 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:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail) Per agreement with BLM**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Susan Gold Yes ☒ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



**Curry County
Board of Commissioners**

Thomas Huxley
Court Boice
Sue Gold

94235 Moore Street, Suite 122
Gold Beach, OR 97444
541-247-3296, 541-247-2718 Fax

January 18, 2017

Ms. Lisa Van Laanen
Oregon Department of Parks and Recreation
725 Summer Street, N.E., Suite C
Salem, Oregon 97301

RE: Temporary Beach Restriction Requests for the 2017 Western Snowy
Plover Nesting Season

Dear Ms. Van Laanen:

This letter is a request for temporary beach restrictions at one Curry County administered site adjacent to Floras Lake for the 2017 western snowy plover breeding season pursuant to the Cooperative Management Agreement with BLM, OPRD, and Curry County signed in December, 2002. Our request is in concert with similar requests from Oregon Department of Fish and Wildlife, Bureau of Land Management, and the Siuslaw National Forest to effectively coordinate western snowy plover recovery in Oregon. Temporary beach restrictions have been used for recreation management in western snowy plover nesting areas for many years.

Adjacent to New River, we ask that OPRD restrict public access to the 0.5 mile beach (dry sand portion and the interior dry sand portion east to the river) for all recreation during the nesting season. The site is located in the south half of T. 31 S., R. 15 W., Section 5. (See attached map).

We believe that the requested beach restriction for Curry County administered land within the New River area represents the use of lesser restrictive measures. We feel this request is justified in that plovers have nested in the area as recently as the 2016 breeding season, with a single nest at the site that produced three hatchlings, which

resulted in a single fledged young. This area contains some of the best plover nesting habitat south of the BLM's habitat restoration area (HRA) in the vicinity of Storm Ranch. Four outreach days on the trail to the beach were set up with a table and distributions of material, including photos of the nest site, the hatchlings, and ultimately the fledged young. Current dry sand restrictions for snowy plover breeding total approximately 0.07% (17.5 miles) of Oregon's coast. Past compliance monitoring of these temporary dry sand restrictions indicates that there is a segment of the recreating public violating them, and that in most areas there is little to no buffer between human activity and nesting plovers. Therefore, the implementation of anything less could allow activities that would preclude breeding and nesting behavior as well as jeopardize plover nesting and/or fledging success.

We appreciate your cooperation with the management of public lands at Floras Lake and New River. If you have any questions about this, please contact our Legal Department at (541) 247-3291. Thank you.

Sincerely,

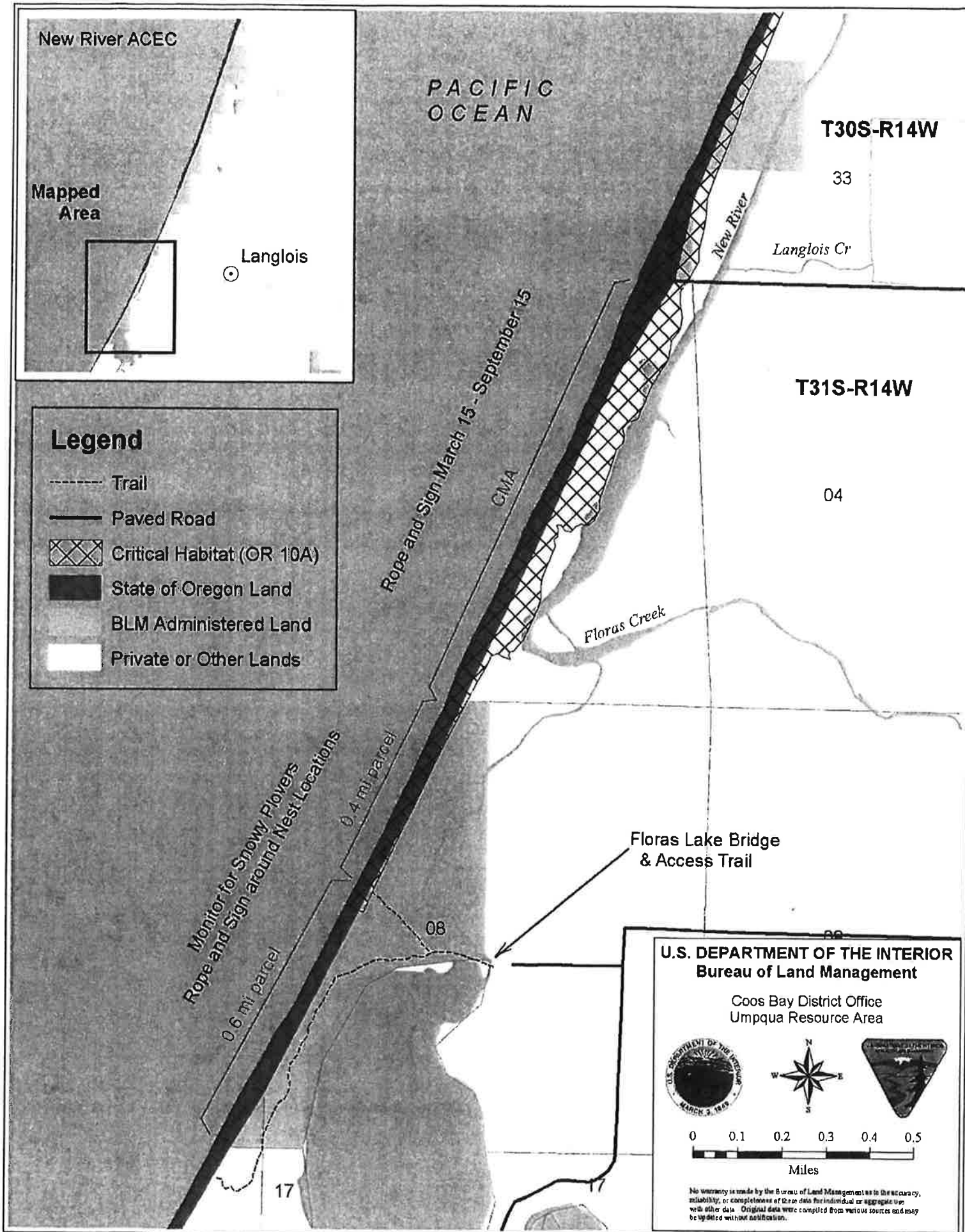
CURRY COUNTY BOARD OF COMMISSIONERS

Tom Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

cc: Kip Wright, BLM Coos Bay District



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

FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** County Comments on Governor LC 747 re Public Records**AGENDA DATE^a:** 01/18/17 **DEPARTMENT:** Counsel **TIME NEEDED:** 12^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J. Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 01/10/17**BRIEF BACKGROUND OR NOTE^b:** AOC seeks county input to respond to Governor's legislative concept to address Oregon public records law proedural shortcomings^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Memorandum

(1)Memoranda (a) Hutt w/ LC 747 text; (b) Huxley

(2)News article

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) Clerk & District Attorney
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:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: 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)

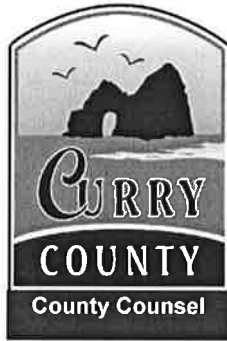
PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

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:** Old Business**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 Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Susan Gold Yes ☒ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



MEMORANDUM

FROM John R. Huttl, Curry County Counsel

TO Board of Commissioners

RE: Governor's Legislative Concept Public Records

DATE: December 21, 2016

Summary

The Association of Oregon Counties (AOC) has been presented with a Legislative Concept (LC 747; attached) from the Governor's office that proposes establishing a new department and office to resolve disputes over public records inquiries. The AOC seeks input from its member counties in order to formulate a position on LC 747. As set forth below, I do not recommend the County support LC 747, though it may alleviate a small workload from the District Attorney. The District Attorney may weigh in on this issue through the Oregon District Attorneys Association.

Discussion

LC 747 is the latest in a series of attempts to fix Oregon's public records laws. This concept removes the Attorney General and District Attorneys from the process and substitutes their involvement with a new, Governor-appointed Council and Public Records Advocate. It is based on a model from the state of Indiana.

The Public Records Advocate (PRA) is a licensed lawyer, appointed by the governor, confirmed by the Senate, serves for four years, may hire one or more deputy advocates or other professional staff and will be furnished with a state office, and the like.

The PRA's office would mediate disputes when a request is made within 21 days of the public records request. Mediation is available when a person has been denied access to records, denied a fee waiver, questions a government's cost quotation, or when a government claims exemption, or claims entitlement to fees before production.

If a person does not participate in the mediation, then the government can deny the records request. If the government does not participate in the mediation, then the government must produce the records, plus an award of costs to the requester.

Mediations are to be completed within 21 days of a request for mediation, subject to extension by unanimous agreement by requester, government and PRA's office. If mediation is unsuccessful, the advocate shall issue an advisory opinion of the proper legal resolution of the issue. It appears that mediation is available only with respect to requests for state agency documents.

Documents submitted to and issued by the PRA during the mediation process are not subject to disclosure.

In addition to mediation services with state agency document requests, the PRA shall provide training to state agencies and local governments.

In place of an appeal of a denial to the District Attorney, in Counties of fewer than 75,000 (Curry County), the PRA will review appeals from denials of public records requests. This appears to apply to requests to state and local agencies. In this way, the public records appeals workload would be removed from Curry County's District Attorney. Appeals thereafter from decisions of the PRA would apparently follow the same process to Circuit Court.

Also, LC 747 creates a new Public Records Advisory Council comprised of the Secretary of State, the Attorney General, and the Director of the Department of Administrative Services or their designees, as well as a representative of the news media and a member of the public (both appointed by the Governor and confirmed by the Senate) and the PRA who would act as chair of the Council.

The Council would: (a) survey public body practices and procedures for receiving requests, identifying, gathering and disclosing record, as well as fee estimates and waivers; (b) survey public records practices in other jurisdictions; (c) identify inconsistencies and inefficiencies in application of public records law that "impede transparency;" (d) make recommendations on changes in law, policy or practice that could "enhance transparency" and facilitate rapid dissemination of public records to requesters; and (e) make recommendations to the PRA on mediation issues.

Analysis

An advantage has been identified that the Attorney General for state agencies and the District Attorney in small counties would not have to dedicate time to handling public records requests.

Substituting the popularly-elected Attorney General with a Governor appointee could be viewed as problematic (especially when the request is for Governor's records); the removal of District Attorney involvement seems to make fiscal sense for small counties, but replacing a local, popularly-elected official with a state appointee may result in less accountability in decision-making. Further, it could result in different decisions on state law depending on which county you were in.

The policy of a state-wide department administering state public records laws has some precedent in the existence of other state agencies. Yet, this proposal can be seen as enlarging government. To that end, when a similar consolidation of functions was enacted with respect to the Oregon Government Ethics Commission (OGEC), local governments were charged a fee to help pay for the inquiries that the OGEC would handle on behalf of the local governments.

Also, there has been a suggestion that others should have a position on the Council, such as Special Districts, the Association of Counties and the League of Cities, as well as "new media" (a term which is undefined).

While on its surface, the idea of consolidating public records handling in a single state agency makes some sense, because of the split of handling state records separately from local records, and handling small counties differently from large counties, the uniformity of such consolidation would not be fully realized. Also, the system proposed instead of eliminating obstacles to transparency may simply create different obstacles than those in the current system.

Conclusion

The above comments were for the most part generated by simply reading the concept and without performing significant legal research. The Board or other County elected officials and departments may have their own ideas after reviewing this memorandum and are free to opine.

I have been asked to provide feedback to the Association of Oregon Counties on LC 747. The Board may adopt the analysis of this memorandum, or offer additional or contrary comments. The Board may also refrain from making any recommendation to the Association of Oregon Counties.

I await Board direction.

Respectfully,



John R. Huttl
Curry County Counsel

Attachment: LC747

LC 747
2017 Regular Session
12100-006
11/17/16 (DJ/ps)

DRAFT

SUMMARY

Creates Public Records Advocate and Public Records Advisory Council.

Directs Public Records Advocate to provide mediation services to facilitate resolution of disputes between requesters of public records and state agencies concerning disclosure of public records. Directs Public Records Advocate to provide training for state agencies and local government bodies on disclosure requirements, best practices for public records management and retention and best practices for processing and responding to requests to inspect public records. Authorizes Public Records Advocate, upon request, to provide guidance and advice on discrete public records issues. Requires Public Records Advocate to review denials of requests for public records if public body is located in county with population below specified threshold and public records requester petitions for review.

Directs Public Records Advisory Council to study issues that arise under the public records law and at least once each biennium to provide written recommendations to Governor and Legislative Assembly on effectiveness and fairness of public records law and public bodies' implementation of public records law requirements.

Provides that Public Record Advocate's duties become operative January 1, 2018.

Takes effect on 91st day following adjournment sine die.

A BILL FOR AN ACT

Relating to public accountability in administering the public records law; creating new provisions; amending ORS 192.460, 192.465, 192.470 and 192.480; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. (1) **The office of the Public Records Advocate is created.**

(2) **The Public Records Advocate shall be appointed by the Governor**

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted. New sections are in **boldfaced** type.

1 and confirmed by the Senate in the manner prescribed in ORS 171.562
2 and 171.565.

3 (3) The Public Records Advocate shall be a member in good standing
4 of the Oregon State Bar.

5 (4) The term of office of the Public Records Advocate shall be four
6 years, except that the advocate serves at the pleasure of the Governor.
7 The advocate may be reappointed to consecutive terms.

8 (5) The Public Records Advocate is in the unclassified service.

9 (6) The Public Records Advocate may hire one or more deputy ad-
10 vocates or other professional staff to assist in performing the duties
11 assigned to the Public Records Advocate.

12 (7) The Oregon Department of Administrative Services shall furnish
13 office facilities and provide administrative support to the Public Re-
14 cords Advocate.

15 SECTION 2. (1) The Public Records Advocate shall provide medi-
16 ation services when requested by either a person described in sub-
17 section (2) of this section or a state agency under the conditions
18 described in subsection (3) of this section.

19 (2) A person may seek mediation services under this section when
20 seeking to inspect or receive copies of public records and the person:

21 (a) Has been denied access to all or a portion of the records being
22 sought;

23 (b) Has been denied a fee waiver or reduction in fees after asserting
24 under ORS 192.440 (5) that a fee waiver or reduction of fees is in the
25 public interest; or

26 (c) Received a written fee estimate under ORS 192.440 (4) that the
27 person believes exceeds the actual cost to be incurred by the public
28 body in producing the requested records.

29 (3) A state agency may seek mediation services under this section
30 if, in response to a request for public records, the agency asserts:

31 (a) That the records being sought are not public records;

1 (b) That the records being sought are exempt from mandatory dis-
2 closure; or

3 (c) That the agency is, under ORS 192.440, entitled to the fees the
4 agency is seeking in order to produce the records being requested.

5 (4) A state agency may not seek mediation services under this sec-
6 tion unless at least 21 days have passed since the agency received the
7 request.

8 (5) Notwithstanding any other provision of ORS 192.410 to 192.505:

9 (a) The failure of a person seeking to inspect or receive copies of
10 public records to engage in good faith in the mediation process de-
11 scribed in this section upon being authorized to do so under subsection
12 (2) of this section shall be grounds for the state agency to deny the
13 request and refuse to disclose the requested records.

14 (b) The failure of a state agency to engage in good faith in the
15 mediation process described in this section after a public records re-
16 quester seeks mediation services under subsection (2) of this section
17 shall be grounds for the award of costs and attorney fees to the public
18 records requester for all costs and attorney fees incurred in pursuing
19 the request after a good faith determination under subsection (6) of
20 this section.

21 (6) Either party to the mediation may request that the Public Re-
22 cords Advocate make a determination concerning whether a party is
23 acting in good faith for purposes of applying the remedies described
24 in subsection (5) of this section.

25 (7) Mediation shall be requested by submitting a written request for
26 mediation and such other information as may be required by the
27 Public Records Advocate. Mediation between parties shall be con-
28 ducted and completed within 21 days following receipt by the advocate
29 of the request for mediation. The mediation period may be extended
30 by unanimous agreement among the public records requester, the
31 state agency and the advocate.

(8) If the mediation results in an agreement between the public records requester and the state agency, the advocate shall prepare a written document memorializing the agreement. The written agreement shall be executed by the public records requester and an authorized representative of the state agency. The written agreement shall control the resolution of the records request.

(9)(a) If the mediation fails to resolve the dispute between the public records requester and the state agency, the Public Records Advocate may issue an advisory opinion that states the advocate's opinion of what the legally correct resolution of the dispute is, including any salient information that supports the advocate's conclusion.

(b) The Public Records Advocate shall publish advisory opinions on a publicly accessible website maintained by the advocate and shall provide a copy of each advisory opinion to the Attorney General.

SECTION 3. Consistent with section 2 of this 2017 Act and rules adopted thereunder, the Public Records Advocate possesses sole discretion over the conduct of mediation sessions.

SECTION 4. (1) Written records, documents, notes or statements of any kind prepared for or submitted to the Public Records Advocate, prepared by the advocate or exchanged between mediating parties are exempt from disclosure under ORS 192.410 to 192.505 and are subject to ORS 40.190.

(2) Subsection (1) of this section does not apply to a written agreement described in section 2 (8) of this 2017 Act or an advisory opinion described in section 2 (9) of this 2017 Act.

SECTION 5. (1) The Public Records Advocate shall provide training for state agencies and local governments on:

(a) The requirements and best practices for processing and responding to public records requests; and

(b) The requirements and best practices for public records management and retention.

(2) The Public Records Advocate shall perform training sessions throughout the state.

(3) Upon the written request of a state agency or local government, the Public Records Advocate may provide guidance and advice on matters pertaining to public records management, public records request processing and the disclosure and applicability of exemptions from disclosure of public records.

(4) Guidance and advice provided pursuant to subsection (3) of this section is purely advisory and must cease when the particular advice sought relates to a matter that is referred to mediation under section 2 of this 2017 Act.

SECTION 6. ORS 192.460 is amended to read:

192.460. (1) ORS 192.450 applies to the case of a person denied the right to inspect or to receive a copy of any public record of a public body other than a state agency, except that:

(a)(A) In counties with a population of 75,000 or more, the district attorney of the county in which the public body is located, or if it is located in more than one county the district attorney of the county in which the administrative offices of the public body are located, shall carry out the functions of the Attorney General; or

(B) In counties with a population of less than 75,000 and in which the administrative offices of the public body are located, the Public Records Advocate appointed under section 1 of this 2017 Act shall carry out the functions of the Attorney General;

(b) Any suit filed must be filed in the circuit court for the county described in paragraph (a) of this subsection; and

(c) The district attorney may not serve as counsel for the public body, in the cases permitted under ORS 192.450 (3), unless the district attorney ordinarily serves as counsel for the public body.

(2) Disclosure of a record to the district attorney, or to the Public Records Advocate, if applicable, in compliance with subsection (1) of this

section does not waive any privilege or claim of privilege regarding the record or its contents.

(3) Disclosure of a record or part of a record as ordered by the district attorney **or the Public Records Advocate** is a compelled disclosure for purposes of ORS 40.285.

SECTION 7. ORS 192.465 is amended to read:

192.465. (1) The failure of the Attorney General, [or] district attorney **or Public Records Advocate** to issue an order under ORS 192.450 or 192.460 denying, granting, or denying in part and granting in part a petition to require disclosure within seven days from the day of receipt of the petition shall be treated as an order denying the petition for the purpose of determining whether a person may institute proceedings for injunctive or declaratory relief under ORS 192.450 or 192.460.

(2) The failure of an elected official to deny, grant, or deny in part and grant in part a request to inspect or receive a copy of a public record within seven days from the day of receipt of the request shall be treated as a denial of the request for the purpose of determining whether a person may institute proceedings for injunctive or declaratory relief under ORS 192.450 or 192.460.

SECTION 8. ORS 192.470 is amended to read:

192.470. (1)(a) A petition to the Attorney General, [or] district attorney **or Public Records Advocate** requesting the Attorney General, [or] district attorney **or advocate** to order a public record to be made available for inspection or to be produced shall be in substantially the following form, or in a form containing the same information:

(Date)

I (we), _____ (name(s)), the undersigned, request the Attorney General (or District Attorney of _____ County, **or Public Records Advocate, if applicable**) to order _____ (name of governmental body) and its employees to (make available for inspection) (produce a copy or copies

1 of) the following records:

2

3 1. _____

4 (Name or description of record)

5

6 2. _____

7 (Name or description of record)

8

9 I (we) asked to inspect and/or copy these records on _____ (date) at
10 _____ (address). The request was denied by the following person(s):

11

12 1. _____

13 (Name of public officer or employee;
14 title or position, if known)

15

16 2. _____

17 (Name of public officer or employee;
18 title or position, if known)

19

20 _____
21 (Signature(s))

22

23 **(b) [This form] The form described in paragraph (a) of this sub-**
24 **section** should be delivered or mailed to the Attorney General's office in
25 Salem, [or] the district attorney's office in the county courthouse **or the**
26 **Public Records Advocate's office in Salem.**

27 (2) Promptly upon receipt of such a petition, the Attorney General, [or]
28 district attorney **or Public Records Advocate** shall notify the public body
29 involved. The public body shall thereupon transmit the public record disclo-
30 sure of which is sought, or a copy, to the [Attorney General] **person who**
31 **received the petition**, together with a statement of [its] **the public body's**

1 reasons for believing that the public record should not be disclosed. In an
2 appropriate case, with the consent of the Attorney General, the public body
3 may instead disclose the nature or substance of the public record to the
4 *[Attorney General]* **person who received the petition.**

5 **SECTION 9.** ORS 192.480 is amended to read:

6 192.480. (1)(a) In any case in which a person is denied the right to inspect
7 or to receive a copy of a public record in the custody of an elected official,
8 or in the custody of any other person but as to which an elected official
9 claims the right to withhold disclosure~~[, no]~~:

10 (A) A petition to require disclosure may **not** be filed with the Attorney
11 General, ~~[or] district attorney[,]~~ or **Public Records Advocate; and**

12 (B) If a petition is filed, it shall not be considered ~~[by the Attorney Gen-~~
13 ~~eral or district attorney after]~~ **if** a claim of right to withhold disclosure by
14 an elected official **is made.**

15 (b) In such case a person denied the right to inspect or to receive a copy
16 of a public record may institute proceedings for injunctive or declaratory
17 relief in the appropriate circuit court, as specified in ORS 192.450 or 192.460,
18 and the Attorney General or district attorney may upon request serve or
19 decline to serve, in the discretion of the Attorney General or district attor-
20 ney, as counsel in such suit for an elected official for which the Attorney
21 General or district attorney ordinarily serves as counsel.

22 (2) Nothing in this section shall preclude an elected official from re-
23 questing advice from the Attorney General, ~~[or] a district attorney~~ **or the**
24 **Public Records Advocate** as to whether a public record should be disclosed.

25 **SECTION 10.** (1) **The Public Records Advisory Council is created.**

26 (2) **The Public Records Advisory Council consists of:**

27 (a) **The Secretary of State or a designee of the Secretary of State;**

28 (b) **The Attorney General or a designee of the Attorney General;**

29 (c) **The Director of the Oregon Department of Administrative Ser-**
30 **vices or a designee of the director;**

31 (d) **A representative of the news media who is appointed by the**

Governor;

(e) A member of the public who is appointed by the Governor; and

(f) The Public Records Advocate, who shall serve as chair of the council.

(3) The term of office of a member of the council described in subsection (2)(d) or (e) of this section is four years, but that member serves at the pleasure of the Governor. Before the expiration of the term of a member described in subsection (2)(d) or (e) of this section, the Governor shall appoint a successor whose term begins on January 1 next following. A member described in subsection (2)(d) or (e) of this section is eligible for reappointment. If there is a vacancy for any cause, the Governor shall make an appointment to become immediately effective for the unexpired term.

(4) The appointment of a member of the council described in subsection (2)(d) or (e) of this section is subject to confirmation by the Senate in the manner prescribed in ORS 171.562 and 171.565.

(5) A member of the council described in subsection (2)(d) or (e) is entitled to compensation and expenses as provided in ORS 292.495.

(6) A majority of the members of the council constitutes a quorum for the transaction of business.

(7) The council shall meet at least once every three months. The council also may meet at other times and places specified by the call of the chairperson or of a majority of the members of the council.

(8) All public bodies, as defined in ORS 192.410, shall assist the council in the performance of its duties and, to the extent permitted by laws relating to confidentiality, furnish such information and advice as the members of the council consider necessary to perform their duties.

SECTION 11. Notwithstanding the term of office specified by section 10 of this 2017 Act, of the members first appointed to the Public Records Advisory Council:

1 (1) The member described in section 10 (2)(d) of this 2017 Act shall
2 serve for an initial term ending December 31, 2019.

3 (2) The member described in section 10 (2)(e) of this 2017 Act shall
4 serve for an initial term ending December 31, 2020.

5 SECTION 12. (1) The Public Records Advisory Council created under
6 section 10 of this 2017 Act shall periodically perform all of the follow-
7 ing:

8 (a) Survey state agency and other public body practices and proce-
9 dures for:

10 (A) Receiving public records requests, identifying the existence of
11 records responsive to the requests and gathering and disclosing re-
12 sponsive records;

13 (B) Determining fee estimates and imposing or waiving fees under
14 ORS 192.440; and

15 (C) Determining and applying exemptions from required disclosure
16 of public records.

17 (b) Examine practices similar to those described in paragraph (a)
18 of this subsection in other jurisdictions.

19 (c) Identify inefficiencies and inconsistencies in application of the
20 public records law that impede transparency in public process and
21 government.

22 (d) Make recommendations on changes in law, policy or practice
23 that could enhance transparency in public process and government,
24 and facilitate rapid dissemination of public records to requesters.

25 (e) Make recommendations on the role of the Public Records Ad-
26 vocate as mediator in disputes between custodians of public records
27 and public record requesters and the advocate's role in providing ad-
28 visory opinions addressing public records issues.

29 (2) No later than December 1 of each even-numbered year, the
30 council shall submit to the Governor, and to the Legislative Assembly
31 in the manner provided by ORS 192.245, a report that describes the

1 findings of the council since the council's last report. The report may
2 include recommendations for legislation.

3 (3) The council may prepare reports and studies more frequently
4 than required under subsection (2) of this section.

5 (4) The council may adopt rules governing the operations of the
6 office of the Public Records Advocate, including but not limited to
7 rules establishing procedures for the conduct of mediation under sec-
8 tion 2 of this 2017 Act.

9 SECTION 13. (1) The Public Records Advisory Account is estab-
10 lished in the General Fund. The account shall consist of moneys ap-
11 propriated by the Legislative Assembly.

12 (2) Moneys in the Public Records Advocate Account are dedicated
13 to funding the operations of:

14 (a) The office of the Public Records Advocate; and

15 (b) The Public Records Advisory Council.

16 SECTION 14. Sections 1 to 5 of this 2017 Act are added to and made
17 a part of ORS 192.410 to 192.505.

18 SECTION 15. Sections 10, 12 and 13 of this 2017 Act are added to and
19 made a part of ORS chapter 192.

20 SECTION 16. Sections 2 to 5 of this 2017 Act and the amendments
21 to ORS 192.460, 192.465, 192.470 and 192.480 by sections 6 to 9 of this 2017
22 Act become operative on January 1, 2018.

23 SECTION 17. This 2017 Act takes effect on the 91st day after the
24 date on which the 2017 regular session of the Seventy-ninth Legislative
25 Assembly adjourns sine die.

January 9, 2016

To: John HuttI – Curry County Counsel

From: Tom Huxley – County Commissioner

Re: County Counsel Memo Dec. 21, 2016 – Governor's Legislative Concept Public Records

County Counsel,

I am in complete agreement with your recommendation Dec. 21, 2016 that the County not support LC 747. Please accept the following comments as examples of why the foundation of the Public Records Laws must first be revised and rebuilt. The addition of Czars at the top of an inadequate flawed foundation is not the solution to fixing the current Oregon Public Records Laws.

In February 2010 then Oregon Attorney General John Kroger initiated a statewide Transparency Initiative that lasted nearly six months with meetings throughout Oregon. A new Government Transparency Counsel was hired and remains on the taxpayer rolls today. No, nothing was accomplished; nothing changed.

Oral and written testimony regarding the Oregon Public Records and Meetings Law was presented before Mr. Kroger and his entourage June 10, 2010 in Medford Oregon. My opening comments began "Under the current law there are **NO Teeth**, there is **No Accountability, NO Enforcement** and **NO Consequences** for those **NOT** abiding by the laws.

About a week after the June 10 meeting a public record request was submitted to Mr. Michael Kron, the newly hired Government Transparency Counsel with the Oregon Department of Justice (DOJ) requesting the video of the June 10 meeting in Medford. The purpose was two-fold; first to review the meeting; second to see how those involved with this Transparency Initiative handled a basic public records request. The first response received from a Mr. Tony Green was very short and curt. "The Department of Justice will search for these records and respond as soon as practicable."

When asked what "as soon as practical" meant, Mr. Kron responded via email "Anyway, it's very clear now that you are in too much of a hurry to wait until we get the materials posted, so we'll happily send you a DVD copy along with an invoice for any applicable fee. Should be in the mail early next week." No purpose would have been served by informing Mr. Kron that the Oregon Attorney General's Public Records and Meetings Manual states "The Public Meetings Law requires that written minutes or a sound, video or digital recording of a meeting be made available to the public 'within a reasonable time after the meeting.'" ORS 192.650(1). "We assume that a governing body generally should be able to make a sound, video or digital recording of a meeting available to the public within a few days following the meeting."

In paragraph four of your memo you state "The PRA's (Public Records Advocate) would mediate disputes when a request is made within 21 days of the public records request." Response times for very basic requests frequently exceed 21 days. What then?

In three separate paragraphs in the memo you refer to the workload of the District Attorney being removed by having the PRA review appeals from denials of public records requests. In your "Analysis" we read "An advantage has been identified that the Attorney General for state agencies and the District Attorney in small counties would not have to dedicate time to handling public records requests."

My personal experience from a petition for district attorney review of a public records request in 2008 resulted in the following response from District Attorney Dial. "After I receive a petition which contains the required information then I must act within seven days by requesting the records(s) from the public body, by reviewing the record(s) and then by issuing an order in which give my opinion as to what should be released. The documents are then returned to the public body with my order. If by the end of the seven days should I not act, or should the agency refuse to respond or follow my order, then the petitioner may file an action in Circuit Court. There is no penalty should the public body refuse to respond to my request or refuse to follow my order.

Because of the budget/staff cuts, **my policy**, [emphasis added] regarding public records requests, will be to issue a letter when I receive a petition. The letter will indicate that the D.A. office will not act on the matter and that the petitioner may file in Circuit Court seven days after the date of the letter."

Just last month a local Curry County resident received the following response with regard to their petition for public records review.

"Attached is the form for petition for D.A. public records review. If you can fill that out and return it to me with any supporting documents I will review it. If by the end of seven days of receipt of your petition should I not act, or should the agency refuse to respond or follow my order, or should you disagree with the order, then you may file an action in Circuit Court to compel the records. There is no penalty should the public body refuse to respond to my request or refuse to follow my order, as it is non-binding. Please feel free to call me if you have any additional questions."

Best regards,
Everett Dial

The message is loud and clear: **We are NOT accountable to you mere citizens. You may file a lawsuit in Circuit Court!** This effectively excludes 99 percent of law-abiding citizens from having any realistic recourse toward stopping corrupt city and county officials from breaking the Oregon Public Meeting and Records Laws.

GOP accuses Brown of playing politics with public records post

Created on Tuesday, 20 December 2016 | Written by [Claire Withycombe/Capital Bureau](#) | 

[5 Comments](#)

Republican's say proposal would undercut secretary of state's watchdog role.

SALEM — Oregon Gov. Kate Brown came under fire Monday from the state's Republican Party for a proposal to house a proposed public records advocate at the Department of Administrative Services.

In previous proposals, the position was to be part of the Secretary of State's Office. Republicans claim Brown, a Democrat, now wants to move the position into a department controlled by the governor now that the Secretary of State's Office is about to be taken over by Dennis Richardson, a Republican.

"Such maneuvers by Gov. Brown serve to damage public trust," ORP Chairman Bill Currier said in a statement.

He claimed that the move would undercut Richardson's oversight responsibilities.

"The secretary of state in Oregon exists in large part to restore and maintain high public confidence, but needs all the tools possible to do this. Voters elected Dennis Richardson to restore balance and be this watchdog in order to guarantee that the rest of the government run by the governor is telling Oregonians the truth."

Under the arrangement proposed in the governor's legislative concept, the advocate would be appointed to a four-year term by the governor and be confirmed by the Oregon Senate.

The office of the advocate would be located in the office of the Department of Administrative Services, which would also provide administrative support.

One of the main responsibilities of the advocate would be mediating disputes between people requesting public records and state agencies.

The Governor's Office put the specific idea forward at a Dec. 15 meeting of the Attorney General's Public Records Law Reform Task Force.

The Governor's Office considered locating the advocate in the Secretary of State's Office, according to a recording of the meeting, during which Emily Matasar, a government accountability attorney, responded to questions about the location of the advocate.

"The decision to house the Public Records Advocate was made after questions were raised about an appointed position by the governor being housed in another independently elected official's office," Chris Pair, a spokesman for Brown, said in a statement.

In response to questions during the Dec. 15 Task Force meeting, Matasar said "we struggled a bit with where to house it, and also to maintain independence."

She said that the position being subject to Senate confirmation was one way the role could be kept independent under the proposal.

"It serves a statewide function, so we just, it made sense to us to put it in DAS," Matasar said. "We started with the secretary of state but that didn't end up feeling like, there's political, you know, implications there as well, so DAS is where it ended up."

Come January, the Secretary of State's Office is the only executive state office that will be held by a Republican. Richardson, a former gubernatorial candidate and state legislator from Central Point, will be the first Republican in the office since 1985.



PAMPLIN MEDIA GROUP - Gov. Kate Brown.

The Secretary of State's Office voiced criticism of Brown's proposal in early December, noting potential crossover between the duties of the advocate and archivist and other issues to consider in the draft legislation.

In a Dec. 5 letter to Ben Souede and Matasar, attorneys for Brown, Secretary of State Jeanne Atkins voiced criticism of the proposal.

Atkins explained that there may be some overlap, although inadvertent, between the duties of the proposed advocate and the State Archivist, who is located in the Secretary of State's Office.

Atkins noted that the proposed law would give the advocate responsibility over records management and retention issues that were duties of the archivist.

"Please be assured that the Archivist would work closely in collaboration with the Advocate on matters related to public records," Atkins wrote. "However, given the long-standing expertise of the Archivist over the area of management and retention of records, we think it most appropriate to leave those responsibilities where they currently reside in existing law."

Atkins said the two employees could make a "useful team to promote transparency."

Atkins also sought confirmation of her understanding of the relationship between the Department of Administrative Services and the Advocate, saying that her office was concerned that "having DAS run the Advocate's office may not lead to useful results."

She pointed out that DAS "struggles at times with fulfilling public records requests and the Advocate may be called into service mediating disputes with DAS."

The legislative concept says that DAS would furnish office facilities and provide administrative support to the public records advocate.

Rumors Have Been Confirmed, Jolie Comes Clean

The Rumors Have Been Confirmed, Jolie Comes Clean - Will Family And Friends Forgive Her?

[**Learn More**](#)

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

FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Preliminary Report on Brookings Airport**AGENDA DATE^a:** 01/18/17 **DEPARTMENT:** Legal **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)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 011017**BRIEF BACKGROUND OR NOTE^b:** Preliminary Report on Brookings Airport. Information to be supplemented with materials delivered at meeting^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)Preliminary Memorandum

(2)Supporting Documents

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:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: 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:

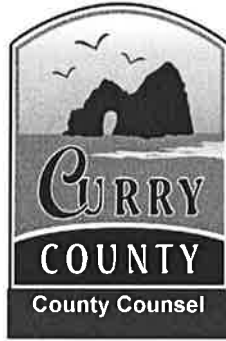
2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☐

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:** Old Business**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 Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Susan Gold Yes ☒ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



MEMORANDUM

FROM John R. Huttl, Curry County Counsel

TO Board of Commissioners

RE: Brookings Airport Summary & Options

DATE: January 10, 2017

Introduction

This memorandum briefly summarizes the Brookings Airport background and briefly outlines (a) operations income and expense, (b) deferred maintenance items, and (c) capital expenses.

It presents options regarding (1) the County retaining the airport, (2) the County leasing the airport to Brookings, or (3) the County transferring the airport to Brookings.

NOTE: The information and analysis in this memorandum was assembled over a brief period. It presents some very preliminary information in an incomplete and simple manner; it is the writer's intent to supplement this information after presentation to, and questions and direction from, the Board. The financial analysis has not been reviewed nor approved by our Accountant.

Discussion

Airport Acquisition by County

In 1997, the State of Oregon conveyed the airport and structures to the County subject to the requirement that the County use the airport property as an airport, and if the county does not use it as an airport, the property will revert to the State's ownership.

An accompanying "right of first refusal" gave the State the first right to acquire the property in the event the county desires to divest itself of the airport property.

In 2004, the Oregon Department of Aviation issued Airport Layout Plan (ALP / Plan). That Plan described stages of capital improvements to happen from the years 2004 to 2023. Attached is an exhibit showing potential build at that time for hangars and other improvements.

County Airport Management

In 2009, the County revived its Brookings Airport Advisory Committee to provide recommendations to the Board on the development of the airport. The Commission previously existed, but was disbanded in 2001.

On December 7, 2015, the County Director of Administration and Airport Manager issued a memorandum to the Committee members that all Committee members' terms will expire in 2016 and since the committee had not met for several years "we will not be renewing appointments at this time."

Airport Manager and staff received training on the Federal Aviation Administration (FAA) grant administration, updates on notices to airmen (NOTAMs) and other routine ongoing airport operations, such as answering phone calls, processing mail and utility payments.

County Maintenance and Roads department were responsible for ongoing maintenance of the grounds. County Legal Department negotiated leases and assisted in collection of rents and enforcement of lease terms. A description in an earlier communication to the Board of "squatters" may mean both persons who are on the premises without permission as well as persons who violate the terms of their lease by using hangars for non-airport uses, such as storage of personal items and living spaces, which is an enforcement action.

Ongoing Operating Income and Expense.

The source documents for this analysis are an excel spreadsheet from the finance director, information from the Roadmaster, the Maintenance Director and the Commissioner's Office/Economic Development Assistant.

Sources of revenues are from: freight handler fees, tie-down fees, fuel fees, hangar leases, miscellaneous revenue and assigned fund balance. Expenses are: professional services, water, electricity, and trash, building maintenance, runway maintenance, landscaping maintenance.

A copy of the 2016-17 Brookings Airport Fund Budget is attached for reference to compare actuals and budgeted revenues and material and service expenses. An review of revenues over material and services shows an average net revenue of \$10,667.00 per year.

The Brookings Airport Fund does not have a "personal services" expense element to it. There is no salary of any staff paid directly out of the revenues from the Brookings Airport Fund. Yet, staff is performing the above tasks for the Brookings Airport.

In 2012, the City of Brookings offered to purchase the airport from the County. The recitals in that document explained that the County was losing approximately \$15,000 to \$30,000 annually on the airport. A County staff report from 2015 described an operational loss of over \$50,000.

Any more detailed explanation of ongoing income and expense is best presented by the County Accountant.

Deferred Maintenance Items

These are items identified as desirable if not necessary for ongoing normal functioning of the airport. Items identified as needing improvement include water service, plumbing, operations building, security and signage among others. This past week has seen issues with runway lights.

A ballpark figure from the County's Director of Maintenance describes \$500,000 in deferred maintenance for items including but not limited to, Precision Approach Path Indicator (PAPI) lights, delineators, runway traffic direction painting, runway traffic signage, water system, sewer system (we are currently using a port-a-potty), terminal building upgrade or demolition, and pampas grass and scotch broom treatment/eradication. The costs of these items are not included in the operational expense. Some may be capital expense. Upgrade of the plumbing would be subject to City of Brookings systems charges.

Capital Expense

Most of the capital expense is paid for through grants, which the County typically matches at 10%. The Board would need to commit county funds to meet its federal grant matching for the future. Past capital expenses contributed from the general fund to airport projects averaged \$21,590 per year for the 2014-15 budget period. Retaining the airport could result in that level of general fund expense on an annual basis.

Brookings Lease and Brookings Transfer Options

In September of 2016, the City of Brookings presented a lease or management agreement option for a transfer of responsibilities to Brookings. In a meeting with FAA and Oregon Department of Aviation officials, it was expressed that a transfer of ownership was preferred over a lease or a management agreement.

In December of 2016, the City of Brookings requested the Board transfer ownership of the airport to the City. The Board declined to transfer the airport, and recommended the County's Economic Development Director explore commissioning a report. The Economic Development Director's information was that such a report would be cost-prohibitive, and recommended that County staff conduct the analysis. On January 4, 2017 the Board directed this writer to conduct an analysis.

An initial review of the lease and transfer options from Brookings indicates a lack of specificity or commitment for any plans from Brookings to develop the property. A follow-up phone call with Brookings City Manager found Brookings willing to include conditions of transfer that would require specific bench-marks to be met. Also, Brookings desires to provide infrastructure to support development at both the airport and an adjacent 14-acre County owned property, as well as enhance disaster resiliency in the event of a catastrophic event.

Analysis

Option One: County Retains Ownership.

The County could retain the airport. The above facts and figures describe a piece of property that needs regular maintenance, upkeep and repairs. Judging from the attached 2014-15 budget historical data, and considering the county's capital contributions and operating expenses, the County spent an average of \$9,262 over revenues.

Assuming the airport continues to operate at or near its present level, the County would incur the ongoing expenses into the future. Assuming for sake of discussion that the 2004 ALP is the County's plan for the airport, the County's plan does not match Brookings's plan for development in and around the airport property.

Option Two: County Lease Airport to Brookings or Enter a Management Agreement.

The County may desire a lease option, but the FAA and ODA representatives have made it known that they prefer any transfer of responsibilities to Brookings be a transfer of sponsorship and ownership.

Nevertheless, there exist relationships where one entity owns an airport and another manages the airport, so I believe that is an option. If the County prefers the lease option, I recommend we require Brookings to assume responsibility for obtaining acceptance of the lease with the ODA and FAA. The Board may want to consider including other conditions if there is a lease.

Brookings does not offer a Management Agreement option.

Option Three: County Deed the Airport to Brookings

A transfer is preferred by the ODA and FAA, and would more likely receive approval under the aforementioned "right of first refusal." We may be able to include some reversionary language in the deed whereby the airport ownership reverts to the County if Brookings does not operate as an airport, or comply with other reasonable conditions.

At the time of this writing, I have been unable to confirm, but nevertheless believe, that in a transfer situation the County would be able to recuperate some level of past capital expense. I have not heard such recuperation is available in a lease situation where the County retains ownership of capital.

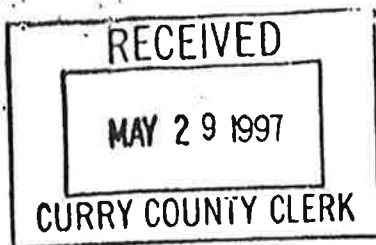
Conclusion

This memorandum makes no recommendations with respect to the above options. An option not presented above may have the Board continue to negotiate with Brookings on the options for transfer. The Board may come up with options and directions of its own, including requesting additional information or other follow up.

Sincerely,

A handwritten signature in blue ink, appearing to read "John R. Hutt".

John R. Hutt
Curry County Legal Counsel and Risk Manager



COPY

1997 INSTRUMENT 97 02452

BARGAIN AND SALE DEED

COMMISSIONERS JOURNAL
VOL# 118 DOC# 161

THE STATE OF OREGON, acting by and through its DEPARTMENT OF TRANSPORTATION - AERONAUTICS SECTION ("Grantor") hereby conveys to CURRY COUNTY, a political subdivision of the State of Oregon ("Grantee"), those improvements and personal property situated at the Brookings Airport, in Curry County, Oregon (the legal description is attached as Exhibit A) more particularly described as follows:

The runway, taxiways, aprons, runway lighting system, wind indicator, rotating beacon, electrical vault, and ancillary electrical items, (The "Property").

This conveyance includes all easements appurtenant to the Property, including Clear Zone Easements, which are recorded as follows:

1. Volume 66, page 284
2. Volume 39, page 408
3. Volume 65, page 184
4. Volume 66, page 342

This conveyance is subject to a right of reverter in Grantor in the event that the Grantee, its successors or assigns, fails to maintain and use the property for the primary purpose of providing public airport facilities, and only for such secondary and incidental purposes as are not inconsistent with the primary purpose, it being the object and intent of Grantor to expedite the orderly expansion of the airport according to the needs of the people of Curry County. In addition, Grantee shall not convey any of the Property to a third party without offering it first to Grantor.

The true and actual consideration paid for this conveyance is assumption by the Grantee of all of the obligations, covenants, terms and conditions with respect to the operation and maintenance of the Brookings Airport, and other good and valuable consideration.

The Oregon Transportation Commission on December 18, 1996 approved this conveyance and authorized the Aeronautics Manager to sign the appropriate document.

After Recording Return To:
Oregon Department of Transportation
Aeronautics Section
3040 25th St. SE
Salem, Oregon 97310

Send Tax Statement To:
Curry County
P.O. Box 746
Gold Beach, Oregon 97444

RIGHT OF FIRST REFUSAL
AND
ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS

This Right of First Refusal and Assignment and Assumption of Obligations (herein the Agreement) is entered into this 18th day of April, 1997, by and between the State of Oregon, acting by and through its department of Transportation - Aeronautics Section (herein the State) and Curry County, a political subdivision of the State of Oregon (herein the County);

WHEREAS, the State has conveyed to the County certain personal property and real estate improvements located at the Brookings Airport, in Curry County, Oregon, (the Property) which improvements and property are more particularly described in a Deed between the parties hereto, dated the same date as this Agreement; and

WHEREAS, as partial consideration for the Property, County agreed to grant to State a right of first refusal to acquire the Property in the event the County desires to divest itself of the Airport or the Property; and

WHEREAS, as additional consideration for the Property, County agreed to assume obligations of the State to the Federal Aviation Administration.

THEREFORE, in consideration for the conveyance of the Property to County, by separate Bargain and Sale Deed, and for other valuable consideration, the parties hereto agree as follows:

I. RIGHT OF FIRST REFUSAL

1. County agrees not to sell, transfer, exchange, grant an option to purchase, lease or otherwise dispose of the Property or any part of or interest in the Property, without first offering the Property to State on the same terms and conditions set forth in the concurrent Bargain and Sale Deed between the two parties which conveys title to the Property to County.

2. In the event that County desires to divest itself of the Property, it shall send notice to the State, and State shall have the right to obtain title to the Property on the terms set out herein.

Capital Improvement Projects



The needs defined in the Facility Requirements/Alternatives Chapter and the reviews provided by the PAC were the basis for determining the proposed improvements at Brookings Airport. Improvements planned for the next 20-years are focused on expanding hangar areas. Projects are planned for both sides of the runway.

CAPITAL IMPROVEMENT PROJECTS

STAGE I

Stage I is the first five years of the planning period, 2004 to 2008. The projects included in this stage include a new apron, improving approach aids, upgrading taxiway lighting, expanding the existing terminal building, construction of hangars, taxiways and taxilanes.

In 2004/2005, an aircraft parking apron, a taxiway and taxilane will be constructed to the east of the center connector taxiway, and a 2-light Precision Approach Path Indicator (PAPI) for Runway 30, and Runway End Identifier Lights (REILs) for Runway 12 will be installed. Also in 2004/2005, an apron overlay will be completed on the main apron and taxiway, taxilane and apron construction will occur on the west side of the airport, along with access roadway construction, utility construction and the relocation of the segmented circle. Fencing will also be constructed to complete the airport perimeter fencing. Obstruction survey and removal will be performed in 2005 and an Automated Surface Observation System (ASOS) will be installed. The ASOS will be located between the existing parallel taxiway and main apron, in front of the terminal building. Other improvements for 2005 include taxiway and taxilane reconstruction, and executive hangar construction on the west side of the airport. In 2006, general pavement



maintenance through the ODA Pavement Management Program and t-hangar construction will occur on the west side of the airport. An expansion of the terminal building is planned for 2007, adding 600 square feet to the building, along with construction of another executive hangar on the west side of the airport. In 2008, the existing taxiway reflectors will be upgraded to Medium Intensity Taxiway Lighting (MITL). Also in 2008, a final executive hangar will be constructed on the west side.

STAGE II

Stage II is the second five years of the planning period, 2009 - 2013. The projects included in this section are pavement maintenance and hangar area expansion.

Pavement maintenance is schedule to occur twice during stage II, which will include restriping all existing runway and taxiway markings. The next project will be constructing additional taxiways on the east side of the airport. Four taxiways will be built, with four corresponding executive hangars to be constructed the following year. An ALP update is planned for the end of the Stage II planning period. This will allow for an opportunity to reflect all of the new improvements and address any new airport needs.

STAGE III

Stage III is the last ten years of the planning period, 2014 - 2023. This phase focuses on continuing development on the east side of the airport. Projects planned for Stage III include: a maintenance facility, taxiway construction to serve six new executive hangars, general airfield pavement maintenance in three stages and an airport layout plan update.

The maintenance facility will be approximately 2,000 square feet and located along the access road east of the terminal building.

PROJECT COSTS

A list of improvements and costs over the next 20-years are included in Exhibit 5A at the end of this chapter. All costs are estimated in 2003 dollars. Total project costs include construction, temporary flagging and signing, construction staking, testing, engineering, administration, and contingency, as applicable. Detention and water quality costs are included for new impervious surfaces. Utilities including phone, power, sewer, and water are included in all new hangar projects.

AIRCRAFT STORAGE

Aircraft storage is divided between hangar units and tie downs in Chapter 3. It was initially recommended that tie downs be added to the airport in Stage I and additional hangars during Stage III. After further review, it was determined that hangar space is more desirable than tie downs.

GPS APPROACH

A GPS approach at Brookings Airport is being considered although the airport does not currently meet all FAA requirements for a non-precision approach. The airport will need to acquire a waiver for runway length in order to install the GPS approach. Also before the GPS approach is installed, REILs will need to be in place on Runway 12.

Brookings Airport **Fund**

The Brookings Airport Fund is administered by the County Board of Commissioners. The Commissioners oversee the management, maintenance, and operations of the Brookings Airport.

Brookings Airport Fund 1.30 was established June 2003.

Prior activity was included in the General Fund.

L I N E #	HISTORICAL DATA				L I N E #	1	Adopted Budget This Year 06/30/16	Account Number	Account Description	Budget for Next Year 2016-2017				L I N E #
	Second Preceding Year 06/30/14	First Preceding Year 06/30/15	2016-2017 Proposed by Budget Officer	Approved by Budget Committee						Adopted by Governing Body				
Tab 16														
FUND - Brookings Airport - Operations Dept.														
1	1,554	1,460	1,500	1	1.30-419.98-341.90-000-00	Fees - Freight Handler	1,500	1,500				1	Tab 16	
2	438	283	400	2	1.30-419.98-341.91-000-00	Fees - Airport Tie-Down	400	400				2		
3	-	840	500	3	1.30-419.98-341.95-000-00	Fees - Fuel Flowage Fee	1,000	1,000				3		
4	18,861	24,706	19,000	4	1.30-419.98-362.10-000-00	Rents - Aircraft Hangar	25,000	25,000				4		
5	-	-	-	5	1.30-419.98-362.30-000-00	Rents - Brookings Water	-	-				5		
6	3,191	22,300	300	6	1.30-419.98-380.00-000-00	Misc Revenue	-	-				6		
7	-	-	-	7	1.30-419.98-391.12-000-00	Tran In - 1.10 General Fund	-	-	(18,627)			7		
8	-	-	-	8	1.30-419.98-391.99-000-00	Allocated Interest	-	-				8		
9	16,831	16,027	7,752	9	1.30-419.98-399.01-000-00	Assigned Fund Balance	6,308	6,308				9		
10	40,874	55,616	29,452	10	TOTAL RESOURCES				34,208	34,208		10		
11	-	-	-	11	1.30-419.98-490.00-110-00	Sal - Regular	-	-				11		
12	-	-	-	12	1.30-419.98-490.00-213-00	Ben - Health Insurance	-	-				12		
13	-	-	-	13	1.30-419.98-490.00-214-00	Ben - Life Insurance	-	-				13		
14	-	-	-	14	1.30-419.98-490.00-220-00	Ben - FICA	-	-				14		
15	-	-	-	15	1.30-419.98-490.00-230-00	Ben - PERS - County Portion	-	-				15		
16	-	-	-	16	1.30-419.98-490.00-235-00	Ben - PERS - Employee Portion	-	-				16		
17	-	-	-	17	1.30-419.98-490.00-260-00	Ben - Worker's Compensation	-	-				17		
18	-	-	-	18	1.30-419.98-490.00-290-00	Ben - OR W/C Assessment	-	-				18		
19	-	-	-	19	TOTAL PERSONAL SERVICES				-	-		19		

L I N E #	HISTORICAL DATA			L I N E #	Account Number	Account Description	Budget for Next Year 2016-2017			L I N E #
	Second Preceding Year 06/30/14	First Preceding Year 06/30/15	Adopted Budget This Year 06/30/16				2016-2017 Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body	
Tab 16										
FUND - BOK - FAA GRANTS Dept										
1	-	-	-	1	1.30-419.88-331.00-000-10	Grant - FAA AIP 3-41-0008-10	-	-	-	Tab 16
2	43,995	-	-	2	1.30-419.88-331.00-000-11	Grant - FAA AIP 3-41-0008-11	-	-	-	1
3	5,031	-	-	3	1.30-419.88-331.00-000-12	Grant - FAA 20.106 AIP 3-41-0008-12	-	-	-	2
4	-	96,021	-	4	1.30-419.88-331.00-001-13	Grant - FAA AIP 3-41-0008-13 ph1	18,430	18,430	-	3
5	-	-	-	5	1.30-419.88-331.00-000-14	Grant - FAA AIP 3-41-0008-14	153,104	153,104	-	4
6	-	-	-	6	1.30-419.88-331.00-000-15	Grant - FAA AIP 3-41-0008-15	31,161	31,161	-	5
7	-	-	-	7	1.30-419.88-331.00-000-16	Grant - FAA AIP 3-41-0008-14	13,809	13,809	-	6
8	-	-	-	8	1.30-419.88-331.10-000-14	Grant - FAA AIP 3-41-0008-14 -10	-	-	-	7
9	-	-	-	9	1.30-419.88-335.00-000-14	GR - ODA - Rural Airports 14	-	-	-	8
10	-	-	-	10	1.30-419.88-335.00-000-10	GR - ODA - Rural Airports 10	-	-	-	9
11	-	-	-	11	1.30-419.88-380.00-000-00	Misc Revenue - BOK Grants	-	-	-	10
12	32,510	10,670	16,082	12	1.30-419.88-391.12-000-00	Tran In - 1.10 General Fund	18,627	18,627	-	11
13	-	-	-	13	1.30-419.88-399.01-000-00	Assigned Fund Balance	-	-	-	12
14	(49,625)	-	-	14	1.30-419.88-399.03-000-00	Restricted Fund Balance	7,900	7,900	-	13
15	31,911	106,691	16,082	15	TOTAL RESOURCES		243,031	243,031	-	14
16	-	-	-	16	Sal - Regular		-	-	-	15
17	-	-	-	17	TOTAL PERSONAL SERVICES		-	-	-	16
18	1,089	-	-	18	Pro Svcs - General		-	-	-	17
19	-	-	-	19	Advertising		-	-	-	18
20	-	-	2,500	20	Other Materials & Services		2,500	2,500	-	19
21	1,089	-	2,500	21	TOTAL MATERIALS & SERVICES		2,500	2,500	-	20
22	-	-	-	22	CAP-ODA PMP Project		-	-	-	21
23	(24,768)	-	-	23	CAP - FAA AIP 3-41-0008-11		-	-	-	22
24	52,590	-	-	24	CAP - FAA AIP 3-41-0008-12		-	-	-	23
25	-	-	-	25	CAP - FAA AIP 3-41-0008-13		-	-	-	24
26	-	-	-	26	CAP - FAA AIP 3-41-0008-14	Perimeter Fence	170,116	170,116	-	25
27	-	-	-	27	CAP - FAA AIP 3-41-0008-15	AGIS Obstruction	34,623	34,623	-	26
28	-	106,691	-	28	CAP - FAA AIP 3-41-0008-16		15,344	15,344	-	27
29	27,822	106,691	-	29	CAP - FAA AIP 3-41-0008-13 PH1		20,448	20,448	-	28
30	-	-	-	30	TOTAL CAPITAL OUTLAY		240,531	240,531	-	29
31	-	-	-	31	Tran To- Admin Svcs		-	-	-	30
32	28,911	106,691	2,500	32	TOTAL INTER-FUND TRANSFERS		-	-	-	31
33	3,000	(0)	13,582	33	TOTAL REQUIREMENTS		243,031	243,031	-	32
34	16,027	8,305	13,582	34	CONTRIBUTION TO/(FROM) FUND		-	-	-	33
					BOOKINGS AIRPORT FUND		-	-	-	34

Fund Summary

1. Total Personal Services.....	1	-	-	-	-	-	-	-	-	-
2. Total Materials and Services....	2	-	-	-	-	-	-	-	-	-
3. Total Capital Outlay	3	-	-	-	-	-	-	-	-	-
5. Total Transfers	5	-	-	-	-	-	-	-	-	-
6. Total Contingencies	6	-	-	-	-	-	-	-	-	-
9. Total Requirements	9	-	-	-	-	-	-	-	-	-
10. Total Resources Except Property T 10	10	-	-	-	-	-	-	-	-	-
		57,310	29,382			34,208	36,708			
		106,691	-			240,531	240,531			
		-	-			-	-			
		164,002	31,952			277,239	277,239			
		172,307	45,534			277,239	277,239			
		8,305	-			-	-			

6.13. Airport Management Agreements.

a. Responsibility Under Airport Management and Operations Agreements. Although the sponsor may delegate or contract with an agent of its choice for maintenance or supervision of operations, such arrangements do not relieve the sponsor of its federal obligations. Such arrangements also have a high potential for a conflict of interest where the tenant provides aeronautical services itself and at the same time can exercise some control over access and competition at the airport. Consequently, any agreement conferring such responsibilities on a tenant must contain adequate safeguards to preserve the sponsor's control over the actions of its agent. In addition, to avoid conflicts with a sponsor's federal obligations, the FAA strongly encourages a management contract to be a separate agreement from leases or airfield use agreements held by the agent of the sponsor. This makes the respective responsibilities for each activity clear, and also enables the sponsor to deal with a possible default in one activity (i.e., management agreement) without terminating a second, separate activity not subject to a default, such as an unrelated land lease.

b. Total Delegation of Airport Administration. In certain cases a sponsor may consider contracting with a private company for the general administration of a publicly owned airport. Whether this is done by lease, concession agreement, or management contract, it has the effect of placing a private entity in a position of substantial control over airport decisions that may affect the public sponsor's grant compliance. This kind of agreement should include provisions adequately protecting and preserving the owner's rights and powers to assure grant compliance.

c. Lease of Entire Airport. If the sponsor grants a lease for the entire airport, the lease will generally include the right to sublease airport property to third-party tenants for aeronautical services and development. In such cases, the lessee may have the right to conduct a commercial business on the airport directly and also to control the granting of such commercial rights to others. This situation creates a high potential for violating Grant Assurance 23, *Exclusive Rights*, unless mitigated, and the lease should provide for the sponsor to retain sufficient rights to prevent and reverse the granting of any exclusive rights on the airport.

d. Lease Terms that Protect the Sponsor's Rights and Powers. In cases where a management contract or general lease provides a private operator with the ability to make decisions on access by other aeronautical tenants, the inclusion of contract provisions similar to the following can assure that the public sponsor retains the ability to prevent a violation of the grant assurances:

(1). The lessee (second party, manager, etc.) agrees to operate the airport in accordance with the obligations of the lessor (public sponsor) to the federal government under applicable grant agreements or deeds. The lessee agrees to operate the airport for the use and benefit of the public; to make available all airport facilities and services to the public on fair and reasonable terms and without unjust discrimination; to provide space on the airport, to the extent available; and to grant rights and privileges for use of aeronautical facilities of the airport to all qualified persons and companies desiring to conduct aeronautical operations on the airport.

(2). The lessee/management firm specifically understands and agrees that nothing contained in the lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) and § 47107(a)(4).

(3). The lease/management agreement is subordinate to the sponsor's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the airport.

6.14. Airport Privatization Pilot Program.

a. Change of Sponsorship from Public to Private. Leases or sales under the airport privatization pilot program, 49 U.S.C. § 47134, transfer the federal obligation as well as the responsibility for operation, management, and development of an airport from a public sponsor to a private sponsor. These leases and sales also transfer the federal obligations to the private operator, although the FAA may require the public agency transferring the airport to retain concurrent responsibility for certain assurances if appropriate.

b. Exemption from Federal Obligations. As an incentive for public airport operators to consider privatization under the privatization pilot program, Congress authorized the FAA to exempt a sponsor from its federal obligations to repay federal grants, to return federally acquired property, and to use the proceeds from the sale or lease of the airport for airport purposes. At commercial airports, the use of proceeds for nonairport purposes is subject to the approval of 65 percent (65%) of the air carriers serving the airport. An agency record of decision identifies all the applicable exemptions. Exemptions under the privatization pilot program are issued by the Administrator. Public inquiries on the pilot program should be referred to the Airport Compliance Division, ACO-100.

6.15 Privatization Outside of the Airport Privatization Pilot Program.

a. General. Sale or lease of a public airport to a private airport operator is not prohibited by law, and the FAA may be requested to approve a transfer of ownership or operating responsibility of a public airport to a private operator without an application for participation in airport privatization pilot program. FAA review of a request for release of the public sponsor from its obligations and for approval of a private operator as the new sponsor is conducted in accordance with the general review procedures in paragraphs 6.7 and 6.11 of this chapter. This review is similar to the review of a transfer between public airport owners and does not involve the specific requirements and findings of 49 U.S.C. § 47134.

b. Private Operator as Airport Sponsor. A privatization of a public airport by sale or long-term lease is distinguished from a management contract by the fact that the private operator becomes the airport sponsor. The private operator is the applicant for grants and is directly responsible to the FAA for compliance with the conditions and assurances in those grants. As with transfers under the privatization pilot program, the FAA may require the public agency transferring the airport to retain concurrent responsibility for certain assurances if appropriate. For example, FAA may require a transferring public agency to maintain its ability to use its local zoning power to protect approaches to the airport.

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:** Liaison List for Commissioner Duties**AGENDA DATE^a:** 2017_01_18 **DEPARTMENT:** Commissioners **TIME NEEDED:** 15 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** T. Huxley **PHONE/EXT:** 3296 **TODAY'S DATE:****BRIEF BACKGROUND OR NOTE^b:** Re-establish Commissioners/Liaison list duties^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: (Select)**

(1)2016 Liaison List

(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:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

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 Court Boice **Yes** ☐ **No** ☐Commissioner Thomas Huxley **Yes** ☐ **No** ☐Commissioner Sue Gold **Yes** ☐ **No** ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



Curry County Board of Commissioners

Susan Brown, Chair
Tom Huxley, Vice-Chair
David Brock Smith, Commissioner

2016 Department Liaison List

Susan Brown

Brookings Airport
Commissioners' Office
Economic Development
Fair/4H & Ext. Service Dist.
Community Development
Public Transit
RSVP
Veteran's Services

Thomas Huxley

Assessor/Tax
Clerk
County Counsel
Finance/HR
Information Technology
Surveyor
Treasurer

David Brock Smith

District Attorney
Facilities Maintenance
Juvenile
Public Health
Parks
Roads

Other Liaison Responsibilities

Susan Brown

Ambulance
Border Coast Regional Airport
Authority
Citizens for Community
Involvement
Coordinated Care Organization
CCD Business Development
CCD Workforce Consortium
Emergency Food & Shelter Program
Public Services Advisory Committee
Reg. Solutions Team

Thomas Huxley

Board of Property Tax Appeals
Cable Franchise
Local Public Safety Coordinating
Council

David Brock Smith

Coos Curry Hazardous Waste
Curry Community Health
Natural Resource Adv. Comm.
Solid Waste Recycling
Wild Rivers Forestland
Collaborative
South Coast Business Employment
Corporation
O&C Board of Directors

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

FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Years of Service Award for Sgt. John Ensley 25 yrs**AGENDA DATE^a:** 1/18/17 **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)**CONTACT PERSON:** Sheriff Ward **PHONE/EXT:** 3322 **TODAY'S DATE:** 1/9/17 Revised**BRIEF BACKGROUND OR NOTE^b:** Recognition for twenty five years of Sheriff's Office service to the citizens of Curry County, OR^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Notice

- (1)Years of Service Award
(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:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: 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:** Presentations**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 Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Susan Gold Yes ☒ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☒

YEARS OF SERVICE

Curry County hereby recognizes:
Sergeant John Ensley

For 25 years of Sheriff's Office service to the citizens of Curry County,
Oregon

JANUARY, 1992 - JANUARY, 2017


John Marsh, Sheriff

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

FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Oasis Shelter Home -s Presentation:**AGENDA DATE^a:** 1/18/2017 **DEPARTMENT:** Commissioner **TIME NEEDED:** 20 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Tom Huxley **PHONE/EXT:** 3213 **TODAY'S DATE:** 1/10/2017**BRIEF BACKGROUND OR NOTE^b:** Presentation by Lea Sevey, Oasis Shelter Home, Inc. Short PowerPoint presentation on who they are and what they do. Oasis has been serving survivors of domestic and sexual violence for over twenty years.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: (Select)**

(1)PowerPoint Presentation

(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:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

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:** Presentations**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 Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☒ No ☐Commissioner Susan Gold Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



**Who we are
and
What we do**

Oasis History

Oasis was founded in 1992 and opened for service in 1995. This 2 story home was donated and moved to its current location.



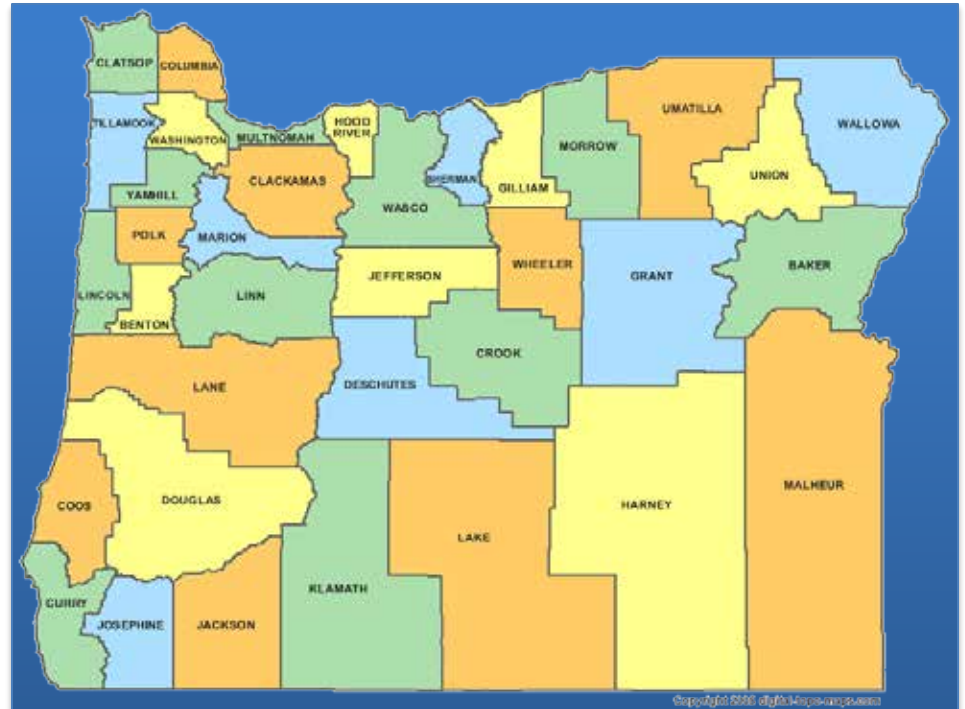
The former Presbyterian manse proposed to be the Oasis Shelter Home has sat like this for more than a year on a city-owned lot on Leith Road across from the Moose Lodge. The neighbors want something done about it. The City of Gold Beach, which gave a free 99 year lease of the lot to the shelter home, has moved to cancel the lease for non-performance.



The former Presbyterian manse moved to a new home east of Curry General Hospital last week. The move from behind the old primary school onto Highway 101 shut down all four lanes of traffic. The building was donated to Oasis shelter home by the church and the City of Gold Beach donated a 99 year lease on a city owned lot on Fourth St. across from the Moose Hall. Wayne Griffin, Portland, was the mover and Bob Ray did the actual towing. Griffin also moved the Turner Auto Parts building.

Our Region (Oregon South Coast)

- Oasis Shelter Home is the only emergency shelter between Coos Bay and Crescent City (150-mile stretch). It's the only 'safe house' from Coos Bay to Eureka (220 miles).
- We are on the national registry of hotlines and receive calls from all across the U.S.
- Approximately 70% of our shelter residents lived in Oregon prior to coming into our shelter. Of those about 35% are from the South Coast.



Mission Statement

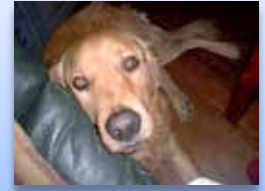
“Through shelter, advocacy, and education, we empower victims of domestic violence, sexual assault, and resulting homelessness, to achieve a life free from abuse.”

General Services

- We respond in person and via telephone to assist victims;
- We provide emergency sheltering;
- We go to the hospitals or on scene (when requested) to meet with victims of domestic & sexual assault;
- We provide information, emotional support and make warm hand offs to other agencies;
- We help people navigate the legal and court system;
- We work cooperatively with other service providers, state agencies, law enforcement;
- We help people fill out restraining order and other forms.



Oasis is pet friendly



Oregon
counties that
have domestic
violence
emergency
shelters
allowing pets:
Coos, *Curry,
Hood River,
*Klamath,
Lincoln, and
Washington.



We are one of 6 shelters in Oregon that
allows pets. *We are one of 2 that allow
them inside the shelter at night.*



SANE Training for Curry County

TRAINING TO COME SPRING OF 2017

"SANE" Sexual Assault Nurse Examiner

The training is not just for nurses – its for all 1st responders and anyone who works with vulnerable populations.

- Sexual assault is a widespread problem
- It can happen to anyone, any age in any area of society
- It is hugely underreported

April is Sexual Assault Awareness Month

**SATF Oregon** Attorney General's Sexual Assault Task Force

SANE 40-Hour Training Curry County 2016

The Oregon Sexual Assault Task Force (SATF) received federal funding to increase the capacity and sustainability of SANE-SAEs practicing in Curry County.

In collaboration with Oasis Shelter Home, Curry Health Network, and the Curry County District Attorney's Office, we are offering the following training at no cost for RN's and LIPs practicing in Curry County:

- 40-hour Didactic Training (Adult/Adolescent)
- Mock Exam Training
- Mock Trial Training
- Quarterly Webinars
- SART Training and Technical Assistance



Description:
This 40 hour didactic training is open to anyone who has had at least 2 years of experience as a registered nurse. This hands on training encompasses all aspects of becoming a certified Sexual Assault Nurse.

Registration will open in the Summer of 2016.
For more information about the project, please contact kirstin@oregonsatf.org

Oregon 40-hour SANE Training Topics:

- Obtaining medical history from a sexual assault patient
- Conducting a physical examination specific to the medical history
- Documenting injury
- Collecting and preserving evidence
- Using the O-SP Crime Lab Sexual Assault Forensic Evidence (SAFE) Kit
- Providing prophylactic medications (viral, emergency contraception)
- Treating and/or referring patients for medical treatment
- Working as part of a victim-centered, multidisciplinary response

Project Timeline:
2016: 40-hour SANE
2017: Mock Exams & Webinars
2018: Mock Trial & Webinars

Other Activities

- Dating Violence Prevention classes
- Community building
- Grant partnerships
- Human Trafficking awareness classes
- Support groups
- Radio spots



Healthy relationships



support your wellbeing.



Statistics for 2015

- We received 927 calls for help with domestic & sexual violence.
 - 868 calls related to domestic violence
 - 16 calls related to stalking
 - 59 calls related to sexual assault
- We housed 58 individuals and half of all the beds during the year were filled by children.
- Over 75% of shelter stays were for more than 31 nights
- We were at or near capacity the majority of the year. The lowest month was January with an average of 7 people in shelter.



We opened a new Outreach / Admin office February of 2016 in the Gold Rush Building in Gold Beach.

★ We want to expand our services and create housing and opportunities for people to live and work in Curry County. We came very close to buying a 10 bedroom house in Gold Beach to do just this but an offer was made just before ours. Please help us find a suitable location at an affordable price – in Gold Beach or Brookings. ★

Opportunities To Help

- Volunteer for a fundraiser
- Friend us on Facebook
- Distribute our flyers
- Make a Pledge to give annually (its tax deductible)
- Become an Ambassador



Contact us: 541-425-5238 Business office. (You can also message us on Facebook)
Or email to lea.s@oasisshelterhome.org

Crisis Hotline: 800-447-1167 or 541-247-7600

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

FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** USFS Agreement Modification for Service in BLM Grant**AGENDA DATE^a:** 1/18/2016 **DEPARTMENT:** BOC **TIME NEEDED:** 2 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Summer **PHONE/EXT:** 3215 **TODAY'S DATE:** 1/9/2016**BRIEF BACKGROUND OR NOTE^b:** The original performance period ended 12/31/2016. An active date is needed to process payment for services provided by USFS against BLM Grant #L14AC00220.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)OMB 0596-0217 Modification of Agreement

(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:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: 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:** Consent Calendar**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 Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Susan Gold Yes ☒ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

**MODIFICATION OF GRANT OR AGREEMENT**

PAGE OF PAGES

1

3

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 15-CO-11061000-029		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 1
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Rogue River Siskiyou National Forest 3040 Biddle Road, Medford, OR 97504		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Rogue River Siskiyou National Forest 3040 Biddle Road, Medford, OR 97504	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Curry County ATTN: Summer Matteson-Kinney 94235 Moore Street, Suite 122 Gold Beach, OR 97444		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: Extend expiration date from 12/31/2016 to 3/31/2017
<input type="checkbox"/>	CHANGE IN FUNDING:
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Correct billing contact information (see line 9) and remove Julie Schmelzer as a Cooperator contact from Provision IV. A.
<input type="checkbox"/>	OTHER (Specify type of modification):

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full
force and effect.****9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):**

Provision III.A -- Billings must be sent to:

Summer Matteson-Kinney, Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444
Phone: 541-247-3215
Email: mattesons@co.curry.or.us

Remove Julie Schmelzer as cooperator contact under Provision IV. A. and update to Summer Matteson-Kinney.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF
THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED
GRANT/AGREEMENT.

11. A. CURRY COUNTY SIGNATURE		11. B. CURRY COUNTY SIGNATURE	
TOM HUXLEY, Chair, Board of County Commissioners	DATE SIGNED	SUE GOLD, Vice-Chair, Board of County Commissioners	DATE SIGNED
11. C. CURRY COUNTY SIGNATURE		11. D. U.S. FOREST SERVICE SIGNATURE	
COURT BOICE, Commissioner, Board of County Commissioners	DATE SIGNED	ROBERT G. MACWHORTER, Forest Supervisor, Rogue River Siskiyou National Forest	DATE SIGNED



USDA Forest Service

OMB 0596-0217
FS-1500-19

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

12.B. DATE
SIGNED

01/09/2017



JUDITH M. LANG (15-CO-11061000-029, MOD 1)
U.S. Forest Service Grants & Agreements Specialist



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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

FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Mental Health Director's Designee**AGENDA DATE^a:** 1/18/2017 **DEPARTMENT:** Curry Community Health **TIME NEEDED:** Consent Calendar^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Erin Porter **PHONE/EXT:** 541-425-1643 **TODAY'S DATE:** 12/23/2016**BRIEF BACKGROUND OR NOTE^b:** Curry Community Health will need an official copy for personnel records^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: (Select)**

- (1) BOC Director's Designee Form
(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:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: 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:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail) Appointees legally authorized to act under statute**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Susan Gold Yes ☒ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

IN AND FOR THE COUNTY OF CURRY, OREGON

Court Boice, Commissioner

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the matter of an Order)
Designating Certain)
Employees to Take Action) Order No. _____
Authorized by ORS 426.233)
Following Probable Cause)

Based upon the recommendation of the Curry Community Health's Mental Health Director, the Board of Curry County Commissioners hereby orders as follows:

That *Charles Majuri* is authorized to take one of the actions listed in ORS 426.233(1)(b) when the Mental Health Director has probable cause to believe a person:

- (A) Is dangerous to self or to any other person and is in need of immediate care custody, or treatment for mental illness; or
- (b)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127, or trial visit under ORS 426.273; and
- (ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody, or treatment for mental illness.

Dated this 18th day of January, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Huttl
Curry County Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

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

FORM 10-001.1 Rev. 01-04-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Order Correcting Scrivener's Error on Order No. 20364**AGENDA DATE^a:** 2017_01_18 **DEPARTMENT:** Personnel **TIME NEEDED:** 2 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J. Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 01-05-17**BRIEF BACKGROUND OR NOTE^b:** Order Corrects Error on Order No. 20364 re Reclassification of A. Voudy-Veterans' Services Officer Salary Range/Compensation^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Order No. 20364

(2)Scrivener's Error Order

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☐ Send Printed Copy to:☐ Email a Digital Copy to:☐ Other

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

^cNote: 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:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☒
(If Yes, brief detail) Corrects scrivener's error**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Susan Gold 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 Order)	
Correcting a Scrivener's)	
Error in Order No. 20364)	ORDER NO.
Approving Reclassification)	
of Veterans' Services Officer)	
Anthony Voudy)	

WHEREAS, on November 16, 2016 the Board of Curry County Commissioners adopted Order No. 20364, for the reclassification of Veterans' Services Officer Anthony Voudy; and

WHEREAS, paragraph three in Order No. 20364 states "**WHEREAS**, after reviewing the options it is the recommendation of Veterans Department Liaison Commissioner Susan Brown that the position of Veterans Services Officer Salary Range E-9, Step B, at \$3360 month and currently filled by Anthony Voudy, be re-classified as Salary Range N-8, Step B, at \$3360 per month"; and

WHEREAS, paragraph three in Order No. 20364 should have read " after reviewing the options it is the recommendation of Veterans Department Liaison Commissioner Susan Brown that the position of Veterans Services Officer Salary Range E-8 Step B.5 at \$3445 per month be changed to N-8 Step B.5 at \$3445 per month; and

NOW, THEREFORE IT IS HEREBY ORDERED that this Scrivener's error Order corrects Order No. 20364 to reflect the above language.

DATED this 18th day of January, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Approved as to Form:

Sue Gold, Vice Chair

John R. Hutt
Curry County Legal Counsel

Court Boice, Commissioner

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

FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** County Surveyor Annual Report**AGENDA DATE^a:** Jan. 18, 2017 **DEPARTMENT:** Surveyor **TIME NEEDED:** 2 mins.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Reily Smith **PHONE/EXT:** 3225 **TODAY'S DATE:** Jan. 10, 2017**BRIEF BACKGROUND OR NOTE^b:** Dept. activity in 2016 and goals for 2017.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Letter

(1)Annual Repor

(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:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

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 Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Susan Gold Yes ☒ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

CURRY COUNTY SURVEYOR'S OFFICE

Annual Report For 2016

INTRODUCTION:

STRATEGIC PLAN:

- MISSION STATEMENT
- GOALS AND OBJECTIVES

GENERAL INFORMATION:

- BUDGET TRENDS
- PUBLIC OUTREACH

GENERAL FUND:

- PUBLIC RECORD SYSTEM
- DEVELOPMENT REVIEW
- RECORD OF SURVEY REVIEW
- GENERAL FUND GOALS FOR 2016

PUBLIC LAND CORNER PRESERVATION FUND

- GENERAL
- WORK COMPLETED IN 2016
- GOALS FOR 2017

INTRODUCTION

This report is part of the continuing effort of the Curry County Surveyor's Office to provide information to the County Commissioners and the citizens of Curry County, detailing the activities of the calendar year 2016, together with the goals for the coming year.

This report is organized into three subject areas:

1. General Information about the office – contains information about budget trends, our public outreach effort and our staff.
2. General Fund activities are usually mandated by Oregon Law that is supported by user fees and property taxes. General Fund work typically involves the review and filing of survey maps; review and approval of partition, subdivision and condominium plats; a public records research center; and assisting the public in finding information.
3. Cornerstone Preservation Fund activities are supported by a fee charged at the time of recording documents conveying an interest in real property. These activities involve maintaining, preserving and reestablishing the location of the original survey monuments that were established by the Federal Government for the settlement of Oregon. In almost all cases, these corners govern the location of all privately and public held land. In addition to preserving the ownership rights of land and assuring the integrity of land descriptions and surveys, the corners benefit the ongoing county GIS project.

It is the goal of this report to be informative while helping create an understanding of the Office of the County Surveyor and to provide a vision for next year and beyond.

I welcome your questions and comments regarding this report or any other aspect of the County Surveyor's Office. You may direct them to Reily Smith, Curry County Surveyor, 94235 Moore Street, Suite 114, Gold Beach, Oregon, 97444 or email to smithr@co.curry.or.us, or telephone: office – 541-247-3225, cell: 541-425-0615.

Respectfully yours,

Reily H. Smith, PLS
Curry County Surveyor

STRATEGIC PLAN

OUR MISSION

- Provide the citizens of Curry County with professional surveying expertise, advice, document maintenance and performance of our duties as required by the Oregon Revised Statutes.

OUR OBJECTIVE

- To operate a quality survey records library and research facility. Provide easy access to all of these records.
- To provide the review of surveys in a professional, accurate and timely manner.
- To provide the review of developments (subdivisions, partitions and condominiums) in a professional, accurate and timely manner, serving the development community, while assuring that the property rights of the citizens of Curry County are protected.
- To remonument and protect the public land survey corners (section corners, one-quarter section corners, Donation Land Claim Corners, etc.) originally placed by the General Land Office (Federal Government). Maintain accurate records of monuments and rehabilitation work.
- To assure that the staff is well trained, efficient and customer oriented in the process of carrying out our mission.
- To provide exceptional customer service and public relations.

GENERAL INFORMATION

BUDGET TRENDS:

Revenue from Cornerstone Preservation Fund []

Revenue from map sales, fees & misc. [[]]

Revenue from General Funds { }

2007-2008 = [\$75,500] (Last year of real estate “boom”)

[[\$45,692]]

{ -\$8,003 } (returned money to general fund)

Total budget: \$113,189

2008-2009 = [\$55,300]

[[\$23,042]]

{ \$23,229 }

Total budget: \$101,571

2009-2010 = [\$60,000]

[[\$37,931]]

{ \$6,127 }

Total budget: \$104,058

2010-2011 = [\$45,000]

[[\$18,479]]

{ \$41,660 }

Total budget: \$105,139

2011-2012 = [\$40,000] (Jerry Floyd resigned – begin reduced hours)

[[\$ 8,536]]

{ \$22,255 }

Total budget: \$70,791

2012-2013 = [\$27,130]

[[\$10,082]]

{ \$15,442 }

Total budget: \$52,654

2013-2014 = [\$48,530]

[[\$12,142]]

{ \$11,835 }

Total budget: \$72,507

2014-2015 = [\$22,721]

[[\$19,239]]

{ \$14,929 }

Total budget: \$56,889

2015-2016 = [\$36,000] (Adopted budget 6/30/16)

[[\$16,100]]

{ \$13,766 }

Total budget: \$65,866

2016-2017 = [\$45,000] (Adopted by Governing Body)

[[\$13,500]]

{ \$14,678 }

Total budget: \$73,178

The Surveyor's Department is striving to have all the existing (and new available information) on the new website before the beginning of the new fiscal year in July 1, 2017. With the anticipated budget crunch, we will strive to maintain the current level of services without receiving any general revenue funds.

PUBLIC OUTREACH:

Public outreach has been difficult with our limited work time. The County Surveyor, or Department Specialist tries to always be in the office on Tuesdays, Wednesdays and Thursdays from 9:00 am to 3:00 pm. Please call to arrange an appointment to meet at other times, if necessary. The County Surveyor is limited to fewer hours because of the budget.

The primary effort in 2016 has been enhancing the Surveyor's Web Page on the County Web Site and building new information to be loaded on the new website (with its larger capacity). We have information ready to load on the new website with links to over 40 sources of information.

On a normal day, we have about 2 to 5 telephone inquiries and try to provide any information the caller requests or help with how to proceed to find an answer. Since we have almost all of the survey information on-line now, we only have 1 to 4 walk-ins each day. About a dozen email inquiries each week are also attended to. Time spend with each individual probably averages at least 20 minutes and sometimes hours. Assistance with research, general survey inquiries, printing maps and answering questions relating to County Procedures are provided.

The County Surveyor gave one presentation to the Curry County Realtors Group introducing them to the online services provided by our department.

PUBLIC RECORDS SYSTEM:

The existing method of indexing our public records is a very outdated manual system which consists of a paper index on County Tax Maps, which leads to a paper copy of the record and ultimately another paper copy generated for the user. We still maintain this paper record, but it has been scanned and put on line now. The same applies to the various maps and much of the other information.

We will continue to digitize additional information with several back-up systems to protect this vital public information of our land records.

We have found that the process of digitizing the information naturally leads to better access & availability. Analysis of this information also indicates areas where work is needed to improve the record keeping systems.

DEVELOPMENT REVIEW:

The County Surveyor is mandated by Oregon Revised Statutes (ORS) Chapter 92 to review and approve subdivision, partition and condominium plats prior to the sale of the new land parcels to the public. The purpose of this review and approval is to provide reasonable assurance to the purchasers that these parcels of land are free of defects relating to the actual plat.

The preparation of a plat for recording is a complex and detailed process. The County Surveyor's Office plat review process checks the mathematical data, the field surveying accuracy, encroachments that may have an effect on boundaries, the accurate depiction of the existing and proposed easements, restrictions to the plat and that the boundary survey has been determined using appropriate existing monumentation and rationale.

Having a well-prepared and reviewed plat is in the best interest of the developer, financier, title insurance company, plat surveyor, realtor, and most importantly, the purchasers and future purchasers of the parcels being created.

6 Partition Plats were reviewed and recorded in 2016.

MAP OF SURVEY REVIEW:

The County Surveyor's Office is mandated by Oregon Revised Statutes (ORS) Chapter 209 with reviewing and filing of maps of surveys performed in the county. The purpose of these reviews is to ensure compliance with the minimum surveying standards outlined by ORS 209.250 and to create a public record of surveys and monuments set.

55 Maps of Survey were reviewed and filed in 2016.

GOALS FOR 2017:

The following goals, utilizing fees only, are planned for 2016:

- Continue to assist with the development of a new and improved County GIS system, as requested.
- Continue to maintain reasonable turnaround times for plat and survey review work.

- Continue with public outreach efforts through involvement with customer service, professional organizations and our web site.
- Continue to maintain an experienced, well trained, pleasant, and understanding staff.
- Continue to organize maps, old private & county surveyor information in the backrooms to search for and utilize this important reference data.

PUBLIC LAND CORNER **(CORNERSTONE) PRESERVATION FUND**

GENERAL:

In 1986, the Curry County Board of Commissioners approved an ordinance establishing the Public Land Corner Preservation Account, (commonly called the “Cornerstone Preservation Fund” today) to preserve and protect the location of thousands of corners (outside of National Forest Land) set by the Federal Government beginning in 1851. This fund is statutorily dedicated and is financed by a fee of \$10 collected at the time of recording any document containing an interest in real property. Oregon Law provides that this “fund shall be used only to pay expenses incurred and authorized by the County Surveyor in the establishment, reestablishment and maintenance of corners of government surveys.”

WORK IN 2016:

Public Land Survey Corner information does little good if it is not available. Most of the work for this funding was office work involving:

- All remaining unfiled maps were indexed and scanned (when possible) for reference. A number of rolled maps that were too large to scan were reviewed, indexed and put in an Excel file for ease of research.
- Almost all of the old County Surveyor Public Land Survey Corner work was indexed and put on line for research (Volume 1 still needs work). These Corner Records are in 3 different online locations.
- County Surveyor work books from 1878 to the 1930’s were also scanned and put on line (one book will have to wait for the new website).
- Two young graduate foresters and want-to-be surveyors (Cody and Quincy Coons – brothers) have been working on an occasional basis searching for and rehabilitating Public Land Survey Corners.

PUBLIC LAND CORNER FUND GOALS FOR 2017:

- All BLM maps and relevant maps of survey will be gone through to make sure Corner Records have been prepared for all located Public Land Corners located or relocated since the early 1900’s.
- Continued field work by the 2 young surveyors locating and rehabilitating monuments.
- All BLM maps & notes will be put on the new website.

- With the increased capacity of the new website, we will be able to put links to Charlie Echols scanned maps on line.
- With the new website, we will be able to update all indexes and maps.

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:** December 2016 Community Development Activity Report**AGENDA DATE^a:** 1/18/2017 **DEPARTMENT:** Community Development **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)**CONTACT PERSON:** Carolyn Johnson, Community Development Director **PHONE/EXT:** 3228 **TODAY'S DATE:** 1/9/2017**BRIEF BACKGROUND OR NOTE^b:**^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: (Select)**

- (1) Activity Report
(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:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: 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 Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



Community Development Department December 2016 Activity Report

Building Permits: 25 Permits issued
Building Inspections: 64
November revenue: \$19,609.05
Phone/counter: 200 calls/visits

Planning Permits:

- 5 Land Use Compatibility Statements
- 10 Planning Clearance reviews
- 2 new addresses
- 1 property line adjustment

Administration

- Preparation of November activity report
- Conferral with various staff regarding code enforcement administration.
- Interface with Gold Beach Planner on planning permits
- Participated in GIS meeting
- Participated in new county web site meetings
- Participated in new county audio video system meetings
- Ongoing work related to hiring efforts for Building Official position and building inspection services.
- Phone and e-mail discussions with potential intern for summer work related to update of the Comprehensive Plan

Economic Development

- SCDC meeting participation
- Brookings airport interface with Commissioner liaison
- County Enterprise Zone - Interface with CCD regarding a Curry County Enterprise zone, working with County Road department on map preparation, preparation of information for meeting with interested agencies, participation in meeting with interested agencies, preparation of BOC staff report and presentation to the Board at a public hearing.

Development Projects

- Ongoing interface with contract and regular staff regarding development applications.

Long Range Planning

- Zoning Ordinance amendments - Prepared staff reports, code amendments and information for two December 2016 Board of Commissioner meetings for planning procedures and conditional uses sections of the Zoning Code.
- FEMA mapping project - Phone and face to face meetings with DLCD and FEMA staff regarding upcoming FEMA mapping project, putting together project logistics, reviewing mapping options, conferring with City staffers, establishing a tentative project schedule.

Community Development Department December 2016 Activity Report