



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday September 6, 2017 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

AGENDA

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

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. AGENDA AMENDMENTS (5 minutes)

- A. Supplemental Budget Veteran (10 minutes) -- Administrative Actions
- B. Agreement with State of Oregon Department of Transportation (ODOT) Chetco Road Slide (3 minutes) -- Administrative Actions

3. APPROVAL OF AGENDA

4. ANNOUNCEMENTS (5 minutes)

- A. Introduction of Interim Administrator John Hitt (10 minutes)
- B. Dave Barnes Honey and Oregon State Fair: 1st place Light; 3rd place Dark; Best of Show Whole Hive
- C. September 13, 2017 Board of Commissioners' Workshop at 8:30AM Head Start, 10AM Forest Plan, and Public Educational and Government (PEG) time permitting -- Commissioners' Hearing Room
- D. September 20, 2017 Board of Commissioners' General Meeting at 10:00AM – Commissioners' Hearing Room
- E. September 27, 2017 Board of Commissioners' Workshop at 10:00AM Floras Lake Property– Commissioners' Hearing Room

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

6. APPROVAL OR CORRECTION OF MINUTES OF PREVIOUS MEETING(S)

- A. None

7. CONSENT CALENDAR

- A. Criminal Fine Account (CFA) Victims of Crime Act (VOCA) Non Competitive (NC) 2017 2019 (10 minutes)
- B. Personnel Actions done by Appointing Authorities (3 minutes)
- C. Bid Award - Jerry's Flat Grinding Project 2017 with Signatory Authority to the Roadmaster (2 minutes)

8. PUBLIC HEARING AT 11:00AM

- A. Hwy 101 Corridor Amendment to Curry County Comprehensive Plan Chapter 12 – Transportation (45 minutes)
- B. Allcare Grant
 - 1. Oregon Resources Research & Education Center (ORREC) Presentation (15 minutes)
 - 2. Shower

9. ADMINISTRATIVE ACTIONS/APPOINTMENTS

- A. Order Initiating Title III projects (10 minutes)
- B. Appointment to the Curry County Planning Commission (10 minutes)
- C. 2017-18 Budget Appropriations Transfer Community Development(10 minutes)

10. PRESENTATIONS

- A. None

11. PROCLAMATIONS / RESOLUTIONS / LEGISLATIVE ACTIONS

- A. Resolution Proclaiming the month of October, 2017 as Bully Prevention Month (5 minutes)
- B. Resolution Proclaiming the month of September, 2017 as Suicide Prevention and Awareness Month (5 minutes)

12. NEW BUSINESS

- A. None

13. OLD BUSINESS

- A. Ordinance Amending the Curry County Code No. 96-7 - Second Reading (15 minutes)
- B. Discussion Transfer of Property with Curry Community Health (10 minutes)
- C. Agreement - Curry County and SEIU Local Union No. 503 (10 minutes)
- D. Current Overview - Brookings Head Start Grant - Project No. C14014 (30 minutes)

14. COMMISSIONER UPDATES/LIASON & DEPARTMENT ACTIVITY REPORTS

15. EXECUTIVE SESSION

16. ADJOURN

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](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Introduction of Interim Administrator John Hitt

AGENDA DATE^a: 09/06/2017 **DEPARTMENT:** BOC **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: T Huxley **PHONE/EXT:** 3296 **TODAY'S DATE:** 08/25/2017

BRIEF BACKGROUND OR NOTE^b: The Board of Commissioners has a contract with the Prothman Employment Agency to provide Interim County Administrator services. Under that Contract, Prothman has hired and is providing to Curry County the services of John Hitt. John has years of experience, and we are pleased to have him serve as Curry County's first Interim County Administrator.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (1) Press Release
- (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: **Announcements**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Thomas Huxley Yes No
- Commissioner Sue Gold Yes No
- Commissioner Court Boice Yes No

Not applicable to Sheriff's Department since they do not have a liaison

Press Release

**FOR IMMEDIATE RELEASE
AUGUST 26, 2017**

**JOHN HITT JOINS CURRY COUNTY AS
INTERIM CURRY COUNTY ADMINISTRATOR
ON TUESDAY, SEPTEMBER 5, 2017**

With twenty-five years of experience working with an array of communities, John is skilled and experienced in organizational and economic development, management, leadership and communication. John will work under the direction of the Curry County Board of Commissioners.

Join the Board in welcoming John at a meet and greet in the Board of Commissioner's office area at 9 AM on Wednesday, September 6, 2017. The Board office is located on the main level of the County Annex at 94235 Moore Street. All are welcome.

Questions? Contact the BOC office at 541-247-3296.

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: VOCA/CFA-NC 2017-2019

AGENDA DATE^a: 9/6/2017 **DEPARTMENT:** DAVAP **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: Christine Mather **PHONE/EXT:** 3289 **TODAY'S DATE:** 8/25/2017

BRIEF BACKGROUND OR NOTE^b: Crucial funding for Victim's Assistance, renewal non-competitive application, signature authority to Everett Dial.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Grant

- (1) Unsigned/ Non-Submitted VOCA/CFA-NC 2017-2019 Application
- (2) Examples of Letter of Authorization/Certificate of Non-Supplanting

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) Increase in funding.
- 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:
Email:

Due date to send: / /

^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) Grant agreement

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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

A. Cover Page

1. Organization Certification

By checking the following boxes, I hereby certify the following:

- ✓ The Organization Information page is complete and accurate. If appropriate, CVSD has been contacted to make any changes.
- ✓ All new agency personnel working on this application have been added to the organization and the application.
- ✓ All personnel no longer associated with this agency have been deactivated in the system.
- ✓ A current (within the last 2 years) Civil Rights Training Certification has been uploaded on the Civil Rights Training Certification page under Organization Details within My Organization.
- ✓ My program will send at least one representative to each applicable required training event hosted by CVSD (i.e. Directors' Day, ODAA, or MDT Day)

2. Applicant Information

a. Applicant Agency's Legal Name & Mailing Address:

Curry County, acting by and through its District Attorney's Office
 94235 Moore Street #232
 Gold Beach, OR 97444
 Phone: 5412473289
 Fax: 5412476680

b. Physical Address (If different than the mailing address):

c. County: Curry County

d. Additional county(ies) served:

e. Congressional District(s) served: * 1 2 3 ✓ 4 5 [Click here to view map](#)

f. Federal ID #: 93-6002291

g. Federal DUNS #: 054973953

h. SAM Expiration Date: * 12/19/2017

i. Contact Person - The individual who is responsible for the day to day management and program reporting:

Christine Mather

j. Contact Information:

k. Fiscal Contact - The individual who prepares the financial reports for the grant based on agency fiscal records:

Christine Mather

l. Fiscal Contact Information:

m. Fiscal Officer - The individual who has signature authority for financial reporting for the agency. CVSD will assume that all financial reports submitted in E-Grants have been approved by the Fiscal Officer as a true and accurate representation of grant expenditures.

everett dial

n. Fiscal Officer Information:

o. Website Address:

3. Implementing Agency Type: *

a. Government Agencies Only: Which designation best describes your government agency

A. Cover Page

(select one response)?

Law Enforcement

Prosecutor - County District Attorney

Prosecutor - City Attorney

Other Government Agency (please specify):

b. Nonprofit Organizations Only: Which designation best describes your nonprofit organization (select one response)?

Child Abuse Service Organization (e.g., Child Advocacy Center)

Domestic and Family Violence Organization

Faith-Based Organization

Organization Provides Domestic and Family Violence and Sexual Assault Services

Organization by and/or for Underserved Victims of Crime (e.g., Drunk Driving, Homicide, Elder Abuse)

Sexual Assault Services Organization (e.g., Rape Crisis Center)

Multiservice Agency

Other Nonprofit Organization (please specify):

c. Campus Organizations Only: Which designation best describes your campus organization (select one response)?

Campus-Based Victims Services

Law Enforcement

Physical or Mental Health Service Program

Other Campus Organization (please specify):

4. Application to receive the following funds and serve the following VOCA priority category(ies) (completed by CVSD): *

CFA Funds

GFCMA Funds

VOCA Funds

Domestic Violence

Sexual Assault

Child Abuse

General Victim Assistance

Underserved

5. Staff Information

a. Total paid FTE staff for agency's victimization program/services: 1.95

b. Total staff FTE funded through this VOCA award (plus match): 1.6

6. Program Income

Grantees interested in collecting program income from VOCA grant funds should carefully review the [CVSD Program Income policy](#) and consider whether they will be able to fully comply with all requirements.

We are requesting permission to earn program income with the VOCA grant funds included in this application.

A. Cover Page

7. VOCA Expansion Funding

- ✓ Our program is applying for expansion funding for a juvenile, restitution, and/or post-conviction project.

B. Services Checklist

1. Identify the victims to be served through this VOCA funded project (check all that apply):*

- ✓ Adult Physical Assault (Includes Aggravated and Simple Assault)
 - ✓ Adult Sexual Assault
 - ✓ Adults Sexually Abused/Assaulted as Children
 - ✓ Arson
 - ✓ Bullying (Verbal, Cyber or Physical)
 - ✓ Burglary
 - ✓ Child Physical Abuse or Neglect
 - ✓ Child Pornography
 - ✓ Child Sexual Abuse/Assault
 - ✓ Domestic and/or Family Violence
 - ✓ DUI/DWI Incidents
 - ✓ Elder Abuse or Neglect
 - ✓ Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other (Explanation Required)
 - ✓ Human Trafficking: Labor
 - ✓ Human Trafficking: Sex
 - ✓ Identity Theft/Fraud/Financial Crime
 - ✓ Kidnapping (non-custodial)
 - ✓ Kidnapping (custodial)
 - ✓ Mass Violence (Domestic/International)
 - ✓ Other Vehicular Victimization (e.g., Hit and Run)
 - ✓ Robbery
 - ✓ Stalking/Harassment
 - ✓ Survivors of Homicide Victims
 - ✓ Teen Dating Victimization
 - ✓ Terrorism (Domestic/International)
 - ✓ Violation of a Court Order
- Other

If other, please describe:

2. Check the services to be provided by this VOCA funded project (check all that apply):***a. Information & Referral**

- ✓ Information about the criminal justice process
- ✓ Information about victim rights, how to obtain notifications, etc.
- ✓ Referral to other victim service programs
- ✓ Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

b. Personal Advocacy/Accompaniment

- ✓ Victim advocacy/accompaniment to emergency medical care
- ✓ Victim advocacy/accompaniment to medical forensic exam
- ✓ Law enforcement interview advocacy/accompaniment
- ✓ Individual advocacy (assistance in applying for public benefits, return of personal property or effects)
- Performance of medical or nonmedical forensic exam or interview or medical evidence

B. Services Checklist

collection

Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)

- ✓ Intervention with employer, creditor, landlord, or academic institution
- ✓ Child and/or dependent care assistance (includes coordination of services)
- ✓ Transportation assistance (includes coordination of services)
- ✓ Interpreter services

c. Emotional Support or Safety Services

- ✓ Crisis intervention (in-person, includes safety planning, etc.)
- ✓ Hotline/crisis line counseling
- ✓ On-scene crisis response (e.g., community crisis response)

Individual counseling

Support groups (facilitated or peer)

Other therapy (traditional, cultural, or alternative healing; art, writing, or play therapy; etc.)

- ✓ Emergency financial assistance (includes emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and nonprophylactic meds, durable medical equipment, etc.)

d. Shelter/Housing Services

Emergency shelter or safe house

Transitional housing

Relocation assistance (includes assistance with obtaining housing)

e. Criminal/Civil Justice System Assistance

- ✓ Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)
- ✓ Victim impact statement assistance
- ✓ Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)

- ✓ Civil legal assistance in obtaining protection or restraining order

Civil legal assistance with family law issues (e.g., custody, visitation, or support)

- ✓ Other emergency justice related assistance

Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)

- ✓ Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)

- ✓ Law enforcement interview advocacy/accompaniment

- ✓ Criminal advocacy/accompaniment

Other legal advice and/or counsel

f. Assistance in Filing Compensation Claims

- ✓ Assists potential recipients in seeking crime victim compensation benefits *

D. Staff Roster

In order to complete and/or edit your Staff Roster, please go to your "My Organization" page, and then "Organization Details."

Staff Rosters now include uploaded job descriptions as well as training and other information.

Training Requirements:

·Direct service staff, volunteers and members of the board of directors with direct responsibility for domestic violence and sexual assault programs must attend training that meets the requirements adopted by the Department of Human Services ("DHS) Advisory Committee:

http://www.doj.state.or.us/victims/pdf/dvsa_training_requirements.pdf.

·Grant-funded staff who provide direct services to all victims of crime must complete Oregon Basic State Victim Assistance Academy (SVAA) training during the first year of the grant cycle:

<http://www.oregonvictims.org/basic-svaa>.

·Child Abuse Intervention Centers and Special Population organizations may alternatively submit a 40-hour training plan for CVSD approval that covers topics relevant to the VOCA-funded staff position(s), which may be selected topics from SVAA, DHS Advisory Committee adopted training requirements VAT Online (https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm), and additional population-specific topics.

·VOCA-funded staff providing direct services are encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.

·Volunteers and interns providing VOCA-funded direct services in Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training Online (VAT Online) or a training program that minimally covers the topics included in VAT Online.

·Alternatively, Child Abuse Intervention Centers and Special Population organizations may submit a training plan for CVSD approval that covers topics relevant to volunteer position(s), which may be selected topics from the VAT Online, DHS Advisory Committee adopted training requirements, SVAA, and additional population-specific topics.

✓ By checking this box, I hereby certify that the organization's staff roster is complete and accurate.

[Click here to view the Staff Roster report](#)

F. Volunteer Information

VOCA Federal Guidelines require that VOCA funded programs use volunteers (only the VOCA State Administrator can waive this requirement due to agency hardship). Volunteers must play an integral part of the proposed VOCA Grant and enhance services to victims. See the Application Instructions for more details on direct service volunteers.

1. Describe how volunteers and/or student interns will participate in the proposed VOCA Grant. Only include information on volunteers associated with this grant (check all that apply).*

- ✓ Provide services directly to clients (Show Help provides further explanation)

If providing services directly to clients, please list services:

Notify Victims of their Constitutional Rights, Relay Court Dates to Victims, & Occasional Court Appearance with Victims.

- ✓ Provide clerical/support services directly related to the grant (filing, data entry, etc.)

If providing clerical/support services, you must list services:

Enter Court Proceedings into Computer & Schedule Meetings/Phone Conferences with Victims

Other

If other, please describe:

2. How will the program recruit volunteers (check all that apply):*

- ✓ Internet/Social Networking Websites/E-mail
- ✓ Community Events

Radio/Television Public Announcements

- ✓ Newspaper/Newsletter Ads/Articles
- ✓ Schools and Universities

Other

If other, please describe:

3. How will the program supervise volunteers (check all that apply):*

Volunteer Coordinator will provide scheduling/general oversight

- ✓ Program staff with whom volunteers are working will provide specific oversight

Other

If other, please describe:

4. How will the program train volunteers (check all that apply):*

Attend formal presentations at applicant agency

Attend classes at local college

- ✓ Self study with printed/electronic materials
- ✓ One-on-one with agency staff
- ✓ Job shadowing
- ✓ Victim Assistance Training Online

Other

F. Volunteer Information

If other, please describe:

5. How will the program support volunteers (check all that apply):*

Frequency: Daily

Agency Mentor

Volunteer meetings

Volunteer appreciation events

Other

If other, please describe:

6. How will the program conduct background checks for volunteers (check all that apply): *

Oregon State Police

On-Line Service

If on-line service, please specify which:

Other

If other, please describe:

7. Upload a copy of your agency's policy around accepting volunteers with criminal histories.

http://cvsdegrants.com/_Upload/166876-VolunteerBackgroundProtocol.pdf

8. Upload a copy of your agency's Volunteer Position Description or Statement of Duties.

http://cvsdegrants.com/_Upload/166876-VolunteerJobDescription.docx

9. Indicate the number of volunteer hours that you anticipate will support the work of this VOCA-funded award: 60

G. Crime Victim Compensation Information

1. How does the agency inform eligible victims of crime about the Crime Victim Compensation Program (CVCP) (check all that apply): *
 - Direct mailing to the victim
 - Telephone call to the victim
 - In-person meeting with the victim
 - OtherIf Other, please describe:

2. What assistance is provided to complete and file the application for CVCP? (check all that apply): *
 - CVCP staff contact information
 - One-on-one meeting with the victim
 - Obtain a copy of the police report and mail in the application for the victim
 - Provide a quiet and private space for the victim to complete the application
 - Telephone assistance
 - OtherIf Other, please describe:

3. Which staff in the agency are trained and able to provide assistance with CVCP applications? (Check all that apply): *
 - All
 - Volunteer Coordinator
 - Advocates
 - Volunteers
 - Director and/or Assistant Director
 - Administrative Assistants
 - OtherIf Other, please describe:

4. How has staff been trained about the CVCP? (Check all that apply): *
 - Attended training at DOJ CVSD
 - Trained by co-workers
 - Self taught
 - Job shadowing/Observation
 - OtherIf Other, please describe:

H. Project Description

- 1. Clearly and concisely describe the general nature and scope of issues facing victims in your local community. Describe what analyses or assessments that were completed to identify these needs. Your response to this question should capture unique geographic and population specific concerns, such as issues impacting rural/frontier, underserved, marginalized and/or oppressed populations and/or Tribal Nations.**

Unfortunately due to a declining economy, an increase in transient tourists, and the reduced staff of law enforcement, we have seen a rise in crime. Mostly thefts, burglaries, and drug related non-physical crimes, with the exception of a rise in Domestic Violence. I see the rise in Domestic Violence as a direct correlation to the declining economy. The more people can't work or are laid off, the tighter money becomes, the more issues arise, and that is when tensions are high especially when prices of goods are already marked at a higher rate than that of urban communities because of the travel it takes to make them available to our population. This issue is starting to impact our community because crime is rising and with sparse law enforcement we will be seeing an increase in victims.

- 2. Describe specific activities and services that will be provided through this project. Draw a connection for how these activities and services will address the issues described in Question #1. Describe who will deliver the activities and services, and what training and experience the designated staff person(s) brings to the position.**

VOCA/CFA funds combined or VOCA-NC only*

The Director/Advocate and part-time advocate will provide direct services to all victims of crime by attending court with victims and informing all victims of crime of their rights. Included but not limited to victims of adult, child sex abuse, elder abuse, domestic violence and all property crimes. As of now, this program only has enough funding for one FTE Director and a .35 FTE advocate. . As a part of this program, there is also one volunteer that contributes five hours a month of their time to make sure we have someone in the office to answer phones and assist clients. For the most part, the 1.35 employees do all notifications, and advocacy for the clients in the program as funding allows. The director of the program handles all financial paperwork and grant writing/reporting.

Both the advocate and director have attended the SVAA Basic Academy and numerous other training pertinent to our work. The director had her 3rd anniversary in August 2017 and the advocate started out as a volunteer and has now been working for the program for almost 2 years.

By continuing our program our goal is to help and serve all the victims of crime and support them throughout the criminal justice process. We provide our clients with a safe place to discuss the case, court advocacy, and assistance in filling out the necessary paperwork (CVC applications, protective orders, restitution, etc.). We also offer our victims notifications by phone, email, or mail if they are unable to attend court proceedings or do not wish to be present.

CFA funds only (if applicable and if different than plans for VOCA-NC funds)

- 3. In what ways does the agency/organization need to develop greater capacity to deliver services to victims? How does this present challenges and/or opportunities to the organization as a whole? How will this project funding support capacity development (i.e. training, peer support, supervision)? Please describe.**

The organization can always use more help. We are always reaching out for new

H. Project Description

volunteers or applying for funding for more advocates. Our plan with the VOCA Expansion is to fund a part time Juvenile Advocate to take some of the burden off of the Director. The Director alone carries a caseload of involving all juvenile victims, sexual abuse victims, most felony crimes, and most, if not all domestic violence cases. Leaving all other misdemeanor cases and some felonies to the part time advocate. Bringing our advocate up to .45 FTE is ideal in giving more time to victims. We spend a lot of time in court and on the phone and every chance we get to talk to victims is crucial. Due to our caseloads, we can't be as available as we want/need sometimes to assist other victims. Enhanced funding will allow us to have more regular office coverage and give us the opportunity to attend the training we need to complete to be compliant with our funding guidelines. This will also help us stay competent in our work, give us resources, and knowledge to continue to provide the best services to our clients.

I. Policies and Procedures Narrative

The Oregon Administrative Rules for Crime Victims Assistance, OAR 137-078-0030, requires that a city or county victims' assistance program (VAP) establish written procedures for the delivery of core services to victims of all types of crime. The written procedures should provide sufficient detail to ensure that the provision of the core services meets the specific service requirements described in OAR 137-078-0030.

Policies and Procedures

- 1. Establish a written procedure for notification to crime victims of their rights in Oregon.**
 - (a) Provide notice to victims of crime about their rights as a crime victim as soon as practicable including providing information about specific rights which must be requested to become rights, and provide access to information about how to remedy situations where crime victim notification rights are not honored.
- 2. Establish a written procedure for notification to crime victims of any critical stages of the criminal case.**
 - (a) Upon crime victim request inform crime victims in advance of any critical stage of the proceeding.
- 3. Establish written procedures on providing "advocacy" which is defined as the act of assisting crime victims and family members through the aftermath of a crime, ensuring their rights are honored within the criminal justice system.**
 - (a) Includes advocacy of the core services as well as acting as a liaison in locating and utilizing resources to improve the crime victims' emotional and mental health.
- 4. Establish a written procedure for assistance to crime victims in obtaining restitution or compensation for medical or other expenses incurred as a result of the criminal act.**
 - (a) Identify and contact crime victims who have sustained monetary losses and obtain verification of those losses (estimates of damage, salary verification, etc.);
 - (b) Make available to the Prosecuting Attorney and courts documentation of losses incurred by the crime victims;
 - (c) Assist crime victims when it is necessary for them to attend a restitution hearing; and
 - (d) Assist crime victims who inform the VAP of non-receipt of restitution payments by providing referral to persons who may assist the crime victim in obtaining a remedy for a violation of crime victims' right.
- 5. Establish a written procedure to prepare crime victims for the various court stages through which a case progresses.**
 - (a) Prepare crime victims, when practicable, either by written or oral communication, of the various court procedures through which a case progresses (grand jury, arraignment, plea trial, etc.).
- 6. Establish a written procedure to describe the circumstances under which crime victims may be accompanied to court hearings by VAP staff consistent with the purpose of providing support and information when deemed necessary or upon request. The procedure shall define when this service is not practicable.**
 - (a) Upon request or when deemed necessary by VAP staff, arrange for advocate(s) to accompany crime victims to court; and
 - (b) When possible, advocates who accompany crime victims to court will remain with crime victims throughout their court appearances.
- 7. Establish a written procedure for crime victims' input into the decision-making process,**

I. Policies and Procedures Narrative

both at the prosecutorial and the judicial level.

- (a) Involve the crime victims in the sentencing process, including appearances at sentencing hearings, making the court aware of the victim's presence, and facilitating the crime victim's involvement in the preparation of pre-sentence reports and the "Victim Impact Statement"; and
- (b) Upon the crime victims' request, and to the extent practicable, insure consultation with crime victims of violent felonies regarding the plea discussions before final plea agreements are made.

8. Establish a written procedure to inform crime victims and all family members of deceased crime victims of the process for the return of property held as evidence.

- (a) Refer crime victims to those criminal justice authorities responsible for the return of property held as evidence; and
- (b) Intercede on behalf of crime victims with those criminal justice authorities responsible for the return of property in order to obtain the early release of victims' property when necessary.

9. Establish a written procedure to assist victims facing logistical barriers to appearing in court.

- (a) Assist crime victims in arranging for the provision of temporary child care when appropriate;
- (b) Upon request, arrange for transportation of crime victims when deemed necessary for their participation in the criminal justice proceedings; and
- (c) Upon request, intercede with an employer on the crime victims' behalf where the need for court appearance has caused, or will cause, an employed person to lose time from work and possibly jeopardize his/her employment.

10. Establish a written procedure for notification to crime victims and relatives of deceased victims of compensable crimes under the Act of the existence of the CVCP. When requested, or determined to be necessary by CVSD, assist crime victims in collecting required documentation, completing and submitting CVCP applications.

- (a) Notify crime victims of the existence of the CVCP and provide an explanation of available benefits by providing crime victims and relatives with an informational brochure and an application form;
- (b) When requested, assist crime victims and relatives, who are not able to do so independently, in gathering information and completing their applications in order to submit a claim for compensation; and
- (c) Upon request, inquire as to the claim status and payments with the CVCP.

11. Develop written practices to address the interests, needs, and safety of crime victims in order to encourage and facilitate crime victims' testimony. The services listed below may be provided to a witness to a crime, when deemed necessary or appropriate in circumstances where the witness has been traumatized by the crime.

- (a) Orient personnel of the criminal justice system, who will or may have contact with crime victims, to the needs of crime victims in general and in special circumstances, to the needs of particular crime victims;
- (b) Provide a safe waiting area separated from the defendant, defendant's family and friends;
- (c) Notify the appropriate law enforcement agency if protection of the crime victim is requested or deemed necessary by VAP staff;

I. Policies and Procedures Narrative

- (d) When deemed necessary, advise the proper authorities of the need to include no contact provision with the crime victim as a condition of a release agreement and order and sentencing judgment;
- (e) In those cases where tampering with or harassment of a crime victim occurs, encourage prosecutors to file proper charges and to give the charges priority in prosecutorial charging decisions; and
- (f) When hearings are cancelled, insure that a procedure exists to notify crime victims who have been requested or subpoenaed to appear, that the hearing has been cancelled, and that the victims' appearance has been excused, or continued to a future date, as the case may be.

Please upload the program's written procedures for the statutorily required core services:

http://cvsdegrants.com/_Upload/166960-PoliciesandProcedures.docx

J. Community Collaboration, Memorandum of Understanding, and Subcontracting

1. **In the appropriate boxes below, describe all community partnerships and collaborative working relationships with organizations essential to providing services to victims of crime.**
- a. Describe how services for victims of domestic violence and sexual assault are coordinated with community and other government based programs. *
- Not Applicable
- The goal of our community coordination for serving victims of domestic violence and sexual assault is to provide immediate assistance, in some instances that may require utilizing Oasis Shelter Home as the initial advocate contacts. Curry County VAP has occasionally called for assistance in aiding DV/SA victims in obtaining restraining orders, medical evaluations, and in some instances has requested the presence of Oasis in court with the victims. The partnership that is present between the VAP and Oasis Shelter Home has been and will continue to be an asset to the service of DV/SA victims, the ability of Oasis to temporarily house and maintain the safety of such victims is a necessary factor in furthering the prosecution of the perpetrators. As always the needs of the victim are of the utmost importance, making sure that even during a crisis victims who feel powerless understand that they have rights, and VAP and Oasis are here to ensure those rights are upheld.
- b. Describe the status of the SART in your county and any regular interactions with the SART. *
- Not Applicable
- As the VAP Director, I worked diligently to reestablish the team's presence here in Curry County and got it up and running in February of 2017. The Curry County SART is comprised of representatives from all branches of local law enforcement, Brookings Police, Gold Beach Police, Port Orford Police, Oregon State Police, and Curry County Sheriff's, DHS, Child Advocacy, Oasis, Curry General Hospital, and the District Attorney's office. When a sexual assault occurs, the law enforcement dispatch will notify the SART coordinator, who will in turn notify the SART medical examiner at Curry General, the medical examiner will collect the evidence utilizing a rape evidence kit and colposcopy exam. The evidence collected during the exam will then be turned over to the law enforcement representative in accord with the rules of evidence, to preserve the chain of evidence. The SART advocate will be present for the victim during the exam to offer support, if the victim wishes; if not the advocate will remain on the premises and available if the victim changes their mind. A SART trained officer will conduct a thorough interview, although sometimes a secondary interview may be needed, the investigative report will be submitted to the District Attorney and to appropriate agencies in cases of a child victim. Curry County VAP will have an active role in SART, at the monthly meetings they will brief the members on any updates in the case regarding the prosecution of the suspects, they are also apprised of any new cases of alleged abuses, and they also act as a liaison between the victim and the District Attorney's office. All members of SART are coordinating members in our law enforcement community and as such all partners have frequent contacts.
- c. Describe how services for child victims of abuse are coordinated with community and other government based programs and any regular interactions with the local MDT. *

 J. Community Collaboration, Memorandum of Understanding, and Subcontracting

Not Applicable

Curry County Child Advocacy handles all child abuse interviews, our director of the program is forensic interview trained and a former Juvenile Counselor, they are also the coordinator of the monthly MDT meetings. All interviews are recorded, and assessed by the director, law enforcement, and DHS to establish the need for further investigation, medical evaluation, removing the child from the current situation, and pursuing charges against the alleged suspect. Child Advocacy receives referrals from local school officials, law enforcement, DHS, Public Health, and the Juvenile department, and in turn CCAC cross reports to agencies involved, and place the case on the agenda for the next MDT meeting for discussion. All material gained through an interview are deemed to be confidential and not to be disclosed without a protective order from the District Attorney's office. The VAP participates in the assessing and screening of all cases presented to the MDT, they also take part in formulating safety plans, and treatment options available. The VAP also provides all advocacy and all mandated and requested rights, assists with CVC application process. The VAP also assists and participates with training through the Advocacy Center and with other community agencies.

- d. Describe how services for general victims of crime are coordinated with community and other government based programs. *

Not Applicable

Our MDT and SART meetings in Curry County serve as a great resource for the agencies present involving all victims of crime. We have many sections to our MDT including mental health and parole and probation to assist in helping all of our clients and making it easier to coordinate with the proper agencies. Following MDT is when we have our meetings with Aging Persons/People with Disabilities to follow up on any cases and make sure the proper agencies are informed of the details.

- e. Describe how services for victims of crime from underserved, marginalized and/or oppressed populations and/or Tribal Nations are coordinated with community and other government based programs. *

In Curry County we rely heavily on our resources to the south in California, Del Norte County and Tolowa Dee-Ni Nation for cooperation and assistance with Tribal matters. Any other underserved populations we try to coordinate and pull together as many resources as possible through our working relationships with the Oasis Women's Shelter, Curry Community Health, Oregon Coast Community Action, and the Department of Human Services' many branches.

THE REMAINDER OF THIS PAGE IS ONLY REQUIRED IF APPLICABLE TO YOUR APPLICATION.

- 2. Memorandum of Understanding - For purposes of this application, the MOU is a document containing the terms of the partnership and the roles and responsibilities between two or more parties.**

Please upload the applicable Memorandum(s) of Understanding. A sample version of the form can be found [here](#). Ensure that the MOU describes the roles and responsibilities of each partnering agency.

J. Community Collaboration, Memorandum of Understanding, and Subcontracting

- 3. Proposed Subcontract #1** - A subcontract is needed for collaborations/partnerships that include an exchange of grant funds. If this application will include subcontracting, please respond to the following questions. For clarification on federal requirements regarding subcontracts for professional services, consultants, trainers, and purchases, click [here](#).
- a. Name of proposed subcontractor:
 - b. Describe the specific need and service which the contract is intended to address:
 - c. Describe the unique qualifications, abilities, or expertise of the subcontractor to meet the need and deliver the service:
 - d. Describe how the agency determined that subcontracting was the most efficient and effective manner to deliver the service:
 - e. Please upload the applicable subcontract. Click [here](#) to view the required minimum elements of a subcontract.
 - f. Do you have an additional subcontract to include?
Yes No
- 4. Proposed Subcontract #2** - A subcontract is needed for collaborations/partnerships that include an exchange of grant funds. If this application will include subcontracting, please respond to the following questions. For clarification on federal requirements regarding subcontracts for professional services, consultants, trainers, and purchases, click [here](#).
- a. Name of proposed subcontractor:
 - b. Describe the specific need and service which the contract is intended to address:
 - c. Describe the unique qualifications, abilities, or expertise of the subcontractor to meet the need and deliver the service:
 - d. Describe how the agency determined that subcontracting was the most efficient and effective manner to deliver the service:
 - e. Please upload the applicable subcontract. Click [here](#) to view the required minimum elements of a subcontract.
 - f. Do you have an additional subcontract to include?
Yes No
- 5. Proposed Subcontract #3** - A subcontract is needed for collaborations/partnerships that include an exchange of grant funds. If this application will include subcontracting, please respond to the following questions. For clarification on federal requirements regarding subcontracts for professional services, consultants, trainers, and purchases, click [here](#).
- a. Name of proposed subcontractor:
 - b. Describe the specific need and service which the contract is intended to address:
 - c. Describe the unique qualifications, abilities, or expertise of the subcontractor to meet the

J. Community Collaboration, Memorandum of Understanding, and Subcontracting

need and deliver the service:

- d. Describe how the agency determined that subcontracting was the most efficient and effective manner to deliver the service:
- e. Please upload the applicable subcontract. Click [here](#) to view the required minimum elements of a subcontract.
- f. Do you have an additional subcontract to include?
Yes No

6. Proposed Subcontract #4 - A subcontract is needed for collaborations/partnerships that include an exchange of grant funds. If this application will include subcontracting, please respond to the following questions. For clarification on federal requirements regarding subcontracts for professional services, consultants, trainers, and purchases, click [here](#).

- a. Name of proposed subcontractor:
- b. Describe the specific need and service which the contract is intended to address:
- c. Describe the unique qualifications, abilities, or expertise of the subcontractor to meet the need and deliver the service:
- d. Describe how the agency determined that subcontracting was the most efficient and effective manner to deliver the service:
- e. Please upload the applicable subcontract. Click [here](#) to view the required minimum elements of a subcontract.

M. Personnel: Program Director

| | | | | | | | | |
|---|-----------------------------|------------------------------------|-------------|--------------|-----------------------------|------------------------------------|-------------|--------------|
| 1. Staff Name: | Christine Mather | | | | | | | |
| 2. Position Title: | Program Director | | | | | | | |
| | Year 1 | | | | Year 2 | | | |
| | VOCA Grant Funds | VOCA Program Income | CFA | Total | VOCA Grant Funds | VOCA Program Income | CFA | Total |
| 3. Salary funded by this grant: | \$29,074.50 | | \$12,460.50 | \$41,535.00 | \$29,808.80 | | \$12,775.20 | \$42,584.00 |
| 4. Total annual salary for full-time equivalent (1 FTE): | | | | \$41,535.00 | | | | \$42,584.00 |

Please show the annual salary and the percentage of time the staff position is to be allocated to the project in Year 1. Refer to the Application Instructions for a more detailed explanation and a calculation example.

$$\$41,535.00 \times .7 \text{ FTE VOCA} = \$29,074.50$$

$$\$41,535.00 \times .3 \text{ FTE CFA} = \$12,460.50$$

Please show the annual salary and the percentage of time the staff position is to be allocated to the project in Year 2. Refer to the Application Instructions for a more detailed explanation and a calculation example.

$$\$42,584.00 \times .7 \text{ FTE VOCA} = \$29,808.80$$

$$\$42,584.00 \times .3 \text{ FTE CFA} = \$12,775.20$$

| | | | | | | | | |
|---|-----------------------------|------------------------------------|------------|--------------|-----------------------------|------------------------------------|------------|--------------|
| | Year 1 | | | | Year 2 | | | |
| | VOCA Grant Funds | VOCA Program Income | CFA | Total | VOCA Grant Funds | VOCA Program Income | CFA | Total |
| 5. Personnel expenses funded by this grant: | \$14,076.41 | | \$6,032.75 | \$20,109.16 | \$14,986.36 | | \$6,422.72 | \$21,409.08 |
| 6. Total annual personnel expenses for full-time | | | | \$20,109.16 | | | | \$21,409.08 |

M. Personnel: Program Director

equivalent:

Please indicate the dollar amount and the rate used to calculate the personnel costs of the staff position to be allocated to the project in Year 1 and include a list of the personnel costs included in the calculation (FICA, UI, Workers' Compensation, health insurance, retirement, etc.). Refer to the Application Instructions for a more detailed explanation and a calculation example.

\$20,109.16 X .7 FTE VOCA = \$14,076.41

\$20,109.16 X .3 FTE CFA = \$6032.75

Benefits covered:

FICA, PERS, Medical Insurance, Life Insurance, Disability Insurance, Worker's Compensation

Please indicate the dollar amount and the rate used to calculate the personnel costs of the staff position to be allocated to the project in Year 2 and include a list of the personnel costs included in the calculation (FICA, UI, Workers' Compensation, health insurance, retirement, etc.). Refer to the Application Instructions for a more detailed explanation and a calculation example.

\$21,409.08 X .7 FTE VOCA = \$14,986.36

\$21,409.08 X .3 FTE CFA = \$6,422.72

Benefits covered:

FICA, PERS, Medical Insurance, Life Insurance, Disability Insurance, Worker's Compensation

| | | Year 1 | | | Year 2 | | | | |
|----|----------------------------------|------------------|---------------------|------|--------|------------------|---------------------|------|-------|
| | | VOCA Grant Funds | VOCA Program Income | CFA | Total | VOCA Grant Funds | VOCA Program Income | CFA | Total |
| 7. | FTE funded by this grant: | 0.70 | 0.00 | 0.30 | 1.00 | 0.70 | 0.00 | 0.30 | 1.00 |

8. **What are the top five (5) major direct service activities to be performed by this proposed VOCA/CFA funded staff member?**

- Notification of Rights
- Court Accompaniment
- Restitution
- CVC Application Assistance
- Protective Order Assistance

M. Personnel: Advocate

| | | | | | | | | |
|---|-----------------------------|------------------------------------|------------|--------------|-----------------------------|------------------------------------|------------|--------------|
| 1. Staff Name: | Jean Campbell | | | | | | | |
| 2. Position Title: | Advocate | | | | | | | |
| | Year 1 | | | | Year 2 | | | |
| | VOCA Grant Funds | VOCA Program Income | CFA | Total | VOCA Grant Funds | VOCA Program Income | CFA | Total |
| 3. Salary funded by this grant: | \$982.80 | | \$421.20 | \$1,404.00 | \$1,015.56 | | \$435.24 | \$1,450.80 |
| 4. Total annual salary for full-time equivalent (1 FTE): | | | | \$14,040.00 | | | | \$14,508.00 |

Please show the annual salary and the percentage of time the staff position is to be allocated to the project in Year 1. Refer to the Application Instructions for a more detailed explanation and a calculation example.

$$\$14,040.00 \times .07 \text{ FTE VOCA} = \$982.80$$

$$\$14,040.00 \times .03 \text{ FTE CFA} = \$421.20$$

Please show the annual salary and the percentage of time the staff position is to be allocated to the project in Year 2. Refer to the Application Instructions for a more detailed explanation and a calculation example.

$$\$14,508.00 \times .07 \text{ FTE VOCA} = \$1,015.56$$

$$\$14,508.00 \times .03 \text{ FTE CFA} = \$435.24$$

| | | | | | | | | |
|---|-----------------------------|------------------------------------|------------|--------------|-----------------------------|------------------------------------|------------|--------------|
| | Year 1 | | | | Year 2 | | | |
| | VOCA Grant Funds | VOCA Program Income | CFA | Total | VOCA Grant Funds | VOCA Program Income | CFA | Total |
| 5. Personnel expenses funded by this grant: | \$188.41 | | \$80.75 | \$269.16 | \$194.61 | | \$83.42 | \$278.03 |
| 6. Total annual personnel expenses for full-time | | | | \$2,691.48 | | | | \$2,780.28 |

M. Personnel: Advocate

equivalent:

Please indicate the dollar amount and the rate used to calculate the personnel costs of the staff position to be allocated to the project in Year 1 and include a list of the personnel costs included in the calculation (FICA, UI, Workers' Compensation, health insurance, retirement, etc.). Refer to the Application Instructions for a more detailed explanation and a calculation example.

\$2,691.48 X .07 FTE VOCA = \$188.41

\$2,691.48 X .03 FTE CFA = \$80.75

Benefits Include:

FICA, PERS, Worker's Compensation

Please indicate the dollar amount and the rate used to calculate the personnel costs of the staff position to be allocated to the project in Year 2 and include a list of the personnel costs included in the calculation (FICA, UI, Workers' Compensation, health insurance, retirement, etc.). Refer to the Application Instructions for a more detailed explanation and a calculation example.

\$2,780.28 X .07 FTE VOCA = \$194.61

\$2,780.28 X .03 FTE CFA = \$83.42

Benefits Include:

FICA, PERS, Worker's Compensation

| | Year 1 | | | | Year 2 | | | |
|------------------------------|------------------|---------------------|------|-------|------------------|---------------------|------|-------|
| | VOCA Grant Funds | VOCA Program Income | CFA | Total | VOCA Grant Funds | VOCA Program Income | CFA | Total |
| 7. FTE funded by this grant: | 0.07 | 0.00 | 0.03 | 0.10 | 0.07 | 0.00 | 0.03 | 0.10 |

8. What are the top five (5) major direct service activities to be performed by this proposed VOCA/CFA funded staff member?

- Notification of Rights
- Court Accompaniment
- Restitution
- Victim Impact Statement Assistance
- Protective Order Assistance

N. Services and Supplies

1. Contractual Services

For any contractual service listed below, the Proposed Subcontracting section on Form J must be completed, including an uploaded Subcontract. Do not include contracted services for accounting or other administrative services, these costs should be included on the Other Costs page under Administrative Costs or Indirect Costs.

| | Year 1 | | | | Year 2 | | | |
|--|------------------|---------------------|-----|-------|------------------|---------------------|-----|-------|
| | VOCA Grant Funds | VOCA Program Income | CFA | Total | VOCA Grant Funds | VOCA Program Income | CFA | Total |

| | | | | | | | | |
|------------------|--|--|--|-----|--|--|--|-----|
| Contract Amount: | | | | \$0 | | | | \$0 |
|------------------|--|--|--|-----|--|--|--|-----|

Enter the Subcontractor name, if known, the service to be provided, the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate).

Consultant fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

List all expenses to be paid on the Subcontract in addition to any compensation (training costs, travel costs, mileage, meals and lodging, supplies, etc.).

| | | | | | | | | |
|------------------|--|--|--|-----|--|--|--|-----|
| Contract Amount: | | | | \$0 | | | | \$0 |
|------------------|--|--|--|-----|--|--|--|-----|

Enter the Subcontractor name, if known, the service to be provided, the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate).

Consultant fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

List all expenses to be paid on the Subcontract in addition to any compensation (training costs, travel costs, mileage, meals and lodging, supplies, etc.).

| | | | | | | | | |
|------------------|--|--|--|-----|--|--|--|-----|
| Contract Amount: | | | | \$0 | | | | \$0 |
|------------------|--|--|--|-----|--|--|--|-----|

Enter the Subcontractor name, if known, the service to be provided, the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate).

Consultant fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

List all expenses to be paid on the Subcontract in addition to any compensation (training costs, travel costs, mileage, meals and lodging, supplies, etc.).

N. Services and Supplies

Contract Amount: \$0 \$0

Enter the Subcontractor name, if known, the service to be provided, the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate).

Consultant fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

List all expenses to be paid on the Subcontract in addition to any compensation (training costs, travel costs, mileage, meals and lodging, supplies, etc.).

| | | Year 1 | | | Year 2 | | | | |
|----|--------------------|---------------------|---------------------------|---------|----------|---------------------|---------------------------|---------|----------|
| 2. | Travel | VOCA Grant Funds | VOCA Program Income | CFA | Total | VOCA Grant Funds | VOCA Program Income | CFA | Total |
| | Total travel costs | \$162.00 | | \$26.00 | \$188.00 | \$162.00 | | \$26.00 | \$188.00 |

funded by this grant:

Please describe Year 1 travel expenses of project staff (travel to attend meetings, travel for outreach, client transport, and any other travel not related to attendance at training), show the basis of the computation (# of miles, cost per mile), and explain how the travel costs are necessary and beneficial to the project.

Every victim has the right to be at any critical state or proceeding held in court. Some victims aren't able to drive or don't have a reliable way to transport them to and from court.

Advocates attend MDT, SART, LPSCC, and other meetings that are frequently not held at the courthouse. Advocates have to travel on a regular basis to collaborate with other agencies.

350 miles x .5350 per mile = \$188.00

Please describe Year 2 travel expenses of project staff (travel to attend meetings, travel for outreach, client transport, and any other travel not related to attendance at training), show the basis of the computation (# of miles, cost per mile), and explain how the travel costs are necessary and beneficial to the project.

Every victim has the right to be at any critical state or proceeding held in court. Some victims aren't able to drive or don't have a reliable way to transport them to and from court.

Advocates attend MDT, SART, LPSCC, and other meetings that are frequently not held at the courthouse. Advocates have to travel on a regular basis to collaborate with other agencies.

350 miles x .5350 per mile = \$188.00

3. Training

N. Services and Supplies

| <u>Government Per Diem Rates</u> | | | | | | | | | | |
|---|-----------------|------------|-----------|-------------|--------------|--------------------|------------|------------------|---------------------|-----|
| Year 1 Training Title & Location | Apprximate Date | # of Staff | Reg. Cost | Travel Cost | Lodging Cost | Meal Per Diem Cost | Total Cost | VOCA Grant Funds | VOCA Program Income | CFA |
| Child Abuse and Family Violence Prevention Summit | 4/9/2018 | 1 | \$375.00 | \$337.70 | \$800.00 | \$148.00 | \$1,660.70 | \$1,660.70 | | |
| SATF Core Training | 3/12/2018 | 1 | \$375.00 | \$281.60 | \$800.00 | \$120.00 | \$1,576.60 | \$1,576.60 | | |
| ODAA 2018 | 8/13/2018 | 1 | \$0 | \$0 | \$400.00 | \$74.00 | \$474.00 | \$474.00 | | |
| | | | | | | | \$0 | | | |
| Total Year 1 Training Costs: | | | \$750.00 | \$619.30 | \$2,000.00 | \$342.00 | \$3,711.30 | \$3,711.30 | \$0 | \$0 |

Please provide a brief description of each training in Year 1, the calculations for how the training costs were determined, and an explanation of how the training is necessary and beneficial to the project. Refer to Show Help for a more detailed explanation, a calculation example, and the federal food and beverage policy.

The Child Abuse and Family Violence Prevention Summit is a great resource for our advocates. There is training in trafficking, child abuse, domestic violence and family dynamics, and effective tactics for strengthening our advocacy skills. Sexual Assault Task Force Core Training is pertinent to our line of work. Each advocate needs the 40 hour training to stay current in training in their job.

ODAA is mandatory for the Director to attend. Topics covered are grants, restitution, effective practices for advocacy, and much more.

All costs are estimated and based off of previous attendance.

| Year 2 Training Title & Location | Apprximate Date | # of Staff | Reg. Cost | Travel Cost | Lodging Cost | Meal Per Diem Cost | Total Cost | VOCA Grant Funds | VOCA Program Income | CFA |
|----------------------------------|-----------------|------------|-----------|-------------|--------------|--------------------|------------|------------------|---------------------|-----|
|----------------------------------|-----------------|------------|-----------|-------------|--------------|--------------------|------------|------------------|---------------------|-----|

N. Services and Supplies

| | | | | | | | | | | |
|---|-----------|---|------------|----------|------------|----------|------------|------------|-----|-----|
| Child Abuse and Family Violence Prevention Summit | 4/8/2019 | 1 | \$375.00 | \$337.70 | \$800.00 | \$148.00 | \$1,660.70 | \$1,660.70 | | |
| ODAA 2019 | 8/12/2019 | 1 | \$0 | \$0 | \$400.00 | \$74.00 | \$474.00 | \$474.00 | | |
| | | | | | | | \$0 | \$0 | | |
| Total Year 2 Training Costs: | | | \$375.00 | \$337.70 | \$1,200.00 | \$222.00 | \$2,134.70 | \$2,134.70 | \$0 | \$0 |
| Total training costs funded by the grant: | | | \$1,125.00 | \$957.00 | \$3,200.00 | \$564.00 | \$5,846.00 | \$5,846.00 | \$0 | \$0 |

Please provide a brief description of each training in Year 2, the calculations for how the training costs were determined, and an explanation of how the training is necessary and beneficial to the project. Refer to Show Help for a more detailed explanation, a calculation example, and the federal food and beverage policy.

The Child Abuse and Family Violence Prevention Summit is a great resource for our advocates. There is training in trafficking, child abuse, domestic violence and family dynamics, and effective tactics for strengthening our advocacy skills. ODAA is mandatory for the Director to attend. Topics covered are grants, restitution, effective practices for advocacy, and much more.

All costs are estimated and based off of previous attendance.

| 4. Office Supplies | Year 1 | | | | Year 2 | | | |
|---|------------------|---------------------|----------|----------|------------------|---------------------|-----|-------|
| | VOCA Grant Funds | VOCA Program Income | CFA | Total | VOCA Grant Funds | VOCA Program Income | CFA | Total |
| Total office supply costs funded by this grant: | \$198.58 | | \$186.80 | \$385.38 | \$0 | | \$0 | \$0 |

Please list items for Year 1 by type (office supplies, copy paper, expendable equipment costing less than \$5,000 and having a useful life less than one year, etc.), explain how the cost estimate was determined, and provide an explanation for how these supplies are necessary and beneficial to the project. Generally, supplies include any materials that are expendable or consumed during the course of the project.

These funds will be spent on regular office supply items such as copy paper, staples, pens, date stamps, business cards, and

N. Services and Supplies

printer ink cartridges.

Please list items for Year 2 by type (office supplies, copy paper, expendable equipment costing less than \$5,000 and having a useful life less than one year, etc.), explain how the cost estimate was determined, and provide an explanation for how these supplies are necessary and beneficial to the project. Generally, supplies include any materials that are expendable or consumed during the course of the project.

There will be no office supply expenditures in year 2.

| 5. | Postal Supplies | Year 1 | | | Year 2 | | | Total |
|----|---------------------|------------------|---------------------|---------|------------------|---------------------|---------|----------|
| | | VOCA Grant Funds | VOCA Program Income | CFA | VOCA Grant Funds | VOCA Program Income | CFA | |
| | Total postage costs | \$200.00 | | \$50.00 | \$200.00 | | \$50.00 | \$250.00 |

funded by this grant:

Please indicate the type of postal expenses for Year 1, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

These funds cover the costs of postage stamps and charges incurred when mailing discovery or personal items that were seized as evidence to victims.

1 Roll of stamps = \$49.

4 Rolls of stamps = \$196.00

The remaining funds will allow for shipping costs.

Please indicate the type of postal expenses for Year 2, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

These funds cover the costs of postage stamps and charges incurred when mailing discovery or personal items that were seized as evidence to victims.

1 Roll of stamps = \$49.

4 Rolls of stamps = \$196.00

The remaining funds will allow for shipping costs.

| 6. | Printing & Copying | Year 1 | | | Year 2 | | | Total |
|----|----------------------------------|------------------|---------------------|-----|------------------|---------------------|-----|-------|
| | | VOCA Grant Funds | VOCA Program Income | CFA | VOCA Grant Funds | VOCA Program Income | CFA | |
| | Total printing and copying costs | | | | | | | \$0 |

N. Services and Supplies

funded by this grant:

Please indicate the type of printing and copying expenses for Year 1, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please indicate the type of printing and copying expenses for Year 2, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

| 7. | Communication (Telephone, Cell Phone, Internet) | VOCA Grant Funds | Year 1 | | | Year 2 | | | Total |
|----|---|---------------------|---------------------------|----------|-------|---------------------|---------------------------|----------|-------|
| | | | VOCA Program Income | CFA | Total | VOCA Grant Funds | VOCA Program Income | CFA | |
| | Total | | \$800.00 | \$800.00 | | | \$800.00 | \$800.00 | |

communication costs funded by this grant:

Please indicate the type of communication expenses for Year 1 (local and long distance telephone services, toll free phone services, Internet, cellular phone services, etc.), explain how the cost estimate was determined for each type of expense, and provide an explanation for how each of these costs are necessary and beneficial to the project.

Our phone plan as it is runs about \$30.00/month. This phone is antiquated and is being updated with other funds. Our estimate for a monthly charge is around \$60.00/month. This would allow for overages if necessary. Our phone is used for outreach services with clients. It is considered to be our "emergency line."

Please indicate the type of communication expenses for Year 2 (local and long distance telephone services, toll free phone services, Internet, cellular phone services, etc.), explain how the cost estimate was determined for each type of expense, and provide an explanation for how each of these costs are necessary and beneficial to the project.

Our phone plan as it is runs about \$30.00/month. This phone is antiquated and is being updated with other funds. Our estimate for a monthly charge is around \$60.00/month. This would allow for overages if necessary. Our phone is used for outreach services with clients. It is considered to be our "emergency line."

| 8. | Equipment Rental | VOCA Grant Funds | Year 1 | | | Year 2 | | | Total |
|----|------------------|---------------------|---------------------------|-----|-------|---------------------|---------------------------|-----|-------|
| | | | VOCA Program Income | CFA | Total | VOCA Grant Funds | VOCA Program Income | CFA | |
| | Total equipment | | | \$0 | | | | \$0 | |

N. Services and Supplies

rental costs funded

by this grant:

Please indicate the type of equipment rental expenses for Year 1 (postage meter, copier maintenance agreement, etc.), explain how the cost estimate was determined, and provide an explanation for how these costs is necessary and beneficial to the project.

Please indicate the type of equipment rental expenses for Year 2 (postage meter, copier maintenance agreement, etc.), explain how the cost estimate was determined, and provide an explanation for how these costs is necessary and beneficial to the project.

O. Other Costs

| 1. | Rent/Utilities | Year 1 | | | Year 2 | | | Total |
|----|----------------|------------------|---------------------|-----|------------------|---------------------|-----|-------|
| | | VOCA Grant Funds | VOCA Program Income | CFA | VOCA Grant Funds | VOCA Program Income | CFA | |

Total rent/utility costs funded by this grant: \$0

The agency does not own the building for which rent costs will be charged.

Please indicate the type of rent or utility cost (office space, training space, storage space, etc.) for Year 1, explain how the cost was determined (cost per square foot, monthly rent, room fee, etc.), the basis for the computation, and provide an explanation for how this cost is necessary and beneficial to the project.

Please indicate the type of rent or utility cost (office space, shelter space, storage space, etc.) for Year 2, explain how the cost was determined (cost per square foot, monthly rent and # of months), the basis for the computation, and provide an explanation for how this cost is necessary and beneficial to the project.

| 2. | Emergency Service | Year 1 | | | Year 2 | | | Total |
|----|-------------------|------------------|---------------------|-----|------------------|---------------------|-----|-------|
| | | VOCA Grant Funds | VOCA Program Income | CFA | VOCA Grant Funds | VOCA Program Income | CFA | |

Total emergency services costs funded by the grant: \$500.00, \$750.00, \$1,250.00, \$91.97, \$15.42, \$107.39

Please describe the specific types of emergency services to be provided in Year 1, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Emergency services provided to our clients using these funds have a wide variety, they range from funeral costs to assist families of homicide victims to providing groceries to displaced victims due to victimization. We use our emergency funds to provide some stability, piece of mind to our clients, and ease the burden of what they are going through. We provide funds to change locks, bus passes, and also hotel stays if necessary.

Please describe the specific types of emergency services to be provided in Year 2, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Emergency services provided to our clients using these funds have a wide variety, they range from funeral costs to assist

O. Other Costs

families of homicide victims to providing groceries to displaced victims due to victimization. We use our emergency funds to provide some stability, piece of mind to our clients, and ease the burden of what they are going through. We provide funds to change locks, bus passes, and also hotel stays if necessary.

| 3. | Capital Outlay | Year 1 | | | Year 2 | | | Total |
|----|--|------------------|---------------------|-----|------------------|---------------------|-----|-------|
| | | VOCA Grant Funds | VOCA Program Income | CFA | VOCA Grant Funds | VOCA Program Income | CFA | |
| | Total capital outlay costs funded by this grant: | | | | | | | \$0 |

Please list each non-expendable item to be purchased in Year 1, the cost for each item, and the pro-rated portion allocated to this project, unless the item is being purchased exclusively for this project. Explain how the item to be purchased is necessary for the success of the project. Capital purchases are those that have a purchase price equal to or greater than your agency's capitalization limit and a useful life of more than one year. Expendable items should be included in Office Supplies and rented or leased items should be included in Equipment Rental.

Please list each non-expendable item to be purchased in Year 2, the cost for each item, and the pro-rated portion allocated to this project, unless the item is being purchased exclusively for this project. Explain how the item to be purchased is necessary for the success of the project. Capital purchases are those that have a purchase price equal to or greater than your agency's capitalization limit and a useful life of more than one year. Expendable items should be included in Office Supplies and rented or leased items should be included in Equipment Rental.

| 4. | Indirect/De Minimis Costs | Year 1 | | | Year 2 | | | Total |
|----|--|------------------|---------------------|-----|------------------|---------------------|-----|-------|
| | | VOCA Grant Funds | VOCA Program Income | CFA | VOCA Grant Funds | VOCA Program Income | CFA | |
| | Total indirect/de minimis costs funded by the grant: | | | | | | | \$0 |

A federally negotiated indirect cost rate must be supported with a current indirect cost rate agreement, proposal or certificate uploaded in Form L.6. If the organization has never had a negotiated indirect cost rate, indirect costs may be included in the budget using the de minimis rate of 10% of modified total direct costs as indicated in Form L.6. Please provide a brief narrative indicating if

O. Other Costs

a federally approved indirect rate or the de minimis rate is being used and what costs are included in the rate for Year 1.

A federally negotiated indirect cost rate must be supported with a current indirect cost rate agreement, proposal or certificate uploaded in Form L.6. If the organization has never had a negotiated indirect cost rate, indirect costs may be included in the budget using the de minimis rate of 10% of modified total direct costs as indicated in Form L.6. Please provide a brief narrative indicating if a federally approved indirect rate or the de minimis rate is being used and what costs are included in the rate for Year 2.

| 5. | Administrative | Year 1 | | | Year 2 | | | Total | |
|----|--|------------------|---------------------|------------|------------------|---------------------|-----|------------|------------|
| | | VOCA Grant Funds | VOCA Program Income | CFA | VOCA Grant Funds | VOCA Program Income | CFA | | |
| | Total administrative costs funded by this grant: | \$4,300.00 | | \$1,800.00 | \$6,100.00 | \$4,800.00 | | \$2,000.00 | \$6,800.00 |

Administrative costs may be charged directly; these costs must be directly related to the project and may not to exceed 10% of modified total direct costs. Please provide a detailed explanation of the administrative costs to be funded by this grant in Year 1 (e.g., staff FTE, fiscal services, IT services, HR services, general liability insurance, audit costs, etc.), the method used by the organization to equitably allocate administrative costs, and how these costs are necessary and beneficial to the project.

The administrative costs designed to be taken care of by this grant are as follows; Finance, Payroll/Human Resources, County Counsel, Occupancy (which includes janitorial), Information Technology, Board of Commissioners' Office, and the Commissioner's themselves. These are estimates of those costs based off of previous years expenditures. The Commissioner's, Fiscal Officer, and a budget committee determine the costs for each department.

Administrative costs may be charged directly; these costs must be directly related to the project and may not to exceed 10% of modified total direct costs. Please provide a detailed explanation of the administrative costs to be funded by this grant in Year 2 (e.g., staff FTE, fiscal services, IT services, HR services, general liability insurance, audit costs, etc.), the method used by the organization to equitably allocate administrative costs, and how these costs are necessary and beneficial to the project.

The administrative costs designed to be taken care of by this grant are as follows; Finance, Payroll/Human Resources, County Counsel, Occupancy (which includes janitorial), Information Technology, Board of Commissioners' Office, and the Commissioner's themselves. These are estimates of those costs based off of previous years expenditures. The Commissioner's, Fiscal Officer, and a budget committee determine the costs for each department.

| 6. | Other | Year 1 | | | Year 2 | | | Total |
|----|-------|------------|------|-----|------------|------|-----|-------|
| | | VOCA Grant | VOCA | CFA | VOCA Grant | VOCA | CFA | |

O. Other Costs

| | Funds | Program Income | | Funds | Program Income |
|---|--------------|---------------------------|-----|--------------|---------------------------|
| Other costs funded by this grant: Please list other items for Year 1 by major type, the basis for the computation and how these costs are necessary and beneficial to the project. | | | \$0 | | |
| | | | | | \$0 |

Please list other items for Year 2 by major type, the basis for the computation and how these costs are necessary and beneficial to the project.

| | Year 1 | | | Year 2 | | | Total |
|---|-----------------------------|------------------------------------|------------|---------------|-----------------------------|------------------------------------|--------------|
| | VOCA Grant Funds | VOCA Program Income | CFA | Total | VOCA Grant Funds | VOCA Program Income | |
| Other costs funded by this grant: Please list other items for Year 1 by major type, the basis for the computation and how these costs are necessary and beneficial to the project. | | | | \$0 | | | |
| | | | | | | | \$0 |

Please list other items for Year 2 by major type, the basis for the computation and how these costs are necessary and beneficial to the project.

| | Year 1 | | | Year 2 | | | Total |
|---|-----------------------------|------------------------------------|------------|---------------|-----------------------------|------------------------------------|--------------|
| | VOCA Grant Funds | VOCA Program Income | CFA | Total | VOCA Grant Funds | VOCA Program Income | |
| Other costs funded by this grant: Please list other items for Year 1 by major type, the basis for the computation and how these costs are necessary and beneficial to the project. | | | | \$0 | | | |
| | | | | | | | \$0 |

Please list other items for Year 2 by major type, the basis for the computation and how these costs are necessary and beneficial to

O. Other Costs

the project.

P. VOCA Match

| 1. Salary | Year 1 | Year 2 | Total |
|--|---------------|---------------|--------------|
| Type and amount of salary match funds: | | | |
| Cash: | \$12,388.50 | \$12,388.50 | \$24,777.00 |
| Volunteer Hours: | 60 | 60 | |
| Volunteer Hourly Rate: | \$16.00 | \$16.00 | |
| Volunteer Match: | \$960.00 | \$960.00 | \$1,920.00 |

Please describe any salaried position(s) including the FTE of each position included as cash match and describe how the hourly rate for any volunteers was calculated (mandated personnel costs may be included in the hourly rate, that is, FICA, FICA Med, UI and Workers' Compensation). Include an explanation of how the salaried position(s) and/or volunteer hours are necessary and beneficial to the project.

The director position is the only 1.0 FTE. The duties range from grant management, to advocacy (juvenile, SA/DV, Property Crimes, etc), to restitution, to protective order assistance.

The volunteer rate was calculated by previous grants & has been a standard for the program.

All of the positions we currently have in this program are extremely necessary to keep the program running. Our clients deserve the quality advocacy & we (director, advocate, & volunteer) strive to make that happen.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

The match funds source is our state funding.

| 2. Personnel Expenses | Year 1 | Year 2 | Total |
|--|---------------|---------------|--------------|
| Type and amount of personnel expenses match funds: | | | |
| Cash: | | | \$0 |
| In-kind: | | | \$0 |

Please describe the percentage of personnel expenses for any position(s) included as cash match.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

| 3. Contractual Services | Year 1 | Year 2 | Total |
|--|---------------|---------------|--------------|
| Type and amount of contractual services match funds: | | | |
| Cash: | | | \$0 |
| In-kind: | | | \$0 |

Please describe any contractual services, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

P. VOCA Match

| | | | | |
|-----------|---------------|---------------|---------------|--------------|
| 4. | Travel | Year 1 | Year 2 | Total |
|-----------|---------------|---------------|---------------|--------------|

Type and amount of travel match

funds:

| | |
|-------|-----|
| Cash: | \$0 |
|-------|-----|

| | |
|----------|-----|
| In-kind: | \$0 |
|----------|-----|

Please describe any travel costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

| | | | | |
|-----------|-----------------|---------------|---------------|--------------|
| 5. | Training | Year 1 | Year 2 | Total |
|-----------|-----------------|---------------|---------------|--------------|

Type and amount of training match

funds:

| | |
|-------|-----|
| Cash: | \$0 |
|-------|-----|

| | |
|----------|-----|
| In-kind: | \$0 |
|----------|-----|

Please describe any training costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

| | | | | |
|-----------|------------------------|---------------|---------------|--------------|
| 6. | Office Supplies | Year 1 | Year 2 | Total |
|-----------|------------------------|---------------|---------------|--------------|

Type and amount of office supply

match funds:

| | |
|-------|-----|
| Cash: | \$0 |
|-------|-----|

| | |
|----------|-----|
| In-kind: | \$0 |
|----------|-----|

Please describe any office supply costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

| | | | | |
|-----------|----------------|---------------|---------------|--------------|
| 7. | Postage | Year 1 | Year 2 | Total |
|-----------|----------------|---------------|---------------|--------------|

Type and amount of postage

match funds:

| | |
|-------|-----|
| Cash: | \$0 |
|-------|-----|

| | |
|----------|-----|
| In-kind: | \$0 |
|----------|-----|

Please describe any postage costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

| | | | | |
|-----------|-------------------------------|---------------|---------------|--------------|
| 8. | Printing & Copying | Year 1 | Year 2 | Total |
|-----------|-------------------------------|---------------|---------------|--------------|

P. VOCA Match

Type and amount of printing and copying match funds:

Cash: \$0
In-kind: \$0

Please describe any printing & copying costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

9. Communication **Year 1** **Year 2** **Total**

Type and amount of communication match funds:

Cash: \$0
In-kind: \$0

Please describe any communication costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

10. Equipment Rental **Year 1** **Year 2** **Total**

Type and amount of equipment rental match funds:

Cash: \$0
In-kind: \$0

Please describe any equipment rental costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

11. Rent **Year 1** **Year 2** **Total**

Type and amount of rent match funds:

Cash: \$0
In-kind: \$0

Please describe any rent costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

P. VOCA Match

| 12. | Emergency Services | Year 1 | Year 2 | Total |
|-----|--|---------------|---------------|--------------|
| | Type and amount of emergency services match funds: | | | |
| | Cash: | | \$0 | |
| | In-kind: | | \$0 | |
| | Please describe any emergency services costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project. | | | |
| | Please describe the source(s) of the match (type of federal, state or local funds, foundation grants, private donations, etc.). | | | |
| | Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.). | | | |
| 13. | Capital Outlay | Year 1 | Year 2 | Total |
| | Type and amount of capital outlay match funds: | | | |
| | Cash: | | \$0 | |
| | In-kind: | | \$0 | |
| | Please describe any capital outlay costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project. | | | |
| | Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.). | | | |
| 14. | Indirect/De Minimis Costs | Year 1 | Year 2 | Total |
| | Type and amount of indirect cost match funds: | | | |
| | Cash: | | \$0 | |
| | In-kind: | | \$0 | |
| | Please describe any indirect costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project. | | | |
| | Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.). | | | |
| 15. | Administrative | Year 1 | Year 2 | Total |
| | Type and amount of administrative match funds: | | | |
| | Cash: | | \$0 | |
| | In-kind: | | \$0 | |
| | Please describe any administrative costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project. | | | |

P. VOCA Match

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

| | | | | |
|------------|--------------|---------------|---------------|--------------|
| 16. | Other | Year 1 | Year 2 | Total |
|------------|--------------|---------------|---------------|--------------|

Type and amount of other match

funds:

| | | | |
|-------|--|--|-----|
| Cash: | | | \$0 |
|-------|--|--|-----|

| | | | |
|----------|--|--|-----|
| In-kind: | | | \$0 |
|----------|--|--|-----|

Please describe any other costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

Type and amount of other match

funds:

| | | | |
|-------|--|--|-----|
| Cash: | | | \$0 |
|-------|--|--|-----|

| | | | |
|----------|--|--|-----|
| In-kind: | | | \$0 |
|----------|--|--|-----|

Please describe any other costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

Type and amount of other match

funds:

| | | | |
|-------|--|--|-----|
| Cash: | | | \$0 |
|-------|--|--|-----|

| | | | |
|----------|--|--|-----|
| In-kind: | | | \$0 |
|----------|--|--|-----|

Please describe any other costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

| | | | | |
|------------|--------------------|---------------|---------------|--------------|
| 17. | Total Match | Year 1 | Year 2 | Total |
| | Cash: | \$12,388.50 | \$12,388.50 | \$24,777.00 |
| | In-kind: | \$960.00 | \$960.00 | \$1,920.00 |
| | Total: | \$13,348.50 | \$13,348.50 | \$26,697.00 |

Q. Budget Summary

| | Year 1 | | Year 2 | | Total | |
|--|-------------|-------------|-------------|-------------|--------------|-------------|
| | VOCA | CFA | VOCA | CFA | VOCA | CFA |
| 1. VOCA/CFA Allocations (entered by CVSD): | \$53,394.00 | \$22,608.00 | \$53,394.00 | \$22,608.00 | \$45,216.00 | |
| 2. Total Grant Funds Requested: | \$53,394.00 | \$22,608.00 | \$53,394.00 | \$22,608.00 | \$106,788.00 | \$45,216.00 |

| | Total VOCA Grant Funds | Total VOCA Program Income | Total CFA |
|---|------------------------|---------------------------|------------|
| 3. Total Administrative Funds Allowable*: | \$9,768.80 | \$0 | \$4,141.60 |

* The calculation provided under "Total Administrative Funds Allowable" may need adjusting depending on the exact costs included in the proposed budget. Your Fund Coordinator may ask you to adjust administrative costs as necessary during the modification process.

| | Total VOCA |
|-------------------------------|----------------------------|
| 4. Total VOCA Match Required: | \$26,697.00 \$26,702.00 |

5. Year One VOCA Budget

| Personnel | Year One VOCA Grant Funds | Year One VOCA Program Income | Year One Cash Match | Year One In-Kind Match | Year One Total Match | Year One Total Project |
|-------------------------------|---------------------------|------------------------------|---------------------|------------------------|----------------------|------------------------|
| Salary | \$30,057.30 | \$0 | \$12,388.50 | \$960.00 | \$13,348.50 | \$43,405.80 |
| Personnel Expenses | \$14,264.82 | \$0 | \$0 | \$0 | \$0 | \$14,264.82 |
| Total | \$44,322.12 | \$0 | \$12,388.50 | \$960.00 | \$13,348.50 | \$57,670.62 |
| Personnel Services & Supplies | Year One VOCA Grant Funds | Year One VOCA Program Income | Year One Cash Match | Year One In-Kind Match | Year One Total Match | Year One Total Project |
| Contractual Services | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Travel | \$162.00 | \$0 | \$0 | \$0 | \$0 | \$162.00 |
| Training | \$3,711.30 | \$0 | \$0 | \$0 | \$0 | \$3,711.30 |
| Office Supplies | \$198.58 | \$0 | \$0 | \$0 | \$0 | \$198.58 |
| Postage | \$200.00 | \$0 | \$0 | \$0 | \$0 | \$200.00 |

Q. Budget Summary

| | | | | | | |
|-----------------------------|---------------------------|------------------------------|---------------------|------------------------|----------------------|------------------------|
| Printing & Copying | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Communication | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Equipment Rental | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total | \$4,271.88 | \$0 | \$0 | \$0 | \$0 | \$4,271.88 |
| Services & Supplies | | | | | | |
| Other Costs | Year One VOCA Grant Funds | Year One VOCA Program Income | Year One Cash Match | Year One In-Kind Match | Year One Total Match | Year One Total Project |
| Rent | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Emergency Services | \$500.00 | \$0 | \$0 | \$0 | \$0 | \$500.00 |
| Capital Outlay | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Indirect Costs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Administrative | \$4,300.00 | \$0 | \$0 | \$0 | \$0 | \$4,300.00 |
| Other | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Other Services | \$4,800.00 | \$0 | \$0 | \$0 | \$0 | \$4,800.00 |
| Total | \$53,394.00 | \$0 | \$12,388.50 | \$960.00 | \$13,348.50 | \$66,742.50 |
| | | \$0 | | | | |

Q. Budget Summary

| 6. Year Two VOCA Budget | | | | | | |
|--|----------------------------------|-------------------------------------|----------------------------|-------------------------------|-----------------------------|-------------------------------|
| Personnel | Year Two VOCA Grant Funds | Year Two VOCA Program Income | Year Two Cash Match | Year Two In-Kind Match | Year Two Total Match | Year Two Total Project |
| Salary | \$30,824.36 | \$0 | \$12,388.50 | \$960.00 | \$13,348.50 | \$44,172.86 |
| Personnel Expenses | \$15,180.97 | \$0 | \$0 | \$0 | \$0 | \$15,180.97 |
| Total | \$46,005.33 | \$0 | \$12,388.50 | \$960.00 | \$13,348.50 | \$59,353.83 |
| Personnel Services & Supplies | Year Two VOCA Grant Funds | Year Two VOCA Program Income | Year Two Cash Match | Year Two In-Kind Match | Year Two Total Match | Year Two Total Project |
| Contractual Services | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Travel | \$162.00 | \$0 | \$0 | \$0 | \$0 | \$162.00 |
| Training | \$2,134.70 | \$0 | \$0 | \$0 | \$0 | \$2,134.70 |
| Office Supplies | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Postage | \$200.00 | \$0 | \$0 | \$0 | \$0 | \$200.00 |
| Printing & Copying | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Communication | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Equipment Rental | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total | \$2,496.70 | \$0 | \$0 | \$0 | \$0 | \$2,496.70 |
| Services & Supplies | Year Two VOCA Grant Funds | Year Two VOCA Program Income | Year Two Cash Match | Year Two In-Kind Match | Year Two Total Match | Year Two Total Project |
| Other Costs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Rent | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Emergency | \$91.97 | \$0 | \$0 | \$0 | \$0 | \$91.97 |

Q. Budget Summary

| | | | | | | |
|-----------------------|--------------------|------------|--------------------|-----------------|--------------------|--------------------|
| Services | | | | | | |
| Capital Outlay | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Indirect Costs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Administrative | \$4,800.00 | \$0 | \$0 | \$0 | \$0 | \$4,800.00 |
| Other | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Other | \$4,891.97 | \$0 | \$0 | \$0 | \$0 | \$4,891.97 |
| Services Total | \$53,394.00 | \$0 | \$12,388.50 | \$960.00 | \$13,348.50 | \$66,742.50 |

7. **VOCA Budget Summary**

| Personnel | Total VOCA Grant Funds | Total VOCA Program Income | Total VOCA Match | Total VOCA Project |
|--------------------------------|-------------------------------|----------------------------------|-------------------------|---------------------------|
| Salary | \$60,881.66 | \$0 | \$26,697.00 | \$87,578.66 |
| Personnel Expenses | \$29,445.79 | \$0 | \$0 | \$29,445.79 |
| Total Personnel | \$90,327.45 | \$0 | \$26,697.00 | \$117,024.45 |
| Services & Supplies | Total VOCA Grant Funds | Total VOCA Program Income | Total VOCA Match | Total VOCA Project |
| Contractual | \$0 | \$0 | \$0 | \$0 |
| Travel | \$324.00 | \$0 | \$0 | \$324.00 |
| Training | \$5,846.00 | \$0 | \$0 | \$5,846.00 |
| Office Supplies | \$198.58 | \$0 | \$0 | \$198.58 |
| Postage | \$400.00 | \$0 | \$0 | \$400.00 |

Q. Budget Summary

| | | | | |
|--------------------------------|------------------------|---------------------------|--------------------|---------------------|
| Printing & Copying | \$0 | \$0 | \$0 | \$0 |
| Communication | \$0 | \$0 | \$0 | \$0 |
| Equipment Rental | \$0 | \$0 | \$0 | \$0 |
| Total | \$6,768.58 | \$0 | \$0 | \$6,768.58 |
| Services & Supplies | | | | |
| Other Costs | Total VOCA Grant Funds | Total VOCA Program Income | Total VOCA Match | Total VOCA Project |
| Rent | \$0 | \$0 | \$0 | \$0 |
| Emergency Services | \$591.97 | \$0 | \$0 | \$591.97 |
| Capital Outlay | \$0 | \$0 | \$0 | \$0 |
| Indirect Costs | \$0 | \$0 | \$0 | \$0 |
| Administrative | \$9,100.00 | \$0 | \$0 | \$9,100.00 |
| Other | \$0 | \$0 | \$0 | \$0 |
| Total Other Services | \$9,691.97 | \$0 | \$0 | \$9,691.97 |
| Total | \$106,788.00 | \$0 | \$26,697.00 | \$133,485.00 |
| | | | | \$0 |

8. CFA Budget Summary

| Personnel | Year One Grant Funds | Year Two Grant Funds | Total Project |
|---------------|----------------------|----------------------|---------------|
| Salary | \$12,881.70 | \$13,210.44 | \$26,092.14 |

Q. Budget Summary

| | | | |
|---------------------------|--------------------|--------------------|--------------------|
| Personnel Expenses | \$6,113.50 | \$6,506.14 | \$12,619.64 |
| Total Personnel | \$18,995.20 | \$19,716.58 | \$38,711.78 |

| Services & Supplies | Year One Grant Funds | Year Two Grant Funds | Total Project |
|--------------------------------------|-----------------------------|-----------------------------|----------------------|
| Contractual Services | \$0 | \$0 | \$0 |
| Travel | \$26.00 | \$26.00 | \$52.00 |
| Training | \$0 | \$0 | \$0 |
| Office Supplies | \$186.80 | \$0 | \$186.80 |
| Postage | \$50.00 | \$50.00 | \$100.00 |
| Printing & Copying | \$0 | \$0 | \$0 |
| Communication | \$800.00 | \$800.00 | \$1,600.00 |
| Equipment Rental | \$0 | \$0 | \$0 |
| Total Services & Supplies | \$1,062.80 | \$876.00 | \$1,938.80 |

| Other Costs | Year One Grant Funds | Year Two Grant Funds | Total Project |
|---------------------------|-----------------------------|-----------------------------|----------------------|
| Rent | \$0 | \$0 | \$0 |
| Emergency Services | \$750.00 | \$15.42 | \$765.42 |
| Capital Outlay | \$0 | \$0 | \$0 |
| Indirect | \$0 | \$0 | \$0 |

Q. Budget Summary

Costs

| | | | |
|-----------------------|--------------------|--------------------|--------------------|
| Administrative | \$1,800.00 | \$2,000.00 | \$3,800.00 |
| Other | \$0 | \$0 | \$0 |
| Total Other | \$2,550.00 | \$2,015.42 | \$4,565.42 |
| Services | | | |
| Total | \$22,608.00 | \$22,608.00 | \$45,216.00 |
| | | | \$0 |

FOR CAICs ONLY:

9. The agency accepts our General Fund Child Abuse Medical Assessment allocation in the amount of:

2017-2019 VOCA/CFA Non-Competitive Application

EXAMPLE LETTER OF AUTHORIZATION
MUST BE COMPLETED ON AGENCY LETTERHEAD

August 1, 2017

Sarah T. Board-Chair
ABC Victim Services
Your Town, OR 90000

CVSD Fund Coordinators
Oregon Department of Justice
Crime Victims' Services Division
1162 Court St. NE
Salem, OR 97301-4096

Dear CVSD Fund Coordinators:

This letter is to inform you that, on behalf of the Board of Directors of ABC Victim Services, K. T. Manager is hereby given authority to sign VOCA/CFA Application award documents and reporting forms on behalf of the agency for the period October 1, 2017 – September 30, 2019.

Don't hesitate to contact me should you have any questions or require additional information.

Sincerely,
Sarah T. Board-Chair,
President of the Board

CERTIFICATE OF NON-SUPPLANTING

It is necessary to provide assurance that sub-grant funds will not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. The certificate is to be signed by the applicant agency's fiscal officer.

Supplanting Definition: Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the applicant or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

CERTIFICATION

The applicant certifies that any funds awarded through the Victims of Crime Act (VOCA) will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purpose of providing services to victims of crime. The applicant understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.

Signature of Fiscal Officer

Date

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](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Personnel Actions done by Appointing Authorities

AGENDA DATE^a: 9/6/17 **DEPARTMENT:** Personnel **TIME NEEDED:** 3 minutes

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

CONTACT PERSON: Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 8/28/17

BRIEF BACKGROUND OR NOTE^b: Presentation to the Board per Personnel Rules change April 2016

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Appointment

- (1) Exhibit A
- (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) Employment contract

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes No

Commissioner Sue Gold Yes No

Commissioner Court Boice Yes No

Not applicable to Sheriff's Department since they do not have a liaison



Exhibit A

Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 07-10-17

Employee's Name:

Kenneth Moore

Recommending Official

Sheriff John Ward

Action to be Taken: (check all that apply)

- Checkboxes for New Hire, Promotion, Payroll Allocation Change, Rehire, Change in Pay, Leave of Absence, Transfer, Other.

Job Description Attached

Start/Effective Date: 07-10-17

Temporary (less than 180 days) requires end date

End Date:

Seasonal (less than 90 days) requires end date

OR Continuing

FROM (use for changes)

Table with columns: Dept, Range, Step, Base Pay, Per. Row 1: Dept, Range, Step, Base Pay, Per, Month.

TO (use for new hires & changes)

Table with columns: Dept, Range, Step, Base Pay, Per. Row 1: Curry County Sheriff, Corrections, S-7, A, 3258, Month.

Certification (list):

*Allocation Change:

No Change

Explanation:

Table with columns: Fund, Dept, Division, Object, %. Row 1: Sum of percentages must equal 100%

Comments / Other: Use this space to clarify, explain, or justify personnel actions. Be specific and use sufficient detail so that future readers will understand what change(s) occurred, why, and the resulting effect on the employee's pay.

New hire for Corrections Deputy, no prior experience

REQUIRED SIGNATURES: Please sign and date.

Supervisor:

Date:

Department

Head/Elected Official:

Date: 7-10-17

Employee:

Date:

Human Resources:

Date: 7/21/17

Handwritten signatures for Sheriff and HR

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](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Bid Award - Jerry's Flat Grinding Project 2017 with Signatory Authority to the Roadmaster.

AGENDA DATE^a: September 6th, 2017 **DEPARTMENT:** Roads **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: Road Master **PHONE/EXT:** 3393 **TODAY'S DATE:** 8/29/2017

BRIEF BACKGROUND OR NOTE^b: One bid was received for the 2017 Jerry's Flat grinding project. Tidewater Contractors was only Bid received. The bid was within the engineers estimate and I would recommend awarding both projects with signatory authority to the Road Master.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (1) Bid Results
- (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
- 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: Consent Calendar

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail) Contract commitment for \$15,500

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Thomas Huxley Yes No
- Commissioner Sue Gold Yes No
- Commissioner Court Boice Yes No

Not applicable to Sheriff's Department since they do not have a liaison

Jerry's Flat Grinding Project - 2017

Received Quote Results

August 29th, 2017

Quotes Due @ 11:00:00 A.M.

QUOTE SUMMARY

| Company | Total Price |
|------------------------------------|--------------------|
| <u>Tidewater Contractors, Inc.</u> | <u>\$15,500.00</u> |

Project for price quotes was placed on the County website on August 16th, 2017.

Quote Requests were mailed to contractors known to have equipment to perform the work - Tidewater Contractors, Inc., TFT Construction Inc., Kerr Contractors, and Hatch Western Co., Inc.

No other inquiries were made from other contractors.

One price quote was submitted by Tidewater Contractors for the proposed price of \$15,500.00.

Engineers estimated range: \$15K - 25K.

Bid is within estimate and award is recommended.

Jerry Story

Contract Officer

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: Amendment to Curry County Comprehensive Plan Chapter 12 – Transportation.

AGENDA DATE^a: 09.06.2017 **DEPARTMENT:** Community Development

TIME NEEDED: 45 minutes

^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 **PHONE/EXT:** 3228 **TODAY’S DATE:** 06.26.2017

BRIEF BACKGROUND OR NOTE^b: Changes to the Curry County Comprehensive Plan Chapter 12 - Transportation are before the Board for consideration as discussed in the attached staff report.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Ordinance

- (1) Staff report
- (2) Ordinance
- (3) U.S.101 Corridor Plan(Chetco river bridge to Oregon/California Border)

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 johnsonc@co.curry.or.us

Phone:

Due date to send: 09 /07 / 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: (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 Susan Brown **Yes** **No**

Commissioner Thomas Huxley **Yes** **No**

Commissioner David Brock Smith **Yes** **No**

Not applicable to Sheriff's Department since they do not have a liaison



Board of Commissioners Agenda Report

Date: September 6, 2017

From: Carolyn Johnson, Community Development Director

Issue/Agenda Title: Amendment to Curry County Comprehensive Plan Chapter 12 – Transportation.

Recommendation: Accept public comments and Adopt Ordinance (Attachment 1) amending Curry County Comprehensive Plan Chapter 12 – Transportation with the following motion: “I move to adopt Ordinance 2017 - 04.”

Summary: The Oregon Department of Transportation (ODOT) has been working with the Community for some time to identify and plan for needed improvements along the U.S. Highway 101 Corridor from the Chetco River Bridge to the Oregon/California border. ODOT project manager Mr. Tom Guevara will provide a presentation of the Corridor Plan and the public review process to date. ODOT seeks the Board of Commissioners (Board) approval of the Plan. Mr. Guevara’s presentation was provided to the Planning Commission on Tuesday, September 5. The Planning Commission’s recommendation will be provided to the Board by staff in an oral presentation.

The adoption of the Corridor Plan triggers an amendment to the County’s Comprehensive Plan Chapter 12 – (Transportation), which Mr. Guevara has also prepared.

The current Chapter 12 includes language referencing a County adopted Transportation Systems Plan. Amendments to Chapter 12 deleting this language have been included in the attached as the County does not have an adopted Transportation Plan. Staff will provide oral comments on this matter at the Board meeting.

Fiscal impact of amendments to the County budget: None

Attachment:

1. Ordinance
2. U.S. Highway 101 Corridor Plan from the Chetco River Bridge to the Oregon/California border

ATTACHMENT 1

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

| | | |
|--|---|----------------------------|
| In the Matter of the Adoption of |) | |
| Comprehensive Plan Amendment 2017-04 |) | |
| Amending Comprehensive |) | ORDINANCE NO. 17-04 |
| Plan Chapter 12 by removing references |) | |
| to County adopted Transportation |) | |
| Systems Plan and approving the 2017 |) | |
| U.S. 101 Corridor Plan (Chetco River |) | |
| Bridge To Oregon/California Border. |) | |

The Board of Curry County Commissioners ordains as follows:

SECTION 1 TITLE

This Ordinance shall be known as Ordinance 17-04.

SECTION 2 AUTHORITY

This ordinance is being adopted under the authority of ORS Chapters 197 and 215.

SECTION 3 PURPOSE

The purpose of this Ordinance is to:

- A. Delete references to an adopted Transportation Systems Plan (TSP) in the Curry County Comprehensive Plan Chapter 12 – Transportation. The County does not have a State adopted TSP.
- B. Include the Oregon Department of Transportation prepared U.S. 101 Corridor Plan from the Chetco River Bridge to the Oregon/California Border in the Curry County Comprehensive Plan Chapter 12.

SECTION 4 ADOPTION

Adoption of this Ordinance, including Exhibit 1 attached hereto, amends Curry County Comprehensive Plan Chapter 12 – Transportation.

SECTION 5 SERVERANCE CLAUSE

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional (or otherwise invalid), such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The legislative body hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional (or otherwise invalid).

DATED this 6TH day of September, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice-Chair

Court Boice, Commissioner

Recording Secretary

Approved as to Form:

John Hutt
Curry County Legal Counsel

First Reading: September 6, 2017
Effective Date: September 6, 2017

**ORDINANCE 17-04
EXHIBIT 1**

Chapter 12 - TRANSPORTATION

*(Amended by Ordinance 05-07, adopted May 18, 2005, repealed and replaced entire chapter)
(Amended by Ordinance 02-03, adopted August 30, 2002, repealed and replaced entire chapter)*

(Amended by Ordinance 17-04, adopted September 6, 2017, adopting the U.S. 101 corridor plan and eliminating references to an adopted Transportation Plan.)

12.1 INTRODUCTION

The development of safe, convenient and economical transportation is an essential objective of the comprehensive plan. This chapter of the comprehensive plan describes the type and condition of transportation facilities in the county and their future potential and problems during the planning period.

Statewide Planning Goal 12 requires that the transportation plan for a county "shall 1) consider all modes of transportation; 2) be based upon an inventory of local, regional, and state transportation needs; 3) consider the differences in social consequences that would result from utilizing differing combinations of transportation modes; 4) avoid principal reliance upon any one mode of transportation; 5) minimize adverse social, economic and environmental impacts and costs; 6) conserve energy; 7) meet the needs of the transportation disadvantaged by improving service; 8) facilitate the flow of goods and services to strengthen the local and regional economy; and 9) conform with local and regional land use plan."

Goal 12 is implemented by Oregon Administrative Rules (OAR) 660-012-0000 to 660-012-0070, which is referred to as the Transportation Planning Rule. OAR 660-012-0015 (3) requires cities and counties to adopt a local Transportation System Plan (TSP) for lands within their jurisdictions. Local TSPs are required to establish a system of transportation facilities and services adequate to meet identified local transportation needs and shall be consistent with regional TSPs and adopted elements of the state TSP. The county is required to adopt the TSP as part of its comprehensive plan.

Curry County only has an adopted Transportation Element of the Comprehensive Plan. It does not have acknowledged Transportation Plan () for the county in accordance with the requirements of Goal 12 and the Transportation Planning Rule.

12.2 TRANSPORTATION ELEMENT

The *Curry County Transportation Element* is a separate document that includes all the inventory data, forecast methodology and analyses that were used to project future transportation system needs and probable improvements for the next 20 years. This Transportation Element has been adopted as a part of the Curry County Comprehensive Plan in order to address the requirements of Statewide Planning Goal 12 and is briefly summarized in this chapter. The comprehensive plan policies that were developed with the Transportation Element have also been adopted as part of this chapter of the plan and are found in Section 12.8. Amendments to various sections of the Curry County Zoning Ordinance and Land Division Ordinance were also adopted to implement the policies in this chapter of the comprehensive plan.

12.2.1 *Classification of Roads & Streets*

Curry County is served by two state highways; US 101 and Cape Blanco Highway and by two state facilities; Carpenterville Road and Meyers Creek Road. The most important transportation link in the county is Highway U.S. 101 which transects the county from north to south along the coast. The 1999 *Oregon Highway Plan* (OHP) classifies the state highway into five different categories. These categories are as follows: interstate highways, state highways, regional highways, district highways and local interest roads. US 101 in Curry County is classified as a state highway which is a highway that typically provides inter-urban and inter-regional mobility and connections to larger urban areas, ports, and major recreation areas that are not directly served by interstate highways.

Other streets and roads in the county can be classified into five broad functional classes:

- | | |
|---------------------|---|
| Principal Arterial: | A roadway with substantial interstate and statewide travel. Principal arterials serve both through traffic and trips of moderate length. Access is partially controlled with infrequent access to abutting properties- |
| Minor Arterial: | A roadway that links cities or land uses that generate large numbers of trips. Travel speeds will be relatively high with minimum interference to through movements. |
| Major Collector: | A roadway providing service to land uses that generates trips such as consolidated schools, shipping points, parks mining and agricultural areas. This type of road links minor collectors with streets of higher classification. |
| Minor Collector: | A roadway providing service to small communities. This type of road links locally important land uses that generate trips with rural destinations. |
| Local Road: | A public road that is not a city street, state highway or federal road. A road connecting the local uses with the collector system. Property access is the main priority; through traffic is not encouraged. |

The U.S. Forest Service (USFS) has jurisdiction over a significant number of roads in Curry County. Most of these roads are located exclusively within the boundaries of the Siskiyou National Forest and their primary function is to provide access to the forest for logging and recreation activities. The USFS is not a public road agency; therefore, its responsibilities and liabilities for road maintenance are not the same as the state and county. Due to recent reduction in the amount of logging activity in the Siskiyou National Forest and reductions in the federal budget there have been closures of numerous roads within the USFS road system. The priority roads are those that still have considerable recreational and commercial use. The USFS classifies its roads using a system of maintenance levels. There are five maintenance levels in the classification as follows:

| | |
|---------------------|--|
| Maintenance Level 1 | This level is assigned to intermittent service roads during the time periods that they are closed to vehicular traffic. Basic custodial maintenance is performed to reduce damage to adjacent resources and to perpetuate the road for future use. |
| Maintenance Level 2 | Assigned to roads open for use by high clearance vehicles. Passenger cars are not considered in the maintenance of these roads. Traffic is normally minor and consists of administrative, permitted, dispersed recreation or other specified uses. |
| Maintenance Level 3 | Assigned to roads open and maintained for travel by prudent drivers in a standard passenger car. User comfort and convenience are not considered priorities in maintenance. Roads in this class are typically low speed, single lane with turnouts and spot surfacing. |
| Maintenance Level 4 | Assigned to roads that provide a moderate degree of user comfort and convenience at moderate travel speeds. Most roads are double lane and aggregate surfaced however, some roads in this class may be single lane. |
| Maintenance Level 5 | Assigned to roads that provide a high degree of user comfort and convenience. These roads are normally double lane, paved facilities. Some may be aggregate surfaced. |

The distinction between these maintenance levels is not always sharply defined and some parameters may overlap two or more different levels for the road in question. Generally the desired level of user comfort and convenience is used as the overriding criteria to determine the maintenance level of each road.

12.2.2 *Inventory of County Roads*

Table 12.2 A is the inventory of major public streets and roads in Curry County included in the Curry County Transportation System Plan. This inventory identifies the streets and roads by jurisdiction, functional class, and provides other information regarding the physical attributes of the facility and its associated uses.

US 101 is the only principal arterial in the county that links all of the subareas of the county with the exception of the community of Agness. US 101 also connects the county to other regions and accommodates all traffic passing through the county. To the south US 101 connects Curry County to the state of California and to the north it connects the county to the cities of Bandon and Coos Bay in Coos County. Within Curry County US 101 is generally a two lane roadway with a 55 mph speed limit in the unincorporated areas of the county. The facility has left turn lanes at major intersections and additional passing lanes along those sections with significant grades.

Jerry's Flat Road/Agness Road is the only minor arterial within the county. This road connects the unincorporated community of Agness with the City of Gold Beach and links to a USFS seasonal use road extending easterly from Curry County into Josephine County. Presently this road is under county jurisdiction from Gold Beach to Lobster Creek and is a

USFS road from Lobster Creek to Agness. It is a two lane paved roadway with various speed limits depending upon traffic levels and adjacent uses along the various segments of the road.

There are twenty (20) roads in Curry County that are classified as major collectors. These roads typically branch east and west from US 101 along river valleys to carry traffic from residential and forestry/agricultural areas that lie away from the highway, in some instances they link minor collector roads with US 101. Most major collectors are under county jurisdiction; however, a few are state facilities. Examples of major collectors in the county are Elk River Road, Squaw Valley Road and Carpenterville Road (state facility).

There are thirteen (13) roads and streets in Curry County that are classified as minor collectors. These roads typically link locally important land uses (residential clusters, commercial sites, recreational facilities, etc.) to major collectors or to US 101. Most minor collectors are under county jurisdiction, however, a few link to city streets. Examples of minor collectors in the county are Floras Lake Road, Nesika Road, North Bank Pistol River Road and Oceanview Drive.

There are many public streets and roads in Curry County that are classified as local roads. These are roads that are not city streets, state highways or federal roads that connect local uses to the collector road system. All county roads that are not classified as arterials, or collectors are considered to be local roads.

Appendix B - 2001 Curry County Road & Street Inventory

| Road Name | Terminus | County | Classification | Width | Length | Surface | Condition | Notes |
|-------------------------------|---|--------|-----------------|-------|----------|---------|-----------|-------|
| Haga Road #134 | western terminus to Flores Lake Loop Rd | County | major collector | 40-50 | 19 to 20 | 2 | no | no |
| Lakeshore Drive #131 | | County | local | 25 | 20 | 2 | no | no |
| Oceanside Lane #132 | | County | local | 25 | 20 | 2 | no | no |
| Lakes End Drive #140 | | County | local | 25 | 24 | 2 | no | no |
| Borce-Cope Road #142 | | County | local | 25 | 22 | 2 | no | no |
| Borce-Cope Park Road #142.1 | | County | local | | 12 to 18 | 1 | no | no |
| Woodhill Lane #143 | | County | local | 25 | 22 | | no | no |
| Stonemonger Road #145 | | County | local | 25 | 12 to 24 | 2 | no | no |
| County Shop Road #148 | | County | local | 25 | 24 | 2 | no | no |
| Pacific High School Road #154 | | County | local | | 28 | 2 | no | no |
| Airport Road #160 | | County | major collector | 60 | 20 | 2 | no | no |
| Crystal Creek Road #172 | | County | local | 60 | 20 to 21 | 2 | no | no |
| Childers Road #178 | | County | local | 25 | 14 to 22 | 2 | no | no |
| Dement Creek Road #180 | | County | local | | | | no | no |
| Sixes River Road #184 | | County | major collector | BR | 21 to 22 | 2 | no | no |
| Cape Blanco Road | | State | major collector | * | 20 to 21 | 2 | no | no |
| Dewey Road #190 | | County | local | 50-60 | 15 to 23 | 2 | no | no |
| Grassy Knob Road #196 | | County | local | 60 | 22 | 2 | no | no |
| Thunderfinger Park Road #197 | | County | local | | | | no | no |
| Mickenzia Road #202 | | County | local | 50 | 20 | 2 | no | no |
| Elk River Road #208 | | County | major collector | 45 | 23 to 24 | 2 | no | no |
| Nicholson Drive #209 | | County | local | 25 | 16 to 32 | 2 | no | no |
| Knapp Road #214 | | County | local | 25 | 25 to 26 | 2 | no | no |
| Silver Butte Road #220 | | County | local | | | | no | no |

Appendix B - 2001 Curry County Road & Street Inventory

| | | | | | | | | | | | | | | |
|----------------------------|--|-------------|-----------------|----|-----|----------|---|----|----|----|----|----|----|--------|
| Rosea Way #221 | end of county road to Rosea Way | County | local | * | 50 | 20 to 24 | 2 | no | no | no | no | no | no | good |
| Myrtle Lane #226 | Rosea Way to US 101 | County | local | * | VAR | 24 | 2 | no | no | no | no | no | no | good |
| Acacia Lane #228 | | County | local | | | | | | | | | | | |
| Zimmerman Lane #229 | | County | local | | | | | | | | | | | |
| Port Orford Loop Road #230 | US 101 (east end) to Harbor Drive | County | minor collector | 40 | 60 | 22 to 24 | 2 | no | no | no | no | no | no | good |
| | Harbor Drive to US 101 (east end) | Port Orford | minor collector | 25 | 60 | 22 | 2 | no | no | no | no | no | no | good |
| Herkeley Hill Road #232 | | County | local | 25 | | 20 to 22 | 2 | no | no | no | no | no | no | |
| Arizona Street #245 | northern terminus to Paradise Point Road | County | local | BR | 60 | 22 to 23 | 2 | no | no | no | no | no | no | fair |
| Garrison Lake Road #241 | | County | local | 25 | | | 2 | | | | | | | |
| Paradise Point Road #244 | western terminus to Arizona Street | County | minor collector | * | 50 | 22 to 23 | 2 | no | no | no | no | no | no | fair |
| | Arizona Street to US 101 | County | minor collector | * | 60 | 22 to 23 | 2 | no | no | no | no | no | no | fair |
| Visa Drive #269 2 | 18th Street to Cedar Hollow Road | Port Orford | local | * | 60 | 20 | 2 | no | no | no | no | no | no | fair |
| | Cedar Hollow Road to Old Mill Road | County | local | * | 60 | 21 | 2 | no | no | no | no | no | no | fair |
| Old Mill Road #269 1 | Visa Drive to Blanchard Drive | County | local | * | 50 | 18 to 20 | 2 | no | no | no | no | no | no | fair |
| | Blanchard Drive to Cemetery Loop Rd | County | local | * | 50 | 18 to 20 | 2 | no | no | no | no | no | no | fair |
| Cedar Hollow Drive #269 3 | | County | local | 25 | 50 | 18 | 2 | no | no | no | no | no | no | |
| Hunting Way #269 4 | | County | local | 25 | 50 | 16 to 18 | 2 | no | no | no | no | no | no | |
| Blanchard Drive #269 5 | | County | local | 25 | 50 | 20 | 2 | no | no | no | no | no | no | |
| Park Road #269 6 | | County | local | 25 | 50 | 20 | 2 | no | no | no | no | no | no | |
| Hubbard Creek Road #274 | | County | local | * | 60 | 12 to 20 | 2 | no | no | no | no | no | no | |
| Cemetery Loop Road #268 | US 101 (east end) to east city limits | Port Orford | local | * | 60 | 19 to 20 | 2 | no | no | no | no | no | no | good |
| | east city limits to Old Mill Road | County | local | * | 60 | 19 to 20 | 2 | no | no | no | no | no | no | good |
| | Old Mill Road to US 101 (west end) | County | local | * | 60 | 19 to 20 | 2 | no | no | no | no | no | no | good |
| Noble Drive #277 | | County | local | 25 | | 16 to 18 | 2 | no | no | no | no | no | no | |
| Coast Guard Road | US 101 to terminus | State | major collector | * | | 25 | 2 | no | no | no | no | no | no | good |
| China Mountain Road #280 | | County | local | | | 14 to 20 | | no | no | no | no | no | no | gravel |
| Agness-Illike Road #375 | | County | local | 25 | | 12 to 26 | | no | no | no | no | no | no | |

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| | | | | | | | | | | | | |
|-----------------------------|---|--------|-----------------|----|----------|----------|--|----|----|----|----|--------|
| Cougar Lane #425 | | County | local | 25 | | 20 | | no | no | no | no | |
| Oak Flat Road #450 | | County | local | 25 | | 14 to 20 | | no | no | no | no | |
| Arizona Ranch Road #450 | | County | local | 25 | | 14 to 20 | | no | no | no | no | |
| Coy Creek Road #509 | US 101 (north end) to Ophir Road | County | local | * | 60 | 19 | | no | no | no | no | fair |
| Eucine Creek Road #505 | Ophir Road to Eucine Creek Bridge | County | major collector | BR | 40 | 21-24 | | no | no | no | no | good |
| Starweaver Road #507 | | County | local | | | | | | no | no | no | |
| Ophir Road #510 | US 101 (north end) to Squaw Valley Road | County | minor collector | 45 | 60 | 20-21 | | no | no | no | no | fair |
| | Squaw Valley Road to Nesika Road | County | minor collector | 45 | VAR | 20-21 | | no | no | no | no | fair |
| Horizon Drive #511.1 | | County | local | 25 | | 12 to 20 | | no | no | no | no | |
| Humboldt Lane #511.2 | | County | local | 25 | | 18 to 20 | | no | no | no | no | gravel |
| Mills Way #511.3 | | County | local | 25 | | | | | no | no | no | |
| Squaw Valley Road #515 | Ophir Road to North Bank Rogue Road | County | major collector | * | 50-60 | 22 | | no | no | no | no | good |
| Ponderosa Road #518 | | County | local | 25 | | 18 to 24 | | no | no | no | no | |
| McIntosh Drive #520 | | County | local | 25 | | 18 to 20 | | no | no | no | no | |
| Nesika Road #524 | US 101 (north end) to Gun Club Road | County | major collector | 40 | 60 | 22 to 24 | | no | no | no | no | good |
| | Gun Club Road to US 101 (south end) | County | major collector | 55 | 60 | 22 to 24 | | no | no | no | no | |
| Grange Road #525 | | County | local | 25 | | 22 to 24 | | no | no | no | no | |
| Chandler Road #527 | | County | local | 25 | | 20 | | no | no | no | no | |
| A Street #530 | | County | local | 25 | | 24 | | no | no | no | no | |
| B Street #531 | | County | local | 25 | | 20 | | no | no | no | no | |
| Kilgore Road #532 | | County | local | 25 | | 18 | | no | no | no | no | |
| Gun Club Road #534 | | County | local | 25 | | 24 | | no | no | no | no | |
| Hillside Acres Road #535 | | County | local | 45 | 50 | 20 to 21 | | no | no | no | no | fair |
| Raccoon Lane #537 | | County | local | | | 12 | | | no | no | no | |
| Eaton Creek Road #540 | US 101 to North Bank Rogue River Road | County | local | * | 50 to 80 | 21 to 22 | | no | no | no | no | good |
| Nesika Beach Dump Road #541 | | County | local | 25 | | 20 | | no | no | no | no | |

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| | | | | | | | | | | | | |
|-----------------------------------|--|--------|-----------------|----|-----|----------|--------|--|------|----|------------|-----------|
| Thompson Road #872 | | County | local | 25 | | 16 to 20 | | | no | no | no | |
| Gardner Ridge Road #800 | | County | local | 25 | | 12 to 20 | 2 | | no | no | no | |
| South Bank Chetco River Road #808 | US 101 to Harbor View Harbor View to Mount Emily Road | County | major collector | 35 | VAR | 25 | 2 | | no | no | no | |
| | | County | major collector | 40 | 50 | | 2 | | no | no | no | |
| So Bank Chetco Underpass #808.1 | | County | local | | | | | | no | no | no | |
| Payne Road #810 | | County | local | 25 | | 24 to 26 | 2 | | no | no | no | |
| Chitico Lane #811 | | County | local | 25 | | 32 | | | no | no | no | |
| Salmobery Road #812 | | County | local | | | | | | no | no | no | |
| Foster Road #813 | | County | local | 25 | | 24 | 2 | | no | no | no | |
| Harbor View Circle #814 | | County | local | 25 | | 36 | 2 | | | | no | |
| Shopping Center Avenue #815 | Lower Harbor Road to Hoffield Lane | County | collector | 35 | VAR | 32 to 46 | 2 to 3 | | part | no | south side | yes |
| Shopping Center Connect #815.1 | | County | collector | | | | | | | | | good |
| Lower Harbor Road #816 | US 101 to W. Berham Lane | County | collector | 30 | 50 | 40 to 47 | 2 to 3 | | yes | no | north side | yes |
| West Berham Lane #817 | Lower Harbor Road to US 101 | County | collector | 35 | 60 | 30 | 2 | | yes | no | north side | yes |
| East Berham Lane #818 | US 101 to terminus | County | collector | | 30 | 24 | 2 | | no | no | no | no |
| Bayview Drive #819 | | County | local | 25 | | 24 | | | | | | no |
| Wenborne Lane #821 | West Berham Lane to Oceanview Drive | County | collector | 35 | VAR | 26 | 2 | | no | no | no | good |
| Boat Basin Road #824 | | County | local | 25 | | | | | | | | |
| East Hoffield Lane #840 | US 101 to terminus | County | local | | 50 | | 2 | | no | no | no | no |
| Chapman Road #841 | | County | local | 25 | | 20 | | | | | | no |
| West Hoffield Lane #848 | US 101 to terminus | County | local | | 40 | 20 | 2 | | no | no | no | no |
| Castline Loop #856 | | County | local | 25 | | 10 to 20 | | | | no | no | pt gravel |
| Lwey Lane #857 | | County | local | 25 | | 36 | | | | no | no | |
| Fiorati Hill Drive #860.1 | | County | local | 25 | | 18 to 30 | | | | no | no | |
| Wedgewood Lane #860.2 | | County | local | 25 | | 28 | | | | | | no |

12.2.3 Current Traffic Conditions

The Transportation Element includes an evaluation of the current conditions of the transportation system, including the current traffic on the road and street system. During the development of the Transportation Element, a study was made of the existing traffic volumes from Oregon Department of Transportation (ODOT) and Curry County Road Department traffic count data. In addition, the morning and evening peak hour turning movement traffic volumes were determined at major intersections, traffic signal locations and intersections adjacent to land uses that generate a significant amount of traffic. This data was then adjusted for seasonal variation using the seasonal factors from the ODOT permanent traffic count station located on US 101 approximately one mile north of the California-Oregon state line. The results of these studies are given in the figures and tables included in the Transportation Element .

The current seasonally adjusted traffic volume data was then analyzed to determine the Level of Service (LOS) and Vehicle/Capacity Ratio (V/C) for the intersections and roadway segments.

**TABLE 12.2B
LEVEL OF SERVICE (LOS) & V/C RATIO CRITERIA FOR
UNSIGNALIZED INTERSECTIONS**

| Level of Service | Ave. Delay (Sec./Vehicle) | Expected Delay |
|------------------|---------------------------|----------------------------|
| A | < 10.0 | Little or no delay |
| B | >10.0 <15.0 | Short delays |
| C | >15.0 <25.0 | Average delays |
| D | >25.0 <35.0 | Long delays |
| E | >35.0 <50.0 | Very long delays |
| F | >50.0 | Failure-extreme congestion |

The LOS at the roadway mid-blocks was calculated based on correlating the daily V/C to LOS. Table 12.2.C summarizes the volume to capacity (V/C) ratio ranges that were developed for determining level roadway mid-block LOS on urban and rural roadways.

**TABLE 12.2C
LEVEL OF SERVICE (LOS) & V/C RATIO CRITERIA FOR
ROADWAY MID BLOCKS**

| Level of Service | Description | Volume/Capacity (V/C) Ratio |
|------------------|-----------------------|-----------------------------|
| A | less than or equal to | 0.60 |
| B | less than or equal to | 0.70 |
| C | less than or equal to | 0.80 |
| D | less than or equal to | 0.90 |
| E | less than or equal to | 1.00 |
| F | greater than | 1.00 |

For the two lane highway segments along US 101 the LOS is based on percent time delayed in a no passing zone with speed and capacity used as secondary measures. LOS is also dependent on the type of terrain; level ground, rolling hills or mountainous grades. The traffic analysis assumed a rolling hill terrain for the county highway segments. Table 12.2D summarizes the LOS criteria for a two lane highway during the peak afternoon hour.

**TABLE 12.2D
LEVEL OF SERVICE (LOS) & V/C RATIO CRITERIA FOR
TWO LANE HIGHWAY WITH ROLLING TERRAIN**

| Level of Service | Percent Time Delay (mph) | Average Speed 0 20 | V/C Ratio Percent No Passing Zones | | | | | |
|------------------|--------------------------------|--------------------------|---------------------------------------|------|------|------|------|------|
| | | | 40 | 60 | 80 | 100 | | |
| A | < 30 | > 57 | 0.15 | 0.10 | 0.07 | 0.05 | 0.04 | 0.03 |
| B | < 45 | > 54 | 0.26 | 0.23 | 0.19 | 0.17 | 0.15 | 0.13 |
| C | < 60 | > 51 | 0.42 | 0.39 | 0.35 | 0.32 | 0.30 | 0.28 |
| D | < 75 | > 49 | 0.62 | 0.57 | 0.52 | 0.48 | 0.46 | 0.43 |
| E | < 75 | > 40 | 0.97 | 0.94 | 0.92 | 0.91 | 0.90 | 0.90 |
| F | 100 | < 40 | - | - | - | - | - | - |

The 1999 Oregon Highway Plan has defined minimum highway mobility standards by maximum volume to capacity (V/C) ratio thresholds by facility types. Thus a V/C ratio is defined as the peak hour traffic volume (vehicles per hour) on a highway section divided by the maximum volume that the highway section can handle (Refer to the OHP Highway Mobility Policy 1F and OHP Table 6 for State Highway Performance Targets).

Based on current AM peak hour, PM peak hour and daily traffic volumes, the LOS was calculated for certain intersections and roadway mid-blocks within the county. The results of this analysis for signalized and unsignalized intersections is summarized in Table 12.2E.

TABLE 12.2E(a)
EXISTING UNSIGNALIZED INTERSECTION LEVEL OF SERVICE (LOS) & V/C RATIO

| | A.M. Peak | | | PM Peak | | | |
|--|--------------------|---------------|-----------|---------|---------------|-----------|------|
| | LOS | Average Delay | V/C Ratio | LOS | Average Delay | V/C Ratio | |
| US 101/Floras Lake Loop Road | A | 7.5 | 0.00 | A | 7.7 | 0.00 | |
| | A | 7.7 | 0.00 | A | 7.6 | 0.01 | |
| | Northbound Left | A | 9.1 | 0.00 | B | 11.4 | 0.03 |
| | Southbound Left | A | 9.5 | 0.02 | B | 10.6 | 0.03 |
| | Eastbound Approach | | | | | | |
| Westbound Approach | | | | | | | |
| US 101/Euchre Creek Road | A | 0.0 | 0.00 | A | 7.5 | 0.00 | |
| | Southbound Left | B | 11.1 | 0.01 | B | 10.2 | 0.01 |
| | Westbound Left | A | 9.6 | 0.02 | A | 9.0 | 0.01 |
| | Westbound Right | | | | | | |
| US 101/Nesika Beach Road | A | 7.6 | 0.00 | A | 7.6 | 0.03 | |
| | Northbound Left | A | 7.6 | 0.01 | A | 7.6 | 0.00 |
| | Southbound Left | A | 9.2 | 0.04 | B | 10.0 | 0.05 |
| | Eastbound Approach | B | 10.0 | 0.02 | B | 10.6 | 0.03 |
| | Westbound Approach | | | | | | |
| US 101/Carpenterville Rd/Dawson Rd | A | 7.7 | 0.01 | A | 7.7 | 0.05 | |
| | Northbound Left | A | 7.7 | 0.02 | A | 8.2 | 0.02 |
| | | B | 10.0 | 0.06 | B | 11.1 | 0.09 |
| | Southbound Left | C | 15.8 | 0.30 | E | 39.0 | 0.70 |
| | Eastbound Approach | | | | | | |
| Westbound Approach | | | | | | | |
| US 101-Chetco Ave./Constitution Way (No..Bank Chetco River Rd.) | | | | | | | |
| | Southbound Left | A | 9.6 | 0.08 | B | 11.2 | 0.11 |
| | Westbound Right | B | 11.1 | 0.04 | B | 12.7 | 0.06 |
| | Westbound Left | F | 0.81 | 0.81 | F | >100.0 | 1.07 |

TABLE 12.2E(b)
EXISTING SIGNALIZED INTERSECTION LEVEL OF SERVICE (LOS) & V/C RATIO

| | A.M. Peak | | | PM Peak | | |
|---|-----------|---------------|-----------|---------|---------------|-----------|
| | LOS | Average Delay | V/C Ratio | LOS | Average Delay | V/C Ratio |
| US 101/Shopping Center Avenue | | | | | | |
| Northbound Left | C | 22.7 | 0.03 | D | 39.3 | 0.12 |
| Northbound Right/Through | A | 7.5 | 0.23 | B | 17.1 | 0.37 |
| Southbound Left | C | 22.7 | 0.03 | D | 38.9 | 0.06 |
| Southbound Through | A | 7.3 | 0.18 | B | 16.9 | 0.35 |
| Southbound Right | A | 6.6 | 0.01 | B | 15.8 | 0.22 |
| Eastbound Left/Through | C | 22.9 | 0.08 | C | 29.9 | 0.59 |
| Eastbound Right | C | 22.7 | 0.03 | C | 23.3 | 0.08 |
| Westbound Left/Through | C | 22.8 | 0.05 | C | 22.9 | 0.02 |
| Westbound Right | C | 22.7 | 0.03 | C | 22.9 | 0.02 |
| Overall | A | 8.4 | 0.17 | B | 19.5 | 0.42 |
| US 101/Hoffeldt Lane | | | | | | |
| Northbound Left | C | 22.9 | 0.07 | D | 37.3 | 0.36 |
| Northbound Right/Through | A | 7.4 | 0.21 | B | 10.8 | 0.31 |
| Southbound Left | C | 22.7 | 0.03 | D | 35.7 | 0.15 |
| Southbound Right/Through | A | 7.3 | 0.18 | B | 10.7 | 0.30 |
| Eastbound Approach | C | 25.5 | 0.43 | D | 35.3 | 0.54 |
| Westbound Approach | C | 24.5 | 0.31 | C | 30.6 | 0.13 |
| Overall | B | 10.4 | 0.22 | B | 15.5 | 0.37 |
| US 101/Benham Lane | | | | | | |
| No traffic counts were made at this intersection because it was in the process of being signalized at the time of the study | | | | | | |

The results of this analysis for roadway mid-blocks of major county roads is summarized in Table 12.2F.

TABLE 12.2F
EXISTING COUNTY ROADWAY LEVEL OF SERVICE (LOS) & V/C RATIO SUMMARY

| Roadway | Section | AADT | Capacity | V/C Ratio | LOS |
|---------------------------------|-----------------------------|-------|----------|-----------|-----|
| Langlois Mountain Rd | East of US 101 | 200 | 10,000 | 0.02 | A |
| Floras Lake Loop Rd (north end) | West of US 101 | 400 | 10,000 | 0.04 | A |
| Floras Lake Loop Rd (south end) | West of US 101 | 100 | 10,000 | 0.01 | A |
| Floras Lake Road | West of Floras Lake Loop Rd | 400 | 10,000 | 0.04 | A |
| Airport Rd | West of US 101 | 200 | 10,000 | 0.02 | A |
| Sixes River Rd | East of US 101 | 100 | 10,000 | 0.01 | A |
| Elk River Rd | East of US 101 | 600 | 10,000 | 0.06 | A |
| Old Mill Rd | North of Cemetery Loop Rd | 200 | 10,000 | 0.02 | A |
| Edson Creek Rd | North of N. Bank Rogue Rd | 600 | 10,000 | 0.06 | A |
| Carpenterville Rd | East of US 101 | 3,600 | 10,000 | 0.36 | A |
| Constitution Way | North of US 101-Chetco Ave | 4,400 | 10,000 | 0.44 | A |
| N. Bank Chetco River Rd | North of US 101 | 3,300 | 10,000 | 0.33 | A |
| S. Bank Chetco River Rd | North of US 101 | 4,400 | 14,500 | 0.30 | A |
| Lower Harbor Rd | West of US 101 | 3,400 | 10,000 | 0.34 | A |
| Benham Lane | West of US 101 | 3,600 | 6,000 | 0.60 | A |
| Oceanview Dr. | West of US 101 | 1,000 | 6,000 | 0.17 | A |
| Winchuck River Rd. | East of US 101 | 2,400 | 10,000 | 0.24 | A |

The results of this analysis for two lane segments of US 101 is summarized in Table 12.2G.

TABLE 12.2G
EXISTING TWO-LANE HIGHWAY LEVEL OF SERVICE (LOS) & V/C RATIO SUMMARY

| Roadway | Section | AADT | LOS | V/C Ratio |
|-----------------------|------------------------------------|--------|------|-----------|
| US 101 | Coos-Curry County Line | 4,300 | C | 0.30 |
| | South of Kane St. | 4,500 | C | 0.32 |
| | North of Sixes River Rd | 4,100 | C | 0.29 |
| | Sixes River Bridge | 4,200 | C | 0.29 |
| | South of Cape Blanco Rd | 4,400 | C | 0.31 |
| | South of Elk River Rd | 4,400 | C | 0.31 |
| | South of Humbug Mtn. State Park | 3,100 | C | 0.22 |
| | North of Euchre Creek Rd | 3,100 | C | 0.22 |
| | South of Euchre Creek Rd | 3,200 | C | 0.22 |
| | North of Nesika Beach Connection | 3,400 | C | 0.24 |
| | South of Nesika Beach Connection | 3,500 | C | 0.25 |
| | South of Nesika Beach Rd | 4,200 | C | 0.29 |
| | North of Wedderburn Junction | 4,400 | C | 0.31 |
| | North of Cape Sebastian State Park | 4,000 | C | 0.28 |
| | North of Meyers Creek Rd | 4,000 | C | 0.28 |
| | Pistol River Bridge | 3,800 | C | 0.27 |
| | North of Carpenterville Rd | 5,200 | A | 0.31 |
| | North of Parkview Dr | 7,700 | A | 0.48 |
| | Chetco River Bridge | 18,000 | A | 0.49 |
| | South of S. Bank Chetco River Rd | 15,000 | A | 0.52 |
| | North of Hoffeldt Lane | 13,000 | A | 0.45 |
| | South of Hoffeldt Lane | 12,000 | A | 0.46 |
| | North of Benham Lane | 9,900 | A | 0.38 |
| | North of Oceanview Dr | 7,700 | A | 0.48 |
| Winchuck River Bridge | 7,300 | A | 0.46 | |
| North of OR-CA Border | 7,000 | A | 0.44 | |

As shown in the above tables all of the intersections, roadways and highway segments currently operate at LOS C or better. Also the Oregon Highway Plan V/C performance targets are met for all intersections, roadways and highway segments along US 101.

12.2.4 *Projected Traffic Conditions - Year 2017*

Traffic conditions were projected for a twenty (20) year period to the year 2017 based on the 1997 current traffic analysis described above. These projections were developed using a simplified travel demand model that relies on a combination of land use driven trip generation and distribution, and on a trend analysis which uses historical experience and anticipated land use development as a basis. Projections of future traffic conditions used historical population data for the county and population projections from the county's comprehensive plan. This data along with demographic information in the comprehensive plan was used to forecast future housing and commercial/industrial land needs.

Traffic forecasts for the county for the period 1997-2017 were developed by correlating the 1977 to 1997 population growth to the 1977 to 1997 traffic growth. This analysis indicated that traffic would grow at an average of 1.0 % per year at all intersections in the unincorporated areas of the county. The 2017 traffic volumes were forecasted by applying an annual compounded traffic growth factor of 1.00 percent. The resulting 2017 AM peak hour, PM peak hour, and daily traffic volumes are given in the figures and tables included in the Transportation Element.

Levels of service (LOS) analyses were also conducted on the 2017 traffic volumes to determine how the intersections, roadways and highway segments would function at the end of the planning period. Table 12.2H shows the LOS of the intersections in 2017.

The results of the above analyses indicate that most intersections in the county would still operate at LOS A or B in 2017. County roadway segments will continue to operate at LOS A in 2017 with the exception of four roads in the City of Brookings UGB. US 101 segments will drop in LOS from A-C to C-F by 2017 with highway segments within the City of Brookings approaching failure.

In terms of the V/C Ratio, the state's highway mobility standard, the above analyses indicate some areas below the minimum threshold by 2017. These are county road Benham Lane east of US 101, and five US 101 segments, four of which are within the Brookings Urban Growth Boundary.

12.3 *MASS TRANSIT*

Curry County, due to its small population, geographic isolation from major population centers, topography, and economy does not lend itself to the development of mass transit services. The county and its incorporated cities have no railroad service, taxi services, or commercial airline service in the past nor do any appear possible in the foreseeable future. Railroad lines or services have never been extended into Curry County as a commercial carrier. A company railroad existed in the Brookings area for the transportation of logs from the forest to a mill site, but the facility was removed after the bridge across the Chetco River burned.

TABLE 12.2H
2017 INTERSECTION LEVEL OF SERVICE (LOS) & V/C RATIO

| | A.M. Peak | | | PM Peak | | |
|------------------------------------|-----------|---------------|-----------|---------|---------------|-----------|
| | LOS | Average Delay | V/C Ratio | LOS | Average Delay | V/C Ratio |
| Unsignalized Intersections: | | | | | | |
| US 101/Floras Lake Loop Road | A | 7.6 | 0.00 | A | 7.8 | 0.00 |
| Northbound Left | A | 7.7 | 0.00 | A | 7.7 | 0.01 |
| Southbound Left | A | 9.2 | 0.00 | B | 12.4 | 0.04 |
| Eastbound Approach | A | 9.7 | 0.03 | B | 11.0 | 0.03 |
| Westbound Approach | | | | | | |
| US 101/Euchre Creek Road | | | | | | |
| Southbound Left | A | 0.0 | 0.00 | A | 7.5 | 0.00 |
| Westbound Left | B | 11.8 | 0.01 | B | 10.6 | 0.02 |
| Westbound Right | A | 9.9 | 0.02 | A | 9.41 | 0.01 |
| US 101/Nesika Beach Road | | | | | | |
| Northbound Left | A | 7.6 | 0.01 | A | 7.6 | 0.03 |
| Southbound Left | A | 7.6 | 0.01 | A | 7.6 | 0.01 |
| Eastbound Approach | A | 9.4 | 0.04 | B | 10.5 | 0.06 |
| Westbound Approach | B | 10.4 | 0.02 | B | 11.2 | 0.04 |
| Signalized Intersections: | | | | | | |
| US 101/Shopping Center Ave | | | | | | |
| Northbound Left | | | | | | |
| Northbound Right/Through | C | 22.7 | 0.03 | D | 39.3 | 0.13 |
| Southbound Left | A | 8.8 | 0.45 | C | 21.6 | 0.68 |
| Southbound Through | C | 22.7 | 0.03 | D | 38.9 | 0.06 |
| Southbound Right | A | 8.0 | 0.32 | C | 22.6 | 0.72 |
| Eastbound Left/Through | A | 6.6 | 0.02 | B | 16.1 | 0.25 |
| Eastbound Right | C | 23.6 | 0.19 | C | 30.4 | 0.61 |
| Westbound Left/Through | C | 22.7 | 0.03 | C | 23.4 | 0.08 |
| Westbound Right | C | 22.8 | 0.06 | C | 22.9 | 0.02 |
| Overall | C | 22.7 | 0.03 | C | 22.9 | 0.02 |
| US 101/Hoffeldt Lane | A | 9.2 | 0.34 | C | 22.7 | 0.61 |
| Northbound Left | C | 22.9 | 0.07 | D | 37.3 | 0.36 |
| Northbound Right/Through | A | 8.8 | 0.45 | B | 13.4 | 0.57 |
| Southbound Left | C | 22.7 | 0.03 | D | 35.7 | 0.15 |
| Southbound Right/Through | A | 8.0 | 0.32 | B | 14.3 | 0.63 |
| Eastbound Approach | C | 25.5 | 0.43 | D | 35.3 | 0.54 |
| Westbound Approach | C | 24.5 | 0.31 | C | 30.6 | 0.13 |
| Overall | B | 10.1 | 0.39 | B | 16.2 | 0.57 |

Table 12.2I shows the LOS and V/C ratios of the county roadway segments in 2017.

TABLE 12.2I
2017 COUNTY ROADWAY LEVEL OF SERVICE (LOS) & V/C RATIO SUMMARY

| Roadway | Section | AADT | Capacity | V/C Ratio | LOS |
|---------------------------------|-----------------------------|--------|----------|-----------|-----|
| Arterials: | | | | | |
| Langlois Mountain Rd | East of US 101 | 250 | 10,000 | 0.03 | A |
| Floras Lake Loop Rd (north end) | West of US 101 | 500 | 10,000 | 0.05 | A |
| Floras Lake Loop Rd (south end) | West of US 101 | 120 | 10,000 | 0.01 | A |
| Floras Lake Road | West of Floras Lake Loop Rd | 500 | 10,000 | 0.05 | A |
| Airport Rd | West of US 101 | 250 | 10,000 | 0.02 | A |
| Sixes River Rd | East of US 101 | 120 | 10,000 | 0.01 | A |
| Elk River Rd | East of US 101 | 750 | 10,000 | 0.08 | A |
| Old Mill Rd | North of Cemetery Loop Rd | 250 | 10,000 | 0.02 | A |
| Edson Creek Rd | North of N. Bank Rogue Rd | 750 | 10,000 | 0.08 | A |
| Carpenterville Rosd | East of US 101 | 4,500 | 10,000 | 0.45 | A |
| N. Bank Chetco River Rd | North of US 101 | 4,600 | 10,000 | 0.46 | A |
| S. Bank Chetco River Rd. | North of US 101 | 10,800 | 14,500 | 0.74 | C |
| Lower Harbor Road | West of US 101 | 6,600 | 10,000 | 0.66 | B |
| Benham Lane | West of US 101 | 4,200 | 6,000 | 0.70 | B |
| Oceanview Drive | West of US 101 | 1,100 | 6,000 | 0.18 | A |
| Winchuck River Road | East of US 101 | 2,800 | 10,000 | 0.28 | A |
| Local Streets: | | | | | |
| Benham Lane | East of US 101 | 9,900 | 6,000 | 1.65 | F |
| Hoffeldt Lane | East of US 101 | 1,800 | 6,000 | 0.30 | A |
| | West of US 101 | 2,800 | 6,000 | 0.47 | A |
| Parkview Drive | East of US 101 | 1,500 | 6,000 | 0.25 | A |
| Pedrioli Drive | West of US 101 | 1,600 | 5,000 | 0.32 | A |
| Pelican Bay Drive | East of US 101 | 200 | 500 | 0.40 | A |
| Raymond Lane | East of US 101 | 200 | 500 | 0.40 | A |

Table 12.2J shows the LOS and V/C ratios of the highway segments in 2017.

TABLE 12.2J
2017 TWO-LANE HIGHWAY LEVEL OF SERVICE (LOS) & V/C RATIO SUMMARY

| Roadway | Section | AADT | LOS | V/C Ratio |
|---------|------------------------------------|--------|-----|-----------|
| US 101 | Coos-Curry County Line | 5,300 | D | 0.39 |
| | South of Kane St. | 5,500 | D | 0.41 |
| | North of Sixes River Rd | 5,100 | D | 0.37 |
| | Sixes River Bridge | 5,200 | D | 0.38 |
| | South of Cape Blanco Rd | 5,400 | D | 0.40 |
| | South of Elk River Rd | 5,400 | D | 0.40 |
| | South of Humburg Mtn. State Park | 3,800 | C | 0.28 |
| | North of Euchre Creek Rd | 3,800 | C | 0.28 |
| | South of Euchre Creek Rd | 3,900 | C | 0.29 |
| | North of Nesika Beach Connection | 4,200 | C | 0.31 |
| | South of Nesika Beach Connection | 4,300 | C | 0.32 |
| | South of Nesika Beach Rd | 5,200 | D | 0.38 |
| | North of Wedderburn Junction | 5,400 | D | 0.40 |
| | North of Cape Sebastian State Park | 4,900 | D | 0.36 |
| | North of Meyers Creek Rd | 4,900 | D | 0.36 |
| | Pistol River Bridge | 4,700 | D | 0.34 |
| | North of Carpenterville Rd | 20,700 | F | 1.29 |
| | North of Parkview Dr | 23,800 | F | 1.49 |
| | Chetco River Bridge | 33,800 | E | 0.91 |
| | South of S. Bank Chetco River Road | 25,100 | D | 0.87 |
| | North of Hoffeldt Lane | 23,300 | C | 0.80 |
| | South of Hoffeldt Lane | 22,300 | D | 0.86 |
| | North of Benham Lane | 16,200 | B | 0.62 |
| | North of Oceanview Dr. | 12,900 | D | 0.81 |
| | Winchuck River Bridge | 12,200 | C | 0.76 |
| | North of OR-CA Border | 11,900 | C | 0.74 |

12.3.1 Private Transportation Service

Private taxi services exist in the cities of Gold Beach and Brookings which also serve the unincorporated areas around the cities. These services are available on an on-call basis from their base stations.

12.3.2 Intercity Bus Service

Greyhound provides bus transit service in Curry County on a scheduled basis for travel to and from the county. Passengers may board at scheduled stops at Langlois, Port Orford, Gold Beach and Brookings. Currently the schedule includes four buses per day, two northbound and two southbound. Service is to Portland, Oregon to the north and San Francisco, California to the south with intermediate destinations in route to these major cities.

Curry Public Transit System is operated by the Chetco Senior Center in Brookings and operates two public transit services. The system provides a "demand/response" (Dial-a-Ride) service in the cities of Port Orford, Gold Beach and Brookings during the daytime hours on weekdays. The system also provides a scheduled bus service between the cities of Brookings and Coos Bay/North Bend, in Coos County, with trips each weekday. This bus also stops at Gold Beach, Port Orford, and Langlois on each trip through the county.

[Redwood Coast Transit](#): serving Crescent City, Gasquet and Arcata. Curry Public Transit connects in Smith River, California. 1-707-464-6400.

[Coos County Area Transit \(CCAT\)](#): serving Coos Bay, Coquille, Lakeside, Myrtle Point, and North Bend with scheduled routes. Dial-A-Ride services are provided in those areas plus Bandon and Charleston. All Coastal Express stops in the Coos Bay/North Bend area are also served by CCAT. 1-541-267-7111.

TAC Transportation: Services between Coos Bay and Eugene, stops in Florence and Reedsport. Coastal Express stops at Tioga Hotel. 1-541-269-7183

[South West Point](#) connects Brookings with Klamath Falls. Stops along the way include the Smith River Lucky 7 Casino, Crescent City, Cave Junction, Grants Pass Greyhound terminal, Gold Hill, Medford (including the airport and Greyhound terminal), White City and Great Meadows Snow Park. 1-541-813-1223.

[Greyhound](#): connections in Medford and Eugene to cities in the western states and connections to other areas of the US, Canada and Mexico. 1-800-231-2222.

[US Bus Stations.com](#): Find bus stations around Oregon.

12.3.3 *Local Transportation for the Disadvantaged*

Curry County is the only public transportation provider of local and inter-city services convenient for day trips. In 1997, Chetco Senior Center in Brookings contracted with the Curry County Board of Commissioners to take over all individually-operated systems within Curry County for the benefit of Curry County residents, creating Curry Public Transit.

In 1999 an inter-city service was added, and later merged with the Coos County Area Transportation to create the Coastal Express service, extending transport from Brookings to North Bend. In July, 2007, Coastal Express extended into Smith River, connecting with Redwood Coast Transit, enabling travelers to continue south to Eureka and San Francisco.

In 2006 Curry Public Transit, Inc. became a separate 501(c)3 non-profit corporation. With a fleet of eleven buses and two vans, owned by Curry County for use by CPTI, Curry Public Transit provides intra- and inter-city transportation for older adults, persons with disabilities, students and the general public. CPTI contracts with various public agencies and hospitals to provide medical transportation. Funding for all services is primarily financed by federal and state grants.

The Curry County Retired Senior Volunteer Program (RSVP) provides transportation services that include door-to-door transport furnished in response to advance telephone reservations. The service consists of volunteer drivers transporting individuals on needed trips with expenses for transport reimbursed to the volunteer. The program is funded from public sources and user donations. This service augments the county program for specialized needs.

Dial-a-Ride transportation is available from the Curry Public Transit System located in the Port Orford Senior Center, the Gold Beach Senior Center and the Chetco Senior Center in Brookings. This service is generally provided within three miles of the dispatch centers; however, service to rural areas within a radius of 14 miles from each dispatch center is available according to a published schedule on a weekly basis. Also trips between cities for obtaining medical services are available on a scheduled basis. These services are provided free to senior citizens (age 60+) and handicapped; however, standard fees are

charged to the general public who need transportation with priority services given to handicapped and seniors. The majority of the transportation disadvantaged reside in the Brookings -Harbor area where approximately 60% of the seniors live.

12.4 AIR TRANSPORTATION

Curry County has provisions for air transportation through three public airports located in various parts of the county. There is no commercial air transportation services available to the county. The closest available commercial air transportation services are located in Crescent City, California and Coos Bay/North Bend, Oregon. Two air ambulance services are available to county residents. Mercy Flights is a Medford, Oregon based non-profit organization and Cal-Ore Life Flight is an ambulance service based in Brookings, Oregon.

12.4.1 *Brookings Airport*

This facility is owned by Curry County and is located northeasterly of the City of Brookings within its Urban Growth Boundary. The airport site is 90 acres in area and located at 458 feet above mean sea level and is classified as a public use, general aviation facility with no commercial service available. Runway edge lights and end lights are provided on a 2,900 foot long asphalt runway. The airport utilizes Visual Flight Rule (VFR) approach and departure procedures and has segmented circle and wind indicator, 10-inch rotation beacon, and a Unicom (frequency 1228).

12.4.2 *Gold Beach Airport*

The Gold Beach Airport is owned and operated by the Port of Gold Beach and located on land immediately south of the mouth of the Rogue River within the City of Gold Beach. The Gold Beach Airport is classified as a general aviation airport that can accommodate about 95% of the general aviation propeller aircraft weighing less than 12,500 pounds. The airport has 3,200 foot long asphalt runway with a wind indicator, runway lights and beacon as navigational aids. The airport utilizes Visual Flight Rule (VFR) approach and departure procedures. In 1996, an estimated 4,571 operations occurred at the Gold Beach Airport.

Specific planning issues regarding this airport are discussed in the City of Gold Beach Comprehensive Plan.

12.4.3 *Cape Blanco Airport*

The Cape Blanco Airport is located approximately six miles north of Port Orford, adjacent to Floras Lake State Park in an unincorporated area of the county. The Cape Blanco Airport was originally constructed by the military for coastal air defense. For this reason the 5,100 foot runway and taxi strips are capable of handling aircraft of greater size than any other field on the south coast. The runway is, in fact, 55 feet longer than North Bend Municipal Airport's longest runway. After the military discontinued use of this field, the State of Oregon acquired it and it is now designated as a Land Access field for recreational flyers. Due to the caliber of the field construction, however, it is capable of reclassification to a Basic Utility or Basic Transport Airport. The airport has a beacon and wind indicator as navigational aids. The airport is the least used of the three Curry County airports. The last available count of the number of annual operations was in 1984 when the

annual estimated number of operations was 710. The airport is now used as a pick-up facility for air taxi operators and air ambulance services as well as serving recreation flyers passing through the area. However, the field has the capacity to service large propeller and executive jet traffic as well.

12.4.4 Private Airports

In addition to the three public airports in Curry County there are at least seven known private landing strips. These are all grass or gravel landing strips that serve remote areas of the county or private resort facilities. The private landing strips at the community of Agness, Paradise Lodge and Half Moon Lodge on the Rogue River are used frequently during the summer tourist season. These landing strips do not have any support facilities or developed navigational improvements.

12.5 WATERBORNE TRANSPORTATION

Curry County has three public ports that are located within the cities of Port Orford and Gold Beach, and in the unincorporated Harbor area of the City of Brookings Urban Growth Boundary.

The Port of Port Orford is a non-estuarine, natural harbor with one jetty and serves primarily commercial fishing craft. This port is discussed more fully in the Port Orford Comprehensive Plan.

The Port of Gold Beach is an estuarine port located near the mouth of the Rogue River and serves not only commercial fishing craft, but sport and charter boats also. A more detailed discussion of this port is included in the Gold Beach Comprehensive Plan. The Port of Brookings-Harbor is the largest port facility in the county and provides for multiple uses both related and not related to water transport. The principal uses of this port include: sport fishing, commercial fishing, a U.S. Coast Guard station, visitor-oriented commercial facilities, community facilities, public recreation facilities (including a RV park) and light industrial development (marine and non-marine). The port serves not only commercial fishing traffic, but also sport and charter vessels. Facilities include two boat basins, a dredged channel and turning basin, two jetties and boat ramp. The popularity of the port during the ocean sport fishing season is indicated by the fact that the Chetco River entrance has more crossings per year than any other place on the Oregon Coast with the exception of the Columbia River.

Although the principal focus of the Port of Brookings-Harbor facility is for water transport, the port has developed plans to enlarge the commercial development uses within the port to include a boardwalk along the marina and retail commercial center. The initial phase of this commercial development has been completed and is successful. If all phases of this plan are completed in the future there would be 45,500 square feet of additional commercial retail space available at the port facility.

12.6 OTHER FORMS OF TRANSPORTATION

There are no railroad lines or pipeline transportation facilities within Curry County. Amtrak has service from Eugene (which may be reached through TAC Transportation) to major cities in the western states and connections to many areas of the country. 1-800-872-7245.

Curry County has provisions for other forms of transport primarily for individual pedestrian and bicyclist use. These facilities are predominantly associated with the existing road and streets as bikeways, sidewalks and urban paths.

One percent of state gasoline tax revenues are set aside for the construction of bicycle routes. The Oregon Coast Bicycle Trail, follows Highway 101 and is improved as sections of the highway itself are widened. Although there are no exclusive bike lanes along US 101 in the rural portions of the county; sections of the highway have been widened to accommodate bicycles in various parts of the county. Bicycle touring is popular during the summer and increasing bicycle related accidents are possible on narrow, curving sections of the highway although signs are posted indicating the presence of bicyclists.

In urban and rural developing areas of the county inadequate separation between pedestrians and motor driven vehicles is one of the greatest obstacles to increasing pedestrian traffic volumes. Most pedestrian safety problems are related to the incorporated areas because of the distance between cities precludes pedestrian travel on U. S. 101. The most common safety problem for pedestrians in the rural areas of the county involves the lack of sidewalks and paths, which forces pedestrians to compete with vehicles for use of the road. The primary hazard exists in the school age children who need to walk to and from their homes to reach school bus pick-up points. The county has improved some of its public streets to include sidewalks in areas that are included within Urban Growth Boundaries.

12.7 REGIONAL NEEDS

The public identified several transportation needs for the region as part of the process of developing the Transportation Element These needs are as follows:

1. Improvement of the east-west connection between the South Coast and Interstate 5 in Josephine County;
2. Develop alternate routes to US 101 through the county that can be used when the highway is closed;
3. Improve the intersection at Lower Harbor Road and Shopping Center Road which is the entrance to the Port of Brookings-Harbor; and
4. Implement Transportation Demand Management Strategies.

An east-west arterial highway from US 101 to 1-5 in the county is needed to reduce the isolation of the region relative to the rest of the state. ODOT studied options for an improved east-west corridor in 1974 and determined that one option, the Shasta Costa corridor, is the preferred alignment for a highway. However, the study also determined that the cost to improve the existing road to highway standards would far outweigh any economic benefits to the area. The existing US Forest Service Road consists of a paved road to the community of Agness, then a one lane road over the mountain to a paved county road in Josephine County for a total length of 70 miles. Improvement of the road to highway standards would involve the cooperation of Curry County, Josephine County, the USFS and the State of Oregon. None of these has the ability to fund a major improvement to this road at this time. The Transportation Element notes that the improvement of the road to highway standards is not feasible during the next 20 years but that the road should be kept open for travel on a year round basis.

The need for alternate north-south routes paralleling US 101 through the county are needed to accommodate traffic when mud and rock slides have closed the highway. Several state, county and USFS roads have been identified as possible alternative routes in the Transportation Element. The Transportation Element recommends that several of these roads be developed as alternative routes to US 101 for emergency situations.

The Lower Harbor Road and Shopping Center Road intersection is a "T" intersection at the entrance to the Port of Brookings-Harbor. Presently this intersection is a two-way STOP sign controlled situation. The City of Brookings believes that the intersection should be changed to signalized control; however, the intersection does not meet the warrants for a traffic control light. The Transportation Element recommends that the two way STOP sign control be maintained at this intersection until traffic volumes and accident history warrant additional control facilities.

Transportation demand management (TDM) strategies change the demand on the transportation system by providing facilities for modes of transportation other than single occupant passenger vehicles. Typical strategies include implementing carpooling programs, altering work shift schedules and improving pedestrian facilities. Cities and counties are required to evaluate TDM measures as part of their Transportation Element. Most TDM strategies are more effective in large, urban cities but some strategies can be useful in the rural and more urban areas of Curry County. The two types of TDM strategies that could be useful in the county are to provide facilities for alternative modes of transportation and to implement a county-wide carpooling program. The first strategy recommended in the Transportation Element is to require all future street improvement projects to include some sort of pedestrian facility (sidewalk or walkway) and/or a bikeway. The second strategy would be for the county to organize a carpool program for residents who live in one area of the county and work in another area.

12.8 PLAN POLICIES FOR TRANSPORTATION

(Amended by Ordinance 05-07, adopted May 18, 2005)

Curry County recognizes its geographic isolation within the state and its dependence upon the automotive form of transportation as limitations in the future development of the county. Therefore, as part of its comprehensive plan, Curry County adopts the following policies with regard to transportation:

1. Transportation is an element of the Curry County Comprehensive Plan that identifies the general location of transportation improvements.
2. All development proposals, plan amendments, and zone changes shall conform to the adopted Transportation Element .
3. Curry County will continue to develop its road system as the principle mode of transportation both for access to the county and within the county.
4. Changes in specific alignment of proposed public road and highway projects shall be permitted without a plan amendment if the new alignment falls within a transportation corridor identified in the Transportation Element .
5. Curry County will seek further improvement of mass transit systems to the county by encouraging more frequent scheduling of commercial carriers and by continued support of those systems presently developed for mass transit within the county.
6. Curry County will seek to provide facilities for safe and convenient pedestrian and bicycle circulation and access, both within new residential and commercial development, and on public roads.
7. Curry County will seek to improve air transport to the county by recognizing the importance of the three county airports and by protecting the public use of the airports, and will continue to support the development of these sites for future expansion of air service.
8. Curry County will continue to support the development of the ports in the county in order to expand sea modes of transportation to and from the county.
9. Curry County will continue to support programs for the transportation of the disadvantaged where such programs are needed and are economically feasible.
10. The comprehensive plan encourages development to occur near existing community centers where services are presently available so as to reduce the dependence on automotive transportation.
11. Curry County will continue to support the development of an east-west arterial highway from U.S. 101 to Interstate 5 in the county as the best means of reducing the relative isolation of the area from the rest of the state.
12. Curry County shall include a consideration of a proposal's impact on existing or planned transportation facilities in all land use decisions.
13. Curry County shall preserve right-of-way for planned transportation facilities by requiring dedication or setbacks by donation.
14. Operation, maintenance, repair, and preservation of existing transportation facilities shall be allowed without land use review, except where specifically regulated.
15. The following shall be allowed without land use review: dedication of right-of-way,

authorization of construction and the construction of facilities and improvements (for improvements designated in the Transportation Element), and approved road standards.

16. For State of Oregon projects that require an Environmental Impact Study (EIS) or Environmental Assessment (EA), the draft EIS or EA shall serve as the documentation for local land use review, if local review is required.
17. Curry County shall protect the function of existing and planned roadways as identified in the Transportation Element.
18. Curry County shall protect the function of existing or planned roadways or roadway corridors through the application of appropriate land use regulations.

12.9 US 101 CORRIDOR PLAN

(Amended by Ordinance 17-04, adopted September 6, 2017)

The US 101 Corridor Plan focuses on the segment of US 101 that extends from the south-end of the Chetco River Bridge in Brookings, Oregon south through the unincorporated Brookings-Harbor to the Oregon/California border. The plan examines how the highway operates both now and in the future, and identifies strategies to preserve and improve highway safety, operations and capacity consistent with a Statewide Highway classification.

Curry County recognizes the purpose of the US 101 Corridor Plan to assess existing and future roadway conditions, and identify potential solutions for improving roadway deficiencies. Therefore, Curry County adopts the US 101 Corridor Plan as an amendment to the Transportation Element of the Comprehensive Plan.

ATTACHMENT 2

US 101 Corridor Plan

(Chetco River Bridge to Oregon/California Border)



Prepared by:

Oregon Department of Transportation, Region 3
3500 NW Stewart Parkway
Roseburg, Oregon 97470



US 101 Corridor Plan

Recommend for Approval:

| Name | Stamp/Signature | Date |
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US 101 Corridor Plan: Chetco River Bridge to Oregon/California Border

The development of the US 101 Corridor Plan has been the collective effort of the following people:

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REFERENCE MATERIALS

Appendices (Companion Document)

- Technical Memorandum #1: Review Adopted Plans, Rules, and Regulations
- Technical Memorandum #2: Goals and Objectives
- Technical Memorandum #3: Inventory and Existing Conditions
- Technical Memorandum #4: Future Conditions
- Technical Memorandum #5: Development and Analysis of Improvement Options
- Comment Log – Final Corridor Plan

List Acronyms

| | |
|--------------|--|
| AADT | Annual Average Daily Traffic |
| APM | Analysis Procedure manual |
| ATR | Automatic Traffic Recorder |
| CMF | Crash Modification Factors |
| EFU | Exclusive Farm Use |
| FHA | Federal Highway Administration |
| HCM | Highway Capacity Manual |
| HDM | Highway Design Manual |
| HSM | Highway Safety Manual |
| HV | Highest Hour Traffic Volume |
| ITS | Intelligent Transportation Systems |
| LOS | Level of Service |
| MEV | Million Entering Vehicles |
| MP | Mile Point |
| MUTCD | Manual on Uniform Traffic Control Devices |
| MVMT | Million Vehicle Miles Travelled |
| NHS | National Highway System |
| OAR | Oregon Administrative Rules |
| ODOT | Oregon Department of Transportation |
| OHP | Oregon Highway Plan |
| PDO | Property Damage Only |
| ROW | Right of Way |
| SPIS | Safety Priority Index System |
| STIP | Statewide Transportation Improvement Program |
| TDM | Transportation Demand Management |
| TIS | Traffic Impact Study |
| TSM | Transportation System Management |
| TSP | Transportation System Plan |
| UGB | Urban Growth Boundary |
| V/C | volume-to-capacity |
| VPD | Vehicles Per Day |

1. INTRODUCTION

This *US 101 Corridor Plan* (Corridor Plan) focuses on the segment that extends from the south-end of the Chetco River Bridge in Brookings, Oregon south through unincorporated Brookings-Harbor to the Oregon/California Border. The plan examines how the highway operates both now and in the future, and identifies strategies to preserve and improve highway safety, operations and capacity consistent with a Statewide Highway classification.

1.1. PURPOSE

The purpose of the corridor plan is to assess existing and future roadway conditions, and identify potential solutions for improving roadway deficiencies. A multi-modal approach was taken for the evaluation of corridor needs that included the motor vehicle, transit, bicycle, and pedestrian modes. Bridge conditions are also identified.

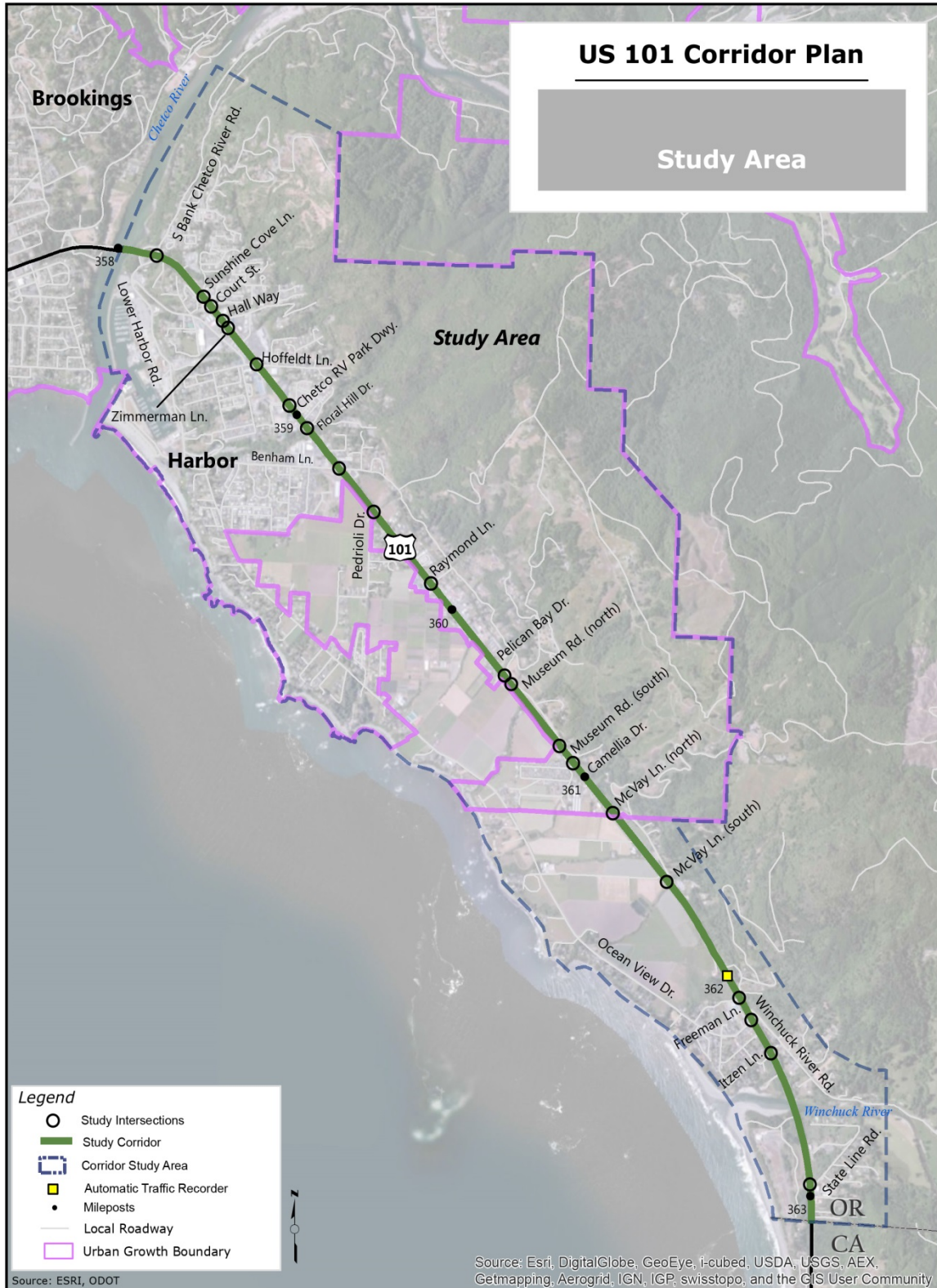
1.2. STUDY AREA

The study area extends along US 101 from the southern end of the Brookings, Oregon City Limits (Mile Point (MP) 357.98) to the Oregon/California Border (MP 363.11) (See Figure 1).

1.3. REGULATORY FRAMEWORK

State and local regulations, policies, land use plans, and transportation plans provide the legal framework for preparing the corridor plan. The language contained within these documents provides guidance to the state and local jurisdictions on how to manage transportation facilities and land uses to protect highway function, provide for safe and efficient operations, and minimize the need and expense for making major improvements to the corridor (See Appendix Technical Memorandum 1).

Figure 1



OPERATIONAL STANDARDS

The Oregon Highway Plan (OHP) has several policies aimed at maintaining highway mobility. The Highway Mobility Policy (1F) establishes mobility targets for peak hour operating conditions of highways in Oregon¹. The OHP policy also specifies that the mobility targets be maintained for the Oregon Department of Transportation (ODOT) facilities through a 20-year planning horizon. The mobility targets that apply along the study area are summarized in Table 1.

Table 1

| Maximum V/C Ratio Targets for US 101 Operations | | |
|---|--|-------------------|
| Mile points | Segment Description | Maximum V/C Ratio |
| MP 358.02 to 359.32 | Chetco River Road to Benham Lane | 0.85 |
| MP 359.32 to 361.16 | Benham Lane to McVay Lane (North) | 0.80 |
| MP 361.16 to 363.11 | McVay Lane (North) to Oregon/California border | 0.70 |

1. OHP, Table 6, Volume-to-Capacity Ratio Targets for Peak Hour Operating Conditions

1.4. CORRIDOR GOALS AND OBJECTIVES

A set of goals, objectives, and evaluation criteria is developed to identify actions and achieve desired outcomes.

- The Goals describe the desired outcomes of future improvements in the corridor; and
- The Objectives identify specific actions to be taken to accomplish the goals.

GOAL 1: PROMOTE THE SAFETY OF TRAVEL MODES FOR ALL USERS

Objectives:

- Identify roadway improvements that potentially reduce crash rate/severity.
- Evaluate roadway improvements that improve roadway geometrics.
- Provide adequate bicycle and pedestrian Facilities.

GOAL 2: PROMOTE THE EFFICIENT OPERATIONS OF TRAVEL MODES FOR ALL USERS

Objectives:

- Identify roadway improvements that reduce traffic conflicts.
- Evaluate roadway improvements that maintain mobility and reduce congestion and delay.
- Provide access improvements that reduce the number of access points; and improve access design.

¹ Table 6: Maximum Volume to Capacity Ratio Targets for Peak Hour Operating Conditions, 1999 Oregon Highway Plan, OHP Policy 1F Revisions, Adopted December 21, 2011, Oregon Department of Transportation, website: <http://www.oregon.gov/ODOT/TD/TP/docs/ohp11/policyadopted.pdf>

GOAL 3: MAXIMIZE CONSTRUCTABILITY OF TRANSPORTATION IMPROVEMENTS

Objectives:

- Minimize cost by evaluating construction cost and right-of-way (ROW) requirement.
- Construct improvements in phases by evaluating number and size of project phases.
- Minimize environmental impacts by evaluating impacts by level of significance (low/medium/high) to environmentally sensitive areas, including biological, historic, cultural, and archeological resources.
- Minimize land use impacts by evaluating impacts to Exclusive Farm Use (EFU) zoned parcels (rural areas) and developed parcels (urban areas).
- Recognize related plans and policies by evaluating consistency with ODOT standards (including practical design principles) and local plans and policies.

2. EVALUATION OF BASELINE CONDITIONS

This section inventories and analyzes existing conditions for the study area. The baseline conditions include an overview of land uses, identification of potential environmental constraints, evaluation of current (Year 2012) transportation system and traffic conditions, and assessment of future (Year 2037) traffic operations and safety.

2.1. LAND USE

The study area contains lands abutting US 101 from the southern border of the City of Brookings to the Oregon/California border. While this includes lands inside the Brookings Urban Growth Boundary (UGB), the study area lies entirely outside of the city limits, and is subject to the land use planning regulations of Curry County. The unincorporated area within the UGB represents the community of Harbor (See Figure 2).

The Corridor Plan was developed consistent with existing land use conditions from the City of Brookings' and Curry County's Comprehensive Plan and Land Development Ordinance. The existing and planned land uses affect traffic patterns and the operations of highway facilities.

- The City of Brookings Comprehensive Plan Map allocates land uses to resource, residential, commercial and industrial categories. Following the general guidelines of the Comprehensive Plan, the Zoning Map designates more specific uses and densities within the general land use categories.
- The Curry County Comprehensive Plan Map allocates land uses to resource, residential, commercial and industrial categories. Following the general guidelines of the Comprehensive Plan, the Zoning Map designates more specific uses and densities within the general land use categories.

LAND USE CONDITIONS

The study area inventories and analyzes:

- Existing land uses
- Current and planned zoning
- Parks and recreation areas (Federal Section 4(f) and 6(f) resources)
- Community destinations such as schools, community centers, and commercial centers

Existing Land Uses

Existing land uses are surveyed on a field visit in September 2012. While not every existing land use was identified, those that may have a significant impact on US 101 are included here. To help identify the location of these uses, the descriptions are organized under three subareas: northern, central, and southern. These sections are generally divided by the UGB just south of the Chetco River Bridge, UGB just south of Benham Lane and the UGB that coincides with McVay Lane.

Northern Subarea - the densest, most populated, and most developed part of the study area. It lies directly south of Brookings and includes the community of Harbor. There are high concentrations of residential uses as well as clusters of commercial uses. In addition to single-family detached housing, there are two (2) RV parks abutting US 101 – (1) Sea Bird RV Park; and (2) Chetco RV Park – as well as Seaview Assisted Living to the east of US 101. Commercial uses include the Brookings Harbor Shopping Center, with a Shop Smart and Sears, and the South Coast Center, with Rite Aid, Grocery Outlet, and Dollar Tree stores. A vacant large-format retail space is located directly south of the South Coast Center. Commercial uses at the south-end of this subarea include two (2) gas stations, Gold Beach Lumber, and the Harbor Inn Hotel.

Central Subarea - split between land inside the UGB on the east-side of US 101 and land mostly outside the UGB on the west-side. Development in this subarea is characterized by a few commercial uses directly adjacent to US 101 – framing, marine supply, veterinary services, and vehicle supplies and services – and residential uses, mostly to the east-side of US 101 with some on the west-side of US 101 inside the UGB at the south-end of this subarea. Land uses west of US 101 are predominantly large-lot rural and agricultural uses, and uses on the east-side of US 101 become limited due to forest and hillsides. Of note in this subarea are institutional and social service oriented uses such as churches, the Outreach Gospel Mission, and the Advance Sleep Disorders Clinic.

Southern Subarea - all outside the UGB. Therefore, development is sparse, with the exception of the subdivisions and low-density housing at the south-end of the study area near the Pacific Ocean, Winchuck River, and Oregon/California border. Development along US 101 is minimal. Public uses include the ODOT weigh station directly adjacent to US 101 and McVay State Wayside, Crissey Field State Park, and Winchuck State Recreation Area, which are all located just off of US 101. There are a few commercial uses near the Oregon/California border, including a market and a home/farm/garden supplies store.

Current and Planned Zoning

The community of Harbor is made up of unincorporated county land inside the Brookings UGB, directly south of the Brookings city limits. Both the land inside and outside of the UGB is subject to the land use planning regulations of Curry County (See Table 2 and Figure 2).

- For the northern and central subareas of the study area, there is a general pattern of commercial land use designations along US 101 (e.g., C-1, C-2, and RC zoning), with residential land use designations (e.g., R-1, R-2, R-3, and RR zoning) behind those zones.
- To the west of US 101 in the central and southern subareas – the parts of the study area outside the UGB – there is a mixture of resource and rural residential designations.

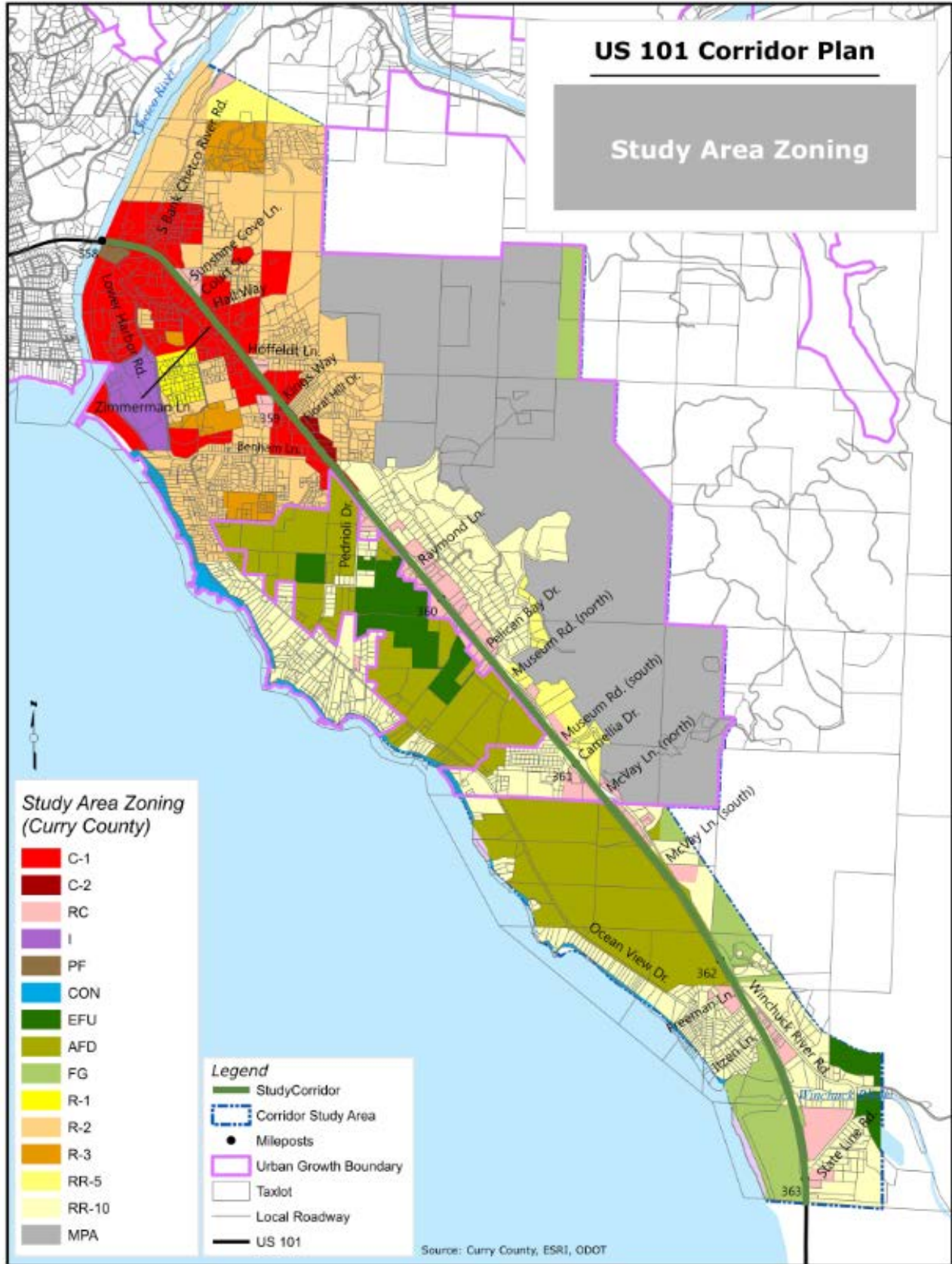
Table 2

**Overview of County Zoning
Year 2012**

| Curry County Zoning Designation | Permitted Uses | Curry County Zoning Designation | Permitted Uses |
|--|--|--|--|
| Light Commercial (C-1) | <ul style="list-style-type: none"> • Retail & services • Multi-family housing • Church, school or community building | Residential One (R-1) | Single-family dwelling |
| Heavy Commercial (C-2) | <ul style="list-style-type: none"> • Retail & services • Industrial shops & services • Church, school or community building | Residential Two (R-2) | <ul style="list-style-type: none"> • Single-family dwelling • Mobile or manufactured home |
| Rural Commercial (RC) | <ul style="list-style-type: none"> • Existing single-family dwelling • Existing retail, professional or service establishments, & expansions up to 2,500 total square feet | Residential Three (R-3) | <ul style="list-style-type: none"> • Single-family dwelling • Mobile or manufactured home • Multiple-family dwelling |
| Industrial (I) | <ul style="list-style-type: none"> • Retail & services • Vehicle services, repair, and storage • Manufacturing & industrial shops | Rural Residential, 5-acre Lot (RR-5) Rural Residential, 10-acre Lot (RR-10) | <ul style="list-style-type: none"> • Single-family dwelling or mobile home • Farm or forestry use |
| Exclusive Farm Use (EFU) | <ul style="list-style-type: none"> • Farm and related uses • Rural & natural resource uses • Climbing & passing lanes • Reconstruction or modification of public roads & highways • Temporary public road & highway detours • Minor improvement of existing public road & highway related facilities | Forestry Grazing (FG) | <ul style="list-style-type: none"> • Forest, farm and related uses • Rural uses • Widening of roads • Climbing & passing lanes • Reconstruction or modification of public roads and highways • Temporary public road & highway detours • Minor improvements of existing public roads & highway related facilities |
| Agricultural Zone (AFD) | <ul style="list-style-type: none"> • (Same farm, rural and transportation uses as permitted outright in the EFU zone) | Public Facility (PF) | <ul style="list-style-type: none"> • Public uses, services, and parks • Transportation improvements and maintenance storage |
| | | | |

| | | | |
|--------------------------------------|---|--|--|
| <p>Master Plan Area (MPA)</p> | <p>City of Brookings (Brookings Municipal Code, Chapter 17.70, Master Plan Development (MPD) District): All uses allowed outright and conditionally in the underlying R-1, R-2, R-3, C-1, C-2, C-3, C-4, I-P, and M-2 zones. Site plan must show any interior lots/parcels related to proposed development phases or land divisions, and residential uses shall be identified indicating the type of residential use, the number of units and resulting density</p> <p>Curry County (Curry County Zoning Ordinance, Article VI, Planned Unit Development): Applicants propose land uses, building locations and housing unit densities that are consistent with the objectives of the comprehensive plan or zoning provisions of the area and are substantially compatible with the land use of the surrounding area.</p> | | |
|--------------------------------------|---|--|--|

Figure 2



Section 4(f) and Section 6(f) Land Uses (Year 2012)

Section 4(f) of the Department of Transportation Act of 1966 prohibits the Federal Highway Administration and other transportation agencies from removing land from its protected use approving the use in publicly owned parks, recreational areas, wildlife and waterfowl refuges, or public and private historical sites unless there is “no feasible and prudent alternative to the use of land” and the proposed use incorporates “all possible planning to minimize harm to the property resulting from use.”

Section 6(f) of the Land and Water Conservation Fund Act of 1965 created a fund to assist local, state, and federal agencies in meeting the demand for outdoor recreation sites. This is done through grants for land acquisition, site amenities, and other site development costs. Once an agency has used these funds, the land or access to it can be acquired or its use changed only in coordination with the National Park Service and with mitigation.

- Potential Section 4(f) resources relevant to the study area are publicly owned parks, recreational areas, and historical sites; and
- Potential Section 6(f) resources relevant to the study area are public recreation **sites** (See Figure 3).

Northern Subarea

The following is a list of the potential Section 4(f) and 6(f) resources in the study area:

- **Sporthaven Beach** – Regional Park owned by Curry County.
- **Port of Brookings-Harbor** – recreational boating, fishing, camping, RV park, and visitor facilities; owned by the Port of Brookings-Harbor.
- **Van Pelt Indian Cemetery**

Central Subarea

- **Ocean View Pioneer Cemetery** – maintained by Southern Curry Cemetery Maintenance District.

Southern Subarea

- **McVay Rock State Recreation Site.**
- **Winchuck State Recreation Site.**
- **Crissey Field State Recreation Site.**

Figure 3



Source: City of Brookings Parks Master Plan, State of Oregon, ESRI, ODOT

2.2. ENVIRONMENTAL, COMMUNITY, AND CULTURAL RESOURCES (YEAR 2012)

Environmental features in the corridor include:

- Goal 5 - Natural Resources
- Threatened and Endangered Species
- Wildlife Crossings
- Floodplains and Floodways

Community and Cultural Resources identified in the corridor include:

- Parks and Recreation Areas
- Historic and Archaeological Resources

ENVIRONMENTAL CONDITIONS (YEAR 2012)

Information on existing environmental conditions was inventoried and mapped for use in the development and analysis of improvement alternatives to be done later in the study. The environmental data was obtained primarily through publically available publications and on-line databases.

Goal 5 Resources

Statewide Planning Goal 5 requires local jurisdictions to inventory natural resources, such as riparian corridors, wetlands, wildlife habitat, and wilderness areas, and determine whether measures need to be taken to protect them from conflicting land uses.

The Curry County Comprehensive Plan identifies the following Goal 5 resource categories within the county:

- Open space lands
- Mineral and aggregate resources
- Energy recovery sites
- Fish and wildlife resource
- Ecologically and scientifically significant natural areas
- Scenic views
- Water resources
- Wilderness
- Cultural resources

There is one (1) natural area and three (3) cultural resources within the study area (See Table 3 and Figure 4).

These resources are:

Hastings Rock - located approximately one-half mile west of US 101 in the vicinity of McVay Rock State Recreation Site. It is described in the Curry County Comprehensive Plan Natural Resources Inventory as a “Pleistocene-age sea stack on elevated marine terrace” and is identified as a significant geological feature.

Chetco Indian Village – located in the area around the mouth of the Chetco River and identified by the Curry County Comprehensive Plan Natural Resources Inventory as an area of archaeological significance. This area is near the northern boundary of the study area and is not adjacent to US 101.

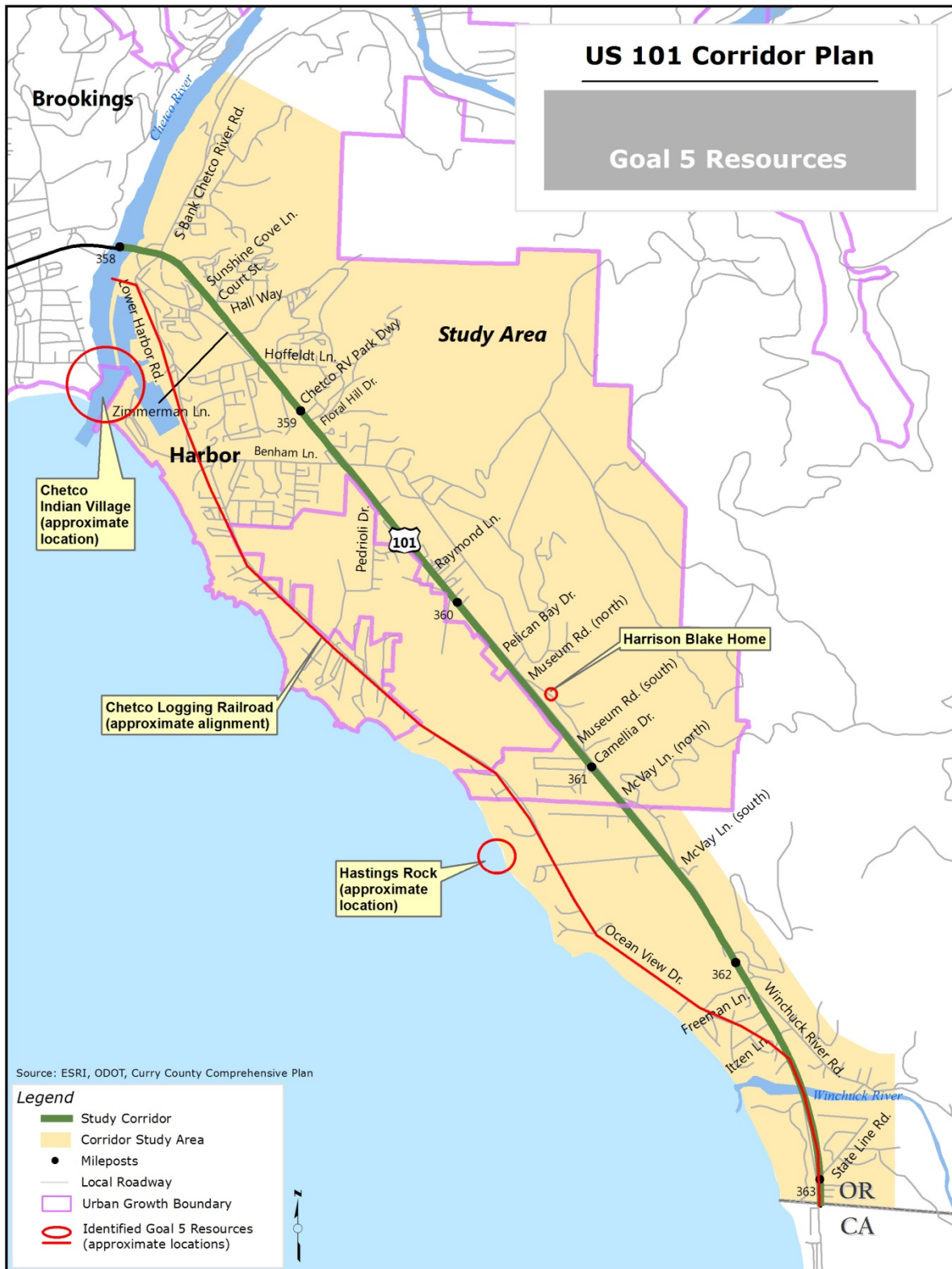
Harrison Blake Home - located approximately 300 feet east of US 101 at 15461 Museum Road, near Emigrant Hill Road. It is identified in the Curry County Comprehensive Plan Natural Resources Inventory as a cultural resource. It is also defined as historically significant in the Oregon State Historic Preservation Office’s Historic Sites database. Built in 1890, the Harrison Blake Home is the oldest surviving structure between the Chetco River and the California border. It is currently in use as the Chetco Valley Historical Society Museum.

Chetco Logging Railroad - identified in the Curry County Comprehensive Plan Natural Resources Inventory as a cultural resource. No longer extant, the railroad once ran between the Brookings lumber mill and Del Norte, California. It appears that it ran along an alignment in the approximate vicinity of Oceanview Drive.

Table 3

| Potential Environmental Constraints Year 2012 | | | |
|--|--|---|---|
| Resource/ Category | Key Points of Potential Conflict | Potential Further Work Required | Regulation and/or Permitting |
| Harrison Blake Home | Between Pelican Bay Dr. and Camelia Dr., approximately M.P. 360.5 to M.P. 361 | Potential to alter the setting of a historic resource. | <ul style="list-style-type: none"> • Section 106 consultation • Section 4(f) |
| Chetco Logging Railroad | From just north of the Winchuck River to the California state line, approximately M.P. 362.5 to M.P. 363 | Need further exploration of the exact location of the historic railroad alignment and the implications of any highway improvements. | <ul style="list-style-type: none"> • Section 106 consultation • Section 4(f) |
| Floodplains | Near the banks of the Chetco and Winchuck Rivers, approximately M.P. 358 and M.P. 362.5 to M.P. 363 | <ul style="list-style-type: none"> • Minimize encroachment • Finding of no net rise | <ul style="list-style-type: none"> • U.S. Army Corps of Engineers (USACE) • Oregon Division of State Lands (ODSL) • Federal Emergency Management Agency (FEMA) • Curry County |
| Wetlands | Identified wetlands near the banks of the Chetco and Winchuck Rivers, approximately M.P. 358 and M.P. 362.5 to M.P. 363. Identified wetlands near M.P. 362. Because a local wetland inventory has not been conducted, there is a high likelihood of additional wetlands in the study area that have not yet been identified. | Need to demonstrate avoidance, minimization, and mitigation. | <ul style="list-style-type: none"> • Section 404 Permit (USACE) • ODSL • Oregon Department of Fish and Wildlife (ODFW) • US Fish and Wildlife Service (USFWS) |
| Potential HazMat Sites | Potential HazMat sites identified between M.P. 358.5 and 359.5. Potential for other sites that have not yet been identified. | Due diligence is required if any of the potential HazMat sites could be disturbed as part of any highway improvements to ensure that the site is properly cleaned up. | <ul style="list-style-type: none"> • Resource Conservation and Recovery Act of 1976 (RCRA) • Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) |

Figure 4



Floodplains and Floodways

The study area is intersected by 100-year floodplains at the Chetco River (MP 358) and at the Winchuck River (MP 362.5 to MP 363) (See Figure 5). There are also small strips of 500 year floodplain along the western edge of the Chetco River and at MP 363, south of the Winchuck River. The 500 year floodplain on the west-side of the Chetco River is outside the study area.

Tsunami Inundations Zones

The study area crosses the Tsunami Inundation Zone at the Chetco River and the Winchuck River. At the Chetco River, it narrows and encompasses only a short segment of the study corridor. At the south-end of the study area, US 101 lies within the Tsunami Inundation Zone from north of the Winchuck River to just north of the Oregon/California border. North of this area, the corridor is also close to the Tsunami Inundation Zone between approximately MP 362 and 362.5.

Historic and Archaeological Resources

There is a high probability of archaeological resources at the mouths of the Chetco and Winchuck Rivers. These would be located near the Pacific Ocean beach and so would not be in close proximity to US 101.

Threatened and Endangered Species

The study area was evaluated for the potential presence of species designated under the Endangered Species Act (ESA) as Threatened, Endangered, or proposed for such designation. Additionally, locations are evaluated for the presence of designated critical habitat for ESA-listed species which might be present.

As shown in Table 4, only the Southern Oregon/Northern California Coast Evolutionarily Significant Unit (ESU) Coho Salmon (*Oncorhynchus Kitsuch*) is documented as occurring in the study area. Coho salmon are known to use both the Chetco and Winchuck Rivers for migration and rearing life stages. Both rivers are designated as critical habitat for this species. It is possible that Coho salmon also use one or more of the creeks in the study area, though no record of this is documented.

Steller sea lions (*Eumetopias Jubatus*) and any of the four (4) identified sea turtles may occur in the estuaries of the Chetco and Winchuck Rivers or along the beaches within the study area. However, there are no documented haul-outs, rookeries, or areas of special use.

Table 4

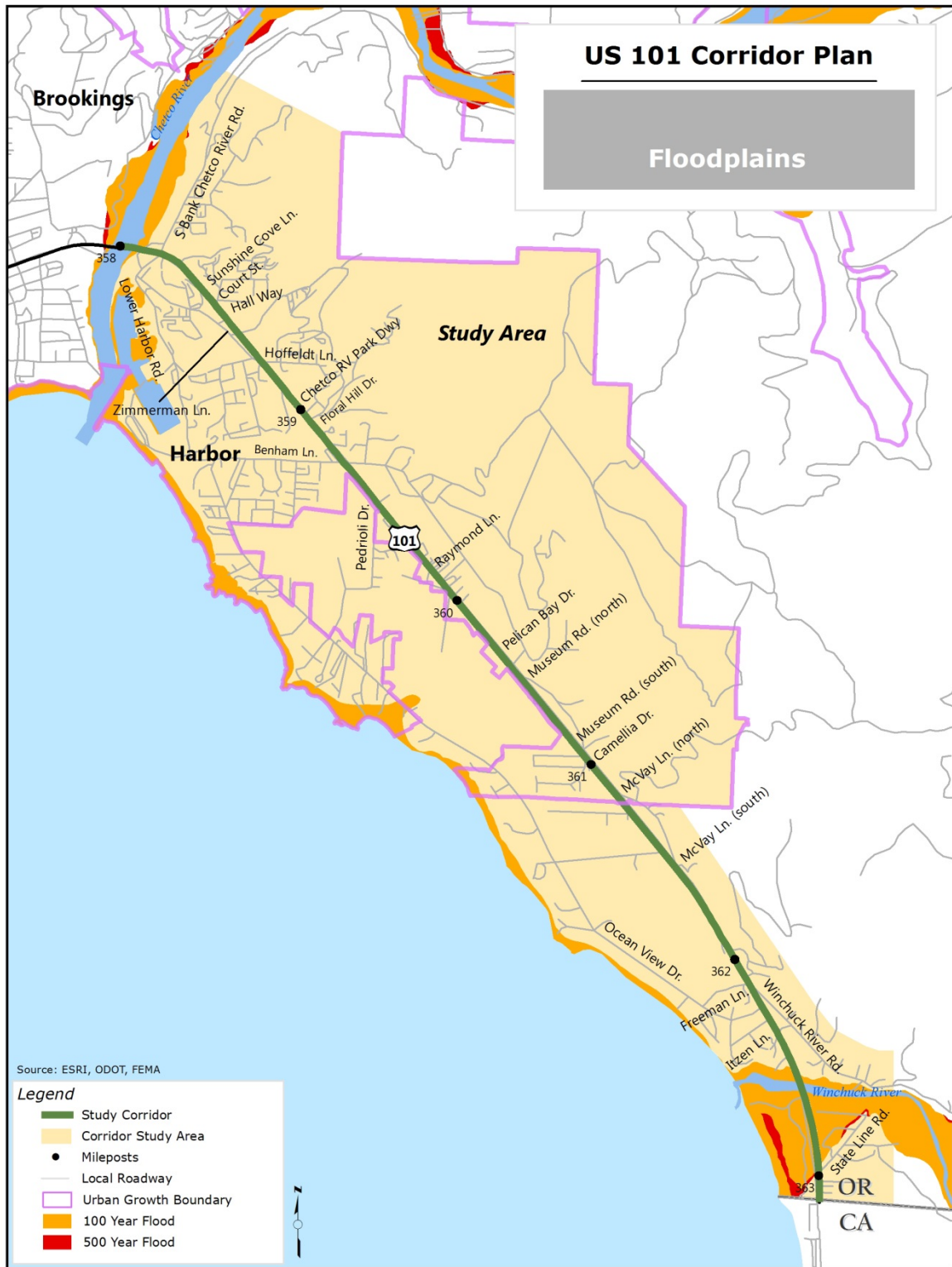
**Potential Threatened, Endangered, and Proposed Species
Year 2012**

| Species Common Name (Scientific Name) ESU*/DPS** | Status | Listing Agency | Designated Critical Habitat within Study Area? | Documented Occurrence within Study Area? |
|--|---------------|---------------------------|---|---|
| Mammals | | | | |
| Steller Sea Lion (<i>Eumetopias jubatus</i>) Eastern DPS | Threatened | NMFS | No | Yes |
| Fish | | | | |
| Coho Salmon (<i>Oncorhynchus kitsuch</i>) S. Oregon/N. California Coast ESU | Threatened | NMFS | Yes | Yes |
| Reptiles/Amphibians | | | | |
| Loggerhead Sea Turtle (<i>Caretta caretta</i>) | Endangered | NMFS, USFWS | No | Yes |
| Green sea turtle (<i>Chelonia mydas</i>) | Threatened | NMFS, USFWS | No | Yes |
| Leatherback Sea Turtle (<i>Dermochelys coriacea</i>) | Endangered | NMFS, USFWS | No | Yes |
| Olive (Pacific) Ridley Sea Turtle (<i>Lepidochelys olivacea</i>) | Threatened | NMFS, USFWS | No | Yes |
| Birds | | | | |
| Marbled Murrelet (<i>Brachyramphus marmoratus marmoratus</i>) | Threatened | USFWS | No | No |
| Northern Spotted Owl (<i>Strix occidentalis caurina</i>) | Threatened | USFWS | No | No |
| Short-Tailed Albatross (<i>Phoebastria albatrus</i>) | Endangered | USFWS | No | No |
| Western Snowy Plover (<i>Charadrius alexandrinus nivosus</i>) | Threatened | USFWS | No | |
| Plants | | | | |
| McDonald's Rockcress (<i>Arabis macdonaldiana</i>) | Endangered | USFWS | No | No |
| Western Lily (<i>Lilium occidentale</i>) | Endangered | USFWS | No | No |

* ESU = Evolutionarily Significant Unit is a distinct local population within a species that has very different behavioral and phenological traits and thus harbors enough genetic uniqueness to warrant its own management and conservation agenda. NMFS uses the ESU as the smallest management unit warranting listing under the ESA for anadromous salmonids, excluding steelhead, which employs the DPS terminology.

** DPS = Distinct Population Segment is the smallest management unit warranting listing under the ESA. Species, as defined in the ESA for listing purposes, is a taxonomic species or subspecies of plant or animal, or in the case of vertebrate species, a distinct population segment (DPS).

Figure 5



Wetlands

The most extensive area of wetlands is south of the Winchuck River, extending for approximately one-half mile between the river and MP 363 (See Figure 6). Other large wetland areas exist at MP 362 and west of US 101. It appears that this wetland is far enough from US 101 that it is not likely to be a concern.

There are smaller wetland areas close to the corridor near Museum Road (on the west-side of US 101), between Hoffeldt Lane and Kings Way (west of US 101), and stream crossings near South Bank Chetco River Road.

Hazardous Materials Sites

The research revealed seven sites with recorded incidents of hazardous material spills (Table 5 and Figure 7). Soils contaminated by hazardous materials would need to be cleaned-up if construction occurs on contaminated sites. Therefore, it is important to identify any potentially contaminated sites in the study area. Records of hazardous material contamination are available from several databases.

Table 5

**Potential Hazardous Materials Sites
Year 2012**

| Site Name | Location | Data Source | Status |
|--|-------------------------|--------------------|--|
| Port of Brookings Harbor Boat Yard | 16060 Lower Harbor Road | Oregon DEQ ECSI | Contamination suspected |
| Tidewater Contractors, Inc. | 16156 Hwy 101 S. | Oregon DEQ LUST | Diesel release from underground tank in 1992. |
| | | EPA RCRA | Conditionally exempt small quantity generator. |
| Port of Brookings | Lower Harbor Road | Oregon DEQ LUST | Waste oil release from 2 underground tanks in 1999. |
| US Coast Guard Station – Chetco River | Boat Basin Road | Oregon DEQ LUST | Diesel release from underground tank in 1996. |
| Harbor Shell | 16021 Hwy 101 S. | Oregon DEQ LUST | Miscellaneous gas release from underground tank in 2002. |
| Harbor BP & Mini Mart | 16258 Hwy 101 S. | Oregon DEQ LUST | Miscellaneous gas release from underground tank in 1996. |

Figure 6

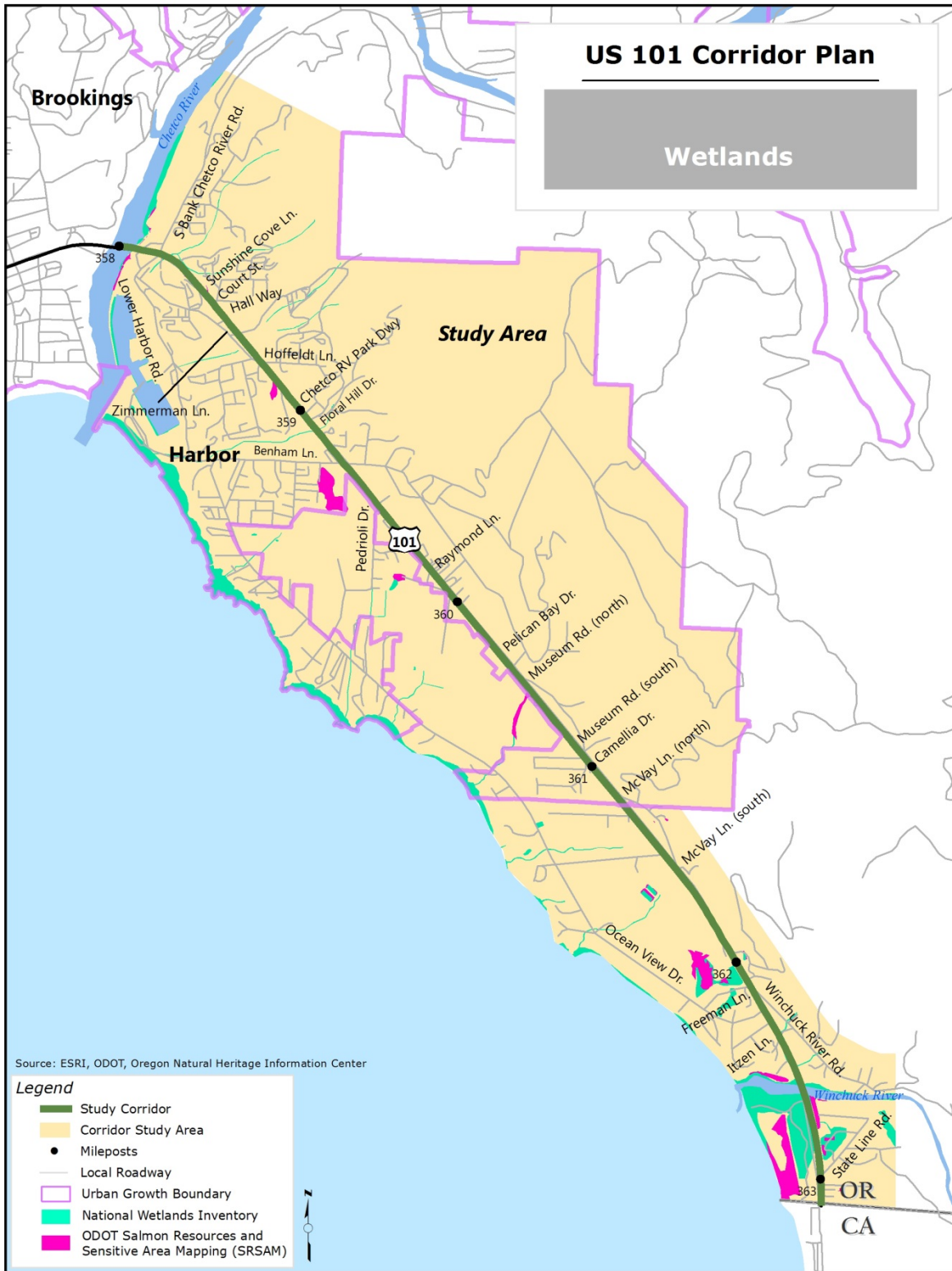
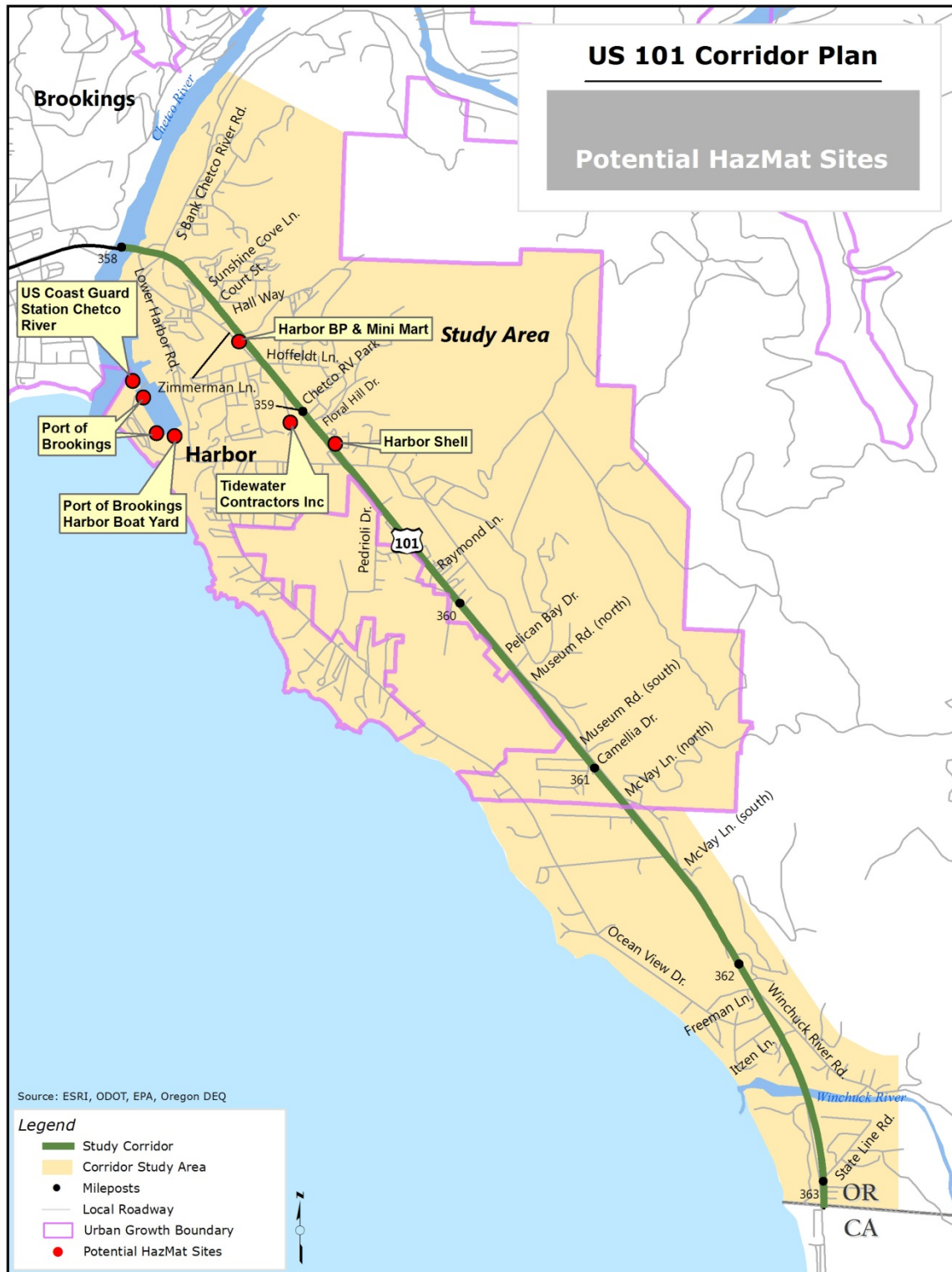


Figure 7



POTENTIAL DESIGN CONSTRAINTS (YEAR 2012)

Depending on the location of the preferred project, final design and construction details, there will be specific permits, regulatory requirements, or authorizations required prior to construction of the project. Additional design constraints not covered in this corridor plan could include the location of Hazardous Material sites, fish passage requirements at stream crossings, and storm water treatment requirements.

2.3 TITLE VI AND ENVIRONMENTAL JUSTICE POPULATIONS (YEAR 2012)

Economically challenged groups and protected classes are the focus of federal and state Environmental Justice and Title VI regulations and, as such, are a special focus within ODOT long-range transportation planning processes. The study area contains two (2) entire census block groups and two (2) partial groups. Title VI of the Civil Rights Act of 1964 and associated policies and regulations prohibit discrimination on the basis of race, color, national origin, gender, age, and disability. Because ODOT receives federal funding for its projects and programs, it established a Title VI program to address nondiscrimination regulations related to decisions about transportation investments. ODOT's 2002 Title VI Plan commits the agency to:

- Make special efforts to contact and involve minority and low income groups in conducting planning studies and formal hearings held on transportation improvement plans and programs.
- Collect and analyze data on the impact of plans on minority and low income populations.

These kinds of efforts and analysis are also related to the federal Executive Order on Environmental Justice. The three guiding principles for environmental justice are as follows:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low income populations.
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.

Title VI Populations

Information related to Title VI and Environmental Justice is presented on concentrations of federally recognized populations in the study area, including minorities, low-income, and elderly people. It incorporates observations from representatives of the Curry County Public Health Department interviewed in September 2012.

In order to involve and equitably serve these target populations in the study area, they first must be identified. The mapping of 2010 Census data by census block group and input from Curry County Public Health Department staff helped identify these populations. The study area contains two entire census block groups and two partial groups. For the partial groups, the data was mapped for only those areas within the study area.

Minority Population

The highest concentration of minority populations – just over 20% of the total population – is in the northeast portion of the study area. The remainder of the study area has between 7% and 12% minority populations. Overall, roughly 87% of the study area population is non-Hispanic white. The largest minority groups are Hispanic and American Indian/Alaska Native (See Figure 8).

Representatives from the Curry County Health Department reported that trailer parks located between South Bank Chetco River Road and Hall Way have concentrations of low-income Native American, Latino, and elderly populations, as do apartment complexes and trailer parks along Benham Lane west of US 101. There is also a significant seasonal migrant population associated with the local lily industry.

Low Income Population

Concentrations of low-income residents are spread relatively evenly throughout the study area; however, slightly higher concentrations are found in the northern portion. For the census tract that encompasses the entire study area plus areas further east, more recent data indicates that the poverty rate is 15.3%, based on a five (5) year average from Years 2007-2011. This data also shows that many of those in poverty are families with young children (See Figure 9).

Most low-income residents live in the Harbor area. Concentrations of people that fall within the low-income category, as well as the minority and elderly categories, are located in the manufactured home parks between South Bank Chetco River Road and Hall Way and the apartments and manufactured home parks along Benham Lane west of US 101. It was also reported that people live in storage units at various locations in the study area, such as along Seashore Lane. Another location of low-income residents is the Union Gospel Outreach Mission along US 101 near Robin Lane, just south of Raymond Lane on US 101.

Senior Population

The highest concentrations of senior residents are found in the northwest portion of the study area. Overall, just over a third of the study area population is 65 or older. The high concentration of senior population in the northwest portion of the study area corresponds with the location of the Seaview Assisted Living facility west of US 101 near Benham Lane (See Figure 10).

Figure 8

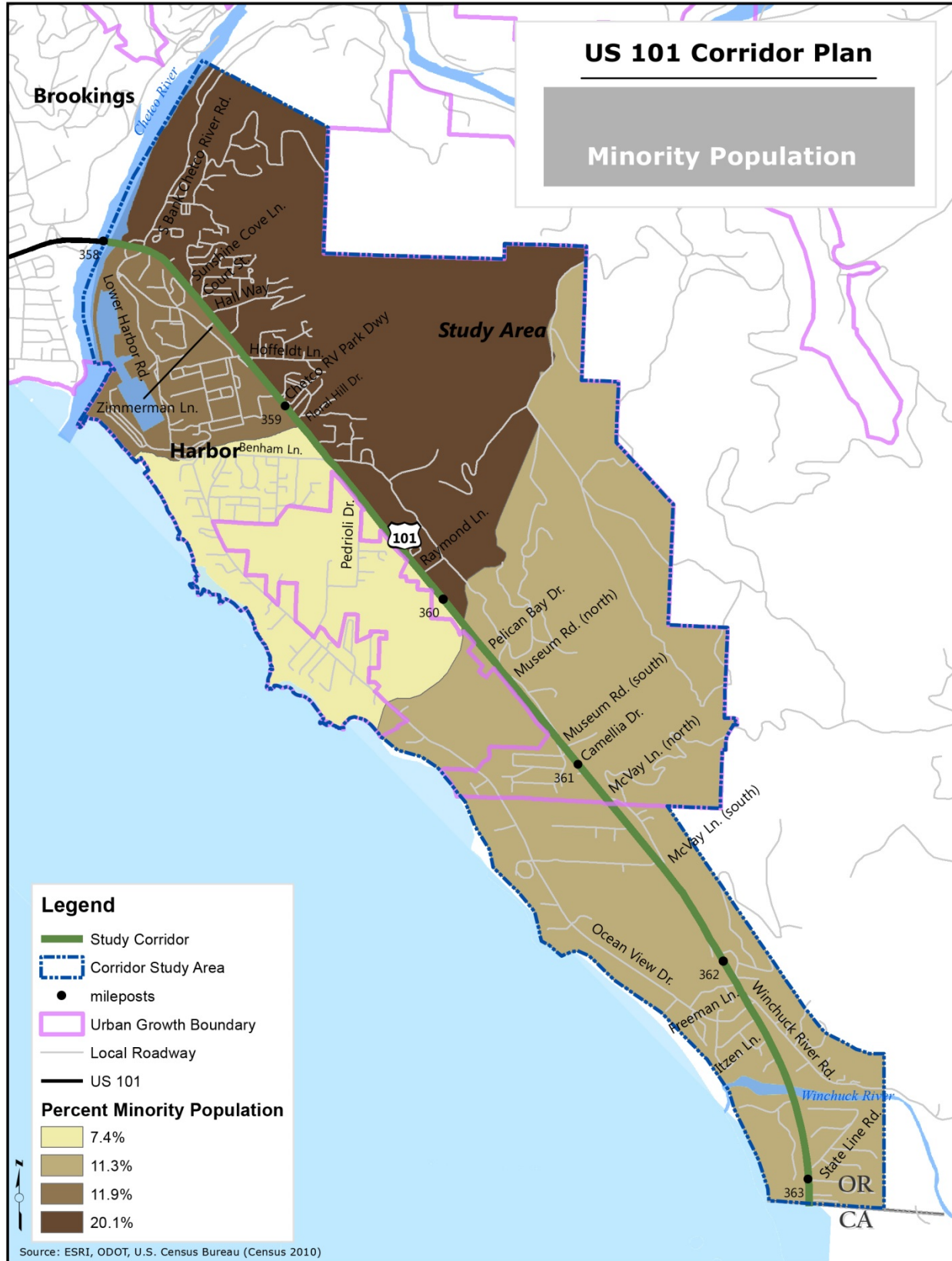


Figure 9

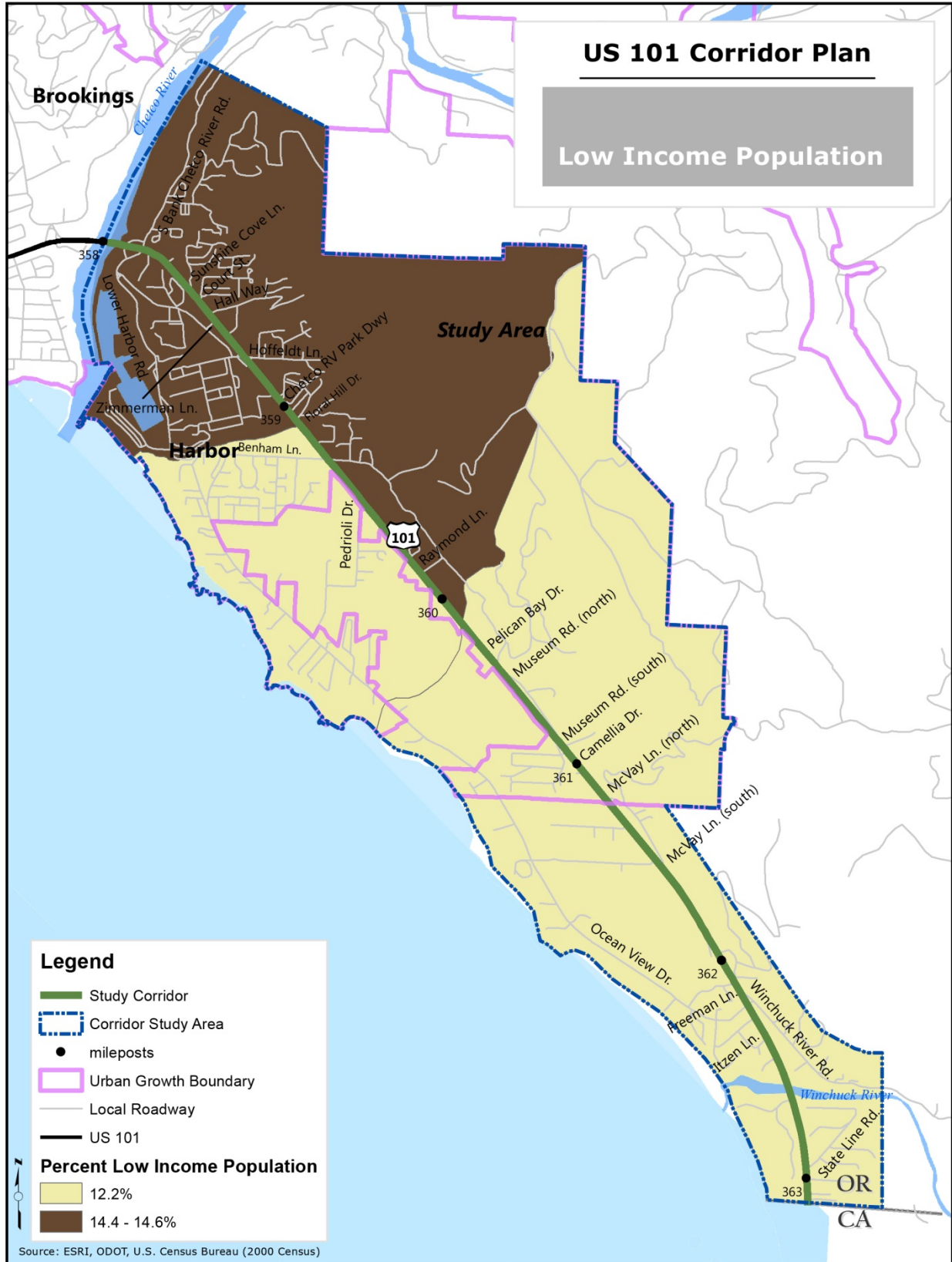
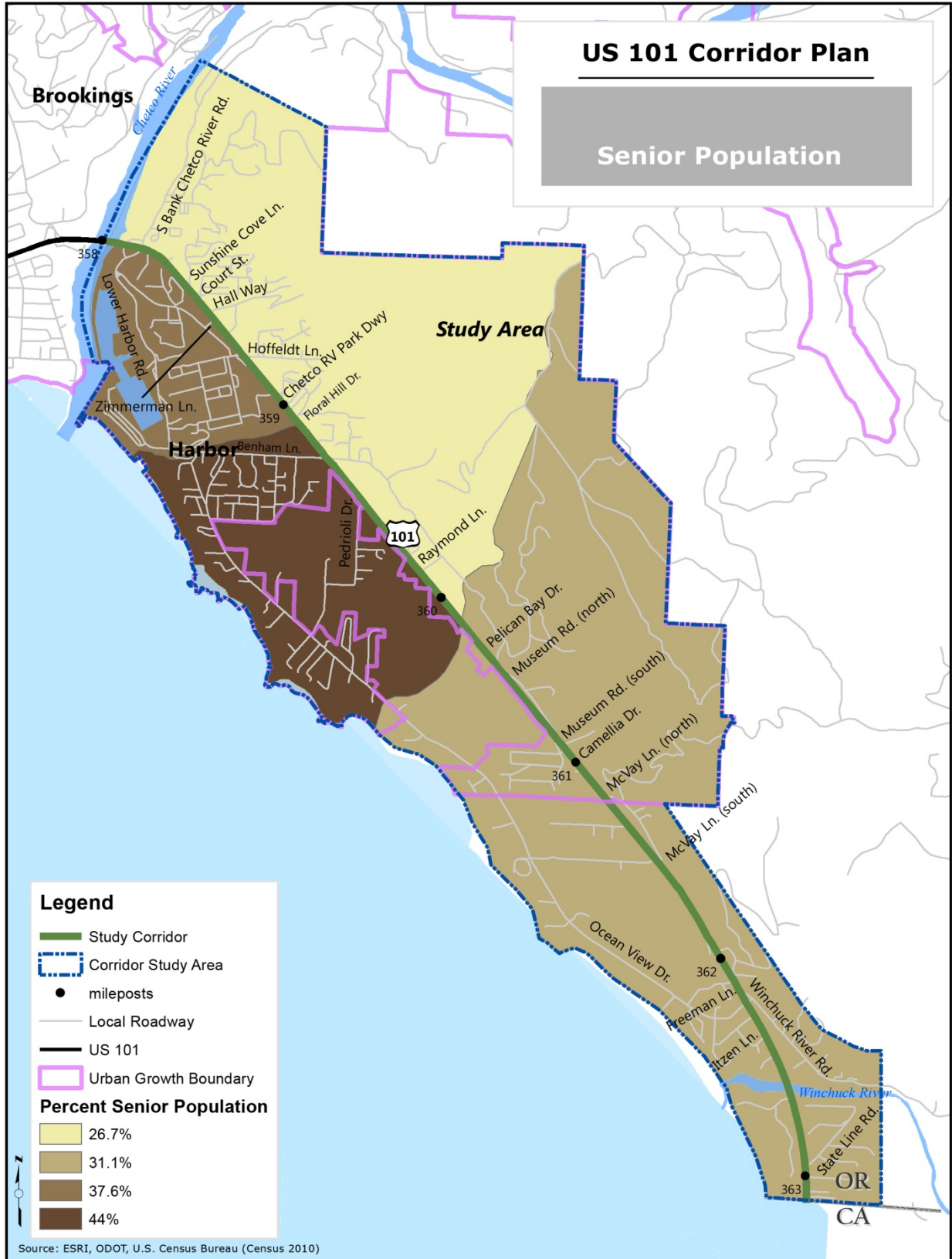


Figure 10



Transportation Barriers to Title VI Populations

Curry County Health Department staff provided feedback on the transportation needs for federally recognized populations within the study area. Many of these are also needs of the general population, but have greater significance for these groups because of their special circumstances, such as the lack of an automobile. This includes the need for safe and adequate pedestrian, bicycle and transit facilities.

Specific examples of these needs are:

- The Brookings-Harbor Shopping Center and the South Coast Center are popular destinations within the study area, particularly for Title VI populations because they are close by and feature discount retailers. Non-auto access to these shopping centers is difficult, however, because of the lack of sidewalks and lighting, traffic conflicts at the driveways, and the need for improved transit service.
- For residents of the Men's Union Gospel Mission near Robin Lane, there is a lack of sidewalks and lighting in the vicinity, as well as no crosswalk to reach the new women's mission to be opened on the west-side of US 101. There are also limited transportation options for the residents to travel from the mission to the addiction treatment center in Brookings.
- There are no medical facilities in Harbor and the county health department is located in Gold Beach. Limited transportation options make it difficult for Title VI populations to access medical services at the health department, such as immunizations.
- Lack of lighting and difficult pedestrian access for the large transient population near the Chetco River Bridge.
- Poor access to the Seaview Senior Living Community to the west of US 101.

Title VI Transportation Needs

Non-auto access to the shopping centers would be improved with the addition of continuous sidewalks and street lighting within the northern subarea. Improving pedestrian crossings in multi-lane high speeds areas would also increase access to the shopping centers. Near Robin Lane, roadway lighting could be installed to serve potential future pedestrian demand between the men's mission on the east-side of the US 101 and the proposed women's mission on the west-side of the highway. Implementation of this improvement would be contingent on the opening of the women's mission. There is also a general lack of pedestrian access for the residents of the mission, particularly within the northern sub-area. This access could be significantly improved with the addition of continuous sidewalks and lighting. The poor access to the Seaview Senior Living Community to the west of US 101 could also be improved with the addition of continuous sidewalks and lighting. For the large transient population near the Chetco River Bridge, there is a lack of lighting and difficult pedestrian access at the US 101/South Bank Chetco River Road/Lower Harbor Road intersection.

2.4 TRANSPORTATION SYSTEM (YEAR 2012)

The transportation system inventory examines the highway, intersecting roadways, bridges, pavement conditions, bicycle and pedestrian facilities, transit facilities, Intelligent Transportation Systems, and rail facilities.

To serve as the basis for the existing conditions analysis, an inventory of the transportation infrastructure was conducted for Base Year (2012) conditions. The inventory included the twenty-one (21) study intersections. Transportation data including traffic volumes and roadway characteristics was collected and analyzed. The results of the analysis is compared to standards, and for locations that did not meet the standards, a need was identified.

A multi-modal approach was taken for the evaluation of corridor needs that included motor vehicle, transit, bicycle, and pedestrian modes. Bridge conditions are also identified.

US 101 (YEAR 2012)

The OHP classifies US 101 as a Statewide Highway. It is part of the National Highway System (NHS). The Curry County Transportation System Plan (TSP) defines US 101 as a Principal Arterial. It is the main transportation facility in the study area and also functions as the primary transportation facility along the entire Oregon coast. US 101 is also defined as a Scenic Byway and Priority 1 Seismic Lifeline Route by ODOT. The Scenic Byway designation recognizes the need to preserve and enhance the scenic value while accommodating critical safety and performance needs. The Priority 1 Seismic Lifeline designation means that US 101 is essential for emergency responses in the first 72 hours after incidences.

- US 101 has four (4) through lanes in the north section of the study area that transition to two (2) through lanes at the north access of McVay Lane. There is a two-way center turn lane with a standard width of 14 feet between Lower Harbor Drive-South Bank Chetco River Road and Raymond Lane, except for a short 12-foot wide section near South Bank Chetco River Road. Parking is allowed on shoulders but is not allowed on bike lanes along US 101.
- US 101 is located on a relatively straight and level alignment within the study area, with one (1) large- radius curve on the north-end of the corridor. The ROW width generally ranges between 90 and 120 feet on each side of the roadway centerline. There are a few short sections where it narrows to as little as 60 feet or widens to 300 feet (See Table 6 & Figure 11). Operationally, the speed limit changes from 45 mph on the north-end of the corridor to 55 mph just south of Benham Lane. There is no continuous roadway lighting along the corridor.
- An ODOT fixed scale weigh station is located between the north and south access points to McVay Lane on US 101.

Table 6**Existing Right-of-Way
Year 2012**

| From/To | Milepost | Right-of-Way (feet) | | |
|----------------------------------|-----------------|---------------------|---------|---------|
| | | Minimum | Maximum | Average |
| Chetco River Br. -Zimmerman Ln. | 358.02 – 358.57 | 60 | 300 | 140 |
| Zimmerman Ln. - Hoffeldt Ln. | 358.57 – 358.76 | 75 | 200 | 90 |
| Hoffeldt Ln. – Benham Ln. | 358.76 – 359.32 | 40 | 200 | 70 |
| Benham Ln. – Raymond Ln. | 359.32 – 359.94 | 75 | 115 | 100 |
| Raymond Ln. – McVay Ln. (north) | 359.94 – 361.16 | 60 | 250 | 100 |
| McVay Ln. (north) – OR/CA Border | 361.16 – 363.11 | 60 | 250 | 125 |

Other Roads

The other roads in the study area are under Curry County jurisdiction, because they are outside of the City of Brookings' city limits and are not ODOT facilities. The main county facilities include Lower Harbor Drive, South Bank Chetco River Road, Benham Lane, and Winchuck River Road, which are designated as major collectors, and Oceanview Drive, which is designated as a minor collector. The other roads within the study area are classified as local roadways. All of the county roads are two-lane facilities, providing a majority of the local access to residents living in the study area (See Figure 12).

Figure 11

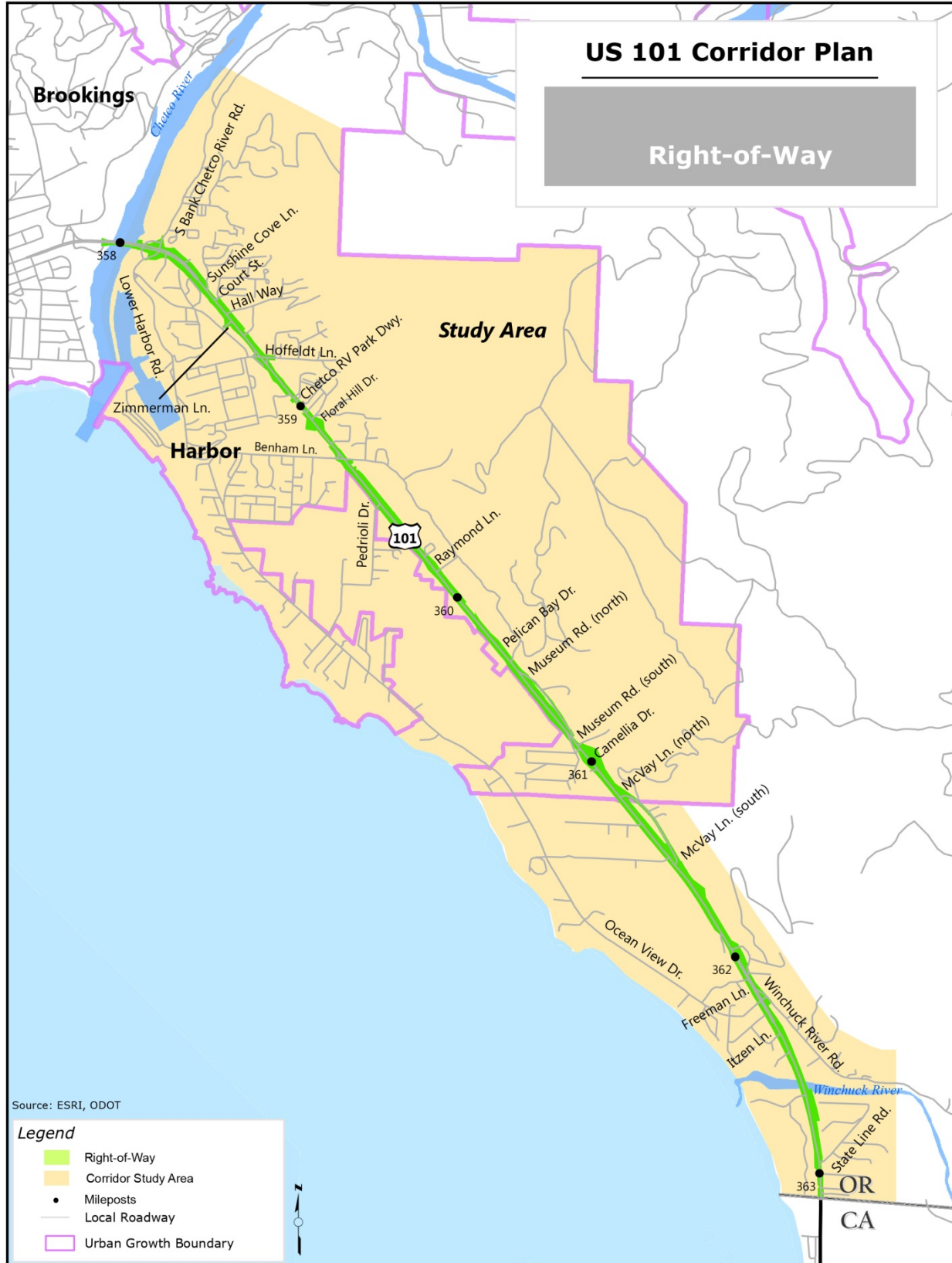


Figure 12



Intersections

Twenty-one (21) intersections are analyzed within the study area. Right-turn and/or left-turn lanes exist at the following intersections (See Figure 13):

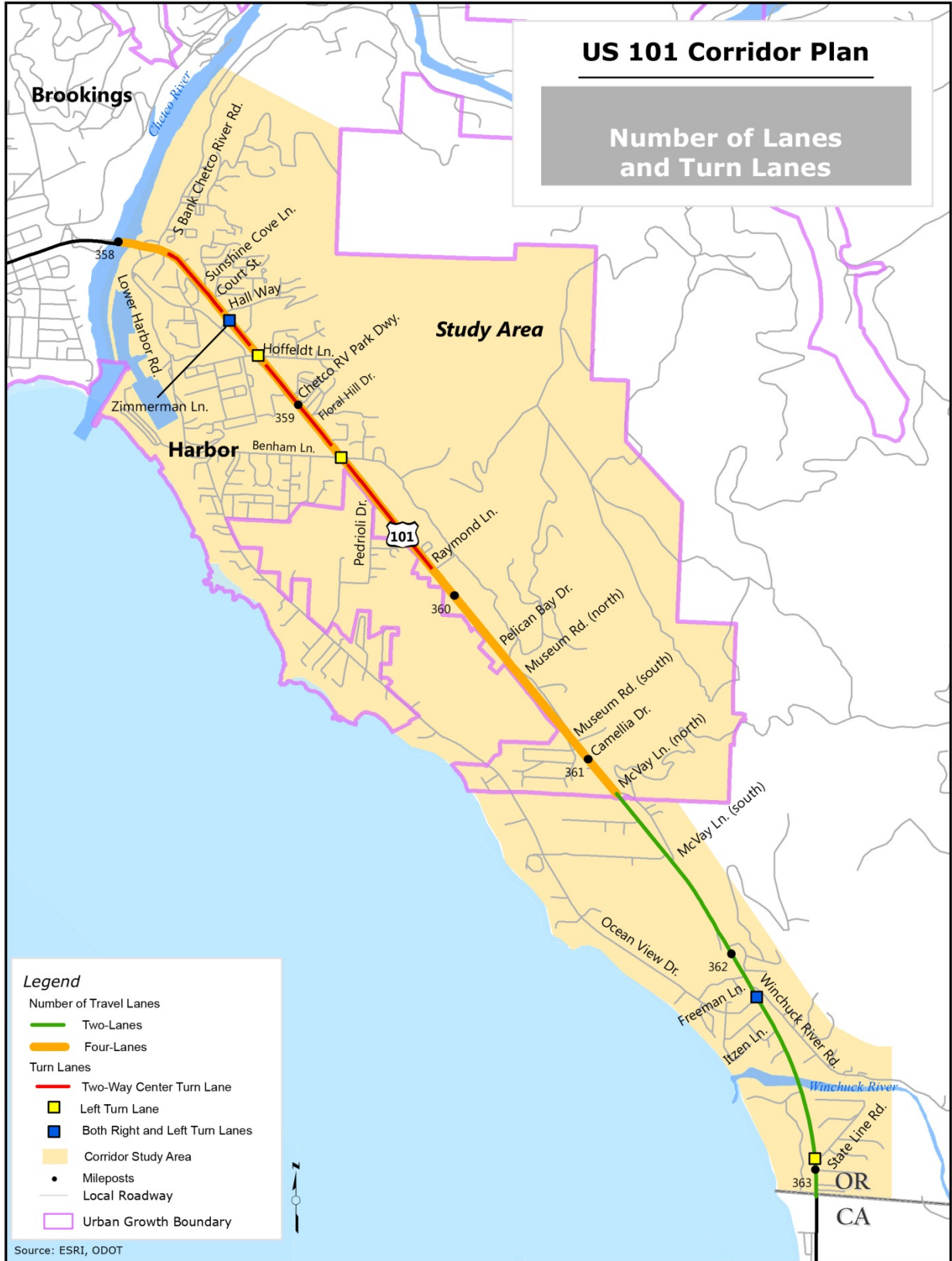
- US 101/Zimmerman Lane
- US 101/Hoffeldt Lane
- US 101/Benham Lane
- US 101/Oceanview Drive/Winchuck River Road
- US 101/State Line Road

Crosswalks

Marked crosswalks are available only at signalized intersections. Roadway lighting is limited to the following intersections:

- US 101/ Lower Harbor Drive-South Bank Chetco River Road
- US 101/Floral Hill Drive
- US 101/Pelican Bay Drive

Figure 13



2.5 BRIDGES (YEAR 2012)

There are two (2) bridges in the study area, one at the Chetco River on the north-end of the study area (M.P. 357.98) and the other on south-end at the Winchuck River (M.P. 362.61). The Chetco River Bridge (#01143D) was built in Year 1972, while the Winchuck River Bridge (#09091A) was built in Year 1965.

BRIDGE SUFFICIENCY RATING (YEAR 2012)

The sufficiency rating for bridges is determined by periodic inspections performed by ODOT. The rating is a numeric value indicative of the sufficiency of a bridge to remain in service. The Federal Highway Administration (FHA) uses this index in evaluating the nation's bridges for funding distribution and eligibility.

Those bridges with a sufficiency rating of 80 or less are eligible for rehabilitation. Bridges with a rating of 50 or less are eligible for replacement.

- The Chetco River Bridge has a sufficiency rating of 71.2 making it is eligible for rehabilitation.
- The Winchuck River Bridge received a score of 41.8 making it eligible for replacement.

Note: Sufficiency Ratings shown are valid at the time of writing but will change over time.

BRIDGE FEATURE RATINGS AND RESTRICTIONS (YEAR 2012)

The ratings for both bridges range from fair to good. There are no weight or height restrictions on either bridge. The Winchuck River Bridge width is 32 feet and has a narrow horizontal clearance, which is one of the reasons for its lower sufficiency rating (See Table 6).

Table 7

| Bridge Feature Ratings and Restrictions Year 2012 | | |
|--|---------------------|-----------------------|
| | Chetco River Bridge | Winchuck River Bridge |
| Bridge Feature | | |
| Bridge deck | 6 | 7 |
| Superstructure | 6 | 5 |
| Substructure | 7 | 7 |
| Bridge Restrictions | | |
| Weight | None | None |
| Height | None | None |

2.6 OPERATIONS AND SAFETY (YEAR 2012)

To serve as the basis for the existing conditions analysis, an inventory of the transportation infrastructure was conducted for base year (2012) conditions. The inventory included the 21 study intersections.

Transportation data including traffic volumes and roadway characteristics was collected and analyzed. The results of the analysis are compared to standards, and for locations that did not meet the standards, a need was identified.

TRAFFIC VOLUMES (YEAR 2012)

Traffic volumes are obtained from ODOT's databases and intersection turning movement counts conducted in March 2008 and June 2012. The volume data was used to identify annual average daily traffic volumes (AADTs) along US 101, as well as seasonal and hourly traffic variation. The design hour volumes used in the existing conditions analysis are also estimated based on the volume data.

Annual Average Daily Traffic

The Year 2011 AADT along US 101 ranges from more than 15,000 vehicles per day between the Chetco River Bridge and Zimmerman Lane to roughly half this volume near the Oregon/California border. The volumes are closely correlated with local development, with the highest volumes in the urbanized Harbor area to the north and the lowest volumes in the largely rural area to the south (See Figure 14).

Seasonal Volumes

The volume data was obtained from the Winchuck River Road Automatic Traffic Recorder (ATR) located on the south end of the corridor. The highest volumes occurred during the months of July and August, with traffic approaching 10,000 vehicles per day. The lowest volumes occurred in November, December, and January, with traffic dropping about 25% from the summer peak to roughly 7,500 vehicles per day. This seasonal variation is typical for a coastal route with tourist traffic in the summer months; however, it is less than at locations further north on US 101, where the difference ranges from 35-40%.

Hourly Volumes

The volumes are obtained from 16-hour traffic counts. By direction, the southbound volumes are slightly higher at all of the locations between 6:00 AM and 9:00 AM, suggesting a somewhat stronger commute travel pattern in this direction. US 101 is typical of corridors in low-density or rural areas, in which traffic is characterized by little or no morning or afternoon peaking and relatively balanced directional splits. This reflects the higher proportion of non-work trips compared to urban areas, which have pronounced work trip peak periods.

US 101/Hoffeldt Lane intersection - the highest volumes occurred between noon and 6:00 PM. The distribution is bell-shaped, with no significant peaking in the AM and PM periods. Instead, traffic tends to build consistently throughout the AM period, and then levels-off during the mid-day period before decreasing in the late afternoon.

US 101/Pedrioli Drive intersection - has a similar hourly distribution to US 101/Hoffeldt Lane, but with lower overall volumes. Also, traffic begins to decrease earlier in the afternoon, at about 4:00 PM, compared to 6:00 PM for Hoffeldt Lane.

US 101/Winchuck River Road intersection - generally has the lowest volumes. The hourly distribution of traffic is also somewhat flatter than those for the other locations.

Figure 14



Design Hour Volumes

Design hour traffic volumes are used to measure system performance and are the basis for determining improvement needs. Annual 30th highest hour traffic volumes (30 HVs) are developed for the corridor analysis because it is a commonly used design period for transportation improvements and is also the basis for ODOT's mobility targets. The 30 HVs are developed for the 2012 base year using the count data and following the procedures contained in the ODOT's Analysis Procedures Manual (APM) (See Figure 15).

Because some of the counts are from Year 2008, growth factors are applied to estimate equivalent Year 2012 counts. The growth rates are developed using data from ODOT's traffic volume tables for Years 2008 and 2011. A system peak hour was then selected, representing the single hour in which the highest volumes of the day occur. Along the US 101 within the study area, this was determined to be from 3:00 PM to 4:00 PM.

The counts for the system peak hour are converted to 30 HVs by applying a seasonal factor. The seasonal factors are identified using three different methods described in the APM. For the intersections south of Raymond Lane, the On-Site ATR Method was applied using data from the Winchuck ATR, since the volumes in this area fall within 10% of the ATR volume. For the US 101/Hoffeldt Lane intersection only, a seasonal factor was developed using the ATR Characteristic Table Method. Traffic volumes at this location have characteristics similar to those at the ATR near Gearhart and are within 10% of the Gearhart volumes. For the remainder of the intersections, the Seasonal Trend Table Method was used in which the Coastal Destination Trend was selected. ATRs within this trend group are located on state highways to/within larger coastal city destinations having summer peaks, as well as routes that are favorable for travel between the Willamette Valley and the Coast.

The estimated 30 HVs are balanced and then rounded to the nearest five vehicles. The balancing process considered adjacent land uses and accesses between the intersections. When balancing between intersections with different count years, priority was given to the volumes derived from the Year 2012 counts.

Figure 15



ROADWAY NEEDS (YEAR 2012)

Existing roadway needs are analyzed in the areas of mobility, traffic operations, safety, and geometrics.

SEGMENT MOBILITY NEEDS (YEAR 2012)

The segment capacity analysis was performed according to the methodologies for multi-lane and two-lane highways outlined in the 2000 Highway Capacity Manual (HCM2000) and the APM. Existing mobility needs are identified by comparing volume-to-capacity (v/c) ratio estimates for roadway segments and intersections to the applicable v/c ratio performance targets (See Figure 16). As shown in Table 7, all of the US 101 roadway segments are currently operating well within the OHP mobility performance targets of 0.85, 0.80 and 0.70 v/c.

Table 8

| Mainline Analysis Year 2012 | | | | | | | |
|----------------------------------|-----------------|--------|-----------------|-------------|------------|-----------|------------|
| From/To | Milepost | AADT | Traffic Control | Speed Limit | # of Lanes | V/C Ratio | V/C Target |
| Chetco River Br. - Zimmerman Ln. | 358.02 – 358.57 | 17,600 | Signal | 45 | 4 | 0.28 | 0.85 |
| Zimmerman Ln. - Hoffeldt Ln. | 358.57 – 358.76 | 13,700 | Signal | 45 | 4 | 0.27 | 0.85 |
| Hoffeldt Ln. – Benham Ln. | 358.76 – 359.32 | 14,100 | Signal | 45 | 4 | 0.22 | 0.85 |
| Benham Ln. – Raymond Ln. | 359.32 – 359.94 | 10,400 | -- | 55 | 4 | 0.15 | 0.80 |
| Raymond Ln. – McVay Ln.(north) | 359.94 – 361.16 | 10,100 | -- | 55 | 4 | 0.12 | 0.80 |
| McVay Ln. (north) – OR/CA Border | 361.16 – 363.11 | 8,300 | -- | 55 | 2 | 0.27 | 0.70 |

INTERSECTION MOBILITY NEEDS (YEAR 2012)

The HCM2000 methodology was applied for signalized intersections because the 2010 Highway Capacity Analysis Manual (HCM2010) procedure does not produce estimates of the v/c ratio, which is the basis of the OHP mobility targets. Mobility targets identify state highway mobility performance expectations and provide a measure by which the existing and future performance of the highway system can be evaluated. The Level of Service (LOS) for signalized intersections is based on the amount of average delay per vehicle for the intersection. A LOS of C was used as an acceptable LOS to identify state highway performance expectations. For unsignalized intersections, the HCM2010 procedure was used to calculate the v/c ratio and LOS for the worst movements on the minor road and US 101 approaches. Typically, left turn movements incur the most delay.

As shown in Table 8, current v/c ratios are less than the OHP mobility targets for all of the US 101 intersections and the current LOS is less than LOS C performance target, indicating that there are no existing mobility needs at these locations. Additionally, traffic queues do not exceed the available storage on any the US 101 or minor road approaches, indicating that there is not a queuing problem. Most of the queues are 50 feet or less.

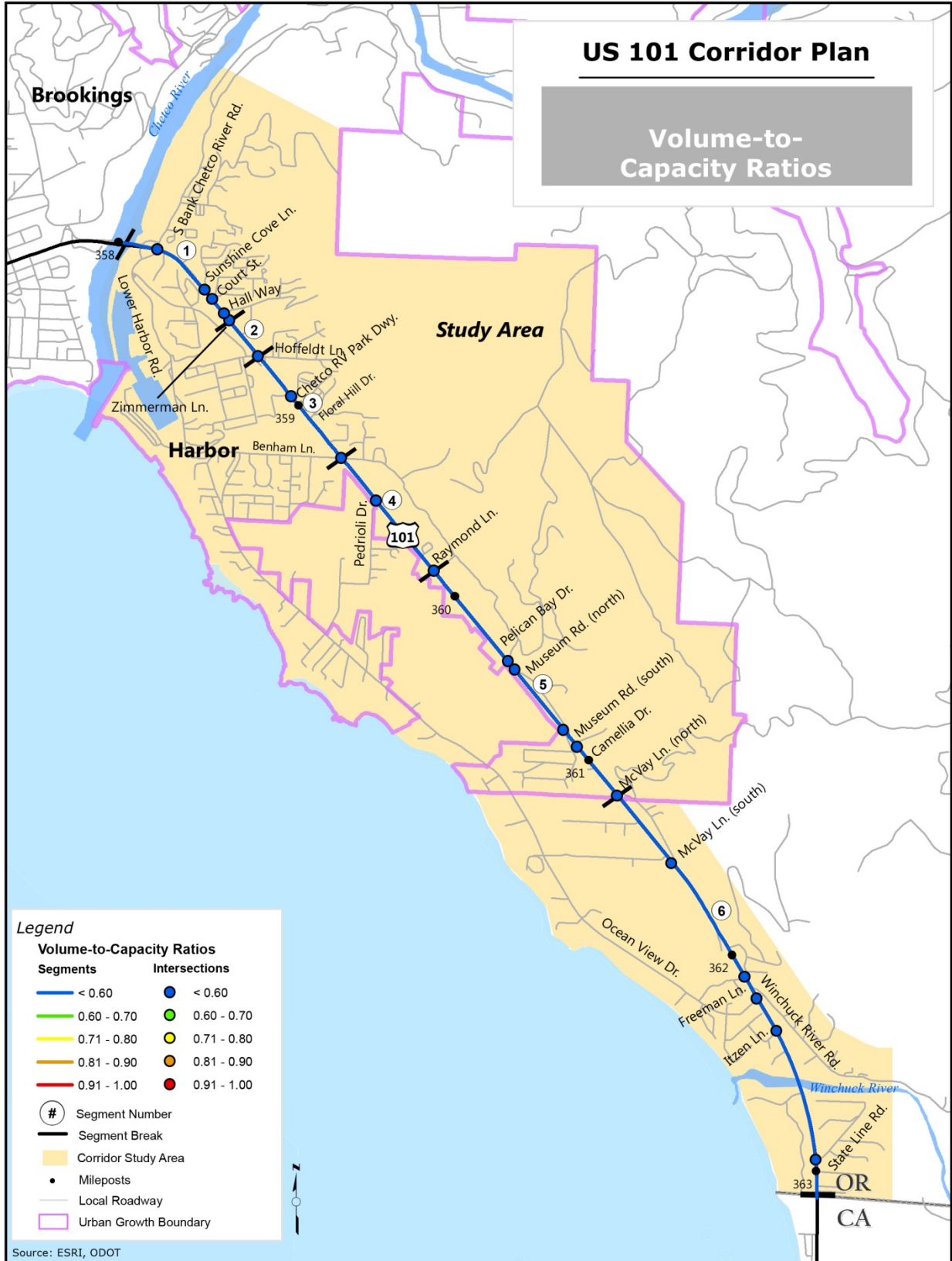
Table 9
Intersection Analysis
Year 2012

| Intersection | V/C Targets | US 101 | | Minor Road | |
|---|-------------|-----------|-----|------------|-----|
| | | V/C Ratio | LOS | V/C Ratio | LOS |
| US101/Lower Harbor Dr.-S Bank Chetco River Rd. | 0.85 | --* | -- | 0.63 | C |
| US101/Sunshine Cove Ln. | 0.85 | 0.05 | B | 0.15 | D |
| US101/Court St. | 0.85 | 0.05 | B | 0.33 | D |
| US 101/Hall Way | 0.85 | 0.02 | B | 0.10 | C |
| US101/Zimmerman Ln. | 0.85 | 0.64 | B | --** | -- |
| US101/Hoffeldt Ln. | 0.85 | 0.53 | B | --** | -- |
| US101/Kings Way | 0.85 | 0.01 | A | 0.04 | C |
| US101/Benham Ln | 0.85 | 0.50 | B | --** | -- |
| US101/Pedrioli Dr. | 0.80 | 0.01 | A | 0.17 | C |
| US101/Raymond Ln. | 0.80 | 0.01 | A | 0.03 | B |
| US101/Pelican Bay Dr. | 0.80 | 0.01 | A | 0.02 | B |
| US101/Museum Rd. (North) | 0.80 | 0.01 | A | 0.01 | A |
| US101/Museum Rd. (South) | 0.80 | 0.01 | A | 0.02 | B |
| US101/Camellia Dr. | 0.80 | 0.01 | A | 0.06 | B |
| US101/McVay Ln (North) | 0.80 | --* | -- | 0.01 | B |
| US101/McVay Ln (South) | 0.70 | 0.01 | A | 0.00*** | A |
| US101/Freeman Ln | 0.70 | 0.01 | A | 0.02 | C |
| US101/Ocean View Dr.- Winchuck River Rd | 0.70 | 0.03 | A | 0.09 | C |
| US101/Itzen Dr. | 0.70 | --* | -- | 0.02 | C |
| US101/State Line Rd | 0.70 | 0.01 | A | 0.06 | B |

Unsignalized intersection with no left-turn movement available on US 101 approaches.
 ** For signalized intersections, the V/C ratio and LOS are reported for the entire intersection.
 *** Zero volume on the minor road approach.

(Note: The OHP mobility target for signalized and unsignalized intersections use the v/c ratios in OHP Table 6. The mobility target for minor approaches to unsignalized intersections located inside the City of Brookings UGB and within the Unincorporated Community of Brookings Harbor is the District/Local Interest Road mobility target of 0.90 v/c. The mobility target for minor approaches to unsignalized intersections located outside the Brookings UGB and within rural lands uses the District/Local Interest Road mobility target of 0.75 v/c (OHP Action 1F.1))

Figure 16



PRELIMINARY TRAFFIC SIGNAL WARRANTS (YEAR 2012)

Preliminary traffic signal warrant analysis was conducted for all unsignalized intersections following the procedures in the APM and Manual on Uniform Traffic Control Devices (MUTCD). The results of the analysis indicated that none of the intersections currently meet the traffic signal warrant requirements. This is consistent with the results of the intersection capacity analysis, which showed low v/c ratios for all of the intersections.

TRAFFIC OPERATIONS (YEAR 2012)

Traffic operations needs are analyzed for unsignalized intersections where left-turn lanes or right-turn lanes may be needed. Left-turn lanes may be needed to reduce the possibility of rear-end collisions or improve traffic flow by preventing left-turning vehicles from blocking the flow of through traffic. Right-turn lanes may be needed to reduce the delay of through vehicles behind right-turning traffic and to ease right-turns for drivers from the higher-speed through traffic stream.

TURN LANE NEEDS (YEAR 2012)

Turn lane needs are determined using Criterion 1 – Vehicular Volume contained in the APM (See Figure 17). (**Note:** Refer to Chapter 4 Project Sheets for planned projects addressing the turn lane needs.)

As shown in Table 9, turn lane criteria are met for a:

- Northbound right-turn lane at Court Street.
- Southbound right-turn lane at Pedrioli Drive.
- Southbound left-turn lane at Sunshine Cove Lane, Court Street, Hall Way and Kings Way.
- Consider southbound approach of US 101/McVay Lane (south) intersection.
- Consider northbound approach of US 101/Freeman Lane intersection.

(Note: A two (2) way center turn lane exists at these intersections for left-turning vehicles. Left-turn lanes are still needed because the operational characteristics of a left-turn lane are different than those of a two (2) way center turn lane. Although the criteria is not met at the McVay Lane and Freeman Lane locations, consideration should be given to left-turn lanes because of the high advancing and opposing volumes.)

Table 10**Turn Lane Analysis
Year 2012**

| Intersection | Northbound | | Southbound | |
|---------------------------------------|------------|------------|------------|------------|
| | Left Turn | Right Turn | Left Turn | Right Turn |
| Sunshine Cove Ln. | * | No | Yes | * |
| Court St. | * | Yes | Yes | * |
| Hall Way Kings Way | * | No | Yes | * |
| Pedrioli Dr. | * | No | Yes | * |
| Raymond Ln. | No | No | No | Yes |
| Pelican Bay Dr. | * | No | No | * |
| Museum Rd. (north) | * | No | No | * |
| Museum Rd. (south) | * | No | No | * |
| Camellia Dr. | * | No | No | * |
| McVay Ln. (north) | No | No | No | No |
| McVay Ln. (south) | * | No | No | * |
| Freeman Ln. | * | No | Consider | *No |
| Oceanview Dr. / Winchuck River Rd. | Consider | No | No | No |
| Itzen Dr. | N/A** | No | N/A | No |
| State Line Rd. | No | * | * | No |
| | N/A | No | N/A | No |

* These are three-legged intersections where not all turning movements are possible.
** Turn lane already exists.

Figure 17



CRASH HISTORY ANALYSIS (YEAR 2012)

Crash data for the five (5) year period between Years 2007 and 2011 was obtained from ODOT’s Crash Analysis and Reporting Unit for use in analyzing existing safety conditions (See Figure 18). The crash database comprises crash reports filed by drivers involved in crashes that result in death, bodily injury, or vehicle damage over \$1,500. **Detailed crash analysis was conducted for the following locations:**

- Intersections identified in the critical crash rate analysis.
- High-frequency crash locations within segments exceeding the statewide crash rate.
- Safety Priority Index System (SPIS) sites.

CRASH RATES (YEAR 2012)

To provide an indication of safety conditions along the corridor, crash rates are calculated as the number of crashes per million vehicle miles traveled (MVMT). The rates are compared to the statewide average crash rate for other principal arterials in rural areas. (**Note:** See Chapter 4 Project Sheets for planned projects to improve highway safety.)

SEGMENT CRASHES (YEAR 2012)

Over the five-year period, there are a total of 77 crashes along the corridor (See Figure 19). These are split almost evenly between fatal/injury-type crashes and property damage only (PDO) crashes. Turning and rear-end crashes accounted for roughly 35% each of the total number of collisions. There are no more than 10% of the crashes in any of the other categories. There are a total of five (5) pedestrian collisions occurring in the northern-end of the corridor. As shown in Table 10, US 101 segments from the Chetco River Bridge to Zimmerman Lane; from Zimmerman Lane to Hoffeldt Lane; from Hoffeldt Lane to Benham Lane; and from Raymond Lane to McVay Lane (North) exceed the Statewide Crash Rate Average of 0.69 MVMT.

Table 11

| Crash Analysis Year 2012 | | | | |
|-------------------------------------|-----------------|-----------------|--------------------|---------------------|
| From/To | Milepost | Crash Frequency | Crash Rate (MVMT)* | Statewide Avg. Rate |
| Chetco River Bridge – Zimmerman Ln. | 358.02 – 358.57 | 17 | 0.75 | 0.69 |
| Zimmerman Ln - Hoffeldt Ln. | 358.57 – 358.76 | 19 | 3.17 | 0.69 |
| Hoffeldt Ln – Benham Ln. | 358.76 – 359.32 | 18 | 1.34 | 0.69 |
| Benham Ln – Raymond Ln. | 359.32 – 359.94 | 3 | 0.27 | 0.69 |
| Raymond Ln – McVay Ln. (North) | 359.94 – 361.16 | 14 | 0.80 | 0.69 |
| McVay Ln (North) – OR/Calif. Border | 361.16 – 363.11 | 6 | 0.24 | 0.69 |

* Values in bold exceed statewide average crash rate.

Figure 18

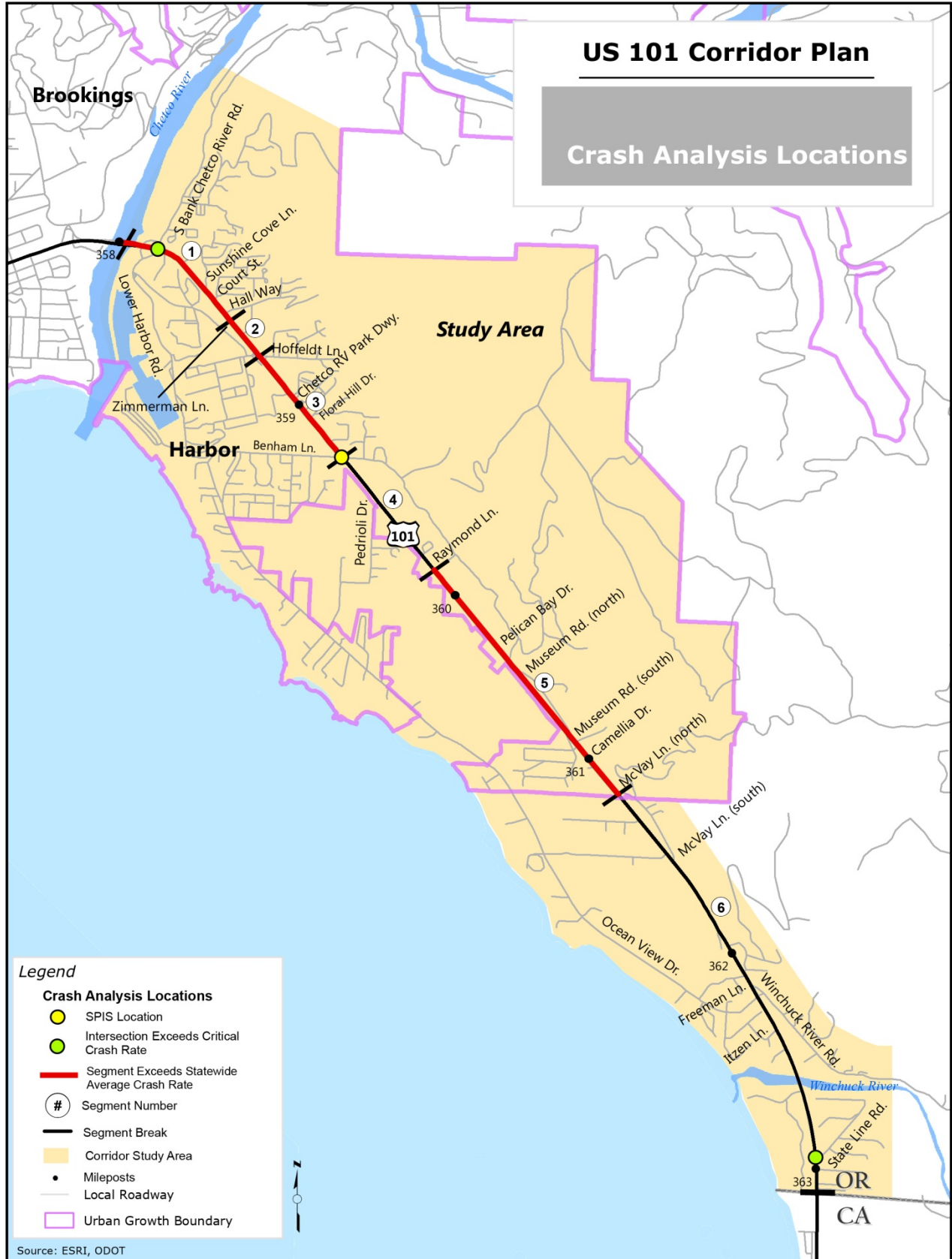
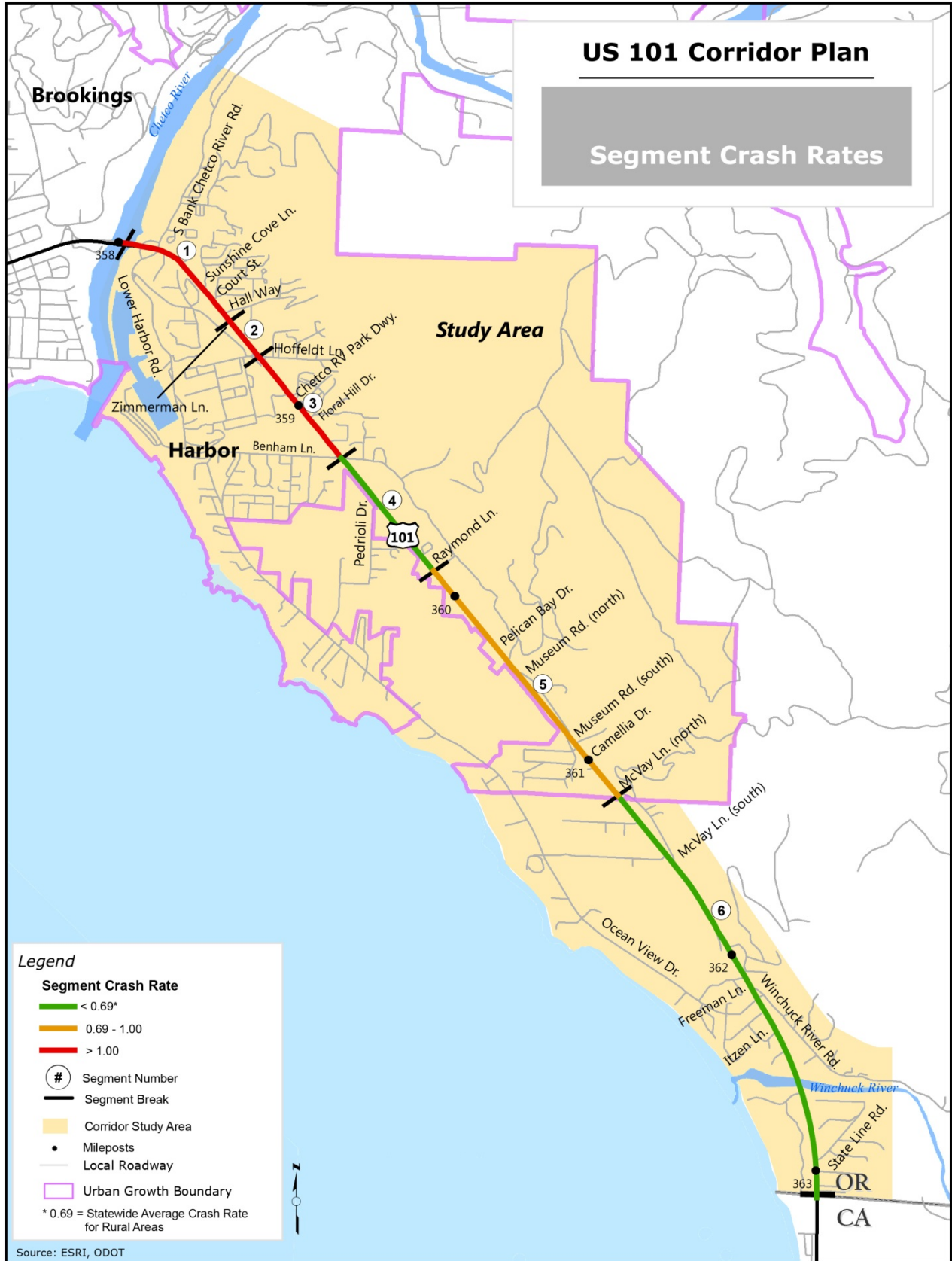


Figure 19



INTERSECTION CRASHES (YEAR 2012)

The critical crash rate described in the Highway Safety Manual (HSM) was used as a performance measure for screening the study intersections to determine where existing safety conditions need to be investigated. Traffic volumes are calculated in terms of Million Entering Vehicles (MEV) at each intersection. Using this method, the observed crash rate at each intersection is compared to a calculated critical crash rate that is unique to each intersection. As shown in Table 11, the intersections of US 101/Lower Harbor Drive/South Bank Chetco River Road, US 101/Benham Lane and US 101/State Line Road are identified for further review.

Table 12

| Intersection Crash Analysis Year 2012 | | | | |
|--|---------|-------|--------------|---------------------|
| Intersection | Crashes | MEV | Crashes/ MEV | Critical Crash Rate |
| Lower Harbor Dr./ S. Bank Chetco River Rd* | 5 | 43.72 | 0.11 | 0.10 |
| Sunshine Cove Ln | 0 | 33.26 | 0.00 | 0.11 |
| Court St | 1 | 34.26 | 0.03 | 0.11 |
| Hall Way | 1 | 33.26 | 0.03 | 0.11 |
| Zimmerman Ln | 9 | 35.26 | 0.26 | 0.58 |
| Hoffeldt Ln | 11 | 28.79 | 0.38 | 0.58 |
| Kings Way | 0 | 24.06 | 0.00 | 0.13 |
| Benham Ln | 12 | 24.14 | 0.50 | 0.58 |
| Pedrioli Dr. | 0 | 18.91 | 0.00 | 0.13 |
| Raymond Ln | 0 | 16.09 | 0.00 | 0.15 |
| Pelican Bay Dr. | 0 | 14.09 | 0.00 | 0.16 |
| Museum Rd (north) | 0 | 13.61 | 0.00 | 0.16 |
| Museum Rd (south) | 1 | 13.44 | 0.07 | 0.16 |
| Camellia Dr. | 1 | 13.44 | 0.07 | 0.16 |
| McVay Ln (north) | 1 | 12.79 | 0.08 | 0.16 |
| McVay Ln (south) | 0 | 12.79 | 0.00 | 0.16 |
| Freeman Ln | 0 | 12.79 | 0.00 | 0.16 |
| Ocean View Dr./Winchuck River Rd | 1 | 13.69 | 0.07 | 0.16 |
| Itzen Dr. | 0 | 12.06 | 0.00 | 0.17 |
| Stateline Rd | 2 | 11.98 | 0.17 | 0.17 |

* Identified for further review.

SPIS LOCATIONS (YEAR 2012)

ODOT maintains the SPIS for the identification and analysis of locations on the state highway system with potential safety needs. Between Years 2010 and 2012, there was one SPIS site (top 5%) located on US 101 between Sherwood Lane (M.P. 359.21) and Benham Lane (M.P. 359.32). (**Note:** SPIS locations are identified based on the three (3) previous year data and could change during the 20-year planning horizon).

In 2010, the segment between Robin Lane (M.P. 359.99) and the Stateline (M.P. 363.11) was also designated as a Safety Investment Program Category 3 segment. This designation is based on the criterion of three to five fatal or Injury A crashes occurring within the previous three years. There was also one top 10% SPIS location at the intersection of US 101/Benham Lane (M.P. 359.23 – M.P. 359.40). Eight (8) crashes occurred at this location, with two (2) fatalities in Year 2010.

The benefits of roadway lighting could be increased to reduce potential conflicts between traffic and pedestrians. The specific locations where lighting is needed are:

- Chetco River Bridge to Benham Lane Segment (both sides of highway).
- US 101/Zimmerman Lane Intersection.
- US 101/Hoffeldt Lane Intersection.
- US 101/Benham Lane intersection.
- US 101/State Line Road Intersection.

GEOMETRICS (YEAR 2012)

Geometric needs are identified for roadway segments and intersections by comparing existing geometric features to roadway standards. The standards contained in ODOT's Highway Design Manual (HDM) for the rural principal arterial – other classification are used for the comparison. The segment features analyzed are lane width and left and right shoulder widths. The intersection features included intersection angle and the approach width, approach grade, and intersection sight distance on the minor road approaches.

Segment Geometrics (Year 2012)

According to the standards for Resurfacing, Restoration, Rehabilitation (3R) rural roadway projects, the minimum travel lane width for US 101 should be 11 feet and the minimum shoulder width should be 4 feet. Existing lane widths vary between 12 feet and 20 feet, and shoulder widths vary from 5 to 15 feet. As shown in Table 12, all of the lane and shoulder widths meet the standards.

Table 13

**Lane and Shoulder Widths
Year 2012**

| From/To | Milepost | Lane Width (ft.) | Left Shoulder Width (ft.) | Right Shoulder Width (ft.) |
|------------------------------------|-----------------|------------------|---------------------------|----------------------------|
| Standard | | 11 | 4 | 4 |
| Chetco River Bridge - Zimmerman Ln | 358.02 – 358.57 | 12 | 10 | 9 |
| Zimmerman Ln - Hoffeldt Ln | 358.57 – 358.76 | 12 | 10 | 9 |
| Hoffeldt Ln – Benham Ln | 358.76 – 359.32 | 12 | 10 | 9 – 10 |
| Benham Ln – Raymond Ln | 359.32 – 359.94 | 12 | 5 – 10 | 6 – 11 |
| Raymond Ln – McVay Ln (north) | 359.94 – 361.16 | 12 | 11 | 11 |
| McVay Ln (north) – OR/CA Border | 361.16 – 363.11 | 12 - 20 | 8 – 13 | 5 – 15 |

Intersection Geometrics

At the US 101/Hoffeldt Lane and US 101/Benham Lane intersections, the pork chop islands are difficult to see. Also, the scale of the islands is reduced by the pedestrian cut-through. The visibility could possibly be improved by repainting.

As shown in Table 13, substandard geometrics exist at the intersections of US 101/Hoffeldt Lane (M.P. 357.98) and US 101/Benham Lane (M.P. 359.32) due to a roughly 45-degree skew angle at both locations.

Barriers exist at two (2) of the intersections to limit traffic movements. At the US 101/Lower Harbor Drive/South Bank Chetco River Road intersection, a median traffic separator restricts through movements on Lower Harbor Drive/South Bank Chetco River Road. A concrete barrier at the north intersection of US 101/McVay Lane (north) prohibits left-turns out of McVay Lane, so that the only permitted movement is right-turns onto northbound US 101.

Table 14

| Intersection Geometrics Year 2012 | | | | |
|--|----------------------|----------------------------|---------------------------------------|---|
| Intersection | Approach Width (ft.) | Approach Grade Sufficient? | Intersection Angle \geq 60 Degrees? | Intersection Sight Distance Sufficient? |
| Standard | 22 | \leq 3% | \geq 60 Degrees | 500 ft. (45 mph) 610 ft. (55 mph) |
| Lower Harbor Dr/S Bank Chetco River Rd | 28/25* | No/Yes* | No/Yes* | Yes |
| Sunshine Cove Ln | 43 | Yes | No | Yes |
| Court St | 60 | Yes | No | Yes |
| Hall Way | 24 | No | Yes | Yes |
| Zimmerman Ln** | -- | Yes | Yes | -- |
| Hoffeldt Ln** | -- | Yes | No | -- |
| Chetco RV Park Dwy | 30 | Yes | Yes | Yes |
| Floral Hill Dr | 35 | Yes | Yes | Yes |
| Benham Ln** | -- | Yes | No | -- |
| Pedrioli Dr | 40 | Yes | Yes | Yes |
| Raymond Ln | 18 | Yes | Yes | Yes |
| Pelican Bay Dr | 28 | Yes | Yes | Yes |
| Museum Rd (North) | 67 | Yes | No | Yes |
| Museum Rd (South) | 48 | Yes | No | Yes |
| Camellia Dr | 52/22 | Yes | Yes | Yes |
| McVay Ln (North) | 60 | Yes | No | Yes |
| McVay Ln (south) | 50 | Yes | Yes | Yes |
| Freeman Ln | 50/ 20 | Yes | Yes | Yes |
| Oceanview Dr/Winchuck River Rd | 42/47 | Yes | No | Yes |
| Itzen Dr | 26 | Yes | Yes | Yes |
| Stateline Rd | 76/32 | Yes | Yes | No |

* Westbound/eastbound.
 ** Approach width and intersection sight distance standards are not applicable for signalized intersections.

3. FUTURE BASELINE CONDITIONS (YEAR 2037)

The analysis of future baseline conditions (Year 2037) examines long-term highway operational and safety concerns. The Year 2037 traffic forecast estimates future traffic volumes for the portion of US 101 within the modeling area, bounded by the Chetco River Bridge and McVay Lane (north). To the south of the modeling area, future volumes are estimated using the historical traffic growth data from ODOT's future volume tables.

3.1. TRAFFIC FORECAST (YEAR 2037)

The Year 2037 traffic forecasts are developed based on a combination of historical traffic growth trend data and output from the Brookings travel demand forecasting model, developed and maintained by ODOT's Transportation Planning and Analysis Unit (TPAU). The forecast traffic volumes reflect two assumptions:

1. The Harbor Hills development includes a 700-acre master planned community to the east of US 101 above Harbor. It is bounded roughly by the area designated as Master Plan Area (MPA) in the Curry County zoning map.
2. The decrease in traffic growth between Years 2008 and 2012 is reflected by extrapolating the Year 2027 model volumes by only two (2) years rather than five (5) years to estimate the Year 2037 volumes. This was necessary because the decrease was not represented in the Year 2027 model forecast.

(Note: The reduction of the Year 2037 volumes using this method was recommended by ODOT TPAU staff.)

FUTURE TRAFFIC VOLUMES (YEAR 2037)

The Year 2037 Annual Average Daily Trips (AADT) volumes are expected to transition from greater than 25,000 vehicles per day (vpd) on the north-end of the corridor to less than 15,000 vpd on the south end (See Figure 20). For the southern portion of the corridor outside of the modeling area, an annual growth rate of 1.2% are calculated based on the Years 2009 and 2012 traffic volumes at the Automatic Traffic Recorder (ATR) near Winchuck River Rd. (M.P. 362.00). The volumes to the south of Benham Lane are expected to be less than 2,000 vpd.

Figure 20



FUTURE TRAFFIC NEEDS (YEAR 2037)

Future traffic needs are analyzed in the areas of mobility, traffic operations, safety, and geometrics. Future mobility needs are identified by comparing volume-to-capacity (v/c) ratio estimates for roadway segments and intersections to the appropriate v/c ratio standards. The future year analysis is conducted for the No-Build scenario, which is defined as the existing transportation system, plus any programmed transportation improvements.

Segment Mobility (Year 2037)

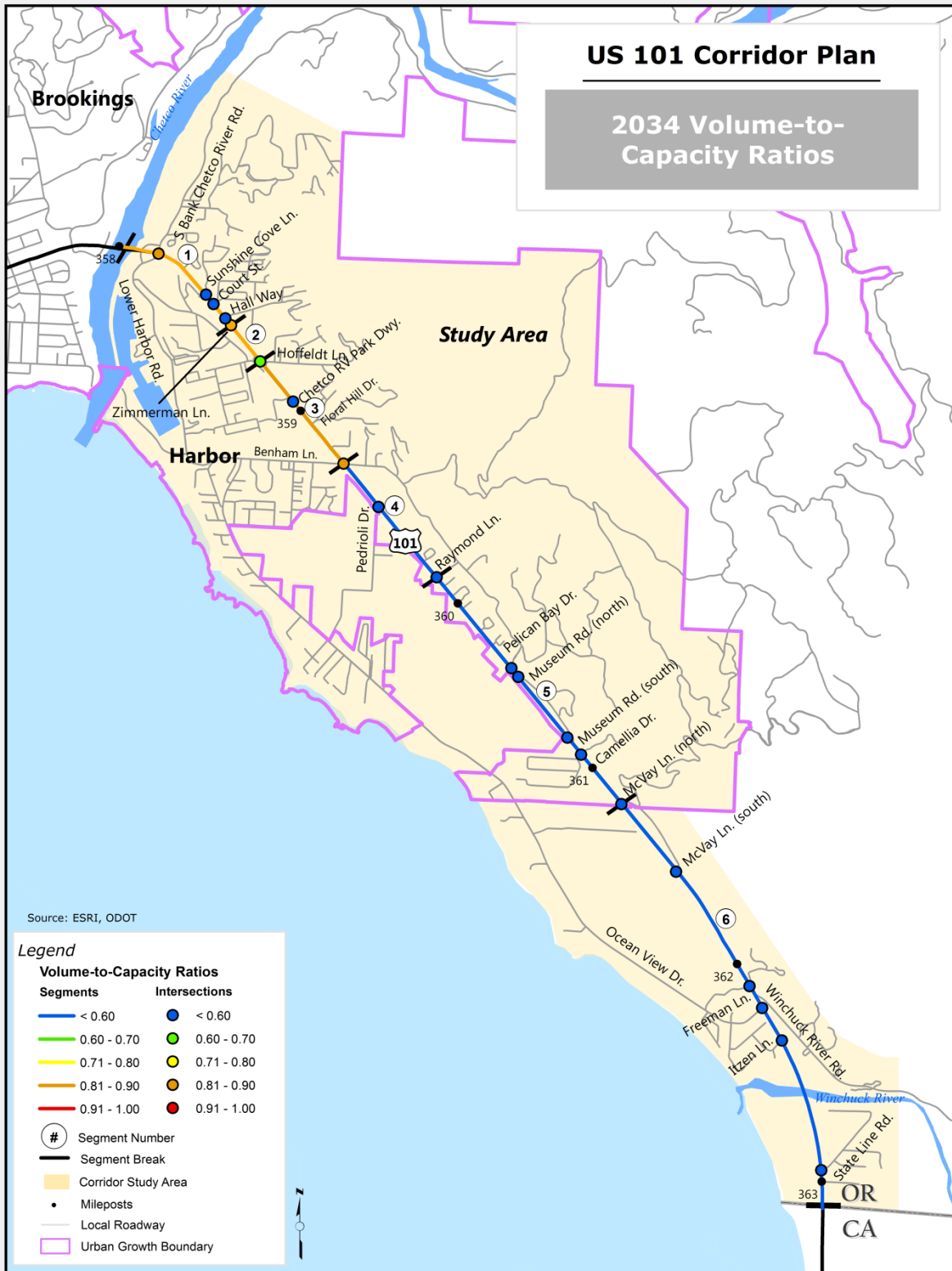
As shown in Table 14, the US 101 segments between the Hoffeldt Lane and the Benham Lane intersection exceeds the OHP mobility performance target of 0.85, with v/c ratios of 0.84 or 0.89. The US 101 segments south of the Benham Lane intersection to the Oregon/California border have low v/c ratios and operate well within the OHP mobility targets (See Figure 21).

Table 15

Mobility Summary – Roadway Segments Year 2037

| From/To | Mobility Target (V/C Ratio) | V/C Ratio |
|------------------------------------|--------------------------------|-----------|
| Chetco River Bridge - Zimmerman Ln | 0.85 | 0.84 |
| Zimmerman Ln - Hoffeldt Ln | 0.85 | 0.84 |
| Hoffeldt Ln – Benham Ln | 0.85 | 0.89 |
| Benham Ln – Raymond Ln | 0.80 | 0.22 |
| Raymond Ln – McVay Ln (north) | 0.80 | 0.18 |
| McVay Ln (north) – OR/CA Border | 0.70 | 0.34 |

Figure 21



INTERSECTION MOBILITY (YEAR 2037)

As shown in Table 15, in Year 2037 the signalized intersection at US 101/Benham Lane is expected to be above the OHP mobility target of 0.85 v/c. The US 101/Benham Lane intersection is not expected to meet the LOS C performance target. The signalized intersection at W. Benham Lane/US 101/E. Benham Lane is not expected to meet the both the OHP mobility target of 0.85 v/c or the LOS C performance target.

Additionally, there are several locations with traffic queues that are expected to exceed the available storage on US 101 or minor road approaches. These locations include the following:

1. Southbound right turn from South Bank Chetco River Road onto US 101.
2. Westbound approach to Court Street.
3. Eastbound left turn from Zimmerman onto northbound US 101.
4. Southbound left and right turn from US 101 to Benham Lane.
5. Northbound left turn from US 101 to Benham Lane.

Table 16

Mobility Summary – Intersections Year 2037

| Intersection | Mobility Standard | US 101 | | Minor Road | |
|--|-------------------|-----------|-----|------------|-----|
| | | V/C Ratio | LOS | V/C Ratio | LOS |
| Lower Harbor Dr./US 101/S Bank Chetco River Rd | 0.85 | _* | - | 0.90 | F |
| US 101/Sunshine Cove Ln | 0.85 | 0.08 | B | 0.14 | C |
| US 101/Court St | 0.85 | 0.09 | B | 0.34 | D |
| US 101/Hall Way | 0.85 | 0.04 | B | 0.12 | C |
| US 101/Zimmerman Ln | 0.85 | 0.84 | C | _** | - |
| US 101/Hoffeldt Ln | 0.85 | 0.70 | B | _** | - |
| US 101/Chetco RV Park Dwy. | 0.85 | 0.02 | B | 0.06 | C |
| US 101/Benham Ln | 0.85 | 0.89 | D | _** | - |
| US 101/Pedrioli Dr. | 0.80 | 0.01 | A | 0.37 | E |
| US 101/Raymond Ln | 0.80 | 0.12 | A | 0.28 | C |
| US 101/Pelican Bay Dr. | 0.80 | 0.11 | A | 0.30 | C |
| US 101/Museum Rd (North) | 0.80 | 0.01 | A | 0.01 | B |
| US 101/Museum Rd (South) | 0.80 | 0.01 | A | 0.03 | C |
| US 101/Camellia Dr. | 0.80 | 0.02 | A | 0.20 | C |
| US 101/McVay Ln (North) | 0.80 | 0.02 | A | 0.07 | B |
| US 101/McVay Ln (South) | 0.70 | 0.01 | A | 0.03 | C |
| US 101/Freeman Ln | 0.70 | 0.01 | A | 0.02 | C |

| | | | | | |
|---|------|------|---|------|---|
| US 101/Ocean View Dr.-Winchuck River Rd | 0.70 | 0.04 | A | 0.14 | C |
| US 101/Itzen Dr. | 0.70 | -* | - | 0.02 | C |
| US 101/State Line Rd | 0.70 | 0.01 | A | 0.10 | C |

* Unsignalized intersection with no left-turn movement available on US 101 approaches.

** For signalized intersections, the V/C ratio and LOS are reported for the entire intersection.

(Note: The OHP mobility targets for signalized and unsignalized intersections use the v/c ratios in OHP Table 6. The mobility target for minor approaches to unsignalized intersections located inside the City of Brookings UGB and within the Unincorporated Community of Brookings Harbor is the District/Local Interest Road mobility target of 0.90 v/c. The mobility target for minor approaches to unsignalized intersections located outside the Brookings UGB and within rural lands uses the District/Local Interest Road mobility target of 0.75 v/c (OHP Action 1F.1))

PRELIMINARY TRAFFIC SIGNAL WARRANTS (YEAR 2037)

Preliminary traffic signal warrant analysis are conducted for all unsignalized intersections following the procedures in the APM and MUTCD. The results of the analysis indicated that none of the unsignalized intersections are expected to meet the traffic signal warrant requirements. This is consistent with the results of the intersection capacity analysis, which showed that all of the unsignalized intersections are not expected to exceed the OHP mobility targets.

3.2. FUTURE TRAFFIC OPERATIONS (YEAR 2037)

Traffic operations needs are analyzed for unsignalized intersections where left-turn lanes or right-turn lanes may be needed (See Figure 22). Turn lane needs are determined using Criterion 1 – Vehicular Volume contained in ODOT’s APM.

1. Left-turn lanes may be needed to reduce the possibility of rear-end collisions or improve traffic flow by preventing left-turning vehicles from blocking the flow of through traffic.
2. Right-turn lanes may be needed to reduce the delay of through vehicles behind right-turning traffic and to ease right-turns for drivers from the higher-speed through traffic stream.

TURN LANE CRITERIA (YEAR 2037)

As shown in Table 16, the turn lanes needs are consistent with the existing conditions turn lane needs. The only difference is that the southbound left turn at McVay Lane (South) and the northbound left turn at Freeman Lane are expected to meet turn lane warrants in the future.

Table 17

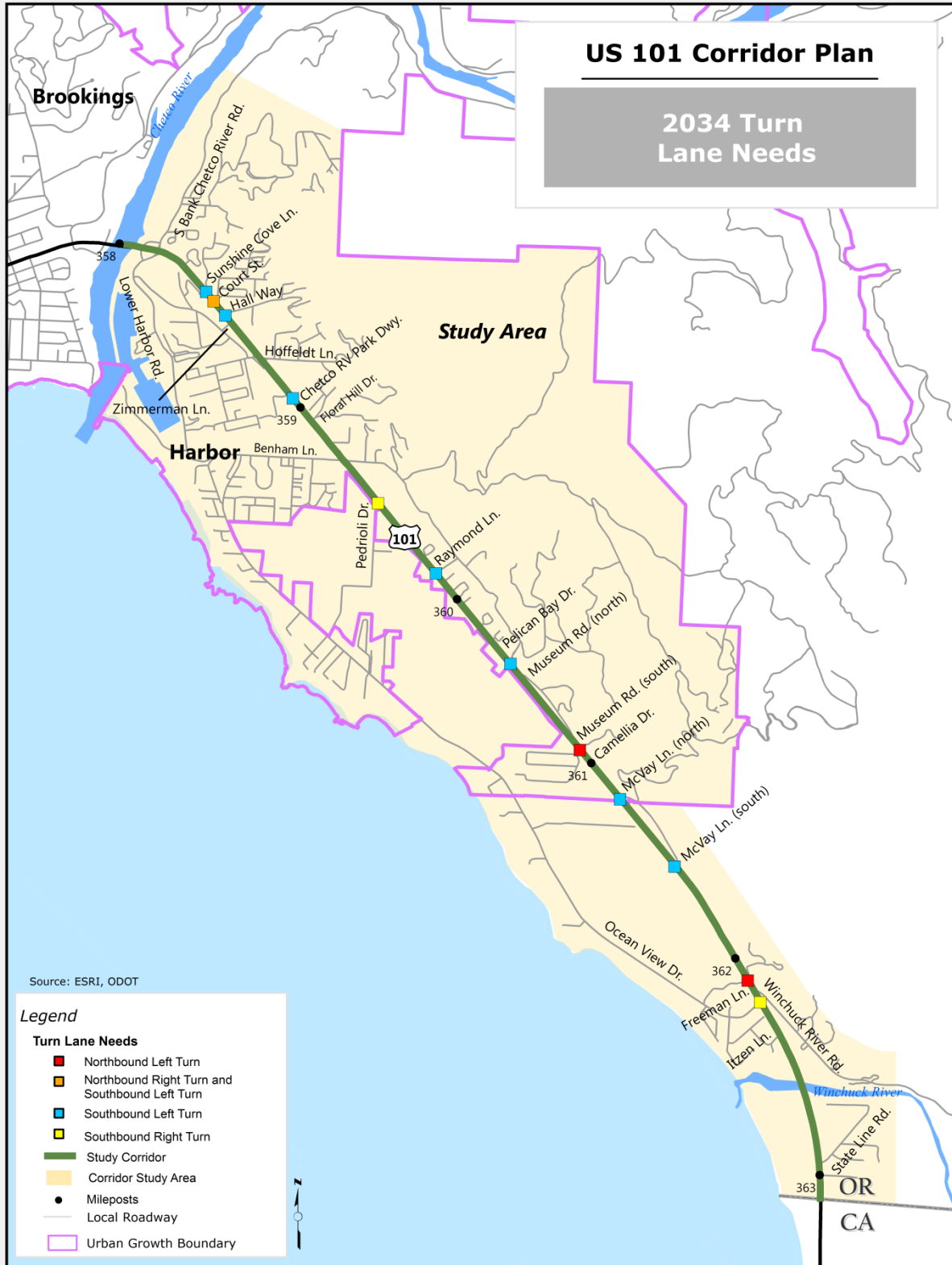
**Turn Lane Needs
Year 2037**

| Intersection | Northbound | | Southbound | |
|---------------------------------------|------------|------------|------------|------------|
| | Left Turn | Right Turn | Left Turn | Right Turn |
| Sunshine Cove Ln. | * | No | Yes | * |
| Court St. | * | Yes | Yes | * |
| Hall Way | * | No | Yes | * |
| King Way | * | No | Yes | * |
| Pedrioli Dr. | No | No | No | Yes |
| Raymond Ln. | * | No | No | * |
| Pelican Bay Dr. | * | No | No | * |
| Museum Rd. (North) | * | No | No | * |
| Museum Rd. (South) | * | No | No | * |
| Camellia Dr. | No | No | No | No |
| McVay Ln. (North) | * | No | No | * |
| McVay Ln. (South) | * | No | Consider | *No |
| Freeman Ln. | Consider | No | No | No |
| Oceanview Dr. / Winchuck River Rd. | N/A** | No | N/A | No |
| Itzen Dr. | No | * | * | No |
| Stateline Rd. | N/A | No | N/A | No |

* These are three-legged intersections where not all turning movements are possible.

** Turn lane already exists.

Figure 22



3.1 FUTURE SAFETY NEEDS (YEAR 2037)

The HSM contains Crash Modification Factors (CMFs) which can be used to estimate future crash rates. The CMFs are used to adjust estimates of average crash frequency for the effects of specific geometric design and traffic control features for local sites. Some of the CMFs are based on traffic volume.

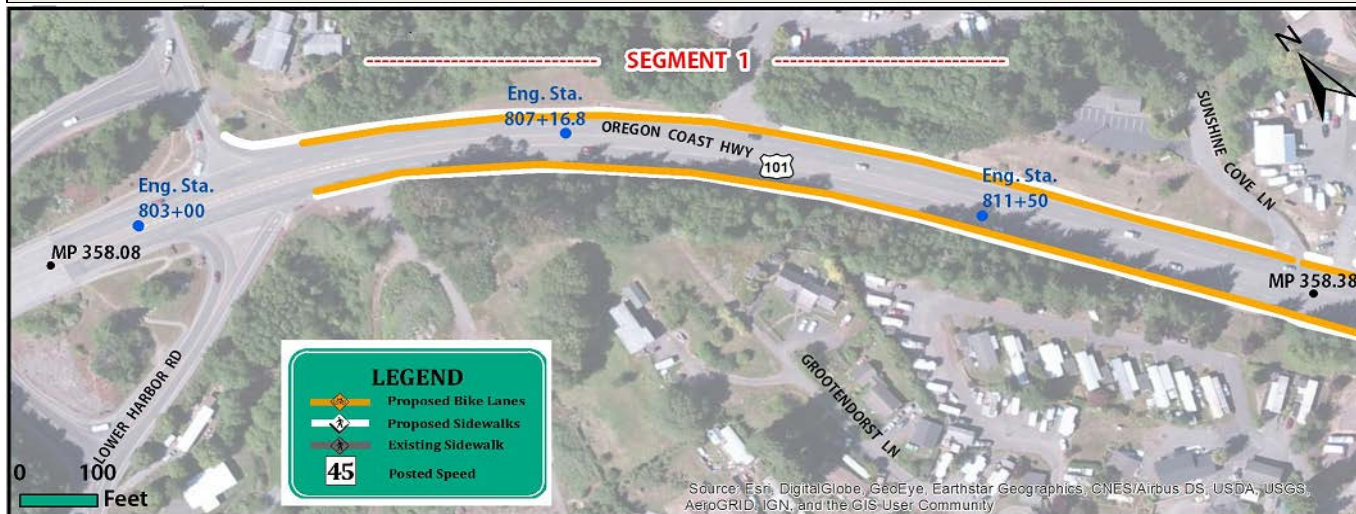
Roadway Segments - the volume-based CMFs for which data is available is the lane width CMF and shoulder width CMF. The CMF values for both of these geometric features do not vary above the 2,000 vpd level. Because the existing and future volumes for all segments are above this level, there is no difference between the base year and future year composite CMFs.

4. PROJECT SHEETS

Thirteen (13) project sheets have been prepared for each corridor plan improvement identifying:

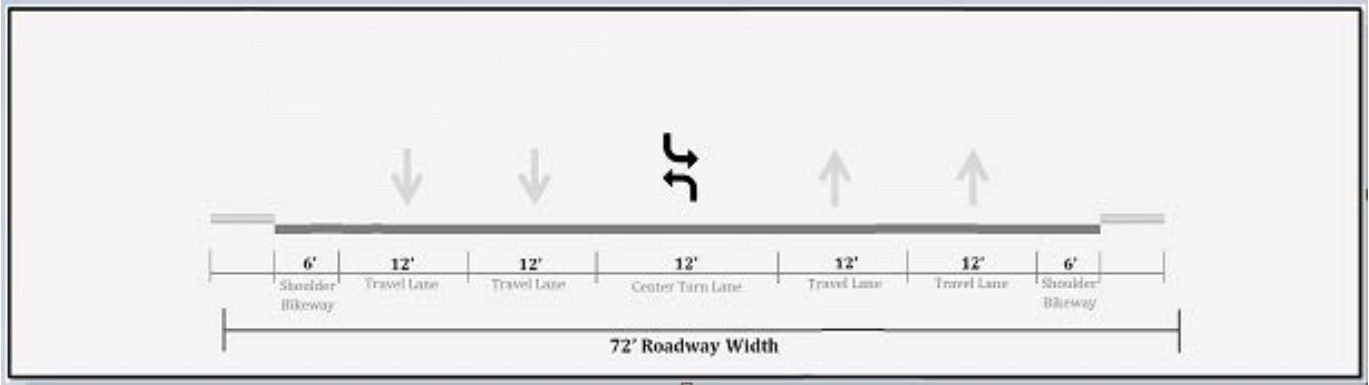
- Name
- Location
- Recommended Improvement
- Project Purpose
- Result of Improvements (i.e., how it addresses deficiencies)
- Considerations/Potential Impacts
- Cost Estimate – Does not include:
 - PE – Cost to design the project;
 - Inflation – Cost to build the project in a future year;
 - CE – Cost to oversee construction of the project;
 - R/W – Cost to acquire right of way; and
 - Utilities – Cost to install utilities.
- Implementation (priority, phasing, triggers)
- Illustration

PROJECT 1: US 101 - CHETCO RIVER BRIDGE TO SUNSHINE COVE LANE - BROOKINGS HARBOR (TRANSITION & DESIGN CONSTRAINT SEGMENT)

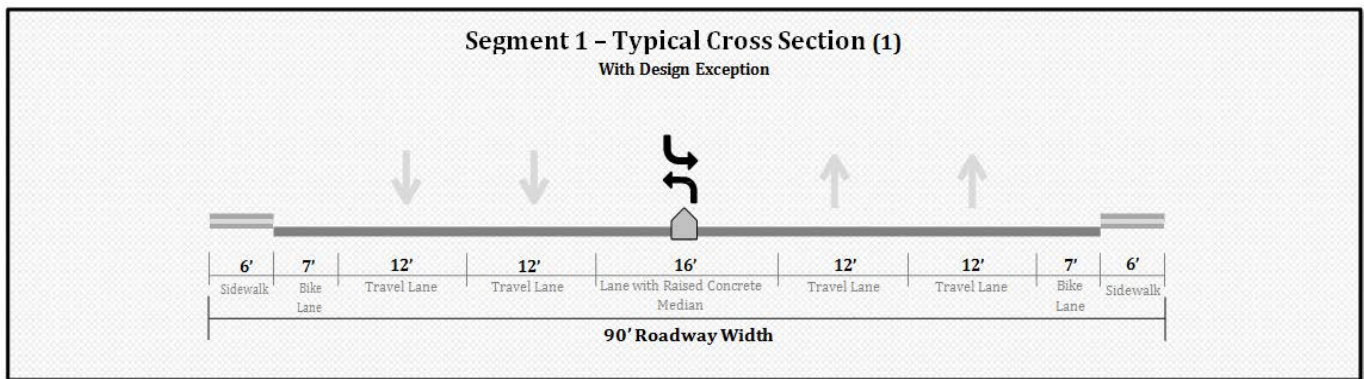


| | |
|--|---|
| Purpose | Provide connectivity of bicycle facilities to support all transportation modes and make the highway safer. |
| Description | Add 7' wide bike lanes between the Chetco River Bridge and Sunshine Cove Lane. |
| Mile Point | 358.08 to 358.38 |
| Roadway Characteristics | <ul style="list-style-type: none"> US 101 is 4-lanes on the Chetco River Bridge and transitions to 5-lanes just south of the Lower Harbor Road/US 101/South Bank Chetco River Road intersection. US 101 speed is 45 MPH. US 101 transition segment has an existing raised concrete barrier between the Chetco River Bridge and just south of the Lower Harbor Road/US 101/South Bank Chetco River Road intersection. US 101 design constraint segment has steep slopes on both sides of the highway between the end of the raised concrete median and end of the guardrail just south of the Seabird RV Park road approach. |
| Proposed Improvement Addresses Deficiencies | <ul style="list-style-type: none"> Installing stripes and markings for designated 7' wide bike lanes provides connectivity by filling the gaps within the existing bicycle network. Sidewalks were added along the segment in Year 2015 and 2016. |
| Additional Considerations | <ul style="list-style-type: none"> Upgrade ramps to ADA-compliant ramps. A design exception is required for a 16' wide center lane within the design constraint segment. Remove existing on-street parking within designated bike lanes. Coordinate Project 1 with Project 7. |
| Cost Option | \$20,000 |
| Implementation | Medium Term (5 to 10 years) |

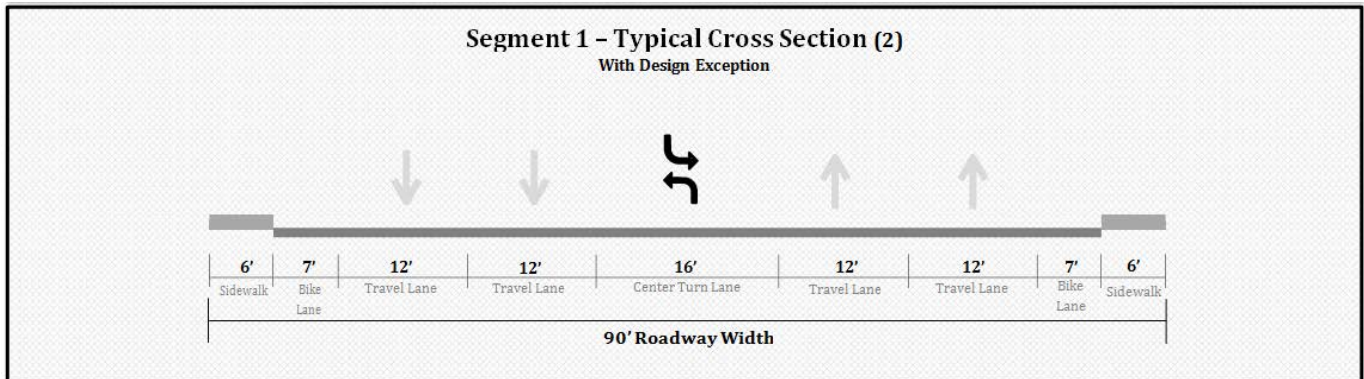
Segment 1 - Existing Cross Section



Segment 1- Proposed Cross Section - Raised Median Option



Segment 1- Proposed Cross Section - No Raised Median Option

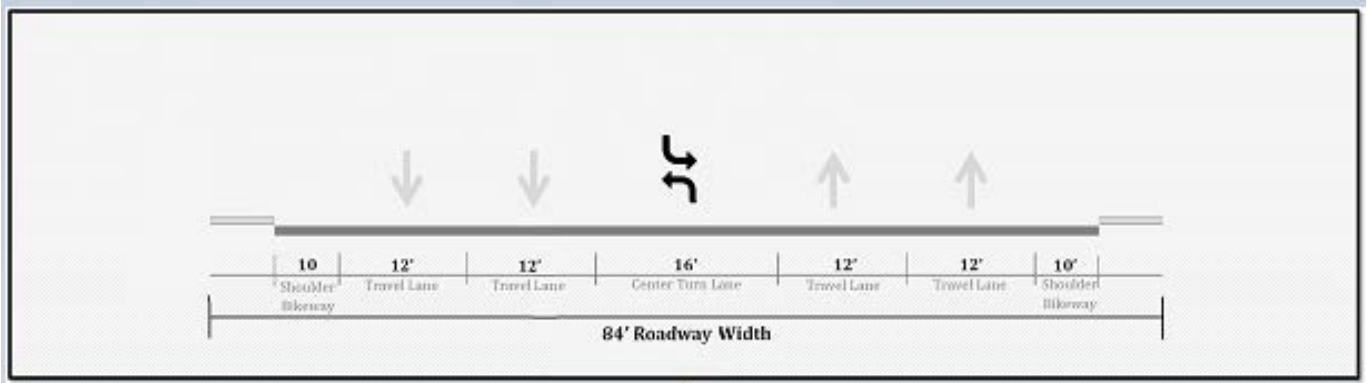


**PROJECT 2: US 101 - SUNSHINE COVE LANE TO BENHAM LANE (BROOKINGS-HARBOR)
BIKE LANE AND SIDEWALK IMPROVEMENTS**

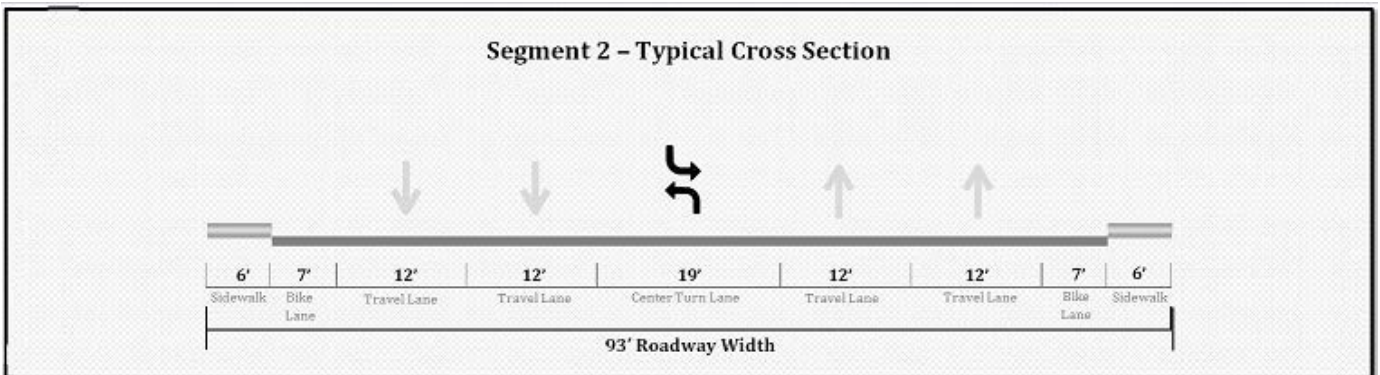


| | |
|--|--|
| Purpose | Provide connectivity of bicycle and pedestrian facilities to support all transportation modes and make the highway safer. |
| Description | Add 6' wide sidewalks and add 7' wide bike lanes to improve bike and pedestrian connectivity between Sunshine Cove Lane and Benham Lane. |
| Mile Point | 358.38 to 359.32 |
| Roadway Characteristics | <ul style="list-style-type: none"> • US 101 is 5-lanes within the Brookings-Harbor area. • US 101 speed is 45 MPH. • Roadway widths range from 92' to 124' along this segment. |
| Proposed Improvement Addresses Deficiencies | <ul style="list-style-type: none"> • Installing 6' wide sidewalks with ADA-compliant ramps provides connectivity by filling in sidewalk gaps within the existing pedestrian network. • Installing stripes and markings for designated 7' wide bike lanes and ADA-complaint curb ramps provides connectivity by filling in bike lane gaps within in the existing bicycle network. |
| Additional Considerations | <ul style="list-style-type: none"> • Access management should be considered to modify, consolidate, close and/or relocate existing accesses as part of delivery of a project. • Landscape buffers can be provided through an IGA between ODOT and City/County for landscape maintenance. • Street lighting must comply with ODOT lighting policy and be provided through an IGA between ODOT and City/County. • Remove existing vehicular parking within designated bike lanes. • Coordinate Project 2 with Projects 8, 9 and 10. |
| Cost Option | \$385,000 for sidewalk and driveway improvements (excludes lighting and/or landscape maintenance) |
| Implementation | Medium Term (5 to 10 years) |

Segment 2 - Existing Cross Section



Segment 2 - Proposed Cross Section

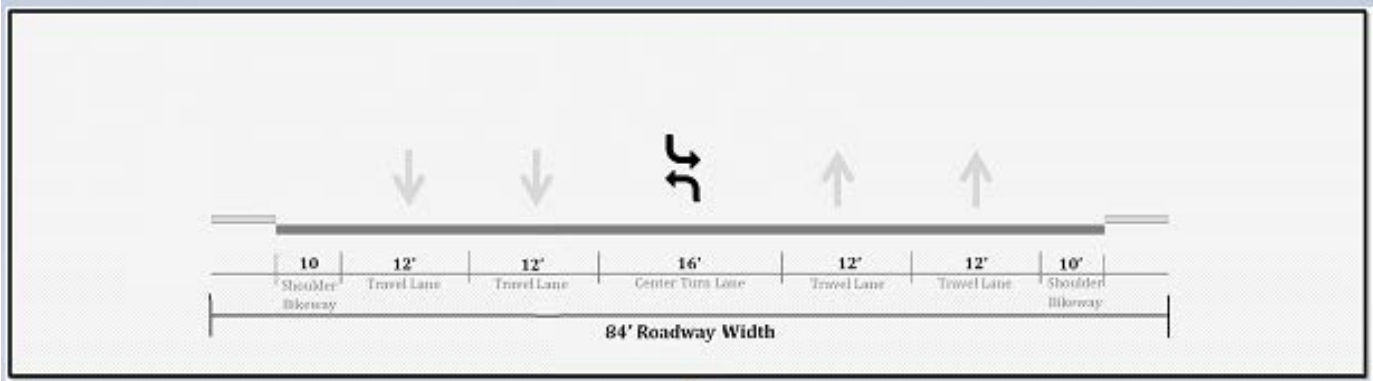


**PROJECT 3: US 101 - BENHAM LANE TO NORTH MCVAY LANE (BROOKINGS UGB)
CENTER TURN LANE AND SHOULDER IMPROVEMENTS**

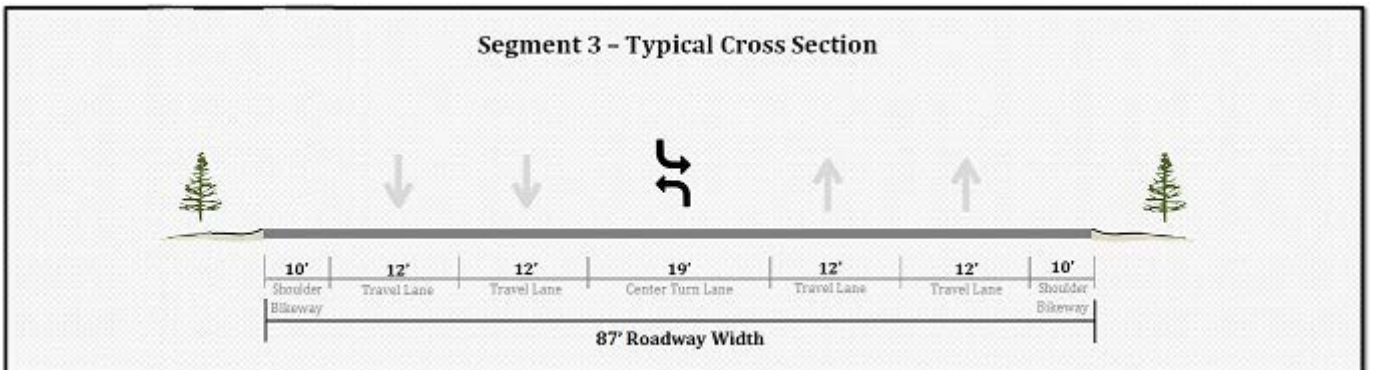


| | |
|--|--|
| Purpose | Provide safe and accessible travel options for bicyclists, pedestrians, and vehicles to make the highway safer. |
| Description | Add a 19' wide center lane between Raymond Lane and McVay Lane (North); and Upgrade and rebuild deficient shoulders to 10' wide paved shoulder bikeway between Benham Lane and McVay Lane (North). |
| Mile Point | 359.32 to 361.16 |
| Roadway Characteristics | <ul style="list-style-type: none"> • US 101 is 5-lanes with paved shoulders. • US 101 speed is 55 MPH. • Roadway widths range from 74' to 85' along this segment. |
| Proposed Improvement Addresses Deficiencies | <ul style="list-style-type: none"> • Installing a 19' wide center lane between Raymond Lane and McVay Lane (North) provides greater separation between the opposing traffic flows than the existing 16' center turn lane with 4-foot wide painted median. • Upgrading and rebuilding deficient shoulders to 10' wide paved shoulder bikeway provides adequate separation for pedestrian and bicycle facilities from travel lanes within a high speed rural area. |
| Additional Considerations | <ul style="list-style-type: none"> • Consider restriping US 101 to two (2) southbound lanes and one (1) northbound lane with a center lane as an interim fix; or • Consider restriping US 101 to five (5) lanes with shoulder rebuilds as an interim fix. • Access management should be considered to modify, consolidate, close and/or relocate existing accesses as part of delivery of a project. • Driver feedback signs could be placed in the northbound direction to reduce speeds and improve safety. • Coordinate Project 3 with Projects 10 and 11. |
| Cost Option | \$3,800,000 |
| Implementation | Long Term (10 to 20 years) |

Segment 3 - Existing Cross Section



Segment 3 - Proposed Cross Section

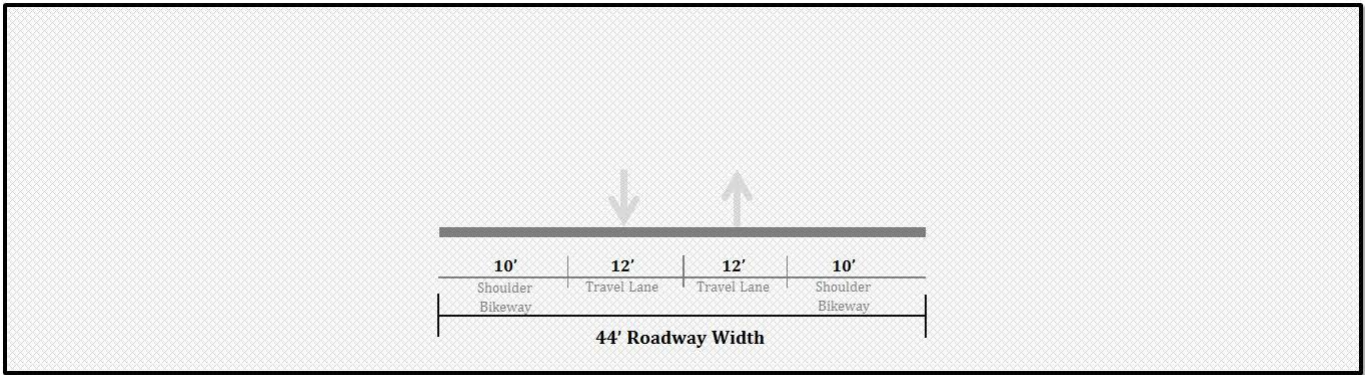


**PROJECT 4: US 101 – NORTH MCVAY LANE TO APPLE HILL RV PARK (RURAL)
CENTER TURN LANE AND SHOULDER IMPROVEMENTS**

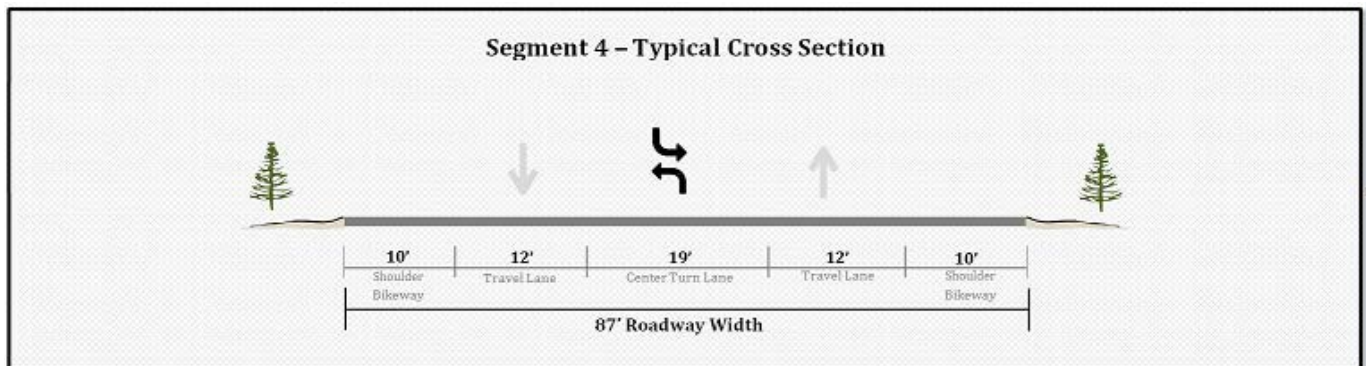


| | |
|--|--|
| Purpose | Provide safe and accessible transportation facilities for vehicular, bicycle and pedestrian travel modes within a transition area to make the highway safer. |
| Description | Add a 19' wide center lane; upgrade and rebuild deficient shoulders to 10' wide paved shoulder bikeway; and add lane reduction pavement arrows to facilitate a transition area from 4-lanes to 2-lanes between McVay Lane (North) and the Apple Hill RV Park. |
| Mile Point | 361.16 to 361.58 |
| Roadway Characteristics | <ul style="list-style-type: none"> • US 101 transitions from 4-lanes to 2-lanes within this segment. • Southbound US 101 is 4-lanes, approximately 1,000 feet north of McVay Lane (North) intersection. • Southbound US 101 is 2-lanes at the Apple RV Park, just south of McVay Lane (South) intersection. • US 101 speed is 55 MPH. • Roadway widths range from 45' to 54' along this segment. |
| Proposed Improvement Addresses Deficiencies | <ul style="list-style-type: none"> • Installing a 19' wide center lane provides greater separation from opposing traffic travel lane and provides a refuge for vehicles turning onto McVay Lane (South). • Upgrading and rebuilding deficient shoulders to 10' wide paved shoulder bikeway provides adequate separation for pedestrian and bicycle facilities from travel lanes within a high speed rural area. • Installing lane reduction pavement arrows before left lane end signs warn drivers of narrowing roadway. |
| Additional Considerations | Evaluate effects on weigh station operations, and identify appropriate tapers for the transition area. |
| Cost Option | \$1,500,000 |
| Implementation | Long Term (15 to 20 years) |

Segment 4 - Existing Cross Section



Segment 4 - Proposed Cross Section

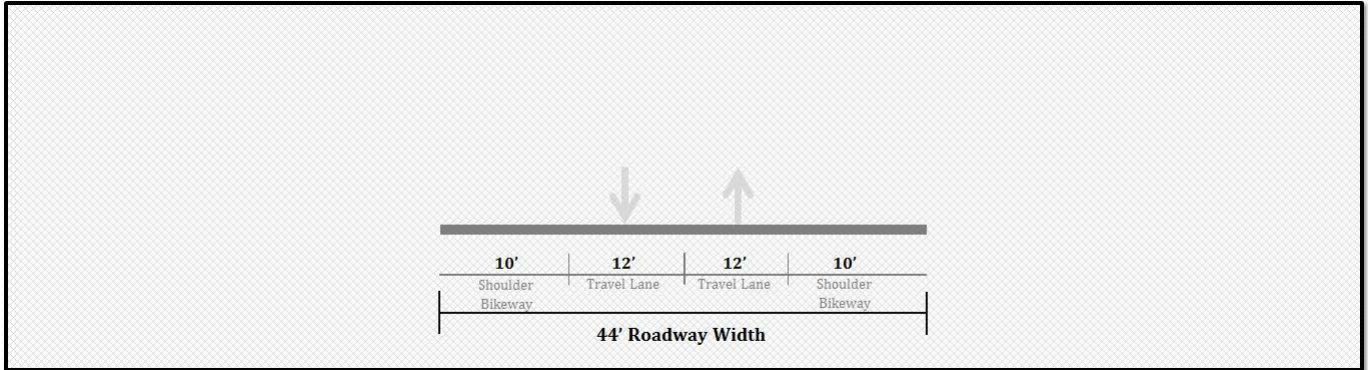


**PROJECT 5: US 101 - APPLE HILL RV PARK TO STATELINE ROAD (RURAL)
NO IMPROVEMENTS**



| | |
|--|---|
| Purpose | Provide safe and accessible bicycle and pedestrian facilities within a high speed rural area to make the highway safer. |
| Description | Maintain the existing 2-lane rural cross section with 12' wide travel lanes and 10' wide paved shoulder bikeway between the Apple Hill RV Park and Stateline Road. |
| Mile Point | 361.58 to 362.95 |
| Roadway Characteristics | <ul style="list-style-type: none"> • US 101 is 2-lanes with paved shoulders. • US 101 speed is 55 MPH • Roadway widths range from 45' to 64' along this segment. |
| Proposed Improvement Addresses Deficiencies | <ul style="list-style-type: none"> • Maintain safe and accessible bicycle and pedestrian facilities within a high speed rural area. |
| Additional Considerations | <ul style="list-style-type: none"> • Need to address the bicycle and pedestrian facilities on the Winchuck Bridge. The existing bridge surface does not have 10' wide paved shoulders bikeways. • Future bridge work will need to match the corridor plan's 2-lane rural cross section for this segment. • Coordinate Project 5 with Project 12. |
| Cost Option | \$2,800,000 |
| Implementation | Long Term (10 to 20 years) |

Segment 5 - Existing Cross Section

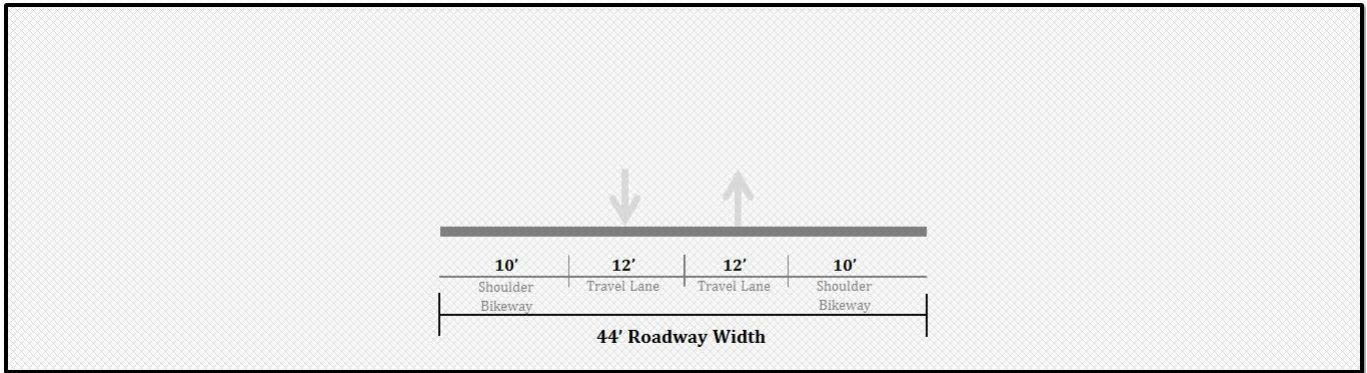


PROJECT 6: US 101 - STATELINE ROAD TO OREGON-CALIFORNIA BORDER – RURAL CENTER TURN LANE AND SHOULDER IMPROVEMENTS

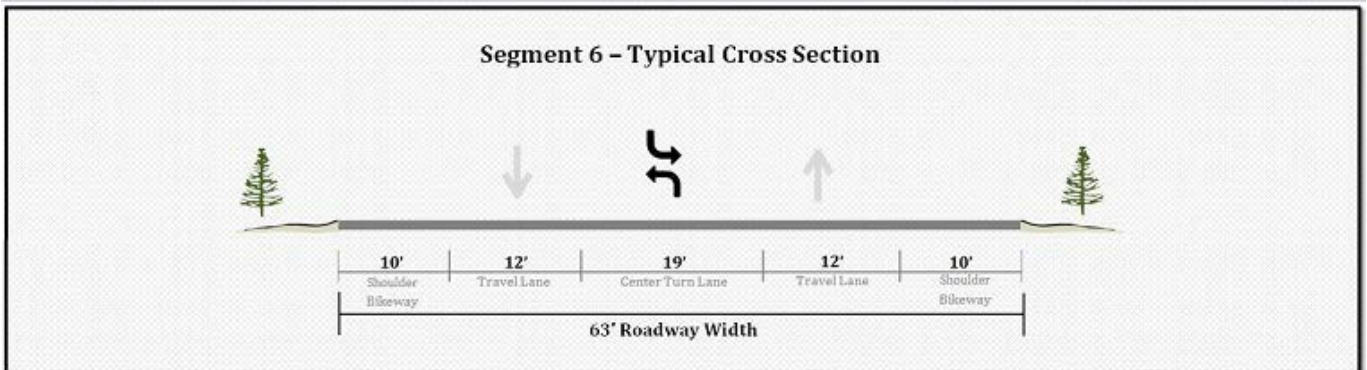


| | |
|--|--|
| Purpose | Provide safe and accessible transportation facilities for vehicular, bicycle and pedestrian travel modes within a highway speed rural area to make the highway safer. |
| Description | Add a 19' wide center lane; and upgrade and rebuild deficient shoulders to 10' wide paved shoulder bikeway between Stateline Road and the Oregon/California border. |
| Mile Point | 362.95 to 363.11 |
| Roadway Characteristics | <ul style="list-style-type: none"> • US 101 is 2-Lanes with paved shoulders. • US 101 speed is 55 MPH. • Roadway width ranges from 52' to 61' along this segment. |
| Proposed Improvement Addresses Deficiencies | <ul style="list-style-type: none"> • Installing 19' wide center lane provides greater separation from opposing traffic travel lane. Matches future 3-lane cross section for US 101 in California. • Upgrading and rebuilding deficient shoulders to 10' wide paved shoulder bikeway provides adequate separation of pedestrian and bicycle facilities from travel lanes in high speed rural areas. |
| Additional Considerations | <ul style="list-style-type: none"> • Access management improvements for the Del Cur Supply store. • Sight distance restriction caused by guardrail limits vehicles on the Crissey Field State Park access road to see approaching traffic on northbound US 101. • Coordinate Project 6 with Project 13 and Caltrans. |
| Cost Option | \$650,000 |
| Implementation | Long Term (10 to 20 years) |

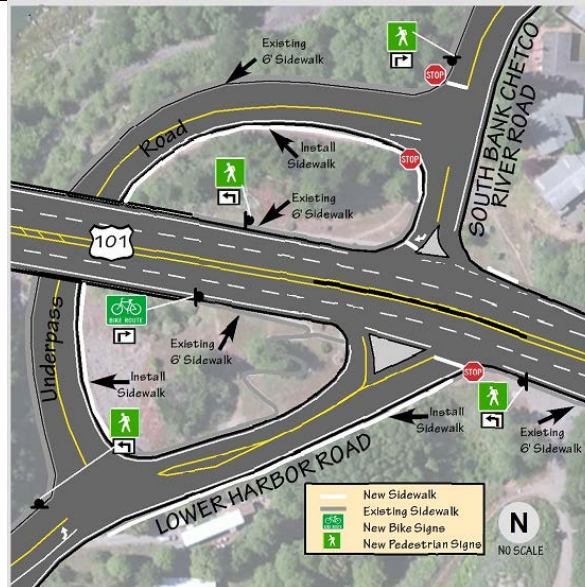
Segment 6 - Existing Cross Section



Segment 6 - Proposed Cross Section

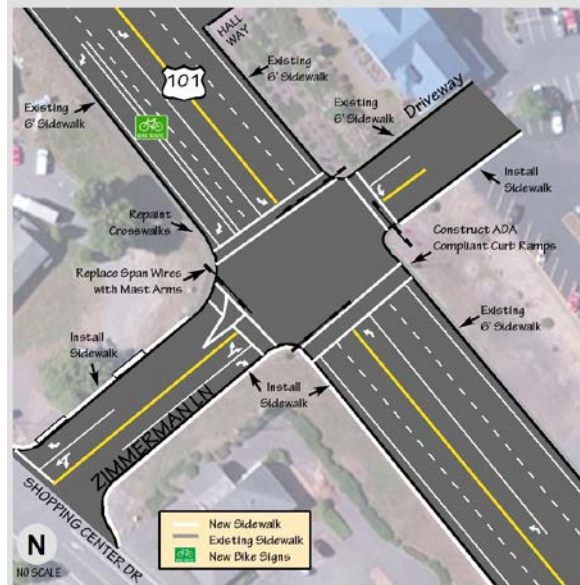


**PROJECT 7: LOWER HARBOR RD/US 101/S. BANK CHETCO RIVER RD INTERSECTION
SIDEWALK IMPROVEMENTS**



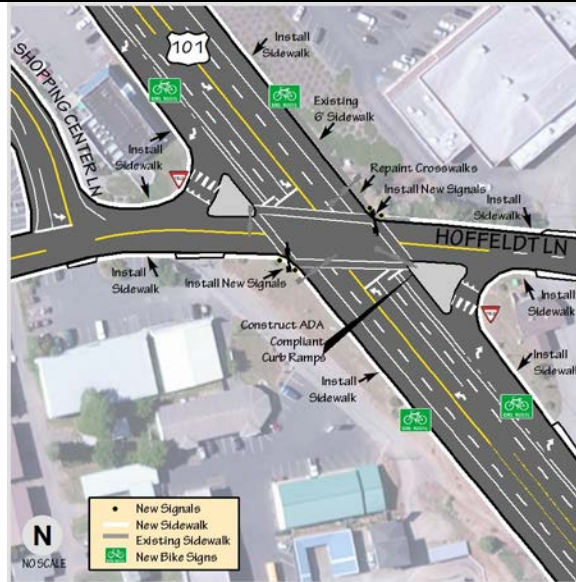
| | |
|--|---|
| Purpose | Provide safe and accessible bicycle and pedestrian facilities crossing US 101 to make the highway safer. |
| Description | <ul style="list-style-type: none"> Add 6' wide sidewalks on the southside of Underpass Road and Lower Harbor Road to provide connectivity to existing sidewalks on US 101. |
| Mile Point | 358.14 |
| Proposed Improvement Addresses Deficiencies | <ul style="list-style-type: none"> Installing 6' wide sidewalks on the southside of Underpass Road and Lower Harbor Road to fill in sidewalk gaps and connect to existing sidewalks on US 101. |
| Additional Considerations | <ul style="list-style-type: none"> There are two (2) driveways near this intersection. One driveway is just south of the Lower Harbor Road intersection, and the other is at Seabird RV Park. Landscape buffers can be provided through an IGA between ODOT and City/County for landscape maintenance. Street lighting must comply with ODOT lighting policy and be provided through an IGA between ODOT and City/County. Coordinate Project 7 with Project 1. |
| Cost Option | \$25,000 |
| Implementation | Long Term (10 to 20 years) |

**PROJECT 8: US 101/ZIMMERMAN LANE INTERSECTION
TURN LANE, BIKE LANE AND SIDEWALK IMPROVEMENTS**



| | |
|--|---|
| Purpose | Provide safe and accessible transportation facilities for vehicular, bicycle and pedestrian travel modes. |
| Description | <ul style="list-style-type: none"> • Install southbound right turn lane on US 101. • Install additional sidewalk on Zimmerman Lane and US 101. • Install ADA-compliant curb ramps on all intersection approaches and pedestrian facilities. • Continue US 101 bike lanes through the intersection |
| Mile Point | 358.57 |
| Proposed Improvement Addresses Deficiencies | <ul style="list-style-type: none"> • Right turn vehicles use existing shoulder on US 101 to turn onto Zimmerman Lane. |
| Additional Considerations | <ul style="list-style-type: none"> • Consider installing LED signal heads, placing reflective tape around the border of the signal back-plates and replacing signal head span wires with mast arms. • Consider signal modification to advance pedestrian interval, and installing a left turn lane on Zimmerman Lane with protected phasing to protect pedestrians crossing the intersection. • Consider shortening the NB left turn lane and extending the center turn lane at the north entrance to the South Coast Center to reduce turning conflicts and improve safety. • Consider making the north entrance to the South Coast Center a Right In/Right Out to reduce turning conflicts and improve safety. • Landscape buffers can be provided through an IGA between ODOT and City/County for landscape maintenance. Street lighting must comply with ODOT lighting policy and be provided through an IGA between ODOT and City/County. • Coordinate Project 8 with Project 2. |
| Cost Option | \$650,000 |
| Implementation | Short Term (1-5 years) |

**PROJECT 9: US 101/HOFFELDT LANE INTERSECTION
SIGNAL, BIKE LANE AND SIDEWALK IMPROVEMENTS**



| | |
|--|--|
| Purpose | Offer safe and accessible travel options for bicyclists, vehicles and pedestrians near intersection. |
| Description | <ul style="list-style-type: none"> • Make improvements to Hoffeldt Lane to signal drivers of upcoming intersection including a new signal on mast arms with heads closer to the stop bar • Install new sidewalk south of the intersection on both sides of US 101. • Install ADA-compliant curb ramps on all approaches to the intersection. • Continue US 101 bike lanes through the intersection. • Update right turn channelization to current design standard and ADA standard. |
| Mile Point | 358.76 |
| Proposed Improvement Addresses Deficiencies | Improve entrances to intersection to help drivers identify crossings sooner. |
| Additional Considerations | <ul style="list-style-type: none"> • Consider installing LED signal heads and placing reflective tape around the border of the signal back-plates. • Landscape buffers can be provided through an IGA between ODOT and City/County for landscape maintenance. Street lighting must comply with ODOT lighting policy and be provided through an IGA between ODOT and City/County. • Coordinate Project 9 with Project 2. |
| Cost Option | \$750,000 |
| Implementation | Medium Term (5-10 years) |

**PROJECT 10: W. BENHAM LANE/US 101/E. BENHAM LANE INTERSECTION
SIGNAL, TURN LANE, BIKE LANE AND SIDEWALK IMPROVEMENTS**



| | |
|--|--|
| Purpose | Provide safe and accessible transportation facilities for vehicular, bicycle and pedestrian travel modes. |
| Description | <ul style="list-style-type: none"> • Make improvements to Benham Lane to signal drivers of upcoming intersection including a new signal on mast arms with heads closer to the stop bar. • Install new sidewalk on US 101 and Benham Lane. • Install ADA-compliant ramps on all approaches to the intersection. • Install southbound right-turn lane on US 101 at intersection. • Update right turn channelization to current design standard and ADA standard. • Continue US 101 bike lanes through the intersection. |
| Mile Point | 359.32 |
| Proposed Improvement Addresses Deficiencies | <ul style="list-style-type: none"> • Helps driver identify “pork chop” islands on NW and SW corners of intersection. • The skew angle problem would be partially addressed with the installation of a new signal closer to the stop bar. • The southbound right-turn lane at the intersection improves mobility. • Sidewalks and bike lanes improve bicycle and pedestrian accessibility. • Landscape buffers can be provided through an IGA between ODOT and City/County for landscape maintenance. Street lighting must comply with ODOT lighting policy and be provided through an IGA between ODOT and City/County. |
| Additional Considerations | <ul style="list-style-type: none"> • Coordinate Project 10 with Project 3. • Coordinate Project 10 with Development Review mitigation. |
| Cost Option | \$700,000 |
| Implementation | Long Term (10 to 20 years) |

**PROJECT 11: US 101/PEDRIOLI DRIVE INTERSECTION
ACCESS AND TURN LANE IMPROVEMENTS**



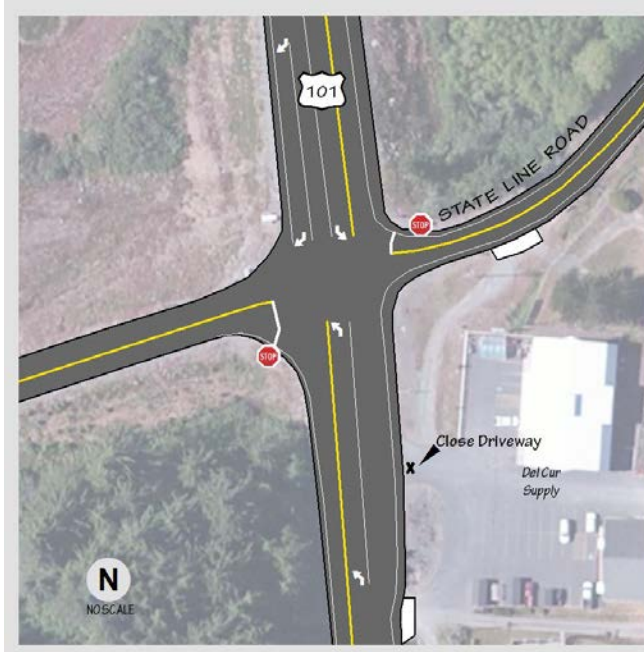
| | |
|--|--|
| Purpose | Provide safe and accessible transportation operations. |
| Description | <ul style="list-style-type: none"> • Relocate the north driveway on the eastside of US 101 further north to serve future commercial development. • Install a southbound right turn lane to improve traffic operations and safety. |
| Mile Point | 359.57 |
| Proposed Improvement Addresses Deficiencies | <ul style="list-style-type: none"> • Relocating the north access improves traffic safety to better serve future commercial development on the property. • The turn lane provides storage for vehicles turning right onto Pedrioli Drive. |
| Additional Considerations | <ul style="list-style-type: none"> • Access management considerations to close, consolidate and/or relocate existing driveways within the turn lane design standard. • Coordinate Project 11 with Project 3. |
| Cost Option | \$235,000 |
| Implementation | Long Term (10 to 20 years) |

PROJECT 12: OCEANVIEW DR./US 101/WINCHUCK RIVER RD. INTERSECTION ACCESS IMPROVEMENTS



| | |
|--|---|
| Purpose | Provide safe and accessible transportation facilities. |
| Description | Close the northbound leg of Winchuck River Road. |
| Mile Point | 362.22 |
| Proposed Improvement Addresses Deficiencies | <ul style="list-style-type: none"> • Close the northbound leg of the US 101/Winchuck River Road intersection because all traffic movements to/from Winchuck River Road can be served via the Oceanview Drive/Winchuck River Road intersection. • Existing right turns from Winchuck River Road onto US 101 would be routed through the Oceanview Drive/Winchuck River Road intersection, improving traffic operations and the safety of right-turn movements. |
| Additional Considerations | <ul style="list-style-type: none"> • Coordinate Project 12 with Project 5. |
| Cost Option | \$25,000 |
| Implementation | Long Term (15 to 20 years) |

**PROJECT 13: US 101/STATELINE ROAD INTERSECTION
ACCESS AND GUARDRAIL IMPROVEMENTS**



| | |
|--|---|
| Purpose | Provide safe and accessible transportation facilities for vehicular and bicycle travel modes. |
| Description | <ul style="list-style-type: none"> • Make the north access on the Del-Cur Supply property Right In/Right Out and improve site access to Stateline Road. • Relocate guardrail on the southwest corner of intersection further away from the highway. |
| Mile Point | 362.95 |
| Proposed Improvement Addresses Deficiencies | <ul style="list-style-type: none"> • Restricting the driveway closest to the intersection to Right In/Right Out reduces turning conflicts and improves safety at the intersection. • Relocating the guardrail improves sight distance for vehicles on Crissey Field State Park access road to see approaching traffic on northbound US 101. |
| Additional Considerations | <ul style="list-style-type: none"> • Consider turning impacts at northbound left turn lane and 2nd driveway to Del Cur Supply • Coordinate Project 13 with Project 6. |
| Cost Option | \$250,000 |
| Implementation | Short Term (1 to 5 years) |

5. ACCESS MANAGEMENT

The US 101 Access Management Strategy governs ODOT’s decisions of all future road approaches connecting to US 101 from the Chetco River Bridge (MP 358.02) to the Oregon/California border (MP 363.11). The standards applicable to the US 101 Corridor Plan are based on roadway OHP standards, statewide highway classification, Oregon Administrative Rule (OAR) 734-051 and long-range estimates of traffic demand. The Access Management Strategy represents actions that may be triggered as land use changes occur (new development or redevelopment), as future highway improvements are implemented, or as highway safety and operational issues arise.

5.1 ACCESS MANAGEMENT STANDARDS

The standards applicable to the US 101 corridor from the Chetco River Bridge to the Oregon/California Border are summarized in Table 17. Ideally, a highway improvement project includes provisions by which access can be made fully compliant with the access spacing standards. In many instances, access needed for existing development will not allow these standards to be met. When the requirements and standards cannot be met, progress toward meeting the applicable access standards must be demonstrated or a deviation must be justified and approved by the ODOT Region Access Management Engineer.

Table 18

Minimum Access Spacing Standards for US 101¹

| Mile points | Segment Description | Posted Speed | Minimum Spacing ¹ |
|---|--|------------------|------------------------------|
| Within Brookings UGB (Urban and Urbanizable Lands) | | | |
| MP 358.02 to 361.16 | Chetco River Bridge to McVay Lane (North) | 45 mph 55 mph | 800 ft. 1,320 ft. |
| Outside Brookings UGB (Rural Lands)² | | | |
| MP 361.16 to 363.11 | McVay Lane (North) to Oregon/California Border | 55 mph | 1,320 ft. |

Notes:

1. Future modifications of the adopted access standards will require OTC’s amendment of the US 101 Corridor Plan
2. Standards in the OHP are less restrictive inside urban boundaries than in rural area

(Note: The OHP addresses access management with the most recent revisions adopted in June 2014. More detailed requirements, action definitions, and the access management standards for state highways are specified in OAR 734-051 (Division 51): Highway Approaches, Access Control, Spacing Standards, and Medians etc.)

5.2 ACCESS MANAGEMENT KEY PRINCIPLES AND METHODOLOGY

ODOT Facility Plans are required to develop and approve Key Principles and a Methodology for making access related decisions during the planning process. Requirement include notifying adjoining real property owners, and where possible, business owners or lessees of potential access changes, how they can participate in the planning process and opportunities to challenge the Key Principles and Methodology approved during development of the plan.

On November 1, 2017, ODOT Region 3 sent a notification letter to inform all properties abutting US 101 within the study area of the upcoming US 101 Corridor Plan and listing the Key Principles and Methodology that will be used to make access decisions during the planning project, and information regarding an abutting property owner's right to challenge the Key Principles and Methodology through a collaborative discussion or dispute resolution board. On November 21, 2016, we approved the Key Principles and Methodology for use in the US 101 Corridor Plan.

On December 1, 2016, ODOT Region 3 sent notification letters to affected properties abutting US 101 within the study area upon determining that certain road approaches will need to be modified or closed, indicating that the plan is calling for a change to their current access configuration, and notify the property owner that they may challenge the Key Principles and Methodology that were used in making the decision through a collaborative process or dispute resolution board. Affected property owners were also invited to discuss proposed projects with ODOT staff and attend a Public Open House on December 14, 2016. (**Note:** The Key Principles and Methodology may be challenged up to the date that the plan is adopted.)

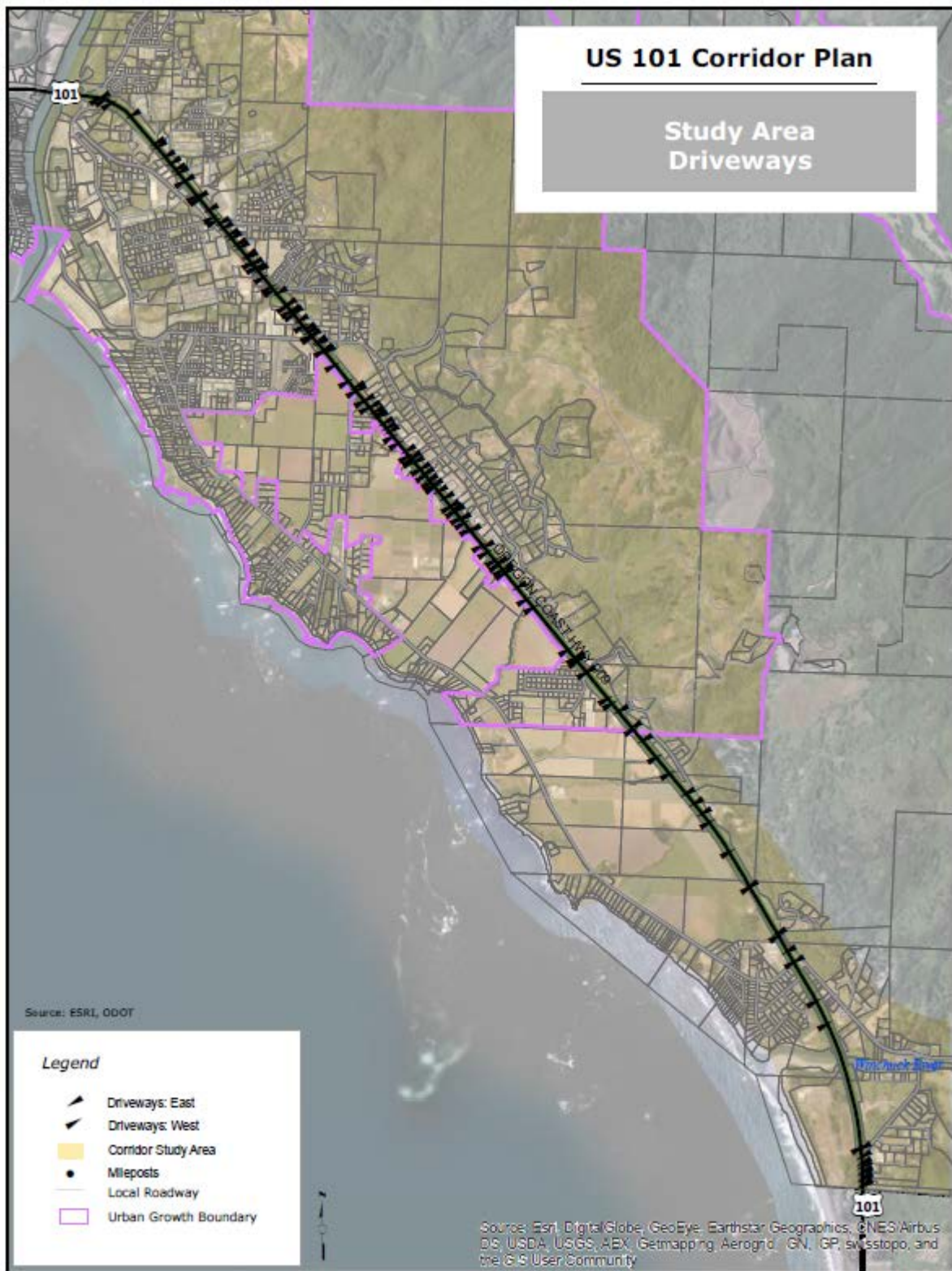
5.3 ACCESS DENSITY (YEAR 2012)

As shown in Table 18, the existing access spacing exceeds the ODOT standard along the entire corridor, with the highest densities (driveways per mile) in the area to the north of the weigh station at M.P. 360.48 (See Figure 23).

Table 19

| Access Density Year 2012 | | | | | | | | |
|-------------------------------------|----------------------------|--------|----------------|-----------|---------|-----------|---------|---------------------|
| Segment | | ADDT | Speed Limit | West Side | | East Side | | Met ODOT Std. |
| Beginning | Ending | | | Dwys. | Density | Dwys. | Density | |
| Chetco River Bridge MP 358.02 | Hoffeldt Ln. MP 358.73 | 15,850 | 45 | 8 | 14 | 11 | 18 | 5 |
| Hoffeldt Ln. MP 358.73 | Benham Ln. MP 359.32 | 14,200 | 45 | 9 | 18 | 16 | 32 | 5 |
| Benham Ln. MP 359.32 | Weigh Station MP 361.20 | 10,800 | 45/55 | 26 | 32 | 22 | 28 | 4 |
| Weigh Station MP 361.20 | Stateline MP 363.11 | 10,200 | 55 | 21 | 17 | 8 | 6 | 4 |

Figure 23



5.4 ACCESS MANAGEMENT ACTIONS

The goal of Access Management is to improve the safety for the travelling public, including vehicles, pedestrians, and bicyclists. Balance access with the economic development of the adjoining parcels while ensuring travel on the highway occurs in a safe and efficient manner is our priority.

(Note: Access management techniques shall be applied with the intent of moving in the direction of improving the spacing between driveways.)

DEVELOPMENT REVIEW ACTIONS

ODOT's Development Review Program works with local governments, landowners, and developers through the local land use process by leveraging conditions of approval to mitigate development impacts on state highway facilities. Access management techniques applied to the roadways and adjacent land use characteristics could be implemented through this program. Access management actions could include:

1. Possible consolidate, modify and/or close driveways when properties develop or redevelop and when reasonable access can be provided with a single access point or via a local street.
2. Install left-turn and right-turn lanes when properties develop or redevelop and are expected to generate traffic volumes sufficient to meet the ODOT turn lane guidelines for installation.
3. Possible consolidate or relocated driveways when properties develop or redevelop and when not always able to meet the spacing standard, the goal is to move in the direction of improving the spacing between driveways.
4. Ensure the relocated, reconstructed or consolidated driveways are adequate to serve the existing use(s) on the associated properties.

HIGHWAY IMPROVEMENTS ACTIONS

ODOT's Project Delivery Program shall work with local governments, landowners and business owners to consolidate/close driveways in an effort to move towards achieving applicable access management standards. Access management triggers could include:

1. Consolidate and/or close driveways when the 3-lane improvements are constructed on US 101.
2. Install right-turn deceleration lanes when the 3-lane improvements are constructed at US 101 intersections.
3. Consolidate and/or close driveways when the left-turn and right-turn lanes are constructed at US 101 intersections.

(Note: This access management strategy does not address acquiring access control along US 101. ODOT should consider purchasing access control from properties abutting US 101 when widening US 101 at intersections and/or installing turn lanes at intersections so that driveways do not conflict with turn lane queues and movements. Access control research will need to be completed along with the actual delivery of a highway project.)

SAFETY/OPERATIONAL ACTIONS

ODOT's Safety/Operations Program could work with local governments, landowners and business owners to consolidate/close/modify driveways in an effort to move towards achieving applicable access management standards. Access management triggers could include:

1. Consolidate and/or close driveways when the annual crash rate is twenty (20) percent greater than the statewide rate for similar roadways or a section has an ODOT SPIS rating in the top ten (10) percent.
2. Install left-turn and right-turn deceleration lanes at high-volume intersections and driveways.
3. Install left-turn and right-turn deceleration lanes when the annual crash rate is twenty (20) percent greater than the statewide rate for similar roadways or a section has an ODOT SPIS rating in the top ten (10) percent.

SOUTH COAST CENTER ACCESS

The two (2) South Coast Center driveways are located 300 and 600 feet north of Hoffeldt Lane on the east-side of US 101. There have been nine (9) crashes over the past five (5) years in this vicinity. Six (6) of these occurred at the driveways in the northbound direction, two (2) are pedestrian collisions (one fatal), and the remaining crash was a rear-end crash that may or may not have been related to the driveways.

The safety needs analysis determined the crashes at the driveways could be related, in part, to the proximity of driveways to the US 101/Hoffeldt Lane intersection. Northbound drivers on US 101 may not anticipate vehicles turning into the shopping center immediately north of the intersection and drivers at the driveways may have difficulty judging gaps in the traffic platoons formed by the intersection.

Access management could consider:

1. Driveway Consolidation or Relocation.
2. Restriction of the turning movements to right- in/right out. The south driveway would be converted to right-in/right-out access only, with full access retained at the north driveway.
3. Rerouting of the shopping center traffic to the Hoffeldt Road driveway.

(Note: The driveway modification must be designed to accommodate buses that enter the shopping center to pick up and drop off riders.)

OCEANVIEW DRIVE/WINCHUCK RIVER ROAD INTERSECTIONS

The US 101/Winchuck River Road intersection is skewed and located roughly 300 feet from the Oceanview Drive/Winchuck Road intersection. All traffic movements to/from Winchuck River Road can be served via the Oceanview Drive/Winchuck Rd. intersection. Modifying the intersection could improve traffic operations and the safety of right-turn movements.

Access modifications could include:

1. Closing the US 101/Winchuck River Road intersection.
2. Rerouting existing right turns from Winchuck River Road onto US 101 through the Oceanview Drive/Winchuck Rd. intersection.

DEL-CUR SUPPLY ACCESS

Currently, there are two (2) driveways for the Del-Cur Supply store on the northbound approach located closely to intersection of Stateline Road and US 101. There have been two rear-end crashes at this location that may have been related to drivers slowing to turn into the driveways.

Access modifications could include:

1. Convert the north driveway of the Del-Cur Supply store closest to the intersection to a Right In/Right Out driveway; and improve site access to Stateline Road.
2. Improve full site access through the second driveway to the south.

OREGON ADMINISTRATIVE RULES - CHAPTER 734, DIVISION 51

Oregon Administrative Rule (OAR) Division 51 establishes procedures, standards, and approval criteria used by the department to govern highway approach permitting and access management consistent with Oregon Revised Statutes (ORS), Oregon Administrative Rules (OAR), statewide planning goals, acknowledged comprehensive plans, and the Oregon Highway Plan (OHP). The intent of Division 51 is to provide a highway access management system based on objective standards that balances the economic development objectives of properties abutting state highways with the transportation safety and access management objectives of state highways in a manner consistent with local transportation system plans and the land uses permitted in applicable local comprehensive plan(s) acknowledged under ORS Chapter 197.

Section 7010 - Access Management in Highway Facility Plans

The passage of SB408 changed the way in which facility plans document highway access decisions and sets requirements for notification to adjoining real property owners abutting the highway. As a result of the legislation, ODOT Facility Plans are required to develop and approve Key Principles and a Methodology for making access related decisions during the planning process. Requirement include notifying adjoining real property owners, and where possible, business owners or lessees of potential access changes, how they can participate in the planning process and opportunities to challenge the Key Principles and Methodology approved during the development of the plan.

To comply with both the spirit and letter of the law, ODOT Region 3 uses a two-stage notification process. The first stage occurs at the beginning of the project and includes information that a planning effort is underway, a listing of the Key Principles and Methodology that will be used to make access decisions during the planning project, and information regarding an abutting property owner right to challenge the Key Principles and Methodology through a collaborative discussion or dispute resolution board. It also informs people of how they may become involved in the project and provide comment.

Upon determining that certain road approaches will need to be modified or closed, a second notice is sent to the affected property owner and where possible, business owner/lessee, indicating that the plan is calling for a change to their current access configuration. The notice includes an invitation to meet with ODOT and a copy of the approved Key Principles and Methodology that were used in making that determination. The notice also informs the property owner that they may challenge the Key Principles and Methodology that were used in making the decision through a collaborative process or dispute resolution board.

6 BICYCLE/PEDESTRIAN (YEAR 2012)

The Bicycle and Pedestrian System in the study area consists of shoulder bikeways, sidewalks, and crosswalks (See Figure 24). The existing facilities and volumes are inventoried. Bicycle and pedestrian needs are analyzed based on a comparison of the facility characteristics to the standards. The addition of improved bicycle and pedestrian facilities improves connectivity for these travel modes and can reduce traffic demand on the highway.

Bicycle and Pedestrian Facilities (Year 2012)

The shoulders on US 101 are used by bicyclists as shoulder bikeways. The existing shoulder widths in this study corridor range from five (5) to fifteen (15) feet. There are six (6) foot wide sidewalks within certain areas of the northern part of the corridor, but none available to the south of Benham Lane. All of the striped crosswalks of this segment of US 101 are located at the signalized intersections at Zimmerman Lane, Hoffeldt Lane, and Benham Lane (See Figure 25). Every intersection is technically a crosswalk, but crossing at the unsignalized intersections in this corridor would be dangerous and difficult because of the traffic speeds.

Bicycle and Pedestrian Volumes (Year 2012)

As shown in Table 19, current pedestrian and bicycle volumes are highest near Lower Harbor Drive and South Bank Chetco River Road, just south of the Chetco River Bridge. This area is nearest to the Brookings City Limit and has bicyclist/pedestrian characteristics more similar to those of an urban area than the rest of the study area, which is more rural.

Table 20

| 16-Hour Bicycle and Pedestrian Volumes Year 2012 | | |
|---|-------------|------------|
| Intersection | Pedestrians | Bicyclists |
| Lower Harbor Dr./Underpass Rd. | 42 | 21 |
| South Bank Chetco River Rd/Underpass Rd. | 34 | 2 |
| Hoffeldt Ln./US 101 | 25 | 4 |
| Benham Ln./US 101* | -- | 19 |
| Pedrioli Dr./US 101 | 7 | 11 |

* Pedestrians are not counted at this location.
Note: Bicycle/pedestrian counts are not conducted at the other 16-hour count locations.

Figure 24



Figure 25

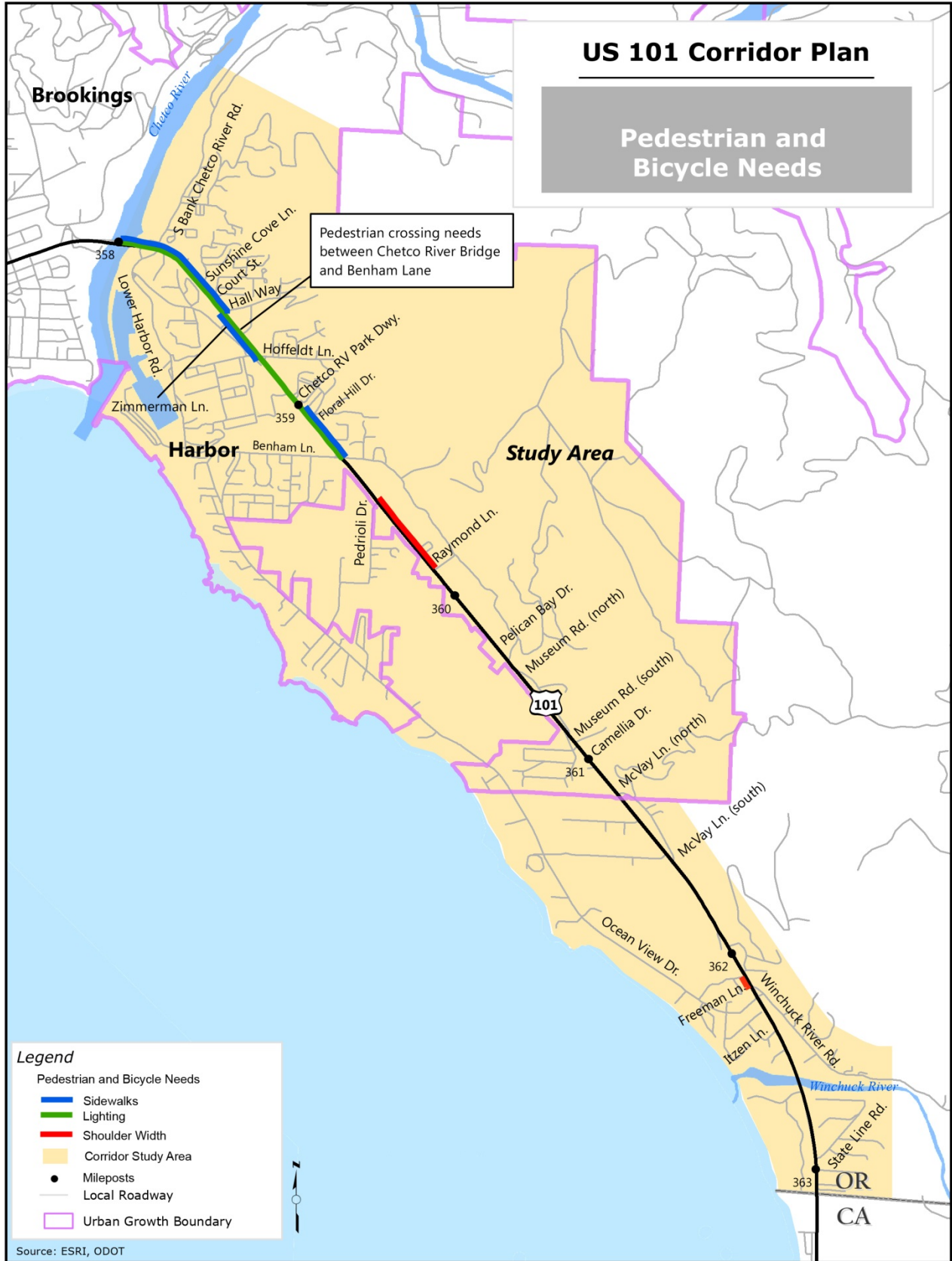


Bicycle and Pedestrian Needs

The Oregon Bicycle and Pedestrian Design Guide indicate that for rural facilities, shoulders should be provided that are wide enough (minimum six (6) feet) to accommodate pedestrian and bicycle traffic. According to this guideline, the only portion of the corridor that is not adequate for bicycle and pedestrian travel is the section of US 101 between Pedrioli Lane and Raymond Lane, where shoulder widths are five (5) feet.

The bicycle and pedestrian facilities along US 101 are limited throughout the study area. Corridor-long deficiencies are the lack of sidewalks and ADA-compliant curb ramps (See Figure 26). The southern portion of the Corridor is rural in nature and sidewalks are not appropriate or necessary.

Figure 26



Oregon Coast Bike Route

For the most part, the Oregon Coast Bike Route follows US 101 as a shoulder bikeway. In several areas, the route departs from the main highway and follows county roads and/or city streets. In Brookings-Harbor, the bike route diverts off US 101 to Lower Harbor Road then connects to Oceanview Drive south of Benham Lane, then connects back to US 101 just north of the Winchuck River.

1. **Lower Harbor Road** has a bike lane on both sides of the road beginning at US 101 near the Chetco River Bridge and continuing to Boat Basin Road at which point the road turns into W. Benham Lane. The bike lane continues on both sides of W. Benham Lane connecting back to US 101.
2. **Oceanview Drive** from MP 0.00 to MP 1.497 does not have bike lanes on either side of the road. This segment would be very difficult to obtain additional right of way to add bike lanes through the agricultural/private lands. There is minimal shoulder throughout this segment and would not be economically feasible to construct bike lanes.

ODOT Region 3 recommends - the Oregon Coast Bike Plan consider removing the Oregon Coast Bike Route from Oceanview Drive and rerouting it to Benham Lane east from the Oceanview Drive/Lower Harbor Road intersection to US 101; and then south from the US 101/Benham Lane intersection to the Oregon/California border for the following reasons:

1. Most bicyclist use US 101 as the main travel-way to the Oregon/California border.
2. US 101 bikeway shoulders are adequate to support bicyclist and pedestrians.
3. This corridor plan proposes to improve US 101 bicycle and pedestrian facilities to current design standards to improve bicycle safety.
4. The Pacific Ocean is more visible from US 101's higher elevation than from the south-end of Oceanview Drive. New home development along Oceanview Drive blocks ocean scenery. The County zoning code does not have view-shed protection requirements to limit building heights along Oceanview Drive.
5. Oceanview Drive does not meet County collector street standards for 2' wide shoulders. There are bike lanes only at the south-end of Oceanview Drive (MP 1.5-3.5).
6. Roadway conditions at the north-end of Oceanview Drive (MP 0-1.5) do not have shoulders to separate bicyclist from motor vehicles in the travel lanes. The fog line abuts the County storm drain system on both sides of the road.
7. Oceanview Drive traverses existing residential neighborhoods and agricultural/private lands. There is not adequate right of way to widen shoulders to accommodate bicyclist. Widening of Oceanview Drive would require taking agricultural lands, impacting residences, relocating utilities and relocating the County storm drain system.

(Note: Oregon Coast Bike Route signage will need to be updated for the new bike route.)

Bicycle and Pedestrian Improvements

On US 101 within the study area, there are sidewalks intermittently between the Chetco River Bridge and Benham Lane. Within this area, there are three (3) intersections with marked crosswalks at Zimmerman Lane, Hoffeldt Lane, and Benham Lane.

The following additional ADA needs are also identified:

Along the sections of US 101 that have sidewalk, ADA deficiencies exist at two (2) locations where there are no ramps to allow for access from the sidewalk to the street:

1. North driveway of the South Coast Center.
2. End of sidewalk north of Hall Way on the east-side of US 101.

Curb ramps at the signalized intersections (Zimmerman Lane, Hoffeldt Lane, and Benham Lane) are not compliant with the latest design standard, which requires curb ramps on both sides of the corner instead of just one in the center.

Bicycle and Pedestrian Improvements include:

The proposed bicycle lanes and sidewalks along US 101 between the Chetco River Bridge and Benham Lane would fit well into the existing bicycle and pedestrian network **(See Projects 1 and 2)**.

1. Between the Chetco River Bridge and Zimmerman Lane, new bike lanes would connect to existing bike lanes on Lower Harbor Road and Shopping Center Drive. New sidewalks would connect to the existing sidewalks on Lower Harbor Road, Shopping Center Drive, South Bank Chetco River Road, and Zimmerman Lane **(See Projects 1 and 2)**.
2. Between Zimmerman Lane and Hoffeldt Lane, new sidewalks would join existing sidewalks on Zimmerman Lane, Hoffeldt Lane, and Shopping Center Avenue **(See Project 2)**.
3. Between Hoffeldt Lane and Benham Lane, new bike lanes would go through the intersection to provide a connection to existing bike lanes on Benham Lane, which connect to bike lanes on Lower Harbor Road **(See Project 2)**.

7 PLAN MONITORING

The US 101 Corridor Plan relies on monitoring traffic volumes, congestion, and crash history to identify when projects should be considered for implementation or modification. When conditions are approaching an identified threshold, opportunities for funding projects should be pursued.

7.1 TRAFFIC CONDITIONS MONITORING

A projects priority in the US 101 Corridor Plan is based on when a project may be warranted. Although some priority has been assigned to the projects, periodic monitoring should occur to identify when projects may be needed. In some cases, priority may be elevated based on traffic volume trends or crash history, while others may be delayed.

Periodic Corridor Monitoring

Periodic corridor monitoring of traffic and crash data can be used to identify the need for capacity and safety improvements within the US 101 corridor.

Data collection should include:

- *Intersection traffic volumes should be collected and analyzed every three (3) to five(5) years to identify the need for traffic signals, left-turn lanes, right-turn lanes, and other capacity and safety improvements identified in the Corridor Plan.*
- *Crash rates should be reviewed every two (2) to three (3) years and SPIS rankings should be reviewed annually to identify when safety improvements such as left-turn lanes, right-turn lanes, and access management measures may be necessary.*

Traffic Impact Studies

Work with City of Brookings and Curry County land use processes to require traffic impact studies (TIS) for proposed developments impacting US 101 to monitor when projects are warranted. Proposed developments that generate a sufficient number of trips to impact US 101 or other public intersections along US 101 should be required to prepare a TIS. Actions related to TIS preparation include:

- *Minimum trip thresholds for when a TIS is required should be reviewed for consistency with monitoring needs of the US 101 Corridor Plan.*
- *Improvements that are triggered by development should be incorporated into the conditions of approval for the proposal.*

Recommended Policy Language:

“Traffic Study Requirements. The city or county with land use, development or access jurisdiction may require a traffic study prepared by a traffic engineer to determine access, circulation and other transportation requirements including identification of projects needed to implement the Transportation System Plan or other projects needed to mitigate for traffic impacts resulting from development that exceeds assumptions from the Transportation System Plan.”

8 FUNDING

None of the projects listed in the US 101 Corridor Plan currently have identified funding sources. Funding is anticipated to come from a variety of public and private sources as projects develop over time.

8.1 STATE FUNDING SOURCES

Funding in the State Transportation Improvement Program (STIP) is divided into two (2) categories:

1. **Enhance:** Activities that enhance, expand, or improve the transportation system.
2. **Fix-It:** Activities that fix or preserve the transportation system.

Projects that may be eligible for the Enhance category of funds include:

- Bicycle and/or pedestrian facilities on or off the highway ROW.
- Development STIP projects (projects not ready for construction with 4-year cycle).
- Modernization projects that add capacity to the system (per ORS 366.507).
- Most projects previously eligible for Transportation Enhancement (TE) funds.
- Projects previously eligible for Flex Funds (Bicycle and Pedestrian, Transit, and TDM projects, plans, programs, and services).
- Protective ROW purchases.
- Public transportation (capital projects only, not operations).
- Safe Routes to School (infrastructure projects).
- Scenic Byways (construction projects).
- Transportation Alternatives (the federal transportation authorization, MAP-21).
- Transportation Demand Management.

Project activities eligible for the Fix-It category of funds include:

- Bicycle and pedestrian facilities on state routes only.
- Bridges (state owned).
- Culverts.
- High risk rural roads.
- Illumination signs and signals.
- Landslides and rock falls.
- Operations (includes ITS).
- Pavement preservation.
- Rail-highway crossings.
- Safety.
- Salmon (fish passage).
- Site mitigation and repair.
- Storm water retrofit.
- Transportation Demand Management (part of operations).
- Work zone safety (project specific).

8.2 OTHER FUNDING SOURCES

Other funding may come from public or private sources. Public funding opportunities could include local government Capital Improvement Programs and possible partnerships with local agencies to combine resources for related projects. Private development could be another source for funding through required mitigation or a developer contribution to a larger improvement activity.

8.3 FUNDING DISCLOSURE

Private development cannot rely upon the highway improvement projects included in the US 101 Corridor Plan as mitigation, unless a project has been programmed for funding in the STIP, programmed for funding in a local Capital Improvement Program (CIP), funded in an Intergovernmental Agreement (IGA) with ODOT, or funded in a Cooperative Improvement Agreement (CIA) with ODOT.

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](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: All Care Grant Request Presentations supplemental

AGENDA DATE^a: September 6, 2017 **DEPARTMENT:** BOC **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: Commissioner Boice **PHONE/EXT:** 3229 **TODAY'S DATE:** August 22, 2017

BRIEF BACKGROUND OR NOTE^b: Presentation and request for Allcare grant support by the Curry County Board of Commissioners of (1) Oregon Resources Research and Education Center (ORREC) and (2) Beyond Rejection shower trailer

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Hearing

- (1)ORREC Fort Euchre Materials STEM outdoor education K-12 camp
- (2)Beyond Rejection Materials portable shower project

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: **Administrative Actions**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail) Several options going forward

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes No

Commissioner Sue Gold Yes No

Commissioner Court Boice Yes No

Not applicable to Sheriff's Department since they do not have a liaison



Our Vision

We are building tomorrow through collective partnerships
in Science, Education, Industry and Community

www.orrec.org

Mission: Oregon Resources Research and Education Center's (ORREC) educational mission is to inform children in grades 5-12 and the public of all ages and backgrounds on the importance of and vocational opportunities in sustainable management and utilization of local natural resources from ridgeline to near-ocean environments.

How will we accomplish our mission? ORREC will build Fort Euchre as an overnight, immersive STEM Outdoor Camp for K-12 students specializing in the study of sustainable use of the natural resource utilizing STEM skills. The camp will also be available for professional development opportunities for visiting researchers, scientists, industry professionals, and educators for a fee. We will also market the camp to the public for exposition events, conventions, and trainings. The fees from the non-K12 educational rentals will allow K-12 students to utilize Fort Euchre at **NO COST**. Leases will require researchers and others to share their work with our students by partnering with graduate student Teachers who would adapt it to our educational platforms.

Specifics in a nut shell:

- 1) Provide an overnight, immersive STEM Outdoor school experience for grades 5-7th grades with High School Mentor/Camp Counselors, University/College Student teachers all utilizing educational platforms:
 - *LabVenture
 - *Vital Signs
(labventure.gmri.org and Vitalsigns.gmri.org)

- 2) Provide an exceptional 23.7 acre natural laboratory for applied research and study of the natural southern coastal forested and near ocean environments:
 - Unique part of the country with very high concentration of watersheds from uplands to nearshore ocean environment
 - Unprecedented southern Oregon coastal ecology, the variety of wildlife, and emergent coastal geology Site fish-bearing riparian area with over one-quarter mile of creek frontage
 - On-site five-acre coastal temperate mixed-species rainforest Walking di
 - 13 Yurts: 3 Classroom, Lab, Interpretative Conestoga Yurts, 1 44 Projection Dome, 9 Bunk housing with loft yurts.
 - Lavatory facilities with restrooms and showers, commercial kitchen facility, covered patio with BBQ
 - 3 full hook-up RV sites for use during data collection or site management
 - Helicopter pad for use by researchers, emergency services, EMS training, and tours.

- 3) Provide State-of-the-Art research facilities including:
 - Modern laboratory and office space
 - Utility infrastructure including protected power, propane outlets, high-speed internet

- 4) Recreational opportunities:
 - Fishing, kayaking, hiking, surfing, biking, horseback riding

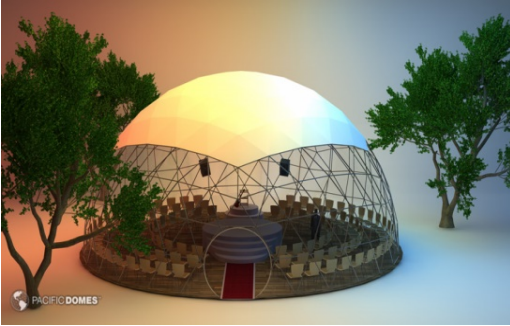
For more information please contact:

Kathleen "Kitty" Root-Bunten, MS, CMHC
ORREC Executive Director
94235 Moore Street, Ste 127
PO Box 177, Gold Beach, OR 97444
Cell: (503) 936-2437
Email: kitty@orrec.org



Fort Euchre Structures

1. Community/Projection Dome



By being able to project various images on to the dome's ceiling we instantly are able to create a learning environment similar The Fleischmann Planetarium in Reno, Nevada. It also increases our Tourism value. (<http://www.planetarium.unr.edu/>)



Projection of forest on dome ceiling

A 30-44 foot dome allows for 300-450 people depending on event and utilization needs.



Example of usage opportunity for Professional Development event.

**** Structures are being sourced locally where cost and availability are paired. List of current suppliers:**

Pacific Domes, Ashland, OR
 Pacific Yurts, Gresham, OR
 Weatherport, Kirkland, WA

2. Housing Yurts



Yurts will be done in ORREC colors and branded with our logo. Additionally, both Pacific Yurt and Weatherport offer water capture features that we will utilize as part of the riparian redesign watering system in addition to the lavatory water capturing.



Loft will be designated for secured storage of student valuables and sleeping area for Mentor/Counselor. The yurts will be 16-20ft in diameter to accommodate 5 bunk pairs.

3. Learning Yurts



The learning yurts would look very similar to this design with less of an overall overhang due to wind load requirements.



Fort Euchre Sustainable Design Features

As Fort Euchre is a repurposing of a former industrial site, the Tamms Mill site, ORREC's goal is to return the natural alluvial plain to its geologically historical meadow condition. To accomplish that goal and in keeping with our educational mission ORREC has employed Gazu Designs to design a facility that has minimal eco-footprint while sustainably utilizing the available natural resources. The following is a list of some of the key features:

1. Bio swales located along parking venues and roadways
 - a. Bio-swales are landscape elements designed to concentrate or remove silt and pollution from surface runoff water. They consist of a swaled drainage course with gently sloped sides (less than 6%) and filled with vegetation, compost and/or riprap. The water's flow path, along with the wide and shallow ditch, is designed to maximize the time water spends in the swale, which aids the trapping of pollutants and silt. Depending upon the geometry of land available, a bio-swale may have a meandering or almost straight channel alignment. Biological factors also contribute to the breakdown of certain pollutants.
2. Parking areas, walkways and roadways are constructed of permeable materials with concrete curbing where appropriate.
 - a. Permeable paving is a range of sustainable materials and techniques for permeable pavements with a base and subbase that allow the movement of storm water through the surface. In addition to reducing runoff, this effectively traps suspended solids and filters pollutants from the water.
3. 5000 gallon cistern for capture of rain water to be utilized in restrooms and for irrigation needs.
 - a. Toilet flushing and irrigation are the biggest use of water in the United States and the United Kingdom, accounting for nearly one-half of potable water use. When the natural landscape is replaced by a building, rain can no longer infiltrate into the ground it runs off, is captured in drains, where it can cause downstream flooding, carry pollutants that settle out of the air into local water bodies. Capturing rainwater will help to reduce the demand on the Nesika Beach water treatment system, protect Euchre Creek from potential pollutants and reduce overall operating with regards to utility expenses.
4. Solar panels and led lighting installed on/in Lavatory facility
 - a. Solar energy is a clean, green source of energy, that pollutes less than almost every other source of energy. Solar power doesn't produce greenhouse gasses and it doesn't pollute water or any other part of nature.
5. Utilization's of Yurts and domes
 - a. Yurts and domes require significantly less disturbance of the landscape to erect, are locally sourced, and made from relatively local natural resources.

Funding Status Report

Date 8/29/2017

Request # _____
(Foundation use only)

Organization Oregon Resources Research & Education Center

Project Title Fort Euchre Outdoor School STEM Camp

Total Request Amount: _____

Percent of Total Budget: _____

If multi-year request complete amount per year:

| | | |
|--------|--------|--------|
| | | |
| (Yr 1) | (Yr 2) | (Yr 3) |

Project Budget \$1,500,000

*Contributions less than \$1,000 may be grouped together as one total and listed as "Contributions less than \$1,000."

*The total contributions of Committed, Pending, Planned, In-kind and the amount requested from The Ford Family Foundation must equal or exceed the total project budget amount.

*If you are requesting programatic or operating funds, use the space below to provide information on your operating budget for the fiscal year you would receive funding from the Ford Family Foundation. The numbers should reflect Year 1 only, if a multi-year request.

Contributed Revenue

| Sources | Committed | Pending | Planned | In-kind | Total |
|--|--------------------|------------------|---------------------|-------------|---------------------|
| Government: | | | | | |
| Special Public Works Fund Grant | \$ - | \$ - | \$ 200,000 | \$ - | \$ 200,000 |
| STEM+4C Partnership National Science Foun. | | | \$ 1,000,000 | | \$ 650,000 |
| Brookings, City of | \$ 2,000.00 | | | | \$ 2,000 |
| Gold Beach, City of | | \$ 2,000.00 | | | \$ 2,000 |
| Port Orford, City of | | \$ 2,000.00 | | | \$ 2,000 |
| Bandon, City of | | | \$ 2,000 | | \$ 2,000 |
| Coos Bay, City of | | | \$ 2,000 | | \$ 2,000 |
| Coquille, City of | | | \$ 2,000 | | \$ 2,000 |
| Powers, City of | | \$ 2,000 | | | \$ 2,000 |
| Mrytle Creek, City of | | \$ 2,000 | | | \$ 2,000 |
| Reedsport, City of | | \$ 2,000 | | | \$ 2,000 |
| Crescent City, City of | | | \$ 2,000 | | \$ 2,000 |
| Curry County, County of | | | \$ 5,000 | | \$ 5,000 |
| Coos County, County of | | | \$ 5,000 | | \$ 5,000 |
| BLM Community Self-Determination Act | | | \$ 500,000 | | \$ 500,000 |
| Department of the Navy, STEM | | | \$ 250,000 | | \$ 250,000 |
| Subtotal | \$ 2,000.00 | \$ 10,000 | \$ 1,968,000 | \$ - | \$ 1,630,000 |
| Foundation Grants: | | | | | |
| Wild Rivers Coast Alliance | \$ 15,000 | \$ - | \$ 50,000 | \$ - | \$ 65,000 |
| Ford Family Foundation | - | \$ 150,000.00 | - | - | \$ 150,000.00 |
| Collins Foundation | - | | \$ 150,000.00 | - | \$ 150,000.00 |
| W.K. Kellogg Foundation | | | \$ 150,000.00 | | \$ 150,000.00 |
| Bill Healy Foundation | | | \$ 25,000.00 | | \$ 25,000.00 |
| Umpqua Bank Charitable Foundation | | | \$ 150,000.00 | | \$ 150,000.00 |
| Deacon Charitable Foundation | | | \$ 150,000.00 | | \$ 150,000.00 |
| M.J. Murdock Charitable Trust | | | \$ 500,000.00 | | \$ 500,000.00 |
| Oregon Community Foundation | | \$ 100,000.00 | | | \$ 100,000.00 |
| The Coquille Tribal Community Fund | | | \$ 100,000.00 | | \$ 100,000.00 |
| The Burning Foundaiton | | | \$ 75,000.00 | | \$ 75,000.00 |
| Cow Creek Umpqua Indian Foundation | | | \$ 15,000.00 | | \$ 15,000.00 |

| | | | | | | | | | |
|----------------------------------|-----------------|----------|---------|---------|------------|-----------|------------|--------------|--------------|
| Spirit Mountian Community Fund | | | | \$ | 75,000.00 | | \$ | 75,000.00 | |
| Curry Health Foundation Fund | | | | \$ | 5,000.00 | | \$ | 5,000.00 | |
| Gray Family Foundation | | | | \$ | 150,000.00 | | \$ | 150,000.00 | |
| | Subtotal | \$ | 15,000 | \$ | 250,000 | \$ | 1,595,000 | \$ - | \$ 1,860,000 |
| Businesses: | | | | | | | | | |
| Taylor Structures | | | | | | \$ | 15,000.00 | \$ 15,000.00 | |
| Three Dimensional Timber | \$ | 122,000 | \$ | - | \$ | - | \$ 625,000 | \$ 747,000 | |
| Tuttle Trust | | 135,000 | | 95,000 | | - | 324,000 | 554,000 | |
| Chase Bank | | 200 | | | | | | 200 | |
| JR Success | | 100 | | | | | | 100 | |
| At Rivers Edge Resort | | 250 | | - | | - | - | 250 | |
| | Subtotal | \$ | 257,550 | \$ | 95,000 | \$ | - | \$ 964,000 | \$ 1,301,550 |
| Individuals: | | | | | | | | | |
| Mr. and Mrs. John Mussey | \$ | 1,000.00 | \$ | - | \$ | - | \$ - | \$ 1,000.00 | |
| Gilbert and Marian Davis | \$ | 200.00 | \$ | - | \$ | - | \$ - | \$ 200.00 | |
| Marcela Anongos | \$ | 100.00 | \$ | - | \$ | - | \$ - | \$ 100.00 | |
| Michael Ellis | \$ | 1,000.00 | \$ | - | \$ | - | \$ - | \$ 1,000.00 | |
| Chris and Marie Legallet | \$ | 1,000.00 | \$ | - | \$ | - | \$ - | \$ 1,000.00 | |
| Joan Fish | \$ | 100.00 | \$ | - | \$ | 100 | \$ - | \$ 100.00 | |
| James Boettcher | \$ | 500.00 | \$ | - | \$ | 500 | \$ - | \$ 500.00 | |
| Rockey and Shelley Carpenter | \$ | 200 | \$ | - | \$ | 200 | \$ - | \$ 400 | |
| Gene Chickinell | \$ | 25 | \$ | - | \$ | 25 | \$ - | \$ 50 | |
| Carolyn Cronberger | \$ | 1,000 | \$ | - | \$ | 1,000 | \$ - | \$ 2,000 | |
| Gil and Marian Davis | \$ | 100 | \$ | - | \$ | 200 | \$ - | \$ 300 | |
| Tina and Al Davis | \$ | 500 | \$ | - | \$ | 500 | \$ - | \$ 1,000 | |
| Jordan and Gail Dawn | \$ | 100 | \$ | - | \$ | 100 | \$ - | \$ 200 | |
| Gregory Empson | \$ | 500 | \$ | - | \$ | 500 | \$ - | \$ 1,000 | |
| Don and Marilyn Foss | \$ | 25 | \$ | - | \$ | 25 | \$ - | \$ 50 | |
| Dugie and Shirley Freeman | \$ | 1,000 | \$ | - | \$ | 1,000 | \$ - | \$ 2,000 | |
| Jeri Honeycutt | \$ | 1,000 | \$ | - | \$ | 1,000 | \$ - | \$ 2,000 | |
| Bill Itzen | \$ | 25 | \$ | - | \$ | 25 | \$ - | \$ 50 | |
| Mary Jacobs | \$ | 500 | \$ | - | \$ | 500 | \$ - | \$ 1,000 | |
| Paul and Judy Kenis | \$ | 500 | \$ | - | \$ | 500 | \$ - | \$ 1,000 | |
| Juli Marstall | \$ | 1,000 | \$ | - | \$ | 1,000 | \$ - | \$ 2,000 | |
| Charles and Stephanie Riddle | \$ | 1,000 | \$ | - | \$ | 1,000 | \$ - | \$ 2,000 | |
| John and Hazel Rush | \$ | 500 | \$ | - | \$ | 500 | \$ - | \$ 1,000 | |
| Scott Theiman | \$ | 100 | \$ | - | \$ | 100 | \$ - | \$ 200 | |
| Dale and Jo Ann Thomas | \$ | 100 | \$ | - | \$ | 100 | \$ - | \$ 200 | |
| Jim and Vicki Waltz | \$ | 5,000 | \$ | - | \$ | 5,000 | \$ - | \$ 10,000 | |
| Marvin and Sharon Zuber | \$ | 5,000 | \$ | - | \$ | 5,000 | \$ - | \$ 10,000 | |
| Frank and Connie Burris | \$ | 100 | \$ | - | \$ | 100 | \$ - | \$ 200 | |
| | Subtotal | \$ | 22,175 | \$ | - | \$ | 18,975 | \$ - | \$ 40,550 |
| Special Events: | | | | | | | | | |
| Capital Campaign | \$ | - | \$ | - | \$ | 250,000 | \$ - | \$ 250,000 | |
| Planned Giving Campaign | | - | | - | | 500,000 | - | 500,000 | |
| | Subtotal | \$ | - | \$ | - | \$ | 750,000 | \$ - | \$ 750,000 |
| Other: | | | | | | | | | |
| Digital Marketing Campaign | \$ | - | \$ | - | \$ | 250,000 | \$ - | \$ 250,000 | |
| | Subtotal | \$ | - | \$ | - | \$ | 250,000 | \$ - | \$ 250,000 |
| Total Contributed Revenue | | | | | | | | | |
| | \$ | 296,725 | \$ | 355,000 | \$ | 4,581,975 | \$ | 964,000 | \$ 5,832,100 |

Earned Revenue

| Sources | Committed | Pending | Planned | In-kind | Total |
|---------|-----------|---------|---------|---------|-------|
|---------|-----------|---------|---------|---------|-------|

| Contracts: | | | | | |
|-----------------------------|------------|------------|--------------|------------|--------------|
| | \$ - | \$ - | \$ - | \$ - | \$ - |
| | - | - | - | - | - |
| Subtotal | \$ - | \$ - | \$ - | \$ - | \$ - |
| Program Fees: | | | | | |
| | \$ - | \$ - | \$ - | \$ - | \$ - |
| | - | - | - | - | - |
| | - | - | - | - | - |
| | - | - | - | - | - |
| Subtotal | \$ - | \$ - | \$ - | \$ - | \$ - |
| Investment Revenue: | | | | | |
| | \$ - | \$ - | \$ - | \$ - | \$ - |
| | - | - | - | - | - |
| | - | - | - | - | - |
| Subtotal | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other: | | | | | |
| | \$ - | \$ - | \$ - | \$ - | \$ - |
| | - | - | - | - | - |
| | - | - | - | - | - |
| | - | - | - | - | - |
| | - | - | - | - | - |
| Subtotal | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Earned Revenue | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Revenue | \$ 296,725 | \$ 355,000 | \$ 4,581,975 | \$ 964,000 | \$ 5,832,100 |

ORREC Program Expansion Expense Budget

| | Year 1 | 2017 | Year 2 | 2018 | Year 3 | 2019 | Year 4 | 2020 |
|---------------------------------------|-------------------|-------------|-------------------|----------|-------------------|-------------|-------------------|-------------|
| Personnel | | | | | | | | |
| | Budget | Trust | Budget | Trust | Budget | Trust | Budget | Trust |
| Executive Director | 60000 | 0 | 64200 | 0 | 68700 | 0 | 73500 | 0 |
| Community Outreach Coordinator (2) | 8,800 | 0 | 45,760 | 0 | 48,880 | 0 | 48,880 | 0 |
| Facility Manager | 0 | 0 | 18,700 | 0 | 37,400 | 0 | 40,000 | 0 |
| High School Work Study | 1,800 | 0 | 7,200 | 0 | 7,200 | 0 | 7,200 | 0 |
| Graduate Teaching Staff | | | 19,400 | 0 | 38,800 | 0 | 38,800 | 0 |
| RARE Coordinator | | | 20,000 | 0 | 20,000 | 0 | 20,000 | 0 |
| Sub-Total | 70,600.00 | 0.00 | 175,260.00 | 0 | 220,980.00 | 0.00 | 228,380.00 | 0.00 |
| Office Costs | | | | | | | | |
| Uniform | 100 | 0 | 600 | 0 | 300 | 0 | 300 | 0 |
| Computer Hardware | 1050 | 0 | 0 | 0 | 1050 | 0 | 0 | 0 |
| Furniture | 3000 | 0 | 0 | 0 | 3000 | 0 | 0 | 0 |
| Software | 500 | 0 | 0 | 0 | 500 | 0 | 0 | 0 |
| Telephone | 300 | 0 | 100 | 0 | 100 | 0 | 100 | 0 |
| Sub-Total | 4950 | 0 | 700 | 0 | 4950 | 0 | 400 | 0 |
| Education Platform Development | | | | | | | | |
| Lab Venture | 20620 | 0 | 159273 | 0 | 409273 | 0 | 160000 | 0 |
| Vital Signs | 20620 | 0 | 150000 | 0 | 250000 | 0 | 160000 | 0 |
| Sub-Total | 41240 | 0 | 309273 | 0 | 659273 | 0 | 320000 | 0 |
| Total | 121,740.00 | 0.00 | 485,233.00 | 0 | 885,203.00 | 0.00 | 548,780.00 | 0.00 |

**Budget Narrative:

- Personnel** Increase in salaries generally reflect conversions to fulltime, hiring of additional staff members and/or 7% cost of living increase.
- Office Costs** These costs figure in nonprofit donation program from Techsoup, purchase of new office furnishings for new staff members, etc.
- Educational Platform** These costs are per the bid from Parabolica and Xfinity

AllCare Health
COMMUNITY INVESTMENT APPLICATION

AllCare Health proudly works to support innovative, community-based projects that seek to affect the health of our community. We ask that you please fill out the following application with as much detail as possible. For more information regarding funding criteria and priorities, please contact the indicated AllCare team member for details.

Please be sure to indicate the date you need a response by. If not indicated, allow 30-60 days for a response to your request. AllCare Health may require more information before approving funding requests.

Submit this completed form to **both** the Community Engagement & Investment Team member with whom you have been working and Sam Engel at sam.engel@allcarehealth.com. You can also call 541-471-4106 ext. 8215 for more information.

| | | |
|---|---|---|
| <u>Name of Project or Event</u> Homeless Project Beyond Rejection | | |
| <u>Provider, Vendor or Agency Name</u> Beyond Rejection | | <u>Tax ID / EIN #</u> 33-0210003 |
| <u>Contact Information</u> Jim Johnson <u>Phone:</u> 209-481-7360 <u>Address:</u> PO Box 1601 Gold Beach, Oregon 9744 <u>Email:</u> cottonwoodjim@aol.com <u>Website/Social Media</u> Pending | | |
| <u>Date of Request Submission</u> August 23, 2017 | <u>Amount Requested</u> \$28,000 <u>Non-Monetary Request</u> | <u>Date Response Need By</u> <input type="checkbox"/> Check if Urgent (less than 2 weeks) |
| <u>Division(s) of AllCare to Which the Current Report is being Submitted</u> <input type="checkbox"/> Oral Health Integration (Send to: Laura McKeane, laura.mckeane@allcarehealth.com) <input type="checkbox"/> Health & Education Integration (Send to: Susan Fischer, susan.fischer@allcarehealth.com) <input type="checkbox"/> Health & Social Service Integration (Send to: Susan Fischer, susan.fischer@allcarehealth.com) <input type="checkbox"/> Behavioral Health Integration (Send to Lana McGregor, lane.mcgregor@allcarehealth.com) <input type="checkbox"/> Health & Wellness Programs (Send to Kari Swoboda, kari.swoboda@allcarehealth.com) <input type="checkbox"/> Health & Nutrition Integration (Send to Sam Engel, sam.engel@allcarehealth.com) <input checked="" type="checkbox"/> Health & Housing Integration (Send to Sam Engel, sam.engel@allcarehealth.com) | | |
| <u>County(s) AllCare Serves for Which the Current Request is Being Made:</u> <input checked="" type="checkbox"/> Curry <input type="checkbox"/> Southern Douglas <input type="checkbox"/> Jackson <input type="checkbox"/> Josephine <input type="checkbox"/> OTHER: _____ | | |
| <u>New or Continuing Funding Request</u> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation Years Previously Funded: _____ | | <u>Timeframe for Project</u> August 23, 2017-August 22, 2018 |

Background on Requesting Organization

Mission: The mission of Beyond Rejection is to improve the quality of life of individuals who are physically, mentally and spiritually homeless or living in the rough.

History, Capacity, and Demographics: Beyond Rejection was developed in the early 1970 and formally became a 501 C3 to address the growing homeless population with Aids in 1986. Originally developed in Long Beach, California, the work of Beyond Rejection work has spread though out California and into Oregon. The work of the original organization has been written up in the LA Times, People Magazine and Japanese Nurse, among other publications. For approximately 17 years, and with only a shoestring, hit or miss budget, Beyond Rejection has provided direct services to the homeless in Curry County. Services have included food, clothing, counseling, emotional support, transportation, facilitation of outreach to social services, law enforcement and mental health and a place to sleep when possible. Currently Beyond Rejection is attempting to partner with other organizations within Curry County to raise awareness of homelessness and to improve services to the homeless.

Jim Johnson the founder and director of Beyond Rejection has a background as a realtor and property appraiser. His real passion is his work with the homeless or as he prefers to call it individuals “living in the rough”. He has been a Lay Minister and has worked with Catholic Dioceses throughout the United States working with prevention programs and providing services to youth, the homeless and other individuals with Aids. He has testified before a Congressional Subcommittee regarding homelessness and people with Aids and he has testified before the Commission on Civil Rights in Washington DC. He is a member of the National Coalition of Homeless in Washington DC and is on the Board of the Curry County Homeless Coalition.

Statement of Need: Across the nation homelessness is a critical issue. On the west coast, homelessness has been referred to as “spinning out of control” or “the worst since the Great Depression”.

(oregonlive.com/myoregon2015/07/portland_oregons_homeless;

oregonlive.com/history/2016/04/homeless_portland) Homelessness affects our communities on a national, regional and local level.

In January 2015, there were almost 600,000 people experiencing homelessness on any given night in the United States, including families with children, veterans and other individuals. The three fastest growing homeless populations are African-Americans, women and people older than 55.

(<https://www.portlandoregon.gov/toolkit/article/562207>) About 15 % of the homeless population in the United States is considered “chronically

homeless”. http://www.endhomelessness.org/pages/chronic_homelessness_overview.)

Those experiencing homelessness most often have inadequate health and mental health care, education, job skills, work experience, social supports, and the life and coping skills necessary to succeed independently in the community. Serious health care issues result from homelessness. Homelessness inhibits health care, as housing instability often detracts from regular medical attention, access to treatment and recuperation. In addition the inability to treat serious medical conditions due to homelessness can aggravate a person’s health issues. Research has shown that in many cases the homeless are people with mental illness or other severe health problems.

The *2016 Annual Homeless Assessment Report to Congress* indicated that Oregon ranks 49th when you calculate the percentage of its homeless population forced to sleep “unsheltered”. In addition, the homeless issue is dramatically hitting rural Oregon.

The National Alliance To End Homelessness reported in *The State of Homelessness In America 2016* that Oregon has experienced an 8.7 % increase in homelessness in the past two years. The report further indicated that since 2014, Oregon has experienced an increase of 22 % of unsheltered homeless. In addition the report stated that since 2014, Oregon has had an increase of 59.5 % of chronically homeless. Our budget strapped county has not escaped this reality. Currently there are more than 200 homeless individuals in Curry County. It is believed

that this number is an undercount and is growing. There are numerous spots along the rivers, forests and the ocean where the homeless exist in seemingly “invisible” camps. There are **no shelters** in Curry County and there are **no shower facilities** in the north county. The purpose of this grant proposal is to address this issue and to remediate in part the need for shower/toilet facilities.

Are you an equal opportunity employer and provider? If no, please explain: Beyond Rejection has no employees and functions with only volunteer help. If employees should ever be hired, Beyond Rejection would be an equal opportunity employer.

Publicity and/or Sponsor Recognition None in Curry County at this time.

Project Outline

Brief Project Description with Service Area and/or Focus Population: The Homeless Project Beyond Rejection will develop a two bay shower facility for use by the homeless population in Curry County. In addition, Jim Johnson, the Director of Beyond Rejection will develop and implement a plan for one “Tiny House” for use by the homeless in Curry County. This model will be replicated in the future to provide shelter for the homeless in Curry County.

- Project Activities:
1. Purchase a mobile, two bay shower facility.
 2. Coordinate with other organizations working with the homeless and to develop an overall plan/calendar for the use of the shower facility throughout the entire county on a rotating basis.
 3. Develop and implement a plan for a “Tiny House Project” with the first “Tiny House” to be completed by October 31, 2018 and placed initially at the Beyond Rejection site.

Proposed Outputs: The proposed project will increase the number of homeless who have access to shower facilities by 100%. Currently there are no mobile shower facilities in Curry County. The proposed project will provide housing to 10 homeless individuals though out the first year. Currently there are no tiny homes available within Curry County.

Proposed Outcomes: Interviews and photographs will demonstrate improved self esteem, and overall health and safety of the homeless individuals who take part in the project. It is also believed that this project will provide a path out of homeless for some by improving their prospects of obtaining and maintaining employment.

Specific Connections to Health: Cleanliness and housing are directly related to physical and mental health and overall safety.

Reporting

Are you able to provide information about the outcomes of the project or event? Yes No

The reporting of outcomes for the Homeless Project Beyond Rejection will be both qualitative and quantitative. We will not only provide data regarding use of the facilities but will also provide qualitative information based on interviews with and photographs of the clients.

Budget Detail and Narrative

Please provide a detailed budget in a separate Excel document and explain your plan for cost allotments during the project.

Are there other entities contributing to the funding this project? Yes No

If yes, please list the other contributors, their funding amount, and time frame that funding will be available.

If the current proposal is for a long-term project or event, what sustainability plan is in place for stable funding?

FOR INTERNAL USE ONLY

| | | | | |
|--------------------------|---|-----------|-------------------|-----------|
| PREVIOUS FUNDING | <u>Year(s):</u> | | <u>Amount(s):</u> | |
| | | | | |
| INVESTMENT METHOD | <u>Line of AllCare Business to Which the Current Request is Being Made:</u> | | | |
| | <input type="checkbox"/> Coordinated Care Organization (CCO) <input type="checkbox"/> AllCare Health Management Services (AMS) <input type="checkbox"/> FLEX Funding (FLEX) | | | |
| STRATEGY | <input type="checkbox"/> Housing <input type="checkbox"/> Education <input type="checkbox"/> Community Engagement | | | |
| | | | | |
| PAYMENT SCHEDULE | 1Q | 2Q | 3Q | 4Q |
| | | | | |

ACE-IT RECOMMENDATION

Fund

Do Not Fund*

Date:

GL Code:

*Explanation:

| | |
|--|---|
| <p>MANAGEMENT APPROVAL <i>Doug Flow</i></p> | <p><u>Signature:</u> _____ <u>Date:</u> _____</p> |
|--|---|

Homeless Project Beyond Rejection

Project Expenses

| | |
|-------------------------|--------|
| 2 Station Mobile Shower | 21,990 |
| Delivery cost | 1,010 |
| Delopment of tiny house | 5,000 |
| | 28,000 |

| <u>Project Funding</u> | <u>\$</u> | <u>Status</u> | <u>Notes</u> |
|-------------------------------|------------------|----------------------|---------------------|
| Source 1 | \$2 | Secured | <i>In-Kind</i> |
| Source 2 | \$3 | Secured | <i>In-Kind</i> |
| Source 3 | \$4 | Secured | |
| Source 4 | \$5 | Secured | |
| Source 5 | <u>\$6</u> | Pending | |
| Source 6 | | Requested | |
| Total funding | \$21 | | |

WEIDEMILLER Anna M

From: Tony Volpe <tony@montondotrailer.com>
Sent: Friday, August 04, 2017 1:56 PM
To: WEIDEMILLER Anna M
Subject: Re: this is Anna
Attachments: Montondo Logo.png; ATT00001.htm; psailogo 2.jpg; ATT00002.htm; 2 Station Combo \$21,990.pdf; ATT00003.htm

Hello Mary,

Please call if you have any questions or need any additional information. Here is the attached document we had discussed.

This price quote is for the non-profit beyond rejection and its Executive Director Jim Johnson. As stated, this quote is valid for 90 Days from August 4, 2017.

This unit, in an effort to reduce costs, is not equipped with a winterization package.

Tony Volpe
Vice President of Marketing and Customer Support
Montondo Trailer
Quality. Integrity. Service.

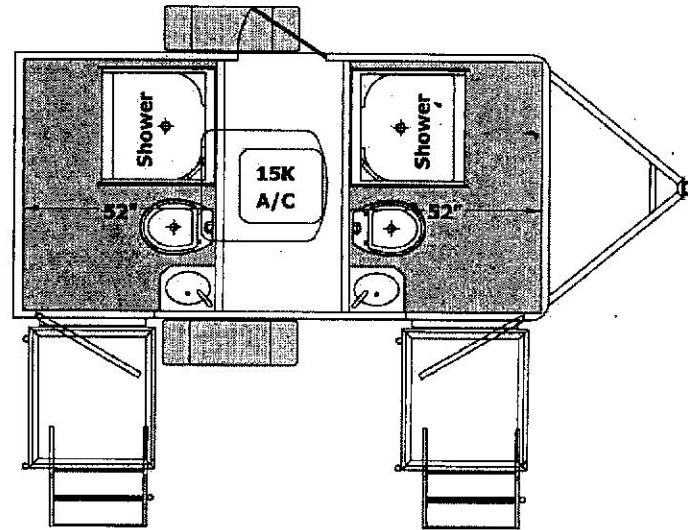
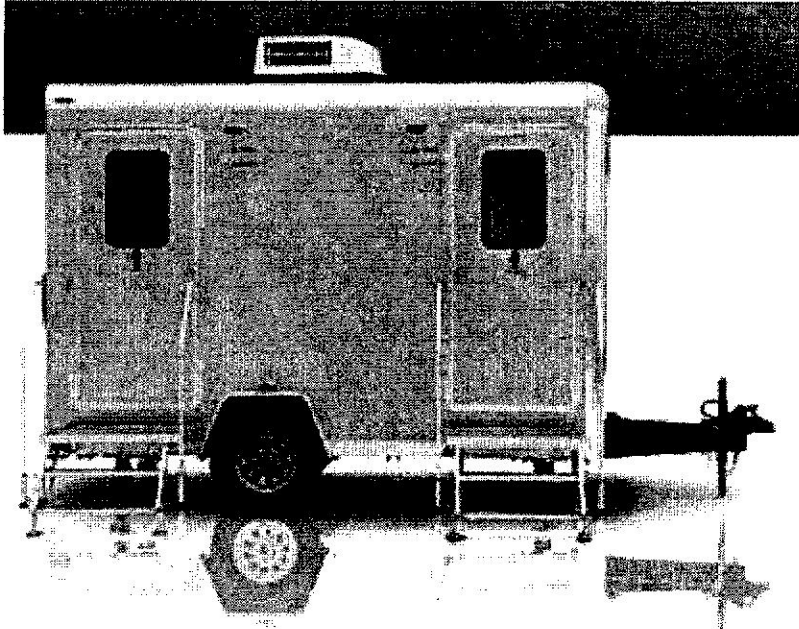
(800) 680-2902 ext 106

New and Used Restroom, Shower, Decon & Specialty Trailers
tony@montondotrailer.com
www.montondotrailer.com



2017 - 2 Station Combination Restroom Shower Trailer

\$21,990 Plus Delivery



- 32 X 32 Shower pan
- Self closing faucets
- Shampoo and soap dispensers
- Pre-formed corner sink
- Double toilet paper holder
- Shatter proof mirror
- Ceramic china, pedal flush toilets

- Paper towel dispensers
- Waste basket
- Smooth durable white fiberglass wall
- 1 Piece non-skid rubber flooring
- 1 Piece ceiling with built-in air supply and air return

- Lockable base cabinets
- Solid surface countertop with stainless steel sink
- Self closing faucets
- Soap dispenser
- Shatter proof mirror
- Ceramic china, pedal flush toilets
- Auto flush, ceramic china urinal (men's restroom only)
- Toilet paper holder
- Sanitary supply receptacle (women's restrooms only)
- Paper towel dispenser
- Waste basket cut out and waste basket
- Smooth durable white fiberglass interior
- 1 Piece non-skid rubber flooring
- 1 Piece ceiling with built-in air

- supply and air return
- Automatic door closers
- Occupancy lighting
- 1 Piece aluminum roof
- Screwless exterior perfect for your business' graphics
- Porch lights at all entry doors
- Fold down aluminum step platforms with railings
- 3" quick connect waste tank access valve
- 1" wash out plug
- Fresh water hook up
- 15 Amp receptacle
- Roof mounted air conditioner
- Insulated walls and ceiling
- 3 Year frame and structural warranty

| | |
|----------------------|-----------------------|
| Box Width | 72" (1.8 m) |
| Overall Width | 98" (2.5 m) |
| Box Length | 12' 0.5" (3.7 m) |
| Overall Length | 16' 0.5" (4.9 m) |
| Interior Height | 6' 8.25" (2.1 m) |
| Overall Height | 10' 2.75" (3.1 m) |
| Curb Weight | 3,906 lbs. (1,772 kg) |
| Tongue Weight | 517 lbs. (235 kg) |
| Fresh Water Capacity | 125 gal. (473 L) |

PRICING VALID FOR 90 DAYS FROM

AUGUST 4, 2017

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](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Order initiating Title III projects

AGENDA DATE^a: 09/06/2016 **DEPARTMENT:** BOC **TIME NEEDED:** 10

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

CONTACT PERSON: Boice **PHONE/EXT:** 3296 **TODAY'S DATE:** 08/30/2017

BRIEF BACKGROUND OR NOTE^b: On August 16, 2017, the Board initiated two Title III projects. Because of transmission difficulties, the Harbor Fire District project was not included. This item initiates the Harbor Fire project and includes an order to that effect.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Order

- (1) Harbor Fire Title III Project Application
- (2) 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

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: **Administrative Actions**

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

(If Yes, brief detail) Initiates Harbor Fire Title III project and documents initiation of projects

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes No

Commissioner Sue Gold Yes No

Commissioner Court Boice Yes No

Not applicable to Sheriff's Department since they do not have a liaison

PL 114-10 Title III Project Submission Form

Name of Project: *Harbor Fire District Fire Hazard Reduction*

Date Project Submission Form to be returned to Curry County Board of Commissioners

Date Project Submitted: 7/25/2017

Project Sponsor: *Harbor Rural Fire Protection District*

Sponsor's Address: *P.O.Box 2001, 98069 West Benham Lane, Harbor, OR. 97415*

Contact Person: : *Chief John Brazil*

Phone: 541-661-5210 **Fax:** 541-469-5301 **E-Mail:** chief@harborfire.org

Project Is Authorized Under The Following Category: (see Sec. 302(a))

- Activities under the Firewise Community Program**
- Reimbursement for Search, Rescue, Firefighting or Other Emergency Services on Federal land**
- Develop Community Wildfire Protection Plan**

Project Location: *Harbor Rural Fire Protection District. (Curry County, Oregon)*

Other Identifiers: (geographic location, road name or number, stream name)

Project Description: *1. Identify Fire Hazards*

2. Treat or medicate such hazards

3. Audit # of hazards & medicated locations

4. Provide public education on Fire Safety & hazard reduction

***include work windows or other limitations / restrictions / public or private land**

Work will be during daylight hours

Project Goals and Objectives:

Reduce loss of property, Reduce future cost of fire suppression, and provide a safer working environment for firefighters

Is There An Opportunity To Tie To An Associated Title II Project? Explain:

Proposed Method Of Accomplishment:

Contract Volunteers Agency (FS/BLM) Employees County

County Corrections (adult / juvenile) Non-Profit

Current Status of Project Preparation: *Shovel Ready*

Contact Person(s) For Project Specific Documentation: *Chief John Brazil*

Telephone Number(s) For Contact(s)) 541-661-2410 / 541-469-5301

How Does The Project Benefit The Community? *Prevention of loss of life and property* _____

How Does The Project Improve Cooperative Relationships Among People That Use Federal Lands And Federal Management Agency?

Education on how to be FirWise, Make it a safer place to live and play.

Duration of the Project: *Annually*

Anticipated Cost of Project (itemize):

| | |
|--|---------|
| 1. Letters and publications including distribution. | \$0,400 |
| 2. Equipment cost including operations costs, (Ins,fuel,supplies and tools | \$5,400 |
| 3. Audit and tracking of program Data input office supplies | \$2,000 |
| 4. PPE and Training (Safety) of personnel for specific operations of project | \$0,800 |
| 8,600.00 | |

TOTAL COST ESTIMATE: \$8,600.00

Estimated Start Date of Project: *Aug 7th 2017*

Estimated Completion Date of Project: *June 30 2018*

Is this A Multi-Year Funding Request? Yes No (if yes, display by fiscal year)

Identify Source(s) Of Other Funding For Project:

1. *Additional Funding with be in-kind with much labor provided by Volunteer FF's*
2. *Some \$ expenses will be cover by Harbor RFPD operational budge*

Project Accomplishments / Expected Outcomes:

Reduction in Fire Hazards at the wildland interface & within the Fire District.

How Is Project In The Public Interest?

Reduction in cost, Loss of life and property, continued education to be FireWise when in our or another part of the country

Will Project Create a Product or Benefit to the Federal Resource?

Yes, potential cost savings through proactive actions.

Monitoring And Reporting Plan to Measure Outcome (what measure or evaluation will be made to determine how well the proposed project meets the desired objectives):

This may be difficult to establish, we could and will measure the number of potential hazards today and the number in the future by field audits. The goal will be to see a reduction in hazards in the future audits do to the work completed with this project including the education of the public.

Submitted To CURRY County By: *Chief John Brazil*

Address: : *P.O.Box 2001, Harbor OR. 97415 Telephone:541-661-2410*

Date: *07/22/2017*

Title III Project Certification Report

Date notice of proposed project was published: _____

Date Project description was mailed to RACs with area jurisdiction: _____

Date 45-day public comment period closed: _____

Date project approved by county: _____

Amount spent on project during the calendar year:

2009 \$ _____ ; **2010 \$** _____ ; **2011 \$** _____ ; **2012 \$** _____

2013 \$ _____ ; **2014 \$** _____ ; **2015 \$** _____ ; **2016 \$** _____

- b. The County shall publish a notice in the Curry Coastal Pilot and the Curry County Reporter seeking comments for a 45 day period.

DATED this _____ day of September, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John Huttl
Curry County Counsel

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: Appointment to the Curry County Planning Commission
AGENDA DATE^a: 09.06.2017 **DEPARTMENT:** Community Development **TIME NEEDED:** 10 minutes
^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 **PHONE/EXT:** 3228 **TODAY’S DATE:** 08.28.2017
BRIEF BACKGROUND OR NOTE^b: One appointment to the Planning Commission.
^bIndicate if more than one copy to be signed

FILES ATTACHED: (1)staff report
(2)
SUBMISSION TYPE: Appointment

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: Carolyn Johnson

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone: 3228

Due date to send: 09 /07 / 2017

Email: johnsonc@co.curry.or.us

^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) Appoints Planning Commissioner

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes No

Commissioner Sue Gold Yes No

Commissioner Court Boice Yes No

Not applicable to Sheriff’s Department since they do not have a liaison



BOARD OF COMMISSIONERS AGENDA REPORT

Meeting Date: September 6, 2017

Prepared by: Carolyn Johnson, Community Development Director

Subject: Appointment of Shannon Pagano to the Curry County Planning Commission

Recommendation: Adopt Order 17-++ appointing Ms. Shannon Pagano to the Curry County Planning Commission

Summary: A Planning Commission application to join the Curry County Planning Commission for a four year term has been submitted by Ms. Shannon Pagano. Ms. Pagano is an attorney from the north County. Her background is noted on her application as follows:

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? _Attorney with over 7 years of regulatory experience and over 7 years of experience interpreting and applying policy directives; over 5 years of experience in land law including oil and gas rights; zoning restrictions; land disputes; conservation easements; land transactions (different types of sales; residential, commercial and agricultural leases; etc...); debt restructuring; 4 years of experience in environmental law and regulatory policy.

Openings for the Planning Commission have been advertised since March 2017. County regulations indicate the Planning Commission is to be comprised on nine members, with three members representing each of the three sections of the County (north, central and south). Currently there are six members of the Planning Commission, with two members representing each of the three sections of the County. Ms. Pagano's appointment would result in three individuals representing the north county.

Ms. Pagano is at the Board meeting to meet the Board and is available to answer questions. Staff has met and talked with Ms. Pagano and believes that her thoughtful outlook and articulate communication would be a positive contribution to the Planning Commission. See Attachment 1 for a Board order appointing Ms. Pagano to the Planning Commission.

Fiscal Impact: There would be no potential fiscal impact on the County budget.

Attachment List: 1-Board Order and 2-Shannon Pagano Planning Commission application

**ATTACHMENT 1
BOARD ORDER**

Curry County Board of Commissioners)
Order in and for the County)
Of Curry, Oregon, and a Planning Commission)
Appointment of Ms. Shannon Pagano for a term)
Expiring September 6, 2022.)

ORDER _____

WHEREAS, as of September 6, 2017, there are three vacancies on the Curry County Planning Commission, one for south Curry County, one for north Curry County, and one for central Curry County; and,

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

NOW, THEREFORE, IT IS HEREBY ORDERED that Ms. Shannon Pagano is appointed to a north Curry County Planning Commission position with her term expiring September 6, 2022.

DATED this 6th day of March, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Approved as to Form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

Attachment 2
Planning Commission application



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

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

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

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

Please print or type clearly

Name: Shannon Pagano _____ Date: 8/27/17 _____

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

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

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

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

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? Attorney with over 7 years of regulatory experience and over 7 years of experience interpreting and applying policy directives; over 5 years of experience in land law including oil and gas rights; zoning restrictions; land disputes; conservation easements; land transactions (different types of sales; residential, commercial and agricultural leases; etc...); debt restructuring; 4 years of experience in environmental law and regulatory policy.

What community topics concern you that relate to this Board, Commission, Council, Committee or Task Force?
Undecided on a concern, per se, but am curious about decisions that poke at the tension between preserving our natural environment and all of its mystery and rebuilding financial stability _____

Describe your previous experience in this appointed position or a similar position: ____ I've never served on a commission like this. Apart from my legal training which handles this types of issues, my closest experience would be either serving as a clerk for a judge or serving as a judge on a moot court team. _____

Other volunteer activities: _ I Help Nancy when she needs it (Port Orford feral cats and Church functions); I help Claudia with her horses; and Merlene with her gardens; I also facepaint at the Langlois Sunday market and donate the money back.

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

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

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

If Yes, please explain _____

Have you ever been convicted of a crime? Yes No

If Yes, please explain _____

Shannon K Pagano Digitally signed by Shannon K Pagano
Date: 2017.08.28 01:33:13 -04'00'

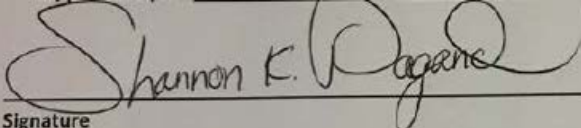
Signature

Date

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

Thank you for your application.

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

 _____ 8.28.17
Signature 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](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: 2017-18 Budget Appropriations Transfer

AGENDA DATE^a: 09.06.2017 **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: Carolyn Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 08/28/2017

BRIEF BACKGROUND OR NOTE^b: Recognize unanticipated Carryover in Building Fund and budgets and budgets for a Capital Asset expenditure for a needed vehicle

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Resolution

(1) Staff report

(2) attached to staff report - Resolution with budget supplement sheet prepared by Finance Director

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) Increases Building Fund revenues and expenditures
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

Name: Carolyn Johnson

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: 09 /07 / 2017

Email: johnsonc@co.curry.or.us

***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: Administrative Actions

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

(If Yes, brief detail) Supplemental Budget

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



Board of Commissioners Agenda Report

Date: September 6, 2017
From: Carolyn Johnson, Community Development Director
Issue/Agenda Title: Budget transfer to enable purchase of vehicle for building inspections.

Recommendation: Adopt resolution reallocating appropriations between categories in the Community Development Department / Building division for the 2017-2018 Budget year

Summary: The Jeep Cherokee utilized by the Building Official for inspections has undergone considerable repair. Staff had planned to hold out on a request for funds for a new vehicle until the preparation of the 2018/2019 budget year; however recent diagnosis of the vehicle indicates replacement is in order now.

The Road Master secured two quotes for a 2017 Ford Explorer that identify estimates of about \$26,000 – \$29,000. It's unlikely these two vehicles will be available as many of the 2017 models are clearing out. For this reason, staff is requesting a reallocation of appropriations of \$31,000 to enable a cushion for a likely increase for the price of a vehicle.

Fiscal impact of amendments to the County budget: The funds to pay for the vehicle will come from building permit fees, not the general fund.

Attachment:

1. Resolution

**ATTACHMENT A
RESOLUTION**

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

IN THE MATTER OF REALLOCATION OF)
APPROPRIATIONS BETWEEN CATEGORIES) **RESOLUTION** ____
IN THE **2017-2018 FISCAL YEAR BUDGET**)

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 2017-2018 fiscal year budget: and,

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

BE IT RESOLVED that the 2017-2018 fiscal year budget for Curry County be modified as detailed in **Exhibit A** for the specific purpose of providing appropriations to cover expenditures through June 30, 2018.

Dated this 6th day of September, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to form:

John Huttl
Curry County Counsel

CURRY COUNTY

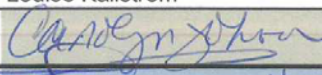

Exhibit A

Supp #1

Supplemental Budget #
Community Development

FY2017-18
Gen Fund / Airport Grant

Fund Budget Must Balance To \$0.00

| G/L ACCT NUMBER | ACCT DESCRIPTION | EXISTING BUDGET | BUDGET CHANGE | NEW Budget |
|---|---|-----------------|------------------------------|------------|
| | | | + = increase - = decrease | |
| Revenue | | | | |
| -311.10-000-00 | | | | - |
| -399.01-000-00 | Assigned Fund Balance | | | - |
| 2.17-424.20-399.03-000-00 | Restricted Fund Balance | 76,084 | \$31,000 | 107,084 |
| | Total Resources | 76,084 | 31,000 | 107,084 |
| 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 | - | - | - |
| -490.00-214-00 | Ben-Life 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 | - | - | - |
| -490.00-290-00 | Ben-OR W/Comp Assessment | - | - | - |
| | Total Personal Services - | - | - | - |
| Materials & Services | | | | |
| -490.00- | Pro Services-Training & Ed | | - | - |
| -490.00- | Other Services-Emergency | | - | - |
| -490.00-615-00 | Other Materials & Supplies | | - | - |
| -490.00- | Travel-Meals & Lodging | | - | - |
| -490.00- | Travel-Mileage Allowance | | - | - |
| -490.00- | Other Materials & Supplies | | - | - |
| -490.00- | Supplies-Non-Capital | | - | - |
| -490.00- | Other Supplies-Comfort Kits | | - | - |
| -490.00- | | | - | - |
| -490.00- | | | - | - |
| -490.00- | | | - | - |
| | Total Materials & Services | - | - | - |
| Debt, Capital, Transfers | | | | |
| -490.00-847-00 | Debt Interest Payments | | | - |
| -490.00-849-00 | Debt Principal Payments | | | - |
| 2.17-424.20-490.00-824-00 | Capital Outlay - Motor Vehicle | - | 31,000 | 31,000 |
| -490.00-824-00 | Capital Outlay | | | - |
| -491. - -00 | Tran To | - | | - |
| -491. - -00 | Tran To | - | | - |
| -492. - -00 | Tran To (use 492 for Tran within a Fund) | - | | - |
| | Total Expenditures | - | 31,000 | 31,000 |
| Total Change should = 0 >> | | | - | |
| Note: Total change should = 0, or Total Revenue change should match Total Expense change. | | | | |
| Prepared By | Louise Kallstrom | Date | 8/12/2017 | |
| Elected Official or Department Head |  | Date | 8.28.2017 | |
| Approved By |  | Date | 8/29 | |
| Liasion Commissioner | | | | Supp #1 |

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](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Resolution Proclaiming the month of October, 2017 as Bully Prevention Month

AGENDA DATE^a: 09-06-17 **DEPARTMENT:** BOC **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: Commissioner **PHONE/EXT:** 3296 **TODAY'S DATE:** 08-18-17

BRIEF BACKGROUND OR NOTE^b: Presented at the 8-16-17 Board Meeting, requested to bring back

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Resolution

- (1) Resolution
- (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: Proclamations/Resolutions

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

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes No

Commissioner Sue Gold Yes No

Commissioner Court Boice Yes No

Not applicable to Sheriff's Department since they do not have a liaison

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

In the Matter of a Resolution)
Proclaiming October, 2017) RESOLUTION NO. _____
as Bully Prevention)
Month)

WHEREAS, bullying is physical, verbal, sexual or emotional intimidation or harm intentionally directed at a person or group of people and occurs in neighborhoods, playgrounds, schools, on the job and through technology; and

WHEREAS, research indicates that bullying is the most common form of violence, annually affecting thousands of Oregon children and adolescents; and

WHEREAS, over half of all Curry County 6th and 8th graders and 39% of 11th graders felt harassed during the 12 months before the April, 2016 survey and from 74% to 89% of 6th, 8th and 11th graders heard other students bully another student and heard others spread mean rumors; and

WHEREAS, targets of bullying are more likely to acquire physical, emotional, and learning problems; and

WHEREAS, children who bully are at greater risk of engaging in more serious violent behaviors while children who witness bullying often feel less secure, more fearful, and intimidated; and

NOW, THEREFORE, THE CURRY COUNTY BOARD OF COMMISSIONERS hereby proclaims October, 2017 as Bully Prevention Month. Be it further resolved that all Curry County, Oregon citizens are encouraged to engage in activities designed to make our communities safer for all children and adolescents, and show support for students who have experienced bullying.

DATED this _____ day of September, 2017.

Curry County Board of Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John Huttl,
Curry County Counsel

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](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Resolution Proclaiming the month of September, 2017 as Suicide Prevention and Awareness Month

AGENDA DATE^a: 09-06-17 **DEPARTMENT:** BOC **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: Commissioner **PHONE/EXT:** 3296 **TODAY'S DATE:** 08-18-17

BRIEF BACKGROUND OR NOTE^b: Presented at the 8-16-17 Board Meeting, requested to bring back

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Resolution

- (1) Resolution
- (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
- 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: Proclamations/Resolutions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Thomas Huxley Yes No
- Commissioner Sue Gold Yes No
- Commissioner Court Boice Yes No

Not applicable to Sheriff's Department since they do not have a liaison

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of a Resolution)
Proclaiming September 2017)
as Suicide Prevention and)
Awareness Month)

RESOLUTION NO. _____

WHEREAS, Oregon ranks 13th nationally in deaths by suicide and suicide is the second leading cause of death for ages 15-34 and the third leading cause for 10-14 year-olds; and

WHEREAS, of Oregon counties, Curry County ranks 13th in suicides per hundred-thousand residents, and 3rd in suicides per hundred-thousand 10-24 year-olds; and

WHEREAS, 50% of mental illness occurs before the age of 14 and 75% before 24; and

WHEREAS, over 20% of Curry County 6th, 8th and 11th graders seriously considered attempting suicide in the 12 months prior to the April, 2016 Oregon Student Wellness survey and over 8% actually attempted suicide during that same period; and

WHEREAS, the stigma associated with mental illness and suicide works against suicide prevention by discouraging persons at risk from seeking lifesaving help; and

WHEREAS, by increasing awareness of suicide as a public health issue and that ZERO ATTEMPTS supports citizens to gain new knowledge of suicide and prevention; and

NOW, THEREFORE, THE CURRY COUNTY BOARD OF COMMISSIONERS hereby proclaims September, 2017 as Suicide Prevention and Awareness Month. Be it further resolved that the County encourages schools, students, parents, health care workers, religious institutions, and community organizations to engage in a variety of prevention and awareness activities designed to remove the stigma around suicide.

DATED this _____ day of September, 2017.

Curry County Board of Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John Huttli,
Curry County Counsel

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](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Ordinance Amending the Curry County Code No. 96-7 - Second Reading

AGENDA DATE^a: 09-06-17 **DEPARTMENT:** Counsel **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: Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 08-01-17

BRIEF BACKGROUND OR NOTE^b: Ordinance Amends General Administration, Article One, Adds Section Eighteen - allows County Counsel to correct Scrivener's Errors without going to Board of Commissioners' Meeting; second reading.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Ordinance

- (1) Ordinance
- (2) Exhibit "A":

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: **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 Thomas Huxley Yes No
- Commissioner Sue Gold Yes No
- Commissioner Court Boice Yes No

Not applicable to Sheriff's Department since they do not have a liaison

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

In the Matter of an Amendment)
to the Curry County Code)
Regarding General Administration) ORDINANCE NO. _____
of the County)

The Board of Commissioners for the County of Curry ordains as follows:

SECTION 1: TITLE

This Ordinance shall be known as Ordinance _____, an Ordinance amending the Curry County Code with respect to General Administration, Article One.

SECTION 2: ADOPTION

Exhibit "A", attached hereto and incorporated by reference, is adopted as an amendment and new Section Eighteen to the Curry County Code.

SECTION 3: SEVERANCE CLAUSE

If any section, subsection, provision, clause or paragraph of this Ordinance shall be adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgement shall not affect the validity of the remaining portions of the Ordinance; and it is hereby expressly declared that every other section, subsection, provision clause or paragraph of this Ordinance enacted, irrespective of the enactment or validity of the portion thereof declared to be unconstitutional or invalid, is valid.

DATED this _____ day of _____, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Attest:

Recording Secretary

Reviewed as to Form:

John Hutt
Curry County Counsel

First Reading: August 16, 2017

Second Reading: _____

Emergency Adoption: _____

Effective Date: _____

EXHIBIT "A"

THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:

SECTION 1.18.010 TITLE

This Ordinance shall be known as Ordinance No. _____ and shall amend the Curry County Code. It may be cited as the "Powers and Duties of County Counsel in Preparing Future Additions to Ordinances, Orders or Resolutions; Delegating Authority to Correct Typographical and Scrivener's Errors".

SECTION 1.18.020 AUTHORITY

The Board of County Commissioners hereby delegates to County Counsel the following:

In preparing future supplements, changes, and additions to the Codified Ordinances, Ordinances, Orders, or Resolutions of the Board of Commissioners, or integrating amendments into code sections, County Counsel shall not alter the meaning, effect or substance of any ordinance, order or resolution, but within these limitations County Counsel may renumber said Ordinances, Orders and Resolutions, sections and parts of sections thereof, change the wording of section titles, rearrange sections or parts thereof, change reference numbers to agree with renumbered sections or other parts, substitute the proper subsection, section, or other division number, strike out figures or words which are merely repetitious, change capitalization for the purpose of uniformity, and correct manifest clerical or typographical and scrivener's errors.

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](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Discussion Transfer of Property with Curry Community Health

AGENDA DATE^a: 09/06/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 10 mins

^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 / K Duke **PHONE/EXT:** 3218 **TODAY'S DATE:** 08/29/2017

BRIEF BACKGROUND OR NOTE^b: Curry Community Health (CCH) operates in two buildings related to the county. One building is in Brookings, which CCH holds under a deed with a reversionary interest to the County. The other is rented in Port Orford. CCH would like to exchange the properties and reconvey the Brookings property to the County and obtain a deed on the Port Orford property. ORS 271.330 allows this transfer with new ownership by CCH without a reversionary interest.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

(1)None

(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: **Old Business**

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

(If Yes, brief detail) Direction to staff to draft agreement and deed documents; legal commitment later

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes No

Commissioner Sue Gold Yes No

Commissioner Court Boice Yes No

Not applicable to Sheriff's Department since they do not have a liaison

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](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Agreement - Curry County and SEIU Local Union No. 503

AGENDA DATE^a: 9/6/17 **DEPARTMENT:** Personnel **TIME NEEDED:** 10min.

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

CONTACT PERSON: Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 8/29/17

BRIEF BACKGROUND OR NOTE^b: Three Year Agreement between Curry County and SEIU Local 503 effective July 1 2017 through June 30, 2020. Need five original signature pages. Still waiting for the signature page from the union. Hopefully will have before this meeting.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

(1) 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 Need the original signature from SEIU. Return 4 original signature pages to the union and 1 original to file with the Clerk

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: **Old Business**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail) Agreement

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes No

Commissioner Sue Gold Yes No

Commissioner Court Boice Yes No

Not applicable to Sheriff's Department since they do not have a liaison

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: Current Overview - Brookings Head Start Grant - Project No. C14014

AGENDA DATE^a: 9/6/2017 **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: T Huxley **PHONE/EXT:** 3213 **TODAY'S DATE:** 8/29/2017

BRIEF BACKGROUND OR NOTE^b: Current overview of prior discussions in General Meetings and Workshops. There were two recent meetings held August 9 & 16, 2017. August 16 significant new information was provided. The purpose of this overview is to provide primary contracts affecting the county along with new information presented August 16, 2017 including reasons the City of Brookings opted to cease participation in the Community Development Block Grant (CDBG) application. Also included in the overview are comments from Orecon Coast Community Action (ORCCA) spokesperson.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE: Memorandum**

- (1)Memo August 29, 2017 - Current Overview Project No. C14014
- (2)Memo to County Counsel August 16, 2017 - Brookings Head Start Project Viability - 11 pages
- (3)Contract No. C14014 between the State of OR Infrastructure Finance Authority (IFA) and Curry County
- (4)Co-Ownership Agreement between Oregon Coast Community Action (ORCCA) and Curry County
- (5)AIA Document B141-1997 between Architect Lon L. Samuels and Curry County
- (6) Contract between CCD Business Development Corporation and Curry County

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 Thomas Huxley **Yes** **No**

Commissioner Sue Gold **Yes** **No**

Commissioner Court Boice **Yes** **No**

Not applicable to Sheriff's Department since they do not have a liaison

From: Commissioner Huxley

Date: August 29, 2017

To: Commissioners Gold & Boice; County Counsel Huttli

Subject: Current Overview – Brookings Head Start Project No. C14014 as of August 29, 2017

This memo is a review of the video topics from the August 16, 2017 Board of Commissioner (BOC) meeting related to the Brookings Head Start Project followed with selected comments/questions and a recommendation regarding the Project status. The word **Note**: in **bold text** indicates a comment, concern or observation. Attached for reference in addition to this memo are:

- (1) Memo August 29, 2017 – Current Overview Project No. C14014
- (2) Complete Packet Aug 16, 2017 - Memo - Head Start Grant WS Aug 9, 2017
- (3) CDBG Award (2) Grant Terms
- (4) Co-ownership agreement - ORCCA (Incomplete Clerk Stamped Document)
- (5) Architect - Lon Samuels Contract
- (6) Brookings Head Start CCD Grant Admin Contract

Times referred to throughout this memo are the time of day during the meeting – not the video time. Example: The meeting Aug. 16, 2017 began at 10:00 AM. 2:09 PM is 4 hours 9 minutes in the video.

Review of topics discussed during August 16, 2017 BOC meeting:

2:09 PM – Discussion of Head Start Agenda Items 13 a, b, & c began

2:16 PM – Staff with the State of Oregon have yet to be asked in writing if Curry County returns the project to the state will they be required to return funds already received and spent?

Counsel Huttli to that question: *“They have told us they don’t want to do that but that’s something they would try to do and that we technically could be on the hook to reimburse them roughly a hundred thousand dollars.”*

Commissioner Huxley to Huttli: *“... that question has not been asked and received in writing?”*

Huttli to Huxley: *“Let me see if it has (checking on his computer). I’ll have to check my emails. It may actually be in writing. To the extent that email is a writing. I mean is an email good enough for a writing?”* No communication was located.

2:20 to 2:30 PM – Huxley read from documents received August 14, 2017 from the City of Brookings on their application and involvement for the Head Start Grant beginning in August 2012. In late March 2013 the City ceased participation in the Community Development Block Grant (CDBG) application for the Head Start program. Those reasons were addressed in a Brookings Council Agenda Report March 25, 2013.

Also provided with the report was a January 23, 2013 news article titled “Local Head Start grant tied to civil rights rule” explaining that as a condition, the City would be required to adopt a policy concern

the police departments use of excessive force in civil rights demonstrations to get the grant. The news article continued that the City had concern the current Brookings Police Department's 412-page policy manual did not include this new federal requirement.

- Brookings City Staff had repeatedly requested that ORCCA (Oregon Coast Community Action) and/or CCD (CCD Business Development Corporation) provide a subgrantee agreement whereby ORCCA would be responsible for managing the project and accepting all non-compliance risks.

March 18, 2013 Brookings staff participated in a telephone call at the request of the Oregon Infrastructure Finance Authority (IFA) representing the State of Oregon in the grant application. Also participating were representatives with ORCCA and CCD. IFA staff advised City Staff that: (taken directly from the March 25, 2013 City of Brookings Council Agenda Report)

- *The City would be required to be the initial owner of the property, and that the property would be re-conveyed to ORCCA after the renovation work was completed.*
- *The City is responsible for budget compliance: we (the City) had no role in preparing the budget.*
- *The City would be required to manage the construction, including all bidding, labor compliance and construction inspection. Nothing was included in the grant budget to pay for this cost.*
- *The \$25,000 listed in the budget for administration will actually go to CCD as they will be providing all of the parties with technical assistance for federal contract compliance.*
- *The City will need to prepare and adopt:*
 - a. A "Limited English Proficiency Plan"*
 - b. A "Section 3 Plan" (see attached).*
- *If the property ceases to be used as a Head Start program facility at anytime within five years after completion of the renovation project, the City would be required to return the grant funding.*

Note that ORCCA's total contribution to the project is \$1,000.

Thus, under the project as now defined:

- *ORCCA ultimately receives title to a property valued at \$1.5 million.*
- *CCD is fully compensated for "administration."*
- *SWOCC (Southwestern Oregon Community College) receives \$313,000 as the property sales price.*
- *175 "people" would be served by the renovated facility.*
- *The City...handles all construction management, adopts new federally-mandated policies, assumes all of the risk for failure of the program...and receives no compensation.*

Note: Since executing Contract #C14014 with the State of Oregon February 4, 2015 the county has simply absorbed many of the costs above which were of concern to the City of Brookings.

2:38 PM – The question as to whether SWOCC has received any other offers for the property currently utilized by Head Start has repeatedly been raised during discussions but, never directly in writing to SWOCC.

2:42 PM – An email dated March 19, 2013 referred to in the March 25, 2013 Council Agenda Report was located, read and entered into the record August 16, 2017. The email was from Mr. Lehman with ORCCA. The following statements were part of the email:

"I truly appreciate Mr. Milliman's concern about finances. From ORCCA's standpoint, there is not a lot of financial benefit in this project for us."

2:52 PM – Mr. Lehman with ORCCA began with various comments over several minutes.

2:56 PM – Mr. Lehman: ***"I take full responsibility. At some stage it came in on my plate. These CDGB Grants, that's the nature of this beast. And if you were going to tell me today we're going to do this again I would probably run from it because it is a very onerous project."***

2:57 PM – Lehman: ***"Frankly to be blunt about it Brookings was probably smart to say we don't have the where-for-all to do this."***

2:58 PM – Lehman speaking about the architect invoices if the county rejects the contract: *"One of the things that got sideways last time is the architect that the county hired came in and went down to the Head Start facility and started working with them. Well we probably ended up a structure designed by Head Start teachers and we added a bunch of stuff in there and again one of these I take responsibility for."*

Note: Mr. Lehman made a good case for the original architect that their \$40,000 (approximate) in past due invoices to the county are legitimate.

2:59 PM – Lehman to Huxley: *"I agree Commissioner Huxley if you were starting here today and I was your county counsel I'd say run, run and hide, don't poke your head up this is a process. But we're mid-stream."*

We're (ORCCA) on the hook for the \$85,000 for the architect or \$80,000 for the architect whatever that is. You pointed out in the Work Session (8/9/2017) that we're on the hook for any other cost that goes into the structure. I fully know that. That's what kabashed the first stint when I said, I can't agree to an unlimited budget and that adds up to one hundred, two hundred thousand dollars for water runoff issues. I don't have that wherewithal.

I'm confident sitting here today if things come in we can handle it. I'm convinced of that. In the end we'll own a nice facility. It will be a benefit to us. I realize we're getting it essentially for nothing."

Note: \$150,000 into a \$1,600,000 project is NOT mid-stream

3:02 PM – Lehman: *"I think also probably Mr. Huttli appreciates the complexity of this or maybe more than his predecessor did. That didn't know just how complex this is."*

Lehman: *"But one thing I would say is I really, I'll be honest with you. I've been involved in conversations with the state. I don't know that they'll come back at your for a hundred thousand dollars."*

3:20 PM – Huttli balking at directly asking the state if they would require the county to repay all grant funds expended if they were to return the project to the state: *"...the prior board of commissioners approved this project and I think it was with the knowledge that the City of Brookings did walk away from it. So some policy decision makers made the decision to go forward with this knowing Brookings didn't."*

Huxley did NOT know this until August 14, 2017.

Note: When did Counsel Huttl Learn of the reasons the City of Brookings chose to cease participation in the Community Development Block Grant (CDBG) application for Brookings Head Start?

3:30 PM – Counsel Huttl requested a motion to indefinitely ‘Table’ Agenda Items 13 b, c, & d.

Vote was 2 to 1

Commissioners Huxley & Gold voted YES: Commissioner Boice voted NO:

Comments/Questions - Brookings Head Start Project - C14014:

1) Mr. Lehman’s comment at 2:56 PM regarding Contract C14014 “...*it is a very onerous project.*”

Note: Four of the eight pages in Contract C14014 contained dozens of sub-sections of federal regulations (**talons**) the Recipient (Curry County) shall abide by as a condition of receiving the grant. Many of the sub-sections in turn mandated compliance to multiple federal regulations. Section 5: “Recipient’s Covenants – Compliance with Laws” consumed two pages and 19 sub-sections. Section 6: “Other Covenants of Recipient” also consumed two pages and 17 sub-sections. Sub-section “J” is the requirement referred to in the January 23, 2013 news article. Contract C14014 also includes eight pages of Exhibits with additional requirements placed on the Recipient.

2) To the request at 3:30 PM by Counsel Huttl to indefinitely ‘Table’ Agenda Items 13 c & d:

Note: Were the proposed contracts in Agenda Items 13 c & d compliant with Contract C14014 Exhibit A. 2)? “All Project-related contracts must be received by IFA ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project related bid documents must be received by IFA at least ten (10) days before they are advertised.”

3) Exhibit A: Special Conditions of Award: Community Facility Grant: #11. Special Project Conditions: “The Recipient must submit a grant administration plan to IFA with its return of the Contract to IFA. IFA’s obligations are conditioned upon approval of such a plan, and Recipient may not conduct Project activities unless IFA has approved such plan.”

Note: Where is the plan? It was not provided on a ‘Common’ drive with all contract documents.

4) Contract between Curry County and CCD Business Development Corporation: “Grant Administration for the Purchase and Renovation of the Brookings, Oregon Head Start Facilities Project.” Services to be provided: Nine items (A to L) are listed.

The Contract title along with item C: "Monitor project progress against grant scope of work and budget, report to County staff and elected officials, as appropriate" would indicate the contractor (CCD) was the Grant Administrator and responsible for administration of the Grant. There is one caveat: There are multiple references to the contractor (CCD) working with the Project Manager.

Under Section 15 – "Notices, Bills and Payments and Miscellaneous Provisions" there are contact names and addresses for both the Contractor and the County.

Note: Who is the Project Manager? The fact that the Architect notified the county over one year into their contract that they had incorrectly marked up pass thru invoices for consultants indicates no one was monitoring conformity to contracts and agreements.

Furthermore, the fact that the architect used their own contract vs. one approved by the IFA and, filled in the contract amount for \$16,000 more than the maximum budget in the Contract between the county and the State of Oregon is a sign nobody was paying much attention to anything.

Final confirmation that nobody was paying any attention is evidenced by IFA Disbursement Requests in 2017 still showing Estimated Project Completion Dates of 2015 and mostly blank fields under Results Achieved.

5) Co-Ownership Agreement between Oregon Coast Community Action (ORCCA) & Curry County

- a.** Recitals – F: "ORCCA has agreed to fund all costs of the construction of the Property not paid by the Grant as well as all other costs of the Project."
- b.** Section 1.2: County shall be the Manager of the Property.
- c.** Section 3.1: Duties of the Manager continue for 1 ½ pages and end with 1 (e): the Manager will serve without fee.
- d.** Section 4.3: Compliance with CDBG Grant. See Mr. Lehman's **CDGB** comments at 2:56 PM.

Note: The County should request legal interpretations of **5) a.** above. Various financial assurance/guarantee mechanisms used in such situations need to be explored only if there is agreement to continue with the Project.

Recommendation:

Given the new information provided by the City of Brookings and further review of existing contracts, public testimony from Mr. Lehman August 16, 2017 and, review of recent IFA Disbursement Requests by CCD, my previous positions on the subject remain because:

- There has been **NO** Project Management of Contract C14014 since the projects beginning
- There is **NO** budget for a Project Manager
- There has been unsatisfactory administration of Contract C14014
- Given what was learned August 16, 2017 County losses to date exceed \$150,000.
- County losses continue to mount with every non-reimbursable hour spent discussing the subject.

The Head Start Grant should be returned to the State of Oregon.

Date: August 16, 2017

From: Commissioner Huxley

To: County Counsel HuttI

Subject: Brookings Head Start Project Viability; Workshop August 9, 2017; City of Brookings participation in the Community Development Block Grant Application - Head Start program.

Review of video of the August 9, 2017 Curry County Board of Commissioner Workshop resulted in just one conclusion. You don't grasp the concept that the first critical item in a project totally dependent on the successful purchase/acquisition of a specific property (and building) is the purchase of the property within budget. You don't expend approximately \$150,000 on redesign of the property before first obtaining a thorough inspection of the existing property and structures and second, successfully purchasing the property. To say (*"Let's say we get to that point and we inspect it and find a bunch of problems. I think we could get out of the purchase and acquisition."*) as you did August 9, 2017 is simply upside down! Add to this an additional Architectural contract for \$85,000.

You presented a similar message several times during the workshop with regard to a purchase/sale agreement with the property owner. About thirty minutes into the workshop you stated *"Once we get into the agreement there's some, there's some outs for us in the typical property purchase agreements. It's all subject to inspection. At that time we would perform a more thorough building inspection."*

The following three areas are the subject of my comments.

A. Critical points discussed August 9, 2017

- State did not accept the recent realtor appraisal letter of value
- Subject property is owned by Southwestern Oregon Community College (SWOCC)
- (SWOCC) may have other offers for the property (Question: If so, for how much?)
- Five people went to inspect the building in question about two weeks ago

Eric Hanson, county maintenance supervisor participated in the inspection. Below are some of his comments made during the workshop while referencing photographs taken during the 'inspection'.

- *"There are some huge issues I need to bring to your attention"*
- *"Smoke fire life safety devices; half of them were inoperable just from a lack of maintenance"*
- *"We need to bring it up to code before someone gets hurt"*
- No ADA bathrooms
- Exposed power outlets with wires hanging out
- Room dividers fall right over if you lean on them
- Could only locate one fire extinguisher in the building
- Exposed fluorescent bulbs with no protective covers

Hanson concluded saying this was the first time he had been in the building when there were not at least sixty (60) kids present.

My reaction to the comments provided by Hanson and, the photographs presented was and remains; how on earth was Oregon Coast Community Action (ORCCA) able to obtain approval to occupy the building in this condition? Moreover, how would in this case ORCCA knowingly allow small children to be present in the building on a daily basis? Who provides liability coverage on this property?

B. Direction for you to contact the State of Oregon - consequences for termination of the Grant

About 2:20 PM into the discussion (continued from the morning) Commissioner Gold addressed you stating *"I think before we make a decision we need to know what are the consequences if we terminate the grant."*

I promptly reaffirmed the request from Gold to contact to State of Oregon and advise the board of their response to eliminate any speculation.

C. City of Brookings participation in the Grant Application for the Head Start Program

About 2:30 PM the counties understanding of the history of attempts by ORCCA to apply for a Community Development Block Grant to fund the acquisition and remodel of a building owned by SWOCC for use as a Head Start facility was discussed.

- ORCCA first approached the State of Oregon – was advised they could not apply directly
- ORCCA approached the City of Brookings and the city declined to participate
- ORCCA approached the county and the county agreed to participate

My response was that I had heard the same thing but had never seen anything in writing to that effect. I then offered that the City of Brookings had staff with experience applying for grants and the talent to administer the grants. If the county understanding above was correct, perhaps that is why they declined to pursue this particular grant.

August 14, 2017 Brookings City Manager Milliman was contacted and asked if the city did initially decline to apply for the Grant and if so, why. Milliman promptly responded that the City was well into the grant application when they withdrew. He provided the following attachments.

- Brookings City Council Agenda Report (CAR) March 25, 2013
- News article January 23, 2013 titled "Local Head Start grant tied to civil rights rule"

Also referenced in the March 25, 2013 CAR – Email from ORCCA Executive Director Michael Lehman, dated March 19, 2013 (email content is appalling)

Reasons identified in the CAR for the Brookings ending participation were extensive and included:

- ORCCA's total contribution to this project is \$1,000
- ORCCA ultimately receives title to a property valued at \$1.5 million
- The City...handles all construction management, adopts new federally-mandated policies, assumes all of the risk for failure of the program...and receives no compensation.

As stated previously, Head Start Grant Contract # C14014 needs to be returned to the State.

From: Gary Milliman [gmilliman@brookings.or.us]
Sent: Monday, August 14, 2017 1:39 PM
To: Thomas Huxley
Subject: RE: Question - Re: 2015 Brookings Head Start Grant - Contract No. C14014:

Tom...

The City was well into the grant application process when we withdrew. See attached Head Start CAR. It seemed we were constantly learning about new conditions/assurances (like the one described in the attached news clip).

Gary Milliman
City Manager, MPA/USC, CCM/ICMA
City of Brookings
898 Elk Drive
Brookings, OR 97415
541-469-1101 | Fax 541-469-3650



From: Thomas Huxley [mailto:huxleyt@co.curry.or.us]
Sent: Monday, August 14, 2017 1:14 PM
To: gmilliman@brookings.or.us
Subject: Question - Re: 2015 Brookings Head Start Grant - Contract No. C14014:

Gary,

On several occasions there has been mention that early on and prior to any Grant award of the Head Start project, the City of Brookings declined to pursue the project. I have never seen any document confirming this.

This was again mentioned by Counsel HuttI during the Curry County Workshop August 9, 2017 during his comments on the current status of the project (Grant Contract No. C14014).

Question: To your knowledge did the City of Brookings initially decline to apply for the Grant and if so, why?

Thanks,

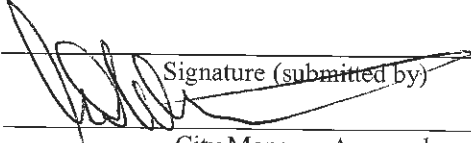
Tom Huxley
Curry County Commissioner

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 25, 2013

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Community Development Block Grant/Head Start Project

Recommended Motion:

Alternate 1: Motion to cease participation in the Community Development Block Grant (CDBG) application for the Brookings Head Start program.

Alternate 2: Motion to authorize Mayor to sign revised CDBG application for the Brookings Head Start program with the understanding that the City may withdraw its application unless an agreement acceptable to the City is approved transferring all responsibility for project administration, budget compliance, state/federal program management requirements, general liability and responsibility for reimbursement of the project is not used for Head Start purposes to Coos Curry Douglas Business Development Corporation and Oregon Coast Community Action and, further, authorizing the City Manager to provide sufficient staff resources to administer the construction of the project at the City's expense.

Financial Impact:

Undetermined at this time. This matter was only brought to the City's attention two days prior to the City Council agenda deadline and staff has not had the opportunity to fully investigate the costs associated with managing this project.

Background/Discussion:

At the request of Oregon Coast Community Action (ORCCA) the City submitted an application for federal funding under the Community Development Block Grant (CDBG) program to fund the \$1.5 million acquisition and renovation of a building in which a Head Start program would be conducted. The property in question is the former Southwestern Oregon Community College (SWOCC) at 420 Alder Street. ORCCA and Coos Curry Douglas Business Development Corporation (CCD), which paid for the application preparation, proposed that the City serve as the "pass through" public agency as ORCCA is not eligible to receive CDBG funds directly.

The City Council approved the application and it was first submitted in August, 2012 (see attached). During two rounds of review of the application by the Oregon Infrastructure Financing Authority (IFA), the application was either rejected or delayed as issues such as asbestos abatement and City policies relating to use of force at civil demonstrations were resolved. SWOCC has agreed to complete the asbestos abatement at their own cost.

In late February new issues were raised by IFA regarding ownership of the project and assurances by the City that the property would be used for Head Start purposes for the next five years. The new deadline for resubmitting the application is March 29, 2013.

City Staff has repeatedly requested that ORCCA and/or CCD provide a subgrantee agreement whereby ORCCA would be responsible for managing the project and accepting all non-compliance risks, and the City's role would be limited to receiving and remitting the CDBG funding for the project to ORCCA and CCD for purchase, construction and administration.

On March 18, 2013, City Staff participated in a telephone call at the request of IFA with representatives of ORCCA, CCD and IFA concerning this project as City Staff has become concerned about the continuing delays and expansion of City responsibilities with respect to the project. IFA representatives advised City Staff that:

1. The City would be required to be the initial owner of the property, and that the property would be re-conveyed to ORCAA after the renovation work was completed.
2. The City is responsible for budget compliance; we had no role in preparing the budget.
3. The City would be required to manage the construction, including all bidding, labor compliance and construction inspection. Nothing was included in the grant budget to pay for this cost.
4. The \$25,000 listed in the budget for administration will actually go to CCD as they will be providing all of the parties with technical assistance for federal contract compliance.
5. The City will need to prepare and adopt:
 - a. A "Limited English Proficiency Plan"
 - b. A "Section 3 Plan" (see attached).
6. If the property ceases to be used as a Head Start program facility at anytime within five years after completion of the renovation project, the City would be required to return the grant funding.

Note that ORCCAs total contribution to this project is \$1,000.

Thus, under the project as now defined:

1. ORCCA ultimately receives title to a property valued at \$1.5 million.
2. CCD is fully compensated for "administration."
3. SWOCC receives \$313,000 as the sales price for the property.
4. 175 "people" would be served by the renovated facility.
5. The City...handles all construction management, adopts new federally-mandated policies, assumes all of the risk for failure of the program...and receives no compensation.

If the City is to assume construction management for this project, the responsibility would rest primarily with the Public Works/Development Services Department which is already operating at capacity. The Building Officials would serve as project manager, but other employees would be involved in advertising and selecting an architect and contractor. We may need to augment staff to accomplish this function. Some attorney cost would be needed relating to contract agreements.

Attachment(s):

- a. April 27, 2012, CAR.
- b. Page 2 of a typical "Section 3 Plan."
- c. Email from ORCCA Executive Director Michael Lehman, dated March 19, 2013

Local Head Start grant tied to civil rights rule

Curry Coastal Pilot – Wednesday, January 23, 2013

<http://www.currypilot.com/news/4305695-151/local-head-start-grant-tied-to-civil-rights>

The city of Brookings is applying for a federal Community Development Block Grant to remodel the old Southwestern Oregon Community College site on Pine Street to a Head Start facility - but has to adopt a policy concerning the police department's use of excessive force in civil rights demonstrations to get it.

The connection is vague, said Brookings City Manager Gary Milliman.

The Brookings Police Department has a 412-page policy manual that is updated from time to time, and this new federal requirement is not included in the manual.

"The frustration with us is that we contract with a national company that updates the policies that are vetted nationally for any number of standards: shooting, driving, use of firearms, force - and hundreds of agencies adopt," Milliman said.

"This policy isn't included at all. Some congressional committee tagged it onto a bill. And we went through the whole grant process and it didn't come up until virtually everything was done."

The wording will be soon be adopted by the Brookings City Council in a resolution to abide by the new requirement:

1. The use of excessive force by the Brookings Police Department shall not be used against any individuals engaged in non-violent civil rights demonstrations.
2. The city shall enforce applicable state and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of non-violent civil rights demonstrations within the city.

Milliman joked that he doesn't expect to see a demonstration regarding Head Start.

The former college site needs extensive remodeling, and officials soon determined it would not be feasible for the city to spend up to \$100,000 to make it work for Head Start classrooms.

The Community Development Block Grant (CDBG) is a federally-funded program administered by the Oregon Infrastructure Financing Authority. Funding can be used for public facilities and housing improvements, primarily for people in the low- and moderate-income bracket.

The Oregon Community Action would be in charge of acquiring and remodeling the facility.

Brookings is generally not eligible for such funding because the median income here exceeds requirements, but Head Start can meet those criteria because the majority of its clients fall within the grant guidelines. The Oregon Community Action group estimates all of those who will benefit from Head Start would be of low to moderate income.

The proposed Head Start program will serve about 175 people annually, including at least 52 children and their families.

The Head Start program promotes school readiness for children ages 3 to 5 by providing comprehensive education, health, nutrition and social services.

According to the Head Start website, parents play a large role in the program, both as primary educators of their children and as participants in administering the program locally. The program provides pre-literacy and literacy experiences in a multi-cultural environment. Parents are also provided social services, including assistance with childcare.

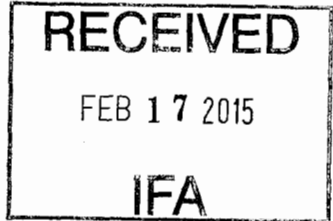
Gary Milliman

From: mlehman@orcca.us
Sent: Tuesday, March 19, 2013 5:17 PM
To: Eileen Ophus
Cc: t.loomis@ccdbusiness.com; Bryant A; Margaret Barber; Gary Milliman
Subject: Brooking Head Start

Eileen - thank you for the update. Having just come out of County government, I truly appreciate Mr. Milliman's concern about finances. From ORCCA's standpoint, there is not a lot of financial benefit in this project for us. We get a new building that will be great to operate out of. But, it does nothing for our balance sheet nor impact our operational costs.

The biggest thing it does for us is to give us a permanent structure to operate out of which does a good job of assuring that we will be offering Head Start in the Brookings community for many years to come. I am sure that if this deal falls through we will find location to rent. However, at some point in the future, without a permanent base of operation, it may be difficult to continue to provide Head Start in the Brookings Community.

Again, I truly understand that the City of Brooking may need to pull the plug on this project. We will continue to look for a permanent location in the community.



4937

STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT CONTRACT

“Brookings Head Start”

This Contract, number C14014, dated as of the Effective Date (as defined below), is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority (“IFA”), and Curry County, Oregon (“Recipient”).

The parties agree as follows:

SECTION 1: CONTRACT

This Contract shall include the following, which are by this reference incorporated herein and which, in the event of inconsistency between any of the terms, are to be interpreted in the following order of precedence:

- A. this Contract without any Exhibits;
- B. Special Conditions of Award, attached as Exhibit A;
- C. Recipient’s Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying, attached as Exhibit B and Exhibit C, respectively;
- D. A description of the project approved by IFA (the “Project”), attached as Exhibit E; and
- E. Approved Project budget showing breakdown of sources of funds, attached as Exhibit D, which supersedes any prior drafts of the Project budget, including, but not limited to, the Project budget that is in Recipient’s application dated 29 September 2014 (“Application”).

SECTION 2: GRANT

In reliance upon Recipient’s Application and Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying as described in Exhibit B and Exhibit C, respectively, and subject to the terms and conditions of this Contract, IFA agrees to provide Recipient funds in the amount of **\$1,640,163.23**, the use of which shall be expressly limited to the Project and the activities described in Exhibit E. The use of these funds is also limited to the approved Project budget in Exhibit D and subject to the Special Conditions of Award in Exhibit A.

Subject to the terms and conditions of this Contract, including but not limited to the authorization described in Section 3 below, IFA shall disburse the grant funds to Recipient on an expense reimbursement basis after IFA’s receipt and approval of disbursement requests from Recipient, each on a disbursement request form provided by IFA.

SECTION 3: FURTHER AUTHORIZATION

In addition to the requirement in Section 2 for Recipient to obtain IFA’s approval for its disbursement request which shall be on the form provided by IFA, the obligation or expenditure of funds by Recipient for the approved activities described in this Contract is prohibited without the further express written authorization of IFA, except that such funds may be obligated or expended by Recipient for activities that are exempt as specified in 24 C.F.R. §58.34 (2003), provided that each exempt activity or project meets the conditions specified for such exemption under the cited section.

SECTION 4: PROJECT COMPLETION DATE; EFFECTIVE DATE

- A. The approved grant activities **must be completed within 36 months** from the Effective Date (“Project Completion Date”). This Contract shall become effective on the date (“Effective Date”) this Contract is fully executed and approved as required by applicable law.
- B. By the Project Completion Date, all Project activities must be completed (except for the submission of the project completion report on a form provided by IFA), and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted. Unless exempt from OMB Circular A-133, the audit for the final fiscal year of the Project shall be submitted to the Oregon Business Development Department as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Date.

SECTION 5: RECIPIENT’S COVENANTS - COMPLIANCE WITH LAWS

- A. Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following:
- (1) Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the “Act”) and with all related applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
 - (2) Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
 - (3) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). Recipient shall cause or require the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000 for Section 3 covered construction projects receiving more than \$200,000 under this Contract.
 - (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (2005);
 - (5) Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-333 (1994), and all regulations promulgated pursuant thereto and all other applicable federal laws and regulations pertaining to labor standards.
 - (6) ORS 279C.815 that in certain cases requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on projects in Oregon. Recipient will obtain applicable rates to be paid to workers and other requirements of ORS 279C.815 from the Oregon Bureau of Labor and Industries.
 - (7) Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).

- (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
 - (9) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996)
 - (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
 - (11) Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
 - (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
 - (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
 - (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.1-35.98 (1997).
 - (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157 (1994).
 - (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
 - (17) ORS §§294.305-294.565 (1997) and other applicable state laws for county and municipal administration.
 - (18) Special program and grant administration requirements imposed by IFA related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and IFA's 2014 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcome Performance Measurement Reporting" by Recipient.
 - (19) Economic benefit data requested by IFA from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Date. Upon such request by IFA, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.
- B. When procuring property or services to be paid for in whole or in part with Community Development Block Grant ("CDBG") funds, Recipient shall comply with the Oregon Public Contracting Code (ORS Chapters 279A, 279B, and 279C, as applicable), Chapter 137 (Divisions 046, 047, 048 and 049) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable. The State of Oregon model rules for public bidding and public contract exemptions shall govern procurements under this Contract if Recipient or its public contract review board does not adopt those, or similar, rules. If Recipient or its public contract review board has adopted similar rules, those rules shall apply.

All employers that employ subject workers who under this Contract in the State of Oregon shall comply with ORS §656.017 and provide the required Worker' Compensation coverage, unless such employers are exempt under ORS §656.126. Contractor shall insure that each of its subcontractors comply with these requirements.

SECTION 6: OTHER COVENANTS OF RECIPIENT

A. The activities undertaken in this grant must meet one of three national objectives established by the U.S. Congress. Recipient covenants the activities it will undertake with the grant will meet the following national objective (check one):

- (1) Activities primarily benefitting low- and moderate-income persons; (24 C.F.R. 570.483(b))
- (2) Activities which aid in the prevention or elimination of slums and blight; (24 C.F.R. 570.483(c))
- (3) Activities designed to meet community development needs having a particular urgency; (24 C.F.R. 570.483(d))

B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations.

Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions the certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

D. Recipient shall insert a clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding.

E. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. Recipient acknowledges and agrees that IFA and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and

their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Audits shall be conducted annually in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) *as amended by* Pub. L. 104-156, §§1-3, 110 Stat. 1397 (1996) and the regulations promulgated pursuant thereto, 24 C.F.R. §§44.1-44.18 (1997), and the Office of Management and Budget (“OMB”) Circular A-133, 24 C.F.R. §§45.1-45.5 (1997). Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Recipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with state and local requirements concerning the privacy of personal records.

- F. The grant made pursuant hereto shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing.
- G. Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or
 - (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Recipient certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).
- H. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994) (“NEPA”), and such other provisions of law that the applicable regulations specify that would otherwise apply to HUD federal projects, in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipients will perform reviews in accordance with 24 C.F.R. §58 (2003) and the other federal authorities listed at 24 C.F.R. §§58.5 (2003).
- I. All non-exempt Project activities must be reviewed for compliance with 36 C.F.R. §§800.1-800.15 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
- J. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
- K. Recipient shall execute, and shall cause its first tier contractors or subrecipients receiving subcontracts exceeding \$100,000 to execute and file with Recipient, the certification set forth in Exhibit C hereof.

- L. No lead-based paint will be used in residential units.
- M. Recipient shall provide to IFA documentation of Recipient's efforts and results in meeting the performance measures contained in IFA's 2014 Program Guidelines (Method of Distribution). Recipient's accomplishment of such performance measures or its failure to do so will be considered by IFA when awarding future grants.

SECTION 7: DETERMINATION

IFA has made the determination that Recipient is a subrecipient, in accordance with OMB Circular A-133 and Section .102 of Oregon Accounting Manual 30.40.00.P0 (effective April 2, 2007). Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

SECTION 8: TERMINATION

- A. IFA reserves the right to terminate this Contract immediately upon notice to Recipient:
 - (1) if Recipient fails to perform or breaches any of the terms of this Contract; or
 - (2) if Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract; or
 - (3) if IFA, the Oregon Business Development Department or the Oregon Community Development Block Grant Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to carry out the terms of this Contract; or
 - (4) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the grant made pursuant to the terms of this Contract or payments to be made hereunder are prohibited.
- B. IFA may impose sanctions on Recipient for failure to comply with provisions of this Contract or OAR Chapter 123, Division 80. When sanctions are deemed necessary, IFA may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the Contract and recover all funds released prior to the date of notice of cancellation.

SECTION 9: MISCELLANEOUS

- A. IFA's obligations are subject to receiving, **within 60 days of receipt**, this Contract, duly executed by an authorized officer of Recipient, and such certificates, documents, opinions and information that IFA may reasonably require.
- B. IFA and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- C. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, certified or registered mail, postage prepaid, to IFA or Recipient at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 9.C. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against IFA, such facsimile

transmission must be confirmed by telephone notice to the IFA/Oregon Business Development Department at 503-986-0123. Any notice by personal delivery shall be deemed to be given when actually delivered.

- D. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- E. This Contract and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of IFA to enforce any provision of this Contract shall not constitute a waiver by IFA of that or any other provision.

Recipient, by the signature below of its authorized representative, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority

CURRY COUNTY

775 Summer Street NE, Suite 200
Salem, OR 97301-1280
Phone 503-986-0096

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

By: Robert Wurt FOR:
Paulina Layton, Manager
Program Services Division

By: Susan Brown
The Honorable Susan Brown, Chair

Date: 6/9/15

Date: February 4, 2014

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/Lynn T. Nagasako as per email dated 14 January 2015
Lynn T. Nagasako, Sr. Assistant Attorney General

- Exhibit A: Special Conditions of Award
- Exhibit B: Certification of Compliance
- Exhibit C: Certification Regarding Lobbying
- Exhibit D: Project Budget
- Exhibit E: Project Description

EXHIBIT A: SPECIAL CONDITIONS OF AWARD: COMMUNITY FACILITY GRANT

Special conditions for a CDBG grant are set forth below, applicable as determined by the nature of the Project.

1. All matching funds must be secured in writing within four (4) months following the Effective Date of this Contract or the Contract may be terminated. In any case, IFA will not disburse CDBG funds until Recipient provides IFA with evidence that all Project matching funds have been received by Recipient.
2. All Project-related contracts must be received by IFA ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project-related bid documents must be received by IFA at least ten (10) days before they are advertised.
3. Where the approved Project budget includes local funds and CDBG funds for a specific line item activity, those local funds must be expended before Recipient can request CDBG funds for the activity, unless otherwise authorized by IFA.
4. Any local funds remaining in an approved non-construction budget line item when that line item activity is completed shall be transferred to the construction line item and shall be expended in accordance with paragraph 3 hereof.
5. Prior to the approval of the first drawdown of grant funds for this Project, Recipient shall provide the following to IFA:
 - a. Copy of an adopted Fair Housing resolution and evidence that this resolution has been published within six (6) months prior to the grant drawdown.
 - b. Copy of a completed self-evaluation checklist required by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) or the Americans with Disabilities Act of 1990, 42 U.S.C. §§12111-12213 (1994).
6. Prior to approval of the first disbursement of grant funds for a construction line item of this Project, Recipient shall provide the following to IFA:
 - a. Evidence that all contractors have been informed of the applicable labor standards requirements for this Project. If the Project has a general contractor, notes or minutes of the preconstruction conference or meeting signed by the general contractor will be required. If Recipient is acting as general contractor and no preconstruction conference is held, Recipient shall submit a preconstruction checklist signed by each specialty contractor.
 - b. Notice of the Start of Construction which includes the Project name and location, date of bid opening, date of award, name of general contractor, and the number of the applicable federal Davis-Bacon wage decision included in the construction contract. If there is no general contractor, a notice shall be completed for each specialty contract.
 - c. Copies of the required certified payroll reports from the general contractor and subcontractors whose work is covered by the disbursement request on a form provided by IFA.
7. If Recipient has received more than one CDBG grant per program year or has more than one open grant, Recipient must undertake at least one activity, in addition to adopting and publishing a Fair Housing resolution, to promote fair housing opportunities in its community.

8. a. Change of Use Requirements.

The following condition shall be in effect until five (5) years following the date of issuance by IFA of a Certificate of Completion for this Project:

- (1) The real property or facility acquired or improved in whole or in part under this Contract shall be operated and maintained for the purposes described in Exhibit E or for other purposes which meet one of the national objectives of the Community Development Block Grant Program and which are eligible under Section 105 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5305 (1994).
- (2) Any change in use of the facility or disposition of property acquired or improved with CDBG funds must be made in accordance with the standards provided in 24 C.F.R. 570.489(j) (1997).
- (3) In the case where Recipient is not and will not be the owner of the real property or facility being improved with grant funds hereunder, Recipient is responsible for ensuring that the owner of the real property or facility complies with paragraphs 8.a.(1) and (2) above. As a condition of using grant funds under this Contract to improve any such real property or facility, Recipient shall cause the owner of such real property or facility to duly execute and record a trust deed against such real property in favor of Recipient, which trust deed shall be in form and substance satisfactory to IFA.

b. The following language must be included in any contract which transfers the property from Recipient to another party:

“It is understood and agreed that this conveyance is made and accepted, and the realty is transferred, on and subject to the covenant, condition, restriction, and reservation that the realty must continue to be used for [INSERT THE APPROVED USE OF THE PROPERTY] or for another eligible use under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§5301-5321 (1994).

This covenant, condition, restriction, and reservation shall apply to and run with the conveyed land. If the realty is not used for the above purposes, then all the right, title, and interest in and to the described property and to the improvements on such property, shall revert to and revest in [Recipient NAME] or its successors and assigns, as fully and completely as if this instrument had not been executed.

No reversion shall render invalid or operate in any way against the lien of any mortgage or deed of trust given with respect to the conveyed realty in good faith, and for value; and on any such reversion [Recipient NAME] shall take title to the conveyed realty subject to any such mortgage or deed of trust. Provided, however, that should any such mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of the conveyed realty, shall be subject to and bound by all the restrictions contained in this instrument; and further provided, that [Recipient NAME] may enforce any covenant, condition, and restriction by any other appropriate action at its sole option.”

- c. The following language must be included in any deed that transfers the property from Recipient to another party:

“This deed is subject to all covenants, restrictions, and agreements of record that are made a part of this deed by reference, including the [INSERT NAME OF DOCUMENT OF SALE OR TRANSFER] which by this reference is incorporated herein, as though such covenants, restrictions, and agreements were fully set forth in this deed. Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions, and covenants set forth in this instrument.”

9. Recipient shall obtain as-built drawings for buildings that will be available for use by the public.
10. Recipient shall collect and maintain documentation satisfactory to IFA that the community facility meets the national objective of principal benefit to low- and moderate-income persons. Such documentation shall be:
 - a. Evidence that shows that the primary use of the facility is by persons who are presumed under HUD regulations for the Community Development Block Grant Program to be principally low and moderate income (e.g., elderly or handicapped persons, abused children, battered spouses, homeless persons, illiterate persons or migrant farm workers), or
 - b. Data showing the size and annual income of the immediate family of each person benefitting from the facility so that it is evident that at least 51 percent of the clientele are low and moderate income, or
 - c. Income eligibility requirements which limit the benefits of the facility exclusively to low- and moderate-income persons, or
 - d. Evidence that the benefits of the facility are available to ALL the residents in a particular area and that at least 51 percent of those residents are low and moderate income.
11. Special Condition for this Project:

The Recipient must submit a grant administration plan to IFA with its return of the Contract to IFA. IFA's obligations are conditioned upon approval of such a plan, and Recipient may not conduct Project activities unless IFA has approved such plan.

**EXHIBIT B: RECIPIENT'S CERTIFICATION OF COMPLIANCE
WITH STATE AND FEDERAL LAWS AND REGULATIONS**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to IFA from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. it has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act;
2. it possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project;
3. its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein;
4. the person identified as the official representative of Recipient in the application and the Contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf;
5. the Contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents; and
6. the Contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with their terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

1. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
2. provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
3. furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
4. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

EXHIBIT C: CERTIFICATION REGARDING LOBBYING (CDBG Awards exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Curry County

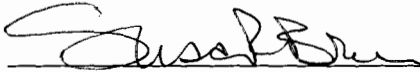
Signed 
Title Chair, Curry County
Date February 4, 2015

Exhibit D: Project Budget

| | IFA Funds | Other / Matching Funds |
|--|-----------------------|------------------------|
| Activity | Approved Budget | Approved Budget |
| Land Acquisition | \$313,000 | |
| Architectural | 133,440 | |
| Construction | 1,020,000.23 | |
| Construction Contingencies | 93,000 | |
| Labor Standards / Environmental Review | 30,000 | |
| Grant Administration | 25,000 | |
| Legal / Permits | 21,723 | |
| Construction Inspections | 4,000 | |
| BOLI Fee | | 1,000 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total | \$1,640,163.23 | \$1,000 |

EXHIBIT E: PROJECT DESCRIPTION

The Recipient shall purchase the existing 5,095-square-foot building located at 420 Alder Street in Brookings, Oregon, and remodel and renovate the facility to better serve additional children annually. The Project may include, but is not limited to:

- Adding natural light
- Climate control
- Well designed spaces that support exploration and learning
- An updated kitchen to support healthy meal preparation
- Electrical work
- A planned playground

CO-OWNERSHIP AGREEMENT
Brookings Head Start/Early Head Start Center

This Co-Ownership Agreement ("**Agreement**") is between Oregon Coast Community Action, an Oregon nonprofit corporation ("**ORCCA**") and Curry County, a political subdivision of the State of Oregon ("**County**"), collectively the **Co-Owners** and is effective upon the date last set forth below.

RECITALS

- A. ORCCA leases the land located at 420 Alder Street in Brookings, Oregon from Southwestern Oregon Community College, a copy of said Lease is attached hereto as Exhibit "A", as more particularly described as Assessors Maps 41-13-05 CB, Tax Lot 9700 and 9901, Curry County records.
- B. Southwestern Oregon Community College desires to sell and convey said property to ORCCA for the purposes set forth herein.
- C. ORCCA wishes to acquire ownership of the land then develop, renovate, and operate a Head Start/Early Head Start Center (the "**Project**") on the Land. County applied for \$1,838,000 in Community Development Block Grant (CDBG) funds from the Oregon Business Development Department's Infrastructure Finance Authority ("**the State of Oregon**").
- D. The State of Oregon awarded \$1,640,163.23 of CDBG funding to the County to purchase and renovate Head Start/Early Head Start Center under Project No. C14014 (the "**Grant**") and requires the County to own the Project through construction completion and administrative closeout of the grant.
- E. In order to comply with the Grant and in recognition of ORCCA's interest in the Project, the County and ORCCA wish to jointly acquire title to the property and hold joint title to the Project during the period of construction as co-owners (the "**Co-Owners**"). During the term of this Agreement, the County will have final authority over all Project matters and be the owner of all contracts and agreements funded in whole or in part with CDBG funds.
- F. The County will procure, manage, fully control, and have final authority over the construction of all fixtures and improvements constituting and necessary for the Project on the Land, which fixtures and improvements are hereinafter referred to as the "**Property**". ORCCA has agreed to fund all costs of the construction of the Property not paid by the Grant as well as all other costs of the Project..
- G. The County and ORCCA wish and by this Agreement agree to hold title to the Property as tenants in common under Oregon law.
- H. The Co-Owners intend to be mere co-owners of the Property during the period of construction of the Property through closeout of the Grant, and do not intend to create a partnership or other business entity with respect to the Property during that period or thereafter. The Co-Owners intend that upon completion of construction and

administrative closeout of the Grant: 1) the County shall convey its interest in the Property to ORCCA by a deed securing ORCCA's compliance with the conditions of the Grant and a bill of sale, 2) ORCCA shall thereafter operate the Property in compliance with the Grant for the benefit of people of Curry County utilizing Head and Early Head Start programs, securing performance under the terms of the "Grant" for the five (5) year time period of the CSBG requirements with a performance lien to the County .

AGREEMENT

SECTION 1 CO-OWNERSHIP and MANAGEMENT

- 1.1 Co-Ownership Information.** Each of the co-owners shall have a 50% interest in the co-tenancy. "Co-Ownership" means the tenancy in common relationship among the Co-Owners with respect to the Property, subject to the terms and conditions of this Agreement.
- 1.2 Manager.** County shall be the Manager of the Property.

SECTION 2 TENANCY IN COMMON OWNERSHIP

- 2.1 Tenancy in Common Ownership.** Each Co-Owner owns individually a physically undivided share of the Property. Each Co-Owner is entitled to share with the other Co-Owner the possession of the whole and has the associated rights, subject to the terms and conditions of this Agreement.
- 2.2 No Treatment of Co-Ownership as an Entity.** The Co-Ownership may not file a partnership or corporate tax return, conduct business under a common name, execute an agreement identifying any or all of the Co-Owners as partners, shareholders, or members of a business entity, or otherwise hold itself out as a partnership or other form of business entity. The Co-Owners may not hold themselves out as partners, shareholders, or members of a business entity.
- 2.3 No Business Activities.**
- (a) The activities of the Co-Owners, their agents, and employees, will be limited to those customarily performed in connection with the construction of the Property, whether or not the activities are performed by the Co-Owners in their capacity as Co-Owners.
 - (b) For purposes of Section 2.3(a), customary activities include but are not limited to the construction of the Property, the payment of insurance premiums payable with respect to the Property, and the performance of obligations of the Co-Ownership under this agreement.

SECTION 3 MANAGEMENT of the PROPERTY; DUTIES OF CO-OWNERS

- 3.1 Duties of Manager.** The Manager shall oversee the day-to-day operations of the Property as provided below.

- (a) the Manager will have the authority and will perform the duties set forth in this Agreement or, to the extent consistent with this Agreement, the duties prescribed by the Co-Owners;
- (b) the Manager will have full control and final authority over the Property during the term of this Agreement and will:
 - (1) procure and enter into a contract with the architect (“Architectural Services Contract”) for administration of the solicitation process for Property construction and oversight of the chosen contractor during construction;
 - (2) procure and enter into a contract with a grant administrator (“Grant Administration Contract”) for the administration of the Grant and labor standards compliance;
 - (3) procure a contractor to construct the Property, manage and oversee the construction according to the contract for construction entered into by the County (“Construction Contract”);
 - (4) obtain and maintain insurance on the Property to the extent it is not provided by another party;
 - (5) prepare minutes of the Co-Owners’ meetings and authenticate records of the Co-Ownership; and
 - (6) keep and maintain the records of the Co-Ownership;
 - (7) ensure that the Construction Contract names ORCCA as an Owner for the limited purpose of establishing ORCCA’s real property interest in the Property during the term of this Agreement and to require the Contractor and any Subcontractor indemnify ORCCA with the same indemnification they provide the County and name ORCCA along with the County as an additional insured party on the Contractor’s insurance certificates and accompanying endorsements. The Contractor shall look only to the County to perform the duties and obligations of the Owner under the Construction Contract. Except for the purposes stated above, County is the only entity entitled to exercise the rights of the Owner under the Construction Contract, ORCCA is not entitled to notice under the Construction Contract, and ORCCA has authorized the County by this Agreement to exercise all of the rights of the Owner;
 - (8) work with ORCCA to prepare and execute documents terminating this Agreement upon completion of construction and administrative closeout of the Grant.
- (c) the Manager may negotiate and execute on behalf of the Co-Owners the Construction Contract and any later modifications of the same, after consultation with the Co-Owners including a reasonable opportunity to review the terms of the Construction Contract and any later modification subject to the

limitations that the Manager obtain Co-Owners' consent to any modification that increases the time for completion of construction of the Property or that increases the total budget for the Property of \$1.4 million. Such consent shall not be unreasonably withheld and in no way shall impair the County's final authority over all project matters during the term of this Agreement.

- (d) the Manager will discharge the Manager's duties:
 - (1) in good faith;
 - (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
 - (3) in a manner the Manager reasonably believes to be in the best interests of the Co-Owners; and
- (e) the Manager will serve without fee.

3.2 Duties of Non-Manager Co-Owner. ORCCA will:

- (a) diligently pay utilities, taxes, and insurance due and owing for the Property;
- (b) deposit with the Manager all match funds for the construction of the Property; with the exception of funds being withheld by a grantor or lender until specific disbursement levels or specific conditions are reached, and thereafter promptly deposit with the Manager those funds released upon the fulfillment of any condition or the reaching of a specific disbursement level;

3.3 Actions Requiring Unanimous Approval of Co-Owners. The following actions on behalf of the Co-Ownership require the unanimous approval of the Co-Owners:

- (a) any sale, lease, or re-lease of a portion or all of the Property or entering into a contract by the Co-Ownership;
- (b) any negotiation or renegotiation of indebtedness secured by a lien on the Property;
- (c) the hiring or appointment of any Manager;
- (d) the negotiation of any management contract with respect to the Property, or any extension or renewal of such contract;
- (e) the amendment of this Agreement; and
- (f) a transaction involving an actual or a potential conflict of interest between a Co-Owner and the Co-Ownership.

3.4 Action Without a Meeting.

- (a) Action requiring the consent of Co-Owners may be taken without a meeting.

- (b) The action taken must be evidenced by one or more written consents describing the action taken, signed by the Co-Owners, and delivered to the Manager for filing with the Co-Ownership records.

SECTION 4 INDEMNIFICATION and FINANCIAL MATTERS

4.1 Indemnification. To the fullest extent permitted by Oregon law, the County shall indemnify, hold harmless, reimburse and defend ORCCA and its, officers, directors, agents and employees and the successors in interest of the foregoing (“indemnitees”), from, for and against liabilities, penalties, suits, claims, damages, losses and expenses, arising out of or in any way resulting from its failure to perform its obligations under this Agreement, the Grant, the Architectural Services Contract, Grant Administration Contract, the Construction Contract, any subcontracts under the Construction Contract, or other agreement(s) related to construction of the Property to which it is a party, whether or not such liability, penalty, suit, claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (“claim”) and regardless of whether or not such claim is caused in part by the indemnitee, but only to the extent caused by the negligent or other wrongful acts or omissions of the County, the architect or construction contractor for the Project, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or by failure of such person or entity to perform as required by its agreement with the County. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

To the fullest extent permitted by Oregon law, ORCCA shall indemnify, hold harmless, reimburse and defend the County and its commissioners, agents and employees and the successors in interest of the foregoing (“indemnitees”), from, for and against all liabilities, penalties, suits, claims, damages, losses and expenses, arising out of or in any way resulting from its failure to perform its obligations under this Agreement, or other agreement(s) related to construction of the Project to which it is a party, whether or not such liability, penalty, suit, claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (“claim”) and regardless of whether or not such claim is caused in part by the indemnitee, but only to the extent caused by the negligent or other wrongful acts or omissions of ORCCA, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, or by failure of such person or entity to perform as required by its agreement with ORCCA. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

4.2 Contribution for Expenses. The County shall contribute the CDBG funds in the amount of \$1,640,163.23 toward the cost of construction of the Property, less such funds that have been or will be paid for grant administration. However, County shall not be required to advance any of the money, but rather shall pay such funds within 30 days of County’s receipt of the money from the State of Oregon. County’s contribution under this Subsection 4.2 is contingent on ORCCA complying with all requirements of the CDBG grant and timely furnishing all documentation to the

County that the County or the State of Oregon may require. All other funds required to meet the expenses of the construction and operation of the Property including but not limited to taxes, utilities, and insurance premiums shall be contributed by ORCCA. ORCCA shall indemnify and hold the County harmless from all expenses associated with the Property including any and all obligations to third party lenders or grantors providing any funding for the Property. As Manager of the property during the term of Construction, County will ensure the construction contract contains a not to exceed amount of the total budget for the Property of \$1,640,163.23 less the cost of grant administration and architectural services. As ORCCA is responsible for all financial obligations above and beyond the \$1,640,163.23 contribution by the County; notwithstanding Section 3.1(d) the Co-Owners must consent to any increase in the not to exceed amount.

- 4.3 Compliance with CDBG Grant.** The County shall fully comply with all provisions of the Grant Contract between the County and the State of Oregon, provided that ORCCA complies with all requirements of the CDBG grant and timely furnishes all documentation to the County that the County or the State of Oregon may require.

SECTION 5 RECORDS

5.1 Records.

- (a) The Manager will keep at its principal office the following:
 - (1) all records required to be established by this Agreement; and
 - (2) a copy of this Agreement and all amendments to this Agreement.
- (b) Any Co-Ownership records are subject to inspection and copying at the reasonable request, and at the expense, of any Co-Owner during ordinary business hours.

SECTION 6 TRANSFER PROVISIONS

6.I Transfer to ORCCA

- (a) The Co-Ownership shall continue during the construction of the Property.
- (b) Within thirty (30) days following receipt of the Project Administrative Closeout letter from the State of Oregon, as defined in the grant contract and as determined by the State of Oregon, the County will sign and deliver to ORCCA a Bargain and Sale Deed and a Bill of Sale, in form and substance reasonably satisfactory to ORCCA, transferring its interest in the Property to ORCCA. The County and ORCCA will sign and deliver all other documents and take or cause to be taken all other acts that they deem necessary or appropriate to effect and carry out the transfer.
- (c) As sole consideration for the transfer, the Deed and the Bill of Sale shall contain a restriction substantially as follows:

“It is understood and agreed that this conveyance is made and accepted, and the realty and personal property is transferred, on and subject to the covenant, condition, restriction, and reservation that the realty and personal property must continue to be used for activities primarily benefiting low- and moderate-income persons, or for another eligible use under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301-5321 (1994), for a minimum of five (5) years from the date of this document. Any change of use from the approved project description must follow the change of us requirements.”

6.2 Restrictions on Alienation. No Co-Owner has the right to transfer, partition, or encumber the Co-Owner’s undivided interest in the Property without the agreement or approval of the other Co-Owner.

SECTION 7 TERMINATION

This Agreement will terminate with respect to all parties upon the earliest to occur of the following:

- (a) upon the written agreement of the parties; or
- (b) at such time as one Co-Owner owns all interests in the Property.

SECTION 8 EQUITABLE RELIEF

The parties acknowledge that the remedies available at law for any breach of this Agreement will, by their nature, be inadequate. Accordingly, each party may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained.

SECTION 9 GENERAL

- 9.1 Conflict with Laws.** Any provision of this Agreement that reasonably could be deemed to create an obligation of the County that violates Oregon public contracting laws, County ordinances, and Oregon state law, including but not limited to the Oregon constitution’s provisions concerning county debt limitations and the lending of credit by a county, and the Oregon Budget Law, is void.
- 9.2 No Assignment.** No party may assign or delegate any of the party’s rights or obligations under this Agreement to any person unless the assignment or delegation is expressly permitted by this Agreement.
- 9.3 Binding Effect.** This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.
- 9.4 Notices.** All notices or other communications required or permitted by this Agreement:

- (a) must be in writing;
- (b) must be delivered to the parties at the addresses set forth below the signature of the party or any other address that a party may designate by notice to the other party; and
- (c) are considered delivered:
 - (1) upon actual receipt, if delivered personally or by fax or an overnight delivery service; or
 - (2) at the end of the third business day after the date of deposit, if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

9.5 Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

9.6 Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

9.7 Further Assurances. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.

9.8 No Third-Party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

9.9 Termination. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination.

9.10 Survival. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

9.11 Attachments. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

9.12 Remedies. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.



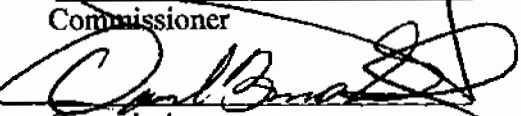
9.13 Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

9.14 Venue. Any action or proceeding arising out of this Agreement will be litigated in courts located in Curry County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Curry County, Oregon.

9.15 Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.


Signatures. This Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an

BOARD OF COMMISSIONERS
CURRY COUNTY, OREGON


Chair

Commissioner

Commissioner


6-3-2015
Date

Address:
94235 Moore Street, Suite 122
Gold Beach, Oregon 97444

Reviewed as to
Form: 
Office of County Legal Counsel

6/1/15
Date

OREGON COAST COMMUNITY ACTION, an
nonprofit corporation


Signature
Executive Director
Title
5-25-15
Date

Address:
1855 Thomas
Coos Bay, Oregon 97420

LEASE

AUG 0 8 2014

Date: July 22, 2014

Between: Southwestern Oregon Community College ("Landlord")
1988 Newmark Ave.
Coos Bay OR 97420

And: Oregon Coast Community Action ("Tenant")
1855 Thomas
Coos Bay OR 97420

Mailing address: PO Box 899
Coos Bay OR 97420

Landlord leases to Tenant and Tenant leases from Landlord the Brookings Building, located at 420 Alder Street, Brookings, Oregon (the Premises), on the terms and conditions stated below:

Section 1: Term. The term of this lease shall commence July 1, 2014 and continue through June 30, 2015 on a month-to-month basis unless either party terminates the lease by written notice to the other party not later than 30 days or a mutually agreeable date.

Section 2: Renewal Option: None

Section 3: Rent. For the period from July 1, 2014 through June 30, 2015, Tenant shall pay to Landlord as rent the sum of \$14,400.00 per year payable in equal monthly installments of \$1,200.00. Rent is due on the 15th day of each month.

Section 4: Use of the Premises. The Premises shall be used to house the Tenant's administrative offices and the Curry South Coast Head Start Preschool and for no other purpose, without the consent of Landlord, which shall not be withheld unreasonably. In connection with the use of the Premises, Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct, at Tenant's own expense, any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use;
- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty or would increase the insurance rate, unless the Tenant pays the additional cost of the insurance;
- (3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring Premises or that would tend to create a nuisance or damage the reputation of the Premises;

Ex "A"

5.2: Tenant's Obligations. The following shall be the responsibility of Tenant:

- (1) Ordinary maintenance of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry of the Premises.
- (2) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, including repairs that would otherwise be the responsibility of Landlord under Section 5.1.
- (3) Ordinary maintenance of heating, electrical, air conditioning and other mechanical systems and any repairs necessary because of improper maintenance.
- (4) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 4(1).
- (5) Ordinary maintenance of the landscaping and grounds of the Premises.

5.3: Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirements of this provision.

5.4: Reimbursement for Repairs Assumed. If either party fails or refuses to make repairs that are required by this Section 5, the other party may make the repairs and charge the actual costs of repairs to the first party. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the then current legal rate from the date of expenditure by Landlord. Such expenditures by Tenant may be deducted from rent and other payments subsequently becoming due, or at Tenant's election, collected directly from Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless, at least thirty (30) days before work is commenced, the defaulting party is given notice, in writing, outlining with reasonable particularity the repairs required, and the party's intent to make such repairs.

5.5: Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required; provided that the Tenant need not provide written notice where the Landlord has obtained actual knowledge of the need of repair during an inspection of the Premises.

Section 6: Alterations.

6.1: Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which shall not be unreasonably withheld. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "improvements and alterations" includes the installation of computer and

accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

10.2: Destruction. If the Premises are destroyed or damaged by fire or other casualty such that the cost of repair exceeds 25% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than thirty (30) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption, subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

10.3: Rent Abatement. Rent shall be abated during the repair of any damage to the extent the Premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

Section 11: Liability and Indemnity.

11.1: Liens.

- (1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the then current legal rate from the date funds are expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.
- (2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

11.2: Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, liability or any claim of any nature whatsoever arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

11.3: Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry, at Tenant's sole expense, comprehensive general liability insurance at limits not less than those provided under ORS 30.272, or any successor

date fixed for expiration of the lease term, the loss of rental from the date of default until a new tenant is secured and paying rent and the reasonable costs of reentry and reletting, including, but not limited to, the cost of cleanup, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's default, including, but not limited to, remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

14.4: Right to Sue More than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

14.5: Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the then current legal rate from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

14.6: Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

Section 15: Surrender at Expiration.

15.1: Condition of Premises. Upon expiration of the lease term, the renewal term, or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed and restored to the original condition unless the terms of permission for the alteration so require.

15.2: Fixtures.

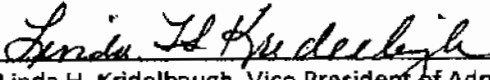
- (1) All fixtures placed upon the Premises during the term, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.
- (2) Prior to expiration of the term or other termination of the lease, Tenant shall remove all Tenant's furnishings and furniture. If Tenant fails to do so, this shall be an abandonment of the property. Landlord may retain the property, and all rights of Tenant with respect thereto shall cease. Landlord, at Landlord's sole option, may by notice in writing given to Tenant within 20 days after removal is required, elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3: Holdover.

16.7: Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified periods, then the rent shall be prorated as of the date of commencement or termination, and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.8: Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.


Landlord:



Linda H. Kridelbaugh, Vice President of Administrative Services
Southwestern Oregon Community College

July 23, 2014
Date

Tenant:



Michael Lehman, Interim Chief Executive Officer
Oregon Coast Community Action

0-6-14
Date

4947
~~4913~~ ml

AIA Document B141-1997

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

AGREEMENT made as of 16th day of September
In the year Two Thousand and Fifteen
(In words, indicate day, month and year)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Curry County
94235 4th St., Suite 411
Gold Beach, OR 97444

and the Architect:
(Name, address and other information)

Lon L. Samuels, Architecture and Planning
960 Central Ave.
Coos Bay, OR 97420

For the following Project:
(Include detailed description of Project)

Curry County – Brookings Head Start
At
420 Alder Street; Brookings, OR 97415

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

The scope of the project includes the renovation of an existing building suitable for a Head Start facility, all as outlined in the "Request for Proposals for Architect Services for the Purchase and Renovation of the Brookings, Oregon Head Start Facilities Project", attached to this Agreement.

Architect's Project Number is 1507

The Owner and Architect agree as follows.

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

The scope of the project includes the renovation of an existing building suitable for a Head Start facility, all as outlined in the "Request for Proposals for Architect Services for the Purchase and Renovation of the Brookings, Oregon Head Start Facilities Project", attached to this Agreement.

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

Head Start Facility in Brookings, Oregon.

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

Renovate an existing building located at 420 Alder St.; Brookings, Oregon 97415 suitable for a Head Start Facility.

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

All as identified in the "Request for Proposals for Architect Services for the Purchase and Renovation of the Brookings, Oregon Head Start Facilities Project".

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

The building is to be co-purchased and co-owned by Curry County.

§ 1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's design fee, is: approximately \$ 1,600,000.00.

.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's design fee, is: approximately \$1,446,000 (with the balance being \$149,000.00 for design fees and \$5,000.00 for reimbursable fees).

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

Project is to be designed, bid and awarded by November 2015 and constructed (finished) by October 2016.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Standard design, bid, award and construct method. There will be no construction manager.

§ 1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

Not Applicable.

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Eric Hanson, Facilities Director, (phone: 541-247-3296 or 541-698-7336 cell)
Curry County
94235 Moore St., Suite 411
Gold Beach, OR 97444

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)
Not Applicable.

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Lon L. Samuels (phone: 541-269-5555 or 541-297-7041 cell)
Lon L. Samuels, Architecture and Planning
960 Central Ave.
Coos Bay, OR 97420

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)
Not Applicable.

§ 1.1.4 Other important initial information is:
Not Applicable.

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201, 1997 Edition, or as follows:
Not Applicable.

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 USE OF DOCUMENTS

§ 1.3.2.1 All documents are instruments of service in respect to this Project, and Architect shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Architect) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Architect or one of its Consultants.

§ 1.3.2.2 A party may rely on the fact that data or information set forth on paper (also known as hard copies) that the party received from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

§ 1.3.2.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or other wise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

§ 1.3.2.4 When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software applicable packages, operating systems, or computer hardware differing from those used by the documents' creator.

§ 1.3.2.5 Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Architect grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Architect, or for use or reuse by Owner or others on extension of the Project or on any other project without written verification or adaptation by Architect; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Architect, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Architect or to Architect's Consultants; (3) Owner shall indemnify and hold harmless Architect including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Architect; (4) such limited license to Owner shall not create any rights in third parties. In the event this Agreement is terminated, documents as used in this section shall include those completed documents transmitted by Architect to Owner, as well as those documents not completed and any documents completed and not transmitted by Architect to Owner, at the effective date of the termination of this Agreement.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;



.6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;

.7 change in the information contained in Article 1.1.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.5 ARBITRATION

§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.

§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.



§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 Except as otherwise provided herein, nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

.1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;

.2 fees paid for securing approval of authorities having jurisdiction over the Project;



.3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;

.4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;

.5 renderings, models and mock-ups requested by the Owner;

.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;

.7 reimbursable expenses as designated in Section 1.5.5;

.8 other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

(List other documents, if any, delineating Architect's scope of services.)

Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997 is subject to all terms and conditions contained in the Standard Form of Agreement Between Owner and Architect, AIA Document B 141-1997, including, but not limited to, all special terms and conditions contained in Section 1.4.2 herein.

§ 1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

Not Applicable

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

Not Applicable.



ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Services shall be a fixed fee of One Hundred Forty Nine Thousand Dollars and no cents (\$149,000.00).

Progress payments for Services in each phase shall total the following percentages of the total Compensation payable:

| | |
|-------------------------------|------------|
| Schematic Design Phase: | 30% |
| Design Development Phase: | 15% |
| Construction Documents Phase: | 40% |
| Bidding or Negotiation Phase: | 5% |
| <u>Construction Phase:</u> | <u>10%</u> |
| Total Compensation: | 100% |

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

For a Change in Services, but excluding services of consultants, compensation shall be computed according to the following hourly rates:

| | |
|-----------------------------|-------------------|
| 1. Principal's Time: | \$110.00 per hour |
| 2. Project Architect's Time | \$90.00 per hour |
| 3. AutoCAD Draftsman's Time | \$80.00 per hour |
| 4. Clerical Time | \$45.00 per hour |

§ 1.5.3 Whenever Architect is entitled to compensation for charges of Architect's consultants, those charges shall be the amount billed by Architect's consultants to Architect times a factor of one-point-zero-five (1.05).

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2 are times a factor of one-point-zero-five (1.05).

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows: n/a.

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices. Adjustments in rates and multiples for service in any case shall not increase by more than 3% per contract year.

§ 1.5.7 An initial payment of ZERO (-0-) Dollars (\$ -0-) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable THIRTY (30) days from the date of the Architect's invoice. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest at the rate entered below, or

in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)


Amounts due Architect will be increased at a rate of 1% per month from said thirtieth day.

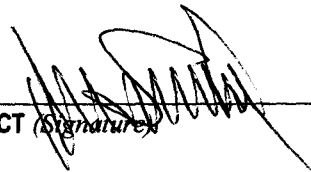
(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 1.5.9 If the services covered by this Agreement have not been completed within TWELVE (12) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

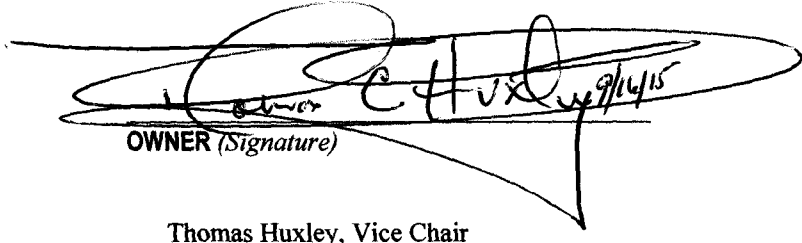
CURRY COUNTY BOARD OF COMMISSIONERS


OWNER (Signature)

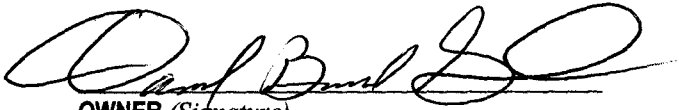

ARCHITECT (Signature)

Susan Brown, Chair
(Printed name and title)

Lon Samuels, Owner
(Printed name and title)


OWNER (Signature)

Thomas Huxley, Vice Chair


OWNER (Signature)

David Brock Smith, Commissioner

**CONTRACT BETWEEN CURRY COUNTY AND CCD BUSINESS DEVELOPMENT CORPORATION FOR
GRANT ADMINISTRATION FOR THE PURCHASE AND RENOVATION OF THE BROOKINGS, OREGON
HEAD START FACILITIES PROJECT**

This Contract is entered into by and between Curry County, a Political Subdivision of the State of Oregon, hereinafter called "County", and CCD Business Development Corporation, hereinafter called "Contractor". County has been awarded a grant from the Business Oregon Infrastructure Finance Authority (IFA) Community Development Block Grant Program (CDBG), Project No. C14014, for the Head Start Facilities Project. Work under this Agreement will be funded in part with federal grant funds from the Oregon Community Development Block Grant Program and also must comply with the Federal Contract Clauses (attachment "Exhibit 5E") for non-construction contract agreements, as follows:

RECITALS:

- A. County is in need of grant administrative services for the purchase and renovation of the Brookings, Oregon Head Start Facilities Project.
- B. Contractor is willing to provide the above-referenced services under the terms and conditions outlined in this Contract.

1. TERM OF AGREEMENT

This Contract shall become effective on the date it has been executed by both parties, and except as otherwise provided, shall conclude on October 31, 2016, or when all obligations under this contract have been fulfilled, whichever occurs first. It may be extended by mutual agreement of the parties.

2. SERVICES TO BE PROVIDED

Contractor shall complete the following tasks for the Purchase and Renovation of the Brookings, Head Start Facilities Project:

- A. Work with the Project Manager to ensure First Draw requirements are prepared in a timely fashion and consistent with guidelines.
- B. Review all requests for payment from Project Manager to ensure conformity to contracts and agreements.
- C. Monitor project progress against grant scope of work and budget, report to County staff and elected officials, as appropriate.
- D. Prepare and maintain appropriate records of all financial transactions.
- E. Prepare and submit for County review and approval, requests for disbursement of grant funds.
- F. Prepare and submit for County review and approval, financial and other periodic or special reports required by the funding agency.

- G. Prepare necessary project completion and/or close-out reports.
- H. Labor Standards- Ensure that required Davis Bacon/BOLI wages are paid to all contractor/subs: collect and check Certified Payroll Reports and required forms; keep all records, which will be turned over to the County upon project completion; attend necessary meetings and explain labor standards to Contractors; perform required worker's interviews; ensure that corrective action is taken for any non-compliance with federal labor standards provision.
- I. Environmental Review Report- Ensure that a CDBG Environmental Review Record is assembled, and approved by State.

PAYMENT

County shall pay Contractor, for services rendered, at the rate and in the amounts as outlined in the attached Exhibit "A" that has been incorporated by reference. The total not to exceed amount in this contract is \$55,000, including reimbursable expenses. Contractor may bill County for services rendered no more frequently than once every two weeks. Payment is due within ten days after the funds are received from Business Oregon Infrastructure Finance Authority.

3. PROFESSIONAL STANDARDS

Contractor represents and warrants that all of its work will be performed in accordance with generally accepted professional practices and standards.

4. TERMINATION

This Contract may be terminated by either party for material breach of its terms provided that the party not in breach gives written notice to the party in breach and the breach is not cured within 10 calendar days of said notice. If this Contract is so terminated, the Contractor shall be paid in proportion to the work performed prior to the date of notice of termination. Termination of the Contract shall not prejudice any right of a party prior to the effective date of termination.

5. OWNERSHIP OF DOCUMENTS

All documents produced by Contractor in fulfillment of this contract shall remain the property of Curry County.

6. INSURANCE

The Contractor shall secure and maintain such insurance as will protect it from claims under the Workers' Compensation Law and from claims for bodily injury, death or property damage which may arise from the performance of services under this Contract.

In furtherance of the foregoing, Contractor, shall, at its own cost and expense, obtain before commencement of work, and maintain during the process of work, insurance coverage as set forth below. Contractor shall supply certificates evidencing that said minimum insurance is in force and that ten day notice will be given to the County prior to any cancellation, restriction, or modification of such insurance.

- a. Automobile liability insurance in limits not less than \$1,000,000 per occurrence, and \$1,000,000 in the aggregate.
- b. Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence with \$2,000,000 general annual aggregate. County shall be named an additional insured.

7. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless County from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Contractor, its employees, or agents in connection with this Contract.

8. ASSIGNMENT/DELEGATION

The parties may not assign, subcontract, or transfer any interest or duty under this Contract without the prior written consent of the other party. No assignment shall be of any force or affect whatsoever unless and until the other party has so consented.

9. STATUS OF CONTRACTOR

Contractor is an independent Contractor and not an employee of the County. Contractor shall have the complete responsibility for the performance of this Contract. Contractor is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it provide workers compensation coverage for its subject workers.

Although the County reserves the right to evaluate the quality of the completed performance, only the Contractor shall have control of the work and manner in which it is performed. Contractor is not to be considered an agent or employee of the County and is not entitled to participate in any benefits that County provides its employees.

County will report the total amount of all payments to Contractor including any expenses, in accordance with the Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. Contractor shall be responsible for any Federal or State taxes applicable to amounts paid under this Contract.

10. DISPUTES

In the event a claim, dispute, or other matter in question between the parties to this Contract arises and results in legal action, each party is responsible for its own attorney's fees.

11. NONAPPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this Contract, then the County will immediately notify the Contractor or its assignee of such occurrence and

this Contract shall terminate on the last day of the fiscal year for which the appropriations were received without penalty or expense to County of any kind whatsoever, except to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

12. COMPLIANCE WITH LAWS

This Contract shall be construed in accordance with the laws of the State of Oregon. Contractor shall comply with all applicable federal, state, and local statutes, regulations, etc. including, but not limited to ORS 279B.220, 279B.230 and 279B.235 which are incorporated herein.

13. WAIVER

No provision of this Contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights.

14. SEVERABILITY

If any provision of this Contract is held by a court to be invalid, such invalidity shall not affect the validity of other provisions of the Contract.

15. NOTICES, BILLS AND PAYMENTS AND MISCELLANEOUS PROVISIONS

All notices, bills and payments shall be in writing and may be given by personal delivery or mail. Notices, bills and payments sent by mail should be addressed as follows:

County: Julie Schmelzer
Curry County Director of Administration
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Contractor: Tracy Loomis
CCD Business Development Corporation
522 SE Washington Ave., Suite 111A
Roseburg, OR 97470

The County and the Contractor mutually agree that this Contract and the Exhibit A and Exhibit 5E attached hereto represent the entire Contract between the County and the Contractor with respect to the subject matter hereof and supersedes all prior negotiations, writings or discussions between them.

CONTRACTOR



Eileen Ophus, Executive Director, CEO
CCD Business Development Corporation

10.21.15

Date

EXHIBIT A

Schedule of Payments

Contractor will invoice, following the schedules outlined below. Contractor will submit invoices to County with detail that supports the payment due to Contractor. Contractor will bill at an hourly basis, \$100 per hour, according to the following:

ENVIRONMENTAL REVIEW RECORD (ERR): Administrative compensation due to CCD for the compilation of a CDBG Environmental Review Record shall not exceed **\$15,000.00**. Contractor will invoice County per the schedule that follows:

| <u>Payment to CCD</u> | <u>When Disbursed Funds Reach This Level:</u> |
|-----------------------|--|
| ERR | To be Invoiced monthly, Until completion of ERR |

GRANT ADMINISTRATION: Administrative compensation due to CCD for grant administration duties shall not exceed **\$25,000**. Contractor will invoice County per the schedule that follows.

LABOR STANDARDS: Administrative compensation due to CCD for conducting labor standards shall not exceed **\$15,000**. Contractor will invoice County per the schedule that follows:

| <u>Payment to CCD</u> | <u>When Disbursed Funds Reach This Level:</u> |
|-----------------------------|---|
| Grant Admin/Labor Standards | First Draw of Project |
| Grant Admin/Labor Standards | \$ 250,000 |
| Grant Admin/Labor Standards | \$ 500,000 |
| Grant Admin/Labor Standards | \$ 750,000 |
| Grant Admin/Labor Standards | \$1,000,000 |
| Grant Admin/Labor Standards | \$1,250,000 |
| Grant Admin/Labor Standards | \$1,500,000 |
| Grant Admin/Labor Standards | \$1,750,000 |
| Grant Admin/Labor Standards | \$2,000,000 |
| Grant Admin/Labor Standards | Final Draw |

Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts

Oregon Community Development Block Grant
Required Federal Contract Clauses
Use for **Non-Construction Contracts** Where the Grant Award **Exceeds** \$100,000

1. Source of Funds

“Work under this contract will be funded in its entirety with federal grant funds from the Oregon Community Development Block Grant program.”

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is \$10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit the attached “Minority, Women and Emerging Small Business Activity Report”.

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 and the funded activity leads to construction i.e. engineering, program management, etc.)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall

Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts

describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

5. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

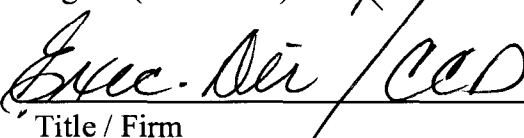
Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

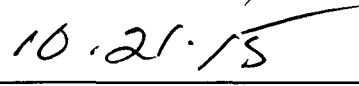
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signed (Contractor)



Title / Firm



Date

Minority, Women and Emerging Small Business Activity Report

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youth build programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts

| | | | | | | | | | | | | | | |
|---|------------|------------|------------|------------|--|------------|------------|------------|-------------------------------------|------------|------|-------|----------|--|
| 1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency | | | | | | | | | 2. Location (City, State, ZIP Code) | | | | | |
| 3a. Name of Contact Person | | | | | 3b. Phone Number (Including Area Code) | | | | 6. Date Submitted | | | | | |
| See Explanation of Codes below | | | | | | | | | | 7j. | | | | |
| 7a. | 7b. | 7c. | 7d. | 7e. | 7f. | 7g. | 7h. | 7i. | Name | Street | City | State | Zip Code | |
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7c: Type of Trade Codes:

- 1 = New Construction
- 2 = Substantial Rehab.
- 3 = Repair
- 4 = Service
- 5 = Project Mangt.
- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Engrg. Appraisal
- 0 = Other

7d: Racial/Ethnic Codes:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews

Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number were provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number were provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic Code: Enter the numeric code, which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code that seems most appropriate. If the subcontractor ID number were provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

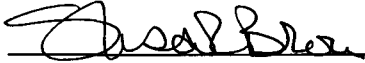
7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

COUNTY

BOARD OF CURRY COUNTY COMMISSIONERS



Susan Brown, Chair

10-6-15
Date



Thomas Huxley, Vice Chair

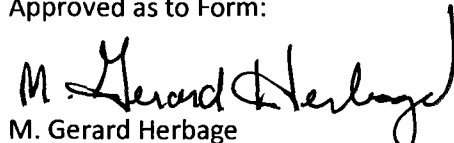
10/6/15
Date



David Brock Smith, Commissioner

10/6/15
Date

Approved as to Form:


M. Gerard Herbage
Curry County Legal Counsel