



**CURRY COUNTY  
BOARD OF COMMISSIONERS**  
94235 Moore Street  
Gold Beach, Oregon  
(541) 247-3296  
[BOC\\_Office@currycountyor.gov](mailto:BOC_Office@currycountyor.gov)  
[www.currycountyor.gov](http://www.currycountyor.gov)

**AGENDA  
BUSINESS MEETING  
March 5, 2025  
6:00 p.m.**

**Location: Port Orford City Hall, 555 20<sup>th</sup> Street, Port Orford**

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

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- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- 2. AMENDMENT AND APPROVAL OF THE AGENDA**
- 3. PRESENTATION**
  - A. Aquatic Safety, Luke Martinez
- 4. PUBLIC COMMENTS**

To make a public comment, please submit a Speaker's Slip to the Chair prior to the start of the meeting, or email public comments during the meeting to [BOC\\_Office@currycountyor.gov](mailto:BOC_Office@currycountyor.gov). Public comments are limited to three (3) minutes per speaker.
- 5. COMMISSIONER COMMENTS**
- 6. CONSENT AGENDA**
  - A. Approve Minutes for Special Meeting on February 18, 2025 (Pg. 1)
  - B. Approve Chip Seal Aggregate Contract (Pg. 4)
  - C. Approve Seal Oil Contract (Pg. 19)
- 7. PUBLIC HEARING**
  - A. Amending Article Eight, Division One, Imposing Transient Lodging Tax, of the Curry County Code (Pg. 33)
    - i. Order (Pg. 34)
    - ii. Curry County Code (Pg. 36)

**8. DISCUSSION/ACTION ITEMS**

- A. SkillBridge Internship – Aquatic Safety (Pg. 58)
  - \*Public Comments\**
  - i. Order (Pg. 59)
  - ii. Memorandum (Pg. 60)
  
- B. Adjusting Tower Fees for Coos Forest Protective Agency (Pg. 73)
  - i. Order (Pg. 74)
  
- C. Discussion – Natural Resource Advisory Committee (Pg. 75)

**9. PUBLIC SAFETY UPDATE**

**10. DIRECTOR OF COUNTY OPERATIONS UPDATE**

**11. ELECTED OFFICIALS UPDATE**

**12. COMMISSIONER UPDATE**

- A. Commissioner Trost
- B. Commissioner Hollinger
- C. Commissioner Alcorn

**13. EXECUTIVE SESSION**

192.660(2)()

**14. OTHER**

ORS 192.640(1) provides that "... notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects."

**15. ADJOURN**

*Meetings are broadcast on Time Warner Channel 182 and YouTube – Curry County Civic TV.  
To make a public comment, please submit a Speaker’s Slip to the Chair prior to the start of the meeting,  
or email public comments during the meeting to BOC\_Office@co.curry.or.us.  
Auxiliary aids will be provided upon request with 48-hour advance notification.*



# CURRY COUNTY BOARD OF COMMISSIONERS

City of Brookings Council Chambers  
898 Elk Drive, Brookings, Oregon

[www.currycountyor.gov](http://www.currycountyor.gov)

## BUSINESS MEETING MINUTES

February 18, 2025

Please note: For detailed information on any agenda item refer to Audio/Video.

### 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

The meeting was called to order 6:00 p.m.; present were Chair Brad Alcorn, Commissioner Hollinger and Commissioner Jay Trost

Staff present: Director of County Operations and County Counsel Ted Fitzgerald, County Counsel Assistant Rabiah Lee, and BOC Assistant Natasha Tippetts

The Pledge was recited by all.

### 2. AMENDMENT AND APPROVAL OF THE AGENDA

Trost removed 7A “Wildfire Hazard Map”

**Trost motioned to approve the agenda as amended. Hollinger seconded. Motion carried unanimously.**

### 3. PUBLIC COMMENTS

- Lynn Coker – Read statement thanking Board
- Tim Scullen – Expressed opinion on County Business
- Georgia Cockerham – Expressed opinion on County Business
- Tom Beene - Expressed opinion on County Business
- Andre Bay - Expressed opinion on County Business
- Iris Leaver – Expressed opinion regarding 7A, Wildfire Map Resolution
- Grady Guerrant - Expressed opinion regarding 7A, Wildfire Map Resolution
- John Goodwin - Expressed opinion regarding 7A, Wildfire Map Resolution
- Bret Cecil - Expressed opinion regarding 7A, Wildfire Map Resolution
- Bob Morrow - Expressed opinion regarding 7A, Wildfire Map Resolution
- Ann Vileisis – Expressed Opinion regarding 7A, Wildfire Map Resolution
- Joy May – Expressed opinion regarding 7A, Wildfire Map Resolution
- Kim Foster – Expressed opinion regarding 7A, Wildfire Map Resolution
- Jana Rogers – Expressed opinion regarding 7A, Wildfire Map Resolution

- Zoe Bradbury – Expressed opinion regarding 7A, Wildfire Map Resolution
- Mari Lochhaas – Expressed opinion regarding 7A, Wildfire Map Resolution
- Neil Holcomb – Expressed opinion regarding 7A, Wildfire Map Resolution
- Dee Ragsdale – Expressed opinion regarding 7A, Wildfire Map Resolution
- Meg Humphreys – Expressed opinion regarding 7A, Wildfire Map Resolution
- Janae Lloyd - Expressed opinion regarding 7A, Wildfire Map Resolution
- Tim Palmet - Expressed opinion regarding 7A, Wildfire Map Resolution
- Kris Vyverberg - Expressed opinion regarding 7A, Wildfire Map Resolution
- Kirk Vyverberg - Expressed opinion regarding 7A, Wildfire Map Resolution
- Cindy Carr - Expressed opinion regarding 7A, Wildfire Map Resolution
- Poppie Lemmons-Kretz - Expressed opinion regarding 7A, Wildfire Map Resolution
- Alan Johnson - Expressed opinion regarding 7A, Wildfire Map Resolution

#### 4. COMMISSIONER COMMENTS

Hollinger – Expressed appreciation for Public Comments  
 Trost – Provided information on 7A, Wildfire Map Resolution  
 Alcorn – Provided information regarding the Citizen Advisory Committee

#### 5. CONSENT AGENDA

- A. Approve Minutes for Special Meeting on January 23, 2025
- B. Approve Minutes for Special Meeting on February 3, 2025
- C. Approve Minutes for Business Meeting on February 5, 2025
- D. Reappoint Member to Budget Committee
- E. Hire Order – A. Sheely – Communications Deputy

*Hollinger would like it stated in the record that the minutes for February 5, Item 7, TLT Tax states that he seconded the motion when he abstained. Minutes will be amended to reflect.*

**Trost motioned to approve the Consent Agenda as amended. Hollinger seconded. Motion carried unanimously.**

#### 6. PUBLIC HEARING

- A. Annexation into a Special District

Chair Alcorn opened Public Hearing at 7:50 p.m.

**Trost motioned to approve petition for annexation – BOC Annexation No 25-01. Hollinger seconded. Motion carried unanimously.**

Chair Alcorn closed Public Hearing at 7:51 p.m.

#### 7. DISCUSSION/ACTION ITEMS

- A. ~~Wildfire Hazard Map~~

#### 8. PUBLIC SAFETY UPDATE

**9. DIRECTOR OF COUNTY OPERATIONS UPDATE**

**10. ELECTED OFFICIALS UPDATE**

Ann Vileisis, Port Orford Mayor – provided information on Port Orford business.

**11. COMMISSIONER UPDATE**

Commissioner Hollinger – None

Commissioner Trost – Stated he is going to a meeting at the Capital the following day. Showed a new County Seal and requested feedback from other Commissioners. They were in agreement that the Seal could be approved via a Resolution at any future meeting.

Commissioner Alcorn – Provided information on upcoming Meetings.

**12. OTHER**

ORS 192.640(1) provides that “... notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.”

Meeting adjourned at 8:00 p.m.

Dated this 5th day of March, 2025

\_\_\_\_\_  
Brad Alcorn, Chair

\_\_\_\_\_  
Patrick Hollinger, Vice Chair

\_\_\_\_\_  
Jay Trost, Commissioner

Minutes prepared by Natasha Tippetts, Administrative Assistant



**CURRY COUNTY BOARD OF COMMISSIONERS**  
**REQUEST FOR AGENDA ITEM**  
*BUSINESS MEETING*

<b>Agenda Date:</b>		<b>Agenda Item Title:</b>	
3/5/25		Road Department Request for Board Approval for 2025 Chip Seal Aggregate and Emulsion Contracts. South County Chip Seal Project.	
<b>Time Needed:</b>			
<b>Financial Impact:</b>		<b>Description and Background:</b>	
\$426,934.00		<p>The Road Department will be performing a Pavement Preservation Project (Chip Seal) of 13 miles of roadway in the Brookings-Harbor area in 2025.</p> <p>These include; State Line Road, Winchuck River Road, Laurence Lane, East Benham Lane, Dodge Avenue, Rainbow Rock Road, Coverdell Road &amp; Duley Creek Road.</p>	
<b>Category:</b>			
<input type="checkbox"/>	Action/Discussion		
<input checked="" type="checkbox"/>	Consent		
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
<b>Requested Motion:</b>			
To Approve the contracts with Tidewater Contractors and Albina Asphalt for the Road Department 2025 Chip Seal Project.			
<b>Attachments:</b>		<b>Instructions Once Approved:</b>	
<ol style="list-style-type: none"> <li>1. Chip Seal Aggregate Contract</li> <li>2. Chip Seal Oil Contract</li> <li>3. Aggregate and Oil Quotes</li> <li>4. Sent to Emails, Quotes not returned</li> <li>5.</li> </ol>			
<b>Contact Person – Name and Department:</b>		<b>Date Submitted:</b>	
Gary Wolford		2/20/25	

# PROCUREMENT REVIEW

Required for approval of all purchases or contracts for services.

SUBMITTER: Gary Wolford DEPARTMENT: Road Department

BOARD APPROVAL REQUIRED?  Yes  No DATE OF BOARD APPROVAL: 3/5/25

Any **BUDGETED** purchases or contracts under \$10,000.00 do **NOT** require Board approval.

DOLLAR AMOUNT OF PROCUREMENT: \$ 426,934.00

## CATEGORY:

Good / Service  Personal Service \*  Public Improvement  Other: \_\_\_\_\_

\*Please provide certificate of liability insurance or written verification that insurance will be obtained.

## DESCRIPTION:

2025 Chip Seal Pavement Preservation Project - 2025 Chip Seal Aggregate & Oil Contracts

FREQUENCY OF PAYMENT:  One-Time  Annual  Monthly  Other – describe: \_\_\_\_\_

IS THIS A BUDGETED PURCHASE OR CONTRACT?  Yes  No

Unless Exempted by Section 6.11, all **UNBUDGETED** purchases or contracts **MUST** be approved by the Board.

PAYMENT TO BE DEBITED FROM GL ACCOUNT #: \_\_\_\_\_

## MANNER OF PROCUREMENT:

For all except Exempt procurements, documentation demonstrating the manner of procurement must be attached.

- Competitive Sealed Proposals  
 Competitive Sealed Bidding  
 Quotes (Purchases up to \$150,000.00)  
 Emergency Contract  
 Sole Source (determination **MUST** be made based on written findings)  
 Procurement Exempt under Contract Review Rules – specify:  
 6.1  6.2  6.3  6.4  6.5  6.6  6.7  6.8  6.9  6.10  6.11

IS FEDERAL FUNDING INVOLVED?  Yes  No

If yes, requirements of Contract Review Rules Section 5.3.1 **MUST** be completed **PRIOR** to procurement review.

IS GRANT FUNDING INVOLVED?  Yes  No

If yes, the Grant Agreement or other documentation regarding use of funds must be attached.

IS SIGNATURE AUTHORITY REQUESTED?  Yes  No

If yes, name of authorized signer: \_\_\_\_\_

If no signature authority is requested, the Director of County Operations is the authorized signer.

**ATTACH THIS FORM TO THE AGENDA ROUTING SLIP FOR ALL CONTRACTS OR PURCHASES  
REQUIRING BOARD APPROVAL**

**ATTACH A COPY OF THIS FORM TO THE CLAIM FORM FOR ALL INITIAL PAYMENTS EVEN IF  
BOARD APPROVAL WAS NOT REQUIRED**



**CURRY COUNTY ROAD DEPARTMENT  
28425 HUNTER CREEK ROAD  
GOLD BEACH, OR 97444  
541-247-7097**

CONTRACT  
between  
CURRY COUNTY  
and  
TIDEWATER CONTRACTORS, INC.  
for  
CHIP SEAL AGGREGATE 2025

THIS CONTRACT by and between Curry County, a political subdivision of the State of Oregon through the Curry County Road Department, 28425 Hunter Creek Road, Gold Beach, OR 97444-059, hereinafter called County, and Tidewater Contractors Inc. PO Box 1956 Brookings, OR 97415, hereinafter called Contractor.

The County and Contractor, for the considerations set forth hereinafter; agree as follows:

**Statement of Work**

Contractor to furnish and deliver 2,100 tons for a total contract price of \$124,050.00. Delivered and invoiced as follows. 1,350 tons of 3/8"-1/4" aggregate for the unit price per ton of \$58.00, for a total of \$78,300.00, to the stockpile site at Olsen Lane MP .270. 750 tons of 3/8"-1/4" aggregate for the unit price per ton of \$61.00, for a total of \$45,750.00, to the stockpile site at ODOT Stockpile site Highway 101 MP 353.5, invoiced as PR0448, meeting the following conditions and grading requirements.

The aggregate shall meet the specifications detailed in section 00710.10 of the "2024 Oregon Standard Specifications for Construction", as published by the Oregon Department of Transportation. The aggregated size designation shall be Single Size Medium 3/8"-1/4" as shown on the gradation chart below.

The aggregate shall be clean. Unless all dirt, dust, clay and other objectionable matter is completely removed by dry screening, the aggregates shall be made clean by washing and/or by eliminating from the quarry rock or pit run product, or from the product of the crusher, the smaller sized rock or gravel with which the dirt, clay and other objectionable matter is combined.



**Grading Requirements**

Single Size Medium  
3/8"-1/4"

Percentage Passing

<u>Sieve Sizes</u>	<u>3/8"-1/4"</u>
1/2"	100
3/8"	85-100
1/4" No. 30	0-15
No. 200 (Wet)	0-1

The contractor shall notify the County 48 hours prior to commencing hauling of the aggregates to the stockpile sites.

The County shall furnish bedding aggregates for the stockpiles prior to the delivery of the chip seal aggregates.

The County shall furnish a loader and operator at the stockpile site to facilitate the stockpiling of the aggregates.

The Contractor shall furnish load weight tickets at time of delivery, as detailed in section 00190.20 of the "2024 Oregon Standard Specifications for Construction", as published by the Oregon Department of Transportation.

The aggregate must be stockpiled and available for County use by June 2<sup>nd</sup>, 2025

**Specifications**

1. The Contractor shall, at its sole cost and expense, obtain before commencement of the work, and maintain during the process of the work, insurance coverage as set forth below. The contractor shall supply duplicate certificates, evidencing that said minimum insurance is in force and that ten days' notice will be given to County prior to any cancellation, restriction or modification of such insurance.
  - a. Automobile liability insurance in limits not less than \$2,000,000 combined single limit per occurrence, and \$4,000,000 in the aggregate.
  - b. Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence and \$4,000,000 general annual aggregate.

2. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, etc. including but not limited to ORS279B.045, 279B.220, 279B.235, 279C.505, 279C.515, 279C.520 and 279C.530, which are incorporated herein.
3. Contractor is an independent contractor and not an employee of County. The contractor shall have the complete responsibility for the performance of this project. The contractor is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it to provide workers compensation coverage for its subject workers.
4. Payment and Performance Bonds are specifically waived by the County for this project.
5. Payment will be made for the accepted quantities of the work performed for the various items detailed in the Statement of Work. Payment will be made within 30 days of receipt of Contractor's invoice following completion of the project. Payment will be full compensation for all materials, equipment and labor required to perform the work as specified.
6. 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 project.
7. 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. Termination of the Contract shall not prejudice any right of a party prior to the effective date of termination.
8. 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.
9. Neither County nor Contractor shall assign, sublet, or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, trustee, or agent of any public body which may be party hereto.
10. No provision of this Contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights.
11. 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 documents.

The County and Contractor mutually agree that this Contract represents the entire Contract between the County and Contractor with respect to the subject matter hereof and supersedes all prior negotiations, writings or discussions between them.

IN WITNESS WHEREOF the parties hereto have made and executed this Contract the day and year below written.

CURRY COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael E. Fitzgerald  
Authorized Signatory Authority

TIDEWATER CONTRACTORS, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

APPROVED AS TO FORM

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael E. Fitzgerald OSB #950738  
Curry County Counsel

**Curry County Road Department**  
**Requests for Chip Seal Aggregate Price Quote 1/14/2025**

Bandon Concrete LLC  
55356 Rosa Road  
Bandon, OR 97423

DA-TONE Rock Products  
P.O. Box 1597  
Brookings, OR 97415

Knife River Materials-Coast Division  
P.O. Box 1720  
Coos Bay, OR 97420

Tidewater Contractors, Inc.  
P.O. Box 1956  
Brookings, OR 97415



**Curry County Road Department**  
**28425 Hunter Creek Road**  
**Gold Beach, OR 97444**

Phone (541) 247-7097  
 Fax (541) 247-7804  
 Email: Gary.Wolford@CurryCountyOR.gov

REQUEST FOR PRICE QUOTE  
 CHIP SEAL AGGREGATE  
 January 14<sup>th</sup>, 2025

The Curry County Road Department is soliciting price quotes for chip seal aggregate as detailed below. If you are interested, have your written response in by **2:00 P.M., Tuesday, January 28<sup>th</sup>, 2025**. Emailed quotes will be accepted. If you have any questions, contact me at 541-247-7097 or by e-mail at Gary.Wolford@CurryCountyOR.gov.

**Specifications**

The aggregate shall meet the specifications detailed in Section 00710.10 of the “2024 Oregon Standard Specifications for Construction”, as published by the Oregon Department of Transportation. The aggregated size designation shall be Single Size Medium 3/8”– 1/4” as shown on the gradation chart below.

The aggregate shall be clean. Unless all dirt, dust, clay and other objectionable matter is completely removed by dry screening, the aggregates shall be made clean by washing and/or by eliminating from the quarry rock or pit run product, or from the product of the crusher, the smaller sized rock or gravel with which the dirt, clay and other objectionable matter is combined.

Price, availability, location, and material quality will be the criteria used in deciding the aggregate to be purchased by the County.

Curry County will furnish a loader and operator for stockpiling at each site.

The aggregate must be available for County use by **June 2<sup>nd</sup>, 2025**.

Grading Requirements  
 Single Size Medium  
 3/8”– 1/4”  
 Percentage Passing

<u>Sieve Sizes</u>	<u>3/8”- 1/4”</u>
1/2”	100
3/8”	85-100
1/4”	0-15
No. 30	0-2
No. 200 (wet)	0-1

CHIP SEAL AGGREGATE PRICE QUOTE

The undersigned proposes to furnish the aggregate described in the Request for Price Quote - Chip Seal Aggregates dated December 13<sup>th</sup>, 2021, for the prices listed below. The County reserves the right to make adjustments in quantities.

**Olsen Lane MP .270**

1350 Tons 3/8"-1/4"

Price/Ton delivered to Olsen Lane MP .270 site:

\_\_\_\_\_

Total:

\_\_\_\_\_

**ODOT Stockpile site Hwy 101 MP 353.5**

750 Tons 3/8"-1/4"

Price/Ton delivered to ODOT Stockpile MP 353.5 site:

\_\_\_\_\_

Total:

\_\_\_\_\_

Total Quote Price:

\_\_\_\_\_

Plant Location

\_\_\_\_\_

Company

\_\_\_\_\_

Address

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

**Gary Wolford**

*NOT RETURNED*

**From:** Gary Wolford  
**Sent:** Tuesday, January 14, 2025 1:18 PM  
**To:** 'bandonconcretellc@gmail.com'  
**Cc:** Ted Fitzgerald; Rabiah L. Lee; Carrie Dexter  
**Subject:** 2024-2025 Chip Seal Aggregate Price Quote  
**Attachments:** 2024-2025 Chip Seal Aggregate Price Quote Request.doc

Hello,

For your consideration, attached is a Request for Chip Seal Aggregate Price Quote for this upcoming summers' (2025) Curry County Road Department chip seal project.

Please reply that you have received the request for quote, and feel free to contact us if you have any questions.

Thank you,

*Gary Wolford*  
Maintenance/Construction Foreman  
Curry County Road Department  
Office 541.247.7097  
[Gary.Wolford@CurryCountyOR.gov](mailto:Gary.Wolford@CurryCountyOR.gov)



**Gary Wolford**

*NOT RETURNED*

**From:** Gary Wolford  
**Sent:** Tuesday, January 14, 2025 1:17 PM  
**To:** 'office@pipeandrock.com'  
**Cc:** Ted Fitzgerald; Rabiah L. Lee; Carrie Dexter  
**Subject:** 2024-2025 Chip Seal Aggregate Price Quote  
**Attachments:** 2024-2025 Chip Seal Aggregate Price Quote Request.doc

Hello,

For your consideration, attached is a Request for Chip Seal Aggregate Price Quote for this upcoming summers' (2025) Curry County Road Department chip seal project.

Please reply that you have received the request for quote, and feel free to contact us if you have any questions.

Thank you,

*Gary Wolford*  
Maintenance/Construction Foreman  
Curry County Road Department  
Office 541.247.7097  
[Gary.Wolford@CurryCountyOR.gov](mailto:Gary.Wolford@CurryCountyOR.gov)





**Gary Wolford**

*NOT RETURNED*

**From:** Gary Wolford  
**Sent:** Tuesday, January 14, 2025 1:17 PM  
**To:** 'tim.huntley@kniferiver.com'  
**Cc:** Ted Fitzgerald; Rabiah L. Lee; Carrie Dexter  
**Subject:** 2024-2025 Chip Seal Aggregate Price Quote  
**Attachments:** 2024-2025 Chip Seal Aggregate Price Quote Request.doc

Tim,

For your consideration, attached is a Request for Chip Seal Aggregate Price Quote for this upcoming summers' (2025) Curry County Road Department chip seal project.  
Please reply that you have received the request for quote, and feel free to contact us if you have any questions.

Thank you,

*Gary Wolford*  
Maintenance/Construction Foreman  
Curry County Road Department  
Office 541.247.7097  
[Gary.Wolford@CurryCountyOR.gov](mailto:Gary.Wolford@CurryCountyOR.gov)



## Gary Wolford

---

**From:** Gary Wolford  
**Sent:** Tuesday, January 14, 2025 1:17 PM  
**To:** 'Cassie Fitzhugh'  
**Cc:** Ted Fitzgerald; Rabiah L. Lee; Carrie Dexter  
**Subject:** 2024-2025 Chip Seal Aggregate Price Quote  
**Attachments:** 2024-2025 Chip Seal Aggregate Price Quote Request.doc

Cassie,

For your consideration, attached is a Request for Chip Seal Aggregate Price Quote for this upcoming summers' (2025) Curry County Road Department chip seal project.

Please reply that you have received the request for quote, and feel free to contact us if you have any questions.

Thank you,

*Gary Wolford*  
Maintenance/Construction Foreman  
Curry County Road Department  
Office 541.247.7097  
[Gary.Wolford@CurryCountyOR.gov](mailto:Gary.Wolford@CurryCountyOR.gov)





**Curry County Road Department**  
 28425 Hunter Creek Road  
 Gold Beach, OR 97444

Phone (541) 247-7097  
 Fax (541) 247-7804  
 Email: Gary.Wolford@CurryCountyOR.gov

REQUEST FOR PRICE QUOTE  
 CHIP SEAL AGGREGATE  
 January 14<sup>th</sup>, 2025

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**Specifications**

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Price, availability, location, and material quality will be the criteria used in deciding the aggregate to be purchased by the County.

Curry County will furnish a loader and operator for stockpiling at each site.

The aggregate must be available for County use by **June 2<sup>nd</sup>, 2025**.

Grading Requirements  
 Single Size Medium  
 3/8”– 1/4”  
 , Percentage Passing

Sieve Sizes	3/8”- 1/4”
1/2”	100
3/8”	85-100
1/4”	0-15
No. 30	0-2
No. 200 (wet)	0-1

CHIP SEAL AGGREGATE PRICE QUOTE

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**Olsen Lane MP .270**

1350 Tons 3/8"-1/4"

Price/Ton delivered to Olsen Lane MP .270 site:

\$58.00 ton

Total:

\$78,300.00

**ODOT Stockpile site Hwy 101 MP 353.5**

750 Tons 3/8"-1/4"

Price/Ton delivered to ODOT Stockpile MP 353.5 site:

\$61.00

Total:

\$45,750.00

Total Quote Price:

\$124,050.00

Plant Location

GRANITE - SMITH RIVER, CA

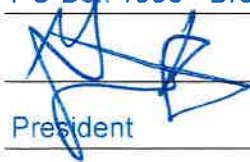
Company

Tidewater Contractors, Inc

Address

PO Box 1956 Brookings, OR 97415

Signature



Title

President

Date

01/28/2025



**CURRY COUNTY ROAD DEPARTMENT**  
**28425 HUNTER CREEK ROAD**  
**GOLD BEACH, OR 97444**  
**541-247-7097**

CONTRACT between  
CURRY COUNTY, OREGON  
and  
ALBINA ASPHALT  
for  
CHIP SEAL OIL 2025

THIS CONTRACT by and between Curry County, a political subdivision of the State of Oregon through the Curry County Road Department, 28425 Hunter Creek Road, Gold Beach, OR 97444- 059, hereinafter called County, and Albina Asphalt, 801 Main Street, Vancouver, WA 98660, hereinafter called Contractor.

The County and Contractor, for the considerations set forth hereinafter; agree as follows:

#### **Statement of Work**

Contractor to furnish and deliver, between the dates, as stated below, and at the attached Schedule of Contract Prices and locations, for asphalt oil products and quantities;

#### **Delivery Schedule**

Delivery to begin June 9<sup>th</sup>, 2025, at 8 AM at Winchuck River Road and end approximately July 15<sup>th</sup>, 2025 at Carpenterville Road. Delivery on the first day shall consist of two truck and trailer loads for HFRS-P2 with varying deliveries thereafter. Delivery for SS-IH Dilute shall consist of one truck and trailer load per day. The schedule may be subject to change depending upon weather conditions.

#### **Specifications**

1. The Contractor shall, at its sole cost and expense, obtain before commencement of the work, and maintain during the process of the work, insurance coverage as set forth below. The contractor shall supply duplicate certificates evidencing that said minimum insurance is in force and that ten days' notice will be given to County prior to any cancellation restriction. or modification of such insurance.

**CHIP SEAL OIL CONTRACT 2025**

- a. Automobile liability insurance in limits not less than \$2,000,000 combined single limit per occurrence, and \$4,000,000 in the aggregate.
  - b. Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence and \$4,000,000 general annual aggregate.
2. The Contractor is an independent contractor and not an employee of the County. The contractor shall have complete responsibility for the performance of this project. The contractor is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it to provide workers compensation coverage for its subject workers.
  3. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, etc. including but not limited to ORS279B.045, 279B.220, 279B.235, 279C.505, 279C.515, 279C.520 and 279C.530, which are incorporated herein.

Payment and Performance Bonds are specifically waived by the County for this project.

4. Comply with Section 00195 of the Oregon Standard Specifications for Construction 2024 as follows:

**00195.10 Asphalt Cement Material Price Escalation/De-escalation** - An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

The Agency reserves all its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this escalation/de-escalation provision shall not limit those rights.

- (a) **Monthly Asphalt Cement Material Price (MACMP)** -The Monthly Asphalt Cement Material Price (MACMP) will be established by the Agency each month and will be based on the published prices of PG 64 22 asphalt cement furnished by Poten & Partners, Inc. If any portion of the Project Site is located within the boundaries of ODOT Maintenance District 13 or 14, the MACMP will be based on the average prices for the Boise, Idaho area. If no portion of the Project Site is within the boundaries of ODOT Maintenance District 13 or 14, the Contractor may elect to have the MACMP based on the average prices of either the Portland, Oregon area or the Boise, Idaho area. If electing to use Boise, Idaho average prices for determination of the MACMP, the Contractor shall notify the Engineer in writing of the Contractor's election before or within 7 Calendar Days after the date of the preconstruction conference. This election, once acknowledged by the Engineer, will be binding for the entire duration of the Contract. If no such written notification is made, the Portland, Oregon area prices will be used as the basis of the MACMP. The area selected as the basis of the MACMP, once chosen, will become the sole area to be used as the basis for

## CHIP SEAL OIL CONTRACT 2025

all asphalt cement used on the Project. Each MACMP for a given month will be the average of the published prices for that MACMP for each Friday in that month.

For information regarding the calculation of the MACMP, and for the actual MACMP, go to the Agency website at:

<http://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx>

If the Agency-selected index ceases to be available for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The MACMP will apply to all asphalt cement including but not limited to paving grade, polymer modified, and emulsified asphalts, and recycling agents. The Agency does not guarantee that asphalt cement will be available at the MACMP.

**(b) Base Asphalt Cement Material Price (Base)** - The Base asphalt cement material price for this Project is the MACMP published on the Agency website for the month immediately preceding the Bid Opening date.

**(c) Monthly Asphalt Cement Adjustment Factor** - The Monthly Asphalt Cement Adjustment Factor will be determined each month as follows:

- If the MACMP is within  $\pm 5\%$  of the Base, there will be no adjustment.
- If the MACMP is more than 105% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (1.05 \times \text{Base})$$

- If the MACMP is less than 95% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (0.95 \times \text{Base})$$

**(d) Asphalt Cement Price Adjustment** - A price adjustment will be made for the items containing asphalt cement listed below. The price adjustment as calculated in (c) above will use the MACMP for the month the asphalt is incorporated into the Project. The price adjustment will be determined by multiplying the asphalt incorporated during the month for subject Pay Items by the Adjustment Factor.

The Pay Items for which price adjustments will be made are:

**Pay Item(s):**

Emulsified Asphalt in Fog Coat  
Asphalt in Emulsified Asphalt Surface Treatment

Payment will be made for the accepted quantities of the work performed for the various items detailed in the Schedule of Contract Prices. Payment will be made within 30 days of receipt of Contractor's invoice following completion of the project. Payment will be full compensation for all materials, equipment and labor required to perform the work as specified.

5. 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 project.
6. 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. Termination of the Contract shall not prejudice any right of a party prior to the effective date of termination.
7. 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.
8. Neither County nor Contractor shall assign, sublet, or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, trustee, or agent of any public body which may be party hereto.
9. No provision of this Contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights.
10. 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 documents.



The County and Contractor mutually agree that this Contract represents the entire Contract between the County and Contractor with respect to the subject matter hereof and supersedes all prior negotiations, writings, or discussions between them.

IN WITNESS WHEREOF the parties hereto have made and executed this Contract the day and year below written.

CURRY COUNTY

By: \_\_\_\_\_  
Michael E. Fitzgerald  
Authorized Signatory Authority

Date: \_\_\_\_\_

ALBINA ASPHALT

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
Michael E. Fitzgerald OSB #950738  
Curry County Counsel

Date: \_\_\_\_\_

## SCHEDULE OF CONTRACT PRICES

### Winchuck River Road

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
HFRS-P2	230 Tons	<u>\$650.00</u>	<u>\$149,500.00</u>
Freight to Winchuck River Rd. Hwy 101 MP 362.2 to Winchuck River Rd. MP 4.1	230 Tons	<u>\$118.00</u>	<u>\$27,140.00</u>
SS-1H Dilute	45 Tons	<u>\$425.00</u>	<u>\$19,125.00</u>
Freight to Winchuck River Rd. Hwy 101 MP 362.2 to Winchuck River Rd. MP 4.1	45 Tons	<u>\$118.00</u>	<u>\$5,310.00</u>

### Hwy 101 @ Carpenterville Road

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
HFRS-P2	115 Tons	<u>\$650.00</u>	<u>\$75,750.00</u>
Freight to Carpenterville Rd. Hwy 101 MP 354.8 and Carpenterville Rd. intersection	115 Tons	<u>\$118.00</u>	<u>\$13,570.00</u>
SS-1H Dilute	23 Tons	<u>\$425.00</u>	<u>\$9,775.00</u>
Freight to Carpenterville Rd. Hwy 101 MP 354.8 and Carpenterville Rd. intersection	23 Tons	<u>\$118.00</u>	<u>\$2,714.00</u>

**Total \$302,884.00**

**Curry County Road Department**  
**Requests for Chip Seal Oil Price Quote 1/14/2025**

Blue Line Transportation  
2601 N Newark St  
Portland, OR 97217

VSS Emultech  
7200 Pit Road  
Redding, CA 96001

Albina Asphalt  
801 Main Street  
Vancouver, WA 98660



**Curry County Road Department**  
**28425 Hunter Creek Road**  
**Gold Beach, OR 97444**

Phone (541) 247-7097  
 Fax (541) 247-7804

**REQUEST FOR ASPHALT OIL PRICE QUOTE**

January 16<sup>th</sup>, 2025

The undersigned proposes to furnish the asphalt oils described in the Request for Asphalt Oil Price Quote, dated January 16<sup>th</sup>, 2025, for the prices listed below. The County reserves the right to make adjustments in quantities.

Specifications: Polymer Modified RS-LTP Asphalt Emulsion or anionic equivalent for chip seal, HFRS-P2 or anionic equivalent for chip seal, and SS-1H Dilute or anionic equivalent for fog coat.

Quotes will be accepted either by mail to: Curry County Road Department, 28425 Hunter Creek Road, Gold Beach, Oregon, or by email to: [Gary.Wolford@CurryCountyOR.gov](mailto:Gary.Wolford@CurryCountyOR.gov).

**Quote Due:**                    **2:00 p.m., February 6<sup>th</sup>, 2025**

**Delivery:**                    Two (2) truck and trailer loads per day—work schedule between June 9<sup>th</sup>, 2025 and July 9<sup>th</sup>, 2025.

**Winchuck River Road**

<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
HFRS-P2	230 Tons	_____	_____
Freight to Winchuck River Road Hwy 101 MP 362.2 and Winchuck River Road Intersection to Winchuck River Road MP 4.1	230 Tons	_____	_____
SS-1H Dilute	45 Tons	_____	_____
Freight to Winchuck River Road Hwy 101 MP 362.2 and Winchuck River Road Intersection to Winchuck River Road MP 4.1	45 Tons	_____	_____

**Hwy 101 @ Carpenterville Road**

<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
HFRS – P2	115 Tons	_____	_____
Freight to Carpenterville Road Hwy 101 MP 354.8 and Carpenterville Road Intersection	115 Tons	_____	_____

**Hwy 101 @ Carpenterville Road**

<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
SS-1H Dilute	23 Tons	_____	_____
Freight to Carpenterville Road Hwy 101 MP 354.8 and Carpenterville Road Intersection	23 Tons	_____	_____

**TOTAL** \_\_\_\_\_

**(Supplier may substitute equivalent anionic asphalt oils by drawing a line through specified oils above and writing in equivalent oils.)**

Company \_\_\_\_\_

Signature \_\_\_\_\_

Phone \_\_\_\_\_

**Gary Wolford**

*NOT RETURNED*

**From:** Gary Wolford  
**Sent:** Thursday, January 16, 2025 2:30 PM  
**To:** info@bluelinetrans.com  
**Cc:** Ted Fitzgerald; Rabiah L. Lee; Carrie Dexter  
**Subject:** PR448 Chip Seal Emulsion Quote 2024-2025  
**Attachments:** PR 448 Chip Oil Quote 2024-2025.doc

Hello,

For your consideration, attached is a Request for Chip Oil Price Quote for this upcoming summers' (2025) Curry County Road Department chip seal project.

Please reply that you have received the request for quote, and feel free to contact us if you have any questions.

Thank you,

*Gary Wolford*  
Maintenance/Construction Foreman  
Curry County Road Department  
Office 541.247.7097  
[Gary.Wolford@CurryCountyOR.gov](mailto:Gary.Wolford@CurryCountyOR.gov)



**Gary Wolford**

*NOT RETURNED*

**From:** Gary Wolford  
**Sent:** Thursday, January 16, 2025 2:30 PM  
**To:** James Richmond  
**Cc:** Ted Fitzgerald; Rabiah L. Lee; Carrie Dexter  
**Subject:** PR448 Chip Seal Emulsion Quote 2024-2025  
**Attachments:** PR 448 Chip Oil Quote 2024-2025.doc

James,

For your consideration, attached is a Request for Chip Oil Price Quote for this upcoming summers' (2025) Curry County Road Department chip seal project.

Please reply that you have received the request for quote, and feel free to contact us if you have any questions.

Thank you,

*Gary Wolford*  
Maintenance/Construction Foreman  
Curry County Road Department  
Office 541.247.7097  
[Gary.Wolford@CurryCountyOR.gov](mailto:Gary.Wolford@CurryCountyOR.gov)



## Gary Wolford

---

**From:** Gary Wolford  
**Sent:** Thursday, January 16, 2025 2:30 PM  
**To:** Kyle Arntson  
**Cc:** Ted Fitzgerald; Rabiah L. Lee; Carrie Dexter  
**Subject:** PR448 Chip Seal Emulsion Quote 2024-2025  
**Attachments:** PR 448 Chip Oil Quote 2024-2025.doc

Kyle,

For your consideration, attached is a Request for Chip Oil Price Quote for this upcoming summers' (2025) Curry County Road Department chip seal project.

Please reply that you have received the request for quote, and feel free to contact us if you have any questions.

Thank you,

*Gary Wolford*

Maintenance/Construction Foreman

Curry County Road Department

Office 541.247.7097

[Gary.Wolford@CurryCountyOR.gov](mailto:Gary.Wolford@CurryCountyOR.gov)







**Curry County Road Department**  
 28425 Hunter Creek Road  
 Gold Beach, OR 97444

Phone (541) 247-7097  
 Fax (541) 247-7804

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January 16<sup>th</sup>, 2025

The undersigned proposes to furnish the asphalt oils described in the Request for Asphalt Oil Price Quote, dated January 16<sup>th</sup>, 2025, for the prices listed below. The County reserves the right to make adjustments in quantities.

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Quotes will be accepted either by mail to: Curry County Road Department, 28425 Hunter Creek Road, Gold Beach, Oregon, or by email to: [Gary.Wolford@CurryCountyOR.gov](mailto:Gary.Wolford@CurryCountyOR.gov).

**Quote Due:** 2:00 p.m., February 6<sup>th</sup>, 2025

**Delivery:** Two (2) truck and trailer loads per day—work schedule between June 9<sup>th</sup>, 2025 and July 9<sup>th</sup>, 2025.

**Winchuck River Road**

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
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Freight to Winchuck River Road Hwy 101 MP 362.2 and Winchuck River Road Intersection to Winchuck River Road MP 4.1	230 Tons	\$118. <sup>00</sup>	\$27,140. <sup>00</sup>
SS-1H Dilute	45 Tons	\$425. <sup>00</sup>	\$19,125. <sup>00</sup>
Freight to Winchuck River Road Hwy 101 MP 362.2 and Winchuck River Road Intersection to Winchuck River Road MP 4.1	45 Tons	\$118. <sup>00</sup>	\$5,310. <sup>00</sup>

Hwy 101 @ Carpenterville Road

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
HFRS - P2	115 Tons	<u>\$ 650.<sup>00</sup></u>	<u>\$ 75,750.<sup>00</sup></u>
Freight to Carpenterville Road Hwy 101 MP 354.8 and Carpenterville Road Intersection	115 Tons	<u>\$ 118.<sup>00</sup></u>	<u>\$ 13,570.<sup>00</sup></u>

Hwy 101 @ Carpenterville Road

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
SS-1H Dilute	23 Tons	<u>\$ 425.<sup>00</sup></u>	<u>\$ 9,775.<sup>00</sup></u>
Freight to Carpenterville Road Hwy 101 MP 354.8 and Carpenterville Road Intersection	23 Tons	<u>\$ 118.<sup>00</sup></u>	<u>\$ 2,714.<sup>00</sup></u>

TOTAL N/A \$302,884.<sup>00</sup>

\* ALL LOADS BASED ON A 25/TON MINIMUM FREIGHT CHARGE.

(Supplier may substitute equivalent anionic asphalt oils by drawing a line through specified oils above and writing in equivalent oils.)

Company ALBENA ASPHALT

Signature [Signature]

Phone (360) 816-8536



**CURRY COUNTY BOARD OF COMMISSIONERS**  
**REQUEST FOR AGENDA ITEM**  
*BUSINESS MEETING*

<b>Agenda Date:</b>		<b>Agenda Item Title:</b>	
3/5/25		First Reading - Transient Lodging Tax Increase	
<b>Time Needed:</b>			
<b>Financial Impact:</b>		<b>Description and Background:</b>	
<b>Category:</b>		<p>At the February 5, 2025, Board Meeting, the Board directed staff to proceed with the necessary actions to increase the Transient Lodging Tax (TLT) from the current rate of 7% to 10%. In accordance with the legal requirements, this Ordinance will be subject to two Public Hearings, during which it will be read into the record, and citizens will have the opportunity to express their support or opposition. The first Public Hearing has been properly published in both The Pilot Newspaper and the Curry County Reporter in compliance with legal notification requirements. We encourage community participation and look forward to hearing from the public.</p>	
<input checked="" type="checkbox"/>	Action/Discussion		
<input type="checkbox"/>	Consent		
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
<b>Requested Motion:</b>			
<b>Attachments:</b>		<b>Instructions Once Approved:</b>	
1.			
2.			
3.			
4.			
5.			
<b>Contact Person – Name and Department:</b>			<b>Date Submitted:</b>

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

**In the Matter of an Ordinance Amending )  
Article Eight, Division One of Curry ) ORDINANCE NO. \_\_\_\_\_  
County Code to Reflect an Increased )  
Transient Lodging Tax Imposition Rate )**

**WHEREAS**, the Board of Curry County Commissioners has determined that it is in the best interests of the County to increase revenue from tourism related lodging; and

**WHEREAS**, all proceeds from the existing and increased tax collection shall be distributed as provided by ORS 320.350(6).

**NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:**

**SECTION I TITLE**

This Ordinance shall be known as Ordinance No. 25-01 and may be cited as “Ordinance Amending Article Eight, Division One of Curry County Code to Reflect an Increased Transient Lodging Tax Imposition Rate.”

**SECTION II AUTHORITY**

This Ordinance is enacted pursuant to the authority vested in this governing body by the Curry County Transient Lodging Tax Authorizing Ordinance (19-01) and the provisions of Oregon Revised Statutes, Chapter 320.

**SECTION III PURPOSE**

This Ordinance amends Article Eight, Division One, Section 8.01.031 of Curry County Code to reflect an increased imposition rate for the Curry County Transient Lodging Tax. Previously, the rate imposed was seven percent (7%). Upon the effective date of this Ordinance, the rate imposed shall be ten percent (10%).

**SECTION IV ADOPTION**

The provisions of this Ordinance are hereby adopted and shall be effective ninety (90) days from the date of this Ordinance and shall remain in force and effect until otherwise ordained by the Board of Curry County Commissioners.

**SECTION V SEVERANCE 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 provision be declared unconstitutional or otherwise invalid.

**SECTION VII EFFECTIVE DATE**

This Ordinance shall become effective on the 16<sup>th</sup> day of June, 2025.

**DATED** this 18<sup>th</sup> day of March, 2025.

**BOARD OF CURRY COUNTY COMMISSIONERS**

\_\_\_\_\_  
Brad Alcorn, Chair

Approved as to Form:

\_\_\_\_\_  
Patrick Hollinger, Vice Chair

\_\_\_\_\_  
Michael E. Fitzgerald, OSB #950738  
Curry County Legal Counsel

\_\_\_\_\_  
Jay Trost, Commissioner

First Reading: March 5, 2023

Second Reading: March 18, 2023

Effective Date: June 16, 2025

## **ARTICLE EIGHT**

### **DIVISION ONE                      IMPOSING TRANSIENT LODGING TAX**

#### **SECTION 8.01.010                      STATEMENT OF PURPOSE AND AUTHORITY**

This Division is enacted pursuant to Curry County Transient Lodging Tax Authorizing Ordinance; Ordinance No. 19-01. The purpose of this Division is to codify the imposition of the tax enacted by Ordinance pursuant to Oregon Revised Statutes, Chapter 320.

#### **SECTION 8.01.020                      DEFINITIONS**

Except where the context otherwise requires, the following definitions from ORS 320.300 given in this section govern the construction of this ordinance.

1.     “Board” means the Board of County Commissioners of Curry County.
2.     “Collection reimbursement charge” means the amount a transient lodging tax collector may retain as reimbursement for the costs incurred by the transient lodging tax collector in collecting and reporting a transient lodging tax and in maintaining transient lodging tax records.
3.     “Conference center” means a facility that
  - a.     Is owned or partially owned by a unit of local government, a governmental agency or a nonprofit organization; and
  - b.     Meets the current membership criteria of the International Association of Conference Centers.
4.     “Convention center” means a new or improved facility that:
  - a.     Is capable of attracting and accommodating conventions and trade shows from international, national and regional markets requiring exhibition space, ballroom space, meeting rooms and any other associated space, including without limitation banquet facilities, loading areas and lobby and registration areas;
  - b.     Has a total meeting room and ballroom space between one-third and one-half of the total size of the center’s exhibition space;
  - c.     Generates a majority of its business income from tourists;

- d. Has a room-block relationship with the local lodging industry; and
  - e. Is owned by a unit of local government, a governmental agency or non profit organization.
5. “County transient lodging tax” means the tax imposed under this Division.
  6. “Person” means any individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group, or combination acting as a unit, or other organization or entity.
  7. “Tax Administrator” means the Board of County Commissioners of Curry County, or the person it so designates.
  8. “Tourism” means economic activity resulting from tourists.
  9. “Tourism promotion” means any of the following activities:
    - a. Advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists;
    - b. Conducting strategic planning and research necessary to stimulate future tourism development;
    - c. Operating tourism promotion agencies; and
    - d. Marketing special events and festivals designed to attract tourists.
  10. “Tourism-related facility” means:
    - a. A conference center, convention center or visitor information center; and
    - b. Other improved real property that has a useful life of ten (10) or more years and has a substantial purpose of supporting tourism or accommodating tourist activities.
  11. “Tourist” means a person who, for business, pleasure, recreation or participation in events related to the arts, heritage or culture, travels from the community in which that person is a resident to a different community that is separate, distinct from and unrelated to the person’s community of residence, and that trip:
    - a. Requires the person to travel more than fifty (50) miles from the community of residence; or
    - b. Includes an overnight stay.
  12. “Transient Lodging” or “Transient Lodging Facility” means:

- a. Hotel, motel and Inn dwelling units that are used for temporary overnight human occupancy;
  - b. Spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; or
  - c. Houses, cabins, condominiums, apartment units, or other dwelling units, or portions of any of these dwelling units that are used for temporary human occupancy.
13. “Transient Lodging Intermediary” means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and charges for occupancy of the transient lodging.
14. “Transient Lodging Provider” means a person that furnishes transient lodging.
15. “Transient Lodging Tax Collector” means a transient lodging provider or a transient lodging intermediary.
16. “Visitor Information Center” means a building or a portion of a building, the main purpose of which is to distribute or disseminate information to tourists.

**SECTION 8.01.030 IMPOSITION OF TAX**

**8.01.031 Imposition and Rate of Tax**

A tax of ten percent (10%) is imposed on any rent or consideration rendered for the sale, service or furnishing of transient lodging.

**8.01.032 Computation of Tax**

The tax must be computed on the total retail price, including all charges other than taxes, paid by a person for occupancy of the transient lodging. The total retail price paid, including all charges other than taxes, paid by a person for occupancy of the transient lodging that is part of a travel package, may be determined by reasonable and verifiable standards from books and records kept in the ordinary course of the transient lodging tax collector’s business.

The tax shall be collected by the transient lodging tax collector that receives the rent or consideration rendered for occupancy of the transient lodging.

**8.01.033 Transient Lodging Tax Collector Reimbursement**

The transient lodging tax collector may withhold a collection reimbursement charge of five percent (5%) of the amount collected pursuant to this section.

**8.01.034 Applicability**



The tax imposed by this Division shall apply to all transient lodging in the unincorporated areas of Curry County; it shall not apply to transient lodging within incorporated cities.

**SECTION 8.01.040 EXEMPTIONS**

The following are exempt from the County TLT tax:

1. A dwelling unit in a hospital, health care facility, long-term care facility or any other residential facility that is licensed, registered or certifies by the Department of Human Services or the Oregon Health Authority.
2. A dwelling unit in a facility providing treatment for drug and alcohol abuse or providing mental health treatment.
3. A dwelling unit that is used by members of the general public for a temporary human occupancy for fewer than thirty (30) days per year.
4. A dwelling unit, the consideration for which is funded through a contract with a government agency and the purpose of which is to provide emergency or temporary shelter.
5. A dwelling unit at a nonprofit youth or church camp, nonprofit conference center or other nonprofit facility.
6. A dwelling unit that is leased or otherwise occupied by the same person for a consecutive period of thirty (30) days or more during the year. The requirements of this subsection are satisfied even if the physical dwelling unit changes during the consecutive period, if:
  - a. All dwelling units occupied are within the same facility; and
  - b. The person paying consideration for the transient lodging is the same person throughout the consecutive period.

**SECTION 8.01.050 USE OF REVENUE**

Per ORS 320.350,

1. At least seventy percent (70%) of net revenue from a new or increased local transient lodging tax shall be used to:
  - a. Fund tourism promotion or tourism-related facilities; and
  - b. Finance or refinance the debt of tourism-related facilities and pay reasonably administrative costs incurred in financing or refinancing that debt, provided that:

- i. The net revenue may be used for administrative costs only if the unit of local government provides a collection reimbursement charge; and
  - ii. Upon retirement of the debt, the unit of local government reduces the tax by the amount by which the tax was increased to finance or refinance the debt.
2. No more than thirty percent (30%) of net revenue from a new or increased local transient lodging tax may be used to fund other County services.

**SECTION 8.01.060                      IMPLEMENTING ORDINANCE AUTHORIZATION**

The Board may, by separate ordinance, promulgate additional definitions, rules and regulations necessary or convenient for the administration, collection, refund, and enforcement of this Division.

## **ARTICLE EIGHT**

### **DIVISION TWO                      IMPLEMENTATION OF TRANSIENT LODGING TAX**

#### **SECTION 8.02.010                      STATEMENT OF PURPOSE AND AUTHORITY**

This Division is enacted pursuant to Curry County Transient Lodging Tax (“TLT”) Implementing Ordinance; Ordinance No. 19-02 and subsequently amended by Ordinance No. 19-13. The purpose of this Division is to codify the implementation of TLT tax provisions enacted by Ordinance pursuant to Oregon Revised Statutes, Chapter 320.

#### **SECTION 8.02.020                      DEFINITIONS**

1.        “Board” means the Board of County Commissioners of Curry County.
2.        “County” means Curry County, Oregon, a political subdivision of the State of Oregon.
3.        “Occupancy” means the right to the use or possession of any space in transient lodging for dwelling, lodging or sleeping purposes for less than thirty (30) days.
4.        “Occupant” means any individual who exercises occupancy or is entitled to occupancy in transient lodging for a period of thirty (30) consecutive calendar days or less, counting portions of calendar days as full days.
5.        “Person” means any individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group, or combination acting as a unit, or other organization or entity.
6.        “Rent” means the consideration paid or payable by an occupant for the occupancy of space in transient lodging valued in money, goods, labor, credits, property or other consideration. If a separate fee is charged for services, goods, or commodities and the fee is optional, that fee is not included in rent.
7.        “Short-Term Rental” means a house, duplex, multi-plex, apartment, condominium, houseboat, trailer, or other residential dwelling unit for transient lodging occupancy. Generally, a short-term rental is zoned residential or has a building occupancy that only allows for residential use.
8.        “Short-Term Rental Hosting Platform” means a business or other person that facilitates the retail sale of transient lodging by connecting occupants with transient lodging providers, either online or in any other manner. Short-term rental hosting platforms are transient lodging intermediaries.

9. “Tax” means either the tax payable by the transient, or the aggregate amount of taxes due from a transient lodging tax collector during the period for which he is required to report his collections.
10. “Tax Administrator” means the Curry County Board of Commissioners, or its designee.
11. “TLT” means Transient Lodging Tax.
12. “Transient” means any individual who exercises occupancy or is entitled to occupancy in a transient lodging facility for a period of less than thirty (30) consecutive days, counting portions of calendar days as full days. The day the transient checks out of the transient lodging shall not be included in determining the thirty (30) day period if the transient is not charged rent for that day by the transient lodging tax collector. Any such person so occupying space in a transient lodging facility shall be deemed to be a transient until the period of twenty-nine (29) days has expired unless there is an agreement in writing between the transient lodging tax collector and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than twenty-nine (29) consecutive days. In determining whether a person is a transient, uninterrupted periods of occupancy extending both prior and subsequent to the effective date of this Division may be considered. A person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient.
13. “Transient Lodging” or “Transient Lodging Facility” means:
  - a. Hotel, motel and Inn dwelling units that are used for temporary overnight human occupancy;
  - b. Spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; or
  - c. Houses, cabins, condominiums, apartment units, or other dwelling units, or portions of any of these dwelling units that are used for temporary human occupancy.
14. “Transient Lodging Intermediary” means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and charges for occupancy of the transient lodging.
15. “Transient Lodging Provider” means a person that furnishes transient lodging.
16. “Transient Lodging Tax Collector” means a transient lodging provider or a transient lodging intermediary.
17. “Transient Lodging Tax Review Committee” means a committee composed of an accountant, an attorney, a transient lodging tax collector, and two other persons appointed by the Board; and may be owners or operators of transient lodging.

**SECTION 8.02.030**

**COLLECTION AND PAYMENT OF TAX**

Each transient lodging tax collector shall collect the tax imposed by this Division at the same time as the rent is collected from every transient. The amount of tax shall be separately stated upon the transient lodging tax collector. No transient lodging tax collector of a transient lodging facility shall advertise that the tax or any part of the tax will be assumed or absorbed by the transient lodging tax collector, or that it will not be added to the rent, or that, when added, any part will be refunded, except in the manner provided by this Division.

**8.02.031 Tax Owed**

For the privilege of occupancy in any transient lodging after the effective date of this Division, each transient shall pay a tax in the amount required by Curry County Ordinance No. 19-01/Article Eight, Division One of Curry County Code. The tax constitutes a debt owed by the transient to the County, which is extinguished only by payment by the transient lodging tax collector to the County. The transient shall pay the tax to the transient lodging tax collector of the transient lodging facility at the time the rent is paid. The transient lodging tax collector shall enter the tax on his/her records when rent is collected if the transient lodging tax collector keeps his records on the cash accounting basis; and when earned if the transient lodging tax collector keeps his/her records on the accrual accounting basis. If rent is paid in installments, a proportionate share of the tax shall be paid by the transient to the transient lodging tax collector with each installment.

**8.02.032 Collection of Tax by Transient Lodging Tax Collector**

Every transient lodging tax collector shall collect the Tax at the time rent is paid, unless exemption applies. If payment is by credit card, for purposes of this section, payment is made at the time credit card information is provided to the transient lodging tax collector, not when the transient lodging tax collector ultimately receives credit for the transaction. While holding the payment in trust for the County, a transient lodging tax collector may commingle the tax proceeds with the transient lodging tax collector’s funds, but the transient lodging tax collector is not the owner of tax proceeds, except that, when a return is filed, the transient lodging tax collector becomes the owner of the administrative fee authorized to be retained. Transient lodging tax collectors may choose to file returns and remit payment based on amounts accrued but not yet collected.

For rent collected on portions of a dollar, fractions of a penny shall not be remitted.

**8.02.033 Short-Term Rental Housing Platform Fees**

A hosting platform for Short-Term Rentals may collect a fee for booking services in connection with Short-Term Rentals only when those Short-Term Rentals are lawfully registered as operators with the County and possess a certificate of authority at the time the Short-Term Rental is occupied.

**8.02.034 Payment of Tax**

When a return is required under this Division, the transient lodging tax collector required to make the return shall remit the tax due to the Tax Administrator at the time fixed for filing the return.



or source of income, profits, losses, expenditures, or any particular thereof, set forth in any statement, or to permit any statement or application, or copy thereof, or any book containing an abstract or particulars thereof to be seen or examined by any person; provided, that nothing in this subsection shall be construed to prevent:

1. The disclosure or examination of records and equipment by another County official, employee, or agent for collection of taxes for the sole purpose of administering or enforcing and provisions of this Division, or collection of taxes;
2. The disclosure, after the filing of a written request to that effect, to the taxpayer themselves, receivers, trustees, executors, administrators, assigns and guarantors, if directly interested, of information as to any paid tax, any unpaid tax, or amount of tax required to be collected, or interest and penalties; further provided, however, that the County Legal Counsel approves each such disclosure and that the Tax Administrator may refuse to make any disclosure referred to under this paragraph when in his opinion the public interest would suffer thereby;
3. The disclosure of the names and addresses of any persons to whom Transient Occupancy Registration Certificates have been issued;
4. The disclosure of general statistics regarding taxes collected or business done in the County.
5. Disclosure consistent with ORS 192.502(18).

## **SECTION 8.02.050                    EXEMPTIONS**

No TLT shall be imposed upon:

The following are exempt from the County TLT tax:

1. A dwelling unit in a hospital, health care facility, long-term care facility or any other residential facility that is licensed, registered or certifies by the Department of Human Services or the Oregon Health Authority.
2. A dwelling unit in a facility providing treatment for drug and alcohol abuse or providing mental health treatment.
3. A dwelling unit that is used by members of the general public for a temporary human occupancy for fewer than thirty (30) days per year.
4. A dwelling unit, the consideration for which is funded through a contract with a government agency and the purpose of which is to provide emergency or temporary shelter.
5. A dwelling unit at a nonprofit youth or church camp, nonprofit conference center or other nonprofit facility.

6. A dwelling unit that is leased or otherwise occupied by the same person for a consecutive period of thirty (30) days or more during the year. The requirements of this subsection are satisfied even if the physical dwelling unit changes during the consecutive period, if:
  - a. All dwelling units occupied are within the same facility; and
  - b. The person paying consideration for the transient lodging is the same person throughout the consecutive period.

**SECTION 8.02.060 REGISTRATION OF TRANSIENT LODGING PROVIDER**

**8.02.061 Registration**

Every person engaging or about to engage in business as a provider of transient lodging in the County shall register with the Tax Administrator within fifteen (15) days after commencing business. The privilege of registration after the date of imposition of such tax shall not relieve any person from the obligation of payment or collection of tax regardless of registration. Registration shall be on a form provided by the Tax Administrator and shall set forth the name under which the provider transacts or intends to transact business, the location of the place of business or places of business, and such other information to facilitate collection of the tax as the Tax Administrator may require. The registration shall be signed by the provider. The Tax Administrator shall, within ten (10) days after registration, issue without charge a certificate of authority to each registrant to collect the tax from the occupancy, together with a duplicate thereof for each additional place of business of each registrant. Certificates shall be non-assignable and nontransferable and shall be surrendered immediately to the Tax Administrator upon the cessation of business at the location names or upon its sale or transfer. Each certificate and duplicate shall state the place of business to which it is applicable and shall be prominently displayed therein so as to be seen and come to the notice readily of all occupants and persons seeking occupancy. The certificate shall include the following:

- a. The name of the provider;
- b. The address of the transient lodging facility;
- c. The date upon which the certificate was issued; and
- d. The certificate number as assigned by the tax administrator.

**8.02.062 Form of Registration Certificate**

The Registration Certificate shall be in substantially the following form:

“This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Transient Lodging Tax Regulations by registration with the Tax Administrator for the purpose of collection from transients the lodging tax imposed by said County and remitting said tax to



the Tax Administrator. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, or to operate a transient lodging facility without strictly complying with all local applicable laws, including, but not limited to those requiring a permit from any board, commission, department, or office of the County. This Certificate does not constitute a permit.”

**SECTION 8.02.070                      RETURNS**

**8.02.071                                  Returns**

Every transient lodging tax collector is responsible for collecting the tax imposed under this Article, and shall file a return with the Tax Administrator, on or before the last day of the month following the end of each calendar quarter, reporting the amount of tax due during the quarter. The Tax Administrator or its designee shall prescribe the form of the return required by this section, and the Board shall adopt rules by ordinance regarding the preparation and filing of the return and the payment of the tax, including rules requiring that returns be made under penalties for false swearing.

The Tax Administrator has authority to classify or district the transient lodging tax collector for determination of applicable tax periods and shall notify each transient lodging tax collector of the due and delinquent dates for the transient lodging tax collector’s returns. The initial return under this Article may be for less than the three months preceding the due date; thereafter returns shall be made for the applicable quarterly period.

On or before the last day of the month following each quarter of collection, a return for the preceding quarter’s tax collections shall be filed with the Tax Administrator. The return shall be filed in such form as the Tax Administrator may prescribe by every transient lodging tax collector liable for payment of tax. A return must be filed with the Tax Administrator even if no taxes have been collected, except as provided by subsection 8.02.072.

**8.02.072                                  Due Date for Return**

All amounts of such taxes collected by any transient lodging tax collector are due and payable to the Tax Administrator on a quarterly basis on the last day of the following month for the preceding three months; and are delinquent on the first day following the month in which they are due.

Once the amount held by a transient lodging tax collector, other than one that rents privately owned camping or recreational vehicle spaces, equals or exceeds \$100.00; or by December 31<sup>st</sup> of each year if the \$100.00 threshold is not met, the transient lodging tax collector shall remit the tax collected at the next following reporting period as determined in this section.

A transient lodging tax collector that rents privately owned camping or recreational vehicle spaces shall not be required to file a return or pay the tax collected until the amount of money held equals or exceeds \$100.00.

**8.02.073** **Contents of Return**

Returns shall show the amount of tax collected or otherwise due for the related period. The Tax Administrator may require returns to show the total rentals upon which tax was collected or otherwise due, the number of rooms or spaces available during that period, gross receipts of the transient lodging tax collector for such period, and an explanation in detail of any discrepancy between such amounts and the amount of rents exempt, if any.

**8.02.074** **Delivery of Return**

The person required to file the return shall deliver the return, together with the remittance of the amount of the tax due, to the Tax Administrator's office, either by personal delivery or by mail. If the return is mailed, the postmark shall be considered the date of delivery for determining delinquencies.

**8.02.075** **Extensions**

For good cause, the Tax Administrator may extend for not to exceed one month the time for making any return or payment of tax. No further extension shall be granted except by the Transient Lodging Tax Review Committee. Any transient lodging tax collector to whom an extension is granted shall pay interest at the rate of one percent (1%) per month on the amount to tax due. If a return is not filed, and the tax and interest due is not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties described elsewhere in this Division.

**SECTION 8.02.080** **PENALTIES**

The Tax Administrator shall enforce the provisions of this Division.

**8.02.081** **Penalties**

1. Original Delinquency: Any transient lodging tax collector who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by Article Eight, Division One, shall pay the greater of ten percent (10%) of the amount of the tax due or \$100.00 in addition to the amount of the tax.
  
2. Continued Delinquency: Any transient lodging tax collector who has not been granted an extension of time for remittance of tax due, and who failed to pay a delinquent remittance on or before a period of thirty days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of fifteen percent (15%) of the amount of the tax due plus the tax and the ten percent (10%) penalty first imposed.

3. Fraud: If the Tax Administrator determines that the nonpayment of any remittance due under this Article is due to fraud or intent to evade the provisions thereof, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in subsections 8.02.081 and 8.02.082.

**8.02.082 Interest**

In addition to the penalties imposed, any transient lodging tax collector who fails to remit any tax imposed by this Article shall pay interest at the rate of one percent (1%) per month, or fraction thereof, without proration for portions of a month. Interest shall accrue on the amount of the tax due, exclusive of penalties, from the date on which the remittance first became delinquent, and shall continue to accrue until the amount due and interest owing has been paid.

**8.02.083 Penalties and Interest**

Every penalty imposed and such interest as accrues under the provisions of this Division shall be merged with and become a part of the tax herein required to be paid.

**8.02.084 Petition for Waiver**

Any transient lodging tax collector who fails to remit the tax herein levied within the time herein stated shall pay the penalties described in this Section; provided, however, that the transient lodging tax collector may petition the Transient Lodging Tax Review Committee for waiver and refund of the penalty or any portion thereof and the Transient Lodging Tax Review Committee may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

**SECTION 8.02.090 DETERMINATIONS OF DEFICIENCY; EVASION; DELAY**

**8.02.091 Determination of Deficiency**

If the Tax Administrator determines that the returns are incorrect, the amount required may be computed and determined upon the basis of the facts contained in the return or returns or upon the basis of the facts contained in the return or returns or upon the basis of any information in the possession of the Tax Administrator, or that may come into their possession. One or more deficiency determinations may be made of the amount due for one or more than one period, and the amount so determined shall be due and payable immediately upon service of notice as herein provided after which the amount determined is delinquent. Penalties on deficiencies shall be applied as set forth in Section 8.02.080.

**8.02.092 Tax Administrator Ability to Offset**

In making a determination, the Tax Administrator may offset overpayments, if any, which may have been previously made for a period or periods, against any underpayment for a subsequent period or periods, or against penalties and interest on the underpayments. The interest on underpayments shall be computed in the manner set forth in Section 8.02.080.

**8.02.093 Delivery of Notice**

The Tax Administrator shall give to the transient lodging tax collector or occupant a written notice of the determination. The notice may be served personally or by mail. If by mail, the notice shall be addressed to the transient lodging tax collector at the address as it appears on the records of the Tax Administrator. In case of service by mail of any notice required by this Division, such shall be served by mailing notice by certified mail, postage prepaid, return receipt requested.

Except in the case of fraud or intent to evade this Division of authorized rules or regulations, every deficiency determination shall be made and notice thereof mailed within three years after the last day of the month following the close of the quarterly period for which the amount is proposed to be determined, or within three years after the return is filed; whichever period expires later.

**8.02.094 Fraud; Refusal to Collect; Evasion**

If any transient lodging tax collector shall fail or refuse to collect the tax or to make, within the time provided in this Division, any report or remittance of the tax or any portion thereof required, or make a fraudulent return or otherwise willfully attempts to evade the requirements of this division, the Tax Administrator shall proceed in such manner deemed best to obtain the facts and information on which to base an estimate of the tax due. As soon as the Tax Administrator has determined the tax due that is imposed by this Division from any transient lodging tax collector that has failed or refused to collect the same and to report and remit such tax, the Tax Administrator shall proceed to determine and assess against such transient lodging tax collector the tax, interest and penalties provided by this Division. When determination is made, notice shall be given as provided by subsection 8.02.093.

**8.02.095 Delay**

If the Tax Administrator believes that the collection of any tax or any amount of any tax required to be collected and paid to the County will be jeopardized by delay, or if any determination will be jeopardized by delay, the Tax Administrator shall thereupon make a determination of the tax or amount of tax required to be collected, noting the fact upon the determination. The amount so determined as herein provided shall be immediately due and payable and the transient lodging tax collector may petition, after payment has been made, for a redemption and refund of such determination, if a petition is filed within twenty (20) days from the date of service of notice by the Tax Administrator.

**SECTION 8.02.100 REDETERMINATIONS**

**8.02.101 Petition for Redetermination**

Any person against whom a determination is made under Section 8.02.090, or any person directly interested, may petition for a redetermination, redemption and refund within twenty (20) days from the date of service of notice by the Tax Administrator, as required by subsection 8.02.095. If a petition for redetermination and refund is not filed within the time required, the determination becomes final at the expiration of the twenty (20) day period.

**8.02.102 Hearing on Petition for Redetermination**

If a petition for redetermination and refund is filed within the allowable period, the Tax Administrator shall reconsider the determination, and, if the person has so requested in the petition, shall grant the person a public hearing and shall give them twenty (20) days’ notice of the time and place of hearing. The Tax Administrator may continue the hearing from time to time as may be necessary.

The Tax Administrator may decrease or increase the amount of the determination as a result of the hearing and if an increase is determined each increase shall be payable immediately after the hearing.

**8.02.103 Order Following Hearing**

The order or decision of the Tax Administrator upon a petition for redetermination of a redemption and refund becomes final twenty (20) days after service upon the petitioner of notice thereof, unless appeal of such order or decision is filed with the Transient Lodging Tax Review Committee within twenty (20) days after the service of such notice.

**8.02.104 Applicability of Petition**

No petition for redetermination of redemption and refund or appeal therefrom shall be effective for any purpose unless the transient lodging tax collector has first complied with the payment provisions of this Division.

**SECTION 8.02.110 SECURITY FOR COLLECTION OF TAX**

To ensure compliance with this Division, the Tax Administrator may require transient lodging tax collector to deposit with the County security in a form and amount determined by the Tax Administrator. The amount of security shall not be greater than twice the transient lodging tax collector’s estimated quarterly liability for the period for which they file returns, or five thousand dollars (\$5,000.00), whichever amount is lesser. The amount of security may be increased or decreased by the Tax Administrator subject to limitations herein provided.

At any time within three years after any tax, or any amount of tax required to be collected, becomes due and payable, or at any time within three years after a determination becomes final, the Tax Administrator may bring an action in the courts of this state, any other state, or of the United State in the name of the County to collect the amount delinquent plus penalties and interest, reasonable, attorneys’ fees determined by the court, and court costs.

**SECTION 8.02.120 LIEN**

**8.02.121 Taxes Create Lien**

The tax imposed by this Division together with the interest and penalties, reasonable attorneys’ fees, filing fees, and advertising costs shall be and, until paid, remain a lien from the date of its

recording with the County Clerk, and superior to all subsequent recorded liens on all tangible personal property used in the transient lodging facility of a transient lodging tax collection within the County, and may be foreclosed on and sold as may be necessary to discharge shall be issued by the Tax Administrator whenever the transient lodging tax collector is in default in the payment of the tax, interest, and/or penalty. A copy of the notice shall be sent by certified mail to the transient lodging tax collector. The Tax Administrator may send notice of the lien to owners affected by the lien. The personal property subject to a lien seized by any deputy or employee of the Tax Administrator may be sold at public auction after ten (10) days' notice by one publication in a newspaper of general circulation published in the County. Any lien for taxes shown on the records of the proper County official shall, upon payment of all taxes, penalties, and interest thereon, be released by the Tax Administrator when the full amount determined to be due has been paid to the County and the transient lodging tax collector or person making such payment shall have a receipt stating thereon that the full amount of taxes, penalties, and interest have been paid and that the lien is hereby released and the record of lien is satisfied.

#### **8.02.122 Attachment of Lien to Personal Property**

The lien or liens created by this section attach to all tangible personal property referenced herein. The lien or liens created shall also attach to the proceeds of the sale and tangible personal property subject to the lien or liens if:

- a. Subsequent to the recording of the lien or liens, tangible personal property, or any part thereof, is sold or delivered to an agent, broker, cooperative agency, or other person to be sold or otherwise disposed of; and
- b. The purchaser, agent, broker, cooperative agency, or other person has actual or constructive notice of the filing of the lien or liens, and the proceeds that were received or will be received from the sale or other disposal of the tangible personal property have not been delivered to the owner of the tangible personal property.

#### **8.02.123 Proceeds from Sale of Personal Property**

When a lien created by this section attaches to the proceeds of a sale of tangible personal property under subsection 8.02.122 a purchaser, agent, broker, cooperative agency, or other person shall not deliver the proceeds or that portion of the proceeds equal to the amount of the lien claim to the owner until:

- a. A time specified by Section 8.02.080 of this Division during which a suit to foreclose the lien must be commenced elapses;
- b. A court orders delivery of the proceeds; or
- c. The Tax Administrator issues a receipt stating that the full amount of taxes, interest, penalties, and costs thereon have been paid and that the lien is released and the record of lien is satisfied.

**8.02.124 Destruction of Property Subject to Lien**

Any person to whom a notice of lien has been given as provided by this section, who dismantles, removes from the County, misdelivers, or conceals tangible personal property or the proceeds of the sale of tangible personal property upon which there is a valid lien without the written consent of the lien claimant shall be liable to the lien claimant for damages proximately resulting therefrom which sum may be recovered according to the provisions of Section 8.02.080 of this Division.

**SECTION 8.02.130 REFUNDS**

**8.02.131 Refunds by County to the Transient Lodging Tax Collector**

Whenever the amount of any tax, penalty or interest has been paid more than once or has been erroneously or illegally collected or received by the Tax Administrator under this Division, it may be refunded, provided a verified claim in writing, stating the specific reason upon which the claim is founded, is filed with the Tax Administrator within three years from the date of payment. The claim shall be made on forms provided by the Tax Administrator. If the claim is approved by the Tax Administrator, the excess amount collected or paid may be refunded or may be credited on any amount then due and payable from the transient lodging tax collector from whom it was collected or by whom it was collected or by whom paid and the balance may be refunded to such transient lodging collector, or their administrators, executors or assigns.

**8.02.132 Refunds by County to Transient**

Whenever the tax required by this Division has been collected by a transient lodging tax collector, and deposited by the transient lodging tax collector with the Tax Administrator, and it is later determined that the tax was erroneously paid or illegally collected or received by the Tax Administrator, it may be refunded by the Tax Administrator to the transient, provided a verified claim in writing, stating the specific reason on which the claim is founded, is filed with the Tax Administrator within three years from the date of payment.

**8.02.133 Refunds by Transient Lodging Tax Collector to Tenant**

Whenever the tax required by this Division has been collected by the transient lodging tax collector and it is later determined that the tenant occupies the transient lodging facility for a period exceeding twenty-nine (29) days without interruption, the transient lodging tax collector shall refund to such tenant the tax previously collected from the tenant as a transient. The transient lodging tax collector shall account for such collection and refund to the Tax Administrator. If the transient lodging tax collector has remitted the tax prior to the refund or credit to the tenant, they shall be entitled to a corresponding refund under this section.

**SECTION 8.02.140**

**ALLOCATION OF FUNDS**

The allocation, use and disbursement of TLT funds shall be consistent with ORS 320.300 to 320.350, Curry County Ordinance Nos. 19-01, 19-02, and Curry County Code, Article Eight, Divisions One and Two; and any valid amendments thereto.

1. The portion of monies contained in the Transient Lodging Tax Fund that are dedicated by Article Eight, Division One, for tourism promotion and tourism-related facilities (“TLT Funds”) shall be distributed and administered in accordance with this Section:
  - a. First, subject to Board approval, half shall be allocated to the County Fair Fund, Event Center Account;
  - b. The remainder shall be administered by a Tourism Promotions Committee, appointed by the Board.
  - c. The County Tourism Promotions Committee shall:
    - i. Consist of two members appointed from South Curry County, two members from Central Curry County, two members from North Curry County, as defined by the district boundaries of the three Curry County School Districts, and one member at large. Members shall be composed of individuals who represent a tourism-based business or a promotions based business. The at-large member shall be a community representative. The Committee shall not be comprised of more than three individuals from a similar business industry.
    - ii. Annually conduct a county-wide needs assessment of tourism-related facilities within unincorporated areas.
    - iii. Develop and amend as necessary county-wide and regional strategies for tourism promotion.
    - iv. In the first year, the Committee will prepare and present to the Board for its approval, a written report with findings on its needs assessment for Tourism Related Facilities; county-wide and regional strategies for tourism promotion; and its proposed budget for administration and overhead for the Committee.
    - v. In subsequent years the Committee will prepare and present to the Board for approval, an annual report that contains, in addition to the matters described this section, the details concerning the allocations, amounts and uses of TLT funds during the prior year, an accounting of the Committee’s expenditures of TLT funds for administration and overhead and the unexpended balance of TLT funds in the possession of the Committee.



- vi. The Committee shall work in partnership with other government entities and organizations who participate in tourism promotion to solicit input, expertise, and resources.
  - d. The purpose of the Tourism Promotions Committee is to advise the County on the policies for the uses of TLT funds; the strategies for tourism promotions and the needs assessment for tourism-related facilities.
  - e. Following receipt of a written report described in this section, the Board will conduct a public presentation concerning the report, the proposed percentage allocations for TLT funds, the proposed strategies for tourism promotion and the Committee's performance.
  - f. The Board will annually retain the TLT funds for Tourism Promotion and Tourism Related Facilities until it has approved the performance of the Committee and the Committee's written report for that year, or the created written report for that year. Once such approval has been given, the retained TLT funds will be released to the Committee with the balance due for that year to be released by the County Treasurer before the end of each calendar quarter for the amounts collected in the prior calendar quarter.
  - g. In allocating TLT funds for Tourism Promotion, the Committee shall give preference to collaborative proposals that are consistent with the approved strategies and involve broad participation within the hospitality and tourism industry or other promotional proposals that embrace County-wide themes.
  - h. The Board may provide for limits on the amount of TLT Funds that the Committee may retain for the overhead, administration, and amounts of unallocated TLT funds without coming back to the Board for approval to exceed those limits.
  - i. Other than in subsection (a) above, the Board shall not require specific allocations or create earmarks of tourism related TLT revenues; however, the purpose of creating the Tourism Promotions Committee is to have representation from all areas of the County with the goal that TLT tourism-related revenues be distributed fairly among the County's regions.
2. For General Services:
- a. Not to exceed five percent (5%) of non-tourism TLT revenues may be spent on administration;
  - b. Balance of non-tourism TLT revenues shall be allocated to the General Fund for distribution.

**SECTION 8.02.150**

**TRANSIENT LODGING TAX REVIEW COMMITTEE**

**8.02.151**

**Creation of Committee**

The Board is authorized to create a Transient Lodging Tax Review Committee composed of an attorney, who may be County Legal Counsel; an accountant; a transient lodging tax collector; and two lay members. The Committee shall select from its members a chairman who shall serve at its pleasure. Three members of the Committee shall constitute a quorum. The Committee shall keep a record of its transactions. The Committee shall be deemed to be in the office of the Tax Administrator and shall keep its files in that office. The members of the Committee shall not, at any time, receive any compensation as such members or acting members for their services on the Committee. The Committee shall be appointed by the Board and shall serve four (4) year terms, except that, the accountant, the attorney, and the transient lodging tax collector appointed to the first Committee shall serve three (3) year terms only.

**8.02.152**

**Duties and Powers of Committee**

The powers and duties of the Transient Lodging Tax Review Committee shall be:

1. To hear and determine appeals of orders or decisions of the Tax Administrator made upon petitions for redetermination of tax. The Committee may affirm, modify or reverse such orders or decisions, or dismiss the appeals, as may be just, and shall prescribe such forms, rules and regulations relating to appeals as may be deemed necessary. In review of the Tax Administrator decision or order, the Committee may take such evidence and make such investigation as is deemed necessary. It shall give notice of its determinations in the manner set forth in subsection 8.02.093 and shall file a copy of such determination with the Tax Administrator with certification thereon of the date of service thereof. Such determination shall become final twenty (20) days thereafter and shall thereupon become due and payable, subject to interest and penalties and enforceable by the Tax Administrator in a like manner as an order or decision of the Tax Administrator.
2. To approve, modify or disapprove all forms and policies prescribed by the Tax Administrator in the administration and enforcement of this Ordinance.
3. To hear and determine in such manner as shall be just, any protest which may be made by any person who may be interested, to any form or policy approved or prescribed by the Committee.
4. To grant for good cause, applications for extensions of time in excess of one month, for making any return or payment of tax, and to prescribe rules therefore.
5. To make such investigations as are deemed advisable regarding the imposition and administration of the transient lodging tax and report the findings to the Board; to act in an advisory capacity to the Board on matters pertaining to the transient lodging tax and enforcement problems and to recommend to the Board the adoption, amendment, or repeal of regulations pertaining thereto.

**8.02.153**

**Appeal Transient Lodging Tax**

Any person aggrieved by any decision of the Tax Administrator may appeal to the Transient Lodging Tax Review Committee by filing notice of appeal with the Tax Administrator within twenty (20) days of the serving or mailing of the tax notice or a decision given by the Tax Administrator. The Tax Administrator shall fix a time and place for hearing such appeal and shall give the appellant not less than twenty (20) days written notice of the time and place of hearing.

**SECTION 8.02.160**

**APPEAL TO BOARD OF COMMISSIONERS**

Any person aggrieved by any decision of the Transient Lodging Tax Review Committee may appeal to the Board by filing notice of appeal with the Tax Administrator within twenty (20) days of the serving or mailing of the notice of the decision given by the Transient Lodging Tax Review Committee. The Tax Administrator shall transmit said notice of appeal together with the file of said appealed matter to the Board, who shall fix a time and place for hearing such appeal from the decision of the Transient Lodging Tax Review Committee. The Board shall give the appellant not less than twenty (20) days written notice of the time and place of the hearing of said appealed matter. Action by the Board on appeals shall be decided by a majority of the members present at the meeting where such appeal is considered.

**SECTION 8.02.170**

**VIOLATIONS**

It is unlawful for any transient lodging tax collector or other person so required, to fail or refuse to register, furnish any required return, furnish a supplemental return, or other data required by the Tax Administrator, or to render a false or fraudulent return. No person required to make, render, sign, or verify any report shall make any false or fraudulent report, with intent to defeat or evade the determination of any amount due under this Division.

**SECTION 8.02.180**

**ENFORCEMENT**

Violation of any of the provisions of this Division shall be a Class A Violation, with a maximum penalty of \$2,000.00 in fines. Additionally, penalties may be assessed in accordance with Section 8.02.080 of this Division, and Article Ten of the Curry County Code.



**CURRY COUNTY BOARD OF COMMISSIONERS**  
**REQUEST FOR AGENDA ITEM**  
*BUSINESS MEETING*

<b>Agenda Date:</b>		<b>Agenda Item Title:</b>	
3/5/25		Approval of the DOD Skillbridge internship program for Curry County Aquatic Safety.	
<b>Time Needed:</b>			
5 minutes			
<b>Financial Impact:</b>		<b>Description and Background:</b>	
None - Internship		The Aquatic Safety Program applied for the Skillbridge internship program under the Department of Defense to host an intern for no more than six months. The program has chosen an intern - Declan Debler from the United States Coast Guard - Station Chetco River to enter into the internship program with Curry County Aquatic Safety May 15th 2025.	
<b>Category:</b>			
<input type="checkbox"/>	Action/Discussion		
<input checked="" type="checkbox"/>	Consent		
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
<b>Requested Motion:</b>			
To approve the DOD Skillbridge Program Internship - Declan Debler for the Curry County Aquatic Safety Program.			
<b>Attachments:</b>		<b>Instructions Once Approved:</b>	
1. Order 2. DOD Skillbridge MOU 3. 4. 5.		Sign order and send copy to Luke Martinez	
<b>Contact Person – Name and Department:</b>			<b>Date Submitted:</b>
Luke Martinez - Curry County Aquatic Safety			2/26/25

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

**In the Matter of an Order Accepting the )  
DOD Skillbridge Program Internship ) ORDER NO. \_\_\_\_\_  
for the Aquatic Safety Program )  
)**

**WHEREAS**, the Aquatic Safety Program is currently staffed by one Aquatic Safety Officer – Lifeguard; and

**WHEREAS**, providing pathways for employment and training through internship programs like the Department of Defense Skillbridge program, provide support to the Aquatic Safety Program; and

**WHEREAS**, the Aquatic Safety Officer requests that the Board accept the Department of Defense SkillBridge internship with the Aquatic Safety Program.

**NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS** the acceptance of the DOD Skillbridge internship program with the Aquatic Safety Program.

**DATED** this 5<sup>th</sup> day of March, 2025.

**CURRY COUNTY BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
Brad Alcorn, Chair

Approved as to Form:

\_\_\_\_\_  
Patrick Hollinger, Vice Chair

\_\_\_\_\_  
Michael E. Fitzgerald, OSB #950738  
County Legal Counsel

\_\_\_\_\_  
Jay Trost, Commissioner

U.S. Department of  
Homeland Security

United States  
Coast Guard



Officer in Charge  
United States Coast Guard  
Station Chetco River

16133 Boat Basin Road  
Harbor, OR, 97415  
Phone: (541) 469-3885

1040  
25 Jan 2025

## MEMORANDUM

DEBLER,DECLAN,EDMU Digitally signed by  
DEBLER,DECLAN,EDMUNO 1606427928  
Date: 2025.02.03 09:28:30 -0800  
ND.1606427928

From: Declan E. Debler

Station Chetco River

WIDDOWS,RYAN,S.1179 Digitally signed by  
WIDDOWS,RYAN,S.1179053914  
Date: 2025.02.03 09:17:21 -0800  
053914

To: Ryan S. Widdows, BMCM  
OIC Station Chetco River

Thru: Supervisor

Subj: REQUEST APPROVAL FOR SKILLBRIDGE VOLUNTARY EMPLOYMENT SKILLS  
TRAINING PROGRAM

- Ref:
- (a) Transition of Service Members with Job Training Opportunities and Employment Skills Under the Department of Defense SkillBridge Voluntary Employment Skills Training Program, COMDTINST M1040.7 (series)
  - (b) Military Separations, COMDTINST M1000.4 (series)
  - (c) Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI) for Eligible Service Members, DoD Instruction 1322.29
  - (d) Coast Guard Military Assignments and Authorized Absences, COMDTINST M1000.8 (series)
  - (e) ALCOAST 475/22 Change to Standards of Ethical Conduct Implementing DHS Regulations Relating to Outside Activities

1. I respectfully request permissive TDY orders to participate in the SkillBridge Voluntary Employment Skills Training Program, in accordance with reference (a).

2. Name of the approved SkillBridge program.

Curry County Aquatic Safety

3. Expected start date.

15May2025.

4. Name of company or business.

Curry County Aquatic Safety, through Curry County

Subj: REQUEST APPROVAL FOR SKILLBRIDGE VOLUNTARY  
EMPLOYMENT SKILLS TRAINING PROGRAM

1040  
25 Jan 2025

5. Company Point of Contact. Luke Martinez
- a. martinezl@co.curry.or.us
  - b. (541) 373-1308
  - c. 94235 W Moore St, Gold Beach, OR 97444

6. Service member information. Declan Debler



#

Enclosures:

- 1) Statement of Understanding for Participation in the SkillBridge Employment Skills Training Program
- 2) Proof of Ethics Counseling or Training
- 3) Written Ethics and No-Conflicts Opinion provided by Legal Services Command and DHS Form 480 Outside Activity Form
- 4) Approved Separation Authorization (OPM/EPM)
- 5) TAP Certificate (eForm DD-2648)
- 6) Member Information
- 7) Member Evaluation Summary
- 8) Offer Letter, Training Plan, and Memorandum of Understanding from the SkillBridge Partner

Copy: Unit File

FIRST ENDORSEMENT on Declan E. Debler memo 1040 of 25 Jan 2025

From: Declan E. Debler, BM3  
Station Chetco River

To: Ryan S. Widdows, BMCM  
Station Chetco River

SUBJ: REQUEST APPROVAL FOR SKILLBRIDGE VOLUNTARY EMPLOYMENT  
SKILLS TRAINING PROGRAM

1. I hereby acknowledge receipt of Declan E. Debler memo 1040 of 25 Jan 2025

WIDDOWS.RYAN.S. 1179053914

Digitally signed by  
WIDDOWS.RYAN.S.1179053914  
Date: 2025.02.03 09:18:02 -08'00'

\_\_\_\_\_  
Approve

\_\_\_\_\_  
Disapprove

\_\_\_\_\_  
Other

#

Copy: Unit File



**STATEMENT OF UNDERSTANDING OF CONDITIONS  
FOR PARTICIPATION IN THE DOD SKILLBRIDGE PROGRAM**

I, Declan Edmund Debler, acknowledge that I am fully aware of the conditions for participation in the SkillBridge program.

1. I certify that I have completed at least 180 days on active duty and will separate with an honorable discharge. My requested start date is 15MAY2025.
2. I certify that I meet the qualifications of Para. 10.b. of COMDTINST 1040.7 (series).
3. I certify I have completed a transition assistance program within the last two years.
4. I certify that I have not previously completed, currently participating in or had my participation terminated from an employment skills training program.
5. I understand in order to participate in this program, I must have an approved separation letter on file. I currently have a letter on file with a separation date of 14NOV2025.
6. I understand that I can start this program no earlier than 180 days prior to my last day of active duty.
7. I understand that under no circumstances are extensions of obligated service authorized to complete this training program. I understand should this program extend past my enlistment or after the resignation of my commission and is being conducted off-base, the period for which the program continues after enlistment will be considered to be at my own expense and time.
8. I understand that all leave authorized by policy must be used in conjunction with the DoD SkillBridge program and cannot be used to extend the 180 day authorization or the expiration of enlistment.
9. I understand if I participate in the SkillBridge internship program, I must provide a point of contact, business name, phone and email for the business to which applying.
10. I understand that all leave sold will not exceed the maximum amount of leave sold authorized by policy.
11. I understand that any permissive duty authorized by retirement will not be permitted while participating in the program.
12. I understand that while participating in the program I will remain the responsibility of my parent unit, Station Chetco River, and subject to all pertinent UCMJ articles associated with being on active duty. Should I withdraw from this program, it is my responsibility to report back to my parent command immediately.

13. I understand it is my responsibility to complete the necessary paperwork associated with retirement or separation prior to my last day of active duty.
14. I understand the use of travel funds to participate in this program is not authorized.
15. I understand the approval authority may terminate this program at any time for reasons of military necessity and/or unsatisfactory participation. It is my responsibility, if removed from this program, to report back to my parent command immediately.
16. I have consulted with my servicing legal office and have a written legal opinion regarding any potential conflicts of interest should I participate in this program.

DEBLER.DECLAN.E      Digitally signed by  
DMUND.1606427928      DEBLER DECLAN EDMUND 160642  
7928  
Date: 2025.01.10 09:38:04 -08'00'

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Member's Signature

**10JAN25**

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Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OFFICE OF THE UNDER SECRETARY OF DEFENSE FOR PERSONNEL AND READINESS,  
U.S. DEPARTMENT OF DEFENSE AND  
Curry County**

This Memorandum of Understanding (MOU) is between the Office of the Under Secretary of Defense for Personnel and Readiness (USD(P&R)) of the U.S. Department of Defense (DoD) and Curry County hereinafter referred to collectively as the "Parties."

1. **BACKGROUND:** The DoD SkillBridge Program provides a structured pathway for eligible and authorized Service members to participate in job training and employment skills training, including apprenticeships and internships, within 180 days of separation from active-duty service. The Military-Civilian Transition Office (MCTO), under the authority of the USD(P&R), executes a Memorandum of Understanding (MOU) with public and private organizations who then host SkillBridge programs in accordance with the rules, parameters, procedures, and responsibilities outlined in the MOU.
2. **AUTHORITIES:**
  - 2.1. DoD Instruction (DoDI) 1322.29, "Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI) for Eligible Service members," 24 January 2014
  - 2.2. DoDI 1332.35, "Transition Assistance Program (TAP) For Military Personnel," 26 September 2019
  - 2.3. DoDI 1344.07, "Personal Commercial Solicitation on DoD Installations," 30 March 2006
  - 2.4. DoDI 1000.15, "Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations," 24 October 2008
  - 2.5. 51 U.S. Code § 20113 – Powers of the Administration in performance of functions
  - 2.6. 10 U.S. Code § 1143 - Employment assistance
3. **PURPOSE:** This MOU establishes rules, parameters, procedures, and responsibilities for the SkillBridge Program parties.
4. **UNDERSTANDING OF THE PARTIES:**
  - 4.1 The MCTO will:
    - 4.1.1 Support authorized DoD SkillBridge organizations access on installations under the Department's authority in accordance with installation access protocol.
    - 4.1.2 Provide public information to Service members about the availability, locations, and training opportunities of DoD SkillBridge programs and appropriate resource information on authorized DoD SkillBridge organizations.
    - 4.1.3 Enforce policy that ensures participating Military Departments validate Service members' eligibility to participate and that they have received approval to participate from their first field grade commander, (O-4 and above), in the Service member's chain of command, who is authorized to impose non-judicial punishment under 10 U.S.C. 815, Article 15, also known as the Uniform Code of Military Justice (UCMJ).

4.1.4 Institute policy for Military Departments to authorize designated SkillBridge training locations as the place of duty for participating Service members with the understanding that a member's participation in the program may be terminated at any time, based on mission requirements, the member's conduct, and/or other Service needs.

4.1.5 Conduct a U.S. State business records authentication check. Authorized SkillBridge organizations must remain in good standing for this MOU to remain valid.

4.1.6 Verify DoD SkillBridge providers are established as a business for a minimum of three years (exceptions: federal agencies, state and local government); associated training cost (if any) are not imposed on the Service member by the authorized SkillBridge organization prior to determination of approval; and training plans are reviewed and approved for SkillBridge opportunities prior to being publicly shared.

4.1.7 Resolve Military Departments escalated formal complaints to uphold the integrity and equitable operation of the DoD SkillBridge program.

4.2 The SkillBridge authorized organization Curry County will:

4.2.1 Accept at least the minimum number of SkillBridge candidates annually based on organizational size. Minimum requirement:

- Small business organization with 200 or fewer employees –
  - at least 1 candidate per year;
- Midsize business organizations with more than 200, but less than 400 employees –
  - at least 2 candidates per year;
- Midsize Business organizations with more than 400, but less than 600 employees –
  - at least 3 candidates per year; and
- Large business organizations with more than 600, but less than 1000 employees –
  - at least 4 candidates per year;
- Large business organizations with over 1000 employees –
  - at least 5 candidates per year.

4.2.2 Ensure a minimum of suitable, available full-time positions equal to or exceeding the number of participating service members at any given time.

4.2.3 Provide eligible Service members with on-the-job training (OJT), employment skills training, pre-apprenticeship, apprenticeship, or internship opportunities to enrich professional development experiences with competence-based employment skills, knowledge, or abilities directly linked to job opportunities in the civilian sector and meet the below objectives:

4.2.4 Improve the Service member's competency levels (i.e., knowledge, skills, and abilities) and broaden the range of their competencies by building upon the occupational skills acquired during military service.

4.2.5 Improve or provide skills unrelated to the occupational skills acquired during military service but do relate to the successful performance of a civilian occupation identified by the Service member as their post-transition goal for civilian employment upon separation.

4.2.6 Refine or enhance skills acquired during military service by redirecting skills that were acquired initially with a focus on the military mission toward related skills that are required to successfully perform occupations in the civilian workforce to increase the post-employment opportunities for transitioning Service members.

4.2.7 Ensure employment skills training, pre-apprenticeship, apprenticeship, or internship opportunities are not offered as virtual asynchronous only; online opportunities must include virtual synchronous (i.e., live person-led) training and/or a hybrid with in-person sessions. Asynchronous training (if any) will be less than 50% of the length of the training.

4.2.8 Screen and select Service member candidates for participation based on self-initiated interest; ensure candidates have their Military Department's authorization before starting the SkillBridge program.

4.2.9 Ensure that outside of subsistence, lodging, and home-station to program location travel costs, participating Service members do not incur direct financial costs directly or indirectly related to program administration and delivery (e.g., training fees, training materials, equipment, uniforms, certifications, licensure). At the sole discretion of the Service member, program administration and delivery costs can or may be covered by the Service member's VA GI Bill benefits when said costs qualify for the same and are specifically and clearly identified by the SkillBridge provider in their SkillBridge application. At their sole discretion, the SkillBridge provider may subsidize or reimburse any or all subsistence, lodging, and home-station to program location travel costs if said subsidy or reimbursement is offered to all similar training participants without regard to military affiliation and specifically and clearly identified by the SkillBridge provider in their SkillBridge application.

4.2.10 Ensure Service members who successfully complete the SkillBridge program have a high probability of immediate post-service employment. High probability of employment is defined as 75% or higher of Service members who successfully complete the program receive a qualifying offer of immediate post-service employment with an 85% or higher offer rate as the Key Performance Indicator goal.

4.2.11 Not provide compensation nor gifts to Service members for services performed while participating in the program.

4.2.12 Coordinate with MCTO on matters of participant compliance with other restrictions on acceptance of compensation and gifts, and other ethics rules applicable to Service members as expressed in the criminal conflict of interest statutes (18 U.S.C. §§ 201-209), the Standards of Conduct for Employees of the Executive Branch (5 C.F.R. 2635), and the Joint Ethics Regulation (15 May 2024).

4.2.13 Ensure opportunity does not create a conflict of interest for the Service member, as defined in DoDI 1332.35 or other guidance provided by the Military Departments.

4.2.14 Ensure all information provided on the DoD SkillBridge website, including the status of active recruitment, details about training programs, and points of contact, is kept up to date and accurately reflects the current opportunities and conditions of their SkillBridge offerings.

4.2.15 Submit a request for approval of any new elements or programs to add to their DoD SkillBridge offerings, accompanied by a detailed training plan for each change. This plan should outline the objectives, structure, duration, and expected outcomes of the training, ensuring alignment with the SkillBridge program's goals and standards.

4.2.16 Appoint a representative to maintain continuing liaison with MCTO, the Military Departments, and military installation SkillBridge managers.

4.2.17 Assume overall responsibility for the execution of its SkillBridge program, both on and off participating military installations, as applicable.

4.2.18 Provide a structured and safe training environment for Service members that fully complies with all applicable labor and safety laws, regulations, and standards to ensure a secure and productive learning experience.

4.2.19 Notify the appropriate Military Department, SkillBridge installation liaison, or command approving authority immediately upon discovery of any attendance issues, disciplinary concerns, or injuries relating to a Service member who is a SkillBridge participant.

4.2.20 Conduct a program feedback survey with Service member SkillBridge program participants and work with designated Military Department installation representatives to address any program concerns and, if necessary, to provide final outcomes to USD(P&R).

4.2.21 Upon request, provide MCTO outcome data on the salary, hire and retention rates to include percentage of immediate hire employment offers.

4.2.22 At a minimum, provide program participation data at 90-, and 180-day post-program employment or at the request of MCTO. At a minimum, data will include the number of participants accepted into the program, their Military Service association, the number of participants who complete the program, the number of participants offered qualifying employment, the number of participants who accepted qualifying employment, the industry of the employment offer, and their starting salary offer.

4.2.23 Not suggest or imply official DoD or Military Department sanction or endorsement of their organization's products or services because of participation in the SkillBridge program or otherwise.

4.2.24 Inform the respective Installation Public Affairs Office (PAO) when any local or regional media coverage is expected relating to the SkillBridge program and MCTO when national media coverage is expected. Include all materials intended for use in connection with such coverage in the notification to the respective Installation PAO or MCTO in the case of national media coverage. This requirement does not include communications conducted solely through their own marketing or social media platforms.

4.2.25 Only use the DoD SkillBridge name and logo as an approved SkillBridge provider in conjunction with DoD authorized provider programs. Approved use includes provider informing audiences of their participation in the program on websites and resource material used to support the DoD SkillBridge participants. The provider will include a disclaimer in each case to avoid the appearance of DoD endorsement of their products or services. All other proposed uses must be approved by MCTO. The DoD SkillBridge name and logo may not be used for commercial use, such as for-profit activities or advertisement of business, services, or products, or to imply endorsement of the provider by the DoD.

4.3 DoD SkillBridge authorized Third Party Providers (i.e., organizations facilitating SkillBridge opportunities (compensated or not) on behalf of another line of business within their agency or with external employers) Curry County \_\_\_\_\_ will:

4.3.1 Manage and coordinate SkillBridge opportunities on behalf of employers or providers (e.g., federal, state, or private sector business) who are in good standing with U.S. state oversight.

4.3.2 Maintain regular communication with Service members who are SkillBridge program participants and their host employers.

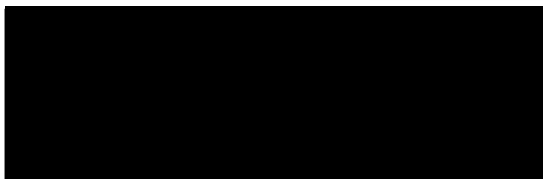
4.3.3 Report, list, and account for all employers being hosted under the organizations umbrella.

4.3.4 Ensure that every employer or organization sponsored, has separate and distinct DoD SkillBridge MOU for MCTO accountability.

## 5. GENERAL PROVISIONS:

5.1 POINTS OF CONTACT. The following points of contact (POCs) will be used by the Parties to communicate the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other Party.

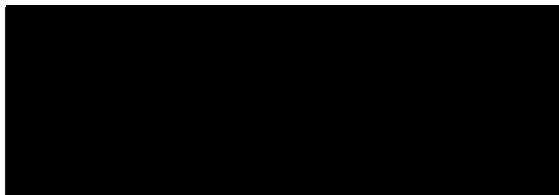
5.1.1



Curry County Aquatic Safety  
Attn: Luke Martinez  
94235 Moore St. Suite 122  
Gold Beach, OR 97444

5.2 CORRESPONDENCE. All official correspondence except for initial transition of this agreement should be mailed to:

5.2.1



Curry County Aquatic Safety  
Attn: Luke Martinez  
94235 Moore St. Suite 122  
Gold Beach, OR 97444

5.3 REVIEW AND MODIFICATION OF MOU: This MOU will be in its entirety biannually for nonfederal entities and triennially for federal and local government entities, and updates will be initiated, as required. This MOU may only be modified by the written consent of the Parties, duly signed by their authorized representatives.

5.4 FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower, other than participating Service members, between the two parties nor does it make any commitment of funds or resources.

5.5 DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive orders, Directives, or Instructions, be resolved by consultation between the Parties in accordance with DoDI 4000.19 "Support Agreements".

5.6 NONENDORSEMENT: In accordance with the Joint Ethics Regulation, DoD is prohibited from endorsing or implying that it will endorse any nonfederal entity, event, product, service or enterprise. The Parties recognize that this agreement does not constitute DoD endorsement of Curry County or any of its products or services.

5.7 TRANSFERABILITY. This MOU is not transferable except with the written consent of the Parties.

5.8 TERMINATION OF UNDERSTANDING. This MOU may be terminated in writing at will by either Party with 90 days written notice to the other Party. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that it is no longer able to meet the terms of this MOU based on military operational requirements or national emergency. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that the SkillBridge provider, or any of its partners or subsidiaries operating under this agreement, fail to comply with the terms of this MOU.

5.9 SERVICE MEMBER RELEASE FROM SKILLBRIDGE OPPORTUNITY: Either the DoD or Curry County may release a Service member from the Program if, in the opinion of either party, the Service member is not actively and satisfactorily participating with the provided training. The DoD may release a Service member from placement with Curry County if it determines that the Service member is not being utilized by Curry County consistent with the goals of the Program. Prior to releasing the Service member, DoD and Curry County shall confer and try to resolve the issue(s), short of release of Service member from the Program. However, each party retains ultimate right to end the Program after consultation with the other party.

5.10 CONSENT TO IDENTIFICATION: Neither party shall use the other party's name outside their organization without the other party's express written consent, which consent shall not be unreasonably withheld or delayed.

5.11 ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties.

5.12 EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.13 EXPIRATION DATE. This MOU expires on 12/29/2026.

AGREED:

Name Michael Fitzgerald

Signed by:  
Michael Fitzgerald  
Signature 9853A2B0DD4145F

Title/Position Director of County Operations

12/3/2024  
Date

For the SkillBridge Program Office

Name Taheesha Quarells, Ph.D.

Signed by:  
Taheesha Quarells, PhD  
Signature F8E50EAB7B424F7

Title Program Initiatives Manager

12/30/2024  
Date





Luke Martinez – Curry County Aquatic Safety Officer – Lifeguard II  
94235 Moore Street, Suite 122 | (541) 373-1308 | luke.martinez@currycountyor.gov

**January 14th, 2025**

U.S. Coast Guard Station Chetco River  
Master Chief Ryan Widdows  
16099 Boat Basin Road  
Brookings, OR 97415

**Dear Master Chief Ryan Widdows:**

The Curry County Aquatic Safety Program has recently been accepted into the Department of Defense (DOD) SkillBridge program. Under this program a current US service member may enroll in an internship program for up to the last six months of their service time.

One of your current Chetco River Station Members – BM3 Declan Deblar has volunteered for our Junior Lifeguard program in the last two years. His overall skill and professional level of service were greatly appreciated. At this time, the Curry County Aquatic Safety Program would like to officially ask for his service under the SkillBridge program. If approved, we would like to onboard Mr. Deblar into our open position by May of 2025. I have attached our signed MOU with the DOD SkillBridge program, job description, and training schedule for reference.

The Curry County Aquatic Safety program aims to reduce aquatic related incidents in and along our shorelines and waterways through our southern Oregon coastline with outreach, education, and response. We are grateful for this opportunity to onboard a skilled service member such as Mr. Deblar and look forward to your support in the process.

Sincerely,

**Luke Martinez – Aquatic Safety Officer – Lifeguard II**



Luke Martinez – Curry County Aquatic Safety Officer – Lifeguard II  
94235 Moore Street, Suite 122 | (541) 373-1308 | [luke.martinez@currycountyor.gov](mailto:luke.martinez@currycountyor.gov)

## **2025 Training Program Dates – DOD SkillBridge Program**

( \* Pre-DOD SkillBridge Training opportunities)

- **\*Open Water Lifeguard Training Qualify Event – Caspar Beach, CA - March 6<sup>th</sup>**
- **\*Lifeguard Training (Ocean – Huntington Beach, CA – Weekends of April 19<sup>th</sup>-20<sup>th</sup>, April 27<sup>th</sup>-27<sup>th</sup>, May 3<sup>rd</sup>-4<sup>th</sup>, May 10<sup>th</sup>-11<sup>th</sup>**
- **Personal Watercraft Operations Course – Oregon City, OR May 20<sup>th</sup>-22<sup>nd</sup>**
- **Drift Boat Operations Course – Medford/White City, OR – June 9<sup>th</sup>-13<sup>th</sup>**
- **Junior Lifeguard Program Session 1 – Port Orford, OR – July 14<sup>th</sup>-18<sup>th</sup>**
- **Junior Lifeguard Program Session 2 – Brookings, OR – August 4<sup>th</sup>-8<sup>th</sup>**



**CURRY COUNTY BOARD OF COMMISSIONERS**  
**REQUEST FOR AGENDA ITEM**  
*BUSINESS MEETING*

<b>Agenda Date:</b>		<b>Agenda Item Title:</b>	
3/5/25		Amending Tower Fees	
<b>Time Needed:</b>			
<b>Financial Impact:</b>		<b>Description and Background:</b>	
		<p>On July 5, 2023, the Board approved an increase in the Communications Tower Fee schedule. It has been brought to the Board that the fees for the Coos Forest Protective Association be reduced by 60% to assist the Association in providing better service to the public.</p>	
<b>Category:</b>			
<input checked="" type="checkbox"/>	Action/Discussion		
<input type="checkbox"/>	Consent		
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
<b>Requested Motion:</b>			
Approve Order reducing Communication Tower fees for Coos Forest Protective Association.			
<b>Attachments:</b>		<b>Instructions Once Approved:</b>	
1. Order 2. 3. 4. 5.			
<b>Contact Person – Name and Department:</b>			<b>Date Submitted:</b>

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

**In the Matter of an Order Adjusting )  
Communications Towers Fees for Coos ) ORDER NO. \_\_\_\_\_  
Forest Protective Association )**

**WHEREAS**, on July 5, 2023, the Curry County Board of Commissioners approved a Communications Tower Fee schedule addressing public agency colocation and other general materials, services, and uses of County communications towers and tower sites; and

**WHEREAS**, the Board has concerns that the fees assessed to the Coos Forest Protective Association (“CFPA”) adversely impacts its ability to provide service to the public due to the extent of its use to ensure County-wide communications coverage; and

**WHEREAS**, it is reasonable to consider a reduction in fees on a case by case basis if that reduction results in public benefit.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT**, effective retroactively to July 1, 2023, and until otherwise ordered by the Board, the total fee assessment for communications tower charges to CFPA shall be reduced by sixty percent (60%).

**DATED** this 5<sup>th</sup> day of March, 2025.

**BOARD OF CURRY COUNTY COMMISSIONERS**

\_\_\_\_\_  
Brad Alcorn, Chair

Approved as to Form:

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Patrick Hollinger, Vice Chair

\_\_\_\_\_  
Michael E. Fitzgerald, OSB #950738  
Curry County Legal Counsel

\_\_\_\_\_  
Jay Trost, Commissioner



**CURRY COUNTY BOARD OF COMMISSIONERS**  
**REQUEST FOR AGENDA ITEM**  
*BUSINESS MEETING*

<b>Agenda Date:</b>		<b>Agenda Item Title:</b>	
3/5/25		Discussion - Natural Resource Advisory Committee	
<b>Time Needed:</b>			
<b>Financial Impact:</b>		<b>Description and Background:</b>	
		Commissioner Trost requested a discussion item on the creation of a Natural Resource Advisory Committee	
<b>Category:</b>			
<input checked="" type="checkbox"/>	Action/Discussion		
<input type="checkbox"/>	Consent		
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
<b>Requested Motion:</b>			
<b>Attachments:</b>		<b>Instructions Once Approved:</b>	
1.			
2.			
3.			
4.			
5.			
<b>Contact Person – Name and Department:</b>			<b>Date Submitted:</b>