



**CURRY COUNTY
BOARD OF COMMISSIONERS**

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**AGENDA
JOINT PLANNING/BOC BUSINESS MEETING**

October 19, 2023

6:00 p.m.

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

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. AMENDMENT AND APPROVAL OF THE AGENDA

3. 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@co.curry.or.us. Public comments are limited to three (3) minutes per speaker.

4. PRESENTATIONS

A. Curry Transportation System Plan – Kittleson & Associates

5. CONSENT AGENDA

- A. Approve Minutes for Business Meeting on October 4, 2023
- B. Adopt Position Description – Deputy Clerk I
- C. Approve Promotion – V. James
- D. Adopt Position Description – Electronic Records Specialist
- E. Adopt Position Descriptions – Economic Development
- F. Adopt Position Description – Corrections Sergeant
- G. Approve Re-Hire – B. Crockett
- H. Adopt Position Description – Department Specialist II
- I. Approve signatory authority – Deputy Treasurer
- J. Adopt Rules of Order

6. DISCUSSION/ACTION ITEMS

- A. Employee Life Insurance Plan Benefits – Proposal
 - i. Nippon Life Benefits Proposal
- B. Parks Expansion and Department Change
 - i. Order
 - ii. Prior Order - 23057
- C. Brookings Social Security Bar – Management by County Parks
 - i. Information Packet

- D. Wildfire Hazard Map Letter
 - i. Draft Letter

7. ELECTED OFFICIAL UPDATES

8. COMMISSIONER UPDATES

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

9. EXECUTIVE SESSION

- A. 192.660(2)()

10. 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.”

11. ADJOURN

*Meetings are recorded and will be available on 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
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
October 19, 2023	Joint Planning Commission/Board of Commissioners presentation by	
Time Needed:	Kittleson and Associates and discussion of the Recommendations of the	
1 hour	County Transportation System Plan (TSP).	
Financial Impact:	Description and Background:	
	The County is working with Kittleson and Associates to update the County	
Category:	Transportation System Plan. The TSP recommendations will be presented	
<input type="checkbox"/> Action/Discussion	for discussion. A public workshop will be held during the evening of	
<input type="checkbox"/> Consent	October 18 th to further solicit public input on the recommendations.	
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input checked="" type="checkbox"/> Presentation		
Requested Motion:		
None		
Attachments:	Instructions Once Approved:	
1. TSP Tech Memo #7		
2. TSP Project Prospectus Sheets		
Contact Person – Name and Department:		Date Submitted:

Becky Crockett, Planning Director

October 10, 2023



TECHNICAL MEMORANDUM #7

Date: October 2, 2023
To: Project Management Team
From: Kittelson & Associates, Inc.
Project: Curry County Transportation System Plan Update
Subject: Draft Tech Memo #7: Preferred Alternative

Project #: 23021.050

INTRODUCTION

This memorandum identifies a preferred alternative for Curry County's transportation system from the alternatives evaluation presented in Technical Memorandum #6. Based on the results from the evaluation matrix (described in Technical Memorandum #6 and revisited below) and input from the community, the project team has selected preferred alternatives for the following elements of the County's transportation network within the urban and rural areas:

- Roadway Network
 - Functional Classification Changes
 - Roadway Design Standard Modifications
 - Roadway Connectivity Enhancements
- Traffic Safety
 - Preferred Roadway Segment Alternatives
 - Preferred Intersection Alternatives
 - Preferred Non-Motorized Alternatives
- Non-Motorized Transportation Network
 - Preferred Pedestrian and Bicycle Alternatives in Rural Areas
 - Preferred Pedestrian and Bicycle Alternatives in Urban Areas
 - US 101 Preferred Alternatives

In cases where no alternatives are presented under other categories, for example, intersection capacity improvements, no needs were identified through technical analyses or public input.

A draft set of project prospectus sheets have been developed for roadways that have demonstrated the greatest need for multimodal and safety improvements. This memorandum identifies which preferred alternatives include accompanying project prospectus sheets.

Further, this memorandum catalogues projects within the study area that are included in various adopted plans or studies. Carrying these projects into the Curry County Transportation System Plan (TSP) Update promotes consistent planning as well as coordination between the various agencies that own roadways within the county.

The information provided in this memorandum will lay the groundwork for preparing the Draft Curry County TSP Update.

PREFERRED ALTERNATIVE EVALUATION

An evaluation matrix was developed to assist in the selection of a preferred alternative for each transportation deficiency identified through previous technical analyses and community input. The matrix includes several criteria that reflect the TSP goals and objectives identified in Technical Memorandum #1 (Goals, Objectives, and Evaluation Criteria), as well as discussions with County and ODOT staff. The criteria include mobility, cost, safety, land use, environmental impacts, and multimodal. Each criterion falls within one or more of the TSP goals. The criteria were designed to be qualitative and used to provide a quick comparison of the alternatives to select the one that best fits with the goals and objectives of the plan. Table 1 presents the alternatives evaluation matrix that was used to narrow down the preferred alternatives. Note that the matrix was used specifically to identify preferred capital improvements as opposed to assessing standards.

Table 1. Alternatives Evaluation Matrix

Objective	Evaluation Criteria	
Mobility		
Motor Vehicle	Will the project help relieve congestion or reduce v/c?	Yes / Unknown/ No
Freight	Will the project improve freight movement or intermodal connectivity?	Yes / Unknown/ No
Ped/Bike	Does the project help encourage active transportation (walk, bike, transit)?	Yes / Unknown/ No
Cost		
Cost Estimate	What is the Rough Order of Magnitude (ROM) cost estimate?	High / Med / Low
Existing Funding	Is there currently funding available to complete this project?	Yes / Unknown/ No
Potential Funding	Is it likely that the project will leverage alternate funding?	Yes / Unknown/ No
Safety		
Identified Need	Will the project address an existing safety issue?	Yes / Unknown/ No
Crash Reduction	Does the project have a Crash Modification Factor (CMF) of < 1.0?	Yes / Unknown/ No
Safety Conflicts	Does the project reduce conflict points between modes?	Yes / Unknown/ No
Land Use		
Economic Development	Does this project provide/improve access to an area identified for future growth?	Yes / Unknown/ No
Consistency	Is the project consistent with the comprehensive land use plan?	Yes / Unknown/ No
Compliance	Is the project supportive of County and/or State land use goals?	Yes / Unknown/ No
Environmental Impacts		
Environmental Impact	Will the project impact an environmentally sensitive area?	Yes / Unknown/ No
Neighborhood Impact	Will the project impact an area with high concentrations of Title VI or Environmental Justice (EJ) populations?	Yes / Unknown/ No
Mode Choice	Will the project improve mode choice in an area with high concentrations of Title VI or Environmental Justice (EJ) populations?	Yes / Unknown/ No
Multimodal		
Bicyclist Comfort	Will the project reduce Bicycle Level of Traffic Stress (BLTS)?	Yes / Unknown/ No
Pedestrian Comfort	Will the project improvement Pedestrian Qualitative Multimodal Assessment (QMA) ratings?	Yes / Unknown/ No

The results from assessing the alternatives in Technical Memorandum #6 (Alternative Evaluation) against the evaluation matrix above are presented in the following sections.

ROADWAY NETWORK

This section summarizes the preferred alternatives to address gaps, deficiencies, and needs in the roadway network as well as facilitate improvements to the non-motorized transportation network.

Functional Classification Changes

The County's current functional classification plan includes designations for all County owned and maintained facilities, including those in the incorporated cities. Table 2 summarizes the changes to the Federal and County classifications of County roadways, which are shown in **bold**. Figure 1 illustrates the changes shown in Table 2.

Table 2. Functional Classification Changes

Road	From	To	Current Classification		Proposed Classification	
			County	Federal	County	Federal
Agness-Illahe Rd	920 Ft S. of Cougar Ln	End County Road	Rural Minor Collector	None	Rural Minor Collector	Minor Collector
Bowman St	Langlois Mountain Rd	1st Street	Residential/Local	Minor Collector	Residential/Local	Residential/Local
Cemetery Loop Rd	US 101 (South End)	Deady St (Port Orford)	Rural Minor Collector	None	Rural Minor Collector	Minor Collector
China Mountain Rd	Noble Dr	Humbug Park Rd	Rural Minor Collector	None	Rural Minor Collector	Minor Collector
E Benham Ln	US 101	Road Narrows #98295	Rural Minor Collector	None	Rural Minor Collector	Minor Collector
Elk River Rd	MP 5.58	USFS Boundary	Rural Major Collector	Minor Collector	Rural Major Collector	Major Collector
Grassy Knob Rd	US 101	End of Pavement	Rural Minor Collector	None	Rural Minor Collector	Minor Collector
Grizzly Mountain Rd	City Limits – Bear Mountain Rd	End County Road Sign	Rural Minor Collector	None	Rural Minor Collector	Minor Collector
Langlois Mountain Rd	Bethel Creek Rd	End of County Road	Rural Minor Collector	None	Rural Minor Collector	Minor Collector
Langlois Mountain Rd	US 101	Bowman St	Rural Minor Collector	None	Rural Minor Collector	Rural Minor Collector
N Bank Chetco River Rd	Don Cameron Bridge	USFS Boundary	Rural Minor Collector	Major Collector	Rural Major Collector	Major Collector
Old Coast Rd	Wedderburn Loop Rd	End County Rd / Gate	Rural Minor Collector	None	Rural Minor Collector	Minor Collector
Ophir Rd	US 101 (North End)	MP 0.38	Rural Minor Collector	Major Collector	Rural Minor Collector	Minor Collector
Paradise Point Rd	US 101	End of Pavement	Residential/Local	Minor Collector	Minor Collector	Minor Collector
Parkview Dr	130 Ft East of Vista Ridge Dr	Airport Parking Lot	Rural Minor Collector	None	Rural Minor Collector	Minor Collector
Pedrioli Dr	US 101	House #15500 / End of Road	Rural Minor Collector	None	Rural Minor Collector	Minor Collector
Rainbow Rock Rd	Carpenterville Rd (South End)	Carpenterville Rd (North End)	Rural Minor Collector	None	Rural Minor Collector	Minor Collector

Road	From	To	Current Classification		Proposed Classification	
			County	Federal	County	Federal
Second St	US 101	Bowman St	Residential/ Local	Minor Collector	Residential/ Local	Residential/ Local
Sixes River Rd	Milepost 7.0	End of Pavement	Rural Minor Collector	Major Collector	Rural Major Collector	Major Collector
Vista Dr	Old Mill Rd	End of Striping	Rural Minor Collector	None	Rural Minor Collector	Minor Collector
W Hoffeldt Ln	US 101	End of County Road	Rural Minor Collector	None	Rural Minor Collector	Minor Collector
Wedderburn Loop Rd	US 101 (South Exit)	US 101 (North Off-Ramp)	Rural Minor Collector	None	Rural Minor Collector	Minor Collector
Zimmerman Ln	US 101	Shopping Center Ave	Rural Major Collector	None	Rural Major Collector	Major Collector

Changes to the County classifications will occur with adoption of the TSP Update while changes to the Federal classification will occur following adoption of the TSP Update and approval from the Oregon Department of Transportation (ODOT) and Federal Highway Administration (FHWA). Changes to the classifications will change the design standards that apply to the streets and the eligibility for federal funding.

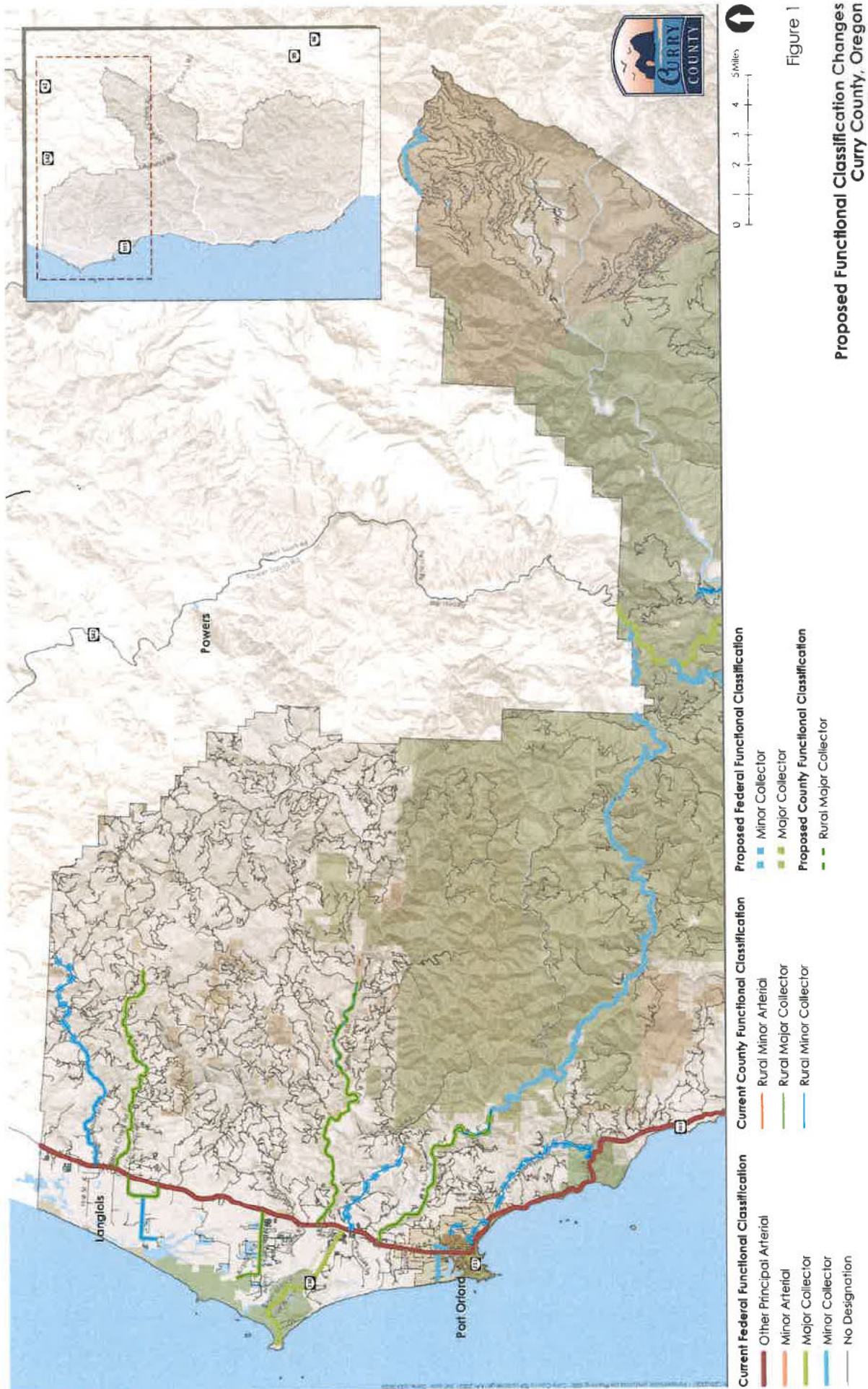
Roadway Design Standard Modifications

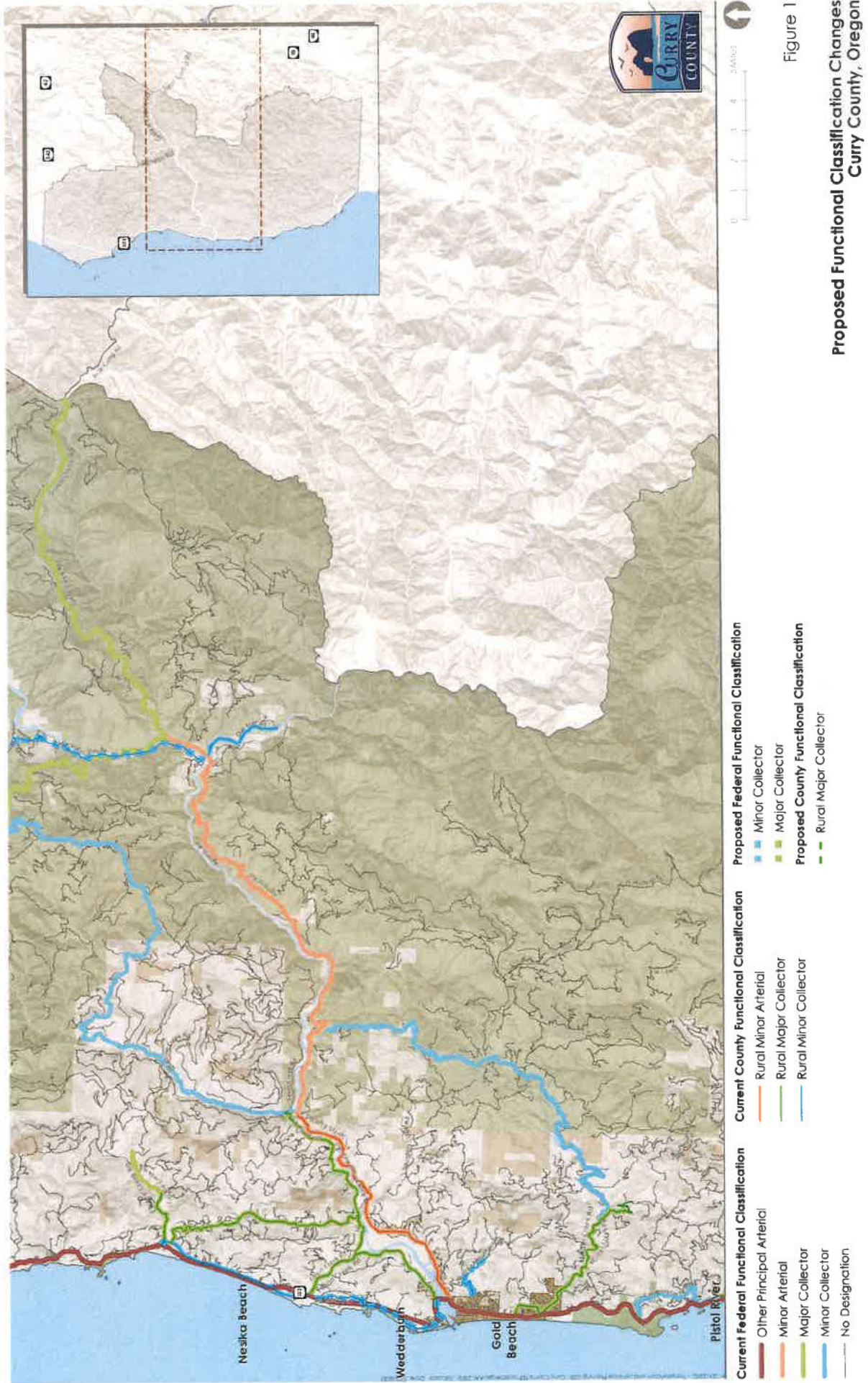
The County's current street design standards provide guidance for the development of rural county facilities, including those in the rural unincorporated communities (e.g., Langlois, Agness, Wedderburn, Carpenterville, and Harbor). The County's current standards do not specify a minimum width for paved shoulders; in turn, much of the County's rural roadway network lacks paved shoulders, contributing to the non-motorized and traffic safety conditions presented in previous technical analyses. The following cross sections present updated roadway design standards for County facilities in rural areas and unincorporated communities. For County facilities within the urban areas of Brookings, Gold Beach, and Port Orford, the County should defer to the standards of the respective incorporated city where feasible and unless specific roadway projects are not identified.

Minor Arterial

Minor arterials link cities or land uses that generate large numbers of trips. Travel speeds will be relatively high with minimum interference to through movements. Jerry's Flat Road is the only minor arterial within the County. The cross section shown below increases the minimum surface width of a minor arterial from 26 to 36-feet, which includes 7-foot paved shoulders on both sides.







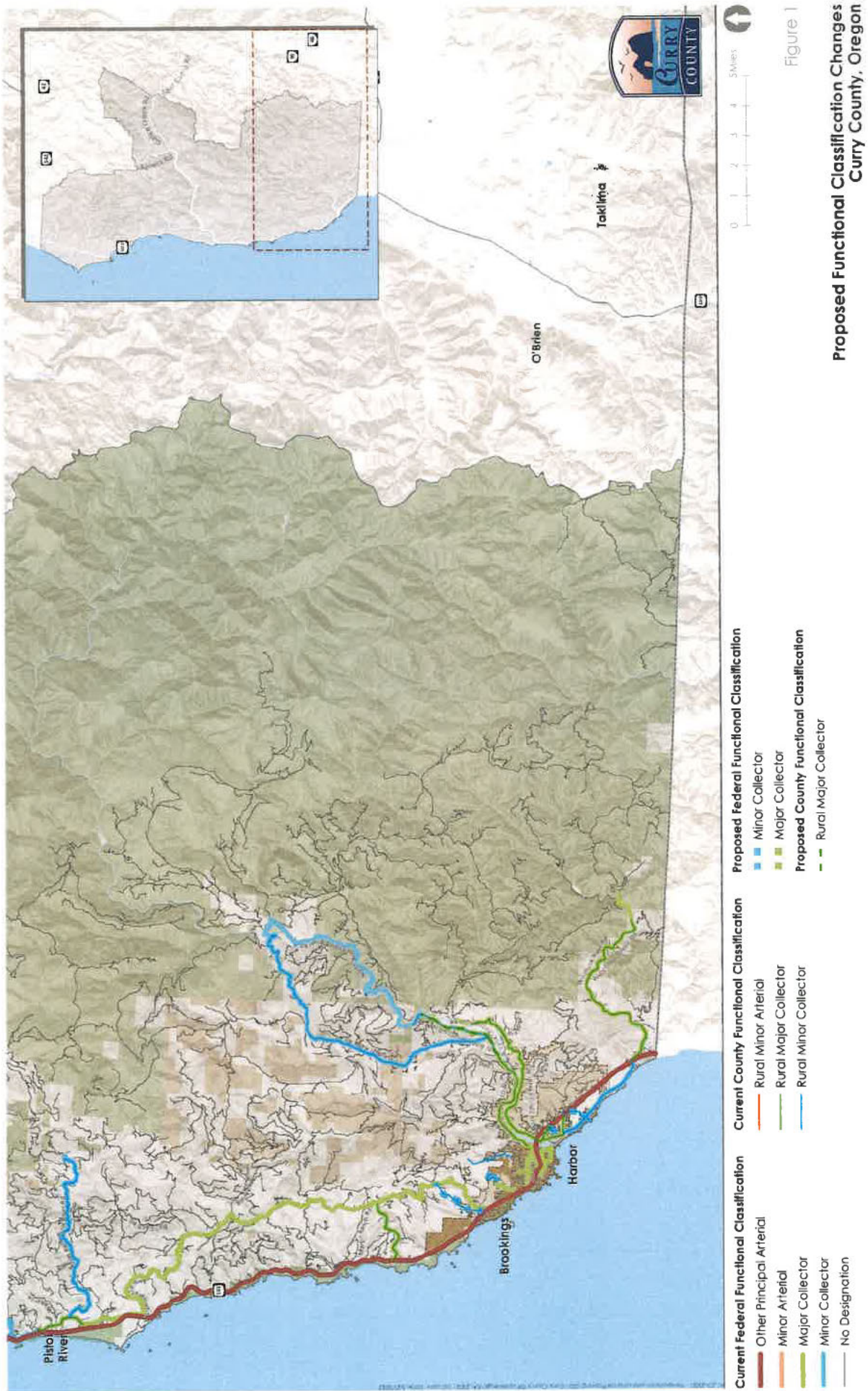


Figure 1

Proposed Functional Classification Changes
Curry County, Oregon

Major Collectors

Major collectors provide service to land uses that generate trips such as consolidated schools, shipping points, parks, mining, and agricultural areas. This type of road links minor collectors with streets of higher classification. County road examples include Airport Road, Cedar Valley Road, and North Bank Chetco River Road. The cross section shown below increases the minimum surface width of a major collector from 26 to 34-feet, which includes 6-foot paved shoulders on both sides.



Minor Collectors

Minor collectors provide service to small communities. This type of road links locally important land uses that generate trips with rural destinations. County road examples include Floras Lake Road, Nesika Road, and Oceanview Drive. The cross section shown below increases the minimum surface width of a minor collector from 26 to 34-feet, which includes 6-foot paved shoulders on both sides.



Resource/Industrial/Commercial

Resource/Industrial/Commercial streets primarily access adjacent land, carry significant volumes of timber, mining or agricultural products and/or provide service to a large industrial or commercial facility. County road examples include McKenzie Road, Nesika Beach Dump Road, Boat Basin Road. The cross section shown below increases the minimum surface width of a resource/industrial/commercial street from 24 to 30-feet, which includes 4-foot paved shoulders on both sides.



Local / Residential Streets

Local roads and residential streets are public roads that are not city streets, State highways, or federal roads that connect local uses with the collector system. Property access is the main priority and through traffic is discouraged. The cross section shown below increases the minimum surface width of a local /residential street (Residential 11+ dwelling units) from 20 to 24-feet, which includes 2-foot paved shoulders on both sides.



Roadway Connectivity Enhancements

Roadway connectivity can improve the overall operations and safety of a roadway network primarily by distributing traffic, but also by providing the community with alternative routes in case of emergencies (e.g., landslides, earthquakes, tsunamis, etc.). A primary priority of the County is to improve the redundancy and resiliency of its system and this goal could be advanced through increasing roadway network connectivity. The recommended functional classification changes described and illustrated in the previous section help to identify major routes throughout the county that could be improved for regular travel. Figure 2 identifies the following network of routes that should be considered as high priority for upgrades. Preferred alternatives for these facilities are included in the traffic safety and non-motorized transportation network sections below.

- Elk River Road
- China Mountain Road
- Euchre Creek Road
- Cedar Valley Road
- Edson Creek Road
- N Bank Rogue River Road
- Jerry's Flat Road
- Agness Road
- Bear Camp Road
- Galice Creek Road
- Pistol River Loop
- Carpenterville Highway (OR 255)
- Cape Ferello Road

In order to improve the connectivity between some of these County roads, coordination might be required with the United State Forest Service and Bureau of Land Management (BLM) as they have jurisdiction over some of the roadways that would complete alternative routes. Coordination with neighboring counties might also be required, including Coos, Douglas, and Josephine, to transition improvements across county boundaries.

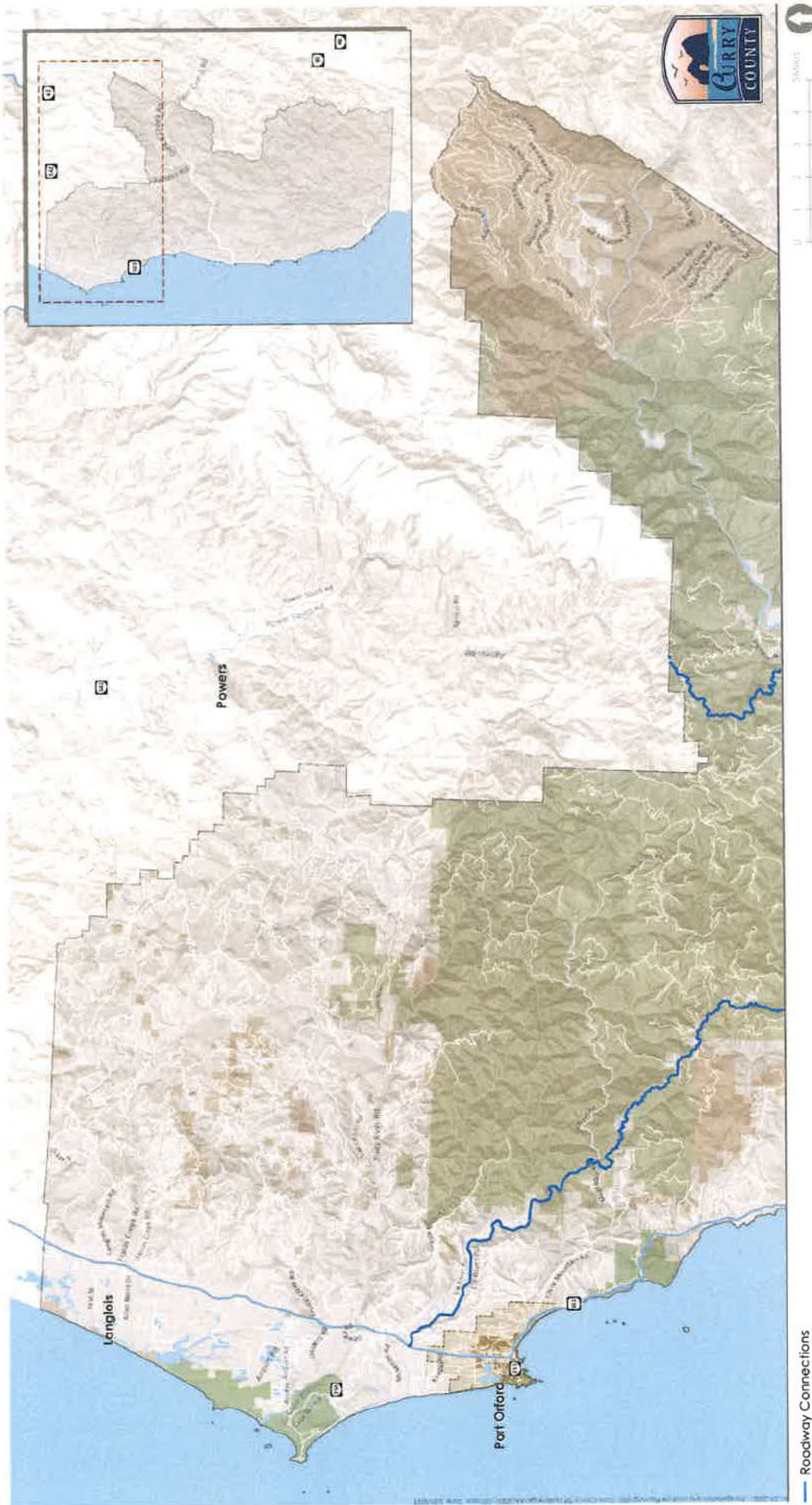
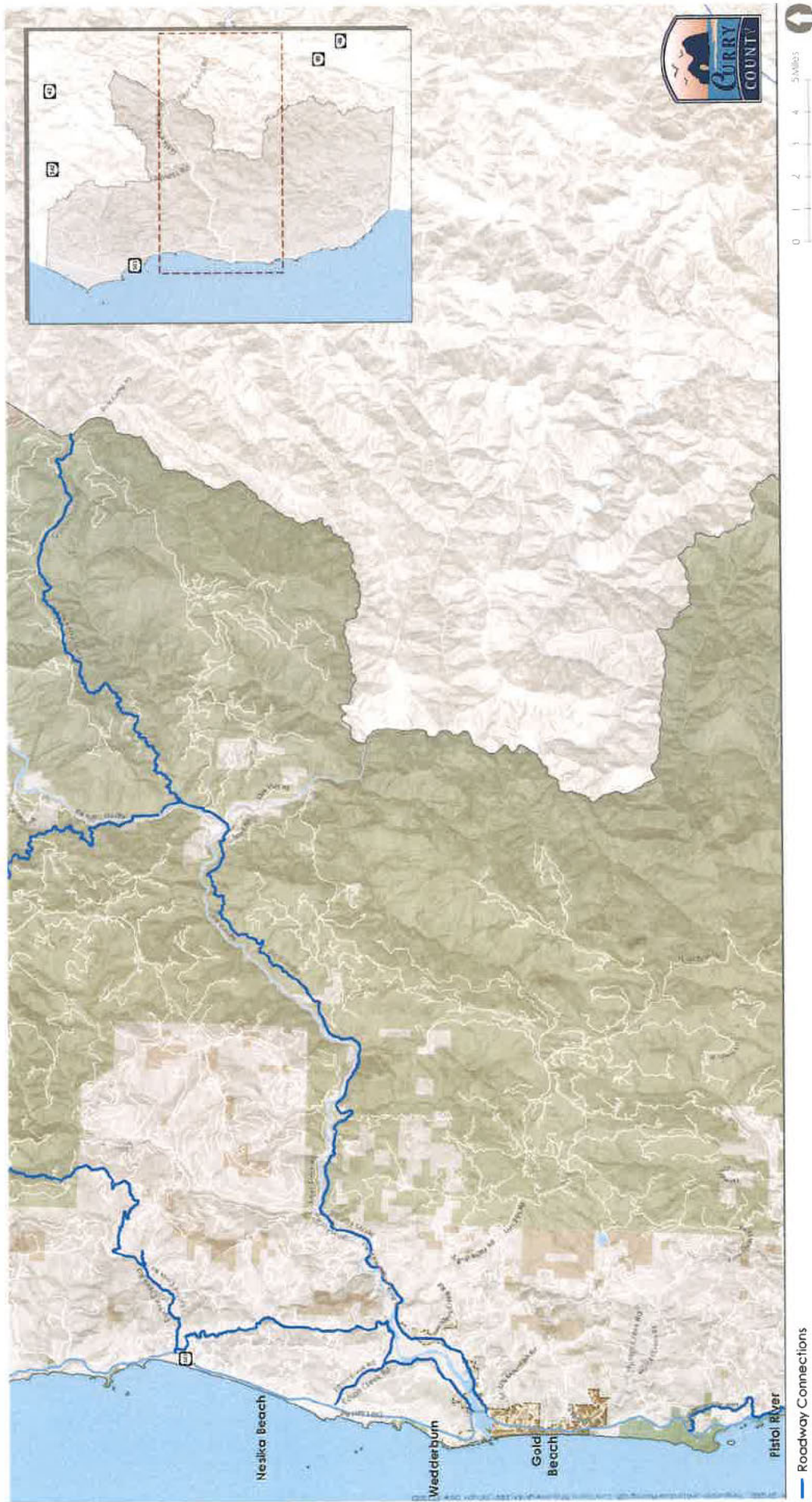
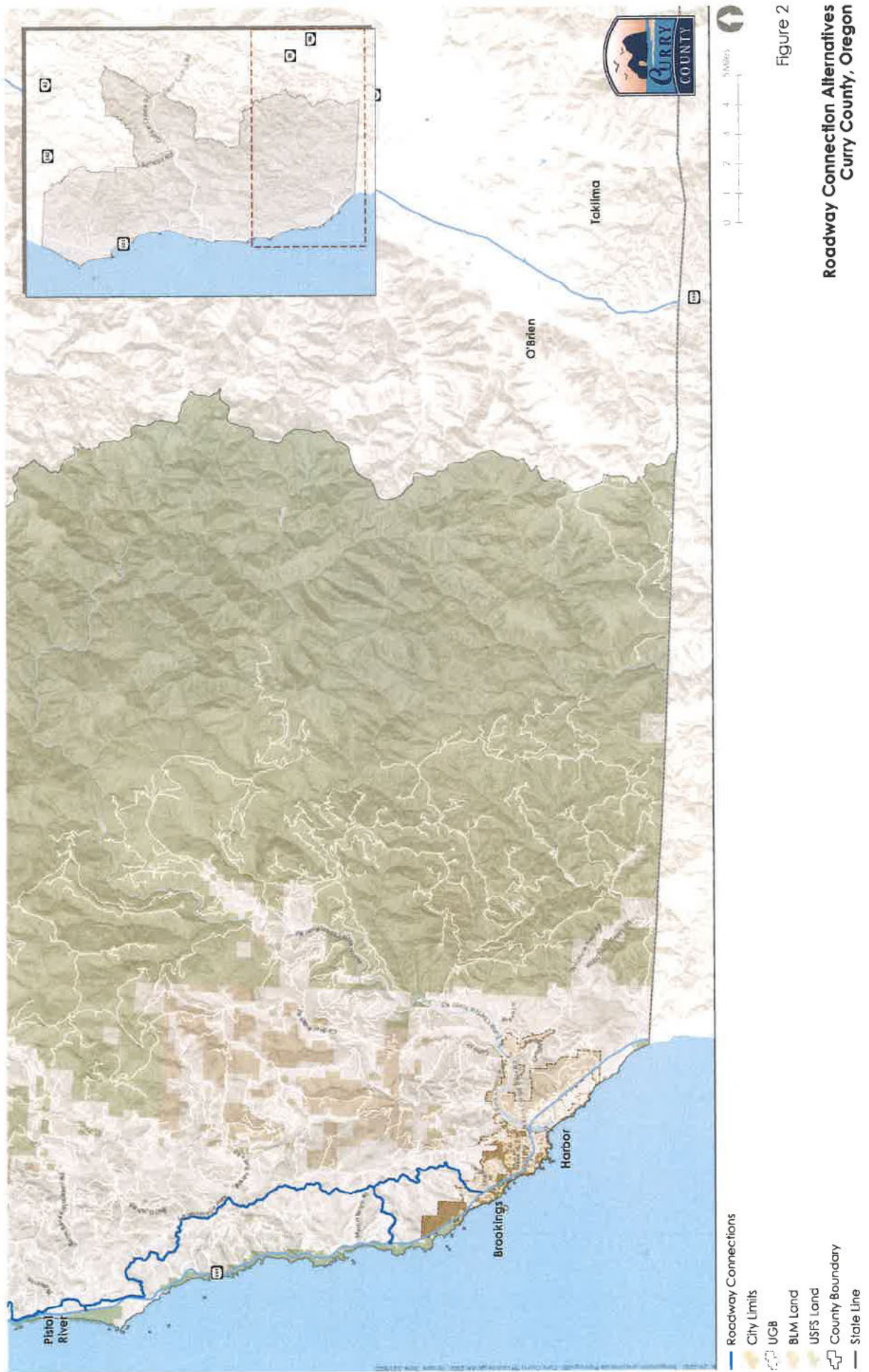


Figure 2

Roadway Connection Alternatives Curry County, Oregon





TRAFFIC SAFETY

Traffic safety was identified as one of the top priorities for Curry County's transportation system based on an evaluation of its crash history and feedback from the community. This section presents the preferred traffic safety alternatives for key roadways and intersections in the county on a systemic level and at specific locations. Traffic safety alternatives can be unique to other capital improvements in that multiple treatments can be applied in one location. Therefore, a single safety alternative may not be identified for each location, rather, several treatments are offered that can be implemented individually or together depending on feasibility and crash reduction goals. The treatments selected were assessed with the evaluation matrix and more cost-prohibitive alternatives from Tech Memorandum #6 (Alternative Evaluation) were not advanced.

Preferred Roadway Segment Alternatives

As presented in Technical Memorandum #6 (Alternative Evaluation), over 75 percent of the reported crashes along roadway segments that had excessive crash rates were considered "roadway departure." A roadway departure crash occurs after a vehicle crosses an edge line or a center line, or otherwise leaves the traveled way, such as head-on collisions, sideswipes, and run-off-the-road crashes. Table 3 presents the preferred safety treatments from ODOT's Crash Reduction Factor (CRF) list to help reduce roadway departure crashes in the county.

Table 3. Roadway Departure Crash Systemic Treatments

Treatment	Crash Types	Crash Severities	Service Life	Area Type	CRF
Install Required Chevron Signs on Rural Horizontal Curves (Ballbanking and Revised Speed Riders Included)	Run Off the Road	All Injury (Except PDO)	10 Years	Rural	16%
Provide Static Combination Horizontal Alignment/Advisory Curve Warning Sign	All	All Injury (Except PDO)	10 Years	Rural or Urban	13%
Install Raised or Recessed Pavement Markers	Night	All	10 Years	Rural or Urban	15%
Install Edgeline Striping (Tangent and/or Curve)	Run Off the Road	All	10 Years	Rural	11%
Install Centerline Rumble Strips ¹	All	All Injury (Except PDO)	10 Years	Rural	12%
	Head-On & Sideswipe				45%
Install Shoulder Rumble Strips ^{1,2}	Run Off the Road	All	10 Years	Rural or Urban	22%
Widen Paved Shoulder by 3 Feet ³	All	All	20 Years	Rural or Urban	18%
Upgrade Existing Markings to Wet-Reflective Pavement Markings	Wet Road	All	10 Years	Rural or Urban	14%
Install Wider Edgelines (4 in to 6 in)	All	All	10 Years	Rural	14%

¹Application in urban areas may need greater consideration due to noise for nearby residential developments.

²Requires a paved shoulder.

³ODOT provides other shoulder widening CRFs by 1 and 2 feet. However, many County roads do not include a paved shoulder so the alternative for consideration is the maximum widening to achieve a safer shoulder and move toward the cross-section standards from the previous memo section.

Certain treatments may or may not be appropriate in specific contexts depending on adjacent land uses and are identified as such in the Table 3. A greater reduction in crashes could be possible along a roadway segment by implementing more than one of these treatments, unless treatments are relatively similar (e.g., rumble strips and wider edge line striping).

Although the alternatives from Table 3 can be applied countywide, Table 4 and Figure 3 identify the roadways in the county that should be prioritized for treatment based on their crash rates. Table 4 also summarizes each roadway segment's roadway departure crash history to help further prioritize implementation.

Table 4. Priority Roadways Identified for Systemic Roadway Departure Treatments (2017-2021 Crashes)

ID	Roadway	Extents	Total Segment Crashes	Roadway Departure Crashes (%)
County Roads				
TS2	Airport Rd ¹	US 101 to the Cape Blanco State Airport	1	1 (100%)
TS3	Elk River Rd ¹	US 101 to Wagner Ln	3	3 (100%)
		Wagner Ln to Haiku Ln (MP 5.5)	2	2 (100%)
		Haiku Ln (MP 5.5) end of County ownership	1	1 (100%)
TS5	Agness-Illahe Rd	Cougar Ln to Agness Rd Fork	1	1 (100%)
		Agness Rd Fork to north of Billings Rd	3	3 (100%)
TS6	Ophir Rd	US 101 (south) to US 101 (north)	5	2 (40%)
TS8	Cedar Valley Rd ¹	N Bank Rogue River Rd to Sidney Way	5	3 (60%)
TS9	N Bank Rogue River Rd ¹	Cedar Valley Rd to Bluebird Ln	6	5 (83%)
TS10	Jerry's Flat Rd ¹	UGB (MP 75.5) to end of County ownership	7	6 (86%)
TS11	Oak Flat Rd	Agness Rd to campground road (MP 3.0)	2	2 (100%)
TS15	Pistol River Loop ¹	OR 255 (south) to OR 255 (north; Cape View Lp)	1	1 (100%)
TS17	Gardner Ridge Rd	Palmer Butte to Hazel Camp Rd	3	3 (100%)
TS19	N Bank Chetco River Rd ¹	Yellowbrick Rd to Brookings UGB (MP 5.0)	7	6 (86%)
		Brookings UGB (MP 5.0) to Gardner Ridge Rd	6	4 (67%)
		Gardner Ridge Rd to MP 8.5	6	4 (67%)
State Highways				
TS4/16	US 101	Cape Ferrelo Rd to Martin Ranch Rd	11	4 (36%)
		Pacific Highland Dr to China Mountain Rd	37	28 (76%)
TS14	OR 255	US 101 (north) to US 101 (south)	1	1 (100%)
		Pistol River Lp to Mark Arch Rd/US 101	2	1 (50%)
		Bull Gulch Rd to Bosley Butte Rd	1	1 (100%)
		Whaleshead Rd to Johns Pl	3	2 (67%)
		Johns Pl to Duley Creek Rd	9	9 (100%)
		Duley Creek Rd to Brookings UGB	6	5 (83%)

Note: TS = Traffic Safety

¹Project includes a Prospectus Sheet with memo.

Other crashes along these roadways, particularly US 101, appear to be related to driveways and roadway pull-outs and could benefit from increased signage (e.g., driveway warning signs). These locations are not identified in Figure 3.

Site Specific Treatments

In addition to the roadway departure crash treatments above, segments of US 101 and Lower Harbor Road may require site specific safety treatments to address unique crash characteristics and community concerns. Those segments and recommended safety treatments are presented below.

US 101

Key rural sections of US 101 were identified for safety treatments to address either wildlife crashes or driving conditions during inclement weather.

- Cape Ferrelo Road to Martin Ranch Road
 - 4 out of the 11 reported crashes in this corridor were with wildlife.
- Pacific Highland Drive/Reinhart Creek Frontage Road to China Mountain Road
 - The crash types with the second highest frequency were with wildlife.
 - The community identified this corridor as exhibiting unsafe driving conditions during inclement weather.
- Cape Sebastian Scenic Corridor
 - The community identified this corridor as exhibiting unsafe driving conditions during inclement weather.

The recommended safety treatments for these US 101 segments are summarized in Table 5.

Table 5. Site Specific Roadway Safety Treatments for Segments of US 101

ID	Roadway	Safety Treatment	Crash Types	Crash Severities	Area Type	CRF
TS4	Pacific Highland Dr/ Reinhart Creek Frontage Rd to China Mountain Rd	Install Wildlife Detection System	Wildlife	All	Rural	87%
		Install Variable Speed Limit Signs ¹	All (Winter Only)	All Injury (Except PDO)	Rural	32%
		Install Icy Curve Warning System ¹	All	All	Rural	18%
TS13	Cape Sebastian Scenic Corridor	Install Variable Speed Limit Signs ¹	All (Winter Only)	All Injury (Except PDO)	Rural	32%
		Install Icy Curve Warning System ¹	All	All	Rural	18%
TS16	Cape Ferrelo Rd to Martin Ranch Rd	Install Wildlife Detection System	Wildlife	All	Rural	87%

¹Countermeasure from the Federal Highway Administration's (FHWA's) Crash Modification Factors (CMF) Clearinghouse

Additional recommended treatments at specific locations on US 101 based on Curry County input include the following:

- **Samuel Boardman State Scenic Corridor through Boardman State Park:** implement / increase caution signage, parking, shoulder widening, etc. to accommodate increased tourism and conflicts between people parking, crossing, and driving along US 101. This location is identified in Figure 3 as TS16. The segment located adjacent to Secret Beach has been raised by the County as a safety concern.

Lower Harbor Road

Within Brookings, the section of Lower Harbor Road between Oceanview Drive and Boat Basin Road is a horizontal curve on a grade and half of its reported crashes were roadway departure. Table 6 summarizes the recommended roadway departure crash treatments for this curve. This location is identified in Figure 3 as TS21.

Table 6. Urban Curve Crash Treatments

Treatment	Crash Types	Crash Severities	Service Life	Area Type	CRF
Increase Pavement Friction by Installing High Friction Surface Treatment	Run Off the Road	All	10 Years	Urban or Rural	72%
Install Advance Curve Warning Flashers (Curve Warning Signs Exist)	Curve	All	10 Years	Urban or Rural	10%

If the County continues to see crashes occurring in this curve, they may also consider implementing advance curve warning signs that are oversized, doubled up, and/or have fluorescent yellow sheeting (20 percent CRF).

Preferred Intersection Alternatives

Although none of the study intersections for the TSP Update had observed crash rates that exceeded statewide averages or their critical crash rates, other intersections in Curry County were either identified for safety treatments through the roadway segment crash analysis or from community input. Those intersections and their recommended treatments are summarized below.

US 101 / Floras Lake Loop Road

The community raised the southern intersection as safety concern due to the presence of a northbound passing lane that begins approximately 1,000 feet south of the intersection. The County should coordinate with ODOT on evaluating the current location of the passing lane and whether it should both begin and terminate between both US 101 / Floras Lake Loop Road intersections to improve their safety. This location is identified in Figure 3 as TS1.

US 101 / Nesika Road-Edson Creek Road

This rural two-way stop-controlled intersection north of Gold Beach serves as one of two primary accesses to the Nesika Beach community, is located within a 55 mile-per-hour zone, and it experienced one (1) angle crash, one (1) rear-end crash, and one (1) turning movement crash. Community members expressed concern about driver behavior at the intersection when drivers attempt to turn onto Nesika Road or Edson Creek Road from US 101 as well as the near-miss incidents they frequently witness. The community referenced known fatal crashes that have occurred in the past, seemingly prior to the study period. The recommended safety treatments for this intersection are summarized in Table 7.

Table 7. US 101 / Nesika Road-Edson Creek Road Intersection Treatments

Treatment	Crash Types	Crash Severities	Service Life	Area Type	CRF
Right Turn Lane on Both Major Road Approaches: Unsignalized Intersection (3- or 4-leg)	All	All	20 Years	Urban or Rural	26%
Left Turn Lane on Both Major Road Approaches: Rural, Unsignalized Intersection (4-leg)	All	All	20 Years	Rural	48%
Increase Triangle Sight Distance	All	All Injury (Excludes PDO)	10 Years	Urban or Rural	48%

If the County continues to observe similar conditions at this intersection, they may consider implementing low-cost treatments in addition to the recommendations above that could increase driver awareness of the intersection, including:

- Providing flashing beacons as advance warning (13 percent CRF)
- Improving intersection warning for the stop-controlled approaches (CRF depends on how many treatments are implemented)
- Increasing retroreflectivity of stop signs (7 percent CRF)
- Providing actuated flashing beacons triggered by approaching vehicles (27 percent CRF)

This location is identified in Figure 3 as TS7.

US 101 / Carpenterville Highway

The community raised this intersection along with the southern mill access approximately 1,500 feet to the south as safety concerns due to the mill truck traffic and observed insufficient turning radii for the trucks, particularly when turning onto the highway. The County should coordinate with both ODOT and the City of Brookings to evaluate how to better accommodate truck traffic entering the highway, such as with left-turn acceleration lanes. This location is identified in Figure 3 as TS18.

US 101 / N Bank Rogue River Road-Old Coast Road

The community raised this intersection both as a safety concern and as needing improved wayfinding:

- Safety: this location has poor sight lines along the highway, particularly from the minor street stop-controlled approaches.
- Wayfinding: fishing in the mouth of the Rogue River is a popular recreation in Gold Beach and tourists are able to observe the fishing from Wedderburn Loop and N Bank Rogue River Road but wayfinding is lacking.

The County should coordinate with ODOT and the City of Gold Beach to evaluate how to improve sight lines at the intersection and wayfinding to observe fishing in the river.

An evaluation should consider the following:

- Modifying the geometry for the side street approaches, including realigning Wedderburn Loop to create a perpendicular intersection and removing the channelization of the eastbound and westbound right-turn lanes.
- Assessing the feasibility of a roundabout, which would improve safety and sight lines and create a gateway into Gold Beach (and could be coordinated with fishing wayfinding).
- Providing recreation wayfinding signs (brown in color) on US 101 and on the Isaac Lee Patterson Bridge in advance of Wedderburn Loop and N Bank Rogue River Road for guiding tourists off the highway to observe fishing.

This location is identified in Figure 3 as TS12.

Shopping Center Avenue / Zimmerman Lane

This urban two-way stop-controlled intersection in Brookings experienced three (3) angle crashes and two (2) turning movement crashes. The crash data indicated that most of these crashes were drivers entering the intersection from the Brookings Harbor Shopping Center driveway. The recommended safety treatments for this intersection are summarized in Table 8.

Table 8. Shopping Center Avenue / Zimmerman Lane Intersection Treatments

Treatment	Crash Types	Crash Severities	Service Life	Area Type	CRF
Convert to All-Way Stop Control (From Urban 2-Way or Yield Control)	Angle	All	10 Years	Urban	75%
Increase Triangle Sight Distance	All	All Injury (Except PDO)	10 Years	Urban or Rural	48%

Increasing triangle sight distance can include relocating signage, temporary fixtures, utility poles, etc., or realigning and elevating skewed approaches on a grade, such as the Brookings Harbor Shopping Center driveway. If the County continues to see turning movement and angle crashes at this intersection, they may consider investigating a roundabout as a long-term solution (82 percent CRF). *This location is identified in Figure 3 as TS20.*

US 101 / Del-Cur Supply Co-Op Site Access

The Del-Cur Supply Co-Op adjacent to US 101 and directly south of State Line Road has access onto the highway and the proximity between the intersection and site access causes conflicts for drivers maneuvering between the two facilities. This location has been raised by the County as a safety concern. The 2017 US 101 Corridor Plan (Chetco River Bridge to Oregon/California Border), which is described in more detail later in this memorandum, has recommended converting the north Del-Cury Supply Co-Op site access on US 101 to right-in/right-out and improving the site access on Stateline Road to mitigate conflicts. *This location is identified in Figure 3 as TS22.*

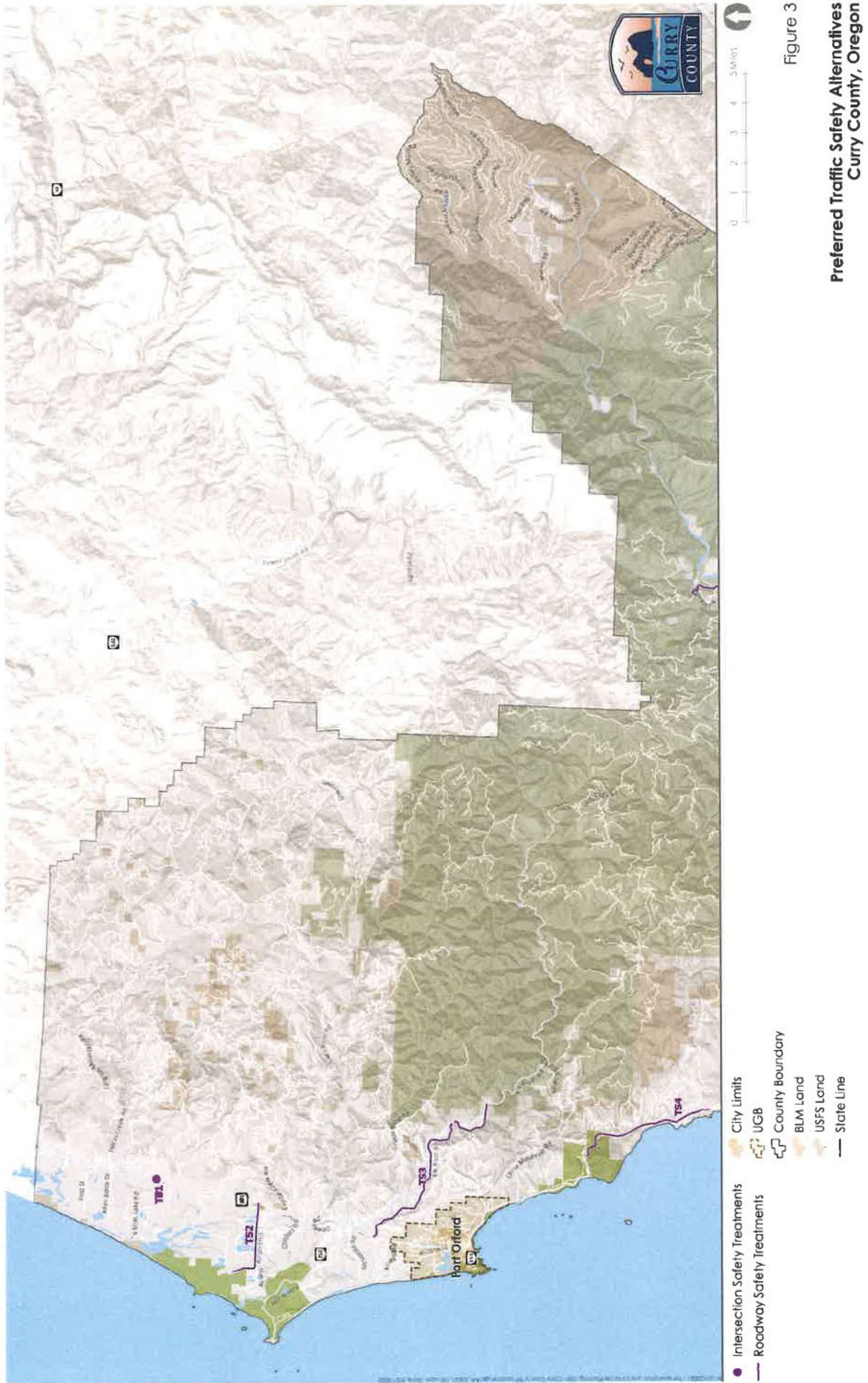


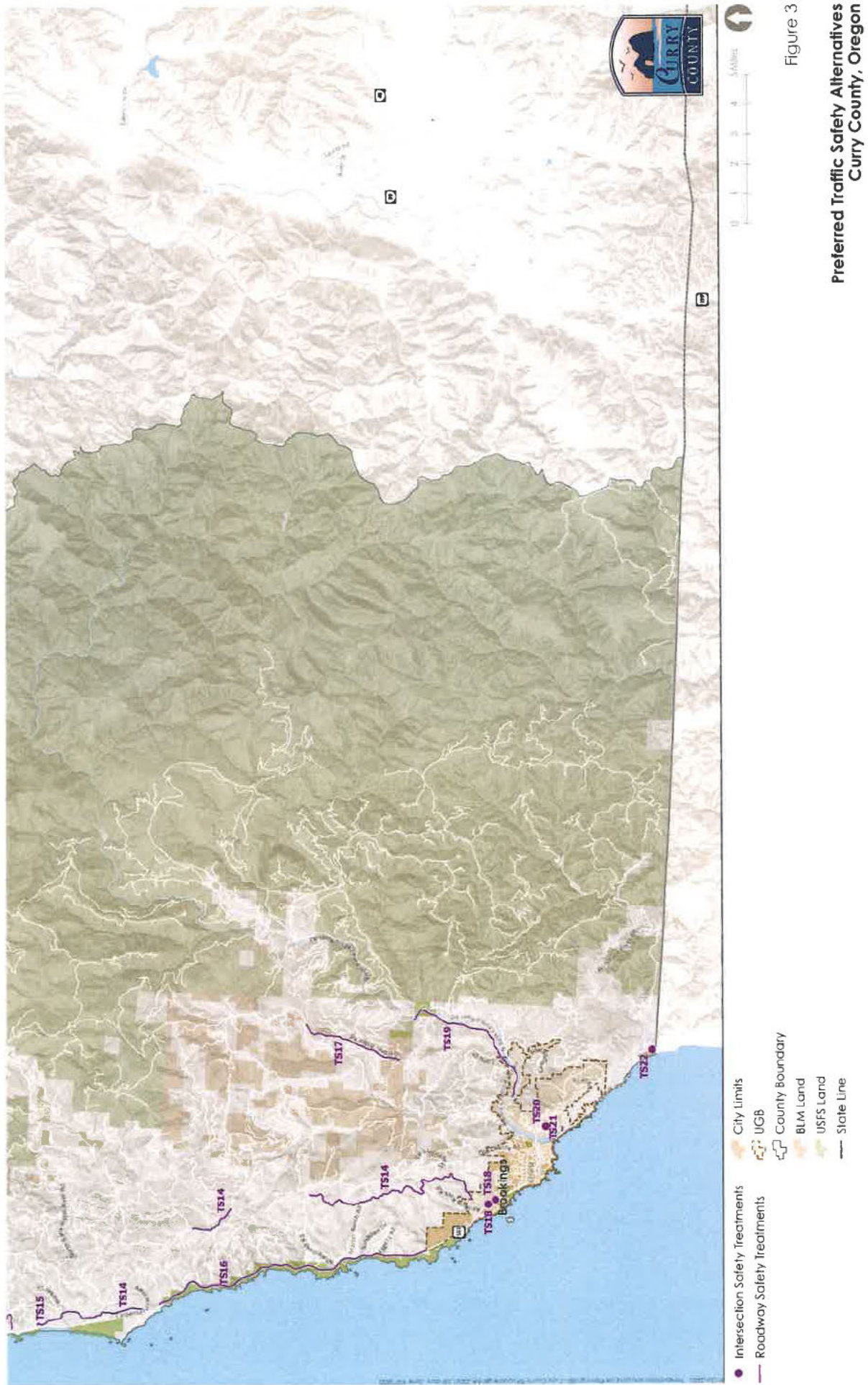
Figure 3

Preferred Traffic Safety Alternatives
Curry County, Oregon



Figure 3

**Preferred Traffic Safety Alternatives
Curry County, Oregon**



Preferred Non-Motorized Alternatives

As identified in previous analyses and technical memoranda, the majority of pedestrian and bicyclist crashes reported in Curry County primarily centered around the Brookings urban area on its city streets or on US 101. The remaining crashes occurred on US 101 in the rural areas between incorporated cities. No pedestrian or bicyclist crashes were reported on County roadways. The following sections present the preferred pedestrian and bicycle alternatives to increase safety for non-motorized modes.

Preferred Pedestrian Alternatives

Table 9 summarizes the preferred pedestrian alternatives for the County's transportation network in the rural and urban areas. The County should consider implementing these preferred treatments along its urban and rural facilities to promote safer pedestrian travel. Note that shoulder widening treatments are specifically identified for priority roadways later in this memorandum under the Non-Motorized Transportation Network.

The treatments in Table 9 are also emphasized for US 101 based on its crash history. The 2022 Oregon Coast Bike Route Plan has both general and specific bicycle recommendations for US 101 through Curry County that would benefit pedestrians in the rural areas. Recommendations in the Oregon Coast Bike Route Plan govern, but treatments from Table 9 may support the plan or be supplemental.

The County should coordinate with ODOT and State Parks to evaluate the potential of implementing crossing treatments on US 101 in locations where tourists and visitors park adjacent to the highway (where allowed) to access recreation on the other side. Locations may include beach access sites, trailheads, campgrounds, etc.

Table 9. Preferred Pedestrian Safety Alternatives

Treatment	Crash Types	Crash Severities	Service Life	Area Type	CRF
Install Pedestrian Refuge Island	Pedestrian	All	20	Urban or Rural	31%
Install Rectangular Rapid Flashing Beacon (2-Lane Road)	Pedestrian	All	20	Urban or Rural	10%
Install Widen Paved Shoulder by 3 ft.	All	All	10	Urban or Rural	18%

Preferred Bicycle Alternatives

Table 10 summarizes the preferred bicycle alternatives in the rural and urban areas of Curry County. The County should consider implementing these preferred treatments along its urban and rural facilities to promote safer bicycle travel. Note that specific treatments are identified for priority roadways later in this memorandum under the Non-Motorized Transportation Network.

As stated above, the treatments in Table 10 are also emphasized for US 101 where the 2022 Oregon Coast Bike Route Plan recommendations will govern, but the treatments below may support the plan or be supplemental.

Table 10. Preferred Bicycle Safety Alternatives

Treatment	Crash Types	Crash Severities	Service Life	Area Type	CRF
Install Bike Lanes	Bicycle	All	20	Urban or Rural	36%
Install Buffered Bike Lanes	Bicycle	All	20	Urban	47%
Install Urban Green Bike Lanes at Conflict Points	Bicycle	All	10	Urban	39%
Install Widen Paved Shoulder by 3 ft.	All	All	10	Urban or Rural	18%

NON-MOTORIZED TRANSPORTATION NETWORK

Curry County's non-motorized transportation network was also identified as a top priority based on an evaluation of its current facilities and the stress that pedestrians and bicyclists might experience while using roadways. This section presents the preferred pedestrian and bicycle alternatives for key urban and rural roadways in the county. The alternatives selected were assessed with the evaluation matrix and the least preferred or potentially more cost-prohibitive alternatives from Tech Memorandum #6 (Alternative Evaluation) were not advanced.

Preferred Pedestrian and Bicycle Alternatives in Rural Areas

Within rural areas and unincorporated communities, low volumes, low density, and constrained right-of-way conditions generally lend themselves to providing paved shoulders or shared roadways for people walking and biking. The majority of county-owned rural roadway segments have a projected average daily traffic (ADT) below 400 and up to 1,500. Many of these roadways do not provide any walking or biking facilities. While low vehicular volumes make biking fairly comfortable on rural roads, people walking or rolling would need a paved shoulder. Table 11 and Figure 4 present the preferred pedestrian and bicycle alternatives for rural roadways in the county exhibiting higher stress conditions for people walking and biking.

Table 11. Preferred Pedestrian and Bicycle Alternatives for Rural Roadways

ID	Roadway	Extents	Preferred Alternatives
County Roads			
S2	Langlois Mountain Rd	US 101 to Bethel Creek Rd	Add 6' paved shoulders
S3	Floras Creek Rd	US 101 to S Fork Flores Creek Rd	Add 6' paved shoulders
S4	Floras Lake Rd	Floras Lake Loop Rd to lakes End Dr	Add 6' paved shoulders
S5	Floras Lake Loop Rd	US 101 S to US 101 N	Add 6' paved shoulders
S7	Airport Rd ¹	US 101 to the airport	Add 6' paved shoulders
S8	Sixes River Rd ¹	US 101 to NF-4600	Add 6' paved shoulders
S10	Grassy Knob Rd	US 101 to Eastern Terminus	Add 6' paved shoulders
S11	Elk River Rd ¹	US 101 to County Boundary	Add 6' paved shoulders
S15	China Mountain Rd	UGB to US 101	Add 6' paved shoulders
S17	Euchre Creek Rd	Ophir Rd to MP 3	Add 6' paved shoulders
S18	Ophir Rd	US 101 Euchre Creek Rd	Add 6' paved shoulders
S19	Cedar Valley Rd ¹	N Bank Rogue River Rd to Ophir Rd	Add 6' paved shoulders

ID	Roadway	Extents	Preferred Alternatives
S20	Nesika Beach Rd ¹	US 101 (south) to Gun Club Rd	Add 6' paved shoulders
S21	Edson Creek Rd ¹	N Bank Rogue River Rd to US 101	Add 6' paved shoulders
S22	Old Coast Highway	Wedderburn Loop to US 101	Add 6' paved shoulders
S25	N Bank Rogue River Rd ¹	MP 0.8 to Lobster Creek Rd	Add 6' paved shoulders
S27	Jerry's Flat Rd ¹	UGB to Eastern Terminus	Add 7' paved shoulders
S28	Oak Flat Rd	Agness Rd to Campground Rd	Add 6' paved shoulders
S29	Grizzly Mountain Rd	UGB to Eastern Terminus	Add 6' paved shoulders
S31	Hunter Creek Rd ¹	UGB to Eastern Terminus	Add 6' paved shoulders
S34	Pistol River Loop ¹	Hwy 255 to Cape View Loop	Add 6' paved shoulders
S35	N Bank Pistol River Rd	Pistol River Loop to MP 8	Add 6' paved shoulders
S38	Cape Ferrelo Rd ¹	US 101 to Hwy 255	Add 6' paved shoulders
S41	Rainbow Rock Rd	Aqua Vista Ln to Carpenterville Hwy	Add 6' paved shoulders
S44	Old County Rd	UGB to Eastern Terminus	Add 6' paved shoulders
S46	N Bank Chetco River Rd ¹	UGB to MP 17.5	Add 6' paved shoulders
S47	Gardener Ridge Rd	N Bank Chetco River Rd to MP 17.0	Add 6' paved shoulders
S49	S Bank Chetco River Rd ¹	UGB to Eastern Terminus	Add 6' paved shoulders
S51	Pedrioli Dr	Ocean View Dr to US 101	Add 6' paved shoulders
S52	Winchuck River Rd	US 101 to Wheeler Creek Rd	Add 6' paved shoulders
SP1	Nesika Beach Rd ¹	Gun Club Rd to US 101 (north)	Add 10' sidepath to roadway west side
SP2	Oceanview Dr ¹	US 101 to Cedar Ln	Add 10' sidepath to roadway east side
S53	Agness Rd ²	Lobster Creek Rd to Galice Creek Rd	Add 6' paved shoulders
S54	Galice Creek Rd ²	Agness Rd to County Boundary	Add 6' paved shoulders
State Highways			
S9	OR 250 (Cape Blanco Hwy)	US 101 to Western Terminus	Add 6' paved shoulders
S37	OR 255 (Carpenterville Hwy)	Brookings UGB to US 101 N	Add 6' paved shoulders

Note: S = Shoulder; SP = Side Path

¹Project includes a Prospectus Sheet with memo.

²Not under County jurisdiction. Requires coordination with USFS and BLM.

Note that in locations where constructing six-foot shoulders is not feasible due to topographic or environmental constraints, the County should consider implementing bicycle passing lanes. Bicycle passing lanes are intermittent sections of paved shoulders prioritized for specific locations such as those with uphill grades.

Preferred Pedestrian and Bicycle Alternatives in Urban Areas

Within urban areas, buffered bicycle lanes and sidewalks are generally needed to provide comfortable facilities for people walking and biking. The County's urban roadway network has ADT that ranges from below 400 to over 3,000 and posted speeds that range between 25 to 55 MPH. Many of these roadways lack walking or biking facilities, but they are required to increase comfort for non-motorized modes.

Table 12 present the preferred pedestrian and bicycle alternatives for urban roadways in the county exhibiting higher stress conditions for people walking and biking. These alternatives are also identified in Figure 4.

Table 12. Preferred Pedestrian and Bicycle Alternatives for Urban Roadways

ID	Roadway	Extents	Preferred Alternatives
S12	Vista Dr	Gold Run Rd to Old Mill Rd	Add 6' paved bike lanes/shoulders
S13	Cemetery Loop Rd	US 101 to US 101	Add 6' paved bike lanes/shoulders
S23	Wedderburn Loop	Doyle Point Rd to Old Coast Hwy	Add 6' paved bike lanes/shoulders
S24	N Bank Rogue River Rd ¹	US 101 to MP 0.8	Add 7' buffered bike lanes/shoulders ⁴
S26	Jerry's Flat Rd ^{1,2}	US 101 to UGB	Add 7' buffered bike lanes/shoulders ⁴
S30	Hunter Creek Rd ¹	US 101 to UGB	Add 7' buffered bike lanes/shoulders ⁴
S42	Parkview Dr	Vista Ridge Dr to Eastern Terminus	Add 6' paved bike lanes/shoulders
S43	Old County Rd	Pacific Terrace Loop to UGB	Add 7' buffered bike lanes/shoulders ⁴
S45	N Bank Chetco River Rd ¹	MP 1 to UGB	Add 7' buffered bike lanes/shoulders ⁴
S48	S Bank Chetco River Rd ¹	US 101 to UGB	Add 7' buffered bike lanes/shoulders ⁴
S50	Oceanview Drive ¹	Benham Ln to Cedar Ln	Add 7' buffered bike lanes/shoulders ⁴
S40	Rainbow Rock Rd ²	Carpenterville Hwy to Aqua Vista Ln	Add 7' buffered bike lanes/shoulders ⁴
BP1	W Hoffeldt Ln	South of Titus Ln to US 101	Add 6' bike lanes and 6' sidewalks ³
BP2	Pedrioli Dr	Western Terminus to Ocean View Dr	Add 6' bike lanes and 6' sidewalks
B1	Shopping Center Ave ¹	W Hoffeldt Ln to Lower Harbor Rd	Increase existing bike lanes to 7' buffered bike lanes or add a sidepath ⁵
P2	Lower Harbor Rd ¹	Benham Ln to US 101	Add 6' sidewalks or a sidepath ⁵

Note: S = Shoulder, BP = Bike/Pedestrian, B = Bike, and P = Pedestrian

¹Project includes a Prospectus Sheet with memo.

²Consider reducing posted speed on this segment to below 40 MPH to increase bicycle and or pedestrian comfort.

³Sidewalk recommended in the Curry County Transit Development Plan (TDP) to provide easier access to the Coastal Express bus stop at McKay's Market in Harbor.

⁴Consider a 10' sidepath on one side where feasible.

⁵Topography may prevent sidewalk or wider bike lane construction on both sides of the road.

In addition to the preferred alternatives presented in Table 12, enhanced crossings should be implemented at major intersections or crossing locations.

US 101 Preferred Alternatives

Table 13 summarizes the preferred pedestrian and bicycle alternatives for specific segments of US 101 in order to increase bicyclist and pedestrian comfort. These alternatives are also identified in Figure 4. As stated previously, the 2022 Oregon Coast Bike Route Plan has both general and specific bicycle recommendations for US 101 through the county that would benefit both bicyclists and pedestrians in the rural areas. Recommendations in that plan will govern, but treatments from Table 13 may support the plan or be supplemental. Further details on Oregon Coast Bike Route Plan projects are provided in the next section of this memorandum.

Table 13. Preferred Pedestrian and Bicycle Alternatives for Key Segments of US 101

ID	Segment of US 101	Preferred Alternatives
S1	500' north of Langlois Mountain Rd to County Boundary	Increase paved shoulder to 6'
S6	Sixes River Rd to Kerber Ln	Increase paved shoulder to 6'
S14	Fir Rd to N Cemetery Loop Rd	Increase paved shoulder to 6'
S16	Ophir Rd to Rocky Point Bridge	Increase paved shoulder to 6'
S32	1.5 mi N of Wildemess Rd to OR 255	Increase paved shoulder to 6'
S33	N of Meyers Creek to Herman Ln	Increase paved shoulder to 6'
S36	Bellview Ln to Kissing Rock Rd	Increase paved shoulder to 6'
S39	Longacre Lp to McDonald Rd	Increase paved shoulder to 6'
P1	Kerber Ln to 500' north of Langlois Mountain Rd	Keep existing paved shoulder; add sidewalk ¹

Note: S = Shoulder and P = Pedestrian

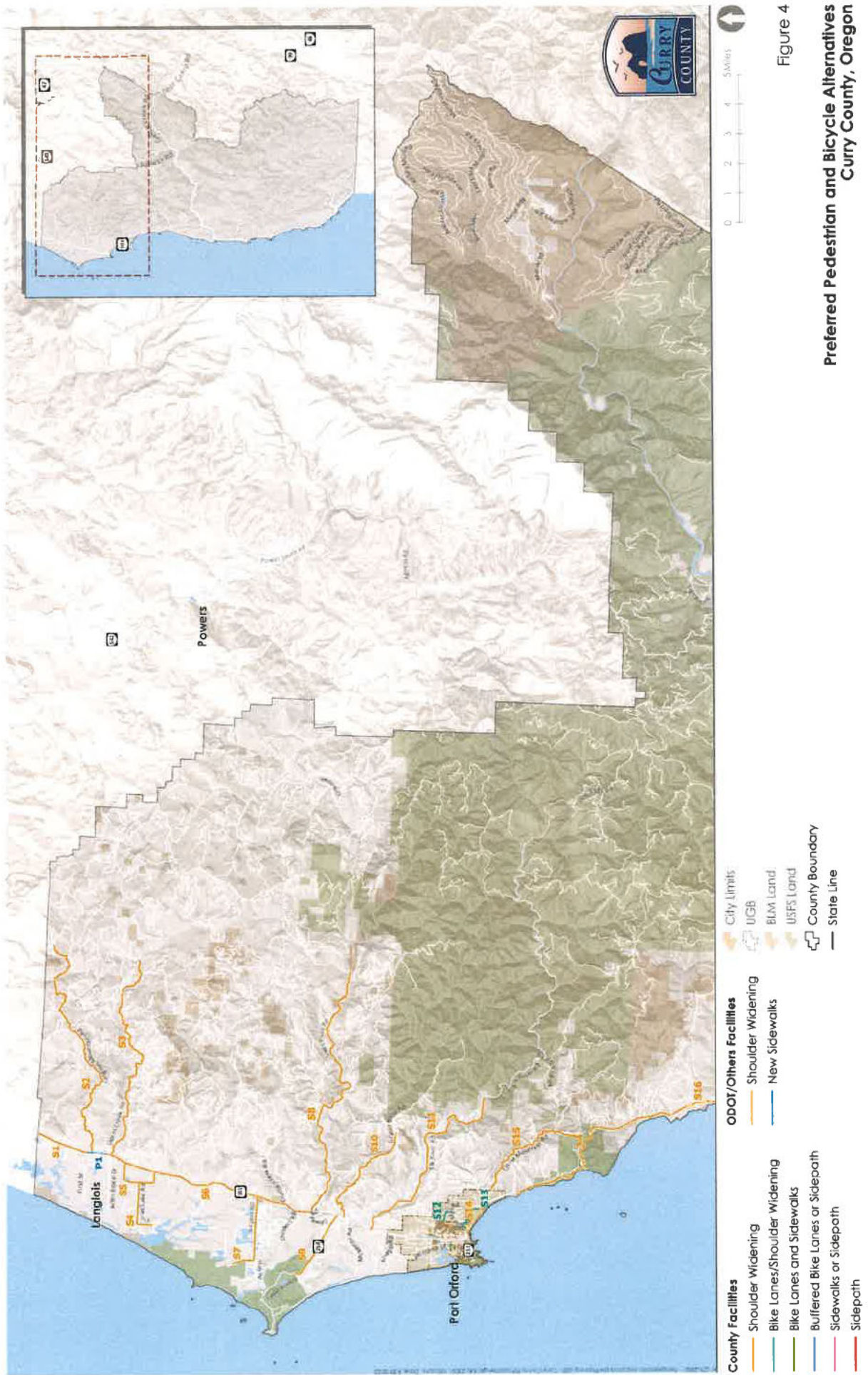
¹Sidewalk provided as per the Curry County Transit Development Plan (TDP) to provide easier access to the Coastal Express bus stop at the Langlois Public Library and Langlois Store.

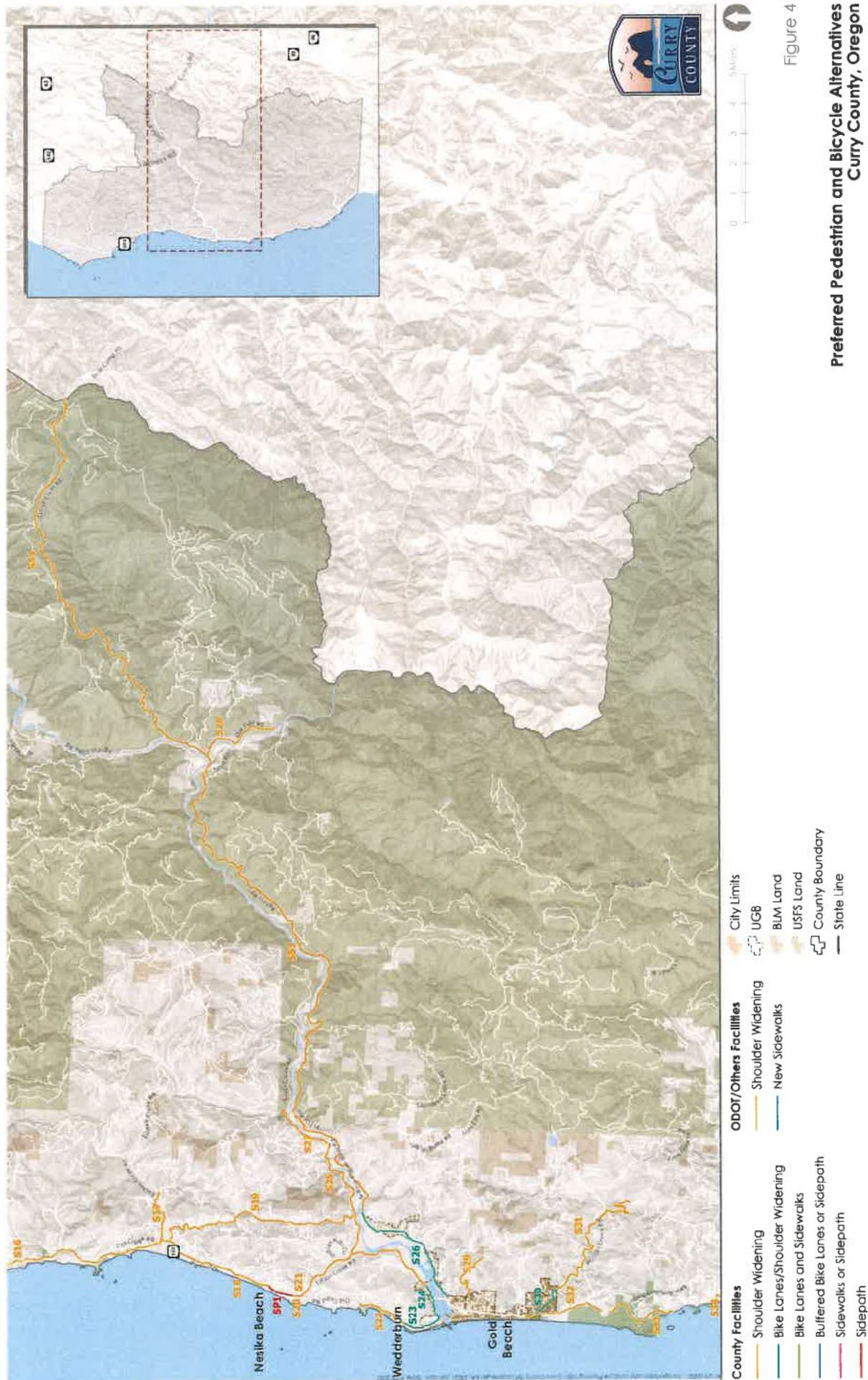
PROJECT PROSPECTUS SHEETS

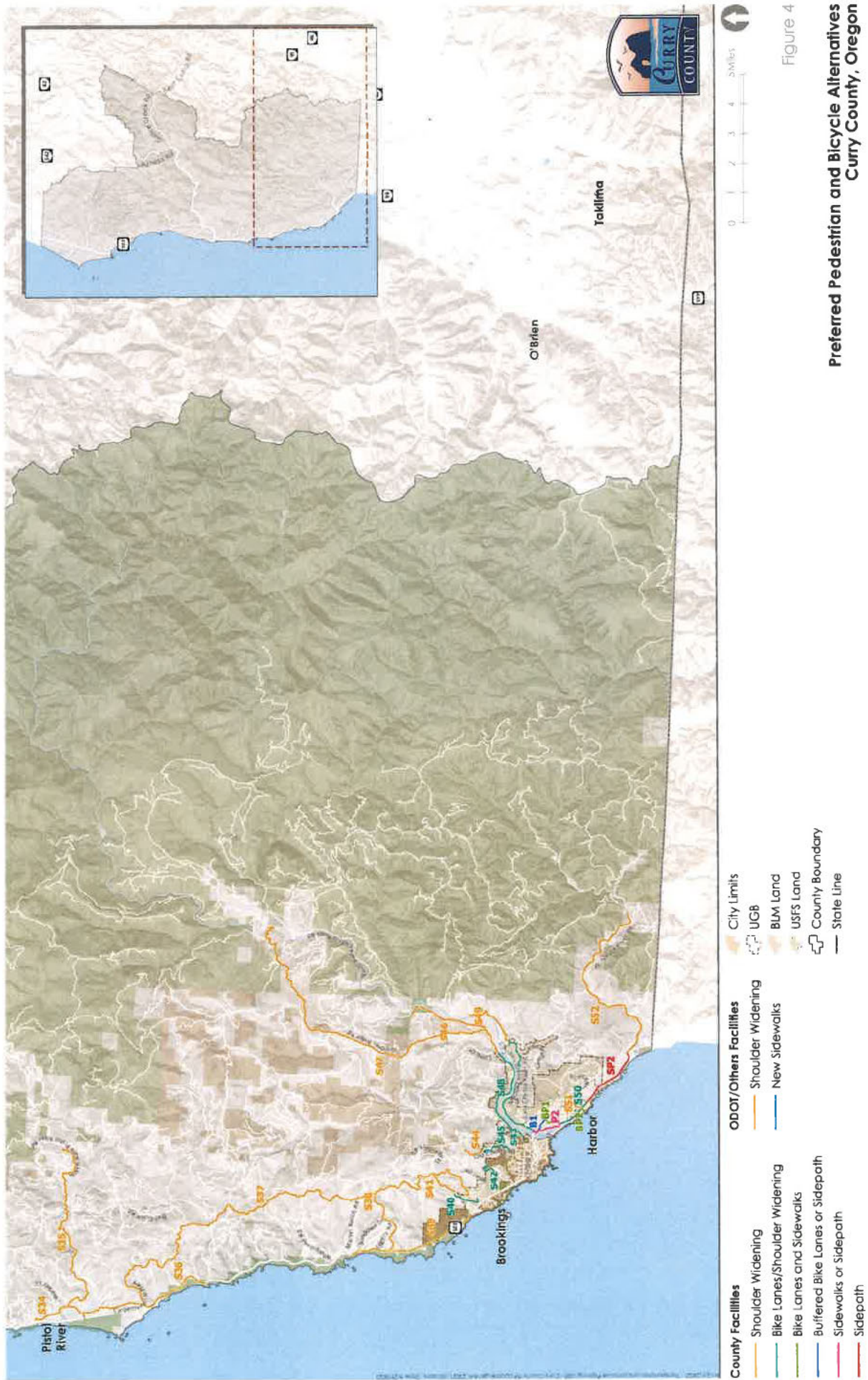
Project prospectus sheets were developed for key projects from the preferred alternatives identified above. These sheets provide additional details on the projects, including considerations for implementation and costs (costs will be developed in the next memorandum in the TSP Update). They can also serve as supporting documentation for if and when the County pursues funding options to implement the alternatives, such as grants. The projects that were selected reflect County's roadways that demonstrate the greatest need for enhancing vehicular traffic safety and increasing comfort for people walking and biking. The project prospectus sheets include the following roadways and intersections:

- Airport Road
- Sixes River Road
- Elk River Road
- Cedar Valley Road
- Nesika Road
- Edson Creek Road
- Wedderburn Loop
- N Bank Rogue River Road
- Jerry's Flat Road
- Hunter Creek Road
- Pistol River Road
- Cape Ferrelo Road
- Parkview Drive
- N Bank Chetco River Road
- S Bank Chetco River Road
- Lower Harbor Road
- Shopping Center Avenue
- W Hoffeldt Lane
- Oceanview Drive
- Winchuck River Road
- US 101 / Nesika Road-Edson Creek Road
- US 101 / Del-Cur Co-Op Site Access

These locations are identified in Figure 5.







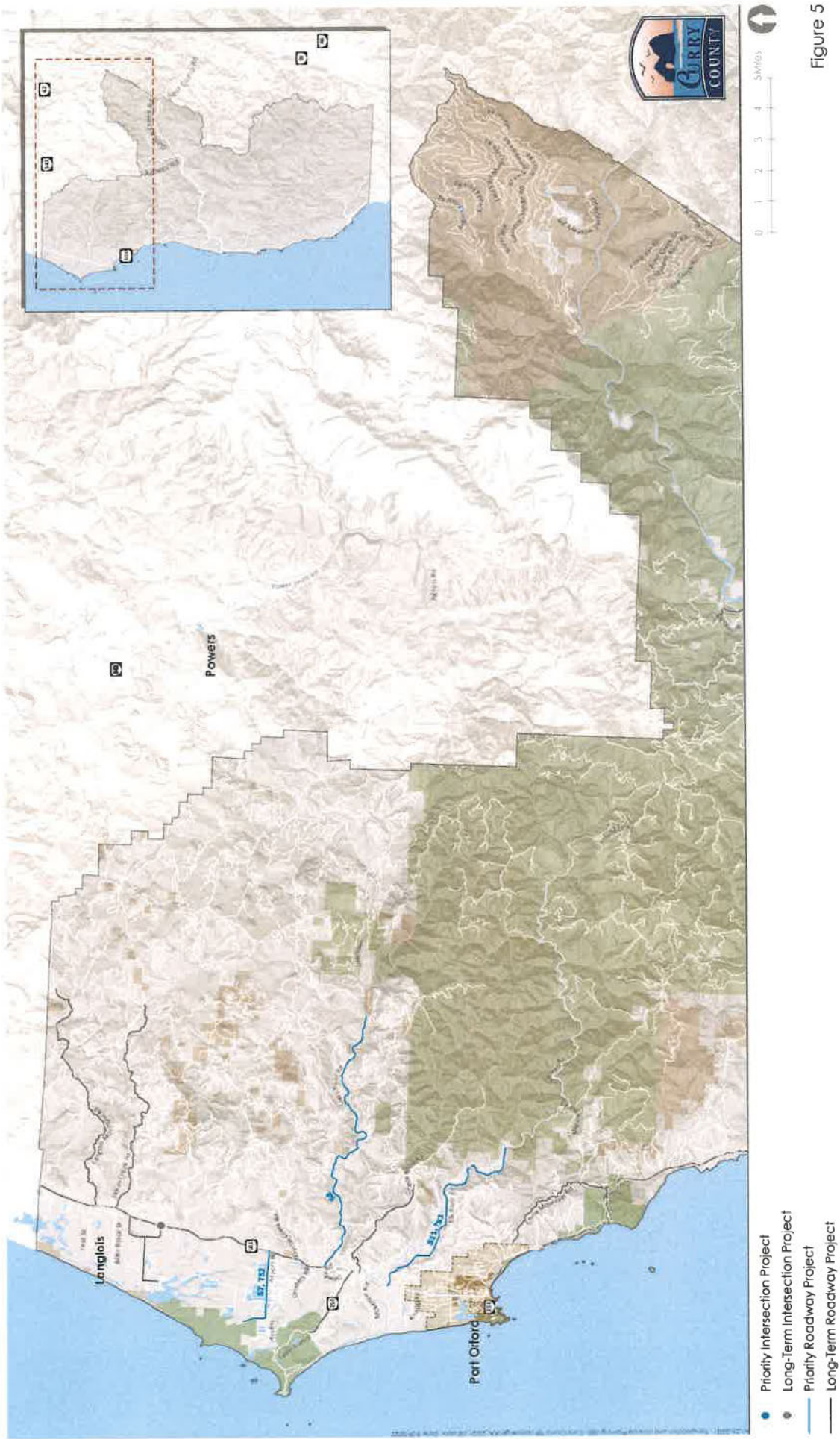


Figure 5

Priority Roadways and Intersections Identified for Project Prospectus Sheets
Curry County, Oregon



Figure 5

Priority Roadways and Intersections Identified for Project Prospectus Sheets
Curry County, Oregon

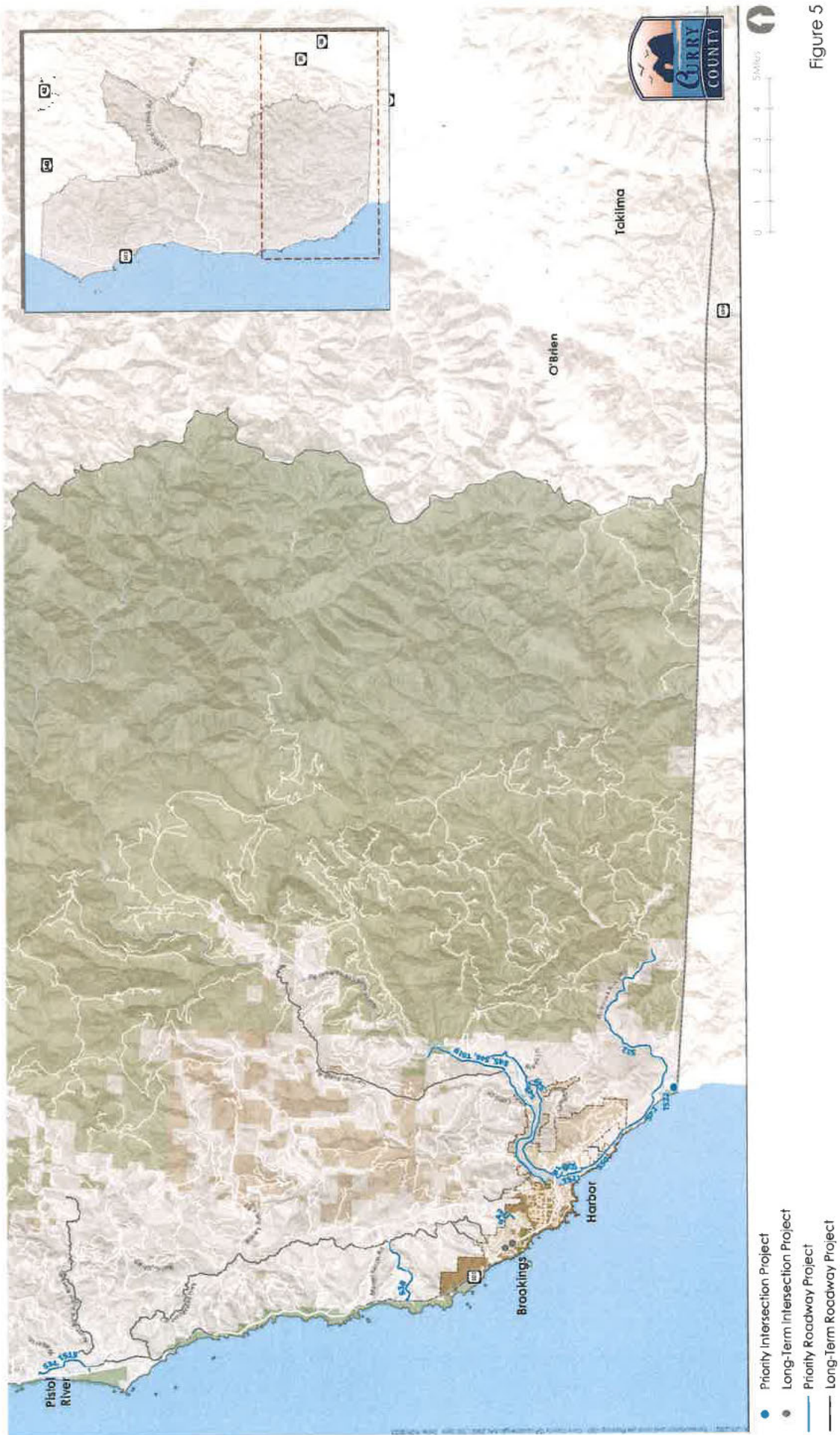


Figure 5

Priority Roadways and Intersections Identified for Project Prospectus Sheets
Curry County, Oregon

PROJECTS IN OTHER PLANS

PROJECTS IN OTHER PLANS

The following sections identify projects in the following adopted plans that pertain to the County and its TSP Update.

- 2005 Curry County TSP
- 2020 Curry County Strategic Plan
- 2021-2027 Curry County CIP
- 2023 Curry County Transit Development Plan
- Harbor Area Transportation System Refinement Plan
- 2017 Brookings TSP
- 2017 US 101 Corridor Plan (Chetco River Bridge to Oregon/California Border)
- 2022 Oregon Coast Bike Route Plan
- 2023 Southcoast Slide Study
- ODOT STIP (2021-2027)
- 2023 Oregon Coast Trail Action Plan (draft?)

2005 Curry County TSP

The 2005 Curry County TSP recommends general and specific transportation projects throughout Curry County under its modal plans. Table 14 summarizes the modal plan activities from the 2005 TSP that have yet to be implemented and how they should be carried forward into the TSP Update if still relevant.

Table 14. Remaining 2005 Curry County TSP Modal Plan Activities

Modal Plans	Status	Recommendation
Roadway System Plan		
Implement County's Capital Improvement Plan (CIP)	Ongoing	Projects that will be identified in the TSP Update should inform the County's CIP.
Statewide Transportation Improvement Program (STIP) Projects		
Support STIP project implementation	Ongoing	The County should coordinate with ODOT during each STIP cycle regarding future recommended improvements to the state highway system.
Oregon Coast Highway Corridor Master Plan (1995)		
Reclaim and retain the rural character of the highway corridor by developing a signage program.		
Implement a consistent guardrail treatment.		
Develop turn lanes and deceleration lanes as warranted to recreational access points such as the Sixes and Elk River Roads, Floras Lake, and Cedar Forest State Wayside.		
Construct a longer passing lane as warranted northbound at the Coos/Curry County lines. Coordinate these improvements with upgrading the substandard vertical alignment. Extend existing passing lane at New Lake northbound.		
Provide a uniform rural highway cross section with shoulders and bikeways, preserving the scenic and natural quality of the travel corridor.		

Modal Plans	Status	Recommendation
Develop an access management plan.		
Develop wayside improvements for safer access by all users at Sixes River, Elk River, Pistol River, Buena Vista, and Rainbow Rock.		
Identify opportunities for passing lanes at Sixes River to five miles north of Sixes River.		
Seek ways to reduce speed limits in the rural communities of Langlois and Laurel Grove.		
Identify locations for viewpoints at Floras Creek and the Sixes and Elk Rivers.		
Stabilize the roadbed using geotechnical methods that blend with the natural environments (STIP project).		
Identify locations where geometric and passing lane improvements are feasible and appropriate, including shoulders and blkways, for safe, non-motorized use of the highway.		
Redesign turnouts to preclude use for passing, particularly for the area north of Humbug and at Rogue Hills.		
Provide left-turn lanes and deceleration lanes at Otter Point State Wayside, Geisel Monument Wayside (STIP project), the Ophir Rest Area, Pistol River, Boardman, Harris Beach, and Cape Sebastian State Park. Develop these sites for safe access by all users.		
Refine engineering reconnaissance completed in the Arizona Beach area (Arizona Slide).		
Improve the turnouts at Devil's Back Bone, north of Sisters Rocks, south of Humbug Mountain (MP 303), Pistol River area, S.H. Boardman State Park area, Arch Rock, Whalehead Island, and Cape Ferrello.		
Improve the Humbug Mountain site for safer access by all users through signage, pavement markings, and minimal shoulder improvements.		
Identify location for a passing lane north of Nesika Beach.		
Designate the segment of US 101 between Brookings and Port Orford as a natural corridor where slow traffic conditions can be expected due to scenic features and traffic associated with those features. Provide information signing at both ends to inform drivers of speed limits, distance to next passing lane, and that they are entering a scenic area.		
Identify a process for developing an emergency route plan.		
Improve signing to scenic destinations.		
Improve access to and parking for the beach north of Miner Creek and at Rainbow Rock.		
Identify and study potential east-west route to the I-5 corridor.	Pending	Carry forward into TSP Update.
Develop the McVay Rock Wayside, including access for all users. Coordinate with State Parks for the Crissy Field Project.	Pending	Carry forward into TSP Update.
Work with the State Parks Department to manage vegetation at Cape Sebastian State Park.		
Establish a gateway treatment for the southern access to the Oregon Coast.		

Modal Plans	Status	Recommendation
Bridges		
Repair or replace bridges in the next 20 years that have deficiencies or are approaching a deficient level.	Ongoing	Carry forward into TSP Update with latest data. The County should continue coordinating with ODOT during its bridge inspection cycles to identify bridge replacement or repair needs.
Pedestrian and Bicycle System Plans		
In rural areas, accommodate pedestrians and bicyclists on roadway shoulders. Where pedestrians and bicyclists cannot be safely accommodated, widen shoulders to meet standards as County roads and State highways are paved, repaved, or reconstructed. New roads should be constructed with adequate shoulders. Consider multi-use paths where they provide a viable alternative to a busy highway.	Ongoing	Carry forward into TSP Update and identify the priority roadways previously summarized under the Non-Motorized Transportation Network section of this memo.
Bike facilities on the urban sections of Curry County's roads are addressed in the city TSPs for those sections.	Ongoing	Carry forward into TSP Update but specify the priority roadways previously summarized under the Non-Motorized Transportation Network section of this memo that have been identified for projects.
Transportation Demand Management (TDM) Plan		
Successful techniques that could be initiated to help alleviate some traffic congestion include carpooling and vanpooling (especially for commuting between cities), alternative work schedules, bicycle and pedestrian facilities, and programs focused on high density employment areas.		
TDM strategies are not practical in most cases for locations in the county where traffic volumes are low and the population and employment is small.		
Consider creating a rideshare program to further boost carpooling ridership.		
Public Transportation Plan		
Expand local intercity bus service to include two or three round-trips a day between Curry and Coos counties.	Addressed in 2023 TDP	The Curry Public Transit TDP has the latest information on planned transit improvements in the county. The TSP Update will summarize these plans and adopt the TDP by reference.
Widely market expanded service and schedule including partnerships with local businesses to advertise both bus service and business services.	Addressed in 2023 TDP	See recommendation above.
Provide consistent, reliable service.	Addressed in 2023 TDP	See recommendation above.
Install 20 bus shelters on the entire route along US 101. Place them near a public use (e.g., shop, restaurant, church, etc.) and have available parking.	Addressed in 2023 TDP	See recommendation above.
Rail Service Plan		
Curry County has no rail service.	N/A	Carry forward into TSP Update.

Modal Plans	Status	Recommendation
Air Service Plan		
Curry County will rely on the incorporated cities and Oregon Aviation Department to plan, coordinate, and implement identified improvements at the Cape Blanco, Brookings, and Gold Beach airports and will participate as appropriate.	Ongoing	Carry forward into TSP Update.
Pipeline Service Plan		
There are currently no pipelines serving Curry County.	N/A	Carry forward into TSP Update.
Water Transportation Plan		
Port of Brookings-Harbor <ul style="list-style-type: none"> - Basin II Facility Rehabilitation - Basin I Replacement - Service and Repair Dock Port of Gold Beach <ul style="list-style-type: none"> - Launch Ramp Renovation - ADA Accessible Public Fishing Pier - Interpretive Signing Along Waterfront Areas - Jetty Improvement - Huntley Park Boat Launch Ramp - Paved Parking by Boat Launch - Construct Additional Docks and Other Moorage Facilities - Dredge Funding or Buy Suitable Dredge for Dredging Needs - Parking and Vehicle Circulation Plan 		

2020 Curry County Strategic Plan

Curry County's 2020 Strategic Plan establishes strategic goals that support the County's vision, mission, and values. The Strategic Plan includes five goals with the fifth goal focused on infrastructure. The County's infrastructure goal is summarized below.

Goal 5: Infrastructure

Improve service delivery and employee safety by investing in County infrastructure, including buildings, equipment, roads, and technology.

Develop a comprehensive Capital Improvement Program and Plan (CIP) for the County.

- Develop a comprehensive Capital Improvement Program (CIP) for the County.
 - Inventory capital needs for the County. Priority infrastructure projects may include the County Courthouse, Jail, and communication towers.
 - Integrate and align with Roads, Parks, IT, and other department-specific operating and capital plans.
 - Develop a CIP funding strategy that involves establishing capital reserve funding. Funding options may include general funds, grants, and bonds and levies.
 - Develop annual processes to assess comprehensive capital improvement needs, prioritize projects, and identify funding.
 - Ensure CIP information is available to the public.

Develop a Road Facilities Strategic Plan for the County.

Establish a County asset inventory system.

- Establish a County asset inventory system to identify potential opportunities to pool or share resources (including IT, tools, vehicles, etc.).
- Develop methods, staff resources, and procedures to ID, track, introduce, and retire equipment.
- Procure an assess inventory technology system to simplify ongoing tracking, monitoring, and replacement of assets.

Explore options to construct a new, code-compliant County Courthouse building.

- Explore options to fund and construct a new County Courthouse building that is code-compliant, tsunami safe, and more energy efficient.

Performance Indicators for Infrastructure

- Road, bridge, and culvert condition ratings
- County building condition ratings
- Unfunded capital improvement needs

Milestone Measures for Infrastructure

- Capital Improvement Plan complete
- Road Facilities Strategic Plan complete
- County asset inventory system complete

Curry County 2021-2027 Capital Improvement Plan

The County's 2021-2027 Capital Improvement Plan (CIP) includes several projects for its roadways and bridges. These projects are summarized in Table 15 and Table 16.

Table 15. 2021-2027 CIP Roadway Projects for Curry County Arterials and Collectors with Identified Needs

Project Name	Location (MP)	Description
Gardner Ridge Road	8.1	Retaining wall system to repair slide (outside travel lane)
Langlois Mountain Road	0 – 9.53	Road maintenance (isolated reconstruction areas / roadway chip sealing)
Old County Road	0.88 – 2.92	Chip seal / repair isolated areas / examine subbase for possible replacement
Old Coast Road	0.74 – 2.55	MP 0.737 to 1.734: pothole repair (ditch maintenance where necessary) MP 1.734 to 2.554: chip seal (isolated repair areas prior)
	4.35 – 4.59	Chip seal, road reconstruction at both project limits, and ditch installation on east side
Floras Creek Road	2.9	20-foot roadway widening (to the south), gabion style retaining wall, drainage improvements, and geotechnical investigation / environmental permitting
	3.31	Curve straightening and roadway widening to County standards and drainage improvements
	3.96	Gabion style retaining wall, roadway widening to County standards, roadway realignment, fog line striping, drainage improvements, and geotechnical investigation / environmental permitting
	2.61 – 5.18	Chip sealing, isolated areas of reconstruction, and fog line striping
Grizzly Mountain Road	0.39 – 1.34	Asphalt spot repairs, 2-inch overlay, drainage improvements, and fog line striping
Lower Harbor Road	0.17 – 0.96	5-foot-wide sidewalks, curb installation/relocation, retaining walls, ADA ramps, driveway approaches, drainage improvements, and utility relocation

Project Name	Location (MP)	Description
Agness-Illahe Road	6.61 – 7.55	Chip seal and repair turnoff at Illahe Lodge / other isolated areas prior to chip seal
Lower Harbor / Shopping Center	0.68	80-foot roundabout, sidewalks, and possible right-of-way acquisition
Lower Harbor / Commercial	0.12	80-foot roundabout, sidewalks, and possible right-of-way/structure acquisition

Table 16. 2021-2027 CIP Projects for Curry County Bridges with Identified Needs

Project Name	ODOT Bridge ID	Carries	Crosses	Description
Monrill Bridge	15C26	Floras Creek Rd	Floras Creek (N Fork)	Replacement
Edson Creek "A" Bridge	15C004	Sixes River Rd	Edson Creek	Girder strengthening
Myrtle Creek Bridge	15C15	Arizona Ranch Rd (Co. Road 500)	Myrtle Creek	Replacement
Willow Creek Bridge	15C12	Co. Road 136	Willow Creek (EB)	Replacement
Don Cameron Bridge	15C14	N Bank Chetco River Rd	N Fork Chetco River	Maintenance / Repair
Hunter Creek Bridge	15C010	Hunter Creek Rd	Hunter Creek	Improvements or abandonment
Lower Hunter Creek Bridge	15C24	Hunter Creek Rd	Hunters Creek	Maintenance / Repair
Upper Crook Creek Bridge	15C32	North Bank Pistol River Rd	Upper Crook Creek	Elevating / Lengthening
Pistol River Overpass	15C28	Pistol River Road	Private Road	Rotted members replacement or abandon
Pistol River Bridge	15C33	Pistol River Loop Rd (Co. Rd 693)	Pistol River	Improvements or abandonment
Gregg's Creek Bridge	15C27	Ophir Rd	Greggs Creek	Railing replacement, additional approach guardrail, and safety upgrades; footing beams and erosion monitoring
Euchre Creek Bridge	15C31	Ophir Rd (Co. Road 510)	Euchre Creek	Replacement

2023 Curry County Transit Development Plan (TDP)

Curry Public Transit, the regional transit agency serving Curry County, adopted a Transit Development Plan (TDP) this year (2023) that identifies key service and capital recommendations in the short-, medium-, and long-term within the county. A summary of the service recommendations is provided in Table 17. The TSP Update will adopt these recommendations by reference.

Table 17. CPT Service Recommendations

Timeline	Recommendation	Description	Notes
Short-Term (2025)	Port Orford Dial-A-Ride	New Dial-A-Ride service in Port Orford (9 hours/day)	N/A
	Coordination of Dial-A-Ride with Coastal Express	Coordinate Dial-A-Ride services with Coastal Express arrivals in Brookings, Gold Beach, and Port Orford	This recommendation would not incur additional costs; connections to/from the Coastal Express would be prioritized at certain times of the day
	Inter-County Service Coordination	Coordinate with other providers to improve efficiency by reducing transfer times and distances, while coordination with cities and Coos County can improve rider access to bus stops.	Coordination is part of normal administrative costs. However, if schedule changes are needed to improve coordination that require increasing service hours, costs would increase.
	Langlois Library Stop	Make the Langlois Public Library, which is currently a flag stop, a formal stop on the Coastal Express route. A flag stop is a location where riders can 'flag' down a bus, although there is no formal stop	-Provide CPT bus stop sign -Install bus stop shelter -Provide trash cans near the stop -Provide at least one bike rack
	Staff Capacity and Transition	Increase the number of staff employed by CPT, including bus operators and administrative staff. Develop a transition plan for the current manager of CPT.	Fill vacant positions that are already budgeted; staff costs for new or expanded service are part of the operating cost assumption for those services.
	Marketing & Advertising	Improve marketing and advertising by providing maps and/or brochures	Uses existing marketing budget
	Service to Crescent City	Coordinate with RCTA to provide service	Uses existing administration budget
Mid-Term (2030)	Brookings Circulator	A local route that would serve the commercial and residential land uses in Brookings and Harbor (13 hours/day).	N/A
	Increased Service Hours of Coastal Express and Dial-A-Ride	Adding an additional run (morning) to the Coastal Express will help to increase frequency and meet unmet needs. Providing more services increases the number of trip types that transit can serve and helps address identified local and regional transit gaps.	N/A
	Bus Stop Improvements including Weather-Resistant Bus Shelters	Improve shelters at stops in Curry County (Port Orford, Gold Beach, Brookings, and both stops in Harbor).	N/A
	Marketing & Advertising	Continue marketing activities.	Uses existing marketing budget
Long-Term (2035)	Gold Beach Circulator	A local route that would serve the commercial and residential land uses within Gold Beach (13 hours/day) and/or provide additional service between Gold Beach and Brookings/Harbor between Coastal Express trips.	N/A
	Add Stop at Southwestern Oregon Community College (SWOCC)	Provide services to SWOCC by adding a transit stop at or near the campus.	Topographic constraints make it difficult to provide pullouts and shelters on US 101; campus access road and parking lot configuration make it difficult to provide an on-campus stop.
	Marketing & Advertising	Continue to improve marketing and advertising in the long run.	Uses existing marketing budget

2009 Harbor Area Transportation System Refinement Plan

The 2009 Harbor Area Transportation System Refinement Plan focuses on roadways within and outside of the Brookings UGB, where many projects may be considered under Curry County jurisdiction. The plan includes new collector roadways and intersection improvements. The projects are summarized in Table 18 (and identified in the map that follows).

Table 18. 2009 Harbor Area Transportation System Refinement Plan

Project ID	Description/Location	Details
A	New Hillside Collector (4500 ft)	Two lane collector roadway with shoulder and path Enclosed drainage on both sides of Roadway Improvement B may require a goal exception
B	New Hillside Collector (4500 ft)	
C	New Hillside Collector (5500 ft)	
D	New Hillside Collector (3000 ft)	
E	New Hillside Collector (2500 ft)	
F	New Hillside Collector (6400 ft)	
G	New Hillside Collector (5200 ft)	
H	New Hillside Collector (3200 ft)	
I	New Hillside Collector (2500 ft)	
J	New Hillside Collector (600 ft)	
K	New Hillside Collector (9500 ft)	
L	New Hillside Local Road (7000ft)	Two lane local street with mountable curb and sidewalk on one side
M	New Hillside Local Road (3200ft)	Enclosed drainage on curb side
N	New Hillside Collector (6500 ft)	Two lane collector roadway with shoulder and path
O	New Hillside Collector (13,000 ft)	Enclosed drainage on both sides of roadway Goal exception required
P	US 101 & Zimmerman Lane Zimmerman Lane & Shopping Center Drive	Add 2nd eastbound left turn lane from Zimmerman to US 101 Add southwest left turn lane on Zimmerman
Q	US 101 & Benham Lane	Realign Benham Lane approaches to intersect more perpendicular to US 101 Separate eastbound left, thru and right lane approaches Add westbound & southbound right turn lane
R	US 101 & Museum Lane (north)	Realign Museum Lane approach to intersect perpendicular to US 101 Provide separate westbound left and right lane
S	McVay Lane and McVay Creek Road	Future weigh station location, design of connection with McVay Creek Road will require coordination and additional analysis and will be right out only.
T	Pedrioli Drive	Improve intersection to collector status. Goal exception required to classify as a collector and improvement to intersection with US 101 required.



2017 Brookings TSP

The 2017 Brookings TSP identifies multimodal improvements to the transportation network within the Brookings UGB over the next 20 years. Projects that are relevant to the Curry County TSP update are identified in Table 19 and the maps that follow.

Table 19. 2017 Brookings TSP

Project ID	Location	Description
M-13	Parkview Drive/Airport Road near Brookings County Airport	Rebuild Airport Road as a cut-and-cover tunnel to avoid the Runway Protection Zone (RPZ) of Brookings County Airport
M-14	US 101 and Hoffeldt Lane	Motorized Project M-14 was developed as part of the US 101 Corridor Plan (ODOT 2016).
M-15	US 101 and Zimmerman Lane	Motorized Project M-15 was developed as part of the US 101 Corridor Plan (ODOT 2016).
M-16	US 101 and Benham Lane	Motorized Project M-16 was developed as part of the US 101 Corridor Plan (ODOT 2016).
N-10	Lower Harbor Road and Oceanview Drive	<p><u>Lower Harbor Road</u> Install conventional bike lanes and sidewalks on both sides, where feasible.</p> <p><u>Oceanview Drive</u> Install conventional bike lanes where right-of-way is available, and bike route where right-of-way is not available.</p> <p><u>Intersection of Lower Harbor Road and Shopping Center Avenue</u> Install pedestrian and bicycle crossing improvements.</p>

Motorized Improvement Projects



Non-Motorized Improvement Projects



2017 US 101 Corridor Plan (Chetco River Bridge to Oregon/California Border)

The 2017 US 101 Corridor Plan identifies multimodal solutions roadway deficiencies along US 101 from the Oregon/California Border to the Chetco River Bridge in Brookings. The corridor plan recommendations are summarized in Table 20. The TSP Update will adopt these recommendations by reference.

Table 20. Remaining 2017 US 101 Corridor Plan Recommendations

#	Location	Description	Status
1	Chetco River Bridge to Sunshine Cove Lane (Brookings-Harbor); MP 358.08 to 358.38	Install 7-foot bike lanes	XX (Medium Term: 5-10 years)
2	Sunshine Cove Lane to Benham Lane (Brookings-Harbor); MP 358.38 to 359.32	Install 6-foot sidewalks, ADA-compliant ramps, and 7-foot bike lanes	Partially Complete (Medium Term: 5-10 years)
3	Benham Lane to North McVay Lane (Brookings UGB); MP 359.32 to 361.16	Install 19-foot center lane between Raymond Lane and McVay Lane (north); upgrade and rebuild deficient shoulders to 10-foot paved shoulder bikeway between Benham Lane and McVay Lane (north)	Not Complete (Long Term: 10-20 years)
4	North McVay Lane to Apple Hill RV Park (Rural); MP 361.16 to 361.58	Install 19-foot center lane; upgrade and rebuild deficient shoulders to 10-foot paved shoulder bikeway; add lane reduction pavement arrows to facilitate a transition area from 4 lanes to 2 lanes	Not Complete (Long Term: 15-20 years)
5	Apple Hill RV Park to Stateline Road (Rural); MP 361.58 to 362.95	No improvements; maintain existing cross section.	N/A
6	Stateline Road to Oregon/California Border (Rural); MP 362.95 to 363.11	Install 19-foot center lane; upgrade and rebuild deficient shoulders to 10-foot paved shoulder bikeway	Not Complete (Long Term: 10-20 years)
7	Lower Harbor Road / US 101 / S Bank Chetco River Road	Install 6-foot sidewalks on south side of Underpass Road and Lower Harbor Road	Not Complete (Long Term: 10-20 years)
8	US 101 / Zimmerman Lane	Install southbound right-turn lane on US 101, additional sidewalk on Zimmerman Lane and US 101, ADA-compliant curb ramps on all intersection approaches / pedestrian facilities; continue US 101 bike lanes through intersection	Not Complete (Short Term: 1-5 years)
9	US 101 / Hoffeldt Lane	Install new signals on mast arms with heads closer to stop bar (for Hoffeldt Lane); install new sidewalks on US 101 south of intersection and ADA-compliant curb ramps on all intersection approaches; continue US 101 bike lanes through intersection; update US 101 right-turn channelization to current design standard and ADA standard	Not Complete (Medium Term: 5-10 years)
10	US 101 / Benham Lane	Install new signals on mast arms with heads closer to stop bar (for Benham Lane); install new sidewalks on US 101 and Benham Lane, ADA-compliant curb ramps on all intersection approaches, and southbound right-turn lane on US 101; continue US 101 bike lanes through intersection; update US 101 right-turn channelization to current design standard and ADA standard	Not Complete (Long Term: 10-20 years)
11	US 101 / Pedrioli Drive	Relocate north driveway on east side of US 101 further north to serve commercial development; install southbound right-turn lane on US 101	Not Complete (Long Term: 10-20 years)
12	US 101 / Oceanview Drive-Winchuck River Road	Close northbound leg of Winchuck River Road	Not Complete (Long Term: 15-20 years)
13	US 101 / Stateline Road	Make north access at Del-Cur Supply Co-Op right-in/right-out and improve site access on Stateline Road; relocate guardrail on southwest corner of intersection further from highway.	Not Complete (Short Term: 1-5 years)

2022 Oregon Coast Bike Route Plan

The 2022 Oregon Coast Bike Route Plan identifies recommendations for bicycle facilities along US 101 through Curry County. General recommendations for urban areas include:

- Reconfiguring roadways by reallocating roadway lane spacing (reducing number of travel lanes, narrowing travel lanes, removing parking, etc.) to provide room for pedestrian and bicycle facilities;
- Building off-road, shared use paths; and
- Providing alternate routes for segments of US 101 that do not have enough space for comfortable bicycle facilities.

General recommendations for rural areas include:

- Widening roadways where right of way is available to expand shoulders or add bike lanes;
- Implementing rest area pullouts to provide places for people biking to stop and rest, especially on steep sections of roadway; and
- Improving signage, increasing signage consistency, and standardizing the use of flashing beacons to alert people driving to people biking.

Within Curry County, specific recommendations are summarized in Table 21.

Table 21. Oregon Coast Bike Route Plan Recommendations within Curry County

Project Area	Short Term Solutions	Long Term Solutions
Humbug Mountain Area	<ul style="list-style-type: none"> - Provide signs leading to the segment that remind people to share the road with people biking. - Provide flashing beacon lights to indicate when people are biking or walking in the area. - Provide signs indicating "Bikes May Use Full Lane" or equivalent. Prioritize the narrowest stretch first. 	<ul style="list-style-type: none"> - Construct a parallel shared use path to bypass the narrow, windy, and steep segment.
Gold Beach	<ul style="list-style-type: none"> - Reconfigure the road space on US 101 through Gold Beach to allow six-foot wide bike lanes. - For this concept to advance, it must have further analysis and public input, and be coordinated with the city. 	<ul style="list-style-type: none"> - None recommended
Brookings	<ul style="list-style-type: none"> - Reconfigure roadway space to make space for people biking. - Reroute the Oregon Coast Bike Route off US 101 to use Railroad Street between Pacific Avenue and Oak Street. - For this concept to advance, it must have further analysis and public input, and be coordinated with the city. 	<ul style="list-style-type: none"> - None recommended
Patterson (Rogue River), Thomas Creek, and Winchuck River Bridges	<ul style="list-style-type: none"> - Provide signs leading to the bridge that remind people to share the road with people biking. - Provide flashing beacon lights to indicate when people are biking on the bridge. - Consider advisory speed signs when the flashing beacons are activated. 	<ul style="list-style-type: none"> - None recommended

2023 South Coast Slide Study

The 2023 South Coast Slide Study investigates sustainable, practical, and cost-effective solutions and strategies to reduce the travel impact of 13 priority slide sites along US 101 between Port Orford and Brookings. Part of the study identified preferred roadway improvement mitigations.

Mitigations are focused on OR 255 (Carpenterville Highway) from Brookings to Pistol River and include:

- **Destination and directional signage** along the route: these increase driver comfort and reduce temporary traffic control signage during an event.
- **Enhanced existing pullouts with additional gravel and advance signage** along route: allows vehicles to pull out of traffic flows and facilitates detour operations.

STIP (2021-2027)

The Statewide Transportation Improvement Program (STIP) is ODOT's four-year funding program for transportation improvement projects on state and regional transportation systems. An expected outcome of the TSP Update process is proposing that the STIP be amended to include projects in the plan. The STIP projects will most likely involve improvements that are eligible for funding through the ODOT Enhance program, which awards funding through a competitive application process. A list of relevant projects identified in the current STIP (2021-2024) are shown in Table 22, along with ODOT's draft 2024-2027 STIP projects (available but awaiting approval following federal review).

Table 22. 2021-2024 and 2024-2027 STIP Projects for Curry County

Project Name	Description	Type	Total Project Cost	2023 Status
2021-2024 Projects				
US 101/OR 38: Variable Message Sign Upgrades	Replace existing hazard warning system with LED-based variable message (VMS) system to increase visibility to the traveling public	Preliminary Engineering, Construction	\$2,022,871	Construction Complete
US 101: Parkview Dr - Lucky Ln (Brookings)¹	Construct a bike lane and a sidewalk along the east side of US101 and replace deficient sidewalk, add a short segment of sidewalk on Ransom St, add flashing lights at Ransom Ave and Arnold Ave, and convert a 4-lane section to 3-lane from Heather Ln to Arnold Ln to improve pedestrian safety.	Preliminary Engineering, Right of Way, Utility Relocation, Construction	\$4,962,000	Construction Scheduled for 2024
US 101: Garrison Slough - Cemetery Loop Rd (Port Orford)	Remove existing pavement and replace with new; upgrade ADA ramps; add curb extensions, pedestrian signals, and sign and illumination upgrades	Preliminary Engineering, Right of Way, Construction, Other	\$6,975,668	Under Construction
US 101: Gold Beach (Rogue River) Bridge¹	Replace the existing cathodic protection system, a technique used to control the corrosion of a metal surface, to preserve the bridge structure.	Preliminary Engineering, Right of Way, Utility Relocation, Construction	\$25,141,000	Construction Scheduled for 2024
US 101: Floras Creek and Willow Creek Bridges¹	Replace the bridge rails on Floras Creek and Willow Creek structures to meet current safety standards. Replace the driving surfaces and joints on each bridge. Remove asphalt from the Willow Creek bridge and adjust the substructure of the roadway to match.	Preliminary Engineering, Right of Way, Utility Relocation, Construction	\$5,107,000	Construction Scheduled for 2024
US 101: Arizona Slide	Geological investigation for historical data collection, drilling, drain inspections, and recommendations to provide guidance for a future project.	Planning	\$512,313	Planning Complete
Klondike Fire Rehab	Restore approximately 45-miles of trails impacted by the Taylor and Klondike Fires	Other	\$119,746	Complete

Project Name	Description	Type	Total Project Cost	2023 Status
Arizona Ranch Rd: Myrtle Creek Bridge	Design for a future construction project to replace the bridge with a modern bridge type of sufficient width to increase safety and improve access.	Preliminary Engineering	\$514,800	Project Funded Through Final Plans
Southwest Oregon 2024-2027 ADA Curb Ramp Design, Phase 1	Design for future construction of curb ramps to meet compliance with the Americans with Disabilities Act (ADA) standards.	Preliminary Engineering	\$5,500,000	Project Funded Through Final Plans
2024-2027 Draft Projects				
US 101: Washington to California	Install National Vehicle Infrastructure (NEVI) fast charging stations at 50-mile intervals along US 101 between Washington and California.	Planning, Preliminary Engineering, Construction	\$6,281,000	Construction Scheduled for 2025
Southwest Oregon Rural Intersection Safety Improvements	Install signs to provide a safer roadway to the traveling public in ODOT Region 3.	Preliminary Engineering, Construction	\$3,119,988	Construction Scheduled for 2025
Southwest Oregon 2024-2027 ADA Curb Ramp Design, Phase 2	Design for future construction of curb ramps to meet compliance ADA standards.	Preliminary Engineering	\$8,316,400	Project Funded Through Final Plans
Highway Barrier Upgrades (Coos/Curry)	Replace the barrier on highways in Coos and Curry counties to improve safety on the roadway for the traveling public.	Preliminary Engineering, Construction	\$3,578,485	Construction Scheduled for 2026
SW Oregon Safety Program Funding Reserve (FFY25-27)	Funding reserved for federal fiscal year 2024-2027 for the Region 3 ARTS program.	Construction	\$1,195,529	Bucket of Funds
SW Oregon Preservation Program Funding Reserve (FFY25-27)	Funding reserved for future preservation projects in the 2024-2027 STIP cycle.	Construction	\$1,163,235	Bucket of Funds
SW Oregon HB2017 Safety Program Funding Reserve (FFY25-27)	Funding reserved for federal fiscal year 2024-2027 for the Region 3 HB2017 safety program.	Construction	\$143,554	Bucket of Funds
US101: Anderson Rockfall	Install rock protection screening to help prevent rock falling on roadway.	Preliminary Engineering, Construction	\$2,008,219	Construction Scheduled for 2024
Arizona Ranch Rd: Myrtle Creek Bridge	Replace the bridge with a wider and modern bridge to increase safety and improve access.	Preliminary Engineering, Right of Way, Utility Relocation, Construction	\$2,616,500	Construction Scheduled for 2026
US 101: Woodroof Creek Slide	Drainage improvements and pavement resurfacing to provide a safer roadway to the traveling public.	Preliminary Engineering, Right of Way, Construction	\$2,824,884	Construction Scheduled for 2027
US 101: Robin Lane to California State Line	Design project to remove existing pavement and replace with new asphalt to extend pavement service life. Safety upgrades to install barrier. Repair culverts and replace bridge driving surfaces to improve safety for traveling public.	Preliminary Engineering	\$655,815	Project Funded Through Final Plans

Project Name	Description	Type	Total Project Cost	2023 Status
Edson Creek "A" Bridge Rehab	Strengthen the existing bridge girders as needed to maintain the integrity of the bridge.	Preliminary Engineering, Construction	\$989,300	Construction Scheduled for 2026

¹Project also identified in 2024-2027 Draft STIP

Oregon Coast Trail Action Plan

The ongoing Oregon Coast Trail Action Plan identifies various improvements for the Oregon Coast Trail over the next 20 years. Projects that are relevant to the Curry County TSP Update are identified in Table 23 (and the map that follows).

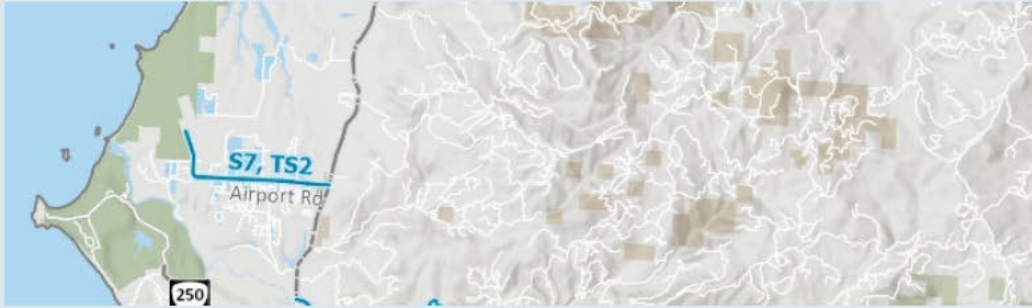
Table 23. Oregon Coast Trail Action Plan Projects in Curry County

Project ID	Location	Description
9-2	Rocky Point	Primary: Rounds Rocky Point on U.S. 101. New wayfinding signs. Warning signs along U.S. 101. Improve shoulders where feasible along U.S. 101. Improve crossing at Old Highway 101 / Humbug Mountain Frontage Road.
9-3	Humbug Mountain (North)	Primary: Follows a combination of U.S. 101, other existing roads, existing trails, beach, and new trails. New trails are (1) west of U.S. 101 between approximate mile points 311.1 and 311.9, (2) east of Sisters Rock, and (3) from Coy Creek Road to the beach. Improve U.S. 101 crossings at four locations: (1) Humbug Mountain State Park day use area (mile point 307.8), (2) Pacific Highlands Drive (mile point 311.9), (3) Sisters Rock (mile point 314.6), and (4) at new trail from Coy Creek Road (mile point 316.3). Warning signs along U.S. 101. Implement shoulder improvements where feasible along U.S. 101. New wayfinding signs.
9-5	Nesika	Primary: Follow Nesika Road and Old Coast Road. Improve U.S. 101 crossings at Geisel Monument Heritage Site and Old Coast Road (mile points 322.5 and 324.1). New wayfinding signs.
9-6	Gold Beach	Primary: Existing roads and U.S. 101 Wedderburn Bridge (existing route). New wayfinding signs.
10-1	Crook Point	Primary: Follow U.S. 101 (existing route). New wayfinding signs. Warning signs along U.S. 101. Implement shoulder improvements where feasible along U.S. 101.
10-2	Thomas Creek	Primary: Follow U.S. 101 over Thomas Creek Bridge (existing route). New wayfinding signs. Warning signs along U.S. 101.
10-3	Shy Creek	Primary: Follow U.S. 101 (existing route). New wayfinding signs. Warning signs along U.S. 101. Implement shoulder improvements where feasible along U.S. 101.
10-4	Chetco River (North)	Primary: Follow U.S. 101 and Railroad Street. New wayfinding signs. Warning signs along portions of U.S. 101 lacking sidewalks. Implement shoulder improvements where feasible along portions of U.S. 101 lacking sidewalks.
10-5	Chetco River (South)	Primary: Follow Oceanview Drive to McVay Rock State Park, beach to Crissey Field. Tidal gap signs. New wayfinding signs. Warning signs along Oceanview Drive. Alternate: Follow Oceanview Drive to U.S. 101, cross the Winchuck River, follow existing (but currently informal) trail through Crissey Field State Recreation Site. New wayfinding signs. Warning signs along Oceanview Drive and U.S. 101.



AIRPORT ROAD: US 101 TO CAPE BLANCO STATE AIRPORT

PROJECT PURPOSE: ADD PAVED SHOULDERS AND INSTALL ROADWAY DEPARTURE SAFETY TREATMENTS TO INCREASE MULTIMODAL SAFETY AND COMFORT AND STRENGTHEN ROADWAY NETWORK RESILIENCY

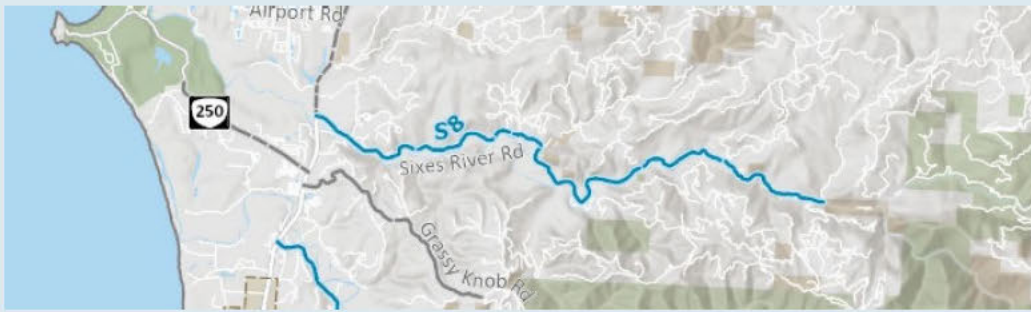


PROJECT INFORMATION

Description	<p>Airport Road is a Rural Major Collector that provides a key connection between US 101 and the Cape Blanco State Airport. It primarily serves visitors to the airport and recreation at the Floras Lake State Natural Area. Today, this roadway has one vehicular travel lane per direction and no paved shoulders. This corridor has limited physical barriers, mainly constrained by trees and residential driveways.</p> <p>This project would construct 6-foot paved shoulders, wider edgelines, and advisory curve warning signs from US 101 to Cape Blanco State Airport (projects S7 and TS2).</p>	
Existing Roadway Characteristics	<ul style="list-style-type: none"> • Jurisdiction: Curry County • Functional Classification: Rural Major Collector • Posted Speed: Unknown • Existing (2022) ADT: 20 - 170 • Forecast (2042): 25 - 180 • Travel Lanes: Two 11-foot • Pavement Width: 22 feet 	<ul style="list-style-type: none"> • Shoulders/Bike Lanes: None • On-Street Parking: None • Curb and Gutter: None • Sidewalks: None • No bus stops • Reported Crashes (2017-2021): 2 (50% roadway departure); serious injuries
Benefits	<ul style="list-style-type: none"> • Creates a walking/biking connection from US 101 to Floras Lake State Natural Area • Increases vehicular safety by providing pull-out areas and space for drivers to recover and key treatments including wider edgelines and curve warning signs • Improves section of east-west connection between US 101 and the airport 	
Constraints	<ul style="list-style-type: none"> • Funding • Right-of-Way • Environmental 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> • To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> • To Be Determined 	
Additional Considerations	<p>County will coordinate with Airport on surface transportation needs to support aviation.</p>	

SIXES RIVER ROAD: US 101 TO COUNTY LIMITS

PROJECT PURPOSE: WIDEN PAVED SHOULDERS TO INCREASE MULTIMODAL SAFETY AND COMFORT

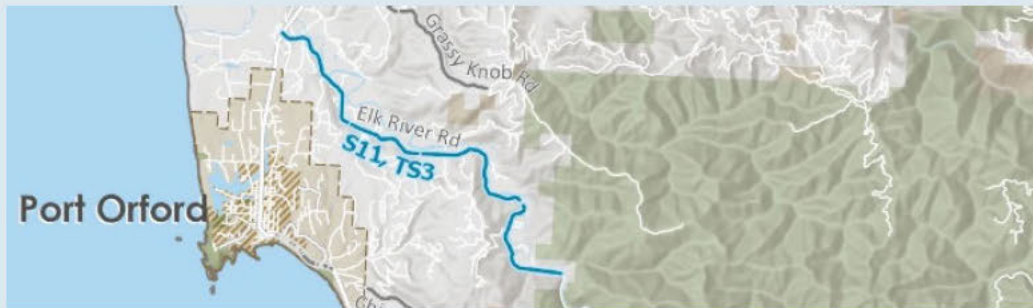


PROJECT INFORMATION

Description	<p>Sixes River Road is a Rural Major Collector that provides a key connection between US 101, Port Orford, and eastern communities along the Sixes River. It primarily serves residents in the area, but also provides recreation access along the river. Today, this roadway has one vehicular travel lane per direction and 1-to-2-foot paved shoulders. This corridor has physical barriers that include trees, grades, residential driveways, and in some instances, the Sixes River.</p> <p>This project would construct 6-foot paved shoulders from US 101 to the County's limits (project S8).</p>
Existing Roadway Characteristics	<ul style="list-style-type: none"> • Jurisdiction: Curry County • Functional Classification: Rural Major Collector • Posted Speed: 55 MPH • Existing (2022) ADT: 275 – 400 • Forecast (2042) ADT: 290 – 415 • Travel Lanes: Two 11- or 12-foot • Pavement Width: 24-26 feet • Shoulders/Bike Lanes: 1' (US 101 – MP 7.0); 2' (MP 7.0 – MP 8.5); 1' (MP 8.5 – NF-4600) • On-Street Parking: None • Curb and Gutter: None • Sidewalks: None • No bus stops • Reported Crashes (2017-2021): 1 (no roadway departure crashes); no serious injuries
Benefits	<ul style="list-style-type: none"> • Creates a walking/biking connection from US 101 to communities along the Sixes River • Increases vehicular safety by providing pull-out areas and space for drivers to recover • Improves connectivity east of US 101
Constraints	<ul style="list-style-type: none"> • Funding • Right-of-Way • Geography/Environmental
Planning-Level Cost Estimate	<ul style="list-style-type: none"> • To Be Determined
Potential Funding Sources	<ul style="list-style-type: none"> • To Be Determined
Additional Considerations	<p>The width of the paved shoulder may need to be adjusted at some sections where geography limits the ability to expand the pavement.</p>

ELK RIVER ROAD: US 101 TO COUNTY LIMITS

PROJECT PURPOSE: WIDEN PAVED SHOULDERS AND INSTALL ROADWAY DEPARTURE SAFETY TREATMENTS TO INCREASE MULTIMODAL SAFETY AND COMFORT AND STRENGTHEN ROADWAY NETWORK RESILIENCY



PROJECT INFORMATION

Description	<p>Elk River Road is a Rural Major Collector that provides a key connection between US 101, Port Orford, and eastern communities along the Elk River. It primarily serves residents in the area, but also provides recreation access along the river. Today, this roadway has one vehicular travel lane per direction and paved shoulders. This corridor has physical barriers that include trees, grades, residential driveways, and in some instances, the Sixes River.</p> <p>This project would construct 6-foot paved shoulders, centerline and shoulder rumble strips, advisory curve warning signs, and required chevron signs on rural horizontal curves from US 101 to the County's limits (projects S11 and TS3).</p>	
Existing Roadway Characteristics	<ul style="list-style-type: none"> • Jurisdiction: Curry County • Functional Classification: Rural Major Collector • Posted Speed: 45 MPH • Existing (2022) ADT: 140 - 540 • Forecast (2042) 150 - 575 • Travel Lanes: Two 12- or 12.5-foot • Pavement Width: 26 feet 	<ul style="list-style-type: none"> • Shoulders/Bike Lanes: 1' (US 101 – MP 3.3); 1' (Salmon Run - Vista Loop); 0.5' (MP 3.3 – County Limits) • On-Street Parking: None • Curb and Gutter: None • Sidewalks: None • No bus stops • Reported Crashes (2017-2021): 7 (100% roadway departure); no serious injuries
Benefits	<ul style="list-style-type: none"> • Creates a walking/biking connection from US 101 to communities along the Elk River • Increases vehicular safety by providing pull-out areas and space for drivers to recover and key safety treatments, including rumble strips, warning signs, and chevron signs 	
Constraints	<ul style="list-style-type: none"> • Funding • Right-of-Way • Geography/Environmental 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> • To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> • To Be Determined 	
Additional Considerations	<p>The width of the paved shoulder may need to be adjusted at some sections where geography limits the ability to expand the pavement. Project should consider locations for turn lanes and/or viewpoints along the Elk River.</p>	

CEDAR VALLEY DRIVE: OPHIR RD TO N BANK ROGUE RIVER RD

PROJECT PURPOSE: ADD PAVED SHOULDERS AND INSTALL ROADWAY DEPARTURE SAFETY TREATMENTS TO INCREASE MULTIMODAL SAFETY AND COMFORT AND STRENGTHEN ROADWAY NETWORK RESILIENCY

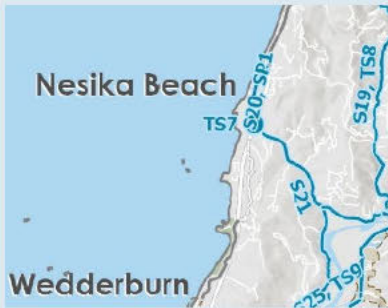


PROJECT INFORMATION

Description	<p>Cedar Valley Drive is a Rural Major Collector that provides a key connection between Nesika Beach, US 101, and the Rogue River. This roadway is also one section of a potential parallel route for US 101 between Ophir and Wedderburn. It primarily serves residents in the area, the Cedar Bend Golf Course, and recreation to the Rogue River. Today, this roadway has one vehicular travel lane per direction and no paved shoulders. This corridor has physical barriers that include trees, grades, and residential driveways.</p> <p>This project would construct 6-foot shoulders, raised or recessed pavement markers, wider edgelines, advisory curve warning signs, and required chevron signs on rural horizontal curves from Ophir Road to N Bank Rogue River Road (projects S19 and TS8).</p>	
Existing Roadway Characteristics	<ul style="list-style-type: none"> • Jurisdiction: Curry County • Functional Classification: Rural Major Collector • Posted Speed: 55 MPH • Existing (2022) ADT: 50 - 480 • Forecast (2042) ADT: 55 - 510 • Travel Lanes: Two 11.5- or 12-foot 	<ul style="list-style-type: none"> • Pavement Width: 23-24 feet • Shoulders/Bike Lanes: None • On-Street Parking: None • Curb and Gutter: None • Sidewalks: None • No bus stops • Reported Crashes (2017-2021): 6 (67% roadway departure); 2 serious injuries
Benefits	<ul style="list-style-type: none"> • Creates a walking/biking connection from US 101/Ophir Road to communities east of Ophir and to the Rogue River • Increases vehicular safety by providing pull-out areas and space for drivers to recover and key safety treatments, including raised/recessed pavement markers, wider edgelines, warning signs, and chevron signs • Improves north-south connectivity between Ophir and Wedderburn 	
Constraints	<ul style="list-style-type: none"> • Funding • Right-of-Way • Geography/Environmental 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> • To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> • To Be Determined 	
Additional Considerations	<p>The width of the paved shoulder may need to be adjusted at some sections where geography limits the ability to expand the pavement.</p>	

NESIKA ROAD: US 101 (SOUTH) TO US 101 (NORTH)

PROJECT PURPOSE: WIDEN PAVED SHOULDERS AND INSTALL SIDEPATH TO INCREASE MULTIMODAL SAFETY AND COMFORT



PROJECT INFORMATION

Description	<p>Nesika Road is a Rural Minor Collector that provides a parallel roadway to US 101 through Nesika Beach. It primarily serves residents in the area, some commercial businesses, and beach access. Today, this roadway has one vehicular travel lane per direction and 2-foot paved shoulders. This corridor has limited physical barriers, mainly constrained by trees and residential driveways. This project would construct:</p> <ul style="list-style-type: none"> 6-foot shoulders from US 101 (south) to Gun Club Road (project S20); and, A 10-foot sidepath on the west side from Gun Club Road to US 101 (north) (project SP1). 	
Existing Roadway Characteristics	<ul style="list-style-type: none"> Jurisdiction: Curry County Functional Classification: Rural Minor Collector Posted Speed: 40 MPH (US 101 N – Gun Club Road); 55 MPH (Gun Club Road – US 101 S) Existing (2022) ADT: 400-600 Forecast (2042) ADT: 400-700 Travel Lanes: Two 11-foot 	<ul style="list-style-type: none"> Pavement Width: 26 feet Shoulders/Bike Lanes: 2' paved shoulder On-Street Parking: None Curb and Gutter: None Sidewalks: None One bus stop near Nesika Beach Market Reported Crashes (2017-2021): 1 (100% roadway departure); 1 serious injury
Benefits	<ul style="list-style-type: none"> Creates a walking/biking connection parallel to US 101 through Nesika Beach Provides a comfortable, recreational experience for people walking/biking on the sidepath Increases vehicular safety by providing shoulders and space for drivers to recover Improves north-south connectivity between Ophir and Wedderburn 	
Constraints	<ul style="list-style-type: none"> Funding Right-of-Way Environmental 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> To Be Determined 	
Additional Considerations	<p>The width of the sidepath may need to be adjusted at some sections where geography limits the ability of sidepath construction.</p>	

EDSON CREEK ROAD: US 101 TO N BANK ROGUE RIVER ROAD

PROJECT PURPOSE: WIDEN PAVED SHOULDERS TO INCREASE MULTIMODAL SAFETY AND COMFORT AND STRENGTHEN ROADWAY NETWORK RESILIENCY



PROJECT INFORMATION

Description	<p>Edson Creek Road is a Rural Major Collector that provides a key connection between Nesika Beach, US 101, and N Bank Rogue River Road. This roadway is also part of an east-west route between US 101 and communities along the Rogue River. It primarily serves residents in the area and recreation to the Rogue River. Today, this roadway has one vehicular travel lane per direction and primarily 0.5-foot paved shoulders. This corridor has limited physical barriers, mainly constrained by trees and residential driveways.</p> <p>This project would construct 6-foot shoulders US 101 to N Bank Rogue River Road (project S21).</p>
Existing Roadway Characteristics	<ul style="list-style-type: none"> • Jurisdiction: Curry County • Functional Classification: Rural Major Collector • Posted Speed: 45 MPH • Existing (2022) ADT: 370 - 485 • Forecast (2042) ADT: 400 - 520 • Travel Lanes: Two 12-foot • Pavement Width: 25 feet • Shoulders/Bike Lanes: 0.5' paved shoulder • On-Street Parking: None • Curb and Gutter: None • Sidewalks: None • No bus stops • Reported Crashes (2017-2021): 1 (no roadway departure); 1 serious injury
Benefits	<ul style="list-style-type: none"> • Creates a walking/biking connection from US 101/Nesika Road to communities east of Nesika Beach and to the Rogue River • Increases vehicular safety by providing pull-out areas and space for drivers to recover • Improves east-west connectivity between US 101 and the Rogue River
Constraints	<ul style="list-style-type: none"> • Funding • Right-of-Way • Environmental
Planning-Level Cost Estimate	<ul style="list-style-type: none"> • To Be Determined
Potential Funding Sources	<ul style="list-style-type: none"> • To Be Determined
Additional Considerations	<p>The width of the paved shoulder may need to be adjusted at some sections where geography limits the ability to expand the pavement.</p>

WEDDERBURN LOOP: OLD COAST HIGHWAY TO US 101

PROJECT PURPOSE: ADD BIKE LANES/SHOULDERS TO INCREASE MULTIMODAL SAFETY AND COMFORT

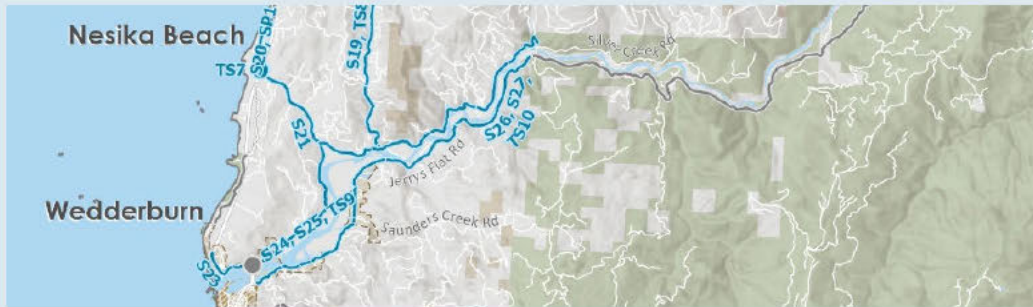


PROJECT INFORMATION

Description	<p>Wedderburn Loop is a Rural Minor Collector that provides a parallel connection to US 101 between Old Coast Road and N Bank Rogue River Road. It primarily serves residents in the area, some lodging and restaurants, and access to the Rogue River. Today, this roadway has one vehicular travel lane per direction and 2.5-foot paved shoulders. The section east of Doyle Point Road has existing 5-foot shoulders. This corridor has some physical barriers, particularly on the north side, as some homes are close to the roadway. There are limited trees.</p> <p>This project would construct 6-foot bike lanes or shoulders from Old Coast Highway to US 101 (project S23).</p>	
Existing Roadway Characteristics	<ul style="list-style-type: none"> • Jurisdiction: ODOT • Functional Classification: Rural Minor Collector • Posted Speed: 30 MPH • Existing (2022) ADT: 390 • Forecast (2042) ADT: 415 • Travel Lanes: Two 11-foot 	<ul style="list-style-type: none"> • Pavement Width: 27 feet • Shoulders/Bike Lanes: 2.5' paved shoulder • On-Street Parking: None • Curb and Gutter: None • Sidewalks: None • No bus stops • Reported Crashes (2017-2021): None
Benefits	<ul style="list-style-type: none"> • Creates a walking/biking connection parallel to US 101 in Wedderburn that provides access to the Rogue River, Isaac Lee Patterson Bridge, and hotels/restaurants. 	
Constraints	<ul style="list-style-type: none"> • Funding • Right-of-Way • Environmental 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> • To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> • To Be Determined 	
Additional Considerations	<p>The width of the bike lanes/paved shoulder may need to be adjusted at some sections where geography limits the ability to expand the pavement.</p>	

N BANK ROGUE RIVER ROAD: US 101 TO LOBSTER CREEK ROAD

PROJECT PURPOSE: ADD BUFFERED BIKE LANES OR PAVED SHOULDERS AND INSTALL ROADWAY DEPARTURE SAFETY TREATMENTS TO INCREASE MULTIMODAL SAFETY AND COMFORT AND STRENGTHEN ROADWAY NETWORK RESILIENCY

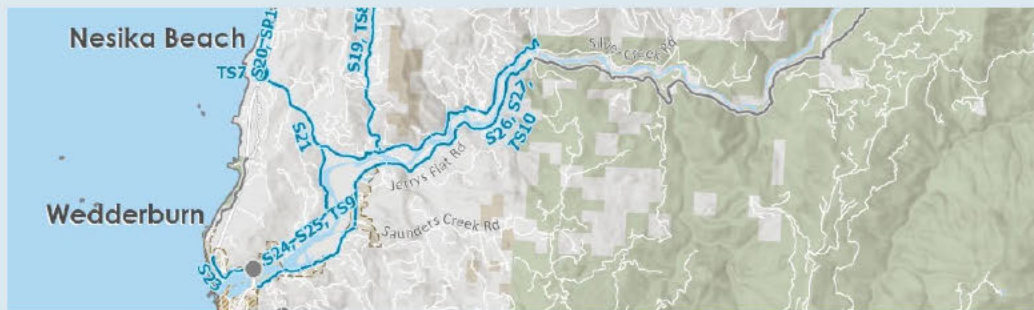


PROJECT INFORMATION

Description	<p>N Bank Rogue River Road is a Rural Major Collector that provides a key east-west connection between US 101 and communities along the Rogue River. It primarily serves residents in the area and recreation to the Rogue River. Today, this roadway has one vehicular travel lane per direction and some paved shoulders. This corridor has diverse physical barriers, constrained by the river, steep terrain and hills, driveways and homes, and trees. This project would construct:</p> <ul style="list-style-type: none"> 7-foot buffered bike lanes or shoulders, raised or recessed pavement markers, and wider edgelines from US 101 to MP 0.8 (projects S24 and TS9); and, 6-foot shoulders, raised or recessed pavement markers, wider edgelines, advisory curve warning signs, and required chevron signs on rural horizontal curves from MP 0.8 to Lobster Creek Road (projects S25 and TS9). 	
Existing Roadway Characteristics	<ul style="list-style-type: none"> Jurisdiction: Curry County Functional Classification: Rural Major Collector Posted Speed: 30 MPH - 45 MPH Existing (2022) ADT: 160 – 1,840 Forecast (2042) ADT: 165 – 1,900 Travel Lanes: Two 11- or 12-foot Pavement Width: 22-26 feet On-Street Parking: None 	<ul style="list-style-type: none"> Shoulders/Bike Lanes: 0.5' paved shoulder (US 101 – MP 2.22); 1' paved shoulder (MP 2.22 – Edson Creek Road); no paved shoulders (Edson Creek Road – Lobster Creek Road) Curb and Gutter: None Sidewalks: None No bus stops Reported Crashes (2017-2021): 21 (60% roadway departure); no serious injury
Benefits	<ul style="list-style-type: none"> Creates a walking/biking connection along the Rogue River Increases vehicular safety by providing pull-out areas and space for drivers to recover and key safety treatments, including raised/recessed pavement markers, warning signs, and chevron signs Improves east-west connectivity along the Rogue River 	
Constraints	<ul style="list-style-type: none"> Funding Right-of-Way Geography/Environmental 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> To Be Determined 	
Additional Considerations	<p>The width of the paved shoulder may need to be adjusted at some sections where geography limits the ability to expand the pavement.</p>	

JERRY'S FLAT ROAD: US 101 TO COUNTY LIMITS

PROJECT PURPOSE: WIDEN PAVED SHOULDERS AND INSTALL ROADWAY DEPARTURE SAFETY TREATMENTS TO INCREASE MULTIMODAL SAFETY AND COMFORT AND STRENGTHEN ROADWAY NETWORK RESILIENCY

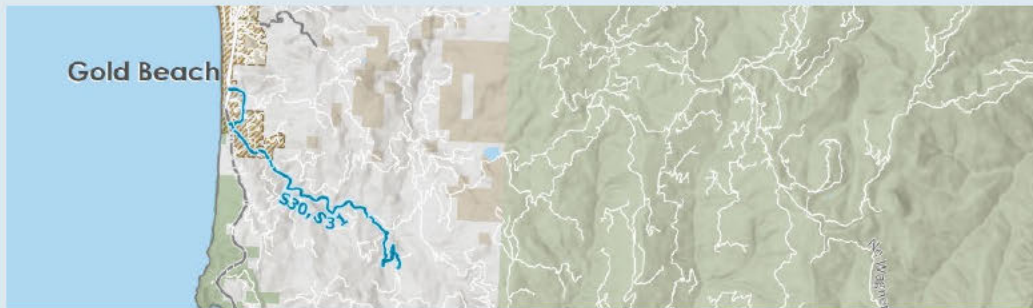


PROJECT INFORMATION

Description	<p>Jerry's Flat Road is a Rural Minor Arterial that provides a key connection between Gold Beach and eastern communities along the Rogue River. This roadway is also one section of a potential east-west route between US 101 and Interstate 5 (I-5). It primarily serves residents in the area, but also provides recreation access along the river. Today, this roadway has one vehicular travel lane per direction and paved shoulders for the first four miles. This corridor has diverse physical barriers, including steep slopes on both sides of the road with vegetation or driveways, various bridge structures over creeks, and pullouts and water access at some points. This project would construct:</p> <ul style="list-style-type: none"> 7-foot buffered shoulders, raised or recessed pavement markers, edgelines, advisory curve warning signs, and required chevron signs on rural horizontal curves from US 101 to the UGB (projects S26 and TS10); and, 7-foot paved shoulders, centerline and shoulder rumble strips, advisory curve warning signs, and required chevron signs on rural horizontal curves from the UGB to County limits (projects S27 and TS10). 	
Existing Roadway Characteristics	<ul style="list-style-type: none"> Jurisdiction: Curry County Functional Classification: Rural Minor Arterial Posted Speed: 30-35 MPH Existing (2022) ADT: 149 – 2,500 Forecast (2042) ADT: 158 – 2,600 Travel Lanes: Two 11- or 12-foot Pavement Width: 21-36 feet On-Street Parking: None 	<ul style="list-style-type: none"> Shoulders/Bike Lanes: 5' (US 101 - Salmon Run); 1' (Salmon Run - Vista Loop); 2' (Vista Loop - Saunders Creek); 6' (Saunders Creek - Old Mill site); none (Old Mill site – UGB) Curb and Gutter: None Sidewalks: None No bus stops Reported Crashes (2017-2021): 15 (93% roadway departure); 2 serious injuries
Benefits	<ul style="list-style-type: none"> Creates a walking/biking connection from US 101 to communities along the Rogue River Increases vehicular safety by providing pull-out areas and space for drivers to recover Improves connectivity between east-west connection between US 101 and I-5 	
Constraints	<ul style="list-style-type: none"> Funding, Right-of-Way, Environmental/Geography 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> To Be Determined 	
Additional Considerations	<p>Paved shoulder width may need to be adjusted at some sections due to topographical constraints. Curry County should consider coordinating with USFS/BLM to carry similar improvements eastward along Agness Road and Galice Creek Road.</p>	

HUNTER CREEK ROAD: US 101 (NORTH) TO COUNTY LIMITS

PROJECT PURPOSE: ADD BUFFERED BIKE LANES OR PAVED SHOULDERS TO INCREASE MULTIMODAL SAFETY AND COMFORT



PROJECT INFORMATION

Description	<p>Hunter Creek Road is a Rural Major Collector that provides an east-west connection between US 101 and communities east of Hunter Creek. It primarily serves residents in the area. Today, this roadway has one vehicular travel lane per direction and 1-to-7-foot paved shoulders. This corridor has some physical barriers, mainly including Hunter Creek, a couple bridge structures, and forests.</p> <p>This project would construct:</p> <ul style="list-style-type: none"> 7-foot buffered bike lanes or shoulders from US 101 to Gold Beach Urban Growth Boundary (UGB) (project S30); and 6-foot shoulders from Gold Beach UGB to County's Limits (project S31). 	
Existing Roadway Characteristics	<ul style="list-style-type: none"> Jurisdiction: Curry County Functional Classification: Rural Major Collector Posted Speed: 55 MPH Existing (2022) ADT: 55 - 1660 Forecast (2042) ADT: 60 - 1760 Travel Lanes: Two 12-foot Pavement Width: 26-38 feet 	<ul style="list-style-type: none"> Shoulders/Bike Lanes: 7' paved shoulder (US 101 – County Shops); 1' paved shoulder (County Shops – End) On-Street Parking: None Curb and Gutter: None Sidewalks: None No bus stops Reported Crashes (2017-2021): 5 (80% roadway departure); no serious injuries
Benefits	<ul style="list-style-type: none"> Creates a walking/biking connection between US 101 and communities east of Hunter Creek Increases vehicular safety by providing pull-out areas and space for drivers to recover in the more rural segments of the roadway 	
Constraints	<ul style="list-style-type: none"> Funding Right-of-Way Geography/Environmental 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> To Be Determined 	
Additional Considerations	<p>The width of the paved shoulder may need to be adjusted at some sections where geography limits the ability to expand the pavement. There are CIP projects in the 2021-2027 cycle to repair the Hunter Creek Bridge and Lower Hunter Creek Bridge.</p>	

PISTOL RIVER LOOP: US 101 TO CARPENTERVILLE HIGHWAY

PROJECT PURPOSE: ADD PAVED SHOULDERS AND INSTALL ROADWAY DEPARTURE SAFETY TREATMENTS TO INCREASE MULTIMODAL SAFETY AND COMFORT AND STRENGTHEN ROADWAY NETWORK RESILIENCY

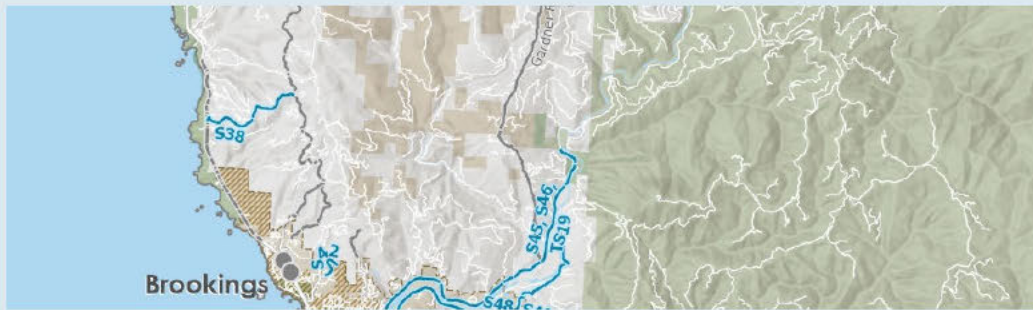


PROJECT INFORMATION

Description	<p>Pistol River Loop is a Rural Major Collector that provides a parallel connection to US 101 between Cape View Loop and Carpenterville Highway (OR 255). Carpenterville Highway continues as a parallel route to US 101 until Brookings. Pistol river Loop primarily serves residents in the area. Today, this roadway has one vehicular travel lane per direction and no paved shoulders. This corridor has some physical barriers, including bridges, residential driveways, and trees.</p> <p>This project would construct 6-foot paved shoulders, raised or recessed pavement markers, wider edgelines, advisory curve warning signs, and required chevron signs on rural horizontal curves from US 101 to Carpenterville Highway (S34 and TS15).</p>	
Existing Roadway Characteristics	<ul style="list-style-type: none"> • Jurisdiction: Curry County • Functional Classification: Rural Major Collector • Posted Speed: Unknown • Existing (2022) ADT: 145 - 180 • Forecast (2042) ADT: 205 - 165 • Travel Lanes: Two 11-foot 	<ul style="list-style-type: none"> • Pavement Width: 22 feet • Shoulders/Bike Lanes: None • On-Street Parking: None • Curb and Gutter: None • Sidewalks: None • No bus stops • Reported Crashes (2017-2021): 1 (100% roadway departure); no serious injury
Benefits	<ul style="list-style-type: none"> • Creates a walking/biking connection between US 101/Cape View Loop and communities east of Pistol River and to Carpenterville Highway • Increases vehicular safety by providing pull-out areas and space for drivers to recover and key safety treatments, including raised/recessed pavement markers, wider edgelines, warning signs, and chevron signs • Improves section of north-south parallel route between Pistol River and Brookings 	
Constraints	<ul style="list-style-type: none"> • Funding • Right-of-Way • Geography/Environmental 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> • To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> • To Be Determined 	
Additional Considerations	<p>The width of the paved shoulder may need to be adjusted at some sections where geography limits the ability to expand the pavement. There are CIP projects in the 2021-2027 cycle to repair the Pistol River Overpass and Pistol River Bridge.</p>	

CAPE FERRELO ROAD: US 101 TO CARPENTERVILLE HWY

PROJECT PURPOSE: ADD PAVED SHOULDERS TO INCREASE MULTIMODAL SAFETY AND COMFORT AND STRENGTHEN ROADWAY NETWORK RESILIENCY

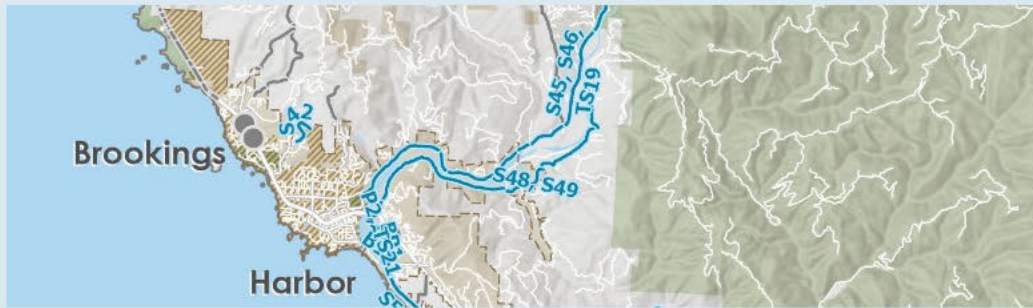


PROJECT INFORMATION

Description	<p>Cape Ferrelo Road is a Rural Major Collector that provides a key connection between US 101 and Carpenterville Highway. It primarily serves residents in the area. Today, this roadway has one vehicular travel lane per direction and no paved shoulders. This corridor has limited physical barriers, mainly constrained by trees and residential driveways.</p> <p>This project would construct 6-foot shoulders from US 101 to Carpenterville Highway (project S38).</p>	
Existing Roadway Characteristics	<ul style="list-style-type: none"> • Jurisdiction: Curry County • Functional Classification: Rural Major Collector • Posted Speed: 35 MPH • Existing (2022) ADT: 225 - 1040 • Forecast (2042) ADT: 255 - 1180 • Travel Lanes: Two 11-foot 	<ul style="list-style-type: none"> • Pavement Width: 22 feet • Shoulders/Bike Lanes: None • On-Street Parking: None • Curb and Gutter: None • Sidewalks: None • No bus stops • Reported Crashes (2017-2021): 2 (50% roadway departure); no serious injury
Benefits	<ul style="list-style-type: none"> • Creates a walking/biking connection between US 101 and Cape Ferrelo communities and Carpenterville Highway • Increases vehicular safety by providing pull-out areas and space for drivers to recover 	
Constraints	<ul style="list-style-type: none"> • Funding • Right-of-Way • Geography/Environmental 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> • To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> • To Be Determined 	
Additional Considerations	<p>The width of the paved shoulder may need to be adjusted at some sections where geography limits the ability to expand the pavement.</p>	

PARKVIEW DRIVE: VISTA RIDGE DRIVE TO EASTERN TERMINUS

PROJECT PURPOSE: ADD BIKE LANES OR PAVED SHOULDERS TO INCREASE MULTIMODAL SAFETY AND COMFORT

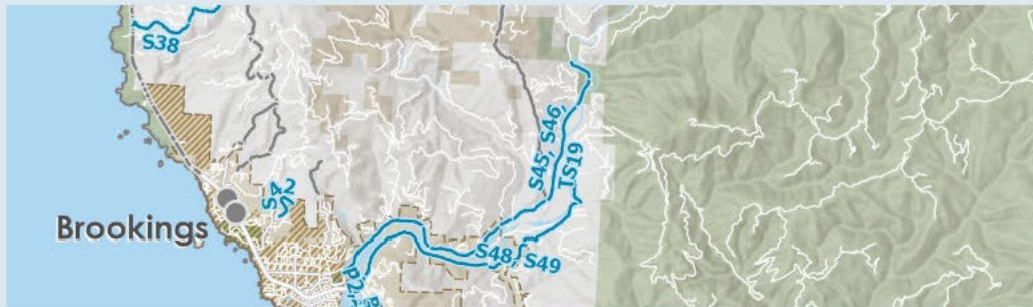


PROJECT INFORMATION

Description	<p>Parkview Drive is a Rural Minor Collector that provides a connection between US 101 and the Brookings Airport. It primarily serves residents in the area and visitors to the airport. Today, this roadway has one vehicular travel lane per direction and 1-foot paved shoulders. This corridor has limited physical barriers, mainly constrained by trees and residential driveways.</p> <p>This project would construct: 6-foot bike lanes or shoulders from Vista Ridge Drive to the eastern terminus (project S42).</p>	
Existing Roadway Characteristics	<ul style="list-style-type: none"> • Jurisdiction: Curry County • Functional Classification: Rural Minor Collector • Posted Speed: 25 MPH • Existing (2022) ADT: 70 • Forecast (2042) ADT: 70 • Travel Lanes: Two 11-foot 	<ul style="list-style-type: none"> • Pavement Width: 24 feet • Shoulders/Bike Lanes: 1' • On-Street Parking: None • Curb and Gutter: None • Sidewalks: None • No bus stops • Reported Crashes (2017-2021): none
Benefits	<ul style="list-style-type: none"> • Creates a walking/biking connection from US 101 to the Brookings Airport 	
Constraints	<ul style="list-style-type: none"> • Funding • Right-of-Way • Environmental 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> • To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> • To Be Determined 	
Additional Considerations	<p>The width of the bike lane/paved shoulder may need to be adjusted at some sections where geography limits the ability to expand the pavement. There is a project in the 2017 Brookings TSP to rebuild Airport Road near Parkview Drive as a cut - and - cover tunnel to avoid the Runway Protection Zone (RPZ) of Brookings County Airport.</p>	

N BANK CHETCO RIVER ROAD: MP 1.0 TO COUNTY LIMITS

PROJECT PURPOSE: ADD BIKE LANES OR PAVED SHOULDERS AND INSTALL ROADWAY DEPARTURE SAFETY TREATMENTS TO INCREASE MULTIMODAL SAFETY AND COMFORT AND STRENGTHEN ROADWAY NETWORK RESILIENCY

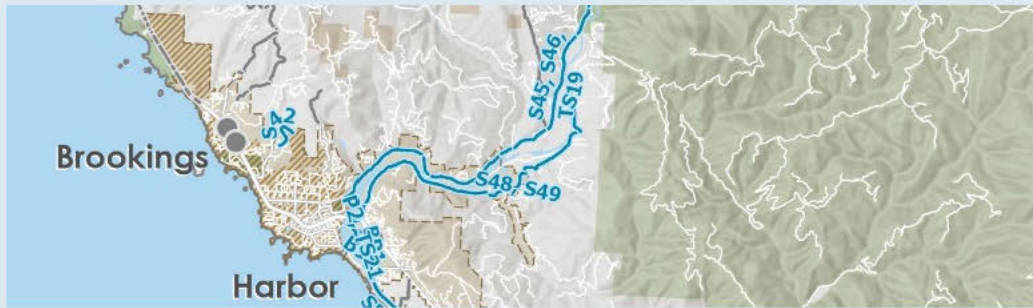


PROJECT INFORMATION

Description	<p>N Bank Chetco River Road is a Rural Major Collector that provides a key connection between Brookings, US 101, and the Chetco River. It primarily serves residents in the area, several commercial stores, and recreation to the Chetco River. Today, this roadway has one vehicular travel lane per direction and some paved shoulders. This corridor has diverse physical barriers, including the Chetco River, steep slopes, trees, and residential driveways. This project would construct:</p> <ul style="list-style-type: none"> 7-foot buffered bike lanes or shoulders, raised or recessed pavement markers, wider edgelines, advisory curve warning signs, and required chevron signs on rural horizontal curves from MP 1 to the Brookings Urban Growth Boundary (UGB) (projects S45 and TS19); and, 6-foot shoulders, centerline and shoulder rumble strips, advisory curve warning signs, and required chevron signs on rural horizontal curves from the UGB to MP 17.5 (projects S46 and TS19). 	
Existing Roadway Characteristics	<ul style="list-style-type: none"> Jurisdiction: Curry County Functional Classification: Rural Major Collector Posted Speed: 40 MPH (MP 1 – Gardner Ridge Road); 35 MPH (Gardner Ridge Road – County Limits) Existing (2022) ADT: 210 - 2570 Forecast (2042) ADT: 225 - 2735 Travel Lanes: Two 11- or 12-foot Pavement Width: 22-26 feet 	<ul style="list-style-type: none"> Shoulders/Bike Lanes: 1' (City Limits – Don Cameron Bridge); 1.5' (Don Cameron Bridge – Donalds Road); None (Donalds Road – County Limits) On-Street Parking: None Curb and Gutter: None Sidewalks: None No bus stops Reported Crashes (2017-2021): 32 (81% roadway departure); 2 serious injuries
Benefits	<ul style="list-style-type: none"> Creates a walking/biking connection along the Chetco River Increases vehicular safety by providing pull-out areas and space for drivers to recover and key safety treatments, including raised/recessed pavement markers, rumble strips, warning signs, and chevron signs Improves section of east-west connection between US 101 and the Chetco River 	
Constraints	<ul style="list-style-type: none"> Funding, Right-of-Way, Environmental/Geography 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> To Be Determined 	
Additional Considerations	<p>The width of the paved shoulder may need to be adjusted at some sections where geography limits the ability to expand the pavement.</p>	

S BANK CHETCO RIVER ROAD: US 101 TO COUNTY LIMITS

PROJECT PURPOSE: ADD PAVED SHOULDERS TO INCREASE MULTIMODAL SAFETY AND COMFORT AND STRENGTHEN ROADWAY NETWORK RESILIENCY



PROJECT INFORMATION

Description	<p>S Bank Chetco River Road is a Rural Major Collector that provides a key connection between Brookings, US 101, and the Chetco River. This roadway provides an east-west connection between US 101, recreation along the river, and a network of forest service roads. It primarily serves residents in the area and recreation to the Chetco River. Today, this roadway has one vehicular travel lane per direction, 6-foot bike lanes from US 101 to Harbor View Circle, and no paved shoulders to the east. This corridor has diverse physical barriers, including steep slopes, trees, residential driveways, and the river. This project would construct:</p> <ul style="list-style-type: none"> 7-foot buffered bike lanes or shoulders from US 101 to the Brookings Urban Growth Boundary (UGB) (project S48); and, 6-foot shoulders from the Brookings UGB to the County's Limits (project S49). 	
Existing Roadway Characteristics	<ul style="list-style-type: none"> Jurisdiction: Curry County Functional Classification: Rural Major Collector Posted Speed: 40 MPH Existing (2022) ADT: 70-3430 Forecast (2042) ADT: 75-3625 Travel Lanes: Two 10.5- or 12-foot Pavement Width: 21-36 feet On-Street Parking: None 	<ul style="list-style-type: none"> Shoulders/Bike Lanes: 6' bike lanes (US 101 – Harbor View Circle); no shoulders (Harbor View Circle – County Limits) Curb and Gutter: Partial (US 101 – Harbor View Circle); none eastward Sidewalks: Partial (US 101 – Harbor View Circle); none eastward No bus stops Reported Crashes (2017-2021): 7 (43% roadway departure); no serious injury
Benefits	<ul style="list-style-type: none"> Creates a walking/biking connection along the Chetco River Increases vehicular safety by providing pull-out areas and space for drivers to recover Improves section of east-west connection between US 101 and the Chetco River 	
Constraints	<ul style="list-style-type: none"> Funding Right-of-Way Geography/Environmental 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> To Be Determined 	
Additional Considerations	<p>The width of the paved shoulder may need to be adjusted at some sections where geography limits the ability to expand the pavement.</p>	

LOWER HARBOR ROAD: BENHAM LANE TO US 101

PROJECT PURPOSE: ADD SIDEWALKS OR SIDEPATH AND INSTALL URBAN CURVE SAFETY TREATMENTS TO INCREASE MULTIMODAL SAFETY AND COMFORT



PROJECT INFORMATION

Description	<p>Lower Harbor Road is a Rural Major Collector that provides a key connection through Brookings Harbor and is one section of a potential parallel route to US 101 between S Bank Chetco River Road and Winchuck Road. It primarily serves commercial activity, residents in the area, lodging, and recreation or other activity at the Port of Brookings Harbor, the Chetco River, and ocean. Today, this roadway has one vehicular travel lane per direction and 4-to-7-foot bike lanes. This corridor has some physical barriers, mainly constrained by trees and existing buildings/parking lots. There are some sections of steeper slopes on the east side of the roadway. This project would construct:</p> <ul style="list-style-type: none"> 6-foot sidewalks or a sidepath (west side) from Benham Lane to US 101 (project P2); and, High-friction surface treatment and advance curve warning flashers from Benham Lane to Boat Basin Road (project TS21). 	
Existing Roadway Characteristics	<ul style="list-style-type: none"> Jurisdiction: Curry County Functional Classification: Rural Major Collector Posted Speed: 30 MPH Existing (2022) ADT: 2380 - 5550 Forecast (2042) ADT: 2920 - 6820 Travel Lanes: Two 12- or 18-foot Pavement Width: 38-44 feet On-Street Parking: None Curb and Gutter: Yes Shoulders/Bike Lanes: 4' bike lanes (Shopping Center Ave – US 101); 7' bike lanes (Boat Basin Rd – Shopping Center Ave) Sidewalks: Partial, west side (Benham Ln – north of Boat Basin Rd and Shopping Center Ave – US 101) No bus stops, but Curry Public Transit fixed-route nearby Reported Crashes (2017-2021): 11 (18% roadway departure/curve crash); no serious injury 	
Benefits	<ul style="list-style-type: none"> Creates continuous walking connection on a key commercial/recreational roadway in Brookings Increases vehicular safety through urban curve between Lower Harbor Road and Benham Lane Improves section of north-south connection within Brookings Harbor 	
Constraints	<ul style="list-style-type: none"> Funding, Right-of-Way, Environmental/Geography 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> To Be Determined 	
Additional Considerations	<p>The width and type (sidewalk vs. sidepath) of the walking facility may need to be adjusted at some sections due to topographical limitations. This project should support improvements planned along the corridor from the 2021-227 Capital Improvement Plan and 2017 Brookings TSP, including sidewalks, ADA ramps, a roundabout at Shopping Center Avenue, and bike lanes.</p>	

SHOPPING CENTER AVE: W HOFFEDLT LN TO LOWER HARBOR RD

PROJECT PURPOSE: WIDEN BIKE LANES OR ADD SIDEPATH TO INCREASE MULTIMODAL SAFETY AND COMFORT



PROJECT INFORMATION

Description	<p>Shopping Center Avenue is a Rural Major Collector that provides a connection to mostly commercial destinations in Brookings. This roadway runs parallel to US 101. It primarily serves commercial uses in the area and residents. Today, this roadway has one vehicular travel lane per direction and 4.5' bike lanes. This corridor has physical barriers, including a steep slope with a retaining wall on the north side and a cliff with a fence on the south side.</p> <p>This project would construct 7-foot buffered bike lanes or a sidepath (west side) from Lower Harbor Road to W Hoffedlt Lane (project B1).</p>	
Existing Roadway Characteristics	<ul style="list-style-type: none"> • Jurisdiction: Curry County • Functional Classification: Rural Major Collector • Posted Speed: 35 MPH • Existing (2022) ADT: 1490 - 2530 • Forecast (2042) ADT: 1490 - 2530 • Travel Lanes: Two 12-foot • Pavement Width: 33 feet 	<ul style="list-style-type: none"> • Shoulders/Bike Lanes: 4.5' bike lanes • On-Street Parking: None • Curb and Gutter: Yes • Sidewalks: Yes (west side) • Curry Public Transit fixed-route and bus stops nearby • Reported Crashes (2017-2021): 8; no serious injury
Benefits	<ul style="list-style-type: none"> • Improves a biking connection to key commercial destinations in Brookings 	
Constraints	<ul style="list-style-type: none"> • Funding • Right-of-Way • Environmental/Geography 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> • To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> • To Be Determined 	
Additional Considerations	<p>The width and type (bike lane vs. sidepath) of the biking facility may need to be adjusted at some sections due to topographical limitations. This project should support improvements planned along the corridor from the 2021-227 Capital Improvement Plan, 2017 Brookings TSP, and 2009 Harbor Area Transportation System Refinement Plan, including a roundabout at Lower Harbor Road, a new southbound left-turn lane on Zimmerman Lane, and pedestrian and bicycle improvements at Lower Harbor Road.</p>	

W HOFFELDT LANE: SOUTH OF TITUS LANE TO US 101

PROJECT PURPOSE: ADD BIKE LANES AND SIDEWALKS TO INCREASE MULTIMODAL SAFETY AND COMFORT



PROJECT INFORMATION

Description	<p>W Hoffeldt Lane is a Rural Minor Collector that provides a connection through residential neighborhoods in Brookings, primarily serving residents in the area. Today, this roadway has one vehicular travel lane per direction and 1-foot paved shoulders. This corridor has some physical barriers, constrained by curbs, trees, and residential buildings, structures, and driveways.</p> <p>This project would construct 6-foot bike lanes and 6' sidewalks from US 101 to South of Titus Lane (project BP1).</p>	
Existing Roadway Characteristics	<ul style="list-style-type: none"> • Jurisdiction: Curry County • Functional Classification: Rural Minor Collector • Posted Speed: 25 MPH • Existing (2022) ADT: 240 - 1820 • Forecast (2042) ADT: 250-1920 • Travel Lanes: Two 12-foot • Pavement Width: 24 feet • Shoulders/Bike Lanes: 1' • On-Street Parking: None • Curb and Gutter: Yes • Sidewalks: Yes, north side (US 101 to Acacia Lane) • Curry Public Transit fixed-route and bus stops nearby • Reported Crashes (2017-2021): 2; no serious injury 	
Benefits	<ul style="list-style-type: none"> • Creates a continuous walking/biking connection from US 101/Shopping Center Avenue to residences in Brookings. 	
Constraints	<ul style="list-style-type: none"> • Funding • Right-of-Way/Existing Structures 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> • To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> • To Be Determined 	
Additional Considerations	<p>The width of the bike lane and sidewalk may need to be adjusted at some sections due to right-of-way/existing structure limitations.</p>	

OCEANVIEW DRIVE: US 101 TO BENHAM LANE

PROJECT PURPOSE: ADD BUFFERED BIKE LANES OR SHOULDERS AND SIDEPATH TO INCREASE MULTIMODAL SAFETY AND COMFORT

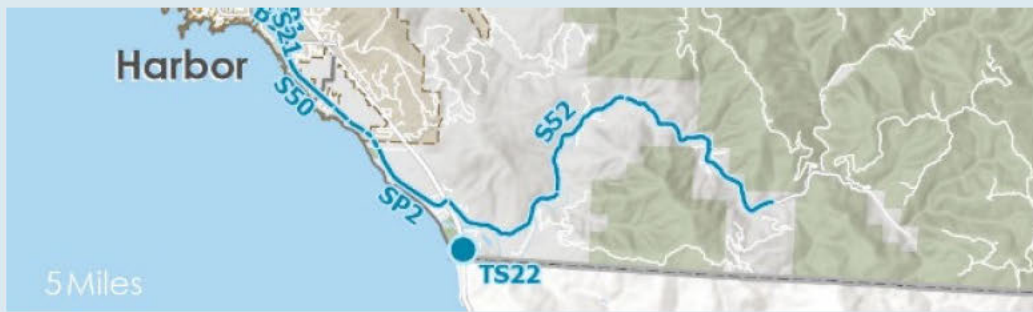


PROJECT INFORMATION

Description	<p>Oceanview Drive is a Rural Minor Collector that provides a north-south connection through Brookings Harbor. This roadway is also one section of a potential parallel route for US 101 between S Bank Chetco River Road and Winchuck Road. It primarily serves residents in the area, some commercial destinations, and recreation along the ocean. Oceanview Drive is also a key connection to McVay Rock State Recreation Site. Today, this roadway has one vehicular travel lane per direction and 5' paved shoulders/bike lanes. This corridor has some constraints, mainly by intersecting roadways and residential driveways and properties.</p> <p>This project would construct:</p> <ul style="list-style-type: none"> 10' sidepath (east side) from US 101 to Cedar Lane (project SP2); and, 7-foot buffered bike lanes/shoulders from Cedar Lane to Benham Lane (project S50). 	
Existing Roadway Characteristics	<ul style="list-style-type: none"> Jurisdiction: Curry County Functional Classification: Rural Minor Collector Posted Speed: 35 MPH (Benham Lane – Cedar Lane); 40 MPH (Cedar Lane – US 101) Existing (2022) ADT: 200 - 1410 Forecast (2042) ADT: 250 - 1770 Travel Lanes: Two 11.5- or 12-foot Pavement Width: 22-32 feet 	<ul style="list-style-type: none"> Shoulders/Bike Lanes: 5' (SE of Cedar Lane – US 101) On-Street Parking: None Curb and Gutter: No Sidewalks: None No bus stops Reported Crashes (2017-2021): 9; no serious injury
Benefits	<ul style="list-style-type: none"> Creates a continuous walking/biking connection on Oceanview Drive parallel to US 101 in Brookings Harbor Connects people walking/biking to McVay Rock State Recreation Site 	
Constraints	<ul style="list-style-type: none"> Funding Right-of-Way/Existing Residences 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> To Be Determined 	
Additional Considerations	<p>The width of the bike lane/paved shoulder may need to be adjusted at some sections due to right-of-way/residential property limitations. This project should support planned improvements along the corridor from the 2017 Brookings TSP, including conventional bike lanes where right-of-way is available, and bike route where right-of-way is not available.</p>	

WINCHUCK RIVER ROAD: US 101 TO COUNTY LIMITS

PROJECT PURPOSE: WIDEN PAVED SHOULDERS TO INCREASE MULTIMODAL SAFETY AND COMFORT



PROJECT INFORMATION

Description	<p>Winchuck River Road is a Rural Major Collector that provides a key east-west connection between US 101 and southeastern Curry County, including to rural communities and recreation sites. It primarily serves residents in the area and recreation to the Oregon Redwoods, Winchuck River, and other forest activities. Today, this roadway has one vehicular travel lane per direction and 0.5-foot paved shoulders. This corridor has physical barriers, including steep slopes, trees, and various creeks and rivers.</p> <p>This project would construct 6-foot shoulders from US 101 to the County's limits (project S52)</p>	
Existing Roadway Characteristics	<ul style="list-style-type: none"> • Jurisdiction: Curry County • Functional Classification: Rural Major Collector • Posted Speed: 40 MPH • Existing (2022) ADT: 90 -1110 • Forecast (2042) ADT: 90 -1150 • Travel Lanes: Two 12-foot • Pavement Width: 25 feet 	<ul style="list-style-type: none"> • Shoulders/Bike Lanes: 0.5 feet • On-Street Parking: None • Curb and Gutter: None • Sidewalks: None • No bus stops • Reported Crashes (2017-2021): 6 (83% roadway departure); 1 fatality
Benefits	<ul style="list-style-type: none"> • Creates a walking/biking connection from US 101 to southeastern Curry County communities and recreation • Increases vehicular safety by providing pull-out areas and space for drivers to recover 	
Constraints	<ul style="list-style-type: none"> • Funding • Right-of-Way • Geography/Environmental 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> • To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> • To Be Determined 	
Additional Considerations	<p>The width of the paved shoulder may need to be adjusted at some sections where geography limits the ability to expand the pavement. This project should support improvements planned for the corridor from the 2017 US 101 Corridor Plan, including removing the westbound right-turn bypass lane at US 101 (heading northbound).</p>	

US 101 / NESIKA ROAD-EDSON CREEK ROAD

PROJECT PURPOSE: CONSTRUCT TURN LANES AND IMPROVE SIGHT DISTANCE TO INCREASE INTERSECTION SAFETY FOR MOTOR VEHICLES



PROJECT INFORMATION

Description	<p>Nesika Road is a Rural Minor Collector that provides a parallel roadway to US 101 through Nesika Beach, primarily serving residents in the area, some commercial businesses, and beach access. Edson Creek Road is a Rural Major Collector that provides a key connection between Nesika Beach, US 101, and N Bank Rogue River Road, primarily serving residents in the area and recreation to the Rogue River.</p> <p>This project would construct right-turn and left-turn lanes on US 101 and increase intersection sight distance (project TS7).</p>
Existing Roadway Characteristics	<ul style="list-style-type: none"> • Jurisdiction: ODOT • Functional Classification: Statewide Highway and Rural Other Principal Arterial (ODOT); Rural Major and Minor Collectors (County) • Posted Speed: 40 – 55 MPH • Existing (2022) ADT: 3,500 • Forecast (2042) ADT: 3,700 • Travel Lanes: Two 11-to-12-foot (County) • Pavement Width: 25-26 feet (County) • Shoulders/Bike Lanes: 0.5-2 feet (County) • On-Street Parking: None (County) • Curb and Gutter: None (County) • Sidewalks: None (County) • One bus stop on Nesika Road near Nesika Beach Market; Curry Public Transit fixed-route on US 101 through intersection (County) • Reported Crashes (2017-2021): 3; no serious injury
Benefits	<ul style="list-style-type: none"> • Increases vehicular safety through high-speed corridor by providing dedicated turn lanes on US 101 and increasing intersection sight distance from the side streets
Constraints	<ul style="list-style-type: none"> • Funding/ODOT Jurisdiction • Right-of-Way
Planning-Level Cost Estimate	<ul style="list-style-type: none"> • To Be Determined
Potential Funding Sources	<ul style="list-style-type: none"> • To Be Determined
Additional Considerations	<p>The County should coordinate with ODOT on improvements to this intersection as it is their jurisdiction. If the County continues to observe driving behavior and crashes similar to what has occurred prior to intersection improvements, they may also consider coordinating with ODOT to implement low-cost treatments to increase driver awareness of the intersection, including flashing beacons, improving intersection warning for stop-controlled approaches, increasing retroreflectivity of stop signs, and/or providing actuated flashing beacons triggered by approaching vehicles.</p>

US 101 / DEL-CUR SUPPLY CO-OP SITE ACCESS

PROJECT PURPOSE: RESTRICT ACCESS ON US 101 AND FORMALIZE ACCESS ON STATELINE ROAD TO INCREASE MOTOR VEHICLE SAFETY AT DEL-CUR SUPPLY CO-OP



PROJECT INFORMATION

Description	<p>The Del-Cur Supply Co-Op is an important business to southern Curry County, located adjacent to US 101 just north of the California State Line. Today, the Co-Op takes direct access from US 101 on the east side of the highway just south of the US 101 / Stateline Road intersection. The community has expressed regular concerns about the safety of this access point, witnessing near misses and unsafe driving behavior. There are no separate turn lanes on US 101 into the site due to the geometry at the US 101 / Stateline Road intersection. This location has been previously identified for improvements in the 2017 US 101 Corridor Plan.</p> <p>Planned improvements include:</p> <ul style="list-style-type: none"> Converting the north Del-Cur Supply Co-Op site access on US 101 to right-in/right-out; and, Improving the site access on Stateline Road to mitigate conflicts (project TS22). 	
Existing Roadway Characteristics	<ul style="list-style-type: none"> Jurisdiction: ODOT Functional Classification: Statewide Highway and Rural Other Principal Arterial (ODOT) Posted Speed: 55 MPH Existing (2022) ADT: 8,930 Forecast (2042) ADT: 9,200 Travel Lanes: Two 12-foot and 15-foot northbound left-turn lane to Crissey Field State Recreation Site (US 101) 	<ul style="list-style-type: none"> Pavement Width: 60 feet (US 101) Shoulders/Bike Lanes: 10.5 feet On-Street Parking: None Curb and Gutter: None Sidewalks: None No bus stops, but Curry Public Transit fixed-route on US 101 through intersection Reported Crashes (2017-2021): 1 turning movement at US 101 access; no serious injury
Benefits	<ul style="list-style-type: none"> Increases vehicular safety through high-speed corridor by eliminating left turns into the Del-Cur Supply Co-Op and onto US 101 and improving a full moving access from Stateline Road 	
Constraints	<ul style="list-style-type: none"> Funding/ODOT Jurisdiction Right-of-Way 	
Planning-Level Cost Estimate	<ul style="list-style-type: none"> To Be Determined 	
Potential Funding Sources	<ul style="list-style-type: none"> To Be Determined 	
Additional Considerations	<p>This improvement is in the adopted 2017 US 101 Corridor Plan (Chetco River Bridge to Oregon/California Border) and should be coordinated with ODOT. US 101 access modifications and new access improvements on Stateline Road must be able to accommodate truck maneuvers.</p>	



CURRY COUNTY BOARD OF COMMISSIONERS

Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon
www.co.curry.or.us

BUSINESS MEETING MINUTES

October 4, 2023

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 9:00 a.m.; present were Chair John Herzog, Vice Chair Brad Alcorn, and Commissioner Jay Trost

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

The Pledge was recited by all.

2. AMENDMENT AND APPROVAL OF THE AGENDA

Herzog requested to add item 3B: Introduction of Deputy Treasurer, Nick Vicino

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

3. AWARDS

- A. Sheriff Ward recognized K-9 Officer King for five years of service and Officer Krohn for ten years of service
- B. Treasurer Barnes introduced Deputy Treasurer Vicino

4. PUBLIC COMMENTS

- Mary Rowe (via phone) – provided opinion on Agenda Item 6D
- Jeff Sheldon – expressed negative opinion on BOEM project
- Lynn Coker – expressed negative opinion on BOEM project
- Sara Koenig – expressed negative opinion on BOEM project
- Charmaine Brackett – expressed negative opinion on BOEM project
- Thena Harteri – Lyons– expressed negative opinion on BOEM project
- David Barnes – expressed negative opinion on BOEM project
- Vicky Shaw – expressed negative opinion on BOEM project
- Janice Gober – expressed negative opinion on BOEM project
- Patrick Hollinger – expressed negative opinion on BOEM project

5. CONSENT AGENDA

- A. Approve Minutes for Emergency Meeting on September 19, 2023
- B. Approve Minutes for Business Meeting on September 20, 2023
- C. Approve Minutes for BOC-DCO Meeting on August 31, 2023
- D. Approve Minutes for BOC-DCO Meeting on September 7, 2023
- E. Approve Minutes for BOC-DCO Meeting on September 15, 2023
- F. Approve Minutes for BOC-DCO Meeting on September 21, 2023
- G. Approve Deputy IT Director Job Description
- H. Approve Promotion – R. Carpenter
- I. Approve Promotion – W. Robbins
- J. Approve contract with Advanced Automatic Doors – Courthouse
- K. Approve Resolution ending Local Emergency – Anvil Fire
- L. Approve Agreement with LCOG – Financial Services
- M. Approve Letter to ODFW

Alcorn motioned to approve the consent calendar. Trost seconded. Motion carried unanimously.

6. DISCUSSION/ACTION ITEMS

- A. Appoint Representative to BOEM Intergovernmental Energy Task Force

Commissioners and County Counsel discussed a formal position to take regarding the proposed BOEM project.

Commissioner Trost proposed: “The Curry County Board of Commissioners adamantly opposes the harvesting of wind energy off the coast of Curry County. This opposition is found to be unanimous among the Curry County Board of Commissioners representing the citizens of Curry County.”

All Commissioners agreed with said statement to be the final formal position and letter to BOEM during the open public time.

Alcorn motioned to appoint Commissioner Trost as the BOEM Task Force Representative for Curry County. Trost seconded. Motion carried unanimously.

Chair Herzog called regular session to break at 10:12 a.m

Chair Herzog called regular session to resume at 10:20 a.m.

- B. Dissolution of Code Enforcement & Reassignment of Positions

Trost motioned to dissolve the Code Enforcement Department and reassign personnel and positions accordingly. Alcorn seconded. Motion carried unanimously.

Chair Herzog called executive session at 10:30 a.m

Chair Herzog called regular session to resume at 11:07 a.m.

Herzog motioned that based on the results of this discussion, the unemployment of Jordon Green is terminated immediately in accordance with Article 51(F). Trost seconded. Motion carried unanimously.

C. Fair Board Appointment

Commissioners are tabling this item to hold a joint Fair Board/BOC Workshop

D. Agenda Item Policy Amendment

Alcorn motioned to amend the Agenda Item Policy to change the day and time of Board Business Meetings. Trost seconded. Motion carried unanimously.

E. Cooperative Services Agreement with Department of Agriculture

Alcorn motioned to approve the Cooperative Service Agreement between Curry County and the USDA. Trost seconded. Motion carried unanimously.

7. ELECTED OFFICIAL UPDATES

None

8. COMMISSIONER UPDATES

A. Commissioner Alcorn:

Gold Beach having Workshop on October 19th at 6:30 p.m. about camping policy

B. Commissioner Herzog:

Expressed thanks to community for thoughts and prayers on his sons recent passing.

9. OTHER *(ORS 192.640(1) "... 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.")*

10. ADJOURN

Chair Herzog adjourned the meeting at 11:30 a.m.

Dated this 19th day of October, 2023

John Herzog, Chair

Brad Alcorn, Vice Chair

Jay Trost, Commissioner

Minutes prepared by Natasha Tippetts, Administrative Assistant



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
October 19, 2023		Adopt a Position Description for an Existing Position - Deputy Clerk I	
Time Needed:			
2 minutes			
Financial Impact:		Description and Background:	
n/a		This changes the experience from 3 years to 2. Currently the Deputy Clerk I and II both have 3 years of experience. This would make the two different but does not change the current salary range that they are in.	
Category:			
<input type="checkbox"/> Action/Discussion			
<input checked="" type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Approve the position description for Deputy Clerk I			
Attachments:		Instructions Once Approved:	
1. Order		File with the Clerk's Office	
2. Description			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
Julie Swift – Payroll & HR		October 11, 2023	

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

In the Matter of an Order Adopting a)
Position Description for an Existing) ORDER NO. _____
Position (Deputy Clerk I))

WHEREAS, it is the recommendation of Shelley Denney, County Clerk, that the attached position description be adopted for the following position:

Deputy Clerk I
Position Title

D
Range

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation.

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of October 19, 2023. This description replaces any previous description approved for this position.

DATED this 19th day of October, 2023

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Brad Alcorn, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Deputy Clerk I - Clerk's Office

EXEMPT: No
SALARY LEVEL: D
SUPERVISOR: Curry County Clerk
PREPARED BY: Curry County Clerk

June 2023

GENERAL POSITION SUMMARY:

Perform highly complex and varied functions related to the recording of legal documents, issuing of marriage licenses, maintenance of voter registration records and preparation for and execution of elections. Manages as a U.S. Passport Acceptance Facility Agent. May serve as Deputy Registrar & Board of Property Tax Appeals Clerk.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Administers Oregon Revised Statutes by receiving and verifying authenticity of documents presented for recording; indexes and files a wide variety of legal and other documents.
2. Maintains record of fee collections, provides funds to the Treasurer, and prepares monthly financial reports. Maintains records of County Commissioners Orders, agreements, contracts, resolutions, and ordinances signed by the County Commissioners. Oversees and performs microfilming process for all recorded information.
3. Assists the public in ascertaining what documents they may want; searches for recorded documents; answers questions and interprets documents; provides accurate and complete photocopies. Answers questions from the public relating to recording procedures and requirements. Designs and maintains web pages for County Clerk's Recording/Election Divisions.
4. Maintains voter registration data, voter history data, scanning and indexing of voter signatures to archival index. Prepares and issues official ballots to eligible voters, creates other audits, labels and materials required by Oregon Election Laws. Assembles and distributes elections supplies for drop sites, and other specific election needs required by Oregon Election Law. Explains and advises citizens in understanding their rights and responsibilities in exercising their voting franchise.

5. Audits ballot processing and counting functions produced by Election Board Personnel. Proofs Taxing District records – code area splits, ballot text in preparation of ballot distribution.
6. Upholds legal responsibilities as an Acceptance Agent. Accepts and properly allocates only authorized fees as established by the U.S. Department of State.
7. Meets annual training requirements and stays up to date with correspondence from Passport Services in the form of Agency Newsletters, notices, and any other procedure and policy updates.
8. Maintains confidentiality by not releasing passport application information to anyone other than the applicant and Passport Services, unless expressly authorized. Makes passport records available to the U.S. Department of State Office of the Inspector General for review, monitoring, audit, or investigation.
9. Complies with all instructions of the state registrar per ORS 432.035. Checks upon the compliance of others. Makes an immediate report to the state registrar of any violation of this chapter or of a rule adopted under this chapter coming to their notice by observation, upon complaint of a person or otherwise.
10. Collects fees associated with vital statistics requests using the up-to-date fee collection schedule. Deposits to the bank all collected fees and submits a report.
11. Selects members for the Board of Property Tax Appeals after the Commissioners have appointed eligible persons to the pool.
12. Receives and incorporates documents into the official record of the Board of Property Tax Appeals including appeal petitions, value recalculation worksheets, evidence, stipulations, and Summary of Actions. Distributes orders to Assessors office and Tax office directing them to reduce or sustain land values.
13. Reviews and audits all petitions to determine compliance with ORS and to establish jurisdiction with the Board. Calculates and prepares the “Summary of Actions” of the Board of Property Tax Appeals for the Department of Revenue.

SUPERVISORY CONTROLS AND RESPONSIBILITIES:

No supervisory responsibilities. Supervised by Curry County Clerk.

QUALIFICATIONS REQUIREMENTS:

Knowledge of . . .

- Standard office practices and procedures
- Local, state, and federal election/recording laws
- Real estate transactions, forms, and procedures
- Basic accounting principles

Ability to . . .

- Analyze accounting records and prepare clear and concise reports as required
- Work proficiently both independently and in a team environment dealing with the public, county officials/employees, agencies, candidates, and the media in a helpful, courteous, and tactful manner
- Organize record keeping and clerical operations
- Communicate and originate letters and memos in English effectively both verbally and in writing using good form, spelling, and grammar
- Read and interpret various maps and/or legal documents to determine property ownership, location, and description
- Use 10-Key accurately by touch 40-60 keystrokes per minute
- Type accurately 40-60 WPM
- Proof work personally performed and work done by others

Skill in . . .

- Microsoft Word and Excel programs and spreadsheets

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalency.

Two years of progressively responsible clerical experience which includes one year of property transaction experience; plus additional course work in office practices and procedures including accounting; or any satisfactory equivalent of experience and training which demonstrates the ability to perform the above described duties.

Continued compliance training and education required by Oregon Election Law.
Possession of a valid Oregon Driver License with good driving record.

PHYSICAL DEMANDS AND WORK ENVIROMENT:

- The incumbent works in a professional office environment and uses a computer & keyboard, telephone and other office equipment as needed to perform duties.
- The noise level in the work environment is typical of that of an office with frequent contact with customers and will encounter frequent interruptions throughout the workday, while maintaining attention to detail.
- This position is regularly required to sit, talk; frequently required to use repetitive hand motion, stand, walk, reach, bend or lift up to 20 pounds regularly and 50 pounds occasionally. Performs occasional work after hours depending on the office work cycle.

Reasonable accommodation may be made to enable individuals with disabilities to perform these essential functions.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
October 19, 2023		Promotion of an Employee – V. James	
Time Needed:			
2 minutes			
Financial Impact:		Description and Background:	
n/a		This order would promote Victoria James to the position of Deputy Clerk	
Category:		II. This position has more of an emphasis on elections than the Deputy	
<input type="checkbox"/> Action/Discussion		Clerk I. She has been an employee of the County since 8/16/21.	
<input checked="" type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Approve the promotion of Victoria James to the position of Deputy Clerk II			
Attachments:		Instructions Once Approved:	
1. Order		File with the Clerk's Office	
2. Description			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
Julie Swift – Payroll & HR		October 11, 2023	

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

**In the Matter of the Promotion of an
Employee**

)
)

ORDER NO. _____

WHEREAS, it is the recommendation of Shelley Denney, County Clerk, that Victoria James, currently a Deputy Clerk I, Salary Range D, Step 3, at \$3941/month, be promoted to the position of Deputy Clerk II, Salary Range E, Step 3, at \$4174/month.

The job description for the new position is attached hereto and incorporated by reference.

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation.

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated hire be in effect as of October 23, 2023.

DATED this 19th day of October, 2023

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Brad Alcorn, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Deputy Clerk II - Clerk's Office

EXEMPT: No
SALARY LEVEL: E
SUPERVISOR: Curry County Clerk
PREPARED BY: Curry County Clerk

June 2023

GENERAL POSITION SUMMARY:

Provide advanced general or specialized administrative support to the Clerk, Chief Deputy County Clerk or Supervisor of Elections. Performs advanced secretarial, fiscal record keeping, para-professional, and or clerical work involving duties of greater complexity and/or responsibility than the Deputy Clerk I. Duties may include lead worker or office management assignments.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Administers Oregon Revised Statutes by receiving and verifying authenticity of documents presented for recording; indexes and files a wide variety of legal and other documents.
2. Maintains record of fee collections, provides funds to the Treasurer, and prepares monthly financial reports. Maintains records of County Commissioners Orders, Agreements, Contracts, Resolutions and Ordinances signed by the County Commissioners. Oversees and performs microfilming process for all recorded information.
3. Assists the public in ascertaining what documents they may want; searches for recorded documents; answers questions and interprets documents; provides accurate and complete photocopies. Answers questions from the public relating to recording procedures and requirements. Designs and maintains web pages for County Clerk's Recording/Election Divisions.
4. Maintains voter registration data, voter history data, scanning and indexing of voter signatures to archival index. Prepares and issues official ballots to eligible voters, creates other audits, labels and materials required by Oregon Election Laws. Assembles and distributes elections supplies for drop sites, and other specific election needs required by Oregon Election Law. Explains and advises citizens in understanding their rights and responsibilities in exercising their voting franchise.

5. Audits ballot processing and counting functions produced by Election Board Personnel. Proofs Taxing District records – code area splits, ballot text in preparation of ballot distribution.
6. Assists in the drafting of ballot forms and preparation of specification for ballot printing, which includes the proofing of the official ballots prior to printing & distribution.
7. Assists in recruiting, assigning, training, and reviewing work schedules of Election Board Personnel.
8. Upholds legal responsibilities as an Acceptance Agent. Accepts and properly allocates only authorized fees as established by the U.S. Department of State.
9. Meets annual training requirements and stays up to date with correspondence from Passport Services in the form of Agency Newsletters, notices, and any other procedure and policy updates.
10. Maintains confidentiality by not releasing passport application information to anyone other than the applicant and Passport Services, unless expressly authorized. Makes passport records available to the U.S. Department of State Office of the Inspector General for review, monitoring, audit, or investigation.
11. Complies with all instructions of the state registrar per ORS 432.035. Checks upon the compliance of others. Makes an immediate report to the state registrar of any violation of this chapter or of a rule adopted under this chapter coming to their notice by observation, upon complaint of a person or otherwise.
12. Collects fees associated with vital statistics requests using the up-to-date fee collection schedule. Deposits to the bank all collected fees and submits a report.
13. Selects members for the Board of Property Tax Appeals after the Commissioners have appointed eligible persons to the pool. Receives and incorporates documents into the official record of the Board of Property Tax Appeals including appeal petitions, value recalculation worksheets, evidence, stipulations, and Summary of Actions. Distributes orders to Assessors office and Tax office directing them to reduce or sustain land values.
14. Reviews and audits all petitions to determine compliance with ORS and to establish jurisdiction with the Board. Calculates and prepares the “Summary of Actions” of the Board of Property Tax Appeals for the Department of Revenue.

SUPERVISORY CONTROLS AND RESPONSIBILITIES:

No supervisory responsibilities. Supervised by Curry County Clerk.

QUALIFICATIONS REQUIREMENTS:

Knowledge of . . .

- Standard office practices and procedures
- Local, state, and federal election/recording laws
- Real estate transactions, forms, and procedures
- Basic accounting principles

Ability to . . .

- Analyze accounting records and prepare clear and concise reports as required
- Work proficiently both independently and in a team environment dealing with the public, county officials/employees, agencies, candidates and the media in a helpful, courteous, and tactful manner
- Organize record keeping and clerical operations
- Communicate and originate letters and memos in English effectively both verbally and in writing using good form, spelling, and grammar
- Read and interpret various maps and/or legal documents to determine property ownership, location, and description
- Use 10-Key accurately by touch 40-60 keystrokes per minute
- Type accurately 40-60 WPM
- Proof work personally performed and work done by others.
- Maintain Confidentiality

Skill in . . .

- Microsoft Word and Excel programs and spreadsheets

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalency.

Three years of progressively responsible clerical experience which includes one year of property transaction experience; plus additional course work in office practices and procedures including accounting; or any satisfactory equivalent of experience and training which demonstrates the ability to perform the above described duties.

Continued compliance training and education required by Oregon Election Law.
Possession of a valid Oregon Driver License with good driving record.

PHYSICAL DEMANDS AND WORK ENVIROMENT:

- The incumbent works in a professional office environment and uses a computer & keyboard, telephone and other office equipment as needed to perform duties.
- The noise level in the work environment is typical of that of an office with frequent contact with customers and will encounter frequent interruptions throughout the workday, while maintaining attention to detail.
- This position is regularly required to sit, talk; frequently required to use repetitive hand motion, stand, walk, reach, bend or lift up to 20 pounds regularly and 50 pounds occasionally. Performs occasional work after hours depending on the office work cycle.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
October 19, 2023	Adopt a Position Description for a New Position -Electronic Records	
Time Needed:	Specialist	
2 minutes		
Financial Impact:	Description and Background:	
n/a	This order would adopt a description for the position of Electronic Records	
Category:	Specialist in the Clerk's Office. This position is being created to help	
<input type="checkbox"/> Action/Discussion	rebuild the recording indexes lost due to the cyber attack.	
<input checked="" type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
Requested Motion:		
Approve the position description for Electronic Records Specialist		
Attachments:	Instructions Once Approved:	
1. Order	File with the Clerk's Office	
2. Description		
3.		
4.		
5.		
Contact Person – Name and Department:		Date Submitted:
Julie Swift – Payroll & HR		October 9, 2023

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

In the Matter of an Order Adopting a)
Position Description for a New Position) ORDER NO. _____
(Electronic Records Specialist))

WHEREAS, it is the recommendation of Shelley Denney, County Clerk, that the attached position description be adopted for the following position:

Electronic Records Specialist
Position Title

A
Range

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation.

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of October 19, 2023.

DATED this 19th day of October, 2023

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Brad Alcorn, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Electronic Records Specialist

EXEMPT:	No	
SALARY LEVEL:	A	
SUPERVISOR:	Curry County Clerk	
PREPARED BY	Curry County Clerk	October 2023

GENERAL POSITION SUMMARY:

Responsible for tasks associated with the electronic storage of records and documents. The tasks include document imaging operations by prepping, scanning, parsing and/or indexing in the division-wide document management system.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Operates scanning equipment and application software.
2. Prep, sort and scans old records both from hard copy files and electronic files into database. Reviews scanned and imported documents to ensure quality and archivable standards.
3. Accurately index critical pieces of information from the scanned documents to ensure ease of retrieval for research purposes.
4. Maintain a clean work environment.

SUPERVISORY CONTROLS AND RESPONSIBILITIES:

No supervisory responsibilities. Supervised by Curry County Clerk.

QUALIFICATIONS REQUIREMENTS:

Knowledge of...

- Various filing systems including alphabetical, numerical and chronological.
- Business English, spelling, punctuation, and arithmetic
- General office practices and procedures
- Proficient in using various desktop software in a Windows environment.
- Familiarity with land records is a strong advantage.

Ability to...

- Work well with computers and produce desired results.
- Operate and oversee maintenance of standard office equipment including computers, printers, scanner, calculator/adding machine, photocopier, telephone answering machine, telephone system, breakroom equipment and utensils, electric pencil sharpener, radio, etc....
- Must be able to manage time efficiently, prioritize tasks, meet deadlines, and work independently with minimal supervision.
- Organize, file, and retrieve materials and documents; follow verbal and written instructions; work effectively with other employees.
- Must have strong propensity for detail and organization.
- Willingness and ability to receive and follow instruction in procedures.
- High level of accuracy and commitment to producing quality work. Data entry accuracy of at least 45 wpm.

EDUCATION AND/OR EXPERIENCE:

High School graduation or equivalency or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above-described duties.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Work in this class involves the operation of a computer, typewriter, calculator, copy machine and other standard office equipment as well as specialized equipment.

Reasonable accommodation may be made to enable individuals with disabilities to perform these essential functions.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
10/19/23	Economic Development Position Descriptions	
Time Needed:		
Financial Impact:	Description and Background:	
None	<p>Upon the departure of the Economic Development Coordinator, Ms. Plagge, currently an Economic Development Assistant assumed the majority of the duties of the Coordinator. Ms. Plagge has agreed to assume those duties on a permanent basis, however, to reflect that change, changes to her position will be necessary.</p> <p>The proposed Economic Development Administrator position reflects the additional duties assumed, as well as an increase in salary level.</p> <p>The proposed Economic Development Assistant position reflects the change in supervisor.</p>	
Category:		
<input type="checkbox"/> Action/Discussion		
<input checked="" type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
Requested Motion:		
Adopt the position description for Economic Development Administrator, and approve the revisions to the position description for the Economic Development Assistant.		
Attachments:	Instructions Once Approved:	
1. Order	<p>File Order with Clerk;</p> <p>Send approved Position Descriptions to Human Resources</p>	
2. Pos. Desc. - Econ Dev Admin		
3. Pos. Desc. - Econ Dev Assistant		
4.		
5.		
Contact Person – Name and Department:		Date Submitted:
Ted Fitzgerald, Director of County Operations		10/11/23

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

**In the Matter of an Order Adopting a)
Position Description for Two Existing) ORDER NO. _____
Positions)
(Economic Development Department))**

WHEREAS, it is the recommendation of Michael E. Fitzgerald, Director of County Operations, that the attached position descriptions be adopted for the following position:

Economic Development Assistant Position Title	D Range
Economic Development Administrator Position Title	M Range

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above-stated recommendation.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the above stated position, which description is attached hereto and incorporated herein by reference, is adopted.

DATED this 19th day of October, 2023.

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Brad Alcorn, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

CURRY COUNTY JOB DESCRIPTION

JOB TITLE: Economic Development Administrator

EXEMPT: Yes

SALARY LEVEL: M

SUPERVISOR: BOC Administrator

PREPARED BY: BOC Administrator

September 2023

GENERAL POSITION SUMMARY:

This position analyzes and initiates economic development needs of Curry County and serves as the program representative for the Curry County Tourism program. Develops, directs and implements programs, activities and goals of the County's Economic Development Department, including efforts to actively build and maintain state and regional partnerships, engage the community, fulfill the Strategic Destination Management Plan, and assist locals and visitors to create a mutually beneficial relationship through support for local businesses, tourism, destination development and asset infrastructure.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Assesses Curry County's economic and community development needs, develops and administers the County's Economic Development Strategic Plan, manages a business retention and expansion program, helps in developing an employable workforce, strives to increase trade sector jobs, and develops and implements programs to meet the needs identified within the Strategic Plan. Assists County businesses in expanding and improving opportunities. Works with County businesses regarding grants, funding, financing sources, and strategic planning.
2. Manages the fiscal operations of the Economic Development Department; prepares and administers Department budgets based on resource requirements, cost estimates and County objectives and goals. Approves, monitors, and documents expenditures assuring compliance with approved budgets.
3. Oversees the County Business Licensing program. Administers and manages the Transient Lodging Tax and Short Term Rental programs per ordinance, the Transient Lodging Tax program including tax collection, audits, reports, and fund distribution as set forth by County ordinances.
4. Prepares and coordinates grant applications relative to community development and economic needs. Monitors and researches State and Federal grant programs. Initiates MOUs, IGAs, contracts, resolutions, orders, and policies relative to departmental function, program implementation, and economic development.

5. Prepares and maintains information on utilities, taxes, zoning, transportation, community services, legislation, financing tools, and incentives in order to respond to requests for information for economic development purposes, and the coordination with other departments and agencies as needed. Provides professional economic development advice and serves as an advocate for economic development in line with the County Comprehensive Plan, Zoning Ordinances, and goals established by the Strategic Plan.
6. Directs the implementation, destination development, and staffing of the Curry County Tourism program. Coordinates with state and regional partners to develop and plan capital assets and investments. Creates a variety of developmental efforts through marketing, promotions, social media advertising, and print media.
7. Coordinates and executes both domestic and international promotion campaigns from conception to completion, with an understanding of how each initiative aligns with the Strategic Destination Management Plan. This position supports coastal tourism and development through marketing, promotions, collaboration, stewardship, and sustainability of tourism as an economic driver for Curry County.
8. Grows the visitor experience by building partnerships and collaboration among businesses, organizations, agencies, individuals, destination leadership team, and community groups. Develops and executes destination initiatives for Curry County.
9. Measures success by deliverables of strategies and objectives implemented to support the strategic vision and mission of sustainable tourism in Curry County. Designs and executes tactics to increase tourism through investments such as hiking, biking, water, food and art trails, culture, placemaking, history, attractions, and events.

SUPERVISORY CONTROLS AND RESPONSIBILITIES:

Supervises Economic Development staff in a variety of roles to implement all programs under Economic Development.

QUALIFICATION REQUIREMENTS:

Knowledge of . . .

- Economic development programs, opportunities and sources of funding at city, county, state, and federal levels, as well as grant and contract administration
- Principles and practices of governmental fiscal management, including budget preparation, expenditure control, and record keeping
- County, state and federal operations, policy and procedures
- Graphic design software to create promotions and marketing content for social media and other communicative outlets.
- Website development and management, marketing, and analytical tracking
- Microsoft Office Suite.

Ability to . . .

- Execute and maintain successful programs
- Work with complex number equations
- Develop departmental goals and objectives and to conduct and implement economic development planning activities
- Establish, analyze, and evaluate operations and develop and implement corrective action to resolve problems
- Establish and maintain effective working relationships with businesses, employees, Board of Commissioners, other agencies, and the general public
- Execute and maintain successful programs.
- Learn and apply digital tools and programs commonly used in destination development.
- Set and meet deadlines.
- Organize time effectively and manage multiple tasks simultaneously.
- Communicate professionally in both oral and written form.
- Keep attention to both detail and overall goals.
- Ability to build strong partnerships locally and regionally.
- Use initiative and judgment in carrying out tasks and responsibility.
- Maintain and deliver records, reports, and statistical data.
- Adjust to priority changes and use good judgement.
- High degree of discretion in listening and responding to industry stakeholders in the context of a competitive environment often with competing interests.

EDUCATION AND/OR EXPERIENCE:

Bachelor's Degree in business administration, public administration, economics, marketing, public relations or relevant field. Maintain certifications and ongoing education relevant to the growth and expansion of the department.

A minimum of 5 years' experience in managerial/business experience of a progressively responsible nature, including economic and community development, marketing, budget preparation, grant administration and contract administration; or any satisfactory equivalent combination of education and experience; as well as at least 3 years' experience in the public sector or government requiring executive management responsibilities and decision making. Proven project management, program development, and public administrative skill. Experience in economic development, small business, and/or marketing and promotions as well as knowledge of destination development, sustainable tourism, and/or hospitality.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Inside work is performed in an office environment, attendance at meetings outside the organization, or at functions. Travel is required and therefore must have a valid Oregon driver license.

Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Economic Development Assistant

EXEMPT:	No	
SALARY LEVEL:	D	
SUPERVISOR:	Economic Development Administrator	
PREPARED BY:	Economic Development Administrator	June 2023

GENERAL POSITION SUMMARY:

This position serves as the primary contact for the Transient Lodging Tax collection and Business License registration programs. Is also responsible for maintaining economic development webpages and social media sites. Does economic development research as directed.

This position is also responsible for processing and upkeep of clerical tasks as directed for the economic development department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Notifies businesses of the need for a Business License or the need to collect a transient lodging tax; processes applications; receipts revenues.
2. Processes all OLCC liquor applications.
3. Assists in the preparation of marketing, advertising, tourism, promotional, visual and electronic demonstrations that promote the county's economic development goals, objectives, in recruiting, retaining and expanding business development in Curry County.
4. Assists in preparation of economic development reports, technical research studies, prepares statistical reports, presentations and support procurement of data.
5. Creates content and maintains Economic Development social media outlets, website and department webpage.
6. Completes administrative tasks for the department, such as: Update and maintain procedures, purchasing, processing claims, distribution of mail, maintaining of office supplies/equipment, noticing meetings and maintain efficiency of department files and electronic drive.

7. Serves as the secretary and facilitator of the Tourism and Promotions Committee.
8. Assists with grant acquisition, grant management and grant reporting.
9. Performs special projects, and other duties as assigned by the Coordinator.
10. Work on miscellaneous tasks that further the development of workforce housing.

QUALIFICATION REQUIREMENTS

Knowledge of . . .

- The use of Microsoft 365 and associated programs, remote meeting services, webpage and database software
- Performing detailed research and technical studies and communicating the results in an effective manner.
- Strong knowledge of social media marketing

Ability to . . .

- Work well with numbers
- Communicate effectively in oral, written and technological forms
- Estimate and manage time efficiently
- Maintain confidentiality
- Professionally and effectively engage with other employees and the public

Skills in . . .

- Microsoft Office 365
- Web and Social Media applications
- Communications and collaboration efforts

SUPERVISORY CONTROLS AND RESPONSIBILITIES:

Work is performed under general direction of the Economic Development Coordinator. Recurring routine assignments are independently performed on basis of past experience.

Employee receives general instructions regarding scope of and approach to projects or assignments, but problem resolution are left to the employee's discretion and interpretation. Work is directed and reviewed periodically to ensure determinations and decisions are made in accordance with department policy and procedures.

Work is performed within federal, state, county and departmental laws, rules, policies and procedures; software and equipment manuals, specialized dictionaries and reference materials. A considerable amount of judgment and initiative is used to interpret these guidelines.

EDUCATION AND/OR EXPERIENCE:

High School graduation or equivalent; three years of experience in an office work environment; or any satisfactory equivalent combination of education, training and experience.

Desirable Qualifications:

Knowledge or experience related to County operations; experience working with the public; marketing; and community development.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Work is typically performed in an office environment, but some work may be performed elsewhere in the field

Work is generally sedentary and requires hearing voice conversation and keyboarding, and lifting up to thirty-five (35) pounds. A valid Oregon Driver license, or ability to obtain a Oregon Driver License within sixty (60) days of hire is required.

Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
October 19, 2023		Adopt a Position Description for an Existing Position - Corrections	
Time Needed:		Sergeant	
2 minutes			
Financial Impact:		Description and Background:	
n/a		This order would adopt a revised description for the	
Category:		position of Corrections Sergeant.	
<input type="checkbox"/> Action/Discussion			
<input checked="" type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Approve the position description for Corrections Sergeant			
Attachments:		Instructions Once Approved:	
1. Order		File with the Clerk's Office	
2. Description			
3.			
4.			
5.			
Contact Person – Name and Department:			Date Submitted:
Julie Swift – Payroll & HR			October 9, 2023

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

In the Matter of an Order Adopting a)
Position Description for an Existing) ORDER NO. _____
Position (Corrections Sergeant))

WHEREAS, it is the recommendation of John Ward, County Sheriff, that the attached position description be adopted for the following position:

Corrections Sergeant
Position Title

S-17/18
Range

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation.

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of October 19, 2023. This description replaces any previous description approved for this position.

DATED this 19th day of October, 2023

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Brad Alcorn, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Corrections Sergeant

EXEMPT: No

SALARY LEVEL: S-17/18

DOT CODE:

SUPERVISOR: Lieutenant, Corrections Division

PREPARED BY: Payroll/Personnel

October 2023

POSITION SUMMARY:

The Corrections Sergeant serves as the division shift commander, supervising and managing the overall operations of the county jail, work release, including the care, custody, and control of all adults in custody. Provides assistance and supervision to assigned personnel.

This is a supervisory position with some administrative responsibilities requiring the application of personnel management and organizational principles and specialized knowledge in the area of law enforcement methods, systems, and procedures. Requires the performance of complex operations with considerable latitude for independent actions and decisions.

Errors in judgment or irresponsible behavior by the incumbent or other staff members may have a major impact on the safety and civil rights of an offender, civilian population, and fellow officers. Errors in judgment and behavior could result in legal actions against the county and may involve the individual in a personal legal liability. Work is performed under the supervision of the Lieutenant, Corrections Division who provides general instructions and guidelines, but allows the incumbent considerable responsibility to determine the manner of performance.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Examples of Work: (Illustrative only)

An employee in this classification may perform any of the following duties. However, these examples do not include all specific tasks which the employee may be expected to perform.

1. Supervises corrections personnel and makes recommendations on personnel actions such as hiring, termination, discipline, promotions, and merit increases. Recommendations are reviewed by the Lieutenant, Corrections Division and forwarded to the Sheriff for final decision.

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Corrections Sergeant - Page 2

Examples of Work: (cont.)

2. Supervises and manages the work release and work alternative programs. Investigates and screens individuals for the programs.
3. Schedules corrections staff for days off, vacations, compensatory time off, and relief during sickness. Perform annual performance evaluations.
4. May issue oral and/or written reprimands and limited suspensions of employees assigned as necessary.
5. Review written reports prepared by staff for completeness and proper procedures.
6. Supervises training and development for all staff members.
7. Ensures that the meals are prepared properly and that they are of sufficient quantity and quality.
8. Ensures that medical treatment and cleanliness of the facility are in compliance with Oregon Revised Statutes and Oregon Jail Standards.
9. Maintains a current update status on all emergency plans such as riot, fire and escape.
10. Ensures that supplies and equipment are adequate for the administrative needs and care, custody and control of the adults in custody, work release and work alternative centers.
11. Maintains jail standards for inspection at any time from County Commissioners, Grand Jury, Health Department, State Jail Inspectors, Fire Departments, departmental administration, and special interest groups or individuals.
12. Receives and reviews complaints from the adults in custody. Provides special visitation for unusual circumstances.
13. Reviews and monitors release dates of prisoners.
14. Monitors requests from adults in custody for entry into or out of, county work release and custody worker programs.
15. Work with other law enforcement agencies for AIC Transports

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: CORRECTIONS Sergeant - Page 3

SUPERVISORY RESPONSIBILITIES:

An employee in this classification is responsible for first line supervision of corrections personnel. Assigns specific duties, reviews performance, and responds to problems or questions raised by subordinate staff. Reviews reports and other written documents and recommends disciplinary action. May issue and document oral and/or written reprimands and limited suspensions of employees assigned.

QUALIFICATION REQUIREMENTS:

Knowledge of-

All phases of modern corrections operations, and the ability to communicate that knowledge effectively in emergent and/or stressful situations.

Practices and methods employed in law enforcement administration.

Principles of modern corrections and methodology of operating a corrections facility.

Principles of supervision, human relations, organization and administration as applicable.

Vicarious liability of correctional institutions and settings.

Knowledge of personnel rules, union contracts and negotiations.

Ability to-

Instruct and direct the work of others.

Communicate effectively both verbally and in writing.

Develop and maintain effective working relationships with other law enforcement agencies, departmental staff and the general public.

Prepare accurate and complete reports.

Perform mathematical calculations accurately.

Skill in-

Operation of law enforcement equipment: firearms, cameras, recorders, computers, automotive and radio equipment.

CURRY COUNTY JOB DESCRIPTION

JOB TITLE: CORRECTIONS Sergeant - Page 4

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalency; four years' experience in law enforcement, preferable in a correctional setting; or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above-described duties.

SPECIAL QUALIFICATIONS:

Possession of an Intermediate Certificate in Corrections from the Department of Public Safety Standards and Training (DPSST) within 2 years of appointment

Possession of a Supervisory Certificate in Corrections within 2 years of appointment

PHYSICAL DEMANDS:

Reasonable accommodation will be made to enable individuals with disabilities to perform these essential functions.

Curry County Sheriff's Office (CCSO) complies with the Federal Prison Rape Elimination Act (PREA). PREA prohibits CCSO from hiring, or promoting anyone who has engaged in, been convicted of, or been civilly or administratively adjudicated for engaging in sexual abuse in Institution settings. These include a jail, prison, or other correctional facility (including juvenile corrections) AND any institution or facility where people are residing for the purpose of receiving care or treatment (e.g., adjudicated delinquent, neglected, placed in State custody, mentally ill or disabled, chronically ill, or physically disabled, etc.). These include skilled nursing care, intermediate or long-term care, or custodial or residential care (e.g., group home, rehabilitation, assisted living/nursing home, hospice, etc.).

This standard requires CCSO to conduct background checks on all applicants considered for employment or promotion to consider any incidents of substantiated allegations of sexual abuse or sexual harassment in determining whether to hire or promote anyone who may have contact with inmates.

For more information regarding PREA please visit: <http://nicic.gov/PREA>.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
October 19, 2023		Re-hire of an Employee – Planning Director – B. Crockett	
Time Needed:			
2 minutes			
Financial Impact:		Description and Background:	
n/a		Becky Crockett would like to participate in the PERS: Work	
Category:		After Retirement Program. This would continue her employment as	
<input type="checkbox"/> Action/Discussion		A PERS retiree effective November 1, 2023.	
<input checked="" type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Approve the re-hire of Becky Crockett			
Attachments:		Instructions Once Approved:	
1. Order		File with the Clerk's Office	
2.			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
Julie Swift – Payroll & HR		October 9, 2023	

In the Matter of an Order Approving)
The Re-Hire of an Employee) ORDER NO. _____

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CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
October 19, 2023	Adopt a Position Description for a Existing Position - Department	
Time Needed:	Specialist II	
2 minutes		
Financial Impact:	Description and Background:	
n/a	This order would adopt an updated description for the position of	
Category:	Department Specialist II in the Clerk's Office.	
<input type="checkbox"/> Action/Discussion		
<input checked="" type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
Requested Motion:		
Approve the position description for Department Specialist II		
Attachments:	Instructions Once Approved:	
1. Order	File with the Clerk's Office	
2. Description		
3.		
4.		
5.		
Contact Person – Name and Department:		Date Submitted:
Julie Swift – Payroll & HR		October 9, 2023

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

In the Matter of an Order Adopting a)
Position Description for an Existing) ORDER NO. _____
Position (Department Specialist II))

WHEREAS, it is the recommendation of Shelley Denney, County Clerk, that the attached position description be adopted for the following position:

Department Specialist II
Position Title

B
Range

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation.

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of October 19, 2023. This description replaces any previous description approved for this position.

DATED this 19th day of October, 2023

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Brad Alcorn, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: County Clerk Department Specialist II

EXEMPT:	No	
SALARY LEVEL:	B	
SUPERVISOR:	Curry County Clerk	
PREPARED BY	Curry County Clerk	September 2023

GENERAL POSITION SUMMARY:

Acts as support staff to the Clerk's Office under direct supervision of the Clerk. The Department Specialist II performs advanced and complex clerical duties to support staff within the Recording/Election Divisions.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Serves as initial contact for the department and gathers information from the public necessary to initiate records and services. Assists the public in ascertaining what documents they may want; searches for recorded documents; provides accurate and complete photocopies.
2. Researches, prepares, and composes letters, reports, notifications, documents, memos, and other materials of an important or confidential nature.
3. Collects fees using the up-to-date fee collection schedule. Deposits to the bank all collected fees and submits appropriate reports to the Treasurer's Office.
4. Delivers and retrieves mail, communications, reports, and financial items to and from the courthouse and annex buildings.
5. Maintains supply inventory in cooperation with staff.
6. Prepares claims for payment for submission to Account Payable
7. Designs and maintains web pages for County Clerk's Recording/Elections Divisions.

SUPERVISORY CONTROLS AND RESPONSIBILITIES:

No supervisory responsibilities. Supervised by Curry County Clerk.

QUALIFICATIONS REQUIREMENTS:

Knowledge of...

- Various filing systems including alphabetical, numerical and chronological.
- Business English, spelling, punctuation, and arithmetic
- General office practices and procedures
- Various software programs including QuickBooks, MS Word/Outlook, and MS Excel

Ability to...

- Work well with computers and produce desired results.
- Operate and oversee maintenance of standard office equipment including computers, printers, scanner, calculator/adding machine, photocopier, telephone answering machine, telephone system, cash register, safe, microphone system and tape recorder for board meeting, breakroom equipment and utensils, electric pencil sharpener, radio, etc....
- Prioritize work and function during many activities.
- Organize, file, and retrieve materials and documents; follow verbal and written instructions; perform basic mathematical operations; work effectively with other employees.
- Deal with the public courteously and calmly during all types of situations, remembering to put the public first.
- Willingness and ability to receive and follow instruction in procedures.

EDUCATION AND/OR EXPERIENCE:

High School graduation or equivalency or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above-described duties.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Work in this class involves the operation of a computer, typewriter, calculator, copy machine and other standard office equipment as well as specialized equipment.

Reasonable accommodation may be made to enable individuals with disabilities to perform these essential functions.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
10/19/23	Reassignment of Signatory Authority - Deputy Treasurer	
Time Needed:		
N/A		
Financial Impact:	Description and Background:	
None	<p>On April 13, 2023, back-up signatory authority was assigned to Ted Fitzgerald, Director of County Operations in the absence of the County Finance Director.</p> <p>Because the Treasurer's Office now has a Deputy Treasurer, it is appropriate that the Deputy Treasurer is assigned back-up signatory authority.</p>	
Category:		
<input type="checkbox"/> Action/Discussion		
<input checked="" type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
Requested Motion:		
Approve the assignment of signatory authority to Nick Vicino, Deputy Treasurer and rescind Order No. 23243.		
Attachments:	Instructions Once Approved:	
1. Order	File Order with Clerk;	
2.		
3.		
4.		
5.		
Contact Person – Name and Department:		Date Submitted:
David Barnes, County Treasurer		10/18/23

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

**In the Matter of an Order Rescinding)
Order No. 23243 and Re-Assigning Back-) ORDER NO. _____
Up Signatory Authority)
)**

WHEREAS, on April 13, 2023, back-up signatory authority was assigned to Michael E. Fitzgerald, Director of County Operations, pursuant to Order No. 23243; and

WHEREAS, due to the departure of the Finance Director, the Director of County Operations assumed review and approval of accounts payable claims because there was no other individual to fill that role; and

WHEREAS, since the date of Order No. 23243, the County has hired a Deputy Treasurer; and

WHEREAS, in order to retain separation of powers, the County Treasurer has recommended that the Deputy Treasurer be assigned back-up signatory authority.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Nicholas Vicino, Deputy Treasurer, is assigned back-up signatory authority for the Curry County Umpqua Bank Accounts, effective the date of this Order.
2. Order No. 23243 assigning signatory authority for Michael E. Fitzgerald, Director of County Operations, is rescinded, effective the date of this Order.

DATED this 18th day of October, 2023.

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Brad Alcorn, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
October 19, 2023		Rules of Order	
Time Needed:			
Financial Impact:		Description and Background:	
		The attached book on Rules of Order structures clear guidelines for	
Category:		government meetings. Commissioners have discussed adopting these rules	
<input type="checkbox"/>	Action/Discussion	to conduct the Curry County Board of Commissioner meetings to further	
<input checked="" type="checkbox"/>	Consent	create efficiency and increase productivity.	
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
Requested Motion:			
Adopt Rules of Order			
Attachments:		Instructions Once Approved:	
1. Order			
2. Rules of Order			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	

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

**In the Matter of an Order Adopting the)
Rules of Order) ORDER NO. _____
)**

WHEREAS, Curry County Board of Commissioners’ hold an array of meetings; and

WHEREAS, “Democratic Rules of Order” provides information and rules to keep order during meetings; and

WHEREAS, The Board desires to conduct meetings following the “Rules of Order” to maximize efficiency by creating structure establishing a set of rules; and

NOW, THEREFORE, IT IS HEREBY ORDERED THAT Curry County Board of Commissioners adopt the Democratic Rules of Order as a guideline for all Curry County meetings.

DATED this 19th day of October, 2023. **BOARD OF CURRY COUNTY COMMISSIONERS**

John Herzog, Chair

Approved as to Form:

Brad Alcorn, Vice Chair

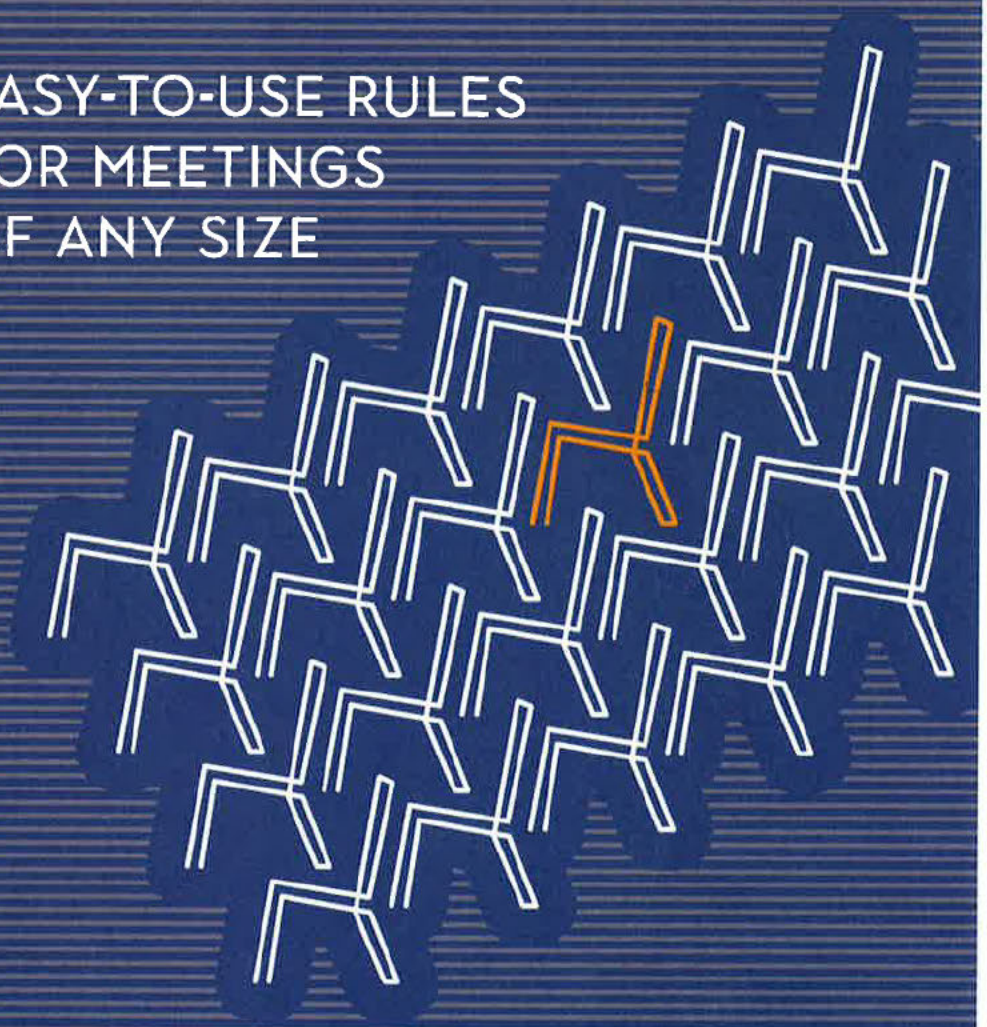
Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

Jay Trost, Commissioner

10th
edition

Democratic Rules of Order

EASY-TO-USE RULES
FOR MEETINGS
OF ANY SIZE



Fred Francis • Peg Francis

Advance Praise
Democratic Rules of Order

Stuck in Dysfunction-ville? Are your meetings inefficient, frustrating and possibly not legal? *Democratic Rules of Order* is a small, brilliant book that can make a world of difference. Buy everyone a copy — it will be one of the best investments you've ever made.

—Bruce Batchelor, author, publisher, innovator,
and no-longer-frustrated meeting attendee

This is *Robert's Rules*, simplified, modernized, clarified and, most importantly, humanized.

—Ric Getter, PCC Media Production/PCC-TV,
Educational Advisory Council Membership chair,
Portland Community College — Sylvania

Many condominiums get tangled up with *Robert's Rules of Order* which is most often far too complex. That is why the Team and VISOA recommend the uncomplicated *Democratic Rules of Order* to all stratas.

—David Grubb, board member and chair, Strata Support Team, Vancouver Island Strata Owners Association (VISOA)

We highly recommend this book to any organization for its clear and simple directions.

—Caroline Holm, clerk, First Church of Christ,
Scientist, Victoria, Canada

Easy-to-follow guidelines allowed us to get a handle on the tasks that needed doing, without regularly digressing into chaos. Kudos to the authors for keeping a rowdy bunch of us on track.

—Pieter Vorster, Courtenay rugby team board member,
and chief editor, TideChange.ca

I bought a copy for each member of the board and we voted to make it the official procedure manual.

It's: 1) easy to understand, 2) easy to learn,
3) user-friendly, 4) logical, and 5) efficient.

—Edward E. Douglas, BA, MA,
past vice-president of a library board of trustees

Truly the guide for the rest of us...with elegant solutions to three challenges: how to run meetings with fairness, efficiency, and good order, how to do so with rules that everybody can understand, and how to foster true democracy in a world that needs it more than ever.

—Jim Rietmulder, author, *When Kids Rule the School*,
and co-founder, The Circle School

A gem of a reference book, it is practical, well-structured and is detailed and informative about meeting terminology.

—Gerry O'Sullivan, facilitator, mediator, and trainer,
and author, *The Mediator's Toolkit*

10th Edition
.....

Democratic Rules of Order

EASY-TO-USE RULES
FOR MEETINGS OF ANY SIZE

Fred Francis • Peg Francis



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Dedicated to democracy

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contribute in fundamental ways to building an ecologically
sustainable and just society, and to do so with the least
possible impact on the environment, in a manner that models
this vision.



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Foreword

Fred and Peg Francis have done an amazing job. Their book is absolutely indispensable for anyone who conducts meetings or participates in democratic discussion at any level—from parliamentary assemblies to condominium annual meetings. What the Francises have succeeded in doing is cutting through the forbidding complexities of running a meeting and reducing them to a simple set of common-sense rules that anyone can follow. When this book is employed, the disappointments that accompany many meetings can be sharply reduced and democratic participation greatly improved.

Over the years, I have chaired or attended hundreds of meetings at the governmental, business, church, and social levels and have often been frustrated by the difficulties of properly presiding over such meetings so that everyone can understand the process, and the

will of the majority can be formulated and prevail. Much of the difficulty arises from the fact that few have the time or inclination to study the old-style rule books, and are therefore easily intimidated—even tyrannized sometimes—by the very few who know them.

The Francises' book is making an important contribution to democracy. It can be readily adopted by any group, council, union, or corporation, and will be of lasting benefit. Speaking personally, I have sat through years of parliamentary debate and appreciate the value—and necessity—of achieving consensus in a democratic proceeding by having rules and following them. Up until now, the rules have been exceedingly complex, often confusing, and unsatisfactory at many levels. From here on in, those groups who adopt *Democratic Rules of Order* will find significant improvement in both the tenor of their meetings and the validity of the results.

Douglas Leiterman was Parliamentary Correspondent for Southam News, an Executive Producer at CBC, and CEO of Motion Picture Bond Company.

Preface

Are you frustrated by meetings that lack efficiency ... fail to move smoothly through an agenda ... lose order and professionalism due to emotional outbursts ... or do not foster constructive decision-making that truly represents the wishes of the membership?

You're not alone. And it doesn't have to be that way!

After years of volunteering their time for community groups—including attending hundreds of professional and nonprofit meetings—Fred and Peg Francis recognized the need for a concise, authoritative resource to assist boards of directors, committees, and other organized groups seeking to fairly represent their memberships by hosting efficient, effective meetings.

Because they could not find such a resource, they created one. It took several years

of refining (and a great deal of input from executives, parliamentarians, and other users) to perfect the rules, to be sure that each point was crystal clear, and that not a single necessary rule was missing. Introduced in 1994 as *Distinctly Democratic Rules of Order* (changed to *Democratic Rules of Order* in later printings), this easy-to-use book has become a respected and valued reference for thousands of organizations, large and small, and for students being taught the democratic process in classrooms around the world.

Used By Diverse Groups

From unions and professional associations to strata councils, churches, and nongovernmental organizations, *Democratic Rules of Order* is a “pocket guide” setting out a step-by-step process that allows all members to participate in the exchange of ideas and group decision-making, including virtual meetings.

The book can be read in less than an hour and is intentionally small, so it is easy to carry to meetings for on-the-spot reference when a question arises.

Easy-to-use Format

To make it easy to follow, the book is divided into two parts. *Part 1: The Rules* describes organizational structures and members' roles, and it includes step-by-step procedures for handling the most critical part of any meeting: the decision-making process. It helps the reader navigate through the democratic processes of:

- introducing ideas
- making motions and amendments
- handling points of order and disturbances
- managing the voting process
- working on and with committees.

Part 2: Further Help provides additional important reference information, including:

- frequently asked questions
- a scripted example of a meeting that uses all the key elements of *Democratic Rules of Order*
- a flowchart that illustrates the rules of order
- a summary of the rules of order for quick reference during a meeting.

Since 1996, this book has been a best seller in Canada. By reaching a wider audience with

this 10th edition, the authors hope to improve the world, one meeting and one decision at a time.



PART 1

The Rules

Introduction	3
Governing Elements	9
Members Making Decisions	13
Keeping Meetings Flowing	31
Committees and Small Meetings	37

Introduction

Fairness and Orderliness

These parliamentary rules of order help people to deliberate and consider ideas together, and then make decisions as wisely, fairly, and easily as possible. These rules are relevant for meetings of any size that are undivided by organized political parties. Ideally, decisions are based on objective consideration of facts, unaffected by emotions, group pressures, or unnecessary protocols. The purpose of this book is to help your organization reach this ideal.

Democratic Principles

This book is not an abridged version of other books. It is a complete set of rules determined by common practice and the natural laws of democracy—“rule by the ruled,” as Webster’s dictionary puts it. These self-evident

principles, when applied to decision-making meetings, include:

- **the right of each individual member** to participate equally and fully in orderly meetings that are free from intimidation, filibustering, and other disturbances and in which all members will follow the same easily understood rules, including the right to be equally and fully informed of all events, whether a member is present or not
- **the right of the majority of members** to make the decisions.

A Democratic Ideal

We should remember that we all belong to the same organization, with a common purpose. We can have widely differing views and still work together for a common good without dividing into opposing sides, each trying to get its own way. The best decisions are made when we listen thoughtfully to the information being presented and then make our own decisions privately.

Another Democratic Ideal

Must we accept a legal decision if it is a bad one? Yes and no. Yes, because, to practice democracy, we must accept the decision and do

what it requires us to do. No, because we are not required to change our opinion. At some later date, the opportunity may occur for a review of the decision or we may even find that the decision was good after all!

Degrees of Formality

In small or close-knit groups, decisions can often be made by consensus or general agreement, provided that the chair or secretary recording each decision is sure that most members agree (see pages 15, **Informal Chair**, and 37, **Less Formality**).

Large groups, too, often make decisions informally. The mover's privilege (see page 19, **Mover's Privilege**) allows cooperative members to work out decisions quickly and easily. A more formal amending process is automatically required if opinions are divided. The degree of formality is usually determined by custom, agreement, or a law as defined in the next paragraph.

Higher Laws

Rules of order are automatically overruled when a law of the land, a constitution, a bylaw, or an existing standing rule applies.

Throughout this book, we refer to any of these as a *law*.

Rules of order apply to the conduct of meetings only. They do not interpret laws or make up for deficiencies in bylaws or standing rules.

Minority Rights

While a democratic majority rule system may appear to be in conflict with minority rights, remember that there are higher laws that protect minority and individual rights. Nearly all nations have laws that protect the natural rights of all individuals, including the UN's Universal Declaration of Human Rights (UDHR). No group may make a decision that would violate universally recognized human rights and fundamental freedoms.

For Maximum Efficiency

Sharing the decision-making process in meetings is like driving a car. There are rules to be learned and skills to be attained. Once this has been done, group decision-making is second nature, like driving. If each member reads this book thoughtfully at least once, and

if the chair does the same at least twice, and if members agree to follow these rules, your meetings should move as easily as the car of an experienced driver who can drive competently without wondering which pedal to press.

The Tenth Edition

The tenth edition, like each previous edition, has been revised to make the book clearer, more useful, and easier to work with. However, the rules of all editions are so similar that organizations can use earlier editions along with the latest edition without conflicts.

Virtual Meetings

These rules, modified if necessary, can be used for telephone or video conference meetings and for computer-connected meetings in which discussions and voting are done electronically.

To Adopt or Modify These Rules of Order

Add to the standing rules or bylaws a statement such as: "This organization's meetings shall be governed by *Democratic Rules of Order*." You could also add: "Members' general meetings shall be conducted by a formal chair,

and the executive board's meetings shall be conducted by an informal chair" (see pages 14 and 15, **Formal Chair and Informal Chair**). Similarly, modifications can be made to these rules to make them conform to an organization's special needs.

An Impersonal Referee

These rules are complete. When adopted, they form the official rules of order for your organization's meetings. This book is your parliamentarian—or referee—when needed.

Governing Elements

Good governance has structure.

Government Control

The governments of some jurisdictions require that the constitution and bylaws of incorporated societies be approved by the members and that reports be submitted annually.

Constitution

A constitution is a short document stating the name and purpose of the organization. Changes to a constitution may require advance notice, a large majority of votes (e.g. two-thirds or three-quarters), a secret ballot, and/or government approval if the organization is incorporated. Indeed, some clauses may be unalterable, so an organization might have to be disbanded and reformed to change them. Many unincorporated organizations today are formed without constitutions and place all governing rules in their bylaws.

Bylaws

The governing rules of the organization, covering topics such as membership, officers, elections, duties, finances, meetings, quorum, discipline, amendments, and the seal. Changes to the bylaws may require advance notice, a large majority of votes (e.g. two-thirds or three-quarters), a secret ballot, and/or government approval.

Standing Rules

Standing rules are a record, usually in list form, of previously made decisions that provide future guidance. Standing rules can be changed by a majority of votes at any regular meeting, provided a quorum (the minimum number of members required to be present, see page 15, **Quorum**) is present.

Unless all members are present and none object, changes to an existing standing rule governing the conduct of members' meetings apply only to future meetings. Some organizations require advance notice before a decision listed in the standing rules can be changed (see page 50, **Q17**).

Rules of Order

A set of rules, established by the standing rules or bylaws, by which the members agree to govern their meetings. This book supplies a complete set of rules that can be used by any organized group. Rules of order are subject always to the laws of the land, the constitution, the bylaws, and existing standing rules, any of which we call a *law* in this book.

Executive Board

A group of members elected for a limited time to conduct the organization's business in accordance with the members' wishes. Their responsibilities and limitations are specified in the bylaws. Their authority lies only with the whole board, and no single member should assume any special authority or responsibility unless such powers have been delegated to that individual by the board. When a person serves in a capacity such as "Director," "Strata Council Member," "Trustee," or "Governor," that person is still obligated to act in complete compliance with the will of the members.

Officers

President, vice president, secretary, treasurer, etc., elected by the members or appointed by the executive board for a limited time. Their responsibilities and limitations are specified in the bylaws. In some organizations, the officers form part or all of the executive board.

Election Procedures

Usually found in the bylaws and stating when elections are to be held, the requirements and terms of office, nominating and voting procedures, balloting, and the number and appointment of vote counters.

Members Making Decisions

It is easier to make good decisions when everyone knows the rules.

Final Authority

Given a quorum, the will of the majority of members present and voting at any meeting held in accordance with the bylaws is the final authority and cannot be thwarted by any individual or by any previous decision, except where a higher law provides an exception (see page 5, **Higher Laws**).

Equal Rights

Unless a law states differently, each member has one vote and an equal voice in all decisions.

The Chair

The president or someone elected by the members or appointed by the executive board to conduct the members' meetings.

Chair's Authority

The chair's duty is to preserve order and fairness in meetings by following the bylaws and rules of order. Members must abide by the rulings of the chair without debate except when a point of order (see page 32, **Point of Order**) is made.

Formal Chair

In large meetings, the chair must be—and must be seen to be—absolutely impartial. The chair must refrain from expressing personal opinions in words or gestures and should not participate in discussion except to guide it in an orderly fashion. If, on rare occasions, the chair has relevant, brief information, the chair may depart from this rule, but the chair must always avoid showing any bias. The chair cannot make a motion.

If the chair needs to participate actively in a discussion, arrangements should be made for another member to fill this position until the motion has been voted on. A member may call the chair to a point of order for wrongful participation, and the chair should comply with good spirit (see page 58, Q31).

Informal Chair

In smaller or less formal meetings, members may have a bylaw, standing rule, or custom permitting the chair to participate in discussions with the same privileges as other members.

Addressing the Chair

Members must wait for permission (a verbal or nonverbal sign) from the chair before speaking. If several members stand at once, the chair selects one and notes who should be next. The others should sit until the speaker has finished; in large assemblies, the chair may require members wishing to speak to line up behind a microphone, or put their names on a list and wait their turn. A list of the order of speakers, preferably visible to all, is often useful, especially for virtual meetings.

Quorum

The minimum number of members required by a law to be present before decisions can be made at meetings. The chair must find out if a quorum is present before the meeting begins and be kept informed of any drop in numbers that might cause the loss of a quorum. The chair should warn the members if this is

likely to occur. If a quorum is not present, the meeting may continue unofficially and should arrange, if possible, to get a quorum or to set the time of the next meeting.

Agenda

The items of business and the order in which they are to be discussed at meetings, generally prepared by the secretary with executive board approval, or, in smaller meetings, by the chair. The agenda should be made known to members beforehand. An agenda distributed in advance is particularly valuable for virtual meetings. The agenda can be changed by the members any time during the meeting except when another motion is on the floor (being considered by the members). The agenda change must be voted on if one or more members object. Agenda headings might include:

- Opening of the meeting and approval of the agenda
- Minutes of the previous meeting
- Correspondence and reports
- Business arising from minutes, correspondence, and reports
- Motions to be presented and new business
- Announcements
- Adjournment and closing

Motions and Decisions

Sometimes decisions are made by consensus in which the chair says “If there are no objections, then [the decision is described],” but otherwise all decisions are made with motions or resolutions (see page 55, Q26) in which a member says “I move [that some action be taken].” Before any motion can be considered, it must be seconded by another member; this prevents time being spent discussing an idea that has little chance of approval.

A new motion cannot be made until the motion on the floor has been withdrawn or voted on, except for those motions that directly affect the motion on the floor. Possible actions that would affect the motion on the floor would include:

- amendment to a motion (see page 20, **Amendments**)
- postponement to a later date (see page 21, **postpone**)
- referral to another entity (see page 21, **referr**)
- imposing a limit to speakers’ time (see page 22, **under Voting**)
- making changes to the voting procedure (see page 22, **under Voting**)
- point of order (see page 32, **Point of Order**)

Unless a law specifically allows, a member must be present to make a motion, thus preserving the valuable mover's privilege. If the members have been notified already of a proposed motion, however, any member present can make the motion when it comes up on the agenda.

If the motion is clear, does not conflict with a law, and has been seconded, the chair or the secretary should read out the motion to make sure it is recorded correctly. Experienced movers sometimes have motions already written to give to the secretary. If possible, the motion should be worded affirmatively.

It is customary to allow the mover to speak to the motion first, and then again at the end of the discussion.

Notice of motion

A notice of motion can be made to members in writing or verbally during a meeting regarding a motion to be presented at a future meeting.

Special meeting

Unless a law states differently, those present at a special meeting can make decisions only

on topics given in the notice calling that meeting.

Opinion poll (straw vote)

A nonbinding opinion poll (straw vote) can be held by the chair any time during a meeting if the members are willing. If a member objects, the chair should ask the members for a decision and conduct the opinion poll or not according to the members' vote (see page 55, Q27).

Mover's Privilege

During discussion, ideas for improving the motion may occur. Provided that not more than one member objects, the mover may reword or withdraw the motion any time before it has been voted on. A seconder for new wording or withdrawal is required. Rewording can be continued until the motion is as perfect as the mover, assisted by the meeting, can make it.

Once the mover has decided on new wording—and it has been seconded—the chair or secretary should read out the reworded motion, which immediately becomes a new motion on the floor, replacing the previous

one. If two members object prior to this reading out of the reworded motion, changes can be made only with motions to amend.

Amendments

If the mover does not—or cannot, because of objections—make a suggested change to the motion, any member may move an amendment to the original motion. An amendment may delete, substitute, or add words that will modify the original motion but must not negate it or change the intent.

The amendment, when accepted by the chair and seconded, immediately becomes a new motion on the floor, temporarily replacing the original motion. The amendment grants mover's privilege to the mover of the amendment. Any rewording must be acceptable to the chair as not changing the topic. The details of the proposed amendment are discussed (not the original motion), and then the amendment is voted on. An amendment cannot be amended, but it can be defeated and replaced with another amendment.

If the amendment passes, the secretary should read the newly amended motion,

which is now a new motion on the floor to be discussed (if desired) and voted on. It cannot be reworded or withdrawn by the mover's privilege now, since it has been partly established by the members, but this new motion can be passed, defeated, or amended again.

If the amendment fails, the previous motion again becomes the motion on the floor. If this previous motion was the original motion (having never been amended), then the original mover regains the mover's privilege. Further amendments are allowed, one at a time.

Postpone, Refer

A member may, any time before the motion has been voted on, move to **postpone** the motion on the floor (including any amendments passed) to an indefinite or a specific future occasion or to **refer** it to a standing committee, or an ad hoc committee specific for this purpose, for further study.

A member believing that consideration of a particular motion would be unwise could move "that we postpone the motion indefinitely." If the motion to **postpone**

indefinitely is seconded and passed, then that particular motion cannot be discussed further at that meeting. It can be brought up at another meeting. A motion cannot be postponed permanently, because one meeting cannot bind a future meeting.

Voting

When all members who wish to speak have done so, the chair should call for a vote. Unless a larger majority is required (see page 25, **Larger Majority Vote**), a decision is made (the motion is passed) when a quorum is present and more than half the votes are affirmative. Spoiled ballots and members not voting are not counted (see page 51, **Q18**).

Calling for a vote

Members who believe discussion is complete sometimes call out “We are ready to vote,” or the chair might ask “Are you ready to vote?” The response is a guide for the chair only and does not force a vote. A member who believes that the chair is calling for the vote too early or is delaying too long can rise on a point of order (see page 32, **Point of Order**) and move

that “we delay the vote for more discussion” or that “we vote now.” Such a motion needs seconding and should be voted on with little or no discussion.

Member's right to speak

Every member has a right to speak once to a motion, but in large meetings, a motion limiting speakers' times could be passed. The chair should not normally accept a motion to “vote now” if members who have not yet spoken are waiting to do so. However, if arguments on both sides of the question have been fairly presented and good order is being jeopardized by discussions becoming repetitive, the chair should accept such a motion.

After the members have decided to vote, either by general consensus or by passing a motion to vote, the chair or the secretary should read out the motion again, and the chair should make sure that all members understand it. Then the chair should call for the vote with “All in favor of the motion, please say ‘yes’ [or raise a hand]” (pause), “All opposed, say ‘no’ [or raise a hand],” or “Please mark your ballots now,” etc. The chair must announce the result. If ballots need to be

counted, the chair announces the results after the ballots are tallied.

How votes are taken

Custom or a standing rule usually determines how votes are taken. Some groups vote by voice, which makes it more difficult to tell which way others are voting; some groups vote by a show of hands, voting cards, standing, secret ballot, or roll call (see page 55, Q25), all of which make it easier to count the votes. If the chair, assisted by the secretary, is uncertain which way the vote went, the chair can ask for a show of hands. If it is still unclear, the chair can ask for a standing vote, saying “Those in favor, please stand” (pause), “Please be seated. Those opposed, please stand” (pause), “Please be seated.”

A member who believes that there has been a **miscount** can ask—or, if necessary, move—“that we repeat the count with a standing [or ballot] vote.” If this motion is seconded and passed, then the vote must be taken again. Motions can be made requiring that a vote be by ballot, that the counted ballots be destroyed, that the number of votes for and against be announced, or that some other action be taken regarding the vote.

Absentee voting

Unless a law specifically allows proxy or absentee voting, a member must be present to vote, either in person or virtually.

Ethics

A member who would benefit personally from a decision may participate in the discussion but should voluntarily refrain from voting.

Tie Vote

A tie vote means the motion has not passed. Members might wish to reconsider it immediately, or at a future time. In some organizations, an already existing law gives the chair an extra vote to break a tie.

Larger Majority Vote

A mover who believes that the action being proposed needs strong support from many members may finish the motion with wording such as: "... and that this motion require a three-quarters [or some other ratio] affirmative vote to pass." A simple majority of members could easily remove this special requirement with an amendment; therefore, if this restriction is not removed through an amendment,

the larger majority vote requirement has been accepted by the meeting and is now needed for the motion to pass. Sometimes a law will already exist requiring a larger majority vote on certain financial matters, bylaw changes, or other matters of import.

Informal Discussion

Occasionally, there is merit in discussing an idea informally before a motion has been formulated. To allow for this, a member may move “that we discuss [some topic] informally for a few minutes.” This motion needs seconding and should be voted on almost immediately. After discussing the topic, if no motion is forthcoming, the meeting should proceed with the next item on the agenda.

Rescind

Unless a law makes an exception, and providing it would not create a breach of contract, a motion to rescind (repeal) a previous decision requires only a majority to pass and can be made at a time when the agenda allows (normally under new business or resulting from a point of order changing the agenda).

Reconsider

A motion to reconsider a previous decision can be made immediately after the decision has been made or at any meeting during new business or when it has been put on the agenda (perhaps by a point of order). It should be voted on immediately with little or no discussion. If the motion to reconsider is passed, then a member moves the previous motion or a replacement motion on the same topic, and it is again discussed and voted on. The mover's privilege (see page 19, **Mover's Privilege**) applies. The new decision replaces the previous one. A motion can be reconsidered as often as the members are willing (see page 70). Once the decision to reconsider has been made, no new business can be done until the reconsideration has been dealt with.

Minutes

Minutes are records of meetings, kept by the secretary. They should include at least all major events and motions (see page 46, **Q7**). The secretary should maintain a filing system for minutes, reports, correspondence, etc.

After the minutes of the previous meeting have been circulated or read to all members,

the chair should ask if there are any corrections. After any corrections have been made, the chair should ask “All in favor of adopting the minutes as circulated [or read, or corrected], please say ‘yes’ [or raise a hand]” (pause), “All opposed, please say ‘no’ [or raise a hand]” and then announce the decision. Once adopted, and signed by the chair and secretary, the minutes are an official record generally acceptable in a court of law.

Reports

Executive boards, committees, and individuals often report recommendations or give other information to the members at meetings.

After a report containing information has been read to the meeting, no motion is necessary. However, in some groups it is customary to finish with “I move that this report be **received** as read,” which means that the members have heard and understood the report.

If the report contains a recommendation, the person presenting the report might move that “this report be **adopted** as read.” This motion means that the members have agreed with and adopted the report and its recommendations. Of course, a member could

propose an amendment changing “adopted” to “received,” so that the members would not be bound by the report’s recommendations. Treasurers’ reports are usually received, rather than adopted, as the members are not in a position to guarantee the report’s accuracy.

Ratifying a Previous Decision

If a decision was made, perhaps due to an emergency, that exceeded the authority of the member, committee, or meeting at the time it was made, this decision can be either ratified or not by the members who do have the authority at a later meeting (see page 57, Q29). This is done by a member making a motion to ratify the decision. Normally, the motion to ratify is quickly passed. However, if the motion to ratify is not passed, this is a **non-confidence** vote. Unless a higher law (e.g. a bylaw) has provided for this in a different way, the member or group that made the decision in question must resign and an election be called to have them replaced.

Adjournment

If a bylaw or standing rule requires adjournment by a specified time, the chair should

warn the members as that time draws near, so that they can either finish quickly or extend the meeting with a motion, if it is allowed. If the meeting has not been extended, the chair should declare the meeting adjourned at the specified time. Otherwise, the chair could say, "Since the business is finished, if there are no objections" (pause), "the meeting is adjourned." Or the chair could say, "Since the business is finished, let's adjourn; all in favor, please say 'yes' " (pause), "All opposed, please say 'no.' " If the motion passes, the chair then says "The meeting is adjourned."

Keeping Meetings Flowing

A productive meeting needs good order.

Staying on the Subject

Members must discuss only one topic or motion at a time. If necessary, the chair should interrupt a speaker to insist that this rule be obeyed. If ideas are brought up that may be valuable but are off topic, a “Parking Lot” concept can be used. The chair or secretary records the ideas to be brought up later for discussion at an appropriate time, perhaps as a new business agenda item for a future meeting.

More Thought, Less Talk

A member must not take more than a fair share of floor time nor speak more than once on a motion until all others who wish to do so have had a turn. Exceptions may occur, however, with new information or a series of questions and answers involving useful facts.

If necessary, members could pass a motion or have a standing rule, starting next meeting (see page 10, **Standing Rules**), limiting each speaker's time and appointing a timekeeper to enforce it.

Mutual Respect

Members must respect the rights of other members to have their own quiet judgment on issues. Decisions should be based on consideration of facts rather than on the skill of the speakers or one person's opinion of how others should vote. Members should speak to contribute light only, not heat!

Members must not use any form of personal criticism or ridicule to sway opinions. A member may criticize an idea, but never a fellow member. A member must never interject or interfere with another member's right to an uninterrupted floor when speaking, except as allowed under a point of order. The chair should insist that this rule be followed.

Point of Order

A member who believes that a law or the meeting's good order is being breached may rise at any time and say, "Mister/Madam

Chair, point of order.” The chair should immediately acknowledge this member, who should then briefly explain why he or she believes a law or good order is being breached. The chair then rules on the point, either correcting the situation or explaining why it is in order.

If the chair declares that the situation is in order, the member may exercise **one last option** by rising and saying “Mister/Madam Chair, I request a vote on this point of order.” First the member, and then the chair, briefly explain their reasons. Then with little or no further discussion, the chair calls for a vote, saying “All who believe that [this action] conforms to our rules [or good order], please say ‘yes’ [or raise a hand]” (pause), “Those who disagree, please say ‘no’ [or raise a hand].” The chair and the member raising the point of order must abide by this vote.

Disturbances

Filibustering (intentionally delaying progress by prolonged speaking) or any other action that interferes with good order is not allowed. If a member is speaking too long, the chair should give a polite reminder. If the member

continues, the chair can interrupt and request a decision from the meeting with “I request a decision from the meeting. All wishing this member to stop speaking now, please say ‘yes’ [or raise a hand]” (pause), “All opposed, please say ‘no’ [or raise a hand].” If the decision was for the member to stop speaking, the chair says, “Sir/Madam, the members wish you to stop speaking now. Please do so.” Or if the decision was opposed, “Sir/Madam, the members are willing for you to continue. Please do so.”

If a member or group of members does not stop speaking when asked by the chair or a motion has been passed by the members, then the chair can interrupt the speaker and ask for a motion requiring the speaker(s) to leave the meeting or, if necessary, for a motion to adjourn the meeting to reconvene at a later time. Only the members can make such a decision. Physical force should not be used against a member, although the speaker’s microphone could be turned off on request of the chair (see page 43, Q2, and page 44, Q3).

Differing Opinions

If there is a difference over the meaning of a bylaw or a procedure, etc., the chair may assist

in solving the dispute. For example, the chair could pose a question designed to resolve the dispute and ask for a show of hands on it. The final decision rests with the members (see **example, page 74**).

A New Chair

Serving as chair need not be a dreaded job; the rules in this book are straightforward, and your fellow members can assist you, if needed. You can let it be known that you appreciate help. Ask members to call out if they can't hear you and to remind you if you forget something. You could suggest "If you see ways I can chair the meetings more efficiently, please ask the secretary to give me a copy of the rules of order in which you have highlighted the points I most need to review."

As well as studying the bylaws, standing rules, and rules of order beforehand, it is helpful to study the agenda and perhaps to annotate it with reminders and notes so you won't forget them during the meeting. By the way, starting meetings on time is a valuable habit.

Committees and Small Meetings

Meetings can be both informal and orderly.

Committees

A committee is a group of one or more persons appointed by the executive board or the members to perform a continuing or short-term function. A **standing committee** is permanent until disbanded, although its membership may be changed periodically.

An **ad hoc committee** is appointed to do a specific task and is temporary. The chair of a committee is appointed by the members or the executive board, or is elected from within the committee. Unless otherwise stated, the quorum of a committee or meeting is a majority of its members. Written guidelines are often used to provide order and continuity.

Less Formality

In committees and small meetings, the chair participates informally as a leader

(see page 15, **Informal Chair**)—subject always to the law and the will of the meeting, which in turn is responsible to the appointing body. The following is a list of examples of meeting types, in order of increasing degrees of formality:

- work parties making decisions by consensus led by the chair
- small meetings making minor decisions by consensus that are announced by the chair and recorded in minutes
- meetings of executive boards with an agenda and motions that are seconded, voted on, announced by the chair, and recorded in minutes by a secretary.

Special Committees

Most committees are democratic, but sometimes a nondemocratic committee is formed in which one person has full responsibility, although others may help.

Chairing a Committee Meeting

Ideally, a committee brings to bear upon a subject the combined experience and wisdom of several people. But sometimes well-meaning

people talk too much or too forcefully, quite unaware of how much time this wastes and how unfair it is to others. Meetings must be protected from such imbalance. The chair should not allow any member to be overly dominant.

The chair should assist members in sticking to the business at hand. (Socializing can be done before or after the meeting.) Light good humor is great, but should be brief. Replies to divergent opinions should be controlled and not allowed to degenerate into arguments. Facts should be allowed to speak for themselves. A little silence during a meeting—as members ponder a situation—is often the sign of an effective group.

When an idea needs to be written down or a letter produced, most committees find that these are better written and corrected by one or two people and then presented to the whole committee for final review.

In all meetings—of any size—the ideal is for members to seek the best solutions *together, as a unit*, rather than having sides debate to have their own viewpoints adopted. (True for legislative assemblies too, if only they applied it!)

Nondemocratic Meetings

Some meetings (such as a sales meeting in which a manager is instructing personnel) are not intended to be democratic, yet orderliness and respect for every individual and the employment of the basic principles of democratic rules will improve the efficiency of any meeting. Including a little democratic decision-making, when possible, usually brightens a meeting, making it more interesting for all participants.



PART 2

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Frequently Asked Questions

Involving the Chair

Q1. *What qualities does the chair most need?*

A1. Self-control, good humor, and a thorough knowledge of the constitution, the bylaws, the standing rules, and the rules of order of the organization.

Q2. *What can a chair do to ensure a fair and harmonious discussion of a contentious item?*

A2. If necessary, the chair can remind members:

- that the rules by which they have agreed to be governed allow them to discuss and make joint decisions in an orderly fashion, even when opinions are strongly divided
- that a member's right to an uninterrupted floor includes freedom from

any kind of audience response while that member is speaking

- that a member who has spoken once may not reply to other speakers' statements—no matter how outrageous—until all others who wish to speak have done so
- that a member must be acknowledged by the chair before speaking
- that we need not change our opinions, but we must accept the voting majority as the authorized decision-maker.

It may be helpful to have copies of this book on hand; members could be allowed to borrow one, and return it at the end of the meeting, so that appropriate sections can be referred to. If necessary, the chair should respectfully insist that these rules, especially those on **pages 31 to 35 (Keeping Meetings Flowing)**, be followed.

Q3. How should the chair deal with confrontational, angry members?

A3. The most effective way is to not react even a little, to be calm, objective, proactive, and aware that remaining polite

and dispassionate will help keep the situation controlled. Compassion for people less able to control their emotions sometimes helps a chair from dropping to the same level. It gets easier with experience (see page 33, **Disturbances**).

Q4. *Can the chair vote?*

A4. Yes, unless a law states differently.

However, a formal chair (see page 14, **Formal Chair**) should do so as inconspicuously as possible to avoid showing bias.

Q5. *If both the chair and the vice-chair are absent, what happens?*

A5. Any member, perhaps the secretary, can call the meeting to order, call for nominations, and conduct an election of a temporary chair for that meeting (see page 13, **The Chair**).

Q6. *Should the chair guide the discussion?*

A6. An occasional verbal summary can be helpful, but a formal chair (see page 14, **Formal Chair**) must be careful to maintain impartiality.

A chair who keeps the discussion on track, prevents overzealous members

from dominating, helps members speak clearly one at a time, and keeps the meeting from dragging on with repetitions, is doing much to make the meeting worthwhile. With direction from the chair, minor decisions can be made by consensus. For example, the chair might say, "Unless there is an objection, we will continue this meeting without the noisy microphone."

Involving the Secretary

Q7. *How detailed should minutes be?*

A7. As detailed as the secretary and/or the members wish. Minutes should contain all motions exactly as passed and a very brief description of all major actions. Minutes often look like expanded agendas. Minutes of formal meetings will generally be fuller than those of informal meetings. Minutes of informal meetings might be simply a dated list of events and decisions.

Q8. *Must the minutes include the names of the mover and seconder?*

A8. No, but in more formal meetings, the secretary may wish to include them,

or the members could pass a motion requiring that this be done.

Q9. *Must the minutes of the previous meeting be read at the beginning of the meeting?*

A9. Not necessarily; if the minutes have already been circulated (either before the meeting or at the beginning of the meeting), members may not wish to have them read aloud. The members determine the agenda (see page 16, **Agenda**).

Q10. *When minutes of the previous meeting have been corrected, must the secretary rewrite them?*

A10. Normally, corrections are made in the text or margin of the secretary's copy of the minutes and initialed by the chair and the secretary. However, if the secretary wishes, or if the members pass such a motion, then the minutes should be rewritten and the new copy be signed by the chair and the secretary. For virtual meetings, the minutes may be signed and transmitted electronically with the date of changes noted.

Q11. *If the minutes of a previous meeting have been adopted and are later found to contain an error, what should be done?*

A11. Once a meeting's minutes have been adopted and signed, that signed copy cannot be changed. Corrections should be noted and approved by the members in the later meeting and included in that meeting's minutes. Then a note of the later correction should be made on, or attached to, the original minutes, dated, and signed by the chair and secretary. For virtual meetings, any corrections to minutes can be made electronically with the changes dated.

Q12. *Can a secretary make a motion?*

A12. Any member except a formal chair (see page 14, **Formal Chair**) can make a motion. However, in large meetings, it is usual for motions to be made from the floor.

Motions and Other Topics

Q13. *Can a motion be put on the agenda without naming a mover?*

A13. Yes. When its turn comes on the agenda, any member can move it. If the

motion is not moved, the meeting proceeds on to the next item on the agenda (see page 16, Agenda).

Q14. *What are the advantages of the mover's privilege (see page 19, Mover's Privilege)?*

A14. When members are cooperative, the mover's privilege enables them to improve a motion in an easy, natural way. Efficiency increases with experience. Since objection from any two members requires a more formal amending process, this privilege cannot be abused.

Q15. *Can a member speak and vote against his or her own motion?*

A15. Yes. The only restrictions on members' participation are those on pages 31 to 35 (Keeping Meetings Flowing). However, it may be wiser to modify the motion with the mover's privilege or an amendment (see pages 17, under Motions and Decisions, and 19, Mover's Privilege).

Q16. *Can a member who will be absent submit a written amendment to a motion that is on the agenda?*

A16. No, unless a higher law allows (see page 5, Higher Laws). However, the member

could submit a motion for the agenda that addresses the issue. It would need to be moved and seconded at the meeting to proceed (see page 17, **Motions and Decisions**). In a virtual meeting, the moving and seconding could be done electronically. The absent member would be made aware of the decision through the minutes.

Q17. *Can the members add or change a standing rule during the meeting to give the chair a tie-breaking vote?*

A17. No. They can change the standing rule, but it will not take effect until the next meeting because the meeting is governed by the existing standing rules. This rule protects the right of members not present at a particular meeting from having a major rule changed during that meeting—when they are not there to participate in the decision. However, if *all* members are present and none object, a standing rule could be changed immediately (see page 10, **Standing Rules**, and page 25, **Tie Vote**).

Q18. *Our quorum is 40. Forty members were present. On a vote, there were eight affirmative votes, seven negative votes, and one spoiled ballot that did not contain a "yes" or a "no." Twenty-four members did not vote. Did the motion pass?*

A18. Yes. Two conditions are necessary for a motion to pass:

- (1) The total number of members present must be at least a quorum.
- (2) A majority of the legitimate votes cast must be affirmative.

In this case, both conditions were met. A quorum of members was present. The spoiled ballot did not count. Eight votes were a majority of the 15 legitimate votes cast (see page 22, **Voting**).

Q19. *What if a member feels an intermission would be helpful?*

A19. The member can raise a point of order (see page 32, **Point of Order**) and move that members take a break and reassemble at a stated time.

Q20. *Can an agenda be changed during a meeting to include a particular topic considered earlier?*

A20. Yes. At a convenient time, a member can raise a point of order (assuming the proposed change will improve the good order of the meeting) and move the change in the agenda (see page 16, **Agenda**).

Q21. *When can a motion that has been postponed indefinitely be brought up again?*

A21. At a future meeting, at a time when the agenda allows (normally under new business or resulting from a point of order changing the agenda).

Q22. *Our bylaws require a notice of motion in order to spend over \$1,000 at any meeting. A notice of motion to install an electronic security system for \$5,000 was properly sent to each member. During the meeting this motion was changed; the decision was made to purchase better locks instead, for \$4,000. Is this acceptable?*

A22. Yes. The amount is within the financial limit established by the notice of motion, and the motion is on the same topic of security. If there were a difference of opinion on this, the chair could ask "If you agree with my decision to

accept this motion as being in accord with the notice of motion, please raise your hand” (pause), “If opposed, please raise your hand,” thereby emphasizing that the members are the final authority (see page 34, **Differing Opinions**).

However, changing the motion (by means of the mover’s privilege or an amendment) to purchasing a system for \$5,200 would *not* be acceptable, as the amount is over the limit established by the notice of motion. Similarly, changing the motion to purchasing a sound system for \$5,000 would not be acceptable, as the topic is different.

Q23. *How can we have a relaxed, interactive “think tank” session, with maximum freedom to explore new, problem-solving ideas in an orderly way?*

A23. Use the informal discussion rule (see page 26, **Informal Discussion**) to free the meeting from formality. Then appoint the chair or a member to act as a neutral facilitator to be sure that every idea presented is received with complete absence of pre-judgment on its merit

so that no one is reluctant to mention a “far-out” idea. You could also appoint the secretary or a member as a recorder to list the ideas on a board or chart so that none are lost.

Large meetings sometimes break into smaller groups, each with its own facilitator and recorder. When the session is finished, the groups come together and hear reports from the facilitators. Ideas originating from these sessions may lead to motions.

Q24. *Can you give an example of an acceptable and an unacceptable amendment?*

A24. Consider this motion: “I move that we go to Sam’s restaurant next time.”

Amendment #1: “I move that we amend this motion by replacing the word ‘Sam’s’ with ‘The Golden Pagoda.’” This is acceptable, because it does not negate the motion or change the topic.

Amendment #2: “I move that we amend this motion by adding the word ‘not’ in front of the word ‘go.’” This is not acceptable, because it negates the original motion (see page 20, **Amendments**).

The same result could be achieved more simply by defeating the original motion.

Q25. *What is a vote by roll call?*

A25. The secretary calls the name of each member, who then votes audibly. Each member's vote is recorded on a list.

Q26. *What is a resolution?*

A26. A resolution is a formal expression of the meeting's opinion on some topic, or a resolve to take some action worded in a special way. It usually consists of a preamble containing one or more premises followed by a conclusion. For example: "I move that we adopt the following resolution: *Whereas* [followed by one or more premises], *therefore, be it resolved that* [followed by a resolve]." Of course, the members can change any part with the mover's privilege or amendments before voting on the whole motion.

Q27. *What is an example of an opinion poll (straw vote)?*

A27. While considering the purchase of a new computer, a member wanted to know how many members would make use of it and asked the chair to find out. The

chair said “If there are no objections, we will have a show of hands on this question (pause). How many would use this computer if we buy it?” Then the chair announced the result. If a member had objected to this poll, the chair would have asked “All willing for this meeting to conduct this poll, please say ‘yes’”(pause); “All opposed, please say ‘no.’” The chair would then have conducted the poll or not as the meeting decided (see page 17, under **Motions and Decisions**).

Q28. *Can you give an example of how a higher law would modify a rule of order?*

A28. The rule on equal rights (see page 13, **Equal Rights**) gives each member one vote. However, in some jurisdictions, laws governing meetings of condominium owners give each member one vote for each condominium unit owned by that member. A member owning five units in the condominium complex has five votes. Similarly in a corporation’s shareholders’ meeting, votes are usually proportional to the number of voting shares owned.

Another example would be the rule on a tie vote (see page 25, Tie Vote). In some jurisdictions, for example in some condominium owners' bylaws, laws governing meetings give the chair of the meeting a tie-breaking vote in addition to the chair's original vote.

Q29. *Our board spent \$7,000 on repairs to an elevator, claiming it was an emergency; but their spending limit was \$2,000. Were they in order?*

A29. Yes. However, at the next regular or special meeting, the members must ratify this expenditure (see page 29, **Ratifying a Previous Decision**). Usually this motion is passed. If the motion to ratify the expenditure is not passed, then the members have lost confidence in that board, and an election must be called to have them replaced (see also on page 29).

Q30. *Will these rules work in conventions, conferences, and legislative assemblies?*

A30. Yes, they will work well in conjunction with the specific procedures and rules dealing with agendas, delegates, speaking orders and limits, voting methods,

and the many details involved in the smooth operation of such events.

It is easy to modify these rules of order with a standing rule or bylaw to make them conform to special needs.

Q31. *Can a formal president present a motion to the meeting?*

A31. A chair can arrange for another member to present the motion if he or she is willing to stay uninvolved. Otherwise, the chair can ask the vice president, secretary, or another member to chair the meeting throughout this discussion and voting while she participates from the floor as a regular member (see page 14, **Formal Chair**).

Q32. *What can members do if they notice a bias in a chair or committee?*

A32. A member can raise a point of order and insist that the chair (or committee) allow fair discussion of both sides of an issue (see page 23, **Member's right to speak**). If there is formal chair, members must insist that the chair be impartial (see page 14, **Formal Chair**).

Sample Meeting

The following is an example of a meeting governed by the rules laid out in this book. This script of an imaginary meeting contains examples of how the rules work in awkward situations. Before reading it, we suggest you first read the *Rules* in Part 1 and the *Frequently Asked Questions* thoroughly to see that the rules are mostly common sense. Then this sample meeting will be more useful.

C = Chair

M = Member

Page references

C: Welcome! Let's open our meeting.

Are there any changes to the agenda?

M1?

p16

M1: *I move that consideration of a fish pond
be deleted from the agenda.*

M2: *I second the motion.*

C: It has been moved and seconded that consideration of a fish pond be deleted from the agenda.

[Discussion]

C: Are you ready to vote now? p22

[Members call out "Let's vote now"]

C: Since we are ready to vote, will the secretary please read the motion.

[Secretary reads the motion] p22

C: All in favor of deleting the fish pond from the agenda, please raise a hand. ...
All opposed, please raise a hand. ...

Thank you. The vote is tied. p25

There are 40 affirmative votes and 40 negative votes, so the motion did not pass, and the agenda remains unchanged. The minutes of our last meeting have been circulated. Are there any changes or omissions? Yes, M3?

M3: *The meeting started at 7:30, not 8:00 p.m.*

C: Thank you M3. If there are no objections (pause), will the secretary please make that correction p17

now. Are there further corrections? ...
All in favor of adopting the minutes as
corrected, please raise a hand. ... All
opposed, please raise a hand. ... Thank
you. The minutes have been adopted as
corrected, and the secretary and I will
sign them now. p27

C: The next item on the agenda is a report
from the executive board, to be read by
M4.

[M4 reads the report]

M4: *I move that this report be adopted
as read.* p28

M5: *I second the motion.*

C: It has been moved and seconded that
the report be adopted as read. M6?

M6: *I don't think we should be bound by this
report's recommendation that we change
our management company.*

*I suggest that M4 replace the word
"adopted" with the word "received."*

C: M4, are you willing to make that
change? p20

M4: *No. I do not wish to make that change.*

C: Yes, M6?

M6: *I move that we amend this motion by replacing the word “adopted” with the word “received.”* p19

M7: *I second the motion.*

C: It has been moved and seconded that we amend this motion by replacing the word “adopted” with the word “received” to prevent the members from being bound by the report’s recommendations.

[Discussion]

[Members call out “Let’s vote now”]

C: If there are no objections, we will vote now. All in favor of the amendment changing the word “adopted” to the word “received,” please raise a hand. ... All opposed, please raise a hand. ... Thank you. The amendment did not pass, and now we must consider the original, unchanged, motion. Is there any further discussion? Since there is none, let’s vote. All in favor of adopting the report as read, please raise a hand. ... All opposed, please raise a hand. ...

Thank you. The motion to adopt has been passed.

M8: *Ms. Chair. Point of order.* p32

C: Yes, M8?

M8: *That vote was so close. I request we vote again by ballot.*

C: I am satisfied the vote was correct. M8?

M8: *Well, I am not satisfied, and I move that we vote again by ballot!* p24

M9: *I second the motion.*

C: All in favor of voting again by ballot, please stand and remain standing until I say "thank you." Will the secretary please help me count? ... Thank you. All opposed, please stand. Secretary, please help count again. ... Thank you. The motion to vote again by ballot has been lost, 37 affirmative and 43 negative. So the original motion to adopt M4's report with its recommendations remains passed. The next item on the agenda is the fish pond. M10?

M10: *I move that we informally discuss the idea of a new fish pond for a few minutes now.* p26

M11: *I second the motion.*

C: All in favor of informally discussing the fish pond now please raise a hand.
... All opposed please raise a hand....
Thank you. The motion has been passed, so we will now discuss this topic together informally.

[Informal discussion]

M12: *Since we are not ready to make a motion on this topic yet, I move that we continue with the agenda now.*

M13: *I second the motion.*

C: All in favor of continuing with the agenda now, please raise a hand. ... All opposed, please raise a hand. ... Thank you. The motion has been passed. The next item arising from the minutes is the notice of motion made at our last meeting about painting our building. M14? p18

M14: *Because I believe this motion should have strong support from a large majority of members, it contains a special requirement. I move that we have all the exterior wood of our building*

*painted at a cost not to exceed \$20,000
and that this motion require a 75 percent
affirmative vote to pass.* p25

M15: *I second the motion.*

C: Since members have been notified, this motion complies with our bylaws and is in order. Would the secretary please read it.

[Secretary reads the motion]

C: M14, do you wish to speak to your motion?

[M14 speaks to the motion]

[Discussion]

M14: *After hearing the discussion, I wish to reword my motion to read: that we have the exterior window frames of our building painted at a cost not to exceed \$10,000, and that this motion require a 75% affirmative vote to pass.*

M16: *I second the motion.*

M17: *I object to this change in the motion.*

M18: *I also object to this change in the motion.*

p19

C: Since there have been two objections, this motion cannot be changed with the mover's privilege, and the original motion is still the motion on the floor.
M14?

M14: *I move that we amend the motion by replacing the words "all the wood on the exterior of our building" with "the exterior window frames" and the price of "\$20,000" with "\$10,000."*

M19: *I second the amendment.* p20

C: The amendment is in order. Would the secretary please read the amendment to be sure we have it written correctly?

[Secretary reads the amendment]

C: The mover of the amendment may speak first.

[Discussion]

[Members call out "Let's vote now"]

C: Hearing no objection, let's vote now. Will the secretary please read the amendment?

[Secretary reads the amendment]

C: All in favor of the amendment, please raise a hand. ... All opposed, please raise a hand. ... Thank you. A majority are in favor, and the amendment has been passed. The newly amended motion is now the motion on the floor. Would the secretary please read this new motion?

[Secretary reads the motion]

[Discussion]

C: Is there any further discussion? Will the secretary please read the new motion again before we vote on it?

[Secretary reads the motion]

C: Does everyone understand what we are voting on? ... To make counting easy, we will have a standing vote. All in favor of the motion, please stand. ... All opposed, please stand. ...

Thank you. p24

There were 48 affirmative votes and 32 negative votes, which means 60 percent are affirmative. The motion required 75% to pass. It has been lost. M20?

M20: *I move that we reconsider this motion.*

p27

M21: *I second the motion.*

C: All in favor of reconsidering the motion, please raise a hand. ... All opposed, please raise a hand. ... A majority is in favor, and the motion to reconsider has been passed. M22?

M22: *With a slight modification, I think this idea might gain approval. I move that we have the exterior window frames and doors of the building painted at a cost not to exceed \$15,000 and that this motion require a 75% affirmative vote to pass.*

M23: *I second the motion.*

C: Would the secretary please read the motion.

[Secretary reads the motion]

[Discussion]

C: M24?

M24: *Ms. Chair, I move we vote now.*

M25: *I second the motion.*

C: As soon as M26, who was waiting to speak, has had his turn, I will accept your motion. p23

M26: *Thank you. [M26 speaks.]*

C: It has been moved and seconded that we vote now.

M28: *Ms. Chair, point of order. Several more of us would like to speak to this motion.*

C: Both sides of the question have been fairly presented during the past 20 minutes. Over 80 members are present. We will let the members decide. p26
All in favor of voting now, please raise a hand. ... All opposed, please raise a hand. ... Thank you. The motion is carried and we will vote now. Secretary, please read the motion once again.

[Secretary reads the motion]

C: Thank you. We will have a standing vote. All in favor, please stand. ... Thank you. All opposed, please stand. ... Thank you. There were 60 affirmative votes and 20 negative votes. The number of affirmative votes was 75% of the total votes, so the motion has

been passed. The executive board can now have this work done. Next on our agenda is new business. M29?

M29: *I move that we reconsider this last motion.* p27

M30: *I second the motion.*

C: All in favor of reconsidering this last motion, please raise a hand. ... All opposed, please raise a hand. ... The motion to reconsider has been lost.

M30: *I move that we reconsider this last motion.*

M29: *I second the motion.*

C: This motion is out of order as we have already made a decision on it.
M30?

M30: *Ms. Chair. It is not out of order, as our rules of order state on page 27 that "A motion can be reconsidered as often as the members are willing."*

C: The members have just decided that they are not willing to reconsider this motion, so we will now proceed with new business. M31?

M31: *My condominium is next to the games room, and players are frequently noisy. I move that this room be closed daily at 9:00 p.m.*

C: Is there a seconder for the motion?

The motion fails for lack of a seconder. M32?

p17

M32: *I move that we post a sign in the games room asking players to be quiet after 9:00 p.m.*

M33: *I second the motion.*

C: It has been moved and seconded that we post a sign in the games room requesting players to be quiet after 9:00 p.m. Is there any discussion?

M34: *The motion should put a limit on the cost of this sign.*

C: M32?

M32: *Good idea. I would like to change my motion to read that the maintenance committee be asked to spend up to \$45 for a sign in the games room requesting players to be quiet after 9:00 p.m.*

M33: *I second the new motion.*

M35: *I object to this change in M32's original motion.*

C: Since there is only one objection, this change is acceptable. Will the secretary please read the new motion. p19

[Secretary reads the motion]

C: M36?

M36: *Because there are other factors to be considered, I move that we refer this motion to the executive board for their consideration and ask them to report back to us at our next meeting.* p21

M37: *I second the motion.*

[Discussion]

C: Anyone else? ... It has been moved and seconded that we refer this motion to the executive board and ask them to report back to us at our next meeting. All in favor, please raise a hand. ... All opposed, please raise a hand. ... The motion is carried. Is there any further new business? M38?

M38: *Three meetings ago we decided to carpet the foyer. Nothing has been done. I*

*move that we rescind the motion to
carpet the foyer!* p26

M34: *I second the motion.*

M39: *Ms. Chair. Point of order.*

C: Go ahead, M39.

M39: *The contract has been given to a firm.
By our rules of order we cannot rescind
that motion.*

C: I believe you are right, M39. We cannot
rescind a motion if doing so would
create a breach of contract. M38?

M38: *The color is wrong! The price is too high!
We are not breaking a contract! It hasn't
been signed yet! I insist that we—*

M39: *I agree with—*

C: Hold on a minute, M39! Please wait
until you have been acknowledged
before speaking. p15

M38: *Ms. Chair. Point of order.* p32

C: Yes, M38.

M38: *I believe this motion is in order and
request a vote on this point of order.*

C: Thank you, M38. Please explain your reasoning. Then I will explain my reasoning, and then we will vote.

[M38 explains]

[C responds]

C: Now the members will decide. All who believe that this motion to rescind is out of order, please raise a hand. ... All opposed, please raise a hand. ... Thank you. The motion has been carried. The motion to rescind has been considered out of order, and we will now proceed to the next item of business.

[More business is discussed]

C: Our standing rules require us to adjourn by 10:00 p.m. We have only ten minutes left. M40? p29

M40: *I move that we change that standing rule to read: "that we adjourn at 10:00 p.m. or at a later time if the members attending so wish."*

M41: *I second the motion.*

C: This motion, if passed, will not affect tonight's closing time as we are governed

by our existing standing rule. The motion before us is that we change our standing rule **p10** to read that "we adjourn at 10:00 p.m. or at a later time if the members attending so wish."

[Short discussion]

[Members call out "Let's vote now"]

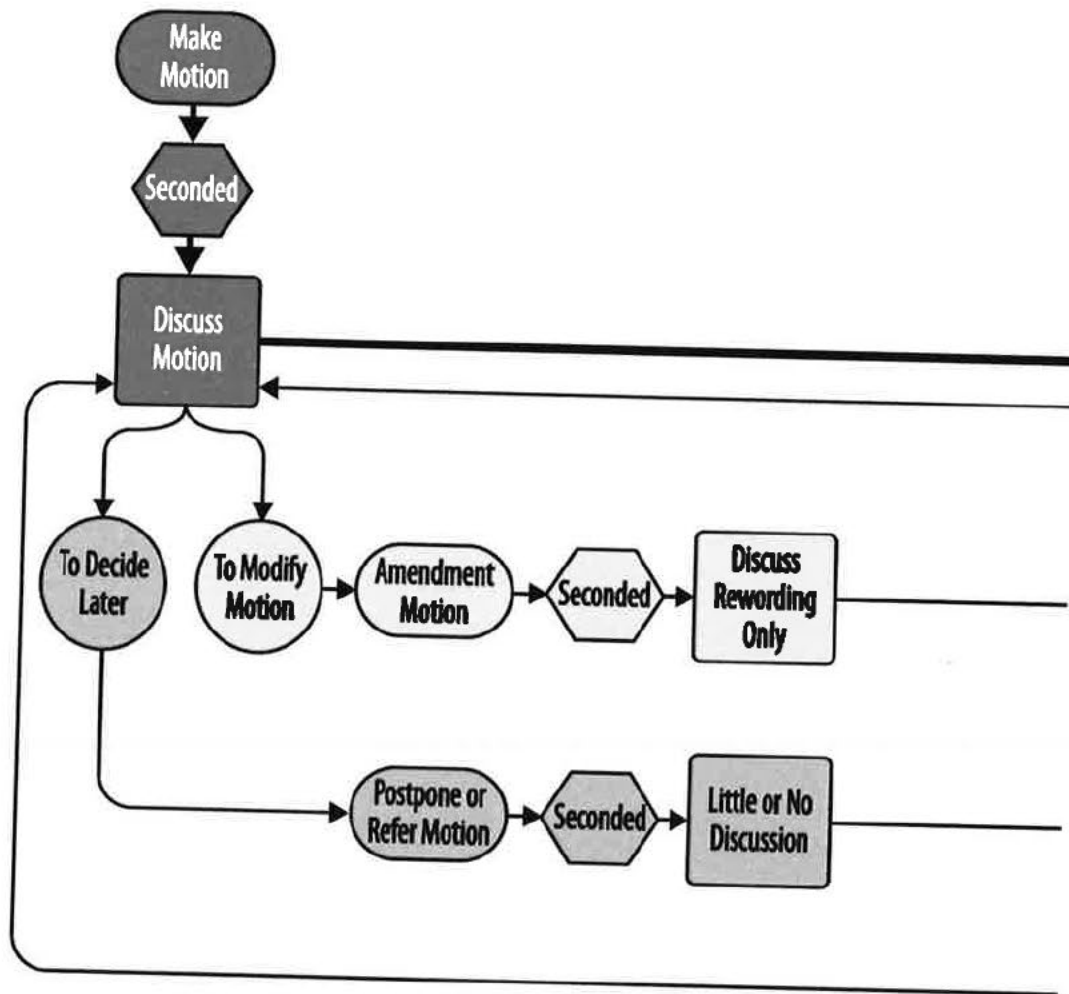
C: Secretary, please read the motion.

[Secretary reads the motion]

C: If there is no objection, we will vote now. All in favor, please raise a hand. ... All opposed, please raise a hand. ... The motion has been carried and will allow members to extend the time of adjournment at future meetings. It is now 10:00 p.m., and I declare this meeting adjourned!

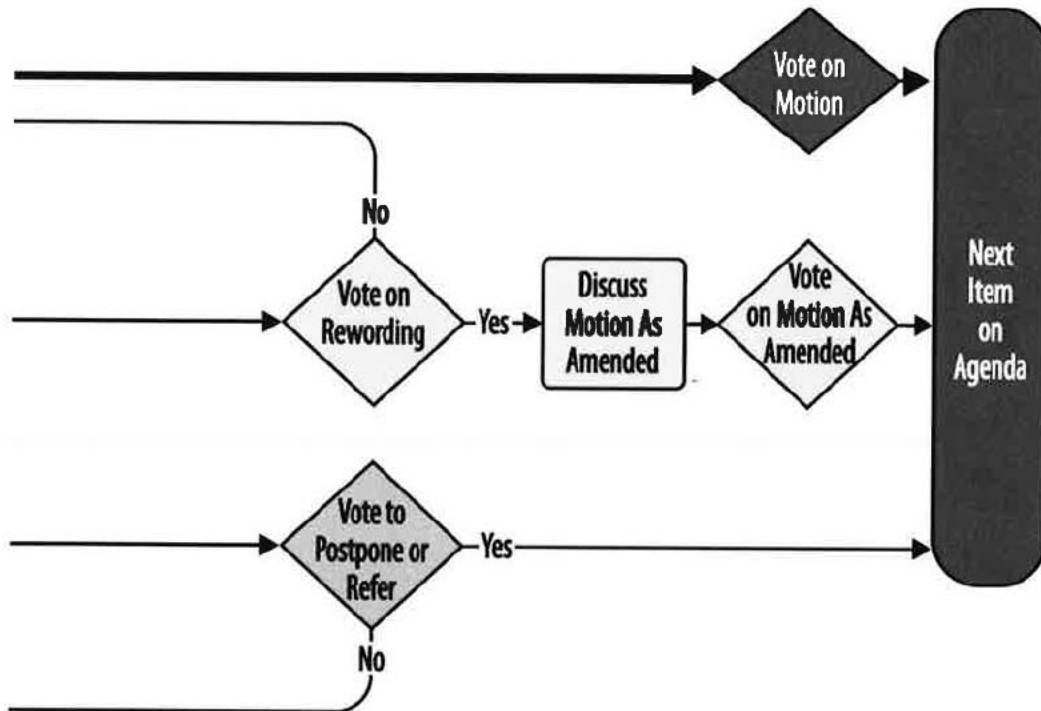
Flowchart

Using *Democratic Rules of Order*



Good Order

- Stay on topic
- One speaker at a time, acknowledged by chair
- No interrupting



Point of Order

- Member explains how a law or good order is being breached
- Chair rules on point of order
- Vote if necessary

A printable color version of the Flowchart is available for download here: democraticrules.com/pdf/flowchart.pdf

Summary of the Rules

A printable version of this Summary is available for download at democraticrules.com/pdf/summary.pdf

Fairness (equal rights of members) and good order are the underlying principles (page 13).

The **final authority is the majority of voting members**, provided a quorum is present, subject always to any applicable higher law (a law of the land, a constitution, a bylaw, or an existing standing rule) (page 15).

In **formal meetings**, the chair guides impartially without taking part in discussion. In **informal meetings**, the chair participates as an equal member (page 14).

A **motion** should be worded affirmatively and must not conflict with any higher law. Each motion requires a **second** (page 17).

The **mover's privilege** allows the mover to reword or withdraw the motion provided there is a seconder and not more than one member objects (page 19).

Amendments can delete, substitute, or add words to a motion on the floor but must not negate it or change its topic. An amendment cannot be amended (page 20).

Postpone, refer: A motion can be postponed to an indefinite or a specific future occasion or referred to a committee for further study (page 21).

Voting: Common voting methods include voting by ballot, standing, show of hands, show of voting cards, and voice. For a motion to pass, a quorum must be present, and more than half the votes cast must be affirmative (pages 22 to 26).

Informal discussion: A motion to informally discuss some topic, if passed, allows members to consider an idea without the formality of a motion (page 26).

Rescind, reconsider: A previous decision can be rescinded or reconsidered by the members at any appropriate time (pages 26 and 27).

Ratify a previous decision: A decision exceeding the authority of a member, committee or meeting can be ratified at a later meeting (page 29).

Good order: Members should discuss only one motion at a time. A member must not

take more than a fair share of floor time nor interrupt another member except as allowed with a point of order (page 32).

Point of order: A member who believes that a law or the meeting's good order is being breached may rise immediately and say "point of order." The chair should allow the member to explain and, if necessary, should call for a vote for a decision (page 32).

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About the Authors

By 1994, when they wrote the first edition of *Democratic Rules of Order*, Fred and Peg Francis had had decades of experience with meetings in school, college, business, church, and community organizations as members and as officers. After attending university together, Peg taught elementary school. Fred taught mathematics in high schools and college. Together, they also designed several commercial products, including clean-burning wood stoves, rodent-proof composters, and children's building sets. For over 60 years, they lived in Victoria, Canada, where they raised four wonderful children and six equally wonderful grandchildren.

Since Fred's passing in 2003, Peg has continued their work in improving our democratic process. As the daughter of Fred and Peg Francis, Joyce McMenamon has been making her parents' book available through her Cool

Heads Publishing venture. Joyce is eager to share this valuable tool and to continue the work that Fred and Peg started.

This book was a very satisfying project for Fred and Peg, who saw the urgent need for more justice and stronger democracies in our world. For a democracy to work successfully, the populace itself must understand and want to obey the democratic principles. Citizens need practice in making the individual rights of each member and the rights of the majority work together. People using this book are learning and practicing these principles, and helping the world at the grassroots level.

*May this book help you and your
organization to have productive and
distinctly democratic meetings!*

*—Fred and Peg Francis, Victoria,
British Columbia, Canada*

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- United States - [E-cycling central](#)

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If you do decide to upgrade, please give some thought to passing your old one along for someone else to use.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
October 19, 2023		Proposal to change employee life insurance benefit	
Time Needed:			
5 minutes			
Financial Impact:		Description and Background:	
n/a		<p>For many years we have had a life insurance policy for employees with additional coverage available for purchase through LifeMap. LifeMap changed to USABLE effective July 1, 2023 and the supplemental plan changed to an age rated policy. Rick Gray of Seal Rock Financial has been the agent on this policy and I asked him to look into alternative plans. He was unable to find a plan that was not age rated for supplemental but did find one through Nippon that was much cheaper. This change, if approved, would take effect January 1, 2024. The proposal has my name as the signer but that can be changed to Ted or someone else if you want.</p>	
Category:			
<input checked="" type="checkbox"/> Action/Discussion			
<input type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Approve the change to Nippon Life Benefits with signature authority to _____			
Attachments:		Instructions Once Approved:	
1. Proposal		Documents to be signed electronically. File with the Clerk's Office	
2. _____			
3. _____			
Contact Person – Name and Department:			Date Submitted:
Julie Swift – Payroll & HR			October 11, 2023



Customizable Ancillary Benefit Solutions: Another great reason to choose
Nippon Life Benefits.

Proposal prepared for:
Curry County

Proposal Date: August 26, 2023
Effective Date: January 1, 2024
Sales Rep: Lukas Miller
Broker:
Quote ID: 0530577-01

SIC Code: 9199

State: OR

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WE CAN MEET **ALL** YOUR ANCILLARY NEEDS.

Nippon Life Benefits is grounded in our Japanese heritage. The hallmarks of our business are based on respect, honor, and dignity. This is what makes us unique. This is what sets us apart.

Founded in 1991, we are the United States subsidiary of *Nippon Life Insurance Company of Japan¹*, one of the world's largest mutual life insurance companies. Nippon Life Benefits has an "A-"(Excellent) rating from AM Best (current as of January 2018).

We believe in delivering the highest level of service possible to you and your employees. We offer *multi-lingual customer support*, in both language and culture, in English, Japanese, Korean, and Spanish.

Dental

We provide unique and flexible dental solutions designed to stretch your benefit dollars, while offering comprehensive coverage with extraordinary service. We have standard plans, MAC plans, and a new series like nothing else in the industry – Dental Dimension.

Dental Networks:*

- Aetna Dental® Administrators with over 160,000 provider locations nationwide.
- DenteMax with over 275,000 provider locations nationwide
- First Dental Health (CA only) with over 29,000 provide locations in California

Vision (powered by EyeMed)

Vision insurance from Nippon Life Benefits makes it easy and inexpensive for employees to get regular eye exams. Vision coverage includes an allowance toward exams, lenses, frames, and contacts. The EyeMed Insight network has 87,000+ total providers*.

Life

We offer affordable Basic, Dependent and Supplemental Life insurance coverage to employees and their families. Let us protect what matters most to you.

Accidental Death and Dismemberment (AD&D)

We provide your employees with Accidental Death and Dismemberment (AD&D) coverage for only pennies per month. With AD&D, employees receive additional coverage for the accidental loss of life, limb(s), or eyesight.

Disability

Nippon Life Benefits offers Short-Term and Long-Term disability coverage, which includes an exceptional return-to-work claims process.

Online Benefit Management for You and Your Employees

Nippon Life Benefits simplifies benefit management for you and your employees through our easy-to-use website, www.nipponlifebenefits.com. Additionally, we offer a mobile app that assists members with their medical, dental, and vision coverage. It is easy to use and always available when on the go!

Nippon Life Insurance Company of America® - marketing name Nippon Life Benefits®, NAIC number 81264, licensed & authorized in all states plus DC, except not ME, NH or WY, domiciled in Iowa, with a principal place of business at 655 Third Avenue, 16th floor, NY, NY 10017-9113, Member Company of Nippon Life Insurance Company of Japan ("Nissay").

¹ Nippon Life Benefits is responsible for its own financial condition and contractual obligations.

*Provider location counts are provided by the Network to Nippon Life Benefits. The Network is responsible for the accuracy of the numbers provided.

Basic Life

Plan Name	NLB Life 1
	Life Benefit By Class
Class Description	Lawmen Others
Life Benefits	Flat Amount Flat Amount

Maximum/Minimum	\$15,000 \$10,000
Bonuses and commissions are not included in annual earnings.	
Benefit Rounding	Up to Next \$1000
Accidental Death & Dismemberment	Same as Basic: Standard Non-Occ
Guarantee Issue up to	Under Age 70 \$200,000: Age 70+ Lessor of \$20,000 or amount after Age Reduction Schedule

Portability	Not Included
Waiver of Premium Definition	Waiver if disabled prior to 60, terms at normal retirement age
Accelerated Death Benefits	Included Except for Life Benefit of less than \$10,000.

Age Reduction Schedule

Age 55 and younger	100%
Age 55 to 59	100%
Age 60 to 64	100%
Age 65 to 69	75%
Age 70 to 74	35%
Age 75 and older	25%

Basic Life Rate	\$0.15 Per \$1000
Basic AD&D Rate	\$0.02 Per \$1000
Rate Guarantee	2 Years
Basic Life Volume	\$1,400,000
Monthly Premium	
Basic Life	\$210.00
Basic AD&D	\$28.00
Dependent Life	None

Plan Selection ☐

Premium rates shown/proposed are not guaranteed. Depending on the coverage the rates are based on the census data provided, the participation assumed, the SIC code, the employees locations, and the quoted benefit design as well as other assumptions made in order to produce this proposal. Modifications to any of assumptions could cause an adjustment to the final rates. Therefore, all quoted rates are subject to change or modification and are subject to final underwriting approval by Nippon Life Insurance Company of America.

Supplemental Life

Supplemental Life must be sold with NLB Basic Life Product.

Benefit

Employee Increment Amount of \$5,000 up to maximum of \$300,000
 - Minimum \$20,000

Subject to Home Office Approval, Employee's benefit cannot exceed four times salary

Spouse Increment Amount of \$5,000 up to maximum of \$50,000
Spouse benefit election may not exceed 50% of the employee benefit
 - Minimum \$10,000

Child Increment Amount of \$1,000 up to maximum of \$10,000
Child benefit election may not exceed 50% of the spouse benefit, or if there is no spouse election then benefit cannot exceed 25% of the employee's election.
 - Minimum \$2,000

Employee AD&D Same as above

Dependent AD&D Same as above

Member must elect Supplemental Life to also get AD&D

Guaranteed Issue

Employee age under 70 \$100,000

Employee age 70 and over Lessor of \$10,000 or amount after Age Reduction Schedule

Spouse \$50,000

Spouse age 70 and over Lessor of 1/2 of employee amount or \$10,000

Child \$10,000

Benefit reduction at age 65-69 75%, 70-74 35%, 75+ 25%

Waiver if disabled prior to 60, terms at normal retirement age

An eligible employee is required to work a minimum of 30 hours per week.

Retired Employees are not eligible.

A minimum 25% participation required with a minimum of 5 enrolled lives must be met in order to write Supplemental Life coverage.

Any proposal on which the sum of Basic Life and Supplemental Life exceeds \$1,000,000 must receive explicit Nippon Life Benefit Home Office approval in writing before being accepted.

Portability is included.

Employee must contribute at least 50% of the premium.

Spouse premium will be billed based on employee date of birth.

Employee's Age Bracket	Lives	Volume	Employee Rate	Spouse Lives	Spouse Volume	Spouse Rate	Child Volume	Child Rate
24 and younger	3	\$60,000	\$0.06	0	\$0	\$0.05	\$0	\$0.14
25 to 29	10	\$200,000	\$0.04	0	\$0	\$0.04	\$0	\$0.14
30 to 34	8	\$160,000	\$0.04	0	\$0	\$0.04	\$0	\$0.14
35 to 39	13	\$260,000	\$0.06	0	\$0	\$0.06	\$0	\$0.14
40 to 44	15	\$300,000	\$0.10	0	\$0	\$0.08	\$0	\$0.14
45 to 49	7	\$140,000	\$0.15	0	\$0	\$0.14	\$0	\$0.14
50 to 54	5	\$100,000	\$0.23	0	\$0	\$0.20	\$0	\$0.14
55 to 59	8	\$160,000	\$0.34	0	\$0	\$0.29	\$0	\$0.14
60 to 64	5	\$100,000	\$0.47	0	\$0	\$0.50	\$0	\$0.14
65 to 69	5	\$100,000	\$0.84	0	\$0	\$0.85	\$0	\$0.14
70 to 74	0	\$0	\$1.28	0	\$0	\$1.38	\$0	\$0.14
75 to 79	0	\$0	\$2.07	0	\$0	\$2.87	\$0	\$0.14
80+	0	\$0	\$3.71	0	\$0	\$4.08	\$0	\$0.14
			Employee				Child	
Total Premium			\$293.00				\$0.00	\$0.00

Rates Guaranteed for 2 Years

Employee AD&D Rate/\$1000 (additional) \$ 0.02

Spouse AD&D Rate/\$1000 (additional) \$ 0.02

Child AD&D Rate/\$1000 (additional) \$ 0.09



Premium rates shown/proposed are not guaranteed. Depending on the coverage the rates are based on the census data provided, the participation assumed, the SIC code, the employees locations, and the quoted benefit design as well as other assumptions made in order to produce this proposal. Modifications to any of assumptions could cause an adjustment to the final rates. Therefore, all quoted rates are subject to change or modification and are subject to final underwriting approval by Nippon Life Insurance Company of America.

Plan Selection ☐

Rate Page Summary - Census Detail

NLB Life 1

Name	Gender/ Age	Life/ AD&D Premium	Supplemental Life Premium	Total
Lauryn Akbar	■	\$1.70	\$1.60	\$3.30
Brandy Allen	■	\$1.70	\$1.60	\$3.30
Stacy Aranda	■	\$2.55	\$0.00	\$2.55
Amie Barnard	■	\$1.70	\$3.40	\$5.10
David Barnes	■	\$1.70	\$0.00	\$1.70
Jeremy Barto	■	\$1.70	\$5.00	\$6.70
Russell Benson	■	\$2.55	\$0.00	\$2.55
Ray Birky	■	\$1.70	\$0.00	\$1.70
Nathan Bisig	■	\$1.70	\$3.40	\$5.10
Krystal Bolduc	■	\$2.55	\$0.00	\$2.55
Marci Brose	■	\$1.70	\$0.00	\$1.70
Ryan Brose	■	\$2.55	\$1.60	\$4.15
Graysan Brown	■	\$1.70	\$1.60	\$3.30
Charles Buchanan	■	\$1.70	\$5.00	\$6.70
Diana Carpenter	■	\$1.36	\$17.20	\$18.56
Randy Carpenter	■	\$1.70	\$3.40	\$5.10
Wendy Carpenter	■	\$1.70	\$2.40	\$4.10
Lynn Cary	■	\$1.36	\$17.20	\$18.56
Justin Coleman	■	\$2.55	\$1.60	\$4.15
Barbara Colton	■	\$1.70	\$0.00	\$1.70
Brett Conrad	■	\$1.70	\$0.00	\$1.70
Rebecca Crockett	■	\$1.70	\$0.00	\$1.70
Stacy Delonge	■	\$1.70	\$0.00	\$1.70
David Denney	■	\$2.55	\$0.00	\$2.55
Shelley Denney	■	\$1.70	\$5.00	\$6.70
Carrie Dexter	■	\$1.70	\$2.40	\$4.10
Gabrielle Domingue	■	\$2.55	\$0.00	\$2.55
Dona Dotson	■	\$2.55	\$0.00	\$2.55
Halley Ellard	■	\$2.55	\$1.20	\$3.75
John Ensley	■	\$2.55	\$7.20	\$9.75
Nicholas Ensley	■	\$2.55	\$1.20	\$3.75
Scott Fein	■	\$1.70	\$2.40	\$4.10
Brittany Felton	■	\$2.55	\$0.00	\$2.55
Michael Fitzgerald	■	\$1.70	\$0.00	\$1.70
Justin Flores	■	\$1.70	\$1.20	\$2.90
Rachel Forn	■	\$2.55	\$2.40	\$4.95
Joshua Frame	■	\$2.55	\$1.20	\$3.75
Jaired Freeman	■	\$2.55	\$0.00	\$2.55
Amy Gaddis	■	\$1.70	\$5.00	\$6.70
Charles Gage	■	\$1.70	\$0.00	\$1.70
Tracy Garner	■	\$1.70	\$0.00	\$1.70
Jared Gray	■	\$2.55	\$2.40	\$4.95
Jordon Green	■	\$1.70	\$1.20	\$2.90
Robert Halcumb	■	\$1.36	\$0.00	\$1.36
Colby Hanks	■	\$1.70	\$1.60	\$3.30
Sarah Harris	■	\$1.70	\$1.60	\$3.30
Lacinda Harwell	■	\$1.70	\$0.00	\$1.70

Rate Page Summary - Census Detail

John Herzog	■■■	\$1.36	\$17.20	\$18.56
Alexandra Hoover	■■■	\$1.70	\$1.20	\$2.90
Dane Hoover	■■■	\$2.55	\$0.00	\$2.55
Matthew Howland	■■■	\$1.70	\$2.40	\$4.10
Penny Hudgens	■■■	\$1.70	\$0.00	\$1.70
Jeffery Hughes	■■■	\$2.55	\$7.20	\$9.75
Lisa Humiston	■■■	\$1.70	\$0.00	\$1.70
Peter Infantino	■■■	\$2.55	\$1.20	\$3.75
Victoria James	■■■	\$1.70	\$1.20	\$2.90
Jonathan Jantzi	■■■	\$1.70	\$1.60	\$3.30
Frank Jerome	■■■	\$1.36	\$0.00	\$1.36
Paul Kelley	■■■	\$1.70	\$7.20	\$8.90
Timothy King	■■■	\$2.55	\$0.00	\$2.55
Jeremy Krohn	■■■	\$2.55	\$1.20	\$3.75
Mike Lang	■■■	\$2.55	\$0.00	\$2.55
Wendy Lang	■■■	\$1.70	\$7.20	\$8.90
Rabiah Lee	■■■	\$1.70	\$1.60	\$3.30
John Mackenzie	■■■	\$2.55	\$2.40	\$4.95
Emily Martin	■■■	\$1.70	\$1.20	\$2.90
Amy Martinez	■■■	\$2.55	\$0.00	\$2.55
Luke Martinez	■■■	\$1.70	\$3.40	\$5.10
Katherine Mazur	■■■	\$2.55	\$9.80	\$12.35
Phillip Mcdonald	■■■	\$2.55	\$7.20	\$9.75
Brandon Merrill	■■■	\$2.55	\$1.20	\$3.75
Zachary Molaghan	■■■	\$2.55	\$0.00	\$2.55
Christine A Neil	■■■	\$1.70	\$1.60	\$3.30
Broc Nelson	■■■	\$1.70	\$3.40	\$5.10
Nancy O'dwyer	■■■	\$1.70	\$0.00	\$1.70
Alison Peck	■■■	\$1.70	\$2.40	\$4.10
Miranda Plagge	■■■	\$1.70	\$2.40	\$4.10
Jered Powell	■■■	\$2.55	\$0.00	\$2.55
Joshua Powell	■■■	\$2.55	\$1.20	\$3.75
Anne Reed	■■■	\$1.70	\$9.80	\$11.50
Jordan Rhodes	■■■	\$2.55	\$1.60	\$4.15
Robert Ringulet	■■■	\$1.36	\$17.20	\$18.56
Weston Robbins	■■■	\$1.70	\$0.00	\$1.70
Lena Rupe	■■■	\$1.70	\$1.60	\$3.30
Robert Schafer	■■■	\$1.70	\$7.20	\$8.90
Vicki Scott	■■■	\$2.55	\$0.00	\$2.55
Garrett Shannon	■■■	\$2.55	\$1.60	\$4.15
Jesse Shenefelt	■■■	\$2.55	\$1.20	\$3.75
Waylon Somers	■■■	\$1.70	\$2.40	\$4.10
Coady Stanbery	■■■	\$2.55	\$1.20	\$3.75
Bryce Starbird	■■■	\$2.55	\$2.40	\$4.95
Joan Steineke	■■■	\$2.55	\$7.20	\$9.75
Deborah Storms	■■■	\$2.55	\$2.40	\$4.95
Ida Swank	■■■	\$1.70	\$5.00	\$6.70
Jessica Swank	■■■	\$2.55	\$1.20	\$3.75
Julie Swift	■■■	\$1.70	\$9.80	\$11.50
Brhat Talbot	■■■	\$2.55	\$3.40	\$5.95
Ashley Thien	■■■	\$1.70	\$0.00	\$1.70



Rate Page Summary - Census Detail

Jason Thien	■■■	\$2.55	\$2.40	\$4.95
Garrett Thomson	■■■	\$1.70	\$2.40	\$4.10
Natasha Tippetts	■■■	\$1.70	\$1.20	\$2.90
Jonathan Trost	■■■	\$1.70	\$3.40	\$5.10
Zane Van Zelf	■■■	\$2.55	\$1.60	\$4.15
Anthony Voudy	■■■	\$1.70	\$2.40	\$4.10
Randy Wallace	■■■	\$1.70	\$1.60	\$3.30
Shawnee Wallace	■■■	\$2.55	\$1.20	\$3.75
John Ward	■■■	\$2.04	\$17.20	\$19.24
Terran Watwood	■■■	\$1.70	\$1.60	\$3.30
Kiley Wegner	■■■	\$1.70	\$0.00	\$1.70
Synthia Westerman	■■■	\$2.55	\$0.00	\$2.55
Jonathan Wills	■■■	\$1.70	\$9.80	\$11.50
Michael Wills	■■■	\$1.70	\$9.80	\$11.50
Gary Wolford	■■■	\$1.70	\$7.20	\$8.90
Parker Workman	■■■	\$2.55	\$0.00	\$2.55
Danni Young	■■■	\$1.70	\$0.00	\$1.70
Lacey Young	■■■	\$1.70	\$0.00	\$1.70
Dylan Younger	■■■	\$1.70	\$1.20	\$2.90
Rodrigo Zepeda Rio	■■■	\$2.55	\$0.00	\$2.55
Group Premium		\$238.00	\$324.60	\$562.60

Curry County

Effective Date: 1/1/2024

I acknowledge that I am executing this proposal for each Plan Selection elected on behalf of the above-referenced employer, and that I have the legal authority to bind the employer for whom each Plan proposal is being made. I further understand and acknowledge the following:

- o Plan features, options, combinations, availability, rates, and benefits may vary by location. Exclusions and limitations apply – the plan documents provide a complete description of benefits, exclusions, limitations and conditions of coverage.
- o Plan features are subject to change.
- o Nothing herein is a guarantee of benefits or eligibility. All terms, provisions, conditions, limitations and exclusions shown in the issued booklet-certificate and master policy will govern. All content included herein is subject to change without notice.
- o Premium rates shown/proposed are not guaranteed or final, are subject to change/modification by Nippon Life Insurance Company of America, and are subject to final underwriting approval by Nippon Life Insurance Company of America.

I acknowledge that I am electing the following coverages:

Supplemental Life/Voluntary ☐
Basic Life ☐

The employer hereby accepts the proposal for each Plan Selection elected, subject to the terms and conditions herein and of each applicable Plan proposal.

[Employer Name] _____
 [Printed Name] Julie Swift
 [Title] _____
 [Date] _____
 [Signature] _____

Please return all pages of this proposal (including this signature page) to Nippon Life Benefits to confirm acceptance of each Plan proposal.

() We are requesting enrollment in Lifeworks Employee Assistance Plan (EAP) for all full-time, eligible employees regardless of enrollment status with Nippon Life Benefits. We accept the \$1.15 per employee per month charge.



**Nippon Life Insurance Company
of America**
PO Box 25951
Shawnee Mission, KS 66225-5951

**Nonmedical Employer
Application for Group
Term Life Insurance**

This form is for: ☐ **New Case** ☐ **Amendment**

Group number: _____

Requested effective date: _____ Advanced premium received \$ _____

The first month's premium made payable to Nippon Life Insurance Company of America must accompany this submission.

Employer Information

Legal name of company (also include any doing-business-as or trade name): _____

<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Other				Federal tax ID number: _____	
Street address: _____		Billing address: _____		Policy Situs State: _____	
City: _____		State: _____		ZIP code: _____	
Contact: _____		Telephone number: _____		FAX number: _____	
E-mail address: _____		Nature of business/SIC code: _____		Number of years in business: _____	

Have you been insured by Nippon Life Insurance Company of America (Nippon Life Benefits) previously? ☐ Yes ☐ No

If yes, when and under what name? _____

Has the company been denied credit within the past two years, ever filed for bankruptcy, or is the firm now in the process of (or considering) filing for bankruptcy? ☐ Yes ☐ No (attach an explanation)

Employers with Participating Units

If employees of any associated business organizations (e.g. parent-subsidiary, brother-sister relationships, affiliated groups, etc.) are to be covered, or you are excluding, please list the affiliate or subsidiary below.

A Participating Unit is an entity that is an affiliate or subsidiary related to the employer through common control or ownership.

Unit name/address/federal tax ID:	Nature of business:	Relationship to company:	<input type="checkbox"/> Include unit <input type="checkbox"/> Exclude unit	Number of employees:
1. _____	_____	_____	<input type="checkbox"/> Include unit <input type="checkbox"/> Exclude unit	_____
2. _____	_____	_____	<input type="checkbox"/> Include unit <input type="checkbox"/> Exclude unit	_____

Employee Eligibility

Eligible Employee: An employee must work at least 30 hours per-week on a regular basis (or less, if required by state law) to be eligible for insurance.

Ineligible Employee: An independent contractor (unless required by law) or an employee who works less than the required number of hours per week, or is employed as a temporary or seasonal employee, is not eligible for insurance.

Total number of employees (full and part-time): _____	Total number of eligible employees (full and part-time): _____
Describe any class of employees excluded from coverage: _____	Number of employees electing coverage: _____

Waiting Periods/Effective Date Provisions

Applies to: (choose 1)	<input type="checkbox"/> All employees including those hired before, on, or after the effective date
	<input type="checkbox"/> Only those employees hired after the effective date
Waiting period: (choose 1)	<input type="checkbox"/> 0* days <input type="checkbox"/> 30 days <input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> Other (if greater than 90 days) <input type="checkbox"/> 1 month <input type="checkbox"/> 2 months <input type="checkbox"/> 3 months

Effective Date/Termination Date Option for Non-Disability Coverage(s): (choose 1)

- ☐ On the first of the month coinciding with or next following Waiting Period/Termination at end of month
- ☐ On the day immediately following Waiting Period/Termination at midnight on last day worked

Effective Date/Termination Date Option for Disability Coverage: (choose 1)

- ☐ On the day immediately following Waiting Period/Termination at midnight on last day of your coverage
- ☐ On the first of the month coinciding with or next following Waiting Period/Termination at midnight on last day of your coverage

* 0 Day waiting period is not an option for groups with less than 50 enrolled employees

Employer Request for Benefits and Contribution**Term Life Insurance** (Proof of good health may be required before insurance can become effective.)

	Benefit for:		Contribution %		Benefit for:		Contribution %	
	Employee		Employer	Employee	Dependent		Employer	Employee
Basic term life	<input type="checkbox"/> Yes	<input type="checkbox"/> No	%	%	<input type="checkbox"/> Yes	<input type="checkbox"/> No	%	%
Supplemental term life	<input type="checkbox"/> Yes	<input type="checkbox"/> No	%	%	<input type="checkbox"/> Yes	<input type="checkbox"/> No	%	%
Voluntary term life	<input type="checkbox"/> Yes	<input type="checkbox"/> No	%	%	<input type="checkbox"/> Yes	<input type="checkbox"/> No	%	%
Basic accidental death and dismemberment	<input type="checkbox"/> Yes	<input type="checkbox"/> No	%	%	<input type="checkbox"/> Yes	<input type="checkbox"/> No	%	%
Supplemental accidental death and dismemberment	<input type="checkbox"/> Yes	<input type="checkbox"/> No	%	%	<input type="checkbox"/> Yes	<input type="checkbox"/> No	%	%
Voluntary accidental death and dismemberment	<input type="checkbox"/> Yes	<input type="checkbox"/> No	%	%	<input type="checkbox"/> Yes	<input type="checkbox"/> No	%	%

Complete if policy replaces other group insurance (if yes, provide a copy of most recent billing):

Name and address of prior carrier:

Effective date:

Discontinue date:

Employees not actively at work and dependents in a period of limited activity:

List all employees who are not actively at work and dependents in a period of limited activity:

Disability Insurance (Proof of good health may be required before insurance can become effective.)

Request for ➤	<input type="checkbox"/> Employee short term disability	<input type="checkbox"/> Employee long term disability
Contribution:	Employer % Employee %	Employer % Employee %

Complete if policy replaces other group insurance (if yes, provide a copy of most recent billing and for LTD provide a copy of the booklet-certificate):

Name and address of prior carrier:

Effective date:

Discontinue date:

Employees not actively at work:

List all employees who are not actively at work:

Employer Request for Benefits and Contribution (continued)**Disability Insurance (continued)** (Proof of good health may be required before insurance can become effective.)

State specific information (short term disability only):	Are there employees located in any of the states listed below (policies offered in these states are supplemental)? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, indicate the number of employees for each state.)				
	California	Hawaii	New Jersey	New York	Rhode Island
	Unemployment Insurance or Department of Labor number:				

* If employees contribute to the cost of STD or LTD insurance, are these contributions made on a:

☐ pre-tax or ☐ post-tax basis?

Dental Insurance

Request for ➤	<input type="checkbox"/> Employees		<input type="checkbox"/> Dependents	
Contribution:	Employer % of premium contributed:		Employer % of premium contributed:	
Do you offer other dental coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, number of employees covered: _____			
Complete if policy replaces other group insurance (if yes, provide a copy of most recent billing):	Name and address of prior carrier:			
	Effective date:		Discontinue date:	

Did your prior dental insurance include benefits for orthodontia treatment?

☐ Yes ☐ No

PPO network(s) selected _____

Vision Insurance

Request for ➤	<input type="checkbox"/> Employees		<input type="checkbox"/> Dependents	
Contribution:	Employer %	Employee %	Employer %	Employee %
Complete if policy replaces other group insurance (if yes, provide a copy of most recent billing):	Name and address of prior carrier:			
	Effective date:		Discontinue date:	

Dental/Vision (check continuation that applies)

COBRA eligibility is defined as employers who employed 20 or more full or part-time employees on at least 50% of the working days in the prior calendar year. Do you meet the eligibility definition?

☐ Yes ☐ No

Employee or Dependent name:	COBRA <input type="checkbox"/>	USERRA <input type="checkbox"/>	State cont. <input type="checkbox"/>
Employee or Dependent name:	COBRA <input type="checkbox"/>	USERRA <input type="checkbox"/>	State cont. <input type="checkbox"/>
Employee or Dependent name:	COBRA <input type="checkbox"/>	USERRA <input type="checkbox"/>	State cont. <input type="checkbox"/>
Employee or Dependent name:	COBRA <input type="checkbox"/>	USERRA <input type="checkbox"/>	State cont. <input type="checkbox"/>

Please attach separate sheet of paper if more space is needed.

All Coverages

ERISA plan number _____

The Employee Retirement Income Security Act of 1974 (ERISA) requires that each employee benefit plan subject to the Act designate a "Named Fiduciary who shall have authority to control and manage the operation and administration of the plan."

If this plan is subject to ERISA and the Named Fiduciary is other than the employer, fill in the information below. Nippon Life Benefits may not be designated as Named Fiduciary.

The "Named Fiduciary" shall be: _____

Designation as Named Fiduciary is accepted. (Required only if the "Named Fiduciary" is an individual.)

By _____

Title _____

It is understood that Nippon Life Benefits shall not be responsible for any tax or legal aspects of the plan. The employer assumes responsibility for these matters. The employer acknowledges that they have counseled to the extent necessary with selected legal and tax advisors. The obligations of Nippon Life Benefits shall be governed solely by the provisions of its contracts and policies. Nippon Life Benefits shall not be required to look into any action taken by the named fiduciary or the employer and shall be fully protected in taking, permitting, or omitting any action on the basis of the employer's actions. Nippon Life Benefits shall incur no liability or responsibility for carrying out actions as directed by the named fiduciary or the employer.

It is further understood that by signing this application, the employer is purchasing insurance and not making an investment. No reserves, undeclared or unpaid experience premium refunds, or interest with respect to claim payments, nor claim proceeds themselves shall be considered plan assets under ERISA.

Agreement and Signatures

- The employer has been informed of the minimum participation and contribution requirements. The employer agrees that coverage applied for shall not become or remain effective unless: a) participation and contribution requirements are met, and b) the employer is actively engaged in business for profit within the meaning of the Internal Revenue Code, or is established as a legitimate nonprofit corporation within the meaning of the Internal Revenue Code, and c) the application and any attached page(s) are received, accepted, and approved by Nippon Life Benefits.
- If this application is accepted, all group policies will be combined and treated as one policy for the purpose of determining any experience premium refund.
- The preexisting condition restrictions for long term disability insurance have been explained to and understood by the employer. Actively at work and period of limited activity has been explained to and understood by the employer.
- The employer understands receipt and deposit of advanced payment is not a guarantee of coverage. If a policy is issued from this application and is accepted by the proposed policyholder, we will apply the premium deposit to the first premium due for such policy. If no policy is put into force, the premium deposit will be refunded.
- Premium payment will be monthly unless otherwise indicated.
- Acceptance by the employer of any policy or policies issued with this application shall constitute approval of any corrections, additions, or changes specified in the space "For Nippon Life Benefits Use Only" or as otherwise indicated on this application.
- Your agent or broker cannot change or waive any provision of this application or the policy or policies without the written approval of an officer of Nippon Life Benefits in the home office.
- The employer acknowledges and understands that if this application is approved, the group policy will determine all rights and benefits.
- The person signing this form for the employer has legal authority to bind the employer for whom application is being made.
- The employer agrees to make timely notification of any employee termination, status change, or other material changes that may affect the eligibility of employees or their dependents. Timely notification is no more than 31 days past the actual date of such change.
- The employer understands that failure to pay premium when due will be considered a default in premium payment and coverage will terminate at the end of the grace period. If coverage is terminated for nonpayment of premium, premium through the grace period is due and will be collected. The employer understands that coverage may also be terminated for other reasons as provided in the group policy.
- I certify all information given on this application, and any attachments, are true and complete to the best of my knowledge and belief.

Agreement and Signatures (continued)

NOTE: If Nippon Life Benefits determines, due to requirements of law or because of our own underwriting criteria, to issue our group insurance through a multiple-employer group insurance trust, the employer hereby subscribes to and agrees to the terms of that trust.

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Employer (company name):	Signed at (city, state)
--------------------------	-------------------------

Signed by (must be an officer):	Officer's title:	Date signed:
---------------------------------	------------------	--------------

Licensed resident agent(s) (individual/firm): Rick Gray	Agent's license number:	Date signed: 10/03/2023
------------------------------------------------------------	-------------------------	----------------------------

Signature of soliciting agent(s) (If more than one, all must sign):

Rick Gray

62E687AF4F5E4F3...

Employer Instructions

After this form is completed and signed, make one copy for your records and send the original to Nippon Life Insurance Company of America, P.O. Box 25951, Shawnee Mission, KS 66225-5951, and keep a copy for your records.

For Nippon Life Benefits Use Only



Group Installation Checklist

Group Policyholder Name: _____

Please include the following items with your submission:

- Completed Group Installation Checklist (this form)
- Employer Application for Group Insurance
- Proposal: check box for product/benefits being purchased and sign/date last page
- Completed Nippon Life Benefits census template
- If applicable, provide current carrier statement for Dental, STD and/or LTD
 - If purchasing STD and/or LTD, also provide copy of Certificate of Coverage from current carrier
- Payment Options:
 - Pay electronically via our Online Payment Portal (**OPP**) which allows you to pay by EFT, Credit or Debit Card. Indicate below who has Online Payment Portal permission. Next step, receiving an email stating that your premium statement is ready and clicking the Online Payment Portal link in the Employer Portal. This is where and when you securely enter your banking information to make your first month payment and set up future payments. For more information about OPP go to: <https://www.nipponlifebenefits.com/onlinepavinfo>.
 - Pay monthly via check. Please submit first month's premium and scan a copy of the check with the completed enrollment material. Make check payable to Nippon Life Insurance Company of America and send original check to: Nippon Life Benefits
62348 Collections Center Drive
Chicago, IL 60693-0623
- I agree to provide members with Privacy Notices as they are enrolling

Full Access to the Web portal includes these features, the Primary administrator will be provided the following:

• Forms ^{All}	• Premium Statements ¹	• Eligibility List ²	• Member Eligibility details ²
• Add/Change/Term Members/Dependents ²	• Online Transaction History ²	• Print Temporary ID Card ²	• Plan Documents ²

Primary Client Administrator

Name		<input checked="" type="checkbox"/> Full access and ability to add Secondary Users <input checked="" type="checkbox"/> Online Payment Portal permission
Email		
Phone		

Secondary Client Administrator

Name		<input checked="" type="checkbox"/> Premium Statement -1 <input checked="" type="checkbox"/> Online Eligibility capability view/edit -2 <input checked="" type="checkbox"/> Online Payment Portal permission
Email		
Phone		

Broker Access Brokers already using the Nippon Life Benefits web portal, will be granted access to this client after group set-up completion, based on this form's information. Input current Username below. Access is established by the client/account number, to ensure members are added to the correct client/account. Brokers will see this client's account number(s) as a new Role upon activation.

Primary Broker Administrator

<input type="checkbox"/>	Give me access! I already have a Username	Username: _____ <input type="checkbox"/> Full access and ability to Add and maintain Secondary Broker Users from their own agency <input type="checkbox"/> Premium Statement Access - 1 <input type="checkbox"/> Online Eligibility capability view/edit -2
Name		
Agency		
Email		
Phone		

Electronic Services Agreement

Nippon Life Insurance Company of America (Nippon Life Benefits) has issued one or more group insurance policies.

- A. Policyholder desires that booklet-certificates relating to the Policies be sent and received by electronic transactions ("Electronic Records"), consistent with applicable law.
- B. Policyholder desires that correspondence relating to the Policies be sent and received by electronic transactions ("Electronic Records") consistent with applicable law.

Administrative Functions

- A. The Policyholder will:
 - 1. Furnish paper copies of the booklet-certificate to all participants who request a paper copy.
 - 2. If plan documents are available to multiple classes of participants, ensure that each participant knows and is aware of what plan documents cover each participant.
 - 3. If the Policyholder terminates its insurance agreement with Nippon Life Benefits, the Policyholder will inform all participants and beneficiaries of this termination. The Policyholder will inform all participants and beneficiaries that the booklet-certificate will remain on-line for a limited period of time (3-months) following termination. The Policyholder will inform all participants and beneficiaries of the need to obtain paper copies of the booklet for the terminated policy.

General Provisions

- A. Policyholder shall perform this Agreement consistent with all Federal and State law, including, but not limited to, ERISA.
- B. There is no employer-employee or agency relationship between the Policyholder and Nippon Life Benefits.
- C. Nippon Life Benefits will send all notices required by law electronically, unless such notices are required to be sent by paper.
- D. Policyholder and Nippon Life Benefits acknowledge and agree that whenever electronic transactions are not possible, transactions will be conducted in a manner that is consistent with insurance industry standards or another mutually agreed upon method.
- E. Policyholder may request notices or documents be provided or made available in paper or another non-electronic form at no additional cost by submitting a written request to Nippon Life Benefits at admin-info@nipponlifebenefits.com or to PO Box 25951 Shawnee Mission, KS 66225-5951.
- F. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- G. The duties and obligations of this Agreement are neither assignable nor alienable by either Party without the consent, in writing, of the other Party.
- H. This Agreement may be amended by mutual consent, in writing, by the Parties. Either one of the Parties may terminate this Agreement upon notice. Absent any such termination, this Agreement shall renew automatically and annually on the anniversary of its effective date.

Policyholder Electronic Enrollment Terms and Conditions

You have elected to utilize electronic enrollment for your employees and their families. We agree to accept member/dependent enrollment and eligibility data (e.g. census) via electronic delivery.

The following conditions apply:

- Policyholder acknowledges that electronically submitted enrollment, eligibility, waiver, election or other data is not a guarantee of benefits or eligibility, and that all terms, provisions, conditions, limitations and exclusions shown in the certificate booklet and master policy will govern. Policyholder agrees to provide up-to-date and accurate census or other electronic enrollment, eligibility, waiver, election or other related data that will include all required and current member/dependent information and elections in a format approved by Nippon Life Benefits®. Nippon Life Insurance Company of America® relies upon the information submitted electronically being complete, accurate and up-to-date. PLEASE NOTE that the above information will only be accepted in census format for new enrollments, or for enrollment, eligibility, waiver, election and/or other related changes to existing members/dependents insured by Nippon Life Insurance Company of America. The changes should be easily identified.

- Policyholder agrees to make timely updates and correct errors according to Nippon Life Insurance Company of America's standard eligibility practices, i.e., eService, or to submit paper enrollment forms for each member/dependent who is being added, terminated or corrected. Policyholder agrees to maintain and retain copies (paper or electronic) of actual enrollment forms and waiver of coverage forms (and other necessary records) from each eligible employee/dependent to enable Nippon Life Insurance Company of America to determine the current classification, benefits, and termination data for each insured person.
- Policyholder agrees that all beneficiary designations must be maintained by the Policyholder and must be provided to Nippon Life Insurance Company of America. THE POLICYHOLDER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS NIPPON LIFE INSURANCE COMPANY OF AMERICA AND ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ADVISERS AND REPRESENTATIVES, to the fullest extent permitted by law, against any and all losses, damages, liabilities, costs, charges, or claims arising out of or related to this Agreement or as a result of the Policyholder's breach, errors, and/or omissions in enrollment/eligibility/waiver/benefits or other required data submitted electronically. This provision shall survive the termination of this Agreement and continue in perpetuity.

Please carefully review your Nippon Life Insurance Company of America premium statement(s) produced after the enrollment, eligibility, waiver, election and/or other related information has been submitted. Please provide us with any updates or corrections to admin-info@nipponlifebenefits.com or 800-374-1835 ext. 43780 or via facsimile at 913-387-5920 within 30 days of the premium statement date.

Electronic Services & Enrollment Election

Please check below if applicable based on your election(s):

X Electronic Services Agreement *(if you elected to receive group plan documents and/or correspondence electronically)*

Through its above election, elections made within the Electronic Services Agreement, and its execution of this Signature Page, the Policyholder acknowledges, understands and agrees to the terms and conditions set forth in the *Electronic Services Agreement*. By signing below, the Policyholder represents that the undersigned is authorized to sign this Agreement and bind the Policyholder.

X Policyholder Electronic Enrollment Terms and Conditions *(if you wish to elect and utilize electronic enrollment)*

Through its above election and its execution of this Signature Page, the Policyholder acknowledges, understands and agrees to the terms and conditions set forth in the *Policyholder Electronic Enrollment Terms and Conditions*. By signing below, the Policyholder represents that the undersigned is authorized to sign this Agreement and bind the Policyholder.

Group Name:

Policyholder Signature:

Date:

Job Title:

Notice of Privacy Practices for Protected Health Information (HIPAA)

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice describes how your medical information obtained in connection with your health benefit plan administration may be used and disclosed and how you can access the information. The terms of this Notice apply to current and former plan members and dependents for their group medical expense, group dental expense and/or group vision care expense insurance. This Notice was effective April 14, 2003 and has been revised most recently effective November 1, 2015.

We are required by law to maintain the privacy of our current and former members' and dependents' protected health information, to provide notice of our legal duties and privacy practices with respect to protected health information, and to notify affected individuals following a breach of unsecured protected health information. We are required to abide by the terms of this Notice as long as it remains in effect. We reserve the right to change the terms of this Notice as necessary and to make the new Notice effective for all protected health information maintained by us.

Copies of any revised Notices will be mailed to plan sponsors for distribution to the members then covered by the plan. You have the right to request a paper copy of the Notice, although you may have originally requested a copy of the Notice electronically by e-mail.

USES AND DISCLOSURES OF YOUR PERSONAL HEALTH INFORMATION

Authorization

Except as explained below, we will not use or disclose your protected health information for any purpose unless you have signed an authorization form. You have the right to revoke an authorization by written request to: Privacy Officer, Nippon Life Insurance Company of America®, P.O. Box 25951, Shawnee Mission, Kansas 66225-5951. Your request will be honored upon receipt by us.

Disclosures for Treatment

We may disclose your protected health information as necessary for your treatment. For instance, a doctor or healthcare facility involved in your care may request your protected health information in our possession to assist in your care.

Uses and Disclosures for Payment

We may use and disclose your protected health information as necessary for payment purposes. For instance, we may use it to process or pay claims, to exercise legal subrogation rights, to perform a Precertification, to determine whether services are for medically necessary, or to perform prospective reviews. We may also forward information to another insurer in order for them to process or pay claims on your behalf.

Uses and Disclosures for Health Care Operations

We may use and disclose your protected health information as necessary for health care operations. For instance, we may use or disclose your protected health information for quality assessment and quality improvement, premium rating (when allowable by law), conducting or arranging for medical review or compliance. We may also disclose your protected health information to another insurer, health care facility or health care provider for activities such as quality assurance or case management. We participate in an organized health care arrangement with your health plan. Your health plan may have its own privacy practices that are not reflected in this Notice. We may disclose your protected health information to your health plan for its health care operations. We may contact your health care providers concerning prescription drug or treatment alternatives.

Other Health-Related Uses and Disclosures

We may contact you to provide reminders for appointments; information about treatment alternatives; or other health-related programs, products or services that may be available to you.

Information Received Pre-enrollment

We may request and receive from you and your health care providers protected health information prior to your enrollment under the group policy. When allowable by law, we may use this information to determine rates. If you do not enroll, we will not use or disclose the information we obtained about you for any other purpose. Information provided on enrollment forms or applications will be utilized for all coverages being applied for, some of which may be protected by the state privacy laws.

Genetic Information

We will not use or disclose any genetic information we obtain about you in any regard, including underwriting purposes.

Business Associate

Certain aspects and components of our insurance services are performed by outside vendors known as 'Business Associates.' Business Associates are under an independent duty to safeguard your privacy. Additionally we require them to sign a Business Associate Agreement, which is a contract to adhere to our privacy practices.

Plan Sponsor

We may disclose your protected health information to the plan sponsor, provided that the plan sponsor certifies that the information will be used and maintained in a compliant confidential manner and will not be utilized or disclosed for employment-related actions or decisions or in connection with any other benefit plan of the plan sponsor.

Family, Friends and Personal Representatives

With your approval, we may disclose to family members, close personal friends, or another person you identify, your protected health information relevant to their involvement with your health care or paying for your care. If you are unavailable, incapacitated, or involved in an emergency situation, and we determine that a limited disclosure is in your best interests, we may disclose your protected health information without your approval. We may also disclose your protected health information to public or private entities to assist in disaster relief efforts.

Other Uses and Disclosures

We are permitted or required by law to use or disclose your protected health information, without your authorization, in the following circumstances:

- For any purpose required by law;
- For public health activities (for example, reporting of disease, injury, birth, death or suspicion of child abuse or neglect);
- To a governmental authority if we believe an individual is a victim of abuse, neglect or domestic violence;
- For health oversight activities (for example, audits, inspections, licensure actions or civil, administrative or criminal proceedings or actions);
- For judicial or administrative proceedings (for example, pursuant to a court order, subpoena or discovery request);
- For law enforcement purposes (for example, reporting wounds or injuries or for identifying or locating suspects, witnesses or missing people);
- To coroners and funeral directors;
- For procurement, banking or transplantation of organ, eye or tissue donations;
- For certain research purposes;
- To avert a serious threat to health or safety under certain circumstances;
- For military activities if you are a member of the armed forces; for intelligence or national security issues; or about an inmate or an individual to a correctional institution or law enforcement official having custody; and
- For compliance with workers' compensation programs.

We will adhere to all state and federal laws or regulations that provide additional privacy protections. We will only use or disclose AIDS/HIV-related information, genetic testing information and information pertaining to your mental condition or any substance abuse problems as permitted by state and federal law or regulation.

Uses and Disclosures Requiring Authorization

We are required by law to obtain your authorization prior to using or disclosing your protected health information in the following circumstances:

- Uses and disclosures of protected health information for marketing purposes.
- Uses and disclosures that constitute the sale of protected health information.
- Most uses and disclosures of psychotherapy notes.
- Other uses and disclosures not described in this notice will be made only with the individual's written authorization. An individual may revoke an authorization, provided that the revocation is in writing and we have not taken action in reliance upon the authorization.

YOUR RIGHTS

Restrictions on Use and Disclosure of Your Personal Health Information

You have the right to request restrictions on how we use or disclose your protected health information for treatment, payment or health care operations. You also have the right to request restrictions on

disclosures to family members or others who are involved in your care or the paying of your care. To request a restriction, you must send a written request to: Privacy Officer, Nippon Life Insurance Company of America, PO Box 25951, Shawnee Mission, Kansas 66225-5951. We are not required to agree to your request for a restriction. If your request for a restriction is granted, you will receive a written acknowledgement from us.

Receiving Confidential Communications of Your Personal Health Information

You have the right to request communications regarding your protected health information from us by alternative means (for example by fax) or at alternative locations. We will accommodate reasonable requests. To request a confidential communication, you must send a written request to: Privacy Officer, Nippon Life Insurance Company of America, P.O. Box 25951, Shawnee Mission, Kansas 66225-5951.

Access to Your Protected Health Information

You have the right to inspect and/or obtain a copy of your protected health information we maintain in your designated record set, with some exceptions. To request access to your information, you must send a written request to: Privacy Officer, Nippon Life Insurance Company of America, P.O. Box 25951, Shawnee Mission, Kansas 66225-5951. A fee may be charged for copying and postage.

Amendment of Your Protected Health Information

You have the right to request an amendment to your protected health information to correct inaccuracies. To request an amendment, you must send a written request to: Privacy Officer, Nippon Life Insurance Company of America, P.O. Box 25951, Shawnee Mission, Kansas 66225-5951. We are not required to grant the request in certain circumstances.

Accounting of Disclosures of Your Protected Health Information

You have the right to receive an accounting of certain disclosures made by us after April 14, 2003, of your protected health information. To request an accounting, you must send a written request to: Privacy Officer, Nippon Life Insurance Company of America, P.O. Box 25951, Shawnee Mission, Kansas 66225-5951. The first accounting in any 12-month period will be free; however, a fee may be charged for any subsequent request for an accounting during that same time period.

Complaints

If you believe your privacy rights have been violated, you can send a written complaint to us at Grievance Coordinator, Nippon Life Insurance Company of America, P.O. Box 25951, Shawnee Mission, Kansas 66225-5951 or to the Secretary of the U.S. Department of Health and Human Services. There will be no retaliation for filing a complaint.

If you have any questions or need any assistance regarding this Notice or your privacy rights, you may call Nippon Life Insurance Company of America at: English and Non-English (800) 374-1835; Japanese (800) 971-0638; or Korean (877) 827-8713.



Notice of Privacy Practices for Non-Public Personal Information (Gramm-Leach-Bliley and State Laws)

PROTECTING YOUR PRIVACY

Nippon Life Insurance Company of America ("Nippon Life Benefits") is committed to protecting the information you share with us and is required by law to maintain the privacy of your personally identifiable information. The types of personal information that we collect and share depends upon the product or service you have with us. This information may include medical and/or financial information e.g. your social security number, your date of birth, and health data. This Privacy Statement will explain the type of information we collect, how we use that information, and how we protect that information for all of our members.

HOW WE COLLECT INFORMATION

We collect data about you as we do business with you. Our claims adjudication processes require that we obtain information. Some of the sources of this data are as follows.

- **Information we obtain when you apply or enroll for products or services:** You may provide facts such as your name; address; social security number; salary; and, when applicable, medical history.
- **Information we obtain from others:** This may include claim reports, medical records and other information provided by your employer.
- **Information we obtain through our transactions and experience with you:** This includes information through claims submitted to our company from healthcare providers.
- **Information we obtain through the Internet:** This includes data from online forms you complete. It also includes data we collect when you visit our websites.

HOW WE SHARE INFORMATION

We may use your information for certain purposes including account administration operations.

Claim Payment:

The most common example of how we use or disclose your information is to pay claims for covered services or to provide eligibility information to your providers when you receive treatment.

Healthcare Operations:

Nippon Life Benefits may use or disclose your information for activities like

- (1) underwriting, premium rating or other activities relating to the creation or renewal of insurance contracts (when allowable by law);
- (2) quality assessment and improvement activities such as peer review and credentialing of providers;
- (3) care and disease management activities; and
- (4) data and information systems management.

Business Associates:

In the course of doing business we may share nonpublic personally identifiable financial information with third parties that we hire to assist in the administration of your benefits. These third parties are called 'Business Associates' and they have both an independent obligation to protect your privacy as well as being required to agree in writing in a Business Associate Agreement with us to protect and maintain the confidentiality and security of your information.

With Others:

Nonpublic personally identifiable information may be shared with others for the following reasons. This could include personal information about you or beneficiaries:

- in response to a subpoena,
- to prevent fraud, to comply with inquiries from government agencies or other regulators,
- with other companies with your consent or at your request, or
- as permitted by law.



ACCESS TO RECORDED PERSONAL INFORMATION

Upon your written request, we will provide you access to your recorded personal information which can be reasonably locatable and retrievable within 30 days of the request.

WE PROTECT INFORMATION WE COLLECT ABOUT YOU

We follow strict standards to safeguard personal information. These standards include limiting access to data and regularly testing our security technology.

ACCURACY OF INFORMATION

We strive for accurate records. Please tell us if you receive any incorrect materials from us. We will make the appropriate changes.

MORE INFORMATION

You may write to us if you have questions about our Privacy Notice. Contact our Privacy Officer at:

Nippon Life Benefits
Compliance Department
655 Third Avenue, 16th Floor
New York, NY 10017-9113

Customer Service Contact Information:

1-800-374-1835 (*English*)
1-800-971-0638 (*Japanese*)
1-877-827-8713 (*Korean*)



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
10/19/2023	Curry County Parks Expansion and Department Change	
Time Needed:		
10 minutes		
Financial Impact:	Description and Background:	
TBD	<p>The Curry County Juvenile Department is requesting that County Parks be moved to the Maintenance Department. The recent growth of the parks business, the immediate potential to expand to other locations and additional time required to do this is not feasible through the Juvenile Department. The Maintenance Department is better equipped to cross utilized employees, complete expansion projects and continue to grow county parks as county revenue generator and community recreation sites. Upon the approval of this item, Curry County Juvenile and Maintenance Departments will work together for a successful transfer of duties and management.</p> <p>Facilities Director Buchanan will move to 90% Facilities Maintenance and 10% Parks.</p> <p>Waylon Somers will move to 75% Parks and 25% CSW Juvenile.</p> <p>Park Host Dahl will move into a 20 hours per week Park Reservations position pending approval of a position description and any necessary pre-hire requirements.</p>	
Category:		
<input checked="" type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
Requested Motion:		
Approve Curry County Parks move under the management of the Facilities and Maintenance Department effective October 23, 2023.		
Attachments:	Instructions Once Approved:	
1. Order	File Order with County Clerk.	
2. Prior Order	Coordinate with Human Resources to adjust compensation and job descriptions.	
Contact Person – Name and Department:		Date Submitted:
Wendy S. Lang-Parks		10/11/2023

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

**In the Matter of an Order of Assignment of)
County Parks Operations) ORDER NO. _____
)**

WHEREAS, it is the recommendation of Michael E. Fitzgerald, Director of County Operations, that the attached position descriptions be adopted for the following position; and

WHEREAS, the County Parks system requires consistent maintenance and upkeep to ensure that the Parks are safe and enjoyable for residents and visitors; and

WHEREAS, the County Parks system has many opportunities for expansion in the coming future, and a restructure of duties and personnel will be an advantage; and

WHEREAS, it is the recommendation of Wendy Lang, Juvenile Director and current Parks Director, that Charles Buchanan, Facilities Director, assume the duties and additional title of Parks Director, and that the time of Waylon Somers, CSW Juvenile, be split between the Parks Department and Juvenile Department; and

WHEREAS, it is the recommendation of Wendy Lang, Juvenile Director and current Parks Director, that a part time position shall be created and advertised for Park Reservations.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. All duties, obligations, and authorities of the Parks Director position are hereby removed from Wendy Lang and assigned to the Curry County Maintenance Department. Charles Buchanan is designated as Department Head for Curry County Parks. The salary split for this change will be 90% Facilities and Maintenance, and 10% Parks Department.
2. Waylon Somers shall assume the title of Parks and Community Service Manager. The salary split for this change will be 75% Parks Department and 25% Juvenile Department.
3. Staff is directed to create a part-time Park Reservations Assistant position.

DATED this 19th day of October, 2023.

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Brad Alcorn, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

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

In the Matter of Assignment of County)
Parks Operations)
)

ORDER NO. 23057

WHEREAS, the Curry County Parks Coordinator was terminated effective November 3, 2021; and

WHEREAS, the County Parks system requires consistent maintenance and upkeep to ensure that the Parks are safe and enjoyable for residents and visitors; and

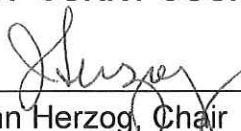
WHEREAS, it is in the best interest of the County that the duties, authorizations, and operations of the Curry County Parks Coordinator are transferred to the Curry County Juvenile Department. Furthermore, Curry County Veterans Services may provide a work agreement to assist in the expansion, maintenance, and development of County Parks.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. All duties, obligations, and authorities of the Parks Coordinator position are hereby assigned to the Curry County Juvenile Department. Wendy Lang is designated as Department Head for Curry County Parks.
2. Curry County Veterans' Services may provide a work agreement to assist in the expansion, maintenance, and development of South County Parks.

DATED this 16th day of March, 2022.

BOARD OF CURRY COUNTY COMMISSIONERS




John Herzog, Chair




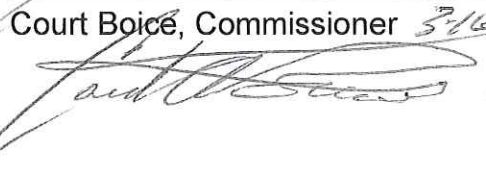
Christopher Paasch, Vice Chair

Approved as to Form:



Anthony Pope, OSB #192939
Curry County Legal Counsel



Court Boice, Commissioner 3-16-22


Christopher Paasch 3-16-22



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
October 19, 2023	Brookings Social Security Bar – Management by County Parks	
Time Needed:		
10 minutes		
Financial Impact:	Description and Background:	
TBD	<p>In 2019, the County applied for DSL permission to manage the Social Security Bar area, in accordance with the planned management of the river access parcel owned by the City of Brookings.</p> <p>Recently, County Parks received approval to manage the Bar. The City of Brookings recently discussed this proposal at a Workshop, and still desires that the County take over the management of the Bar.</p> <p>The Board of Commissioners must make a final decision regarding the Lease, as well as entering into a lease or contract with the City of Brookings for management services and access by County Parks.</p>	
Category:		
<input checked="" type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
<input type="checkbox"/> Public Hearing		
Requested Motion:		
Approve the Lease Agreement with DSL and instruct Director of Operations to proceed with negotiations with the City of Brookings.		
Attachments:	Instructions Once Approved:	
1. Information Packet (DSL, County, City proposals)		
Contact Person – Name and Department:		Date Submitted:
Ted Fitzgerald, DCO		July 13, 2023



Oregon

Tina Kotek, Governor

Department of State Lands

775 Summer Street NE, Suite 100

Salem, OR 97301-1279

(503) 986-5200

FAX (503) 378-4844

www.oregon.gov/dsl

State Land Board

May 31, 2023

Tina Kotek

Governor

JV410VAPP0062277

CURRY COUNTY

ATTN: DIRECTOR WENDY LANG

94235 MOORE ST STE 413

GOLD BEACH, OR 97444

Cheryl Myers

Acting Secretary of State

Tobias Read

State Treasurer

RE: State Special Use Lease 62277-SU

Dear Director Lang:

In 2019, Curry County Parks Dept submitted an application and \$750 fee for a Special Use Lease with the Department of State Lands for a recreational camping facility at Social Security Bar on the Chetco River. The application went through the Public Review Process (11/12/19-12/12/19). Anthony Derock was the Parks staff that was working on this agreement – it was previously sent to him for signature in Sept 2020, and again in Dec 2020. At this time, we still do not have a signed draft authorization back from Curry County Parks Department. I have attached the updated draft lease agreement (dates have been updated to start 6/1/23) and the application that was submitted in 2019. Please feel free to reach out to me if you have any questions about this.

The Department has approved the request for the above special use lease. Enclosed is a copy of the lease applied for to use state-owned lands in Curry County. Now that you have received the enclosed copy, please complete the following steps:

1. **Read the lease document carefully** to ensure that you understand all of the terms and provisions of the lease. If you have any questions concerning the content of your lease, please call us.
2. **Fill in the information required** on the signature page and the Acknowledgement of Tenant. Have the proper authority **sign** the lease where required; and **have the signature notarized**. Do not fill in the date at the top of the page, the Department will when the lease is authorized.

3. **Send the signed and notarized lease to my attention.** It may be returned via email Support.Services@dsl.oregon.gov or a hard copy mailed in. If sending the hard copy, please write the lease number on the outside of your envelope, below your return address. **Mail to: Department of State Lands, 775 Summer Street NE Suite 100, Salem, OR 97301**
4. **We must receive your signed lease within 30 calendar days of the date of this letter.** If for some reason you are unable to meet this deadline, please contact us.

When we receive your lease, the Department will sign it and return a copy to you for your records.

Thank you for your assistance and patience in this process. Please feel free to contact me if you have any questions or concerns.

Sincerely,



Melissa Pelton
Proprietary Coordinator
Southwest Region & Columbia County
melissa.pelton@dsl.oregon.gov
971-599-9153

Enclosure: State Special Use Lease 62277-SU
2019 Special Use Lease application



Special Use Application Form

RECEIVED
Date Received

SEP 25 2019

RECEIVED \$ 750.00
DEPARTMENT OF STATE LANDS
#122689

AGENCY WILL ASSIGN NUMBER

Oregon Department of State Lands Application No. 62277-SU

SEND COMPLETE AND SIGNED APPLICATION TO:

(West of the Cascade Crest)

WESTERN REGION

Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279
503-986-5200
FAX: 503-378-4844

www.oregonstatelands.us

(East of the Cascade Crest)

EASTERN REGION

Department of State Lands
1645 NE Forbes Road, Suite 112
Bend, OR 97701
541-388-6112
FAX: 541-388-6480

☒ New ☐ Renewal ☐ Assignment ☐ Modification ☐ Amendment

1 - APPLICANT INFORMATION

Applicant's Name and Address:

Curry County
94235 Moore St, Suite 122
Gold Beach Oregon 97444

Business Phone: _____

Home Phone: 541-247-3296

Fax: (541) 247-2718

Email Address: Boc_office@co.curry.or.us

Co-Applicant's Name and Address:

Business Phone: _____

Home Phone: _____

Fax: _____

Email Address: _____

Authorized Agent Name and Address:

Josh Hopkins, Parks Director
94235 Moore St, Suite 413
Gold Beach Oregon 97444

Business Phone: 541-247-3386

Home Phone: _____

Fax: 541-247-2718

Email Address: hopkinsj@co.curry.or.us

2 - PROJECT LOCATION

Street, Road or other descriptive location		Legal Description			
		Township	Range	Section	Quarter
Social Security Gravel Bar, approximately 4 miles from US HWY 101 up North Bank Chetco RD.		4013			
In or Near (City or Town)	County	Tax Map #		Tax Lot #	
Brookings	Curry	4013-34 -WATER-00		WATER	
Waterway	River Mile	Other			
Chetco River	3, 3 - 4.3	Map Number 40S13W34			

3 - PROJECT INFORMATION

Activity Type (Check all that apply):

- | | |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Agriculture | <input type="checkbox"/> Scientific experiments |
| <input type="checkbox"/> Communications facilities | <input type="checkbox"/> Sporting and other events |
| <input type="checkbox"/> Wind farms | <input type="checkbox"/> Outfitting and guiding services |
| <input type="checkbox"/> Industrial, business and commercial purposes | <input type="checkbox"/> Motion picture filming and set construction |
| <input type="checkbox"/> Residence and recreational cabins | <input checked="" type="checkbox"/> Other, please describe use: <u>Recreational Camping</u> |
| <input type="checkbox"/> Native seed harvesting | <u>Facility</u> |

Are you aware of any Endangered Species on the project site?

☐ Yes ☒ No

Are you aware of any Cultural Resources on the project site?

☐ Yes ☒ No

Is the project site near a State Scenic Waterway?

☐ Yes ☒ No

If yes, please explain in the project description (Section 4). How will activity impact area and proposed mitigation?

4 - PROJECT PURPOSE & DESCRIPTION

☐ Existing

☒ Proposed

Project Purpose and Need: Establishing the Social Security Bar along the Chetco River as a recreational camping facility. For many years residents living around the Social Security Bar have voiced concerns with public nuisances that take place year round on the property. Illegal dumping, illegal fires, camping, late night partying, and off-road vehicle use have upset and at times overshadowed the peaceful recreational activities of the day. Creating a recreational camping facility with County Park Rules and Regulations being enforced should curb this abusive behavior of this amazing waterway. See attached Proposal for more details.

Project Description: Curry County is looking to gain lease options of both the DSL owned Social Security Gravel Bar, and 1.6 acre City of Brookings owned access point; for creation of a recreational camping facility that outdoor enthusiast of all ages can enjoy. See attached proposal for further details.

Estimated Start Date: 1/01/2020

Estimated Completion Date:

5 - ADDITIONAL INFORMATION

Names, address and phone number for adjacent property owners.

NIELSEN, GORDON & OLGA
98744 N BANK CHETCO RIVER RD
BROOKINGS, OR 97415
(541)469-2853

Has the applicant received any prior authorizations from the Department of State Lands? ☐ Yes ☒ No

If yes, what identification number(s) were assigned: _____

State of Oregon # _____

6 - CITY/COUNTY PLANNING AFFIDAVIT

(to be completed by local planning official)

- ☐ This project is not regulated by the local comprehensive plan and zoning ordinance.
☐ This project has been reviewed and is consistent with the local comprehensive plan and zoning ordinance.
☐ This project has been reviewed and is **not** consistent with the local comprehensive plan and zone ordinance.
☒ Consistency of this project with the local planning ordinance cannot be determined until the following local approval(s) are obtained:

- ☒ Conditional Use Approval ☐ Development Permit
☐ Plan Amendment ☐ Zone Change
☐ Other: _____

An application ☐ has ☒ has not been made for local approvals checked above.

Becky Crockett
Signature of local planning official

Planning Director
Title

Curry County
City / County

9/11/2019
Date

7 - BUSINESS INFORMATION

LIMITED LIABILITY COMPANY: Complete the following

- a) Do you have authority from the Oregon Secretary of State to do business in the State of Oregon? ☐ Yes ☐ No
b) Is the LLC presently in good standing with the Oregon Secretary of State? ☐ Yes ☐ No
c) In what state is the LLC primarily domiciled? _____
d) Is the LLC name and the Oregon business address the same as stated in this application? ☐ Yes ☐ No
If no, state the legal Name: _____

Address:

Street or Box Number

City

State

Zip Code

Additionally, a LIMITED LIABILITY COMPANY must submit the following with the application:

- a) A certified copy of the company's Articles of Organization
b) A copy of the company's operating agreement

CORPORATION: Complete the following:

- a) Do you have authority from the Oregon Secretary of State to do business in the State of Oregon? ☐ Yes ☐ No
b) Is the corporation presently in good standing with the Oregon Secretary of State? ☐ Yes ☐ No
c) In what state are you incorporated? _____
d) Is the legal corporation name and Oregon business address the same as stated in this application? ☐ Yes ☐ No

If no, state the legal Corporate Name: _____

Address:

Street or Box Number

City

State

Zip Code

PARTNERSHIP OR JOINT VENTURE: Complete the following

NAME	BUSINESS ADDRESS	%SHARE	DIVISION

TRUST: Complete the following for each beneficiary of the Trust:

NAME	BUSINESS ADDRESS

OR identify the Trust document by title, document number, and county where document is recorded:

TITLE

DOCUMENT NUMBER

COUNTY

A resolution that the individual designated to sign the lease is authorized to act on behalf of the company in this matter.


**8 - ATTACH ALL THE FOLLOWING FOR APPROVAL:
INCOMPLETE APPLICATIONS WILL BE RETURNED**

- a) A street or highway location map with road directions to the site from the nearest main highway or road.
- b) A legal description of the lease area with an accurate delineation of the area relative to the tax lot boundaries of the upland parcel. (The department may require a survey for this purpose).
- c) A separate drawing of all existing and proposed structures for the lease area. Label each separate activity type stated in Section 3 and show the dimensions of each area by length and width, as stated in Section 3.
- d) Supplemental Attachment: i.e. for Communication Chetco River Social Security Bar Proposal, Public Meetings List, Email Communications with Department of State Lands, Google Map showing directions from Brookings Oregon to Social Security Bar.
- e) Non-refundable application fee of \$750. ✓

9 - APPLICANT SIGNATURE

I hereby request a state authorization for 20 (number) years.

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I understand that the granting of other permits by local, county, state or federal agencies does not release me from the requirement of obtaining the authorization requested before commencing the project. I understand that payment of the required state application fee does not guarantee authorization.


Applicant Signature


Curry County Director of Operations
Title

9/11/19
Date

I appoint the person named below to act as my duly authorized agent.

Josh Hopkins
Print /Type Name

Curry County Parks Director
Title

 9/11/2019
Authorized Agent Signature Date

-4-

CURRY COUNTY

Chetco River Social Security Bar

Proposal

Josh Hopkins, county parks director

6/6/2019



In order to maintain a safe and sanitary experience that recreationist of all ages can enjoy, Curry County is pursuing a lease option for the Department of State Lands owned Social Security Bar along the Chetco River near Brookings Oregon.

Proposal Contents

• Executive Summary	page 1
• Curry County's Goal for the Social Security Bar	2
• Proposed Use Map	3
• Tax Lot Map	4
• Current Signage	5
• Permanent Recreational Campground at Access Point	6
• Cost/Revenue Summary	7
• Letters of Support	8-9

Executive Summary

The Social Security Bar is located on the North Bank of the Chetco River approximately 4 miles from Highway 101. The City of Brookings owns the 1.6 acre access point, and the Department of State Lands (DSL) owns the connected gravel bar. The large gravel bar is enjoyed by many outdoor recreationalists like fishermen, boaters, and swimmers. Currently there are no facilities onsite, and there is no active management of the area.

For many years residents living around the Social Security Bar have voiced concerns with public nuisances that take place year round on the property. Illegal dumping, illegal fires, camping, late night partying, and off-road vehicle use have upset and at times overshadowed the peaceful recreational activities of the day. The City of Brookings has had several workshops on what to do to correct these actions. Over the years numerous ideas like gates, installing a camp host, and cameras have been reviewed. During a May, 2015 Workshop a letter with a petition signed by 35 citizens from the area was presented detailing the issues and requesting a gate.

Complicating the issue is deciding whose jurisdiction enforcement falls to for the area. The access is owned by the City of Brookings, but does not lie within city limits. While it is within the County limits, the Bar is State owned, and sometimes has to wait for Oregon State Police to respond. While combined law enforcement will respond to these areas, the nuisance calls are often after dark when Officers are not readily available. In these cases, as there are no eyes and ears on the property to take down license plates and vehicle descriptions, the people dumping trash and running off-road vehicles all hours of the night often do so without consequence.

In order to continue the conversation on how to best address the concerns of the public, and preserve the recreational beauty of the area, Curry County held a Board of Commissioner (BOC) Workshop in August 2018. Parks Director, Josh Hopkins, presented an idea to the BOC of working with the City of Brookings to gain ownership of the access point to develop a campground facility on and proposed leasing the DSL gravel bar. The City of Brookings had a follow-up City Council Workshop in October 2018 confirming they were interested in exploring this possibility. Curry County had another Workshop in April 2019 where the BOC gave a consensus to work on a proposal for this project. The County Parks Department has been in contact with a DSL representative, who indicated they are open to seeing a proposal.

Curry County is proposing a long term lease of the DSL Social Security Bar. For this lease to be viable Curry County would be seeking the ability to charge for dry RV camping on a section of the Social Security Bar, from May 31st-December 31st season, to offset the operational cost of maintaining the area. The current dollar estimate for ongoing management is \$7,430 annually. Curry County would provide an onsite camp host to help maintain and enforce County Park Regulations, trash service, sanitary restroom facilities, and actively work towards building a campground on the city owned access point, that the county will be pursuing ownership of.

Providing an onsite camp host with the ability to accurately report instances of illegal dumping, fires, parties, and off-road vehicles is expected to quickly curb these actions. This type of joint partnership restores the public trust in its government organization's ability to collaborate and protect the recreational lands placed aside for their enjoyment. The main goal is to provide a safe and sanitary experience that recreationist of all ages can enjoy.

Curry County's Goals for the Social Security Bar

Insure and maintain public access

Create and maintain a public facility that promotes safe and sanitary outdoor recreational activities

Stop illegal dumping

Stop and regulate current illegal camping

Stop illegal campfires, late night partying, and the public nuisances the area is known for



Proposed DSL Property Use Maps for County Management



Above- The property area in interest is the Social Security Bar, its boundary is marked in red. Orange line separates the proposed Day Use Only Area from RV Camping Area.

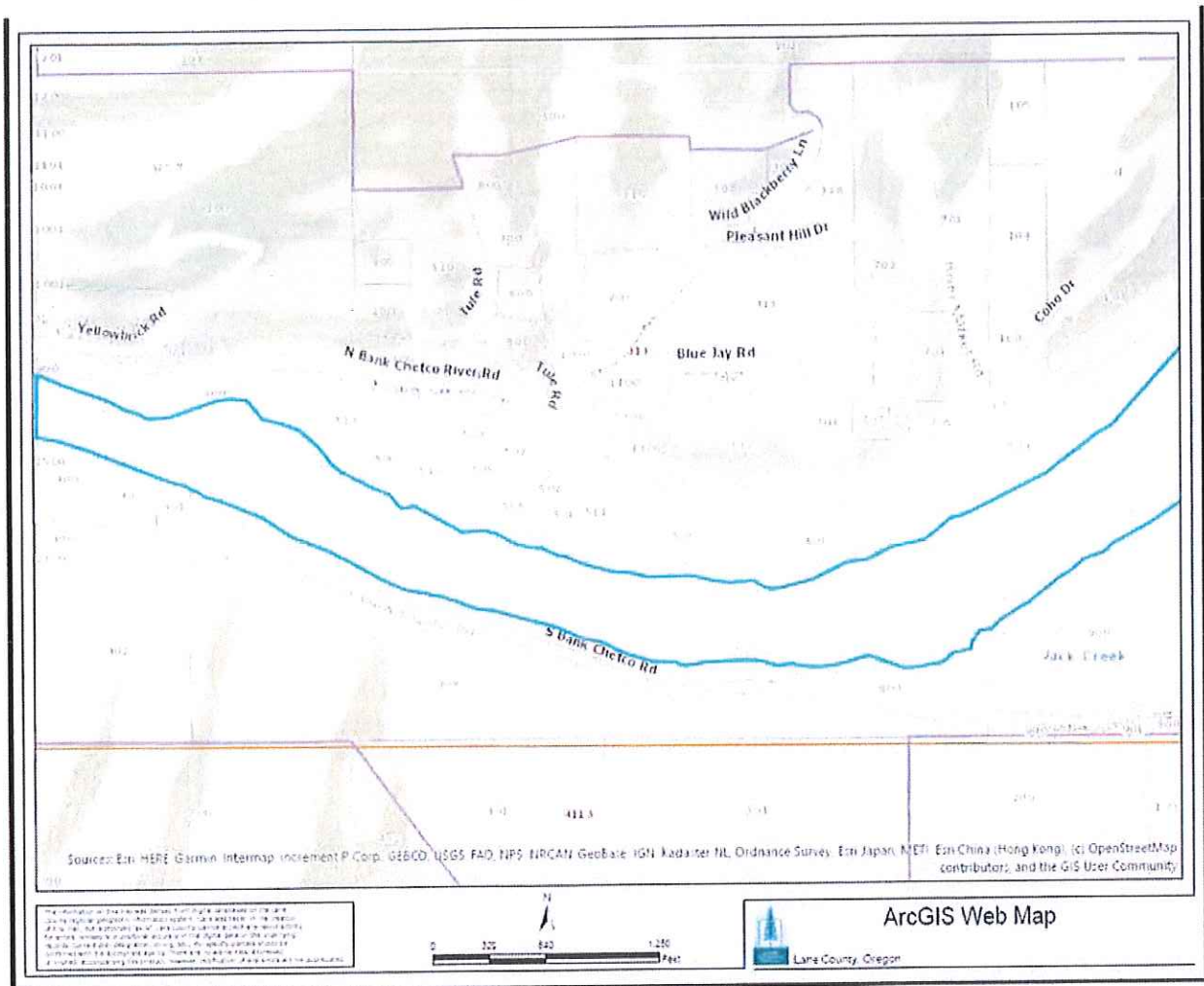


Above- Closer view of proposed Day Use Only Area (1) and RV Camping Area (2). Having a Day Use Only section will help insure public access, and cause less impact on neighbors as the dry RV camping will be away from their view. The dry RV camping on the DSL property is intended to offset the County's management cost.

where Access to day-use

Tax Map

The Social Security Bar is listed in the Curry County GIS system as being Maptaxlot number: 4013-34 -WATER-00 shown below outlined in blue. The City of Brookings access point is Taxlot number 503, property ID R25575, approximately 1.6 acres in size.



Signage

This is the current signage at Social Security Bar. After a deal is final with the City of Brookings, Curry County Parks would update the verbiage stating something similar to “Curry County Parks Presents, DSL’s Social Security Bar Day Use and Campground.” We would clearly list the camping season May 31st-December 31st, and the relevant rules and regulations on the sign.



Permanent Recreational Campground at Access Point

Below is an example of what kind of campground could be built on the City of Brookings owned access point that Curry County is seeking ownership of. This is only an example, and the County would look to limit the spaces built to possibly 12 campsites. Allowing for seasonal dry RV camping on the gravel bar is important as it provides the funds for developing a year round campground off the bar. A proposed time frame would be as follows: Year one; establish a camp host site at the access point, trash services, temporary restroom facilities, and charge for dry recreation vehicle bar camping. Year Two; have designs and Master Development Plan for campground created. Year three; establish permanent restroom facilities at access point. Year five; establish and build camping facilities on the access point.



Estimated Annual Cost Summary

Year Round Camp Host- \$3600.00yr

1 Cubic yard trash weekly- \$143.95/mo, expected for June-Sept, then 4 Cubic as needed at \$145per call. \$1200.00yr

Temporary sani-cans bi-weekly- Standard \$90/mo, during peak season would want at least two of each. \$1440.00yr

Camp Host Septic- \$98 pumps or possibly purchase 250gal holding tank. \$890.00yr

Janitorial Supplies- \$300.00yr

Current total estimate- \$7430.00 annually

Comparable Estimated Revenue

Currently gravel bar camping is allowed at three Forestry Campgrounds approximately 10 miles up the Chetco River from the Social Security Bar. Below is a yearly revenue table, not taking into account large fire years.

Gold Beach Ranger District Bar Camping:

	2013	2014	2015	2018
Redwood:	\$10,567	\$12,005.50	\$7,743.00	\$8,651.50
Miller:	\$3,994.73	\$3,735	\$4,257.75	\$6,230.30
Nook:	\$6,227.90	\$6,079	\$6,185.68	\$8,596
Total:	\$20,789.63	\$21,819.50	\$18,186.43	\$23,477.80

As the Social Security Bar is larger, has a better location, and will have a longer season, this facility is expected to generate more revenue than the comparables listed. Allowing for seasonal dry RV camping on a section of the bar is essential. It allows the revenue collected to be available for offsetting the operational cost, and funds the development of a permanent campground on the city owned access point.

To Whom it may Concern,

I am writing you to express my support to rid the neighbors of the noise abuse and countless parties motorcycles driving 90 miles an hour, homelessness and feces , needles, nails, garbage fires and countless other problems we have endured for years.

The response from all involved has always been to point the finger at each other and say it's nobody's fault.

Countless sleepless nights calling the curry county sheriff's dept. to be told there is nothing they can do . No sheriff or state police available.

I'm thrilled to hear an answer finally! Something to benefit everyone the county putting a park in, campground, and a park host, This is a wonderful idea. The land will be treasured and cared for the way it should be. Land this beautiful should not be trampled and treated like garbage it should be respected and viewed as a treasure given to us to use and to leave in the same condition if not better.

Please understand I am not an environmentalist I have lived here since 1972 on the Chetco and believe change is good when it betters things a campground would give us a chance for peace and other people visiting more opportunities for places to camp and enjoy are lovely river . This is a golden idea that is a win win.

Sincerely,
Teresa Rice (Rush)

To: Curry County Parks Department
From:
Gordon and Olga Nielsen

7/25/2018

This letter is in support of the development and maintenance of a campground on the Social Security Bar. We feel that this would be a major improvement to the area.

We moved to Brookings several years ago because of the location and the beauty of the area. Before we moved, we had visited multiple times and enjoyed all of the tourist attractions and campgrounds in Curry County. We were impressed with the cleanliness of the facilities. We ended up buying a home and business above the Social Security Bar. Shortly after we moved, we were very disappointed to find out that this area was used as a partying place and dumping ground by irresponsible individuals. The sheriff's department is currently in charge of patrolling the ramp and the Bar. We realize that they are short staffed and cannot give the Social Security Bar the attention that is needed. Something, however, needs to be done about the dumping, littering, and crime on the river. It seems as if developing this area into a campground with a camp host to watch over things is the solution.

We would like to describe more specifics about some of the things that are taking place on the ramp and the Bar. First of all, things such as an old HVAC unit the size of a refrigerator has been dumped on the west end of the Bar and an old broken dryer has been dumped in the bushes on the east end of the Bar. Also, as we are writing this letter, another two bags of yard trash were added to the four that we found two days ago. Yard maintenance trash is dumped on the river bar constantly. This is in addition to the regular garbage we are picking up and throwing away with our own trash. We routinely find McDonalds dishes, cups, fishing lines with hooks on them, paper, boxes, beer cans, plastic bottles and broken pieces of glass. Very often groups of people come to the river at night and stay there screaming, playing very loud music way beyond the time they are allowed to be there. They also start fires relatively close to the brush even during "no fire" seasons. We find many of these fires still burning in the morning when we walk our dog. RVs and trailers as well as cars stay on the Bar overnight even though it is not legally allowed.

In conclusion, we believe that if the County would consider setting up a campground on the territory of the Social Security Bar, it would change the above mentioned dynamics instantly. It would not only clean the place up and preserve its natural attraction for tourists and for the residents, but it would also discourage the illegal activity that is taking place in the area. Besides the other advantages listed above, this could be a good source of revenue for the County. Our desire is to make Brookings a better and more attractive place which will bring benefit to everyone involved.

Thank you for your consideration of this matter.

Sincerely,
Gordon and Olga Nielsen.

Owners of Steevens Storage
98744 N.Bank Chetco River Rd.
Brookings, OR 97415
Phone number (541)469-2853

**STATE OF OREGON
DEPARTMENT OF STATE LANDS
UPLAND LEASE AGREEMENT**

62277-SU

THIS LEASE AGREEMENT (the "Lease") is made and executed between the STATE OF OREGON, acting by and through the Oregon State Land Board and the Department of State Lands ("Landlord"), and Curry County, ("Tenant").

**ARTICLE 1
Definitions**

Anniversary Date means the date which occurs annually each year during the Term of the Lease on the anniversary of the Commencement Date.

Approved Use. "Approved Use" or "Approved Uses" means a use of the Premises described in Section 5.1 or to which Landlord has given written consent.

Cancellation Notice. "Cancellation Notice" means written confirmation of cancellation of the Lease.

Commencement Date. "Commencement Date" means the last date upon which this Lease is executed by the Landlord or Tenant, or as specified in Section 3.1.

Construction Work. "Construction Work" means any grading or excavating for, or the building or demolition of, an Improvement on the Premises performed by or for Tenant, but not including the removal of aggregate or related site grading performed in Tenant's normal course of business.

Contractor. "Contractor" means a licensed, bondable, reputable contractor selected by Tenant or any Subtenant in accordance with the terms of this Lease under Section 7.2.

Design Professional. "Design Professional" means a suitably qualified and experienced architect or engineer licensed to practice as such in the State of Oregon.

Governmental Authority. "Governmental Authority" means any Federal, State or local jurisdiction that exercises authority over the Premises or the activities of Tenant. For the purposes of this Lease, Governmental Authority includes Tenant.

Hazardous Materials. "Hazardous Materials" means any material regulated by federal or state environmental protection laws or any material that may pose a threat to human health or the environment, including without limitation, hazardous substances, pesticides, herbicides, or petroleum products.

Impositions. "Impositions" means all taxes, assessments, fees and other special or general charges assessed against the Land by a taxing body or regulatory authority.

Improvements. "Improvements" means all buildings, structures, fixtures, fences, interior roads, garages, parking lots, fountains, utility installations, excavations, surfacing, water banks or channels, landscaping, grading and plantings which are currently located on the Premises and, following completion, all construction work to be performed on the Premises by Tenant or at Tenant's direction or under Tenant's authority in accordance with this Lease, and applicable codes and ordinances.

Institutional Lender. "Institutional Lender" means a commercial provider of financing in the form of mortgages or loans secured by one or more deeds of trust.

Insurance Trustee. "Insurance Trustee" means a neutral third party appointed by Landlord and Tenant for the purpose of holding and disbursing insurance proceeds following a casualty loss.

Land. "Land" means the Landlord-owned real property situated in the County of Curry, State of Oregon, more particularly described in Exhibit A, attached hereto, that is the subject of the Lease.

Landlord. "Landlord" means the State of Oregon, acting by and through its Department of State Lands, or its successors and assigns.

Late Payment Rate. The "Late Payment Rate" means the maximum rate of interest permitted by applicable law after a default, such rate not to exceed nine (9) percent annually.

Lease. "Lease" means this Lease Agreement together with all Exhibits attached hereto. This Lease is subject to:

- a) all applicable state and federal statutes, rules, and regulations in effect on the Commencement Date of this Lease, and insofar as is constitutionally permissible, and
- b) all statutes, rules, and regulations which become effective after the Commencement Date of this Lease.

Lease Year. "Lease Year" means a year of 365 days (366 days in a leap year) commencing on the Commencement Date and each subsequent Anniversary Date.

Leasehold Mortgage. "Leasehold Mortgage" means any mortgage, deed of trust, or other security instrument encumbering Tenant's leasehold estate created hereby and which is in favor of an Institutional Lender.

Leasehold Mortgagee. "Leasehold Mortgagee" means the holder, trustee or beneficiary of a Leasehold Mortgage who is an Institutional Lender.

Annual Rent. "Annual Rent" means the rent specified in Section 4.1, due and payable on the Lease anniversary date during the Term of the Lease.

Person. "Person" means any entity, whether an individual, trustee, corporation, partnership, trust, unincorporated organization or otherwise.

Premises. "Premises" means Tenant's leasehold interest in the Land and any Improvements situated thereon.

Tenant. "Tenant" means Curry County and Tenant's successors and assigns hereunder.

Term. "Term" means the period of time during which the Lease shall be in effect, as described in Sections 3.1.

Unavoidable Delay. "Unavoidable Delay" means delay due to strikes, lockouts, acts of God, unavailability of labor or material, embargoes, war, enemy action, civil commotion, fire, windstorm, flood, explosion, earthquake, unavoidable casualties, building or use moratorium imposed by applicable Governmental Authority, activities necessary to remediate any environmental condition of the Premises not caused by Tenant, or other similar causes beyond the reasonable control of Tenant, including any delay caused by the act or omission of Landlord.

Utilities. "Utilities" means all services and public utilities delivered to, provided for, or consumed on the Premises, including, without limitation, such services as janitorial and garbage pick-up and such utilities as natural and propane gas, water, sewer, storm sewer, electricity, cable television, and telephone and telefacsimile services.

Work. "Work" means all construction work, development and improvements to the P remises to be performed by or on behalf of Tenant.

ARTICLE 2

Lease of the Premises

2.1 **Demise.** Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the Premises described in Exhibit A. PROVIDED, HOWEVER, that the Premises shall at all times during the term of this Lease be subject to the rights of Landlord and to the limitations on uses set out in this Lease. Landlord also specifically reserves the right to use all access roads and easements, and to use the Premises as necessary to access that portion of said property that is not subject to this Lease.

2.2 **Sale of Premises.** Landlord reserves the right to sell Landlord's Fee Interest in all or any part of the Land at any time during the term of this Lease. Any such sale or sales of the Land shall be made subject to Tenant's rights under this Lease.

2.3 **Encumbrances; Reservation of Rights.** This Lease is subject to the following matters to the extent that they affect the Premises:

- a) Any lien, charge, claim or other encumbrance whether of record or not, to the extent valid and subsisting and affecting the Premises;
- b) The effect of all present building restrictions and regulations and present and future zoning laws, ordinances, resolutions and regulations and all present ordinances, regulations and orders of all boards, bureaus, commissions and bodies and any county, state or federal agency, now having, or hereafter having acquired, jurisdiction of the Premises and the use and improvement thereof, including, but not limited to, Curry County's zoning ordinance and plans;
- c) The condition of the Premises on the Commencement Date;
- d) All taxes (including local improvement rates), duties, assessments, special assessments, water charges and sewer rents and any other Impositions, accrued or unaccrued, fixed or not fixed;

e) Any facts and any current violations of law, ordinances, orders or requirements that might be disclosed by an accurate physical survey, or an examination and physical inspection or search of the Premises by any Governmental Authorities, as the same may exist on the Commencement Date; and

f) Landlord's reserved right to locate, construct, install, and maintain sewers, utility lines, dredge pipes, transit tubes, telecommunications lines, and similar installations or facilities in, on, under, over or across the Premises, and, further, Landlord's right to grant to third parties, rights of way, easements, or other rights to come on, move under, over, or across, gain access to, or otherwise use the Premises during the term of this Lease provided, that said Landlord's reserved right shall not unreasonably interfere with the right of quiet enjoyment of the Tenant and any Subtenant, and that Landlord shall provide reasonable prior notice in the event Landlord intends to exercise said reserved right.

2.4 Tenant's Waiver of Claims.

a) Tenant hereby acknowledges that it has had the opportunity to undertake all inspections and investigations of the Premises as it deems necessary; has requested of Landlord, and has reviewed, all reports, studies and investigations of the Premises as it deems necessary, and has otherwise undertaken such due diligence as it deems appropriate with respect to the Premises. Tenant acknowledges that it is leasing and accepts the Premises and the Improvements on an "As Is" and "Where Is" basis. Tenant acknowledges and agrees that Landlord has not made nor is Tenant relying upon any representations or warranties made with respect to the Premises, including but not limited to, the condition of the Premises, the use(s) to which the Premises may be put or for which the Premises may be developed.

b) Tenant hereby releases and waives claims against Landlord, its officers, public officials, employees, agents or contractors for injury or damage to person, property, or business sustained in or about the Premises by Tenant, its agents, employees, invites, customers, or other occupants or users of the premises, which injury or damage results from any act, neglect, occurrence, or condition (including pre-existing conditions) in or about any Improvement or the Premises, unless such damage is caused by Landlord, its officers, public officials, employees, agents or contractors.

2.5 Indemnity.

a) *Landlord's obligations.* To the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and subject to ORS Chapter 180, Landlord shall indemnify, defend and hold harmless Tenant, its managers, employees, agents and invitees, from all claims, suits, actions and proceedings by third parties (collectively "Claims") (including reasonable attorneys' fees and expenses incurred in connection with such Claims) for personal injury, death or property damage occurring in, on or about the Premises, to the extent such injury or damage is caused by Landlord's gross negligence or intentional or reckless misconduct.

b) *Tenant's obligations.* To the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and subject to ORS Chapter 180 (to the extent such provisions of the Oregon Constitution, the Oregon Tort Claims Act and ORS Chapter 180 are applicable to Tenant), Tenant shall indemnify, defend and hold harmless Landlord, its directors, managers, employees, agents and invitees, from all Claims (including reasonable attorneys' fees and expenses incurred in connection with such Claims) for personal injury, death or property damage occurring in, on or about the Premises, to the extent such injury or damage is caused by Tenant's gross negligence or intentional or reckless misconduct.

2.6 **Landlord's Waiver of Claims.** Landlord hereby waives and releases Tenant, its officers, employees, agents or contractors from any and all liability, claims and damages of any type or kind that are caused by or are the proximate result of the acts or omissions of Landlord, its officers, employees or agents, except to the extent that the liability, claims or damages are related to or arise out of activities or omissions by Tenant, its agents, employees, or contractors.

ARTICLE 3

Term

3.1 **Term and Early Termination.** This Lease will continue for a period of 20 years commencing on June 1, 2023, the month and date of which will be known as the "Commencement Date" and expiring on May 31, 2043, unless terminated earlier as provided under Section 13.

ARTICLE 4

Rent

4.1 **Commencement.** Tenant shall provide in-kind services as Annual Rent as soon as possible but no later than one (1) year after Commencement Date.

4.2 **In-Kind Services In-Lieu of Annual Rent.** Commencing as soon as possible but no later than one (1) year after Commencement Date, except as otherwise provided herein, Tenant shall provide in-kind services without any abatement, offset, or deduction:

- a.) Year-Round Camp Host
- b.) Trash Services at a level sufficient to manage generated waste amounts
- c.) Restroom Facilities at a level sufficient to manage public needs
- d.) Litter Pickup at a frequency sufficient to maintain the site in a clean and sightly condition

4.3 **Terms for in-kind services.** All services being performed in lieu of Annual Rent will be conducted continuously throughout the duration of this authorization.

4.4 **No Partnership and No Principal-Agent Relationship.** Nothing in this Lease shall be construed to render Landlord in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Landlord and Tenant, nor shall the Lease be construed to authorize either to act as agent for the other except as expressly provided to the contrary herein. Further, Tenant is not an "officer," "employee," or "agent" of Landlord, as those terms are used in ORS 30.265.

ARTICLE 5

Uses of the Premises

5.1 **Approved Uses.** The Premises shall be improved, used and maintained by Tenant as a day use/dry RV camping facility and in compliance with the conditions set forth in attachment 1. Tenant shall ensure that any use of the Premises complies at all times during the Term with all applicable laws and regulations, including but not limited to all building restrictions and regulations, zoning laws, ordinances, resolutions, regulations and orders of all boards,

bureaus, commissions and bodies and any county, state or federal agency, now having, or hereafter having acquired, jurisdiction of the Premises and the use and improvement thereof.

5.2 **No Impairment of Reversionary Rights.** Tenant shall not suffer or permit the Premises, or any portion thereof, to be used by the public, as such, in a manner which would permit a claim or claims of:

- a) adverse usage or adverse possession by the public, as such, or
- b) implied dedication of the Premises or any portion thereof to the public, as such. Any easements, dedications or other similar rights or obligations created or granted by Tenant shall affect only Tenant's leasehold estate in the Premises and shall not encumber or affect the Landlord's Fee Interest without Landlord's prior written consent.

5.3 **No Use in Violation of Law.** Tenant will not use or allow the Premises or any part thereof to be used or occupied for any purpose other than a use stated in Section 5.1 or, notwithstanding Section 5.1, for any unlawful purpose or in violation of any certificate of occupancy or certificate of compliance covering or affecting the Premises, or any part thereof, and Tenant will not suffer any dangerous condition to exist on the Premises or any part thereof unless appropriately safeguarded, and Tenant will not do or suffer to be done any act on the Premises which, in law, constitutes a nuisance, public or private (except that the development and/or continued use of an aggregate processing plant and associated buildings shall not constitute a private nuisance), or which may make void or voidable any insurance then in force with respect thereto.

ARTICLE 6

Taxes and Utilities

6.1 **Payment of Impositions.** In addition to the Annual Rent required to be paid under this Lease, Tenant shall pay or cause to be paid, and Tenant hereby agrees to pay, Tenant's share of all Impositions falling due or applicable during the Term of the Lease and any extended term, if applicable. Any and all Impositions and installments of Impositions required to be paid by Tenant under this Lease shall be paid by Tenant before each such Imposition or installment becomes delinquent and a true and correct copy of the official receipt for the payment of such Impositions shall be delivered to Landlord within fifteen (15) calendar days after the date such Impositions would be delinquent as provided by law. The payment of Impositions and all other sums required to be paid by Tenant under this Lease shall constitute additional rent.

ARTICLE 7

Construction

7.1 **Conditions to Construction.** Prior to commencement of any Construction Work for any Improvements started after the Commencement Date of the Lease, and before any building materials have been delivered to the Premises by Tenant or under Tenant's direction or authority, Tenant shall comply with all the following conditions or obtain Landlord's written waiver of the condition or conditions specified in the waiver:

- a) **Preliminary Plans.** Tenant shall deliver to Landlord for Landlord's reasonable approval, one (1) set of preliminary construction plans and specifications

(Preliminary Plans) at least sixty (60) calendar days prior to the proposed date for commencing the Construction Work.

The Preliminary Plans shall be prepared by a design professional or engineer licensed to practice as such in Oregon. The Preliminary Plans shall include, as applicable, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, locations of ingress and egress to and from public thoroughfares and the curbs, gutters, parkways, street lighting, storage areas, plazas, public areas and landscaping and all other items customarily required by construction lenders to be included in plans and specifications for similar projects located in Curry County.

b) **Final Plans.** Upon approval of Landlord, which approval shall not be unreasonably withheld, the Preliminary Plans shall be designated the "Final Plans" and shall serve as the basis for the Construction Work.

c) **Building Permit.** Tenant shall, at its own cost and expense:

i. cause the Final Plans, or such appropriate parts thereof as may be necessary, to be filed with the appropriate governmental agencies ("Building Department"); and

ii. as a condition to commencing any phase of construction for which a permit is necessary, obtain such permits.

Promptly after issuance, a copy of each permit shall be delivered to Landlord. After such permit or permits are issued based upon the plans previously approved by Landlord, Tenant shall, at Tenant's sole cost and expense, proceed with diligence and continuity to carry out the Construction Work in accordance with the Final Plans and the requirements of all applicable governmental agencies. Landlord agrees, if requested by Tenant, to join in any request for authorization or application in connection with Tenant's performance of the Construction Work on the Premises or conducting business thereon at no cost to Landlord. Tenant may deliver working drawings and plans to any governmental body, or Institutional Lender, in connection with its application for a building permit or other permits provided that the same are first delivered to Landlord for approval as herein provided.

7.2 **Contractor.** All Construction Work shall be performed by licensed, bondable, reputable Contractors registered with the Construction Contractors Board as required in ORS chapter 701.

7.3 **Compliance With Law and Quality.** The Construction Work shall be performed in accordance with all statutes, ordinances, regulations, and orders of all federal, state, county, or local governmental agencies or entities having jurisdiction over Construction Work, the Premises, and the Improvements. All Construction Work performed on the Premises pursuant to this Lease, or authorized by this Lease, shall be done in a good and workmanlike manner, and only with materials of good and durable quality.

7.4 **Completion.** Tenant shall cause all Construction Work to be diligently pursued without unnecessary interruption.

7.5 **Inspection.** Landlord shall have the right, but not the obligation, to inspect the Premises in relation to the Construction Work at all reasonable times during normal business hours, upon reasonable prior notice to Tenant. Landlord's inspections shall not unreasonably interfere with the progress of such Construction Work. This Section shall in no way control any

right of governmental inspection necessary and permitted under applicable codes and ordinances.

7.6 **Tenant's Construction Indemnity.** Tenant hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatever to all persons, whether employees or otherwise, and to all property, arising from the performance of the Construction Work whether on the Premises, on adjacent property or on surrounding or nearby public streets; and to the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and subject to ORS Chapter 180 (to the extent such provisions of the Oregon Constitution, the Oregon Tort Claims Act and ORS Chapter 180 are applicable to Tenant), Tenant shall defend, indemnify and hold harmless Landlord, its directors, managers, employees, agents and invitees, from all Claims (including reasonable attorneys' fees and expenses incurred in connection with such Claims), for personal injury, death or property damages arising from, relating to, or occurring in connection with the Construction Work, excluding any gross negligence or wilful misconduct of Landlord or Landlord's officers, employees, or agents.

ARTICLE 8

Liens and Mortgages

8.1 **No Liens Permitted On Reversion.** Tenant will not create or permit to be created by its acts or omissions or the acts or omissions of its, contractors or subcontractors or to remain, and will discharge, any lien, encumbrance or charge which might be or become a lien, charge, or encumbrance on the fee interest of Landlord or any part thereof and will also discharge any lien levied on account of any Imposition or any mechanic's, laborer's or materialman's lien, mortgage, conditional sale, title retention agreement, security agreement or otherwise which might be or become a lien, encumbrance or charge upon the fee interest of Landlord or any part thereof and which has any priority or preference over or ranks on a parity with the estate, rights and interest of Landlord in the Land or any part thereof; provided, however, nothing herein shall require payment by Tenant of any lien or encumbrance on the Premises created by Landlord's acts or omissions or which is imposed upon Landlord by reason of Landlord's ownership of the fee estate (other than the Impositions) regardless of the tenancy of Tenant and not caused by the acts or omissions of Tenant. Tenant further agrees that Tenant will not, except as in this Lease provided, suffer or create any other matter or thing whereby the reversionary estate, rights and interest of Landlord in the Premises or any part thereof might be impaired; and any Imposition shall, after the same becomes a lien on the Premises, be paid (or contested) by Tenant in accordance with Article 6 hereof, and any mechanic's, laborer's or materialman's lien incurred by Tenant shall be discharged (or contested) in accordance with Section 8.2 below.

8.2 **Mechanic's Liens.** If any mechanic's, laborer's or materialman's lien shall at any time be recorded against the Premises or any part thereof, Tenant shall immediately provide a copy of such claim of lien to Landlord and within twenty (20) business days after notice to Tenant of such lien or claim of lien, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged as herein provided within the period aforesaid, then, in addition to any other right or remedy which Landlord may have under this Lease or otherwise, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to defend

the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of any judgment in favor of the lienor with interest, costs and allowances included in such judgment, and recover such sums plus interest from Tenant.

8.3 **No Implied Consent.** Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Landlord's Fee Interest or any part thereof if not paid.

8.4 **No Encumbrance of Leasehold Interest Without Prior Consent.** Tenant, its successors and assigns shall not encumber the Leasehold interest of Tenant, nor mortgage or grant a security interest in Tenant's interest in this Lease or the Premises or in any Subleases without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

ARTICLE 9

Maintenance and Repairs

9.1 **Maintenance by Tenant.** Throughout the Term of this Lease, Tenant, at its sole cost and expense, will take good care of the Premises and appurtenances thereto and every part of and portion thereof and any sidewalks, parking lots, garages, driveways, walls, concrete aprons, utility systems, piers, curbs and vaults adjoining and/or appurtenant to the Premises and will keep the same in good order and condition, and will make all necessary repairs and environmental remediation, as required by Article 16, thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and unforeseen and foreseen, all to the effect that the Premises shall throughout the term of this Lease be maintained in good condition, less normal wear and tear, suitable for their intended use.

9.2 **Requirements of Governmental Authorities.** At all times during the term of the Lease, Tenant, at Tenant's own cost and expense, shall:

a) Make all alterations, additions, or repairs to the Premises and/or the Improvements required by the terms of any applicable law, ordinance, statute, order, or regulation now or hereafter made or issued by any Governmental Authority; including, without limitation, Title III of the Americans with Disabilities Act of 1990, all regulations issued thereunder and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, as the same are in effect on the Commencement Date of this Lease and as may be hereafter modified, amended or supplemented.

b) Observe and comply with all applicable laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Premises and/or the Improvements by any Governmental Authority;

Tenant's indemnity obligations under Section 2.5(b) include any Claims arising or resulting from Tenant's failure to comply with or perform the requirements of this Section 9.2.

9.3 **No Duties on Landlord.** Landlord shall not be required to furnish any services or facilities whatsoever or to make any repairs or alterations in or to the Premises or the

Improvements. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, development and management of the Premises and the Improvements throughout the entire Term of this Lease.

ARTICLE 10

Ownership of Improvements

10.1 **Ownership of Improvements During Term.** All Improvements at any time constructed on the Premises by Tenant shall be owned by Tenant until expiration of the Term hereof or sooner termination of this Lease as herein provided. Tenant or any successors to their rights shall not remove any Improvements from the Premises nor waste, destroy, or modify any Improvements except as permitted by this Lease. Tenant may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its own cost and expense without approval from Landlord.

10.2 **Ownership at Termination.** Upon expiration or termination of this Lease, Tenant shall remove all structures, fixtures, partitions and personal property within sixty (60) days of the date of termination unless expressly authorized by Landlord in writing.

ARTICLE 11

Insurance

11.1 **Self Insurance.** Tenant is self-insured for liability coverage. Upon Landlord's request, Tenant shall promptly furnish to Landlord evidence of such self-insurance describing its coverage for liability exposures. If, at any time during the Term of this Lease, Tenant ceases to be so self-insured, then it shall immediately procure and maintain insurance pursuant to Sections 11.2 and 11.3.

11.2 **Commercial General Liability Insurance.** Concurrent with the execution of this Lease, Tenant, at Tenant's sole expense, shall procure and shall thereafter maintain in full force and effect throughout the entire Term of the Lease, Commercial General Liability insurance against claims for injury or death to persons or damage to property occurring on or about the Premises with minimum limits of liability of \$100,000.00 combined single limit for each occurrence. Such insurance shall include, but not be limited to, Bodily Injury Liability, Personal Injury Liability, Property Damage Liability, Broad Form Property Damage Liability, Fire Legal Liability, Contractual Liability, Products/Completed Operations Liability, and Liability for Property of Others in the care, custody, and control of Tenant.

The liability insurance shall cover all operations and activities of Tenant including, but not limited to, Tenant's own direct activities on and off the Premises, all construction, repair and improvement activities on and off the Premises and all explosion, collapse, and underground exposures associated with these activities.

11.3 **Insurance Requirements.** All insurance policies required under this Lease shall include these additional provisions, conditions, and requirements:

- a) The Landlord shall be named as additional insured on all policies.
- b) Tenant shall provide Landlord written notice of any cancellation or material modification to the policies purchased by Tenant at least thirty (30) days prior to the effective date of such cancellation or change.

c) Tenant shall provide properly executed Certificates of Insurance to the Landlord at least ten (10) days prior to occupancy of the Premises and prior to commencement of any Construction Work, and thereafter, at least thirty (30) days prior to the effective date of any renewal or replacement policy.

d) At its sole discretion, Landlord may require that true and certified copies of one or more insurance policies be provided to Landlord for its review and retention in its files.

e) All policies of insurance shall be issued by companies licensed or authorized to provide insurance in the State of Oregon. All such policies shall be written by insurance companies that meet or exceed an A rating of A.M. Best Company or for those qualified companies that are not rated by A.M. Best Company a rating equivalent or better than an A.M. Best A rating.

f) If Tenant shall fail or refuse to procure, pay for or keep in force the policies of insurance set forth herein, or to deliver evidence of such insurance to Landlord, Landlord may, at its election, place in force and/or from time to time renew such insurance. All amounts expended for such insurance, together with interest thereon at an annual rate of ten percent (10%) per annum, shall be additional rent due from Tenant to Landlord payable within fifteen (15) days after invoices are delivered to Tenant.

g) Tenant may purchase an Umbrella Liability Policy to provide the limits of coverage specified for Sections 11.2 and 11.3 so long as such policy provides coverage at least as broad as specified for the individual policies, is equivalent or in excess of the limits specified for each individual policy, and the policy applies directly above (without gap in limit of liability) the individual underlying policy.

h) Unless otherwise specifically agreed in writing by the Landlord prior to the effective date of the policy(ies):

i. All liability insurance policies shall be written on an occurrence coverage basis;

ii. All insurance policies shall be non assessable;

iii. All property insurance policies purchased by Tenant shall contain or be endorsed acknowledging that the insurer waives its rights of subrogation against Landlord; and

iv. All insurance policies procured by Tenant shall be primary and non contributing with any insurance that may be carried by Landlord.

i) At the termination of this Lease for whatever reason, in the event Tenant is able to assign to Landlord its right, title, and interest in the insurance policies required to be maintained hereunder, and provided Landlord agrees to such assignment, Landlord shall reimburse Tenant pro rata for all advanced premiums paid on such insurance.

j) All property insurance shall be specifically acknowledged and endorsed by the insurer whereby the insurer agrees to make any and all payments as applicable under said policies payable to Tenant and Landlord jointly.

ARTICLE 12

Mortgaging and Subleasing

12.1 **Leasehold Mortgage.** If Tenant is not then in default under this Lease, Tenant may, with the prior written consent of Landlord and subject to the terms and conditions as may reasonably be imposed, dispose of all or any portion of Tenant's interest under this Lease and the leasehold estate hereby created to any trustee by way of a deed of trust in favor of any Leasehold Mortgagee, for the purpose of creating an encumbrance on such interest.

12.2 **Subleasing.** Subleasing is not allowed under the terms of this lease.

ARTICLE 13 **Tenant's Default**

13.1 **Events of Default/Cure and Termination.** The occurrence of any of the following events shall be an "Event of Default" hereunder:

a) If Tenant fails to pay any installment of Annual Rent or additional rent when and as the same shall become due and payable and, as to any other sums required to be paid by Tenant under this Lease, when and as the same shall become due and payable, and such failure continues for a period of ten (10) calendar days after written notice given by Landlord to Tenant;

b) If Tenant fails to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease and such failure continues for a period of thirty (30) calendar days, after written notice given by Landlord to Tenant;

c) The subjection of any right or interest of Tenant under this Lease to attachment, execution, or other levy, or to seizure under legal process;

d) The appointment of a receiver to take possession of the Premises and/or Improvements or of Tenant's interest in the leasehold estate or of Tenant's operations for any reason, including but not limited to, assignment for the benefit of creditors or voluntary bankruptcy proceedings, but not including receivership:

i. pursuant to administration of the estate of any deceased or incompetent

Tenant or of any deceased or incompetent individual partner of any Tenant, or

ii. pursuant to a Leasehold mortgage, or

iii. instituted by Landlord, the event of default being not the appointment of a receiver at Landlord's instance but the event justifying the receivership, if any;

e) An assignment by Tenant for the benefit of creditors or the filing of a voluntary petition by or against Tenant under any law for the purpose of adjudicating Tenant as bankrupt; or for extending time for payment, adjustment or satisfaction of Tenant's liabilities to creditors generally; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency;

f) Tenant's failure to comply with Hazardous Materials Laws or with any requirement in Article 16;

g) Tenant's failure to procure, maintain or qualify for such insurance as Landlord may from time to time require in accordance with the provisions of Article 11.

13.2 **Notice to Certain Persons.** Landlord shall, before pursuing any remedy, give notice of any Event of Default to Tenant and Leasehold Mortgagees, if any, whose names and mailing addresses were previously given to Landlord.

13.3 **Landlord's Remedies.** If any Event of Default by Tenant shall continue uncured, following notice of default as required by this Lease (if any is required), for the period applicable to the default under the applicable provision of this Lease, Landlord has the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative:

a) **Termination.** Landlord may at its election terminate this Lease by giving Tenant notice of termination.

b) **Right of Reentry and Ejection.** Landlord may reenter, take possession of the Premises and Improvements and eject all parties in possession or eject some and

not others or eject none and may remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

c) **Reletting.** Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use or purpose of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the Lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concessions. Landlord shall be entitled to all rents from the use, operation, or occupancy of the Premises or Improvements or both.

d) **Damages.** Whether or not Landlord cancels, takes possession of or relets the Premises, Landlord has the right to recover its damages, including without limitation, (i) all lost rentals; (ii) all costs incurred by Landlord in restoring the Premises or otherwise preparing the Premises for reletting; (iii) and all costs incurred by Landlord in reletting the Premises; provided that, the amount Landlord may recover that represents damages for lost rental shall be limited to: (i) all rent that was due to the date of termination, plus (ii) all amounts of rent that would have fallen due as rent for the six month period following the date of termination, less (iii) the amounts recovered by Landlord from relettings or attornments, if any, plus (iv) interest on the balance at the Late Payment Rate.

13.4 **Right To Sue More Than Once.** Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages shall bar a later action for damages subsequently accruing.

13.5 **Landlord's Right to Cure Defaults.** If Tenant fails to perform any obligation under this Lease, after the cure period, if any, Landlord shall have the option to so perform after giving written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the Prime Rate from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

13.6 **Remedies Cumulative.** The remedies given to Landlord herein shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Lease.

13.7 **Surrender of Premises.** Promptly after notice of termination, Tenant shall surrender and vacate the Premises and Improvements in broom-clean condition.

13.8 **Waiver of Breach.** No waiver by a party of any default by the other shall constitute a waiver of any other breach or default by the other, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding default by Tenant other than default in the payment of the particular rental payment so accepted, regardless of Landlord's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of rent or any other payment after

termination constitute a reinstatement, extension, or renewal of this Lease or revocation of any notice or other act by Landlord.

ARTICLE 14

Hazardous Materials

14.1 **Use of Hazardous Materials.** Tenant will be responsible for any and all Hazardous Materials that Tenant brings onto the Premises and for any other material the use, generation, manufacture, storage or disposal of which may violate Department of Environmental Quality (DEQ) standards or create a safety or environmental hazard or result in a DEQ violation. Tenant shall keep and maintain the Premises in compliance with any and all laws regulating the use, generation, manufacture, storage and disposal of Hazardous Materials. Tenant shall not cause or permit the use, generation, manufacture, storage or disposal on, under or about the Premises, or the transportation to or from the Premises, of any Hazardous Materials in violation of any law or regulation relating to such Hazardous Material.

14.2 **Tenant's Indemnity Obligations.** Tenant's indemnity obligations under Section 2.5(b) include any Claims arising in any manner whatsoever out of:

- a) a breach of the obligations of Section 14.1; or
- b) the use, generation, manufacture, storage or disposal of Hazardous Materials on, under, or about the Premises after the Commencement Date or during any previous lease of the Premises by Tenant; or
- c) surface migration of Hazardous Materials onto the Premises caused by or arising in connection with activities conducted on or associated with the Premises during the term of this Lease or during any previous lease of the Premises by Tenant.

Tenant's indemnity obligations under this Section 14.2 shall include, but not be limited to: (i) all liabilities, losses, claims, demands, penalties, fines, settlements, damages, response, remediation, closure or inspection costs; (ii) any expenses (including reasonable attorney and consultant fees, investigation expenses, and laboratory and litigation costs) of whatever kind or nature that are incurred by Landlord; (iii) any personal injuries or property damages, real or personal; (iv) any violations of law, orders, regulations, requirements or demands of governmental authorities; and (v) any lawsuit brought or threatened, settlement reached, or government order arising out of or in any way related to the release of Hazardous Materials on the Premises after the Commencement Date or during any previous lease of the Premises by Tenant.

PROVIDED, HOWEVER, that Tenant's indemnity obligations under this Section 14.2 shall not include any liability, damage, loss, costs, and expense suffered by Landlord and resulting from:

- a) Hazardous Materials present in or on or under the Premises as of the Commencement Date unless caused by Tenant or its employees, agents or invites during any previous lease of the Premises by Tenant; or
- b) Hazardous Materials present in or on or under the Premises as of the Commencement Date that migrate, percolate, flow, diffuse, or in any way move within, from or off the Premises after the Commencement Date, unless caused by Tenant, its employees, agents, invites or sublessees during any previous lease of the Premises by Tenant.

The indemnities of Tenant provided in this Section shall survive the expiration or earlier termination of this Lease.

14.3 **Notice.** Landlord agrees to give prompt written notice to Tenant with respect to any suit or claim initiated or threatened to be initiated against Landlord which Landlord has reason to believe is likely to give rise to a claim for indemnity hereunder, and Tenant shall promptly proceed to provide an appropriate defense, compromise, or settlement of such suit or claim at its sole expense; provided, however, that Landlord shall have the right promptly to furnish counsel at Tenant's sole expense to carry out such defense, compromise, or settlement, which expenses, as well as payments in satisfaction, settlement or compromise of such suit or claim, shall be immediately due and payable to Landlord upon receipt by Tenant of an invoice therefor.

14.4 **Remediation by Tenant.** Without limiting the foregoing, if Tenant, its agents, contractors, guests, invites or cause or permit Hazardous Materials to be used, generated, manufactured, stored, disposed of or released on the Premises during the term of this Lease, any extended term, or during any prior occupancy or lease of the Premises by Tenant in violation of any Hazardous Material laws, or (subject to Section 14.5) if Hazardous Materials enter upon the Premises from or through surface migration, Tenant shall promptly take all actions at its sole expense to comply with all laws and regulations governing such use, generation, manufacture, storage, disposal or release of such Hazardous Materials and/or to remediate the condition created by such Hazardous Materials; provided that except in an emergency Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld.

14.5 **Surface Migration.** If surface migration onto the Premises of Hazardous Materials was not caused by and did not arise in connection with activities being conducted on or associated with the Premises during the Term of this Lease or during any prior lease of the Premises by Tenant, and if Tenant is not otherwise responsible for the surface migration, Tenant shall not be obligated to indemnify Landlord under this section for the damages caused by such surface migration, nor shall Tenant be required to bear the cost of remediation related to such surface migration.

14.6 **Disclosure.** Within five (5) business days after the receipt of written notice thereof, Tenant shall advise Landlord and Landlord shall advise Tenant, as the case may be, in writing of:

- a) any and all notices of enforcement or other governmental or regulatory actions pursuant to which cleanup or remediation of Hazardous Materials on the Premises will be required; and
- b) all written claims made by any third party against Tenant or Landlord, as the case may be, or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from Hazardous Materials on the Premises.

14.7 **Inspection.** Landlord and its agents shall have the right, but not the duty, at Landlord's sole cost and expense to conduct reasonable inspections of the Premises, to determine whether Tenant is complying with this Article 14.

14.8 **Governing Provisions for Environmental Matters.** Notwithstanding any other provision of this Lease, this Article 14 and Section 2.5(b) shall supersede and take precedence over all other provisions of this Lease regarding environmental matters including, but not limited to, the scope of indemnification of Landlord by Tenant and the survival of the indemnification provisions contained in this Lease. Nothing in this Article 14 is intended nor shall it limit Landlord's rights in the event of default, as set out in Article 13 of this Lease.

14.9 **Notice of Hazardous Materials; Limitation of Tenant Liability.** Landlord hereby acknowledges that it has made available to Tenant such information as is currently available and known by the Department of State Lands regarding Hazardous Materials existing on the Premises. Tenant shall have no responsibility for remediating any Hazardous Materials existing as of the Commencement Date, except Hazardous Materials that were used, generated, manufactured, stored or disposed of by Tenant or any of its employees, agents or assigns during the term of this Lease or during any prior occupancy or use of the Premises by Tenant, or as required in Section 9.1. Landlord and Tenant agree that any Hazardous Materials pre-existing this Lease or any prior occupancy or use of the Premises by Tenant, whether known or unknown to the parties, that become evident as a result of Tenant's occupancy shall be the sole responsibility of Landlord, and Landlord will be responsible to DEQ for remediation of such pre-existing conditions.

ARTICLE 15

Notices

15.1 Any notice, communication, request, reply or advice, or duplicate thereof (herein severally and collectively, for convenience called "notice") provided or permitted to be given under this Lease to any person, entity, or party, or made or accepted by either party to any other party must be in writing and shall, unless otherwise in this instrument or by law expressly provided, be given or be served by:

- a) depositing the same in the United States mail, postage prepaid, registered or certified mail, with return receipt requested, or
- b) personal delivery service with charges therefor billed to shipper, or
- c) expedited delivery service with charges therefor billed to shipper, or
- d) prepaid telegram, telex or facsimile, all such notices, however given, to be addressed to the party for whom the notice is intended at the address set forth below or at such other address as any party may have designated to any other party in the manner above provided.

Any notice or communication sent as herein provided shall be deemed received:

- a) upon receipt if sent by telegram, telex or facsimile or if personally delivered (provided that such delivery is confirmed by the receiving telex or facsimile operator, including electronic confirmation of receipt, or by the courier delivery service, as the case may be),
- b) three (3) business days after the date of deposit in a post office or other official depository under the care and custody of the United States Postal Service, if sent by United States mail;
- c) on the date of delivery by any expedited delivery service, or
- d) on the date any party declines to accept any notice given as herein provided.

No person or entity who is entitled to notice or is required to be given notice hereunder shall have an address, for the purposes of such notice, which is outside the continental United States; and any such person or entity shall designate an agent for the purpose of receiving notices hereunder whose address is within the continental United States. Any party may change its address for the purposes of receiving notices hereunder by giving notice of such change of address to the other party in the manner required for giving notices pursuant to this Article 15.

If to Tenant:

Curry County
94235 Moore St, Suite 122
Gold Beach, OR 97444

Telephone: 541-247-3296
Fax: 541-247-2718

If to Landlord:

Department of State Lands
775 Summer Street NE Suite 100
Salem, OR 97301
Telephone: 503-986-5200
Fax: 503-378-4844

ARTICLE 16

Surrender of Premises; Holding Over

16.1 **Good Condition.** The Lease shall terminate without further notice at expiration of the Term. On expiration or sooner termination of the Lease, Tenant shall surrender the Premises and, subject to Article 10, the Improvements, and all facilities in any way appurtenant to the Premises, to Landlord in good order, condition and repair, and in as safe and clean condition as practicable, reasonable wear and tear and acts of God excepted, and free and clear of all liens and encumbrances, and Hazardous Materials other than those which have been created by Landlord. Any holding-over by Tenant after expiration of the Lease shall not constitute a renewal or extension or give Tenant any rights in or to the Premises except as otherwise expressly provided in the Lease.

16.2 **Survival.** The provisions of this Article 16 shall survive the expiration or any termination of this Lease.

ARTICLE 17

Miscellaneous

17.1 **Governing Law.** This Lease, and all matters relating to this Lease, shall be governed by the laws of the State of Oregon in force at the time any need for interpretation of or decision regarding this Lease arises.

17.2 **Binding on Successors.** This Lease shall be binding on and shall inure to the benefit of the parties and to the successors, but nothing in this section shall be construed as a consent by Landlord to any disposition or transfer of the Lease or any interest herein by Tenant except as otherwise expressly provided in this Lease.

17.3 **Partial Invalidity.** Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

17.4 **Time of Essence.** Time is expressly declared to be the essence of Tenant's performance of each and every duty and obligation under this Lease.

17.5 **Nonmerger of Fee and Leasehold Estates.** If both Landlord's and Tenant's estates in the Premises or the Improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger except at the express election of the holder of both estates and the consent of each Leasehold Mortgagee of record.

17.6 **Agreement to Act Reasonably.** Except where specifically provided to the contrary in this Lease, in each instance in this Lease where the approval or consent of a party is required, both Landlord and Tenant intend and agree to act reasonably. As used in the foregoing sentence, the term "reasonable" shall not be interpreted as justifying arbitrary action but shall mean an even-handed application of judgment in accordance with all applicable requirements of federal and state law, traditional business policies and practices, industry standards and commercial usage and custom concerning major real estate transactions involving properties similar to the Premises. Except where specifically provided to the contrary, any approval or consent shall not be unreasonably delayed.

17.7 **Joint and Several Obligations.** If Tenant consists of more than one Person, the obligation of all such Persons is joint and several.

17.8 **Captions; Table of Contents.** Any table of contents attached to this Lease and the captions of the various sections of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content or intent of the Lease or of any part or parts of the Lease. This Lease will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Lease, neither this Lease nor any uncertainty or ambiguity herein will be construed or resolved strictly against either party under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

17.9 **Gender, Singular and Plural.** The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires. The singular number includes the plural whenever the context so requires.

17.10 **Exhibits & Attachments.** All Exhibits and attachments to which reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. References to "this Lease" includes matters incorporated by reference.

17.11 **Nondiscrimination and Nonsegregation.** Tenant covenants by and for himself or herself or itself, and for his or her or its heirs, executors, administrators, and assigns, and all persons claiming under or through him or her or it, and this Lease is made and accepted upon and subject to the condition that there shall be no unlawful discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, gender, sexual preference, handicap, marital status, national origin, or ancestry, in the leasing, use, occupancy, tenure, or enjoyment of the Premises herein leased or the Construction Work nor shall the Tenant himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection,

location, number, use, or occupancy, of lessees, contractors, or vendees in the Premises and Improvements herein leased.

17.12 **Quiet Enjoyment.** Landlord covenants that, upon paying the rent and all other charges herein provided for and observing and keeping all covenants and agreements in this Lease on its part to be kept, Tenant shall have the right to occupy the Premises peaceably and quietly in accordance with the terms of this Lease. PROVIDED, HOWEVER, that this covenant of quiet enjoyment is expressly subject to the various encumbrances and reservations of right affecting the Premises and Tenant acknowledges and agrees that its peaceable and quiet possession of the Premises is subject to all encumbrances and reservations of right, whether of record or provided for in this Lease.

17.13 **INDEMNIFICATIONS.** TENANT EXPRESSLY ACKNOWLEDGES AND AGREES TO THE TERMS OF THE INDEMNITY PROVISIONS CONTAINED IN SECTIONS 2.5(b), 7.6, 9.2 AND 14.2 OF THIS LEASE. ALL OBLIGATIONS OF ONE PARTY TO INDEMNIFY THE OTHER PARTY SHALL SURVIVE TERMINATION OR EXPIRATION OF THE LEASE.

17.14 **Execution in Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. For convenience of the parties the signature pages to any counterpart may be detached and reattached to a single counterpart.

17.15 **Inspection.** Landlord shall have the right personally and through Landlord's agents and employees to enter into and onto the Premises to inspect the Premises and examine the conditions thereof.

17.16 **Modification.** Any term or condition of this Lease may be modified upon mutual consent of both parties, but any such modification shall be effective and binding only upon execution by both parties or a written amendment to the Lease.

17.17 **Entire Agreement.** THIS LEASE, TOGETHER WITH THE ATTACHED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS LEASE. TENANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS LEASE SUPERSEDES ALL PRIOR OR EXISTING LEASE OR RENTAL AGREEMENTS BETWEEN THE PARTIES.

17.18 **Authority.** Tenant has full power, authority and legal right to enter into this Lease and to incur and perform its obligations hereunder.

IN WITNESS WHEREOF, Landlord and Tenant have by their duly authorized representatives executed this Lease.

Executed this _____ day of _____, _____.

LANDLORD
State of Oregon, by and through its
Department of State Lands

TENANT
CURRY COUNTY

by:

Authorized Signature/Printed Name

Authorized Signature

STATE OF _____)
County of _____)ss
_____)

The foregoing instrument was acknowledged before me this _____ day
of _____, _____, by _____
(name of officer or agent of political entity)
the _____ of _____
(title of officer or agent) (name of political entity)

Signature
My commission expires _____

Exhibit A
Premises Description
62277

The Premises may be accessed through tax lot 503, 4 miles from HWY 101 on North Bank Chetco River Road and is described as follows:

Starting from the Southern boundary of the end of tax lot 200 vegetation line and the beginning of the riparian gravel bar,

extending S 84-47-19 E 3,800.00 feet, more or less, to the point where tax lot 504 (Township 40S, Range 13W, Section 34, W.M., Oregon) meets the line of Ordinary High Water (OHW),

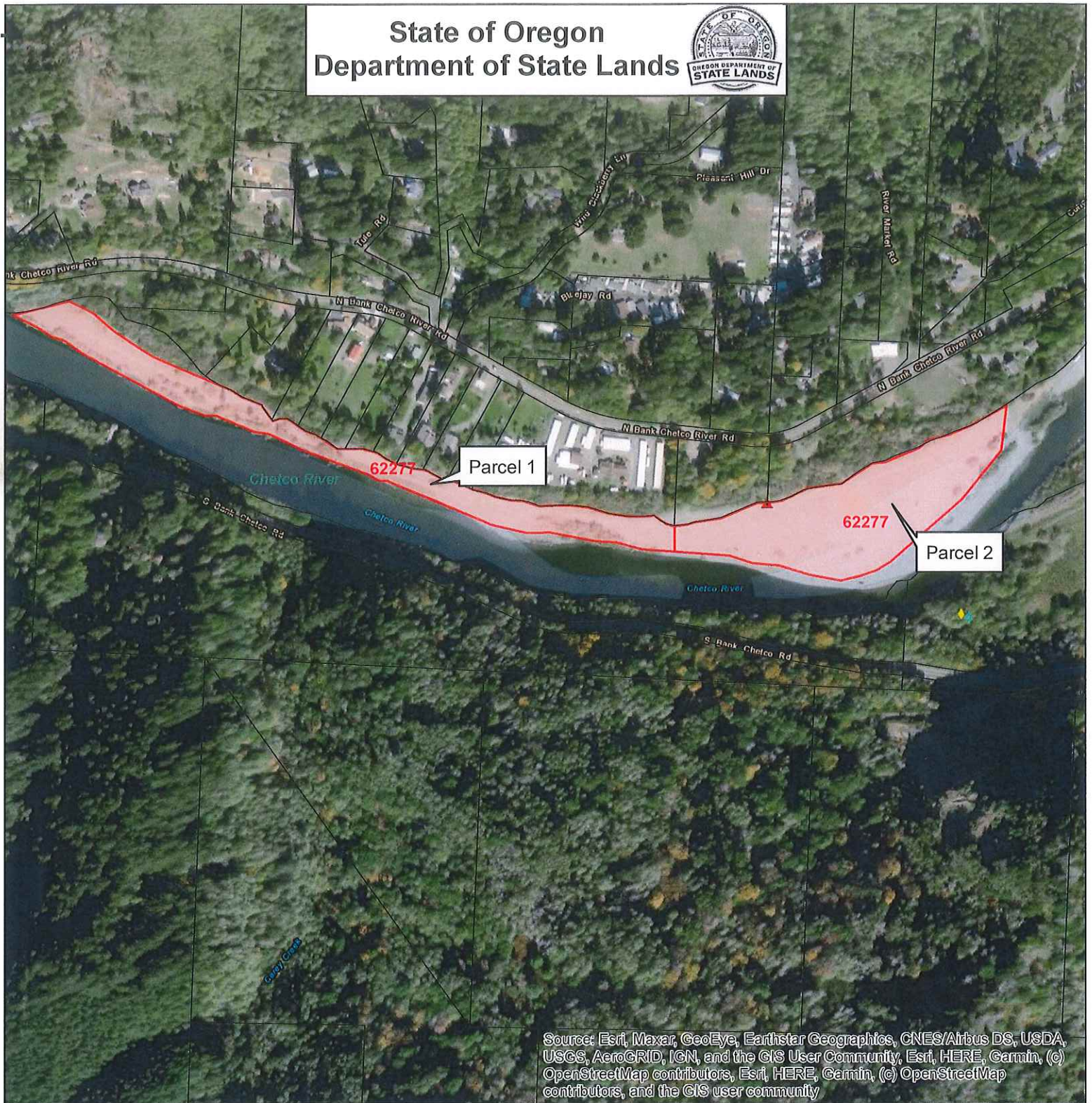
following the line of OHW and encompassing all dry gravel bar areas as depicted in the attached Exhibit A and excluding any privately owned uplands.

The described use area is separated into two parcels by extending the Western-most boundary of Tax Lot 503 South. All lands within the above described use area lying West of the Western-most boundary of Tax Lot 503 can be further described as Parcel 1. The land within the use area opposite Parcel 1 may be described as Parcel 2.

Containing 615,741 square feet or 14.14 acres, more or less, and as described in the attached Exhibit A.

This description is used to establish the approximate location and extent of the area subject to this Department of State Lands authorized use and was not prepared by a licensed surveyor. All locations, bearings, and distances were developed in the Oregon Coordinate Reference System Standard; Oregon Statewide Lambert Conformal Conic, NAD 1983, International Feet, GRS 1980 Spheroid.

State of Oregon Department of State Lands



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

EXHIBIT A

62277-SU
T40S, R13W Section 34
615,741 Square Feet
Curry County

- ▲ Points of Beginning
- ◆ River Miles
- Description lines
- Subject Area

This map depicts the approximate location and extent of a Department of State Lands. Proprietary authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

0 260 520

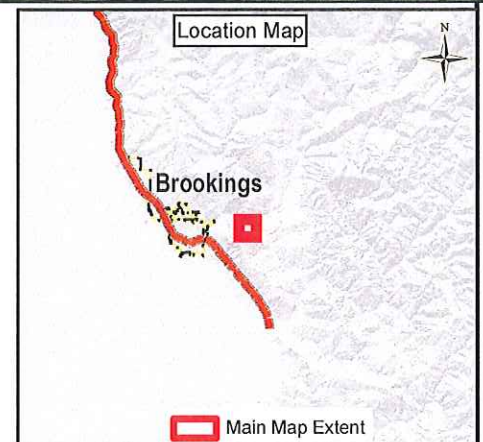
Feet



Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet

State of Oregon
Department of State Lands
775 Summer St NE, Suite 100
Salem, OR 97301
503-986-5200

www.oregon.gov/DSL
Date: 8/25/2020



Map Producer: jtaylor

Attachment 1

BEFORE THE PLANNING COMMISSION
CURRY COUNTY, OREGON

In the matter of Planning Commission File AD-1925,)
a request for Conditional Use approval for a Dry Camping)
Facility at the Social Security Bar filed by Curry County)
Parks, Located on Assessor's Map 40-13-34, Tax Lot)
#Water-00.)

FINAL ORDER
and Findings of Fact

ORDER in the **APPROVAL** of the Dry Camping Facility with Camp Host at the Social Security Bar of the Chetco River (AD-1925), filed by Curry County Parks. The subject property is located in the Forestry Grazing (FG) zone, and is designated as Assessor Map Number: 40-13-34, Tax Lot #Water-00 in Curry County, Oregon. Said application was filed as provided for in the Curry County Zoning Ordinance (CCZO) on December 19, 2019.

WHEREAS:

The application (AD-1925) is to request allowance of a Dry Camping Facility with Camp Host on property identified as Curry County Assessors Map No. 40-13-34, Tax Lot #Water-00 within the Forestry Grazing (FG) zone in the City of Brookings Urban Growth Boundary (UGB). The property is located approximately 4 miles up the North Bank Chetco River Road at the Social Security Bar.

This matter came before the Curry County Planning Commission as a request (AD-1925) for approval on February 20, 2020. A public hearing was held before the Planning Commission as a matter duly set upon the agenda of a regular meeting on February 20, 2020, after giving public notice to affected property owners and publication in the local newspapers as set forth in Section 2.070 of the CCZO.

At the public hearing on said application, evidence and testimony was presented by the Planning Director and the Parks Director in the form of Findings of Fact, Conclusions, and Exhibits. The hearing was conducted according to the rules of procedure and conduct of hearings on land use matters as set forth in Section 2.140 of the CCZO. The Planning Commission received oral and written evidence concerning this application. A decision was made by the Planning Commission to close the public hearing and the record at that time.

At the conclusion of review and consideration of the evidence in the record and upon a motion duly made and seconded, the Planning Commission voted to **APPROVE** Conditional Use Application AD-1925 based on findings of fact and conclusions of law as set forth in this order and in Exhibit 1 attached hereto and included herein by this reference.

FINDINGS OF FACT:

The Planning Commission hereby adopts the findings in Staff Report dated January 7, 2020 (Exhibit 1) and the written and oral testimony submitted into the public hearing record as the basis for this decision.

CONCLUSIONS OF LAW

1. The burden of proof is upon the Applicant to prove that the proposal does fully comply with applicable ordinance criteria, Oregon State Statutes and Oregon Administrative Rules as set forth in CCZO Section 2.100(1) (a).
2. The Planning Commission finds that Exhibit 1, Findings of Fact and Conclusions and evidence and testimony presented at the hearing and submitted into the Record indicates that the Applicant has provided sufficient information to make a determination to prove that the proposal does fully comply with applicable ordinance criteria, Oregon State Statutes and Oregon Administrative Rules.
3. The Planning Commission finds that the Applicant has met the burden of proof to support approval of the proposed application for a Dry Camping Facility with Camp Host at the Social Security Bar along the Chetco River in the Forestry Grazing (FG) zoning district.

NOW THEREFORE LET IT HEREBY BE ORDERED that AD-1925 a request for Conditional Use approval for the Dry Camping Facility with Camp Host on property located in the Forestry Grazing (FG) zone, and designated as Assessor Map Numbers as 40-13-34, Tax Lot #Water-00, in Curry County, filed by Curry County Parks, be **APPROVED** subject to meeting the following conditions:

1. This Conditional Use Permit shall be valid for a period of one (1) years unless there is a failure of the applicant to comply with all the conditions of approval. Failure to comply with all conditions of approval, or violations concerning the use approved herein, may result in nullification of this approval by the County.
2. The County shall limit the number of dry camping spaces to 50 in the first year of operation. After the first year, the County shall conduct an evaluation as to the results of the proposed use including the benefits derived from having a presence on the site as well as any continued nuisances that have occurred. This information shall be submitted to the Planning Department for review by the Planning Commission. The evaluation shall include recommendations by County Parks for potential future expansion plans.
3. The County shall not remove riparian vegetation or allow dry campers to remove or impede the growth of riparian vegetation on the gravel bar.
4. All camping shall be limited to the willow edges of the gravel bar. This will allow for maximum set back from the river (ODFW Condition).
5. Seasonal dry camping shall be limited to the summer months (until September 30th) as to reduce impacts to anglers using the bar in the fall and winter and when fall chinook are holding in the Social Security area during low flow periods (ODFW Condition).
6. The area designated as dry camping (Area #2 on applicants site map) shall include a buffer on the upstream end of the gravel bar as this is an area of increased habitat

complexity. County Parks Staff shall consult with ODFW to determine the location of the buffer (ODFW Condition).

This order in the **APPROVAL** of AD-1925 was reviewed and approved by the Planning Commission on this 26th day of March, 2020.

CURRY COUNTY PLANNING COMMISSION

Ted Freeman
Ted Freeman, Chairperson
Planning Commission

3-27-2020
Date

Becky Crockett
Becky Crockett
Planning Director

3/27/2020
Date

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: July 10, 2023

Originating Dept: Finance & Admin

Signature (submitted by)


City Manager Approval

Subject: Social Security Bar – Agreement with County

Financial Impact:

None.

Background/Discussion:

Illegal activities at Social Security Bar coupled with complaints from adjacent residents have been ongoing for years. A new round of staff discussion about what to do with the City-owned portion of land which includes access to Social Security Bar emerged in 2018.

A prior Curry County Parks Director discussed with County Commissioners at a workshop on August 8, 2018 his interest in the development of the 1.6 acres of City-owned property at Social Security Bar. Commissioners directed him to prepare a proposal to present to the City of Brookings. Staff brought the subject of Social Security Bar back to a City Council Workshop on October 1, 2018. Council was open to the concept of the County developing the property but expressed interest in a long-term lease in lieu of selling the property to the County.

City Council reviewed at a workshop on August 5, 2019, and again on August 12, 2019, where the County provided a proposal to manage the City-owned Social Security Bar access. The Council requested that he take the proposal back to the County and prepare a lease agreement that addresses the following concerns.

- The length of agreement.
- Ensuring that public access to the gravel bar will not be hindered.
- Access to the area in case of requiring an emergency water source.

On March 23, 2020 Council authorized the City Manager to enter into a lease agreement with Curry County for Social Security Bar. The County did not sign the agreement. At the same Council meeting on March 23rd, the City Council declared a temporary State of Emergency due to COVID, and the County did shortly after. As we now know, that lasted for a considerable period of time. Since then, all three County Commissioners have changed, and we have four new City Councilors.

Recently, the County expressed an interest in renewing these discussions. Staff is looking to confirm the City Council's priorities regarding this property, get direction to further discussions with the County, and bring back a draft agreement for Council approval.

Attachments:

- a. Curry County proposal for Social Security Bar

CURRY COUNTY

Chetco River Social Security Bar

Proposal

Josh Hopkins, Curry County Parks Director

7/24/2019



In order to maintain a safe and sanitary experience that recreationist of all ages can enjoy, Curry County is pursuing land transfer options for the City of Brookings owned Social Security Bar Access Point along the Chetco River near Brookings Oregon.

Proposal Contents

• Executive Summary	page 1
• Curry County’s Goal for the Social Security Bar	2
• Proposed Use Map	3
• Tax Lot Map	4
• Current Signage	5
• Permanent Recreational Campground at Access Point	6
• Cost/Revenue Summary	7
• Letters of Support	8-9

Executive Summary

The Social Security Bar is located on the North Bank of the Chetco River approximately 4 miles from Highway 101. The City of Brookings owns the 1.6 acre access point, and the Department of State Lands (DSL) owns the connected gravel bar. The gravel bar is enjoyed by many outdoor recreationalists like fishermen, boaters, and swimmers.

For years residents living around the Social Security Bar have voiced concerns about public nuisances that take place year round on the property. Illegal dumping, illegal fires, camping, late night partying, and off-road vehicle use have upset and at times overshadowed the peaceful recreational activities of the day. The City of Brookings has had several workshops on what to do to correct these actions. Over the years numerous ideas like gates, installing a camp host, and cameras have been reviewed. During a May, 2015 Workshop a letter with a petition signed by 35 citizens from the area was presented detailing the issues and requesting a gate.

Complicating the issue is deciding whose jurisdiction enforcement falls to for the area. The access is owned by the City of Brookings, but does not lie within city limits. While it is within the County limits, the Bar is State owned, and sometimes has to wait for Oregon State Police to respond. While combined law enforcement will respond to these areas, the nuisance calls are often after dark when Officers are not readily available. In these cases, as there are no eyes and ears on the property to take down license plates and vehicle descriptions, the people dumping trash and running off-road vehicles all hours of the night often do so without consequence.

In order to continue the conversation on how to best address the concerns of the public, and preserve the recreational beauty of the area, Curry County held a Board of Commissioner (BOC) Workshop in August 2018. Parks Director, Josh Hopkins, presented an idea to the BOC of working with the City of Brookings to gain ownership of the access point to develop a campground facility on and proposed leasing the DSL gravel bar. The City of Brookings had a follow-up City Council Workshop in October 2018 confirming they were interested in exploring this possibility. Curry County had another Workshop in April 2019 where the BOC gave a consensus to work on a proposal for this project. County Parks sent a proposal for a lease option to DSL; a DSL representative has reported the Agency is in favor of a long term lease.

Curry County is proposing an ownership transfer, wherein the City of Brookings donates the access point property to Curry County with the following restrictions. Place a recreational restriction in the deal wherein if Curry County attempts to use the property for a non-recreational purpose, ownership returns to the City. Create a roads width easement from N. Bank Chetco River Rd to the gravel bar property line.

Curry County will provide an onsite camp host to help maintain and enforce County Park Regulations, trash service, sanitary restroom facilities, and actively work towards building a campground on the access point. Providing an onsite camp host with the ability to accurately report instances of illegal dumping, fires, parties, and off-road vehicles is expected to quickly curb these actions. This type of governmental teamwork restores the public trust in its government organization's ability to collaborate and protect the recreational lands placed aside for their enjoyment. The main goal is to provide a safe and sanitary experience that recreationist of all ages can enjoy.

Curry County's Goals for the Social Security Bar

Insure and maintain public access

Create and maintain a public facility that promotes safe and sanitary outdoor recreational activities

Stop illegal dumping

Stop and regulate current illegal camping

Stop illegal campfires, late night partying, and the public nuisances the area is known for



Proposed Property Use Maps for County Management



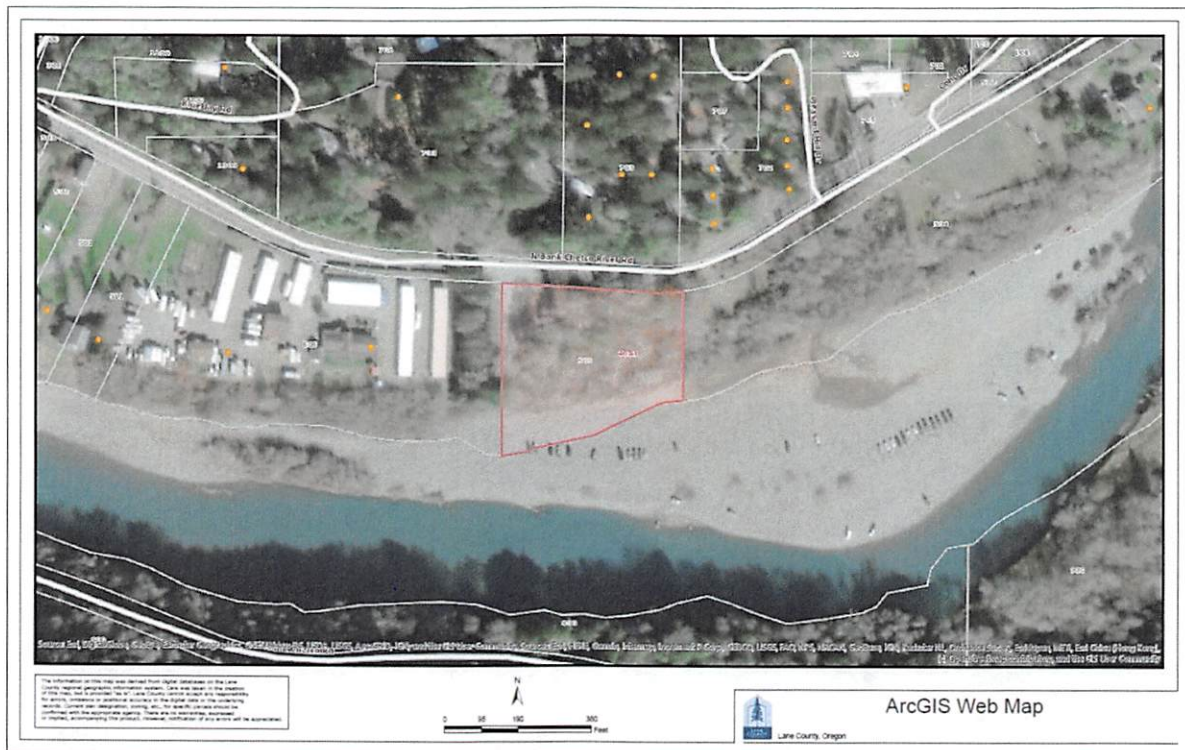
Above- The property area of interest is the City owned Social Security Bar Access Point; its boundary is marked by the red box. The blue lined area is the DSL owned parcel the County is pursuing a lease of for Dry RV.



Above- Closer view of proposed Day Use Only Area (1) and RV Camping Area (2), separated by orange line. Having a Day Use Only section will help insure public access, and cause less impact on neighbors as the dry RV camping will be away from their view. The yellow dash line represents the proposed City of Brookings easement area. The easement adds an additional layer of protection to insure the public's unblocked access to the area.

Tax Map

The City of Brookings access point is Taxlot number 503, Map Taxlot 4013-34 -00503-00, property ID R25575, approximately 1.6 acres in size. The County is proposing this property be donated for use of a recreational facility. The County will be actively developing a permanent public campground on the access point. Donating the property for a project that will create and expand on the public's recreational opportunities, shows not only great intergovernmental cooperation, but reassures the public's trust in the jurisdictions who are managing their lands.



Signage

Below is the current signage at Social Security Bar. After an agreement is finalized with the City of Brookings, Curry County Parks would update the verbiage stating something similar to “Curry County Parks Presents, DSL’s Social Security Bar Day Use and Campground.” We would clearly list the camping season May 31st-December 31st, and the relevant rules and regulations on the sign. Additionally the County would create a separate interpretive sign explaining the history of the Social Security Bar, and highlight the cooperative nature between the different governmental agencies that facilitated its creation as a recreational facility for the public’s enjoyment.



Permanent Recreational Campground at Access Point

Below is an example of what kind of campground could be built on the City of Brookings owned access point that Curry County is purposing be donated. This is only an example, and the County would look to limit the spaces built to possibly 12 campsites. A proposed time frame would be as follows: Year one; establish a camp host site at the access point, trash services, temporary restroom facilities, and charge for dry recreation vehicle bar camping. Year two; have designs and Master Development Plan for campground created. Year three; establish permanent restroom facilities at access point. Year five; establish and build camping facilities on the access point.



Estimated Annual Cost Summary

Year Round Camp Host- \$3600.00/yr

1 cubic yard trash weekly- \$143.95/mo, expected for June-Sept, then 4 cubic yard as needed at \$145per call. \$1200.00/yr

Temporary sani-cans bi-weekly- Standard \$90/mo, during peak season would want at least two of each. \$1440.00/yr

Camp Host Septic- \$98 pumps or possibly purchase 250gal holding tank. \$890.00/yr

Janitorial Supplies- \$300.00/yr

Current total estimate- \$7430.00/yr

Comparable Estimated Revenue

Currently gravel bar camping is allowed at three Forestry Campgrounds approximately 10 miles up the Chetco River from the Social Security Bar. Below is a yearly revenue table, not taking into account large fire years.

	Gold Beach Ranger District Bar Camping:			
	2013	2014	2015	2018
Redwood:	\$10,567	\$12,005.50	\$7,743.00	\$8,651.50
Miller:	\$3,994.73	\$3,735	\$4,257.75	\$6,230.30
Nook:	\$6,227.90	\$6,079	\$6,185.68	\$8,596
Total:	\$20,789.63	\$21,819.50	\$18,186.43	\$23,477.80

As the Social Security Bar is larger, has a better location, and will have a longer season, this facility is expected to generate more revenue than the comparables listed. Allowing for seasonal dry RV camping on a section of the bar is essential. It allows the revenue collected to be available for offsetting the operational cost, and funds the development of a permanent campground on the City owned access point the County is interested in gaining ownership of.

To Whom it may Concern,

I am writing you to express my support to rid the neighbors of the noise abuse and countless parties motorcycles driving 90 miles an hour, homelessness and feces , needles, nails, garbage fires and countless other problems we have endured for years.

The response from all involved has always been to point the finger at each other and say it's nobody's fault.

Countless sleepless nights calling the Curry County Sheriff's Dept. to be told there is nothing they can do . No Sheriff or State Police available.

I'm thrilled to hear an answer finally! Something to benefit everyone the County putting a park in, campground, and a park host, This is a wonderful idea. The land will be treasured and cared for the way it should be. Land this beautiful should not be trampled and treated like garbage it should be respected and viewed as a treasure given to us to use and to leave in the same condition if not better.

Please understand I am not an environmentalist I have lived here since 1972 on the Chetco and believe change is good when it better things a campground would give us a chance for peace and other people visiting more opportunities for places to camp and enjoy are lovely river . This is a golden idea that is a win win.

Sincerely,
Teresa Rice (Rush)

To: Curry County Parks Department
From:
Gordon and Olga Nielsen

7/25/2018

This letter is in support of the development and maintenance of a campground on the Social Security Bar. We feel that this would be a major improvement to the area.

We moved to Brookings several years ago because of the location and the beauty of the area. Before we moved, we had visited multiple times and enjoyed all of the tourist attractions and campgrounds in Curry County. We were impressed with the cleanliness of the facilities. We ended up buying a home and business above the Social Security Bar. Shortly after we moved, we were very disappointed to find out that this area was used as a partying place and dumping ground by irresponsible individuals. The sheriff's department is currently in charge of patrolling the ramp and the Bar. We realize that they are short staffed and cannot give the Social Security Bar the attention that is needed. Something, however, needs to be done about the dumping, littering, and crime on the river. It seems as if developing this area into a campground with a camp host to watch over things is the solution.

We would like to describe more specifics about some of the things that are taking place on the ramp and the Bar. First of all, things such as an old HVAC unit the size of a refrigerator has been dumped on the west end of the Bar and an old broken dryer has been dumped in the bushes on the east end of the Bar. Also, as we are writing this letter, another two bags of yard trash were added to the four that we found two days ago. Yard maintenance trash is dumped on the river bar constantly. This is in addition to the regular garbage we are picking up and throwing away with our own trash. We routinely find McDonalds dishes, cups, fishing lines with hooks on them, paper, boxes, beer cans, plastic bottles and broken pieces of glass. Very often groups of people come to the river at night and stay there screaming, playing very loud music way beyond the time they are allowed to be there. They also start fires relatively close to the brush even during "no fire" seasons. We find many of these fires still burning in the morning when we walk our dog. RVs and trailers as well as cars stay on the Bar overnight even though it is not legally allowed.

In conclusion, we believe that if the County would consider setting up a campground on the territory of the Social Security Bar, it would change the above mentioned dynamics instantly. It would not only clean the place up and preserve its natural attraction for tourists and for the residents, but it would also discourage the illegal activity that is taking place in the area. Besides the other advantages listed above, this could be a good source of revenue for the County. Our desire is to make Brookings a better and more attractive place which will bring benefit to everyone involved.

Thank you for your consideration of this matter.

Sincerely,
Gordon and Olga Nielsen.

Owners of Steevens Storage
98744 N.Bank Chetco River Rd.
Brookings, OR 97415
Phone number (541)469-2853



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
October 19, 2023		Wildfire Hazard Map Letter	
Time Needed:			
10 minutes			
Financial Impact:		Description and Background:	
TBD		<p>Commissioner Trost went to an AOC District 4 meeting in Grants Pass on September 8th where the Department of Forestry presented Senate Bill 80 Wildfire Hazard Maps. In follow-up, the proposed letter attached is to express the concerns the Curry County Board of Commissioners have in Senate Bill 80 and the impacts it will have on the Curry County rural community.</p>	
Category:			
<input checked="" type="checkbox"/>	Action/Discussion		
<input type="checkbox"/>	Consent		
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
Requested Motion:			
Approve letter to Oregon Department of Forestry regarding the proposed Senate Bill 80 Wildfire Hazard Map.			
Attachments:		Instructions Once Approved:	
1. Draft Letter			
2.			
Contact Person – Name and Department:		Date Submitted:	



BOARD OF COMMISSIONERS

JOHN HERZOG, CHAIR
BRAD ALCORN, VICE CHAIR
JAY TROST, COMMISSIONER

94235 Moore Street | Suite 123
Gold Beach, OR 97444
BOC_Office@co.curry.or.us
(541) 247-3296

October 10, 2023

Oregon Department of Forestry
2600 State Street
Salem, OR 97310
Wildfirehazardmap@odf.oregon.gov

**RE: Curry County Comments
Proposed Senate Bill 80 Wildfire Hazard Map**

To whom it may concern:

Thank you for the opportunity to review and discuss the Senate Bill 80 Wildfire Hazard Maps at the September 18th AOC District 4 Meeting in Grants Pass. We appreciate the Department of Forestry's acknowledgement that the Maps are a continued source of consternation locally and clearly warrant enhanced public review. Generally, no legislative or practical justification was provided for the de minimis incremental changes made to the Senate Bill 762 maps that resulted in the proposed Senate Bill 80 maps.

The Wildfire Hazard Maps imposed by Senate Bill 762 were promoted as a significant benefit to private landowners and presented parcel-specific wildfire risk information. The Maps allowed property owners to conduct a search to find their property and to access the pertinent wildfire risk information. However, due to concerns about the purpose of the Maps as well as the limited time allowed for outreach and education, the issue was returned to the Oregon Legislature. Now, advocates purport that the Senate Bill 80 Maps are more "general" in nature and therefore do not necessarily reflect the risk on a specific parcel. However, the incomplete and inaccurate methodology of risk used to develop the Maps is unchanged from the previous Senate Bill 762 Maps. The problems inherent to these Maps were not addressed, and the practical outcome remains the same; parcel-specific land-use and building requirements.

The Wildfire Hazard Map proposed by Senate Bill 80 would impose considerable detriment to Curry County, and numerous concerns specific to the County arise as set forth herein.

Much of Curry County has a wet, foggy climate with annual precipitation of 60-100 inches depending on the location. It is difficult for a well-managed property to burn more than a few acres before being put out or naturally going out. The Japanese discovered the difficulty of burning our forests during WWII when they dropped incendiary devices at Mt. Emily in an attempt to “catch” the west on fire. The Risk Maps proposed for Curry County do not reflect the effect of moisture in the majority of developed and forestland areas where the WUIs are applied. Further, there is no consideration of the marine layer, which is persistent up to three (3) miles inland of the coast. A majority of the identified WUI parcels of Curry County are within the influence of the marine layer and, in reality, rarely exhibit any significant wildfire risk. Many of the WUI designations recommended would subject homeowners to expensive land use and fire hardening requirements that would be of little value to the subject properties. Additionally, such designations will continue to erode the financial feasibility of building a house in Curry County. Currently, a household would need to earn approximately \$121,900.00 annually to afford the median home price of \$426,500.00 in Curry County. Fewer than 19% of households in Curry County have the combined income to support this cost, nor the fiscal responsibility of increased fire insurance premiums and enhanced defensible space requirements. The real-world application of the proposed WUIs in Curry County is incongruent with the Governor’s plan to increase affordable housing.

The basic premise behind the determination of risk class is flawed and does not reflect the wildfire history in Curry County. That history is well recognized (*Silver 1988; Biscuit 2002; Chetco 2017; Flat 2023; Smith River Complex 2023*), and thus it is simple to ascertain the location of high hazard areas. It is well documented that the management, or lack thereof, of our State and Federal forests has resulted in conflagration burns that expose private landowners to undue fire risk. These wildfire events rarely start or become conflagrations on private lands. When fires start on private lands in Curry County, they are quickly put out.

In order to properly address the inherent wildfire risk stemming from publicly-owned forestland, the Wildland-Urban Interface (“WUI”) designation should be applied to all State and Federal land boundaries with private lands. Ideally, this application of WUI designations could allow those forestlands to be subject to a payment per acre in order to cover the disproportionate financial, safety, and health burdens imposed upon the citizens of the locality in which the high wildfire risk lands are located. This proposal is consistent with the legal liability assessed to a private party if a fire on their land spreads to adjacent properties.

Another option that could be considered before placing the fire risk burden on private citizens is to require government forestlands to maintain a defensible space buffer that should be labeled the WUI. This defensible space buffer should be placed and maintained as a 500-foot buffer inside the boundary of the federal/state forest lands. This defensible space buffer should meet the same fire setback requirements recommended by the Oregon Fire Marshall’s Office, including tree crowns spaced at least ten (10) apart, trees limbed six (6) feet up from the base and shrubs, forest debris, etc. removed below the tree canopy.

In conclusion, Curry County does not support the risk hazards or WUIs proposed in the Senate Bill 80 maps. There has been no consideration of our unique climate factors; there is no justification to continue to identify and then place wildfire risks and costs that are the result of state and federal forest mis-management on the citizens of Curry County; and the proposed WUIs are not strategically applied. The implementation of these maps will indirectly raise housing costs and accentuate the deficit of affordable housing with no tangible advantage. We implore the Oregon Department of Forestry to both remand the Senate Bill 80 maps to the Legislature, and to advocate the basic principle of applying WUIs and Wildfire Hazard areas to State and Federal forestland, from which the real problem originates.

Sincerely,

CURRY COUNTY BOARD OF COMMISSIONERS

John Herzog, Chair

Brad Alcorn, Vice Chair

Jay Trost, Commissioner