



**CURRY COUNTY  
BOARD OF COMMISSIONERS**

94235 Moore Street  
Gold Beach, Oregon

(541) 247-3296

[BOC\\_Office@co.curry.or.us](mailto:BOC_Office@co.curry.or.us)

[www.co.curry.or.us](http://www.co.curry.or.us)

**AGENDA  
BOC BUSINESS MEETING**

**March 21, 2024**

**4:00 p.m.**

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

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

**2. AMENDMENT AND APPROVAL OF THE AGENDA**

**3. GENERAL 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](mailto:BOC_Office@co.curry.or.us). Public comments are limited to three (3) minutes per speaker. If a public comment is regarding a specific agenda item, the speaker will be called upon the arrival of that agenda item.

**4. CONSENT AGENDA**

- A. Approve Minutes for Business Meeting on March 6, 2024 (Pg. 1)
- B. Approve Host Contract – Boice-Cope Park (Pg. 4)
- C. Approve Hire – Plumbing Inspector (Pg. 10)
- D. Approve Renewal of AirMedCare Payroll Deduction Agreement (Pg. 15)
- E. Approve Vac-Con Jet Rodder Repair (Pg. 26)
- F. Approve Contract with Tidewater Contractors – Chip Seal Aggregate (Pg. 34)
- G. Approve Contract with Albina Asphalt – Chip Seal Oil (Pg. 46)

**5. DISCUSSION/ACTION ITEMS**

- A. FY24 Budget Revision Resolution (Pg. 60)
  - \*Public Comments\*
  - i. Resolution (Pg. 61)
- B. Curry County Building Code Revision (Pg. 79)
  - \*Public Comments\*
  - i. Ordinance (Pg. 80)
- C. Curry Transfer and Recycling Rate Increase (Pg. 105)
  - \*Public Comments\*
  - i. CTR Packet (Pg. 106)

D. Curry County Social Media Policy (Pg. 111)

*\*Public Comments\**

i. Order (Pg. 112)

ii. Policy (Pg. 113)

**6. ELECTED OFFICIAL UPDATES**

**7. COMMISSIONER UPDATES**

A. Commissioner Herzog

B. Commissioner Trost

C. Commissioner Alcorn

**8. EXECUTIVE SESSION**

A. 192.660(2)()

**9. 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."

**10. 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

Commissioners' Hearing Room, Courthouse Annex  
94235 Moore Street, Gold Beach, Oregon  
[www.co.curry.or.us](http://www.co.curry.or.us)

## BUSINESS MEETING MINUTES

**March 6, 2024**

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

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

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

Staff present: Director of County Operations and County Counsel Ted Fitzgerald, Sheriff John Ward, Public Information Officer Val Early, and County Counsel Assistant Rabiah Lee.

The Pledge was recited by all.

### 2. AMENDMENT AND APPROVAL OF THE AGENDA

Trost would like to add Discussion Item 5-C – Banana Belt Clean Up

Fitzgerald would like to add 5-D – Red Cross Resolution

Fitzgerald would like to add 4-F – Modification of CRO Job Description

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

### 3. PUBLIC COMMENTS

Dave Barnes – Complaint about Jerry's Flat Road.

Patrick Hollinger – Provided information on Southern Oregon Coast Legends Festival hosted by the Gold Beach Main Street.

Lauri Vanzant – Provided information on Southern Oregon Coast Legends Festival hosted by the Gold Beach Main Street.

Jeanette Peterson – Expressed opinion and inquired on proposed Sheriff Levy.

### 4. CONSENT AGENDA

A. Approve Minutes for Business Meeting on February 22, 2024

B. Reclassification of Employee (PIO/Grant Manager)

C. Approve Position Description – Fairgrounds & Event Center Manager

D. Approve Position Description – Economic Development Assistant

E. Approve Promotion of B. Nelson – Appraiser I

F. Modification of CRO Job Description

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

## **5. DISCUSSION/ACTION ITEMS**

A. Proposal for Land Trade with Private Party – Fitzgerald presented.

**Herzog motioned to instruct County Legal Counsel to proceed with the land trade, including any statutorily required processes and subject to the above conditions. Trost seconded. Motion carried unanimously.**

B. Ordinance Adopting a Division of County Code – Fitzgerald presented.

**Herzog motioned to approve the proposed Ordinance adopting Article One, Division Nineteen of Curry County Code. Trost seconded. Motion carried unanimously.**

C. Banana Belt Clean Up – Trost presented.

Citizen provided pictures and information of recent clean-up on North Bank of the Chetco.

Commissioners thanked all volunteers on this project and stated that the effort is inspirational. Commissioner Trost would like to future discuss opportunities on prevention for situations that required this amount of cleaning.

D. Red Cross Resolution – Alcorn presented.

**Alcorn motioned to approve a Resolution proclaiming March 2024 as Red Cross Month. Herzog seconded. Motion carried unanimously.**

## **6. ELECTED OFFICIAL UPDATES**

Sheriff Ward – Expressed gratification on the Banana Belt Clean Up. Sheriff Ward also stated that he is completely in support of the levy that will be on the May Ballot. Ward explained that not only will it provide 24/7 Sheriff Patrol, but it will also assist with recruiting and retaining Deputies.

Treasurer Barnes – Expressed support for the upcoming levy.

## **7. COMMISSIONER UPDATES**

Herzog – Stated that he is proud of the community this week coming together for the Banana Belt Clean Up.

Trost – Concurred with Herzog's statement. Trost mentioned looking at our current Ordinances regarding penalties on items such as littering, etc. Would like to look at if they are up to date with current statutes and language.

Alcorn – Provided information on the levy questions that he has been receiving. Stated that a website with FAQ's will be going live soon. The Commissioners will be travelling to the different City Council Meetings and conducting Town Halls in all regions of the County as well.



**8. 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 Alcorn adjourned the meeting at 7:33 p.m.

Dated this 21<sup>st</sup> day of March, 2024

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Brad Alcorn, Chair

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John Herzog, Vice Chair

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Jay Trost, Commissioner

Minutes prepared by Natasha Tippetts, Administrative Assistant



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

<b>Agenda Date:</b>		<b>Agenda Item Title:</b>	
March 21 <sup>st</sup> 2024 .....		Boice-Cope Park Host Contract .....	
<b>Time Needed:</b>			
.....			
<b>Financial Impact:</b>		<b>Description and Background:</b>	
.....		Attached is a Contract with Leslie Newman for a park host at Boice-Cope	
<b>Category:</b>		Park.....	
<input type="checkbox"/>	Action/Discussion		
<input checked="" type="checkbox"/>	Consent		
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
<b>Requested Motion:</b>			
Approve 6-month Contract with Leslie Newman as Park Host for Boice-Cope County Park starting April 1, 2024 .....			
<b>Attachments:</b>		<b>Instructions Once Approved:</b>	
1. Park Host Volunteer Agreement .....			
2. ....			
3. ....			
4. ....			
5. ....			
<b>Contact Person – Name and Department:</b>			<b>Date Submitted:</b>
Charles Buchanan .....			3/13/2024

# **PARK HOST VOLUNTEER AGREEMENT**

**BOICE – COPE COUNTY PARK | CONTRACT NO. \_\_\_\_\_**

This Agreement is entered into this 1st day of April 2024, by and between Curry County, a Political Subdivision of the State of Oregon (County) and Leslie Newman (Host) as follows:

## **RECITALS:**

**WHEREAS**, the County has a need for volunteers to serve as Park Host for Boice-Cope Park (hereinafter “County Park”) to watch and provide security for the property, to call for assistance, when necessary, to coordinate activities with Parks Management, and to perform other services as necessary; and

**WHEREAS**, the County has a campsite space available for the Host to use (“Host Campsite”); and,

**WHEREAS**, the County is willing to allow the use of the campsite by the Host, rent and utility free, to provide them with a small stipend of \$500.00 per month, and to assist the Host in the performance of their voluntary services for the term of this agreement.

The County and Host agree to the following provisions:

## **1. ADMINISTRATION OF THIS AGREEMENT AND CHAIN OF COMMAND**

1.1 The Parks Management shall administer this agreement and recommend to the Board of Commissioners termination or renewal of this agreement. The Parks Management is the sole administrator of this contract.

1.2 If the Park Host has a complaint about the Parks Management, they are to contact the Board of Commissioners Parks Liaison.

## **2. DESCRIPTION OF FUNCTIONS AND SERVICES**

2.1 Host shall voluntarily perform the functions and services described in Exhibit “A” that is attached to this agreement and such other services as authorized by Parks Management. County reserves the right to modify the Host duties and service to the County as necessary for the efficient operation of the designated County Park.

2.2 The Host understands that they are donating their hours of service to the County and that this is done without any promise or expectation of compensation for services rendered. The Host will not receive any compensation for services performed under this agreement. The Host is not eligible to receive unemployment benefits, social security, health insurance, or any other benefits that are provided to paid employees of the County, with the exception of worker’s compensation coverage that the County provides to volunteers. The provision of a Host Campsite, no-cost utilities and a stipend by the County is not compensation for service rendered but rather a benefit and gratuity that the County freely chooses to provide.

### **3. CAMPSITE, OCCUPANCY, PETS, UTILITIES AND STIPEND**

3.1 As a gratuity to Host, County hereby allows Host the use of a space at the County Park for placement of a recreational vehicle that is the residence of the Host. As a further gratuity, the County shall provide water, electrical, sewer and garbage utilities in reasonable amounts for the Host.

3.1(a) The Host shall always maintain the Host Campsite and surrounding area in a clean and sanitary condition. Items used for outdoor recreation are allowed outside, provided they are maintained in an orderly fashion; any other personal items must be stored inside the Host's recreational vehicle, mobile trailer, and/or personal vehicle(s). All personal vehicle(s), recreational vehicle(s), and/or mobile trailer(s) that will be parked at the Camp Host Site must first be approved by the Parks Management to ensure suitability for the Park.

3.1(b) County Park facilities are not to be used for storage of personal items of the Host.

3.2 No more than two guests (Host and one other) will reside at the host site. Both the host and guest must submit to a background check. The Host is liable for the actions of any person who may at any time be residing therein.

3.3 The Host shall vacate the Host Campsite and remove their residence (recreational vehicle) and personal property within five (5) days of the termination of this Agreement.

3.4 The Host may not alter or improve the Host Campsite, the campground, or any County Park services without prior permission from Parks Management or his/her designee.

3.5 County employees or agents may inspect the County Park and Host Campsite at reasonable times.

3.6 The Host shall be responsible for providing, at their own expense, any insurance coverage for their personal property to include their recreational vehicle, mobile trailer, and/or any personal vehicle(s).

3.7 Pets: All pets must be preapproved and have current vaccinations, County Licensed, and such must remain current during the term of this Agreement. Host shall always maintain control of the pet(s) and shall not allow the pet(s) to run at large.

3. 7(a) If the Parks Management determines, in their sole discretion, that the Host's pet(s) exhibit aggressive behavior, the Host shall be required to remove the pet from the County Park as directed by the County.

3.8 Host will be compensated at the rate of fifty cents (\$0.50) per mile for driving their personal vehicle for park business only when directed by the Parks Management or other County staff.

3.9 Host shall not sublet any portion of the designated premises.

3.10 Host shall not assign any duties designated by this Agreement to any other individual.

#### **4. TIME COMMITMENT**

4.1 One or more Hosts must be available when the County Park is open during the busy season of May 15<sup>th</sup> through September 15<sup>th</sup>. Absences of all Hosts from the Park during these business hours must be arranged with Parks Management prior to date of absence. During the offseason, the Host and Parks Management will determine reasonable hours of coverage. Hosts and Parks Management will work to maintain a schedule that typically allows five days on including weekends and holidays, with two consecutive days off May 15<sup>th</sup> through September 15<sup>th</sup>.

4.2 Hosts shall notify the Parks Management of any anticipated absences from the County Park for more than twenty-four (24) hours. Hosts must provide this notice in writing no later than five (5) days prior to the anticipated absence.

4.3 When the Park Host is off site, he or she shall leave the tablet, all keys, change, cash, and any other items necessary for park operations in the park Office for ease of access.

#### **5. COMPLIANCE WITH LAWS**

5.1 This agreement shall be governed by and subject to the laws of the State of Oregon. The parties shall perform their duties in accordance with all applicable statutes, ordinances, regulations, and administrative rules now or hereinafter in effect.

5.2 If any provision of this Agreement is held by a Court or administrative body to be invalid, such invalidity shall not affect any other provision of this Agreement. This Agreement shall be construed as if the invalid provision had never been included.

5.3 The County may modify the terms of this Agreement by written notice to the Park Host as necessary to comply with changes in federal and state statutes, regulations, administrative rules, and orders.

#### **6. TERM AND TERMINATION**

6.1 If the Park Host fails to perform any of the services and/or obligations of this Agreement or acts in any such way that their behavior is reasonably deemed to be detrimental to the integrity, functionality, or safety of the Parks Department, the County may terminate this Agreement at its sole discretion upon twenty four (24) hours written notice.

6.2 Either party may unilaterally terminate this Agreement with or without cause upon thirty (30) days prior written notice or such lesser written notice when dictated by emergency conditions.

6.3 This agreement shall be effective April 1, 2024 – September 30, 2024, unless terminated pursuant to the provisions of Sections 6.1 or 6.2. Agreements are for 6-month terms and can be renewed with both parties agreement.

6.4 Termination shall not prejudice any right of the parties prior to the effective date of termination.

**7. MODIFICATIONS**

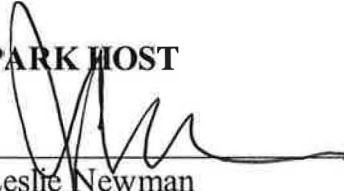
Except as provided in Sections 2.1 and 5.3, this Agreement may be changed only by written modifications signed by both parties and may not be amended or modified by oral agreements or understandings between the parties.

**8. ENTIRE AGREEMENT**

This Agreement supersedes all prior and existing written or oral understandings between the parties. No other agreements, whether expressed or implied, shall be considered a part of this Agreement unless made in writing and executed by the parties hereto.

Dated: JANUARY 20, 2024.

**PARK HOST**



Leslie Newman  
Park Host

**CURRY COUNTY  
PARKS DEPARTMENT**

Dated: \_\_\_\_\_, 2024.

Charles Buchanan  
Curry County Parks Director

**BOARD OF COMMISSIONERS**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John Herzog Vice Chair

\_\_\_\_\_  
Ted Fitzgerald, OSB# 950738  
Curry County Legal Counsel

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

**Exhibit "A"**  
**SERVICES OF A VOLUNTEER PARK HOST-BOICE COPE**

The volunteer park host helps maintain and operate Boice Cope County Park, a part of the Curry County Park System. One or more Park hosts must be available all times when the park is open during the busy season of May 15<sup>th</sup> through September 15<sup>th</sup>, unless preauthorized by the Parks Management, or except in case of emergency. They must work and live in the campground near campers, have a sign identifying them as park hosts at their site.

**Perform Visitor services such as;**

1. Greet visitors and make them feel welcome and disseminate park rules.
2. Answer questions, receive comments, be readily accessible to the public.
3. Represent Curry County Parks, serving as a contact point for campers and travelers.
4. Notify Parks Management and/or Law Enforcement when emergencies arise.
5. Sell firewood.
6. Monitor host cell phone.
7. Evening rounds to check spaces, payment and needs.

**Perform Reservation services such as;**

1. Assist visitors "with" reservations to locate their site.
2. Assist visitors "without" reservations to find an available space and register.
3. Input on-site reservation into the Parks Online Reservation System daily.

**Perform Maintenance services such as;**

1. Check, clean and stock restrooms.
2. Keep the park clean of litter and trash.
3. Maintain a tidy host site.
4. Work on maintenance or service projects.
5. Mow, weed, landscape or garden.
6. Maintain a variety of equipment.
7. Assist Parks Management to paint, build, and repair projects.
8. Advise Parks Management of issues, improvements or broken equipment.
9. Other duties agreed upon with Parks Management.

**Volunteer Expectations:**

1. Hosts may sell only Curry County Parks approved items.
2. Hosts must get approval from Parks Management before adding any additional structures or storage containers to the host site.
3. No vehicle maintenance at your site, consult with Parks Management on options.
4. No county equipment shall be used for personal benefit.
5. No use of alcohol, marijuana, or other non-prescribed drugs while on active duty.
6. Hosts are considered official "agents" of Curry County, therefore: please dress appropriately, avoid offensive conduct and language.



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

<b>Agenda Date:</b>		<b>Agenda Item Title:</b>	
March 21, 2024 .....		Hire Order – Plumbing Inspector .....	
<b>Time Needed:</b>			
.....			
<b>Financial Impact:</b>		<b>Description and Background:</b>	
.....		This Order will hire George Stratton as an irregular employee as a	
<b>Category:</b>		Plumbing Inspector.....	
<input type="checkbox"/>	Action/Discussion	.....	
<input checked="" type="checkbox"/>	Consent	.....	
<input type="checkbox"/>	Executive Session	.....	
<input type="checkbox"/>	Hire Order	.....	
<input type="checkbox"/>	Presentation	.....	
<b>Requested Motion:</b>			
Approve the hire of George Stratton as Plumbing Inspector .....			
.....			
<b>Attachments:</b>		<b>Instructions Once Approved:</b>	
1. Order.....		.....	
2. Job Description.....		.....	
3. ....		.....	
4. ....		.....	
5. ....		.....	
<b>Contact Person – Name and Department:</b>			<b>Date Submitted:</b>
Natasha Tippetts – HR Specialist .....			2/14/2024



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

**In the Matter of an Order Approving a )  
Hire ) ORDER NO. \_\_\_\_\_  
(George Stratton – Plumbing Inspector) )**

**WHEREAS**, it is the recommendation of Ted Fitzgerald, Director of County Operations, that the following person shall be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

<u>Name</u>	<u>Position</u>	<u>Range/Step</u>	<u>Rate</u>	<u>Status</u>
George Stratton	Plumbing Inspector	N/A	\$35/HR	PT/Irreg

The job description is attached hereto for 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 upon the receipt of a pre-employment drug screen.

**DATED** this 21<sup>st</sup> day of March, 2024

**BOARD OF CURRY COUNTY COMMISSIONERS**

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

\_\_\_\_\_  
John Herzog, Vice Chair

Approved as to Form:

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

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

**CURRY COUNTY  
JOB DESCRIPTION**

**JOB TITLE: Plumbing Inspector**

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**EXEMPT:** No  
**SALARY LEVEL:** Irregular  
**SUPERVISOR:** Building Official  
**PREPARED BY:** Building Official

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February 2024

**POSITION SUMMARY:**

Reviews plans submitted for proposed construction; inspects building construction in progress for compliance with building codes and ordinances; does related work as required.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. Reviews plans submitted for proposed construction, alterations or repairs of commercial and residential plumbing for compliance with building codes and ordinances.
2. Notes omissions or discrepancies and contacts parties who submitted plans and notifies them if any additional information or clarification is necessary.
3. Performs cost analysis for projects and determines permit fees.
4. Issues appropriate permits and collects permit fees.
5. Maintains records of completed plans reviewed.
6. Makes field inspections of building construction in progress for compliance with building codes and ordinances.
7. Completes inspection forms and maintains record of activities.
8. Investigates violations and complaints, particularly checking hazardous conditions.
9. Provides information and assistance to contractors, builders, architects and the general public on aspects of the State of Oregon Building Codes.

## **SUPERVISORY RESPONSIBILITIES:**

Supervision is not a responsibility of positions in this classification.

Work is performed under the supervision of the Building Official who reviews primarily through results obtained and adherence to appropriate practices employed.

## **QUALIFICATION REQUIREMENTS:**

*Knowledge of . . .*

- Building construction, materials and methods
- Standard practices, techniques and materials of the building trades
- State, county and city codes, regulations and ordinances that pertain to building; the field of building inspection and safety.

*Ability to . . .*

- Read and interpret blueprints, plans and specifications
- Perform mathematical computations related to construction estimating
- Communicate effectively both verbally and in writing
- Detect structural flaws and appraise the quality of construction
- Establish and maintain effective working relationships with builders, contractors and the general public
- Comprehend and interpret laws, rules and regulations.

## **EDUCATION AND/OR EXPERIENCE:**

Three years of progressively responsible work experience in building inspection, structural engineering or general construction; or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above described duties.

Plumbing Inspector requires certification as an Oregon Commercial and Residential Plumbing Inspector.

## **PHYSICAL DEMANDS AND WORK ENVIRONMENT:**

- Visual/hearing ability sufficient to comprehend written/verbal communication.
- Ability to perform tasks involving physical activity, which may include lifting of heavy objects, bending, standing, walking, crawling in confined spaces, climbing ladders or sitting may be required.
- Ability to deal with stress.
- Ability to drive in a variety of adverse weather conditions, occasionally for lengthy distances, or at night.

Some duties of this position require field inspections in an outdoor environment and during adverse weather conditions. Field inspections may be at noisy construction sites. Employee may encounter various environmental situations at construction sites, including tobacco smoke, construction debris, or animals.

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



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

<b>Agenda Date:</b>		<b>Agenda Item Title:</b>	
..... March 21, 2024 .....		Renewal of AirMedCare Payroll Deduction Agreement .....	
<b>Time Needed:</b>			
.....			
<b>Financial Impact:</b>		<b>Description and Background:</b>	
..... n/a .....		Renewal of plans 6479 and 12471 .....	
<b>Category:</b>			
<input type="checkbox"/> Action/Discussion			
<input checked="" type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
<b>Requested Motion:</b>			
Approve the renewal of AirMedCare payroll deduction agreement. ....			
.....			
<b>Attachments:</b>		<b>Instructions Once Approved:</b>	
1. Plan code 6479 .....		Return originals to Julie Swift .....	
2. Plan code 12471 .....			
3. ....			
4. ....			
5. ....			
<b>Contact Person – Name and Department:</b>		<b>Date Submitted:</b>	
..... Julie Swift – Payroll & HR .....		3-14-2024	



Plan Code: 6479

**AirMedCare Network Membership for Payroll Deduct Only  
For Curry County Employees**

**Organization:** Curry County Employees  
**Physical Address:** 94235 Moore St Suite 124  
Gold Beach OR 97444  
**Mailing Address:** Same  
**Contact:** Julie Swift  
**Phone:** 5412473233  
**Email:** [swiftj@co.curry.or.us](mailto:swiftj@co.curry.or.us)  
**County:** Curry

**Membership Sales Manager/Base:** Jennifer Hart / Crescent City CO

**Participants:**

1. The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on a Participant List (to be provided after Participants complete individual membership applications) and remitting such fees to AirMedCare Network so the Participants can be members of the AirMedCare Network, an alliance of affiliated air ambulance providers \*(each a "Company") as provided in this Agreement.
  - o A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
  - o Each Participant must submit a completed membership application to AirMedCare Network.
2. For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.
3. For monthly payment plans, the current Participant List must be submitted with each monthly payment to ensure proper application of the fees.

**Fees and Payment:**

No. of Participants in Initial Group	Rates	Total
40	1 Year Membership Participant(s) . . . . .	\$ 75.00 \$ 3000.-
4	3 Year Membership Participant(s) . . . . .	\$ 195.00 \$ 780.-
1	5 Year Membership Participant(s) . . . . .	\$ 295.00 \$ 295.-
	10 Year Membership Participant(s) . . . . .	\$ 585.00 \$ -
Total		\$ 4075.00

**General Provisions:**

1. Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants. Memberships will automatically expire without notice (i) after one year for annual payment plans, and (ii) after one month for monthly payment plans; however, a 60 day grace period will apply if a membership renewal payment is received within such grace period. No refunds.
2. AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.
4. The Organization shall not decrease the historical air ambulance coverage benefit or reimbursement amount applicable to the Participants. Any such action will be a material breach of this Agreement and AirMedCare Network may immediately terminate this Agreement and pursue any other remedies available at law or in equity.

Page 1 of 5



Initial \_\_\_\_\_



5. The Organization acknowledges and understands that each Participant will be subject to the Terms and Conditions attached hereto as **Exhibit A**. However, the Organization and AirMedCare Network hereby acknowledge and agree that the terms and conditions set forth in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMedCare Network.

Agreed to by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Matt Muse**

\_\_\_\_\_  
Printed Name

**Executive Director of Membership**

\_\_\_\_\_  
Title

**Membership**

\_\_\_\_\_  
Division

\_\_\_\_\_  
Date



Initial \_\_\_\_\_



## Exhibit A Terms and Conditions

AirMedCare Network ("AMCN") is an alliance of affiliated emergency air ambulance providers\* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider's membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider's air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider's control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. "Insurance" or "benefits" means any and all types of insurance or benefits without any limitation. By way of example only, such "insurance" or "benefits" include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms "insurance" or "benefits" include any insurance or benefits that are owned by a member (or that are written or held in a member's name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else's name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. "Third-party responsibility" means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider's services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider's services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member's injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

Page 3 of 5



Initial \_\_\_\_\_





5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. **LIMITATION OF LIABILITY.** THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("Rules"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM.** The arbitrator is not authorized to award attorney's fees and costs or equitable relief. In the event the prohibition on class arbitration or any other provision in this

Page 4 of 5



Initial \_\_\_\_\_



arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

\*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.





Plan Code: 12471

**AirMedCare Network Membership for Payroll Deduct Only  
For Curry County Employees**

**Organization:** Curry County Employees  
**Physical Address:** 94235 Moore St Suite 124  
Gold Beach OR 97444  
**Mailing Address:** Same  
**Contact:** Julie Swift  
**Phone:** 5412473233  
**Email:** [swiftj@co.curry.or.us](mailto:swiftj@co.curry.or.us)  
**County:** Curry

**Membership Sales Manager/Base:** Jennifer Hart / Crescent City CO

**Participants:**

- The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on the attached Participant List become members of AMCN Fly-U-Home, which provides non-emergent patient transports in qualifying situations (see terms and conditions section)
  - A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
  - Each Participant must submit a completed AMCN Fly-U-Home membership application to AirMedCare Network.
- The Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.

**Fees and Payment:**

No. of Participants in Initial Group	Rates		Total
<u>10</u>	1 Year Membership Participant(s) . . . . .	\$ 8040.00	\$ 1120 -
<u>1</u>	3 Year Membership Participant(s) . . . . .	\$ 20150 150.00 140.00	\$ 190 - 00
	5 Year Membership Participant(s) . . . . .	\$ 500.00	\$ -
	10 Year Membership Participant(s) . . . . .	\$ 600.00	\$ -
		Total	\$ 1560.

**General Provisions:**

- Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants.
- AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AMCN Fly-U-Home services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
- This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by



AirMedCare Network before expiration date. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships. No refunds.

4. The Organization acknowledges and understands that each Participant will be subject to the Terms and Conditions attached hereto as **Exhibit A**. However, the Organization and AirMed hereby acknowledge and agree the terms and conditions set forth in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMedCare Network.

Agreed to by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Matt Muse**

\_\_\_\_\_  
Printed Name

**Executive Director of Membership**

\_\_\_\_\_  
Title

**Membership**

\_\_\_\_\_  
Division

\_\_\_\_\_  
Date



#### **Exhibit A**

#### **AirMedCare Network\* Fly-U-Home U.S. Domestic Membership – Terms and Conditions**

1. **Air Medical Transport: Arrangements, Suitability and Additional Passengers.** If (1) an AirMedCare Network Fly-U-Home member is admitted to a hospital in the Contiguous 48 States that is more than 150 nautical miles (or approximately 172.6 statute miles) from the member's residence and (2) it is determined by the member's physician and AirMed's medical director that the member's medical condition is stable enough to allow air transport but that *medical escort is required*, then, at the member's request, AirMed will provide the member with private air medical transport or, if appropriate, commercial airline transport with medical escort. Transport will be provided on a bedside- to-bedside basis to a hospital of the member's choice that has accepted the member as a patient and is within the locality of the member's residence, subject to the membership terms and conditions. Decisions regarding urgency of transport, the best timing and the most suitable means of transport will be made by AirMed after consultation with the local attending physician and the member's receiving physician. AirMed will make all arrangements for each air medical transport. AirMed will not reimburse members for medical, medical transport or related expenses they incur on their own. AirMedCare Network Fly-U-Home membership does not cover emergent patient transports.

Travel companions and baggage will be accommodated at no additional cost on AirMed transports, subject to safety and space constraints, but companions will be responsible for their own airfare on scheduled commercial aircraft.

2. **Transport of Mortal Remains.** If a member dies within the Contiguous 48 States while traveling more than 150 nautical miles (or approximately 172.6 statute miles) from the member's residence, at the request of the member's family, AirMed will arrange for the return of the member's mortal remains to a funeral facility in the city of the member's residence within the Contiguous 48 States.
3. **Member Eligibility.** A member must be a natural person who resides in the Contiguous 48 States, meaning the United States of America, excluding the states of Alaska and Hawaii, and excluding all territories and possessions. A member's residence must be listed on the member's enrollment application. Requests for changes to a member's residence must be submitted in writing to AirMed. The benefits of the membership extend to the designated primary member and all persons who dwell in a shared living space with the primary member and who are named in the enrollment application. Membership commences after a completed enrollment application and full payment has been received.
4. **Qualifications, Limitations and Exclusions.** Membership is subject to the following qualifications, limitations and exclusions:
  - (a) **Ineligible and Excluded Transports.** For the first 30 days of membership, a member will not be eligible for a transport due to illness or injury if the member was hospitalized for that same or a related condition within 30 days prior to the membership effective date. A member being evaluated for an organ transplant list prior to enrollment will not be entitled to a transport for conditions related to that transplant.





- (b) Maximum Number of Transports. Membership covers up to two separate transports per year per membership (in total for all members covered under one membership); however, if multiple members who are covered under one membership require simultaneous transport, then each such member will be limited to that one transport.
- (c) Locations Inaccessible by Fixed Wing Aircraft. Both the originating and receiving hospital must be reasonably accessible by ground ambulance to transport the member to and from an airfield capable of accommodating an AirMed or one of its authorized affiliates aircraft. The cost associated with transportation from isolated areas or islands to an airport accessible to AirMed aircraft is not included in the membership and will be the responsibility of the member. Membership benefits do not include helicopter transportation.
- (d) High Risk / Safety Medical Restrictions. In conjunction with FAA, U.S. State Department and other regulatory standards, and AirMed safety standards, a member will not be entitled to air medical transport if the member's illness or injury is a result of or is contributed to by the following:
- (i) suicide or attempted suicide or intentional self-injury; (ii) a member's own criminal or felonious act; (iii) actions taken while the member is in a state of insanity; (iv) war, invasion, civil war or terrorism; or (v) contagious airborne pathogens. A member suffering from a psychiatric or mental disorder that is not manageable and will not allow safe transport within the confines of the ground ambulance and aircraft may not be transported. A member beyond the second trimester of pregnancy may not be transported if the transport request relates to the pregnancy.
- (e) Non-Refundable, Non-Transferable. Memberships are non-refundable and non-transferable.
5. Any and all matters arising out of or relating to the membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Alabama without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, AirMed and you agree that this contract does not incorporate any such common law duties or state laws.
6. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("Rules"), as modified by these terms and conditions. The place of arbitration will be Birmingham, Alabama. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS**



**OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief.** In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact AirMed and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

7. These terms and conditions supersede all previous terms and conditions between a member and AirMed, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President of AirMed, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

\* AirMedCare Network® is a registered service mark of Air Medical Group Holdings LLC. All AMCN Fly-U-Home<sup>SM</sup> membership benefits and services are offered and provided by AirMed International LLC, an FAA Part 135 operator, and EagleMed LLC, an FAA Part 135 operator, both subsidiaries of Air Medical Group Holdings LLC.



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

Agenda Date:		Agenda Item Title:	
3/21/24		Road Department Repair of Vac-Con, Jet Rodder/Vac Truck	
Time Needed:			
Financial Impact:		Description and Background:	
\$28,742.67		<p>This is a repair of 1996 Vac-Con, Jet/Rodder/Vac Truck which was acquired from the City of Gold Beach via trade, plus \$10,000, for a Road Department Dump Truck that was to be sold via auction. These repairs are necessary to be able to operate the equipment safely and effectively.</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 repair of Vac- Con Jet Rodder/Vac Truck, Equipment #R96388 for the cost of \$28,742.67			
Attachments:		Instructions Once Approved:	
1. Enviro-Clean Invoice 2. 3. 4. 5.			
Contact Person – Name and Department:			Date Submitted:
Gary Wolford, Road Department			3/12/24



## Curry County Road Department

### Individual Claim Approval Report for Budget 1.15-431.00-490.00

**Vendor Number and Address**

428 - Enviro-Clean Equipment, Inc.  
2395 NW Eleven Mile Ave.  
Gresham, OR 97030

Alternate Vendor #: 1068

**Payment Date**

03/22/2024

COPY

Invoice	Invoice Date	Quantity	UOM	Description	Budget	Unit Cost	Total Cost
<b>Material</b>							
24-62413R	03/05/2024	1	Each	1410 U-Joint Kit (Oreilly's) R96388	661-00	\$71.6000	\$71.60
24-62413R	03/05/2024	1	Each	621-0704 1/2" HP Swivel, 3000 PSI 8-8 R96388	661-00	\$241.1000	\$241.10
24-62413R	03/05/2024	1	Each	621-0706 1/2" HP Female QD, Locking R96388	661-00	\$136.4000	\$136.40
24-62413R	03/05/2024	1	Each	621-0706 1/2" HP Male QD, Locking R96388	661-00	\$43.3600	\$43.36
24-62413R	03/05/2024	1	Each	624-2115 U-Joint Kit R96388	661-00	\$71.6000	\$71.60
24-62413R	03/05/2024	1	Each	662-0205 1" Hycon 2 Way Ball Valve R96388	661-00	\$228.1100	\$228.11

Completed By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

Additional

Comments:

Curry County Road Department

Individual Claim Approval Report for Budget 1.15-431.00-490.00

24-62413R	03/05/2024	1	Each	662-0298 Heavy Duty Unloader Valve 3200PSI R96388	661-00	\$2,049. 3300	\$2,049.33
24-62413R	03/05/2024	1	Each	663-0003 Female Quick Connector OD R96388	661-00	\$41.1400	\$41.14
24-62413R	03/05/2024	1	Each	663-0003 Male Quick Connector OD R96388	661-00	\$11.0000	\$11.00
24-62413R	03/05/2024	1	Each	690-1179 Rear Door Seal R96388	661-00	\$410.8000	\$410.80
24-62413R	03/05/2024	16	Feet	8" Kanaflex Hose R96388	661-00	\$74.8800	\$1,198.08
24-62413R	03/05/2024	1	Each	800-0125 Inlet Tube Weldment R96388	661-00	\$1,939. 3000	\$1,939.30
24-62413R	03/05/2024	1	Each	800-0128 Suction Elbow Weldment R96388	661-00	\$1,728. 7400	\$1,728.74
24-62413R	03/05/2024	1	Each	800-0500 Inlet Tube-Fixed Weldment R96388	661-00	\$2,144. 3400	\$2,144.34
24-62413R	03/05/2024	2	Each	800-1459 Screen Weldment R96388	661-00	\$1,158. 9700	\$2,317.94
24-62413R	03/05/2024	2	Each	810-0567 8" O-Ring R96388	661-00	\$31.1700	\$62.34
24-62413R	03/05/2024	1	Each	810-0800 Wear Plate R96388	661-00	\$515.7800	\$515.78
24-62413R	03/05/2024	1	Each	Bulldog 80 Series 6" Skit CT R96388	661-00	\$2,500. 0000	\$2,500.00

Completed By: \_\_\_\_\_ Approved By: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

Additional  
Comments: \_\_\_\_\_

Curry County Road Department

Individual Claim Approval Report for Budget 1.15-431.00-490.00

24-62413R	03/05/2024	1	Each	DO-89 Tyger Tail 3" x 36 R96388	661-00	\$87.4200	\$87.42
24-62413R	03/05/2024	1	Each	N/C Inlet / Outlet adapter assembly, Shipping R96388	661-00	\$5,970.4600	\$5,970.46
24-62413R	03/05/2024	1	Each	U45109 Heavy Duty Washdown Gun R96388	661-00	\$223.8300	\$223.83
Services							
24-62413R	03/05/2024	45	Hour	Labor Charge, Drive Shaft Replacement, U-Joints, Water Fittings R96388	434-00	\$150.0000	\$6,750.00
Grand Total:						\$28,742.67	

Completed By: \_\_\_\_\_ Approved By: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

Additional  
Comments: \_\_\_\_\_

# Payable Approved to Pay

Date Printed 3/13/2024

APS1008

**Enviro-Clean Equipment, Inc. - 428****Payment Date: 03/22/2024**

Address: 2395 NW Eleven Mile Ave. Gresham OR 97030 (503) 491-3393

Budget Number: 434-00 - Rep Maint - Vehicles - 2023/2024

Inv. #	Inv. Date	Quantity	Description	Unit Cost	Total
24-62413R	03/05/2024	45.0000	Labor Charge, Drive Shaft Replacement, U-Joints, Water Fittings R96388	\$150.00	\$6,750.00
Total for Budget:					\$6,750.00

Budget Number: 661-00 - Sup - Motor Vehicle - Parts - 2023/2024

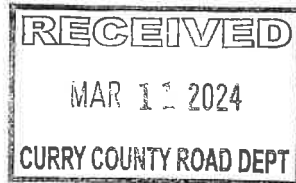
Inv. #	Inv. Date	Quantity	Description	Unit Cost	Total
24-62413R	03/05/2024	1.0000	800-0500 Inlet Tube-Fixed Weldment R96388	\$2,144.34	\$2,144.34
24-62413R	03/05/2024	1.0000	800-0125 Inlet Tube Weldment R96388	\$1,939.30	\$1,939.30
24-62413R	03/05/2024	1.0000	800-0128 Suction Elbow Weldment R96388	\$1,728.74	\$1,728.74
24-62413R	03/05/2024	1.0000	N/C Inlet / Outlet adapter assembly, Shipping R96388	\$5,970.46	\$5,970.46
24-62413R	03/05/2024	1.0000	690-1179 Rear Door Seal R96388	\$410.80	\$410.80
24-62413R	03/05/2024	1.0000	810-0800 Wear Plate R96388	\$515.78	\$515.78
24-62413R	03/05/2024	1.0000	662-0205 1" Hycon 2 Way Ball Valve R96388	\$228.11	\$228.11
24-62413R	03/05/2024	2.0000	800-1459 Screen Weldment R96388	\$1,158.97	\$2,317.94
24-62413R	03/05/2024	2.0000	810-0567 8" O-Ring R96388	\$31.17	\$62.34
24-62413R	03/05/2024	16.0000	8" Kanaflex Hose R96388	\$74.88	\$1,198.08
24-62413R	03/05/2024	1.0000	624-2115 U-Joint Kit R96388	\$71.60	\$71.60
24-62413R	03/05/2024	1.0000	1410 U-Joint Kit (Oreilly's) R96388	\$71.60	\$71.60
24-62413R	03/05/2024	1.0000	DO-89 Tyger Tail 3" x 36 R96388	\$87.42	\$87.42
24-62413R	03/05/2024	1.0000	621-0706 1/2" HP Female QD, Locking R96388	\$136.40	\$136.40
24-62413R	03/05/2024	1.0000	621-0706 1/2" HP Male QD, Locking R96388	\$43.36	\$43.36
24-62413R	03/05/2024	1.0000	663-0003 Female Quick Connector OD R96388	\$41.14	\$41.14
24-62413R	03/05/2024	1.0000	663-0003 Male Quick Connector OD R96388	\$11.00	\$11.00
24-62413R	03/05/2024	1.0000	Bulldog 80 Series 6" Skit CT R96388	\$2,500.00	\$2,500.00
24-62413R	03/05/2024	1.0000	U45109 Heavy Duty Washdown Gun R96388	\$223.83	\$223.83
24-62413R	03/05/2024	1.0000	621-0704 1/2" HP Swivel, 3000 PSI 8-8 R96388	\$241.10	\$241.10
24-62413R	03/05/2024	1.0000	662-0298 Heavy Duty Unloader Valve 3200PSI R96388	\$2,049.33	\$2,049.33
Total for Budget:					\$21,992.67
Total Vendor Payment:					\$28,742.67

Total for All Vendors: \$28,742.67

I certify that this invoice is for goods/services furnished to Curry County and funds are budgeted for this expense.

(Dept. Head or Authorized person)

Date:

Ph: 503.491.3393  
Fax: 503.491.2283

DATE	INVOICE #
3/5/2024	24-62413R

Curry County Road Department  
Attn: Diana Carpenter  
28425 Hunter Creek Rd.  
Gold Beach, OR 97444

Curry County Road Dept  
Attn: Rocky  
28425 Hunter Creek Road  
Gold Beach, OR 97444

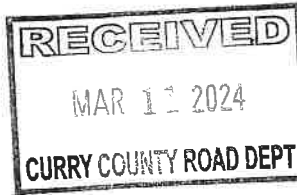
Thank you for your business.	<b>Subtotal</b>	\$28,742.67
	<b>Sales Tax ()</b>	\$0.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	<b>\$28,742.67</b>

Page 3

**Enviro-Clean Equipment, Inc.**

2395 NW Eleven Mile Ave  
Gresham, OR 97030

Ph: 503.491.3393  
Fax: 503.491.2283

**INVOICE**

DATE	INVOICE #
3/5/2024	24-62413R

<b>BILL TO</b>
Curry County Road Department Attn: Diana Carpenter 28425 Hunter Creek Rd. Gold Beach, OR 97444

<b>SHIP TO</b>
Curry County Road Dept Attn: Rocky 28425 Hunter Creek Road Gold Beach, OR 97444

				S.O. No.	R36782
P.O. NUMBER	TERMS	SALES REP	DATE SHIP	VIA	Prepared by:
	Net 30	SS	2/23/2024	Will Call	AD
ORDERED	SHIPPED	PART #	DESCRIPTION	PRICE EACH	AMOUNT
			upon drop off.		
1	1	800-0500	Inlet Tube - Fixed Weldment	2,144.34	2,144.34
1	1	800-0125	Inlet Tube Weldment	1,939.30	1,939.30
1	1	800-0128	Suction Elbow Weldment	1,728.74	1,728.74
1	1	711-3425	N/C Inlet/Outlet adapter assy	5,105.25	5,105.25
1	1		Shipping & Handling	865.21	865.21
1	1	690-1179	Rear Door Seal	410.80	410.80
1	1	810-0080	Wear Plate	515.78	515.78
1	1	662-0205	1" Hycon 2 Way Ball Valve	228.11	228.11
2	2	800-1459	Screen Weldment	1,158.97	2,317.94
2	2	810-0567	8" O-Ring	31.17	62.34
16	16	180AR-8	8" Kanaflex Hose, Per Ft	74.88	1,198.08
1	1	624-2115	U-Joint Kit 1410	71.60	71.60
1	1	1410	U Joint Kit 1410 (Oreilly's)	71.60	71.60
1	1	DO-89	Tyger Tail, 3" x 36"	87.42	87.42
1	1	621-0706	1/2" HP Female QD, Locking	136.40	136.40
1	1	621-0705	1/2" HP Male QD, Locking	43.36	43.36
1	1	663-0003	Female Quick Connector QD	41.14	41.14
1	1	663-0004	Male Quick Connector QD	11.00	11.00
1	1		Bulldog 80 Series 6" Skit CT 1" (Used)	2,500.00	2,500.00
1	1	U45109	Heavy Duty Washdown Gun	223.83	223.83

Thank you for your business.

**Subtotal**

**Sales Tax ()**

**Payments/Credits**

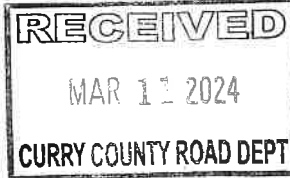
**Balance Due**

# Enviro-Clean Equipment, Inc.



2395 NW Eleven Mile Ave  
Gresham, OR 97030

Ph: 503.491.3393  
Fax: 503.491.2283



## INVOICE

DATE	INVOICE #
3/5/2024	24-62413R

### BILL TO

Curry County Road Department  
Attn: Diana Carpenter  
28425 Hunter Creek Rd.  
Gold Beach, OR 97444

### SHIP TO

Curry County Road Dept  
Attn: Rocky  
28425 Hunter Creek Road  
Gold Beach, OR 97444

				S.O. No.	R36782	
P.O. NUMBER		TERMS	SALES REP	DATE SHIP	VIA	Prepared by:
		Net 30	SS	2/23/2024	Will Call	AD
ORDERED	SHIPPED	PART #	DESCRIPTION		PRICE EACH	AMOUNT
			Work Performed on Vac-Con unit SN 12951341 on 02/19 - 02/23/2024 Chassis Mileage: 13,914 Aux Engine Hours: 629  Work Performed: Remove and replace boom tubes and seals, in-out box and seals, boom elbow, rear door seal and replaced wear plate. Removed and replace tank screens and made screen holders. Removed front drive shaft and removed and replaced u-joints, and reinstalled. Had to replace the piece of kanaflex between in-out box and the fan inlet, and the upper hose. Installed water fittings on to new hand gun. Sent new unloader valve with truck, and 90 swivel for hand reel. Test systems all working at this time. Sold used bulldog nozzle, new hand gun and Tyger tail per customer request			

Thank you for your business.

**Subtotal**

**Sales Tax ()**

**Payments/Credits**

**Balance Due**



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

CONTRACT  
between  
CURRY COUNTY, OR  
and  
TIDEWATER CONTRACTORS, INC.  
for  
CHIP SEAL AGGREGATE 2024

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

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

**Statement of Work**

Contractor to furnish and deliver 1,300 tons for a total contract price of \$75,400.00. Delivered and invoiced as follows. 1,300 tons of 3/8"-1/4" aggregate for the unit price per ton of \$58.00, for a total of \$75,400.00, to the stockpile site at Hunter Creek County Shop, invoiced as PR0436, at the following conditions and grading requirements;

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

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

**Grading Requirements**



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

Percentage Passing

<u>Sieve Sizes</u>	<u>3/8"-1/4"</u>
1/2"	100
3/8"	85-10
1/4" No. 30	0-2
No. 200 (Wet)	0-1

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

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

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

The Contractor shall furnish load weight tickets at time of delivery, as detailed in section 00190.20 of the "2021 Oregon Standard Specifications for Construction", as published by the Oregon Department of Transportation.

The aggregate must be stockpiled and available for County use by June 3<sup>rd</sup>, 2024

**Specifications**

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

### **Specifications**

2. The Contractor shall, at its sole cost and expense, obtain before commencement of the work, and maintain during the process of the work, insurance coverage as set forth below. The contractor shall supply duplicate certificates evidencing that said minimum insurance is in force and that ten day's notice will be given to County prior to any cancellation restriction or modification of such insurance.
  - a. Automobile liability insurance in limits not less than \$2,000,000 combined single limit per occurrence, and \$4,000,000 in the aggregate.
  - b. Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence and \$4,000,000 general annual aggregate.
3. Contractor is an independent contractor and not an employee of County. The contractor shall have complete responsibility for the performance of this project. The contractor is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it to provide workers compensation coverage for its subject workers.
4. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, etc. including but not limited to ORS 279B.045, 279B.220, 279B.235, 279C.505, 279C.515, 279C.520 and 279C.530, which are incorporated herein.

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

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

Contractor agrees to indemnify, defend, and hold harmless County from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Contractor, its employees, or agents in connection.

6. Contractor is an independent contractor and not an employee of County. The contractor shall have the complete responsibility for the performance of this project. The contractor is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it to provide workers compensation coverage for its subject workers.
7. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, etc. including but not limited to ORS 279B.045, 279B.220, 279B.235, 279C.505, 279C.515, 279C.520 and 279C.530, which are incorporated herein.

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

8. Payment will be made for the accepted quantities of the work performed for the various items detailed in the Schedule of Contract Prices. Payment will be made within 30 days of receipt of Contractor's invoice following completion of the project. Payment will be full compensation for all materials, equipment and labor required to perform the work as specified.
9. Contractor agrees to indemnify, defend and hold harmless County from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Contractor, its employees, or agents in connection with this project.
10. This Contract may be terminated by either party for material breach of its terms provided that the party not in breach gives written notice to the party in breach and the breach is not cured within 10 calendar days of said notice. Termination of the Contract shall not prejudice any right of a party prior to the effective date of termination.
11. In the event a claim, dispute or other matter in question between the parties to this Contract arises and results in legal action, each party is responsible for its own attorney's fees.
12. Neither County nor Contractor shall assign, sublet, or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, trustee, or agent of any public body which may be party hereto.
13. No provision of this Contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights.
14. If any provision of this Contract is held by a court to be invalid, such invalidity shall not affect the validity of other provisions of the Contract documents.

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

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

CURRY COUNTY

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

TIDEWATER CONTRACTORS, INC.

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

APPROVED AS TO FORM

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



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

Phone (541) 247-7097

Fax (541) 247-7804

Email: christensenr@co.curry.or.us

**REQUEST FOR PRICE QUOTE**  
**CHIP SEAL AGGREGATE**  
December 12<sup>th</sup>, 2023

The Curry County Road Department is soliciting price quotes for chip seal aggregate as detailed below. If you are interested, have your written response in by **2:00 P.M., Tuesday, January 16<sup>th</sup>, 2024**. Faxed or emailed quotes will be accepted. If you have any questions, contact me at 541-247-7097 or by e-mail at wolfordg@co.curry.or.us.

**Specifications**

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

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

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

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

The aggregate must be available for County use by **June 3<sup>rd</sup>, 2024**.

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

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

## CHIP SEAL AGGREGATE PRICE QUOTE

The undersigned proposes to furnish the aggregate described in the Request for Price Quote - Chip Seal Aggregates dated December 12<sup>th</sup>, 2024, for the prices listed below. The County reserves the right to make adjustments in quantities.

### Hunter Creek Road – County Yard

1300 Tons 3/8"-1/4"

Price/Ton delivered to Hunter Creek Rd site:

\$ 58.00 ton

Total:

\$ 75,400.00

Plant Location

Conn Pit

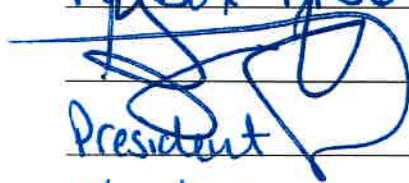
Company

Tidewater Contractors, Inc

Address

PO Box 1956 Brookings, OR 97415

Signature



Title

President

Date

1/16/24

## Gary Wolford

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**From:** Gary Wolford  
**Sent:** Tuesday, December 12, 2023 9:16 AM  
**To:** Cassie Fitzhugh  
**Cc:** Anne Reed; Ted Fitzgerald; Rabiah L. Lee  
**Subject:** 2023-2024 Chip Seal Aggregate Price Quote  
**Attachments:** 2023-2024 Chip Seal Aggregate Price Quote Request.doc

*TIDEWATER*

Cassie,

For your consideration, attached is a Request for Chip Seal Aggregate Price Quote for this upcoming summers' (2024) Curry County Road Department chip seal project.  
Please reply that you have received the request for quote, and feel free to contact us if you have any questions.

Thank you,

*Gary Wolford*  
Maintenance/Construction Foreman  
Curry County Road Department  
Office 541.247.7097  
[wolfordg@co.curry.or.us](mailto:wolfordg@co.curry.or.us)



## Gary Wolford

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**From:** Gary Wolford  
**Sent:** Tuesday, December 12, 2023 9:19 AM  
**To:** office@pipeandrock.com  
**Cc:** Anne Reed; Ted Fitzgerald; Rabiah L. Lee  
**Subject:** 2023-2024 Chip Seal Aggregate Price Quote  
**Attachments:** 2023-2024 Chip Seal Aggregate Price Quote Request.doc

DA-TONE

No RESPONSE

Hello,

For your consideration, attached is a Request for Chip Seal Aggregate Price Quote for this upcoming summers' (2023) Curry County Road Department chip seal project.

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

Thank you,

*Gary Wolford*

Maintenance/Construction Foreman

Curry County Road Department

Office 541.247.7097

[wolfordg@co.curry.or.us](mailto:wolfordg@co.curry.or.us)





## Gary Wolford

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**From:** Gary Wolford  
**Sent:** Tuesday, December 12, 2023 9:22 AM  
**To:** tim.huntley@kniferiver.com  
**Cc:** Anne Reed; Ted Fitzgerald; Rabiah L. Lee  
**Subject:** 2023-2024 Chip Seal Aggregate Price Quote  
**Attachments:** 2023-2024 Chip Seal Aggregate Price Quote Request.doc

*KNIFE RIVER  
NO RESPONSE*

Tim,

For your consideration, attached is a Request for Chip Seal Aggregate Price Quote for this upcoming summers' (2023) Curry County Road Department chip seal project.

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

Thank you,

*Gary Wolford*

Maintenance/Construction Foreman

Curry County Road Department

Office 541.247.7097

[wolfordg@co.curry.or.us](mailto:wolfordg@co.curry.or.us)



## Gary Wolford

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**From:** Gary Wolford  
**Sent:** Tuesday, December 12, 2023 9:23 AM  
**To:** bandonconcretellc@gmail.com  
**Cc:** Anne Reed; Ted Fitzgerald; Rabiah L. Lee  
**Subject:** 2023-2024 Chip Seal Aggregate Price Quote  
**Attachments:** 2023-2024 Chip Seal Aggregate Price Quote Request.doc

*BANDON CONCRETE*  
*NO RESPONSE*

Hello,

For your consideration, attached is a Request for Chip Seal Aggregate Price Quote for this upcoming summers' (2023) Curry County Road Department chip seal project.

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

Thank you,

*Gary Wolford*

Maintenance/Construction Foreman

Curry County Road Department

Office 541.247.7097

[wolfordg@co.curry.or.us](mailto:wolfordg@co.curry.or.us)





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

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

**CHIP ROCK QUOTE REQUEST – 12/12/2024**

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

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

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

Bandon Concrete  
94912 Highway 42 South  
Coquille, OR 97423



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

CONTRACT between  
CURRY COUNTY, OREGON  
and  
ALBINA ASPHALT  
for  
CHIP SEAL OIL 2024

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

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

**Statement of Work**

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

**Delivery Schedule**

Delivery to begin June 17<sup>th</sup>, 2024, at 8 AM at Edson Creek Road and end approximately July 12<sup>th</sup>, 2024 at Cedar Valley Road. Delivery on the first day shall consist of two truck and trailer loads for HFRS-P2 and/or RSLTP with varying deliveries thereafter. Delivery for SS-IH Dilute shall consist of one truck and trailer load per day. The schedule may be subject to change depending upon weather conditions.

**Specifications**

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

**CHIP SEAL OIL CONTRACT 2024**

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

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

4. Comply with Section 00195 of the Oregon Standard Specifications for Construction 2018 modified as follows:

**00195.10 Payment For Changes in Materials Costs** - Replace this subsection with the following subsection:

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

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

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

## **CHIP SEAL OIL CONTRACT 2024**

binding for the entire duration of the Contract. If no such written notification is made, the Portland, Oregon area prices will be used as the basis of the MACMP. The area selected as the basis of the MACMP, once chosen, will become the sole area to be used as the basis for all asphalt cement used on the Project. Each MACMP for a given month will be the average of the published prices for that MACMP for each Friday in that month.

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

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

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

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

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

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

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

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

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

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

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

**Pay Item(s):**

Emulsified Asphalt in Fog Coat

Asphalt in Emulsified Asphalt Surface Treatment

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

5. Contractor agrees to indemnify, defend and hold harmless County from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Contractor, its employees, or agents in connection with this project.
6. This Contract may be terminated by either party for material breach of its terms provided that the party not in breach gives written notice to the party in breach and the breach is not cured within 10 calendar days of said notice. Termination of the Contract shall not prejudice any right of a party prior to the effective date of termination.
7. In the event a claim, dispute or other matter in question between the parties to this Contract arises and results in legal action, each party is responsible for its own attorney's fees.
8. Neither County nor Contractor shall assign, sublet, or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, trustee, or agent of any public body which may be party hereto.
9. No provision of this Contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights.
10. If any provision of this Contract is held by a court to be invalid, such invalidity shall not affect the validity of other provisions of the Contract documents.

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

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

CURRY COUNTY

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

ALBINA ASPHALT

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

APPROVED AS TO FORM

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



## **SCHEDULE OF CONTRACT PRICES**

### **Edson Creek Road**

<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
HFRS-P2	75 Tons	<u>\$610.00</u>	<u>\$45,750.00</u>
Freight to Edson Creek Rd. Hwy 101 MP 322 and Edson Creek Rd. intersection (Flashing Yellow Light)	75 Tons	<u>\$85.00</u>	<u>\$6,375.00</u>
SS-1H Dilute	25 Tons	<u>\$400.00</u>	<u>\$10,000.00</u>
Freight to Edson Creek Rd. Hwy 101 MP 322 and Edson Creek Rd. intersection (Flashing Yellow Light)	75 Tons	<u>\$85.00</u>	<u>\$2,125.00</u>

### **Wedderburn Loop**

<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
HfRS-P2	25 Tons	<u>\$610.00</u>	<u>\$15,250.00</u>
Freight to Wedderburn Loop Hwy 101 MP 327.4 and Wedderburn Loop intersection, to MP 1.18 Wedderburn Loop	25 Tons	<u>\$85.00</u>	<u>\$2,125.00</u>

### **Jerry's Flat Road**

<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
HFRS-P2	50 Tons	<u>\$610.00</u>	<u>\$30,500.00</u>
Freight to Jerry's Flat Rd.	50 Tons	<u>\$85.00</u>	<u>\$4,250.00</u>

Hwy 101 MP 328 and Jerry's  
Flat Rd. intersection, to MP 2.5  
Jerry's Flat Rd.

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
SS-1H Dilute	25 Tons	<u>\$400.00</u>	<u>\$10,000.00</u>
Freight to Jerry's Flat Rd. Hwy 101 MP 328 and Jerry's Flat Rd. intersection, to MP 2.5 Jerry's Flat Rd.	25 Tons	<u>\$85.00</u>	<u>\$2,125.00</u>

**Cedar Valley Road**

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
HFRS-P2	25 Tons	<u>\$610.00</u>	<u>\$15,250.00</u>
Freight to Cedar Valley Rd. Hwy 101 MP 327.4 and N. Bank Rogue River Rd. intersection, to MP 5 N. Bank Rogue River Rd. Left on Cedar Valley Rd. 1/4 mile, Wideout on the right	25 Tons	<u>\$85.00</u>	<u>\$2,125.00</u>

<b>TOTAL</b>			<b><u>\$145,875.00</u></b>
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**Curry County Road Department**  
28425 Hunter Creek Road  
Gold Beach, OR 97444

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

**REQUEST FOR ASPHALT OIL PRICE QUOTE**

December 12<sup>th</sup>, 2023

The undersigned proposes to furnish the asphalt oils described in the Request for Asphalt Oil Price Quote, dated December 12<sup>th</sup>, 2023, for the prices listed below. The County reserves the right to make adjustments in quantities.

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

Quotes will be accepted either by mail to: Curry County Road Department, 28425 Hunter Creek Road, Gold Beach, Oregon, or by email to: [wolfordg@co.curry.or.us](mailto:wolfordg@co.curry.or.us).

**Quote Due:** 2:00 p.m., January 17<sup>th</sup>, 2024

**Delivery:** Two (2) truck and trailer loads per day—work schedule between June 10<sup>th</sup>, 2024 and July 11<sup>th</sup>, 2024.

**Edson Creek Road**

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
HFRS-P2	75 Tons	\$ 610. <sup>00</sup> /TON	\$ 45,750. <sup>00</sup>
Freight to Edson Creek Road Hwy 101 MP 322 and Edson Creek Road Intersection (Flashing Yellow Light)	75 Tons	\$ 85. <sup>00</sup> /TON	\$ 6,375. <sup>00</sup>
SS-1H Dilute	25 Tons	\$ 400. <sup>00</sup> /TON	\$ 10,000. <sup>00</sup>
Freight to Edson Creek Road Hwy 101 MP 322 and Edson Creek Road Intersection (Flashing Yellow Light)	25 Tons	\$ 85. <sup>00</sup> /TON	\$ 2,125. <sup>00</sup>

### Wedderburn Loop

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
HFRS - P2	25 Tons	<u>\$610.<sup>00</sup>/TON</u>	<u>\$15,250.<sup>00</sup></u>
Freight to Wedderburn Loop From Hwy 101 MP 327.4 and Wedderburn Loop Intersection to MP 1.18 Wedderburn Loop	25 Tons	<u>\$85.<sup>00</sup>/TON</u>	<u>\$2,125.<sup>00</sup></u>

### Jerry's Flat Road

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
HFRS-P2	50 Tons	<u>\$610.<sup>00</sup>/TON</u>	<u>\$30,500.<sup>00</sup></u>
Freight to Jerry's Flat Road Hwy 101 MP 328 and Jerry's Flat Rd Intersection to MP 2.5 Jerry's Flat Rd	50 Tons	<u>\$85.<sup>00</sup>/TON</u>	<u>\$4,250.<sup>00</sup></u>
SS-1H Dilute	25 Ton	<u>\$400.<sup>00</sup>/TON</u>	<u>\$10,000.<sup>00</sup></u>
Freight to Jerry's Flat Road Hwy 101 MP 328 and Jerry's Flat Rd Intersection to MP 2.5 Jerry's Flat Rd	25 Ton	<u>\$85.<sup>00</sup>/TON</u>	<u>\$2,125.<sup>00</sup></u>

### Cedar Valley Road

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
HFRS-P2	25 Tons	<u>\$610.<sup>00</sup>/TON</u>	<u>\$15,250.<sup>00</sup></u>
Freight to Cedar Valley Road Hwy 101 MP 327.4 and N Bank Rogue River Road Intersection to MP 5 N Bank Rogue River Rd, Left on Cedar Valley Road ¼ mile, Wideout on the Right	25 Tons	<u>\$85.<sup>00</sup>/TON</u>	<u>\$2,125.<sup>00</sup></u>

TOTAL	<u>N/A</u>	<u>\$145,875.<sup>00</sup></u>
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\* ALL LOADS BASED ON A 25/TON MINIMUM FREIGHT CHARGE.

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

Company ALBENA ASPHALT

Signature Kyle [Signature]

Phone 360-816-8536

## Gary Wolford

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**From:** Gary Wolford  
**Sent:** Wednesday, December 13, 2023 11:48 AM  
**To:** Kyle Arntson  
**Cc:** Ted Fitzgerald; Rabiah L. Lee; Anne Reed  
**Subject:** PR 438 Chip Oil Quote 2023-2024  
**Attachments:** PR 438 Chip Oil Quote 2023-2024.doc

*ALBINA ASPHALT*

Kyle,

For your consideration, attached is a Request for Chip Oil Price Quote for this upcoming summers' (2023) Curry County Road Department chip seal project.

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

Thank you,

*Gary Wolford*

Maintenance/Construction Foreman

Curry County Road Department

Office 541.247.7097

[wolfordg@co.curry.or.us](mailto:wolfordg@co.curry.or.us)



## Gary Wolford

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**From:** Gary Wolford  
**Sent:** Wednesday, December 13, 2023 11:41 AM  
**To:** Pat McNairy  
**Cc:** Ted Fitzgerald; Rabiah L. Lee; Anne Reed  
**Subject:** PR 438 Chip Oil Quote 2023-2024  
**Attachments:** PR 438 Chip Oil Quote 2023-2024.doc

*WESTERN EMULSIONS*  
*NO RESPONSE*

Pat,

For your consideration, attached is a Request for Chip Oil Price Quote for this upcoming summers' (2024) Curry County Road Department chip seal project.

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

Thank you,

*Gary Wolford*

Maintenance/Construction Foreman

Curry County Road Department

Office 541.247.7097

[wolfordg@co.curry.or.us](mailto:wolfordg@co.curry.or.us)



## Gary Wolford

---

**From:** Gary Wolford  
**Sent:** Wednesday, December 13, 2023 11:46 AM  
**To:** 'james.richmond@slurry.com'  
**Cc:** Ted Fitzgerald; Rabiah L. Lee; Anne Reed  
**Subject:** PR 438 Chip Oil Quote 2023-2024  
**Attachments:** PR 438 Chip Oil Quote 2023-2024.doc

VSS EMULTECH  
No Response

James,

For your consideration, attached is a Request for Chip Oil Price Quote for this upcoming summers' (2023) Curry County Road Department chip seal project.

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

Thank you,

*Gary Wolford*

Maintenance/Construction Foreman

Curry County Road Department

Office 541.247.7097

[wolfordg@co.curry.or.us](mailto:wolfordg@co.curry.or.us)







## Curry County Road Department

28425 Hunter Creek Road  
Gold Beach, OR 97444

Richard Christensen  
Roadmaster

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

### REQUEST FOR ASPHALT OIL PRICE QUOTE – 12/6/2022

[kyle.arnston@albina.com](mailto:kyle.arnston@albina.com)

Albina Asphalt  
801 Main Street  
Vancouver, WA 98660  
Phone: (360) 816-8550 Fax: (360) 816-8551

[pat.mcnaury@westernemulsions.com](mailto:pat.mcnaury@westernemulsions.com)

Western Emulsions (White City, OR plant)  
7701 11<sup>th</sup> Street  
White City, OR 97503  
Phone: (541) 826-3373 Fax: (541) 826-7122

[james.richmond@slurry.com](mailto:james.richmond@slurry.com)

VSS Emultech  
7200 Pit Road  
Redding, CA 96001  
Phone: (530) 241-1364 Fax: (530) 246-2912



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

<b>Agenda Date:</b>		<b>Agenda Item Title:</b>	
March 21 <sup>st</sup> 2024 .....		FY24 Revised Fund Budgets .....	
<b>Time Needed:</b>			
.....30 Minutes.....			
<b>Financial Impact:</b>		<b>Description and Background:</b>	
.....		Revised FY24 budgets to correct and balance select funds.....	
<b>Category:</b>			
<input checked="" type="checkbox"/> Action/Discussion			
<input type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
<b>Requested Motion:</b>			
Motion to approve revisions to the selected FY24 funds presented.....			
<b>Attachments:</b>		<b>Instructions Once Approved:</b>	
1. Resolution.....			
2. ....			
3. ....			
4. ....			
5. ....			
<b>Contact Person – Name and Department:</b>		<b>Date Submitted:</b>	
Keina Wolf.....		03/13/2024	

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

**In the Matter of a Resolution Modifying )  
Fund Revenues and Expenditures in the ) RESOLUTION NO. \_\_\_\_\_  
FY23-24 Budget for the Administration )  
and General Funds**

**WHEREAS**, due to funding and expenditure adjustments in the Administrative and General funds, it is the recommendation of the Finance Director that such funds should be revised for the purpose of accuracy and transparency to the 2023-2024 fiscal year budget; and

**WHEREAS**, such revisions and reallocation of appropriation and transfers is allowed under ORS 294.471, ORS 294.463

**NOW, THEREFORE, IT IS RESOLVED** that the 2023-2024 fiscal year budget for Curry County be revised as detailed in the attached for the specific purpose of providing revision and reallocation of revenues and expenditures through June 30, 2024.

**DATED** this 21st day of March 2024.

**BOARD OF CURRY COUNTY COMMISSIONERS**

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

Approved as to Form:

\_\_\_\_\_  
John Herzog, Vice Chair

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

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

**GENERAL FUND - NON-DEPARTMENTAL**

2022 Actual	2023 Actual	2024 Adopted	Account Number	Account Description	2024 Revised	2024 Change
\$2,024,176	\$1,993,766	\$1,925,000	1.10-413.90-311.10-000-00	Taxes - Prop - Current Year	\$ 2,096,500.00	\$ 171,500.00
\$14,295	\$109,157	\$55,000	1.10-413.90-311.15-000-00	Taxes - Prop - Prior Years	\$ 10,000.00	\$ (45,000.00)
\$404,566	\$426,053	\$400,000	1.10-413.90-316.20-000-00	Taxes - Electric Co-Op	\$ 430,000.00	\$ 30,000.00
\$171,816	\$129,620	\$140,000	1.10-413.90-318.20-000-00	Fees - Cable Franchise	\$ 140,000.00	\$ -
\$914,865	\$930,813	\$920,000	1.10-413.90-332.10-000-00	DOI/BLM - O & C Land 15.227	\$ -	\$ -
	\$0	\$5,000	1.10-413.90-332.12-000-00	Fed - Nat'l Wildlife R 15.659	\$ 5,000.00	\$ -
	\$793,346	\$950,000	1.10-413.90-333.00-000-00	Fed - Pmt In Lieu Tax 15.226	\$ 950,000.00	\$ -
\$22	\$9,282	\$10,000	1.10-413.90-334.00-000-00	Other - St - PILT	\$ 10,000.00	\$ -
\$6,915	\$6,593	\$7,500	1.10-413.90-334.10-000-00	GR-St-CAFFA Non Dept A&T	\$ 7,500.00	\$ -
\$11,347	\$12,309	\$15,000	1.10-413.90-335.60-000-00	Shared - St - Tobacco Taxes	\$ 15,000.00	\$ -
\$123,417	\$166,459	\$125,000	1.10-413.90-335.70-000-00	Shared - St - Alcohol Taxes	\$ 125,000.00	\$ -
\$5,235	\$4,581	\$4,000	1.10-413.90-335.90-000-00	Shared - St - Amusement Tax	\$ 4,000.00	\$ -
	\$4,677	\$5,000	1.10-413.90-336.00-000-00	Other - St - PILT - WOST	\$ 5,000.00	\$ -
\$119,337	\$35,061	\$50,000	1.10-413.90-380.00-000-00	Misc Revenue	\$ 50,000.00	\$ -
\$863	\$512	\$0	1.10-413.90-390.00-000-00	Reimbursement - Misc	\$ -	\$ -
\$110,337		\$0	1.10-413.90-391.97-000-00	Tran In - 1.90 ARP COVID PR	\$ -	\$ -
\$18,380	\$176,461	\$50,000	1.10-413.90-391.99-000-00	Allocated Interest	\$ 50,000.00	\$ -
\$293,370	\$434,530	\$0	1.10-413.90-399.00-000-00	Unassigned Fund Balance	\$ -	\$ -
\$750,000	\$750,000	\$830,000	1.10-413.90-399.01-000-00	Assigned Fund Balance	\$ 830,000.00	\$ -
\$80,000	\$80,000		1.10-413.90-399.04-000-00	Nonspendable Fund Balance	\$ -	\$ -
<b>\$5,048,941</b>	<b>\$6,063,220</b>	<b>\$5,491,500</b>		<b>TOTAL RESOURCES</b>	<b>\$ 4,728,000.00</b>	<b>\$ 156,500.00</b>
	\$0	\$5,000	1.10-413.90-490.00-320-00	Pro Svcs - Legal	\$ 2,500.00	\$ (2,500.00)
\$140,998	\$94,276	\$25,000	1.10-413.90-490.00-330-00	Pro Svcs - General	\$ 5,000.00	\$ (20,000.00)
\$6,801	\$5,565	\$10,000	1.10-413.90-490.00-330-01	Pro Svcs - Media Services	\$ 1,000.00	\$ (9,000.00)
	\$0	\$1,516	1.10-413.90-490.00-521-00	Ins - Liability - General	\$ 1,516.00	\$ -
\$1,220	\$88,998	\$75,000	1.10-413.90-490.00-522-00	Ins Settlement/Judgement	\$ 50,000.00	\$ (25,000.00)
	\$0	\$109	1.10-413.90-490.00-524-00	Property Ins - Non Department	\$ 109.00	\$ -
\$0	\$5,734	\$0	1.10-413.90-490.00-580-00	Travel - Meals & Lodging	\$ -	\$ -
\$0	\$662	\$0	1.10-413.90-490.00-610-00	Sup - Non-Capital Equipment	\$ -	\$ -
\$6,766	\$6,533	\$15,000	1.10-413.90-490.00-615-00	Other Materials & Services	\$ 12,000.00	\$ (3,000.00)
\$53	\$0	\$0	1.10-413.90-490.00-615-23	M & S Hammond House	\$ -	\$ -
\$36,038	\$42,936	\$30,000	1.10-413.90-490.00-650-00	Membership Dues	\$ 30,000.00	\$ -
\$763	\$0	\$0	1.10-413.90-490.00-695-00	Bad Debt - Other	\$ 1,000.00	\$ 1,000.00
<b>\$192,639</b>	<b>\$244,706</b>	<b>\$161,625</b>		<b>TOTAL MATERIALS AND SERVICES</b>	<b>\$ 103,125.00</b>	<b>\$ (58,500.00)</b>

\$0	\$0	\$409	1.10-413.90-491.17-000-15	Tran To - 2.17 CD GIS	\$ 409.00	\$ -
\$238,312	\$38,003	\$11,656	1.10-413.90-491.17-000-19	Tran To - 2.17 CD Planning	\$ 11,656.00	\$ -
	\$0	\$88,024	1.10-413.90-491.17-000-16	Tran To - 2.17 CD Surveyor	\$ 88,024.00	\$ -
\$77,255	\$0	\$272,939	1.10-413.90-491.17-000-29	Tran To - 2.17 CD Emerg Srvcs	\$ 272,939.00	\$ -
\$98,249	\$195,985	\$335,238	1.10-413.90-491.17-000-35	Tran To - 2.17 CD Code Enforce	\$ 335,238.00	\$ -
\$108,787	\$92,887	\$118,591	1.10-413.90-491.17-000-66	Tran To - 2.17 CD Veterans	\$ 118,591.00	\$ -
	\$0	\$0	1.10-413.90-491.20-400-00	Tran To - 2.20 Commissioners	\$ 6,087.00	\$ 6,087.00
	\$0	\$0	1.10-413.90-491.20-411-10	Tran To - 2.20 BOC Office	\$ 60,641.00	\$ 60,641.00
	\$0	\$0	1.10-413.90-491.20-415-30	Tran To - 2.20 Counsel	\$ 74,763.00	\$ 74,763.00
	\$0	\$0	1.10-413.90-491.20-415-50	Tran To - 2.20 HR/PR	\$ 57,224.00	\$ 57,224.00
\$155,795	\$136,430	\$250,820	1.10-413.90-491.20-419-40	Tran To - 2.20 Bldg Repair/Con	\$ 250,820.00	\$ -
	\$0	\$95,439	1.10-413.90-491.20-419-41	Tran To - 2.20 Occupancy	\$ 139,031.00	\$ 43,592.00
	\$0	\$23,392	1.10-413.90-491.23-000-00	Tran To - 1.37 Towers Maint	\$ 23,392.00	\$ -
	\$218,056	\$0	1.10-413.90-491.28-000-20	Tran To - 1.28 Civ/Crim/Patrol	\$ -	\$ -
\$85,703	\$97,776	\$142,179	1.10-413.90-491.28-000-21	Tran To - 1.28 Search & Rescue	\$ 142,179.00	\$ -
\$8,552	\$16,939	\$13,986	1.10-413.90-491.28-000-23	Tran To - 1.28 Marine Patrol	\$ 13,986.00	\$ -
	\$327,614	\$327,614	1.10-413.90-491.28-000-26	Tran To - 1.28 Jail	\$ 327,614.00	\$ -
\$706,840	\$692,952	\$1,130,388	1.10-413.90-491.28-000-51	Tran To - 1.28 Communications	\$ 1,130,388.00	\$ -
\$50,073		\$0	1.10-413.90-491.39-000-35	Tran To - 2.19 PH/HS Admin	\$ -	\$ -
<b>\$1,529,566</b>	<b>\$1,816,642</b>	<b>\$2,810,675</b>		<b>TOTAL TRANSFERS</b>	<b>\$ 3,052,982.00</b>	<b>\$ 242,307.00</b>
	\$0	\$213,183	1.10-413.90-490.00-615-01	Other M&S Working Capital Res	\$ 213,183.00	\$ -
	\$0	\$38,000	1.10-413.90-490.00-852-00	Rsrv For Future Exp-Vrtl Srvr	\$ 38,000.00	\$ -
	\$0	\$60,000	1.10-413.90-490.00-852-05	Rsrv For Future Exp-Phone Hdwr	\$ 60,000.00	\$ -
<b>\$0</b>	<b>\$0</b>	<b>\$311,183</b>		<b>TOTAL UNAPPROPRIATED</b>	<b>\$ 311,183.00</b>	<b>\$ -</b>
			1.10-413.90-490.00-852-10	Ending Fund Balance	\$ 1,260,710.00	\$ -
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			<b>\$ 1,260,710.00</b>	<b>\$ -</b>
<b>\$1,722,205</b>	<b>\$2,061,349</b>	<b>\$3,283,483</b>		<b>TOTAL REQUIREMENTS</b>	<b>\$ 3,467,290.00</b>	<b>\$ 183,807.00</b>
\$5,048,941	\$6,063,220	\$5,491,500		<b>TOTAL FUND RESOURCES</b>	<b>\$ 4,728,000.00</b>	<b>\$ 156,500.00</b>
\$3,326,736	\$4,001,871	\$2,208,017		<b>GENERAL FUND ENDING FUND BALANCE</b>	<b>\$ -</b>	

**ADMINISTRATIVE SERVICES - ACCOUNTING**

2022 Actual	2023 Actual	2024 Adopted	Account Number	Account Description	2024 Revised	2024 Change
	\$0	\$0	2.20-415.12-380.00-000-00	Misc Revenue		
	\$0	\$0	2.20-415.12-380.00-000-10	Misc Rev - Admin Fees - CPTI		
\$45,936	\$47,168	\$49,645	2.20-415.12-390.88-110-00	IGS - 1.10 General Fund	\$ 49,645	
\$144,720	\$153,418	\$153,418	2.20-415.12-390.88-115-00	IGS - 1.15 Road	\$ 153,418	
\$363	\$372	\$396	2.20-415.12-390.88-125-00	IGS - 1.25 Law Library	\$ 396	
\$119,784	\$126,049	\$132,360	2.20-415.12-390.88-128-00	IGS - 1.28 SO-SAR/Mar/For/P&P	\$ 132,360	
\$1,896	\$1,620	\$1,989	2.20-415.12-390.88-137-00	IGS - 1.37 Towers	\$ 1,989	
\$603	\$660	\$698	2.20-415.12-390.88-190-00	IGS - 1.90 Solid Waste	\$ 698	
\$10,005	\$2,796	\$3,000	2.20-415.12-390.88-214-00	IGS - 2.14 County Fair	\$ 3,000	
\$33,936	\$39,534	\$40,143	2.20-415.12-390.88-217-00	IGS - 2.17 Community Develop	\$ 40,143	
\$4,254	\$4,140	\$4,141	2.20-415.12-390.88-221-00	IGS - 6.05 General Vehicle Svc	\$ 4,141	
\$2,819	\$0	\$0	2.20-415.12-390.88-250-16	IGS - 2.50 GR VOCA Bas 16.575	\$ -	
\$256	\$3,060	\$3,064	2.20-415.12-390.88-250-17	IGS - 2.50 Gr VOCA Bas 16.575	\$ 3,064	
\$26,215	\$23,640	\$21,000	2.20-415.12-391.90-000-00	Tran In - 1.90 TLT	\$ 21,000	
	\$0	\$0	2.20-415.12-399.00-000-00	Unrestricted Fund Balance		
	\$0	\$0	2.20-415.12-399.01-000-00	Assigned Fund Balance		
<b>\$390,787</b>	<b>\$402,457</b>	<b>\$409,854</b>		<b>TOTAL RESOURCES</b>	<b>\$ 409,854</b>	<b>\$ -</b>
\$198,433	\$116,571	\$183,107	2.20-415.12-490.00-110-00	Sal - Regular	\$ 135,107	\$ (48,000)
	\$45	\$0	2.20-415.12-490.00-130-00	Sal - Overtime	\$ 1,000	\$ 1,000
\$47,149	\$30,329	\$47,724	2.20-415.12-490.00-213-00	Ben - Health Insurance	\$ 47,724	\$ -
\$1,250	\$1,150	\$1,800	2.20-415.12-490.00-213-10	Ben - Health Reimburse	\$ 1,800	\$ -
\$183	\$111	\$202	2.20-415.12-490.00-214-00	Ben - Life Insurance	\$ 202	\$ -
\$15,402	\$8,569	\$14,008	2.20-415.12-490.00-220-00	Ben - FICA	\$ 14,008	\$ -
\$40,398	\$12,737	\$50,116	2.20-415.12-490.00-230-00	Ben - PERS - County Portion	\$ 50,116	\$ -
\$969	\$965	\$1,373	2.20-415.12-490.00-250-00	Ben - Unemployment Insurance	\$ 1,373	\$ -
	\$126	\$732	2.20-415.12-490.00-255-00	Ben - Oregon Paid Leave	\$ 732	\$ -
\$202	\$143	\$241	2.20-415.12-490.00-260-00	Ben - Worker's Compensation	\$ 241	\$ -
\$116	\$75	\$137	2.20-415.12-490.00-290-00	Ben - OR W/C Assessment	\$ 137	\$ -
<b>\$304,102</b>	<b>\$170,822</b>	<b>\$299,440</b>		<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 252,440</b>	<b>\$ (47,000)</b>
	\$1,365	\$1,000	2.20-415.12-490.00-310-00	Pro Svcs - Training & Ed	\$ 1,000	\$ -
\$90,271	\$76,345	\$78,000	2.20-415.12-490.00-325-00	Pro Svcs - Audit & Acctg	\$ 78,000	\$ -
\$1,332	\$1,400	\$1,000	2.20-415.12-490.00-390-00	Bank fees - A/P	\$ 1,000	\$ -
	\$461	\$0	2.20-415.12-490.00-415-00	Util - Telephone	\$ 500	\$ 500

\$9,744	\$30,384	\$14,756	2.20-415.12-490.00-438-00	Rep & Maint - Software	\$	14,756	\$	-
\$1,355	\$1,568	\$1,581	2.20-415.12-490.00-521-00	Ins - Liability - General	\$	2,200	\$	619
	\$0	\$0	2.20-415.12-490.00-525-00	Ins - Bonds	\$	1,000	\$	1,000
\$447	\$1,375	\$250	2.20-415.12-490.00-541-00	Advertising - Legal	\$	500	\$	250
\$469	\$0	\$0	2.20-415.12-490.00-542-00	Advertising - Other	\$	-	\$	-
\$505	\$783	\$800	2.20-415.12-490.00-550-00	Copying & Printing	\$	800	\$	-
	\$1,381	\$1,000	2.20-415.12-490.00-580-00	Travel - Meals & Lodging	\$	1,000	\$	-
	\$0	\$300	2.20-415.12-490.00-582-00	IGS - Motor Pool	\$	300	\$	-
	\$246	\$0	2.20-415.12-490.00-583-00	Travel - Mileage Allowance	\$	1,000	\$	1,000
	\$757	\$0	2.20-415.12-490.00-584-00	Travel - Transportation	\$	500	\$	500
	\$0	\$240	2.20-415.12-490.00-586-00	Computer Software	\$	500	\$	260
\$1,092	\$2,399	\$1,000	2.20-415.12-490.00-595-00	Postage	\$	1,500	\$	500
\$2,467	\$1,528	\$1,500	2.20-415.12-490.00-600-00	Sup - Office	\$	2,000	\$	500
	\$685	\$1,350	2.20-415.12-490.00-610-00	Sup - Non-Capital Equipment	\$	1,350	\$	-
\$852	\$381	\$0	2.20-415.12-490.00-615-00	Other Materials & Services	\$	500	\$	500
	\$192	\$385	2.20-415.12-490.00-650-00	Dues - Membership	\$	500	\$	115
<b>\$108,535</b>	<b>\$121,250</b>	<b>\$103,162</b>		<b>TOTAL MATERIALS AND SERVICES</b>	<b>\$</b>	<b>108,906</b>	<b>\$</b>	<b>5,744</b>
\$0	\$0	\$7,252	2.20-415.12-496.00-000-00	Operating Contingency	\$	48,508	\$	41,256
<b>\$0</b>	<b>\$0</b>	<b>\$7,252</b>		<b>TOTAL CONTINGENCY</b>	<b>\$</b>	<b>48,508</b>	<b>\$</b>	<b>41,256</b>
<b>\$412,637</b>	<b>\$292,072</b>	<b>\$409,854</b>		<b>TOTAL REQUIREMENTS</b>	<b>\$</b>	<b>409,854</b>	<b>\$</b>	<b>-</b>
<b>(21,849)</b>	<b>\$110,385</b>	<b>\$0</b>		<b>ENDING FUND BALANCE</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>

**ADMINISTRATIVE SERVICES - BOC OFFICE**

2022 Actual	2023 Actual	2024 Adopted	Account Number	Account Description	2024 Revised	2024 Change
	\$5,500	\$0	2.20-411.10-380.00-000-00	Misc Revenue	\$ -	
\$17,318	\$14,480	\$15,209	2.20-411.10-390.88-110-00	IGS - 1.10 General Fund	\$ 75,850	\$ 60,641
\$54,573	\$46,999	\$49,349	2.20-411.10-390.88-115-00	IGS - 1.15 Road	\$ 49,349	\$ -
\$141	\$115	\$121	2.20-411.10-390.88-125-00	IGS - 1.25 Law Library	\$ 121	\$ -
\$45,171	\$38,617	\$40,548	2.20-411.10-390.88-128-00	IGS - 1.28 SO-SAR/Mar/For/P&P	\$ 40,548	\$ -
\$867	\$868	\$911	2.20-411.10-390.88-137-00	IGS - 1.37 Towers	\$ 911	\$ -
\$228	\$204	\$214	2.20-411.10-390.88-190-00	IGS - 1.90 Solid Waste	\$ 214	\$ -
\$3,771	\$857	\$900	2.20-411.10-390.88-214-00	IGS - 2.14 County Fair	\$ 900	\$ -
\$12,807	\$12,120	\$12,299	2.20-411.10-390.88-217-00	IGS - 2.17 Community Develop	\$ 12,299	\$ -
\$1,599	\$1,269	\$1,269	2.20-411.10-390.88-221-00	IGS - 6.05 General Vehicle Svc	\$ 1,269	\$ -
	\$0	\$0	2.20-411.10-399.01-000-00	Assigned Fund Balance	\$ -	\$ -
<b>\$136,475</b>	<b>\$121,029</b>	<b>\$120,820</b>		<b>TOTAL RESOURCES</b>	<b>\$ 181,461</b>	<b>\$60,641</b>
\$62,562	\$76,672	\$71,079	2.20-411.10-490.00-110-00	Sal - Regular	\$ 90,000	\$ 18,921
	\$0	\$2,400	2.20-411.10-490.00-120-00	Sal - Irregular	\$ -	\$ (2,400)
\$36	\$0	\$0	2.20-411.10-490.00-130-00	Sal - Overtime	\$ 600	\$ 600
\$17,550	\$20,372	\$19,003	2.20-411.10-490.00-213-00	Ben - Health Insurance	\$ 31,453	\$ 12,450
	\$895	\$1,035	2.20-411.10-490.00-213-10	Ben - Health Reimburse	\$ 1,800	\$ 765
\$51	\$54	\$95	2.20-411.10-490.00-214-00	Ben - Life Insurance	\$ 150	\$ 55
\$4,779	\$5,764	\$5,438	2.20-411.10-490.00-220-00	Ben - FICA	\$ 6,755	\$ 1,317
\$13,759	\$13,624	\$19,454	2.20-411.10-490.00-230-00	Ben - PERS - County Portion	\$ 30,000	\$ 10,546
\$395	\$541	\$533	2.20-411.10-490.00-250-00	Ben - Unemployment Insurance	\$ 600	\$ 67
	\$93	\$284	2.20-411.10-490.00-255-00	Ben - Oregon Paid Leave	\$ 540	\$ 256
\$71	\$93	\$93	2.20-411.10-490.00-260-00	Ben - Worker's Compensation	\$ 200	\$ 107
\$43	\$49	\$53	2.20-411.10-490.00-290-00	Ben - OR W/C Assessment	\$ 100	\$ 47
<b>\$99,245</b>	<b>\$118,157</b>	<b>\$119,467</b>		<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 162,198</b>	<b>\$ 42,731</b>
	\$2,775	\$0	2.20-411.10-490.00-330-00	Pro Svcs - General	\$ 12,000	\$ 12,000
	\$0	\$0	2.20-411.10-490.00-416-00	Util - Cellular Phone	\$ 100	\$ 100
\$509	\$448	\$452	2.20-411.10-490.00-521-00	Gen Liab Ins - BOC	\$ 600	\$ 148
\$671	\$865	\$613	2.20-411.10-490.00-524-00	Property Ins - BOC	\$ 1,213	\$ 600
\$2,293	\$1,822	\$1,000	2.20-411.10-490.00-541-00	Advertising - Legal	\$ 1,000	\$ -
\$679	\$675	\$750	2.20-411.10-490.00-550-00	Copying & Printing	\$ 750	\$ -
	\$70	\$0	2.20-411.10-490.00-580-00	Travel - Meals & Lodging	\$ 700	\$ 700
\$81	\$0	\$0	2.20-411.10-490.00-582-00	IGS - Motor Pool	\$ -	
	\$0	\$0	2.20-411.10-490.00-583-00	Travel - Mileage Allowance	\$ 300	\$ 300



	\$7	\$250	2.20-411.10-490.00-595-00	Postage	\$ 250	\$ -
\$620	\$1,320	\$1,200	2.20-411.10-490.00-600-00	Sup - Office	\$ 1,200	\$ -
\$176	\$0	\$0	2.20-411.10-490.00-606-00	Event Food Supplies	\$ -	\$ -
\$315	\$256	\$150	2.20-411.10-490.00-610-00	Sup - Non-Capital Equipment	\$ 150	\$ -
\$342	\$423	\$300	2.20-411.10-490.00-615-00	Other Materials & Services	\$ 300	\$ -
\$153	\$85	\$200	2.20-411.10-490.00-640-00	Books & Periodicals	\$ 200	\$ -
\$720	\$4,367	\$0	2.20-411.10-490.00-650-00	Dues - Membership	\$ 500	\$ 500
	\$0	\$0	2.20-411.10-490.00-680-00	Late Fees/Finance Charge		
<b>\$6,559</b>	<b>\$13,112</b>	<b>\$4,915</b>		<b>TOTAL MATERIALS AND SERVICES</b>	<b>\$19,263</b>	<b>\$14,348</b>
<b>\$105,804</b>	<b>\$131,269</b>	<b>\$124,382</b>		<b>TOTAL REQUIREMENTS</b>	<b>\$181,461</b>	<b>\$57,079</b>
<b>\$30,671</b>	<b>(10,240)</b>	<b>(3,562)</b>		<b>ENDING FUND BALANCE</b>	<b>\$0</b>	<b>\$3,562</b>

**ADMINISTRATIVE SERVICES - BUILDING REPAIR & CONSTRUCTION PROJECTS**

2022 Actual	2023 Actual	2024 Adopted	Account Number	Account Description	2024 Revised	2024 Change
	\$0	\$0	2.20-419.40-380.00-000-00	Miscellaneous Revenue		
	\$0	\$0	2.20-419.40-390.00-000-00	Reimbursement - Other		
	\$0	\$0	2.20-419.40-391.00-000-00	Tran In - 2.21 Bldg Rep & Cons		
	\$0	\$0	2.20-419.40-391.02-000-00	Tran In - 1.10 AC use 391.12		
	\$0	\$0	2.20-419.40-391.05-000-00	Tran In - 2.35 Children & Fam		
\$155,795	\$136,430	\$250,820	2.20-419.40-391.10-000-00	Tran In - 1.10 GF Other/Non De	\$ 250,820.00	\$ -
	\$0	\$0	2.20-419.40-391.11-000-00	Tran In - 1.40 County Parks		
	\$0	\$0	2.20-419.40-391.99-000-00	Allocated Interest		
	\$0	\$0	2.20-419.40-399.01-000-00	Assigned Fund Balance		
<b>\$155,795</b>	<b>\$136,430</b>	<b>\$250,820</b>		<b>TOTAL RESOURCES</b>	<b>\$ 250,820.00</b>	<b>\$ -</b>
\$37,965	\$29,739	\$63,864	2.20-419.40-490.00-110-00	Sal - Regular	\$ 63,864.00	\$ -
\$11,333	\$8,167	\$20,742	2.20-419.40-490.00-213-00	Ben - Health Insurance	\$ 20,742.00	\$ -
\$140	\$275	\$780	2.20-419.40-490.00-213-10	Ben - Health Reimburse	\$ 780.00	\$ -
\$63	\$38	\$112	2.20-419.40-490.00-214-00	Ben - Life Insurance	\$ 112.00	\$ -
\$2,956	\$2,234	\$4,886	2.20-419.40-490.00-220-00	Ben - FICA	\$ 4,886.00	\$ -
\$8,470	\$6,325	\$17,480	2.20-419.40-490.00-230-00	Ben - PERS - County Portion	\$ 17,480.00	\$ -
\$219	\$218	\$479	2.20-419.40-490.00-250-00	Ben - Unemployment Insurance	\$ 479.00	\$ -
	\$31	\$255	2.20-419.40-490.00-255-00	Ben - Oregon Paid Leave	\$ 255.00	\$ -
\$812	\$1,009	\$2,256	2.20-419.40-490.00-260-00	Ben - Worker's Compensation	\$ 2,256.00	\$ -
\$26	\$20	\$59	2.20-419.40-490.00-290-00	Ben - OR W/C Assessment	\$ 59.00	\$ -
<b>\$61,983</b>	<b>\$48,057</b>	<b>\$110,913</b>		<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 110,913.00</b>	<b>\$ -</b>
	\$457	\$500	2.20-419.40-490.00-310-00	Pro Svcs - Training & Ed	\$ 500.00	\$ -
\$1,886	\$576	\$60,000	2.20-419.40-490.00-330-00	Pro Svcs - General	\$ 15,000.00	\$ (45,000.00)
\$71,444	\$85,540	\$45,000	2.20-419.40-490.00-431-00	Rep & Maint - Building	\$ 65,000.00	\$ 20,000.00
\$1,272	\$977	\$1,061	2.20-419.40-490.00-521-00	Gen Liab Ins	\$ 1,500.00	\$ 436.00
\$2,499	\$823	\$3,000	2.20-419.40-490.00-581-00	IGS - Assigned Vehicles	\$ 3,000.00	\$ -
<b>\$77,101</b>	<b>\$88,373</b>	<b>\$109,561</b>		<b>TOTAL MATERIALS AND SERVICES</b>	<b>\$ 85,000.00</b>	<b>\$ (24,564.00)</b>
\$12,559	\$0		2.20-419.40-490.00-849-00	Principal Payments	\$ 26,986.00	\$ 26,986.00
\$4,151	\$0		2.20-419.40-490.00-851-00	Debt Svc - Interest Payments	\$ 6,435.00	\$ 6,435.00
<b>\$16,710</b>	<b>\$0</b>	<b>\$0</b>		<b>TOTAL DEBT SERVICES</b>	<b>\$ 33,421.00</b>	<b>\$ 33,421.00</b>
	\$0	\$30,346	2.20-419.40-496.00-000-00	Operating Contingency	\$ 21,486.00	\$ (8,860.00)
<b>\$0</b>	<b>\$0</b>	<b>\$30,346</b>		<b>TOTAL CONTINGENCY</b>	<b>\$ 21,486.00</b>	<b>\$ (8,860.00)</b>
<b>\$155,795</b>	<b>\$136,430</b>	<b>\$250,820</b>		<b>TOTAL REQUIREMENTS</b>	<b>\$ 250,820.00</b>	<b>\$ (3.00)</b>
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>ENDING FUND BALANCE</b>	<b>\$ -</b>	

**ADMINISTRATIVE SERVICES - COMMISSIONERS**

2022 Actual	2023 Actual	2024 Adopted	Account Number	Account Description	2024 Revised	2024 Change
27	0	0	2.20-400.00-390.00-000-00	Reimbursement - Misc	\$ 156.00	\$ 156.00
37,671	36,682	38,518	2.20-400.00-390.88-110-00	IGS - 1.10 General Fund Depts	\$ 44,605.00	\$ 6,087.00
118,704	119,029	124,980	2.20-400.00-390.88-115-00	IGS - 1.15 Road	\$ 124,980.00	
300	292	307	2.20-400.00-390.88-125-00	IGS - 1.25 Law Library	\$ 307.00	
98,247	97,801	102,691	2.20-400.00-390.88-128-00	IGS - 1.28 SO SAR/Mar/For/P&P	\$ 102,691.00	
1,329	1,255	1,318	2.20-400.00-390.88-137-00	IGS - 1.37 Towers	\$ 1,318.00	
495	516	542	2.20-400.00-390.88-190-00	IGS - 1.90 Solid Waste	\$ 542.00	
8,205	2,171	2,250	2.20-400.00-390.88-214-00	IGS - 2.14 County Fair	\$ 2,250.00	
27,837	30,674	31,144	2.20-400.00-390.88-217-00	IGS - 2.17 Community Dev	\$ 31,144.00	
3,480	3,213	3,213	2.20-400.00-390.88-221-00	IGS - 6.05 General Vehicle Svc	\$ 3,213.00	
<b>296,295</b>	<b>291,633</b>	<b>304,963</b>		<b>TOTAL RESOURCES</b>	<b>\$ 311,206.00</b>	<b>\$ 6,243.00</b>
203,709	206,597	207,443	2.20-400.00-490.00-105-00	Sal - Elected	\$ 207,443.00	
46,800	48,177	49,572	2.20-400.00-490.00-213-00	Ben - Health Insurance	\$ 49,572.00	
0	1,750	1,800	2.20-400.00-490.00-213-10	Ben - Health Reimburse	\$ 1,800.00	
257	197	173	2.20-400.00-490.00-214-00	Ben - Life Insurance	\$ 173.00	
15,502	15,803	15,869	2.20-400.00-490.00-220-00	Ben - FICA	\$ 15,869.00	
14,830	14,639	18,738	2.20-400.00-490.00-230-00	Ben - PERS - County Portion	\$ 18,738.00	
0	198	0	2.20-400.00-490.00-250-00	Ben - Unemployment Insurance	\$ -	
0	207	830	2.20-400.00-490.00-255-00	Ben - Oregon Paid Leave	\$ 830.00	
379	513	515	2.20-400.00-490.00-260-00	Ben - Worker's Compensation	\$ 515.00	
138	137	89	2.20-400.00-490.00-290-00	Ben - OR W/C Assessment	\$ 150.00	\$ 61.00
<b>281,614</b>	<b>288,218</b>	<b>295,029</b>		<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 295,090.00</b>	<b>\$ 61.00</b>
0	1,975	1,250	2.20-400.00-490.00-315-00	Conference Fees	\$ 4,000.00	\$ 2,750.00
774	976	480	2.20-400.00-490.00-416-00	Util - Cellular Phone	\$ 1,000.00	\$ 520.00
1,107	1,136	1,138	2.20-400.00-490.00-521-00	Gen Liab Ins	\$ 1,500.00	\$ 362.00
679	684	750	2.20-400.00-490.00-550-00	Copying & Printing	\$ 750.00	
0	2,577	0	2.20-400.00-490.00-580-00	Travel - Meals & Lodging	\$ 1,500.00	\$ 1,500.00
870	1,732	3,000	2.20-400.00-490.00-582-00	IGS - Motor Pool	\$ 3,000.00	
373	1,230	0	2.20-400.00-490.00-583-00	Travel - Mileage Allowance	\$ 500.00	\$ 500.00
0	0	900	2.20-400.00-490.00-584-00	Travel - Transportation	\$ 250.00	\$ (650.00)
0	63	300	2.20-400.00-490.00-600-00	Sup - Office	\$ 1,500.00	\$ 1,200.00
48	207	200	2.20-400.00-490.00-606-00	Event Food Supplies	\$ 200.00	
272	251	200	2.20-400.00-490.00-615-00	Other Materials & Services	\$ 200.00	
<b>4,123</b>	<b>10,830</b>	<b>8,218</b>		<b>TOTAL MATERIALS AND SERVICES</b>	<b>\$ 14,400.00</b>	<b>\$ 6,182.00</b>
0	0	1,716	2.20-400.00-496.00-000-00	Operating Contingency	\$ 1,716.00	

0	0	1,716		TOTAL CONTINGENCY	\$ 1,716.00	\$ -
285,737	299,048	304,963		TOTAL REQUIREMENTS	\$ 311,206.00	\$ 6,243.00
10,558	(7,415)	0		ENDING FUND BALANCE	\$ -	\$ -

**ADMINISTRATIVE SERVICES - COUNTY COUNSEL**

2022 Actual	2023 Actual	2024 Adopted	Account Number	Account Description	2024 Revised	2024 Change
\$50	\$0	\$0	2.20-415.30-380.00-000-00	Misc Revenue	\$ 500	\$ 500
\$29,796	\$28,271	\$29,686	2.20-415.30-390.88-110-00	IGS - 1.10 General Fund	\$ 104,449	\$ 74,763
\$93,885	\$91,735	\$96,322	2.20-415.30-390.88-115-00	IGS - 1.15 Road	\$ 96,322	\$ -
\$77,706	\$75,374	\$79,144	2.20-415.30-390.88-128-00	IGS - 1.28 SO-SAR/Mar/For/P&P	\$ 79,144	\$ -
\$1,413	\$972	\$1,482	2.20-415.30-390.88-137-00	IGS - 1.37 Towers	\$ 1,482	\$ -
\$393	\$397	\$417	2.20-415.30-390.88-190-00	IGS - 1.90 Oth Special Revenue	\$ 417	\$ -
\$6,489	\$1,674	\$1,800	2.20-415.30-390.88-214-00	IGS - 2.14 County Fair	\$ 1,800	\$ -
\$22,020	\$23,649	\$24,004	2.20-415.30-390.88-217-00	IGS - 2.17 Community Develop	\$ 24,004	\$ -
\$2,751	\$2,476	\$2,476	2.20-415.30-390.88-221-00	IGS - 6.05 General Vehicle Svc	\$ 2,476	\$ -
	\$0	\$0	2.20-415.30-390.88-250-36	IGS - 2.50 Justice Rvest 19-20	\$ -	\$ -
	\$0	\$0	2.20-415.30-399.01-000-00	Assigned Fund Balance	\$ -	\$ -
<b>\$234,503</b>	<b>\$224,548</b>	<b>\$235,331</b>		<b>TOTAL RESOURCES</b>	<b>\$ 310,594</b>	<b>\$ 75,263</b>
\$119,141	\$141,875	\$130,936	2.20-415.30-490.00-110-00	Sal - Regular	\$ 175,000	\$ 44,064
\$4,300	\$0	\$0	2.20-415.30-490.00-120-00	Sal - Irregular	\$ -	\$ -
	\$675	\$0	2.20-415.30-490.00-130-00	Sal - Overtime	\$ 12,000	\$ 12,000
\$26,286	\$27,420	\$27,430	2.20-415.30-490.00-213-00	Ben - Health Insurance	\$ 35,000	\$ 7,570
	\$1,423	\$1,494	2.20-415.30-490.00-213-10	Ben - Health Reimburse	\$ 1,494	\$ -
\$138	\$119	\$123	2.20-415.30-490.00-214-00	Ben - Life Insurance	\$ 123	\$ -
\$9,372	\$10,820	\$10,017	2.20-415.30-490.00-220-00	Ben - FICA	\$ 13,390	\$ 3,373
\$20,063	\$17,874	\$35,837	2.20-415.30-490.00-230-00	Ben - PERS - County Portion	\$ 47,900	\$ 12,063
\$738	\$848	\$982	2.20-415.30-490.00-250-00	Ben - Unemployment Insurance	\$ 650	\$ (332)
	\$169	\$524	2.20-415.30-490.00-255-00	Ben - Oregon Paid Leave	\$ 856	\$ 332
\$118	\$178	\$172	2.20-415.30-490.00-260-00	Ben - Worker's Compensation	\$ 225	\$ 53
\$70	\$69	\$76	2.20-415.30-490.00-290-00	Ben - OR W/C Assessment	\$ 76	\$ -
<b>\$180,227</b>	<b>\$201,469</b>	<b>\$207,591</b>		<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 286,714</b>	<b>\$ 79,123</b>
\$509	\$0	\$750	2.20-415.30-490.00-310-00	Pro Svcs - Training & Ed	\$ 750	\$ -
\$24,393	\$77,610	\$20,000	2.20-415.30-490.00-320-00	Pro Svcs - Legal	\$ 15,000	\$ (5,000)
	(953)	\$0	2.20-415.30-490.00-330-00	Pro Svcs - Consulting	\$ -	\$ -
\$40	\$488	\$480	2.20-415.30-490.00-416-00	Util - Cellular Telephone	\$ 480	\$ -
\$875	\$874	\$902	2.20-415.30-490.00-521-00	Gen Liab Ins - Counsel	\$ 1,200	\$ 298
\$78	\$173	\$300	2.20-415.30-490.00-541-00	Advertising - Legal	\$ 300	\$ -
\$679	\$2,169	\$1,000	2.20-415.30-490.00-550-00	Copying & Printing	\$ 1,500	\$ 500
\$507	\$791	\$1,000	2.20-415.30-490.00-580-00	Travel - Meals & Lodging	\$ 1,000	\$ -
\$27	\$0	\$0	2.20-415.30-490.00-582-00	IGS - Motor Pool	\$ -	\$ -
\$229	\$155	\$900	2.20-415.30-490.00-583-00	Travel - Mileage Allowance	\$ 900	\$ -
	\$38	\$250	2.20-415.30-490.00-595-00	Postage	\$ 250	\$ -

\$895	\$1,112	\$1,200	2.20-415.30-490.00-600-00	Sup - Office	\$ 1,000	\$ (200)
	\$1,126	\$1,350	2.20-415.30-490.00-610-00	Sup - Non-Capital Equipment	\$ -	\$ (1,350)
\$850	\$870	\$500	2.20-415.30-490.00-615-00	Other Materials & Services	\$ 500	\$ -
	\$0	\$1,400	2.20-415.30-490.00-640-00	Books & Periodicals	\$ 1,000	\$ (400)
\$713	\$0	\$0	2.20-415.30-490.00-650-00	Dues - Membership		
<b>\$29,796</b>	<b>\$84,455</b>	<b>\$30,032</b>		<b>TOTAL MATERIALS AND SERVICES</b>	<b>\$ 23,880</b>	<b>\$ (6,152)</b>
<b>\$210,023</b>	<b>\$285,924</b>	<b>\$237,623</b>		<b>TOTAL REQUIREMENTS</b>	<b>\$ 310,594</b>	<b>\$ 72,971</b>
<b>\$24,480</b>	<b>(61,376)</b>	<b>(2,292)</b>		<b>ENDING FUND BALANCE</b>	<b>\$ -</b>	<b>\$ 2,292</b>

**ADMINISTRATIVE SERVICES - INFORMATION TECHNOLOGY**

2022 Actual	2023 Actual	2024 Adopted	Account Number	Account Description	2024 Revised	2024 Change
\$2,831	\$2,699	\$2,300	2.20-419.20-334.10-000-00	Grants - St - CAFFA	\$ 2,300	\$ -
\$43,977	\$36,496	\$38,332	2.20-419.20-390.88-110-00	IGS - 1.10 General Fund	\$ 38,332	
\$138,573	\$118,452	\$124,376	2.20-419.20-390.88-115-00	IGS - 1.15 Road	\$ 124,376	
\$348	\$288	\$306	2.20-419.20-390.88-125-00	IGS - 1.25 Law Library	\$ 306	
\$114,696	\$97,322	\$102,194	2.20-419.20-390.88-128-00	IGS - 1.28 SO-SAR/Mar/For/P&P	\$ 102,194	
\$2,955	\$1,248	\$3,102	2.20-419.20-390.88-137-00	IGS - 1.37 Towers	\$ 3,102	
\$579	\$513	\$539	2.20-419.20-390.88-190-00	IGS - 1.90 Oth Special Revenue	\$ 539	
\$32,502	\$30,126	\$30,993	2.20-419.20-390.88-217-00	IGS - 2.17 Community Develop	\$ 30,993	
\$4,059	\$3,197	\$3,197	2.20-419.20-390.88-221-00	IGS - 6.05 General Vehicle Svc	\$ 3,197	
	\$0	\$768,668	2.20-419.20-391.90-000-00	Tran In - 1.90 ARP	\$ 768,668	\$ -
<b>\$340,520</b>	<b>\$290,341</b>	<b>\$1,074,007</b>		<b>TOTAL RESOURCES</b>	<b>\$ 1,074,007</b>	
			2.20-419.20-490.00-110-00	Sal - Regular	\$ 225,000	\$ 225,000
			2.20-419.20-490.00-213-00	Ben - Health Insurance	\$ 20,000	\$ 20,000
			2.20-419.20-490.00-213-10	Ben - Health Reimburse	\$ 1,200	\$ 1,200
			2.20-419.20-490.00-214-00	Ben - Life Insurance	\$ 25	\$ 25
			2.20-419.20-490.00-220-00	Ben - FICA	\$ 12,000	\$ 12,000
			2.20-419.20-490.00-230-00	Ben - PERS - County Portion	\$ 15,000	\$ 15,000
			2.20-419.20-490.00-255-00	Ben - Unemployment Insurance	\$ 1,200	\$ 1,200
			2.20-419.20-490.00-260-00	Ben - Oregon Paid Leave	\$ 700	\$ 700
			2.20-419.20-490.00-290-00	Ben - Worker's Compensation	\$ 2,000	\$ 2,000
			2.20-419.20-490.00-310-00	Ben - OR W/C Assessment	\$ 150	\$ 150
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>TOTAL PERSONNEL SERVICES</b>	<b>\$277,275</b>	<b>\$277,275</b>
	\$0	\$0	2.20-419.20-490.00-310-00	Pro Svcs - Training & Ed	\$ 1,000	\$ 1,000
\$163,970	\$171,857	\$500,000	2.20-419.20-490.00-330-00	Pro Svcs - General	\$ 200,000	\$ (300,000)
	\$0	\$0	2.20-419.20-490.00-340-00	Pro Svcs - Medical Lab	\$ 300	\$ 300
\$24,896	\$31,682	\$25,000	2.20-419.20-490.00-415-00	Util - Telephone/Internet	\$ 50,000	\$ 25,000
\$11,753	\$990	\$7,500	2.20-419.20-490.00-430-00	Rep & Maint - Equipment	\$ 5,000	\$ (2,500)
\$1,257	\$1,131	\$1,067	2.20-419.20-490.00-521-00	Gen Liab Ins - Info Technology	\$ 1,700	\$ 633
	\$0	\$0	2.20-419.20-490.00-580-00	Travel - Meals & Lodging	\$ 500	\$ 500
	\$61	\$0	2.20-419.20-490.00-582-00	IGS - Motor Pool	\$ -	\$ -
\$75,208	\$94,110	\$75,000	2.20-419.20-490.00-586-00	Computer Software - PC	\$ 75,000	\$ -
	\$0	\$0	2.20-419.20-490.00-600-00	Sup - Office	\$ 1,000	\$ 1,000
	\$19,894	\$1,000	2.20-419.20-490.00-610-00	Sup - Non-Capital Equipment	\$ 175,000	\$ 174,000

	\$65,424	\$0	2.20-419.20-490.00-612-00	Sup - Non-Capital Computer Eq	\$ 1,000	\$ 1,000
	\$230	\$2,000	2.20-419.20-490.00-615-00	Other Materials & Services	\$ 5,000	\$ 3,000
	\$0	\$0	2.20-419.20-490.00-650-00	Dues - Membership	\$ 500	\$ 500
<b>\$277,085</b>	<b>\$385,381</b>	<b>\$611,567</b>		<b>TOTAL MATERIALS AND SERVICES</b>	<b>\$ 516,000</b>	<b>\$ (95,567)</b>
\$0	\$0	\$462,440	2.20-419.20-496.00-000-00	Operating Contingency	\$ 511,836.00	\$ 49,396.00
<b>\$0</b>	<b>\$0</b>	<b>\$462,440</b>		<b>TOTAL CONTINGENCY</b>	<b>\$ 511,836.00</b>	<b>\$ 49,396.00</b>
	\$46,693	\$0	2.20-419.20-490.00-744-00	Cap Outlay - Comp & Peripheral	\$ -	\$ -
\$0	\$0	\$0	2.20-419.20-490.00-745-00	Cap Outlay - Other Capital	\$ 25,000.00	\$ 25,000.00
<b>\$0</b>	<b>\$46,693</b>	<b>\$0</b>		<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>
\$10,120	\$0	\$0	2.20-419.20-490.00-849-00	Principal Payments	\$ 20,263	\$ 20,264
\$466	\$0	\$0	2.20-419.20-490.00-851-00	Interest Payments	\$ 908	\$ 908
<b>\$10,586</b>	<b>\$0</b>	<b>\$0</b>		<b>TOTAL DEBT SERVICES</b>	<b>\$ 21,171</b>	<b>\$ 21,172</b>
<b>\$287,671</b>	<b>\$432,073</b>	<b>\$1,074,007</b>		<b>TOTAL REQUIREMENTS</b>	<b>\$ 1,074,007</b>	<b>\$ 277,276</b>
<b>\$52,849</b>	<b>(141,732)</b>	<b>\$0</b>		<b>ENDING FUND BALANCE</b>	<b>\$ -</b>	<b>\$ (1)</b>



**ADMINISTRATIVE SERVICES - OCCUPANCY**

2022 Actual	2023 Actual	2024 Adopted	Account Number	Account Description	2024 Revised	2024 Change
	\$0	\$0	2.20-419.41-380.00-000-10	Misc Revenue	\$ 600	\$ 600
\$99,810	\$124,453	\$130,676	2.20-419.41-390.88-110-00	IGS - 1.10 General Fund	\$ 174,268	\$ 43,592
\$936	\$1,491	\$0	2.20-419.41-390.88-115-00	IGS - Motor Pool		
\$1,488	\$1,507	\$1,582	2.20-419.41-390.88-125-00	IGS - 1.25 Law Library	\$ 1,582	
\$229,044	\$232,352	\$243,970	2.20-419.41-390.88-128-00	IGS - 1.28 SO-SAR/Mar/For/P&P	\$ 243,970	
\$58,416	\$76,409	\$79,552	2.20-419.41-390.88-217-00	IGS - 2.17 Community Develop	\$ 79,552	
	\$0	\$95,439	2.20-419.41-391.00-110-00	Tran In - 1.10 GF Other	\$ 95,439	
	\$0	\$0	2.20-419.41-399.01-000-00	Assigned Fund Balance		
<b>\$389,694</b>	<b>\$436,212</b>	<b>\$551,219</b>		<b>TOTAL RESOURCES</b>	<b>\$ 595,411.00</b>	<b>\$ 44,192.00</b>
\$107,978	\$137,293	\$118,974	2.20-419.41-490.00-110-00	Sal - Regular	\$132,000	\$13,026
\$14,374	\$3,887	\$34,580	2.20-419.41-490.00-120-00	Sal - Irregular	\$29,000	-\$5,580
\$5,013	\$1,586	\$0	2.20-419.41-490.00-130-00	Sal - Overtime	\$2,000	\$2,000
\$36,779	\$50,886	\$40,930	2.20-419.41-490.00-213-00	Ben - Health Insurance	\$40,930	\$0
\$1,210	\$1,952	\$1,560	2.20-419.41-490.00-213-10	Ben - Health Reimburse	\$1,700	\$140
\$208	\$253	\$224	2.20-419.41-490.00-214-00	Ben - Life Insurance	\$224	\$0
\$9,646	\$10,999	\$9,102	2.20-419.41-490.00-220-00	Ben - FICA	\$9,102	\$0
\$16,785	\$18,195	\$32,563	2.20-419.41-490.00-230-00	Ben - PERS - County Portion	\$32,563	\$0
\$863	\$1,170	\$892	2.20-419.41-490.00-250-00	Ben - Unemployment Insurance	\$892	\$0
	\$131	\$476	2.20-419.41-490.00-255-00	Ben - Oregon Paid Leave	\$476	\$0
\$1,811	\$3,428	\$2,645	2.20-419.41-490.00-260-00	Ben - Worker's Compensation	\$3,200	\$555
\$122	\$134	\$119	2.20-419.41-490.00-290-00	Ben - OR W/C Assessment	\$119	\$0
<b>\$194,790</b>	<b>\$229,916</b>	<b>\$242,065</b>		<b>TOTAL PERSONNEL SERVICES</b>	<b>\$252,206</b>	<b>\$10,141</b>
	\$708	\$3,000	2.20-419.41-490.00-310-00	Pro Svcs - Training & Ed	\$3,000	\$0
\$102	\$3,741	\$9,000	2.20-419.41-490.00-330-00	Pro Svcs - General	\$15,000	\$6,000
	\$8,535	\$50,000	2.20-419.41-490.00-345-00	Pro Svcs - Janitorial	\$50,000	\$0
\$17,920	\$18,636	\$19,000	2.20-419.41-490.00-411-00	Util - Water & Sewer	\$19,000	\$0
\$2,028	\$1,907	\$1,920	2.20-419.41-490.00-416-00	Util - Cellular Telephone	\$1,920	\$0
\$13,483	\$17,098	\$15,000	2.20-419.41-490.00-421-00	Util - Waste Disposal	\$15,000	\$0
\$3,118	\$10,689	\$10,000	2.20-419.41-490.00-430-00	Rep & Maint - Equipment	\$16,000	\$6,000
\$87,653	\$61,086	\$50,000	2.20-419.41-490.00-431-00	Rep & Maint - Building	\$75,000	\$25,000
\$1,435	\$1,693	\$1,649	2.20-419.41-490.00-521-00	Gen Liab Ins - Occupancy	\$2,500	\$851
	\$42	\$0	2.20-419.41-490.00-522-00	Auto Liab Ins	\$100	\$100
	\$0	\$85	2.20-419.41-490.00-524-00	Property Ins - Occupancy	\$85	\$0

\$574	\$1,211	\$1,000	2.20-419.41-490.00-550-00	Copying & Printing	\$1,500	\$500
	\$0	\$1,000	2.20-419.41-490.00-580-00	Travel - Meals & Lodging	\$1,000	\$0
\$3,475	\$1,260	\$3,500	2.20-419.41-490.00-581-00	IGS - Assigned Vehicles	\$3,500	\$0
\$638	\$1,317	\$1,000	2.20-419.41-490.00-582-00	IGS - Motor Pool	\$1,600	\$600
	\$342	\$1,000	2.20-419.41-490.00-583-00	Travel - Mileage Allowance	\$1,000	\$0
	\$0	\$28,000	2.20-419.41-490.00-588-00	IGS - 2.22 Veh Replacement	\$28,000	\$0
\$689	\$1,667	\$2,000	2.20-419.41-490.00-600-00	Sup - Office	\$2,000	\$0
	\$300	\$0	2.20-419.41-490.00-602-00	Sup - Uniforms	\$0	\$0
\$14,236	\$11,444	\$10,000	2.20-419.41-490.00-603-00	Sup - Janitorial	\$10,000	\$0
\$14,091	\$13,217	\$10,000	2.20-419.41-490.00-610-00	Sup - Non-Capital Equipment	\$10,000	\$0
\$8,121	\$2,048	\$5,000	2.20-419.41-490.00-615-00	Other Materials & Services	\$5,000	\$0
\$86,884	\$85,150	\$85,000	2.20-419.41-490.00-622-00	Util - Electricity	\$80,000	-\$5,000
\$39	\$1,514	\$2,000	2.20-419.41-490.00-627-00	Equipment Diesel	\$2,000	\$0
<b>\$254,486</b>	<b>\$243,605</b>	<b>\$309,154</b>		<b>TOTAL MATERIALS AND SERVICES</b>	<b>\$343,205</b>	<b>\$34,051</b>
<b>\$449,276</b>	<b>\$473,521</b>	<b>\$551,219</b>		<b>TOTAL REQUIREMENTS</b>	<b>\$595,411</b>	<b>\$44,192</b>
<b>(59,582)</b>	<b>(37,309)</b>	<b>\$0</b>		<b>ENDING FUND BALANCE</b>	<b>\$0</b>	<b>\$0</b>

**ADMINISTRATIVE SERVICES - PAYROLL/PERSONNEL**

2022 Actual	2023 Actual	2024 Adopted	Account Number	Account Description	2024 Revised	2024 Change
\$9	\$0	\$0	2.20-415.50-380.00-000-00	Misc Revenue	\$ -	\$ -
	\$0	\$0	2.20-415.50-390.00-000-00	Reimbursement - Misc	\$ -	\$ -
\$15,537	\$19,867	\$20,863	2.20-415.50-390.88-110-00	IGS - 1.10 General Fund	\$ 78,087	\$ 57,224
\$48,948	\$64,476	\$67,700	2.20-415.50-390.88-115-00	IGS - 1.15 Road	\$ 67,700	\$ -
\$123	\$158	\$166	2.20-415.50-390.88-125-00	IGS - 1.25 Law Library	\$ 166	\$ -
	\$0	\$0	2.20-415.50-390.88-127-00	IGS - 1.27 Econ Develop	\$ -	\$ -
\$40,512	\$52,976	\$55,176	2.20-415.50-390.88-128-00	IGS - 1.28 SO-SAR/Mar/For/P&P	\$ 55,176	\$ -
	\$0	\$0	2.20-415.50-390.88-130-00	IGS - 1.30 Brookings Airpt	\$ -	\$ -
	\$0	\$0	2.20-415.50-390.88-140-00	IGS - 1.40 County Parks	\$ -	\$ -
\$204	\$279	\$293	2.20-415.50-390.88-190-00	IGS - 1.90 Oth Special Revenue	\$ 293	\$ -
	\$0	\$0	2.20-415.50-390.88-212-00	IGS - 2.12 Victims' Assist	\$ -	\$ -
	\$0	\$0	2.20-415.50-390.88-213-00	IGS - 2.13 Child Adv	\$ -	\$ -
\$3,384	\$1,176	\$1,250	2.20-415.50-390.88-214-00	IGS - 2.14 County Fair	\$ 1,250	\$ -
\$11,421	\$16,602	\$16,856	2.20-415.50-390.88-217-00	IGS - 2.17 Community Develop	\$ 16,856	\$ -
\$1,359	\$0	\$0	2.20-415.50-390.88-250-16	IGS - 2.50 VAP VOCA Basic	\$ -	\$ -
	\$1,024	\$1,024	2.20-415.50-390.88-250-17	IGS - 2.50 VAP VOCA Basic	\$ 1,024	\$ -
	\$0	\$0	2.20-415.50-390.88-423-51	IGS - 2.50 Justice Rvest 17-19	\$ -	\$ -
	\$0	\$0	2.20-415.50-391.00-110-00	Tran In - 1.10 GF Other	\$ -	\$ -
	\$0	\$0	2.20-415.50-399.01-000-00	Assigned Fund Balance	\$ -	\$ -
<b>\$121,497</b>	<b>\$156,558</b>	<b>\$163,328</b>		<b>TOTAL RESOURCES</b>	<b>\$ 220,552</b>	<b>\$ 57,224</b>
\$64,732	\$73,257	\$67,224	2.20-415.50-490.00-110-00	Sal - Regular	\$ 117,500	\$ 50,276
	\$0	\$0	2.20-415.50-490.00-130-00	Sal - Overtime	\$ 500	\$ 500
\$15,600	\$16,334	\$16,524	2.20-415.50-490.00-213-00	Ben - Health Insurance	\$ 25,000	\$ 8,476
	\$600	\$600	2.20-415.50-490.00-213-10	Ben - Health Reimburse	\$ 1,000	\$ 400
\$86	\$84	\$86	2.20-415.50-490.00-214-00	Ben - Life Insurance	\$ 86	\$ -
\$4,920	\$5,588	\$5,143	2.20-415.50-490.00-220-00	Ben - FICA	\$ 6,000	\$ 857
\$18,752	\$21,055	\$22,957	2.20-415.50-490.00-230-00	Ben - PERS - County Portion	\$ 32,957	\$ 10,000
\$314	\$393	\$504	2.20-415.50-490.00-250-00	Ben - Unemployment Insurance	\$ 504	\$ -
	\$91	\$269	2.20-415.50-490.00-255-00	Ben - Oregon Paid Leave	\$ 369	\$ 100
\$57	\$80	\$88	2.20-415.50-490.00-260-00	Ben - Worker's Compensation	\$ 108	\$ 20
\$38	\$38	\$46	2.20-415.50-490.00-290-00	Ben - OR W/C Assessment	\$ 46	\$ -
<b>\$104,498</b>	<b>\$117,521</b>	<b>\$113,441</b>		<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 184,070</b>	<b>\$ 70,629</b>
\$399	\$0	\$400	2.20-415.50-490.00-310-00	Pro Svcs - Training & Ed	\$ 400	\$ -

	\$0	\$36,000	2.20-415.50-490.00-330-00	Pro Svcs - General	\$ 10,000	\$ (26,000)
\$851	\$861	\$800	2.20-415.50-490.00-390-00	Bank Fees - PR	\$ 800	\$ -
\$2,400	\$7,007	\$6,044	2.20-415.50-490.00-438-00	Rep & Maint - Software	\$ 7,044	\$ 1,000
\$465	\$610	\$554	2.20-415.50-490.00-521-00	Gen Liab Ins - PR/HR	\$ 1,000	\$ 446
\$406	\$783	\$1,000	2.20-415.50-490.00-550-00	Copying & Printing	\$ 500	\$ (500)
\$284	\$0	\$500	2.20-415.50-490.00-580-00	Travel - Meals & Lodging	\$ 500	\$ -
\$160	\$74	\$300	2.20-415.50-490.00-582-00	IGS - Motor Pool	\$ 300	\$ -
	\$0	\$120	2.20-415.50-490.00-586-00	Computer Software	\$ 120	\$ -
\$685	\$0	\$1,000	2.20-415.50-490.00-595-00	Postage	\$ 500	\$ (500)
\$2,045	\$557	\$1,500	2.20-415.50-490.00-600-00	Sup - Office	\$ 1,500	\$ -
\$450	\$685	\$200	2.20-415.50-490.00-610-00	Sup - Non-Capital Equipment	\$ 200	\$ -
\$158	\$184	\$150	2.20-415.50-490.00-615-00	Other Materials & Services	\$ 150	\$ -
<b>\$8,302</b>	<b>\$10,761</b>	<b>\$48,568</b>		<b>TOTAL MATERIALS AND SERVICES</b>	<b>\$ 23,014</b>	<b>\$ (25,554)</b>
	\$0	\$1,319	2.20-415.50-496.00-000-00	Operating Contingency	\$ 13,468	\$ 12,149
<b>\$0</b>	<b>\$0</b>	<b>\$1,319</b>		<b>TOTAL CONTINGENCY</b>	<b>\$ 13,468</b>	<b>\$ 12,149</b>
<b>\$112,800</b>	<b>\$128,282</b>	<b>\$163,328</b>		<b>TOTAL REQUIREMENTS</b>	<b>\$ 220,552</b>	<b>\$ 57,224</b>
<b>\$8,697</b>	<b>\$28,276</b>	<b>\$0</b>		<b>ENDING FUND BALANCE</b>	<b>\$ -</b>	<b>\$ 57,224</b>



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

<b>Agenda Date:</b>	<b>Agenda Item Title:</b>	
3/20/24	Curry County Building Code	
<b>Time Needed:</b>		
15 mins		
<b>Financial Impact:</b>	<b>Description and Background:</b>	
None	Updating and improving the Curry County Building Code. Adding additional language to allow the Code Compliance Officer to enforce the contents of this ordinance.	
<b>Category:</b>		
<input checked="" type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
<b>Requested Motion:</b>		
The first reading to approve the updates and additions to the Curry County Building Code.		
<b>Attachments:</b>	<b>Instructions Once Approved:</b>	
1. Curry County Building Code	Schedule the Adoption of the updated code on the next available Commissioners Business Meeting.	
2.		
3.		
4.		
5.		
<b>Contact Person – Name and Department:</b>		<b>Date Submitted:</b>
Garrett Thomson		3/12/24

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

**In the Matter of an Ordinance Amending    )**  
**Article Two, Division Eight                    )**   **ORDINANCE NO. \_\_\_\_\_**  
**(Curry County Building Code)                )**

**WHEREAS**, the County Building Code must comply with best practices standards and State law; and

**WHEREAS**, since the last amendment to the County Building Code, the County Code Enforcement Department has been dissolved and a new position, Code Compliance Officer, created; and

**WHEREAS**, in order to maximize effectiveness of the County Code and its enforcement, the Curry County Building Code must be updated to include enforcement procedures as well as clarifications to remedies for violations of the Code.

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

**SECTION I                   TITLE**

This Ordinance shall be known as Ordinance No. 24-02 and may be cited as “Ordinance Amending Article Two, Division Eight of County Code – County Building Code.”

**SECTION II                AUTHORITY**

This Ordinance is enacted pursuant to the authority of ORS 203.035 and any subsequent amendments thereto.

**SECTION III            PURPOSE**

The purpose of this Ordinance is to amend the County Building Code to include enforcement procedures and remedies for violations of the Code, as well as other minor administrative revisions to the existing Code.

**SECTION IV            ADOPTION**

The provisions of this Ordinance and the attached Article Two, Division Eight, incorporated herein by reference, are hereby adopted and shall be effective ninety (90) days from the date of this Ordinance; and shall remain in force and effect until otherwise ordained by the Board of County Commissioners.

**SECTION V SEVERANCE CLAUSE**

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or the attached Code, or any part thereof, is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The legislative body hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any provision be declared unconstitutional or otherwise invalid.

**SECTION VI EFFECTIVE DATE**

This Ordinance shall become effective on the 7<sup>th</sup> day of August, 2024.

**DATED** this 21<sup>st</sup> day of March, 2024.

**BOARD OF CURRY COUNTY COMMISSIONERS**

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Brad Alcorn, Chair

Approved as to Form:

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John Herzog, Vice Chair

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

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Jay Trost, Commissioner

First Reading: March 21, 2024

Second Reading: April 3, 2024

Effective Date: August 7, 2024



# CURRY COUNTY BUILDING CODE

## A CODIFICATION OF THE BUILDING DIVISION ORDINANCES OF CURRY COUNTY, OREGON

### ARTICLE TWO, DIVISION EIGHT

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SECTION 2.08.020	AUTHORITY; PURPOSE
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## ARTICLE TWO

### **DIVISION EIGHT**

### **CURRY COUNTY BUILDING CODE**

#### **SECTION 2.08.010**

#### **TITLE**

These regulations shall be known as the “Curry County Building Code”, may be cited as such and will be referred to herein as “this Code” or “the Building Code”.

#### **SECTION 2.08.020**

#### **AUTHORITY; PURPOSE**

1. The Building Code is adopted pursuant to and under the authority of ORS 203.035, 455.150, and 479.855 and OAR chapter 918, division 308, and constitutes the exercise of authority over a matter of county concern.
2. The Building Code applies to all unincorporated areas within the county and to all areas within the corporate limits of any city that has entered into an intergovernmental agreement with the county that so provides.
3. Adoption of the Building Code is necessary for the protection of public health, safety, and welfare.

#### **SECTION 2.08.030**

#### **ADOPTION; SCOPE**

1. The following Oregon Specialty Codes, Oregon Administrative Rules, and standards, are adopted and incorporated herein as if fully set forth:
  - A. The Oregon Structural Specialty Code, as adopted by and together with OAR chapter 918, division 460, including section 116 and the appendices adopted by the state of Oregon and specifically adopting Appendices F, H and all optional items available for local adoption.
  - B. The Oregon Fire Code, as adopted by ORS 476.060 and OAR Chapter 837 Division 39.
  - C. The Oregon Mechanical Specialty Code, as adopted by and together with OAR chapter 918, division 440.
  - D. The Oregon Plumbing Specialty Code, as adopted by and together with OAR chapter 918, division 750 thru division 780.
  - E. The Oregon Residential Specialty Code and specifically all optional items available for local adoption, as adopted by and together with OAR chapter 918, division 480, however excluding ORS 455.320 and shall make its provisions to not be applicable withing the County
  - F. The manufactured dwelling parks and mobile home parks rules, as adopted by and together with OAR chapter 918, division 600.
  - G. The manufactured dwelling installation rules, as adopted by and together with OAR chapter 918, division 500 thru division 520, including the Oregon Manufactured Dwelling Standard.
  - H. The recreational park and organizational camp rules, as adopted by and together with OAR chapter 918, division 650.
  - I. International Existing Building Code, specifically including appendix's A through C.
2. The Building Code shall apply to the construction, reconstruction, alteration, moving, repair, maintenance, and installation of any building or structure except those located in a public way.

#### **SECTION 2.08.040**

#### **DEFINITIONS**

For the purpose of the Building Code, the following definitions shall apply:

1. “Building Official” means the person appointed by the Curry County Board of Commissioners with responsibility for administration and enforcement of the state building codes within the county.

## ARTICLE TWO

### **SECTION 2.08.050**

### **FEES**

1. Fees for permits, inspections, plan checks, site plan review, copy costs, and such other fees that the Curry County Board of Commissioners deems reasonable in order to administer the Building Code shall be as provided in the Building Division Fee Schedule.
2. The Building Official may authorize the refund of fees paid in accordance with the refund policy in effect.
3. The determination of value or valuation under any provisions of the Building Code shall be made by the Building Official. The value to be used in computing the building permit and plan review fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

### **SECTION 2.08.060**

### **GENERAL POWERS and DUTIES of the BUILDING OFFICIAL**

1. There is hereby established a Building Code enforcement agency which shall be under the administrative and operational control of the Building Official.
2. The Building Official is authorized and directed to enforce all the provisions of the Building Code. For such purposes, the Building Official shall have the powers of a law enforcement officer.
3. The Building Official shall have the power to render written and verbal interpretations of the Building Code and to adopt and enforce administrative procedures in order to clarify the application of its provisions. Such interpretations, rules, and regulations shall be in conformance with the intent and purpose of the Building Code.

### **SECTION 2.08.070**

### **DEPUTIES**

The Building Official may appoint deputies, technical officers, inspectors, and other employees to carry out the functions of the Building Code enforcement agency.

### **SECTION 2.08.080**

### **RIGHT of ENTRY**

When the Building Official deems it desirable or necessary to make an inspection to enforce the provisions of the Building Code, or when the Building Official has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to, or in violation of the Building Code; or which otherwise makes the building or premises unsafe, dangerous or hazardous, the Building Official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by the Building Code, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises are deemed to be unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises for the purpose of requesting entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

### **SECTION 2.08.090**

### **STOP WORK ORDERS**

1. When any work is being performed in violation of this Title, the Building Official may issue a stop work order requiring that all work, except work directly related to elimination of the violation, be immediately and completely stopped. If the Building Official issues a stop work order, the responsible party may not resume work until such time as the Building Official gives specific approval in writing. The stop work order will be in writing and will include:
  - A. The date that the order is issued;

## ARTICLE TWO

- B. The permit or registration number, where applicable;
  - C. The site address, legal description or project location that is subject to the order;
  - D. A description of the violations that have been observed; and
  - E. The conditions under which the work may resume.
2. The stop work order will be posted by the Building Official at a conspicuous location at the site. In addition, a copy of the order will either be personally delivered to the responsible party or delivered by Registered or Certified Mail to the responsible party. If the responsible party is not the property owner, a copy of the stop work order will also be sent to the property owner.
  3. It is unlawful for any person to remove, obscure, mutilate or otherwise damage a stop work order.
  4. A stop work order is effective upon posting.
  5. When an emergency condition exists, the Building Official may issue a stop work order orally. The Building Official will then issue a written order as provided under Subsection A. above within one working day.

### **SECTION 2.08.100**      **AUTHORITY TO DISCONNECT UTILITIES IN EMERGENCIES**

The Building Official shall have the authority to disconnect fuel-gas utility service, or energy supplies to a building, structure, premises or equipment regulated by the Building Code when necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or premises of the decision to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or premises in writing of such disconnection immediately thereafter.

### **SECTION 2.08.110**      **CONNECTION AFTER ORDER to DISCONNECT**

No person shall make connections from an energy, fuel or power supply, nor supply energy or fuel to any equipment regulated by this Code which has been disconnected or ordered to be disconnected by the Building Official, or the use of which has been ordered to be discontinued by the Building Official, until such time as the Building Official authorizes the reconnection and use of such equipment.

### **SECTION 2.08.120**      **OCCUPANCY VIOLATION**

Whenever any building, structure or equipment therein regulated by the Building Code is being used contrary to the provision of this code, the Building Official may order such use discontinued and the structure, or portion thereof, vacated by notice served on any person causing such use to be discontinued. Such persons shall discontinue the use within the time prescribed by the Building Official after receipt of such notice to make the structure, or portion thereof, comply with the requirements of the Building Code.

### **SECTION 2.08.130**      **CODE for the ABATEMENT of DANGEROUS BUILDINGS**

#### **1. CURRENTLY ADOPTED EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE.**

**Preface.**      The provisions of this code were developed to afford jurisdictions reasonable procedures for the classification and abatement of dangerous buildings.

This Code is designed to be compatible with the International Existing Building Code. While the housing Code is applicable only to residential buildings, the International Existing Building Code is designed to apply to all types of buildings and structures. The notices, orders and appeals procedures specified have been found to be workable and are referenced by the Uniform Building Code.

## ARTICLE TWO

If properly followed, the provisions of this code will provide the Building Official with the proper legal steps in abating dilapidated, defective buildings which endanger life, health, property and public safety within concepts of fair play and justice.

### 2. CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS.

#### CHAPTER 1 TITLE AND SCOPE

##### SECTION 101 — TITLE

These regulations shall be known as the Code for the Abatement of Dangerous Buildings, may be cited as such, and will be referred to herein as “this Code.”

##### SECTION 102 — PURPOSE AND SCOPE

**102.1 Purpose.** It is the purpose of this Code to provide a just, equitable and practicable method, to be cumulative with and in addition to any other remedy provided by the Building Code, Housing Code or otherwise available by law, whereby buildings or structures which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished.

The purpose of this Code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

**102.2 Scope.** The provisions of this code shall apply to all dangerous buildings, as herein defined, which are now in existence or which may hereafter become dangerous in this jurisdiction.

##### SECTION 103 — ALTERATIONS, ADDITIONS AND REPAIRS

All buildings or structures which are required to be repaired under the provisions of this code shall be subject to the provisions of the currently adopted edition of the International Existing Building Code.

#### CHAPTER 2 ENFORCEMENT

##### SECTION 201 — GENERAL

**201.1 Administration.** The Building Official is hereby authorized to enforce the provisions of this code.

The Building Official shall have the power to render interpretations of this code and to adopt and enforce rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this code.

**201.2 Inspections.** The health officer, the fire marshal and the Building Official are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this code.

**201.3 Right of Entry.** When it is necessary to make an inspection to enforce the provisions of this code, or when the Building Official or the Building Official's authorized representative has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this code which makes the building or premises unsafe, dangerous or hazardous, the Building

## ARTICLE TWO

Official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

“Authorized representative” shall include the officers named in Section 201.2 and their authorized inspection personnel.

### **SECTION 202 — ABATEMENT OF DANGEROUS BUILDINGS**

All buildings or portions thereof which are determined after inspection by the Building Official to be dangerous as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Section 401 of this code.

### **SECTION 203 — VIOLATIONS**

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

### **SECTION 204 — INSPECTION OF WORK**

All buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the Building Official in accordance with and in the manner provided by this code and Sections 110 and 1701 of the currently adopted edition of the Oregon Structural Specialty Code and Section R109 of the currently adopted edition of the Oregon Residential Specialty Code.

### **SECTION 205 — BOARD OF APPEALS**

205.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretations of this code, there shall be and is hereby created a board of appeals consisting of members who are qualified by experience and training to pass upon matters pertaining to building construction and who are not employees of the jurisdiction. The Building Official shall be an ex officio member and shall act as secretary to said board but shall have no vote upon any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the Building Official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this code. Copies of all rules or regulations adopted by the board shall be delivered to the Building Official, who shall make them freely accessible to the public.

**205.2 Limitations of Authority.** The board of appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

# ARTICLE TWO

## CHAPTER 3 DEFINITIONS

### SECTION 301 — GENERAL

For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Building Code or the Housing Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third New International Dictionary of the English Language, Unabridged, copyright 1986, shall be construed as providing ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

"Building Code" means the currently adopted edition of the International Existing Building Code, as adopted by this jurisdiction.

"Dangerous Building" means any building or structure deemed to be dangerous under the provisions of Section 302 of this code.

"Housing Code" means the currently adopted edition of the International Existing Building Code, as adopted by this jurisdiction.

### SECTION 302 — DANGEROUS BUILDING

For the purpose of this Code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered.

1. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.
2. Whenever the walking surface of any aisle, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.
3. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.
4. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.
5. Whenever any portion or member or appurtenance thereof likely to fail, or to become detached or dislodged, or to collapse and hereby injure persons or damage property.
6. Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the work stresses permitted in the Building Code for such buildings.

## ARTICLE TWO

7. Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.
8. Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.
9. Whenever, for any reason, the building or structure, or portion thereof, is manifestly unsafe for the purpose for which it is being used.
10. Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.
11. Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.
12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.
13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.
14. Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.
15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistant construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.
17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to common law or in equity jurisprudence.
18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.



# ARTICLE TWO

## CHAPTER 4 NOTICES AND ORDERS OF BUILDING OFFICIAL

### SECTION 401 — GENERAL

**401.1 Commencement of Proceedings.** When the Building Official has inspected or caused to be inspected any building and has found and determined that such building is dangerous building, the Building Official shall commence proceedings to cause the repair, vacation or demolition of the building.

**401.2 Notice and Order.** The Building Official shall issue a notice and order directed to the record owner of the building. The notice and order shall contain:

1. The street address and a legal description sufficient for identification of the premises upon which the building is located.
2. A statement that the Building Official has found the building to be dangerous with a brief and concise description of the conditions found to render the building dangerous under the provisions of Section 302 of this code.
3. A statement of the action required to be taken as determined by the Building Official as follows:
  - 3.1 If the Building Official has determined that the building or structure must be repaired, the order shall require that all required permits be secured therefor and the work physically commenced within such time (not to exceed 60 days from the date of the order) and completed within such time as the Building Official shall determine is reasonable under all of the circumstances.
  - 3.2 If the Building Official has determined that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a time certain from the date of the order as determined by the Building Official to be reasonable.
  - 3.3 If the Building Official has determined that the building or structure must be demolished, the order shall require that the building be vacated within such time as the Building Official shall determine is reasonable (not to exceed 60 days from the date of the order); that all required permits be secured therefor within 60 days from the date of the order; and that the demolition be completed within such time as the Building Official shall determine is reasonable.
4. Statements advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the Building Official (i) will order the building vacated and posted to prevent further occupancy until the work is completed, and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owner.
5. Statements advising (i) that any person having any record title or legal interest in the building may appeal from the notice and order or any action of the Building Official to the board of appeals, provided the appeal is made in writing as provided in this code and filed with the Building Official within 30 days from the date of service of such notice and order; and (ii) that failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.

**401.3 Service of Notice and Order.** The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner and posted on the property; and one copy thereof shall be served on each of the following if known to the Building Official or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance of record; the owner or holder of any lease of record; and the holder of any other estate or legal interest of record in or to the building or the land on which it is located. The failure of the Building Official to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed by the provisions of this section.

## ARTICLE TWO

**401.4 Method of Service.** Service of the notice and order shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, to each such person at their address as it appears on the last equalized assessment roll of the county or as known to the Building Official. If no address of any such person so appears or is known to the Building Official, then a copy of the notice and order shall be so mailed, addressed to such person, at the address of the building involved in the proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified mail in the manner herein provided shall be effective on the date of mailing.

**401.5 Proof of Service.** Proof of service of the notice and order shall be certified to at the time of service by a written declaration under penalty of perjury executed by the persons effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt card returned in acknowledgment of receipt by certified mail shall be affixed to the copy of the notice and order retained by the Building Official.

### SECTION 402 — RECORDATION OF NOTICE AND ORDER

If compliance is not had with the order within the time specified therein, and no appeal has been properly and timely filed, the Building Official shall file in the office of the county recorder a certificate describing the property and certifying (i) that the building is a dangerous building and (ii) that the owner has been so notified. Whenever the corrections ordered shall thereafter have been completed or the building demolished so that it no longer exists as a dangerous building on the property described in the certificate, the Building Official shall file a new certificate with the county recorder certifying that the building has been demolished or all required corrections have been made so that the building is no longer dangerous, whichever is appropriate.

### SECTION 403 — REPAIR, VACATION AND DEMOLITION

The following standards shall be followed by the Building Official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation or demolition or any dangerous building or structure:

1. Any building declared a dangerous building under this code shall be made to comply with one of the following:
  - 1.1 The building shall be repaired in accordance with the current Building Code or other current code applicable to the type of substandard conditions requiring repair; or
  - 1.2 The building shall be demolished at the option of the building owner; or
  - 1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.
2. If the building or structure is in such condition as to render it immediately dangerous to the life, limb, property or safety of the public or its occupants, it shall be ordered to be vacated.

### SECTION 404 — NOTICE TO VACATE

**404.1 Posting.** Every notice to vacate shall, in addition to being served as provided in Section 401.3, be posted at or upon each exit of the building and shall be in substantially the following form:

**DO NOT ENTER**

**UNSAFE TO OCCUPY**

**It is a misdemeanor to occupy this building, or to remove or deface this notice.**

# ARTICLE TWO

## Building Official

.....of.....

**404.2 Compliance.** Whenever such notice is posted, the Building Official shall include a notification thereof in the notice and order issued under Section 401.2, reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain or enter any building which has been so posted, except that entry may be made to repair, demolish, or remove such building under permit. No person shall remove or deface any such notice after it is posted until the required repairs, demolition or removal have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

## CHAPTER 5 APPEAL

**501.1 Form of Appeal.** Any person entitled to service under Section 401.3 may appeal from any notice and order or any action of the Building Official under this code by filing at the office of the Building Official a written appeal containing:

1. A heading in the words: "Before the board of appeals of the ..... of....."
2. A caption reading: "Appeal of .....,," giving the names of all appellants participating in the appeal.
3. A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order.
4. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant.
5. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.
6. The signatures of all parties named as appellants and their official mailing addresses.
7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

The appeal shall be filed within 30 days from the date of the service of such order or action of the Building Official; provided, however, that if the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or adjacent property and is ordered vacated and is posted in accordance with Section 404, such appeal shall be filed within 10 days from the date of the service of the notice and order of the Building Official.

**501.2 Processing of Appeal.** Upon receipt of any appeal filed pursuant to this section, the Building Official shall present it at the next regular or special meeting of the board of appeals.

**501.3 Scheduling and Noticing Appeal for Hearing.** As soon as practicable after receiving the written appeal, the board of appeals shall fix a date, time and place for the hearing of the appeal by the board. Such date shall not be less than 10 days nor more than 60 days from the date the appeal was filed with the Building Official. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by the secretary of the board either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address shown on the appeal.

## SECTION 502 — EFFECT OF FAILURE TO APPEAL

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Failure of any person to file an appeal in accordance with the provisions of Section 501 shall constitute a waiver of the right to an administrative hearing and adjudication of the notice and order or any portion thereof.

### SECTION 503 — SCOPE OF HEARING ON APPEAL

Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.

### SECTION 504 — STAYING OF ORDER UNDER APPEAL

Except for vacation orders made pursuant to Section 404, enforcement of any notice and order of the Building Official issued under this code shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

## CHAPTER 6 PROCEDURES FOR CONDUCT OF HEARING APPEALS

### SECTION 601 — GENERAL

**601.1 Hearing Examiners.** The board may appoint one or more hearing examiners or designate one or more of its members to serve as hearing examiners to conduct the hearings. The examiner hearing the case shall exercise all powers relating to the conduct of hearings until it is submitted to the board for decision.

**601.2 Record.** A record of the entire proceedings shall be made by tape recording or by any other means of permanent recording determined to be appropriate by the board.

**601.3 Reporting.** The proceedings at the hearing shall also be reported by a phonographic reporter if requested by any party thereto. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefor. Such fees may be established by the board, but shall in no event be greater than the cost involved.

**601.4 Continuances.** The board may grant continuances for good cause shown; however, when a hearing examiner has been assigned to such hearing, no continuances may be granted except by the examiner for good cause shown so long as the matter remains before the examiner.

**601.5 Oaths – Certification.** In any proceedings under this chapter, the board, any board member, or the hearing examiner has the power to administer oaths and affirmations and to certify to official acts.

**601.6 Reasonable Dispatch.** The board and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.

### SECTION 602 — FORM OF NOTICE OF HEARING

The notice to appellant shall be substantially in the following form, but may include other information:

“You are hereby notified that a hearing will be held before (the board of appeals or name of hearing examiner) at [location] on [date + time] upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present

## ARTICLE TWO

any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by filing an affidavit therefor with (board of appeals or name of hearing examiner).”

### SECTION 603 — SUBPOENAS

**603.1 Filing of Affidavit.** The board or examiners may obtain the issuance and service of a subpoena for the attendance of witnesses or the production of other evidence at a hearing upon the request of a member of the board or upon the written demand of any party. The issuance and service of such subpoena shall be obtained upon the filing of an affidavit therefor which states the name and address of the proposed witness; specifies the exact things sought to be produced and the materiality thereof in detail to the issues involved; and states that the witness has the desired things in possession or under control. A subpoena need not be issued when the affidavit is defective in any particular aspect.

**603.2 Cases Referred to Examiner.** In cases where a hearing is referred to an examiner, all subpoenas shall be obtained through the examiner.

**603.3 Penalties.** Any person who refuses without lawful excuse to attend any hearing or to produce material evidence which the person possesses or controls as required by any subpoena served upon such person as provided for herein shall be guilty of a misdemeanor.

### SECTION 604 — CONDUCT OF HEARING

**604.1 Rules.** Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

**604.2 Oral Evidence.** Oral evidence shall be taken only on oath or affirmation.

**604.3 Hearsay Evidence.** Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state.

**604.4 Admissibility of Evidence.** Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.

**604.5 Exclusion of Evidence.** Irrelevant and unduly repetitious evidence shall be excluded.

**604.6 Rights of Parties.** Each party shall have these rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called the witness to testify;
5. To rebut the evidence; and
6. To be represented by anyone who is lawfully permitted to do so.

**604.7 Official Notice.**

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**604.7.1 What may be noticed.** In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or of official records of the board or departments and ordinances of the city or rules and regulations of the board.

**604.7.2 Parties to be notified.** Parties present at the hearing informed of the matters to be noticed, and these matters noted in the record, referred to therein, or appended thereto.

### CHAPTER 7 ENFORCEMENT OF THE ORDER OF THE BUILDING OFFICIAL OR THE BOARD OF APPEALS

#### SECTION 701 — COMPLIANCE

**701.1 General.** After any order of the Building Official or the board of appeals made pursuant to this code shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a misdemeanor.

**701.2 Failure to Obey Order.** If, after any order of the Building Official or board of appeals made pursuant to this code has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the Building Official may (i) cause such person to be prosecuted under Section 701.1 or (ii) institute any appropriate action to abate such building as a public nuisance.

**701.3 Failure to Commence Work.** Whenever the required repair or demolition is not commenced within 30 days after any final notice and order issued under this code becomes effective:

1. The Building Official shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

#### **DANGEROUS BUILDING**

#### **DO NOT OCCUPY**

**It is a misdemeanor to occupy this building, or to remove or deface this notice.**

**Building Official**

**.....of.....**

2. No person shall occupy any building which has been posted as specified in this section. No person shall remove or deface any such notice so posted until the repairs, demolition or removal ordered by the Building Official have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.
3. The Building Official may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building dangerous as set forth in the notice and order; or, if the notice and order required demolition, to cause the building to be sold and demolished or demolished and the materials, rubble and debris therefrom removed and the lot cleaned. Any such repair or demolition work shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided in this code. Any surplus realized from the sale of any such building, or from the demolition thereof, over and above the cost

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of demolition and of cleaning the lot, shall be paid over to the person or persons lawfully entitled thereto.

### SECTION 702 — EXTENSION OF TIME TO PERFORM WORK

Upon receipt of an application from the person required to conform to the order and by agreement of such person to comply with the order if allowed additional time, the Building Official may grant an extension of time, not to exceed an additional 120 days, within which to complete said repair, rehabilitation or demolition, if the Building Official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The Building Official's authority to extend time is limited to the physical repair, rehabilitation or demolition of the premises and will not in any way affect the time to appeal the notice and order.

### SECTION 703 — INTERFERENCE WITH REPAIR OR DEMOLITION WORK PROHIBITED

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of this jurisdiction or with any person who owns or holds any estate or interest in any building which has been ordered repaired, vacated or demolished under the provisions of this code; or with any person to whom such building has been lawfully sold pursuant to the provisions of this code, whenever such officer, employee, contractor or authorized representative of this jurisdiction, person having an interest or estate in such building or structure, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing any such building, pursuant to the provisions of this code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this code.

## CHAPTER 8 PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

### SECTION 801 — GENERAL

**801.1 Procedure.** When any work of repair or demolition is to be done pursuant to Section 701.3, Item 3, of this code, the Building Official shall, issue an order therefor to a private contract under the direction of the Building Official and the work shall be accomplished. Plans and specifications therefor may be prepared by said Building Official, or may employ such architectural and engineering assistance on a contract basis as deemed reasonably necessary. If any part of the work is to be accomplished by private contract, standard contractual procedures shall be followed.

**801.2 Costs.** The cost of such work shall be paid from the repair and demolition fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

### SECTION 802 — REPAIR AND DEMOLITION FUND

**802.1 General.** The legislative body of this jurisdiction shall establish a special revolving fund to be designated as the repair and demolition fund. Payments shall be made out of said fund upon the demand of the Building Official to defray the costs and expenses which may be incurred by this jurisdiction in doing or causing to be done the necessary work of repair or demolition of dangerous buildings.

**802.2 Maintenance of Fund.** The legislative body may at any time transfer to the repair and demolition fund, out of any money in the general fund of this jurisdiction, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so

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transferred shall be deemed a loan to the repair and demolition fund and shall be repaid out of the proceeds of the collections hereinafter provided for. All funds collected under the proceedings hereinafter provided for shall be paid to the treasurer of this jurisdiction who shall credit the same to the repair and demolition fund.

### **CHAPTER 9 RECOVERY OF COST OF REPAIR OR DEMOLITION**

#### **SECTION 901 — ACCOUNT OF EXPENSE, FILING OF REPORT**

The Building Official shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of Section 701.3, Item 3, of this code. Upon the completion of the work of repair or demolition, said official shall prepare and file with the administrative assistant to the Community Development Department of this jurisdiction a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to Section 401.3.

#### **SECTION 902 — NOTICE OF HEARING**

The Building Official shall also present the completed report to the legislative body of this jurisdiction for consideration. The legislative body of this jurisdiction shall fix a time, date and place for hearing said report and any protests or objections thereto. The Building Official of this jurisdiction shall cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation in this jurisdiction, and served by certified mail, postage prepaid, addressed to the owner of the property as the owner's name and address appears on the last equalized assessment roll of the county, if such so appears, or as known to the official. Such notice shall be given at least 10 days prior to the date set for the hearing and shall specify the day, hour and place when the legislative body will hear and pass upon the official's report, together with any objections or protests which may be filed as hereinafter provided by any person interested in or affected by the proposed charge.

#### **SECTION 903 — PROTESTS AND OBJECTIONS**

Any person interested in or affected by the proposed charge may file written protests or objections with the administrative assistant to the Community Development Department of this jurisdiction at any time prior to the time set for the hearing on the report of the official. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The administrative assistant to the Community Development of this jurisdiction shall endorse on every such protest or objection the date of receipt. The Building Official shall present such protests or objections to the legislative body of this jurisdiction at the time set for the hearing, and no other protests or objections shall be considered.

#### **SECTION 904 — HEARING OF PROTESTS**

Upon the day and hour fixed for the hearing, the legislative body of this jurisdiction shall hear and pass upon the report of the official together with any such objections or protests. The legislative body may make such revision, correction or modification in the report or the charge as it may deem just; and when the legislative body is satisfied with the correctness of the charge, the report (as submitted or as revised, corrected or modified) together with the charge, shall be confirmed or rejected. The decision of the



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legislative body of this jurisdiction on the report and the charge, and on all protests or objections, shall be final and conclusive.

### SECTION 905 — PERSONAL OBLIGATION OR SPECIAL ASSESSMENT

**905.1 General.** The legislative body of this jurisdiction may thereupon order that said charge shall be made a personal obligation of the property owner or assess said charge against the property involved.

**905.2 Personal Obligation.** If the legislative body of this jurisdiction orders that the charge shall be a personal obligation of the property owner, it shall direct the attorney for this jurisdiction to collect the same on behalf of this jurisdiction by use of all appropriate legal remedies.

**905.3 Special Assessment.** If the legislative body of this jurisdiction orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

### SECTION 906 — CONTEST

The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within 30 days after the assessment is placed upon the assessment roll as provided herein. Any appeal from a final judgment in such action or proceeding must be perfected within 30 days after the entry of such judgment.

### SECTION 907 — AUTHORITY FOR INSTALLMENT PAYMENT OF ASSESSMENTS WITH INTEREST

The legislative body of this jurisdiction, in its discretion, may determine that assessments in amounts of \$500.00 or more shall be payable in not to exceed five equal monthly installments. The legislative body's determination to allow payment of such assessments in installments, the number of installments, whether they shall bear interest, and the rate thereof shall be by a resolution adopted prior to the confirmation of the assessment.

### SECTION 908 — LIEN OF ASSESSMENT

**908.1 Priority.** Immediately upon its being placed on the assessment roll, the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots or parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for state, county and property taxes with which it shall be upon a parity. The lien shall continue until the assessment and all interest due and payable thereon are paid.

**908.2 Interest.** All such assessments remaining unpaid after 30 days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 7 percent per annum from and after said date.

### SECTION 909 — REPORT TO ASSESSOR AND TAX COLLECTOR: ADDITION OF ASSESSMENT TO TAX BILL

After confirmation of the report, certified copies of the assessment shall be given to the assessor and the tax collector for this jurisdiction, who shall add the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes.

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### **SECTION 910 — FILING COPY OF REPORT WITH COUNTY AUDITOR**

If the county assessor and the county tax collector assess property and collect taxes for this jurisdiction, a certified copy of the assessment shall be filed with the county auditor on or before August 10th. The descriptions of the parcels reported shall be those used for the same parcels on the county assessor's map books for the current year.

### **SECTION 911 — COLLECTION OF ASSESSMENT PENALTIES FOR FORECLOSURE**

The amount of the assessment shall be collected at the same time and in the same manner as ordinary property taxes are collected and shall be subject to the same penalties and procedure and sale in case of delinquency as provided for ordinary property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessment.

If the legislative body of this jurisdiction has determined that the assessment shall be paid in installments, each installment and any interest thereon shall be collected in the same manner as ordinary property taxes in successive years. If any installment is delinquent, the amount thereof is subject to the same penalties and procedure for sale as provided for ordinary property taxes.

### **SECTION 912 — REPAYMENT OF REPAIR AND DEMOLITION FUND**

All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the treasurer of this jurisdiction, who shall credit the same to the repair and demolition fund.

### **SECTION 2.08.140                      PLANS and PERMITS**

1. The application, plans, specifications, computations and other data filed by an applicant for a permit shall be reviewed by the Building Official. Such plans may be reviewed by other departments of this jurisdiction to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in application for a permit and the plans, specifications and other data filed therewith conform to the requirements of the Building Code and other pertinent laws and ordinances, and that the fees have been paid, the Building Official shall issue a permit therefore to the applicant.
2. When the Building Official issues the permit where plans are required, the Building Official shall endorse in writing or stamp the plans and specifications. Such approved plans and specifications shall not be changed, modified and altered without authorizations from the Building Official, and all work regulated by the Building Code shall be done in accordance with the approved plans.
3. The Building Official may issue a permit for the construction of part of a building or structure before the entire plans and specifications for the whole building or structure have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of the Building Code. The holder of a partial permit shall proceed without assurance that the permit for the entire building or structure will be granted.

### **SECTION 2.08.150                      RETENTION of PLANS**

One set of approved plans, specifications and computations shall be retained by the Building Official for a period of not less than 90 days from the date of completion of the work covered therein and one set of approved plans and specifications shall be returned to the applicant, and the returned set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

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### **SECTION 2.08.160**

### **VALIDITY of PLANS**

1. No permit shall be issued if the parcel of land or the use of the land on which the building, structure, or equipment is to be placed, erected, altered, equipped or used is in violation of any Curry County ordinance or code.
2. The issuance or granting of a permit or approval of plans, specification and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the Building Code or of any other Curry County ordinance or code. Permits presuming to give authority to violate or cancel the provisions of the Building Code or other Curry County ordinance or code shall not be valid.
3. The issuance of a permit based on plans, specifications and other data shall not prevent the Building Official from thereafter requiring the correction of errors in the plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of the Building Code or of any other Curry County ordinance or code.

### **SECTION 2.08.170**

### **EXPIRATION of APPLICATIONS, PLANS and PERMITS**

1. Applications for which no permit is issued within 180 days following the date of the application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.
2. Every permit issued by the Building Official under the provisions of the Building Code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.
3. Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended without justifiable cause demonstrated in writing.

### **SECTION 2.08.180**

### **WORK WITHOUT PERMIT; INVESTIGATION FEES**

1. Whenever any work for which a permit is required by the Building Code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.
2. An investigation fee, in addition to the permit fee, may be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the Building Code nor from any penalty prescribed by law.

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### **SECTION 2.08.190**

### **PERMITS NOT TRANSFERABLE**

A permit issued to one person or firm is not transferable and shall not permit any other person or firm to perform any work thereunder.

### **SECTION 2.08.200**

### **SUSPENSION; REVOCATION**

The Building Official may, in writing, suspend or revoke a permit issued under the provisions of the Building Code whenever the permit is issued in error on the basis of incorrect information supplied, or in violation of any provision of the Building Code.

### **SECTION 2.08.210**

### **INSPECTIONS**

1. It shall be the duty of the permit holder or the permit holder's agent to request all necessary inspections in a timely manner, provide access to the site, and provide all necessary equipment as determined by the Building Official. The permit holder shall not proceed with the building construction until authorized by the Building Official. It shall be the duty of the permit holder to cause the work to remain accessible and exposed for inspection purposes. Any expense incurred by the permit holder to remove or replace any material required for proper installation shall be the responsibility of the permit holder or the permit holder's agent.
2. Work requiring a permit shall not be commenced until the permit holder or the permit holder's agent has posted or otherwise made available a inspection record card such as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. This card shall be maintained available by the permit holder until final approval has been granted by the Building Official.

### **SECTION 2.08.220**

### **PUBLIC NUISANCE**

The erection, construction, reconstruction, alteration, maintenance, installation or use of any building, structure, manufactured dwelling, or mobile home in violation of the Building Code shall be deemed a nuisance and may be enjoined, abated or removed.

### **SECTION 2.08.230**

### **JURISDICTION**

The Circuit Court for the State of Oregon for the County of Curry has jurisdiction over any and all violations of the Building Code.

### **SECTION 2.08.240**

### **REMEDIES NOT EXCLUSIVE**

None of the remedies available to the County as set forth in the Building Code are exclusive. Nothing in the Building Code shall preclude any remedy otherwise available to the County, either in law or equity.

### **2.08.250 Violations – Penalties – Remedies.**

- A. No person, firm, corporation or other entity however organized shall erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain a building or structure in the county, or cause the same to be done, contrary to or in violation of this code.
- B. Violation of a provision of this chapter shall be subject to an administrative civil penalty not to exceed the amounts shown in the Curry County Fee Schedule and shall be processed in accordance with the procedures set forth in this code.
- C. Each day that a violation of a provision of this chapter exists constitutes a separate violation.

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- D. A property owner had been cited for previously within a 12-month period.
- E. In addition to the above penalties, a condition caused or permitted to exist in violation of this chapter is a public nuisance and may be abated by any of the procedures set forth under law.
- F. The penalties and remedies provided in this section are not exclusive and are in addition to other penalties and remedies available to the county under any ordinance, statute or law.

### **2.08.260 Authority to impose administrative civil penalty.**

- A. Upon a determination by the building official that any person, firm, corporation or other entity however organized has violated a provision of this chapter or a rule adopted thereunder, the building official may issue a notice of civil violation and impose upon the violator and/or any other responsible person an administrative civil penalty as provided by subsections (A) through (K) of this section. For purposes of this subsection, a responsible person includes the violator, and if the violator is not the owner of the building or property at which the violation occurs, may include the owner as well.
- B. Prior to issuing an order to correct a violation under this section, the building official may pursue reasonable attempts to secure voluntary correction.
- C. Prior to issuing a notice of civil violation and imposing an administrative civil penalty under this section, the building official shall issue an order to correct a violation to one or more of the responsible persons. Except where the building official determines that the violation poses an immediate threat to health, safety, environment, or public welfare, the time for correction shall be 15 days.
- D. Following the date or time by which the correction must be completed as required by an order to correct a violation, the building official shall determine whether such correction has been completed. If the required correction has not been completed by the date or time specified in the order, the building official may issue a notice of civil violation and impose an administrative civil penalty to each responsible person to whom an order to correct was issued.
- E. Notwithstanding subsections (B) and (C) of this section, the building official may issue a notice of civil violation and impose an administrative civil penalty without having issued an order to correct violation or made attempts to secure voluntary correction where the building official determines that the violation was knowing or intentional or a repeat of a similar violation.
- F. In imposing an administrative civil penalty authorized by this section, the building official shall consider:
  - 1. The person's past history in taking all feasible steps or procedures necessary or appropriate to correct the violation;
  - 2. Any prior violations of statutes, rules, orders, and permits;
  - 3. The gravity and magnitude of the violation;
  - 4. Whether the violation was repeated or continuous;
  - 5. Whether the cause of the violation was an unavoidable accident, negligence, or an intentional act;
  - 6. The violator's cooperativeness and efforts to correct the violation;
  - 7. Any relevant rule of the building official.
- G. Any notice of a civil violation that imposes an administrative civil penalty under this section shall either be served by personal service or shall be sent by registered or certified mail and by first class mail. Any such notice served by mail shall be deemed received for purposes of any time computations hereunder three days after the date mailed if to an address within this state, and seven days after the date mailed if to an address outside this state. Every notice shall include:

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1. Reference to the particular code provision, ordinance number, or rule involved;
  2. A statement of the matters asserted or charged;
  3. A statement of the amount of the penalty or penalties imposed;
  4. The date on which the order to correct was issued and time by which correction was to be made, or if the penalty is imposed pursuant to subsection (E) of this section, a statement of the basis for concluding that the violation was knowing, intentional, or repeated; and
  5. A statement of the party's right to appeal the civil penalty to the city manager; a description of the process the party may use to appeal the civil penalty; and the deadline by which such an appeal must be filed.
- H. Any person, firm, corporation or other entity however organized that is issued a notice of civil penalty may appeal the penalty to the County Operations Manager. The provisions of CCBC [2.08.130.501.1](#) shall govern any requested appeal.
- I. A civil penalty imposed hereunder shall become final upon expiration of the time for filing an appeal, unless the responsible person appeals the penalty to the city manager pursuant to, and within the time limits established by, CCBC [2.08.130.501.1](#).
- J. Each day the violator fails to remedy the code violation shall constitute a separate violation.
- K. The civil administrative penalty authorized by this section shall be in addition to:
1. Assessments or fees for any costs incurred by the county in remediation, cleanup, or abatement; and
  2. Any other actions authorized by law; provided, that the county shall not issue a citation to municipal court for a violation of this chapter.

### **2.08.270 Unpaid penalties.**

- A. Failure to pay an administrative penalty imposed pursuant to this code within 10 days after the penalty becomes final shall constitute a violation of this code. Each day the penalty is not paid shall constitute a separate violation. The building official is authorized to collect the penalty by any administrative or judicial action or proceeding authorized by subsection (B) of this section, other provisions of this code, or state statutes.
- B. If an administrative civil penalty is imposed on a responsible person because of a violation of any provision of this code resulting from prohibited use or activity on real property, and the penalty remains unpaid 30 days after such penalty becomes final, the finance and human services director shall assess the property the full amount of the unpaid fine and shall enter such an assessment as a lien in the docket of county liens. At the time such an assessment is made, the finance and human services director shall notify the responsible person that the penalty has been assessed against the real property upon which the violation occurred and has been entered in the docket of county liens. The lien shall be enforced in the same manner as all county liens. Interest shall commence from the date of entry of the lien in the lien docket.
- C. In addition to enforcement mechanisms authorized elsewhere in this code, failure to pay an administrative civil penalty imposed pursuant to this code shall be grounds for withholding issuance of requested permits or licenses, issuance of a stop work order, if applicable, or revocation or suspension of any issued permits or certificates of occupancy.



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

<b>Agenda Date:</b>	<b>Agenda Item Title:</b>	
3/21/24	Curry Transfer and Recycling Rate Increase for 2024	
<b>Time Needed:</b>		
10 minutes		
<b>Financial Impact:</b>	<b>Description and Background:</b>	
Increased Resources	<p>Curry Transfer and Recycling has proposed a rate adjustment, resulting in an increase of 3.08%. The United States CPI is 4.1%.</p> <p>The Board will determine whether to approve the rate increase or retain current rates.</p>	
<b>Category:</b>		
<input checked="" type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
<b>Requested Motion:</b>		
APPROVE / DENY a CTR Rate Increase of 3.08%, effective April 1, 2024.		
<b>Attachments:</b>	<b>Instructions Once Approved:</b>	
1. CTR Packet		
2.		
3.		
4.		
5.		
<b>Contact Person – Name and Department:</b>		<b>Date Submitted:</b>
Ted Fitzgerald		3/14/24



17498 Carpenterville Rd, PO Box 4008, Brookings, OR 97415

(p) 800-826-9801 (f) 541-469-1048  
currytransferrecycling.com

**February 19, 2024**

Curry County  
Commissioner John Herzog  
PO Box 746  
Gold Beach, OR 97444

RE: **2024** Rate Adjustment Request

Dear Commissioner Herzog:

Customarily, each year we request a rate adjustment based on the prior year's US City CPI average. This year we are requesting an adjustment based on the US City average of **4.1%**, we are requesting 75% of the CPI which will result in an increase of 3.08%. The increase will be **\$.93** per month adjustment in the Rural areas and **\$1.07** in the UGB areas adjustment for a basic 32 gallon cart service. Please use this notice and the other information enclosed to consider a rate adjustment effective **April 1, 2024**.

We appreciate the opportunity to serve Curry County.

Sincerely,



Luke Pyke  
Site Manager

Enclosures:

**2024** Exhibit A Rate Comparison  
**2024** Transfer Site Rate Comparison  
**2023** CPI Adjustment- Department of Labor





**Curry County Rate Schedule**

**Exhibit A**

**Effective April 1, 2024**

Service	RURAL- No Curbside Recycling				UGB County- Curbside Recycling Available			
	Previous	2023	Adj	New Rural	Previous	2023 CPI	Adj	New Rural
	Year Rate	CPI		Rate	Year Rate			Rate
	2023			2024	2023			2024
<b>Residential Cart Service</b>								
20 gallon per month	24.68	3.08%	0.76	25.44	24.68	3.08%	0.76	25.44
32 gallon per month	30.29	3.08%	0.93	31.22	34.67	3.08%	1.07	35.74
48 gallon per month	45.46	3.08%	1.40	46.86	49.84	3.08%	1.54	51.38
64 gallon per month	60.60	3.08%	1.87	62.47	64.98	3.08%	2.00	66.98
96 gallon per month	90.90	3.08%	2.80	93.70	95.29	3.08%	2.93	98.22
<b>Commercial Cart Service</b>								
32 gallon per month	34.41	3.08%	1.06	35.47				
48 gallon per month	51.59	3.08%	1.59	53.18				
64 gallon per month	68.84	3.08%	2.12	70.96				
96 gallon per month	103.24	3.08%	3.18	106.42				
<b>Commercial/Container Rental Service</b>								
Per Loose Yard Trash Service	38.49	3.08%	1.19	39.68				
Per Loose Yard Brush Service *	17.00	3.08%	0.52	17.00				
Per Loose Yard Metal Service	17.00	3.08%	0.52	17.00				
Auto Lock Charge	4.96	3.08%	0.15	5.11				
Dumpster Rental	20.00	3.08%	0.62	20.62				
Extra bag- on route	7.86	3.08%	0.24	8.10				
Medical Waste- 1 Gallon Sharps	30.50	3.08%	0.94	31.44				
Medical Waste Tub collection per gallon	4.10	3.08%	0.13	4.23				
Roll- Off Daily Rent Charge	2.88	3.08%	0.09	2.97				
Special Handling Charge	1.60	3.08%	0.05	1.65				
Special Trip/ Off Route Trip/Delivery Charge	35.35	3.08%	1.09	36.44				
Start; Stop; Resume; Seasonal Stop	8.53	3.08%	0.26	8.79				
<b>Recycling</b>								
Residential recycle only (no solid waste service)					26.65	3.08%	0.82	27.47
Commercial Cardboard- routed	up to 25% of commercial yard rate							
Commercial Commingle	up to 50% of commercial yard rate							

Heavy Roofing or Demolition	1.5 times yard rate
Extra Heavy Demolition or Mechanically Compacted Waste	2.75 times yard rate



**Transfer Site Rates**  
**Exhibit A**  
**Wridge Creek; Nesika Beach; Port Orford**  
**Effective April 1, 2024**

	<b>Previous Year 2023</b>	<b>CPI Adjustment</b>		<b>New Rate 2024</b>
Gate Fee	13.00	3.08%	0.00	13.00
Additional Cans	7.00	3.08%	1.00	8.00
Yard Waste per yard	13.00	0.00%	0.00	13.00
Metal Waste Per Yard	0.00	3.08%	0.00	0.00
Loose Garbage Per Yard	33.00	3.08%	1.00	34.00
Demolation Rate Per Yard	50.00	3.08%	1.00	51.00
Batteries- Vehicle	6.00	3.08%	1.00	7.00
Bulky Item- furniture; appliances; etc	17.00	3.08%	1.00	18.00
Refrigerators with Freon	23.00	3.08%	1.00	24.00
Tires- Car/PU Truck not mounted	9.00	3.08%	1.00	10.00
Tires- Car/PU Truck mounted	12.00	3.08%	1.00	13.00
Tires- Tractor not mounted	12.00	3.08%	1.00	13.00
Tires- Tractor mounted	45.00	3.08%	1.00	46.00
	240.00	4.17%	10.00	250.00



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Contact Northeast

## Consumer Price Index US City Average (1982-84 = 100)

**Consumer Price Index for all Urban Consumers (CPI-U), Not Seasonally Adjusted**  
**U.S. City Average All Items 1982-1984=100 (R)=Revised**

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
1995	150.3	150.9	151.4	151.9	152.2	152.5	152.5	152.9	153.2	153.7	153.6	153.5	152.4
1996	154.4	154.9	155.7	156.3	156.6	156.7	157.0	157.3	157.8	158.3	158.6	158.6	156.9
1997	159.1	159.6	160.0	160.2	160.1	160.3	160.5	160.8	161.2	161.6	161.5	161.3	160.5
1998	161.6	161.9	162.2	162.5	162.8	163.0	163.2	163.4	163.6	164.0	164.0	163.9	163.0
1999	164.3	164.5	165.0	166.2	166.2	166.2	166.7	167.1	167.9	168.2	168.3	168.3	166.6
2000	168.8	169.8	171.2	171.3	171.5	172.4	172.8	172.8	173.7	174.0	174.1	174.0	172.2
2001	175.1	175.8	176.2	176.9	177.7	178.0	177.5	177.5	178.3	177.7	177.4	176.7	177.1
2002	177.1	177.8	178.8	179.8	179.8	179.9	180.1	180.7	181.0	181.3	181.3	180.9	179.9
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185.0	184.5	184.3	184.0
2004	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.9	191.0	190.3	188.9
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	195.3
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	201.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	207.342
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	214.537
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	218.056
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	224.939
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	229.594
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.957
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.736
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	237.017
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	240.007
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	245.120
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	251.107
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	255.657
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	258.811
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	270.970
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797	292.655
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746	304.702
2024	308.417												
<b>Percent Change from 12 months ago</b>													
1996	2.7%	2.7%	2.8%	2.9%	2.9%	2.8%	3.0%	2.9%	3.0%	3.0%	3.3%	3.3%	3.0%
1997	3.0	3.0	2.8	2.5	2.2	2.3	2.2	2.2	2.2	2.1	1.8	1.7	2.3
1998	1.6	1.4	1.4	1.4	1.7	1.7	1.7	1.6	1.5	1.5	1.5	1.6	1.6
1999	1.7	1.6	1.7	2.3	2.1	2.0	2.1	2.3	2.6	2.6	2.6	2.7	2.2
2000	2.7	3.2	3.8	3.1	3.2	3.7	3.7	3.4	3.5	3.4	3.4	3.4	3.4



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2001	3.7	3.5	2.9	3.3	3.6	3.2	2.7	2.7	2.6	2.1	1.9	1.6	2.8
2002	1.1	1.1	1.5	1.6	1.2	1.1	1.5	1.8	1.5	2.0	2.2	2.4	1.6
2003	2.6	3.0	3.0	2.2	2.1	2.1	2.1	2.2	2.3	2.0	1.8	1.9	2.3
2004	1.9	1.7	1.7	2.3	3.1	3.3	3.0	2.7	2.5	3.2	3.5	3.3	2.7
2005	3.0	3.0	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8
2009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	3.2
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.1
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.6
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	0.1
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.3
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.1
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	4.7
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.0
2023	6.4	6.0	5.0	4.9	4.0	3.0	3.2	3.7	3.7	3.2	3.1	3.4	4.1
2024	3.1												

Source: US Bureau of Labor Statistics

**Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W), Not Seasonally Adjusted**  
**U.S. City Average All Items 1982-1984=100 (R)=Revised**

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
1995	147.8	148.3	148.7	149.3	149.6	149.9	149.9	150.2	150.6	151.0	150.9	150.9	149.8
1996	151.7	152.2	152.9	153.6	154.0	154.1	154.3	154.5	155.1	155.5	155.9	155.9	154.1
1997	156.3	156.8	157.0	157.2	157.2	157.4	157.5	157.8	158.3	158.5	158.5	158.2	157.6
1998	158.4	158.5	158.7	159.1	159.5	159.7	159.8	160.0	160.2	160.6	160.7	160.7	159.7
1999	161.0	161.1	161.4	162.7	162.8	162.8	163.3	163.8	164.7	165.0	165.1	165.1	163.2
2000	165.6	166.5	167.9	168.0	168.2	169.2	169.4	169.3	170.4	170.6	170.9	170.7	168.9
2001	171.7	172.4	172.6	173.5	174.4	174.6	173.8	173.8	174.8	174.0	173.7	172.9	173.5
2002	173.2	173.7	174.7	175.8	175.8	175.9	176.1	176.6	177.0	177.3	177.4	177.0	175.9
2003	177.7	179.2	180.3	179.8	179.4	179.6	179.6	180.3	181.0	180.7	180.2	179.9	179.8
2004	180.9	181.9	182.9	183.5	184.7	185.3	184.9	185.0	185.4	186.5	186.8	186.0	184.5
2005	186.3	187.3	188.6	190.2	190.0	190.1	191.0	192.1	195.0	195.2	193.4	192.5	191.0
2006	194.0	194.2	195.3	197.2	198.2	198.6	199.2	199.6	198.4	197.0	196.8	197.2	197.1
2007	197.559	198.544	200.612	202.130	203.661	203.906	203.700	203.199	203.889	204.338	205.891	205.777	202.767
2008	206.744	207.254	209.147	210.698	212.788	215.223	216.304	215.247	214.935	212.182	207.296	204.813	211.053
2009	205.700	206.708	207.218	207.925	208.774	210.972	210.526	211.156	211.322	211.549	212.003	211.703	209.630
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.967
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166	221.575
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	226.229
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	229.324
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.771
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.810
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	234.076
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	239.051
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786	245.146
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452	249.222
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826	254.081	252.248
2021	255.296	256.843	258.935	261.237	263.612	266.412	267.789	268.387	269.086	271.552	273.042	273.925	265.510

Source: US Bureau of Labor Statistics



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

<b>Agenda Date:</b>	<b>Agenda Item Title:</b>	
3/21/24	Curry County Social Media Policy	
<b>Time Needed:</b>		
5 minutes		
<b>Financial Impact:</b>	<b>Description and Background:</b>	
None	<p>The County does not currently have an adopted policy for official Social Media Use.</p> <p>The County PIO has formulated a Policy based on standard best practices for Social Media use. This Policy will require that each Department Head that manages a social media account or has access to a social media policy provides a signed acknowledgment of the Policy.</p>	
<b>Category:</b>		
<input checked="" type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
<b>Requested Motion:</b>		
Adopt the Curry County Social Media Policy		
<b>Attachments:</b>	<b>Instructions Once Approved:</b>	
1. Order Adopting Social Media Policy 2. Proposed Social Media Policy 3. 4. 5.		
<b>Contact Person – Name and Department:</b>		<b>Date Submitted:</b>
Val Early, PIO/Grants Manager		3/14/24

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

**In the Matter of an Order Adopting a     )     ORDER NO. \_\_\_\_\_**  
**Social Media Policy                                     )**

**WHEREAS**, the purpose of a social media policy is to ensure that social media posts, comments, and accounts are managed in accordance with State and Federal Law; and

**WHEREAS**, because some forms of social media constitute a limited public forum, and because all forms of social media are subject to Oregon Public Records Law and Oregon Government Ethics Law, it is reasonable to place restrictions on their use; and

**WHEREAS**, the County does not currently have an adopted Social Media Policy.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT** the Social Media Policy attached hereto and incorporated herein by reference is adopted and shall become effective immediately.

**DATED** this 21<sup>st</sup> day of March, 2024.

**BOARD OF CURRY COUNTY COMMISSIONERS**

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

Approved as to Form:

\_\_\_\_\_  
John Herzog, Vice Chair

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

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



# CURRY COUNTY SOCIAL MEDIA POLICY

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## 1. PURPOSE

Curry County (“County”) has an overriding interest and expectation in deciding what is disseminated on behalf of the County to media representatives and on County authorized social media sites. This policy establishes the County’s requirements pertaining to the use of social media.

To address the increased use of the Internet and the ways that county residents prefer to communicate and obtain information online, County departments may consider approving staff use of authorized social media tools.

## 2. SCOPE

This policy applies to all County employees and will be administered by the Director of County Operations’ Office. This policy is applicable to all county departments.

## 3. DEFINITIONS

“DCO” means the Director of County Operations.

“**Social media**” is an umbrella term for various forms of communication consisting of user-created text, audio, video or other content published in a shared online environment, such as over the Internet or through mobile telephone networks. Different forms of social media generally have the common characteristic of allowing personal participation and feedback in a fast and informal manner. Social media is also typically open to vast multitudes of people to observe, copy, and use, often with few (if any) access restrictions. Examples of social media tools include but are not limited to, Social network sites, such as Facebook, Instagram, NextDoor, X (formerly Twitter) and Google Plus, business networking services such as LinkedIn, blogs, content-sharing services, such as YouTube and Flickr, internal forums/message boards, podcasts, and wikis such as Wikipedia.

“**Site**” is an umbrella term to encompass a page, group or account utilized to disseminate social media information in accordance with this policy.

#### **4. POLICY**

The County encourages the appropriate use of authorized social media tools to further the mission, vision, and guiding principles of the County. The County will approve and address the use of County authorized social media tools as consistently as possible across the organization. The County's website (<http://www.co.curry.or.us>) and any additional County authorized websites will remain the County's primary internet presence.

In general, content posted to County authorized social media sites should refer users back to the County's official website or other County-authorized websites containing in-depth information, forms, documents or online services necessary to conduct business with Curry County. Whenever possible, content posted to County authorized social media sites will also be available on the County's main website.

##### **4.1 *County Social Media Sites***

All County authorized social media sites used or established by departments will be subject to approval by the Director of County Operations or his/her designee. User accounts used to create official social media sites that are maintained by Curry County offices/departments shall be linked to Curry County email addresses and not personal email addresses. These user accounts should not be used for personal social media activity. All user accounts shall be linked to a County issued phone for multi-factor verification purposes when resetting passwords.

##### **4.2 *Appropriate Use of Social Media Tools***

Appropriate County uses of social media tools fall generally into three categories; as channels for disseminating time-sensitive information as quickly as possible (for example: emergency information), as marketing/promotional channels which increase the County's ability to broadcast its messages to the widest possible audience, or as channels for engaging in dialogue with and gaining input from the public about various County projects and programs.

##### **4.3 *Responsibility and Administration***

As is the case for the County website, departmental public information staff will be responsible for the content and upkeep of any County authorized social media sites their department may use or establish. All Curry County official social media sites are to be administered by a designated Curry County employee within the designated office/department, or an authorized individual approved by the DCO and authorized by the Board of Commissioners. Sites maintained by Curry County offices/departments shall make clear that they are maintained by the office/department and that they follow the Curry County Social Media Policy, and additionally shall utilize official County logos.



#### **4.4     *Compliance with County and State Law***

- a. All County authorized social media sites shall comply with all adopted County policies, procedures, and rules, as well as Oregon Government Ethics Laws (ORS Chapter 244) and State of Oregon Ethical Standards.
- b. County authorized social media sites are subject to Oregon Public Records Law (ORS Chapter 192). Any content maintained in a social media format that is related to County business, including a list of subscribers and posted communication, is considered public record. The department maintaining the site is responsible for responding to any public records request for records created or stored on social media. Content related to County business shall be maintained in an accessible format so that it can be produced in response to a request. Wherever possible, such sites shall clearly indicate that any content posted or submitted for posting is subject to public disclosure. Information shall be present that indicates that public disclosure requests must be directed to the Public Records Custodian.
- c. The Oregon Archives Division records retention schedules (OAR 166-150-0005 to 166-150-0215) apply to social media formats and social media content. Unless otherwise addressed in a specific social media standards document, the department maintaining a County authorized social media site shall preserve records required to be maintained pursuant to the relevant records retention schedule for the required retention period on a County server in a format that, as much as practicable, preserves the integrity of the original record and is easily accessible. Appropriate retention formats shall be used for all forms of County authorized social media.

#### **4.5     *Comment Policy***

Users and visitors to County authorized social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication between County departments and members of the public. County authorized social media site articles, comments and other content containing any of the following are not allowed:

- a. Comments and articles not topically related to the particular social media article being commented upon.
- b. Comments in support of or opposition to political campaigns or ballot measures.
- c. Profane language or content.

- d. Rude, disparaging or discourteous comments directed at specific individuals, groups, or organizations.
- e. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
- f. Inappropriate sexual content or links to inappropriate sexual content.
- g. Solicitations of commerce.
- h. Illegal conduct or encouragement of illegal activity, excepting any authorized undercover activities of law enforcement agencies.
- i. Information that may tend to compromise the safety or security of the public or public systems.
- j. Content that violates a legal ownership interest of any other party, including comments or content that includes a photograph or video of another person that has been posted without the person's permission and consent.
- k. Comments or content that harass or advocate harassment of another person.
- l. Comments or content that poses or creates a privacy or security risk to another person.
- m. Comments or content that contain restricted or password-only access pages or hidden pages or images (not linked to or accessible from another accessible page).
- n. Comments or content that involve the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming" or "spamming."
- o. Comments or content soliciting or designed to solicit passwords or personal identifying information for commercial purposes.
- p. Comments or content involving commercial activities and or sales without prior written consent of the County, including but not limited to contests, barter, sweepstakes, advertising, or pyramid schemes.

These guidelines must be displayed to users or made available by hyperlink. Any content removed based on these guidelines must be retained, including the time, date and identity of the poster when available.

The County reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. County authorized social media sites that allow users to comment are limited public forums. Comments are subject to reasonable County rules and restrictions. County employees or agents acting as moderators are responsible for understanding and properly enforcing this Social Media Policy and any additional policies or regulations that apply to County authorized web accounts, sites, or pages.

#### **4.6    *Performing Work-Related Social Media Content Management***

**4.6.1.** All new County authorized social media tools or accounts proposed for County, after approval from the Director of County Operations, must first be registered within a County department or office.

- a.     The purpose of registration is to allow the County or a department or office of the County to immediately edit or remove content authored by the County, its employees or other users from all County authorized social media sites. Registration responsibilities will include maintenance of current login and password information for each social media tool or account used by the County.
- b.     Department directors or their designees will be responsible for working together with the Human Resources Department to address violations of this policy, including the sharing of current user login and password information if necessary.

**4.6.2.** The social media tools have been approved for use by the County include YouTube, X, Facebook, Blogs, and any other social media tools authorized pursuant to this Policy.

**4.6.3.** County authorized social media is directly related to the County's business concerns, employees are prohibited from expressing work-related complaints or criticisms on County authorized social media sites as per Personnel Rules and Regulation. Employees are encouraged to submit work-related complaints directly to the appropriate department or their supervisor or in accordance with applicable County policies. Nothing

contained herein shall in any way be construed or applied in a manner that interferes with an employee's rights under the Public Employees Collective Bargaining Act.

- a. While the development of original content is desirable in many situations, County content authors are also encouraged to use existing text and language created and published to Curry County web pages whenever possible. This practice enhances the County's ability to underscore key messages and draw social media users to more extensive content found on County web pages.
- b. Discussion topics initiated by content authors must have a clearly identified topic or theme to assist users in staying on-topic.
- c. Employees who connect to social media sites using County-owned equipment, who are officially authorized to speak on behalf of the County or a department, or who may be perceived as speaking on behalf of the County or a department, are subject to all County policies and requirements regarding prohibited or inappropriate behavior in the workplace.
- d. Employees shall not make comments or posts on social media sites on behalf of the County or a department unless specifically authorized to do so by the Director of County Operations or a department director or their designees.

#### **4.7 *Employee use of Social Media on Personal Time***

The County respects employees' ability to use social media as a medium of self-expression and conversation, and this policy does not restrict an employee's ability to comment on matters of public concern as provided by law. However, social media sites have a significant communications potential, and can generally be accessed by anyone around the world indefinitely. Therefore, employees shall adhere to the following guidelines when communicating or posting content about County-related subjects on social media sites in their capacity as private citizens on personal time:

- a. Specify that the views expressed are the employees' alone and do not necessarily represent the views of the County.
- b. Refrain from disclosing confidential or proprietary information of which the County may be a custodian including but not limited to private information about the County's citizens, customers, clients, elected officials, employees,

representatives, business partners, service providers and vendors, and non-public operational information and procedures;

- c. Refrain from making statements that hinder the effective performance of County functions;
- d. Refrain from making comments that threaten physical violence, harass, bully, discriminate, or retaliate against the County's customers, elected officials, officers, employees, representatives, business partners, vendors, or service providers;
- e. Refrain from using social media to engage in abusive, defamatory, obscene, violent, maliciously false or otherwise egregious conduct or statements directed at or implicating the County, its citizens or customers, elected officials, employees, representatives, business partners, service providers, or vendors;
- f. Refrain from using social media sites in a manner that may damage or reflect discredit to the County's good reputation by posting content created, owned, associated with or held as a custodian by the County, including but not limited to intellectual property, trademarks, logos, copyrighted material, or images depicting County uniforms, vehicles, facilities, or other items identified with the County or its business partners;
- g. Refrain from linking a social media site to any of the County's internal websites or computer networks without County approval;
- h. Ensure that personal social media use does not interfere with assigned work responsibilities;
- i. Remember that, in some cases, content about the conduct of County business published by employees on personal time may be subject to disclosure under Oregon Public Records Law;
- j. Refrain from establishing websites or other social media sites of any type that purport to represent the interests and views of the Curry County organization or any of its departments unless the creation of such sites has been specifically authorized by their department director, the Director of County Operations or their designees; and
- k. Refrain from using any County email address to register on social networks,

blogs or other online tools utilized for personal use.

## **5. POLICY ENFORCEMENT AND VIOLATION**

Violations of this Policy, including postings, comments or activities involving social media made on personal time that violate the County's Personnel Rules and Regulations or this Policy may subject employees to disciplinary action up to and including termination from employment with Curry County. The Director of County Operations or the IT Director may, in their sole discretion, remove any unsuitable content from social media sites and revoke a social media administrator's access for violations of this Policy.

## **6. INTERPRETATION AND IMPLEMENTATION**

Any questions relative to the intent or application of this procedure should be directed to the DCO, who is delegated the responsibility to interpret and implement this procedure.

## **7. ACKNOWLEDGEMENT OF RECEIPT BY DEPARTMENT HEADS**

Upon receipt of this Policy, each Department Head shall sign below where indicated, and a copy of the signed acknowledgement shall be placed in the Department Head's personnel file.

**The Department Head's signature below serves as an attestation that they have read, understand, and agree to the provisions outlined in the Policy. In the event the Department receives approval from the Director of County Operations to proceed with social media programming, they agree to abide by all the provisions contained there, as well as the Terms of Use for each social media application the Department uses.**

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*Signature*

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*Date*

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*Name and Title*