



**CURRY COUNTY
BOARD OF COMMISSIONERS**

94235 Moore Street
Gold Beach, Oregon

(541) 247-3296

BOC_Office@co.curry.or.us

www.co.curry.or.us

**AGENDA
BUSINESS MEETING**

July 19, 2023

9:00 a.m.

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

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. AMENDMENT AND APPROVAL OF THE AGENDA

3. SERVICE AWARDS

A. SGT. Jason Thien, 5 Years of Service – Sheriff Ward

4. PUBLIC COMMENTS

To make a public comment, please submit a Speaker's Slip to the Chair prior to the start of the meeting, or email public comments during the meeting to BOC_Office@co.curry.or.us. Public comments are limited to three (3) minutes per speaker.

5. CONSENT AGENDA

- A. Approve Minutes for Business Meeting on July 5, 2023
- B. Approve Minutes for Meeting on July 7, 2023
- C. Approve Minutes for BOC-DCO Meeting on June 30, 2023
- D. Approve Minutes or BOC-DCO Meeting on July 6, 2023
- E. Approve Hire of Ida Swank – Part Time Accounting Clerk
- F. Approve Reclassification of Brandy Allen
- G. Approve Economic Development Credit Card Changes

6. PRESENTATION

A. (1:00 p.m.) – Oregon State Fire Marshal & Fire Chiefs

7. DISCUSSION/ACTION ITEMS

- A. Discuss LGPS Proposal
 - i. Proposal

- B. Reverting TLT Ordinances
 - i. Oregon Law Requirements
 - ii. Definitions for ORS 320
 - iii. Ordinance No. 19-01
 - iv. Ordinance No. 19-02
 - v. Ordinance No. 19-13
 - vi. Ordinance No. 20-02
- C. Discuss Social Security Bar Management
 - i. Information Packet (DSL, County, City of Brookings Proposals)

8. PUBLIC HEARING

- A. 2023 Community Development Block Grant – Langlois Water District
 - i. Affidavit of Publication
- B. CDBG Small Business and Microenterprise Grant Program
 - i. Affidavit of Publication
- C. Ordinance, Retail Sale of Animals – First Reading
 - i. Proposed Ordinance
 - ii. Proposed County Code Provisions
 - iii. Proof of Publication

9. ELECTED OFFICIAL UPDATES

10. COMMISSIONER UPDATES

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

11. EXECUTIVE SESSION

- A. 192.660(2)(b)

12. OTHER

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

13. ADJOURN

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



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
07/19/23.....	Years of Service Award – Sgt. Jason Thien.....	
Time Needed:		
5 Minutes.....		
Financial Impact:	Description and Background:	
N/A.....	Sheriff Ward will be presenting Sgt. Jason Thien with a certificate	
Category:	recognizing his 5 years of service to the citizens of Curry County.....	
<input type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input checked="" type="checkbox"/> Presentation		
Requested Motion:		
N/A.....		
Attachments:	Instructions Once Approved:	
1.	No further action needed.....	
2.		
3.		
4.		
Contact Person – Name and Department:		Date Submitted:
DJ Storns at Sheriff's Office ext. 3322 or Sheriff Ward ext. 3221		07/05/2023



CURRY COUNTY BOARD OF COMMISSIONERS

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

BUSINESS MEETING MINUTES

July 5, 2023

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

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

The meeting was called to order 9:00 a.m.; present were Chair John Herzog, Vice Chair Brad Alcorn, and Commissioner Jay Trost (via telephone)

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

The Pledge was recited by all.

2. AMENDMENT AND APPROVAL OF THE AGENDA

Herzog requested to add agenda item 4-E, Approve Public Transit Grant Agreement with ODOT (#35572)

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

3. PUBLIC COMMENTS

Mary Rowe – Expressed opinion on available housing.

4. CONSENT AGENDA

- A. Approve Minutes for Business Meeting on June 21, 2023
- B. Approve Minutes for Special Meeting on June 28, 2023
- C. Approve Acceptance of Grant for the Aquatic Safety Program
- D. Approve 2023-2024 Master Payroll
- E. *Approve Public Transit Grant Agreement with ODOT (#35572)*

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

5. DISCUSSION/ACTION ITEMS

A. Approve Curry County Towers and Systems Fee Schedule

Commissioners discussed the need for acknowledgement of the agreements with municipalities for other tower usage.

Alcorn motioned to approve the proposed public agency towers and systems fee schedule for Curry County Communication towers subject to acknowledgement that agreement with municipalities will be executed. Trost seconded. Motion carried unanimously.

B. Amend County Public Records Request Policy

Alcorn motioned to rescind Order # 20555 and adopt the proposed amendments to the Curry County Public Records Request Policy. Herzog seconded. Motion carried unanimously.

C. Approve Contract with Richard K. Hayashi, Consultant Services

Alcorn motioned to approve County DCO to enter into a contract with Richard K. Hayashi for consulting services. Herzog seconded. Motion carried unanimously.

D. Instruct Counsel on Preceding with Animal Control Services

Alcorn motioned to instruct Counsel to send out RFP for animal control. Herzog seconded. Motion carried unanimously.

6. ELECTED OFFICIAL UPDATES

None

7. COMMISSIONER UPDATES

A. Commissioner Alcorn:

Provided information on the upcoming fire training center. Gave brief description on efforts with outside entities that aided in recent fentanyl overdoses.

B. Commissioner Herzog:

Commented on Commissioner Alcorn's statement.

C. Commissioner Trost:

None

Chair Herzog called meeting to break at 9:32 a.m.

Regular session resumed at 1:02 p.m.

8. EXECUTIVE SESSION

A. 192.660(2)(b)

Chair Herzog called an Executive Session at 1:03 p.m.
Executive Session ended at 1:16 p.m.
Regular Session proceeded.

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

10. ADJOURN

Chair Herzog adjourned the meeting at 1:16 p.m.

Dated this 19th day of July, 2023

John Herzog, Chair

Brad Alcorn, Vice Chair

Jay Trost, Commissioner

Minutes prepared by Natasha Tippetts, Administrative Assistant



CURRY COUNTY BOARD OF COMMISSIONERS

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

MEETING MINUTES July 7, 2023

1. CALL TO ORDER

The meeting was called to order 2:30 p.m.; present were Chair John Herzog, Vice Chair Brad Alcorn, and Commissioner Jay Trost (via telephone)

Staff present: Director of County Operations and County Counsel Ted Fitzgerald

2. DISCUSSION/ACTION ITEMS

Alcorn motioned to terminate Summer Matteson immediately. Herzog seconded. Motion carried unanimously.

10. ADJOURN

Chair Herzog adjourned the meeting at 2:45 p.m.

Dated this 19th day of July, 2023

John Herzog, Chair

Brad Alcorn, Vice Chair

Jay Trost, Commissioner

Minutes prepared by Natasha Tippetts, Administrative Assistant



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**MINUTES
BOC – DCO MEETING
June 30, 2023
11:00 a.m.**

The meeting was called to order at 11:03 a.m.

Topics discussed were:

SWOT (Strengths, Weaknesses, Opportunities, Threats Analysis)

County Code Enforcement Response

IT Updates

General County Operations

The meeting was adjourned at 12:33 p.m.



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MINUTES

BOC – DCO MEETING

July 6, 2023

1:00 p.m.

The meeting was called to order at 1:03 p.m. Commissioner Trost was not present.

Topics discussed were:

Master Payroll and Assessor's Office: Motion by Commissioner Herzog to amend the Master Payroll document in accordance with the decision of the County Budget Committee. Motion was seconded by Commissioner Alcorn.

Facilities and Maintenance Worker wages.

Coast Guard property for Grizzly Mountain Communications Tower.

Short Term Rentals.

Commissioner Herzog and Commissioner Alcorn provided Commissioner updates.

The meeting was adjourned at 1:42 p.m.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
07/19/2023		Hire of an Employee – I Swank	
Time Needed:			
2 minutes			
Financial Impact:		Description and Background:	
n/a		This order would hire Ida Swank half time in the Finance Department and	
Category:		she would remain half time in the Maintenance Department. We have been	
<input type="checkbox"/> Action/Discussion		advertising for this position for more than a year and feel this would be a	
<input checked="" type="checkbox"/> Consent		good solution for both departments.	
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Approve the hire of Ida Swank as half time Finance Department and half time Maintenance Department			
Attachments:		Instructions Once Approved:	
1. Order		File with the Clerk's Office	
2. Description			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
Julie Swift – Payroll & HR		July 6, 2023	

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

**In the Matter of an Order Hiring an)
Employee) ORDER NO. _____
)**

WHEREAS, it is the recommendation of Frank Jerome, Finance Director, 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>
Ida L. Swank	Accounting Clerk – A/P & P/R	E-1	\$1967/mo	.5 FTE

The job description is attached hereto for reference.

Ida will remain .5 FTE as Administrative Assistant in the Maintenance Department at Range D, Step 1 at \$1857.50/month

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

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

DATED this 19th day of July, 2023

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Brad Alcorn, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Accounting Clerk - Accounts Payable and Payroll

EXEMPT:	No	
SALARY LEVEL:	E	
SUPERVISOR:	Assistant Finance Director	
PREPARED BY:	Finance Director	March 2023

POSITION SUMMARY:

Performs general accounting duties The responsibility of an employee in this classification extends over a complete set of transactions within a specialized accounting system including accounts payable, payroll and other accounting functions of the department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Accounts Payable:

1. Audits claims presented for payment by the county for proper classification, authorization, and support documentation. Prepares checks for payment of properly authorized and documented claims. Prepares properly documented claims for approval by County Accountant for payments not associated to a specific department to vendors and other entities.
2. Controls the issuance of checks in compliance with Accounts Payable processing policy. Records and posts expenditure related transactions to accounting records. Monitors departmental expenditures to assure compliance with appropriations set in the annual budget. Maintains control of vendor records.
3. Coordinates the preparation and issuance of Form 1099 to vendors. Prepares and publishes required notice of schedule of expenditures according to ORS 294.250. Prepares claims for payments not associated to a specific department or for the Finance Department to vendors and other entities. Prepares activity and expenditure reports as required.
4. Serves as primary point of contact in the Finance Department for vendor and departmental inquiries as to the status of payments/claims. Assures compliance and maintains tracking of contracts and other accounts payable related agreements entered into by the County.

5. Assists in the preparation of fiscal year-end reports and supporting schedules. Assists in monitoring cost accounting activity for intra-governmental service funds.
6. Serves as the Fiscal Services Petty Cash Custodian. Maintains office supplies for both the Finance and Human Resource functions of the office.

Payroll:

7. Prepares payroll data for input into computer; processes checks, prepares various employee benefits reports. Answers employees' questions concerning their pay checks.
8. Answers a variety of questions regarding Payroll and Human Resources in the absence of the Payroll/HR Coordinator. Serves as backup to the Payroll/HR Coordinator.

SUPERVISORY REQUIREMENTS:

This position normally does not supervise the work of others.

Incumbents of this class are responsible for reviewing work from other departments or sources and verifying its accuracy. Work is performed under general supervision and is reviewed primarily based on results obtained. Incumbent is generally expected to independently perform and complete work assignments.

QUALIFICATION REQUIREMENTS:

Knowledge of . . .

- Accounting practices used in the day-to-day maintenance of county fund accounts.
- Personal computers and related applications such as word processing and spreadsheets.
- accounting principles and practices including double entry bookkeeping.

Ability to . . .

- Efficiently plan and organize work to meet mandatory deadlines.
- Interpret new regulations and policies relating to accounting and budgeting.
- Assist in the development and implementation of fiscal policies and procedures which are in accordance with regulations and policies affecting Curry County.
- Compose clear and concise fiscal reports and records.
- Maintain effective working relations with elected officials, department heads and other county employees.

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalency; three years of progressively responsible clerical work in the accounting area with exposure to basic accounting principles; or any satisfactory combination of experience and training which demonstrates the knowledge, skills and ability to perform the above-described duties.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to operate, finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work is generally performed in an office environment. The noise level in the work environment is usually moderately quiet.

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



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
07/19/2023		Reclassification of an Employee – B. Allen	
Time Needed:			
2 minutes			
Financial Impact:		Description and Background:	
n/a		This order reclassifies and reallocates Brandy Allen's position based on the agenda item that Wendy Lang had approved on the June 21, 2023 meeting.	
Category:		Job descriptions are still being updated.	
<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 reclassification of Brandy Allen			
Attachments:		Instructions Once Approved:	
1. Order		File with the Clerk's Office	
2.			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
Julie Swift – Payroll & HR		July 6, 2023	

In the Matter of an Order Reclassifying an)
Employee) **ORDER NO. _____**
)

Name	Position	Range/Step	Rate	Status
Brandy Allen	Prevention Specialist Coord,	E-2	\$2026/mo	50%
	Facilities Maintenance Worker	B-4	\$865.75/mo	25%
	Parks Assistant	B-4	\$865.75/mo	25%

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated hire be in effect as of July 8, 2023.

BOARD OF CURRY COUNTY COMMISSIONERS

Brad Alcorn, Vice Chair

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
.....		
Time Needed:		
.....		
Financial Impact:	Description and Background:	
.....		
Category:		
<input type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
Requested Motion:		
.....		
.....		
Attachments:	Instructions Once Approved:	
1.		
2.		
3.		
4.		
5.		
Contact Person – Name and Department:		Date Submitted:
.....	

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

**In the Matter of an Order Approving a)
Credit Card Limit Increase - Miranda) ORDER NO. _____
Plagge, of Economic Development)
)**

WHEREAS, Curry County has implemented a County Policy for Credit Cards; and

WHEREAS, Miranda Plagge, of Economic Development, desires that the current credit card limit to be increased from \$2,000.00 to \$5,000.00;

NOW, THEREFORE, IT IS HEREBY ORDERED that pursuant to the Curry County Credit Card Policy, the request for a Credit Card limit increase to \$5,000.00 for Miranda Plagge of Economic Development, is approved.

DATED this 19th day of July, 2023.

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Approved as to Form:

Brad Alcorn, Vice Chair

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

Jay Trost, Commissioner

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

**In the Matter of an Order Approving)
Matthew Howland, Economic) ORDER NO. _____
Development Assistant, to Receive a Credit)
Card in His Name)**

WHEREAS, Curry County has implemented a County Policy for Credit Cards; and

WHEREAS, Miranda Plagge, of Economic Development, desires that Matthew Howland, Economic Development Assistant, receive a Credit Card in his name with a credit limit of \$2,000.00.

NOW, THEREFORE, IT IS HEREBY ORDERED that pursuant to the Curry County Credit Card Policy, the request for a Credit Card with a credit limit of \$2,000.00 for Matthew Howland, is approved.

DATED this 19th day of July, 2023.

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Approved as to Form:

Brad Alcorn, Vice Chair

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

Jay Trost, Commissioner



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
07/19/2023		Oregon State Fire Marshal and Fire Chiefs 2023 Presentation	
Time Needed:			
~ 1 hour			
Financial Impact:		Description and Background:	
None		Sara Rubrecht, OSFM Regional Mobilization Coordinator, will be coming with various Fire Chiefs from the area to discuss the fire season outlook, state resources, and other fire-related updates.	
Category:			
<input type="checkbox"/> Action/Discussion			
<input type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input checked="" type="checkbox"/> Presentation			
<input type="checkbox"/> Public Hearing			
Requested Motion:			
N/A			
Attachments:		Instructions Once Approved:	
1. 2. 3.		N/A	
Contact Person – Name and Department:		Date Submitted:	
Ted Fitzgerald, DCO		July 13, 2023	



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
07/19/2023		LGPS Proposal	
Time Needed:			
10 minutes			
Financial Impact:		Description and Background:	
Approx. \$7000		For many years we used the LGPI (now LGPS) point factor	
Category:		evaluation process to place positions in the appropriate salary range.	
<input checked="" type="checkbox"/> Action/Discussion		I would like the Board to consider going back to that practice.	
<input type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Instruct staff to progress with an IGS with LGPS			
Attachments:		Instructions Once Approved:	
1. Proposal			
2.			
3.			
4.			
5.			
6.			
Contact Person – Name and Department:		Date Submitted:	
Julie Swift – Payroll & HR		July 13, 2023	

Project Estimate Prepared by
Local Government Personnel Services

Your Resource for Labor Relations and HR Assistance

859 Willamette St, Ste 500

Eugene OR 97401

(541) 682-4283

asklgps@lcoog.org

<https://www.lcoog.org/1105/Local-Government-Personnel-Services>



Date: July 6, 2023

Estimate Prepared for:

Julie Swift | Payroll & HR Coordinator

Curry County, Oregon

94235 Moore Street

Gold Beach, OR 97444

(541) 247-3233

SwiftJ@co.curry.or.us

Project Purpose:

Conduct an internal equity analysis for 55 county positions.

Provide initial internal equity placement recommendations.

Description

Estimated Hours

Preparation & Development

- ❖ Confirm/finalize project parameters (project options, data points, and positions to be included)
- ❖ Customize data tables

3.00

Internal Equity Analysis

- ❖ Review/evaluate updated job descriptions and perform point-factor analyses (assumes 55 jobs)
- ❖ Provide point-factor outcomes to HR for review
- ❖ Work with HR to address anomalies, as needed, and conduct appeals process
- ❖ Make corrections/updates, as appropriate, and finalize position placements

29.00

Draft Recommendations

- ❖ Review and analyze data, discuss follow up items as needed
- ❖ Draft internal equity placement recommendations for the city's consideration

8.00

Report Development & Project Finalization

- ❖ Prepare project report
- ❖ Review report w/ City
- ❖ Make any necessary corrections and finalize report

6.50

ESTIMATED PROJECT HOURS

46.50

HOURLY BILLING RATE (**non-member rate**)

\$179.00

ESTIMATED TOTAL COST OF PROJECT (**non-member rate**)

\$8,323.50

HOURLY BILLING RATE (**member rate**)

\$147.00

ESTIMATED TOTAL COST OF PROJECT (**member rate**)

\$6,835.50

PROJECT ASSUMPTIONS

- ❖ Includes 55 client positions for point-factor/internal equity analysis and associated classification placement recommendations - with regard to internal equity only.

PROJECT TIMELINE

- ❖ First available date to begin project work: August 1, 2023 - or one (1) week after notice to proceed, whichever is later.
- ❖ Completion of initial internal equity analyses: 12 weeks following receipt of all required client data

PROJECT DISCLOSURES

- ❖ This project estimate, including timeline, is offered for 14 days from the date of the estimate. After 14 days, please contact us for an update estimate, including timeline.
- ❖ This is a good faith estimate. Actual project hours, whether more or less than estimated, will be billed monthly.
- ❖ Project modifications requested will be confirmed in writing.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
07/19/2023		Reverting TLT Ordinances and Code to Original Provisions	
Time Needed:		Concerning the Distribution of Funds	
5 minutes			
Financial Impact:		Description and Background:	
		In 2020, the allocation of TLT funds was modified from the original	
Category:		2019 allocations. 15% was split from the tourism funds, and 40%	
<input checked="" type="checkbox"/>	Action/Discussion	remained allocated to the County Fair Fund in lieu of the original	
<input type="checkbox"/>	Consent	50%. There was another change in 2019, however, as that change did	
<input type="checkbox"/>	Executive Session	not affect allocation and rather clarified TLT collection procedures in	
<input type="checkbox"/>	Hire Order	accordance with the State Model Code, it is not recommended to be	
<input type="checkbox"/>	Presentation	rescinded.	
Requested Motion:			
Rescind Ordinance 20-02 and revert County Code Article Eight, Divisions One and Two accordingly.			
Attachments:		Instructions Once Approved:	
1. Oregon Law Requirements 2. Definitions for ORS 320 3. Ordinance No. 19-01 4. Ordinance No. 19-02 5. Ordinance No. 19-13 6. Ordinance No. 20-02		Counsel to prepare revised Article Eight, Divisions One and Two and update County Code.	
Contact Person – Name and Department:			Date Submitted:
Ted Fitzgerald – DCO			July 13, 2023

OREGON LAW REQUIREMENTS

ALLOCATION OF FUNDS

Pursuant to ORS 320.250, at least **70% of net revenue must be used in a manner related to tourism**; specifically for the purpose of funding tourism promotion, tourism-related facilities, or to finance/refinance the debt of tourism-related facilities (including reasonable administrative costs). **No more than 30% of net revenue may be used to fund City or County services.**

TOURISM USE

ORS 320.300 (attached) provides various definitions, including the following:

“Tourism” means economic activity resulting from tourists.

“Tourism promotion” means any of the following activities:

- (a) Advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists;
- (b) Conducting strategic planning and research necessary to stimulate future tourism development;
- (c) Operating tourism promotion agencies; and
- (d) Marketing special events and festivals designed to attract tourists.

“Tourism-related facility” means:

- (a) A conference center, convention center or visitor information center; and
- (b) Other improved real property that has a useful life of 10 or more years and has a substantial purpose of supporting tourism or accommodating tourist activities.

COUNTY REGULATIONS

ORDINANCES 19-01 AND 19-02

In early 2019, Ordinance Nos. 19-01 (Imposing) and 19-02 (Implementing) were approved, and are codified as Article Eight, Divisions One and Two of Curry County Code, respectively. The effective date, dependent on approval by the voters, was September 1, 2019.

Ordinance 19-02 sets forth the way in which TLT funds are allocated.

Section 8.02.170(1), concerning funds dedicated for tourism (70% of net revenue) provides as follows:

- (A) First, subject to BOC approval, half shall be allocated to the County Fair Fund, Event Center Account;
- (B) The remainder shall be administered by a Tourism Promotions Committee, appointed by the Board.

Section 8.02.170(2) provides for allocation of the remaining 30% of funds “for General County Services” as follows:

- (A) Not to exceed 5% of non-tourism revenues may be spent on administration;
- (B) Balance of non-tourism revenues to fund Curry County Sheriff Patrol Deputies

ORDINANCE 19-13

This Ordinance, approved in late 2019, changes certain provisions of the Code enacted by Ordinance 19-02 to clarify collection procedures and was stated to otherwise amend the Code to more closely resemble the State Model Ordinance. No changes to the manner of allocation of funds were made.

ORDINANCE 20-02

Ordinance 20-02 amends the allocation of TLT funds from the original allocation set forth by Ordinance No. 19-02

Section 8.02.170(1), concerning funds dedicated for tourism (70% of net revenue) is amended as follows:

- (A) First, 15% shall be used to cover staff expenses involved in tourism and marketing; subject to Budget Committee approval, 40% shall be allocated to the County Fair Fund, Event Center Account for capital improvement projects;
- (B) The remainder shall be administered by a Tourism Promotions Committee, appointed by the Board.

Section 8.02.170(2) amends allocation of the remaining 30% of funds “for General County Services” as follows:

- (A) Not to exceed 5% of non-tourism TLT revenues may be spent on administration;
- (B) Balance of non-tourism TLT revenues (25%)* to fund Curry County Sheriff Patrol Deputies

** Please note that it is generally understood that the 25% (in lieu of 95%) was a scrivener's error and did not formally change the allocation of funds to the Sheriff's Office.*

ORS 320.300

Definitions for ORS 320

As used in [ORS 320.300 \(Definitions for ORS 320\)](#) to [320.365 \(Department of Revenue to collect local transient lodging taxes on local not regional level\)](#):

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

- (d) Has a room-block relationship with the local lodging industry; and
 - (e) Is owned by a unit of local government, a governmental agency or a nonprofit organization.
- (4) "Local transient lodging tax" means a tax imposed by a unit of local government on the sale, service or furnishing of transient lodging.
- (5) "State transient lodging tax" means the tax imposed under [ORS 320.305 \(Rate and computation of tax\)](#).
- (6) "Tourism" means economic activity resulting from tourists.
- (7) "Tourism promotion" means any of the following activities:
 - (a) Advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists;
 - (b) Conducting strategic planning and research necessary to stimulate future tourism development;
 - (c) Operating tourism promotion agencies; and
 - (d) Marketing special events and festivals designed to attract tourists.
- (8) "Tourism promotion agency" includes:
 - (a) An incorporated nonprofit organization or governmental unit that is responsible for the tourism promotion of a destination on a year-round basis.
 - (b) A nonprofit entity that manages tourism-related economic development plans, programs and projects.
 - (c) A regional or statewide association that represents entities that rely on tourism-related business for more than 50 percent of their total income.

(9) "Tourism-related facility" means:

- (a)** A conference center, convention center or visitor information center; and
- (b)** Other improved real property that has a useful life of 10 or more years and has a substantial purpose of supporting tourism or accommodating tourist activities.

(10) "Tourist" means a person who, for business, pleasure, recreation or participation in events related to the arts, heritage or culture, travels from the community in which that person is a resident to a different community that is separate, distinct from and unrelated to the person's community of residence, and that trip:

- (a)** Requires the person to travel more than 50 miles from the community of residence; or
- (b)** Includes an overnight stay.

(11) "Transient lodging" means:

- (a)** Hotel, motel and inn dwelling units that are used for temporary overnight human occupancy;
- (b)** Spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; or
- (c)** Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units, that are used for temporary human occupancy.

(12) "Transient lodging intermediary" means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and:

- (a)** Charges for occupancy of the transient lodging;

- (b) Collects the consideration charged for occupancy of the transient lodging; or
 - (c) Receives a fee or commission and requires the transient lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the transient lodging.
 - (13) "Transient lodging provider" means a person that furnishes transient lodging.
 - (14) "Transient lodging tax collector" means a transient lodging provider or a transient lodging intermediary.
 - (15) "Unit of local government" has the meaning given that term in ORS 190.003 (Definition for ORS 190).
 - (16) "Visitor information center" means a building, or a portion of a building, the main purpose of which is to distribute or disseminate information to tourists. [Formerly 305.824; 2005 c.187 §1; 2013 c.610 §3; 2018 c.34 §1]
-

ORS 320.350

Tax moratorium

- **exceptions**
- **uses of revenues**

- (1)** A unit of local government that did not impose a local transient lodging tax on July 1, 2003, may not impose a local transient lodging tax on or after July 2, 2003, unless the imposition of the local transient lodging tax was approved on or before July 1, 2003.
- (2)** A unit of local government that imposed a local transient lodging tax on July 1, 2003, may not increase the rate of the local transient lodging tax on or after July 2, 2003, to a rate that is greater than the rate in effect on July 1, 2003, unless the increase was approved on or before July 1, 2003.
- (3)** A unit of local government that imposed a local transient lodging tax on July 1, 2003, may not decrease the percentage of total local transient lodging tax revenues that are actually expended to fund tourism promotion or tourism-related facilities on or after July 2, 2003. A unit of local government that agreed, on or before July 1, 2003, to increase the percentage of total local transient lodging tax revenues that are to be expended to fund tourism promotion or tourism-related facilities, must increase the percentage as agreed.
- (4)** Notwithstanding subsections (1) and (2) of this section, a unit of local government that is financing debt with local transient lodging tax revenues on November 26, 2003, must continue to finance the debt until the retirement of the debt, including any refinancing of that debt. If the tax is not otherwise permitted under subsection (1) or (2) of this section, at the time of the debt retirement:

- (a)** The local transient lodging tax revenue that financed the debt shall be used as provided in subsection (5) of this section; or
 - (b)** The unit of local government shall thereafter eliminate the new tax or increase in tax otherwise described in subsection (1) or (2) of this section.
- (5)** Subsections (1) and (2) of this section do not apply to a new or increased local transient lodging tax if all of the net revenue from the new or increased tax, following reductions attributed to collection reimbursement charges, is used consistently with subsection (6) of this section to:
 - (a)** Fund tourism promotion or tourism-related facilities;
 - (b)** Fund city or county services; or
 - (c)** Finance or refinance the debt of tourism-related facilities and pay reasonable administrative costs incurred in financing or refinancing that debt, provided that:
 - (A)** The net revenue may be used for administrative costs only if the unit of local government provides a collection reimbursement charge; and
 - (B)** Upon retirement of the debt, the unit of local government reduces the tax by the amount by which the tax was increased to finance or refinance the debt.
- (6)** At least 70 percent of net revenue from a new or increased local transient lodging tax shall be used for the purposes described in subsection (5)(a) or (c) of this section. No more than 30 percent of net revenue from a new or increased local transient lodging tax may be used for the purpose described in subsection (5)(b) of this section. [2003 c.818 §11; 2013 c.610 §10; 2018 c.34 §3]

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

In the Matter of an Ordinance Imposing)	
A Transient Lodging Tax (TLT) within)	
Curry County; Creating a Promotion and)	ORDINANCE NO. 19-01
Tourism Fund; Providing for Collection and)	
Enforcement; and Establishing Penalties,)	
And, Referring It to the People)	

The Board of Curry County Commissioners hereby ordains as follows:

SECTION I TITLE

This Ordinance shall be known as the Curry County TLT Authorizing Ordinance, Ordinance No. 19-01.

SECTION II AUTHORITY

This ordinance is enacted pursuant to ORS 203.035 through ORS 203.055, and ORS 320.300 to 320.302 and ORS 320.345 to 320.350.

SECTION III PURPOSE

The purpose of this ordinance is to provide revenue for tourism promotion and tourism-related facilities and other purposes.

SECTION IV ADOPTION AND REFERRAL

This Ordinance, including Exhibit "A", the text of this ordinance, which is attached hereto and incorporated by reference, is hereby adopted, subject to and effective on approval by a majority of Curry County voters at an election on May 21, 2019.

SECTION V SEVERANCE CLAUSE

If any section, subsection, provision, clause or paragraph of the Ordinance shall be adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this Ordinance. It is expressly declared that every other section, subsection, provision, clause or paragraph of the Ordinance enacted, irrespective of the enactment or validity of the portion thereof declared to be unconstitutional or invalid, is valid.

SECTION VI **EFFECTIVE DATE**

This ordinance, if approved by the voters at the May 21, 2019, election, shall become effective at 12:01 A.M. on the 1st day of September, 2019.

First Reading: (Date) December 19, 2018

BOARD OF CURRY COUNTY COMMISSIONERS


Sue Gold, Chair


Abstained
Thomas Huxley, Vice Chair



Court Boice, Commissioner 1-2-19

Second Reading: (Date) January 23, 2019

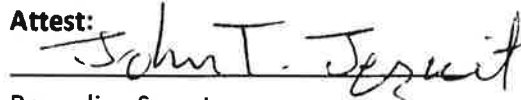
BOARD OF CURRY COUNTY COMMISSIONERS


Chair


Vice Chair 1-23-19


Commissioner

DATED this 23rd day of January, 2019.

Attest:

Recording Secretary

Approved as to Form:


John Hutt
Curry County Legal Counsel

Exhibit "A"

ARTICLE EIGHT

DIVISION ONE- IMPOSING TRANSIENT LODGING TAX

Section 8.01.010 Title and Purpose

This ordinance shall be known as the Curry County Transient Lodging Tax (TLT) Authorizing Ordinance; as Ordinance No. 19-01. The tax imposed by this ordinance is intended to implement the tax allowed under Oregon Revised Statutes Chapter 320.

Section 8.01.020 Definitions

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

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

- (D) Has a room-block relationship with the local lodging industry; and
 - (E) Is owned by a unit of local government, a governmental agency or a nonprofit organization.
- (5) "County transient lodging tax" means the tax imposed under this Ordinance.
- (6) "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group, or combination acting as a unit, or other organization or entity.
- (7) "Tax Administrator" means the Board of County Commissioners of Curry County, or the person it so designates.
- (8) "Tourism" means economic activity resulting from tourists. (9)
 "Tourism promotion" means any of the following activities:
 - (A) Advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists;
 - (B) Conducting strategic planning and research necessary to stimulate future tourism development;
 - (C) Operating tourism promotion agencies; and
 - (D) Marketing special events and festivals designed to attract tourists.
- (10) "Tourism promotion agency" includes:
 - (A) An incorporated nonprofit organization or governmental unit that is responsible for the tourism promotion of a destination on a year round basis.
 - (B) A nonprofit entity that manages tourism-related economic development plans, programs and projects.
 - (C) A regional or statewide association that represents entities that rely on tourism-related business for more than 50 percent of their total income.
- (11) "Tourism-related facility" means:
 - (A) A conference center, convention center or visitor information center; and
 - (B) Other improved real property that has a useful life of 10 or more years and has a substantial purpose of supporting tourism or accommodating tourist activities
- (12) "Tourist" means a person who, for business, pleasure, recreation or participation in events related to the arts, heritage or culture, travels from the community in which that person is a resident to a different community that is separate, distinct from and unrelated to the person's community of residence, and that trip:
 - (A) Requires the person to travel more than 50 miles from the community of

- residence; or
- (B) Includes an overnight stay.
- (13) "Transient lodging" means:
- (A) Hotel, motel and inn dwelling units that are used for temporary overnight human occupancy;
 - (B) Spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; or
 - (C) Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units that are used for temporary human occupancy.
- (14) "Transient lodging intermediary" means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and charges for occupancy of the transient lodging.
- (15) "Transient lodging provider" means a person that furnishes transient lodging.
- (16) "Transient lodging tax collector" means a transient lodging provider or a transient lodging intermediary.
- (17) "Visitor information center" means a building, or a portion of a building, the main purpose of which is to distribute or disseminate information to tourists.

Section 8.01.030 Imposition of Tax: Rate of Tax: Credit; Transient Lodging Tax Collector Reimbursement; Applicability

- (1) A tax of seven percent (7%) is imposed on any rent or consideration rendered for the sale, service or furnishing of transient lodging.
- (A) The tax must be computed on the total retail price, including all charges other than taxes, paid by a person for occupancy of the transient lodging.
 - (B) The total retail price paid by a person for occupancy of transient lodging that is part of a travel package may be determined by reasonable and verifiable standards from books and records kept in the ordinary course of the transient lodging tax collector's business.
 - (C) The tax shall be collected by the transient lodging tax collector that receives the rent or consideration rendered for occupancy of the transient lodging.
- (2) The transient lodging tax collector may withhold a collection reimbursement charge of five percent (5%) of the amount collected under subsection (1) of this section.
- (3) The tax imposed by this Ordinance shall apply to all transient lodging in The unincorporated area of Curry County; it shall not apply to transient lodging within incorporated cities.

Section 8.01.040 Exemptions

The following are exempt from the county transient lodging tax:

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

Section 8.01.120. Use of Revenue

Per ORS 320.350(5):

(1) At least 70 percent of net revenue from a new or increased local transient lodging tax shall be used for

(a) Fund tourism promotion or tourism-related facilities; and

(b) Finance or refinance the debt of tourism-related facilities and pay reasonable administrative costs incurred in financing or refinancing that debt, provided that:

- (A) The net revenue may be used for administrative costs only if the unit of local government provides a collection reimbursement charge; and
- (B) Upon retirement of the debt, the unit of local government reduces the tax by the amount by which the tax was increased to finance or refinance the debt.

(2) No more than 30 percent of net revenue from a new or increased local transient lodging tax may be used to fund other county services.

Section 8.01.030 Implementing Ordinance Authorization

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

Section 8.01.040 Effective Date

This ordinance shall become effective at 12:01 a.m. on the 1st day of September 2019, if it is approved by voters at the May, 21st. 2019 Election.

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

In the Matter of an Ordinance Implementing)
The Transient Lodging Tax (TLT) within Curry)
County; Providing Administrative Procedures)
For Collection, Refunds and Enforcement;) **ORDINANCE NO. 19-02**
Establishing Penalties; Creating a Transient)
Lodging Tax Review Committee and a County)
Tourism Promotions Committee; And)
Providing for an Allocation of the Funds)
Dedicated to Tourism Promotion and Tourism-)
Related Facilities)

The Board of Curry County Commissioners hereby ordains as follows:

SECTION I **TITLE**

This Ordinance shall be known as the Curry County TLT Implementing Ordinance, Ordinance No. 19-02.

SECTION II **AUTHORITY**

This ordinance is enacted pursuant to ORS 203.035 through ORS 203.055, and ORS 320.300 to 320.302 and ORS 320.345 to 320.350.

SECTION III **PURPOSE**

The purpose of this ordinance is to implement Ordinance No. 19-01, and to provide for certain administrative procedures to carry out its purposes.

SECTION IV **ADOPTION AND REFERRAL**

This Ordinance, including Exhibit "A", the text of this ordinance, which is attached hereto and incorporated by reference, is hereby adopted, subject to and effective on approval by a majority of Curry County voters of Ordinance No. 19-01 at an election on May 21, 2019.

SECTION V **SEVERANCE CLAUSE**

If any section, subsection, provision, clause or paragraph of the Ordinance shall be adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this Ordinance. It is expressly declared that every other section, subsection, provision, clause or paragraph of the Ordinance enacted, irrespective of the enactment or validity of the portion thereof declared to be unconstitutional or invalid, is valid.

SECTION VI EFFECTIVE DATE

This ordinance, if approved by the voters at the May 21, 2019 election, shall become effective at 12:01 A.M. on the 1st day of September, 2019.

First Reading: (Date) December 19, 2018

BOARD OF CURRY COUNTY COMMISSIONERS

Sue Gold
Sue Gold, Chair

Abstained
Thomas Huxley, Vice Chair

Court Boice
Court Boice, Commissioner 1-2-19

Second Reading: (Date) January 23, 2019

BOARD OF CURRY COUNTY COMMISSIONERS

[Signature]
Chair

[Signature]
Vice Chair 1-23-19

Sue Gold
Commissioner

DATED this 23rd day of January, 2019.

Attest: John T. Jezait
Recording Secretary

Approved as to Form:

[Signature]
John Hutt
Curry County Legal Counsel

Exhibit "A"
ARTICLE EIGHT

DIVISION TWO- IMPLEMENTATION OF TRANSIENT LODGING TAX

Section 8.02.010 Title

This ordinance shall be known as the Curry County TLT Implementing Ordinance, and as Ordinance No. 19-02.

Section 8.02.020 Definitions

Except where the context otherwise requires, the definitions established in Curry County Ordinance No. 19-01 and Ordinance No. 19-02 and given in this section govern the construction of this ordinance.

- (1) "Board" means the Board of County Commissioners.
- (2) "County" means Curry County, Oregon.
- (3) "Occupancy" means the use or possession, or the right to the use or possession for lodging or sleeping purposes of any transient lodging.
- (4) "Tax" means either the tax payable by the transient, or the aggregate amount of taxes due from a transient lodging tax collector during the period for which he is required to report his collections.
- (5) "Tax Administrator" means the Curry County Board of Commissioners, or its designee.
- (6) "Transient" means any individual who exercises occupancy or is entitled to occupancy in a transient lodging for a period of less than thirty consecutive days, counting portions of calendar days as full days. The day the transient checks out of the transient lodging shall not be included in determining the thirty day period if the transient is not charged rent for that day by the transient lodging tax collector. Any such person so occupying space in a transient lodging shall be deemed to be a transient until the period of twenty-nine days has expired unless there is an agreement in writing between the transient lodging tax collector and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than twenty-nine consecutive days. In determining whether a person is a transient, uninterrupted periods of occupancy extending both prior and subsequent to the effective date of this Ordinance may be considered. A person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient.

- (7) "Transient Lodging Tax Review Committee" means a committee composed of an accountant, an attorney, a transient lodging tax collector, and two other persons appointed by the Board and may be owners or operators of transient lodging.

Section 8.02.030 Tax Collection

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

Section 8.02.040 Collection of Tax by Transient Lodging Tax Collector, Rules for Collection

- (1) Every transient lodging tax collector renting transient lodging in the unincorporated areas of this county, the occupancy of which is not exempted under the terms of this ordinance or Ordinance No. 19-01, shall collect a tax from the occupant. The tax collected or accrued by the transient lodging tax collector constitutes a debt owing by the transient lodging tax collector to the County.
- (2) In all cases of credit or deferred payment of rent, the payment of tax to the transient lodging tax collector may be deferred until the rent is paid and the transient lodging tax collector shall not be liable for the tax until credits are paid and deferred payments are made. Adjustments may be made for uncollectables.
- (3) The Tax Administrator shall enforce the provisions of this Ordinance.
- (4) For rent collected on portions of a dollar, fractions of a penny shall not be remitted.

Section 8.02.050 Transient Lodging Tax Collector's Duties

Each transient lodging tax collector shall collect the tax imposed by this Ordinance at the same time as the rent is collected from every transient. The amount of tax shall be separately stated upon the transient lodging tax collector's records, and any receipt

rendered by the transient lodging tax collector. No transient lodging tax collector of a transient lodging shall advertise that the tax or any part of the tax will be assumed or absorbed by the transient lodging tax collector, or that it will not be added to the rent, or that, when added, any part will be refunded, except in the manner provided by this Ordinance.

Section 8.02.060 Payment of Tax

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

Section 8.02.070 Amounts Held in Trust

Every transient lodging tax collector required to collect the tax imposed by Ordinance 19-01 shall be deemed to hold the amount collected in trust for Curry County and for payment to the Tax Administrator in the manner and at the time provided herein.

Section 8.02.080 Registration of Transient Lodging Provider: Form and Contents: Execution: Certificate of Authority

- (1) Every person engaging or about to engage in business as a provider of transient lodging in the county shall register with the Tax Administrator within 15 days after commencing business. The privilege of registration after the date of imposition of such tax shall not relieve any person from the obligation of payment or collection of tax regardless of registration. Registration shall be on a form provided by the Tax Administrator and shall set forth the name under which the provider transacts or intends to transact business, the location of his/her place or places of business and such other information to facilitate collection of the tax as the Tax Administrator may require. The registration shall be signed by the provider. The Tax Administrator shall, within 10 days after registration, issue without charge a certificate of authority to each registrant to collect the tax from the occupant, together with a duplicate thereof for each additional place of business of each registrant. Certificates shall be non-assignable and nontransferable and shall be surrendered immediately to the Tax Administrator upon the cessation of business at the location named or upon its sale or transfer. Each certificate and duplicate shall state the place of business to which it is applicable and shall be prominently displayed therein so as to be seen and come to the notice readily of all occupants and persons seeking occupancy. The certificate shall include the following:
 - (A) The name of the provider;
 - (B) The address of the transient lodging; and
 - (C) The date upon which the certificate was issued;
- (2) "This Transient Occupancy Registration Certificate" signifies that the person named on the face hereof has fulfilled the requirements of the Transient Lodging Tax Regulations, by registration with the Tax Administrator for the purpose of collection

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

Section 8.02.090 Due Date and Form of Returns

- (1) Every transient lodging tax collector is responsible for collecting the tax imposed under Ordinance 19-01, and shall file a return with the Tax Administrator, on or before the last day of the month following the end of each calendar quarter, reporting the amount of tax due during the quarter. The Board or its designee shall prescribe the form of the return required by this section, and the Board shall adopt rules by ordinance regarding the preparation and filing of the return and the payment of the tax, including rules requiring that returns be made under penalties for false swearing.
- (2) A transient lodging tax collector that rents privately owned camping or recreational vehicle spaces shall not be required to file a return or pay the tax collected until the amount of money held equals or exceeds \$100.
- (3) Once the amount held by a transient lodging tax collector described in subsection (2) equals or exceeds \$100, or by December 31 of each year if the \$100 threshold is not met, the transient lodging tax collector shall remit the tax collected at the next following reporting period as determined in subsection (1) above.
- (4) The tax imposed by this Ordinance shall be paid by the transient to the transient lodging tax collector at the time rent is paid. All amounts of such taxes collected by any transient lodging tax collector are due and payable to the Tax Administrator on a quarterly basis on the last day of the following month for the preceding three months; and, are delinquent on the first day following the month in which they are due. The Tax Administrator has authority to classify or district the transient lodging tax collector for determination of applicable tax periods, and shall notify each transient lodging tax collector of the due and delinquent dates for the transient lodging tax collector's returns. The initial return under this Ordinance may be for less than the three months preceding the due date; thereafter returns shall be made for the applicable quarterly period.
- (5) On or before the last day of the month following each quarter of collection, a return for the preceding quarter's tax collections shall be filed with the Tax Administrator. The return shall be filed in such form as the Tax Administrator may prescribe by every transient lodging tax collector liable for payment of tax. A return must be filed with the Tax Administrator even if no taxes have been collected.

- (6) Returns shall show the amount of tax collected or otherwise due for the related period. The Tax Administrator may require returns to show the total rentals upon which tax was collected or otherwise due, the number of rooms or spaces available during that period, gross receipts of the transient lodging tax collector for such period, and an explanation in detail of any discrepancy between such amounts and the amount of rents exempt, if any.
- (7) The person required to file the return shall deliver the return, together with the remittance of the amount of the tax due, to the Tax Administrator's office, either by personal delivery or by mail. If the return is mailed, the postmark shall be considered the date of delivery for determining delinquencies.
- (8) For good cause, the Tax Administrator may extend for not to exceed one month the time for making any return or payment of tax. No further extension shall be granted except by the Transient Lodging Tax Review Committee. Any transient lodging tax collector to whom an extension is granted shall pay interest at the rate of one percent (1%) per month on the amount of tax due. If a return is not filed, and the tax and interest due is not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties described elsewhere in this Ordinance.

Section 8.02.100 Records and Statements

Every transient lodging tax collector shall keep records, render statements and comply with rules adopted by the Board with respect to the tax imposed by Ordinance 19-01. The records and statements required by this section must be sufficient to show whether there is a tax liability imposed therein.

Section 8.02.110 Penalties and Interest

- (1) **Penalty-Original Delinquency.** Any transient lodging tax collector who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by this Ordinance prior to delinquency shall pay the greater of ten percent (10%) of the amount of the tax due or \$100 in addition to the amount of the tax.
- (2) **Penalty-Continued Delinquency.** Any transient lodging tax collector who has not been granted an extension of time for remittance of tax due, and who failed to pay a delinquent remittance on or before a period of thirty days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of fifteen percent (15%) of the amount of the tax due plus the tax and the ten percent (10%) penalty first imposed.
- (3) **Penalty-Fraud.** If the Tax Administrator determines that the nonpayment of any remittance due under this Ordinance is due to fraud or intent to evade the provisions thereof, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in subsections (1) and (2) of this Section.

- (4) Interest. In addition to the penalties imposed, any transient lodging tax collector who fails to remit any tax imposed by this Ordinance shall pay interest at the rate of one percent (1%) per month or fraction thereof without prorations for portions of a month, on the amount of the tax due, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- (5) Penalties and Interest Merged With Tax. Every penalty imposed and such interest as accrues under the provisions of this Section shall be merged with and become a part of the tax herein required to be paid.
- (6) Petition for Waiver. Any transient lodging tax collector who fails to remit the tax herein levied within the time herein stated shall pay the penalties herein stated; provided however, the transient lodging tax collector may petition the Transient Lodging Tax Review Committee for waiver and refund of the penalty or any portion thereof and the Transient Lodging Tax Review Committee may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

Section 8.02.120 Deficiency Determinations; Evasion; Transient Lodging Tax Collector Delay

- (1) Deficiency Determinations. If the Tax Administrator determines that the returns are incorrect, the amount required may be computed and determined upon the basis of the facts contained in the return or returns or upon the basis of any information in the possession of the Tax Administrator, or that may come into his possession. One or more deficiency determinations may be made of the amount due for one, or more than one, period, and the amount so determined shall be due and payable immediately upon service of notice as herein provided after which the amount determined is delinquent. Penalties on deficiencies shall be applied as set forth in Section 8.02.080.
 - (A) In making a determination, the Tax Administrator may offset overpayments, if any, which may have been previously made for a period or periods, against any underpayment for a subsequent period or periods, or against penalties and interest on the underpayments. The interest on underpayments shall be computed in the manner set forth in Section 8.02.080.
 - (B) The Tax Administrator shall give to the transient lodging tax collector or occupant a written notice of the determination. The notice may be served personally or by mail. If by mail, the notice shall be addressed to the transient lodging tax collector at the address as it appears on the records of the Tax Administrator. In case of service by mail of any notice required by this Ordinance, it shall be served by mailing such notice by certified mail, postage prepaid, return receipt requested.
 - (C) Except in the case of fraud or intent to evade this Ordinance or authorized rules or regulations, every deficiency determination shall be made and notice thereof mailed within three years after the last day of

the month following the close of the quarterly period for which the amount is proposed to be determined, or within three years after the return is filed, whichever period expires the later.

- (D) Any determination shall become due and payable immediately upon receipt of notice and shall become final within twenty days after the Tax Administrator has given notice thereof; provided, however, the transient lodging tax collector may petition for a redemption and refund if petition is filed before the determination becomes final as herein provided.
- (2) **Fraud; Refusal to Collect; Evasion.** If any transient lodging tax collector shall fail or refuse to collect the tax or to make, within the time provided in this Ordinance, any report or remittance of the tax or any portion thereof required by this Ordinance, or makes a fraudulent return or otherwise willfully attempts to evade this Ordinance, the Tax Administrator shall proceed in such manner deemed best to obtain the facts and information on which to base an estimate of the tax due. As soon as the Tax Administrator has determined the tax due that is imposed by this Ordinance from any transient lodging tax collector that has failed or refused to collect the same and to report and remit the tax, the Tax Administrator shall proceed to determine and assess against such transient lodging tax collector the tax, interest and penalties provided by this Ordinance. When determination is made, notice shall be given as provided in subsection (1) (B) of this section of the amount so assessed. Such determination and notice shall be made and mailed within three years of the discovery of any fraud, intent to evade, or failure or refusal to collect the tax or failure to file a return. Any determination shall become due and payable upon receipt of notice and shall become final within twenty days after the Tax Administrator has given notice thereof; provided, however, the transient lodging tax collector may petition for a redemption or refund if the petition is filed before the determination becomes final as herein provided.
- (3) **Delay.** If the Tax Administrator believes that the collection of any tax or any amount of any tax required to be collected and paid to the County will be jeopardized by delay, or if any determination will be jeopardized by delay, the Tax Administrator shall thereupon make a determination of the tax or amount of tax required to be collected, noting the fact upon the determination. The amount so determined as herein provided shall be immediately due and payable and the transient lodging tax collector may petition, after payment has been made, for a redemption and refund of such determination, if a petition is filed within twenty days from the date of service of notice by the Tax Administrator.

Section 8.02.130 Redeterminations

- (1) Any person against whom a determination is made under Section 8.02.090, or any person directly interested may petition for a redetermination and redemption and refund within the time required in Section 8.02.090. If a petition for redetermination and refund is not filed within the time required in Section 8.02.090, the determination becomes final at the expiration of the allowable time.

- (2) If a petition for redetermination and refund is filed within the allowable period, the Tax Administrator shall reconsider the determination, and, if the person has so requested in his/her petition, shall grant the person a public hearing and shall give him/her twenty days' notice of the time and place of hearing. The Tax Administrator may continue the hearing from time to time as may be necessary.
- (3) The Tax Administrator may decrease or increase the amount of the determination as a result of the hearing and if an increase is determined each increase shall be payable immediately after the hearing.
- (4) The order or decision of the Tax Administrator upon a petition for redetermination of a redemption and refund becomes final twenty days after service upon the petitioner of notice thereof, unless appeal of such order or decision is filed with the Transient Lodging Tax Review Committee within twenty days after the service of such notice.
- (5) No petition for redetermination of redemption and refund or appeal therefrom shall be effective for any purpose unless the transient lodging tax collector has first complied with the payment provisions of this Ordinance.

Section 8.02.140. Security for Collection of Tax

- (1) To ensure compliance with this Ordinance, the Tax Administrator may require transient lodging tax collector to deposit with the County security in a form and amount determined by the Tax Administrator. The amount of security shall not be greater than twice the transient lodging tax collector's estimated quarterly liability for the period for which he/she files returns, or five thousand dollars (\$5,000.00) whichever amount is lesser. The amount of security may be increased or decreased by the Tax Administrator subject to limitations herein provided.
- (2) At any time within three years after any tax, or any amount of tax required to be collected, becomes due and payable, or at any time within three years after a determination becomes final, the Tax Administrator may bring an action in the courts of this state, any other state, or of the United States in the name of the County to collect the amount delinquent plus penalties and interest, reasonable attorneys' fees determined by the court, and court costs.

Section 8.02.120 Lien

- (1) The tax imposed by this Ordinance together with the interest and penalties, reasonable attorneys' fees, filing fees, and advertising costs shall be and, until paid, remain a lien from the date of its recording with the county clerk, and superior to all subsequent recorded liens on all tangible personal property used in the transient lodging of a transient lodging tax collector within the county, and may be foreclosed on and sold as may be necessary to discharge said lien. Upon the recording of the lien with the county clerk, notice of the lien

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

- (2) The lien or liens created by this section attach to all tangible personal property referenced herein. The lien or liens created shall also attach to the proceeds of the sale of tangible personal property subject to the lien or liens if:
 - (A) Subsequent to the recording of the lien or liens, tangible personal property, or any part thereof, is sold or delivered to an agent, broker, cooperative agency, or other person to be sold or otherwise disposed of; and
 - (B) The purchaser, agent, broker, cooperative agency, or other person has actual or constructive notice of the filing of the lien or liens, and the proceeds that were received or will be received from the sale or other disposal of the tangible personal property have not been delivered to the owner of the tangible personal property.
- (3) When a lien created by this section attaches to the proceeds of a sale of tangible personal property under subsection (2)(A) and (B) of this section, a purchaser, agent, broker, cooperative agency, or other person shall not deliver the proceeds or that portion of the proceeds equal to the amount of the lien claim to the owner until:
 - (A) A time specified by Section 8.02.110(2) of this Ordinance during which a suit to foreclose the lien must be commenced elapses;
 - (B) A court orders delivery of the proceeds; or
 - (C) The Tax Administrator issues a receipt stating that the full amount of taxes, interest, penalties, and costs thereon have been paid and that the lien is released and the record of lien is satisfied.
- (4) Any person to whom a notice of lien has been given as provided by this section, who dismantles, removes from the county, misdelivers, or conceals tangible personal property or the proceeds of the sale of tangible personal property upon which there is a valid lien without the written consent of the lien claimant shall be liable to the lien claimant for damages proximately resulting therefrom which sum may be recovered according to the provisions of Section 8.02.110 (2) of this Ordinance.

Section 8.02.150 Refunds

- (1) Refunds by County to the Transient Lodging Tax Collector. Whenever the amount of any tax, penalty or interest has been paid more than once or has been erroneously or illegally collected or received by the Tax Administrator under this Ordinance, it may be refunded, provided a verified claim in writing, stating the specific reason upon which the claim is founded, is filed with the Tax Administrator within three years from the date of payment. The claim shall be made on forms provided by the Tax Administrator. If the claim is approved by the Tax Administrator, the excess amount collected or paid may be refunded or may be credited on any amount then due and payable from the transient lodging tax collector from whom it was collected or by whom paid and the balance may be refunded to such transient lodging tax collector, his/her administrators, executors, or assigns.
- (2) Refunds by County to Transient. Whenever the tax required by this Ordinance has been collected by a transient lodging tax collector, and deposited by the transient lodging tax collector with the Tax Administrator, and it is later determined that the tax was erroneously paid or illegally collected or received by the Tax Administrator, it may be refunded by the Tax Administrator to the transient, provided a verified claim in writing, stating the specific reason on which the claim is founded, is filed with the Tax Administrator within three years from the date of payment.
- (3) Refunds by Transient Lodging Tax Collector to Tenant. Whenever the tax required by this Ordinance has been collected by the transient lodging tax collector and it is later determined that the tenant occupies the transient lodging for a period exceeding twenty-nine days without interruption, the transient lodging tax collector shall refund to such tenant the tax previously collected by the transient lodging tax collector from the tenant as a transient. The transient lodging tax collector shall account for such collection and refund to the Tax Administrator. If the transient lodging tax collector has remitted the tax prior to the refund or credit to the tenant, he/she shall be entitled to a corresponding refund under this section.

Section 8.02.160 Administration

- (1) Records Required From Transient Lodging Tax Collector. Every transient lodging tax collector shall keep guest records of transient lodging sales and accounting books and records of transient lodging sales. All records shall be retained by the transient lodging tax collector for a period of three years and six months after they come into being.
- (2) Examination of Records; Investigations. The Tax Administrator, or any person authorized in writing by the Tax Administrator, may examine during business hours the books, papers, and accounting records relating to transient lodging sales of any transient lodging tax collector, after notification to the transient lodging tax collector liable for the tax, and may investigate the business of the transient lodging tax collector in order to verify the accuracy of any return made, or if no return is made by the transient lodging tax collector, to ascertain and determine the amount required to be paid.

- (3) Confidential Character of Information Obtained; Disclosure Unlawful. It shall be unlawful for the Tax Administrator or any person having an administrative or clerical duty under the provisions of this Ordinance to make known in any manner whatever the business affairs, operations, or information obtained by an investigation of records and equipment of any person required to obtain a Transient Occupancy Registration Certificate, or pay a transient lodging tax, or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures, or any particular thereof, set forth in any statement, or to permit any statement or application, or copy thereof, or any book containing an abstract or particulars thereof to be seen or examined by any person; provided, that nothing in this subsection shall be construed to prevent:
- (A) The disclosure or examination of records and equipment by another County official, employee, or agent for collection of taxes for the sole purpose of administering or enforcing any provisions of this Ordinance, or collection of taxes;
 - (B) The disclosure, after the filing of a written request to that effect, to the taxpayer himself/herself, receivers, trustees, executors, administrators, assigns and guarantors, if directly interested, of information as to any paid tax, any unpaid tax, or amount of tax required to be collected, or interest and penalties; further provided, however, that the County attorney approves each such disclosure and that the Tax Administrator may refuse to make any disclosure referred to under this paragraph when in his opinion the public interest would suffer thereby;
 - (C) The disclosure of the names and addresses of any persons to whom Transient Occupancy Registration Certificates have been issued;
 - (D) The disclosure of general statistics regarding taxes collected or business done in the county.
 - (E) Disclosure consistent with ORS 192.502(18).

Section 8.02.170 Allocation of Funds

The allocation, use and disbursement of TLT funds shall be consistent with ORS 320.300 to 320.350, Curry County Ordinance No. 19-01, Curry County Ordinance No. 19-02 and any amendments thereto.

(1) For Tourism Promotion and Tourism Related Facilities

The portion of monies contained in the Transient Lodging Tax Fund that are dedicated by Curry County Ordinance No. 19-01 for tourism promotion and tourism-related facilities (hereinafter "TLT Funds"), shall be distributed and administered in accordance with this Section:

- (A) First, subject to BOC approval, half shall be allocated to the County Fair Fund, Event Center Account;
- (B) The remainder shall be administered by a Tourism Promotions Committee, appointed by the Board.

(B) The County Tourism Promotions Committee shall:

(i) Consist of two members appointed from south Curry County, two members from central Curry County, two members from north Curry County, as defined by the district boundaries of the three Curry County School Districts, and one member at large. Members shall be composed of individuals who represents a tourism-based business or a promotions based business, the at-large member shall be a community representative. The Committee shall not be comprised of more than three individuals from a similar business industry.

(ii) Annually conduct a county-wide needs assessment of tourism-related facilities within unincorporated areas.

(iii) Develop and amend as necessary county-wide/regional strategies for tourism promotion.

(iv) In the first year the Committee will prepare and present to the Board for its approval, a written report with findings on its needs assessment for Tourism Related Facilities; county-wide/regional strategies for tourism promotion; and its proposed budget for administration and overhead for the Committee.

(v) In subsequent years the Committee will prepare and present to the Board for approval, an annual report that contains, in addition to the matters described in subsection (2)(D) of this section, the details concerning the allocations, amounts and uses of TLT funds during the prior year, an accounting of the Committee's expenditures of TLT funds for administration and overhead and the unexpended balance of TLT funds in the possession of the Committee.

(vi) The Committee shall work in partnership with other government entities and organizations who participate in tourism promotion to solicit input, expertise, and resources.

(C) The purpose of the committee described in subsection (2)(A) of this section is to advise the County on: the policies for the uses of TLT funds; the strategies for tourism promotions and the needs assessment for tourism-related facilities.

(D) Following receipt of a written report described in subsection (2)(D) or (2)(E) of this section, the Board will conduct a public presentation concerning the report, the proposed percentage allocations for TLT funds, the proposed strategies for tourism promotion and the Committee's performance.

(E) The Board will annually retain the TLT funds for Tourism Promotion and Tourism Related Facilities until it has approved the performance of the Committee and the Committee's written report for that year, or the created written report for that year. Once such approval has been given, the retained TLT funds will be released to the Committee with the balance due for that year to be released by the County Treasurer before the end of each calendar quarter for the amounts collected in the prior calendar quarter.

(1) In allocating TLT funds for Tourism Promotion, the Committee shall give preference to collaborative proposals that are consistent with the approved strategies and involve broad participation within the hospitality and tourism industry or other promotional proposals that embrace county wide themes.

(F) The Board may provide for limits on the amount of TLT Funds that the Committee may retain for the overhead, administration and amounts of unallocated TLT funds without coming back to the Board for approval to exceed those limits.

(G) Other than in subsection (1)(A) above, the Board shall not require specific allocations or create earmarks of tourism related TLT revenues; however, the purpose of creating the Tourism Promotions Committee is to have representation from all areas of the County with the goal that TLT tourism-related revenues be distributed fairly among the County's regions.

(2) For General County Services

(A) Not to exceed 5% of non-tourism TLT revenues may be spent on administration;

(b) Balance of non-tourism TLT revenues to fund Curry County Sheriff Patrol Deputies.

Section 8.02.180 Transient Lodging Tax Review Committee

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

Section 8.02.190 Duties and Powers of Transient Lodging Tax Review Committee

The Committee shall have power and its duty shall be:

- (1) To hear and determine appeals of orders or decisions of the Tax Administrator made upon petitions for redetermination of tax. The Committee may affirm, modify or reverse such orders or decisions, or dismiss the appeals, as may be just, and shall prescribe such forms, rules and regulations relating to appeals as may be deemed necessary. In review of the Tax Administrator decision or order, the Committee may take such evidence and make such investigation as is deemed necessary. It shall give

notice of its determinations in the manner set forth in Section 8.02.090(1)(B) and shall file a copy of such determination with the Tax Administrator with certification thereon of the date of service thereof. Such determination shall become final twenty days thereafter and shall thereupon become due and payable, subject to interest and penalties and enforceable by the Tax Administrator in a like manner as an order or decision of the Tax Administrator.

- (2) To approve, modify or disapprove all forms and policies, prescribed by the Tax Administrator in the administration and enforcement of this Ordinance.
- (3) To hear and determine in such manner as shall be just, any protest which may be made by any person who may be interested, to any form or policy approved or prescribed by the Committee.
- (4) To grant for good cause, applications for extensions of time in excess of one month, for making any return or payment of tax, and to prescribe rules therefor.
- (5) To make such investigations as are deemed advisable regarding the imposition and administration of the transient lodging tax and report the findings to the Board; to act in an advisory capacity to the Board on matters pertaining to the transient lodging tax and enforcement problems and to recommend to the Board the adoption, amendment, or repeal of regulations pertaining thereto.

Section 8.02.200 Appeal to Transient Lodging Tax Review Committee

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

Section 8.02.210 Appeal to Board of Commissioners

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

Section 8.02.220 Violations

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

Section 8.02.230. Penalties

Violation of any of the provisions of this Ordinance shall be a Class A violation, with a maximum penalty of \$2,000 in fines. Penalties may be enforced in accordance with Article Ten of the Curry County Code.

Section 8.02.240 Effective Date

This ordinance shall become effective at 12:01 a.m. on the 1st day of September, 2019, if Ordinance No. 19-01 is approved by voters at the May 2019 election.

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

In the Matter of an Amendment)
to Ordinance 19-02 of the Curry)
County Code)

ORDINANCE NO. 19-13

The Board of Commissioners for the County of Curry ordains as follows:

SECTION 1: TITLE

This Ordinance shall be known as Ordinance 19-13, an Ordinance amending the Curry County Code with respect to the implementation of the transient lodging tax.

SECTION 2: ADOPTION

Exhibit "A", attached hereto and incorporated by reference, is adopted as an amendment to the County Code.

SECTION 3: SEVERANCE CLAUSE

If any section, subsection, provision, clause or paragraph of this Ordinance shall be adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgement shall not affect the validity of the remaining portions of the Ordinance; and it is hereby expressly declared that every other section, subsection, provision clause or paragraph of this Ordinance enacted, irrespective of the enactment or validity of the portion thereof declared to be unconstitutional or invalid, is valid.


SECTION 4: EMERGENCY CLAUSE

The Board of Commissioners for the County of Curry deems this Ordinance necessary for the immediate preservation and protection of the public peace, health, safety and general welfare for Curry County and declares an emergency exists, and this Ordinance shall be effective upon adoption.

DATED this 20th day of November, 2019.

BOARD OF CURRY COUNTY COMMISSIONERS


Christopher S. Paasch, Chair


Court Boice, Vice Chair

11.25.19


Sue Gold, Commissioner

Attest:


Recording Secretary

Reviewed as to Form:


John Hutt
Curry County Counsel

First Reading: NA

Second Reading: NA

Emergency Adoption: November 20, 2019

Effective Date: November 20, 2019

Exhibit "A"
ARTICLE EIGHT

DIVISION TWO- IMPLEMENTATION OF TRANSIENT LODGING TAX

Section 8.02.010 Title

This ordinance shall be known as the Curry County TLT Implementing Ordinance, and as Ordinance No. 19-02.

Section 8.02.020 Definitions

Except where the context otherwise requires, the definitions established in Curry County Ordinance No. 19-01 and Ordinance No. 19-02 and given in this section govern the construction of this ordinance.

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

- (9) "Tax" means either the tax payable by the transient, or the aggregate amount of taxes due from a transient lodging tax collector during the period for which he is required to report his collections.
- (10) "Tax Administrator" means the Curry County Board of Commissioners, or its designee.
- (11) "TLT or tax" means the transient lodging tax.
- (12) "Transient" means any individual who exercises occupancy or is entitled to occupancy in a transient lodging for a period of less than thirty consecutive days, counting portions of calendar days as full days. The day the transient checks out of the transient lodging shall not be included in determining the thirty day period if the transient is not charged rent for that day by the transient lodging tax collector. Any such person so occupying space in a transient lodging shall be deemed to be a transient until the period of twenty-nine days has expired unless there is an agreement in writing between the transient lodging tax collector and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than twenty-nine consecutive days. In determining whether a person is a transient, uninterrupted periods of occupancy extending both prior and subsequent to the effective date of this Ordinance may be considered. A person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient.
- (13) "Transient Lodging or Transient Lodging Facilities" means:
- (a) Hotel, motel, and inn dwelling units that are used for temporary overnight human occupancy;
 - (b) Spaces used for overnight parking of recreational vehicles or placement of tents during periods of human occupancy; or
 - (c) Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units that are used for temporary human occupancy.
- (14) "Transient Lodging Intermediary" means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and:
- (a) Charges for occupancy of the transient lodging;
 - (b) Collects the consideration charged for occupancy of the transient lodging; or,
 - (c) Receives a fee or commission and requires the transient lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the transient lodging.
- (15) "Transient Lodging Provider" means a person that furnishes transient lodging.
- (16) "Transient Lodging Tax Collector" means a transient lodging provider or


transient lodging intermediary.

- (17) "Transient Lodging Tax Review Committee" means a committee composed of an accountant, an attorney, a transient lodging tax collector, and two other persons appointed by the Board and may be owners or operators of transient lodging.

Section 8.02.030 Tax Collection

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

Section 8.02.040 Collection of Tax by Transient Lodging Tax Collector; Rules for Collection

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- (1) Every transient lodging tax collector shall collect the TLT at the time rent is paid, unless an exemption applies. If payment is by credit card, for purposes of this section, payment is made at the time credit card information is provided to the transient lodging tax collector, not when the transient lodging tax collector ultimately receives credit for the transaction. While holding the payment in trust for the county, a transient lodging tax collector may commingle the tax proceeds with the transient lodging tax collector's funds, but the transient lodging tax collector is not the owner of tax proceeds, except that, when a return is filed, the transient lodging tax collector becomes the owner of the administrative fee authorized to be retained. Transient lodging tax collectors may choose to file returns and remit payment based on amounts accrued but not yet collected. The transient lodging tax collector is liable for any TLT that should have been collected from the occupant, except in cases of nonpayment of rent by the occupant.
- (2) Upon request of the county, transient lodging tax collectors must provide all physical addresses of transient lodging facilities within the county and the related contact information, including the name and mailing address, of the general manager, agent, owner, host or other responsible person for the location.
- (3) The Tax Administrator shall enforce the provisions of this Ordinance.
- (4) For rent collected on portions of a dollar, fractions of a penny shall not be

remitted.

Section 8.02.041 Short Term Rental Hosting Platform Fees

A hosting platform for short-term rentals may collect a fee for booking services in connection with short-term rentals only when those short-term rentals are lawfully registered as operators with the county and possess a certificate of authority at the time the short-term rental is occupied.

Section 8.02.042 Liability for Tax

Transient lodging providers who receive any portion of the rent for transient lodging and transient lodging intermediaries that provide booking service are both transient lodging tax collectors and are jointly and severally liable for the tax.

Section 8.02.043 Exemptions

No TLT shall be imposed upon:

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

Section 8.02.050 Transient Lodging Tax Collector's Duties

Each transient lodging tax collector shall collect the tax imposed by this Ordinance at the same time as the rent is collected from every transient. The amount of tax shall be

separately stated upon the transient lodging tax collector's records, and any receipt rendered by the transient lodging tax collector. No transient lodging tax collector of a transient lodging shall advertise that the tax or any part of the tax will be assumed or absorbed by the transient lodging tax collector, or that it will not be added to the rent, or that, when added, any part will be refunded, except in the manner provided by this Ordinance.

Section 8.02.060 Payment of Tax

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

Section 8.02.070 Amounts Held in Trust

Every transient lodging tax collector required to collect the tax imposed by Ordinance 19-01 shall be deemed to hold the amount collected in trust for Curry County and for payment to the Tax Administrator in the manner and at the time provided herein.

Section 8.02.080 Registration of Transient Lodging Provider: Form and Contents: Execution: Certificate of Authority

- (1) Every person engaging or about to engage in business as a provider of transient lodging in the county shall register with the Tax Administrator within 15 days after commencing business. The privilege of registration after the date of imposition of such tax shall not relieve any person from the obligation of payment or collection of tax regardless of registration. Registration shall be on a form provided by the Tax Administrator and shall set forth the name under which the provider transacts or intends to transact business, the location of his/her place or places of business and such other information to facilitate collection of the tax as the Tax Administrator may require. The registration shall be signed by the provider. The Tax Administrator shall, within 10 days after registration, issue without charge a certificate of authority to each registrant to collect the tax from the occupant, together with a duplicate thereof for each additional place of business of each registrant. Certificates shall be non-assignable and nontransferable and shall be surrendered immediately to the Tax Administrator upon the cessation of business at the location named or upon its sale or transfer. Each certificate and duplicate shall state the place of business to which it is applicable and shall be prominently displayed therein so as to be seen and come to the notice readily of all occupants and persons seeking occupancy. The certificate shall include the following:
 - (A) The name of the provider;
 - (B) The address of the transient lodging facility; and
 - (C) The date upon which the certificate was issued;
 - (D) The certificate number as assigned by the tax administrator.
- (2) "This Transient Occupancy Registration Certificate" signifies that the person named on the face hereof has fulfilled the

requirements of the Transient Lodging Tax Regulations, by registration with the Tax Administrator for the purpose of collection from transients the lodging tax imposed by said County and remitting said tax to the Tax Administrator. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, or to operate a transient lodging without strictly complying with all local applicable laws, including, but not limited to those requiring a permit from any board, commission, department, or office of the County. This certificate does not constitute a permit."

Section 8.02.090 Due Date and Form of Returns

- (1) Every transient lodging tax collector is responsible for collecting the tax imposed under Ordinance 19-01, and shall file a return with the Tax Administrator, on or before the last day of the month following the end of each calendar quarter, reporting the amount of tax due during the quarter. The Board or its designee shall prescribe the form of the return required by this section, and the Board shall adopt rules by ordinance regarding the preparation and filing of the return and the payment of the tax, including rules requiring that returns be made under penalties for false swearing.
- (2) A transient lodging tax collector that rents privately owned camping or recreational vehicle spaces shall not be required to file a return or pay the tax collected until the amount of money held equals or exceeds \$100.
- (3) Once the amount held by a transient lodging tax collector described in subsection (2) equals or exceeds \$100, or by December 31 of each year if the \$100 threshold is not met, the transient lodging tax collector shall remit the tax collected at the next following reporting period as determined in subsection (1) above.
- (4) The tax imposed by this Ordinance shall be paid by the transient to the transient lodging tax collector at the time rent is paid. All amounts of such taxes collected by any transient lodging tax collector are due and payable to the Tax Administrator on a quarterly basis on the last day of the following month for the preceding three months; and, are delinquent on the first day following the month in which they are due. The Tax Administrator has authority to classify or district the transient lodging tax collector for determination of applicable tax periods, and shall notify each transient lodging tax collector of the due and delinquent dates for the transient lodging tax collector's returns. The initial return under this Ordinance may be for less than the three months preceding the due date; thereafter returns shall be made for the applicable quarterly period.
- (5) On or before the last day of the month following each quarter of collection, a return for the preceding quarter's tax collections shall be filed with the Tax Administrator. The return shall be filed in such form as the Tax Administrator may prescribe by every transient lodging tax collector liable for payment of

tax. A return must be filed with the Tax Administrator even if no taxes have been collected.

- (6) Returns shall show the amount of tax collected or otherwise due for the related period. The Tax Administrator may require returns to show the total rentals upon which tax was collected or otherwise due, the number of rooms or spaces available during that period, gross receipts of the transient lodging tax collector for such period, and an explanation in detail of any discrepancy between such amounts and the amount of rents exempt, if any.
- (7) The person required to file the return shall deliver the return, together with the remittance of the amount of the tax due, to the Tax Administrator's office, either by personal delivery or by mail. If the return is mailed, the postmark shall be considered the date of delivery for determining delinquencies.
- (8) For good cause, the Tax Administrator may extend for not to exceed one month the time for making any return or payment of tax. No further extension shall be granted except by the Transient Lodging Tax Review Committee. Any transient lodging tax collector to whom an extension is granted shall pay interest at the rate of one percent (1%) per month on the amount of tax due. If a return is not filed, and the tax and interest due is not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties described elsewhere in this Ordinance.

Section 8.02.100 Records and Statements

Every transient lodging tax collector shall keep records, render statements and comply with rules adopted by the Board with respect to the tax imposed by Ordinance 19-01. The records and statements required by this section must be sufficient to show whether there is a tax liability imposed therein.

Section 8.02.110 Penalties and Interest

- (1) **Penalty-Original Delinquency.** Any transient lodging tax collector who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by this Ordinance prior to delinquency shall pay the greater of ten percent (10%) of the amount of the tax due or \$100 in addition to the amount of the tax.
- (2) **Penalty-Continued Delinquency.** Any transient lodging tax collector who has not been granted an extension of time for remittance of tax due, and who failed to pay a delinquent remittance on or before a period of thirty days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of fifteen percent (15%) of the amount of the tax due plus the tax and the ten percent (10%) penalty first imposed.
- (3) **Penalty-Fraud.** If the Tax Administrator determines that the nonpayment of any remittance due under this Ordinance is due to fraud or intent to evade the

provisions thereof, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in subsections (1) and (2) of this Section.

- (4) Interest. In addition to the penalties imposed, any transient lodging tax collector who fails to remit any tax imposed by this Ordinance shall pay interest at the rate of one percent (1%) per month or fraction thereof without proration for portions of a month, on the amount of the tax due, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- (5) Penalties and Interest Merged With Tax. Every penalty imposed and such interest as accrues under the provisions of this Section shall be merged with and become a part of the tax herein required to be paid.
- (6) Petition for Waiver. Any transient lodging tax collector who fails to remit the tax herein levied within the time herein stated shall pay the penalties herein stated; provided however, the transient lodging tax collector may petition the Transient Lodging Tax Review Committee for waiver and refund of the penalty or any portion thereof and the Transient Lodging Tax Review Committee may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

Section 8.02.120 Deficiency Determinations; Evasion; Transient Lodging Tax Collector Delay

- (1) Deficiency Determinations. If the Tax Administrator determines that the returns are incorrect, the amount required may be computed and determined upon the basis of the facts contained in the return or returns or upon the basis of any information in the possession of the Tax Administrator, or that may come into his possession. One or more deficiency determinations may be made of the amount due for one, or more than one, period, and the amount so determined shall be due and payable immediately upon service of notice as herein provided after which the amount determined is delinquent. Penalties on deficiencies shall be applied as set forth in Section 8.02.080.
 - (A) In making a determination, the Tax Administrator may offset overpayments, if any, which may have been previously made for a period or periods, against any underpayment for a subsequent period or periods, or against penalties and interest on the underpayments. The interest on underpayments shall be computed in the manner set forth in Section 8.02.080.
 - (B) The Tax Administrator shall give to the transient lodging tax collector or occupant a written notice of the determination. The notice may be served personally or by mail. If by mail, the notice shall be addressed to the transient lodging tax collector at the address as it appears on the records of the Tax Administrator. In case of service by mail of any notice required by this Ordinance, it shall be served by mailing such notice by

- certified mail, postage prepaid, return receipt requested.
- (C) Except in the case of fraud or intent to evade this Ordinance or authorized rules or regulations, every deficiency determination shall be made and notice thereof mailed within three years after the last day of the month following the close of the quarterly period for which the amount is proposed to be determined, or within three years after the return is filed, whichever period expires the later.
- (D) Any determination shall become due and payable immediately upon receipt of notice and shall become final within twenty days after the Tax Administrator has given notice thereof; provided, however, the transient lodging tax collector may petition for a redemption and refund if petition is filed before the determination becomes final as herein provided.
- (2) **Fraud; Refusal to Collect; Evasion.** If any transient lodging tax collector shall fail or refuse to collect the tax or to make, within the time provided in this Ordinance, any report or remittance of the tax or any portion thereof required by this Ordinance, or makes a fraudulent return or otherwise willfully attempts to evade this Ordinance, the Tax Administrator shall proceed in such manner deemed best to obtain the facts and information on which to base an estimate of the tax due. As soon as the Tax Administrator has determined the tax due that is imposed by this Ordinance from any transient lodging tax collector that has failed or refused to collect the same and to report and remit the tax, the Tax Administrator shall proceed to determine and assess against such transient lodging tax collector the tax, interest and penalties provided by this Ordinance. When determination is made, notice shall be given as provided in subsection (1) (B) of this section of the amount so assessed. Such determination and notice shall be made and mailed within three years of the discovery of any fraud, intent to evade, or failure or refusal to collect the tax or failure to file a return. Any determination shall become due and payable upon receipt of notice and shall become final within twenty days after the Tax Administrator has given notice thereof; provided, however, the transient lodging tax collector may petition for a redemption or refund if the petition is filed before the determination becomes final as herein provided.
- (3) **Delay.** If the Tax Administrator believes that the collection of any tax or any amount of any tax required to be collected and paid to the County will be jeopardized by delay, or if any determination will be jeopardized by delay, the Tax Administrator shall thereupon make a determination of the tax or amount of tax required to be collected, noting the fact upon the determination. The amount so determined as herein provided shall be immediately due and payable and the transient lodging tax collector may petition, after payment has been made, for a redemption and refund of such determination, if a petition is filed within twenty days from the date of service of notice by the Tax Administrator.

Section 8.02.130 Redeterminations

- (1) Any person against whom a determination is made under Section 8.02.090, or any person directly interested may petition for a redetermination and

redemption and refund within the time required in Section 8.02.090. If a petition for redetermination and refund is not filed within the time required in Section 8.02.090, the determination becomes final at the expiration of the allowable time.

- (2) If a petition for redetermination and refund is filed within the allowable period, the Tax Administrator shall reconsider the determination, and, if the person has so requested in his/her petition, shall grant the person a public hearing and shall give him/her twenty days' notice of the time and place of hearing. The Tax Administrator may continue the hearing from time to time as may be necessary.
- (3) The Tax Administrator may decrease or increase the amount of the determination as a result of the hearing and if an increase is determined each increase shall be payable immediately after the hearing.
- (4) The order or decision of the Tax Administrator upon a petition for redetermination of a redemption and refund becomes final twenty days after service upon the petitioner of notice thereof, unless appeal of such order or decision is filed with the Transient Lodging Tax Review Committee within twenty days after the service of such notice.
- (5) No petition for redetermination of redemption and refund or appeal therefrom shall be effective for any purpose unless the transient lodging tax collector has first complied with the payment provisions of this Ordinance.

Section 8.02.140. Security for Collection of Tax

- (1) To ensure compliance with this Ordinance, the Tax Administrator may require transient lodging tax collector to deposit with the County security in a form and amount determined by the Tax Administrator. The amount of security shall not be greater than twice the transient lodging tax collector's estimated quarterly liability for the period for which he/she files returns, or five thousand dollars (\$5,000.00) whichever amount is lesser. The amount of security may be increased or decreased by the Tax Administrator subject to limitations herein provided.
- (2) At any time within three years after any tax, or any amount of tax required to be collected, becomes due and payable, or at any time within three years after a determination becomes final, the Tax Administrator may bring an action in the courts of this state, any other state, or of the United States in the name of the County to collect the amount delinquent plus penalties and interest, reasonable attorneys' fees determined by the court, and court costs.

Section 8.02.120 Lien

- (1) The tax imposed by this Ordinance together with the interest and penalties, reasonable attorneys' fees, filing fees, and advertising costs shall be and, until

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

- (2) The lien or liens created by this section attach to all tangible personal property referenced herein. The lien or liens created shall also attach to the proceeds of the sale of tangible personal property subject to the lien or liens if:
 - (A) Subsequent to the recording of the lien or liens, tangible personal property, or any part thereof, is sold or delivered to an agent, broker, cooperative agency, or other person to be sold or otherwise disposed of; and
 - (B) The purchaser, agent, broker, cooperative agency, or other person has actual or constructive notice of the filing of the lien or liens, and the proceeds that were received or will be received from the sale or other disposal of the tangible personal property have not been delivered to the owner of the tangible personal property.
- (3) When a lien created by this section attaches to the proceeds of a sale of tangible personal property under subsection (2)(A) and (B) of this section, a purchaser, agent, broker, cooperative agency, or other person shall not deliver the proceeds or that portion of the proceeds equal to the amount of the lien claim to the owner until:
 - (A) A time specified by Section 8.02.110(2) of this Ordinance during which a suit to foreclose the lien must be commenced elapses;
 - (B) A court orders delivery of the proceeds; or
 - (C) The Tax Administrator issues a receipt stating that the full amount of taxes, interest, penalties, and costs thereon have been paid and that the lien is released and the record of lien is satisfied.
- (4) Any person to whom a notice of lien has been given as provided by this section, who dismantles, removes from the county, misdelivers, or conceals tangible personal property or the proceeds of the sale of tangible personal

property upon which there is a valid lien without the written consent of the lien claimant shall be liable to the lien claimant for damages proximately resulting therefrom which sum may be recovered according to the provisions of Section 8.02.110 (2) of this Ordinance.

Section 8.02.150 Refunds

- (1) Refunds by County to the Transient Lodging Tax Collector. Whenever he amount of any tax, penalty or interest has been paid more than once or has been erroneously or illegally collected or received by the Tax Administrator under this Ordinance, it may be refunded, provided a verified claim in writing, stating the specific reason upon which the claim is founded, is filed with the Tax Administrator within three years from the date of payment. The claim shall be made on forms provided by the Tax Administrator. If the claim is approved by the Tax Administrator, the excess amount collected or paid may be refunded or may be credited on any amount then due and payable from the transient lodging tax collector from whom it was collected or by whom paid and the balance may be refunded to such transient lodging tax collector, his/her administrators, executors, or assigns.
- (2) Refunds by County to Transient. Whenever the tax required by this Ordinance has been collected by a transient lodging tax collector, and deposited by the transient lodging tax collector with the Tax Administrator, and it is later determined that the tax was erroneously paid or illegally collected or received by the Tax Administrator, it may be refunded by the Tax Administrator to the transient, provided a verified claim in writing, stating the specific reason on which the claim is founded, is filed with the Tax Administrator within three years from the date of payment.
- (3) Refunds by Transient Lodging Tax Collector to Tenant. Whenever the tax required by this Ordinance has been collected by the transient lodging tax collector and it is later determined that the tenant occupies the transient lodging for a period exceeding twenty-nine days without interruption, the transient lodging tax collector shall refund to such tenant the tax previously collected by the transient lodging tax collector from the tenant as a transient. The transient lodging tax collector shall account for such collection and refund to the Tax Administrator. If the transient lodging tax collector has remitted the tax prior to the refund or credit to the tenant, he/she shall be entitled to a corresponding refund under this section.

Section 8.02.160 Administration

- (1) Records Required From Transient Lodging Tax Collector. Every transient lodging tax collector shall keep guest records of transient lodging sales and accounting books and records of transient lodging sales. All records shall be retained by the transient lodging tax collector for a period of three years and six months after they come into being.

- (2) Examination of Records; Investigations. The Tax Administrator, or any person authorized in writing by the Tax Administrator, may examine during business hours the books, papers, and accounting records relating to transient lodging sales of any transient lodging tax collector, after notification to the transient lodging tax collector liable for the tax, and may investigate the business of the transient lodging tax collector in order to verify the accuracy of any return made, or if no return is made by the transient lodging tax collector, to ascertain and determine the amount required to be paid.
- (3) Confidential Character of Information Obtained; Disclosure Unlawful. It shall be unlawful for the Tax Administrator or any person having an administrative or clerical duty under the provisions of this Ordinance to make known in any manner whatever the business affairs, operations, or information obtained by an investigation of records and equipment of any person required to obtain a Transient Occupancy Registration Certificate, or pay a transient lodging tax, or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures, or any particular thereof, set forth in any statement, or to permit any statement or application, or copy thereof, or any book containing an abstract or particulars thereof to be seen or examined by any person; provided, that nothing in this subsection shall be construed to prevent:
- (A) The disclosure or examination of records and equipment by another County official, employee, or agent for collection of taxes for the sole purpose of administering or enforcing any provisions of this Ordinance, or collection of taxes;
 - (B) The disclosure, after the filing of a written request to that effect, to the taxpayer himself/herself, receivers, trustees, executors, administrators, assigns and guarantors, if directly interested, of information as to any paid tax, any unpaid tax, or amount of tax required to be collected, or interest and penalties; further provided, however, that the County attorney approves each such disclosure and that the Tax Administrator may refuse to make any disclosure referred to under this paragraph when in his opinion the public interest would suffer thereby;
 - (C) The disclosure of the names and addresses of any persons to whom Transient Occupancy Registration Certificates have been issued;
 - (D) The disclosure of general statistics regarding taxes collected or business done in the county.
 - (E) Disclosure consistent with ORS 192.502(18).

Section 8.02.170 Allocation of Funds

The allocation, use and disbursement of TLT funds shall be consistent with ORS 320.300 to 320.350, Curry County Ordinance No. 19-01, Curry County Ordinance No. 19-02 and any amendments thereto.

- (1) The portion of monies contained in the Transient Lodging Tax Fund that are dedicated by Curry County Ordinance No. 19-01 for tourism promotion and

tourism-related facilities (hereinafter "TLT Funds"), shall be distributed and administered in accordance with this Section:

- (A) First, subject to BOC approval, half shall be allocated to the County Fair Fund, Event Center Account;
- (B) The remainder shall be administered by a Tourism Promotions Committee, appointed by the Board.
- (C) The County Tourism Promotions Committee shall:
 - (i) Consist of two members appointed from south Curry County, two members from central Curry County, two members from north Curry County, as defined by the district boundaries of the three Curry County School Districts, and one member at large. Members shall be composed of individuals who represents a tourism-based business or a promotions based business, the at-large member shall be a community representative. The Committee shall not be comprised of more than three individuals from a similar business industry.
 - (ii) Annually conduct a county-wide needs assessment of tourism-related facilities within unincorporated areas.
 - (iii) Develop and amend as necessary county-wide/regional strategies for tourism promotion.
 - (iv) In the first year the Committee will prepare and present to the Board for its approval, a written report with findings on its needs assessment for Tourism Related Facilities; county-wide/regional strategies for tourism promotion; and its proposed budget for administration and overhead for the Committee.
 - (v) In subsequent years the Committee will prepare and present to the Board for approval, an annual report that contains, in addition to the matters described in subsection (2)(D) of this section, the details concerning the allocations, amounts and uses of TLT funds during the prior year, an accounting of the Committee's expenditures of TLT funds for administration and overhead and the unexpended balance of TLT funds in the possession of the Committee.
 - (vi) The Committee shall work in partnership with other government entities and organizations who participate in tourism promotion to solicit input, expertise, and resources.
- (D) The purpose of the committee described in subsection (2)(A) of this section is to advise the County on: the policies for the uses of TLT funds; the strategies for tourism promotions and the needs assessment for

tourism-related facilities.

- (E) Following receipt of a written report described in subsection (2)(D) or (2)(E) of this section, the Board will conduct a public presentation concerning the report, the proposed percentage allocations for TLT funds, the proposed strategies for tourism promotion and the Committee's performance.
 - (F) The Board will annually retain the TLT funds for Tourism Promotion and Tourism Related Facilities until it has approved the performance of the Committee and the Committee's written report for that year, or the created written report for that year. Once such approval has been given, the retained TLT funds will be released to the Committee with the balance due for that year to be released by the County Treasurer before the end of each calendar quarter for the amounts collected in the prior calendar quarter.
 - (G) In allocating TLT funds for Tourism Promotion, the Committee shall give preference to collaborative proposals that are consistent with the approved strategies and involve broad participation within the hospitality and tourism industry or other promotional proposals that embrace county wide themes.
 - (H) The Board may provide for limits on the amount of TLT Funds that the Committee may retain for the overhead, administration and amounts of unallocated TLT funds without coming back to the Board for approval to exceed those limits.
 - (I) Other than in subsection (1)(A) above, the Board shall not require specific allocations or create earmarks of tourism related TLT revenues; however, the purpose of creating the Tourism Promotions Committee is to have representation from all areas of the County with the goal that TLT tourism-related revenues be distributed fairly among the County's regions.
- (2) For General County Services
- (A) Not to exceed 5% of non-tourism TLT revenues may be spent on administration;
 - (B) Balance of non-tourism TLT revenues to fund Curry County Sheriff Patrol Deputies.

Section 8.02.180 Transient Lodging Tax Review Committee

The Board is authorized to create a Transient Lodging Tax Review Committee composed of an attorney, who may be county legal counsel; an accountant; a transient lodging tax

collector; and two lay members. The Committee shall select from its members a chairman who shall serve at its pleasure. Three members of the Committee shall constitute a quorum. The Committee shall keep a record of its transactions. The Committee shall be deemed to be in the office of the Tax Administrator and shall keep its files in that office. The members of the Committee shall not, at any time, receive any compensation as such members or acting members for their services on the Committee. The Committee shall be appointed by the Board and shall serve 4-year terms, except that, the accountant, the attorney, and the transient lodging tax collector appointed to the first Committee shall serve three-year terms only.

Section 8.02.190 Duties and Powers of Transient Lodging Tax Review Committee

The Committee shall have power and its duty shall be:

- (1) To hear and determine appeals of orders or decisions of the Tax Administrator made upon petitions for redetermination of tax. The Committee may affirm, modify or reverse such orders or decisions, or dismiss the appeals, as may be just, and shall prescribe such forms, rules and regulations relating to appeals as may be deemed necessary. In review of the Tax Administrator decision or order, the Committee may take such evidence and make such investigation as is deemed necessary. It shall give notice of its determinations in the manner set forth in Section 8.02.090(1)(B) and shall file a copy of such determination with the Tax Administrator with certification thereon of the date of service thereof. Such determination shall become final twenty days thereafter and shall thereupon become due and payable, subject to interest and penalties and enforceable by the Tax Administrator in a like manner as an order or decision of the Tax Administrator.
- (2) To approve, modify or disapprove all forms and policies, prescribed by the Tax Administrator in the administration and enforcement of this Ordinance.
- (3) To hear and determine in such manner as shall be just, any protest which may be made by any person who may be interested, to any form or policy approved or prescribed by the Committee.
- (4) To grant for good cause, applications for extensions of time in excess of one month, for making any return or payment of tax, and to prescribe rules therefor.
- (5) To make such investigations as are deemed advisable regarding the imposition and administration of the transient lodging tax and report the findings to the Board; to act in an advisory capacity to the Board on matters pertaining to the transient lodging tax and enforcement problems and to recommend to the Board the adoption, amendment, or repeal of regulations pertaining thereto.

Section 8.02.200 Appeal to Transient Lodging Tax Review Committee

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

Section 8.02.210 Appeal to Board of Commissioners

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

Section 8.02.220 Violations

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

Section 8.02.230. Penalties

Violation of any of the provisions of this Ordinance shall be a Class A violation, with a maximum penalty of \$2,000 in fines. Penalties may be enforced in accordance with Article Ten of the Curry County Code.

Section 8.02.240 Effective Date

This ordinance shall become effective at 12:01 a.m. on the 1st day of September, 2019, if Ordinance No. 19-01 is approved by voters at the May 2019 election.

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

In the Matter of an Amendment to the)
Curry County Code, Ordinance 19-13,)
Implementation of a Transient)
Lodging Tax)

ORDINANCE NO. 20-02

The Board of Commissioners for the County of Curry ordains as follows:

To amend ordinance number 19-13, adopted November 20, 2019, Article Eight, Division One, *Implementation of Transient Lodging Tax*, section 8.02.170, *Allocation of Funds*, as follows,

The allocation, use and disbursement of TLT funds shall be consistent with ORS 320.300 to 320.350, Curry County Ordinance No. 19-01, Curry County Ordinance No. 19-02 and any amendments thereto.

(1) The portion of monies contained in the Transient Lodging Tax Fund that are dedicated to Curry County Ordinance No. 19-01 for tourism promotion and tourism-related facilities (hereinafter "TLT Funds"), shall be distributed and administered in accordance with this Section:

(A) First, 15% shall be used to cover staff expenses involved in tourism and marketing; subject to BOC Budget Committee approval, 40% shall be allocated to the County Fair Fund, Event Center Account for capital improvement projects;

(B) The remainder shall be administered by a Tourism Promotions Committee, appointed by the Board.

(C) The County Tourism Promotions Committee shall:

- (i) Consist of two members appointed from South Curry County, two members from central Curry County, two members from north Curry County, as defined by the district boundaries of the three Curry County School Districts, and one member at large. Members shall be composed of individuals who represents a tourism-based business or a promotions based business, the at-large member shall be a community representative. The Committee shall not be comprised of more than three individuals from a similar business industry.
- (ii) Annually conduct a county-wide needs assessment of tourism-related facilities within unincorporated areas.
- (iii) Develop and amend as necessary county-wide/regional strategies for tourism promotion.

- (iv) In the first year the Committee will prepare and present to the Board for its approval, a written report with findings on its needs assessment for Tourism Related Facilities; county-wide/regional strategies for tourism promotion; and its proposed budget for administration and overhead for the Committee.
 - (v) In subsequent years the Committee will prepare and present to the Board for approval, an annual report that contains, in addition to the matters described in subsection (2)(D) of this section, the details concerning the allocations, amounts and uses of TLT funds during the prior year, an accounting of the Committee's expenditures of TLT funds for administration and overhead and the unexpected balance of TLT funds in the possession of the Committee.
 - (vi) The committee shall work in partnership with other government entities and organizations who participate in tourism promotion to solicit input, expertise, and resources.
- (D) The purpose of the committee described in subsection (2)(A) of this section is to advise the County on: the policies for the uses of TLT funds; the strategies for tourism promotions and the needs assessment for tourism-related facilities.
- (E) Following receipt of a written report described in subsection (2)(D) or (2)(E) of this section, the Board will conduct a public presentation concerning the report, the proposed percentage allocations for TLT funds, the proposed strategies for tourism promotion and the Committee's performance.
- (F) The Board will annually retain the TLT funds for Tourism Promotion and Tourism Related Facilities until it has approved the performance of the Committee and the Committee's written report for that year, or the created written report for that year. Once such approval has been given, the retained TLT funds will be released to the Committee with the balance due for that year to be released by the County Treasurer before the end of each calendar quarter for the amounts collected in the prior calendar quarter.
- (G) In allocating TLT funds for Tourism Promotion, the Committee shall give preference to collaborative proposals that are consistent with the approved strategies and involve broad participation within the hospitality and tourism industry or other promotional proposals that embrace county wide themes.
- (H) The Board may provide for limits on the amount of TLT Funds that the Committee may retain for the overhead, administration, and amounts of

unallocated TLT funds without coming back to the Board for approval to exceed those limits.

- (I) Other than in subsection (1)(A) above, the Board shall not require specific allocations or create earmarks of tourism related TLT revenues; however, the purpose of creating the Tourism Promotions Committee is to have representation from all areas of the County with the goal that TLT tourism-related revenues be distributed fairly among the County's regions.

(2) For General County Services

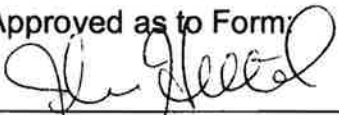
- (A) Not to exceed 5% of non-tourism TLT revenues may be spent on administration;

- (B) Balance of non-tourism TLT revenues (25%) to fund Curry County Sheriff Patrol Deputies. [End]

This amendment shall go into effect upon signing.


DATED this 4th of Nov, 2020

Approved as to Form:


John Huttel, Curry County Counsel

**CURRY COUNTY BOARD OF
COMMISSIONERS**


Christopher S. Baasch, Chair


Court Boice, Vice Chair 11-4-20


Sue Gold, Commissioner

First Reading: October 21

Second Reading: November 4

Emergency Date: November 4



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
07/19/2023		Brookings Social Security Bar – Potential Management by County Parks	
Time Needed:			
5 minutes			
Financial Impact:		Description and Background:	
None		In 2019, the County applied for DSL permission to manage the Social Security Bar area, in accordance with the planned management of the river access parcel owned by the City of Brookings. Recently, County Parks received approval to manage the Bar. The City of Brookings recently discussed this proposal at a Workshop, and still desires that the County take over the management of the Bar. The Board of Commissioners must determine if it is appropriate to proceed with entering into a lease or contract with the City of Brookings for management services by County Parks.	
Category:			
<input checked="" type="checkbox"/> Action/Discussion			
<input type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
<input type="checkbox"/> Public Hearing			
Requested Motion:			
N/A			
Attachments:		Instructions Once Approved:	
1. Information Packet (DSL, County, City proposals)			
Contact Person – Name and Department:		Date Submitted:	
Ted Fitzgerald, DCO		July 13, 2023	



Oregon

Tina Kotek, Governor

Department of State Lands

775 Summer Street NE, Suite 100

Salem, OR 97301-1279

(503) 986-5200

FAX (503) 378-4844

www.oregon.gov/dsl

State Land Board

May 31, 2023

Tina Kotek

Governor

JV410VAPP0062277

CURRY COUNTY

ATTN: DIRECTOR WENDY LANG

94235 MOORE ST STE 413

GOLD BEACH, OR 97444

Cheryl Myers

Acting Secretary of State

Tobias Read

State Treasurer

RE: State Special Use Lease 62277-SU

Dear Director Lang:

In 2019, Curry County Parks Dept submitted an application and \$750 fee for a Special Use Lease with the Department of State Lands for a recreational camping facility at Social Security Bar on the Chetco River. The application went through the Public Review Process (11/12/19-12/12/19). Anthony Derock was the Parks staff that was working on this agreement – it was previously sent to him for signature in Sept 2020, and again in Dec 2020. At this time, we still do not have a signed draft authorization back from Curry County Parks Department. I have attached the updated draft lease agreement (dates have been updated to start 6/1/23) and the application that was submitted in 2019. Please feel free to reach out to me if you have any questions about this.

The Department has approved the request for the above special use lease. Enclosed is a copy of the lease applied for to use state-owned lands in Curry County. Now that you have received the enclosed copy, please complete the following steps:

1. **Read the lease document carefully** to ensure that you understand all of the terms and provisions of the lease. If you have any questions concerning the content of your lease, please call us.
2. **Fill in the information required** on the signature page and the Acknowledgement of Tenant. Have the proper authority **sign** the lease where required; and **have the signature notarized**. Do not fill in the date at the top of the page, the Department will when the lease is authorized.

3. **Send the signed and notarized lease to my attention.** It may be returned via email Support.Services@dsl.oregon.gov or a hard copy mailed in. If sending the hard copy, please write the lease number on the outside of your envelope, below your return address. **Mail to: Department of State Lands, 775 Summer Street NE Suite 100, Salem, OR 97301**
4. **We must receive your signed lease within 30 calendar days of the date of this letter.** If for some reason you are unable to meet this deadline, please contact us.

When we receive your lease, the Department will sign it and return a copy to you for your records.

Thank you for your assistance and patience in this process. Please feel free to contact me if you have any questions or concerns.

Sincerely,



Melissa Pelton
Proprietary Coordinator
Southwest Region & Columbia County
melissa.pelton@dsl.oregon.gov
971-599-9153

Enclosure: State Special Use Lease 62277-SU
2019 Special Use Lease application



Special Use Application Form

RECEIVED
Date Received

SEP 25 2019

RECEIVED \$ 750.00
DEPARTMENT OF STATE LANDS
#122689

AGENCY WILL ASSIGN NUMBER

Oregon Department of State Lands Application No. 62277-SU

SEND COMPLETE AND SIGNED APPLICATION TO:

(West of the Cascade Crest)

WESTERN REGION

Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279
503-986-5200
FAX: 503-378-4844

www.oregonstatelands.us

(East of the Cascade Crest)

EASTERN REGION

Department of State Lands
1645 NE Forbes Road, Suite 112
Bend, OR 97701
541-388-6112
FAX: 541-388-6480

☒ New ☐ Renewal ☐ Assignment ☐ Modification ☐ Amendment

1 - APPLICANT INFORMATION

Applicant's Name and Address:

Curry County
94235 Moore St, Suite 122
Gold Beach Oregon 97444

Business Phone: _____

Home Phone: 541-247-3296

Fax: (541) 247-2718

Email Address: Boc_office@co.curry.or.us

Co-Applicant's Name and Address:

Business Phone: _____

Home Phone: _____

Fax: _____

Email Address: _____

Authorized Agent Name and Address:

Josh Hopkins, Parks Director
94235 Moore St, Suite 413
Gold Beach Oregon 97444

Business Phone: 541-247-3386

Home Phone: _____

Fax: 541-247-2718

Email Address: hopkinsj@co.curry.or.us

2 - PROJECT LOCATION

Street, Road or other descriptive location		Legal Description			
		Township	Range	Section	Quarter
Social Security Gravel Bar, approximately 4 miles from US HWY 101 up North Bank Chetco RD.		4013			
In or Near (City or Town)	County	Tax Map #		Tax Lot #	
Brookings	Curry	4013-34 -WATER-00		WATER	
Waterway	River Mile	Other			
Chetco River	3, 3 - 4.3	Map Number 40S13W34			

3 - PROJECT INFORMATION

Activity Type (Check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Agriculture | <input type="checkbox"/> Scientific experiments |
| <input type="checkbox"/> Communications facilities | <input type="checkbox"/> Sporting and other events |
| <input type="checkbox"/> Wind farms | <input type="checkbox"/> Outfitting and guiding services |
| <input type="checkbox"/> Industrial, business and commercial purposes | <input type="checkbox"/> Motion picture filming and set construction |
| <input type="checkbox"/> Residence and recreational cabins | <input checked="" type="checkbox"/> Other, please describe use: <u>Recreational Camping</u> |
| <input type="checkbox"/> Native seed harvesting | <u>Facility</u> |

Are you aware of any Endangered Species on the project site?

☐ Yes ☒ No

Are you aware of any Cultural Resources on the project site?

☐ Yes ☒ No

Is the project site near a State Scenic Waterway?

☐ Yes ☒ No

If yes, please explain in the project description (Section 4). How will activity impact area and proposed mitigation?

4 - PROJECT PURPOSE & DESCRIPTION

☐ Existing

☒ Proposed

Project Purpose and Need: Establishing the Social Security Bar along the Chetco River as a recreational camping facility. For many years residents living around the Social Security Bar have voiced concerns with public nuisances that take place year round on the property. Illegal dumping, illegal fires, camping, late night partying, and off-road vehicle use have upset and at times overshadowed the peaceful recreational activities of the day. Creating a recreational camping facility with County Park Rules and Regulations being enforced should curb this abusive behavior of this amazing waterway. See attached Proposal for more details.

Project Description: Curry County is looking to gain lease options of both the DSL owned Social Security Gravel Bar, and 1.6 acre City of Brookings owned access point; for creation of a recreational camping facility that outdoor enthusiast of all ages can enjoy. See attached proposal for further details.

Estimated Start Date: 1/01/2020

Estimated Completion Date:

5 - ADDITIONAL INFORMATION

Names, address and phone number for adjacent property owners.

NIELSEN, GORDON & OLGA
98744 N BANK CHETCO RIVER RD
BROOKINGS, OR 97415
(541)469-2853

Has the applicant received any prior authorizations from the Department of State Lands? ☐ Yes ☒ No

If yes, what identification number(s) were assigned: _____

State of Oregon # _____

6 - CITY/COUNTY PLANNING AFFIDAVIT

(to be completed by local planning official)

- ☐ This project is not regulated by the local comprehensive plan and zoning ordinance.
☐ This project has been reviewed and is consistent with the local comprehensive plan and zoning ordinance.
☐ This project has been reviewed and is **not** consistent with the local comprehensive plan and zone ordinance.
☒ Consistency of this project with the local planning ordinance cannot be determined until the following local approval(s) are obtained:

- ☒ Conditional Use Approval ☐ Development Permit
☐ Plan Amendment ☐ Zone Change
☐ Other: _____

An application ☐ has ☒ has not been made for local approvals checked above.

Becky Crockett
Signature of local planning official

Planning Director
Title

Curry County
City / County

9/11/2019
Date

7 - BUSINESS INFORMATION

LIMITED LIABILITY COMPANY: Complete the following

- a) Do you have authority from the Oregon Secretary of State to do business in the State of Oregon? ☐ Yes ☐ No
b) Is the LLC presently in good standing with the Oregon Secretary of State? ☐ Yes ☐ No
c) In what state is the LLC primarily domiciled? _____
d) Is the LLC name and the Oregon business address the same as stated in this application? ☐ Yes ☐ No
If no, state the legal Name: _____

Address:

Street or Box Number

City

State

Zip Code

Additionally, a LIMITED LIABILITY COMPANY must submit the following with the application:

- a) A certified copy of the company's Articles of Organization
b) A copy of the company's operating agreement

CORPORATION: Complete the following:

- a) Do you have authority from the Oregon Secretary of State to do business in the State of Oregon? ☐ Yes ☐ No
b) Is the corporation presently in good standing with the Oregon Secretary of State? ☐ Yes ☐ No
c) In what state are you incorporated? _____
d) Is the legal corporation name and Oregon business address the same as stated in this application? ☐ Yes ☐ No

If no, state the legal Corporate Name: _____

Address:

Street or Box Number

City

State

Zip Code

PARTNERSHIP OR JOINT VENTURE: Complete the following

NAME	BUSINESS ADDRESS	%SHARE	DIVISION

TRUST: Complete the following for each beneficiary of the Trust:

NAME	BUSINESS ADDRESS

OR identify the Trust document by title, document number, and county where document is recorded:

TITLE

DOCUMENT NUMBER

COUNTY

A resolution that the individual designated to sign the lease is authorized to act on behalf of the company in this matter.


**8 - ATTACH ALL THE FOLLOWING FOR APPROVAL:
INCOMPLETE APPLICATIONS WILL BE RETURNED**

- a) A street or highway location map with road directions to the site from the nearest main highway or road.
- b) A legal description of the lease area with an accurate delineation of the area relative to the tax lot boundaries of the upland parcel. (The department may require a survey for this purpose).
- c) A separate drawing of all existing and proposed structures for the lease area. Label each separate activity type stated in Section 3 and show the dimensions of each area by length and width, as stated in Section 3.
- d) Supplemental Attachment: i.e. for Communication Chetco River Social Security Bar Proposal, Public Meetings List, Email Communications with Department of State Lands, Google Map showing directions from Brookings Oregon to Social Security Bar.
- e) Non-refundable application fee of \$750. ✓

9 - APPLICANT SIGNATURE

I hereby request a state authorization for 20 (number) years.

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I understand that the granting of other permits by local, county, state or federal agencies does not release me from the requirement of obtaining the authorization requested before commencing the project. I understand that payment of the required state application fee does not guarantee authorization.


Applicant Signature


Curry County Director of Operations
Title

9/11/19
Date

I appoint the person named below to act as my duly authorized agent.

Josh Hopkins
Print /Type Name

Curry County Parks Director
Title

 9/11/2019
Authorized Agent Signature Date

CURRY COUNTY

Chetco River Social Security Bar

Proposal

Josh Hopkins, county parks director

6/6/2019



In order to maintain a safe and sanitary experience that recreationist of all ages can enjoy, Curry County is pursuing a lease option for the Department of State Lands owned Social Security Bar along the Chetco River near Brookings Oregon.

Proposal Contents

• Executive Summary	page 1
• Curry County's Goal for the Social Security Bar	2
• Proposed Use Map	3
• Tax Lot Map	4
• Current Signage	5
• Permanent Recreational Campground at Access Point	6
• Cost/Revenue Summary	7
• Letters of Support	8-9

Executive Summary

The Social Security Bar is located on the North Bank of the Chetco River approximately 4 miles from Highway 101. The City of Brookings owns the 1.6 acre access point, and the Department of State Lands (DSL) owns the connected gravel bar. The large gravel bar is enjoyed by many outdoor recreationalists like fishermen, boaters, and swimmers. Currently there are no facilities onsite, and there is no active management of the area.

For many years residents living around the Social Security Bar have voiced concerns with public nuisances that take place year round on the property. Illegal dumping, illegal fires, camping, late night partying, and off-road vehicle use have upset and at times overshadowed the peaceful recreational activities of the day. The City of Brookings has had several workshops on what to do to correct these actions. Over the years numerous ideas like gates, installing a camp host, and cameras have been reviewed. During a May, 2015 Workshop a letter with a petition signed by 35 citizens from the area was presented detailing the issues and requesting a gate.

Complicating the issue is deciding whose jurisdiction enforcement falls to for the area. The access is owned by the City of Brookings, but does not lie within city limits. While it is within the County limits, the Bar is State owned, and sometimes has to wait for Oregon State Police to respond. While combined law enforcement will respond to these areas, the nuisance calls are often after dark when Officers are not readily available. In these cases, as there are no eyes and ears on the property to take down license plates and vehicle descriptions, the people dumping trash and running off-road vehicles all hours of the night often do so without consequence.

In order to continue the conversation on how to best address the concerns of the public, and preserve the recreational beauty of the area, Curry County held a Board of Commissioner (BOC) Workshop in August 2018. Parks Director, Josh Hopkins, presented an idea to the BOC of working with the City of Brookings to gain ownership of the access point to develop a campground facility on and proposed leasing the DSL gravel bar. The City of Brookings had a follow-up City Council Workshop in October 2018 confirming they were interested in exploring this possibility. Curry County had another Workshop in April 2019 where the BOC gave a consensus to work on a proposal for this project. The County Parks Department has been in contact with a DSL representative, who indicated they are open to seeing a proposal.

Curry County is proposing a long term lease of the DSL Social Security Bar. For this lease to be viable Curry County would be seeking the ability to charge for dry RV camping on a section of the Social Security Bar, from May 31st-December 31st season, to offset the operational cost of maintaining the area. The current dollar estimate for ongoing management is \$7,430 annually. Curry County would provide an onsite camp host to help maintain and enforce County Park Regulations, trash service, sanitary restroom facilities, and actively work towards building a campground on the city owned access point, that the county will be pursuing ownership of.

Providing an onsite camp host with the ability to accurately report instances of illegal dumping, fires, parties, and off-road vehicles is expected to quickly curb these actions. This type of joint partnership restores the public trust in its government organization's ability to collaborate and protect the recreational lands placed aside for their enjoyment. The main goal is to provide a safe and sanitary experience that recreationist of all ages can enjoy.

Curry County's Goals for the Social Security Bar

Insure and maintain public access

Create and maintain a public facility that promotes safe and sanitary outdoor recreational activities

Stop illegal dumping

Stop and regulate current illegal camping

Stop illegal campfires, late night partying, and the public nuisances the area is known for



Proposed DSL Property Use Maps for County Management



Above- The property area in interest is the Social Security Bar, its boundary is marked in red. Orange line separates the proposed Day Use Only Area from RV Camping Area.

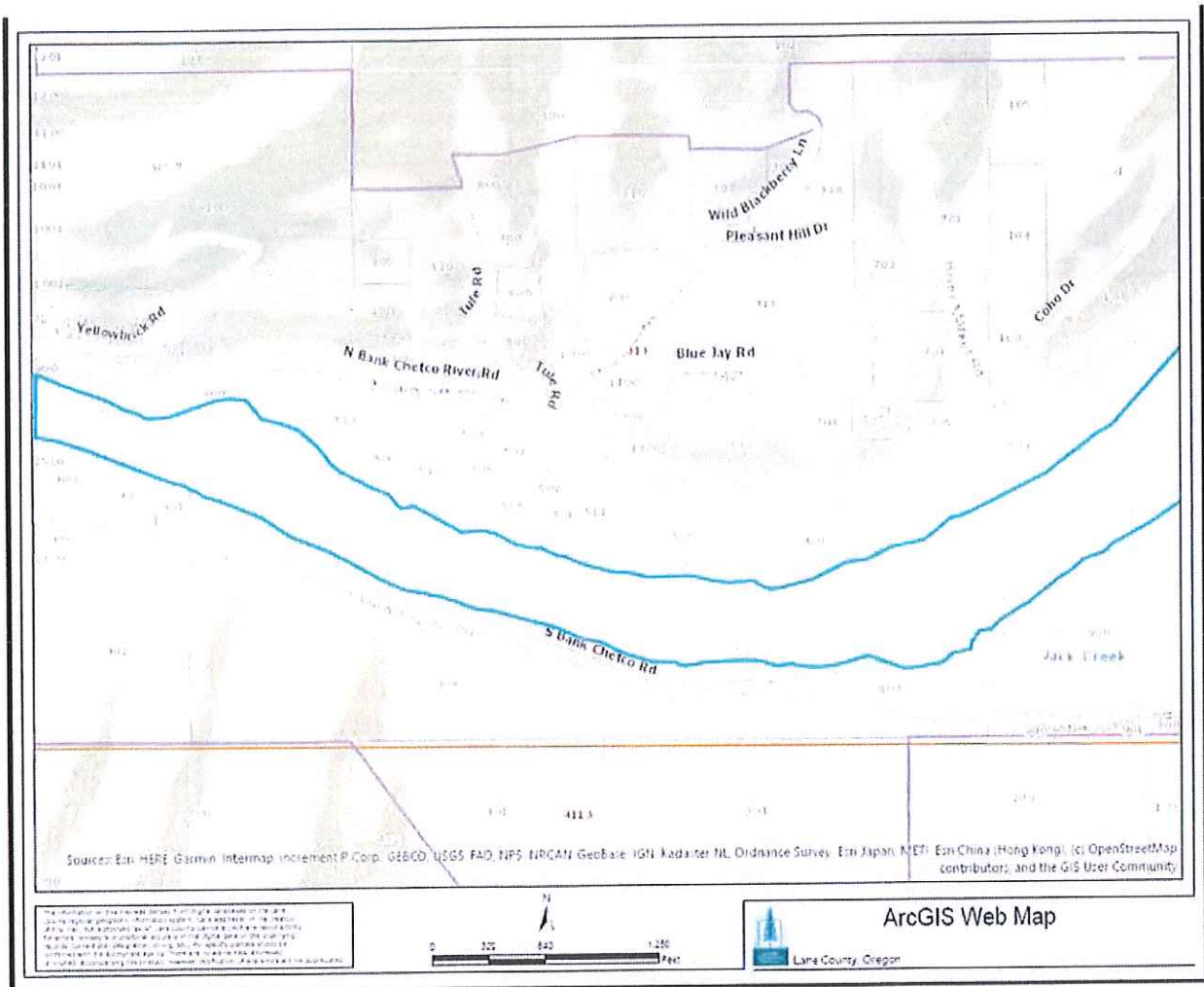


Above- Closer view of proposed Day Use Only Area (1) and RV Camping Area (2). Having a Day Use Only section will help insure public access, and cause less impact on neighbors as the dry RV camping will be away from their view. The dry RV camping on the DSL property is intended to offset the County's management cost.

where Access to day-use

Tax Map

The Social Security Bar is listed in the Curry County GIS system as being Maptaxlot number: 4013-34 -WATER-00 shown below outlined in blue. The City of Brookings access point is Taxlot number 503, property ID R25575, approximately 1.6 acres in size.



Signage

This is the current signage at Social Security Bar. After a deal is final with the City of Brookings, Curry County Parks would update the verbiage stating something similar to “Curry County Parks Presents, DSL’s Social Security Bar Day Use and Campground.” We would clearly list the camping season May 31st-December 31st, and the relevant rules and regulations on the sign.



Permanent Recreational Campground at Access Point

Below is an example of what kind of campground could be built on the City of Brookings owned access point that Curry County is seeking ownership of. This is only an example, and the County would look to limit the spaces built to possibly 12 campsites. Allowing for seasonal dry RV camping on the gravel bar is important as it provides the funds for developing a year round campground off the bar. A proposed time frame would be as follows: Year one; establish a camp host site at the access point, trash services, temporary restroom facilities, and charge for dry recreation vehicle bar camping. Year Two; have designs and Master Development Plan for campground created. Year three; establish permanent restroom facilities at access point. Year five; establish and build camping facilities on the access point.



Estimated Annual Cost Summary

Year Round Camp Host- \$3600.00yr

1 Cubic yard trash weekly- \$143.95/mo, expected for June-Sept, then 4 Cubic as needed at \$145per call. \$1200.00yr

Temporary sani-cans bi-weekly- Standard \$90/mo, during peak season would want at least two of each. \$1440.00yr

Camp Host Septic- \$98 pumps or possibly purchase 250gal holding tank. \$890.00yr

Janitorial Supplies- \$300.00yr

Current total estimate- \$7430.00 annually

Comparable Estimated Revenue

Currently gravel bar camping is allowed at three Forestry Campgrounds approximately 10 miles up the Chetco River from the Social Security Bar. Below is a yearly revenue table, not taking into account large fire years.

	Gold Beach Ranger District Bar Camping:			
	2013	2014	2015	2018
Redwood:	\$10,567	\$12,005.50	\$7,743.00	\$8,651.50
Miller:	\$3,994.73	\$3,735	\$4,257.75	\$6,230.30
Nook:	\$6,227.90	\$6,079	\$6,185.68	\$8,596
Total:	\$20,789.63	\$21,819.50	\$18,186.43	\$23,477.80

As the Social Security Bar is larger, has a better location, and will have a longer season, this facility is expected to generate more revenue than the comparables listed. Allowing for seasonal dry RV camping on a section of the bar is essential. It allows the revenue collected to be available for offsetting the operational cost, and funds the development of a permanent campground on the city owned access point.

To Whom it may Concern,

I am writing you to express my support to rid the neighbors of the noise abuse and countless parties motorcycles driving 90 miles an hour, homelessness and feces , needles, nails, garbage fires and countless other problems we have endured for years.

The response from all involved has always been to point the finger at each other and say it's nobody's fault.

Countless sleepless nights calling the curry county sheriff's dept. to be told there is nothing they can do . No sheriff or state police available.

I'm thrilled to hear an answer finally! Something to benefit everyone the county putting a park in, campground, and a park host, This is a wonderful idea. The land will be treasured and cared for the way it should be. Land this beautiful should not be trampled and treated like garbage it should be respected and viewed as a treasure given to us to use and to leave in the same condition if not better.

Please understand I am not an environmentalist I have lived here since 1972 on the Chetco and believe change is good when it better things a campground would give us a chance for peace and other people visiting more opportunities for places to camp and enjoy are lovely river . This is a golden idea that is a win win.

Sincerely,
Teresa Rice (Rush)

To: Curry County Parks Department
From:
Gordon and Olga Nielsen

7/25/2018

This letter is in support of the development and maintenance of a campground on the Social Security Bar. We feel that this would be a major improvement to the area.

We moved to Brookings several years ago because of the location and the beauty of the area. Before we moved, we had visited multiple times and enjoyed all of the tourist attractions and campgrounds in Curry County. We were impressed with the cleanliness of the facilities. We ended up buying a home and business above the Social Security Bar. Shortly after we moved, we were very disappointed to find out that this area was used as a partying place and dumping ground by irresponsible individuals. The sheriff's department is currently in charge of patrolling the ramp and the Bar. We realize that they are short staffed and cannot give the Social Security Bar the attention that is needed. Something, however, needs to be done about the dumping, littering, and crime on the river. It seems as if developing this area into a campground with a camp host to watch over things is the solution.

We would like to describe more specifics about some of the things that are taking place on the ramp and the Bar. First of all, things such as an old HVAC unit the size of a refrigerator has been dumped on the west end of the Bar and an old broken dryer has been dumped in the bushes on the east end of the Bar. Also, as we are writing this letter, another two bags of yard trash were added to the four that we found two days ago. Yard maintenance trash is dumped on the river bar constantly. This is in addition to the regular garbage we are picking up and throwing away with our own trash. We routinely find McDonalds dishes, cups, fishing lines with hooks on them, paper, boxes, beer cans, plastic bottles and broken pieces of glass. Very often groups of people come to the river at night and stay there screaming, playing very loud music way beyond the time they are allowed to be there. They also start fires relatively close to the brush even during "no fire" seasons. We find many of these fires still burning in the morning when we walk our dog. RVs and trailers as well as cars stay on the Bar overnight even though it is not legally allowed.

In conclusion, we believe that if the County would consider setting up a campground on the territory of the Social Security Bar, it would change the above mentioned dynamics instantly. It would not only clean the place up and preserve its natural attraction for tourists and for the residents, but it would also discourage the illegal activity that is taking place in the area. Besides the other advantages listed above, this could be a good source of revenue for the County. Our desire is to make Brookings a better and more attractive place which will bring benefit to everyone involved.

Thank you for your consideration of this matter.

Sincerely,
Gordon and Olga Nielsen.

Owners of Steevens Storage
98744 N.Bank Chetco River Rd.
Brookings, OR 97415
Phone number (541)469-2853

**STATE OF OREGON
DEPARTMENT OF STATE LANDS
UPLAND LEASE AGREEMENT**

62277-SU

THIS LEASE AGREEMENT (the "Lease") is made and executed between the STATE OF OREGON, acting by and through the Oregon State Land Board and the Department of State Lands ("Landlord"), and Curry County, ("Tenant").

**ARTICLE 1
Definitions**

Anniversary Date means the date which occurs annually each year during the Term of the Lease on the anniversary of the Commencement Date.

Approved Use. "Approved Use" or "Approved Uses" means a use of the Premises described in Section 5.1 or to which Landlord has given written consent.

Cancellation Notice. "Cancellation Notice" means written confirmation of cancellation of the Lease.

Commencement Date. "Commencement Date" means the last date upon which this Lease is executed by the Landlord or Tenant, or as specified in Section 3.1.

Construction Work. "Construction Work" means any grading or excavating for, or the building or demolition of, an Improvement on the Premises performed by or for Tenant, but not including the removal of aggregate or related site grading performed in Tenant's normal course of business.

Contractor. "Contractor" means a licensed, bondable, reputable contractor selected by Tenant or any Subtenant in accordance with the terms of this Lease under Section 7.2.

Design Professional. "Design Professional" means a suitably qualified and experienced architect or engineer licensed to practice as such in the State of Oregon.

Governmental Authority. "Governmental Authority" means any Federal, State or local jurisdiction that exercises authority over the Premises or the activities of Tenant. For the purposes of this Lease, Governmental Authority includes Tenant.

Hazardous Materials. "Hazardous Materials" means any material regulated by federal or state environmental protection laws or any material that may pose a threat to human health or the environment, including without limitation, hazardous substances, pesticides, herbicides, or petroleum products.

Impositions. "Impositions" means all taxes, assessments, fees and other special or general charges assessed against the Land by a taxing body or regulatory authority.

Improvements. "Improvements" means all buildings, structures, fixtures, fences, interior roads, garages, parking lots, fountains, utility installations, excavations, surfacing, water banks or channels, landscaping, grading and plantings which are currently located on the Premises and, following completion, all construction work to be performed on the Premises by Tenant or at Tenant's direction or under Tenant's authority in accordance with this Lease, and applicable codes and ordinances.

Institutional Lender. "Institutional Lender" means a commercial provider of financing in the form of mortgages or loans secured by one or more deeds of trust.

Insurance Trustee. "Insurance Trustee" means a neutral third party appointed by Landlord and Tenant for the purpose of holding and disbursing insurance proceeds following a casualty loss.

Land. "Land" means the Landlord-owned real property situated in the County of Curry, State of Oregon, more particularly described in Exhibit A, attached hereto, that is the subject of the Lease.

Landlord. "Landlord" means the State of Oregon, acting by and through its Department of State Lands, or its successors and assigns.

Late Payment Rate. The "Late Payment Rate" means the maximum rate of interest permitted by applicable law after a default, such rate not to exceed nine (9) percent annually.

Lease. "Lease" means this Lease Agreement together with all Exhibits attached hereto. This Lease is subject to:

- a) all applicable state and federal statutes, rules, and regulations in effect on the Commencement Date of this Lease, and insofar as is constitutionally permissible, and
- b) all statutes, rules, and regulations which become effective after the Commencement Date of this Lease.

Lease Year. "Lease Year" means a year of 365 days (366 days in a leap year) commencing on the Commencement Date and each subsequent Anniversary Date.

Leasehold Mortgage. "Leasehold Mortgage" means any mortgage, deed of trust, or other security instrument encumbering Tenant's leasehold estate created hereby and which is in favor of an Institutional Lender.

Leasehold Mortgagee. "Leasehold Mortgagee" means the holder, trustee or beneficiary of a Leasehold Mortgage who is an Institutional Lender.

Annual Rent. "Annual Rent" means the rent specified in Section 4.1, due and payable on the Lease anniversary date during the Term of the Lease.

Person. "Person" means any entity, whether an individual, trustee, corporation, partnership, trust, unincorporated organization or otherwise.

Premises. "Premises" means Tenant's leasehold interest in the Land and any Improvements situated thereon.

Tenant. "Tenant" means Curry County and Tenant's successors and assigns hereunder.

Term. "Term" means the period of time during which the Lease shall be in effect, as described in Sections 3.1.

Unavoidable Delay. "Unavoidable Delay" means delay due to strikes, lockouts, acts of God, unavailability of labor or material, embargoes, war, enemy action, civil commotion, fire, windstorm, flood, explosion, earthquake, unavoidable casualties, building or use moratorium imposed by applicable Governmental Authority, activities necessary to remediate any environmental condition of the Premises not caused by Tenant, or other similar causes beyond the reasonable control of Tenant, including any delay caused by the act or omission of Landlord.

Utilities. "Utilities" means all services and public utilities delivered to, provided for, or consumed on the Premises, including, without limitation, such services as janitorial and garbage pick-up and such utilities as natural and propane gas, water, sewer, storm sewer, electricity, cable television, and telephone and telefacsimile services.

Work. "Work" means all construction work, development and improvements to the P remises to be performed by or on behalf of Tenant.

ARTICLE 2

Lease of the Premises

2.1 **Demise.** Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the Premises described in Exhibit A. PROVIDED, HOWEVER, that the Premises shall at all times during the term of this Lease be subject to the rights of Landlord and to the limitations on uses set out in this Lease. Landlord also specifically reserves the right to use all access roads and easements, and to use the Premises as necessary to access that portion of said property that is not subject to this Lease.

2.2 **Sale of Premises.** Landlord reserves the right to sell Landlord's Fee Interest in all or any part of the Land at any time during the term of this Lease. Any such sale or sales of the Land shall be made subject to Tenant's rights under this Lease.

2.3 **Encumbrances; Reservation of Rights.** This Lease is subject to the following matters to the extent that they affect the Premises:

- a) Any lien, charge, claim or other encumbrance whether of record or not, to the extent valid and subsisting and affecting the Premises;
- b) The effect of all present building restrictions and regulations and present and future zoning laws, ordinances, resolutions and regulations and all present ordinances, regulations and orders of all boards, bureaus, commissions and bodies and any county, state or federal agency, now having, or hereafter having acquired, jurisdiction of the Premises and the use and improvement thereof, including, but not limited to, Curry County's zoning ordinance and plans;
- c) The condition of the Premises on the Commencement Date;
- d) All taxes (including local improvement rates), duties, assessments, special assessments, water charges and sewer rents and any other Impositions, accrued or unaccrued, fixed or not fixed;

e) Any facts and any current violations of law, ordinances, orders or requirements that might be disclosed by an accurate physical survey, or an examination and physical inspection or search of the Premises by any Governmental Authorities, as the same may exist on the Commencement Date; and

f) Landlord's reserved right to locate, construct, install, and maintain sewers, utility lines, dredge pipes, transit tubes, telecommunications lines, and similar installations or facilities in, on, under, over or across the Premises, and, further, Landlord's right to grant to third parties, rights of way, easements, or other rights to come on, move under, over, or across, gain access to, or otherwise use the Premises during the term of this Lease provided, that said Landlord's reserved right shall not unreasonably interfere with the right of quiet enjoyment of the Tenant and any Subtenant, and that Landlord shall provide reasonable prior notice in the event Landlord intends to exercise said reserved right.

2.4 Tenant's Waiver of Claims.

a) Tenant hereby acknowledges that it has had the opportunity to undertake all inspections and investigations of the Premises as it deems necessary; has requested of Landlord, and has reviewed, all reports, studies and investigations of the Premises as it deems necessary, and has otherwise undertaken such due diligence as it deems appropriate with respect to the Premises. Tenant acknowledges that it is leasing and accepts the Premises and the Improvements on an "As Is" and "Where Is" basis. Tenant acknowledges and agrees that Landlord has not made nor is Tenant relying upon any representations or warranties made with respect to the Premises, including but not limited to, the condition of the Premises, the use(s) to which the Premises may be put or for which the Premises may be developed.

b) Tenant hereby releases and waives claims against Landlord, its officers, public officials, employees, agents or contractors for injury or damage to person, property, or business sustained in or about the Premises by Tenant, its agents, employees, invites, customers, or other occupants or users of the premises, which injury or damage results from any act, neglect, occurrence, or condition (including pre-existing conditions) in or about any Improvement or the Premises, unless such damage is caused by Landlord, its officers, public officials, employees, agents or contractors.

2.5 Indemnity.

a) *Landlord's obligations.* To the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and subject to ORS Chapter 180, Landlord shall indemnify, defend and hold harmless Tenant, its managers, employees, agents and invitees, from all claims, suits, actions and proceedings by third parties (collectively "Claims") (including reasonable attorneys' fees and expenses incurred in connection with such Claims) for personal injury, death or property damage occurring in, on or about the Premises, to the extent such injury or damage is caused by Landlord's gross negligence or intentional or reckless misconduct.

b) *Tenant's obligations.* To the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and subject to ORS Chapter 180 (to the extent such provisions of the Oregon Constitution, the Oregon Tort Claims Act and ORS Chapter 180 are applicable to Tenant), Tenant shall indemnify, defend and hold harmless Landlord, its directors, managers, employees, agents and invitees, from all Claims (including reasonable attorneys' fees and expenses incurred in connection with such Claims) for personal injury, death or property damage occurring in, on or about the Premises, to the extent such injury or damage is caused by Tenant's gross negligence or intentional or reckless misconduct.

2.6 **Landlord's Waiver of Claims.** Landlord hereby waives and releases Tenant, its officers, employees, agents or contractors from any and all liability, claims and damages of any type or kind that are caused by or are the proximate result of the acts or omissions of Landlord, its officers, employees or agents, except to the extent that the liability, claims or damages are related to or arise out of activities or omissions by Tenant, its agents, employees, or contractors.

ARTICLE 3

Term

3.1 **Term and Early Termination.** This Lease will continue for a period of 20 years commencing on June 1, 2023, the month and date of which will be known as the "Commencement Date" and expiring on May 31, 2043, unless terminated earlier as provided under Section 13.

ARTICLE 4

Rent

4.1 **Commencement.** Tenant shall provide in-kind services as Annual Rent as soon as possible but no later than one (1) year after Commencement Date.

4.2 **In-Kind Services In-Lieu of Annual Rent.** Commencing as soon as possible but no later than one (1) year after Commencement Date, except as otherwise provided herein, Tenant shall provide in-kind services without any abatement, offset, or deduction:

- a.) Year-Round Camp Host
- b.) Trash Services at a level sufficient to manage generated waste amounts
- c.) Restroom Facilities at a level sufficient to manage public needs
- d.) Litter Pickup at a frequency sufficient to maintain the site in a clean and sightly condition

4.3 **Terms for in-kind services.** All services being performed in lieu of Annual Rent will be conducted continuously throughout the duration of this authorization.

4.4 **No Partnership and No Principal-Agent Relationship.** Nothing in this Lease shall be construed to render Landlord in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Landlord and Tenant, nor shall the Lease be construed to authorize either to act as agent for the other except as expressly provided to the contrary herein. Further, Tenant is not an "officer," "employee," or "agent" of Landlord, as those terms are used in ORS 30.265.

ARTICLE 5

Uses of the Premises

5.1 **Approved Uses.** The Premises shall be improved, used and maintained by Tenant as a day use/dry RV camping facility and in compliance with the conditions set forth in attachment 1. Tenant shall ensure that any use of the Premises complies at all times during the Term with all applicable laws and regulations, including but not limited to all building restrictions and regulations, zoning laws, ordinances, resolutions, regulations and orders of all boards,

bureaus, commissions and bodies and any county, state or federal agency, now having, or hereafter having acquired, jurisdiction of the Premises and the use and improvement thereof.

5.2 **No Impairment of Reversionary Rights.** Tenant shall not suffer or permit the Premises, or any portion thereof, to be used by the public, as such, in a manner which would permit a claim or claims of:

- a) adverse usage or adverse possession by the public, as such, or
- b) implied dedication of the Premises or any portion thereof to the public, as such. Any easements, dedications or other similar rights or obligations created or granted by Tenant shall affect only Tenant's leasehold estate in the Premises and shall not encumber or affect the Landlord's Fee Interest without Landlord's prior written consent.

5.3 **No Use in Violation of Law.** Tenant will not use or allow the Premises or any part thereof to be used or occupied for any purpose other than a use stated in Section 5.1 or, notwithstanding Section 5.1, for any unlawful purpose or in violation of any certificate of occupancy or certificate of compliance covering or affecting the Premises, or any part thereof, and Tenant will not suffer any dangerous condition to exist on the Premises or any part thereof unless appropriately safeguarded, and Tenant will not do or suffer to be done any act on the Premises which, in law, constitutes a nuisance, public or private (except that the development and/or continued use of an aggregate processing plant and associated buildings shall not constitute a private nuisance), or which may make void or voidable any insurance then in force with respect thereto.

ARTICLE 6

Taxes and Utilities

6.1 **Payment of Impositions.** In addition to the Annual Rent required to be paid under this Lease, Tenant shall pay or cause to be paid, and Tenant hereby agrees to pay, Tenant's share of all Impositions falling due or applicable during the Term of the Lease and any extended term, if applicable. Any and all Impositions and installments of Impositions required to be paid by Tenant under this Lease shall be paid by Tenant before each such Imposition or installment becomes delinquent and a true and correct copy of the official receipt for the payment of such Impositions shall be delivered to Landlord within fifteen (15) calendar days after the date such Impositions would be delinquent as provided by law. The payment of Impositions and all other sums required to be paid by Tenant under this Lease shall constitute additional rent.

ARTICLE 7

Construction

7.1 **Conditions to Construction.** Prior to commencement of any Construction Work for any Improvements started after the Commencement Date of the Lease, and before any building materials have been delivered to the Premises by Tenant or under Tenant's direction or authority, Tenant shall comply with all the following conditions or obtain Landlord's written waiver of the condition or conditions specified in the waiver:

- a) **Preliminary Plans.** Tenant shall deliver to Landlord for Landlord's reasonable approval, one (1) set of preliminary construction plans and specifications

(Preliminary Plans) at least sixty (60) calendar days prior to the proposed date for commencing the Construction Work.

The Preliminary Plans shall be prepared by a design professional or engineer licensed to practice as such in Oregon. The Preliminary Plans shall include, as applicable, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, locations of ingress and egress to and from public thoroughfares and the curbs, gutters, parkways, street lighting, storage areas, plazas, public areas and landscaping and all other items customarily required by construction lenders to be included in plans and specifications for similar projects located in Curry County.

b) **Final Plans.** Upon approval of Landlord, which approval shall not be unreasonably withheld, the Preliminary Plans shall be designated the "Final Plans" and shall serve as the basis for the Construction Work.

c) **Building Permit.** Tenant shall, at its own cost and expense:

i. cause the Final Plans, or such appropriate parts thereof as may be necessary, to be filed with the appropriate governmental agencies ("Building Department"); and

ii. as a condition to commencing any phase of construction for which a permit is necessary, obtain such permits.

Promptly after issuance, a copy of each permit shall be delivered to Landlord. After such permit or permits are issued based upon the plans previously approved by Landlord, Tenant shall, at Tenant's sole cost and expense, proceed with diligence and continuity to carry out the Construction Work in accordance with the Final Plans and the requirements of all applicable governmental agencies. Landlord agrees, if requested by Tenant, to join in any request for authorization or application in connection with Tenant's performance of the Construction Work on the Premises or conducting business thereon at no cost to Landlord. Tenant may deliver working drawings and plans to any governmental body, or Institutional Lender, in connection with its application for a building permit or other permits provided that the same are first delivered to Landlord for approval as herein provided.

7.2 **Contractor.** All Construction Work shall be performed by licensed, bondable, reputable Contractors registered with the Construction Contractors Board as required in ORS chapter 701.

7.3 **Compliance With Law and Quality.** The Construction Work shall be performed in accordance with all statutes, ordinances, regulations, and orders of all federal, state, county, or local governmental agencies or entities having jurisdiction over Construction Work, the Premises, and the Improvements. All Construction Work performed on the Premises pursuant to this Lease, or authorized by this Lease, shall be done in a good and workmanlike manner, and only with materials of good and durable quality.

7.4 **Completion.** Tenant shall cause all Construction Work to be diligently pursued without unnecessary interruption.

7.5 **Inspection.** Landlord shall have the right, but not the obligation, to inspect the Premises in relation to the Construction Work at all reasonable times during normal business hours, upon reasonable prior notice to Tenant. Landlord's inspections shall not unreasonably interfere with the progress of such Construction Work. This Section shall in no way control any

right of governmental inspection necessary and permitted under applicable codes and ordinances.

7.6 **Tenant's Construction Indemnity.** Tenant hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatever to all persons, whether employees or otherwise, and to all property, arising from the performance of the Construction Work whether on the Premises, on adjacent property or on surrounding or nearby public streets; and to the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and subject to ORS Chapter 180 (to the extent such provisions of the Oregon Constitution, the Oregon Tort Claims Act and ORS Chapter 180 are applicable to Tenant), Tenant shall defend, indemnify and hold harmless Landlord, its directors, managers, employees, agents and invitees, from all Claims (including reasonable attorneys' fees and expenses incurred in connection with such Claims), for personal injury, death or property damages arising from, relating to, or occurring in connection with the Construction Work, excluding any gross negligence or wilful misconduct of Landlord or Landlord's officers, employees, or agents.

ARTICLE 8

Liens and Mortgages

8.1 **No Liens Permitted On Reversion.** Tenant will not create or permit to be created by its acts or omissions or the acts or omissions of its, contractors or subcontractors or to remain, and will discharge, any lien, encumbrance or charge which might be or become a lien, charge, or encumbrance on the fee interest of Landlord or any part thereof and will also discharge any lien levied on account of any Imposition or any mechanic's, laborer's or materialman's lien, mortgage, conditional sale, title retention agreement, security agreement or otherwise which might be or become a lien, encumbrance or charge upon the fee interest of Landlord or any part thereof and which has any priority or preference over or ranks on a parity with the estate, rights and interest of Landlord in the Land or any part thereof; provided, however, nothing herein shall require payment by Tenant of any lien or encumbrance on the Premises created by Landlord's acts or omissions or which is imposed upon Landlord by reason of Landlord's ownership of the fee estate (other than the Impositions) regardless of the tenancy of Tenant and not caused by the acts or omissions of Tenant. Tenant further agrees that Tenant will not, except as in this Lease provided, suffer or create any other matter or thing whereby the reversionary estate, rights and interest of Landlord in the Premises or any part thereof might be impaired; and any Imposition shall, after the same becomes a lien on the Premises, be paid (or contested) by Tenant in accordance with Article 6 hereof, and any mechanic's, laborer's or materialman's lien incurred by Tenant shall be discharged (or contested) in accordance with Section 8.2 below.

8.2 **Mechanic's Liens.** If any mechanic's, laborer's or materialman's lien shall at any time be recorded against the Premises or any part thereof, Tenant shall immediately provide a copy of such claim of lien to Landlord and within twenty (20) business days after notice to Tenant of such lien or claim of lien, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged as herein provided within the period aforesaid, then, in addition to any other right or remedy which Landlord may have under this Lease or otherwise, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to defend

the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of any judgment in favor of the lienor with interest, costs and allowances included in such judgment, and recover such sums plus interest from Tenant.

8.3 **No Implied Consent.** Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Landlord's Fee Interest or any part thereof if not paid.

8.4 **No Encumbrance of Leasehold Interest Without Prior Consent.** Tenant, its successors and assigns shall not encumber the Leasehold interest of Tenant, nor mortgage or grant a security interest in Tenant's interest in this Lease or the Premises or in any Subleases without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

ARTICLE 9

Maintenance and Repairs

9.1 **Maintenance by Tenant.** Throughout the Term of this Lease, Tenant, at its sole cost and expense, will take good care of the Premises and appurtenances thereto and every part of and portion thereof and any sidewalks, parking lots, garages, driveways, walls, concrete aprons, utility systems, piers, curbs and vaults adjoining and/or appurtenant to the Premises and will keep the same in good order and condition, and will make all necessary repairs and environmental remediation, as required by Article 16, thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and unforeseen and foreseen, all to the effect that the Premises shall throughout the term of this Lease be maintained in good condition, less normal wear and tear, suitable for their intended use.

9.2 **Requirements of Governmental Authorities.** At all times during the term of the Lease, Tenant, at Tenant's own cost and expense, shall:

a) Make all alterations, additions, or repairs to the Premises and/or the Improvements required by the terms of any applicable law, ordinance, statute, order, or regulation now or hereafter made or issued by any Governmental Authority; including, without limitation, Title III of the Americans with Disabilities Act of 1990, all regulations issued thereunder and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, as the same are in effect on the Commencement Date of this Lease and as may be hereafter modified, amended or supplemented.

b) Observe and comply with all applicable laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Premises and/or the Improvements by any Governmental Authority;

Tenant's indemnity obligations under Section 2.5(b) include any Claims arising or resulting from Tenant's failure to comply with or perform the requirements of this Section 9.2.

9.3 **No Duties on Landlord.** Landlord shall not be required to furnish any services or facilities whatsoever or to make any repairs or alterations in or to the Premises or the

Improvements. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, development and management of the Premises and the Improvements throughout the entire Term of this Lease.

ARTICLE 10

Ownership of Improvements

10.1 **Ownership of Improvements During Term.** All Improvements at any time constructed on the Premises by Tenant shall be owned by Tenant until expiration of the Term hereof or sooner termination of this Lease as herein provided. Tenant or any successors to their rights shall not remove any Improvements from the Premises nor waste, destroy, or modify any Improvements except as permitted by this Lease. Tenant may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its own cost and expense without approval from Landlord.

10.2 **Ownership at Termination.** Upon expiration or termination of this Lease, Tenant shall remove all structures, fixtures, partitions and personal property within sixty (60) days of the date of termination unless expressly authorized by Landlord in writing.

ARTICLE 11

Insurance

11.1 **Self Insurance.** Tenant is self-insured for liability coverage. Upon Landlord's request, Tenant shall promptly furnish to Landlord evidence of such self-insurance describing its coverage for liability exposures. If, at any time during the Term of this Lease, Tenant ceases to be so self-insured, then it shall immediately procure and maintain insurance pursuant to Sections 11.2 and 11.3.

11.2 **Commercial General Liability Insurance.** Concurrent with the execution of this Lease, Tenant, at Tenant's sole expense, shall procure and shall thereafter maintain in full force and effect throughout the entire Term of the Lease, Commercial General Liability insurance against claims for injury or death to persons or damage to property occurring on or about the Premises with minimum limits of liability of \$100,000.00 combined single limit for each occurrence. Such insurance shall include, but not be limited to, Bodily Injury Liability, Personal Injury Liability, Property Damage Liability, Broad Form Property Damage Liability, Fire Legal Liability, Contractual Liability, Products/Completed Operations Liability, and Liability for Property of Others in the care, custody, and control of Tenant.

The liability insurance shall cover all operations and activities of Tenant including, but not limited to, Tenant's own direct activities on and off the Premises, all construction, repair and improvement activities on and off the Premises and all explosion, collapse, and underground exposures associated with these activities.

11.3 **Insurance Requirements.** All insurance policies required under this Lease shall include these additional provisions, conditions, and requirements:

- a) The Landlord shall be named as additional insured on all policies.
- b) Tenant shall provide Landlord written notice of any cancellation or material modification to the policies purchased by Tenant at least thirty (30) days prior to the effective date of such cancellation or change.

c) Tenant shall provide properly executed Certificates of Insurance to the Landlord at least ten (10) days prior to occupancy of the Premises and prior to commencement of any Construction Work, and thereafter, at least thirty (30) days prior to the effective date of any renewal or replacement policy.

d) At its sole discretion, Landlord may require that true and certified copies of one or more insurance policies be provided to Landlord for its review and retention in its files.

e) All policies of insurance shall be issued by companies licensed or authorized to provide insurance in the State of Oregon. All such policies shall be written by insurance companies that meet or exceed an A rating of A.M. Best Company or for those qualified companies that are not rated by A.M. Best Company a rating equivalent or better than an A.M. Best A rating.

f) If Tenant shall fail or refuse to procure, pay for or keep in force the policies of insurance set forth herein, or to deliver evidence of such insurance to Landlord, Landlord may, at its election, place in force and/or from time to time renew such insurance. All amounts expended for such insurance, together with interest thereon at an annual rate of ten percent (10%) per annum, shall be additional rent due from Tenant to Landlord payable within fifteen (15) days after invoices are delivered to Tenant.

g) Tenant may purchase an Umbrella Liability Policy to provide the limits of coverage specified for Sections 11.2 and 11.3 so long as such policy provides coverage at least as broad as specified for the individual policies, is equivalent or in excess of the limits specified for each individual policy, and the policy applies directly above (without gap in limit of liability) the individual underlying policy.

h) Unless otherwise specifically agreed in writing by the Landlord prior to the effective date of the policy(ies):

i. All liability insurance policies shall be written on an occurrence coverage basis;

ii. All insurance policies shall be non assessable;

iii. All property insurance policies purchased by Tenant shall contain or be endorsed acknowledging that the insurer waives its rights of subrogation against Landlord; and

iv. All insurance policies procured by Tenant shall be primary and non contributing with any insurance that may be carried by Landlord.

i) At the termination of this Lease for whatever reason, in the event Tenant is able to assign to Landlord its right, title, and interest in the insurance policies required to be maintained hereunder, and provided Landlord agrees to such assignment, Landlord shall reimburse Tenant pro rata for all advanced premiums paid on such insurance.

j) All property insurance shall be specifically acknowledged and endorsed by the insurer whereby the insurer agrees to make any and all payments as applicable under said policies payable to Tenant and Landlord jointly.

ARTICLE 12

Mortgaging and Subleasing

12.1 **Leasehold Mortgage.** If Tenant is not then in default under this Lease, Tenant may, with the prior written consent of Landlord and subject to the terms and conditions as may reasonably be imposed, dispose of all or any portion of Tenant's interest under this Lease and the leasehold estate hereby created to any trustee by way of a deed of trust in favor of any Leasehold Mortgagee, for the purpose of creating an encumbrance on such interest.

12.2 **Subleasing.** Subleasing is not allowed under the terms of this lease.

ARTICLE 13 **Tenant's Default**

13.1 **Events of Default/Cure and Termination.** The occurrence of any of the following events shall be an "Event of Default" hereunder:

a) If Tenant fails to pay any installment of Annual Rent or additional rent when and as the same shall become due and payable and, as to any other sums required to be paid by Tenant under this Lease, when and as the same shall become due and payable, and such failure continues for a period of ten (10) calendar days after written notice given by Landlord to Tenant;

b) If Tenant fails to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease and such failure continues for a period of thirty (30) calendar days, after written notice given by Landlord to Tenant;

c) The subjection of any right or interest of Tenant under this Lease to attachment, execution, or other levy, or to seizure under legal process;

d) The appointment of a receiver to take possession of the Premises and/or Improvements or of Tenant's interest in the leasehold estate or of Tenant's operations for any reason, including but not limited to, assignment for the benefit of creditors or voluntary bankruptcy proceedings, but not including receivership:

i. pursuant to administration of the estate of any deceased or incompetent

Tenant or of any deceased or incompetent individual partner of any Tenant, or

ii. pursuant to a Leasehold mortgage, or

iii. instituted by Landlord, the event of default being not the appointment of a receiver at Landlord's instance but the event justifying the receivership, if any;

e) An assignment by Tenant for the benefit of creditors or the filing of a voluntary petition by or against Tenant under any law for the purpose of adjudicating Tenant as bankrupt; or for extending time for payment, adjustment or satisfaction of Tenant's liabilities to creditors generally; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency;

f) Tenant's failure to comply with Hazardous Materials Laws or with any requirement in Article 16;

g) Tenant's failure to procure, maintain or qualify for such insurance as Landlord may from time to time require in accordance with the provisions of Article 11.

13.2 **Notice to Certain Persons.** Landlord shall, before pursuing any remedy, give notice of any Event of Default to Tenant and Leasehold Mortgagees, if any, whose names and mailing addresses were previously given to Landlord.

13.3 **Landlord's Remedies.** If any Event of Default by Tenant shall continue uncured, following notice of default as required by this Lease (if any is required), for the period applicable to the default under the applicable provision of this Lease, Landlord has the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative:

a) **Termination.** Landlord may at its election terminate this Lease by giving Tenant notice of termination.

b) **Right of Reentry and Ejection.** Landlord may reenter, take possession of the Premises and Improvements and eject all parties in possession or eject some and

not others or eject none and may remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

c) **Reletting.** Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use or purpose of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the Lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concessions. Landlord shall be entitled to all rents from the use, operation, or occupancy of the Premises or Improvements or both.

d) **Damages.** Whether or not Landlord cancels, takes possession of or relets the Premises, Landlord has the right to recover its damages, including without limitation, (i) all lost rentals; (ii) all costs incurred by Landlord in restoring the Premises or otherwise preparing the Premises for reletting; (iii) and all costs incurred by Landlord in reletting the Premises; provided that, the amount Landlord may recover that represents damages for lost rental shall be limited to: (i) all rent that was due to the date of termination, plus (ii) all amounts of rent that would have fallen due as rent for the six month period following the date of termination, less (iii) the amounts recovered by Landlord from relettings or attornments, if any, plus (iv) interest on the balance at the Late Payment Rate.

13.4 **Right To Sue More Than Once.** Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages shall bar a later action for damages subsequently accruing.

13.5 **Landlord's Right to Cure Defaults.** If Tenant fails to perform any obligation under this Lease, after the cure period, if any, Landlord shall have the option to so perform after giving written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the Prime Rate from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

13.6 **Remedies Cumulative.** The remedies given to Landlord herein shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Lease.

13.7 **Surrender of Premises.** Promptly after notice of termination, Tenant shall surrender and vacate the Premises and Improvements in broom-clean condition.

13.8 **Waiver of Breach.** No waiver by a party of any default by the other shall constitute a waiver of any other breach or default by the other, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding default by Tenant other than default in the payment of the particular rental payment so accepted, regardless of Landlord's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of rent or any other payment after

termination constitute a reinstatement, extension, or renewal of this Lease or revocation of any notice or other act by Landlord.

ARTICLE 14

Hazardous Materials

14.1 **Use of Hazardous Materials.** Tenant will be responsible for any and all Hazardous Materials that Tenant brings onto the Premises and for any other material the use, generation, manufacture, storage or disposal of which may violate Department of Environmental Quality (DEQ) standards or create a safety or environmental hazard or result in a DEQ violation. Tenant shall keep and maintain the Premises in compliance with any and all laws regulating the use, generation, manufacture, storage and disposal of Hazardous Materials. Tenant shall not cause or permit the use, generation, manufacture, storage or disposal on, under or about the Premises, or the transportation to or from the Premises, of any Hazardous Materials in violation of any law or regulation relating to such Hazardous Material.

14.2 **Tenant's Indemnity Obligations.** Tenant's indemnity obligations under Section 2.5(b) include any Claims arising in any manner whatsoever out of:

- a) a breach of the obligations of Section 14.1; or
- b) the use, generation, manufacture, storage or disposal of Hazardous Materials on, under, or about the Premises after the Commencement Date or during any previous lease of the Premises by Tenant; or
- c) surface migration of Hazardous Materials onto the Premises caused by or arising in connection with activities conducted on or associated with the Premises during the term of this Lease or during any previous lease of the Premises by Tenant.

Tenant's indemnity obligations under this Section 14.2 shall include, but not be limited to: (i) all liabilities, losses, claims, demands, penalties, fines, settlements, damages, response, remediation, closure or inspection costs; (ii) any expenses (including reasonable attorney and consultant fees, investigation expenses, and laboratory and litigation costs) of whatever kind or nature that are incurred by Landlord; (iii) any personal injuries or property damages, real or personal; (iv) any violations of law, orders, regulations, requirements or demands of governmental authorities; and (v) any lawsuit brought or threatened, settlement reached, or government order arising out of or in any way related to the release of Hazardous Materials on the Premises after the Commencement Date or during any previous lease of the Premises by Tenant.

PROVIDED, HOWEVER, that Tenant's indemnity obligations under this Section 14.2 shall not include any liability, damage, loss, costs, and expense suffered by Landlord and resulting from:

- a) Hazardous Materials present in or on or under the Premises as of the Commencement Date unless caused by Tenant or its employees, agents or invites during any previous lease of the Premises by Tenant; or
- b) Hazardous Materials present in or on or under the Premises as of the Commencement Date that migrate, percolate, flow, diffuse, or in any way move within, from or off the Premises after the Commencement Date, unless caused by Tenant, its employees, agents, invites or sublessees during any previous lease of the Premises by Tenant.

The indemnities of Tenant provided in this Section shall survive the expiration or earlier termination of this Lease.

14.3 **Notice.** Landlord agrees to give prompt written notice to Tenant with respect to any suit or claim initiated or threatened to be initiated against Landlord which Landlord has reason to believe is likely to give rise to a claim for indemnity hereunder, and Tenant shall promptly proceed to provide an appropriate defense, compromise, or settlement of such suit or claim at its sole expense; provided, however, that Landlord shall have the right promptly to furnish counsel at Tenant's sole expense to carry out such defense, compromise, or settlement, which expenses, as well as payments in satisfaction, settlement or compromise of such suit or claim, shall be immediately due and payable to Landlord upon receipt by Tenant of an invoice therefor.

14.4 **Remediation by Tenant.** Without limiting the foregoing, if Tenant, its agents, contractors, guests, invites or cause or permit Hazardous Materials to be used, generated, manufactured, stored, disposed of or released on the Premises during the term of this Lease, any extended term, or during any prior occupancy or lease of the Premises by Tenant in violation of any Hazardous Material laws, or (subject to Section 14.5) if Hazardous Materials enter upon the Premises from or through surface migration, Tenant shall promptly take all actions at its sole expense to comply with all laws and regulations governing such use, generation, manufacture, storage, disposal or release of such Hazardous Materials and/or to remediate the condition created by such Hazardous Materials; provided that except in an emergency Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld.

14.5 **Surface Migration.** If surface migration onto the Premises of Hazardous Materials was not caused by and did not arise in connection with activities being conducted on or associated with the Premises during the Term of this Lease or during any prior lease of the Premises by Tenant, and if Tenant is not otherwise responsible for the surface migration, Tenant shall not be obligated to indemnify Landlord under this section for the damages caused by such surface migration, nor shall Tenant be required to bear the cost of remediation related to such surface migration.

14.6 **Disclosure.** Within five (5) business days after the receipt of written notice thereof, Tenant shall advise Landlord and Landlord shall advise Tenant, as the case may be, in writing of:

- a) any and all notices of enforcement or other governmental or regulatory actions pursuant to which cleanup or remediation of Hazardous Materials on the Premises will be required; and
- b) all written claims made by any third party against Tenant or Landlord, as the case may be, or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from Hazardous Materials on the Premises.

14.7 **Inspection.** Landlord and its agents shall have the right, but not the duty, at Landlord's sole cost and expense to conduct reasonable inspections of the Premises, to determine whether Tenant is complying with this Article 14.

14.8 **Governing Provisions for Environmental Matters.** Notwithstanding any other provision of this Lease, this Article 14 and Section 2.5(b) shall supersede and take precedence over all other provisions of this Lease regarding environmental matters including, but not limited to, the scope of indemnification of Landlord by Tenant and the survival of the indemnification provisions contained in this Lease. Nothing in this Article 14 is intended nor shall it limit Landlord's rights in the event of default, as set out in Article 13 of this Lease.

14.9 **Notice of Hazardous Materials; Limitation of Tenant Liability.** Landlord hereby acknowledges that it has made available to Tenant such information as is currently available and known by the Department of State Lands regarding Hazardous Materials existing on the Premises. Tenant shall have no responsibility for remediating any Hazardous Materials existing as of the Commencement Date, except Hazardous Materials that were used, generated, manufactured, stored or disposed of by Tenant or any of its employees, agents or assigns during the term of this Lease or during any prior occupancy or use of the Premises by Tenant, or as required in Section 9.1. Landlord and Tenant agree that any Hazardous Materials pre-existing this Lease or any prior occupancy or use of the Premises by Tenant, whether known or unknown to the parties, that become evident as a result of Tenant's occupancy shall be the sole responsibility of Landlord, and Landlord will be responsible to DEQ for remediation of such pre-existing conditions.

ARTICLE 15

Notices

15.1 Any notice, communication, request, reply or advice, or duplicate thereof (herein severally and collectively, for convenience called "notice") provided or permitted to be given under this Lease to any person, entity, or party, or made or accepted by either party to any other party must be in writing and shall, unless otherwise in this instrument or by law expressly provided, be given or be served by:

- a) depositing the same in the United States mail, postage prepaid, registered or certified mail, with return receipt requested, or
- b) personal delivery service with charges therefor billed to shipper, or
- c) expedited delivery service with charges therefor billed to shipper, or
- d) prepaid telegram, telex or facsimile, all such notices, however given, to be addressed to the party for whom the notice is intended at the address set forth below or at such other address as any party may have designated to any other party in the manner above provided.

Any notice or communication sent as herein provided shall be deemed received:

- a) upon receipt if sent by telegram, telex or facsimile or if personally delivered (provided that such delivery is confirmed by the receiving telex or facsimile operator, including electronic confirmation of receipt, or by the courier delivery service, as the case may be),
- b) three (3) business days after the date of deposit in a post office or other official depository under the care and custody of the United States Postal Service, if sent by United States mail;
- c) on the date of delivery by any expedited delivery service, or
- d) on the date any party declines to accept any notice given as herein provided.

No person or entity who is entitled to notice or is required to be given notice hereunder shall have an address, for the purposes of such notice, which is outside the continental United States; and any such person or entity shall designate an agent for the purpose of receiving notices hereunder whose address is within the continental United States. Any party may change its address for the purposes of receiving notices hereunder by giving notice of such change of address to the other party in the manner required for giving notices pursuant to this Article 15.

If to Tenant:

Curry County
94235 Moore St, Suite 122
Gold Beach, OR 97444

Telephone: 541-247-3296
Fax: 541-247-2718

If to Landlord:

Department of State Lands
775 Summer Street NE Suite 100
Salem, OR 97301
Telephone: 503-986-5200
Fax: 503-378-4844

ARTICLE 16

Surrender of Premises; Holding Over

16.1 **Good Condition.** The Lease shall terminate without further notice at expiration of the Term. On expiration or sooner termination of the Lease, Tenant shall surrender the Premises and, subject to Article 10, the Improvements, and all facilities in any way appurtenant to the Premises, to Landlord in good order, condition and repair, and in as safe and clean condition as practicable, reasonable wear and tear and acts of God excepted, and free and clear of all liens and encumbrances, and Hazardous Materials other than those which have been created by Landlord. Any holding-over by Tenant after expiration of the Lease shall not constitute a renewal or extension or give Tenant any rights in or to the Premises except as otherwise expressly provided in the Lease.

16.2 **Survival.** The provisions of this Article 16 shall survive the expiration or any termination of this Lease.

ARTICLE 17

Miscellaneous

17.1 **Governing Law.** This Lease, and all matters relating to this Lease, shall be governed by the laws of the State of Oregon in force at the time any need for interpretation of or decision regarding this Lease arises.

17.2 **Binding on Successors.** This Lease shall be binding on and shall inure to the benefit of the parties and to the successors, but nothing in this section shall be construed as a consent by Landlord to any disposition or transfer of the Lease or any interest herein by Tenant except as otherwise expressly provided in this Lease.

17.3 **Partial Invalidity.** Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

17.4 **Time of Essence.** Time is expressly declared to be the essence of Tenant's performance of each and every duty and obligation under this Lease.

17.5 **Nonmerger of Fee and Leasehold Estates.** If both Landlord's and Tenant's estates in the Premises or the Improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger except at the express election of the holder of both estates and the consent of each Leasehold Mortgagee of record.

17.6 **Agreement to Act Reasonably.** Except where specifically provided to the contrary in this Lease, in each instance in this Lease where the approval or consent of a party is required, both Landlord and Tenant intend and agree to act reasonably. As used in the foregoing sentence, the term "reasonable" shall not be interpreted as justifying arbitrary action but shall mean an even-handed application of judgment in accordance with all applicable requirements of federal and state law, traditional business policies and practices, industry standards and commercial usage and custom concerning major real estate transactions involving properties similar to the Premises. Except where specifically provided to the contrary, any approval or consent shall not be unreasonably delayed.

17.7 **Joint and Several Obligations.** If Tenant consists of more than one Person, the obligation of all such Persons is joint and several.

17.8 **Captions; Table of Contents.** Any table of contents attached to this Lease and the captions of the various sections of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content or intent of the Lease or of any part or parts of the Lease. This Lease will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Lease, neither this Lease nor any uncertainty or ambiguity herein will be construed or resolved strictly against either party under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

17.9 **Gender, Singular and Plural.** The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires. The singular number includes the plural whenever the context so requires.

17.10 **Exhibits & Attachments.** All Exhibits and attachments to which reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. References to "this Lease" includes matters incorporated by reference.

17.11 **Nondiscrimination and Nonsegregation.** Tenant covenants by and for himself or herself or itself, and for his or her or its heirs, executors, administrators, and assigns, and all persons claiming under or through him or her or it, and this Lease is made and accepted upon and subject to the condition that there shall be no unlawful discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, gender, sexual preference, handicap, marital status, national origin, or ancestry, in the leasing, use, occupancy, tenure, or enjoyment of the Premises herein leased or the Construction Work nor shall the Tenant himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection,

location, number, use, or occupancy, of lessees, contractors, or vendees in the Premises and Improvements herein leased.

17.12 **Quiet Enjoyment.** Landlord covenants that, upon paying the rent and all other charges herein provided for and observing and keeping all covenants and agreements in this Lease on its part to be kept, Tenant shall have the right to occupy the Premises peaceably and quietly in accordance with the terms of this Lease. PROVIDED, HOWEVER, that this covenant of quiet enjoyment is expressly subject to the various encumbrances and reservations of right affecting the Premises and Tenant acknowledges and agrees that its peaceable and quiet possession of the Premises is subject to all encumbrances and reservations of right, whether of record or provided for in this Lease.

17.13 **INDEMNIFICATIONS.** TENANT EXPRESSLY ACKNOWLEDGES AND AGREES TO THE TERMS OF THE INDEMNITY PROVISIONS CONTAINED IN SECTIONS 2.5(b), 7.6, 9.2 AND 14.2 OF THIS LEASE. ALL OBLIGATIONS OF ONE PARTY TO INDEMNIFY THE OTHER PARTY SHALL SURVIVE TERMINATION OR EXPIRATION OF THE LEASE.

17.14 **Execution in Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. For convenience of the parties the signature pages to any counterpart may be detached and reattached to a single counterpart.

17.15 **Inspection.** Landlord shall have the right personally and through Landlord's agents and employees to enter into and onto the Premises to inspect the Premises and examine the conditions thereof.

17.16 **Modification.** Any term or condition of this Lease may be modified upon mutual consent of both parties, but any such modification shall be effective and binding only upon execution by both parties or a written amendment to the Lease.

17.17 **Entire Agreement.** THIS LEASE, TOGETHER WITH THE ATTACHED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS LEASE. TENANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS LEASE SUPERSEDES ALL PRIOR OR EXISTING LEASE OR RENTAL AGREEMENTS BETWEEN THE PARTIES.

17.18 **Authority.** Tenant has full power, authority and legal right to enter into this Lease and to incur and perform its obligations hereunder.

IN WITNESS WHEREOF, Landlord and Tenant have by their duly authorized representatives executed this Lease.

Executed this _____ day of _____, _____.

LANDLORD
State of Oregon, by and through its
Department of State Lands

TENANT
CURRY COUNTY

by:

Authorized Signature/Printed Name

Authorized Signature

STATE OF _____)
County of _____)ss
_____)

The foregoing instrument was acknowledged before me this _____ day
of _____, _____, by _____
(name of officer or agent of political entity)
the _____ of _____
(title of officer or agent) (name of political entity)

Signature
My commission expires _____

Exhibit A
Premises Description
62277

The Premises may be accessed through tax lot 503, 4 miles from HWY 101 on North Bank Chetco River Road and is described as follows:

Starting from the Southern boundary of the end of tax lot 200 vegetation line and the beginning of the riparian gravel bar,

extending S 84-47-19 E 3,800.00 feet, more or less, to the point where tax lot 504 (Township 40S, Range 13W, Section 34, W.M., Oregon) meets the line of Ordinary High Water (OHW),

following the line of OHW and encompassing all dry gravel bar areas as depicted in the attached Exhibit A and excluding any privately owned uplands.

The described use area is separated into two parcels by extending the Western-most boundary of Tax Lot 503 South. All lands within the above described use area lying West of the Western-most boundary of Tax Lot 503 can be further described as Parcel 1. The land within the use area opposite Parcel 1 may be described as Parcel 2.

Containing 615,741 square feet or 14.14 acres, more or less, and as described in the attached Exhibit A.

This description is used to establish the approximate location and extent of the area subject to this Department of State Lands authorized use and was not prepared by a licensed surveyor. All locations, bearings, and distances were developed in the Oregon Coordinate Reference System Standard; Oregon Statewide Lambert Conformal Conic, NAD 1983, International Feet, GRS 1980 Spheroid.

State of Oregon Department of State Lands



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

EXHIBIT A

62277-SU
T40S, R13W Section 34
615,741 Square Feet
Curry County

- ▲ Points of Beginning
- ◆ River Miles
- Description lines
- Subject Area

This map depicts the approximate location and extent of a Department of State Lands. Proprietary authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Document Path: O:\LM\Land Manager Jake\Authorizations.mxd

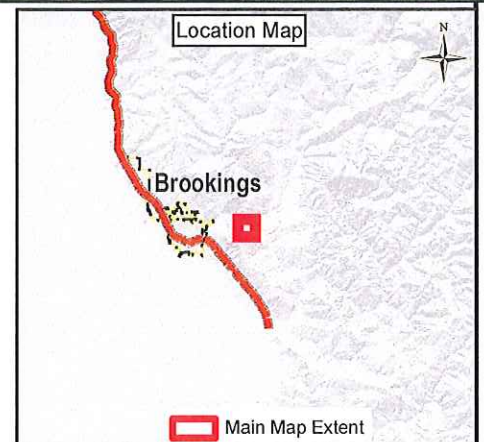
0 260 520

Feet



Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet

State of Oregon
Department of State Lands
775 Summer St NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL
Date: 8/25/2020



Map Producer: jtaylor

Attachment 1

BEFORE THE PLANNING COMMISSION
CURRY COUNTY, OREGON

In the matter of Planning Commission File AD-1925,)
a request for Conditional Use approval for a Dry Camping)
Facility at the Social Security Bar filed by Curry County)
Parks, Located on Assessor's Map 40-13-34, Tax Lot)
#Water-00.)

FINAL ORDER
and Findings of Fact

ORDER in the **APPROVAL** of the Dry Camping Facility with Camp Host at the Social Security Bar of the Chetco River (AD-1925), filed by Curry County Parks. The subject property is located in the Forestry Grazing (FG) zone, and is designated as Assessor Map Number: 40-13-34, Tax Lot #Water-00 in Curry County, Oregon. Said application was filed as provided for in the Curry County Zoning Ordinance (CCZO) on December 19, 2019.

WHEREAS:

The application (AD-1925) is to request allowance of a Dry Camping Facility with Camp Host on property identified as Curry County Assessors Map No. 40-13-34, Tax Lot #Water-00 within the Forestry Grazing (FG) zone in the City of Brookings Urban Growth Boundary (UGB). The property is located approximately 4 miles up the North Bank Chetco River Road at the Social Security Bar.

This matter came before the Curry County Planning Commission as a request (AD-1925) for approval on February 20, 2020. A public hearing was held before the Planning Commission as a matter duly set upon the agenda of a regular meeting on February 20, 2020, after giving public notice to affected property owners and publication in the local newspapers as set forth in Section 2.070 of the CCZO.

At the public hearing on said application, evidence and testimony was presented by the Planning Director and the Parks Director in the form of Findings of Fact, Conclusions, and Exhibits. The hearing was conducted according to the rules of procedure and conduct of hearings on land use matters as set forth in Section 2.140 of the CCZO. The Planning Commission received oral and written evidence concerning this application. A decision was made by the Planning Commission to close the public hearing and the record at that time.

At the conclusion of review and consideration of the evidence in the record and upon a motion duly made and seconded, the Planning Commission voted to **APPROVE** Conditional Use Application AD-1925 based on findings of fact and conclusions of law as set forth in this order and in Exhibit 1 attached hereto and included herein by this reference.

FINDINGS OF FACT:

The Planning Commission hereby adopts the findings in Staff Report dated January 7, 2020 (Exhibit 1) and the written and oral testimony submitted into the public hearing record as the basis for this decision.

CONCLUSIONS OF LAW

1. The burden of proof is upon the Applicant to prove that the proposal does fully comply with applicable ordinance criteria, Oregon State Statutes and Oregon Administrative Rules as set forth in CCZO Section 2.100(1) (a).
2. The Planning Commission finds that Exhibit 1, Findings of Fact and Conclusions and evidence and testimony presented at the hearing and submitted into the Record indicates that the Applicant has provided sufficient information to make a determination to prove that the proposal does fully comply with applicable ordinance criteria, Oregon State Statutes and Oregon Administrative Rules.
3. The Planning Commission finds that the Applicant has met the burden of proof to support approval of the proposed application for a Dry Camping Facility with Camp Host at the Social Security Bar along the Chetco River in the Forestry Grazing (FG) zoning district.


NOW THEREFORE LET IT HEREBY BE ORDERED that AD-1925 a request for Conditional Use approval for the Dry Camping Facility with Camp Host on property located in the Forestry Grazing (FG) zone, and designated as Assessor Map Numbers as 40-13-34, Tax Lot #Water-00, in Curry County, filed by Curry County Parks, be **APPROVED** subject to meeting the following conditions:

1. This Conditional Use Permit shall be valid for a period of one (1) years unless there is a failure of the applicant to comply with all the conditions of approval. Failure to comply with all conditions of approval, or violations concerning the use approved herein, may result in nullification of this approval by the County.
2. The County shall limit the number of dry camping spaces to 50 in the first year of operation. After the first year, the County shall conduct an evaluation as to the results of the proposed use including the benefits derived from having a presence on the site as well as any continued nuisances that have occurred. This information shall be submitted to the Planning Department for review by the Planning Commission. The evaluation shall include recommendations by County Parks for potential future expansion plans.
3. The County shall not remove riparian vegetation or allow dry campers to remove or impede the growth of riparian vegetation on the gravel bar.
4. All camping shall be limited to the willow edges of the gravel bar. This will allow for maximum set back from the river (ODFW Condition).
5. Seasonal dry camping shall be limited to the summer months (until September 30th) as to reduce impacts to anglers using the bar in the fall and winter and when fall chinook are holding in the Social Security area during low flow periods (ODFW Condition).
6. The area designated as dry camping (Area #2 on applicants site map) shall include a buffer on the upstream end of the gravel bar as this is an area of increased habitat

complexity. County Parks Staff shall consult with ODFW to determine the location of the buffer (ODFW Condition).

This order in the **APPROVAL** of AD-1925 was reviewed and approved by the Planning Commission on this 26th day of March, 2020.

CURRY COUNTY PLANNING COMMISSION


Ted Freeman, Chairperson
Planning Commission

3-27-2020
Date


Becky Crockett
Planning Director

3/27/2020
Date

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: July 10, 2023

Originating Dept: Finance & Admin

Signature (submitted by)


City Manager Approval

Subject: Social Security Bar – Agreement with County

Financial Impact:

None.

Background/Discussion:

Illegal activities at Social Security Bar coupled with complaints from adjacent residents have been ongoing for years. A new round of staff discussion about what to do with the City-owned portion of land which includes access to Social Security Bar emerged in 2018.

A prior Curry County Parks Director discussed with County Commissioners at a workshop on August 8, 2018 his interest in the development of the 1.6 acres of City-owned property at Social Security Bar. Commissioners directed him to prepare a proposal to present to the City of Brookings. Staff brought the subject of Social Security Bar back to a City Council Workshop on October 1, 2018. Council was open to the concept of the County developing the property but expressed interest in a long-term lease in lieu of selling the property to the County.

City Council reviewed at a workshop on August 5, 2019, and again on August 12, 2019, where the County provided a proposal to manage the City-owned Social Security Bar access. The Council requested that he take the proposal back to the County and prepare a lease agreement that addresses the following concerns.

- The length of agreement.
- Ensuring that public access to the gravel bar will not be hindered.
- Access to the area in case of requiring an emergency water source.

On March 23, 2020 Council authorized the City Manager to enter into a lease agreement with Curry County for Social Security Bar. The County did not sign the agreement. At the same Council meeting on March 23rd, the City Council declared a temporary State of Emergency due to COVID, and the County did shortly after. As we now know, that lasted for a considerable period of time. Since then, all three County Commissioners have changed, and we have four new City Councilors.

Recently, the County expressed an interest in renewing these discussions. Staff is looking to confirm the City Council's priorities regarding this property, get direction to further discussions with the County, and bring back a draft agreement for Council approval.

Attachments:

- a. Curry County proposal for Social Security Bar

CURRY COUNTY

Chetco River Social Security Bar

Proposal

Josh Hopkins, Curry County Parks Director

7/24/2019



In order to maintain a safe and sanitary experience that recreationist of all ages can enjoy, Curry County is pursuing land transfer options for the City of Brookings owned Social Security Bar Access Point along the Chetco River near Brookings Oregon.

Proposal Contents

• Executive Summary	page 1
• Curry County’s Goal for the Social Security Bar	2
• Proposed Use Map	3
• Tax Lot Map	4
• Current Signage	5
• Permanent Recreational Campground at Access Point	6
• Cost/Revenue Summary	7
• Letters of Support	8-9

Executive Summary

The Social Security Bar is located on the North Bank of the Chetco River approximately 4 miles from Highway 101. The City of Brookings owns the 1.6 acre access point, and the Department of State Lands (DSL) owns the connected gravel bar. The gravel bar is enjoyed by many outdoor recreationalists like fishermen, boaters, and swimmers.

For years residents living around the Social Security Bar have voiced concerns about public nuisances that take place year round on the property. Illegal dumping, illegal fires, camping, late night partying, and off-road vehicle use have upset and at times overshadowed the peaceful recreational activities of the day. The City of Brookings has had several workshops on what to do to correct these actions. Over the years numerous ideas like gates, installing a camp host, and cameras have been reviewed. During a May, 2015 Workshop a letter with a petition signed by 35 citizens from the area was presented detailing the issues and requesting a gate.

Complicating the issue is deciding whose jurisdiction enforcement falls to for the area. The access is owned by the City of Brookings, but does not lie within city limits. While it is within the County limits, the Bar is State owned, and sometimes has to wait for Oregon State Police to respond. While combined law enforcement will respond to these areas, the nuisance calls are often after dark when Officers are not readily available. In these cases, as there are no eyes and ears on the property to take down license plates and vehicle descriptions, the people dumping trash and running off-road vehicles all hours of the night often do so without consequence.

In order to continue the conversation on how to best address the concerns of the public, and preserve the recreational beauty of the area, Curry County held a Board of Commissioner (BOC) Workshop in August 2018. Parks Director, Josh Hopkins, presented an idea to the BOC of working with the City of Brookings to gain ownership of the access point to develop a campground facility on and proposed leasing the DSL gravel bar. The City of Brookings had a follow-up City Council Workshop in October 2018 confirming they were interested in exploring this possibility. Curry County had another Workshop in April 2019 where the BOC gave a consensus to work on a proposal for this project. County Parks sent a proposal for a lease option to DSL; a DSL representative has reported the Agency is in favor of a long term lease.

Curry County is proposing an ownership transfer, wherein the City of Brookings donates the access point property to Curry County with the following restrictions. Place a recreational restriction in the deal wherein if Curry County attempts to use the property for a non-recreational purpose, ownership returns to the City. Create a roads width easement from N. Bank Chetco River Rd to the gravel bar property line.

Curry County will provide an onsite camp host to help maintain and enforce County Park Regulations, trash service, sanitary restroom facilities, and actively work towards building a campground on the access point. Providing an onsite camp host with the ability to accurately report instances of illegal dumping, fires, parties, and off-road vehicles is expected to quickly curb these actions. This type of governmental teamwork restores the public trust in its government organization's ability to collaborate and protect the recreational lands placed aside for their enjoyment. The main goal is to provide a safe and sanitary experience that recreationist of all ages can enjoy.

Curry County's Goals for the Social Security Bar

Insure and maintain public access

Create and maintain a public facility that promotes safe and sanitary outdoor recreational activities

Stop illegal dumping

Stop and regulate current illegal camping

Stop illegal campfires, late night partying, and the public nuisances the area is known for



Proposed Property Use Maps for County Management



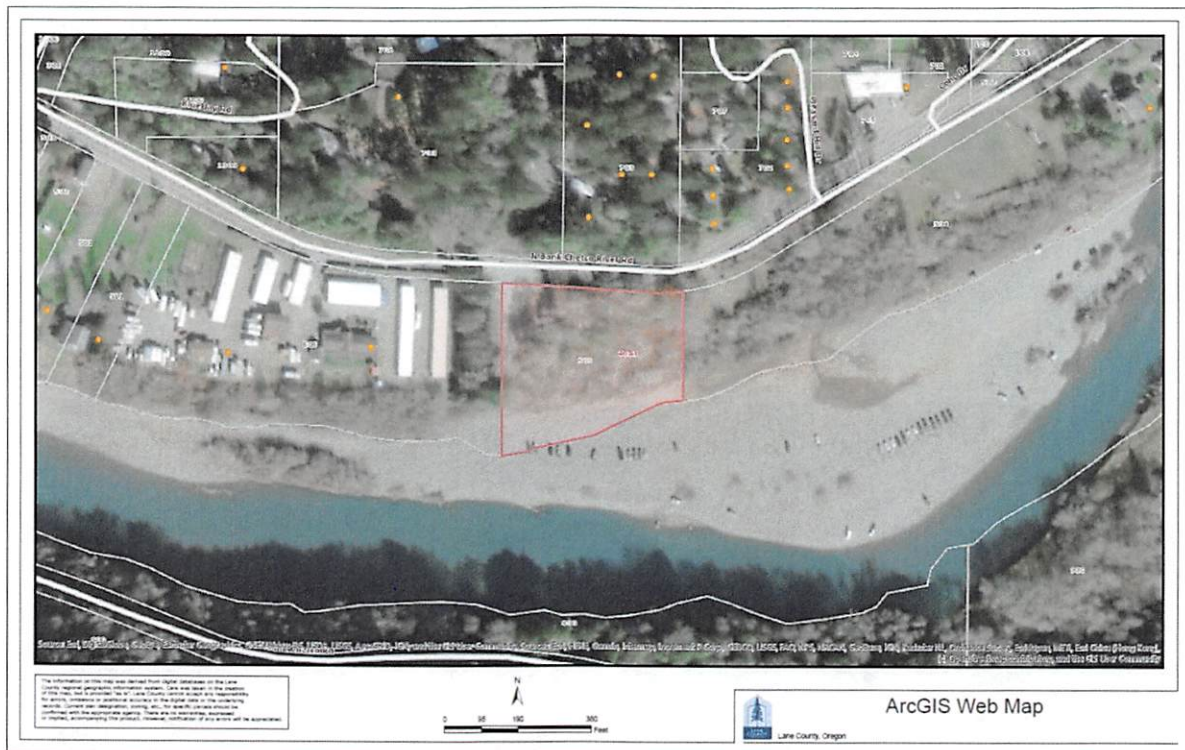
Above- The property area of interest is the City owned Social Security Bar Access Point; its boundary is marked by the red box. The blue lined area is the DSL owned parcel the County is pursuing a lease of for Dry RV.



Above- Closer view of proposed Day Use Only Area (1) and RV Camping Area (2), separated by orange line. Having a Day Use Only section will help insure public access, and cause less impact on neighbors as the dry RV camping will be away from their view. The yellow dash line represents the proposed City of Brookings easement area. The easement adds an additional layer of protection to insure the public's unblocked access to the area.

Tax Map

The City of Brookings access point is Taxlot number 503, Map Taxlot 4013-34 -00503-00, property ID R25575, approximately 1.6 acres in size. The County is proposing this property be donated for use of a recreational facility. The County will be actively developing a permanent public campground on the access point. Donating the property for a project that will create and expand on the public's recreational opportunities, shows not only great intergovernmental cooperation, but reassures the public's trust in the jurisdictions who are managing their lands.



Signage

Below is the current signage at Social Security Bar. After an agreement is finalized with the City of Brookings, Curry County Parks would update the verbiage stating something similar to “Curry County Parks Presents, DSL’s Social Security Bar Day Use and Campground.” We would clearly list the camping season May 31st-December 31st, and the relevant rules and regulations on the sign. Additionally the County would create a separate interpretive sign explaining the history of the Social Security Bar, and highlight the cooperative nature between the different governmental agencies that facilitated its creation as a recreational facility for the public’s enjoyment.



Permanent Recreational Campground at Access Point

Below is an example of what kind of campground could be built on the City of Brookings owned access point that Curry County is purposing be donated. This is only an example, and the County would look to limit the spaces built to possibly 12 campsites. A proposed time frame would be as follows: Year one; establish a camp host site at the access point, trash services, temporary restroom facilities, and charge for dry recreation vehicle bar camping. Year two; have designs and Master Development Plan for campground created. Year three; establish permanent restroom facilities at access point. Year five; establish and build camping facilities on the access point.



Estimated Annual Cost Summary

Year Round Camp Host- \$3600.00/yr

1 cubic yard trash weekly- \$143.95/mo, expected for June-Sept, then 4 cubic yard as needed at \$145per call. \$1200.00/yr

Temporary sani-cans bi-weekly- Standard \$90/mo, during peak season would want at least two of each. \$1440.00/yr

Camp Host Septic- \$98 pumps or possibly purchase 250gal holding tank. \$890.00/yr

Janitorial Supplies- \$300.00/yr

Current total estimate- \$7430.00/yr

Comparable Estimated Revenue

Currently gravel bar camping is allowed at three Forestry Campgrounds approximately 10 miles up the Chetco River from the Social Security Bar. Below is a yearly revenue table, not taking into account large fire years.

	Gold Beach Ranger District Bar Camping:			
	2013	2014	2015	2018
Redwood:	\$10,567	\$12,005.50	\$7,743.00	\$8,651.50
Miller:	\$3,994.73	\$3,735	\$4,257.75	\$6,230.30
Nook:	\$6,227.90	\$6,079	\$6,185.68	\$8,596
Total:	\$20,789.63	\$21,819.50	\$18,186.43	\$23,477.80

As the Social Security Bar is larger, has a better location, and will have a longer season, this facility is expected to generate more revenue than the comparables listed. Allowing for seasonal dry RV camping on a section of the bar is essential. It allows the revenue collected to be available for offsetting the operational cost, and funds the development of a permanent campground on the City owned access point the County is interested in gaining ownership of.

To Whom it may Concern,

I am writing you to express my support to rid the neighbors of the noise abuse and countless parties motorcycles driving 90 miles an hour, homelessness and feces , needles, nails, garbage fires and countless other problems we have endured for years.

The response from all involved has always been to point the finger at each other and say it's nobody's fault.

Countless sleepless nights calling the Curry County Sheriff's Dept. to be told there is nothing they can do . No Sheriff or State Police available.

I'm thrilled to hear an answer finally! Something to benefit everyone the County putting a park in, campground, and a park host, This is a wonderful idea. The land will be treasured and cared for the way it should be. Land this beautiful should not be trampled and treated like garbage it should be respected and viewed as a treasure given to us to use and to leave in the same condition if not better.

Please understand I am not an environmentalist I have lived here since 1972 on the Chetco and believe change is good when it better things a campground would give us a chance for peace and other people visiting more opportunities for places to camp and enjoy are lovely river . This is a golden idea that is a win win.

Sincerely,
Teresa Rice (Rush)

To: Curry County Parks Department
From:
Gordon and Olga Nielsen

7/25/2018

This letter is in support of the development and maintenance of a campground on the Social Security Bar. We feel that this would be a major improvement to the area.

We moved to Brookings several years ago because of the location and the beauty of the area. Before we moved, we had visited multiple times and enjoyed all of the tourist attractions and campgrounds in Curry County. We were impressed with the cleanliness of the facilities. We ended up buying a home and business above the Social Security Bar. Shortly after we moved, we were very disappointed to find out that this area was used as a partying place and dumping ground by irresponsible individuals. The sheriff's department is currently in charge of patrolling the ramp and the Bar. We realize that they are short staffed and cannot give the Social Security Bar the attention that is needed. Something, however, needs to be done about the dumping, littering, and crime on the river. It seems as if developing this area into a campground with a camp host to watch over things is the solution.

We would like to describe more specifics about some of the things that are taking place on the ramp and the Bar. First of all, things such as an old HVAC unit the size of a refrigerator has been dumped on the west end of the Bar and an old broken dryer has been dumped in the bushes on the east end of the Bar. Also, as we are writing this letter, another two bags of yard trash were added to the four that we found two days ago. Yard maintenance trash is dumped on the river bar constantly. This is in addition to the regular garbage we are picking up and throwing away with our own trash. We routinely find McDonalds dishes, cups, fishing lines with hooks on them, paper, boxes, beer cans, plastic bottles and broken pieces of glass. Very often groups of people come to the river at night and stay there screaming, playing very loud music way beyond the time they are allowed to be there. They also start fires relatively close to the brush even during "no fire" seasons. We find many of these fires still burning in the morning when we walk our dog. RVs and trailers as well as cars stay on the Bar overnight even though it is not legally allowed.

In conclusion, we believe that if the County would consider setting up a campground on the territory of the Social Security Bar, it would change the above mentioned dynamics instantly. It would not only clean the place up and preserve its natural attraction for tourists and for the residents, but it would also discourage the illegal activity that is taking place in the area. Besides the other advantages listed above, this could be a good source of revenue for the County. Our desire is to make Brookings a better and more attractive place which will bring benefit to everyone involved.

Thank you for your consideration of this matter.

Sincerely,
Gordon and Olga Nielsen.

Owners of Steevens Storage
98744 N.Bank Chetco River Rd.
Brookings, OR 97415
Phone number (541)469-2853



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
7/19/2023	Public Hearing	
Time Needed:		
5 minutes		
Financial Impact:	Description and Background:	
n/a	<p>Curry County is eligible to apply for a 2023 Community Development Block Grant from the Business Oregon. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. CCD is applying for this grant on behalf of Curry County and the Langlois Water District for improved infrastructure.</p>	
Category:		
<input checked="" type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
Requested Motion:		
Attachments:	Instructions Once Approved:	
1. Affidavit of Publication	File with Clerk	
2.		
3.		
4.		
5.		
Contact Person – Name and Department:		Date Submitted:
Miranda Plagge- Economic Development		7/10/23

AFFIDAVIT OF PUBLICATION



Country Media Inc. - Curry County
519 Chetco Avenue, Suite 7, Brookings, OR 97415
P.O. Box 700, Brookings, OR 97415

STATE OF OREGON - COUNTY OF CURRY

Curry County Economic Development
94235 Moore Street #122
Gold Beach, OR 97444

REFERENCE: Account 42896 Ad 366670

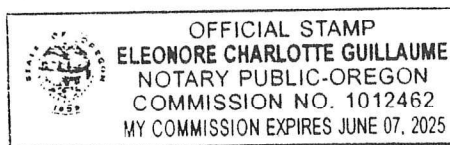
I, **Shawn Hedgecorth**, am over the age of eighteen years, and am not party to or interested in the above-entitled matter. I first duly sworn, deposed and say that I am the Legal Clerk for the CURRY COASTAL PILOT, a newspaper of general circulation, as defined by sections 193.010 and 193.020 O.R.S.; and published in Brookings, Oregon, in the aforesaid county and state; that I know from my personal knowledge that the **Notice of Public Hearing** copy was published in the entire issue of said newspaper **1 time(s)** in the following issue(s): **July 5, 2023**.

A handwritten signature in blue ink, appearing to read "Shawn Hedgecorth", written over a horizontal line.

Legal Clerk, **Shawn Hedgecorth**, Subscribed and sworn before on this **5th day of July, 2023**.

A handwritten signature in blue ink, appearing to read "Eleonore Charlotte Guillaume", written over a horizontal line.

Notary Public of Oregon



Public Notice and Notice of Public Hearing

Curry County is eligible to apply for a 2023 Community Development Block Grant from the Business Oregon. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes.

Approximately \$11 million will be awarded to Oregon non-metropolitan cities and counties in 2023. The maximum grant that a city or county can receive is \$2.5 million dollars for a public work project.

Curry County is preparing an application for a 2023 Community Development Block Grant from the Business Oregon for

Langlois Water District. It is estimated that the proposed project will benefit at least 218 persons of whom 51% will be low or moderate income.

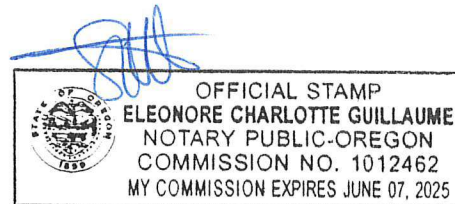
A public hearing will be held by the Curry County Board of Commissioners at 10:00 am on July 19th, 2023, in the Board of Commissioners (Hearing Room). The purpose of this hearing is for the Board of Commissioners to obtain citizen views and to respond to questions and comments about community development and housing needs, especially the needs of low - and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project, and the proposed project.

Written comments are also welcome and must be received by 9:00 am on July 19, 2023, at 94235 Moore Street Gold Beach, Oregon 97444 Both oral and written comments will be considered by the Curry County Board of Commissioners in deciding whether to apply.

The location of the hearing is accessible to persons with disabilities. Please contact Natasha Tippets of the Board of Commissioners Office at (541) 247-3296, if you will need any special accommodation to attend or participate in the meeting. More information about Oregon Community Development Block Grants, the proposed project, and records about Curry County's past use of Community Development Block Grant funds are available for public review at

94235 Moore Street, # 122,
Gold Beach, Oregon 97444,
during regular office hours.
Advance notice is
requested. If special
accommodation is needed,
please notify Natasha
Tippets of the Board of
Commissioners Office at
(541) 247-3296 so that
appropriate assistance can
be provided.

Permanent involuntary
displacement of persons or
businesses is not
anticipated as a result from
the proposed project. If
displacement becomes
necessary, alternatives will
be examined to minimize the
displacement and provide
required/reasonable
benefits to those displaced.
Any low - and moderate-
income Housing that is
demolished or converted to
another use will be replaced.
Published: July 5, 2023.
Pilot & ONPA P366670





CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
7/19/23		Public Hearing- Completion of CDBG Small Business and Microenterprise Grant Program	
Time Needed:			
5 min			
Financial Impact:		Description and Background:	
n/a		Curry County is completing a Small Business and Microenterprise Assistance Grant Program funded with Community Development Block Grant funds from the Oregon Business Development Department. Executive Director of CCD Theresa Haga will give a summary of the program and it's accomplishments.	
Category:			
<input checked="" type="checkbox"/> Action/Discussion			
<input type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
n/a			
Attachments:		Instructions Once Approved:	
1. Affidavit of Publication		File with Clerk	
2.			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
Miranda Plagge -Economic Development		7/10/23	

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P.O. Box 700, Brookings, OR 97415

STATE OF OREGON - COUNTY OF CURRY

Curry County Economic Development
94235 Moore Street #122
Gold Beach, OR 97444

REFERENCE: Account 42896 Ad 366671

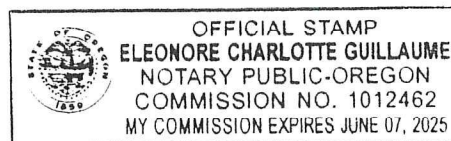
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Legal Clerk, **Shawn Hedgecorth**, Subscribed and sworn before on this **5th day of July, 2023.**

A handwritten signature in blue ink, appearing to read "Eleonore Charlotte Guillaume", written over a horizontal line.

Notary Public of Oregon



**2nd PUBLIC HEARING
NOTICE**

Curry County is completing a Small Business and Microenterprise Assistance Grant Program funded with Community Development Block Grant funds from the Oregon Business Development Department. The location of the project is Curry County. It is estimated the project has benefited at least 79 persons of whom 100% are low or moderate income. Additionally in good faith to affirmatively further Fair Housing in Curry County; the County is establishing a referral program that provides public information to persons who want to file a complaint with the Federal government or the State of Oregon. Procedures can be found on the County website at

https://www.co.curry.or.us/residents/fair_housing.php.

A public hearing will be held by the Curry County Board of Commissioners at 10:15 am on July 19th, 2023, at 94235 Moore Street, Gold Beach, OR 97444, Suite 122.

The purpose of the hearing is for the Curry County Board of Commissioners to obtain citizens' views about the project and to make comments about the local government's performance. Written comments are also welcome and must be received by 9 am on July 19th at Curry County Board of Commissioners, 94235 Moore Street, Gold Beach, OR 97444. Both oral and written comments will be reviewed by the Curry County Board of Commissioners.

The location of the hearing is accessible to the disabled.

Please contact Natasha Tippetts at the Board of Commissioners office at (541) 247-3296 if you need any special accommodation to attend or participate in the meeting.

More information about the Oregon Community Development Block Grant program, the project, and records about Curry County's past use of Community Development Block Grant funds is available for public review at 94235 Moore Street, Gold Beach, OR 97444 during regular office hours. Advance notice is requested. If special accommodation is needed, please contact the Board of Commissioners at (541) 247-3296 so that appropriate assistance can be provided.

Published: July 5, 2023.
Pilot & ONPA P366671



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
07/19/2023	First Reading – Ordinance Restricting the Retail Sale of Animals	
Time Needed:		
5 minutes		
Financial Impact:	Description and Background:	
None	This ordinance is designed to support existing Curry County pet shops and ensure that future businesses adhere to a humane business model. In addition, this ordinance would prevent fraud against consumers due to misinformation or lack of information regarding an animal's health causing costly veterinary expenses that may cause undue hardship to the consumer. Commercially bred puppies and kittens are often kept in deplorable, inhumane conditions often contributing to physical, physiological, as well as psychological issues, disease, and abnormalities.	
Category:		
<input type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
<input checked="" type="checkbox"/> Public Hearing		
Requested Motion:		
Set second reading of proposed Ordinance for August 2, 2023.		
Attachments:	Instructions Once Approved:	
1. Proposed Ordinance	None at this time	
2. Proposed County Code provisions		
3. Proof of publication		
4.		
5.		
Contact Person – Name and Department:		Date Submitted:
Ted Fitzgerald, DCO		July 13, 2023

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

**In the Matter of an Ordinance Adopting)
Article Four, Division Three of County) **ORDINANCE NO.** _____
Code)
(Restriction on the Sale of Animals in)
Retail Establishments))**

WHEREAS, inhumane conditions in puppy and kitten mill facilities can lead to health and behavioral issues with animals, which many citizens are unaware of when purchasing animals from retailers due to both a lack of education on the issue and, in some cases, misleading tactics of retailers; and

WHEREAS, the lack of enforcement resources at local, state and federal levels allows many inhumane animal mills to operate with impunity; and

WHEREAS, due to growing awareness and education across the country, hundreds of cities and counties have enacted regulations addressing the sale of animal mill animals; and

WHEREAS, restricting the retail sale of dogs and cats to only those sourced from legitimate animal welfare organizations is likely to increase demand for animals from legitimate organizations and thereby reduce the number of abandoned animals and animal control costs; and

WHEREAS, the County finds it reasonable to restrict the sale of dogs, and cats to only those sourced from legitimate organizations.

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

SECTION I TITLE

This Ordinance shall be known as Ordinance No. _____ and may be cited as “Ordinance Adopting Article Four, Division Three of Curry County Code regarding Restriction on the Sale of Animals in Retail Establishments.”

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 codify a restriction regarding the sale of animals in retail establishments.

SECTION IV ADOPTION

The provisions of this Ordinance and the attached Article Four, Division Three, 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 Curry 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 31st day of October, 2023.

DATED this 2nd day of August, 2023.

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Approved as to Form:

Brad Alcorn, Vice Chair

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

Jay Trost, Commissioner

First Reading: July 19, 2023

Effective Date: October 31, 2023

Country Media Inc.
PO Box 670
Salem OR 97308
Tel : (503) 444-7924

Advertising Docket

Curry County Board of Commissioners
94235 Moore St, Suite 122
Gold Beach, OR
97444

Cust# : 36681
Tel # : (541) 247-3296
Ad # : 367017
Date : 07/03/23
Classification : PUBLIC NOTICES
Salesperson : House

Edition	Insertion Date	Amount
South Coast ONLINE	07/06/23	0.00
	Online legal	10.00
South Coast ONLINE	07/07/23	0.00
South Coast ONLINE	07/10/23	0.00
South Coast ONLINE	07/11/23	0.00
Pilot/Trip Classifieds WED	07/12/23	50.23
South Coast ONLINE	07/12/23	0.00
	Sub Total	60.23
		0.00
		0.00
	Grand Total	60.23

Ad Text

PUBLIC LEGAL NOTICE On Wednesday, July 19, 2023, the Board of Curry County Commissioners will hold the first of two public hearings regarding the adoption of an ordinance implementing provisions of County Code regarding the retail sale of animals in the unincorporated areas of Curry County. The hearing will take place at the Commissioners Hearing Room, 94235 Moore Street, Gold Beach, Oregon. A copy of the proposed Ordinance is available at the Board of Commissioners Office, 94235 Moore Street, Gold Beach, Oregon. Published: July 12, 2023 (Online 7/6 – 7/12). Pilot & ONPA P367017