



**CURRY COUNTY  
BOARD OF COMMISSIONERS**

94235 Moore Street  
Gold Beach, Oregon

(541) 247-3296

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

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

**AGENDA  
BUSINESS MEETING**

**September 20, 2023**

**6:00 p.m.**

**TO BE HELD AT THE PORT ORFORD PUBLIC LIBRARY, 1421 OREGON ST., PORT  
ORFORD, OREGON**

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

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

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

**3. PUBLIC COMMENTS**

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

**4. CONSENT AGENDA**

- A. Approve Minutes for Business Meeting on September 6, 2023
- B. Approve Minutes for Emergency Meeting on September 15, 2023
- C. Approve Purchase of Solartech Message Boards
- D. Amend Agenda Procedures
- E. Transfer Employee – L. Akbar
- F. Transfer Vehicle – Sheriff to Emergency Management

**5. DISCUSSION/ACTION ITEMS**

- A. Discussion on Airport Road property – Timber Sale
  - i. Timber Sale Contract
- B. Discussion on Port Orford Transfer Station
- C. Discussion on BOEM Wind Energy Public Comment
- D. Update on Anvil Fire

**6. ELECTED OFFICIALS UPDATES**

**7. COMMISSIONER UPDATES**

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

**8. EXECUTIVE SESSION**

A. 192.660(2)()

**9. OTHER**

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

**10. ADJOURN**

*To make a public comment, please submit a Speaker's Slip to the Chair prior to the start of the meeting,  
or email public comments during the meeting to [BOC\\_Office@co.curry.or.us](mailto:BOC_Office@co.curry.or.us).  
Auxiliary aids will be provided upon request with 48-hour advance notification.*



# CURRY COUNTY BOARD OF COMMISSIONERS

Brookings City Hall, Chambers  
898 Elk Drive, Brookings, Oregon  
[www.co.curry.or.us](http://www.co.curry.or.us)

## BUSINESS MEETING MINUTES

**September 6, 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 9:04 a.m.; present were Vice Chair Brad Alcorn, and Commissioner Jay Trost

Staff present: Director of County Operations and County Counsel Ted Fitzgerald, Building Inspector Garrett Thomson, and Administrative Assistant Natasha Tippetts

The Pledge was recited by all.

### 2. AMENDMENT AND APPROVAL OF THE AGENDA

Move Item 4-N to Item 5-B

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

### 3. PUBLIC COMMENTS

- Mary Rowe – Provided opinion on camping regulations
- Mark St James – Provided opinion on masks and virus protection
- Thena Harteri-Lyon – Provided opinion on homeless issues
- Gordon Clay – Provided information on suicide awareness
- Connie Hunter – Provided information on opiate awareness month

### 4. CONSENT AGENDA

- A. Approve Minutes for Business Meeting on August 16, 2023
- B. Approve Minutes for BOC-DCO Meeting on August 10, 2023
- C. Approve Minutes for BOC-DCO Meeting on August 17, 2023
- D. Approve Minutes for BOC-DCO Meeting on August 22, 2023
- E. Hire Deputy Treasurer – N. Vicino
- F. Re-Hire IT Director – P. Dickson
- G. Re-Hire Assistant VCO – A. Pitman
- H. Approve Supplemental Budget Resolutions

- I. Approve Annual GovPilot Service Fee
- J. Approve Fee on Documents for Public Land Corner Preservation Fund
- K. Approve Fee on Documents for Surveyor Services
- L. Approve Bid to Hicks Striping & Curbing
- M. Approve Bid to Dustin Watson Construction – Veterans Building
- ~~N. Approve Constitution Week Resolution~~
- O. Approve Contract with Nutrien Solutions

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

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

- A. Approve Updated MOU with City of Brookings, Building Inspector Garrett Thomson presented

Commissioners and Counsel discussed bringing this to the City of Brookings for deliberation prior to approving. No action was taken..

- B. Constitution Week Resolution  
Counsel Ted Fitzgerald read resolution in full.

**Trost motioned to approve to approve the Constitution Week Resolution. Alcorn seconded. Motion carried unanimously.**

## **6. ELECTED OFFICIAL UPDATES**

None

## **7. COMMISSIONER UPDATES**

- A. Commissioner Alcorn:  
Provided information on a BOEM public comment opening. Would like Commissioners to consider approving a letter explaining the stance from Curry County.
- B. Commissioner Trost:  
Provided information on AOCC meeting and future topics.

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

## **10. ADJOURN**

Vice Chair Alcorn adjourned the meeting at 10:15 a.m.



Dated this 20<sup>th</sup> day of September, 2023

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John Herzog, Chair

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Brad Alcorn, Vice Chair

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Jay Trost, Commissioner

Minutes prepared by Natasha Tippetts, Administrative Assistant



# CURRY COUNTY BOARD OF COMMISSIONERS

Brookings City Hall, Chambers  
898 Elk Drive, Brookings, Oregon  
[www.co.curry.or.us](http://www.co.curry.or.us)

## EMERGENCY MEETING MINUTES

**September 14, 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 11:41 a.m.; present were Chair John Herzog, Vice Chair Brad Alcorn, and Commissioner Jay Trost

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

### 2. DISCUSSION/ACTION ITEMS

**Alcorn motioned for the unprotected fire area committee to request assistance from the State Fire Marshall for the Anvil Fire. Trost seconded. Motion carried unanimously.**

### 3. ADJOURN

Chair Herzog adjourned the meeting at 11:42 a.m.

Dated this 20<sup>th</sup> day of September, 2023

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

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

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

Minutes prepared by Natasha Tippetts, Administrative Assistant



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

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



NORTH BENDRENTS 541-756-8708  
1570 MAPLE STREET, NORTH BEND, OR 97459

# SALES QUOTE

QUOTE #: P14231

INVOICE AMOUNT: \$24,500.00

ACCOUNT #: 1059100  
BILL TO CUSTOMER: CURRY COUNTY ROAD DEPT.  
ADDRESS: 94235 MOORE ST #411  
GOLD BEACH, OR 97444  
ORDERED BY: JOHNATHAN WILLS  
PHONE: 541-247-3392

SHIP TO/JOBSITE: CUSTOMER PICKUP  
CONTACT NAME: JOHNATHAN WILLS  
CONTACT PHONE: 541-247-3392  
SHIP TO ADDRESS: CURRY COUNTY ROAD DEPARTMENT  
GOLD BEACH, OR

CREATED BY: JUAN VILLA  
SALES REP: JUAN R VILLA

DATE OUT: 09/06/2023 02:03 PM WED  
ESTIMATED RETURN DATE: 01/01/0001  
CAT RENTAL STORE: NORTH BENDRENTS

QTY	DESCRIPTION	PRICE	EXTENDED
SALE ITEMS			
1.0	MODEL: MB3048 S/N: 4GM2M1518L1416231 ID #: NM68917 TRAFFIC MESSAGE BRD SOLAR	24,500.00	24,500.00
Reference	Description	O Make Seq Id	Serial
	SOLARTECH MESSAGE BOARD	Y SO 10	
	SOLAR PWR FULL MATRIX PCMS	Y SO 20	
	MB 126" X 76" CASE	Y SO 30	
	8 STANDARD FLOODED BATTERIES	Y SO 40	
	BATTERY CHARGER 90AMP 115AMP	Y SO 50	
	2" BALL COUPLER	Y SO 60	
	CODE CRS	Y SO 70	
Total:			24,500.00

## ORDER NOTES

SOURCEWELL TERMS AND CONDITIONS HAVE BEEN APP\_LIED.  
SOURCEWELL  
SOURCEWELL CONTRACT #: 062320-CAT  
MEMBER #: 140439

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_ PO #: \_\_\_\_\_



NORTH BENDRENTS 541-756-8708  
1570 MAPLE STREET, NORTH BEND, OR 97459

## SALES RESERVATION

RESERVATION #: P18837

INVOICE AMOUNT: \$11,500.00

**ACCOUNT #:** 1059100  
**BILL TO CUSTOMER:** CURRY COUNTY ROAD DEPT.  
**ADDRESS:** 94235 MOORE ST #411  
GOLD BEACH, OR 97444  
**ORDERED BY:** JOHNATHAN WILLS  
**PHONE:** 541-247-3392  
**PO #:** PENDING

**SHIP TO/JOBSITE:** CUSTOMER PICKUP  
**CONTACT NAME:** DOUG ROBBINS  
**CONTACT PHONE:** 541-247-3392  
**SHIP TO ADDRESS:** 28425 HUNTER CREEK RD  
GOLD BEACH, OR  
97444

**CREATED BY:** JUAN VILLA  
**SALES REP:** JUAN R VILLA

**DATE OUT:** 08/21/2023 04:51 PM MON  
**ESTIMATED RETURN DATE:** 01/01/0001  
**CAT RENTAL STORE:** NORTH BENDRENTS

QTY DESCRIPTION		PRICE	EXTENDED
SALE ITEMS			
1.0	MODEL: MB3048 S/N: 4GM2M1513F1412690 ID #: NM63827	11,500.00	11,500.00
TRAFFIC MESSAGE BRD SOLAR			
Reference	Description	O Make Seq Id	Serial
	SOLARTECH MESSAGE BOARD	Y SO 10	
	SOLAR PWR FULL MATRIX PCMS	Y SO 20	
	MB 126" X 76" CASE	Y SO 30	
	8 STANDARD FLOODED BATTERIES	Y SO 40	
	BATTERY CHARGER 90AMP 115AMP	Y SO 50	
	2" BALL COUPLER	Y SO 60	
	CODE CRS	Y SO 70	

### ORDER NOTES

SOURCEWELL TERMS AND CONDITIONS HAVE BEEN APPLIED.  
SOURCEWELL  
SOURCEWELL CONTRACT #: 062320-CAT  
MEMBER #: 140439



Peterson

# 240421 - TOWABLE EQUIPMENT CHECK OUT

Completed 2023-05-11 08:42:23 AM by Brian Bottimore

Location	71
ID #	NM68917
Model	Silent Messenger
Customer Name	
Manufacturer	Solartech
Contract	
Tag Mo/Yr	03/25
Hour Out	0000



Hr Meter Pic	05/11/2023	PM Service Decal	05/11/2023
1 of 1	08:40:53 AM	1 of 1	08:40:58 AM
Next Service Due Hrs		0000	

**Solar Technology, Inc.**  
Model: Silent Messenger  
Configuration: MB-3048-OR

**ANNUAL VEHICLE INSPECTION LABEL**  
AN ELECTRONIC RECORD OF THIS VEHICLE'S ANNUAL VEHICLE  
INSPECTION REPORT IS MAINTAINED AT:  
**PETERSON MACHINERY CO.**  
2300 HENDERSON AVE.  
EUGENE, OR 97403  
541-465-8418

Performed On:

JAN.	FEB.	MARCH	APRIL	MAY	JUNE
JULY	AUGUST	SEPT.	OCT.	NOV.	DEC.
2019	2020	2021	2022	2023	2024

DOT Inspection 05/11/2023  
1 of 1 08:41:08 AM

Fuel Level Full?	<input checked="" type="checkbox"/>
Operator's Manual?	<input checked="" type="checkbox"/>
Starts / Operates	<input checked="" type="checkbox"/>
All Lug Nuts Torqued to (Ft Lbs)	90
Other Notes	
CRS Decals in good condition.	<input checked="" type="checkbox"/>





LF Corner Pic  
1 of 1

05/11/2023  
08:41:23 AM



RF Corner Pic  
1 of 1

05/11/2023  
08:41:32 AM



RR Corner Pic  
1 of 1

05/11/2023  
08:41:39 AM



LR Corner Pic  
1 of 1

05/11/2023  
08:41:46 AM



Supplemental Pictures  
1 of 1

05/11/2023  
08:41:50 AM



Engine	Batteries, wiring, Leak Free
Safety and Towing	Safety Decals, Hitch W/Latch Pin, Safety Chains, Light Plug, Tires, Jack, Check for Loosening of Parts
Brake Burnishing Completed	<input type="checkbox"/>
Made AVAL in Integrated Rental	<input checked="" type="checkbox"/>

*[Handwritten Signature]*

Signature of Employee



240421 - TOWABLE EQUIPMENT CHECK OUT (Peterson)



09/06/2023 02:05:46 PM



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

<b>Agenda Date:</b>		<b>Agenda Item Title:</b>	
September 20, 2023		Amend Agenda Procedures	
<b>Time Needed:</b>			
<b>Financial Impact:</b>		<b>Description and Background:</b>	
		Agenda Procedures were adopted by Order 23196. It was brought to the	
<b>Category:</b>		board to amend sections 1 and 2 of the policy to get the Agendas available	
<input type="checkbox"/> Action/Discussion		to the public in a more timely fashion.	
<input checked="" type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
<b>Requested Motion:</b>			
Amenda Agenda Procedures			
<b>Attachments:</b>		<b>Instructions Once Approved:</b>	
1. Order			
2. Updated Agenda Procedures			
3. ....			
4. ....			
5. ....			
<b>Contact Person – Name and Department:</b>		<b>Date Submitted:</b>	

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

**In the Matter of an Order Amending the )  
Curry County Agenda Procedures ) ORDER NO. \_\_\_\_\_  
)**

**WHEREAS**, Curry County adopted Agenda Procedures under Order 23196; and

**WHEREAS**, a recommendation was made to revise Section 1 – Form of Submission and Section 3 – Finalizing of Agenda.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Agenda Procedures Section 1 – Form of Submission, shall be amended to read as follows:  
“Items to be placed on a County Board Meeting Agenda must be to the Board of Commissioners (“BOC”) Office ([BOC\\_Office@co.curry.or.us](mailto:BOC_Office@co.curry.or.us)) by 5:00 p.m. on the Wednesday preceding the Board Meeting (“Submission Deadline”). Agenda items may be submitted in hard copy or electronic format”
2. The Agenda Procedures Section 3 – Finalizing the Agenda, shall be amended to read as follows:  
“Meeting agendas will be finalized by noon on the Friday preceding the Board Meeting and will be published on the County Website at that time. Should the Friday preceding the Meeting fall on a holiday, publication of the Agenda shall occur on either the Thursday or Monday preceding the meeting, at the discretion of the Chair. Authority to view items on an unpublished Agenda shall be limited to the Board of Commissioners and Legal Counsel.”

**DATED** this 20<sup>th</sup> day of September, 2023

**BOARD OF CURRY COUNTY COMMISSIONERS**

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

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

Approved as to Form:

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

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



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

<b>Agenda Date:</b>		<b>Agenda Item Title:</b>	
..... September 20, 2023 .....		..... Transfer of an Employee – L. Akbar .....	
<b>Time Needed:</b>			
..... 2 minutes .....			
<b>Financial Impact:</b>		<b>Description and Background:</b>	
..... n/a .....		Lauryn Akbar transferred from the position of Administrative Secretary in	
<b>Category:</b>		the Assessor's Office to Prevention Specialist Coordinator in the Juvenile	
<input type="checkbox"/> Action/Discussion		Department April 10, 2023. This would transfer her back to the previous	
<input checked="" type="checkbox"/> Consent		position in the Assessor's Office. The transfer would be effective	
<input type="checkbox"/> Executive Session		September 25, 2023. ....	
<input type="checkbox"/> Hire Order		.....	
<input type="checkbox"/> Presentation		.....	
<b>Requested Motion:</b>			
Approve the Transfer of Lauryn Akbar to the Assessor's Office .....			
<b>Attachments:</b>		<b>Instructions Once Approved:</b>	
1. Order .....		..... File with the Clerk's Office .....	
2. Description .....		.....	
3. ....		.....	
4. ....		.....	
5. ....		.....	
<b>Contact Person – Name and Department:</b>			<b>Date Submitted:</b>
..... Julie Swift – Payroll & HR .....			..... September 13, 2023 .....

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

**In the Matter of an Order Transferring     )**  
**An Employee   )**     ORDER NO. \_\_\_\_\_

**WHEREAS**, it is the recommendation of Kiley Wegner, County Assessor, that Lauryn Akbar, currently a Prevention Specialist Coordinator, in the Juvenile Department, at Salary Range E, Step E, at \$4427 per month, be transferred to the position of Administrative Secretary, in the Assessor's Office, at Salary Range D, Step 7-10, at \$4891 per month.

The job description is attached hereto for reference.

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

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the above stated hire be in effect as of September 25, 2023.

**DATED** this 20<sup>th</sup> day of September, 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: Administrative Secretary, Assessment/Tax Collection**

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**EXEMPT:** No

**SALARY LEVEL:** D

**SUPERVISOR:** Chief Office Deputy

**PREPARED BY:** Assessor/Tax Collector

June 2023

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**GENERAL POSITION SUMMARY:**

The Administrative Secretary position performs advanced secretarial duties within both assessment and taxation. This position serves as the backup lead to the Chief Office Deputy.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. Provides information and assistance to the public, County, State and other municipal agencies.
2. Assists Department Specialist positions with daily tasks and department procedures.
3. Submits and monitors all departmental billing, expenditures and budgets
4. Values and calculates assessed values on all business personal property accounts
5. Tracks and transfers location and ownership of manufactured structures
6. Processes applications for Senior/Disabled Tax Deferral and Veteran's/Surviving Spouse Property Tax Exemption
7. Posts property tax payments and reconciliations reports

**SUPERVISORY CONTROLS AND RESPONSIBILITIES:**

No supervisory responsibilities. Supervised by the Chief Office Deputy.

## **QUALIFICATION REQUIREMENTS:**

### *Knowledge of . . .*

- Thorough knowledge of secretarial principles, office management procedures and practices
- Considerable command of English composition, spelling, business formats and arithmetic

### *Ability to . . .*

- Establish and maintain effective relationships with other employees, department heads and the public.
- Work with limited supervision in an independent setting, while able to recognize situations in which supervision and guidance are necessary.
- Handle complaints, problems, and hostile persons courteously
- Resolve disputed values, calculations and tax collection issues and inquiries

### *Additional skills:*

- Keeping detailed records and preparing accurate reports and findings
- Conveying information, ideas, and facts both orally and in writing to supervisors, colleagues, and individuals, inside and outside the County, using language and a format the audience will best understand.

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

High school graduation or equivalent; three years of progressively responsible clerical work including experience in the Assessor's Office, or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above-described duties.

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

- Sit for long periods of time (10-hour work day) inputting data using a keyboard and monitor.
- Ability to lift heavy supplies or equipment up to forty pounds; extensive bending, standing, walking, or sitting may be required
- Work is primarily performed in office, with a need to interact with other agencies, departments and public entities.



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

<b>Agenda Date:</b>	<b>Agenda Item Title:</b>	
9/20/23	Transfer of a Vehicle - Sheriff's Office to Emergency Management	
<b>Time Needed:</b>		
N/A		
<b>Financial Impact:</b>	<b>Description and Background:</b>	
N/A - internal transfer	<p>Curry County Emergency Management has been assigned a 2016 Ford Explorer that was originally purchased for use by the Curry County Sheriff's Office. The value of the vehicle is approximately \$13,000.00</p> <p>Prior to being used by Emergency Management, the Explorer was used by Code Enforcement.</p> <p>A Journal Entry must be executed to transfer the value of the vehicle, accounting for the time the vehicle was used by Code Enforcement. The Journal Entry will make both the Code Enforcement Department and the Emergency Management Department's payment to the Curry County Sheriff's Office official. Payment by the Code Enforcement Department will be pro rated for the time the vehicle was in their custody.</p>	
<b>Category:</b>		
<input type="checkbox"/> Action/Discussion		
<input checked="" type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
<b>Requested Motion:</b>		
Approve the Finance Director to execute a Journal Entry for Cost of the transfer of the Ford Explorer.		
<b>Attachments:</b>	<b>Instructions Once Approved:</b>	
1. Order	Upon finalization of the Journal Entry, file the Order and Supplemental Budget with the Clerk's Office.	
2.	Copy to Sheriff's Office, copy to Code Enforcement, copy to Emergency Management.	
3.		
4.		
5.		
<b>Contact Person – Name and Department:</b>		<b>Date Submitted:</b>
Ted Fitzgerald, Director of County Operations		9/14/23



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

**In the Matter of an Order Approving a )  
Journal Entry for the Transfer of a Vehicle ) ORDER NO. \_\_\_\_\_  
)**

**WHEREAS**, the Curry County Sheriff's Office ("CCSO") discontinued the use of a 2016 Ford Explorer, Plate E218728 and the vehicle was not auctioned but rather was kept in surplus; and

**WHEREAS**, on August 9, 2022, the Ford Explorer was assigned to the Code Enforcement Department; and

**WHEREAS**, on July 18, 2023, the Ford Explorer was assigned to the Emergency Management Department; and

**WHEREAS**, CCSO must be compensated for the value of the Ford Explorer as it is in use by the CCSO and is not expected to be in the foreseeable future; and

**WHEREAS**, the Ford Explorer is valued at approximately \$13,000.00.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT** the transfer of the Ford Explorer to Emergency Management is approved, and a Journal Entry will be issued to account for funds owed to CCSO.

**DATED** this 20<sup>th</sup> day of September, 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*

<b>Agenda Date:</b>	<b>Agenda Item Title:</b>	
9/20/23	Airport Road (Sixes) Timber Sale and Property	
<b>Time Needed:</b>		
20 minutes		
<b>Financial Impact:</b>	<b>Description and Background:</b>	
TBD	<p>On July 20 2022, the Board voted to enter into a contract with CLR Timber Holdings of Brookings (South Coast) for a timber sale. The timber sale concerns a 34 acre property on Airport Road in Sixes, Oregon, across the highway from Pacific Highschool.</p> <p>In September 2023, logging began on the Airport Road property.</p> <p>The Board is seeking input from the public regarding the future of the Airport Road property.</p>	
<b>Category:</b>		
<input checked="" type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
<b>Requested Motion:</b>		
N/A		
<b>Attachments:</b>	<b>Instructions Once Approved:</b>	
1. Timber Sale Contract inc. Maps 2. 3. 4. 5.	N/A	
<b>Contact Person – Name and Department:</b>		<b>Date Submitted:</b>
Ted Fitzgerald, Director of County Operations		9/14/23

PR-381  
FILE

Rich e.

**COOS COUNTY FORESTRY DEPARTMENT**



**Timber Sale Contract No.: CC-1-22**

**Timber Sale Name: AIRPORT ROAD SALE**

THIS CONTRACT, made and entered into on the date last set forth below, by and between Curry County, a political subdivision of the State of Oregon, hereinafter called "County", and

Name: CLR TIMBER HOLDINGS, INC.  
Address: P.O. BOX 670  
BROOKINGS, OR 97415  
Phone: 541-469-2136

hereinafter called "Purchaser", which parties do hereby agree as follows:

**SECTION 1. ATTACHMENTS & EXHIBITS**

The following attachments and exhibits are by this reference made a part of this contract:

Exhibit A	Standard Provisions
Exhibit B	Special Provisions
Exhibit C	Map of Timber

**SECTION 2. SALE OF TIMBER**

County hereby sells to Purchaser, and Purchaser hereby buys from County that timber designated in Section 1 of Exhibit B, Special Provisions, subject to the terms and conditions of this contract.

**SECTION 3. PURCHASE PRICES**

The purchase prices to be paid by Purchaser to County for the timber sold hereunder shall be as stated in Section 2 of Exhibit B, Special Provisions.

**SECTION 4. COMPLETION DATE**

Time is of the essence in this contract. Purchaser shall complete and fully perform this contract by the date of September 30, 2023.

**SECTION 5. PERFORMANCE BOND**

Purchaser shall furnish County with a 20% performance bond in the amount of \$48,000.00 which shall guarantee complete compliance with the terms and conditions of this contract and the faithful performance of all required obligations of this contract. Such bond shall conform to provisions of Section 25 of Exhibit A, Standard Provisions.

SECTION 6. PREREQUISITES TO OPERATIONS

Operations by Purchaser under this contract shall not commence until the following have been received in an acceptable form by County:

- A. One copy of the contract, signed by Purchaser;
- B. The first installment payment in the amount of \$24,000.00;
- C. The performance bond;
- D. Evidence of all insurance required under Section 26 of Exhibit A, Standard Provisions showing Coos County as an **"Additional Insured"**; and
- E. Completed "Certification for Transfer of County Timber" form if unprocessed timber is to be transferred.

PURCHASER (Above Named)

  
Name

  
Title


P.O. Box 670  
Address

Brookings, OR 97415  
City, State and Zip

541-469-2136  
Telephone

9/17/2022  
Date

CURRY COUNTY, OREGON

  
Chair

**Absent At Signing**  
Commissioner

  
Commissioner 7/26/22

Curry County Administrative Annex  
94235 Moore St. Suite 122  
Gold Beach, OR 97444  
541-247-3228

July 26, 2022  
Date

## EXHIBIT A

### STANDARD PROVISIONS

#### SECTION 1. QUANTITY OF TIMBER

Purchaser shall bear exclusive responsibility, and accept all risks associated with the quantity or quality of the timber sold hereunder and any cost or value estimates used in the computation of Purchaser's bid on this contract. Further, County does not warrant or guarantee in any way estimates of timber, costs or values which may have been made by the County pertaining to this contract.

#### SECTION 2. EXAMINATION OF LOCATIONS AND CONDITIONS

Purchaser certifies that before signing this contract, it has made a careful examination of all plans and specifications set forth in this contract; has obtained full information as to the quality and quantity of materials and the character of the work required; and has made a careful examination of the timber sale area and the location and conditions of work, including the sources of supply for materials. County in no case will be responsible for any loss or cost that may be suffered by Purchaser as a result of Purchaser's failure to be so informed. Purchaser agrees to bear exclusive responsibility for, and to accept all risks associated with, the actual conditions on the areas of operations and Purchaser's computation of its bid for this contract.

#### SECTION 3. TITLE TO TIMBER

A. During the period of this contract and any extension, Purchaser shall have the right to cut and remove the timber. Such right shall be conditioned upon Purchaser complying with the provisions of this contract.

B. The ownership of and title to the timber shall pass to Purchaser, when the timber is both paid for and removed from the timber sale area. Any right of Purchaser to cut and remove the timber shall expire and end at the time this contract or any extension expires or is canceled. All rights and interests in and to the timber and logs remaining on the timber sale area at the end of the contract shall remain vested in County, without compensation to Purchaser. All materials furnished by Purchaser shall be free and clear of liens.

#### SECTION 4. MATERIALS - IMPROVEMENTS

Title to materials, improvements, and other property furnished as required of Purchaser by this contract, shall vest in and become the property of the County at the time such are furnished by Purchaser and accepted by County. All materials furnished by Purchaser shall be free and clear of liens.

#### SECTION 5. REMOVAL OF EQUIPMENT AND MATERIALS

A. Upon completion of logging on the timber sale area, Purchaser shall promptly remove from the timber sale area access roads, the timber sale area, and other County property, all equipment, materials and other property Purchaser has placed or caused to be placed thereon that is not to become the property of County. It is agreed that any such equipment, materials and other property that are not so removed within 30 days, shall become the property of County and

may be used or otherwise disposed of by County without notice or obligation to Purchaser or to any party to whom Purchaser may transfer title.

B. Upon completion of logging on the timber sale area, Purchaser shall clean-up and remove any waste materials or debris brought onto the timber sale area, access roads or other County property by Purchaser.

C. Purchaser shall indemnify and hold harmless the County for expenses incurred by the County as a result of any cleanup, removal and/or disposal of debris, waste materials, or similar items performed by or on behalf of the County.

#### SECTION 6. INSPECTION.

Representatives of County shall at all times be allowed access to all parts of the timber sale area as may be required to make a complete and detailed inspection of the operations of Purchaser, and Purchaser shall furnish County such information as may be relevant to the conduct of such inspection.

#### SECTION 7. TIMBER SALE AREA

A. The timber is located in the timber sale area. For all purposes of this contract, "timber sale area" shall be understood to mean the area or the areas designated as such on Exhibit C, Harvest Unit Location Map. The boundaries of the timber sale area are located by reference to legal subdivisions, monuments, natural land features, improvements and/or sale boundary signs.

B. Purchaser shall be exclusively responsible for any taking of timber, infliction of damage, or trespass committed by Purchaser, its employees, or authorized agents beyond the boundaries of the timber sale area.

#### SECTION 8. SIMULTANEOUS USE OF AREA

A. During the period of this contract, County reserves the right to permit the use by others of the timber sale area, provided that such permitted use would not materially interfere with the operations of Purchaser.

B. County shall not hold the Purchaser liable for any acts, omissions or neglect by such other users.

C. Access roads to the timber sale area will generally be open to public use, provided that County may permit Purchaser to control access to the timber sale area as necessary to protect the timber sale area from the risks of fire or vandalism.

#### SECTION 9. PROTECTION OF IMPROVEMENTS

Purchaser shall repair specific damage caused by Purchaser's operations hereunder to such improvements as roads, road surfaces, culverts and road ditch lines on the timber sale area, or on County Forest access roads, whether such improvements existed at the time of this contract, or were furnished or constructed by Purchaser under this contract. County may require damaged items such as culverts to be replaced under this provision.

#### SECTION 10. OPERATIONS DELAYS

County shall have the authority to delay or suspend the operations of Purchaser and contractors of Purchaser, wholly or in part, under this contract for such period or periods necessary due to

fire hazard conditions, severe weather occurrence, surveying for threatened or endangered species listed under the state or federal Endangered Species Act, or any other activity County determines to be necessary for identification, management, or protection of a threatened or endangered species. Purchaser agrees to cooperate with surveying efforts of County or its contractors. In no event shall County be liable for any costs incurred by Purchaser by reason of delay or suspension under this section, including but not limited to costs of additional move-in/move-out of equipment and personnel, extra fire and equipment security, and insurance or bonding expenses. County agrees to extend the Completion Date of this contract by the number of days equal to the number of days in which County delays or suspends the operations of Purchaser for the reasons listed in this section.

SECTION 11.            INCORPORATION OF TERMS

This contract, and all exhibits and attachments incorporated herein, constitutes the entire contract between the parties. No waiver, consent, modification, or change of terms of this agreement 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 purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. By the signature below of its authorized representative, Purchaser hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.

SECTION 12.            ASSIGNMENT OF CONTRACT

Purchaser shall not assign, transfer, convey, or delegate responsibilities or otherwise dispose of this contract, or any portion thereof, or the right, title, interest, or the power of Purchaser to execute or perform this contract, to any other person, firm or corporation, without the previous written consent of County. Should the contract assignment be approved, it shall be in total, with no rights being retained by original purchaser; provided, however, County shall retain Purchaser's performance bond and Purchaser shall remain liable for claims as if no assignment had occurred.

SECTION 13.            SUBCONTRACTING

If all or any part of the logging operations or work to be done under this contract is subcontracted, such subcontracting done by Purchaser shall in no way relieve Purchaser of any responsibility under this contract. Purchaser shall inform County of the names of any such subcontractors, prior to work on the timber sale area by such subcontractors. Subcontractors shall comply with the insurance requirements set forth in Section 26 of Exhibit A, Standard Provisions.

SECTION 14.            SEVERABILITY

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SECTION 15.            WAIVER

Failure of County to enforce any provision of this contract shall not constitute a waiver or relinquishment by County of the right to such performance in the future, nor of the right to enforce any other provision of this contract.

SECTION 16. PERMITS-LICENSES-SAFETY

Purchaser shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, Purchaser shall use every reasonable and practicable means to avoid damage to property and injury to persons.

SECTION 17. LAWS, REGULATIONS & ORDERS

Purchaser shall at all times observe and comply with all federal and state laws, and lawful regulations issued thereunder, and local bylaws, ordinances and regulations, which in any manner affect the activities of Purchaser under this contract. Purchaser shall observe and comply with all orders or decrees that exist at present and those which may be enacted later by bodies or tribunal having any jurisdictions or authority over such activities of Purchaser. County makes no representations concerning tax liability or consequences arising from this sale of County timber. It is Purchaser's sole responsibility to determine what tax liability may be incurred as a result of purchasing County timber, regardless of whether the County timber is growing or located on County owned land. Purchaser shall be responsible for paying all applicable timber harvest or privilege taxes and shall indemnify and hold harmless the County against any tax claims arising from the purchase of County timber.

SECTION 18. MODIFICATIONS

County reserves the right to make, at any time during the contract, such modifications to this contract as are necessary or desirable; provided, such modifications shall not change the character of the work to be done, nor increase the cost unless such work or cost increase is approved in writing by Purchaser. Any modifications so made shall not invalidate this contract nor release Purchaser of obligations under the performance bond. Purchaser agrees to do the modified work as if it had been a part of the original contract.

SECTION 19. ADJUSTMENT OF CONTRACT

Notwithstanding any other provisions of this contract, County may, pursuant to Oregon law, make adjustments in the contract when major catastrophes materially affect the volume and value of timber, or work to be done under this contract. Major catastrophes such as windstorms, floods, fire, or other act of God, or due to significant changes in state or federal law which are beyond the control of Purchaser and in no way connected with negligent acts or omissions of Purchaser, its officer, employees, agents or subcontractors. Market conditions will not be considered a reason for contract adjustments. Such adjustments may be made to place the parties in their original status under the contract insofar as possible, provided, however, that any loss or cost to Purchaser is in no way recoverable from third parties by Purchaser. Purchaser shall make application in writing to County regarding any adjustment in contract as soon as practicable after discovery of damage done by catastrophe.

SECTION 20. WORK RESPONSIBILITY AND ACCEPTANCE



For all purposes of this contract, "work" shall mean the furnishing of all labor, material, equipment and other incidentals necessary or convenient to the successful completion of the projects, duties and obligations, including slash disposal, imposed on Purchaser by this contract. County will make an inspection at the earliest practical date, of any category of work to be done hereunder, upon receipt of notice from Purchaser that such work has been completed. County will notify Purchaser in writing at the earliest practical date following such inspection as to the acceptability of such work.

#### SECTION 21. NOTICES

Any written notice to Purchaser which may be required under this contract to be served on Purchaser by County may be served by personal delivery to Purchaser or designated representative(s), by mailing the notice to the address of Purchaser as is given in this contract, or by leaving the notice at said address. Should Purchaser be required to notify County concerning the progress of the work to be done, or concerning any matter or complaint which Purchaser may have regarding the contract subject matter, or for any other reason, that notification is to be made in writing, delivered or mailed to the designated representative of County.

#### SECTION 22. AUTHORIZED REPRESENTATIVES

During the term of this contract, Purchaser shall designate a representative with authorization to act on behalf of Purchaser in the receipt of notices or instructions from County and to take any action required in regard to performance of Purchaser under this contract. County Forester shall designate a representative who shall be authorized to receive notices, inspect progress of the work, and issue instructions in regard to performance under the terms of this contract.

#### SECTION 23. COMPLETION OF CONTRACT

Time is of the essence of this contract, and Purchaser shall complete and fully perform this contract by the completion date specified in Section 4, Timber Sale Contract Cover Sheet, unless extended in accordance with Section 32 of Exhibit A, Standard Provisions, provided that Purchaser may be required to dispose of slash pursuant to Section 21 of Exhibit B, Special Provisions, at a time later than the date specified in Section 4, Timber Sale Contract Cover Sheet.

#### SECTION 24. TERMINATION

A. County, by written notice to Purchaser, may terminate this contract, in whole or in part, whenever County determines it is in its interest to do so. After receipt of the notice, and except as directed in the notice, Purchaser shall immediately stop activities under the contract and terminate all subcontracts to the extent they relate to the activities terminated. Purchaser shall complete all activities not terminated.

B. In the event of termination or partial termination, Purchaser agrees that its sole and exclusive remedy shall be the sum of: (1) the value of any project work completed but not yet credited. (2) the estimated expenditures for felling, bucking, limbing, skidding, and decking any products so processed, but not removed from the timber sale area; and (3) costs of acquiring and holding bond, with documented receipts. Cost and expenditure estimates for items listed in (1) and (2) shall be based upon County's appraisal for the timber sale. Lost profits, replacement costs of timber, property (real or otherwise) procured by Purchaser in anticipation of contract fulfillment, or any other consequential damage suffered by Purchaser shall not be reimbursable.

Any interest earned on funds of the Purchaser on deposit with County shall remain the property of County and shall not be payable to Purchaser.

SECTION 25. PERFORMANCE BOND REQUIREMENTS

Purchaser shall furnish County with a performance bond in the amount stated in Section 5, Timber Sale Contract Cover Sheet, which bond shall guarantee complete compliance by Purchaser with the terms and conditions of this contract and the faithful performance of all required obligations. Such bond may be in the form of a cash deposit or certified check, money order, surety bond, irrevocable letter of credit, or other securities determined to be acceptable by County. Surety bonds must be written by a surety company authorized to do business in the State of Oregon.

SECTION 26. INSURANCE

A. Purchaser shall not commence work under this contract until they have furnished Coos County with satisfactory proof of the coverage of insurance as specified below:

1. Workers' compensation coverage as required by law with a Waiver of Subrogation in favor of Coos County and to include employer's liability with limits of not less than \$1,000,000 per occurrence; or, alternatively, CONTRACTOR shall provide documentation establishing that CONTRACTOR is exempt from workers' compensation coverage pursuant to ORS Chapter 656.

2. General commercial liability coverage for damages as a result of death or bodily injury (including personal injury) to any person's destruction or damage to any property with limits of not less than \$1,000,000 each occurrence, \$2,000,000 policy aggregate. Such coverage shall include, but is not limited to, the following: commercial general liability coverage, products liability including completed operations, premises operations including X (explosion), C (collapse), U (underground), broad form property damage including fire fighting expense which is also known as "loggers' broad form," personal injury. All coverage shall be on an occurrence basis and not on a claim made basis.

3. Automobile liability insurance as a result of death or bodily injury to any persons, or destruction of or damage to any property arising out of the ownership, maintenance, or use of any owned, non-owned, or hired motor vehicle with limits of not less than \$1,000,000 per occurrence. All coverage shall be on an occurrence basis and not on a claim made basis.

4. Excess/Umbrella Liability coverage as follows:

a. If this is a contract for a public improvements, or personal services contracts with architects, engineers, and land surveyors, then CONTRACTOR shall maintain an excess/umbrella liability policy of not less than \$1,000,000 each occurrence and aggregate that will provide excess limits of liability over the commercial general liability, automobile liability, employer's liability, and professional liability.

b. For contracts other than public improvements or personal services contracts with architects, engineers, and land surveyors, an excess/umbrella liability policy is not required, but may be used in conjunction with a general commercial liability policy to satisfy the primary insurance limit requirements.

c. All excess/umbrella liability coverage shall be on an occurrence basis and not on a claim made basis.

5. For personal services contracts, professional liability insurance, including errors and omissions, with limits of not less than \$2,000,000 per occurrence and \$4,000,000 policy aggregate.

B. The following inclusions to CONTRACTOR'S certificate of insurance shall be made:

1. Waiver of transfer of rights of recovery against others to Coos County. The preferred form is "CG 2404 05/09."

2. It is agreed that this insurance is primary to and non-contributory with any insurance maintained by Coos County.

3. The general liability coverage and automobile liability, if required, shall include endorsements for additional insured, naming "Coos County, its elected officials, employees, agents, and volunteers" as an additional insured. The additional insured endorsement shall be attached to the certificate of insurance.

4. The additional insured shall contain a severability of interest provision in favor of Coos County and a Waiver of Subrogation in favor of Coos County.

5. All required coverage shall be written with companies that have at least an AmBest rating of B+ VII.

6. The insurance shall provide a 30 day notice of cancellation or material change.

7. For public improvement contracts or architectural, land surveying, or engineering personal services contracts, CONTRACTOR shall carry the required insurance for at least three years after acceptance of completed project.

#### SECTION 27. INDEMNIFICATION

Purchaser shall indemnify, hold harmless, and defend Coos County, its elected officials, officers, employees, volunteers and agents from any liability, claim, damage, loss, cost and/or expense arising, out of or resulting from the performance of, or failure to perform, the obligations of this contract by Purchaser, its employees, agents and subcontractors. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Purchaser further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at their sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false or fraudulent. In any case in which any part of such indemnification would violate any law, the remainder of foregoing provisions concerning indemnification shall be given full effect. This Section 27 will survive the termination or revocation of this Contract.

#### SECTION 28. INDEPENDENT CONTRACTOR STATUS

Purchaser is an independent contractor and not an officer, employee or agent of Coos County. Purchaser shall have the complete responsibility and sole risk for the performance of this contract.

SECTION 29. CHOICE OF LAW AND VENUE

This contract shall be governed by and construed in accordance with the laws of the State of Oregon, as interpreted by the Oregon courts. Any litigation arising out of this contract shall be conducted in the courts of the State of Oregon conducted in the Circuit Court of Coos County, Oregon.

SECTION 30. ATTORNEY FEES

In the event a law suit of any kind is instituted on behalf of County to collect any payment due or to obtain performance of any kind under this contract, Purchaser shall pay such additional sums as the court may adjudge for reasonable attorneys' fees plus all costs and disbursements at trial and on any appeal.

SECTION 31. CAUSES BEYOND CONTROL

In the event Purchaser is prevented by a cause or causes beyond the reasonable control of Purchaser from performing any obligation of this contract, such nonperformance shall not be deemed to be a breach of this contract such as to render Purchaser liable in damages therefore or to give rise to the cancellation thereof: provided, that if and when such cause or causes shall cease to prevent such performance, Purchaser shall exercise all reasonable diligence to resume and complete performance of such obligation with the least possible delay. "Cause or causes beyond reasonable control", is defined as any one or more of the following causes affecting operations of Purchaser: fire or other casualties and accidents; strikes, riots and civil commotions; war and acts of public enemies; storm, floods and other unusual climatic conditions, including droughts and low humidity, or orders of duly constituted public authorities; acts of God, and other similar circumstances beyond the control of Purchaser.

SECTION 32. EXTENSION OF TIME

A. County, at its option, may grant an extension of time for performance of this contract when it is deemed to be in the public interest to do so, only upon a written request from Purchaser, and with the written consent of an extension of the security by the surety of Purchaser. The written request for an extension of time by Purchaser must be received by County no later than 30 days prior to the completion date of this contract, and must include the following:

1. The causes which have acted to prevent completion as specified herein;
2. The date to which an extension is requested;
3. A proposed course of action to be taken by Purchaser to insure the completion of this contract within the requested extended time period;
4. Certificate of consent to extend performance bond/surety agreement issued by Surety Company; and
5. Certificate of extension of liability and workers' compensation insurance coverage.

B. The County may impose such conditions on the granting of an extension as it deems reasonable, including but not limited to:

1. Full payment of estimated contract price, calculated using actual bid price x cruise volumes;
2. Payment of damages for rehabilitation or regeneration delay;
3. Interest on payments made after original completion date; or
4. Purchaser shall not bid on future County timber sales until the sale under extension is completed to the satisfaction of the County Forester.

### SECTION 33. DEFAULT AND REMEDIES

A. As used in this Section:

1. "Violation" means failure to comply with any term(s) or condition(s) of this contract.
2. "Default" means failure to correct a violation within the time specified by the County. Default also includes failure to cut and remove the timber by the completion date.
3. "Damages and Expenses" means all costs, damages, losses and expenses incurred by the County as a result of a default. This includes, but is not limited to, any unpaid balance due to the County for timber removed, the difference in value between the original sale and resale of a canceled sale, costs for preparing the canceled parcel for resale, rehabilitation or regeneration delay costs, legal expenses, interest charges and any other damages allowed by law.

B. If Purchaser is in violation of this contract, County may give written notice of the violation. Purchaser shall correct such violations within 10 days of mailing or personal service of such notice.

C. If Purchaser fails to correct a violation as provided in Subsection (B), the County may give written notice of suspension. Upon receipt of such notice, Purchaser shall be considered in default of the contract and shall suspend all operations under the contract except those operations necessary to correct any violation.

D. Notwithstanding Subsections (B) and (C), the County may, if in its sole discretion it believes a serious violation exists, suspend operations pursuant to Subsection (C) without providing written notice of violation as provided in Subsection (B).

E. If Purchaser cuts or removes any of the timber under this contract during any period of suspension, or if Purchaser cuts any of the timber after the completion date or the cancellation of this contract, such cutting or removal shall be considered a willful trespass and render Purchaser liable for treble damages in accordance with applicable Oregon Law.

F. If Purchaser fails to cure a default within 10 days of receipt of suspension notice, the County may, by written notice, cancel the contract effective upon receipt of the notice.

G. In addition to and not in lieu of any other remedies provided by law, if Purchaser defaults on this contract, Purchaser shall not be allowed to bid on any Coos County Timber Sale including

the resale of a canceled contract, unless the County is reimbursed for all damages and expenses incurred as a result of default or the Purchaser posts cash sufficient to reimburse the County for all damages and expenses as estimated by the County. If a Purchaser in default wishes to bid on future contracts, Purchaser shall notify County in writing at least 30 days before such sale. The County shall estimate the damages and expenses that the County will incur as a result of default. If the default is cured or cash is deposited with County in the estimated amount, the County shall grant permission to the Purchaser to bid on sales other than the sale in dispute. Cash deposits will be held in the Forestry Trust account until the default is resolved.

H. Notices provided by this section will include the following information:

1. The violation or default allegedly committed by the Purchaser;
2. The action necessary to cure such violation or default and the time within which such action must be taken;
3. That a Purchaser in default of a timber sale contract is prohibited from bidding on future County timber sales unless a cash bond covering damages and expenses is posted or the default is cured before the sale date; and
4. The right to request an estimate of damages and expenses from the County.

#### SECTION 34. LOG EXPORT PROVISION

Purchaser shall comply with all requirements of ORS 526.801 to 526.831 and 526.992, the Forest Conservation and Shortage Relief Act of 1990 as amended, and other applicable Federal, State and local log export laws, rules and regulations.

A. Definitions

1. "Performance bond" means the security required by a County timber sale contract which ensures satisfactory performance of contract requirements by the timber sale purchaser.
2. "Purchaser" means a person (s) who has entered into a timber sale contract with Coos County.
3. "County Lands" means lands owned by Coos County under ORS 275.330 and/or other provisions of law.
4. "County Timber" means any timber owned by Coos County under ORS 275.330 and/or other provisions of law.
5. "County Timber Sale Contract" means a contract under which any timber owned by Coos County is sold to a Purchaser.

B. Reporting Requirements

1. Before the County Forester will issue final acceptance of timber sale contract, a purchaser of County timber must:
  - a. Notify the County Forester of the delivery destination of all timber purchased under that contract. Notification will be made in a form and manner prescribed by the County Forester.

- b. Prior to selling, trading, exchanging, or otherwise conveying County timber to any other person, the purchaser of County timber shall obtain a certification of the person's intent to comply with the terms and conditions contained in these export provisions. Certification will be made in a form and manner as prescribed by the County Forester upon completion of the transaction. Obtaining certification shall not relieve the purchaser's responsibility to provide the County Forester with an accounting of the delivery destination of that timber.
  - 2. Any performance bond required by a county timber sale contract may be retained by the County Forester until satisfactory notification of county timber delivery destination has been received by the County Forester.
  - 3. Failure to provide the County Forester with a final accounting of the delivery destination of county timber will be considered a violation of these export provisions. Violators will be subject to the penalties described in Subsection D below.
- C. Purchaser Disqualification and Termination of Contracts
- 1. The County Forester shall keep a record of any person who violates these export provisions.
  - 2. The County Commissioners may cease operations on and/or terminate any county timber sale contract entered into with a person who has violated the requirements of these export provisions and assess damages according to Section 33 of Exhibit A, Standard Provisions.
- D. Enforcement

Investigation of suspected violations of these provisions and/or surveillance of unprocessed timber in transit and at port facilities may be conducted by the County Forester, or conducted by state or federal agencies. Any alleged violations of these export provisions will be referred by the County Forester to the appropriate County, Federal or State agency for appropriate legal action.

#### SECTION 35. GENERAL PROVISIONS

Under the provisions of ORS 279B.200, the Purchaser shall:

- A. Make payment promptly, as due, to all persons supplying to such Purchaser labor or material for the prosecution of the work provided for in such contract.
- B. Pay all contributions or amounts due the Industrial Accident Fund for such Purchaser or subcontractor incurred in the performance of the contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

#### SECTION 36. WAGE CLAIMS

Under the provisions of ORS 279C.515(1), if the Purchaser fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Purchaser, or a subcontractor, in connection with work to be done under this contract as such claim becomes due, County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Purchaser by reason of this contract. The payment of a claim in the manner authorized in this section shall not relieve the Purchaser, subcontractor or any surety from their obligation with respect to any unpaid claim.

SECTION 37. HOURS OF EMPLOYMENT

As provided by ORS 279B.235(1), the Purchaser shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

SECTION 38. MEDICAL PAYMENTS

As provided by ORS 279B.230, Purchaser shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Purchaser, of all sums which the Purchaser agrees to pay for such services and all monies and sums which the Purchaser collected or deducted from the wages of his employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. It is a condition of this contract that all employers working under this contract are subject employers that will comply with ORS 656.017.

SECTION 39. DISCRIMINATION

A. As provided in ORS 279A.110, Purchaser shall not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise; a minority-owned business; a women-owned business; a business that a service-disabled veteran owns; or an emerging small business under ORS 200.055.

B. If the Purchaser violates (A), the County may regard the violation as a breach of contract that permits:

1. Termination of the contract; or
2. The County may exercise any remedies for breach of contract that are reserved in the contract.



# INDEX

## EXHIBIT B

### SPECIAL PROVISIONS

SALE NUMBER: CC-1-22

SALE NAME: AIRPORT ROAD

SECTION	PROVISION	PAGE NO.
SECTION 1.	DESIGNATED TIMBER.....	1
SECTION 2.	PURCHASE PRICES.....	1
SECTION 3.	PAYMENT SCHEDULE AND LATE PAYMENTS.....	2
SECTION 4.	TOTAL PURCHASE PRICE.....	3
SECTION 5.	OPERATIONS PLAN.....	3
SECTION 6.	LOG REMOVAL.....	3
SECTION 7.	TRUCK LOAD RECEIPTS & LOAD NUMBER TAGS.....	4
SECTION 8.	LOG SCALING AND ACCOUNTABILITY OF SCALE.....	5
SECTION 9.	LOG BRANDING AND MARKING.....	6
SECTION 10.	FELLING.....	7
SECTION 11.	BUCKING.....	7
SECTION 12.	YARDING.....	8
SECTION 13.	FIRE EQUIPMENT.....	9
SECTION 14.	TREATMENT OF SLASH.....	9
SECTION 15.	ADDITIONAL TIMBER.....	9
SECTION 16.	SPECIAL PRODUCTS.....	9
SECTION 17.	ACCESS ROAD - ROAD MAINTENANCE.....	10
SECTION 18.	SPUR ROADS.....	10
SECTION 19.	ROAD CONSTRUCTION SPECIFICATION.....	10
SECTION 20.	CULVERTS – INSTALLATION.....	12
SECTION 21.	ROAD MAINTENANCE ROCK.....	13
SECTION 22.	ROAD ROCK SPECIFICATIONS AND DISTRIBUTION.....	13
SECTION 23.	WET WEATHER OPERATION.....	14
SECTION 24.	BARRICADES.....	15
SECTION 25.	PROJECTS – LOCATION.....	15
SECTION 26.	PAYMENT OF CREDITS.....	15
SECTION 27.	CLEANING OF LOGGING EQUIPMENT.....	16
SECTION 28.	ADJACENT PROPERTY.....	16
SECTION 29.	PROTECTION OF PROPERTY CORNERS.....	16
SECTION 30.	PROTECTION OF STREAMS AND WETLANDS.....	16
SECTION 31.	WILDLIFE TREES AND SNAGS.....	16
SECTION 32.	HAZARDOUS SUBSTANCES AND SPILL RESPONSIBILITIES.....	16
SECTION 33.	INDEMNIFICATION.....	17

## EXHIBIT B

### SPECIAL PROVISIONS

#### SECTION 1. DESIGNATED TIMBER

A. The timber designated for sale pursuant to Section 2 of Exhibit B, Special Provisions, is all timber located within the boundaries of the Harvest Unit, as posted, and as shown on Exhibit C, Harvest Unit Location Map.

B. The boundaries of the Harvest Unit are blazed and posted with "Timber Harvest Boundary" fluorescent pink ribbons.

#### SECTION 2. PURCHASE PRICES

The purchase prices to be paid for logs removed from the timber sale area under this contract shall be as follows for given species and log grades:

- |    |   |                       |
|----|---|-----------------------|
| A. | Douglas Fir:  |                       |
|    | No. 4 sawmill & better grades, net scale  | \$ <u>482.00</u> /MBF |
|    | <b>(Except as specified below in G &amp; I)</b>   | (Amt. Bid)            |
|    | Special Cull, adjusted gross scale  | \$ <u>200.00</u> /MBF |
|    | Peelable Cull, adjusted gross scale   | \$ <u>150.00</u> /MBF |
| B. | Sitka Spruce: No. 4 sawmill & better grades, net scale  | \$ <u>169.00</u> /MBF |
|    | <b>(Except as specified below in G &amp; I)</b>   |                       |
| C. | Hemlock: No. 4 sawmill & better grades, net scale   | \$ <u>219.00</u> /MBF |
|    | <b>(Except as specified below in G &amp; I)</b>   |                       |
| D. | P.O. Cedar: No. 4 sawmill & better grades, net scale  | \$ <u>169.00</u> /MBF |
|    | <b>(Except as specified below in G &amp; I)</b>   |                       |
| E. | Red Cedar: No. 4 sawmill & better grades, net scale   | \$ <u>369.00</u> /MBF |
|    | <b>(Except as specified below in G &amp; I)</b>   |                       |
| F. | White Fir & Other Conifers: No. 4 sawmill & better grades, net scale  | \$ <u>219.00</u> /MBF |
|    | <b>(Except as specified below in G &amp; I)</b>   |                       |
| G. | Rough 3 mill grade, net scale   |                       |
|    | Douglas Fir   | \$ <u>75.00</u> /MBF  |
|    | Other Conifer   | \$ <u>50.00</u> /MBF  |
|    | <b>(Except as specified below in I)</b>   |                       |
| H. | Conifer Utility logs if not removed on weight loads per <b>I</b> below, adjusted gross scale  | \$ <u>32.00</u> /MBF  |
| I. | Sawmill grade conifer logs less than 20 board feet, all utility (pulp) conifer logs and any other logs not meeting standards for mandatory removal may be removed at the following price per ton: | \$ <u>8.00</u> /Ton   |

All conifer logs to be removed from the sale area on a per ton basis must be decked separately and inspected by County prior to removal from the sale area and may require County signature on load ticket prior to removal. Sawmill grade logs less than 20 board feet which are removed on scale loads will be scaled and paid for at the contract prices (A-H above).

- J. Alder and other hardwoods: \$ 21.00 /Ton  
Sawmill Grade, except as specified below in K
- K. Sawmill grade alder and other hardwood logs less than 30 board ft. and all utility (pulp) \$ 7.00 /Ton  
hardwood logs not meeting the requirements for mandatory removal.
- L. Sawmill grade alder logs which are removed on scale loads will be paid for at the following price: \$ 169.00 /MBF

### SECTION 3. PAYMENT SCHEDULE & LATE PAYMENTS

Timber shall be paid for in installments, as set forth in Subsections A and B below for timber removal, provided that minimum fixed amounts shall be paid in accordance with Subsection C of this provision.

A. The First Installment Payment. The first installment payment shall be in the amount of \$24,000.00, which installment shall be paid within 30 days of Purchaser's receipt of Notice of Sale Award, or prior to operations under this contract, whichever occurs first.

B. The Second & Subsequent Installments for Timber Removal. The second and subsequent installment payments shall be in the amount of \$48,000.00 each, and shall become due and payable when the value of timber removed from the timber sale area equals the sum of all payments made by Purchaser. Payment shall be made at such times as are necessary to provide that Purchaser has at all times paid in advance for timber removed from the timber sale area. If, in the opinion of County, an installment payment is due, based on log scale data and the number of loads hauled, Purchaser will be notified by invoice. Such invoice shall be paid by the stated due date.

C. Fixed Minimum Payment Schedule. Regardless of timber removal from the timber sale area, Purchaser shall make payment to County the following minimum amounts of the total sale value as of the dates given:

<u>FIXED AMOUNT PAYABLE</u>	<u>DATE DUE</u>
\$ 48,700.00, less the sum of all prior payments	SEPTEMBER 30, 2022
\$ 97,400.00, less the sum of all prior payments	DECEMBER 31, 2022
\$146,100.00, less the sum of all prior payments	MARCH, 2023
\$194,800.00, less the sum of all prior payments	JUNE 30, 2023

In the event that fixed payments made in accordance with this provision exceed the value of timber removed from the timber sale area, such excess shall constitute a credit to Purchaser against future installments due for timber removal on this contract.

D. Late Payments - Suspension of Operations - Interest Due. In the event that payments are not made when due, County may suspend operations on the timber sale area and Purchaser shall pay County 16% interest on the amount of any late payments, as accrued from the date due.

#### SECTION 4. TOTAL PURCHASE PRICE

A. The total purchase price shall be based upon the prices set forth in Section 2 of Exhibit B, Special Provisions. The total purchase price shall be computed by multiplying the rates for each species as stated in Section 2 of Exhibit B, Special Provisions, by the reported log scale or weight for each species.

B. If the total purchase price is so determined to be less than the amount of all installment payments made by Purchaser to County, then County does hereby agree to cause a refund to Purchaser of such excess payment; however, if the total purchase price is so determined to be more than the total of all installment payments made to County by Purchaser, then Purchaser does hereby agree to make an additional payment to County in the amount of the deficit. Such additional payment shall be paid within 10 days following notification by County.

#### SECTION 5. OPERATIONS PLAN

Purchaser shall give County a minimum of 48 hours advance notice of intent to commence operations on the timber sale area and arrange to meet with County prior to operations to establish the following:

- A. A production schedule providing for removal of timber prior to the completion date of the contract.
- B. Plans for performance of required project work.
- C. Arrangements for operating permit, brand, load ticket books and log scaling.
- D. A review of each of the Special Provisions of this contract pertaining to operations hereunder and discussion of best management practices which may be required.
- E. Purchaser shall inform County and get approval prior to any log hauling on days other than Monday – Friday.
- F. If there is an absence of more than 2 weeks after start of operations, Purchaser shall notify County a minimum of 48 hours prior to subsequent return to work, unless waived by County.

#### SECTION 6. LOG REMOVAL

A. All logs defined below shall be removed as designated timber under this contract, at prices given in Section 2 of Exhibit B, Special Provisions.

- 1. Any conifer log that conforms with grading rules for peeler or sawmill grades and meets or exceeds both of the following minimum requirements: 6 inches in gross scaling diameter, containing 20 board feet (net). Exceptions may be made for oversize “whitewoods” in excess of 55” diameter on the big end. Discussions of exceptions to be determined during pre-work, Section 5 Operations Plan.

2. Any hardwood log that meets or exceeds both of the following minimum requirements: 6 inches in gross scaling diameter, and containing 30 board ft. (net).
3. Any conifer log that meets the specifications of Special Cull or Peelable Cull grade.

B. For purposes of mandatory log removal requirements, minimum net log volume shall be determined by the net volume of the full log length rather than the volume of individual segments.

C. **Purchaser may remove other logs or material which does not meet the above-stated minimum standards for mandatory removal of designated timber, at the per ton prices given in Section 2 of Exhibit B, Special Provisions. Except: Slash which is approved for removal under Section 14 of Exhibit "B" (Woody Biomass Removal Option) may be removed at no cost.**

D. Log grades are defined in the Official Log Scaling and Grading Rules published by the Northwest Log Rules Advisory Group in effect at the time logs are scaled. Purchaser shall not deliberately buck logs to reduce log sizes to less than minimum requirements for merchantable logs, and shall take reasonable precautions to prevent breakage losses in felling, yarding, and handling. Log lengths shall be adjusted to secure the most utilization of merchantable timber.

E. Purchaser shall:

1. Remove all merchantable logs from the timber sale area, except as may be specified for "downed logs" under Section 12 (F) of Exhibit B, Special Provisions.
2. Remove all merchantable logs bucked from green standing timber prior to deterioration from sap rot.
3. Prevent loss of merchantable log volume through the application of proper felling and bucking.

F. Purchaser shall pay County for loss of merchantable log volume resulting from non-compliance with the above stated requirements. Such loss of merchantable log volume shall be paid for at the purchase prices stated in Section 2 of Exhibit B, Special Provisions hereof.

#### SECTION 7. TRUCK LOAD RECEIPTS & LOAD NUMBER TAGS

A. County shall furnish Purchaser with books of multi-part serially numbered log load receipts with a load number tag to be attached to each load. All loads shall be tagged as follows:

1. **Purchaser shall designate a person who is competent and continuously employed at the place of loading logs to prepare and issue a Truck Load Receipt and to attach a Load Number Tag to each load of logs prior to the removal of such load from the loading area. Mule train loads shall have two load tickets. Purchaser shall be responsible to make sure a means to attach tag is continuously available in the form of a stapler or tacks. Purchaser shall also provide a clear plastic covering for such tickets such as a "sandwich bag" during periods of inclement weather. For each load observed by County that has left loading area as defined by County without a load ticket, \$100.00 will be added to final billing.**

2. The truck driver shall sign the receipts for a given load of logs and retain the first copy of the receipts during transit of logs from the sale area to the point of log scaling. At the point of log scaling, the truck driver shall give this receipt to the third party log scaler.
3. The second copy of the Truck Load Receipts is to be retained in the bound form of the receipt book and kept until each book of receipts has been used, at which time such books, including the receipt copies, are to be given to County as directed by County.
4. The Load Number Tag, which is attached in the receipt book to each set of receipts, shall be securely attached to the front end of the logs of the load for which a receipt has been prepared. To the extent possible, this Load Number Tag shall be attached to the left front wing log of the load, so as the entire tag will be visible to a vehicle approaching the truck while in transit.
5. Purchaser shall account for each and every serially numbered log load receipt, and shall pay damages to County for all log load receipts not accounted for by proof of scaling. Damages shall consist of full stumpage rate for each missing receipt, on the basis of average volume of the 10 largest loads of logs scaled from the timber sale area, charged at the highest species rate.

#### SECTION 8. LOG SCALING AND ACCOUNTABILITY OF SCALE

A. All merchantable logs ("designated timber" under Section 6, Exhibit B of Special Provisions) from the timber sold under terms of this contract are to be scaled in accordance with the following instructions:

1. County will accept scaling done by the Columbia River, Mountain Western, Pacific, Northwest, or Yamhill log scaling and grading bureaus. Scaling by other parties or individuals will be accepted only with the prior consent of County.
2. Log grades are defined in the Official Log Scaling and Grading Rules published by the Northwest Log Rules Advisory Group in effect at the time logs are scaled.
3. Purchaser shall provide that the scaling of logs be performed in such a manner as to secure for County a current and accurate accounting of log volume removed from the timber sale area. All costs of scaling and all costs in connection with reports furnished to County shall be paid by Purchaser.

B. Purchaser shall furnish County evidence prior to log hauling from the sale area that instructions have been given as follows:

1. To Truck Drivers: To surrender Truck Load Receipts to third party log scaler. Any mule train log loads shall have 2 tickets (one for each trailer).
2. To Scaler: To enter the Truck Load Receipt Number on the accompanying log Scale Tickets, and to attach the Truck Load receipt to the Log Scale Tickets.
3. To Log Scaling Bureaus: To deliver to County copies of the log scale tickets as frequently as possible, but not less than once per week, and to deliver to County copies of Bureau Certificates as frequently as they become available.
4. Scaling Instructions: Purchaser agrees that County shall provide instructions to the approved third-party scaling organization for the scaling practices to be used

for timber removed from the timber sale area. Instructions shall conform to the terms of this contract, including special scales as necessary. Purchaser shall acknowledge and sign such instructions and shall be provided a copy.

5. Special Scaling Instructions: Segment scaling or grading of logs in excess of 40 feet in gross scaling length shall use actual taper. Procedures are set forth in "Segment Scaling and Grading of Long Logs - All Species - Oregon State Forestry Department Scaling Instructions".
6. Adjust Scaling Diameters and Lengths: (pencil buck) according to Westside "Oregon State Forestry Department Special Service Scaling Instructions". Any conifer log having a gross scaling diameter of less than 6" shall be pencil bucked for the purpose of determining the volume and grade of the log. For the purpose of this contract, to pencil buck shall mean the procedure of determining where the contract specified minimum diameter occurs on a log presented with a scaling end less than the contract specification, and determining the scaling length to that point. An example would be where the contract minimum is 6 inches and a log is presented with a 3 inch scaling diameter, the log is scaled as if the portion from the 3 inch end to where the log becomes 6 inches in diameter does not exist.
7. Logs Damaged During Handling: Mechanical damage to logs shall be prevented during log loading, unloading, and rollout. Deductions for damage occurring during these operations shall not be allowed.
8. Add-Back Volume: Scaling deduction for deterioration due to abnormal delay in removal of logs from the sale area shall not be allowed in determining net volume. Volume of material deteriorated due to delay in removal shall be reported to County and paid for at the contract price. Cost for separate reports shall be paid by Purchaser.
9. Measurement by Weight: For conifer logs less than 20 board feet and utility (pulp) conifer logs to be removed at the ton price shown in Section 2 of Exhibit B, Special Provisions, and all hardwood logs. The scales shall be State certified and sealed. The gross weight and the truck tare weight for each load shall be machine printed on the weight ticket. Scale operator shall enter the Truck Load Receipt Number on the accompanying Weight Scale Ticket, and attach the Truck Load receipt to the Weight Scale Ticket. Purchaser shall furnish these tickets to County as frequently as possible, but not less than once per week. County may approve the use of converting factors or special scaling procedures to accommodate removal of certain wood products.
10. For logs removed from sale area and not receiving approved scale as shown and required in Section 8 (A) County may at its discretion bill Purchaser triple the rate as specified in Section 2 of this contract.

#### SECTION 9. LOG BRANDING AND MARKING

A. All County timber originating from County timber sales shall be painted and branded with an assigned and registered brand before removal from the loading area as defined by County. Unless prevented by the size or condition of the wood, one end of all logs originating from County timber sales shall be hammer branded and one end shall be painted with a paint type and color determined by the County Forester and provided by Purchaser.

B. If properly marked County timber is subdivided into smaller pieces for any other purpose than immediate processing, each piece must be branded with a County brand specifically used for this purpose and signifying the unprocessed timber is County timber ineligible for export. The County Forester's export restriction branding hammers can be obtained from the County Forester upon request.

C. Purchaser shall not have branding hammers on the timber sale area other than those issued by County in accordance with this section.

D. Purchaser shall be responsible for keeping secure and returning such brands to County within 30 days of completion of logging. County may charge Purchaser the sum of \$100.00 for any brand which is not returned for any reason.

#### SECTION 10. FELLING

A. Purchaser shall comply with the following requirement for felling:

1. Fell all trees and snags (except as designated for wildlife in Section 31 of Exhibit B, Special Provisions) which are 15 feet or more in height. This requirement also applies to brushy species such as vine maple, cascara, cherry, and willow.
2. Maximum stump height shall be 12 inches or 50% of stump diameter, whichever is greater. Heights will be measured on the uphill side.
3. Trees shall not be felled across timber sale boundaries unless authorized in writing by County. Any trees that fall across sale boundaries shall be yarded back into the sale area prior to limbing or bucking.
4. Flaggers/traffic control will be required during falling operations near roadways. Curry County Road Department may be available for flagging. If not, Purchaser will be credited \$1,200.00 per day for flagging when required for up to 10 days.

B. Purchaser shall employ the following timber cutting practices on the sale area(s), unless otherwise approved by County:

1. Trees shall be felled to the longest lay, using the necessary means (wedging, jacking, etc.,) favoring a quartering uphill lead.
2. Trees shall not be felled across draws, over ridges, or across previously felled trees.
3. Trees that cannot be controlled into desired felling patterns (snags, rotten-butted trees, heavy leaners, etc.,) shall be felled first and the direction of subsequently felled timber corrected accordingly.
4. Felling shall be done in a way as to comply with the intent of OAR 629-630-0600 (Felling: removal of slash).
5. Trees felled by mechanical means will be restricted to allowable ground based yarding areas and time periods unless authorized by County in writing.

#### SECTION 11. BUCKING

Prior to yarding, all merchantable tree segments are to be bucked in such a manner as to utilize the total length of such segments to the nearest one foot in merchantable length. "Long-butting" of sound logs will not be permitted. Flush cutting of log ends will not exceed 6 inches.



Merchantable trees greater than 2 long log lengths (up to 40' each + trim) plus a top less than 8" in diameter shall be bucked so as not to exceed the fore mentioned restriction. This will include those felled by mechanical means unless specifically waived by County in written form.

Examples: A 2 ½ log tree + top would need one long log bucked off as would a 3 log tree. A 4 log tree would need 2 long log lengths bucked off as either 2 long logs or 1 segment containing 2 long logs. A 5 log tree would need to be bucked so no segment exceeds 2 long logs + a top less than 8" diameter. Any waiver to the above will be required to be in written form (letter, text, or email) from County Forester.

## SECTION 12. YARDING

**A. Ground yarding will be permitted during dry weather periods from May 15 to October 15 on those areas where slopes average less than 30% unless otherwise approved in writing by County Forester.**

B. All trees, except snags, which are 10" or larger at stump height shall be yarded to landing areas. Trees shall be yarded with tops left attached to the top log and prior to limbing operations (operator may do such limbing as necessary to facilitate bucking). Yarding is to be done in such a way as to minimize breakage. Purchaser shall buck felled timber prior to yarding in order to accomplish this goal. If Purchaser chooses to "shovel log" those portions of the sale area where permitted, logging slash shall be shovel piled on the unit concurrently with logging at direction of County. Purchaser shall suspend ground yarding operations during periods of high soil moisture as determined by County. Skidder or dozer logging not permitted.

**C. Cable yarding will be required on those areas where slopes average more than 30% and on the entire unit if logged during wet weather.** Logs shall have at least one end suspended when yarding through the Harvest Area. "Lift trees" may be necessary to log some portions of the harvest area and to comply with the requirements of OAR 629-630-0700 (Yarding; Cable equipment Near Waters of the State).

D. All trees, except snags, which are 10" or larger at stump height shall be yarded to landing areas. Trees shall be yarded with tops left attached to the top log and prior to limbing operations (operator may do such limbing as necessary to facilitate bucking). Yarding is to be done in such a way as to minimize breakage. Purchaser shall buck felled timber prior to yarding in order to accomplish this goal.

E. If tailhold trees or guyline trees outside of the timber sale area are necessary to facilitate yarding operations, Purchaser must acquire written approval from County prior to their use. Upon approval, clearly mark each tree and take precautions to prevent damage to said trees including, but not limited to:

1. Using trees near the timber sale boundary that can be felled and yarded without causing damage to reserved timber.
2. Using tree plates, tires, or other suitable materials between cable straps and the tree to prevent scarring the tree.
3. Limiting notching of the tree – to prevent strap slippage – to less than 25 percent of the circumference of the tree, unless the tree has been approved to be cut and removed.

**F. EXCEPTION TO YARDING REQUIREMENTS:** County may designate material to be left as necessary to meet the requirements of ORS 527.676 ("Downed Logs").

### SECTION 13. FIRE EQUIPMENT

During closed fire season, Purchaser shall provide an engine with a 1,000 gallon capacity, 2,000 feet of fire hose (1,000' of 1" and 1,000' of 1 1/2"), one gated wye valve, and two adjustable nozzles in constant readiness on the sale area. The engine must be self-filling and be able to travel fully loaded, under its own power, on all truck roads providing access to or within the sale area. Such equipment shall be credited toward requirements of OAR 629-043-0020 for water supply, hose, and nozzle. In addition to complying with the requirements of the Industrial Fire Protection Level systems, operator shall cease operation of all power driven equipment when relative humidity is less than 35%.

### SECTION 14. TREATMENT OF SLASH

All landing/shovel piles shall be placed in stable locations, away from standing timber and public roads (200' minimum) at direction of County. Piles shall be tight and free of earth. **If Purchaser chooses "woody biomass removal option":** All landing/shovel piles shall be removed from the timber sale area either by grinding and hauling or loading and hauling slash to a remote location for further processing. Ground operations under this option are subject to the same restrictions (soil moisture and slope) as ground yarding (Section 12). Note: "Slash" does not include any logs for which a price has been established under Section 2 of Exhibit B, Special Provision. Woody Biomass removal operations which employ ground based equipment to process/haul slash piles which are not located along roads and landings which have been surfaced for wet weather hauling, are only permitted during dry weather periods from May 15 to October 15 and are limited to slopes less than 30%.

### SECTION 15. ADDITIONAL TIMBER

**Additional timber may be designated for cutting and removal under terms of this contract, subject to the following:**

- A. County will permit the addition of timber upon request from Purchaser where it can be shown to be necessary to the required performance of other provisions of this contract.
- B. County and Purchaser may agree to the addition of timber as necessary to:
  - 1. Salvage nearby damaged timber.
  - 2. Effectively implement modifications in details as provided for under Section 26 of Exhibit A, Standard Provisions.

Such additional timber will be sold at the purchase prices stated in Section 2 of Exhibit B, Special Provisions, unless a specific difference in the quality or logging cost of the added timber warrants an adjustment in the purchase price. If the added timber warrants an adjustment in purchase price, Purchaser and County shall negotiate an appropriate purchase price applicable to the added timber.

### SECTION 16. SPECIAL PRODUCTS

Purchaser shall not sell special products from the sale area, or allow firewood, shake, or post cutting, or any other special products manufacturing on the sale area without prior written approval of County. Special products are any products not in log form manufactured from material having a price under the contract.

SECTION 17. ACCESS ROAD - ROAD MAINTENANCE

The timber sale areas will be accessed as follows: The existing Airport County Road. New construction of temporary road segments will be required to access the sale area. This is a "dry weather" sale. Purchaser may operate under wet conditions with written approval, but under no circumstance shall Purchaser allow mud or dirt to be tracked onto paved roadways. If this occurs Purchaser shall immediately clean roadways.

A. For the purposes of this provision, "access road" shall apply to those roads from their junction with Airport Road to their ends. Roads shall be placed as near as possible to routes indicated on Exhibit C. Location will be flagged if needed.

B. During Purchaser's use hereunder, including use for "woody biomass removal" operations, Purchaser shall perform or contribute to the performance of road grading of the access road as may be necessary to maintain the road surface in its original condition. Such grading shall be done in that proportion which Purchaser's use of this road segment is to the total commercial use of the segment.

C. Upon completion of use of this segment, Purchaser shall grade the road surface to a smooth condition and clean ditches and culverts as directed by County and/or, waterbar, barricade and perform erosion control at direction of County.

D. Purchaser shall be responsible for the repair and cost of any specific damage done to the access roads as may be caused by Purchaser's operations including rock replacement. Purchaser shall not use rock road segments within or near the sale boundaries as a landing/platform or daily thoroughfare for the yarder, loader, delimber, dozer, or any other similar piece of equipment during the logging operation without written permission of County.

SECTION 18. SPUR ROADS

Purchaser may construct additional spur roads and landings as necessary within the Harvest Unit. The location of such shall be subject to prior approval by County. If wet weather operation (Section 23) is planned, all rock will be furnished at Purchaser's expense unless otherwise approved by County in written form (letter, text, or email).

SECTION 19. ROAD CONSTRUCTION SPECIFICATIONS – N/A

SECTION 20. CULVERTS – INSTALLATION AND OTHER DRAINAGE

A. Furnish and install culverts as needed on roads identified on Exhibit C. County will credit Purchaser at the following rates for culvert and installation combined.

12" \$19.00 per linear foot.

18" \$25.00 per linear foot.

24" \$34.00 per linear foot.

B. Actual positioning of culverts shall be such as to best serve the natural drainage tendencies of the general "P" line locations.

C. Culverts shall be bedded, and adjacent fill dirt compacted so as to prevent displacement in the alignment of the culvert after culvert fill is completed.

- D. County may require that culverts be removed and re-installed, if culvert shows serious displacement in alignment after installation.
- E. Culverts shall have a minimum of one foot of fill over the culverts; or a minimum amount of fill equal to 1/2 the culvert diameter for culverts over 24" in diameter.
- F. Culvert shall consist of galvanized corrugated steel pipe or double walled P.V.C. (for culverts 36" or less).
- G. Culverts shall be a minimum of 18" in diameter unless otherwise specified by County.
- H. Minimum gauges shall be:
- 12" to 24" Dia.: 16 gauge
- 30" to 36" Dia.: 14 gauge
- I. Construct "ditch-outs" when feasible in locations that are favorable for relief of excessive ditch flow. Such locations will not allow excess to flow directly into waters of the State.

SECTION 21. ROAD MAINTENANCE ROCK -- N/A

SECTION 22. ROAD ROCK SPECIFICATIONS AND DISTRIBUTION -- N/A

SECTION 23. WET WEATHER OPERATION -- N/A

SECTION 24. BARRICADES

Purchaser shall barricade and rip any fire trails, skid trails, or roads upon completion of use at direction of County. Such work shall be constructed as necessary to prevent future vehicular entry.

SECTION 25. PROJECTS - LOCATION

Purchaser shall perform and complete the projects listed hereunder in accordance with the specifications set forth in this contract and instructions pertaining thereto from County. The locations of the projects are shown on Exhibit C, Harvest Unit Location Map, or otherwise specified. All materials shall be furnished by Purchaser unless otherwise specified.

SECTION 26. PAYMENT OF CREDITS

A. In the event that credits become due either County or Purchaser as a consequence of modifications of contract details, payment for such credit shall be accounted for by means of an adjustment in the last installment payment due on this contract.

B. County shall be entitled to a credit for any project work which is not completed by Purchaser, where the value of such project work was used in a determination of the original minimum acceptable bid. Such incomplete work shall be valued at the original appraised values used by County.

SECTION 27. CLEANING OF LOGGING EQUIPMENT

To help prevent the spread of noxious weeds, Purchaser and/or its operators must thoroughly wash logging equipment prior to entering County Forest lands.

SECTION 28. ADJACENT PROPERTY

Private property and Oregon Department of Transportation on all sides. Purchaser or its subcontractors shall not enter other properties without written permission from land owners.

SECTION 29. PROTECTION OF PROPERTY CORNERS

Purchaser shall take care not to damage property corners which are identified on Exhibit C, Harvest Unit Location Map, and flagged on the ground.

SECTION 30. PROTECTION OF STREAMS AND WETLANDS

A "Written Plan" will be submitted for protection of streams adjacent to or running through the Harvest Unit. Purchaser shall at its own expense, comply with any and all provisions of the "Written Plan" (see Exhibit D) and any other requirements of the Oregon Forest Practices Act which may be in effect at the time of harvest. Purchaser shall be responsible for any and all penalties including but not limited to: fines, civil penalties and/or costs of corrective actions imposed under ORS 527.990 and 527.992 for non-compliance with any Forest Practices rules in effect at the time of harvest.

SECTION 31. WILDLIFE TREES AND SNAGS

Wildlife trees/snags, whether located singly or in clumps, and which are inside the posted unit boundary are painted on at least two sides with a yellow "W". Such trees are to be protected during the logging operation.

SECTION 32. HAZARDOUS SUBSTANCES AND SPILL RESPONSIBILITIES

A. "Environmental Laws" means all present or future federal, state, and local laws or regulations related to the protection of health or the environment, including the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 *et seq.*), the Toxic Substances Control Act (15 USC §2601 *et seq.*), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), amendments to the foregoing, and any rules and regulations promulgated thereunder.

"Hazardous Substances" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation, any hazardous material, hazardous substance, ultra-hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by environmental laws.

B. Purchaser will be held responsible for any and all releases of environmental pollution during performance of the contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Purchaser agrees to promptly dispose of such spills or leaks to the satisfaction of the County Forester and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the County. Further, Purchaser shall at all material times hereto, including after termination of this Contract, where applicable, comply with all federal, state, local laws or regulations including, but not limited to, all environmental laws.

C. Purchaser shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of time, related to or arising out of a spill, release, discharge, or leak of (or from)

any environmental pollutant or hazardous substance or material. Nothing in this section shall limit Purchaser's liability or responsibility under Section 26 of Exhibit A, Standard Provisions, "Insurance" of this contract.

D. Purchaser shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR, Part 302, Table 302.4 for hazardous substances and in ORS 466.605 or OAR 340-142-0050 for petroleum products. Upon discovery, regardless of quantity, Purchaser must telephonically report all releases to the County Forester. A written follow-up report shall be submitted to the County Forester within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

1. Description of items released (identity, quantity, and all other documentation required by law);
2. Whether amount of items released is EPA/DEQ reportable, and if so, when it was reported;
3. Exact time and location of release, including a description of the area involved;
4. Containment procedures initiated;
5. Summary of communications about the release Purchaser has had with members of the press, or State or County officials other than the County Forester;
6. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue; and
7. Personal injuries or property damage, if any, resulting from, or aggravated by, the release.

### SECTION 33. INDEMNIFICATION

Except to the extent caused by the gross negligence or willful misconduct of County, Purchaser agrees to indemnify, defend and hold County harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges, and expenses (including, without limitation, reasonable attorney fees and costs at trial and on appeal; environmental response and remedial costs; environmental consultant and laboratory fees; and natural resources damages) that may be imposed on or incurred by or asserted against County by reason of any of the following occurrences during the term:

1. Any work or thing done, in, on, or about all or any part of the Premises by Purchaser or any party other than County.
2. Any negligence on the part of Purchaser or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees;
3. Any accident, injury, or damage to any person or property occurring in, on, or about the Premises, even if caused in part by the negligence of County, but only up to the limits of Purchaser's liability insurance coverage with respect to any such negligence of County; and
4. Any failure of Purchaser to comply with or to perform any covenant, agreement, term, provision, condition, or limitation that this Contract requires Purchaser to comply with or to perform, including without limitation Purchaser's compliance with the Legal

Requirements and the release of Hazardous Substances in violation of environmental laws.

This Section 33 will survive the termination or revocation of this Contract.

# Exhibit "C"

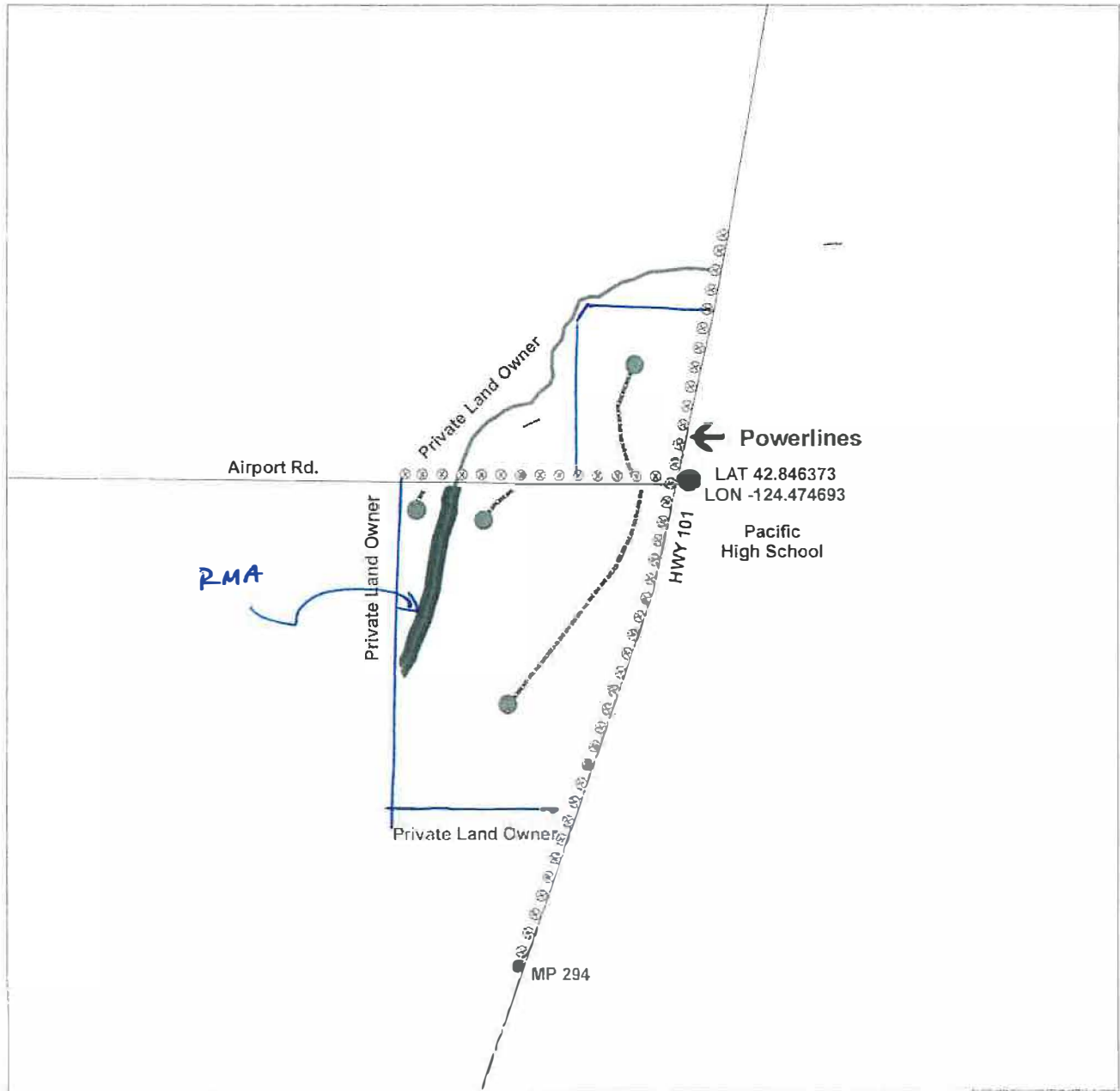
## Harvest Unit Location Map

### Page 4-4

Curry County Timber Sale No. CC-1-22  
Harvest Area: Approximate Acres- 31  
Location: Portions of Sec 33 T31S R15W



\*All Proposed Road Locations are Approximate\*



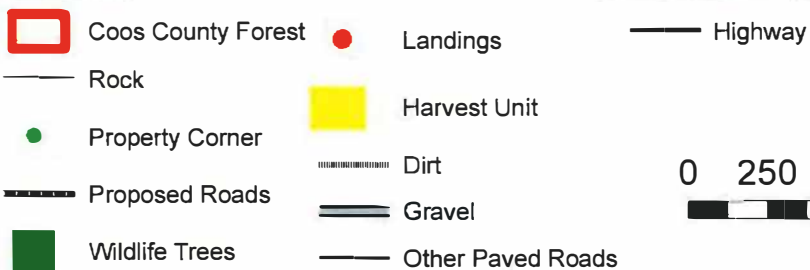
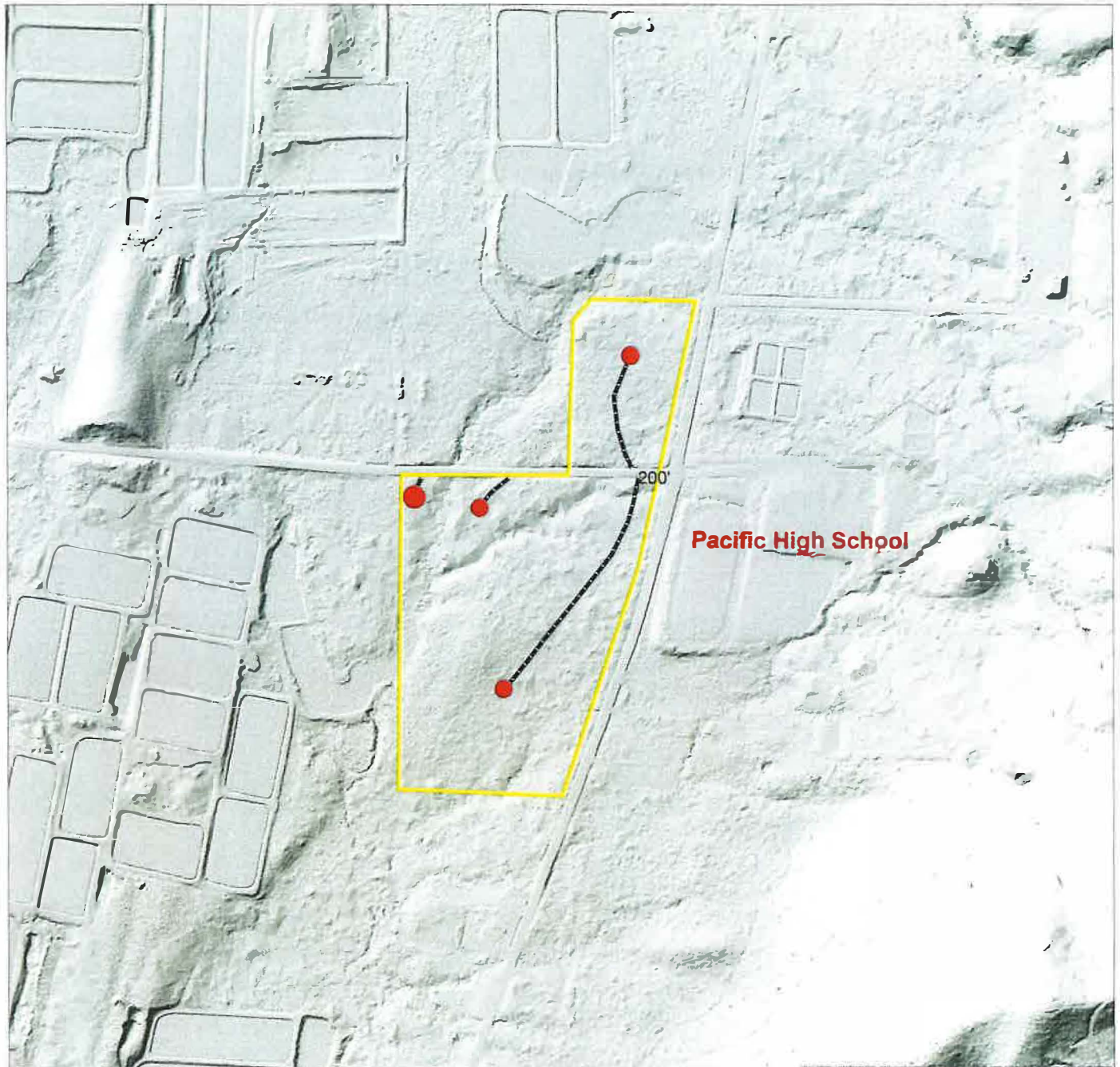


# Curry County Timber Sale

Approximate Acres- 31



\*All Proposed Road Locations are Approximate\*



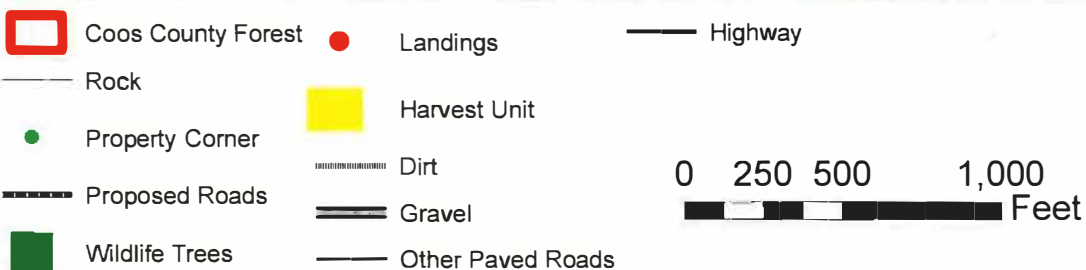


# Curry County Timber Sale



Approximate Acres- 31

\*All Proposed Road Locations are Approximate\*





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

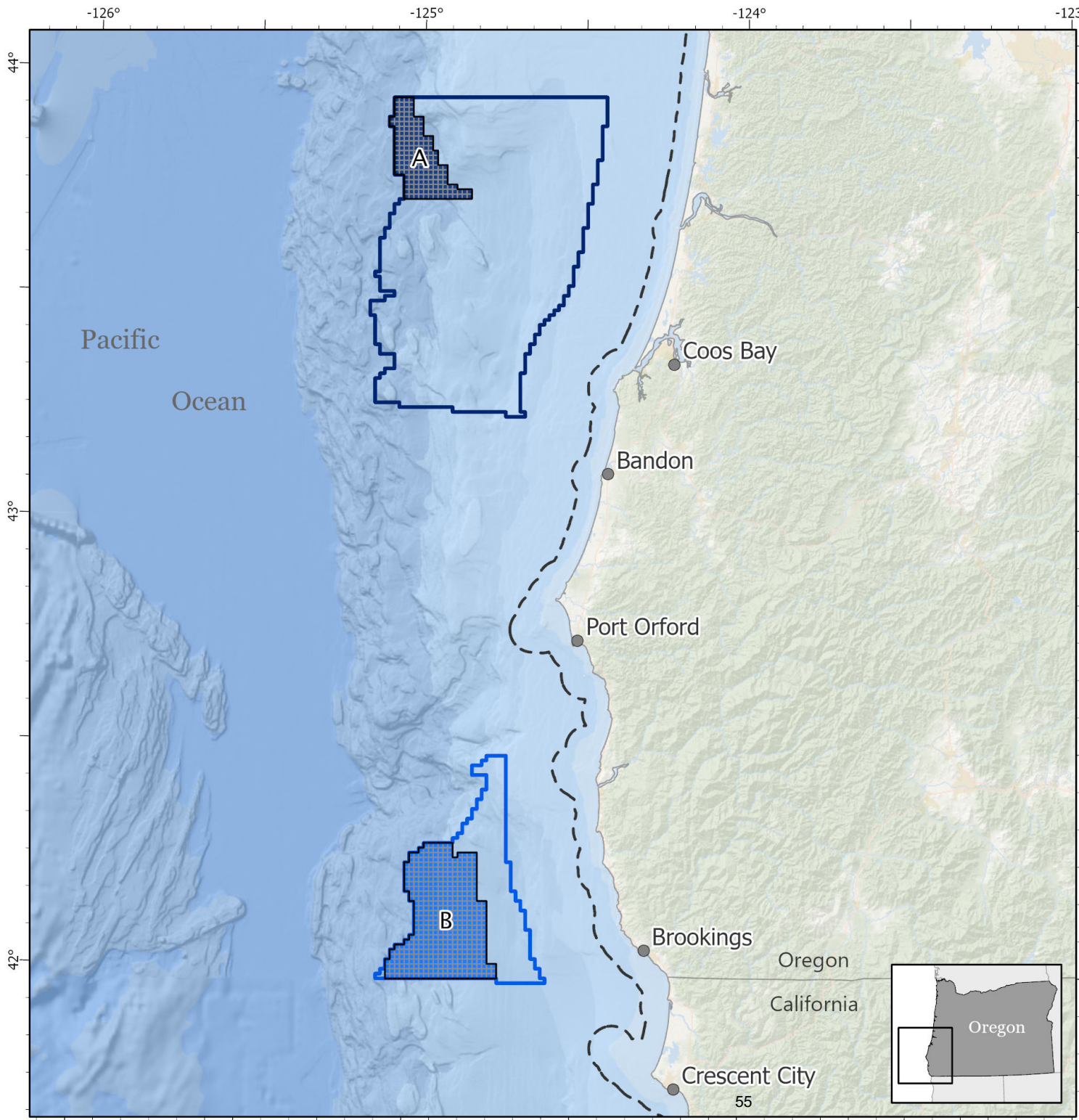
<b>Agenda Date:</b>	<b>Agenda Item Title:</b>	
9/20/23	Discussion regarding the Port Orford Transfer Station Building	
<b>Time Needed:</b>		
20 minutes		
<b>Financial Impact:</b>	<b>Description and Background:</b>	
TBD	<p>Concerned citizens have reached out regarding the current condition of the Port Orford Transfer Station on Arizona Street in Port Orford.</p> <p>The County has limited resources available, but has funds set aside that can be used to repair the building.</p>	
<b>Category:</b>		
<input checked="" type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
<b>Requested Motion:</b>		
N/A		
<b>Attachments:</b>	<b>Instructions Once Approved:</b>	
1.	N/A	
2.		
3.		
4.		
5.		
<b>Contact Person – Name and Department:</b>		<b>Date Submitted:</b>





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

<b>Agenda Date:</b>	<b>Agenda Item Title:</b>	
9/20/23	BOEM Wind Energy Proposals	
<b>Time Needed:</b>		
20 minutes		
<b>Financial Impact:</b>	<b>Description and Background:</b>	
TBD	<p>The Board will discuss ongoing proposals for the creation of wind energy facilities off the coast of our County.</p> <p>BOEM has opened a public comment window for the proposal, and in addition to participating in that, the County intends to incorporate public input in its official response to BOEM.</p>	
<b>Category:</b>		
<input checked="" type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
<b>Requested Motion:</b>		
N/A		
<b>Attachments:</b>	<b>Instructions Once Approved:</b>	
1. 2. 3. 4. 5.	N/A	
<b>Contact Person – Name and Department:</b>		<b>Date Submitted:</b>



# Oregon Draft Wind Energy Areas

- Federal / State Boundary
- Oregon Principal Ports
- Draft Wind Energy Area – A
- Draft Wind Energy Area – B
- Coos Bay Call Area
- Brookings Call Area



0 20 40  
Miles

0 30 60  
Kilometers

Scale: 1:1,360,000

Map Date: 8/14/2023 PAC\_10039  
Datum: North American 1983

**BOEM**  
Bureau of Ocean Energy  
Management

Background Data Source:  
CHS, Esri, GEBCO, DeLorme, NaturalVue

## **DEPARTMENT OF THE INTERIOR**

### **Bureau of Ocean Energy Management**

**[Docket No. BOEM-2023-0033]**

#### **Draft Wind Energy Areas – Commercial Leasing for Wind Power Development on the Oregon Outer Continental Shelf (OCS)**

**AGENCY:** Bureau of Ocean Energy Management (BOEM), Interior.

**ACTION:** Draft Wind Energy Areas; request for comments.

**SUMMARY:** This Draft Wind Energy Area (WEA) notice (the notice) invites public comment on the Draft WEAs on the OCS offshore the Oregon coast. BOEM will consider information received in response to this notice to identify Final WEAs as part of the Area Identification (Area ID) process. Those interested in providing comments and information regarding site conditions, resources, and multiple uses in close proximity to or within the Draft WEAs should provide the information requested in section 9, which is entitled, “Requested Information from Interested or Affected Parties.” BOEM may or may not offer a lease for a commercial offshore wind energy project within the Draft WEAs after further government consultations, public participation, and environmental analyses.

**DATES:** Submit your comments on the Draft WEAs by October 16, 2023. Late submissions may not be considered.

**ADDRESSES:** Please submit comments and information by either of the following two methods:

1. Federal eRulemaking Portal: <http://www.regulations.gov>. In the search box at the top of the webpage, enter BOEM-2023-0033 and then click “search.” Follow the instructions to submit public comments and to view supporting and related materials.
2. U.S. Postal Service or other mail delivery service. Send your comments and other information to the following address: Jean Thurston-Keller, Bureau of Ocean Energy Management, Pacific Regional Office – Renewable Energy Section, 760 Paseo Camarillo, Suite 102 (CM 102), CA 90101.

**FOR FURTHER INFORMATION CONTACT:** Jean Thurston-Keller, Project Coordinator, Bureau of Ocean Energy Management, Pacific Regional Office – Renewable Energy Section, 760 Paseo Camarillo, Suite 102 (CM 102), Camarillo, CA 90101, [Jean.Thurston-Keller@boem.gov](mailto:Jean.Thurston-Keller@boem.gov)

## SUPPLEMENTARY INFORMATION

### *1. Authority*

This notice of Draft WEAs is published under subsection 8(p)(3) of the Outer Continental Shelf Lands Act (OCSLA), 43 U.S.C. 1337(p)(3), and its implementing regulation at 30 CFR 585.211.

### *2. Purpose*

This notice invites public comment on the Draft WEAs on the OCS offshore the Oregon coast and presents the results of a spatial suitability model developed by the National Oceanic and Atmospheric Administration (NOAA), National Centers for Coastal Ocean Science (NCCOS) and informed by the Bureau of Ocean Energy Management (BOEM), collectively referred to as the Oregon WEA Spatial Modeling Team (Team). The draft BOEM/NCCOS joint report entitled, “A Wind Energy Siting Analysis for the Oregon Call Area” (available at [www.boem.gov/renewable-energy/state-activities/Oregon](http://www.boem.gov/renewable-energy/state-activities/Oregon)) summarizes the methods and analysis used to develop draft Wind Energy Area Analysis and suitability modeling efforts.

### *3. Background*

BOEM’s competitive lease issuance process requires a Call for Information and Nominations (Call), which requests comments from the public about areas of the OCS that should receive consideration and analysis for the potential development of renewable energy (30 C.F.R. § 585.211(a)). A state-wide planning effort may be used to inform the development of a Call. Comments received on the Call are then used to inform the Area ID process.

The Area ID process is a required step under the renewable energy competitive leasing regulations for the identification of areas for environmental analysis and consideration for leasing (30 C.F.R. § 585.211(b)). The Area ID process takes into consideration multiple competing uses and environmental concerns that may be associated with a proposed area’s potential for commercial renewable energy development. The development of Draft WEAs and seeking public comment on these areas are not required under BOEM’s regulations. However, BOEM incorporated such processes in Oregon for a more transparent and inclusive Area ID process in response to comments requesting additional engagement steps, siting data concerns, and the use of spatial modeling in the development of lease areas.

BOEM prepares an Environmental Assessment (EA), pursuant to the National Environmental Policy Act (NEPA) before any lease sale. The objective of the environmental analysis is to estimate the nature, severity, and duration of impacts that might occur from site assessment (i.e., deployment and installation of a meteorological buoy(s)) and site characterization activities (i.e., biological, archaeological, geological and geotechnical surveys) within the WEAs. Potential impacts of a specific proposed renewable energy facility in the identified areas would be addressed during the review of a Construction and Operations Plan (COP) when project specific data and information are available. Project specific information includes the data and analysis required in the COP, such as: information related to the general project design, and general fabrication and installation methodologies; as well as all cables and pipelines, including cables on project easements; a description of deployment activities; a list of solid and liquid wastes



generated; a listing of chemical products used (if stored volume exceeds Environmental Protection Agency (EPA) reportable quantities); a description of any vessels, vehicles, and aircraft used to support the activities; a general description of the operating procedures and systems; decommissioning and site clearance procedures; geological hazard information; general hazard information; water quality in the project area; biological resources in the project area; sensitive biological resources or habitats in the project area; threatened or endangered species present in the project area; archaeological resources in the project area; and coastal and marine uses.

a. Development of the Draft Call for Information and Nominations

In June 2020, BOEM held a BOEM Oregon Intergovernmental Renewable Energy Task Force (Task Force) meeting to discuss a draft Offshore Wind Energy Data Gathering and Engagement Plan that was distributed to Task Force members in March 2020. Based on feedback, BOEM and the Oregon Department of Land, Conservation and Development (DLCD) finalized and adopted the Data Gathering and Engagement Plan<sup>1</sup> (hereafter ‘Plan’) in October 2020. The Plan outlined how BOEM and the DLCD would engage with research organizations and potentially interested and affected parties to gather data and information to inform offshore wind energy planning and future leasing decisions offshore Oregon.

The Plan had three goals: to ensure (1) interested and affected parties are informed of the data and information-gathering process for offshore wind planning and have meaningful opportunities to provide input; (2) collection of the best current and available information during a data-gathering phase to inform potential offshore wind planning and any future leasing decisions offshore Oregon; and (3) BOEM and the State of Oregon will build partnerships and a sense of shared ownership in offshore wind energy planning with interested and affected parties.

The Planning Area (Figure 1) described in the Plan included the OCS seaward of Oregon’s territorial sea at 3 nautical miles (nm) where energy production from offshore wind was thought to be viable based on the current state of floating offshore wind energy technology. This area included water depths less than 1,300 meters with average wind speeds of at least 7 meters/second or 13.6 knots.

The DLCD, in partnership with BOEM, developed a data catalog and map viewer within the West Coast Ocean Data Portal to provide public access to the data gathered during the Oregon offshore wind planning process. This tool, known as the ‘OROWindMap’ is an online open source of data from the West Coast Ocean Portal and allows for the inclusion of new data sets, including those gathered during the outreach efforts described below. Additional information on the OROWindMap Tool may be found at: <https://offshorewind.westcoastoceans.org>.

<sup>1</sup> [Data Gathering and Engagement Plan for Offshore Wind Energy in Oregon](#). October 2020 (www.boem.gov). Last accessed April 11, 2023.



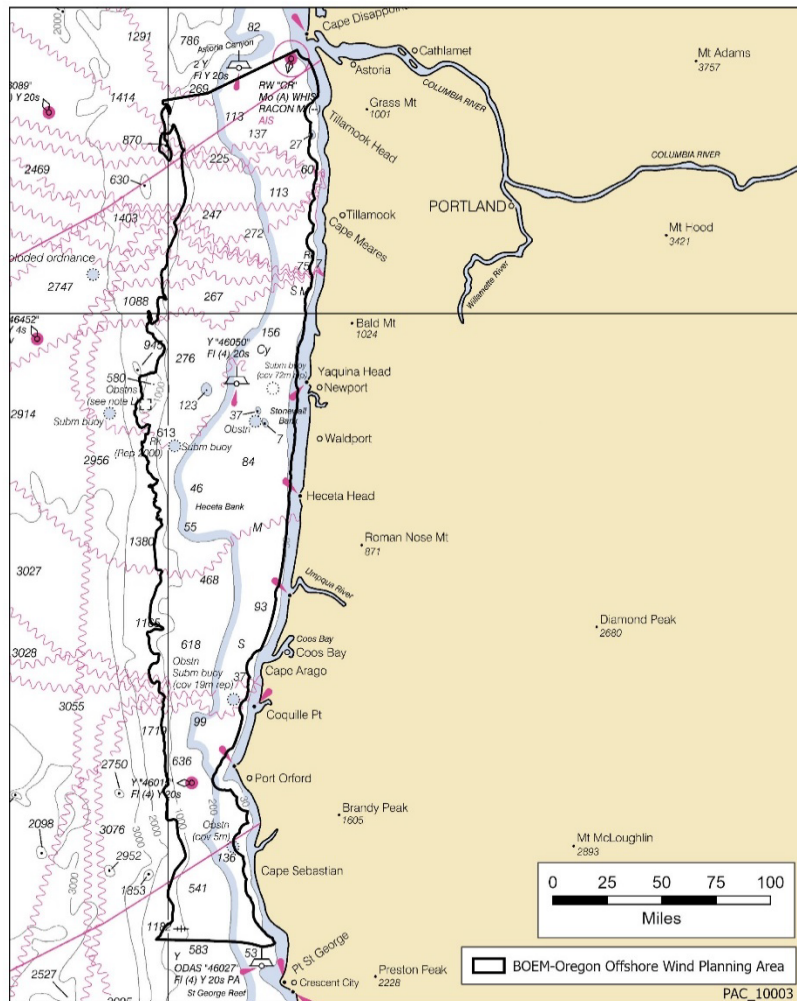


Figure 1: Oregon Planning Area.

Throughout 2021, BOEM and the DLCD hosted a series of outreach meetings geared towards specific stakeholders. More than 75 meetings were held with multiple interested parties including coastal communities, ocean user groups, the wind industry, research and environmental organizations, the general public, elected officials, and Tribal Nations. A Data Gathering and Engagement Summary Report<sup>2</sup> outlines the results of BOEM and DLCD's engagement through 2021. BOEM also hosted six public webinars and workshops in 2021. The webinar recordings and other information are available at <https://www.boem.gov/renewable-energy/state-activities/2021-oregon-offshore-wind-energy-planning-public-webinars>. BOEM and the DLCD also engaged with multiple community councils, commissions, and other organizations at their standing meetings when possible. Examples include city councils, the Oregon Ocean Policy Advisory Council, the Pacific Fishery Management Council, county boards of commissioners, some of the Oregon Seafood Commodity Commissions, and non-governmental organizations.

<sup>2</sup> [Data Gathering and Engagement Report OR OSW Energy Planning January 2022 \(boem.gov\)](https://www.boem.gov/renewable-energy/state-activities/2021-oregon-offshore-wind-energy-planning-public-webinars). Last accessed February 7, 2023.

BOEM reviewed the collected data and incorporated feedback from the aforementioned meetings, webinars and workshops, as well as discussions with the State of Oregon, Federal partners and Tribal nations to delineate three proposed Call Areas offshore Oregon. The proposed Call Areas were delineated with consideration of Oregon's 100% Clean Energy Law, technical suitability for offshore wind development, existing ocean uses, and preliminary wildlife and habitat considerations. In coordination with the State of Oregon, BOEM considered 3 gigawatts of near-term commercial development for the first leasing activities offshore Oregon. The Call Areas were focused offshore the south central and southern Oregon coast where the high wind energy resource would contribute to an estimated lower cost of energy and greater potential for commercial viability. Considerations for suitability for offshore wind development included analysis of existing data on prevailing seafloor conditions such as canyons and slopes, known paleo landforms and existing transmission infrastructure. Considerations for existing uses included using the best available data on commercial fishing activities, maritime navigation, and locations of existing subsea cables to delineate the proposed Call Areas.

Three proposed Call Areas, known as the Coos Bay, Bandon, and Brookings Call Areas (Figure 2), were shared with Task Force members at the February 16, 2022, BOEM Oregon Task Force meeting. BOEM and the DLCD requested feedback on the three proposed Call areas from members and public comment was collected during the meeting. The Bandon Call Area was removed from further consideration at this time after BOEM considered input on potential commercial fishing conflicts and sensitive habitats within the Call Area.

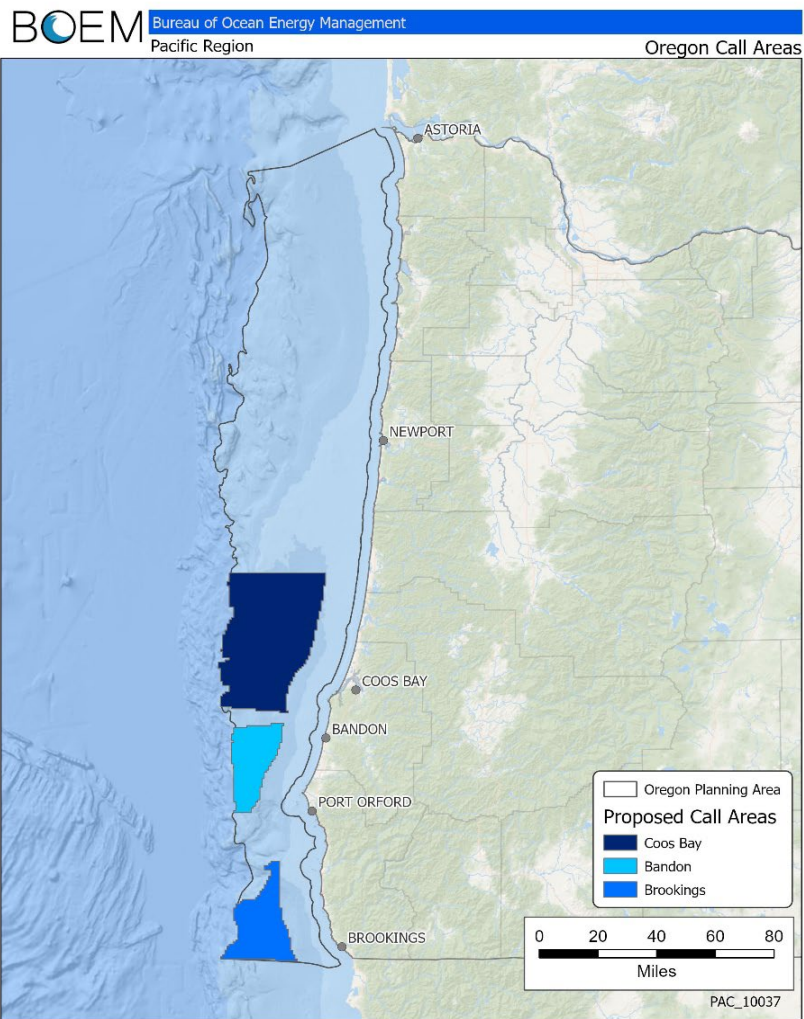


Figure 2: Oregon draft Call for Information and Nominations Areas.

b. Development of the Call for Information and Nominations

BOEM published the Call for Information and Nominations (Call) for the Coos Bay and Brookings Call Areas on April 29, 2022 (Figure 3). The comment period for the Call ended on June 28, 2022. BOEM received 278 comments, which are available at <https://www.regulations.gov/docket/BOEM-2022-0009>. BOEM received nominations from four wind energy companies, all of which have been legally, technically, and financially qualified. Nominations are available at: <https://www.boem.gov/renewable-energy/state-activities/Oregon>.

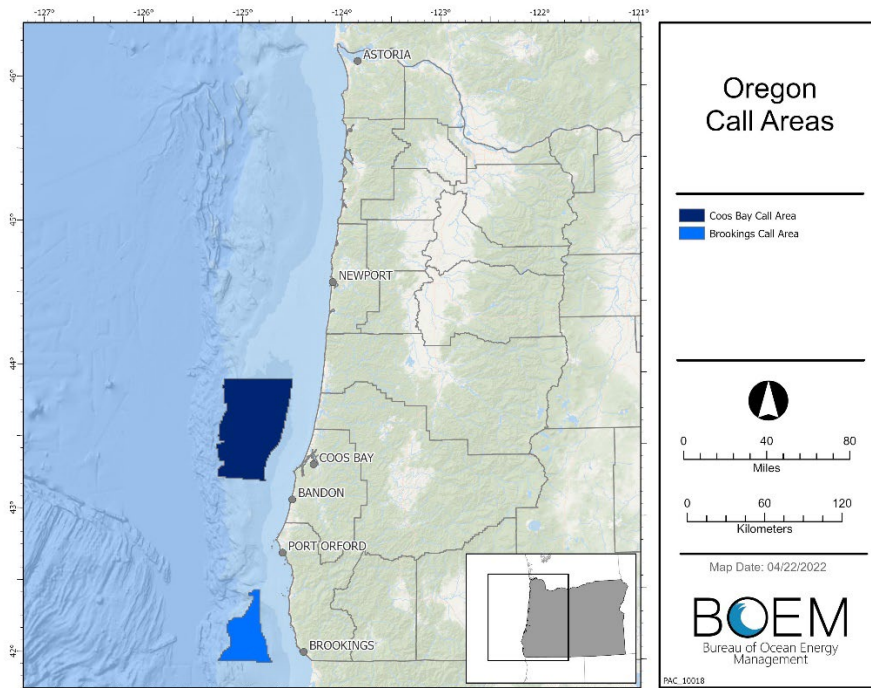


Figure 3: Oregon Call for Information and Nominations Areas.

#### 4. Development of the Oregon Draft WEAs

For purposes of identifying the Draft WEAs, BOEM considered the following non-exclusive information sources:

- Comments and nominations received on the Call for Information and Nominations
- BOEM Oregon Intergovernmental Renewable Energy Task Force meetings
- Data Gathering and Engagement Plan for Offshore Wind Energy in Oregon<sup>3</sup>
- Data Gathering and Engagement Summary Report: Oregon Offshore Wind Energy Planning<sup>4</sup>
- Input from state and Federal agencies
- Comments received via consultation meeting and written comment from federally recognized Tribes
- Comments from Tribal outreach meetings with federally recognized Tribes
- Comments from relevant ocean users and stakeholders, including the maritime community, environmental NGOs, offshore wind developers and the commercial fishing industry
- State clean energy goals
- Domestic and global offshore wind market and technological trends
- OROWindMap data and information<sup>5</sup>

<sup>3</sup> <https://www.boem.gov/sites/default/files/documents/regions/pacific-ocs-region/BOEM-OR-OSW-Engagement-Plan.pdf>. Last accessed March 15, 2023.

<sup>4</sup> <https://www.boem.gov/sites/default/files/documents/Data%20Gathering%20and%20Engagement%20Report%20OR%20OSW%20Energy%20Planning%20January%202022.pdf>. Last accessed March 15, 2023.

<sup>5</sup> <https://offshorewind.westcoastcoceans.org/>. Last accessed March 15, 2023.

BOEM received comments requesting increased transparency in the Area Identification (Area ID) process and consideration of leveraging an existing ocean planning model previously used in Southern California and the Gulf of Mexico for NOAA's Aquaculture Opportunity Area Atlases and the BOEM Gulf of Mexico and Central Atlantic Renewable Energy Area ID processes. In response, BOEM modified the Area ID process in a Notice to Stakeholders, which is available at <https://www.boem.gov/newsroom/notes-stakeholders/boem-enhances-its-processes-identify-future-offshore-wind-energy-areas>. This modified process is being used to support identification of Draft WEAs in Oregon (Figure 4).

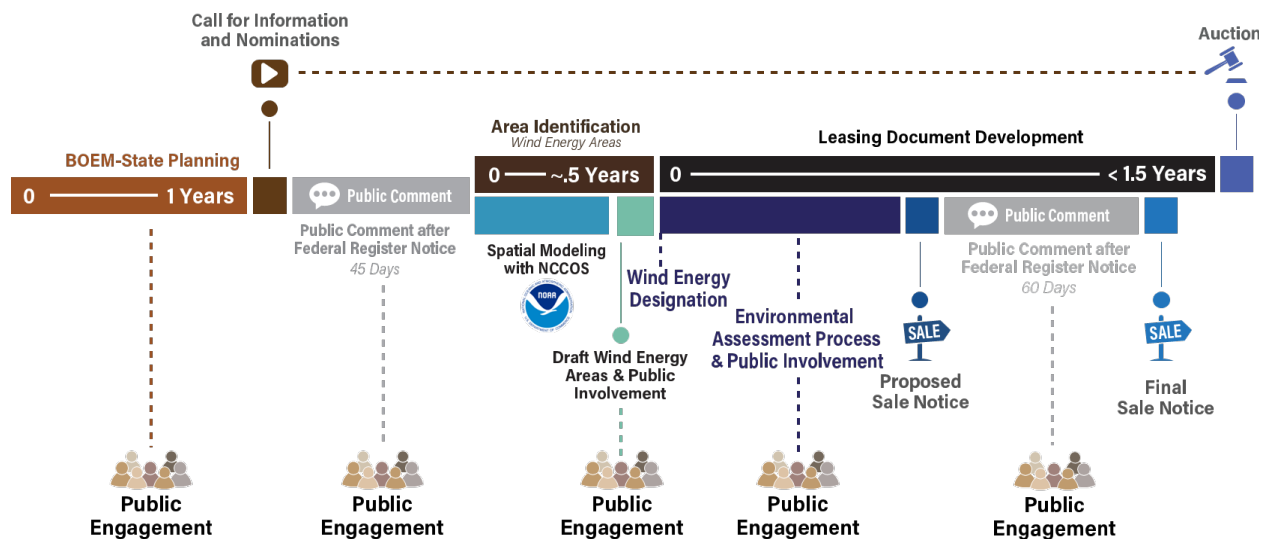


Figure 4: BOEM's leasing process

#### a. Ocean Planning

BOEM's process to identify Draft WEAs in Oregon was based on rigorous science with the goal of encouraging an informed, forward-looking, and sustainable wind energy industry that maximizes its operational efficiency and limits potential adverse interactions with other industries or natural resources. Additionally, BOEM used a suitability model to identify Draft WEAs in the Federal waters offshore Oregon. Due to several years of outreach and the creation of the OROWind Map tool, BOEM and DLCD were able to collect over 500 data sets to use in the ocean modeling tool.

BOEM identifies Draft WEAs based on the best available science and through public engagement to facilitate wind energy development; support environmental, economic, and social sustainability; and minimize resource use conflicts. To support the Area ID Process, BOEM is using the NCCOS suitability model. This tool is used to understand ocean ecosystems and the interactions of human uses and natural resources. This tool provides a mathematical calculation that is understandable, with minimal bias to support siting decisions. The tool uses several data layers, a model structure, and other factors to calculate a unique suitability score for each grid cell within a study area. The model identifies the grid cells with the highest scores and then develops heat maps that identify areas of relative suitability and conflict.



b. Study Area

On April 27, 2022, BOEM published a Call for Information and Nominations to assess commercial interest in and obtain public input on potential wind energy leasing activities in Federal waters off the coast of Oregon. The two Oregon Call Areas, consisting of 1,159,298 acres and shown in Figure 3, were used to define the NCCOS suitability model study area boundaries.

c. WEA Planning

BOEM's ocean planning processes follows a standard workflow: 1) identification of the planning objective; 2) inventory of data; 3) geospatial analysis of data; 4) interpretation of results; and 5) delivery of map products and reports to decision makers and ocean users. BOEM uses spatial data to represent known or potential environmental and ocean space use conflicts that could constrain, or conditionally constrain, the siting of offshore wind facilities in Federal waters. Using a multi-criteria decision analysis approach allows for evaluating numerous spatial data layers across diverse ocean uses.

In incorporating the NCCOS modeling effort, the data are incorporated into a spatially explicit model to identify areas that may be suitable for offshore wind development. Additionally, natural and cultural resources, industry and operations, various fishing activities, wind logistics, economics, and national security are described and identified in the WEA model suitability analysis, which is discussed in detail in the draft BOEM/NCCOS Joint Report, "A Wind Energy Area Siting Analysis for the Oregon Call Areas," which can be found at: [www.boem.gov/oregon](http://www.boem.gov/oregon). WEA siting informed by ocean planning is helpful in avoiding and minimizing adverse environmental, social, and existing user interactions. Existing datasets were used to have focused discussions with specific ocean users and receive early feedback.

d. Ocean Planning Model

In BOEM's Area ID process, the identification of WEAs requires an understanding of the relationship between different elements of the environment and ocean uses, as well as the practical requirements for offshore wind development. Developing a suitability model for Oregon requires compilation and analysis of best-available data. The Team developed a step-by-step approach for ocean planning using a logical workflow that began with framing the research questions (i.e., number of acres needed for a wind facility), data collection and inventory, then continued with spatial suitability modeling, identifying Draft WEA options using a unique precision suitability modeling strategy, further characterization of options, and finally, interpretation of results (Figure 5). Each step of the workflow diagram corresponds to an essential step of the study, with corresponding methods detailed in the "A Wind Energy Area Siting Analysis for the Oregon Call Areas" draft report.

The Team based its geospatial analysis for identification of Draft WEA options on a categorical framework to ensure relevant, comprehensive data acquisition and characterization for spatial suitability modeling. The Team developed an authoritative spatial data inventory that included data layers relevant to national security, natural resources, industry and operations, fisheries, and wind logistics, e.g., wind speed, distance to port, or water depth. With over 400 data layers included in this analysis, the maps, models, and descriptions provide the most comprehensive marine spatial modeling performed in Oregon to date. Refer to the draft report entitled, "A Wind

Energy Area Siting Analysis for the Oregon Call Areas,” for a complete description of the suitability modelling methods and results.

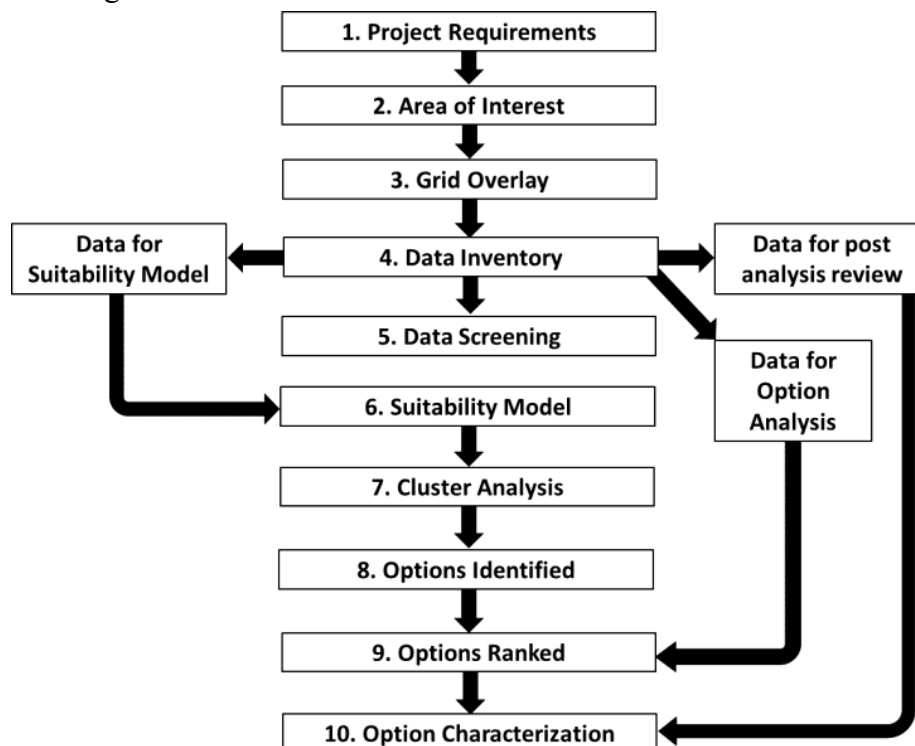


Figure 5: Workflow for Draft Wind Energy Area options spatial analysis

#### e. Geospatial Data

Collection and processing of spatial data is a key factor in model success, because it is the basis for further calculations and analysis.<sup>6</sup> An initial review was completed to determine the broad suite of data and categories needed to properly support this ocean planning process. The data holdings were developed through engagement with non-governmental organizations and U.S. Federal and state agencies representing a diverse array of stakeholders and Tribal Nations. Many studies were leveraged through the MarineCadastré<sup>7</sup> and OROWindMap, including datasets created for the BOEM Environmental Studies Program. Overall, over 400 data layers were acquired during data inventory.

#### i. Data processing and setbacks

While some datasets were provided in a ready-to-use format, many datasets required processing prior to use in the suitability model, and subsequent cluster analysis. Methods the Team used to process data are described for all data that required processing in “A Wind Energy Area Siting Analysis for the Oregon Call Area.” The Team received much of the data in a ready-to-use

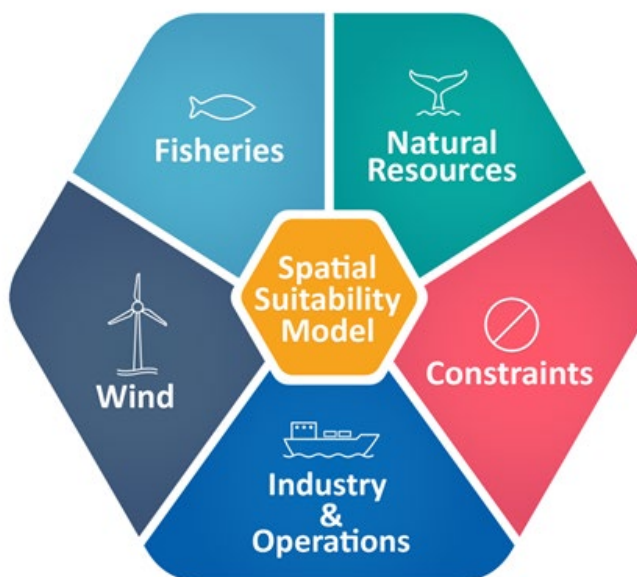
<sup>6</sup> Molina JL, Rodríguez-González P, Molina M-C, González-Aguilera D, Balairon L., Espejo Almodóvar F, Montejo J. 2013. River morphodynamics modelling through suitability analysis of geomatic methods. In: Wang Z, Lee JHW, Gao J, Cao S, editors. Proceedings of the 35th IAHR World Congress, Chengdu, China. Beijing: Tsinghua University Press.

<sup>7</sup> MarineCadastré (MC). 2021. NOAA Office for Coastal Management and BOEM. MarineCadastré.gov Data Registry. Charleston, SC. Available from: <https://marinecadastré.gov/data/>.

format and reviewed the processing metadata provided by the data originator. Setback distances (i.e., buffers) were applied using conservative professional judgment when an established setback requirement was not available from an authoritative source.

*ii. Suitability analysis*

The Team performed a gridded relative suitability analysis, a method commonly used in a multi-criteria decision analysis, to identify the grid cells with the highest suitability for Draft WEA development in the Call Areas. Spatial data layers included in the suitability analysis identify space-use conflicts and environmental constraints, such as active national security areas, maritime navigation, ocean industries and natural resource management. A submodel structure was used to capture ocean use and conservation concerns including industry and operations, natural resources, fisheries, and wind logistics. Data layers with no compatibility with wind energy development (e.g., Department of Defense exclusion layers) were captured in the list of incompatible constraints and removed from further analysis due to known incompatibility with wind energy (Figure 6). This submodel structure ensures that each submodel is given equal weight in the final suitability model regardless of how many data layers are present in each submodel.



*Figure 6: Overview of relative suitability model design and the submodel components. The constraints submodel includes all data layers with a score of 0.*

*iii. BOEM data scoring*

The Team analyzed categorical datasets (i.e., in which data are distinct and separate groups) to determine if a constraining feature was present or absent in each grid cell. If a feature was absent, a score of 1 was given indicating potential suitability with offshore wind energy development, otherwise a score ranging from 0 to 1 was assigned (0 = unsuitable with offshore wind energy development; 1 = being more suitable with offshore wind energy development).



The most conservative setback distances were used to avoid interactions with other ocean activities (Table 1 and Figure 7). Constraints are reflected in data layers identifying areas of reduced compatibility (e.g., shipping fairways and DoD exclusion areas in 57.59% of the Call Areas.)

Data Layer	Score (0-1)	Percent Area Constrained
Department of Defense – Exclusion Area	0	49.27%
Pacific Coast Port Access Route Study (PACPARS)	0	18.10%
<b>All Constraints</b>		57.59%

Table 1: Constraints submodel data layers included in the relative suitability analysis. Each dataset in the constraints submodel was scored 0 for complete avoidance.

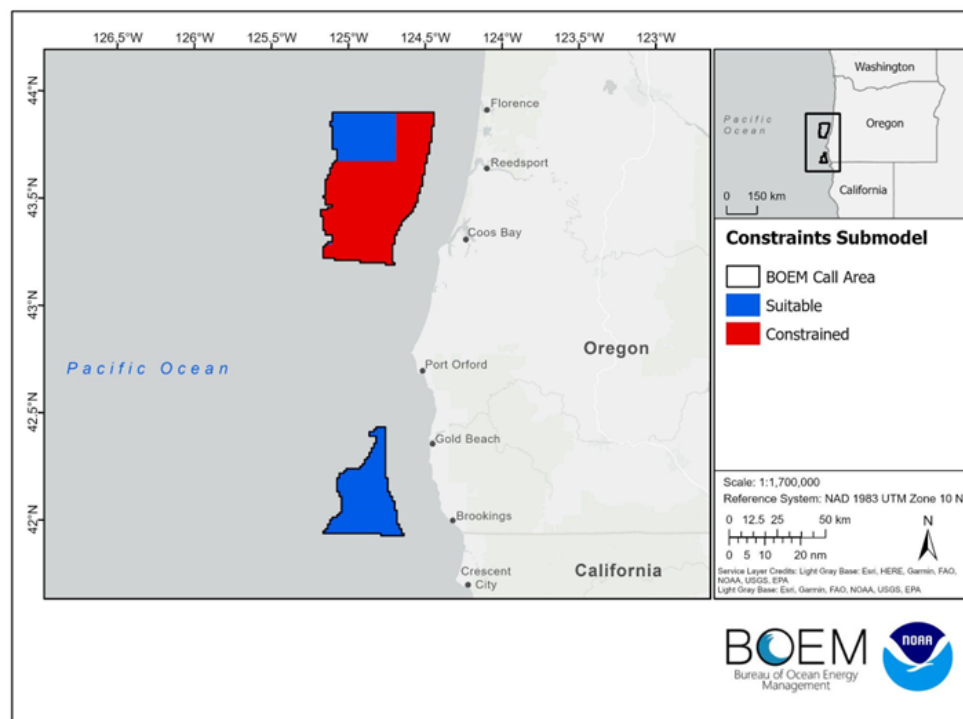


Figure 7: Constraints submodel relative suitability for the Call Area. Red color indicates those areas constrained by ocean activity, while blue areas are considered potentially suitable for offshore wind development.

iv. *Final suitability*

The Team calculated a final suitability score for each submodel by taking the geometric mean of all scores within each grid cell. We used the geometric mean of all submodels to calculate a final overall suitability score. We chose the geometric mean, because it grants equal importance to each variable.<sup>8</sup> All data layers and submodels had equal weight within the suitability model. The final suitability results for all submodels are presented in Figure 8.

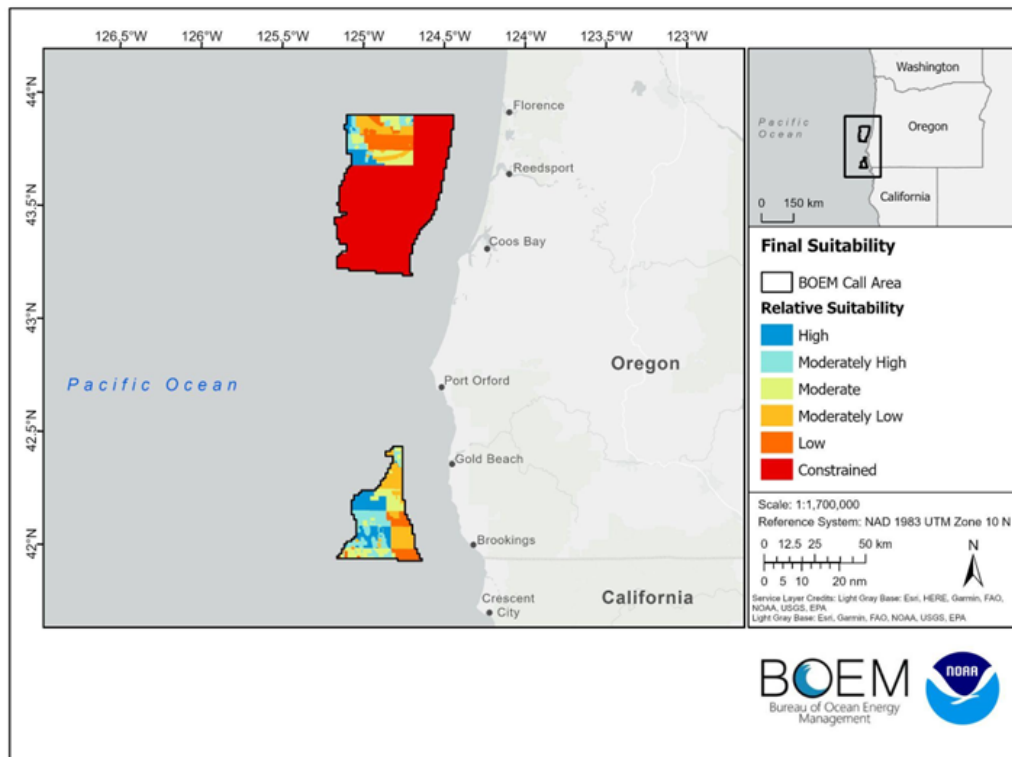


Figure 8: Final suitability modeling results for the Call Area. Red color indicates those areas where layers with a score of 0 occurred due to conflict with ocean activity. Green/blue color indicates areas of highest suitability for offshore wind development.

<sup>8</sup> Bovee KD. 1986. Development and evaluation of habitat suitability criteria for use in the instream flow incremental methodology. Instream Flow Information Paper 21, Report 86(7), U.S. Fish and Wildlife Service.

Longdill PC, Healy TR, Black KP. 2008. An integrated GIS approach for sustainable aquaculture management area site selection. *Ocean Coastal Manage.* 51(8–9): 612–624.

Silva C, Ferreira JG, Bricker SB, DelValls TA, Martín-Díaz ML, Yáñez E. 2011. Site selection for shellfish aquaculture by means of GIS and farm-scale models, with an emphasis on data poor environments. *Aquaculture.* 318(3-4):444–457.

Muñoz-Mas R, Martínez-Capel F, Schneider M, Mouton AM. 2012. Assessment of brown trout habitat suitability in the Jucar River Basin (Spain): Comparison of data-driven approaches with fuzzy-logic models and univariate suitability curves. *Sci Total Environ.* 440:123–131.

The Team performed a Local Index of Spatial Association (LISA) analysis, which identifies statistically significant clusters and outliers of the final relative suitability modeling results. The LISA analysis identified clusters that are statistically significant from other cells at a 95% confidence interval ( $p < 0.05$ ). The cluster analysis identified 208,650 acres of High-High clusters, which are groups of cells with high values that are statistically significant from other cells (Figure 9). Aliquots that overlapped with a high-high cluster were selected, and areas less than 55,000 acres were removed, resulting in a total of 617 aliquots selected. Additional aliquots were included that were fully encircled by the selected aliquots, including four aliquots in Draft WEA A totaling 1,420 acres, and two aliquots in Draft WEA B totaling 710 acres.

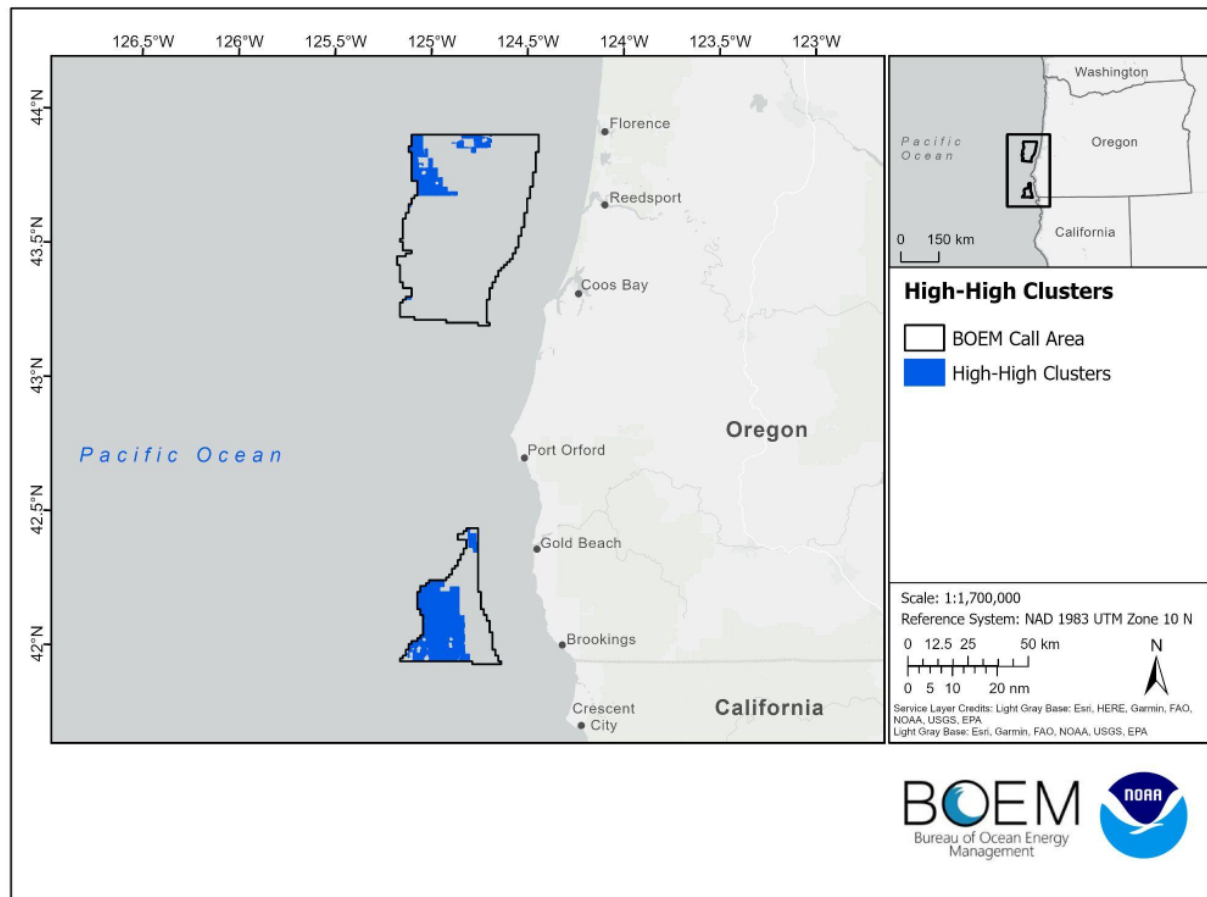


Figure 9: Cluster analysis of the Call Area at the 95% Confidence Interval ( $p = 0.05$ ). These areas represent clusters of grid cells with the highest suitability (i.e., High-High clusters).

v. *Draft WEA options recommended by spatial modeling*

The Team overlaid the High-High clusters with the lease block aliquots. An aliquot is 1/16th the size of a lease block (1 lease block = 16 aliquots) and is the smallest area that BOEM leases. The Team selected and extracted aliquots that overlapped the High-High clusters, for a total of 617 aliquots, totaling 219,568 acres.

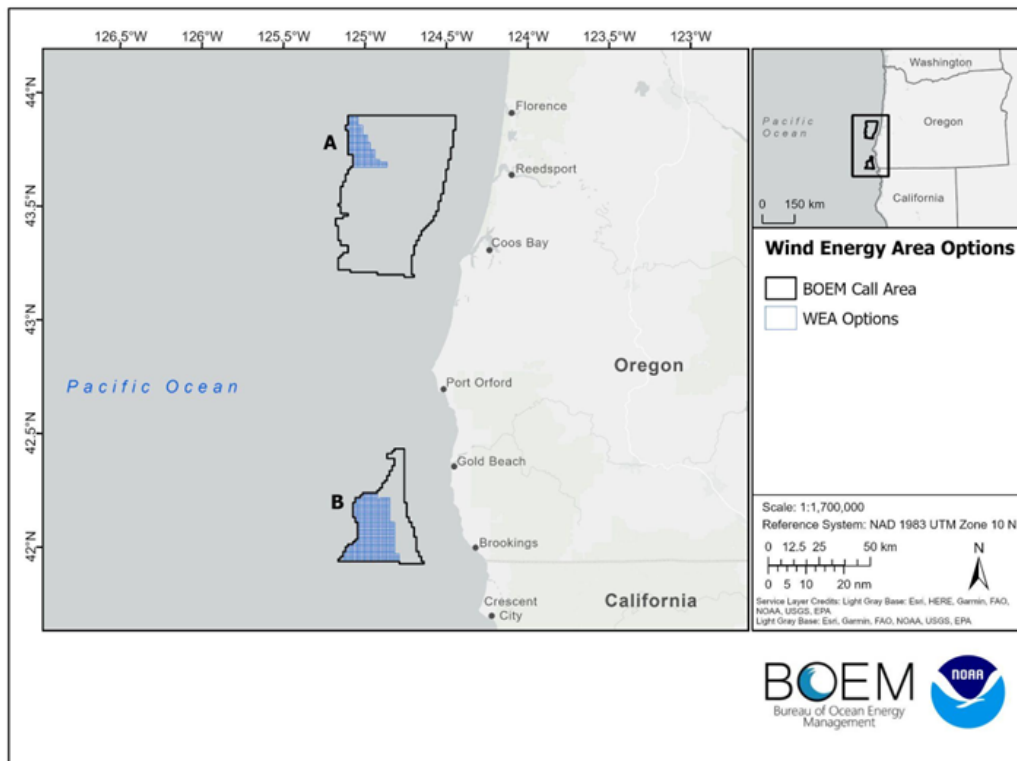


Figure 10: WEA options determined by selecting aliquots that overlapped high-high cluster areas. Overall, 617 aliquots were selected, totaling 219,568 acres.

## 5. BOEM Identification of Draft WEAs

Based on the cluster analysis and using the results provided by the Team’s siting model, BOEM identified two potential Draft WEAs, WEA A in Coos Bay at 61,204 acres and WEA B in Brookings at 158,364 acres (Figure 10), for a total of 219,568 acres. The total area of the Draft WEAs represents an 81.06% reduction of the Call Areas. The Draft WEAs have a combined capacity of 2.6 GW, which is less than the State of Oregon’s offshore wind planning goal of 3 GW. Additional future reductions to these areas are still possible and may further reduce BOEM’s ability to provide the State with sufficient area to meet this planning goal.

### a. WEA – A

BOEM identified one Draft WEA (‘A’, Figure 10) in the Coos Bay Call Area totaling 61,204 acres, or 248 square kilometers. Draft WEA - A could support up to 743 MW of floating offshore wind energy. Draft WEA – A is approximately 40.68 miles northwest of the Port of Coos Bay, Oregon. The mean depth across the entire option is 1,178 meters with a maximum depth of 1,414 meters and a minimum of 635 meters. BOEM received two overlapping wind energy industry nominations (Figure 11). Potential spatial and environmental conflicts identified in Area A include preliminary USCG navigational safety fairways, Department of Defense activities, National Marine Fisheries Service (NMFS) fisheries scientific surveys, commercial fishing, a submarine cable, and natural resources, including presence of protected species, marine birds, rocky reef groundfish habitat, methane bubble streams, a continental shelf break setback, and the modeled presence of deep-sea corals.

b. WEA – B

BOEM identified one Draft WEA ('B', Figure 10) on the western side of the Brookings Call Area totaling 158,364 acres or 641 square kilometers. Draft WEA – B could support up to 1,922 MW of floating offshore wind energy. Draft WEA – B is approximately 23.57 miles west of the Port of Brookings Harbor, Oregon. The wind energy industry expressed interest in several areas throughout Area B particularly within the western region (Figure 11). Potential spatial and environmental conflicts identified in Area B include NMFS fisheries scientific surveys, commercial fishing, and natural resources, including presence of protected species, marine birds, and habitats, including Essential Fish Habitat Conservation Areas, methane bubble streams and the modeled presence of deep-sea coral.

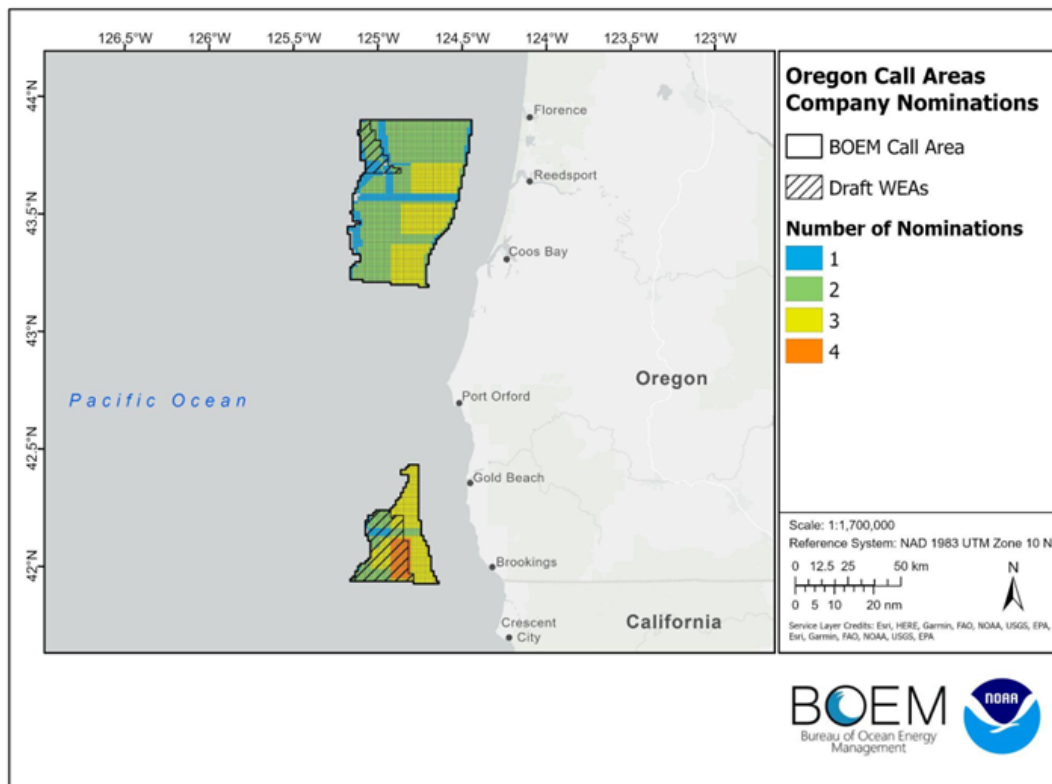


Figure 11: Areas receiving wind energy industry nominations in response to the Oregon Call for Information and Nominations.

## 6. Next Steps

BOEM is accepting written public comments on the Draft WEAs for 60 days following the publication of this announcement. Search for docket number BOEM-2023-0033 at <https://www.regulations.gov/> to submit a comment. BOEM will also accept comments via mail as directed in the “Addresses” section of this notice. BOEM will consider written public comments, along with those received at all public engagement meetings during the development of the Final WEAs. For more information on the public meetings, visit [www.boem.gov/renewable-energy/state-activities/Oregon](http://www.boem.gov/renewable-energy/state-activities/Oregon). BOEM will consider information received in response to this notice to identify Final WEAs as part of the Area Identification (Area

ID) process. The analysis and rationale used to develop Final WEAs offshore Oregon will be published.

## *7. Environmental Review*

Before deciding whether leases may be issued, BOEM will prepare an environmental assessment (EA) under NEPA analyzing the Final WEAs (including public comment periods to determine the scope of the EA and to review and comment on the draft EA). The EA will analyze anticipated impacts from site characterization and assessment activities expected to take place after leases are issued. Site characterization activities include geophysical, geotechnical, archaeological, and biological surveys; site assessment activities include installation and operation of meteorological buoys. BOEM also will conduct appropriate consultations with Federal agencies and Tribal, state, and local governments during development of the EA. These consultations include, but are not limited to, those required by the Coastal Zone Management Act, the Magnuson-Stevens Fishery Conservation and Management Act, Endangered Species Act, Section 106 of the National Historic Preservation Act (NHPA), and Executive Order 13175, which is entitled, “Consultation and Coordination with Indian Tribal Governments.”

Before BOEM allows a lessee to begin construction of a wind energy project, BOEM will consider the potential environmental effects of the construction and operations of any proposed wind energy facility under a separate, project-specific NEPA analysis. This analysis will include additional opportunities for public involvement and consultations with appropriate Federal agencies, Tribes, the State of Oregon, and local governments.

## *8. Proposed and Final Sale Notices*

If BOEM decides to offer an area(s) for lease, BOEM would publish a Proposed Sale Notice (PSN) describing the proposed area(s) for competitive leasing, the associated terms and conditions, and a proposed format of the competitive auction issued pursuant to 30 C.F.R. § 585.216. The PSN would be followed by a 60-day formal comment period, which helps to inform the Final Sale Notice. BOEM may use information from the NEPA analysis for any lease sale, as well as information gathered in response to the PSN, to further refine lease areas and develop lease terms and conditions. BOEM would publish a Final Sale Notice (FSN) at least 30 days before the date of the sale that would describe the final lease terms and conditions for the area(s) offered for lease and would also describe the format of the competitive auction.

## *9. Requested Information from Interested or Affected Parties*

BOEM requests comments regarding the following features, activities, mitigations, or concerns within or around the Draft WEAs. Commenters should be as specific and detailed as possible to help BOEM understand and address the comments, including indicating if your comment pertains to a particular Draft WEA.

- a. Geological, geophysical, and biological bathymetric conditions (including bottom and shallow hazards and whether seafloor is known to be covered with living organisms).
- b. Known archaeological and cultural resource sites on the seabed.

- c. Information regarding the identification of historic properties or potential effects to historic properties from leasing, site assessment activities, or commercial wind energy development in the Draft WEAs. This includes potential offshore archaeological sites or other historic properties within the areas described in this notice and onshore historic properties, including Traditional Cultural Places (TCPs) that could potentially be affected by renewable energy activities within the Draft WEAs. This information will inform BOEM's review of future undertakings under section 106 of the NHPA and NEPA.
- d. Information, particularly spatial data, about potentially conflicting uses of the Draft WEAs, including navigation (in particular, commercial shipping and recreational vessel use), recreation, and fisheries (commercial and recreational). Additional information regarding recreational and commercial fisheries including, but not limited to, the use of the areas, the types of fishing gear used, seasonal use, and recommendations for reducing use conflicts.
- e. Several comments in response to the Call for Information and Nominations requested BOEM complete preliminary visual simulations of offshore wind facilities to understand potential future impacts to viewsheds and areas of cultural significance. These simulations can be viewed online at: [www.boem.gov/renewable-energy/state-activities/Oregon](http://www.boem.gov/renewable-energy/state-activities/Oregon). BOEM also requests additional information relating to visual resources and aesthetics, the potential impacts of wind turbines and associated infrastructure to those resources, and potential strategies to help mitigate or minimize any visual effects.
- f. Information on the constraints and advantages of possible electrical cable transmission routes, including onshore landing and interconnection points for cables connecting offshore wind energy facilities to the onshore electrical grid and future demand for electricity in the Pacific Northwest.
- g. Habitats that may require special attention during siting and construction.
- h. Information regarding the identification of protected species, federally designated (or proposed) critical habitat, essential fish habitat, or areas that are environmentally sensitive or crucial to marine productivity and/or are State or federally managed for their conservation value.
- i. Other relevant socioeconomic, cultural, biological, and environmental data and information.

**DRAFT**

**Bureau of Ocean Energy Management (BOEM) – Oregon**  
**Intergovernmental Renewable Energy Task Force**  
**Meeting 11 Agenda**  
**9:00 am – 2:00 pm PT on September 18, 2023**

**Advanced registration is required at:**

[https://kearnswest.zoom.us/webinar/register/WN\\_EjXGOMUmSIkt8R-GWcLO4A#/registration](https://kearnswest.zoom.us/webinar/register/WN_EjXGOMUmSIkt8R-GWcLO4A#/registration)

*A confirmation email containing the webinar link and audio line will be sent after registration.*

**Meeting Purpose:**

- Provide an update to Task Force members and the public on activities relevant to offshore wind energy, including information on BOEM’s designation of Draft Wind Energy Areas, the National Centers for Coastal Ocean Science (NCCOS) Spatial Suitability Model, visual simulations, and next steps in the BOEM leasing and planning process.
- Provide an opportunity for Task Force discussion and Q&A on meeting topics.
- Provide an opportunity for public Q&A on meeting topics.
- Provide an opportunity for public comment on the Draft Wind Energy Areas.

<b>Time</b>	<b>Agenda Topic</b>	<b>Presenter(s)</b>
<b>8:30 am – 9:00 am</b>	<b>Login to the webinar and get settled</b>	
<b>9:00 am – 9:20 am</b>	<b>Welcome Ground Rules Opening Remarks</b>	Kearns & West Facilitator BOEM Director Elizabeth Klein Oregon Governor’s Office
<b>9:20 am – 9:40 am</b>	<b>Task Force Member Introductions</b>	Kearns & West Facilitator
<b>9:40 am – 9:45 am</b>	<b>Agenda Review, Meeting Purpose, and Federal Advisory Committee Act (FACA)</b>	Kearns & West Facilitator
<b>9:45 am – 10:00 am</b>	<b>Overview of BOEM Oregon OSW Planning Efforts</b> <ul style="list-style-type: none"> <li>• Process and Timeline</li> <li>• Call Areas Background</li> </ul>	Jean Thurston-Keller, BOEM
<b>10:00 am – 10:45 am</b>	<b>Draft Wind Energy Areas</b> <ul style="list-style-type: none"> <li>• BOEM-NCCOS Spatial Suitability Modeling Process</li> <li>• Next Steps in BOEM’s Authorization Process</li> </ul>	James Morris, NCCOS Jean Thurston-Keller, BOEM
<b>10:45 am – 11:00 am</b>	<b>Oregon Visual Simulations Study</b>	Jean Thurston-Keller, BOEM
<b>11:00 am – 11:15 am</b>	<i>Break</i>	



11:15 am – 11:30 am	State of Oregon Governor's Office Update	Oregon Governor's Office
11:30 am – 12:30 pm	Task Force Roundtable Q&A and Discussion	Task Force Members Kearns & West Facilitator
12:30 pm – 12:40 pm	Action Items and Next Steps <ul style="list-style-type: none"> <li>Upcoming Public Meetings</li> <li>How to Comment on Draft WEAs</li> </ul>	BOEM Kearns & West Facilitator
12:40 pm – 12:50 pm	Closing Remarks	Oregon Governor's Office BOEM
Task Force Meeting Adjourn		
12:50 pm – 1:20 pm	Public Opportunity for Clarifying Questions	Kearns & West Facilitator
1:20 pm – 2:00 pm*	Opportunity for Public Comments <ul style="list-style-type: none"> <li>Court reporter will be provided to document verbal comments provided during the meeting.</li> </ul>	Kearns & West Facilitator
<p>* May be extended as needed.</p> <p>Please use the chat box or the “raise hand” icon to enter the queue to ask clarifying questions or provide public comment.</p> <p>To provide written comment on the Draft WEAs, please go to <a href="https://www.regulations.gov">regulations.gov</a>, docket number <a href="https://www.regulations.gov/docket/BOEM-2023-0033">BOEM-2023-0033</a>. BOEM will accept comments through 11:59 pm ET on October 16, 2023.</p>		

For more information on BOEM's offshore wind energy activities in Oregon, visit [www.boem.gov/Oregon](https://www.boem.gov/Oregon) or contact Jean Thurston-Keller ([jean.thurston-keller@boem.gov](mailto:jean.thurston-keller@boem.gov), 805-384-6303) or Oregon's Department of Land Conservation and Development (DLCD) Marine Affairs Coordinator, Andy Lanier ([andy.lanier@dlcd.oregon.gov](mailto:andy.lanier@dlcd.oregon.gov), 503-206-2291).



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

<b>Agenda Date:</b>	<b>Agenda Item Title:</b>	
9/20/23	Update on Anvil Fire	
<b>Time Needed:</b>		
5 minutes		
<b>Financial Impact:</b>	<b>Description and Background:</b>	
TBD	Commissioner Alcorn will give an update regarding the current status of the Anvil Fire in the Grassy Knob Wilderness.	
<b>Category:</b>		
<input checked="" type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
<b>Requested Motion:</b>		
N/A		
<b>Attachments:</b>	<b>Instructions Once Approved:</b>	
1. N/A	N/A	
2.		
3.		
4.		
5.		
<b>Contact Person – Name and Department:</b>		<b>Date Submitted:</b>
Ted Fitzgerald, Director of County Operations		9/14/23