



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, January 06, 2016 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon
www.co.curry.or.us

AGENDA

*Items may be taken out of sequence to accommodate staff availability and the public.
For public comment, a completed speaker's slip must be submitted.*

- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- 2. STATE OF THE COUNTY ADDRESS**
- 3. AGENDA AMENDMENTS**
- 4. APPROVAL OF AGENDA**
- 5. APPOINTMENT OF THE CHAIR & VICE CHAIR OF THE CURRY COUNTY BOARD OF COMMISSIONERS**
- 6. ASSIGN COMMISSIONER LIAISON LIST AND OTHER RESPONSIBILITIES**
- 7. PRESENTATIONS TO THE BOARD**
 - a. Years of Service Award W. Lang – Juvenile
 - b. PEG Task Force Recommendations
- 8. PUBLIC COMMENTS**
- 9. NEW BUSINESS**
 - a. RSVP Continuation Grant Discussion - Commissioners
- 10. OLD BUSINESS**
 - a. GIS Discussion - Commissioners
- 11. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS**
 - a. Comprehensive Plan/Zone Change from Rural Residential-5 to Heavy Commercial C-2 at 15887 Highway 101 in Harbor – Community Development
 - b. Budget Appropriations Transfers - Finance
- 12. ADMINISTRATIVE ACTIONS/ APPOINTMENTS**
 - a. Promotion of Corrections Deputy 1 L. Tobias to Road Deputy 1-Sheriff
 - b. Copier Lease and Service Agreements – District Attorney

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541-247-3296 if you have questions regarding this notice.

- c. Employee Re-Hire Deputy District Attorney/Irregular G. Herbage – District Attorney
- d. Employee New Hire County Legal Counsel J. Huttel – Commissioners
- e. Employee New Hire On-Call Administrative Pool B. Boice – Commissioners
- f. Employee New Hire On-Call Administrative Pool B. Colton - Commissioners
- g. Employee New Hire On-Call Administrative Pool J. Jezuit - Commissioners
- h. Employee New Hire On-Call Administrative Pool J. Manghillis - Commissioners
- i. Employee New Hire On-Call Administrative Pool K. Creasey - Commissioners
- j. Employee New Hire On-Call Administrative Pool M. Allen - Commissioners
- k. Employee New Hire On-Call Administrative Pool R Nessel – Commissioners
- l. Temporary Construction Easement for Repair of Road Side on Pistol River Loop Rd. – Roads
- m. Temporary/ Permanent Construction Easements for N. Fork Floras Cr. Bridge Project – Roads
- n. Agenda Routing Slip Policy – Administration
- o. Workshop Policy – Administration

13. CONSENT CALENDAR

- a. Letter to Oregon Dept. of Parks and Recreation for Temporary Beach Restrictions due to 2016 Western Snowy Plover Nesting Season - Counsel
- b. Special Meeting Minutes 05-27-2014
- c. Workshop Minutes 10-14-2015
- d. General Meeting Minutes 10-21-2015
- e. Special Meeting Minutes 11-30-2015
- f. Special Meeting Minutes 12-09-2015
- g. Resignation from Mountain Drive Special Road District Commissioners and Letter of Appreciation T. Brand

14. COMMISSIONER UPDATES/ LIAISON & STAFF REPORTS

15. EXECUTIVE SESSION

16. ANNOUNCEMENTS

- a. A Vacancy on the Mountain Drive Special Road District – Interested registered voters within the district may apply to the Board of Commissioners Office.
- b. Board of Commissioners Workshop on Wednesday 01-13-2016 at 10:00 a.m.
- c. County offices closed on Monday 01-18-2016 for Martin Luther King Day.
- d. Anyone who would like to be included on the email list for County Public Notices can do so by contacting the Board of Commissioners Office.

17. ADJOURN



Curry County Board of Commissioners

Susan Brown, Chair
Tom Huxley, Vice-Chair
David Brock Smith, Commissioner

2015 Department Liaison List

Susan Brown

Brookings Airport
Commissioners' Office
Economic Development
Fair/4H & Ext. Service Dist.
Public Services
Public Transit
RSVP
Veteran's Services

Thomas Huxley

Assessor/Tax
Clerk
County Counsel
Finance/HR
Information Technology
Surveyor
Treasurer

David Brock Smith

District Attorney
Facilities Maintenance
Juvenile
Public Health
Parks
Roads

Other Liaison Responsibilities

Susan Brown

Ambulance
Border Coast Regional Airport Authority
Citizens for Community Involvement
Coordinated Care Organization
CCD Business Development
CCD Workforce Consortium
Emergency Food & Shelter Program

Public Services Advisory Committee

Reg. Solutions Team

Thomas Huxley

Board of Property Tax Appeals
Cable Franchise
Local Public Safety Coordinating Council

David Brock Smith

Coos Curry Hazardous Waste
Curry Community Health
Natural Resource Adv. Comm.

Solid Waste Recycling
Wild Rivers Forestland Collaborative

South Coast Business Employment Corporation

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Years of service presentation for W. Lang	
AGENDA DATE^a: 01-06-2015	SUBMITTING DEPARTMENT: Juvenile
<small>^aSubmit 5:00 p.m. on the Wednesday prior to the next General meeting.</small>	
CONTACT PERSON: Jay Trost	PHONE/EXT: 3235
BRIEF BACKGROUND OR NOTE^b: <small>^bindicate if more than one copy to be signed</small>	
FILES ATTACHED:	SUBMISSION TYPE: Notice
(1)Lang YRS Certificate	
(2)	
(3)	
(4)	
Are there originals in route (paper copies with pre-existing signatures) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
QUESTIONS:	
1. Would this item be a departure from the Annual Budget if approved? (If Yes, brief detail)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2. Does this agenda item impact any other County department? (If Yes, brief detail)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3. If Land Transaction, filed with the clerk?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
INSTRUCTIONS ONCE SIGNED:	
<input checked="" type="checkbox"/> No Additional Activity Required ^c	Name:
<input type="checkbox"/> Send Document Hardcopy	Address:
Due date to send: / /	City/State/Zip:
	Phone:
<small>^cNote: Most signed documents are filed/recorded with the Clerk per standard process.</small>	

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:
CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
<small>(If No, brief detail)</small>

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:	
1. Confirmed Submitting Department's finance-related responses Comment:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2. Confirmed Submitting Department's personnel-related materials Comment:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
3. If job description, Salary Committee reviewed:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
4. If hire order requires an UA, is it approved?	Yes <input type="checkbox"/> No <input type="checkbox"/> Pending <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Other Agency Presentations	
LEGAL ASSESSMENT: Does this agenda item have a legal impact? <small>(If Yes, brief detail)</small>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

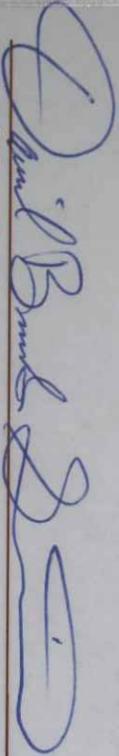
LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:	
Commissioner David Brock Smith	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Susan Brown	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner David Itzen	Yes <input type="checkbox"/> No <input type="checkbox"/>
Comment:	

YEARS OF SERVICE

Curry County hereby recognizes:

Mendy S. Lang

For 10 years of Juvenile Department service to the
citizens and youth of Curry County, Oregon
December 2005 — December 2015



David Brock-Smith, County Commissioner



Jonathan J. Frost, Juvenile Director

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: PEG Task Force Recommendations

AGENDA DATE^a: 01-06-2016 **SUBMITTING DEPARTMENT:** Commissioners

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Shel **PHONE/EXT:** 3296 **TODAYS DATE:** 12-30-15

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (1)
- (2)
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison



Jeremy Skinner, *Chair*
Carl King, *Vice Chair*
Shelía Megson, *Secretary*
Eric Hanson, *Member*
Todd Weeks, *Member*

PEG Task Force Recommendations

- At the minimum Curry County should use PEG funds to:
 - * acquire an A/V system for broadcasting live and archived content to cable
 - * acquire an A/V system capable of being expanded for local and remote public programming/recording of content
 - * acquire an A/V system capable of being used for online streaming
 - * acquire an A/V system with a user friendly interface
 - * acquire an A/V system that is ADA compliant
 - * acquire an A/V system for which equipment costs are justified
- Curry County should consult with an A/V professional to fully understand the technology needs necessary to accomplish the tasks above, and draft an RFP reflecting the advice of the consultant. The consultant should not be a responder to the RFP.
- Curry County should conduct a public RFP process for purchase and installation of PEG equipment.
- Curry County should reconvene the PEG Task Force after equipment installation to make recommendations on meeting the public and education access requirements of the PEG program.

**CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1**

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US

AGENDA ITEM TITLE: RSVP Continuation Grant

AGENDA DATE^a: 1/06/2016 **SUBMITTING DEPARTMENT:** Commissioner

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Susan Brown

PHONE/EXT: 3229

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (1)
- (2)
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) **Yes** **No**

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? **Yes** **No**
(If Yes, brief detail)
2. Does this agenda item impact any other County department? **Yes** **No**
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? **Yes** **No** **N/A**

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? **Yes** **No** **N/A**
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses **Yes** **No**
Comment:
2. Confirmed Submitting Department's personnel-related materials **Yes** **No** **N/A**
Comment:
3. If job description, Salary Committee reviewed: **Yes** **No** **N/A**
4. If hire order requires an UA, is it approved? **Yes** **No** **Pending** **N/A**

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: New Business

LEGAL ASSESSMENT: Does this agenda item have a legal impact? **Yes** **No**
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown **Yes** **No**

Commissioner Thomas Huxley **Yes** **No**

Commissioner David Brock Smith **Yes** **No**

Comment:

**CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1**

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: GIS Discussion

AGENDA DATE^a: 01-06-2016

SUBMITTING DEPARTMENT: Commissioners

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: David Brock Smith

PHONE/EXT: 3260

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (1)email regarding GIS
- (2)Confidential email regarding GIS and Massie offer to repair system
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail) GIS has been offline and is essential to cities, roads, assessor, sheriff, etc.
- 3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

- 1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
- 2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
- 3. If job description, Salary Committee reviewed: Yes No N/A
- 4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Old Business

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail) Possibly

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

From: Todd Weeks
Sent: Wednesday, December 30, 2015 3:49 PM
To: Susan Brown
Cc: Brenda Starbird; !Commissioners; Shala McKenzie Kudlac
Subject: RE: Status of GIS
Attachments: RE: Curry County GIS - CurryMap.org access

Hello.

Yes, In fact, Cy's Staff were working on the (4) CurryMap.org servers just yesterday. I worked with them for several hours.

Here is his initial assessment (attached):

Their response shows that the service accounts that were removed caused the system to crash (as predicted).

For the sake of transparency and to clear any conspiracy comments or the sabotage insinuations by one of your colleagues, I suggest the State GEO report be made public and discussed in public.

Thank You.

Happy New Year!

Todd M. Weeks

Information Technology Director
Curry County, Oregon
Office: 541.247.3372
Cell: 541.373.1815

E-MAIL CONFIDENTIALITY NOTICE:

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

From: Susan Brown
Sent: Wednesday, December 30, 2015 2:20 PM
To: Todd Weeks
Cc: Brenda Starbird
Subject: Status of GIS

Good Afternoon Todd,

I was checking with you to find out about the status of GIS. Have you and Cy been able to connect to get him access to the system for analysis? If so, when did Cy receive access?

Thank you for your prompt response,

Susan Brown, Chair
Curry County Board of Commissioners
541-247-3229

From: Jim Kolen
Sent: Tuesday, December 15, 2015 3:59 PM
To: Shel Megson; !Commissioners
Cc: bsmith@cooscurryelectric.com; ccronberger@goldbeachoregon.gov; cricks@currywatersheds.org; dmorris@brookings.or.us; Don Kendall; erin.minster@currywatersheds.org; Jim Kolen; Jodi Fritts; spurgeon@cooscurryelectric.com; patty@portorford.org; !Elected Officials; ! Department Heads; Todd Weeks; Julie Schmelzer; Tracy Garner
Subject: RE: Revised Agenda Board of Commissioners General

Commissioners,

I see that GIS will be a topic of discussion at your meeting the 17th. Unfortunately I will be unable to attend due to a prior commitment which is unfortunate as there appears to be a great deal transpiring with regards to Curry County GIS.

Recently I have become aware that Keith Massie has offered to fix the shortfalls that he contracted to provide and have them complete by January 2016. Of course he has been unable to do any of this work since the commissioners have locked him out of the system.

I appreciate this offer from Mr. Massie and encourage you to take him up on it. I would encourage you to take a look at the GIS product for the City of Medford which Mr. Massie was instrumental in developing. It is an excellent product and once Mr. Massie makes the necessary repairs Curry County will have the basis for a very similar system that we can build into an easy to use and robust product for Curry County. I can tell you that we get calls regularly from citizens who would like to have access to GIS in Curry County. I would like to be able to tell them they could have access as early as January.

I have also recently become aware that you are instead considering a lawsuit against Mr. Massie, but to what end I am unsure. I would be disappointed to see the commissioners adopt a litigious posture especially considering that you have never held a public meeting with Mr. Massie to discuss the status of GIS. Surely a lawsuit could take months if not years to conclude with an outcome that is far from certain especially considering the acrimonious attitude that is apparently being taken with Mr. Massie by the commissioner's office. Would a GIS application would be proposed for the interim or would GIS be allowed to continue to languish pending the outcome of your lawsuit?

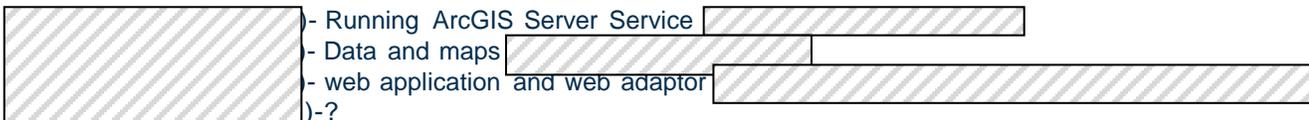
Mr. Massie and Columbia Cartographic are accomplished GIS professionals. I encourage you to allow them to resolve the issues within our current contract with them.

Thank you for your consideration.

From: TANNER Joshua* DAS <Joshua.TANNER@oregon.gov>
Sent: Wednesday, December 30, 2015 10:01AM
To: Todd Weeks
Cc: SMITH Cy * DAS
Subject: RE: Curry County GIS - CurryMap.org access

Todd,

I've been able to look at the 4 servers to get a clear picture of how this system is architected (although I'm unclear as to what [redacted] is used for). Here is my understanding:



Your change to the DNS settings now enables currymap.org to be [redacted]. I also started the ArcGIS Server windows service, and the REST endpoint is now available at [redacted].

Everything appears to be running fine except for ArcGIS Server on box [redacted]. I am getting two fatal error messages:

1. When trying to access a specific REST service:
 - a. Error: Error handling service request : Could not find a service with the name [redacted] in the configured clusters. Service may be stopped or ArcGIS Server may not be running.
Code: 500
2. When trying to start a service through ArcGIS Server Manager:
 - a. (Trying to start ArcGIS Server)
Server machine [redacted] is currently being configured by another administrative operation. Please try again later.

ArcGIS Server services is in a perpetual state of 'stopped' and are unable to be started. My assumption is that this is a role/permissions issue. If any roles were altered, there are potential damaging effects to ArcGIS Server being able to access directories necessary to function. I didn't want to make any changes, but that would be the first area of investigation.

From what I can tell the ArcGIS Server process is being run by the domain level curry\gisuser account. It may be that curry\gisuser does not have access to the [redacted]. I would advise that ArcGIS Server is either re-setup or the original roles/permissions be restored somehow.

Thanks,

-josh

=====
Joshua Tanner, GISP, MGIST
GIS Analyst / Web Administrator
Geospatial Enterprise Office
635 Capitol St NE # 150
Salem, OR 97301
503-378-2781
gis.oregon.gov

=====
Data Classification: Level-1- Published

From: SMITH Cy * DAS
Sent: Tuesday, December 29, 2015 11:12 AM
To: TANNER Joshua * DAS <Joshua.TANNER@oregon.gov>
Subject: Fwd: Curry County GIS- CurryMap.org access

Could you please get logged in and look around a bit? We need to do an evaluation to see why the website isn't working and what needs to be done to complete the 'project'. Just a quick look around for now will be fine.

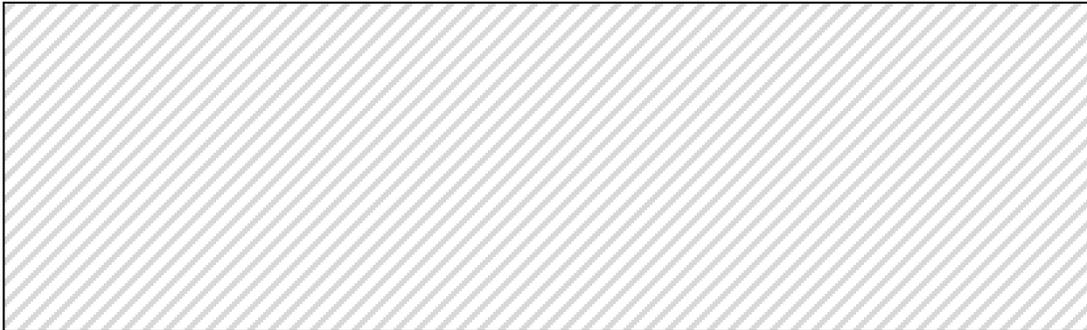
Sent from my iPhone

Begin forwarded message:

From: Todd Weeks <weekst@co.currv.or.us>
Date: December 29, 2015 at 10:47:45 AM PST
To: "Cy.SMITH@oregon.gov" <Cy.SMITH@oregon.gov>
Subject: Curry County GIS- [CurryMap.org](#) access

Hello.

You have been setup with a VPN account and access to the [CurryMap.org](#) Servers.



Let me know when you or your staff get connected to VPN and successfully RDP into the servers.
Cheers,

Todd M. Weeks
Information Technology Director
Curry County, Oregon
Office: 541.247.3372
Cell: 541.373.1815

From: David Lucas [REDACTED]
Sent: Saturday, December 12, 2015 11:44 AM
To: Thomas Huxley
Cc: Shala McKenzie Kudlac; jfritts@goldbeachoregon.gov; gmilliman@brookings.or.us; [REDACTED]; David Brock Smith; Susan Brown
Subject: Re: Sequence of steps required for Mr. Massie to fix CurryMap.org

Follow Up Flag: Flag for follow up
Flag Status: Flagged

re: Sequence of steps required for Mr. Massie to fix CurryMap.org

Ms. Kudlac, BOC and City Representatives

I am a permanent resident of Arizona and a part time resident of Nesika Beach in Curry County. I became involved as a volunteer to the BOC to help ascertain the status of CurryMap.org some three plus months ago. My goal in the beginning centered on the premise that the BOC needed some help in understanding the complexities of a GIS system and program. It appeared to me that there was a need for clarity within its desire to manage the then current status of CurryMap.org and to better communicate with the contractor who was its provider (Keith Massie, dba Columbia Cartographic). Since becoming involved with the BOC, I have found myself quite astounded by the extensive demands of knowledge and process that reside with being a diligent County Commissioner. Thus, my efforts in the beginning centered on the belief that the perceived deficiencies, complaints and communication problems that were beginning to surface in July could most probably be resolved if someone who understood the complexities of such a project could intervene as a helpful interface between the BOC and the contractual provider. I am a RLS (Registered Land Surveyor) in the state of Arizona who also has created a successful business that serves the residential development needs of large civil engineering firms by providing concise design products that support the requirements of geographical basemaps. My business (Automated Platting, LLC) rests solely upon software that took me some ten years to write and functions as a GIS (Geographical Information System) that is design orientated whereas the standard GIS system that the Curry County has contacted for is focused upon data that is more static and of an existing nature. In the beginning, it was my opinion that once I became involved, that I would discover rather simplistic communication and technical idiosyncrasies that could be both explained and serviced between the two parties (the BOC and Mr. Massie), and that this would lead to a healing of the perceived problems. However, within each step of my increasing involvement, I found that I needed to constantly open myself to the realization that the efforts as provided by Keith Massie, dba Columbia Cartographic were so deficient that the product known as CurryMap.org was not even usable. Thus, over the last few months I have spent countless days and hours seeking to not only quantify the problems, but to explain them to the BOC in such a manner that would provide for a realistic grasp of their predicament with regard to both the product and its contractual provider. Therefore, all of my subsequent comments herein are based upon the depth of my involvement, my accrued understanding of why and where the process has failed and my desire to see that Curry County obtain relief from having tried to take a quality step forward for its citizens and ended instead in a roadside ditch along the path of life.

Firstly, Ms. Kudlac, other than the efforts by Commissioners Brown and Huxley to understand and change the heretofore downward existence or status of CurryMap.org, I would like to say that you have brought the first substantive ray of light to this entire episode that I have yet witnessed. It is certainly good news that you have brought to the table an expressed commitment from Mr. Massie to address past failures and give the County and CurryMap.org the contractual fulfillment that was desired and agreed upon at its beginning. This is a marked

improvement from my one opportunity of seeking just such an outcome by conversing with Mr. Massie by phone on the morning of September 23rd. However, due to the many problems, deficiencies and roadblocks that have been encountered thus far, your requested suggestion to “get the GIS up and running immediately” is too optimistic to be practical. Thus, Commissioner Huxley has put together a forward moving and responsible reply to the goal of the reparation of CurryMap.org by listing some thoughtful sequential steps that are intended to not only accomplish a quality and functional product but also address the hows and the wherefores of all associative failures that have accrued during this whole process. I see that the suggested steps as provided by Commissioner Huxley has two advantages. One advantage is to properly guide the project forward in manner that learns from past management errors on the part of the County while in pursuit of having an updated GIS map application. The second advantage that Commissioner Huxley's sequential steps serve is the need to have open and quality government – especially in this case due to the fact that there are both city and county governments involved. Each branch and division of this inter-government collective has invested time, money and hopes into this and thus has its own basis for needing to both understand what has happened and to acquire confidence that a forward move to resolution will produce a result that is different from what has happened heretofore. Therefore, based upon my deep involvement in this project as an appointed volunteer by the BOC, I have some insight on that which I perceive as being valuable and appropriate relative to the proposed sequential steps.

I am in agreement with Commissioner Huxley that before it would be wise for the County to enter into an agreement with Mr. Massie to fix his admitted failures, that the County should first and foremost restructure its internal management issues. Thus, I have summarized below why i support the suggested sequential steps.

1) Quality Control - As indicated by Commissioner Huxley, “there was little to no understanding or tracking of numerous contracts with defined scopes of work”. Thus, quality control was not adequately exercised by the County. This was a direct failure of the person who was assigned the responsibility to manage and approve for payment the invoices as the project progressed. Thus, Keith Massie, dba Columbia Cartographic was allowed to proceed and be compensated for efforts that were substandard to the various contractual scope(s) of work.

2) System Shutdown - Since Issue 1 came to light and was understood a by the BOC, the BOC decided to remove Keith Massie, dba Columbia Cartographic from having a login profile and admin access to CurryMap.org – especially since all of Mr. Massie's contracts had expired. Simultaneous to the removal of Mr. Massie's access to CurryMap.org, the entire system shut down and has been off-line ever since. Under all known circumstances, there is no plausible reason for this shutdown to have happened. Furthermore, as such, there exists no legitimate means for determining an intelligent and informed course of action for forward resolution.

3) Project Completion – In order for there to be a future and successful CurryMap.org, Issues 1 and 2 need to be serviced, understood and resolved in such a manner as to insure a conclusion to the drama which has heretofore prevailed. This statement is true whether or not the offer of Keith Massie, dba Columbia Cartographic is found to be acceptable to consummating a successful completion to the project.

Regarding Issue 1 and the need for Quality Control, it is obvious that this project was not managed by the county to the benefit of any of the intra-governmental entities. The contract invoices were authorized for payment without any consideration for deliverables. Via conversations with various BOC members and my review of all of the invoices that were submitted for payment, the responsibility for such generally rested with IT Director Todd Weeks. Notwithstanding, it is a matter of public record that Todd Weeks has stated that he knows little to nothing about GIS and his worst scores or ratings by the governmental authority that looks over his shoulder as an IT Director for the County is in the area of GIS. Thus, the lack of quality control that resulted from such a poor background or foundation of understanding is understandable. Nevertheless, since the poor status of CurryMap.org began to come to light a number of months ago, IT Director Todd Weeks has consistently maintained that the project was 90% complete, only lacked a few software bugs and that Keith Massie, dba Columbia Cartographic deserved to be awarded a planned Phase II contract and service agreement that is valued at \$32,000. Furthermore, by all accounts, he has demonstrated a confrontational position to the BOC for not wishing to trust Keith Massie, dba Columbia Cartographic for the indicated Phase II contract. Mr. Weeks has also expressed displeasure with the BOC for desiring that Mr. Massie, dba Columbia Cartographic be investigated for non performance of earlier contractual responsibilities. Thus, it is my conclusion that in order to move the County forward towards a successful completion of this project (Issue 3), that it seriously consider appointing someone else with the responsibility of managing the future needs of CurryMap.org which include the reparation of the Phase I contracts.

At this point, I feel the need to interject a summation of facts and understandings that revolve around the fact that Todd Weeks was/is the manager of the CurryMap.org project. Any rational person has to wonder how someone who freely admits to not knowing much about GIS became the manager of the project? To Wit... I asked this very question of Commissioner Susan Brown after she had solicited my help in researching and quantifying the problems that were coming to light in regards to the then existing on-line map application. In response, Commissioner Susan Brown said that the project was originally something that she had pushed for, had worked to get to happen. Furthermore, she indicated that she had put someone from the Road Department with knowledge of GIS in charge of managing it. However, shortly after the project began, Commissioners David Brock Smith and David Itzen basically took the project away from her and reappointed the manager in the personage of Todd Weeks. Not only did that happen, but after such time, any attempts by her to interject any oversight into the project were blocked on the BOC by Commissioners David Brock Smith and David Itzen.

At the time that I was informed of this managerial history by Commissioner Brown I did not see where that fit into my continuing to investigate the integrity (or lack thereof) of CurryMap.org - to be honest, it seemed more of a political issue to me than a functional matter. However, at this point in the saga, I now know much more than I did at the time of my discussion with Commissioner Brown. At this point in the saga, the County is needing to not only reboot (restart) the entire project, but do so in such a manner that will insure a different outcome for the good of all of the vested partners (Issues 1 and 3). During my research into looking to quantify the problems of the project and understand how it happened, I was given a copy of all the invoices for the project by Commissioner Huxley. He is a very diligent person and was wanting me to read through them with the hope that I could explain to him all of the terms used in the invoice itemizations. He was looking to understand how the the money was approved and paid out. In so doing, I wrote out a whole report so that anyone could see how the project was actually over-billed with regard to various contracts numbers and how the status of the project actually ran out of money for the County Work Order #4812. This study of the invoices actually validated why County Work Order #4812 (the browser contract) was never completed (by my estimate, less than 50% of the contract was addressed by Mr. Massie - even though Mr. Weeks maintains that the project is 90% complete).

The purpose of my relating all of this is to provide a sense of clarity under the heading of 'open government' with respect to the collective intra-governmental vested interests in/of this project. And, to be more specific

here, my study of the invoices completely validates the history that was related to me by Commissioner Brown some 3-1/2 months ago. Over the almost two year history of the project, Commissioner Brown only shows up as the authorizing official for payment of invoices on the first four of the roughly 20 invoices that were paid out to Keith Massie, dba Columbia Cartographic. The first invoice was paid out on 8/23/13. Only two months later, Commissioner Susan Brown authorized her last invoice on the date of 10/9/13. Subsequent to that date, all other invoices were approved by either Commissioners David Brock Smith or David Itzen, or by a Pamela Dickson or IT Director Todd Weeks. It is hard to say by a reading of the invoices when exactly IT Director Todd Weeks actually became the manager of the project because the accounting department for the County does not stipulate on their invoice worksheets that data. The invoice worksheets just identify who exactly approved the invoice and that person's signature. However, the invoices were accompanied by a spread sheet and all of the invoices for County Work Order #4723 show up in one column and all of the invoices for County Work Order #4812 show up in another. The column for County Work Order #4812 specifically states: "Invoices to IT Director". The column for County Work Order #4723 only states the duration of the contract.

I have taken the time and spent the effort to write out the previous three paragraphs because on one had i have had to live through all the time and the effort it took to understand it all enough to be able to write it. Furthermore, the facts and understandings are what support my recommendation to the BOC to remove IT Director Weeks as the manager of the project if the valuable interests of the said intra-governmental collective are to be served. I also feel that the indicated history as shared with me by Commissioner Brown should be known to all because of two reasons. The first reason is that ever since i have been involved with these efforts to understand the status of CurryMap.org, both Commissioners Brown and Huxley have been very supportive and helpful to my efforts to understand what happened - especially Commissioner Huxley who has been ever diligent to seek the best that he can for the good of the County. The second reason has to do with Commissioner Smith who not only seems to tirelessly be supportive of IT Director Todd Weeks, but in a Public Meeting where i was being interviewed, responded to my declarations that CurryMap.org was dysfunctional by saying: "Well, its Susan's baby!".

Regarding Issue 2 and the resulting log jam that has prevailed since CurryMap.org went off-line, the County has been faced with a second tier of difficulties that are over and above what is represented by the fact that Keith Massie, dba Columbia Cartographic did not fully accomplish the scope of work as defined by his various contracts. There were two basic contracts to this project. County Work Oder #4723 basically stated that Mr. Massie was to interview all responsible parties within the county and the cities to determine what they needed and wanted in the new CurryMap.org. Then, he was to review the old GIS map application and produce the new application that served as a technical upgrade to the old GIS. However, the contract was poorly written from the perspective of the intra-governmental entities in terms of what and how Mr. Massie was to actually accomplish his scope of work. In short, in terms of the inner technical aspects of CurryMap.org, Mr. Massie was being trusted to devise a quality product according to his own professional opinion and experience. The second basic contractual objective was County Work Oder #4812 which had a very specific and objective scope of work because its purpose was to create the on-line browser that would allow someone to explore and use the graphical and associated databases that contract #4723 was to have developed. Thus, the log jam that has resulted in CurryMap.org going off-line is that it is now preventing anyone from assessing the current status of CurryMap.org. Without the ability to assess the on-line map application, there is no way to knowledgeable and realistically determine a present and future course of action. Thus, Commissioner Huxley has (in my opinion) correctly placed Mr. Massie's proposal requirement behind the priority to restore the on-line presence of the map application.

Furthermore, it is justifiably necessary to have a neutral third party assess the deficiencies of CurryMap.org in order to ascertain what remedies are needed in order to successfully complete the project. With regards to County Work Oder #4812, I personally put a great deal of effort into producing a large number of screen shots

that depicted the short comings of Keith Massie's efforts to accomplish the browser scope of work. I also produced a lot of text documentation that succinctly explain the technological short falls of the browser tools that Mr. Massie either did not attempt to produce or did so in a faulty manner. However, the efforts that i accomplished leave two things that are unresolved. The first thing is to determine just how well Mr. Massie actually performed and serviced County Work Oder #4723? And, the second thing is: "Why did CurryMap.org go off-line? Thus, Commissioner Huxley's efforts to get the Oregon State Geospatial Enterprise Office (GEO) involved is to be commended. According to Commissioner Huxley, the State GEO officials and staff have offered to assess CurryMap.org. Thus, it would be greatly advantageous to have their analysis of the entire project as a foundation for determining the current status of the application and its needs before coming to some agreement with Mr. Massie to address his failures.

Regarding to why CurryMap.org went off-line, the State GEO people have confirmed the opinion of myself, of County volunteer Al Stroh and others that there is no explainable reason for why the application went off-line. Speaking as someone who has written and created an extensive amount of software, software very similar to the needs of CurryMap.org, there is no mysticism to software, there are no loose bugs crawling around in computers that make something work or something to stop working. Things either work because someone either puts it up there or someone takes it down. And in this regard, IT Director Todd Weeks was directed by a unanimous vote of the BOC on November 24th to allow the State GEO officials and staff remote access to CurryMap.org. To date, it is my knowledge that IT Director Todd Weeks has not yet complied with this requested order. Thus, both of Issues 1 and 2 which comprise past failures and present needs for forward progress concerning CurryMap.org seems to come to rest with Mr. Weeks.

CurryMap.org and the ESRI Enterprise system software is a very robust package that is complete with login documentation for every action that has been executed. Thus, when the State GEO officials and staff finally obtain access to the system and its internal logs, the confusions and questions as to its present status and what happened in the past will be able to be determined. Such a course of events would then allow for the County to make a quantified and verifiable agreement with Mr. Massie as to what is entailed in order to fix his failures. Furthermore, the efforts, contributions and suggestions by County volunteer Al Stroh will allow for deliverables to be worded into the agreement with Mr. Massie in order to secure the goal of Issue 3. Also, in regards to Item 'd' of Commissioner Huxley's 'Sequence of steps' and the indicated 'Operations Manual', this is actually a formal way of asking Mr. Massie to complete his previously agreed to scope of work - namely, the last item of County Work Oder #4723 – which states that Mr. Massie was to make a "Final Report to the Board of Commissioners". However, i have not seen any evidence that the agreed 'Final Report' was ever provided to the County.

Thus Ms. Kudlac, i hope you can see that the County is presently hampered by various internal contingencies that substantively get in the way of 'immediately' accepting Mr. Massie's welcomed offer to address his failures. Furthermore, it is my hope that all others who are addressed by this email will appreciate the logic and reasoning behind Commissioner Huxley's 'Sequence of Steps' in order to restore the project to its original goals. Lastly, I have often asked myself and stated so as a matter of public record in County Public Meetings: “Why am I, a resident of Arizona, the one that has to discover all of these managerial and technical shortcomings within the County administration protocol?” At one point in a County Public Meeting it was suggested by Commissioner Brown that I receive admin access to the system in order to validate its internal structure (something that the State of Oregon GEO is now offering to do as a service to the County). To this suggestion by Commissioner Brown, IT Director Weeks stated that I would first have to be subjected to a background check. My response to that at a later date was that I felt that the County itself needed a background check regarding CurryMap.org. To Wit, I feel that I have slowly done this out my own personal efforts and have herein shared my findings. Why? Because I believe in Life. Even though I temporarily left Oregon for a while back in late September and am now in Arizona as I type these words... I am still closely involved because of the diligent efforts of Commissioner Huxley who tirelessly seeks me out to explain some term or some technical aspect of GIS or what-have-you. And, while sitting here in the mountains of Arizona, the image of some old lady that I have often seen crossing at the blinking yellow lights near Mc Kay's Market with her small amount

of groceries... someone who obviously looks to have maybe just purchased all the food that she could afford... and the simple fact that that old lady financially contributes probably more money than she can afford to the functionality of her local government... that I just wish that all who have taken the time to read this letter will remember her and take the time and humbly do the right thing with her money.

Sincerely david lucas

On Wed, Dec 9, 2015 at 7:42 PM, Thomas Huxley <huxleyt@co.curry.or.us> wrote:

Re: Sequence of steps required for Keith Massie to proceed with correcting existing contract deficiencies

Ms. Kudlac,

The attached document outlines the '**Summary of Issues**' with development of the Curry County Geographic Information System (GIS) and the '**Sequence of Steps Required to Proceed**' to identify, correct and test the existing deficiencies of CurryMap.org.

Thank you in advance for your prompt attention to this matter.

I have taken the liberty to Cc:

City of Gold Beach Administrator

Jodi Fritts City of Brookings

Manager Gary Milliman David

Lucas

Al Stroh

Tom Huxley

Curry County Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Comprehensive Plan/Zone change from Rural REsidential-5 to Heavy Commercial C-2 at 15887 Highway 101 in Harbor

AGENDA DATE^a: 01-06-2016 **SUBMITTING DEPARTMENT:** Community Development

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Carolyn Johnson

PHONE/EXT: 3228

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Ordinance

- (1) Ordinance
- (2)
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) **Yes** **No**

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? **Yes** **No**
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? **Yes** **No**
(If Yes, brief detail)
- 3. If Land Transaction, filed with the clerk? **Yes** **No** **N/A**

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? **Yes** **No** **N/A**

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

- 1. Confirmed Submitting Department's finance-related responses **Yes** **No**
Comment:
- 2. Confirmed Submitting Department's personnel-related materials **Yes** **No** **N/A**
Comment:
- 3. If job description, Salary Committee reviewed: **Yes** **No** **N/A**
- 4. If hire order requires an UA, is it approved? **Yes** **No** **Pending** **N/A**

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

LEGAL ASSESSMENT: Does this agenda item have a legal impact? **Yes** **No**

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown **Yes** **No**

Commissioner Thomas Huxley **Yes** **No**

Commissioner David Brock Smith **Yes** **No**

Comment:

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

In the Matter of the Adoption)	
Of a Change to the Curry County)	
Comprehensive Plan and Zoning)	ORDINANCE NO. 15-07
Maps Related to File No. CP/Z 1503)	
For Applicant Harder Diesslin)	
Development Group LLC)	

The Board of Curry County Commissioners ordains as follows:

Section 1

With respect to the subject property described below, this ordinance changes the Curry County Comprehensive Plan designation from “Residential” to “Commercial” with a concurrent zone change from Rural Residential – 5 acres (R-5) to Heavy Commercial (C-2).

Section 2

This ordinance is being adopted under the authority of ORS Chapters 197 and 215 and the Curry County Zoning Ordinance (CCZO) following published notice. It shall be effective upon adoption.

Section 3

This amendment to the Curry County Comprehensive Plan and Zoning Maps applies only to the following land as described in the records of the Curry County Assessor:

Approximately 9.38 acres Assessor Map No. 41-13-09ACTax Lot 2900

This property is shown on the attached map marked as Exhibit “A” that is attached hereto and incorporated by reference.

Section 4

The Curry County Board of Commissioners approved this application for a comprehensive plan and zone change in accordance with sections 2.060(3)(a), 9.021 and 9.030 of the Curry County Zoning Ordinance. A hearing was held on the application on December 17, 2015. Testimony and written documents were offered in support of the application; no one offered any testimony or written documents in opposition to the application. The findings supporting the Board’s decision are found in

the staff report (without exhibits or attachments) marked as Exhibit "B" that is attached hereto and incorporated by reference. The conditions of approval are found in Exhibit "C" that is also attached hereto and incorporated by reference.

Section 5

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or unlawful, such decision shall not affect the validity of the remaining portions of this ordinance.

DATED this 17th day of December, 2015.

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

Recording Secretary:

First Reading: December 17, 2015

Second Reading: January 06, 2016

Effective Date: April 05, 2016

Approved as to Form:

Curry County Legal Counsel

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: 2015-16 Budget Appropriations Transfers

AGENDA DATE^a: 2016_01_06 **SUBMITTING DEPARTMENT:** Finance

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Gary Short **PHONE/EXT:** 3232

BRIEF BACKGROUND OR NOTE^b: Reallocation of budget appropriations between categories within departments.

^bindicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Resolution

- (1)2016_01_06 Finance 15-16 Budget Resolution Appropriation Transfers.doc
- (2)2016_01_06 Finance 15-16 Exhibit A Budget Transfers.pdf
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail) Reallocation of current category appropriations
- 2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail) All departments submitting supplemental budgets
- 3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

Send Document Hardcopy/Electronically to:

Name: County Clerk Recording

Address:

City/State/Zip:

Phone:

Due date to send: / /

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

- 1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
- 2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
- 3. If job description, Salary Committee reviewed: Yes No N/A
- 4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:

Department: **Surveyor / Cornerstone**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET	
			CHANGE + = increase - = decrease	NEW Budget
Revenue				
1.10-419.15-391.07-000-00	Tran In - 1.22 Cornerstone	36,000	12,606	48,606
1.10-419.15-399.01-000-00	Assigned Fund Balance			-
1.10-419.15-399.03-000-00	Restricted Fund Balance			-
	Total Resources	36,000	12,606	48,606
Personal Services				
1.10-419.15-490.00-105-00	Sal-Elected	33,273	7,000	40,273
1.10-419.15-490.00-120-00	Sal-Irregular	13,104	4,200	17,304
1.10-419.15-490.00-130-00	Sal-Overtime			-
1.10-419.15-490.00-213-00	Ben-Health Ins			-
1.10-419.15-490.00-220-00	Ben- FICA 7.65%	3,547	857	4,404
1.10-419.15-490.00-230-00	PERS-County	3,506	-	3,506
1.10-419.15-490.00-260-00	Ben-Workers Comp	469	113	582
1.10-419.15-490.00-290-00	Ben- OR W/C Assessment	53	12	65
1.10-419.15-490.00-295-00	IGS - 3.10 Unemp Self Ins Res	98	24	122
	Total Personal Services -	54,050	12,206	66,256
Materials & Services				
1.10-419.15-490.00-330-00	Pro Svc - General			-
1.10-419.15-490.00-430-00	R&M Equipment			-
1.10-419.15-490.00-580-00	Meals & Lodging			-
1.10-419.15-490.00-583-00	Travel - Mileage allowance	200	400	600
1.10-419.15-490.00-				-
1.10-419.15-490.00-				-
1.10-419.15-490.00-				-
1.10-419.15-490.00-600-00	Supplies - Office		1,000	1,000
1.10-419.15-490.00-606-00	Event Food Supplies			-
1.10-419.15-490.00-615-00	Other M&S	1,500	(500)	1,000
1.10-419.15-490.00-610-00	Sup - Non-Capital Equipment	1,500	(500)	1,000
	Total Materials & Services	3,200	400	3,600
Debt, Capital, Transfers				
Cornerstone Preservation Fund				
1.22-419.15-491.08-000-00	Tran To - 1.10 GF Surveyor	36,000	14,126	50,126
1.22-419.15-496.00-000-00	Operating contingency	39,634	(14,126)	25,508
	Total Expenditures	132,884	12,606	145,490
Total Change should = 0 >> -				
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	<i>REILY SMITH</i>	Date	<i>12/17/15</i>	
Elected Official or Department Head	<i>Rail Smith</i>	Date	<i>12/17/15</i>	
Approved By	<i>[Signature]</i>	Date	<i>12/17/15</i>	
Liasion Commissioner				SUPP #1

Department: Community Development		BUDGET		
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	CHANGE	NEW
			+ = increase - = decrease	Budget
Revenue		Community Development.Building		
Personal Services				
2.17.424.20-490.00-110-00	Sal-Regular	110,045		110,045
2.17.424.20-490.00-120-00	Sal-Irregular	33,800	5,000	38,800
	Total Personal Services -	143,845	5,000	148,845
Materials & Services				
2.17-424.20-490.00-310	Professional services - training	1,000	-	1,000
2.17-424.20-490.00-350	Professional services - surcharge fees	37,920	(3,288)	34,632
2.17-424.20-490.00-390	Prof services bank fees	-	200	200
2.17-424.20-490.00-416	Util - cell phone	1,000	-	1,000
2.17-424.20-490.00-430	Rep & Maint equip	594	(300)	294
2.17-424.20-490.00-521	Insurance, Liability, general	1,206	500	1,706
2.17-424.20-490.00-524	Property Ins	396	300	696
2.17-424.20-490.00-550	Copying and printing	2,000	-500	1500
2.17-424.20-490.00-580	Meals & Lodging	1,000	(300)	700
2.17-424.20-490.00-581	IGS 2.21 assigned vehicles	7,000	(2,159)	4,841
2.17-424.20-490.00-582	IGS 2.21 Motor pool	-	250	250
2.17-424.20-490.00-583	Travel-mileage allowance	700	(300)	400
2.17-424.20-490.00-595	Postage	200	-	200
2.17-424.20-490.00-600	Sup - Office	700		700
2.17-424.20-490.00-610	Sup- Non capital	-	697	697
2.17-424.20-490.00-615	Other materials and services	356	-	356
2.17-424.20-490.00-640	Books and Periodicals	300	(100)	200
2.17-424.20-490.00-650	Dues-Membership	300	-	300
	Total Materials & Services	54,672	(5,000)	49,672
	Total Expenditures	198,517	-	198,517
Total Change should = 0 >>			-	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Carolyn Johnson, Planning Director			
Elected Official or Department Head			Date	
Approved By			Date	12/29/15
Liaison Commissioner				SUPP #1

Department: Community Development		BUDGET		
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue		Community Development.Planning		
Personal Services				
2.17.419.10-490.00-110-00	Sal-Regular	80,231	(7,196)	73,035
2.17.419.10-490.00-120-00	Sal-Irregular	-	6,696	6,696
2.17-419.10-490.00-130-00	Sal-Overtime	-	500	500
Total Personal Services -		80,231	-	80,231
Materials & Services				
2.17-419.10-490.00-310	Professional services - training	500	500	1,000
2.17-419.10-490.00-330	Professional services - general	6,000	2,500	8,500
2.17-419.10-490.00-340	Prof services med lab	-	146	146
2.17-419.10-490.00-341-01	IGS-1.10 GF GIS services	944	-	944
2.17-419.10-490.00-430	Rep & Maint equip	290	-	290
2.17-419.10-490.00-521	Insurance, Liability, general	775	191	966
2.17-419.10-490.00-524	Property Ins	537	7	544
2.17-419.10-490.00-541	Advertising - legal	1,000	-	1,000
2.17-419.10-490.00-550	Copying and printing	3,000	-350	2650
2.17-419.10-490.00-580	Meals & Lodging	500	-	500
2.17-419.10-490.00-581	IGS assigned vehicles	300	(300)	-
2.17-419.10-490.00-582	IGS Motor pool	500	(250)	250
2.17-419.10-490.00-583	Travel-mileage allowance	-	300	300
2.17-419.10-490.00-595	Postage	1,500	(750)	750
2.17-419.10-490.00-600	Sup - Office	1,400	(400)	1,000
2.17-419.10-490.00-610	Sup- Non capital	1,000	(594)	406
2.17-419.10-490.00-615	Other materials and services	1,683	(1,100)	583
2.17-419.10-490.00-650	Dues-Membership	300	100	400
Total Materials & Services		20,229	-	20,229
Total Expenditures		100,460	-	100,460
Total Change should = 0 >>			-	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Carolyn Johnson, Planning Director			
Elected Official or Department Head				Date
Approved By				Date
Liaison Commissioner				12/29/15 SUPP #1

Department: **Building R&M & Construction**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET	
			+ = increase	NEW Budget
Revenue			- = decrease	
2.33-419.40-334.00-000-37	GR-OJD Courthouse Fire Alarm		36,470	36,470
2.33-419.40-334.00-000-38	GR-OJD Courthouse Security		43,895	43,895
				-
				-
2.33-419.40-399.01-000-00	Assigned Fund Balance	21,054	7,404	28,458
2.33-419.40-399.03-000-00	Restricted Fund Balance			-
	Total Resources	21,054	87,769	108,823
Personal Services				
2.33-419.40-490.00-110-00	Sal-Regular	31,190	23,000	54,190
2.33-419.40-490.00-120-00	Sal-Irregular			-
2.33-419.40-490.00-130-00	Sal-Overtime			-
2.33-419.40-490.00-213-00	Ben-Health Ins			-
2.33-419.40-490.00-220-00	Ben- FICA 7.65%	2,386	1,759	4,145
2.33-419.40-490.00-230-00	PERS-County	2,358	1,738	4,096
2.33-419.40-490.00-235-00	PERS-Employee			-
2.33-419.40-490.00-260-00	Ben-Workers Comp			-
	Total Personal Services -	35,934	26,497	62,431
Materials & Services				
2.33-419.40-490.00-330-00	Pro Svc - General			-
2.33-419.40-490.00-430-00	R&M Equipment			-
2.33-419.40-490.00-431-00	R&M Buildings	40,322	21,272	61,594
2.33-419.40-490.00-				-
2.33-419.40-490.00-				-
2.33-419.40-490.00-				-
2.33-419.40-490.00-				-
2.33-419.40-490.00-600-00	Supplies - Office			-
2.33-419.40-490.00-606-00	Event Food Supplies			-
2.33-419.40-490.00-615-00	Other M&S			-
2.33-419.40-490.00-				-
	Total Materials & Services	40,322	21,272	61,594
Debt, Capital, Transfers				
2.33-419.40-490.00-851-00	Debt Interest Payments	8,531	(1,257)	7,274
2.33-419.40-490.00-849-00	Debt Principal Payments	8,179	1,257	9,436
2.33-419.40-490.00-721-05	Capital OJD Courthouse Camera		40,000	40,000
2.33-419.40-490.00-745-00	Capital Outlay			-
2.33-419.40-491.____-00	Tran To			-
2.33-419.40-491.____-00	Tran To			-
2.33-419.40-492.____-00	Tran To (use 492 for Tran within a Fund)			-
	Total Expenditures	92,966	87,769	180,735

Total Change should = 0 >>

Note: Total change should = 0, or Total Revenue change should match Total Expense change.

Prepared By	Date
Elected Official or Department Head <i>E. Hanson</i>	Date <i>12-29-15</i>
Approved By Liasion Commissioner <i>Jusait</i>	Date <i>12-29-15</i>

SUPP #1

**IN THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY**

IN THE MATTER OF REALLOCATION OF)
APPROPRIATIONS BETWEEN CATEGORIES) **RESOLUTION** _____
IN THE **2015-2016 FISCAL YEAR BUDGET**)

WHEREAS, there exists a need to transfer appropriated spending authority in the Curry County budget between expenditure categories for the purpose of providing for costs beyond the amount that was anticipated in the 2015-2016 fiscal year budget: and,

WHEREAS, additional revenue must be appropriated prior to expenditure; and,

WHEREAS, such increase and reallocation of appropriation is allowed under ORS 294.471; now,

BE IT RESOLVED that the 2015-2016 fiscal year budget for Curry County be modified as detailed in *Exhibit A* for the specific purpose of providing appropriations to cover expenditures through June 30, 2016.

Dated this 6th day of January 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith

Approved as to form:

Curry County Counsel

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Promotion of Corrections Deputy 1 Lucas Tobias, to Road Deputy 1

AGENDA DATE^a: 1/6/16 **SUBMITTING DEPARTMENT:** Sheriff's Office

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Sheriff John Ward/P.D.

PHONE/EXT: 3322

BRIEF BACKGROUND OR NOTE^b: Promotes Corrections Deputy1 Lucas Tobias, to Road Deputy 1 effective 1-17-16

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1)Promotion Order
- (2)Position Description
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:
Address:
City/State/Zip:

Phone:

Due date to send: / /

Email:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown Yes No
- Commissioner Thomas Huxley Yes No
- Commissioner David Brock Smith Yes No

Comment:

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Road Deputy I

EXEMPT: No
SALARY LEVEL: S-1
DOT CODE:
SUPERVISOR: Lieutenant - Civil
PREPARED BY: Payroll/Personnel

POSITION SUMMARY:

Enforces state and local traffic, criminal and civil laws and ordinances. Patrols roads, waterways, and business and residential areas. Investigates traffic accidents, crimes and complaints relating to criminal law enforcement in the County. Arrests and books suspects, serves warrants of arrest, subpoenas, summons and other civil process papers. Duties may include dispatching, administering preliminary first aid, assisting with search and rescue, receiving and maintaining evidence, and preparing necessary reports. May be assigned as a resident deputy sheriff in a community or broad geographical area located at some distance from the central operations. Does related work as required. Works under the supervision of a sergeant, who advises as to proper procedures or interpretations of the laws as necessary.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

While a deputy sheriff must work within the framework of laws and ordinances, both state and local, as well as the departmental rules and regulations which guide the performance of duties, instances occur where direct or immediate supervision will not be, and/or is not, available and the deputy must exercise his judgment as to the appropriate procedures and methods to be exercised, with full understanding of the possible consequences of those actions.

Examples of Work: (Illustrative only)

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

1. Patrols County roads, business and residential areas to enforce traffic and criminal laws; issues warnings or citations for violations; makes security checks for suspicious persons or vehicles.

JOB DESCRIPTION
JOB TITLE: Road Deputy I - Page 2

Examples of Work: (cont.)

2. Responds to calls including major crimes, civil complaints, thefts, assaults, family disputes, juvenile complaints, unattended deaths or deaths of a violent or suspicious nature and takes appropriate actions. Investigates those unattended deaths which result from natural, accidental or suicidal circumstances. Serves as deputy medical examiner.
3. Maintains written records and prepares reports necessary for accident and crime investigations, crime prevention, prosecution and office activities.
4. Makes arrests as necessary in the performance of various duties; handles suspects and prisoners in accordance with established procedure and state statute; transports suspects, prisoners and patients under custody to institutions; books suspects.
5. Investigates traffic accidents which includes checking for and providing immediate care for injured persons, controlling the accident scene to insure safety of all persons; gathers information by interrogating participants and witnesses and by observing accident scene; makes arrests as necessary and prepares comprehensive reports.
6. Investigates crimes and criminal complaints; preserves crime scenes; interrogates victims, witnesses, and suspects; collects, marks and preserves evidence; prepares written reports; conducts follow-up investigations, including apprehension of suspects.
7. Serves subpoenas, summons, warrants for arrest and other civil process papers; appears as a witness in court to testify on matters relating to accidents, crimes, and investigations. Serves extradition papers and transports persons back to Curry County.
8. On occasion relieves dispatcher, as required. Operates dispatch equipment, coordinates location and response of Deputy Sheriffs on the road, supervises teletype operations, handles incoming telephone inquiries and complaints and in-person complaints.

JOB DESCRIPTION
JOB TITLE: Road Deputy I - Page 3

Examples of Work: (cont.)

9. Participates in search and rescue procedures for property, evidence and persons. May include under-water search and recovery duty.
10. Patrols waterways; enforces all marine, fish and game laws.
11. Participates as required in the eradication of marijuana and other drug investigations.
12. Develops and maintains proficiency in the use of a variety of equipment associated with law enforcement duties including firearms, police radio and communication codes, vehicles, breathalysers, crime scene kits, fingerprinting equipment, radar, photographic equipment and specialized surveillance equipment.
13. Assists with crime prevention activities which includes surveillance patrols and dissemination of information to the public. Informs the public and answers inquiries regarding directions, laws, ordinances, complaint procedures, and provides other general assistance as required.
14. Deputies assigned as resident deputies perform the same general duties although they may have increased responsibilities for enforcing local traffic laws, serving as a representative of the Sheriff=s Department for various local activities and maintaining personal contact with local residents. May serve a Justice Court bailiff.
15. May have special responsibilities associated with receiving/seizing evidence and recovered property, marking for proper identification, custody of evidence, transporting evidence to crime lab, and testimony in court as to the case and custody of evidence.
16. Must prepare for and prosecute criminal cases on behalf of the State in those areas where the District Attorney will not appear.

SUPERVISORY RESPONSIBILITIES:

Supervision of other employees is not a regular responsibility of positions in this classification. However, in some instances a deputy may be required and/or

JOB DESCRIPTION
JOB TITLE: Road Deputy I - Page 4

SUPERVISORY RESPONSIBILITIES: (cont.)

responsible for supervising the activities of other deputies at a crime scene or accident. May also be required to provide work guidance and/or training to new and reserve officers as needed.

QUALIFICATION REQUIREMENTS:

Knowledge of-

The pertinent federal, state, and local laws and ordinances, including traffic, criminal, civil, juvenile, fish and game, and marine statutes.

Investigatory procedures and the gathering and preservation of evidence.

The use of law enforcement equipment including firearms, vehicles, radios, office equipment, and breathalysers.

Skill in-

Administering basic first aid and CPR.

The efficient and safe use of firearms and motor vehicles, including the operation of vehicles at high speeds and under adverse conditions.

Ability to-

Learn a considerable amount of factual material relating to laws, ordinances, procedures and regulations, and apply this knowledge to on-the-job situations.

Comprehend and interpret laws, ordinances and regulations.

Understand oral and written instructions, sometimes complex, and to act upon them accordingly.

Analyze situations quickly and objectively, and determine a proper course of action without continual supervision.

Prepare clear, concise and comprehensive reports, utilizing considerable knowledge of English grammar.

JOB DESCRIPTION
JOB TITLE: Road Deputy I - Page 5

EDUCATION AND/OR EXPERIENCE:

One continuous year of experience as a law enforcement officer, or graduation from a two year college with an Associate Degree in Law Enforcement; or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the work described.

SPECIAL QUALIFICATIONS:

Completion of a first aid and CPR training course.

Possession of a basic certificate from the Board on Police Standards and Training.

Possession of a valid Oregon drivers license at time of appointment.

PHYSICAL DEMANDS:

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

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

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

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

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

**IN THE MATTER OF THE PROMOTION)
OF AN EMPLOYEE)**

ORDER NO: _____

WHEREAS, it is the recommendation of Sheriff John Ward, that Lucas Tobias, currently a Corrections Deputy 1, Salary Range S-7, Step C, at \$3,473.00 per month, be promoted to Road Deputy 1, Salary Range S-1, Step B at \$3,604.00 per month. The job description for the new position is attached hereto and incorporated by reference.

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of January 17, 2016.

Dated this 6th day of January, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Susan Brown, Commissioner

Thomas Huxley, Commissioner

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Copier Lease Agreement Signature Authority to District Attorney

AGENDA DATE^a: January 6, 2016 **SUBMITTING DEPARTMENT:** District Attorney

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Everett Dial

PHONE/EXT: 3214

BRIEF BACKGROUND OR NOTE^b: 2015/2016 Lease & Service Agreements with South Coast Office Supply for copier in District Attorney's office..

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Lease

- (1) Service and Lease Agreement
- (2)
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
- 3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:
Address:
City/State/Zip:

Phone:

Due date to send: / /

Email:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

- 1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
- 2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
- 3. If job description, Salary Committee reviewed: Yes No N/A
- 4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown Yes No
- Commissioner Thomas Huxley Yes No
- Commissioner David Brock Smith Yes No

Comment:

SERVICE CONTRACT

11-19-15

DATE

11-18-16

RENEWAL DATE

Curry County District Attorney
CUSTOMER NAME

South Coast Office Supply

Courthouse

STREET ADDRESS

&

199 N. Broadway

Gold Beach, Oregon

CITY

Coos Bay, OR 97420

541-247-3298

PHONE

(503) 267-5114

TYPE/MODEL	SERIAL NUMBER	ANNUAL UNIT RATE	PRORATED AMT. FOR PARTIAL YEAR	NOTES
Kyocera TA4551ci	#L8D5405534	.0055 B/W		Includes toner
		.0045		Tier 1 color & consumable items
		.0055		Tier 2 color except paper
		.0065		Tier 3 color

THIS CONTRACT IS SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE OF THIS PAPER.

Customer hereby orders service on the above equipment. Customer has read this contract and agrees to be bound by its terms and further agrees that it constitutes the total contract and no representation or statement not expressed herein shall be binding on South Coast Office Supply.

CUSTOMER SIGNATURE

Frank Hanson

S.C.O.S. REPRESENTATIVE

DATE

11-19-15

DATE

CONDITIONS

GENERAL: This Contract shall be governed by laws of the State of Oregon. It constitutes the entire Contract between Customer and South Coast Office Supply, hereafter referred to as SCOS, for the repair and maintenance of the equipment.

Customer represents that he is the owner of the equipment subject to this Contract, or, if not the owner, that he has authority to enter into this Contract.

SCOS shall not be responsible for failure to render service due to strikes, flood, fire, or other causes beyond its control.

The term "this Contract" as used herein includes any future written amendments, modifications, and/or supplements made in accordance herein.

SERVICE AVAILABILITY: SCOS agrees to provide service during SCOS's normal business hours and while the equipment is located at original location or alternate location approved by SCOS.

This service includes: (a) Preventive maintenance based on the specific needs of each unit of equipment as determined by SCOS, including lubrication, necessary adjustments, and replacement of unserviceable parts; (b) on call remediable maintenance, including replacement of unserviceable parts; (c) one inspection per year to be performed, if possible, at the time of service call. If equipment is not available for service at the location noted on this Contract, or at a location indicated by the customer, or is not located upon reasonable inquiry by the service representative, no inspection fee refund will be made. The inspection fee is 1/3 of the maintenance agreement rate. Any additional inspection of any unit of equipment will be made at the customer's request at SCOS's prevailing rate for an "additional" inspection. If service is required outside SCOS's normal business hours, such service, if available, will be provided on a "per call" basis at SCOS's hourly rates and terms then in effect; (d) no inspection will be performed on partial year (prorated) contracts.

PARTS: With the exception of None, which are excluded from this Contract, parts will be furnished on an exchange basis when installed by SCOS personnel and will be new or equivalent to new in performance when used in this equipment. Replaced parts become the property of SCOS.

CHARGES: All charges specified are those currently in effect and are subject to change at renewal upon 30 days prior written notice.

Alterations, attachments, features, specification changes, or change of location may result in an adjustment of the service charges.

The customer agrees to pay all charges due hereunder, and understands that billing is in advance. Terms are net 30 days. SCOS reserves the right to charge interest on the unpaid balance thereafter.

DEFAULT: If the customer does not pay the amount due hereunder, SCOS may refuse to continue to service the equipment or may furnish service only on a "per call" basis. The customer agrees to pay expenses of collection, including any attorney's fees incurred, and to pay for any service rendered by SCOS under this Contract at the established hourly rate plus parts and expenses.

REFUND: Upon withdrawal of any unit from this Contract, a refund will be made on a pro-rata basis of time remaining on the Contract.

EXCLUSIONS: Service does not include: (a) Electrical work external to the equipment or maintenance of accessories, attachments, or other devices not included in the price of the original contract; (b) service caused by supply items that do not meet original equipment manufacturer's specifications; (c) repair of damage, or increases in service time resulting from accident, transportation, neglect, misuse, or other than ordinary use, failure of electrical power (which shall include, but not be limited to, any changes in manufacturer's design, installation or removal of original features, or any other modification, when any of the foregoing are not performed by SCOS representatives); (d) painting or refinishing the equipment or furnishing the materials therefore, making specification changes or performing services connected with relocation of equipment, or adding or removing accessories, attachments, or other devices; (f) equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by SCOS; (g) normal operator functions, as described in the original equipment operator's manual.

When, in SCOS's judgement, a unit of equipment cannot be maintained under this Contract, SCOS will, at its sole option, either withdraw the unit from this Contract pursuant to the terms listed above or submit a cost estimate for reconditioning the unit. Charges for reconditioning will be in addition to service charges. Customer may terminate this Contract or withdraw the unit from this Contract pursuant to the terms listed above if customer does not wish to authorize such work.

ACCESS TO EQUIPMENT: SCOS will have full and free access to the equipment to provide service thereon. If persons other than SCOS representatives shall perform maintenance or repair a unit of equipment, and as a result further repair by SCOS is required, such repairs will be made at SCOS's applicable time and material rates and terms then in effect.

LIMITATION OF LIABILITY: The customer agrees that SCOS will not be liable for any lost profits, consequential damages, or for any claim or demand against the customer by any other party, even if SCOS has been advised of the possibility of such damages.

No action, regardless of form, arising out of the services under this Contract may be brought by either party more than one year after the cause of action has accrued, except an action for non-payment under the default clause set forth above.

TERM: This Contract will remain in force from the date signed until the first day of the renewal month. Thereafter, it will be renewed for yearly periods, unless terminated as otherwise provided for in this Contract. By payment of the invoice submitted at the time of renewal, customer accepts the terms and conditions of SCOS's Service Contract then in effect for the renewal.

TERMINATION: Either party may terminate this Contract or withdraw any unit of equipment from this Contract at any time with 30 days prior written notification to the other party. SCOS reserves the right to withdraw forthwith from this Contract any unit of equipment as to which there have been or, in SCOS's opinion, may be repetitive instances of the need for additional repairs as described in EXCLUSIONS. Either party may terminate this Contract at any time for failure of the other to comply with any of its terms and/or conditions.

De Lage Landen Financial Services, Inc.

Lease Agreement

LESSEE	Full Legal Name Curry County District Attorney				Purchase Order Requisition Number	Phone Number 541-247-3298
	Billing Address P.O. Box 746 Gold Beach, Oregon 97448				City	State
EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)	
	Kyocera	TA 4556i	L8DS405534 (1)	1	Digital Color Copier; Fax; PF-740; DP-772	
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment*	Plus Applicable Taxes		Term of Lease in Months	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
	60	\$169.99	Plus Applicable Taxes			End of Lease Option: <input type="checkbox"/> FMV <input type="checkbox"/> 10% <input checked="" type="checkbox"/> \$1 <input type="checkbox"/> Other
	Lease Payment <input type="checkbox"/> includes / <input type="checkbox"/> does NOT include maintenance/service/supplies [check one]			Plus Applicable Taxes		End of Lease Purchase Option shall be FMV unless another option is selected.
* Lease payment may be adjusted for up front sales tax.				Security Deposit	First Period Payment	Other (EQUALS) Total Payment Enclosed
				\$169.99	\$169.99	0 = \$339.98

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. Term: This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. Taxes: You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with

ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. End of Lease, Return, Purchase Option, and Renewal: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required because the License limits transfers of the Software, then you shall assist us in obtaining consent.

10. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) that a facsimile copy of this Lease and each document executed in connection with this Lease may be treated as an original and will be admissible as legal evidence thereof. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	Title	Print Name
Legal Name of Corporation Curry County		

LESSOR	De Lage Landen Financial Services, Inc.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (800) 735-3273 • FAX: (800) 776-2329	
Commencement Date	Lease Number	
Accepted By:		

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.			
	Signature	Date	Print Name	Title

GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury.		
	Signature	Print Name	Date

080EDOC243v6

FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name <u>Curry County District Attorney</u> DBA Name (If Any) _____
	Billing Address <u>P.O. Box 746</u> Phone Number <u>541-247-3298</u>
	City <u>Gold Beach</u> County <u>Curry</u> State <u>Oregon</u> Zip Code <u>97444</u>
	Lease Number _____ Lease Date _____

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

- (a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.
- (e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X _____ <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Print Name _____
	Title _____ Date _____
	Name of Government Entity <u>Curry County</u>

ACCEPTED BY LESSOR	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Re-hire Order

AGENDA DATE^a: January 6, 2016 **SUBMITTING DEPARTMENT:** District Attorney

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Everett Dial

PHONE/EXT: 3214

BRIEF BACKGROUND OR NOTE^b: Re-hire of former employee M. Gerard Herbage as Deputy District Attorney / Irregular.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Order
- (2) Job Description
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:
Address:
City/State/Zip:

Phone:

Due date to send: / /

Email:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown Yes No
- Commissioner Thomas Huxley Yes No
- Commissioner David Brock Smith Yes No

Comment:

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Deputy District Attorney I

EXEMPT: Yes
SALARY LEVEL: E-11
SUPERVISOR: District Attorney
PREPARED BY: District Attorney

POSITION SUMMARY:

Performs professional legal work in the investigation, preparation and presentation of cases prosecuted by the District Attorney.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

An employee in this class is distinguished from the Chief Deputy District Attorney and Deputy District Attorney II in that the Deputy District Attorney I handles the more routine case work. Work is performed under the general supervision of the District Attorney who assigns cases and reviews performance on the basis of results obtained. Special instructions are provided on some cases.

Examples of Work: (Illustrative only)

Any single position of a class will not necessarily involve all of the duties listed and many positions will involve duties which are not listed.

1. Prepares and presents cases for trial in Circuit Court which includes reviewing the case, determining if the investigation is complete, interviewing and selecting appropriate witnesses, conducting legal research, preparing witnesses to present testimony conducting direct and cross-examination and drafting legal documents.
2. Performs intake procedures which includes reviewing incoming police reports and determining which charges, if any, will be filed and against whom on behalf of the District Attorney.
3. Prepares for and appears at various non-trial court appearances including but not limited to arraignments, release hearings, omnibus hearings plea proceedings, sentencing, probation revocation and modification proceedings, mental hearings and juvenile proceedings.

JOB DESCRIPTION
JOB TITLE: Deputy District Attorney I - Page 2

Examples of Work: (Continued)

4. Negotiates potential case resolutions with defense counsel/defendants as appropriate in accordance with facts, laws and departmental policy.
5. Prepares search and arrest warrants.
6. Performs death investigations to ensure that evidence is properly gathered in cases that might involve criminal activity.

SUPERVISORY RESPONSIBILITIES:

Supervision is not normally performed by this position.

QUALIFICATION REQUIREMENTS:

Knowledge of -

Thorough knowledge of -
Oregon criminal law
Rules of evidence
Legal practices, procedures and terminology
Investigative techniques
Court procedures

Considerable knowledge of legal research methods and of methods for preparing legal documents associated with administrative and judicial proceedings.

Ability to -

Organize, interpret and apply legal principles and knowledge in conducting legal research and preparing legal opinions.

Communicate effectively both verbally and in writing.

Establish and maintain effective working relationships with county officials, court officials, other attorneys and the public.

JOB DESCRIPTION
JOB TITLE: Deputy District Attorney I - Page 3

EDUCATION AND/OR EXPERIENCE:

Doctor of Jurisprudence degree; two years of experience in the practice of law, or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above described duties.

NECESSARY SPECIAL REQUIREMENTS:

Member of the Oregon State Bar.

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

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

IN THE MATTER OF THE RE-HIRING OF)
A FORMER EMPLOYEE)

ORDER NO: _____

WHEREAS, it is the recommendation of, Everett Dial, that the following person be re-hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

<u>Name</u>	<u>Position</u>	<u>Salary Range/Step</u>	<u>Rate</u>	<u>Status</u>
M. Gerard Herbage	DDA	NA	\$52/hr.	Irregular

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of January 4th, 2016.

Dated this 06 day of January, 2016 .

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: County Legal Counsel

EXEMPT: Yes
SALARY LEVEL: E - 17
SUPERVISOR: County Board of Commissioners
PREPARED BY: County Legal Counsel

July 2002

POSITION SUMMARY:

The County Legal Counsel performs a variety of legal services for the Board of Commissioners and all County departments relative to civil matters. The legal services performed are in such varied fields as land use, bankruptcy, assessment and taxation, torts, contracts, labor law, real property and municipal law. In addition to the above-referenced legal services, the County Legal Counsel serves as the risk manager for Curry County.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Provides legal counsel to the County Board of Commissioners, County officers, departments and various boards and commissions; attends public meetings and work sessions; advises on legal rights and responsibilities and other legal issues.

Advises and provides training to County department staff on appropriate action for a variety of legal problems and issues including risk management; interprets Federal, State and local legislation, statutes, rules and regulations; reviews and makes recommendations of proposed policy or procedural changes.

Researches and prepares ordinances, resolutions, contracts, agreements, leases, deeds and other legal documents; investigates and analyzes legal issues.

Researches, studies and interprets the application of laws, court decisions and other legal authorities and precedents; prepares legal opinions, memoranda briefs.

Reviews all claims against the County and takes appropriate action including coordination with the County's insurance company's defense attorneys.

Prosecutes, defends and appeals legal actions, suits and other proceedings on behalf of the County; prepares and presents cases at trials or hearings; investigates facts; interviews and deposes witnesses; prepares case reports and summaries.

Serves as Risk Manager for the County, and facilitates County staff meetings.

JOB DESCRIPTION
JOB TITLE: County Legal Counsel - Page 2

SUPERVISORY RESPONSIBILITIES:

Supervision is required of secretarial staff.

QUALIFICATION REQUIREMENTS:

Knowledge of -

Thorough knowledge of Oregon and Federal law;
rules of evidence;
legal practices, procedures and terminology;
court procedures;
legal research methods and methods for preparing various legal documents associated with administrative and judicial proceedings.
Considerable knowledge of the principles and procedures of civil law.
Familiarity with personal computers.

Ability to -

organize, interpret and apply legal principles and knowledge in conducting legal research and preparing legal opinions;
communicate effectively both verbally and in writing;
establish and maintain effective working relationships with County officials, court officials, other attorneys and the public.

Special requirements -

Member in good standing of the Oregon State Bar Association.
Admission to Practice in the Federal Courts.

EDUCATION AND EXPERIENCE:

Doctor of Jurisprudence degree from an accredited law school; five years experience in the practice of law, preferably with experience in public law; or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above described duties.

PHYSICAL DEMANDS:

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

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

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO: _____

WHEREAS, it is the recommendation of Thomas Huxley, Commissioner, that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

<u>Name</u>	<u>Position</u>	<u>Salary Range/Step</u>	<u>Rate</u>	<u>Status</u>
John R. Huttl	County Legal Counsel	E17-D.5	\$6841/mo.	Full Time

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of January 25, 2016.

Dated this 06 day of January, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: New hire - On-call Office Assistant - B. Boice

AGENDA DATE^a: 1/6/16 **SUBMITTING DEPARTMENT:** Commissioners

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Julie Schmelzer **PHONE/EXT:** 3253 **TODAYS DATE:**
12/30/15

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Job description
- (2) Orders for B. Boice, B. Colton, J Jesuit
- (3) Orders for J. Manghillis, K. Creasey
- (4) Orders for M. Allen, R. Nessel

Are there originals in route (paper copies with pre-existing signatures) **Yes** **No**

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? **Yes** **No**
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? **Yes** **No**
(If Yes, brief detail) Employee available to all County departments
- 3. If Land Transaction, filed with the clerk? **Yes** **No** **N/A**

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:
Address:
City/State/Zip:

Phone:

Due date to send: / /

Email:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? **Yes** **No** **N/A**
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

- 1. Confirmed Submitting Department's finance-related responses **Yes** **No**
Comment:
- 2. Confirmed Submitting Department's personnel-related materials **Yes** **No** **N/A**
Comment:
- 3. If job description, Salary Committee reviewed: **Yes** **No** **N/A**
- 4. If hire order requires an UA, is it approved? **Yes** **No** **Pending** **N/A**

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

LEGAL ASSESSMENT: Does this agenda item have a legal impact? **Yes** **No**
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown **Yes** **No**
- Commissioner Thomas Huxley **Yes** **No**
- Commissioner David Brock Smith **Yes** **No**

Not applicable to Sheriff's Department since they do not have a liaison

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: On-call Office Assistant

EXEMPT: No

SALARY LEVEL: \$10.00/hr.

SUPERVISOR:

PREPARED BY: Finance Department

October 2005

POSITION SUMMARY:

Working on-call in various departments. Performs clerical duties of a routine nature such as typing, filing, record keeping and receptionist work; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS:

Positions in this class will be part of a pool of on-call irregular office supports. Employees will be called to fill in for absent employees or provide extra support for busy periods. Work in this class may involve the operation of a typewriter, calculator, copy machine and other standard office equipment. Employees in this class receive close supervision. The duties performed require following clearly established work procedures or specific instructions. Supervision is not normally a responsibility of positions in this classification.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Examples of Work: (Illustrative only)

Any single position of a class will not necessarily involve all of the duties listed, and many positions will involve duties which are not listed.

1. Organizes, files and catalogs materials.
2. Gathers data, posts, sorts, checks and maintains records.
3. Types forms, letters, reports or file cards.
4. Makes copies.
5. Answers telephone and provides general information responses to inquiries.

JOB DESCRIPTION
JOB TITLE: On-call Office Assistant - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

6. Greets visitors.
7. Takes messages and makes appointments
8. Gathers information from the public necessary to initiate records and services.
9. Any various work assignments given by the department supervisors.

QUALIFICATION REQUIREMENTS:

Knowledge of -

Some knowledge of different filing systems including alphabetical, numerical and chronological; business English, spelling, punctuation and arithmetic; office practices and procedures.

Ability to -

Organize, file and retrieve materials and documents; deal with the public courteously; follow verbal and written instructions; perform basic mathematical operations; work effectively with other employees.

Skill in -

Typing; operating standard office equipment including a computer.

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalency, or any satisfactory equivalent combination of experience and training.

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

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

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO: _____

WHEREAS, it is the recommendation of Julie Schmelzer, Director of Administration, that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

<u>Name</u>	<u>Position</u>	<u>Salary Range/Step</u>	<u>Rate</u>	<u>Status</u>
Barbara E. Boice	On-call Office Assistant	n/a	\$10.00/hr.	Irreg.

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of January 6, 2016.

Dated this 06 day of January, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith

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

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO:_____

WHEREAS, it is the recommendation of Julie Schmelzer, Director of Administration, that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

Name	Position	Salary Range/Step	Rate	Status
Barbara A. Colton	On-call Office Assistant	n/a	\$10.00/hr.	Irreg.

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of January 6, 2016.

Dated this 06 day of January, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith

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

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO: _____

WHEREAS, it is the recommendation of Julie Schmelzer, Director of Administration, that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

Name	Position	Salary Range/Step	Rate	Status
John T. Jezuit	On-call Office Assistant	n/a	\$10.00/hr.	Irreg.

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of January 6, 2016.

Dated this 06 day of January, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith

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

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO: _____

WHEREAS, it is the recommendation of Julie Schmelzer, Director of Administration, that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

Name	Position	Salary Range/Step	Rate	Status
Jane Manghillis	On-call Office Assistant	n/a	\$10.00/hr.	Irreg.

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of January 6, 2016.

Dated this 06 day of January, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith

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

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO:_____

WHEREAS, it is the recommendation of Julie Schmelzer, Director of Administration, that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

Name	Position	Salary Range/Step	Rate	Status
Kathleen E. Creasey	On-call Office Assistant	n/a	\$10.00/hr.	Irreg.

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of January 6, 2016.

Dated this 06 day of January, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith

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

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO: _____

WHEREAS, it is the recommendation of Julie Schmelzer, Director of Administration, that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

<u>Name</u>	<u>Position</u>	<u>Salary Range/Step</u>	<u>Rate</u>	<u>Status</u>
Margaret A. Allen	On-call Office Assistant	n/a	\$10.00/hr.	Irreg.

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of January 6, 2016.

Dated this 06 day of January, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith

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

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO: _____

WHEREAS, it is the recommendation of Julie Schmelzer, Director of Administration, that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

Name	Position	Salary Range/Step	Rate	Status
Robin L. Nessel	On-call Office Assistant	n/a	\$10.00/hr.	Irreg.

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of January 6, 2016.

Dated this 06 day of January, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Approve a Temporary Construction Easement for Repair of Road Side on Pistol River Loop Rd.

AGENDA DATE^a: January 6th, 2015 **SUBMITTING DEPARTMENT:** Road

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Doug Robbins

PHONE/EXT: 3393

BRIEF BACKGROUND OR NOTE^b: This Agreement is between property owner Jerry L. Walker and Curry County to be granted permission to enter the property and to perform construction activities necessary to repair the eroding river bank. The repair is located along the river bank of the Pistol River on Pistol River Loop Rd. at Mile post 2.03.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

- (1)Temporary Construction Easement
- (2)Exhibit A
- (3)Exhibit B
- (4)

Are there originals in route (paper copies with pre-existing signatures) **Yes** **No**

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? **Yes** **No**
(If Yes, brief detail)
2. Does this agenda item impact any other County department? **Yes** **No**
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? **Yes** **No** **N/A**

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name: Road Department

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? **Yes** **No** **N/A**

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses **Yes** **No**
Comment:
2. Confirmed Submitting Department's personnel-related materials **Yes** **No** **N/A**
Comment:
3. If job description, Salary Committee reviewed: **Yes** **No** **N/A**
4. If hire order requires an UA, is it approved? **Yes** **No** **Pending** **N/A**

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

LEGAL ASSESSMENT: Does this agenda item have a legal impact? **Yes** **No**

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown **Yes** **No**

Commissioner Thomas Huxley **Yes** **No**

Commissioner David Brock Smith **Yes** **No**

Comment:

TRANSACTION: TEMPORARY CONSTRUCTION EASEMENT

GRANTOR: JERRY L. WALKER
3461 Blue Mountain Road
Fairfield, CA 94534

GRANTEE: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON
94235 Moore Street, Suite 122
Gold Beach, OR 97444

CONSIDERATION: The true consideration paid for this easement is the benefit derived from the repair of the eroding river bank.

This Agreement is by and between Jerry L. Walker, hereinafter designated GRANTOR, and Curry County, a political subdivision of the State of Oregon, hereinafter designated GRANTEE. GRANTOR does hereby grant unto the GRANTEE, its successors, assigns, agents, contractors, subcontractors and employees permission to enter property described below and grant the exclusive.

Jerry L. Walker, Grantor, in consideration of the benefit derived from the repair of the eroding river bank, does hereby grant to Curry County, a political subdivision of the State of Oregon, and its successors, assigns, agents, contractors, subcontractors and employees, a temporary construction easement for a work area the purpose of which is to allow for the repair of the eroding river bank. Said easement is legally described on Exhibit "A" and shown on attached Exhibit "B" which are attached hereto and incorporated by reference.

The GRANTOR also grants to the GRANTEE, its successors, assigns, agents, contractors, and employees the right to erect and use construction equipment at the site of the work area herein described.

GRANTEE shall obtain all permits required by any governmental entity prior to commencing the repair work.

GRANTEE covenants that in the event that any government entity claims that the repair work is in violation of any county, state or federal law, or that the repair work has caused damage to Pistol River, the Pistol Riparian area, or to any protected species within the repair area, for which claim of damage remedial work is demanded, required, or a fine is assessed, Grantee assumes full responsibility for defending against such claim and remediating, repairing or paying any other fine or penalty related to the proposed repair work, and shall defend, indemnify, and hold Grantor harmless there from. This covenant is part of the consideration, and shall continue to be enforceable after expiration of the temporary easement.

IT IS UNDERSTOOD that the easement rights granted herein shall terminate on May 30th, 2016.

IT IS ALSO UNDERSTOOD that the Easement granted herein does not convey any right or interest in the above-described property, except as stated herein, nor prevent GRANTOR from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

In addition, the GRANTEE, its successors, assigns, agents, contractors, subcontractors and employees agree to the following conditions of entry:

1. **DAMAGE TO PROPERTY:** Shall exercise care to avoid damaging the property in any manner not consistent with the purpose for which this agreement is issued.
2. **COOPERATION WITH GRANTOR:** Shall at all times cooperate with GRANTOR and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.
3. **CLEAN UP:** Upon completion of the project shall clean all the ground occupied of all rubbish, excess material, temporary structures and equipment.

DATED this _____ day of January, 2016.

GRANTOR:

Jerry L. Walker

STATE OF OREGON)
)
County of Curry)

 This instrument was acknowledged before me on _____
By Jerry L. Walker

Notary Public of Oregon
My Commission Expires: _____

GRANTEE

CURRY COUNTY BOARD OF COMMISSIONERS

Susan Brown

Thomas Huxley

David Brock Smith

STATE OF OREGON)
)ss.
County of Curry)

 This instrument was acknowledged before me on _____

By _____
as Commissioners of Curry County, Oregon, a political subdivision of the State of Oregon.

Notary Public of Oregon

My Commission Expires: _____

Enclosure: EXHIBIT "A"

EXHIBIT "B"

DRAFT

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Approve Temporary/ Permanent Construction Easements for N. Fork Floras Cr. Bridge Project

AGENDA DATE^a: January 6th, 2015 **SUBMITTING DEPARTMENT:** Road

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Doug Robbins

PHONE/EXT: 3393

BRIEF BACKGROUND OR NOTE^b: The first Temporary Easement is between property owners Richard A. Long and Jane D. Dallison and Curry County to be granted permission to enter their property to perform construction activities necessary to replace the bridge. The second Temporary/Permanent easement is between property owner Florence Lichtig and Curry County to be granted permission to enter her property to perform construction activities to replace the bridge and permanent easement to place a bio-swale for storm water treatment. Third Temporary easement is between George and Kelly Fleming and Curry County. All 3 properties are within the same construction project.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

- (1)Temporary Construction Easement - Long & Dallison
- (2)Temporary Construction Easement - Lichtig
- (3)Permanent Construction Easement - Lichtig
- (4)Temporary Construction Easement - Fleming

Are there originals in route (paper copies with pre-existing signatures) **Yes** **No**

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
- 3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name: Road Department

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

^aNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? **Yes** **No** **N/A**
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

- 1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
- 2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
- 3. If job description, Salary Committee reviewed: Yes No N/A
- 4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown **Yes** **No**

Commissioner Thomas Huxley **Yes** **No**

Commissioner David Brock Smith **Yes** **No**

Comment:

CLERK'S RECORDING INFORMATION

TRANSACTION: TEMPORARY CONSTRUCTION EASEMENT

GRANTOR: GEORGE AND KELLY FLEMING
97424 LANGLOIS MOUNTAIN RD.
LANGLOIS, OR 97450

GRANTEE: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON
94235 Moore Street, Suite 122
Gold Beach, OR 97444

CONSIDERATION: The true and actual consideration paid for this easement is \$350.00.

TAX STATEMENTS: No Change

AFTER RECORDING RETURN INSTRUMENT TO:

Curry County
28425 Hunter Creek Road
Gold Beach, OR 97444

George W Fleming Jr. and Kelly L H Fleming, Grantors, in consideration of \$350.00, does hereby grant to Curry County, a political subdivision of the State of Oregon, and its successors, assigns, agents, contractors, subcontractors and employees, a temporary construction easement for a work area the right to perform construction activities necessary to construct roadway, bridge, drainage, access improvements, and other appurtenant structures across the following real property and is described as Exhibit "A" which is attached hereto and incorporated by reference.

The temporary construction easement is located near mile post 7.93 on Langlois Mountain Road on a strip of land, variable in width, lying on the southwesterly side of the centerline of Langlois Mountain Road, and is described in Exhibit "A" which is attached hereto and incorporated by reference.

The GRANTOR also grants to the GRANTEE, its successors, assigns, agents, contractors, and employees the right to erect and use construction equipment at the site of the work area herein described.

IT IS UNDERSTOOD that the easement rights granted herein shall terminate 3 years after signing or upon completion of the Project, whichever is earlier.

Grantee agrees to indemnify and defend Grantor for any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement strip.

IT IS ALSO UNDERSTOOD that the Easement granted herein does not convey any right or interest in the above-described property, except as stated herein, nor prevent GRANTOR from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

In addition, the GRANTEE, its successors, assigns, agents, contractors, subcontractors and employees agree to the following conditions of entry:

1. **DAMAGE TO PROPERTY:** Shall exercise care to avoid damaging the property in any manner not consistent with the purpose for which this agreement is issued.
2. **COOPERATION WITH GRANTOR:** Shall at all times cooperate with GRANTOR and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.
3. **SITE RESTORATION:** The Grantee hereby agrees to restore the easement to its original condition, or as close as is practical to do so, upon completion of the construction.

DATED this _____ day of _____, 2015.

GRANTOR:

George W Fleming Jr.

STATE OF OREGON)
)
County of Curry)

This instrument was acknowledged before me on _____,
2015, by _____.

Notary Public of Oregon
My Commission Expires: _____

DATED this _____ day of _____, 2015.

GRANTOR:

Kelly L H Fleming

STATE OF OREGON)
)
County of Curry)

This instrument was acknowledged before me on _____,
2015, by _____.

Notary Public of Oregon
My Commission Expires: _____

GRANTEE:

CURRY COUNTY BOARD OF COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

STATE OF OREGON)
)ss.
County of Curry)

This instrument was acknowledged before me on _____,
2015, by _____
as Commissioners of Curry County, Oregon, a political subdivision of the State of Oregon.

Notary Public of Oregon
My Commission Expires: _____

Enclosure: EXHIBIT "A"

EXHIBIT "B" (Depiction)

AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction:

(1) Nick Newman (Name of Buying Licensees) of Oregon First Realty (Name of Real Estate Firm) is the agent of (check one):

- Buyer exclusively ("Buyer Agency")
- Seller exclusively ("Seller Agency")
- Both Buyer and Seller ("Disclosed Limited Agency")

If both parties are each represented by one or more Licensees in the same Real Estate Firm, and Licensees are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Licensee(s).

Both the Buyer and the Seller understand that it is required for Right of Way Consultants to be licensed in the State where they represent agencies for acquisitions and that they receive no commissions for their services.

Buyer shall sign this acknowledgment at the time of signing this Agreement. Seller shall sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

Buyer:

Curry County

By: _____

Title: _____

Date: _____

Seller:

Florence Lichtig

By: Florence Lichtig

Date: December 8, 2015

By: _____

Date: _____

CLERK'S RECORDING INFORMATION

TRANSACTION: TEMPORARY CONSTRUCTION EASEMENT

GRANTOR: FLORENCE LICHTIG
PO Box 297
Langlois, OR 97450

GRANTEE: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON
94235 Moore Street, Suite 122
Gold Beach, OR 97444

CONSIDERATION: The true and actual consideration paid for this easement is \$100.00.

TAX STATEMENTS: No Change

AFTER RECORDING RETURN INSTRUMENT TO:

Curry County
28425 Hunter Creek Road
Gold Beach, OR 97444

Florence Lichtig, Grantor, in consideration of \$100.00, does hereby grant to Curry County, a political subdivision of the State of Oregon, and its successors, assigns, agents, contractors, subcontractors and employees, a temporary construction easement for a work area the right to perform construction activities necessary to construct roadway, bridge, drainage, access improvements, and

other appurtenant structures across the following real property and is described as Parcel 2 in Exhibit "A" which is attached hereto and incorporated by reference.

The temporary construction easement is located near mile post 7.93 on Langlois Mountain Road on a strip of land, variable in width, lying northeasterly side of centerline of Langlois Mountain Road, and is described as Parcel 2 in Exhibit "A" which is attached hereto and incorporated by reference.

The GRANTOR also grants to the GRANTEE, its successors, assigns, agents, contractors, and employees the right to erect and use construction equipment at the site of the work area herein described.

IT IS UNDERSTOOD that the easement rights granted herein shall terminate 3 years after signing or upon completion of the Project, whichever is earlier.

Grantee agrees to indemnify and defend Grantor for any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement strip.

IT IS ALSO UNDERSTOOD that the Easement granted herein does not convey any right or interest in the above-described property, except as stated herein, nor prevent GRANTOR from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

In addition, the GRANTEE, its successors, assigns, agents, contractors, subcontractors and employees agree to the following conditions of entry:

1. **DAMAGE TO PROPERTY:** Shall exercise care to avoid damaging the property in any manner not consistent with the purpose for which this agreement is issued.
2. **COOPERATION WITH GRANTOR:** Shall at all times cooperate with GRANTOR and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.
3. **SITE RESTORATION:** The Grantee hereby agrees to restore the easement to its original condition, or as close as is practical to do so, upon completion of the construction.

DATED this 8th day of December, 2015.

GRANTOR:

Florence Lichtig
Florence Lichtig

STATE OF OREGON)

County of Curry)

This instrument was acknowledged before me on December 8, 2015, 2015, by Florence Lichtig.



Danielle Aliss De Barrows
Notary Public of Oregon
My Commission Expires: November 29, 2019

GRANTEE:

CURRY COUNTY BOARD OF COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

STATE OF OREGON)
)ss.
County of Curry)

This instrument was acknowledged before me on _____,
2015, by _____
as Commissioners of Curry County, Oregon, a political subdivision of the State of Oregon.

Notary Public of Oregon
My Commission Expires: _____

Enclosure: EXHIBIT "A"

EXHIBIT "B"

Parcel 1 – Permanent Easement for Slopes and Drainage Facilities

A parcel of land lying Parcel 1 of Partition Plat No. 2013-05, Curry County, Oregon and being a portion of that property described in that Warranty Deed to Howard S. Lichtig and Florence Lichtig, recorded November 22, 1989 in the Official Records of Curry County as Instrument No. 89-001887; the said parcel being that portion of said property included in a strip of land, variable in width, lying northeasterly side of the centerline of Langlois Mountain Road, which centerline is described as follows:

Beginning at centerline Station 5+87.14 PT, said station being South 12°12'36" East, 1889.41 feet from the West One-Quarter Corner of Section 23, Township 30 South, Range 14 West, W.M.; thence South 22°36'38" East, 92.96 feet; thence on a 495.00 foot radius curve left (the long chord of which bears South 40°53'48" East, 310.63 feet) 315.96 feet; thence South 59°10'59" East, 41.67 feet; thence on a 58.00 foot radius curve right (the long chord of which bears South 26°47'36" East, 62.14 feet) 65.58 feet; thence South 05°35'47" West, 66.51 feet; thence on a 122.00 foot radius curve left (the long chord of which bears South 15°35'15" East, 88.17 feet) 90.21 feet; thence South 36°46'17" East, 88.09 feet to centerline station 13+48.11 PC, said station being South 17°23'38" East, 2583.93 feet from said West One-Quarter Corner.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northeasterly Side of Centerline
8+40.00		9+00.00	30.00 in a straight line to 50.00
9+00.00		9+70.00	50.00
9+70.00		10+75.00	50.00 in a straight line to 45.00
10+75.00		10+90.00	45.00 in a straight line to 50.00
10+90.00		11+16.60	50.00 in a straight line to 50.00
11+16.60		11+69.81	50.00 in a straight line to 30.00

Bearings are based on County Survey No. 30-76, filed on April 7, 2015 in the Curry County Surveyor's Office.

This parcel of land contains 4,880 square feet, more or less, outside the existing Right-of-Way.

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying Parcel 1 of Partition Plat No. 2013-05, Curry County, Oregon and being a portion of that property described in that Warranty Deed to Howard S. Lichtig and Florence Lichtig, recorded November 22, 1989 in the Official Records of Curry County as Instrument No. 89-001887; the said parcel being that portion of said property included in a strip of land, variable in width, lying northeasterly side of the centerline of Langlois Mountain Road, which centerline is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northeasterly Side of Centerline
8+00.00		9+00.00	30.00 in a straight line to 65.00
9+00.00		9+96.06	65.00
9+96.06		10+37.73	65.00 in a straight line to 55.00
10+37.73		11+03.30	55.00
11+03.30		11+16.60	55.00 in a straight line to 50.00

EXCEPT therefrom Parcel 1.

Bearings are based on County Survey No. 30-76, filed on April 7, 2015 in the Curry County Surveyor's Office.

This parcel of land contains 4,863 square feet, more or less, outside the existing Right-of-Way.



RENEWAL: DEC. 31, 2016

Signed: 4/29/15

EXHIBIT "B"

PARTITION PLAT

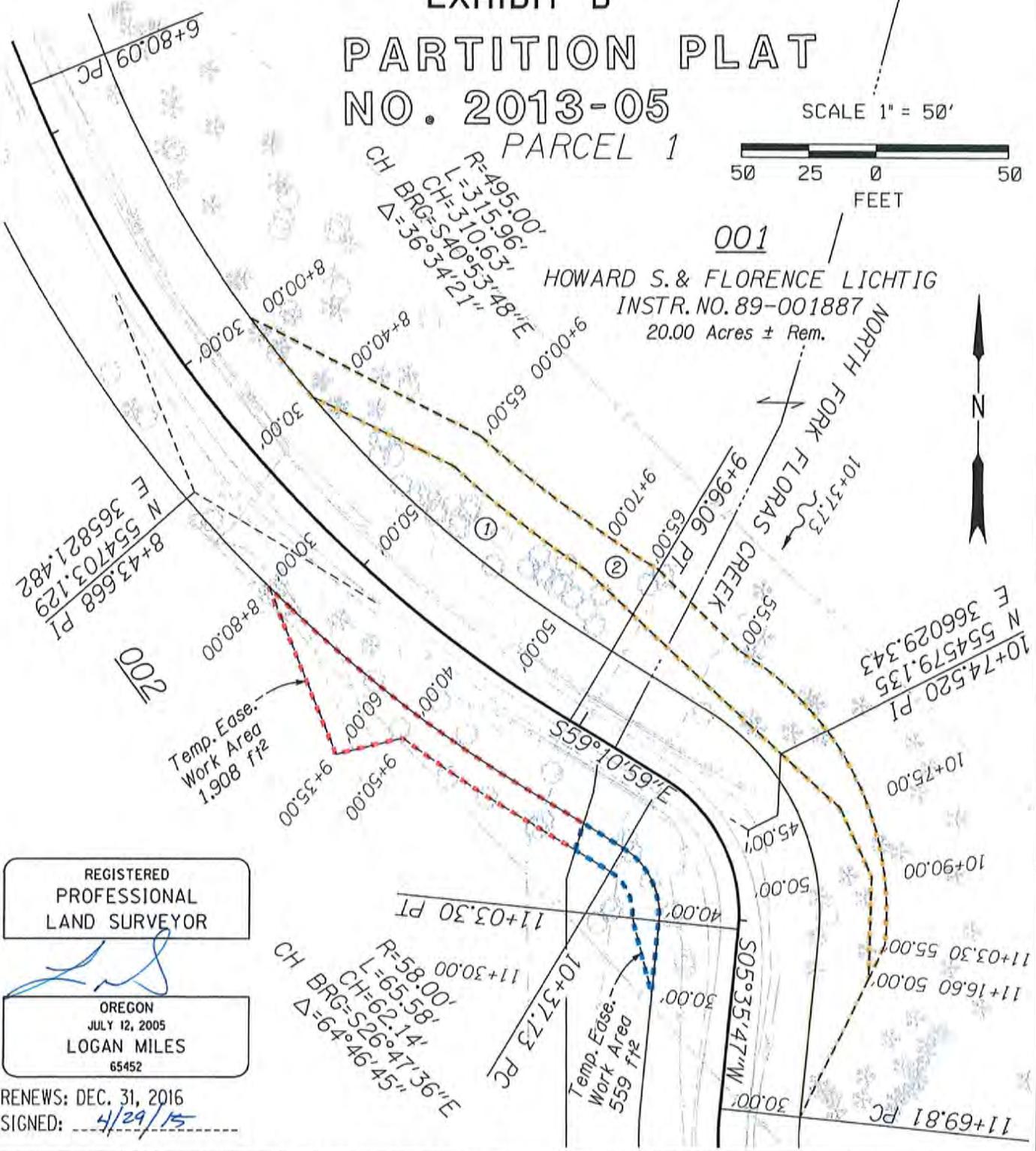
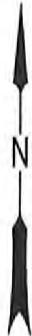
NO. 2013-05

PARCEL 1

SCALE 1" = 50'



001
 HOWARD S. & FLORENCE LICHTIG
 INSTR. NO. 89-001887
 20.00 Acres ± Rem.



CLERK'S RECORDING INFORMATION

TRANSACTION: EASEMENT FOR ROAD PURPOSES

GRANTOR: FLORENCE LICHTIG
PO Box 297
Langlois, OR 97450

GRANTEE: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON
94235 Moore Street, Suite 122
Gold Beach, OR 97444

CONSIDERATION: The true and actual consideration paid for this easement is \$400.00 hereby grants to Curry County, a political subdivision of the State of Oregon, Grantee, it's successors and assigns a permanent easement.

TAX STATEMENTS: No Change

AFTER RECORDING RETURN INSTRUMENT TO:

Curry County
28425 Hunter Creek Rd
Gold Beach, OR 97444

PERMANENT EASEMENT

This easement is by and between Florence Lichtig, hereinafter designated GRANTOR, and Curry County, a political subdivision of the State of Oregon, hereinafter designated GRANTEE. GRANTOR does hereby grant unto the GRANTEE, its successors, and assigns a non-exclusive appurtenant easement for the replacement of a bridge at mile point 7.93 on Langlois Mountain Road. The permanent easement is a strip of land, variable in width, lying northeasterly side of centerline of Langlois Mountain Road, and is described as Parcel 1 in Exhibit "A", attached hereto and by this reference made a part hereof.

The purpose of this permanent easement is for the Grantee is to acquire access to construct, reconstruct, repair, and maintain slopes and drainage facilities, and related appurtenances on and across certain real property owned by the Grantor, and described in Exhibits "A" and "B", attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the easement herein granted is nonexclusive and does not convey any right or interest in the above-described property, except as stated herein, nor prevent Grantor from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

Grantor covenants to Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

Grantee agrees to indemnify and defend Grantor for any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the permanent easement strip.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the Grantee, unless and until accepted and approved by the recording of this document.

DATED this 8th day of December, 2015.

GRANTOR:

Florence Lichtig
Florence Lichtig

STATE OF OREGON)
)
County of Curry)

This instrument was acknowledged before me on December 8, 2015
By Florence Lichtig.



Danielle Aliss De Barrows
Notary Public of Oregon
My Commission Expires: November 29, 2019

The Easement is hereby accepted by Curry County this _____ day of _____, 20____.

GRANTEE:

CURRY COUNTY BOARD OF COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

STATE OF OREGON)
)ss.
County of Curry)

 This instrument was acknowledged before me on _____
By _____
as Commissioners of Curry County, Oregon, a political subdivision of the State of Oregon.

Notary Public of Oregon
My Commission Expires: _____

Parcel 1 – Permanent Easement for Slopes and Drainage Facilities

A parcel of land lying Parcel 1 of Partition Plat No. 2013-05, Curry County, Oregon and being a portion of that property described in that Warranty Deed to Howard S. Lichtig and Florence Lichtig, recorded November 22, 1989 in the Official Records of Curry County as Instrument No. 89-001887; the said parcel being that portion of said property included in a strip of land, variable in width, lying northeasterly side of the centerline of Langlois Mountain Road, which centerline is described as follows:

Beginning at centerline Station 5+87.14 PT, said station being South 12°12'36" East, 1889.41 feet from the West One-Quarter Corner of Section 23, Township 30 South, Range 14 West, W.M.; thence South 22°36'38" East, 92.96 feet; thence on a 495.00 foot radius curve left (the long chord of which bears South 40°53'48" East, 310.63 feet) 315.96 feet; thence South 59°10'59" East, 41.67 feet; thence on a 58.00 foot radius curve right (the long chord of which bears South 26°47'36" East, 62.14 feet) 65.58 feet; thence South 05°35'47" West, 66.51 feet; thence on a 122.00 foot radius curve left (the long chord of which bears South 15°35'15" East, 88.17 feet) 90.21 feet; thence South 36°46'17" East, 88.09 feet to centerline station 13+48.11 PC, said station being South 17°23'38" East, 2583.93 feet from said West One-Quarter Corner.

The width in feet of said strip of land is as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on Northeasterly Side of Centerline</u>
8+40.00		9+00.00	30.00 in a straight line to 50.00
9+00.00		9+70.00	50.00
9+70.00		10+75.00	50.00 in a straight line to 45.00
10+75.00		10+90.00	45.00 in a straight line to 50.00
10+90.00		11+16.60	50.00 in a straight line to 50.00
11+16.60		11+69.81	50.00 in a straight line to 30.00

Bearings are based on County Survey No. 30-76, filed on April 7, 2015 in the Curry County Surveyor's Office.

This parcel of land contains 4,880 square feet, more or less, outside the existing Right-of-Way.

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying Parcel 1 of Partition Plat No. 2013-05, Curry County, Oregon and being a portion of that property described in that Warranty Deed to Howard S. Lichtig and Florence Lichtig, recorded November 22, 1989 in the Official Records of Curry County as Instrument No. 89-001887; the said parcel being that portion of said property included in a strip of land, variable in width, lying northeasterly side of the centerline of Langlois Mountain Road, which centerline is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northeasterly Side of Centerline
8+00.00		9+00.00	30.00 in a straight line to 65.00
9+00.00		9+96.06	65.00
9+96.06		10+37.73	65.00 in a straight line to 55.00
10+37.73		11+03.30	55.00
11+03.30		11+16.60	55.00 in a straight line to 50.00

EXCEPT therefrom Parcel 1.

Bearings are based on County Survey No. 30-76, filed on April 7, 2015 in the Curry County Surveyor's Office.

This parcel of land contains 4,863 square feet, more or less, outside the existing Right-of-Way.



RENEWAL: DEC. 31, 2016

Signed: 4/29/15

EXHIBIT "B"

PARTITION PLAT

NO. 2013-05

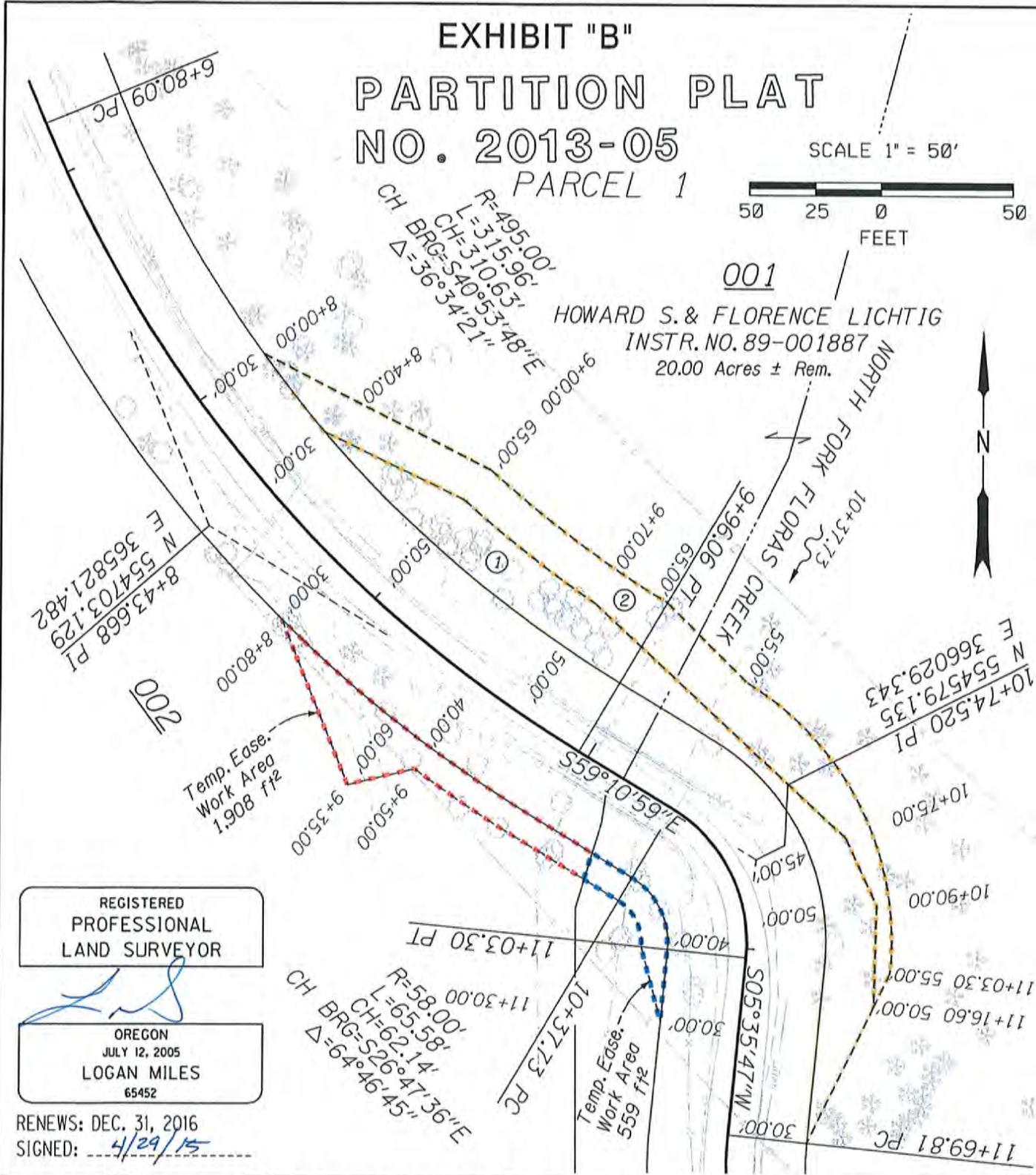
PARCEL 1

SCALE 1" = 50'



001

HOWARD S. & FLORENCE LICHTIG
INSTR. NO. 89-001887
20.00 Acres ± Rem.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2005
LOGAN MILES
65452

RENEWS: DEC. 31, 2016
SIGNED: 4/29/15

OREGON DEPARTMENT OF TRANSPORTATION				LEGEND	
SECTION	NORTH FORK FLORAS CREEK (COUNTY RD 118) BRIDGE			①	Perm. Ease. - Slopes & Drainage Facilities 4,880 ft ² ±
DRG. NO.	18330001	KEY NO.	18330	②	Temp. Ease. - Work Area 4,863 ft ² ±
HIGHWAY	LANGLIOS MOUNTAIN ROAD				
COUNTY	CURRY COUNTY				
SCALE :	1"=50'	DATE :	APRIL 29, 2015		

Copyright © 2015 920 COUNTRY CLUB ROAD, SUITE 1000 EUGENE, OREGON 97401-6005, 541-683-6090
 3990 FAIRVIEW INDUSTRIAL DRIVE SE, SUITE 200 SALEM, OREGON 97302-1166, 503-589-4100
 831 OYARE PARKWAY MEDFORD, OREGON 97504-4005, 541-774-5590
 5000 SW MEADOWS ROAD, SUITE 420 LAKE OSWEGO, OREGON 97035, 503-620-6103
 1111 MAIN STREET, SUITE 401 YACONVILLE, WASHINGTON 98650, 360-314-8301

AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction:

(1) Nick Newman (Name of Buying Licensees) of Oregon First Realty (Name of Real Estate Firm) is the agent of (check one):

- Buyer exclusively ("Buyer Agency")
- Seller exclusively ("Seller Agency")
- Both Buyer and Seller ("Disclosed Limited Agency")

If both parties are each represented by one or more Licensees in the same Real Estate Firm, and Licensees are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Licensee(s).

Both the Buyer and the Seller understand that it is required for Right of Way Consultants to be licensed in the State where they represent agencies for acquisitions and that they receive no commissions for their services.

Buyer shall sign this acknowledgment at the time of signing this Agreement. Seller shall sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

Buyer:

Curry County

By: *R. A. Long*

Title: *19*

Date: _____

Seller:

Richard A. Long and D. Jane Dallison

By: *D. Jane Dallison*

Date: *11-19-15*

By: *R. A. Long*

Date: *19 NOV 2015*

CLERK'S RECORDING INFORMATION

TRANSACTION: TEMPORARY CONSTRUCTION EASEMENT

GRANTOR: RICHARD A. LONG AND D. JANE DALLISON
PO BOX 296
LANGLOIS, OR 97450

GRANTEE: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON
94235 Moore Street, Suite 122
Gold Beach, OR 97444

CONSIDERATION: The true and actual consideration paid for this easement is \$350.00.

TAX STATEMENTS: No Change

AFTER RECORDING RETURN INSTRUMENT TO:

Curry County
28425 Hunter Creek Road
Gold Beach, OR 97444

Richard A. Long and D. Jane Dallison, Grantors, in consideration of \$350.00, does hereby grant to Curry County, a political subdivision of the State of Oregon, and its successors, assigns, agents, contractors, subcontractors and employees, a temporary construction easement for a work area the right to perform construction activities necessary to construct roadway, bridge, drainage, access improvements, and other appurtenant structures across the following real property and is described as Exhibit "A" which is attached hereto and incorporated by reference.

The temporary construction easement is located near mile post 7.93 on Langlois Mountain Road on a strip of land, variable in width, lying on the southwesterly side of the centerline of Langlois Mountain Road, and is described in Exhibit "A" which is attached hereto and incorporated by reference.

The GRANTOR also grants to the GRANTEE, its successors, assigns, agents, contractors, and employees the right to erect and use construction equipment at the site of the work area herein described.

IT IS UNDERSTOOD that the easement rights granted herein shall terminate 3 years after signing or upon completion of the Project, whichever is earlier.

Grantee agrees to indemnify and defend Grantor for any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement strip.

IT IS ALSO UNDERSTOOD that the Easement granted herein does not convey any right or interest in the above-described property, except as stated herein, nor prevent GRANTOR from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

In addition, the GRANTEE, its successors, assigns, agents, contractors, subcontractors and employees agree to the following conditions of entry:

1. **DAMAGE TO PROPERTY:** Shall exercise care to avoid damaging the property in any manner not consistent with the purpose for which this agreement is issued.
2. **COOPERATION WITH GRANTOR:** Shall at all times cooperate with GRANTOR and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.
3. **SITE RESTORATION:** The Grantee hereby agrees to restore the easement to its original condition, or as close as is practical to do so, upon completion of the construction.

DATED this 19th day of November, 2015.

GRANTOR:

Richard A Long
Richard A. Long

STATE OF OREGON)
)
County of ~~Curry~~)
COOS

This instrument was acknowledged before me on November 19th 2015,
2015, by Richard A Long.



Chelsea Anne Schoeppner
Notary Public of Oregon
My Commission Expires: March 31st 2018

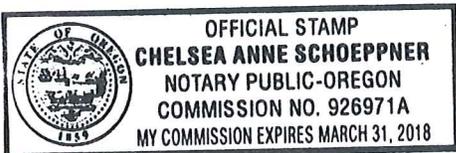
DATED this 19th day of November, 2015.

GRANTOR:

D. Jane Dallison
D. Jane Dallison

STATE OF OREGON)
)
County of ~~Curry~~)
COOS

This instrument was acknowledged before me on November 19th 2015,
2015, by D. Jane Dallison.



Chelsea Anne Schoeppner
Notary Public of Oregon
My Commission Expires: March 31st 2018

GRANTEE:

CURRY COUNTY BOARD OF COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

STATE OF OREGON)
)ss.
County of Curry)

This instrument was acknowledged before me on _____,
2015, by _____
as Commissioners of Curry County, Oregon, a political subdivision of the State of Oregon.

Notary Public of Oregon

My Commission Expires: _____

Enclosure: EXHIBIT "A"

EXHIBIT "B" (Depiction)

Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in the SW1/4SW1/4 of Section 23, Township 30 South, Range 14 West, W.M., Curry County, Oregon and being a portion of that property described in that Warranty Deed – Statutory Form to Richard A. Long and D. Jane Dallison, recorded November 29, 1993 in Official Records of Curry County as Instrument No. 93-06638; the said parcel being that portion of said property included in a strip of land, variable in width, lying on the southwesterly side of the centerline of Langlois Mountain Road, which centerline is described as follows:

Beginning at centerline Station 5+87.14 PT, said station being South 12°12'36" East, 1889.41 feet from the West One-Quarter Corner of Section 23, Township 30 South, Range 14 West, W.M.; thence South 22°36'38" East, 92.96 feet; thence on a 495.00 foot radius curve left (the long chord of which bears South 40°53'48" East, 310.63 feet) 315.96 feet; thence South 59°10'59" East, 41.67 feet; thence on a 58.00 foot radius curve right (the long chord of which bears South 26°47'36" East, 62.14 feet) 65.58 feet; thence South 05°35'47" West, 66.51 feet; thence on a 122.00 foot radius curve left (the long chord of which bears South 15°35'15" East, 88.17 feet) 90.21 feet; thence South 36°46'17" East, 88.09 feet to centerline station 13+48.11 PC, said station being South 17°23'38" East, 2583.93 feet from said West One-Quarter Corner.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Southwesterly Side of Centerline
9+50.00		11+03.30	40.00
11+03.30		11+30.00	40.00 in a straight line to 30.00

Bearings are based on County Survey No. 30-76, filed on April 7, 2015 in the Curry County Surveyor's Office.

This parcel of land contains 559 square feet, more or less, outside the existing Right-of-Way.



RENEWAL: DEC. 31, 2016

Signed: 4/29/15

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Agenda Routing Slip Policy Amendments

AGENDA DATE^a: 01/06/16 **SUBMITTING DEPARTMENT:** Administration

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Julie Schmelzer **PHONE/EXT:** 3253 **TODAYS DATE:**
12/30/15

BRIEF BACKGROUND OR NOTE^b: Commissioner Brown would like more time between when BOC meeting packet is created and public views it, so amendments are necessary. Amendments are in red.
^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1)Order
- (2)Policy
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:
Address:
City/State/Zip:

Phone:

Due date to send: 01 /20 / 2016

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No
Commissioner Thomas Huxley Yes No
Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US

AGENDA ITEM TITLE:

AGENDA DATE^a: **SUBMITTING DEPARTMENT:**

^aSubmit by nine days prior to the next General Meeting (ten days if a holiday falls within that nine day period)

CONTACT PERSON: **PHONE/EXT:** **TODAY’S DATE:**

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE: (Select)**

- (1)
- (2)
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) **Yes** **No**

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? **Yes** **No**
(If Yes, brief detail)
2. Does this agenda item impact any other County department? **Yes** **No**
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? **Yes** **No** **N/A**

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? **Yes** **No** **N/A**
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department’s finance-related responses **Yes** **No**
Comment:
2. Confirmed Submitting Department’s personnel-related materials **Yes** **No** **N/A**
Comment:
3. If job description, Salary Committee reviewed: **Yes** **No** **N/A**
4. If hire order requires an UA, is it approved? **Yes** **No** **Pending** **N/A**

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **(Select)**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? **Yes** **No**
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown **Yes** **No**

Commissioner Thomas Huxley **Yes** **No**

Commissioner David Brock Smith **Yes** **No**

Not applicable to Sheriff’s Department since they do not have a liaison

CURRY COUNTY POLICY

CHAPTER 14

Article I – AGENDA ROUTING SLIPS

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14.100 PART I – SUBMITTING DEPARTMENT

Below are instructions for preparation of the materials to be submitted for the agenda/packets, use Agenda Item Routing Slip Form 10-001.1 (attached as *Exhibit A*).

Note: Be advised the routing slip and attachments forwarded to the BOC Office is how they will appear on the agenda/in the meeting packet. BOC Staff will not correct typographical errors or other information submitted.

Step 1. Identify & Prepare Documentation Needed for Submission

- Prepare/collect information to be submitted to the Board.
- Work directly with County Counsel, Finance/Payroll and/or the Clerk. A contract or other legally binding document must be approved by County Counsel prior to routing to the BOC Office.
- Confirm signature block format; Commissioner Name and Title are completed (filled in) on form (see *Exhibit B*).
- Convert documents to electronic format as needed.
- For those originals with a pre-existing signature, the Department must deliver Form 10-100.1 and associated originals (if available) to BOC staff for Board signature by 5:00 pm no later than nin~~eseven~~ days prior to the meeting (if a holiday falls within the nine day period, the item shall be forwarded to BOC Staff ten days prior to the meeting).

Step 2. Complete Part I of the Agenda Item Routing Slip (Form 10-100.1)

Below is a description of each field in Part I of the Agenda Routing Slip to be completed by the Department.

AGENDA ITEM TITLE

- The agenda item title should reveal a clear and accurate description of the topic to be discussed.

AGENDA DATE

- Date of Board meeting for which the material is being submitted for review/action.

SUBMITTING DEPARTMENT

- Name of County Department submitting agenda item and associated paperwork.

CONTACT PERSON

- If there are questions about the submitted material, indicate who should be contacted.

PHONE/EXTENSION

- Full phone number or extension for contact person responsible for answering questions about the agenda item for which a routing slip was submitted.

TODAY'S DATE

- **Date the Agenda Routing Slip is forwarded to BOC Staff.**

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BRIEF BACKGROUND OR NOTE

- Describe the action requested of the Board.
- Note when multiple originals of signed document are needed.
- Indicate if Signature Authority is to the Chair, Liaison, or Department Head.

FILES ATTACHED

- List the electronic files submitted (accompanying letters, documents, etc.).
- Indicate whether originals with pre-existing original signatures are in route to the BOC office.

SUBMISSION TYPE

- Double-click on 'Select'; choose from pull down list (Order, Agreement, Minutes, Agenda, or Resolution).

QUESTIONS SECTION

- Indicate 'Yes' or 'No' or N/A.

INSTRUCTIONS ONCE SIGNED

- **No Additional Activity Required**
Documents are filed/recorded with the Clerk once they are signed.

❖ Note: Please allow for 48 hours for post-meeting processing and filing/recording. Check Active Dox for status of filing/recording.

OR

- **Send Document Hardcopy/Electronically**
Applies to document(s) not filed/recorded with Clerk. Provide the name, complete address, telephone, and/or email address where the document is to be delivered.

❖ Note: Commissioners' Office will ensure documents are mailed to the entity noted, but will not be responsible for tracking the document after it is mailed.

Step 3. Department E-mails Routing Slip & Associated Materials to BOC Office

- After completion of Steps 1 and 2, send to central E-mail:
BOC_Office@co.curry.or.us
- Include Agenda Routing Slip with Part I Completed.
- Include Attachments.
- Deadline: Close of Business ~~ninseven~~ days prior to BOC meeting (if a holiday falls within the nine day period, the item shall be forwarded to BOC Staff ten days prior to the meeting).

Be advised any handouts presented at the BOC meeting shall be given to the Administrative Assistant~~Operations Coordinator/Recording Secretary~~ so that they can be entered into the record. A minimum of four copies of the handout are requested.

14.105 PART II-IV (To be completed by others, as applicable)

14.110 LATE SUBMISSIONS

If an Agenda Routing Slip and applicable attachments are not submitted by the deadline specified above, the matter must wait until the following meeting. If an emergency, contact the Liaison to determine if they are willing to bring the matter before the BOC as an Agenda Amendment. If the liaison is unavailable, contact the BOC Chair. The BOC will then vote to decide if they are willing to discuss the late submission.

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

In the Matter of an Order)
Amending Curry County) ORDER NO. _____
Policy 14.100-14.115,)
Agenda Routing Slip)

WHEREAS, Curry County adopted an Agenda Routing Slip Policy on May 6, 2015; and

WHEREAS, said policy is referred to as Chapter 14, Article 1, Sections 14.100-14.115; and

WHEREAS, the Policy warrants revisions to allow more time for public notice of Commissioner's General Meetings; and

WHEREAS, with amendments the policy is lengthier than originally adopted;

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

The attached Curry County Agenda Routing Slip Policy, as amended, and hereby known as Chapter 14, Article 1, Sections 14.100-14.120, which is incorporated by reference, is approved and adopted.

DATED this 6th day of January, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Commissioner Susan Brown

Thomas Huxley

David Brock Smith

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Workshops Policy

AGENDA DATE^a: 01/06/16 **SUBMITTING DEPARTMENT:** Administration

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Julie Schmelzer **PHONE/EXT:** 3253 **TODAYS DATE:**
12/30/15

BRIEF BACKGROUND OR NOTE^b: There has been confusion over workshop protocol, and this policy attempts to address those concerns.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1)Order
- (2)Policy
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:

Address:

City/State/Zip:

Phone:

Due date to send: 01 /20 / 2016

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No
Commissioner Thomas Huxley Yes No
Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

CURRY COUNTY POLICY

CHAPTER 14

Article II – WORKSHOPS

Table of Contents

14.150 Definitions 1
 14.155 Scheduling 1
 14.160 Notice..... 1

14.150 DEFINITIONS

For purposes of this policy, the following definitions are herein provided:

‘Workshop’ shall mean a meeting of the Curry County Board of Commissioners, the purpose of which is to listen to a presentation, or to discuss in detail an item the subject of which the Board may eventually be asked to take a position on at a future meeting.

‘Paperwork’ means at least one handout/attachment which provides information on the topic to be discussed at the Workshop.

14.155 SCHEDULING

A Workshop can be scheduled by any Commissioner, provided the topic of the Workshop, and associated paperwork, is given to BOC staff at least nine days prior to the Workshop (ten if a holiday falls within the nine day period).

14.160 NOTICE

The Workshop is required by law to have a 24 hour notice; however, BOC staff shall make every attempt to have the notice, and supporting paperwork, posted one week prior to the Workshop. If a Commissioner fails to supplement their Workshop request with paperwork, the Workshop shall not be scheduled. The Notice shall include the name of the Commissioner requesting the Workshop.

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

In the Matter of an Order)
Creating Curry County) ORDER NO. _____
Policy 14.150-14.160,)
Workshops)

WHEREAS, Curry County routinely holds Workshops; and,

WHEREAS, the County lacks a policy regarding what constitutes a Workshop, and scheduling and notice procedures for a Workshop;

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

The attached Curry County Workshops Policy, hereby known as Chapter 14, Article II, Sections 14.150-14.160, which is incorporated by reference, is approved and adopted.

DATED this 6th day of January, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Commissioner Susan Brown

Thomas Huxley

David Brock Smith

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Letter to Oregon Dept. of Parks and Recreation for Temporary Beach Restrictions due to 2016 Western Snowy Plover Nesting Season

AGENDA DATE^a: 2016_01_06 **SUBMITTING DEPARTMENT:** Counsel

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Shala **PHONE/EXT:** 3291

BRIEF BACKGROUND OR NOTE^b: Letter requesting temporary beach restrictions adjacent to Floras Lake

^bindicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Letter

- (1) Letter
- (2) Map Attachment
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

Send Document Hardcopy/Electronically to:
Recreation

725 Summer Street, N.E., Suite C

Name: Lisa Van Laanen
Address: Oregon Dept. of Parks and
City/State/Zip: Salem, Oregon 97301
Phone: see cc also on letter

Due date to send: 01 /07 / 2016

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail) No, if including the map.

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Consent Calendar

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

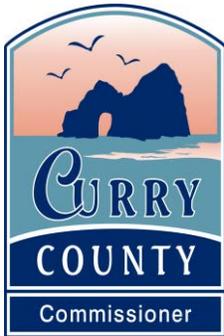
LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:



**Curry County
Board of Commissioners**

Susan Brown

94235 Moore Street, Suite 122

Thomas Huxley

Gold Beach, OR 97444

David Brock Smith

541-247-3296, 541-247-2718 Fax

January 6, 2016

Ms. Lisa Van Laanen
Oregon Department of Parks and Recreation
725 Summer Street, N.E., Suite C
Salem, Oregon 97301

RE: Temporary Beach Restriction Requests for the 2016 Western Snowy
Plover Nesting Season

Dear Ms. Van Laanen:

This letter is a request for temporary beach restrictions at one Curry County administered site adjacent to Floras Lake for the 2016 western snowy plover breeding season pursuant to the Cooperative Management Agreement with BLM, OPRD, and Curry County signed in December, 2002. Our request is in concert with similar requests from Oregon Department of Fish and Wildlife, Bureau of Land Management, and the Siuslaw National Forest to effectively coordinate western snowy plover recovery in Oregon. Temporary beach restrictions have been used for recreation management in western snowy plover nesting areas for many years.

Adjacent to New River, we ask that OPRD restrict public access to the 0.5 mile beach (dry sand portion and the interior dry sand portion east to the river) for all recreation during the nesting season. The site is located in the south half of T. 31 S., R. 15 W., Section 5. (See attached map).

We believe that the requested beach restriction for Curry County administered land within the New River area represents the use of lesser restrictive measures. We feel this request is justified in that plovers have nested in the area as recently as the 2000 breeding season and this area contains some of the best plover nesting habitat south of

the BLM's habitat restoration area (HRA) in the vicinity of Storm Ranch. Current dry sand restrictions for snowy plover breeding total approximately 0.07% (17.5 miles) of Oregon's coast. Compliance monitoring of these temporary dry sand restrictions indicates that there is a segment of the recreating public violating them, and that in most areas there is little to no buffer between human activity and nesting plovers. Therefore, the implementation of anything less would allow activities that would preclude breeding and nesting behavior as well as jeopardize plover nesting and/or fledging success.

We appreciate your cooperation with the management of public lands at Floras Lake and New River. If you have any questions about this, please contact our Legal Department at (541) 247-3291. Thank you.

Sincerely,

CURRY COUNTY BOARD OF COMMISSIONERS

Susan Brown

Thomas Huxley

David Brock Smith

cc: Kip Wright, BLM Coos Bay District

New River ACEC

PACIFIC OCEAN

T30S-R14W

33

Mapped Area



Langlois

New River

Langlois Cr

T31S-R14W

04

Legend

- Trail
- Paved Road
- Critical Habitat (OR 10A)
- State of Oregon Land
- BLM Administered Land
- Private or Other Lands

Rope and Sign March 15 - September 15
CMA

Floras Creek

Floras Lake Bridge & Access Trail

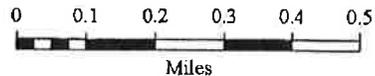
Monitor for Snowy Plovers
Rope and Sign around Nest Locations
0.6 mi parcel
0.4 mi parcel

08

17

U.S. DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Coos Bay District Office
Umpqua Resource Area



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate uses with other data. Original data were compiled from various sources and may be updated without notification.

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Minutes Approval

AGENDA DATE^a: 01-06-2016 **SUBMITTING DEPARTMENT:** Commissioners

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Shel **PHONE/EXT:** 3296 **TODAYS DATE:** 12-30-15

BRIEF BACKGROUND OR NOTE^b: One set from 2014, rest more recent

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Minutes

(1)05-27-2014 Special Meeting

(2)10-14-2015 Workshop

(3)10-21-2015 General Meeting

(4)11-30-2015 Spc Mtg, 12-09-2015 Spc Mtg

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No

(If Yes, brief detail)

2. Does this agenda item impact any other County department? Yes No

(If Yes, brief detail)

3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No

Comment:

2. Confirmed Submitting Department's personnel-related materials Yes No N/A

Comment:

3. If job description, Salary Committee reviewed: Yes No N/A

4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison



CURRY COUNTY BOARD OF COMMISSIONERS

MINUTES – SPECIAL MEETING

Monday, May 27, 2014 –1:30 P.M.

Commissioners' Hearing Room, Courthouse Annex
94235 Moore St., Gold Beach, Oregon 97444

Commissioners Present: Chair Susan Brown via telephone, Vice-Chair David Brock Smith, David Itzen via telephone.

Staff Present: County Counsel, M. Gerard Herbage; Operations Coordinator, Terri Perez

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Brown called the meeting to order at 1:40 p.m. The Pledge was recited by all present.

2. ADDITIONS TO THE AGENDA

(None.)

3. PUBLIC COMMENT

(None.)

4. ADMINISTRATIVE ACTIONS

a. Order Approving File No. AD-1316 and Denying the Appeal in File No. A-1401 – Counsel

Smith informed that this was for a golf course application on behalf of Elk River Property Management and Knapp Ranch. Smith read the entire draft document into record. The Planning Department had approved the application and appeal was filed by the Oregon Coastal Alliance. Other times were given for public hearing and comments. The Board now wishes to approve the topic. Herbage advised the Board of a small change in the document concerning deadlines. Motion by Brown to approve, second by Itzen. Motion carried unanimously.

5. MATTERS FROM COMMISSIONERS

(None.)

6. CITIZEN'S CONCERNS

(None.)

16. ANNOUNCEMENTS

Smith read the list of scheduled meetings.

17. ADJOURN

Brown adjourned the meeting at 1:47 p.m.

Respectfully Submitted,
Shelía M. Megson

These minutes from Monday, May 27, 2014 Board of Commissioners' Special Meeting approved this 06 day of January, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

ABSTAIN

Commissioner Thomas Huxley

Commissioner David Brock Smith



CURRY COUNTY BOARD OF COMMISSIONERS

MINUTES – WORKSHOP

Wednesday, October 14, 2015 –10:00 A.M.

Commissioners' Hearing Room, Courthouse Annex
94235 Moore St., Gold Beach, Oregon 97444

Commissioners Present: Chair Susan Brown, Vice-Chair Thomas Huxley, David Brock Smith

Staff Present: County Counsel, M. Gerard Herbage; Administrative Assistant, Shellá Megson; County Clerk, Renee Kolen; Records Manager, Becky Ross; Director of Administration and Economic Development, Julie Schmelzer

1. CALL TO ORDER

Brown called the meeting to order at 10:01 a.m.

2. Workshop Discussed Topics

a. Public Records Requests

Kolen explained that most of the requests currently go through the County Clerk's office. Brown said that the discussion lately was leaning toward the individual departments handling them. Schmelzer said that she had drafted the latest proposed policy back in April. Herbage will review it. Herbage recommends a policy placement and then also training. Herbage would be available for questions since there are many exemptions in the law and it can be complicated. Question from Schmelzer was whether we should require vendors to pay up front for information. Herbage explained that the law does not look to the reason of the individual for the request so vendors wanting to obtain information would be dealt with in the same manner as citizens. Herbage also thought it important that an estimate or upfront monies be required as to not waste a lot of work. Brown had thought payment was required beforehand. She suggested an attachment to the request for an estimate of cost. It was said that even trying to give a proper estimate already uses the employee time.

Huxley had met with Kolen and Ross this week, as well as Herbage. He wants to talk to other department heads to find out the amount of traffic of requests. He referred to an existing law on page 17. The statute says we may require payment. Huxley said a pending records request is hundreds of pages long with lengthy research and that it will be picked up, but if not picked up, it could have been wasted labor. The administrative departments go through Clerk. To date 81 requests had been processed since January 2012, of which 22 were made by Huxley. Two other parties had seven each. Training is critical. He said that the Clerk should not be a clearinghouse but common sense. What is right and wrong could be figured out using the existing policy. He went over why it should be easy and doesn't think it should be logged for quicker service.

Smith wants it always easier for public and employees and deferred to Kolen's advice. His concern for going to various departments would be a huge amount of knowledge and cash boxes needed.

Kolen thanked others that actually put in the time to make a policy but she didn't like the negative comments concerning service and work quality. She said there is a lot of work to make sure that checks and balances and transparency are achieved but Huxley likes to claim tampering.

Huxley pointed out that he asked Kolen what the procedures were for the Sheriff and Juvenile departments and she didn't know and had responded that Huxley should know since he is the Liaison Commissioner. Huxley said he had done a request through the Surveyor's Office and they used to just put money in a drawer and it would not be a big deal if we have new forms and a drawer in each of the four departments. Kolen asked if he would make a committee. Brown suggested getting department heads from those affected together for the discussions and not a formal committee.

Smith likes that it goes through the Clerk and creates the income and trail of what is being requested and by whom. Renee suggests a single policy for all departments and an orientation for new hires. Smith said this topic should be brought up at the management meeting. Brown agreed.

Schmelzer asked a question of direction for what to do when someone goes directly to commissioners in order to avoid the request process and fees. She reminded them that printed material is supposed to be charged a fee. Huxley said we shouldn't charge for electronic copies of anything. Smith asked about the work done to find them, Huxley responded again that there should be no charge. He disclosed that just the other day he gave out something to a resident. Brown said that her experience is that it is usually conversation and she is not directly asked for copies of information. Both agreed that they would know when it crossed the line of information request versus friend sharing.

Kolen said all copies and research are charged a fee except for a Commissioner and cautioned as to consistency. Huxley said the public records meeting manual uses the word "discretion" and can do it or not if you want. Kolen says nothing is free. There is always a cost and it is an existing statute of a \$3.75 cost for pulling the information and a \$.25 cost per page. Huxley disagreed.

Brown asked Schmelzer to head getting the discussion going and Smith is to address it at the management meeting.

b. County Committees Policy

The application to serve on a committee is an internal document so it was not addressed.

The Board discussed the new draft policy that would require an employee to sit on a committee or task force to make sure agendas were posted and minutes filed. Brown said the only thing she would change in the order is to have the department head be the one assigning a person to the task force. Smith does not want the Director of Administration out of the loop as item three says to keep minutes on file.

Huxley said he didn't spend time on this topic except for a specific situation directly related to it because he did not know it would be addressed at this time. Brown reminded him that it was agreed upon during the last general meeting. Huxley said he couldn't find the committees online and had to ask for help.

Smith and Brown discussed some changes. Huxley said he didn't understand the first sentence of section three. Smith explained it. Huxley disagreed with using the word "shall" in the document. Smith and Brown agreed that the beginning of the document used the word "must" and sets the tone. Huxley still wanted to use "must" or "should", not "shall".

Huxley asked for clarification of the timing. Smith and Brown explained it was ten days from when the minutes are approved. Huxley said that it should be ten days from the time of the meeting and that the term "reasonable time" was too confusing. It was explained that minutes could exist in the file but were only considered to be drafts until they were approved. Huxley said that is not the spirit of the law. When asked by Smith if the Board of Commissioners Office was out of compliance Huxley responded that it was clearly out of compliance. Smith and Brown agreed to use the word "shall" and changed the existing use of "must" to "shall". Schmelzer asked they could send it to her so she could put in in policy format.

c. Referenced by Huxley during previous topic.

Smith asked about Huxley's reference earlier to a specific situation as part of his opening discussion on the previous topic. Huxley brought up the PEG task force. Smith said it was a staff person that was duly appointed trying to do their job and didn't know why Huxley was trying to keep the information from the task force. He also pointed out that the Board had not appointed Huxley to the task force.

Huxley said he didn't know this topic was going to be brought up and asked the Chair if this topic was to be addressed. Smith conceded that he had nothing more to say on the matter.

d. Huxley's Letter to the Editor.

Smith presented the topic of Huxley's letter written to and printed in the Curry Coastal Pilot that ridiculed the TLT measure on the upcoming ballot. Referring to the letter, Smith corrected the mistakes of where it can go and the name of the Event Center on the Beach. Since the letter had said that something should have been included in the measure, Smith suggested he write one. Susan corrected the point of the letter where Huxley had called it a bonanza of funds. She said the committee and laws dictate where the funds would go instead of where Huxley had insinuated.

Huxley said before he sends a letter he gets his facts straight. He then explained that if he had known this topic was coming then he would have brought the facts to this meeting. Without his file of information he could not speak on this matter.

3. ADJOURN

Brown adjourned the meeting at 11:40 a.m.

Respectfully Submitted,
Shelía M. Megson

These minutes from Wednesday, October 14, 2015 Board of Commissioners' Workshop approved this 06 day of January, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith



CURRY COUNTY BOARD OF COMMISSIONERS

MINUTES – GENERAL MEETING

Wednesday, October 21, 2015 –10:00 A.M.

Commissioners' Hearing Room, Courthouse Annex
94235 Moore St., Gold Beach, Oregon 97444

Commissioners Present: Chair Susan Brown, Vice-Chair Tom Huxley, David Brock Smith

Staff Present: Commissioners Administrative Assistant, Shelia Megson; County Counsel, M. Gerard Herbage; Director of Administration, Julie Schmelzer; Facilities Director, Eric Hanson; District Attorney Office Manager, Stacy DeLonge; Victims Advocate, Christine Mather; Sheriff, John Ward; Roadmaster, Doug Robbins; Roads Office Manager, Diana Carpenter; Roads Worker III, D. Hannen; Juvenile Director, Jay Trost

1. Call to Order and Pledge of Allegiance

Brown called the meeting to order at 10:02 a.m. Pledge was said by all.

2. Agenda Amendments

- a. **TABLED:** Item 9.j. New Hire Community Service Coordinator, T. Wardle – Juvenile

3. Approval of Agenda

Motion by Huxley to approve as amended, second by Smith. Motion carried unanimously.

4. Presentations to the Board

- a. **Years of Service Award for Diana Carpenter – Roads**

Robbins presented a certificate and a pin to Carpenter and gave many praises. Smith, as the liaison Commissioner, and Ward both agreed and added to the accolades of Carpenter.

5. Public Comments

Connie Hunter of Brookings spoke about the Brookings resiliency project. She thanked the Commissioners for supporting it and reminded everyone that it was the last day to submit letters of support. She had attended the Curry Mental Health Advisory Board meeting the prior day and was impressed with the progress. Jay Trost, Director of Parks and Juvenile Departments, is their new president. She wanted to make sure to speak about Veterans and Mental Health. She praised the progress that she has observed in the services to them since she has moved here.

6. New Business

Huxley wanted an explanation of the new agenda format. He also wanted the public comments to be extended past the currently observed three minute time limit. Brown explained that the public comments needed to be moved in order accommodate the public and to not have people waiting for hours to address the Board.

7. Old Business

(None.)

8. Proclamations/Resolutions/Legislative Actions

(None.)

9. Administrative Actions/Appointments

a. New Hire Maintenance and Construction Worker III, E. Allen – Roads

Motion by Smith to approve, second by Huxley. Motion carried unanimously.

b. Promotion Maintenance and Construction Foreman, D. Hannen - Roads

R. Speece had retired and Hannen is his replacement. Open recruitment among employees had been done. Smith asked of Hannen's experience and employment with the county so that the public would be more familiar with the reasoning of this choice. Robbins obliged. Smith thanked both.

Motion by Smith to approve, second by Huxley. Motion carried unanimously.

c. Add the Custody Policy Manual Including Jail Standards to the Lexipol/OSSA Online Subscription Agreement – Sheriff

Ward explained that the department already had Lexipol and the addition will bring needed custody and jail policies.

Motion to add addendum by Smith with signature authority to the Sheriff, second by Huxley.

Motion carried unanimously.

Herbage recommended seeking grant funding. Huxley asked and Herbage explained that it was through CIS and would pay for half of the cost for the first year. Ward said a recent inspection alerted them and that this would bring the department policies into compliancy.

Motion by Smith to approve funding from a grant from CIS, second by Huxley. Motion carried unanimously.

d. New Hire Communications Deputy I, M. Dennard – Sheriff

Motion by Smith to approve, second by Huxley. Motion carried unanimously.

e. New Hire Corrections Deputy I, J. Rhodes – Sheriff

Ward explained this is a vacant position and introduced Rhodes. Rhodes summarized his background. Ward said this will bring Corrections and Dispatch up to par staff levels but would still need another road deputy.

Motion by Smith to approve, second by Huxley. Motion carried unanimously.

f. Victims of Crime Act (VOCA CFA) 2015-2017 Grant Application – District Attorney

DeLonge and Mather explained that this used to be two grants but have been combined into one. They received \$46,000 this year. Smith complimented Mather for a job well done in Victim Assistance. There was a push for more funding, and a lot of it has happened from the Safety Summits held here in Curry County.

Motion by Smith to approve with signature authority to the District Attorney as the authorized representative, and the Director of Finance as the fiscal officer, second by Huxley. Motion carried unanimously.

g. New Hire Victim Assistance Program Advocate, J. Campbell – District Attorney

DeLonge explained that the additional funding from VOCA allowed for filling this position of 14 hours per week. Campbell had been on the County office pool and a volunteer for victims as well as worked in the Juvenile Department. Smith thanked her for support on behalf of the people of the county.

Motion by Smith to approve, second by Huxley. Motion carried unanimously.

h. Change to Full Time Employee (FTE) Status, C. Mather – District Attorney

DeLonge explained that the additional funding from VOCA allowed for increasing this position. Motion by Smith to approve, second by Huxley. Motion carried unanimously.

i. Coastal Center for Youth Counseling Services Agreement – Juvenile

Trost explained that there had been many times where they needed to send kids out of the area for services we could not provide. This will bring more services. The funding is done on a reimbursement per service basis. Brown asked what the ceiling amount was and Trost explained that the Department has never met that limit so he was unsure of the amount. Huxley asked that at a future meeting the monetary summations and ceilings be presented. Smith thanked Trost and recognized him as treasurer and recently named as the president of Curry Community Health Advisory Board.

Motion by Smith to approve, second by Huxley. Motion carried unanimously.

Smith shared new brochures of Boice Cope County Park with Brown and Huxley, and asked Trost for update. Trost shared that the received revenue exceeded budgeted revenue in 10 weeks versus the full year expectation. Based on survey results, they added a laundry service to the park and implemented a reservation system. He has more improvements coming including possible yurts along the area. Lobster Creek County Park had a lot more traffic including a wedding and two more wedding reservations for the future. Smith thanked Trost and added that the Department moral is high and the parks are moving forward well.

j. New Hire Community Service Coordinator, T. Wardle – Juvenile – TABLED

k. Contract with HarborView Windows Heating & Air, Inc. for Ductless System – Facilities

Hanson explained this is for climate control in the Elections area, is for health reasons as well as document retention. It was included in the budget. Three proposals for the work were received but only one was reasonable. Smith thanked Hanson for his work and foresight for these needed projects and Hanson thanked him for the recognition. Huxley said that they should close the windows, that Hanson should make a schedule to clean the systems, and that he sees closed doors and windows in areas of paperwork so Hanson should install a venting solution. Hanson explained that he has already done that along with humidity controls.

Motion to approve by Smith, second by Huxley. Motion carried unanimously.

l. New Hire Buildings & Grounds Custodian, D. Richardson – Facilities

Hanson disclosed that new hire person is a tenant of his and he wished to address the possible perceived conflict of interest. He explained that Richardson does not require this income in order to afford the rent. Richardson has over twenty years of experience in this field of work. Smith thanked him for the disclosure.

Motion by Smith to approve, second by Huxley. Motion carried unanimously.

m. Airport Fencing Contract – Economic Development

Schmelzer reminded the Board from the last meeting that the first bidder did not sign the agreed contract on time. The second bidder was 2G but at a higher cost. The next agenda item addresses covering that cost.

Motion by Smith to approve as presented for 2G with signature authority to Schmelzer, second by Huxley. Motion carried unanimously.

n. **Airport Fencing Grant Signature Authority – Economic Development**

Schmelzer explained that the FAA is willing to help with the difference in costs between the two contracts with grants. WHPacific helps to get all the work done for these grants and will also apply to get costs covered for the required 10 percent match. Smith thanked Randy at WHPacific for his help. Huxley asked for the amount of the difference between the two contracts. Schmelzer said it was \$160,000. Huxley expressed that he wanted it stated so that the residents would know the magnitude of public dollars being talked about. Schmelzer explained that the first bidder changed the size of the pipe and therefore the amount was not properly represented.

Huxley said any contract given signature authority does not then go to counsel. He wants Counsel to keep copies of all contracts. Schmelzer and Brown explained that the current policies do require certain contracts do have to go through County Counsel and that they were also working on an update for it. Herbage explained that the personnel policy has an additional statement on the matter. Brown agreed that she wanted a place for all contracts.

Motion by Smith to approve with signature authority to the liaison Commissioner, second by Huxley. Motion carried unanimously.

o. **Airport Capital Improvement Plan Update – Economic Development**

Schmelzer explained that this is an annual submission to ODA and FAA. It includes the plans, costs, and the requested dollar amount from them. \$750,000 of improvements should be shown to meet their limits for possible funding. She named various items and reminded the Board that WHPacific would help to find funding for the required 10 percent match on the projects. She recognized the large amount of work Hanson has done at the airport. Smith thanked Schmelzer and Hanson. He commented that the difference in cost for the fence project is large but is needed due the risk of lives from elk on the runway. Schmelzer said she was surprised an incident had not already happened.

Motion by Smith to approve with signature authority to Julie Schmelzer if needed in the future, second by Huxley. Motion carried unanimously.

p. **Community Development Block Grant (CDBG) Delegation of Authority – Counsel**

Brown explained that a number of documents will be coming concerning the HeadStart grant. Motion by Smith to give signature authority to Julie Schmelzer, second by Huxley. Motion carried unanimously.

q. **Airport Hangar Lease Transfer – Counsel**

Herbage informed that this was a transfer from Raymond Forsberg to Matt Fearing and had no variations from the standards or conditions.

Motion by Huxley to approve and related documents, second by Smith. Motion carried unanimously.

r. **Brookings Disaster Resiliency Support Letter – Commissioners**

Smith explained that this is from \$850 million of federal monies and that south Curry County and Reedsport had been chosen. Brookings has submitted seven projects which included expansions of the reservoir and medical facilities. Geology and site locations had been obstructions in trying to help the Harbor reservoir. Studies had shown trapped pockets of salt

water existing from times of the terrain formation. He thanked the Chair for bringing this letter of support to the Board.

Motion by Smith to approve, second by Huxley. Motion carried unanimously.

s. **Dissolving the Public Services Financial Advisory Committee – Counsel**

Smith said that this committee presented an annual report at the beginning of the year completing their assigned task. Brown says same committee members work on citizen involvement so this was to streamline efforts.

Motion by Smith to approve, second by Huxley. Motion carried unanimously.

t. **Committees and Task Force Policy for Filing of Agendas and Minutes - Commissioners**

Brown said that the changes discussed at the workshop are now in the policy. This is to make sure public notices, agendas, and minutes for committees are properly done. Herbage is reviewing the application form due to new laws. Huxley says he agreed with the policy but opposed the order because of the formality. Smith said it is needed to make sure staff members are included so that tracking and correct filing are done. Smith thanked Brown for her work. Motion to approve by Smith, second by Huxley. Motion carried with Smith and Brown voting “aye” and Huxley voting “No”.

10. Consent Calendar

a. **Minutes Commissioners Workshop 09-23-2015**

Huxley said the minutes did not meet requirements, read a section of the law and presented the Board with his own set of minutes that he wanted put into record. He recounted his version of a discussion with staff and then suggested that the workshop was of higher importance so should have been handled differently. Herbage was asked to clarify which rules governed the meeting minutes. Smith said that Huxley’s set of minutes did not meet requirements, the law allows for audio or video or written minutes of which this county provides all three. Huxley made a statement concerning the DOJ. Smith reminded him that written minutes were not to be a transcript but address the substance and are not to include personal opinions. He suggested that Huxley’s focus on this law was limited instead of understanding the entire text. He questioned why the topic of the DOJ was brought up and corrected some points about the statement. Smith said that the topic of the workshop in question was to be addressed at this meeting. Executive Session and he still had questions on the issue. Brown disagreed with the tone of the conversation.

Motion to approve as presented by Smith, second by Huxley. Motion carried with Smith and Brown voting “aye” and Huxley voting “no”.

The Board took a ten minute break and then moved into Executive Session.

The Board came out of Executive Session with no decisions needed.

11. Commissioner Updates , Liaison and Staff Reports

Huxley referred to the Board’s general meeting on 10-6-15. For the topic of a suggested liaison change, he wanted to point out that the supplemental folder was used for LGPI letters. Huxley brought a newspaper article that he had copied and wanted it entered in the record. He highlighted where he disagreed with the article and said that he was tired of this person reporting things incorrectly. Huxley then quoted Smith during that meeting concerning practices about changing a liaison. He then quoted a past meeting in which Brown had asked for liaison change. The topic had been tabled during a December meeting due to liaison changes routinely addressed in January which

would be coming up soon. He wanted to point out that since it had been not done before then the same rules should apply for him.

Brown said that she had hosted 25 forums over the last few months. They were well attended with good amount of participation. Huxley said he wanted something to be pursued as a result of all that. Brown said she wanted three more in November. She will use the winter to compile and make a plan using the responses on the questionnaires.

12. Executive Session

Pursuant to ORS 192.660(2)(h) to Consult with Counsel Concerning the Legal Rights and Duties of a Public Body with Regard to Current Litigation or Litigation Likely to be Filed. This concerns GIS. This executive session was done out of order and held before Item 11.

13. Announcements

Brown read the announcements.

14. Adjourn

Brown adjourned the meeting at 12:26 p.m.

Respectfully Submitted,
Shelía M. Megson

These minutes from Wednesday, October 21, 2015 Board of Commissioners' General Meeting approved this 06 day of January, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith



CURRY COUNTY BOARD OF COMMISSIONERS

MINUTES – SPECIAL MEETING

Wednesday, November 30, 2015 –10:00 A.M.

Commissioners' Hearing Room, Courthouse Annex
94235 Moore St., Gold Beach, Oregon 97444

Commissioners Present: Chair Susan Brown, Vice-Chair Thomas Huxley, David Brock Smith

Staff Present: County Counsel, M. Gerard Herbage; Administrative Assistant, Shellá Megson;
Director of Human Resources; Julie Swift; County Counsel Legal Assistant, Brenda Starbird

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Brown called the meeting to order at 1:00 p.m.

2. AGENDA AMENDMENTS

(None.)

3. APPROVAL OF AGENDA

(None.)

4. PRESENTATIONS

(None.)

5. PUBLIC COMMENTS

(None.)

6. NEW BUSINESS

(None.)

7. OLD BUSINESS

(None.)

8. PROCLAMATIONS/ RESOLUTIONS/ LEGISLATIVE ACTIONS

(None.)

9. ADMINISTRATIVE ACTIONS/ APPOINTMENTS

a. Order Appointing Patricia Joan (PJ) Estland to the CCD Business Development Corporation Board of Directors

Motion to appoint by Smith, second by Huxley. Motion carried unanimously.

10. CONSENT CALENDAR

(None.)

11. COMMISSIONER UPDATES/ LIAISON & STAFF REPORTS

(None.)

12. EXECUTIVE SESSION

The Board went into Executive Session at 1:03 p.m. The Board took breaks from 2:02 p.m. to 2:12 p.m. and from 3:12 p.m. to 3:25 p.m. and 4:06 p.m. to 4:24 p.m.
The Board arose from Executive Session at 5:11 p.m. with no decisions to be made.

13. ANNOUNCEMENTS

The Board offered Herbage thanks and luck in his retirement.

14. ADJOURN

Brown adjourned the meeting at 5:13 p.m.

Respectfully Submitted,
Shelía M. Megson

These minutes from Monday, November 30, 2015 Board of Commissioners' Special Meeting approved this 06 day of January, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith



CURRY COUNTY BOARD OF COMMISSIONERS

MINUTES – SPECIAL MEETING

Wednesday, December 09, 2015 –2:00 P.M.

Commissioners' Hearing Room, Courthouse Annex

94235 Moore St., Gold Beach, Oregon 97444

Commissioners Present: Chair Susan Brown, Vice-Chair Thomas Huxley, David Brock Smith

Staff Present: Administrative Assistant, Shelia Megson; Personnel Coordinator, Julie Swift; County Counsel Legal Assistant, Brenda Starbird

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Brown called the meeting to order at 2:00 p.m. The pledge was recited by all.

2. AGENDA AMENDMENTS

(None.)

3. APPROVAL OF AGENDA

(None.)

4. PRESENTATIONS

(None.)

5. PUBLIC COMMENTS

(None.)

6. NEW BUSINESS

(None.)

7. OLD BUSINESS

(None.)

8. PROCLAMATIONS/ RESOLUTIONS/ LEGISLATIVE ACTIONS

(None.)

9. ADMINISTRATIVE ACTIONS/ APPOINTMENTS

(None.)

10. CONSENT CALENDAR

(None.)

11. COMMISSIONER UPDATES/ LIAISON & STAFF REPORTS

(None.)

12. EXECUTIVE SESSION

Pursuant to ORS 192.660(2)(a) to consider applicants for the position of Curry County Legal Counsel.

The Board went into Executive Session at 2:00 p.m.

The Board arose from Executive Session at 2:21 p.m. with no decisions needed to be made.

13. ANNOUNCEMENTS

(None.)

14. ADJOURN

Brown adjourned the meeting at 2:21 p.m.

Respectfully Submitted,
Shelía M. Megson

These minutes from Wednesday, December 09, 2015 Board of Commissioners' Special Meeting approved this 06 day of January, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Resignation Letter to Mountain Drive Special Road District

AGENDA DATE^a: 01-06-2016 **SUBMITTING DEPARTMENT:** Commissioners

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Shel **PHONE/EXT:** 3296 **TODAYS DATE:** 12/29/15

BRIEF BACKGROUND OR NOTE^b: Thomas Brand resigned from the special district commissioner #2 position. A replacement appointment can be made after announcing the vacancy.

^bindicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Letter

- (1)Letter
- (2)
- (3)
- (4)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other Acknowledgement letter to T. Brand

Phone:

Due date to send: / /

Email:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses **Yes** **No**
Comment:
2. Confirmed Submitting Department's personnel-related materials **Yes** **No** **N/A**
Comment:
3. If job description, Salary Committee reviewed: **Yes** **No** **N/A**
4. If hire order requires an UA, is it approved? **Yes** **No** **Pending** **N/A**

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Consent Calendar**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? **Yes** **No**

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown **Yes** **No**

Commissioner Thomas Huxley **Yes** **No**

Commissioner David Brock Smith **Yes** **No**

Not applicable to Sheriff's Department since they do not have a liaison

TO: Michelle, Curry County Commissioners' office.
DATE: Tuesday, November 17, 2015
FROM: Thomas Brand, Brookings Oregon

RE: Resigning from the Board as of today: Mountain Drive Special Road District

I served as the Board's secretary and budget person for five years. The last appointment date was in December 2013. One year remains on my appointment's term. Our Board met today with Vi And Len Burton, who are Mountain Drive residents/ property owners. They (Vi ?) will soon be applying to the County so as to replace me.

My leaving is for reasons that have to do with my life's activities and not being able to consistently serve; nothing to do with our Mt. Drive Special Road District's Board.

Tom Brand



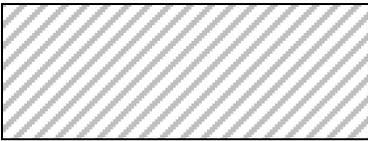
**Curry County
Board of Commissioners**

Susan Brown
Thomas Huxley
David Brock Smith

94235 Moore Street, Suite 122
Gold Beach, OR 97444
541-247-3296, 541-247-2718 Fax

January 6, 2016

Thomas Brand



Dear Mr. Brand:

The Board of Commissioners publicly acknowledged your resignation from the Mountain Drive Special Road District in the General Meeting. We have always has the highest regard for those who contribute time, talent, and effort in service to the community. Without the help of volunteers like you, it would be very difficult to provide quality services and programs to the County residents.

We wish to thank you again for your dedicated commitment to these efforts and to the County. Your service is greatly appreciated.

Sincerely,

CURRY COUNTY BOARD OF COMMISSIONERS

Commissioner Susan Brown

Commissioner Thomas Huxley

Commissioner David Brock Smith