



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, July 20, 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. AGENDA AMENDMENTS**
- 3. APPROVAL OF AGENDA**
- 4. ANNOUNCEMENTS**
- 5. PUBLIC COMMENTS**
- 6. PUBLIC HEARING – 10:30 a.m.**
 - a. Adopt Resolution Correcting Scrivener's Errors in Resolution R2016-15 Related to Planning Fees – Community Development (7min)
- 7. ADMINISTRATIVE ACTIONS/ APPOINTMENTS**
 - a. Designation of Newspaper for the Publication of the 2016 Curry County Foreclosure List – Tax/ Assessment (5min)
 - b. Mental Health Director's Designees G. England, L. Hurley, and W. Lee – Curry Community Health (5min)
 - c. Membership Applications Approval to the Western Oregon Advanced Health (WOAH) Coordinated Care Organization's (CCO) Curry County Advisory Committee (CAC) T. Muday and K. Stone – Curry County Community Health (5min)
 - d. Joint Exercise of Powers Agreement with DelNorte County for Juvenile Detention Services – Juvenile (5min)
 - e. Agreement #31363, Curry Public Transit Grant Agreement – Bus Shelter and Bus Match – Commissioner Brown (5min)
 - f. Approve Correction of 2016 Fund Exchange Agreement – Roads (3min)
 - g. Bid Award – South County Inlay & Overlay 2016 – Roads (3min)
- 8. NEW BUSINESS**
 - a. Discussion - Cost of Living Increases for Road Department (5min)
 - b. Approval of the Coo-Curry Family Law Plan – Counsel (5min)

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.

9. OLD BUSINESS

10. PROCLAMATIONS/RESOLUTIONS/ LEGISLATIVE ACTIONS

- a. Second Amendment Preservation Ordinance First Reading – Commissioners Smith and Huxley

11. PRESENTATIONS TO THE BOARD

12. CONSENT CALENDAR

13. COMMISSIONER UPDATES/ LIAISON & DEPARTMENT ACTIVITY REPORTS

- a. Community Development June Activity Report
- b. Surveyor June Activity Report

14. EXECUTIVE SESSION

Executive Session ORS 192.660(2)(a) to consider employment of a public officer, employee, staff member or individual agent. Curry County Retired Senior Volunteer Program (RSVP) Director

15. ADJOURN

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

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

AGENDA ITEM TITLE: Adopt Resolution correcting Scrivener's errors in Resolution 2016-15. related to planning fees - Hearing at 10:30A.M.

AGENDA DATE^a: 07.20.2016 **DEPARTMENT:** Com Dev **TIME NEEDED:** 7 min

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

CONTACT PERSON: Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 7.11.16

BRIEF BACKGROUND OR NOTE^b: On June 15, 2016, the Board of Curry County Commissioners (Board) adopted Resolution 2016-15, a resolution establishing County fees for 2016/2017. There were scrivener's errors in the resolution for certain planning fees. The scrivener's error resulted in a decrease in fees. With the current pace of the Community Development Department's building permit applications, failure to correct these errors before the next scheduled Board review of fees in January 2017 could result in a substantial decrease in Department revenue. Thus the staff recommendation that the Board adopt the resolution attached to the staff report recommending the Scrivener's errors be corrected.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Hearing

- (1)staff report
- (2)resolution

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: Com Dev Dpt

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

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

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



BOARD OF COMMISSIONERS
STAFF REPORT AND FINDINGS

DATE: July 20, 2016

SUBJECT: Board of Commission action on Resolution 2016-15 to correct Scrivener's Errors.

RECOMMENDATION: Adopt Resolution 16-___ correcting Scrivener's errors in Resolution 2016-15.

EXECUTIVE SUMMARY: On June 15, 2016, the Board of Curry County Commissioners (Board) adopted Resolution 2016-15, a resolution establishing County fees for 2016/2017. Resolution 2016-15 Exhibit A-5 included scrivener's errors noted below in *bold italics* for certain permits listed below:

	<u>2015-2016</u>	<u>2016-2017</u>
Planning Clearance, Agriculture Building, Septic and/or Erosion Prevention Review:	<i>\$116.00</i>	<i>\$116.00</i>
State/Federal Agency Permit Review (LUCS):	<i>\$ 61.00</i>	<i>\$ 61.00</i>

These permit costs were mistakenly transposed from duplicating a 2014/2015 permit reference from the Community Development Department's fee list. Exhibit A-5 should have reflected the following correct fees noted in *bold italics* below:

	<u>2015-2016</u>	<u>2016-2017</u>
Planning Clearance, Agriculture Building, Septic, and/or Erosion Prevention Review:	<i>\$151.00</i>	<i>\$151.00</i>
State/Federal Agency Permit Review (LUCS):	<i>\$ 75.00</i>	<i>\$ 75.00</i>

Note the FY 2016/2017 fees are the same as FY 2015/2016 fees; however the scrivener's error resulted in a decrease in fees.¹ Based on the Department's development activity history, it's estimated approximately 100 Planning Clearances alone will be submitted to the Department in the next six months. Failure to correct these errors before the next scheduled Board review of fees in January 2017 could result in a substantial decrease in Department revenue. For this reason staff recommends the Board adopt the attached resolution correcting the Scrivener's errors described in this report.

¹ For Planning Clearance, Agriculture Building, Septic, and/or Erosion Prevention Review – a \$35 difference. For State/Federal Agency Permit Review (LUCS) – a \$14 difference.

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

In the Matter of a Resolution)
Correcting Scrivener's Errors)
In Resolution R 2016-15)

RESOLUTION NO. _____

WHEREAS, on June 15, 2016 the Board of Commissioners adopted Resolution 2016-15 establishing County fees for FY 2016-2017 with Exhibit A-5; and

WHEREAS, Exhibit A-5 contained scrivener's errors as follows:

	2015-2016	2016-2017
Planning Clearance, Agriculture Building, Septic and/or Erosion Prevention Review:	\$116.00	\$116.00
State/Federal Agency Permit Review (LUCS):	\$ 61.00	\$61.00

WHEREAS, Exhibit A-5 should have reflected the following:

	2015-2016	2016-2017
Planning Clearance Agriculture Building, Septic and/or Erosion Prevention Review:	\$151.00	\$151.00
State/Federal Agency Permit Review (LUCS):	\$ 75.00	\$ 75.00

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that Resolution 2016-15 is amended to note the correct fee of \$151.00 for Planning Clearance, Agriculture Building, Septic, and/or Erosion Prevention Review Permits and \$75 for State/Federal Agency Permit Review (LUCS). This resolution shall be effective upon its passage.

Dated this 20th day of July, 2016.

Board of Curry County Commissioners

Thomas Huxley, Chair

Approved as to Form:

Susan Brown, Vice-Chair

John Huttll
Curry County Counsel

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

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

AGENDA ITEM TITLE: Desingation of Newspaper for the Publication of the 2016 Curry County Foreclosure List

AGENDA DATE^a: 2016_07_20 **DEPARTMENT:** Tax/Assesment **TIME NEEDED:** 5min
^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Sheryl Luzmoor **PHONE/EXT:** 3262 **TODAY'S DATE:** 2016_07_06

BRIEF BACKGROUND OR NOTE^b: ORS 312.040(1) (a) see attached

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Order Designating Newspaper for Publication of the 2016 Curry County Foreclosure List
- (2) Affidavit of Tax Collector
- (3) Affidavit of D.A.
- (4) 2016 Curry County Foreclosure List

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: Adminstrative 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

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

AFFIDAVIT OF CURRY COUNTY TAX COLLECTOR

WHEREAS, the several real properties described on the foregoing sheets have been regularly assessed for taxation, and taxes have been duly levied and charged thereon; and

WHEREAS, the liens for unpaid and delinquent taxes on the respective parcels of such real properties are subject to foreclosure by Curry County, Oregon, as provided by Oregon Revised Statutes Chapter 312;

NOW THEREFORE, by virtue of authority vested in me as tax collector of said county, I have prepared the foreclosure list, inclusive, hereto attached, containing the names of the several persons appearing on the latest tax roll as the respective owners of the tax delinquent properties, a description of each property as the same appears in the latest tax roll, the year or years for which the taxes are delinquent on each property, together with the principal amount of delinquent taxes for each year and the amount of the accrued and accruing interest thereon, computed to August 16, 2016.

In witness whereof I have set my hand officially this date: June 27, 2016.



Curry County Assessor / Tax Collector Curry County Oregon
Jim Kolen

2016 Curry County Tax Foreclosure List

ALLEN, JOHN M & NORA P MCGUIRE-	*2012-13	866.69	485.35	1,352.04
R25043 4113-09AB-04317-00 17-9.	2013-14	888.13	355.25	1,243.38
LOT 2 SOUTH FORK TUTTLE ESTATES	2014-15	984.98	236.39	1,221.37
SUBD, ACRES 0.14	2015-16	1,007.05	80.56	1,087.61
	TOTALS	3,746.85	1,157.55	4,904.40
ANDERSON, GRAYDON D	*2012-13	389.89	202.74	592.63
R11210 3614-16B -01004-00 3-4.	2013-14	2,147.49	858.99	3,006.48
	2014-15	2,195.05	526.80	2,721.85
	2015-16	2,422.14	193.77	2,615.91
	TOTALS	7,154.57	1,782.30	8,936.87
ANDERSON, LARRY	*2012-13	10.36	5.82	16.18
R27393 4014-36A -00804-00 17-1.	2013-14	10.50	4.20	14.70
COMMON OPEN SPACE SEACREST PHASE I	2014-15	10.52	2.52	13.04
PC. ACRES 0.51	2015-16	10.77	0.85	11.62
	TOTALS	42.15	13.39	55.54
BAGLEY, FREDRICK JOHN & LINDA	*2012-13	1,106.31	619.54	1,725.85
PAULINE	2013-14	1,213.86	485.53	1,699.39
R19181. 4113-23D -01700-00 17-5.	2014-15	1,240.10	297.64	1,537.74
	2015-16	1,267.89	101.43	1,369.32
	TOTALS	4,828.16	1,504.14	6,332.30
BARNEY, LEON & SALLY TRSTEE	*2012-13	2,266.45	1,269.21	3,535.66
R18858 3215-31D -01200-00 1-3.	2013-14	2,595.11	1,038.03	3,633.14
TAXABLE 1.56, EXEMPT-O.S. 0.41,	2014-15	2,654.62	637.10	3,291.72
TOTAL ACRES 1.97	2015-16	2,903.45	232.28	3,135.73
	TOTALS	10,419.63	3,176.62	13,596.25
BEASLEY, CURTIS W & TAMARA S	*2012-13	359.26	186.82	546.08
R21475 3514-31C -00125-00 12-7.	2013-14	1,445.32	578.12	2,023.44
	2014-15	1,476.55	354.38	1,830.93
	2015-16	1,636.43	130.91	1,767.34
	TOTALS	4,917.56	1,250.23	6,167.79
BELMONT, TIMOTHY L	*2012-13	661.70	370.55	1,032.25
R11012 3215-20 -01801-00 1-3.	2013-14	657.69	263.08	920.77
	2014-15	664.20	159.41	823.61
	2015-16	728.73	58.30	787.03
	TOTALS	2,712.32	851.34	3,563.66
BELONGIE, TORI L ETAL	*2012-13	4,157.35	2,327.85	6,485.20
R36402 3614-30CB-00302-00 3-8.	2013-14	4,402.26	1,760.89	6,163.15
P.P. 2006-23, PARCEL 1, ACRES 0.43	2014-15	4,473.67	1,073.68	5,547.35
	2015-16	2,540.58	203.25	2,743.83
	TOTALS	15,573.86	5,365.67	20,939.53
BISHOP, JOHN TRUSTEE	*2012-13	70.28	36.54	106.82
R36567 3514-31BD-00901-00 12-8.	2013-14	421.64	168.65	590.29
	2014-15	368.25	88.38	456.63
	2015-16	397.29	31.78	429.07
	TOTALS	1,257.46	325.35	1,582.81
BONNELL, GRACE LEE TRSTEE	2013-14	1,583.80	633.52	2,217.32
R13637 3315-05AB-01705-00 2-1.	2014-15	1,706.13	409.47	2,115.60
	2015-16	1,843.60	147.48	1,991.08
	TOTALS	5,133.53	1,190.47	6,324.00
BRICE, JOHN C	*2012-13	403.05	225.70	628.75
R18329 3315-05AC-03900-00 2-1.	2013-14	417.06	166.82	583.88
ACRES .09	2014-15	449.17	107.80	556.97
	2015-16	485.35	38.84	524.19
	TOTALS	1,754.63	539.16	2,293.79
BRICE, JOHN C	*2012-13	589.07	329.88	918.95

R18390 3315-05AC-03901-00 2-1.	2013-14	609.66	243.86	853.52
ACRES .0900	2014-15	656.65	157.60	814.25
	2015-16	709.53	56.76	766.29
	TOTALS	2,564.91	788.10	3,353.01
CADENA, ALBERTO ETAL	2015-16	34.56	2.77	37.33
M30219 4013-23 -00101-00 27-5.	TOTALS	34.56	2.77	37.33
MFD STRUCT SERIAL # 00144, X #				
X00127865, Home ID 200606 ON REAL				
ACCT 4013-23 -00101-00, REAL MS				
CADENA, ALBERTO ETAL	*2012-13	470.36	263.40	733.76
R12914 4013-23 -00101-00 27-5.	2013-14	489.50	195.80	685.30
ACRES 0.97, MS X# X00127865, Home	2014-15	500.34	120.08	620.42
ID 200606	2015-16	511.77	40.94	552.71
	TOTALS	1,971.97	620.22	2,592.19
CARLETON, FRED	*2012-13	26.95	15.09	42.04
R11699 3115-08DB-03800-00 2-4.	2013-14	26.95	10.79	37.74
	2014-15	26.95	6.47	33.42
	2015-16	27.20	2.17	29.37
	TOTALS	108.05	34.52	142.57
CHANDLER, DONALD B & DIANNE B	2015-16	2,062.78	165.02	2,227.80
R18470 3411-00 -02402-00 4-4.	TOTALS	2,062.78	165.02	2,227.80
SPLIT CODE W/4-1 R37289. ACRES				
5.00				
CHANDLER, DONALD B & DIANNE B	*2012-13	294.28	164.80	459.08
R37289 3411-00 -02402-00 4-1.	2013-14	299.87	119.95	419.82
SPLIT CODE W/4-4 R18470. ACRES	2014-15	297.13	71.31	368.44
5.00	2015-16	322.59	25.80	348.39
	TOTALS	1,213.87	381.86	1,595.73
CHENEY, ROY G SR & RHONDA J	*2012-13	835.54	455.07	1,290.61
R11932 3215-34A -00301-00 1-3.	2013-14	1,146.27	458.51	1,604.78
	2014-15	1,175.01	282.01	1,457.02
	2015-16	1,289.36	103.14	1,392.50
	TOTALS	4,446.18	1,298.73	5,744.91
CLAYTON, EVA E	*2012-13	687.10	384.77	1,071.87
R18577 3315-05BD-01100-00 2-1.	2013-14	706.40	282.56	988.96
	2014-15	741.47	177.95	919.42
	2015-16	778.21	62.26	840.47
	TOTALS	2,913.18	907.54	3,820.72
CLAYTON, JAMES W & EVA E	*2012-13	1,018.64	570.44	1,589.08
R10591 4014-11D -01224-00 27-6.	2013-14	1,057.82	423.12	1,480.94
ACRES 1.50	2014-15	1,225.53	294.15	1,519.68
	2015-16	1,251.78	100.14	1,351.92
	TOTALS	4,553.77	1,387.85	5,941.62
COLEMAN, THOMAS A JR	*2012-13	814.52	456.14	1,270.66
R21851 3514-31C -00202-00 12-7.	2013-14	853.01	341.21	1,194.22
	2014-15	871.40	209.13	1,080.53
	2015-16	965.70	77.26	1,042.96
	TOTALS	3,504.63	1,083.74	4,588.37
CUPP, BRADLEY D ETAL	*2012-13	221.19	115.02	336.21
R18543 4013-25D -01902-00 17-3.	2013-14	916.88	366.75	1,283.63
ACRES 1.12	2014-15	935.02	224.40	1,159.42
	2015-16	954.26	76.34	1,030.60
	TOTALS	3,027.35	782.51	3,809.86
DAVIDSON, MARK J ET AL	*2012-13	853.76	478.10	1,331.86
R19613 4014-25DB-01899-00 17-7.	2013-14	834.99	334.00	1,168.99

	2014-15	523.44	125.63	649.07
	2015-16	519.65	41.57	561.22
	TOTALS	2,731.84	979.30	3,711.14
DEZERN, KATHY L ESTATE	*2012-13	269.58	150.73	420.31
R16826 3115-33 -01100-00 22-6.	2013-14	283.62	113.46	397.08
	2014-15	290.19	69.65	359.84
	2015-16	300.81	24.06	324.87
	TOTALS	1,144.20	357.90	1,502.10
DRUAR, TERRY L & H RUTH ET AL	*2012-13	481.98	269.91	751.89
R12029 4113-04CB-05600-00 17-9.	2013-14	502.01	200.81	702.82
	2014-15	512.86	123.08	635.94
	2015-16	524.34	41.94	566.28
	TOTALS	2,021.19	635.74	2,656.93
DRUAR, TERRY L & H RUTH ET AL	*2012-13	343.07	192.13	535.20
R11962 4113-04CB-05700-00 17-9.	2013-14	357.30	142.92	500.22
ACRES .17	2014-15	365.02	87.61	452.63
	2015-16	373.15	29.84	402.99
	TOTALS	1,438.54	452.50	1,891.04
DUARTE, NICOLE	*2012-13	1,379.04	772.07	2,151.11
R14147 4013-23 -00702-00 27-5.	2013-14	1,437.71	575.08	2,012.79
ACRES 2.86	2014-15	1,468.17	352.36	1,820.53
	2015-16	1,500.30	120.04	1,620.34
	TOTALS	5,785.22	1,819.55	7,604.77
FAUST, KATHLEEN	*2012-13	375.86	210.48	586.34
M32076 4014-11C -00309-00 27-6.	2013-14	365.01	146.01	511.02
MFD STRUCT SERIAL # 11820471AB, X	2014-15	403.29	96.79	500.08
# X00230782, Home ID 278591, REAL	2015-16	393.93	31.52	425.45
MS	TOTALS	1,538.09	484.80	2,022.89
FISHBOW, LLC	*2012-13	315.37	176.61	491.98
R15448 4113-10 -00302-00 17-3.	2013-14	328.01	131.20	459.21
NOT A LEGAL PARCEL BY	2014-15	334.33	80.23	414.56
ITSELF-INCLUDES 41 13 03 900.	2015-16	345.00	27.60	372.60
ACRES 42.92	TOTALS	1,322.71	415.64	1,738.35
FLORAS LAKE RESERVE, INC	*2012-13	26.95	15.09	42.04
R21655 3115-08DB-00700-00 2-4.	2013-14	26.95	10.79	37.74
	2014-15	26.95	6.47	33.42
	2015-16	27.20	2.17	29.37
	TOTALS	108.05	34.52	142.57
FORD, DAVID & JULIE	TOTALS	0.00	0.00	0.00
R21037 4014-25CB-00801-00 17-7.				
ACRES 1.71				
FORD, DAVID LOREN & JULIE ANN	*2012-13	470.33	263.38	733.71
M35561 4014-25CB-00801-00 17-7.	2013-14	470.42	188.17	658.59
MFD STRUCT SERIAL #	2014-15	543.90	130.53	674.43
TKCSTOR440426653, X # X00259022,	2015-16	548.81	43.92	592.73
REAL MS	TOTALS	2,033.46	626.00	2,659.46
FRANCISCO, DEBRA ANN	*2012-13	1,538.35	861.48	2,399.83
R37796 3714-18A -02344-00 3-1.	2013-14	1,606.86	642.74	2,249.60
P.P. 2011-02, PARCEL 1, ACRES 1.00	2014-15	1,643.64	394.48	2,038.12
	2015-16	1,842.79	147.42	1,990.21
	TOTALS	6,631.64	2,046.12	8,677.76
FRANKOVICH, JOHN & MARGARETTE	*2012-13	712.92	399.23	1,112.15
R16811 3215-29D -00646-00 1-3.	2013-14	712.47	285.00	997.47
	2014-15	737.64	177.02	914.66
	2015-16	801.58	64.12	865.70

	TOTALS	2,964.61	925.37	3,889.98
GODDARD, LONNIE RAY	2015-16	32.36	2.58	34.94
M30062 4113-04B -01600-00 17-9.	TOTALS	32.36	2.58	34.94
MFD STRUCT SERIAL # 7455, X #				
X00126238 ON REAL ACCT 4113-04B				
-01600-00, REAL MS				
GODDARD, LONNIE RAY	*2012-13	246.91	132.34	379.25
R21417 4113-04B -01600-00 17-9.	2013-14	462.83	185.14	647.97
	2014-15	472.84	113.47	586.31
	2015-16	483.42	38.68	522.10
	TOTALS	1,666.00	469.63	2,135.63
HALL, LENORA E	*2012-13	13.16	6.84	20.00
R15371 4113-05BC-06400-00 17-1.	2013-14	1,470.58	588.24	2,058.82
	2014-15	1,468.96	352.55	1,821.51
	2015-16	1,505.70	120.46	1,626.16
	TOTALS	4,458.40	1,068.09	5,526.49
HALL, MARILYN J	*2012-13	1,143.41	640.32	1,783.73
R20544 3315-05AD-01100-00 2-1.	2013-14	1,183.42	473.36	1,656.78
	2014-15	1,274.78	305.94	1,580.72
	2015-16	1,377.46	110.20	1,487.66
	TOTALS	4,979.07	1,529.82	6,508.89
HARBOR CONSTRUCTION LTD	*2012-13	779.83	436.70	1,216.53
R34121 4113-03 -00300-00 17-3.	2013-14	811.99	324.79	1,136.78
PARCEL 2 PART PLAT 2003-24. ACRES	2014-15	828.65	198.88	1,027.53
40.61	2015-16	850.05	68.01	918.06
	TOTALS	3,270.52	1,028.38	4,298.90
HARBOR CONSTRUCTION LTD	*2012-13	1,127.34	631.32	1,758.66
R34122 4113-03 -00600-00 17-3.	2013-14	1,173.51	469.39	1,642.90
PARCEL 3 PART PLAT 2000-08. ACRES	2014-15	1,197.28	287.34	1,484.62
81.45	2015-16	1,229.94	98.40	1,328.34
	TOTALS	4,728.07	1,486.45	6,214.52
HARDISON, ANNABEL S	TOTALS	0.00	0.00	0.00
M31541 4113-09AB-04317-00 17-9.				
HENRY, DAVID C ETAL	*2012-13	335.49	179.53	515.02
R17217 4113-09BA-01200-00 17-9.	2013-14	652.09	260.84	912.93
	2014-15	666.17	159.88	826.05
	2015-16	681.12	54.48	735.60
	TOTALS	2,334.87	654.73	2,989.60
HIROSE, THOMAS	*2012-13	190.29	106.57	296.86
R10593 4013-00 -01900-00 17-3.	2013-14	196.51	78.61	275.12
	2014-15	198.81	47.71	246.52
	2015-16	212.40	17.00	229.40
	TOTALS	798.01	249.89	1,047.90
JACKSON, PAMELA S	*2012-13	973.05	544.91	1,517.96
R11835 3614-30CB-00100-00 13-0.	2013-14	1,018.19	407.28	1,425.47
	2014-15	1,018.12	244.35	1,262.47
	2015-16	1,094.77	87.58	1,182.35
	TOTALS	4,104.13	1,284.12	5,388.25
KIMBALL, MARK E	*2012-13	1,248.17	664.62	1,912.79
R10096 3214-31 -00601-00 1-3.	2013-14	2,586.45	1,034.58	3,621.03
	2014-15	2,674.94	641.97	3,316.91
	2015-16	2,925.74	234.06	3,159.80
	TOTALS	9,435.30	2,575.23	12,010.53
Longbrake, Gary Ray	TOTALS	0.00	0.00	0.00

M31412 4014-11D -01224-00 27-6.
MFD STRUCT SERIAL # 06910284W, X #
X00194486 ON REAL ACCT 4014-11D
-01224-00, REAL MS

MACLAURIE, ALLISON MARIE	*2012-13	90.01	47.23	137.24
R15191 3514-28A -00600-00 3-2.	2013-14	248.20	99.27	347.47
	2014-15	252.97	60.71	313.68
	2015-16	279.82	22.40	302.22
	TOTALS	871.00	229.61	1,100.61

MACLAURIE, ALLISON MARIE	*2012-13	32.32	16.80	49.12
R15377 3514-28D -00100-00 3-2.	2013-14	101.20	40.48	141.68
SPLIT CODE W/13-2 165831, ACRES	2014-15	103.06	24.74	127.80
4.60	2015-16	113.76	9.10	122.86
	TOTALS	350.34	91.12	441.46

MARIASCH, ANATOL TRUSTEE	*2012-13	3,174.19	1,777.55	4,951.74
R21105 4113-22D -00620-00 17-5.	2013-14	3,306.15	1,322.46	4,628.61
	2014-15	3,377.74	810.66	4,188.40
	2015-16	3,453.47	276.28	3,729.75
	TOTALS	13,311.55	4,186.95	17,498.50

MARKSTEIN, MAURISA	*2012-13	601.79	336.78	938.57
R11719 3315-05DA-00700-00 2-1.	2013-14	628.34	251.34	879.68
	2014-15	676.77	162.41	839.18
	2015-16	731.25	58.50	789.75
	TOTALS	2,638.15	809.03	3,447.18

MCGRATH, KARI D	TOTALS	0.00	0.00	0.00
R34349 3414-20 -00801-00 12-3.				
SPLIT CODE W/12-5 R34350. PARCEL 1				
PART PLAT 2000-25. ACRES 21.00				

MCGRATH, KARI D	*2012-13	801.24	416.65	1,217.89
R34350 3414-20 -00801-00 12-5.	2013-14	4,688.86	1,875.55	6,564.41
SPLIT CODE W/12-3 R34349. PARCEL 1	2014-15	4,783.89	1,148.13	5,932.02
PART PLAT 2000-25. ACRES 5.00	2015-16	5,348.26	427.86	5,776.12
	TOTALS	15,622.25	3,868.19	19,490.44

MESERVE, LYNNE M	*2012-13	1,588.78	889.49	2,478.27
R27366 3615-36AD-02224-00 3-1.	2013-14	1,594.23	637.68	2,231.91
PARCEL 2 PART PLAT 1997-17, ACRES	2014-15	1,653.86	396.93	2,050.79
0.30	2015-16	1,854.26	148.35	2,002.61
	TOTALS	6,691.13	2,072.45	8,763.58

MOORE, MARK L ETAL	*2012-13	945.76	529.62	1,475.38
R18416 4013-26 -00903-00 27-5.	2013-14	981.60	392.64	1,374.24
ACRES 4.32	2014-15	1,001.91	240.45	1,242.36
	2015-16	1,023.37	81.86	1,105.23
	TOTALS	3,952.64	1,244.57	5,197.21

MUNDEN, KIM ETAL	*2012-13	412.69	220.47	633.16
R10328 3215-32DB-00106-00 2-1.	2013-14	825.45	330.18	1,155.63
	2014-15	889.13	213.39	1,102.52
	2015-16	960.77	76.87	1,037.64
	TOTALS	3,088.04	840.91	3,928.95

PAOLI, MICHAEL D & RUTH KAY	*2012-13	186.01	97.71	283.72
TRSTEES	2013-14	506.29	202.51	708.80
R14736 3615-25BB-00600-00 13-0.	2014-15	516.78	124.02	640.80
	2015-16	570.74	45.66	616.40
	TOTALS	1,779.82	469.90	2,249.72

PEBLEY, ANN M	*2012-13	672.10	358.95	1,031.05
R12515 4113-06BA-03007-00 17-1.	2013-14	1,327.30	530.91	1,858.21

	2014-15	1,325.80	318.19	1,643.99
	2015-16	1,358.99	108.72	1,467.71
	TOTALS	4,684.19	1,316.77	6,000.96
PHELAN, CURTIS R & SANDRA L M30118 4113-09BA-01200-00 17-9.	TOTALS	0.00	0.00	0.00
RAITER, BONITA R R15658 4113-09BC-04600-00 17-9.	*2012-13	38.34	19.94	58.28
	2013-14	1,542.25	616.90	2,159.15
	2014-15	521.29	125.11	646.40
	2015-16	1,827.59	146.21	1,973.80
	TOTALS	3,929.47	908.16	4,837.63
ROBLETO, MIGUEL R35958 3514-30A -01100-00 12-8. P.P. 2005-16, PARCEL 1, ACRES 1.29	*2012-13	1,844.36	1,032.83	2,877.19
	2013-14	1,934.33	773.73	2,708.06
	2014-15	1,974.81	473.95	2,448.76
	2015-16	1,298.70	103.90	1,402.60
	TOTALS	7,052.20	2,384.41	9,436.61
RYAN, RILEY & KELLI R20348 3714-18B -02001-00 3-1.	*2012-13	1,418.30	794.25	2,212.55
	2013-14	1,428.71	571.48	2,000.19
	2014-15	1,472.65	353.43	1,826.08
	2015-16	1,651.10	132.08	1,783.18
	TOTALS	5,970.76	1,851.24	7,822.00
SABER, ROBERT D & THEA G R10029 3914-34A -01000-00 27-6.	*2012-13	1,408.76	788.90	2,197.66
	2013-14	1,464.02	585.61	2,049.63
	2014-15	1,494.68	358.73	1,853.41
	2015-16	1,527.09	122.17	1,649.26
	TOTALS	5,894.55	1,855.41	7,749.96
SMITH, CAROL TRSTEE ETAL R16807 3614-02D -01300-00 13-2.	*2012-13	1,312.22	734.84	2,047.06
	2013-14	1,374.40	549.76	1,924.16
	2014-15	1,404.02	336.97	1,740.99
	2015-16	1,556.68	124.53	1,681.21
	TOTALS	5,647.32	1,746.10	7,393.42
STRATTON, REX E & LOLETTA R M30889 4013-31CA-00200-00 17-7.	*2012-13	137.25	76.86	214.11
	TOTALS	137.25	76.86	214.11
STRATTON, REX E & LOLETTA R R14603 4013-31CA-00200-00 17-7. ACRES 0.50, MS X# X00161397	*2012-13	474.05	265.47	739.52
	2013-14	493.64	197.46	691.10
	2014-15	470.11	112.83	582.94
	2015-16	480.46	38.44	518.90
	TOTALS	1,918.26	614.20	2,532.46
VANKAMPEN, JOHN & CINDY R20122 3615-36DC-00302-00 3-1.	*2012-13	1,314.62	736.18	2,050.80
	2013-14	1,373.12	549.24	1,922.36
	2014-15	1,404.63	337.12	1,741.75
	2015-16	1,574.78	125.98	1,700.76
	TOTALS	5,667.15	1,748.52	7,415.67
WALKER, RONALD & KATHLEEN ETAL R35085 4113-07A -00423-00 171UR. CHETCO POINT TERRACE, LOT 13	*2012-13	1,134.12	626.53	1,760.65
	2013-14	1,288.67	515.46	1,804.13
	2014-15	1,249.75	299.94	1,549.69
	2015-16	1,181.54	94.52	1,276.06
	TOTALS	4,854.08	1,536.45	6,390.53
WUODSTRA, MICHAEL ALBERT R17940 4014-25CC-03100-00 17-1. P.P. 2007-22, PARCEL 2, ACRES .16	*2012-13	537.08	300.67	837.75
	2013-14	520.10	208.04	728.14
	2014-15	504.39	121.05	625.44
	2015-16	401.58	32.12	433.70
	TOTALS	1,963.15	661.88	2,625.03

BEFORE THE COUNTY GOVERNING BOARD FOR CURRY COUNTY, OREGON

IN THE MATTER OF DESIGNATING A)
NEWSPAPER FOR THE PUBLICATION) PETITION FOR ORDER
OF THE 2016 CURRY COUNTY) DESIGNATING NEWSPAPER
FORECLOSURE LIST)

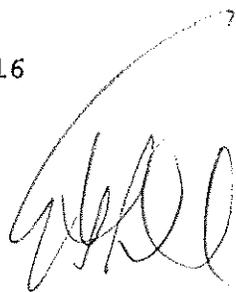
I, Everett Dial, District Attorney for Curry County, Oregon, respectfully petition the county governing board for an order designating a newspaper to publish the 2016 foreclosure list of said county, and further,

I affirm that the tax collector of Curry County has prepared a list of all real property in said county subject to foreclosure for delinquent taxes as of June 16, 2016, and that said tax collector, with the assistance of the district attorney, is ready to initiate a proceeding in the name of said county, for the foreclosure of the liens of delinquent taxes against the several properties described in said foreclosure list, and

I further affirm that notice of such foreclosure proceedings shall be given as required by Oregon Revised Statute 312.040 in a newspaper of general circulation in the county, to be designated by the county governing board.

Therefore, I respectfully petition for an order from the county governing board designating the newspaper in which such foreclosure list shall be published.

Dated this 27 day of June, 2016



Everett Dial District Attorney
Curry County, Oregon

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR CURRY COUNTY

IN THE MATTER OF DESIGNATING A)
NEWSPAPER FOR THE PUBLICATION) ORDER NO _____)
OF THE 2015 CURRY COUNTY) DESIGNATING NEWSPAPER)
FORECLOSURE LIST)

On July 20, 2016, The above-entitled county governing board was duly convened to transact county business and consider the matter of designating a newspaper to publish the Curry County 2016 Foreclosure List, prepared by the Curry County Tax Collector, as notice of the initiation of the proceeding by Curry County, for the foreclosure of liens of delinquent taxes against the several properties therein described; and

IT APPEARS TO THE BOARD that Curry County Reporter and Curry Coastal Pilot, published in Curry County, Oregon, are newspapers of general circulation in said county, and in all respects qualified to publish said foreclosure list; and

NOW, THEREFORE, IT IS ORDERED that the Curry Coastal Pilot be designated as the newspaper in which said Curry County foreclosure list shall be published; and

IT IS FURTHER ORDERED that there shall be one publication of said 2016 foreclosure list in said newspaper under ORS 312.040(1).

Dated this 20th day of July, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas, Huxley, Chair

Susan Brown, Vice- Chair

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: Mental Health Director's Designee	
AGENDA DATE^a: 9/16/15	SUBMITTING DEPARTMENT: Curry Community Health
<small>^aSubmit 5:00 p.m. on the Wednesday prior to the next General meeting.</small>	
CONTACT PERSON: Erin Porter	PHONE/EXT: 541-425-1643
BRIEF BACKGROUND OR NOTE^b: Curry Community Health will need an official copy for personnel records	
<small>^bindicate if more than one copy to be signed</small>	
FILES ATTACHED:	SUBMISSION TYPE: Order
(1)BOC Director's Designee Form	
(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 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 type="checkbox"/> No <input type="checkbox"/>
2. Confirmed Submitting Department's personnel-related materials Comment:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" 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: Adminstrative Actions	
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"/>

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the matter of an Order)
Designating Certain)
Employees to Take Action) Order No. _____
Authorized by ORS 426.233)
Following Probable Cause)

Based upon the recommendation of the Curry Community Health’s Mental Health Director, the Board of Curry County Commissioners hereby orders as follows:

That Georgia England is authorized to take one of the actions listed in ORS 426.233(1)(b) when the Mental Health Director has probable cause to believe a person:

- (A) Is dangerous to self or to any other person and is in need of immediate care custody, or treatment for mental illness; or
(b)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127, or trial visit under ORS 426.273; and
(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody, or treatment for mental illness.

Dated this 20th day of July, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Huttel
Curry County Counsel

Susan Brown, Vice Chair

David Brock Smith, Commissioner

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the matter of an Order)
Designating Certain)
Employees to Take Action) Order No. _____
Authorized by ORS 426.233)
Following Probable Cause)

Based upon the recommendation of the Curry Community Health’s Mental Health Director, the Board of Curry County Commissioners hereby orders as follows:

That Lauren Hurley is authorized to take one of the actions listed in ORS 426.233(1)(b) when the Mental Health Director has probable cause to believe a person:

- (A) Is dangerous to self or to any other person and is in need of immediate care custody, or treatment for mental illness; or
(b)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127, or trial visit under ORS 426.273; and
(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody, or treatment for mental illness.

Dated this 20th day of July, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Huttel
Curry County Counsel

Susan Brown, Vice Chair

David Brock Smith, Commissioner

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the matter of an Order)	
Designating Certain)	
Employees to Take Action)	Order No. _____
Authorized by ORS 426.233)	
Following Probable Cause)	

Based upon the recommendation of the Curry Community Health’s Mental Health Director, the Board of Curry County Commissioners hereby orders as follows:

That *Walter Lee* is authorized to take one of the actions listed in ORS 426.233(1)(b) when the Mental Health Director has probable cause to believe a person:

- (A) Is dangerous to self or to any other person and is in need of immediate care custody, or treatment for mental illness; or
- (b)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127, or trial visit under ORS 426.273; and
- (ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody, or treatment for mental illness.

Dated this 20th day of July, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Counsel

Susan Brown, Vice Chair

David Brock Smith, Commissioner

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

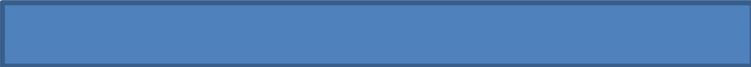
Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

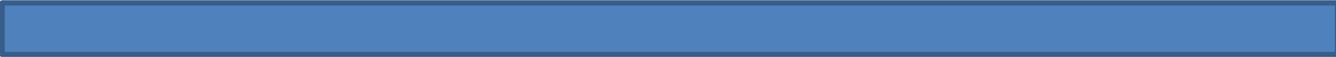
Not applicable to Sheriff's Department since they do not have a liaison

Western Oregon Advanced Health -- Community Advisory Council

Thank you for taking a few moments to fill out the WOAHC Community Advisory Council membership application:

Name Theresa (Tracy) Muday, MD Email 

Address 

Phone 

- 1. I am a Community Organization: Name _____
- 2. I am an Agency: Name Western Oregon Advanced Health
- 3. I am a Consumer _____
- 4. I have a child/children on OHP Yes _____

Please check all that apply:

- 5. I have ideas about the following concerns in our community:
 adults home health _____ Spanish speaking
 babies and children Hospice/palliative care
 dental long term care
 disabled mental health

- 6. I think I could be helpful by representing:
_____ adults _____ children _____ those with disabilities
_____ Spanish speaking members
_____ Low income in our Community
_____ I've had many life experiences
_____ I'm good with computers
 I speak well in public
 Other: I bring the perspective of CCO Medical Director/CMO and of a Family Physician

- 7. Have you ever worked with community groups or advisory councils in the past? Yes No _____
Please explain: I chair the Clinical Advisory Panel for WOAHC, I sit on the Quality and Patient Safety Committee for Bay Area Hospital, I have served on the advisory committee for the Oregon Prescription Drug Monitoring Program. I have participated in a number of advisory and workgroups for the Oregon Health Authority. I participated in the Ford Institute Community Leadership program which helped me develop working relationships with a number of community leaders. I also serve on the Coos Community Advisory Committee.

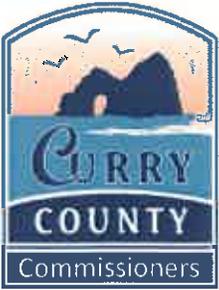
- 8. How long would you like to serve on the Board? _____ 1 year 2 years _____ 3 years

- 9. Please give us the name and phone number of 1 to 3 references of someone who knows you personally for at least one year.



Submit this application to Kaitlyn Coleman at Curry Community Health, 94235 Moore Street, Ste 121, Gold Beach, OR 97444

colemank@currych.org p: (541) 425-7545 f: (541) 425-5558



Application for Volunteer Boards, Commissions, Councils, Committees or Task Forces

Board of Curry County Commissioners
 94235 Moore Street, Suite 122
 Gold Beach, OR 97444
 Phone: 541-247-3296 Fax: 541-247-2718 Email: BOC_Office@co.curry.or.us

Please complete both sides of this form. Information submitted as part of this application is available and shall be considered public information as it pertains to Oregon Public Records.

NOTE: A separate application may be required for each Board, Commission, Council, Committee or Task Force for which you are applying.

Please print or type clearly

Name: Theresa (Tracy) Muday **Date:** completed 7/12/16; retroactive to March 2015

Please indicate which Board, Commission, Council, Committee or Task Force on which you are interested in serving.

<input type="checkbox"/> Ambulance Service Area Advisory Committee	<input type="checkbox"/> Coos Curry Housing Authority
<input type="checkbox"/> Board of Property Tax Appeals	<input type="checkbox"/> Fair Board
<input type="checkbox"/> Brookings Airport Advisory Committee	<input type="checkbox"/> Farm Board of Review
<input type="checkbox"/> Budget Committee	<input type="checkbox"/> Local Public Safety Coordinating Council
<input type="checkbox"/> Building Codes Appeal Board	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> CCD Business Development Corporation	<input type="checkbox"/> RSVP Advisory Board
<input type="checkbox"/> Citizen Involvement Committee	<input type="checkbox"/> Solid Waste Advisory Committee
<input type="checkbox"/> Compensation Board	<input type="checkbox"/> Veteran's Advisory Council
<input checked="" type="checkbox"/> Other Western Oregon Advanced Health Community Advisory Committee	

Are you currently serving on a Board, Commission, Council, Committee or Task Force for Curry County?

Yes No If Yes, list which committee(s):

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? I am the Medical Director/CMO for Western Oregon Advanced Health, a Coordinated Care Organization serving Curry and Coos counties. I also serve on the WOA Health Community Advisory Committee for Coos County. I am a Family Physician with practice experience in this region, and I have extensive knowledge of the Oregon Health Plan programs. Western Oregon Advanced Health (and its predecessor, Doctors of the Oregon Coast South) is a community-based organization whose interest is to serve the people of the south coast. It is important to me personally that we maintain a strong health care community with resources that improve the health of people on the south coast.

What community topics concern you that relate to this Board, Commission, Council, Committee or Task Force? Community health, maintaining a strong local system of care for mental, oral, and physical health, and promoting the health of our communities.

Describe your previous experience in this appointed position or a similar position: I chair the Clinical Advisory Panel for WOA, I sit on the Quality and Patient Safety Committee for Bay Area Hospital, I have served on the advisory committee for the Oregon Prescription Drug Monitoring Program. I have participated in a number of advisory and workgroups for the Oregon Health Authority. I participated in the Ford Institute Community Leadership program which helped me develop working relationships with a number of community leaders. I also serve on the Coos County Community Advisory Committee for WOA.

Other volunteer activities: _____

Does your schedule allow you to attend daytime meetings? Yes No

Does your schedule allow you to attend evening meetings? Yes No

Does your schedule limit the days you could attend meetings? Yes No

If Yes, please explain I do have other work-related meetings for which I do not control the schedule. These may conflict at times with scheduled meetings.

Have you ever been convicted of a crime? Yes No

If Yes, please explain _____

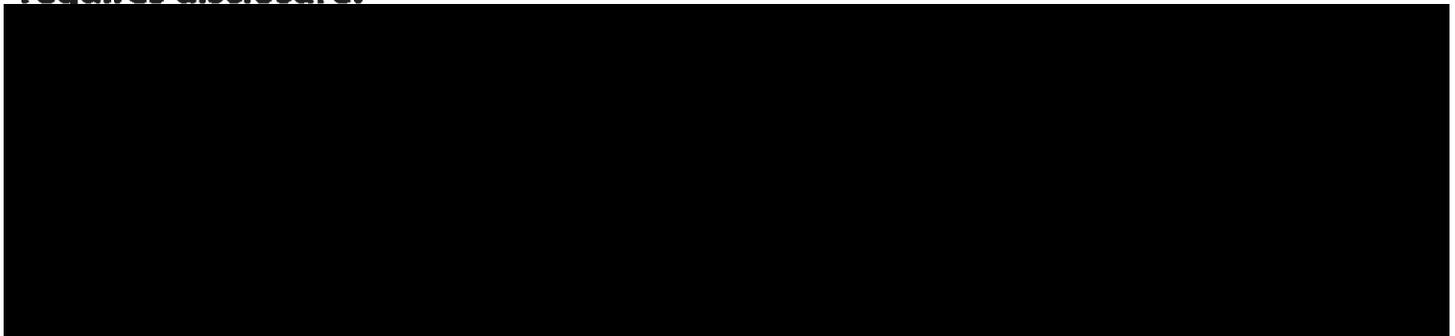
J. M. Muly mo 7/12/16
Signature Date

My signature above indicates my desire to serve Curry County in a voluntary capacity as a member of one of its Boards, Commissions, Councils, Committees or Task Forces. I understand that there is no financial compensation for serving.

Thank you for your application.

Please return your completed application to the Curry County Commissioners' Office at the address or email listed on page one of this form or you may submit your application on the county's website at www.co.curry.or.us.

Per HB3557 the following can only be disclosed to the public following a public record request that shows clear and convincing evidence that the public interest requires disclosure.





Application for Volunteer Boards, Commissions, Councils, Committees or Task Forces

Board of Curry County Commissioners
94235 Moore Street, Suite 122
Gold Beach, OR 97444
Phone: 541-247-3296 Fax: 541-247-2718 Email: BOC_Office@co.curry.or.us

Please complete both sides of this form. Information submitted as part of this application is available and shall be considered public information as it pertains to Oregon Public Records.

NOTE: A separate application may be required for each Board, Commission, Council, Committee or Task Force for which you are applying.

Please print or type clearly

Name: Kendra Stone Date: 7/12/16

Please indicate which Board, Commission, Council, Committee or Task Force on which you are interested in serving.

<input type="checkbox"/> Ambulance Service Area Advisory Committee	<input type="checkbox"/> Coos Curry Housing Authority
<input type="checkbox"/> Board of Property Tax Appeals	<input type="checkbox"/> Fair Board
<input type="checkbox"/> Brookings Airport Advisory Committee	<input type="checkbox"/> Farm Board of Review
<input type="checkbox"/> Budget Committee	<input type="checkbox"/> Local Public Safety Coordinating Council
<input type="checkbox"/> Building Codes Appeal Board	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> CCD Business Development Corporation	<input type="checkbox"/> RSVP Advisory Board
<input type="checkbox"/> Citizen Involvement Committee	<input type="checkbox"/> Solid Waste Advisory Committee
<input type="checkbox"/> Compensation Board	<input type="checkbox"/> Veteran's Advisory Council
<input checked="" type="checkbox"/> Other <u>WOATT CAC</u>	

Are you currently serving on a Board, Commission, Council, Committee or Task Force for Curry County?

Yes No If Yes, list which committee(s):

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? I've been attending WOATT CAC since March 2016.

What community topics concern you that relate to this Board, Commission, Council, Committee or Task Force? _____

Western Oregon Advanced Health -- Community Advisory Council

Thank you for taking a few moments to fill out the WOAHC Community Advisory Council membership application:

Name Kendra Stone Email 

Address 

Phone 

1. I am a Community Organization: Name Curry Community Health (Community Health Worker)
2. I am an Agency: Name _____
3. I am a Consumer _____
4. I have a child/children on OHP Yes _____

Please check all that apply:

5. I have ideas about the following concerns in our community:
- | | | |
|---|---|------------------------|
| <input checked="" type="checkbox"/> adults | <input checked="" type="checkbox"/> home health | _____ Spanish speaking |
| <input checked="" type="checkbox"/> babies and children | <input checked="" type="checkbox"/> Hospice/palliative care | |
| _____ dental | _____ long term care | |
| _____ disabled | _____ mental health | |

6. I think I could be helpful by representing:
- adults _____ children _____ those with disabilities
- _____ Spanish speaking members
- _____ Low income in our Community
- _____ I've had many life experiences
- I'm good with computers
- I speak well in public
- Other: I work with many WOAHC consumers

7. Have you ever worked with community groups or advisory councils in the past? Yes _____ No
- Please explain:
- _____
- _____

8. How long would you like to serve on the Board? 1 year _____ 2 years _____ 3 years

9. Please give us the name and phone number of 1 to 3 references of someone who knows you personally for at least one year.



Submit this application to Kristen Davis at Curry Community Health, 94235 Moore Street, Ste 121, Gold Beach, OR 97444
davisk@currych.org p: (541) 425-7545 f: (541) 425-5558

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

In the Matter of an Order Approving Members)
To the Western Oregon Advanced Health)
(WOAH) Community Advisory Committee)

ORDER NO. _____

WHEREAS, the Western Oregon Advanced Health (WOAH) has been approved by the Oregon Health Authority to be a Coordinated Care Organization (CC); and

WHEREAS, CCO's are required to have Community Advisory Committees whose members are jointly appointed by the CCO Board and the County Board of Commissioners to ensure that the health care needs of consumers and the communities served by the CCO are being met in accordance with the State of Oregon's regulations and initiatives; and

WHEREAS, WOA's Curry Community Advisory Committee (CAC) is requesting that the Curry County Board of Commissioners approve its new membership applications; and

WHEREAS, WOA's CAC is an active committee which has been meeting monthly since February 2015; and

WHEREAS, it is the responsibility of this CAC to assess and advise the WOA's Board regarding the health status and needs of Curry County, and work on solutions to recommend to them; and

WHEREAS, the applicants have each attended several CAC meetings, and have expressed their desire to become voting members of the committee; and

WHEREAS, the applications of the applicants have been reviewed and approved by the CAC's nominating committee;

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

- 1.) The following individuals are approved as members of the Western Oregon Advanced Health (WOAH) Community Advisory Committee for Curry County: Kendra Stone and Tracy Muday.
- 2.) Members shall serve in accordance with the WOA's Program Description: Community Advisory Council.

DATED this 20th day of July, 2015.

BOARD OF CURRY COUNTY COMMISSIONERS

Tom Huxley, Chair

Susan Brown, Vice-Chair

David Brock Smith, Commissioner

Approved as to form:

John HuttI,
Curry County Counsel

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

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

AGENDA ITEM TITLE: Joint Exercise of Powers Agreement with Del Norte County for Juvenile Detention Services, with Signature Authority to Board Chair

AGENDA DATE^a: July 20, 2016 **DEPARTMENT:** Juvenile **TIME NEEDED:** 5 min

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

CONTACT PERSON: Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** July 14, 2016

BRIEF BACKGROUND OR NOTE^b: 2 originals need to be signed

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

- (1) Curry Detention JPA
- (2)

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: Penny Hudgens

Send Printed Copy to:

Address: Juvenile

Email a Digital Copy to:

City/State/Zip:

Other Return both originals to Juvenile Dept.

Phone: 3236

Due date to send: 7 /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: Administrative Actions

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

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

DEL NORTE COUNTY JUVENILE HALL
JOINT EXERCISE OF POWERS AGREEMENT

Date: July 20, 2016

By and between
DEL NORTE COUNTY, CALIFORNIA,
And
CURRY COUNTY, OREGON

JOINT EXERCISE OF POWERS AGREEMENT

This agreement entered into on the 20th day of July, 2016 by and between the County of Del Norte a political subdivision of the state of California, and the County of Curry, a political subdivision of the State of Oregon.

WHEREAS, pursuant to sections 850 et. seq, of the California Welfare and Institutions Code, Del Norte County has been operating the Del Norte County Juvenile Hall in Crescent City, California.

WHEREAS, Del Norte County and Curry County believe it would be in their mutual best interests to operate a regional joint juvenile hall;

WHEREAS, the establishment and operation of a regional joint juvenile hall, in the manner contemplated by this agreement, is authorized under California law by section 870 of the Welfare and Institutions Code, and Government Code section 6502, and under Oregon law by Oregon Revised Statutes, Section 190.420.

NOW, THEREFORE, in consideration of the mutual promises in this agreement, and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, Del Norte and Curry enter into the following agreement:

Ownership of the Juvenile Hall

1. The Juvenile Hall, which has been wholly owned by Del Norte County, will continue to be wholly owned and operated by Del Norte County.
2. No ownership interest will be transferred between the parties, either in the Juvenile Hall or any other property or asset of either county.

No Separate Entity Created

Del Norte County and Curry County agree to exercise their respective detention powers jointly, in the manner described in this agreement, through the operation of the Del Norte County Juvenile Hall. No separate entity is created by this agreement.

Oversight and Staffing

1. Del Norte County will serve as the lead agency managing and operating the Juvenile Hall.
2. Oversight of the Juvenile Hall shall be by Del Norte County, subject to Curry County's right to inspection of the facility to assure compliance with Oregon law in accordance with ORS 169.070 and ORS 169.080.
3. Del Norte County shall manage the daily operations of the Juvenile Hall. Juvenile Hall staff shall be Del Norte County employees or contractors and serve under the

employment or contract rules and regulations of Del Norte County and the state of California. Juvenile Hall staff shall not be under the direct control of Curry County and shall not be considered to be employed by Curry County in any way.

- a. All Juvenile Hall employment related costs shall be paid by Del Norte County.
4. Juvenile hall employees shall be managed by a Facility Superintendent, pursuant to Welfare and Institutions Code §853. This Superintendent shall be a Del Norte County employee and shall report to the Del Norte County Chief Probation Officer as the Appointing Authority and as his/her manager. In the absence of that position being filled, the role shall be filled as Acting Superintendent by the Del Norte County Chief Probation Officer.
 - a. The Superintendent shall be appointed by the Del Norte County Chief Probation Officer.
 - b. The Superintendent shall be responsible for supervision of the daily operations of the Juvenile Hall, and to make rules and regulations for its maintenance, operations, upkeep, and safekeeping.
5. Del Norte County shall act as fiscal agent for the Juvenile Hall.
 - a. The Del Norte County Treasurer is hereby designated as the depository for all Juvenile Hall funds, and said Treasurer shall take and maintain custody of all funds received regardless of source.
 - b. The Del Norte County Auditor shall act as the Auditor for the facility, as well as Disbursing Agent.
 - c. The Treasurer and Auditor shall perform such official duties as may be required from time to time with respect to the operation of the Juvenile Hall.

Operations and Programs

1. Cost
 - a. Curry County shall contribute the base amount of \$20,000 each year and will receive 200 bed days per year. Curry County shall pay to Del Norte County \$110 per bed day for any beds used in excess of 200. All other base costs will be the responsibility of Del Norte County, except as otherwise provide in this agreement.
 - i. Curry County shall pay the base amount of \$20,000 in quarterly installments of \$5,000 due by the 15th of the month following the quarter. All excess bed days and medical costs shall be billed on a monthly basis, when applicable, and paid within 30 days. Del Norte County shall send monthly invoices to

Curry County Juvenile Department
94235 Moore Street, Suite 231
Gold Beach, OR 97444

- ii. Del Norte will provide Curry County a spreadsheet of bed usage to jointly review. Bed day payment shall accrue beginning at midnight for each day the juvenile is in custody of the Juvenile Hall, regardless of the number of hours the juvenile remains in custody.
 - b. Transportation of juveniles shall be the responsibility of the county placing the juvenile in the Juvenile Hall, except that in the case of a medical emergency, the minor may be transported either by staff members or by ambulance as determined best by the Juvenile Hall staff at the time of incident
 - c. Medical costs, including medical, dental and psychological services, attributable to Curry County juveniles, shall be charged back to the Curry County on a monthly basis.
 - i. Curry County will ensure that medications prescribed to Curry County juveniles are sent with the juvenile to the Juvenile Hall. If Curry County is unable to deliver the juvenile's prescribed medication within 24 hours of placement, Curry shall, at Del Norte County's request, remove the juvenile from Del Norte County.
 - ii. Juvenile Hall staff shall have the discretion to seek reasonable medical services for a juvenile without prior authorization or consent from Curry County
- 2. Program Delivery: Program delivery shall be by the Juvenile Hall staff with oversight by the Superintendent and the Del Norte County Chief Probation Officer.
 - a. Authorization to Act: Curry County shall provide Del Norte County with a list of current identities and signatures of persons authorized to act under this agreement on behalf of Curry County
 - b. Release of Information: Curry County shall provide any written evidence of authorization or other reports necessary to release any youth placed under this agreement. Routine releases of Curry County juveniles shall take place in Curry County.
 - c. Parent/Guardian/Family Contact with juvenile: Curry County shall provide a list of approved juvenile contacts in writing. Parent/Guardian/Family contacts will conform to current Del Norte County policies and Curry County will be responsible for ensuring Parent/Guardian/Family awareness and education of Del Norte detention visitation and contact policies.
 - d. Education Services: Educational Services for detained juveniles from Curry County will be based on separate contracts between Curry County individual

school districts and Del Norte County School District. Del Norte County accepts no financial responsibility for the education of Curry County juveniles.

- e. Court Orders: Curry County shall furnish promptly to Del Norte County, upon request, written judicial orders of placement, social history, visitation restriction and specialized programming which may affect detention, care and supervision of the juvenile.

3. Admission Services

- a. Any juvenile of either gender who has not been adjudicated a delinquent, who is held in the legal custody of Curry County, shall be admitted to the Del Norte Juvenile Hall upon the request of Curry County, subject to the conditions of this agreement.
- b. Curry County shall be responsible for transportation of Curry County juveniles to the Juvenile Hall.
- c. Del Norte County shall make available one to two beds per day. It shall be within Del Norte County's discretion whether to make available more beds per day, but Del Norte County shall not unreasonably deny additional beds to Curry County when space and staff are available.
- d. Del Norte County shall have the discretion to refuse acceptance of any juvenile whenever Del Norte County staff reasonably believe placement does not comply with facility regulations, the statutes California or Oregon, a court order, or any other law, including the Constitution of the United States of America. Del Norte County shall have discretion to refuse to accept any juvenile who appears to require immediate medical attention. Del Norte County shall have the discretion to refuse to accept any juvenile when appropriate space or staffing is unavailable.
- e. Curry County shall provide a written probable cause statement to Del Norte County for each juvenile detailing the basis and duration of custody. Any applicable court order shall be attached to the statement.
- f. Curry County shall complete a Juvenile Contact Report for each juvenile prior to placement.

4. Supervision Services

- a. Juveniles placed under this agreement shall receive the quality, level, and a manner of care and supervision by Del Norte County as furnished to any other juvenile placed in the Juvenile Hall.
- b. If Del Norte County staff determine that there is a need for emergency services, Del Norte County is authorized to take appropriate action to secure services. Del Norte County shall provide Curry County with notice of such services as soon as reasonably practicable and Curry County shall reimburse Del Norte County for all actual expenses incurred.
- c. Prior to engaging in physical recreational activities, Curry County juveniles must complete a medical questionnaire that will determine their eligibility to

participate. Curry County juveniles that are not eligible based on the questionnaire results or that fail to complete the questionnaire shall not engage in recreational activities.

5. Release Services

- a. Del Norte County shall release juveniles placed under this agreement upon written notification by Curry County or pursuant to a court order
- b. Del Norte County may, upon written notice to Curry County, require the release of any juvenile for whom it reasonably believes has been detained in excess of any period prescribed for custody. No provision of this agreement relieves Curry County from its duty to monitor the period a juvenile is detained.
- c. Curry County shall remove any placed juvenile that Del Norte County determines, in its sole discretion, to be a substantial risk to the security and safety of the facility within 24 hours of notice from Del Norte County.
- d. If a Curry County juvenile is released from the Juvenile Hall for any reason, Curry County shall be responsible for all transportation of the Curry County juvenile back to Curry County.

6. Both Counties will abide by Article 6 of the Interstate Compact for the Placement of Children

- a. No Curry County juvenile who has been adjudicated a delinquent may be placed in Del Norte County Juvenile Hall unless the juvenile is given a court hearing on notice to the parent or guardian with opportunity to be heard before being sent to Del Norte County, and the court finds that both of the following exist:
 - i. Equivalent facilities for the child are not available in the state of Oregon, and,
 - ii. Institutional care in Del Norte County is in the best interest of the child and will not produce undue hardship

7. Indemnification

- i. Curry County shall defend, indemnify, release and hold harmless Del Norte County, with legal counsel acceptable to Del Norte County, from and against any and all claims arising out this agreement, including, but not limited to, actions challenging Oregon's authority to enter into this joint powers agreement, actions alleging harm suffered by or because of the actions of Curry County juveniles, and actions alleging false imprisonment or other civil rights violations suffered by or because of Curry County juveniles. Curry County's duty to indemnify Del Norte County shall apply regardless of the venue or jurisdiction in which an action is brought, and regardless of whether the action is brought under Oregon, California or federal law. This obligation includes reimbursement to Del Norte County, its officers, employees and agents for any court costs or attorney fees which Del Norte County, its officers, employees or agents are

required by a court to pay, as a result of such claim, action or proceeding. Del Norte County agrees to notify Curry County of any such claim, action or proceeding promptly after Del Norte County becomes aware that such action has been taken. Del Norte County agrees to cooperate in the defense provided by Curry County. This section shall survive termination of this agreement.

- ii. Del Norte County shall defend, indemnify, release and hold harmless Curry County, for any harm suffered by Del Norte County Juveniles as a result of the negligence of Del Norte County Juvenile Hall staff.

8. Insurance

The Counties shall maintain insurance in the amounts below specified. Curry County shall furnish to Del Norte County certificates of insurance, and shall name Del Norte County as an additional insured.

- a. General liability insurance with minimum coverage of one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- b. Worker's compensation as required by California law.
- c. Automobile liability Insurance with minimum coverage of one million dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage for any automobile used for any service required or provided under the this agreement.

Curry County's insurance is primary to any other insurance available to the Del Norte County with respect to any claim arising out of this Agreement. The Counties' insurance will not be canceled, limited, amended, reduced in coverage amount, or allowed to expire without renewal until after thirty days' written notice has been given to the other County, or after ten days' written notice in the case of cancellation for non-payment of premium.

9. Habeas Corpus

In the event a Curry County juvenile being detained in the Juvenile Hall is the subject of an Habeas Corpus or other proceeding seeking release from custody, Del Norte County shall have no duty to defend or appear in the proceedings. At its option Curry County may defend or appear in the proceeding. Del Norte County will promptly notify Curry County of any proceeding of which it is aware that seeks release of a Curry County juvenile from the Juvenile Hall.

- 10. This Agreement may be modified or amended only by a written document executed and approved by each party.

11. Termination

- a. Unless terminated in accordance with subsection (b), the term of this agreement is from July 1, 2016 to June 30, 2019.
- b. Either party may terminate this agreement on 30 days written notice to the other party. Termination shall not excuse liabilities incurred prior to the date of termination.

IN WITNESS THEREOF, Del Norte and Curry counties have caused this agreement to be executed by their authorized officers on this 20th day of July, 2016.

County of Del Norte

Board Chair

ATTEST:
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
County Counsel

County of Curry

Commission Chair

ATTEST:
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
County Counsel

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

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

AGENDA ITEM TITLE: Agreement # 31363, Curry Public Transit Grant Agreement-Bus Shelter and Bus Match

AGENDA DATE^a: 7/20/2016 **DEPARTMENT:** Commissioners **TIME NEEDED:** 5 min

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

CONTACT PERSON: Susan Brown **PHONE/EXT:** 3229 **TODAY'S DATE:** 7/11/2016

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

- (1) Grant Agreement
- (2) REIS

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: Kathy Bernhardt

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

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) Agreements are legal and binding

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

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Curry County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2016** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2018** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$55,550.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$55,550.00** in Grant Funds for eligible costs described in Section 6 hereof.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or delivered to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a

result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant

indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. **Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

b. Subagreement indemnity; insurance.

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. Procurements.

i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

10. Termination

a. Termination by State. State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:

- i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding

- under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount

in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established

pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Curry County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Susan Brown
94235 Moore St., Suite 122
Gold Beach, OR 97444-0746
1 (541) 247-3296
browns@co.curry.or.us

State Contact:

Alison Wiley
555 13th St. NE
Salem, OR 97301-4179
1 (503) 986-4131
alison.j.wiley@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Alison Wiley

Date _____ 07/01/2016

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: STF Discretionary Curry County 31363 Bus Shelter <i>Gold Beach Bus Shelter</i>				
Item #1: Capital				
	Total	Grant Amount	Local Match	Match Type(s)
	\$11,300.00	\$11,300.00	\$0.00	
Sub Total	\$11,300.00	\$11,300.00	\$0.00	
Project Title: STF Discretionary Curry County 31363 Vehicle Match <i>Vehicle Match</i>				
Item #1: Capital				
	Total	Grant Amount	Local Match	Match Type(s)
	\$44,250.00	\$44,250.00	\$0.00	
Sub Total	\$44,250.00	\$44,250.00	\$0.00	
Grand Total	\$55,550.00	\$55,550.00	\$0.00	

● **1. PROJECT DESCRIPTION**

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. This project provides for purchase and installation of one bus passenger shelter in Gold Beach. The shelter will provide protection from weather to passengers and also posting of map and transit schedule information for Coastal Express and the services it connects to, including Coos County Area Transit and Pacific Crest Bus Lines (service to Eugene).

This project also provides funding for match on three federally funded vehicle replacements.

2. PROJECT DELIVERABLES and SCHEDULE

Recipient will purchase and install a shelter and affix a laminated Coastal Express schedule and map to the inside of the shelter such that passengers and passers-by can easily understand how to use the Coastal Express and the transit services to which it connects. Recipient will update and repair this informational display as needed. Recipient will submit photo of completed shelter with its informational display prior to final payment, along with certification attesting to any applicable permits, inspections or other state or local requirements.

Recipient must follow Oregon procurement requirements, which can be found on the Special Transportation Fund page of the Rail and Public Transit Division website. All purchases, match activity, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.

Expected shelter project start date: July 1, 2016

Expected shelter project completion date: June 1, 2017

Expected start date (order date) for vehicle match: December 15, 2017

Expected completion date for vehicle match: June 30, 2018

3. PROJECT ACCOUNTING and SPENDING PLAN

Recipient retains authority over costs and allocations of STF funds within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. This project requires no match.

Eligible expenses are: vehicle match; the shelter unit; associated services, permits, permissions, and equipment needed to put the passenger shelter into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, Design, Engineering, Planning, and Preparation services and permits, clearly needed to proceed with the project, are eligible reimbursable expenses.

Recipient must ensure that ODOT Rail and Public Transit at 555 13th St NE, Salem OR, 97301, is listed as first security interest holder on the titles of vehicles purchased even in part with these funds. Recipient must report quarterly on vehicle condition, and on vehicle mileage during the fourth and eighth quarters. Vehicles must be maintained in accordance with the vehicles' preventive maintenance schedule. ADA accessible vehicles must have yearly lift inspections performed by a certificated technician. State's vehicle useful life schedule requirements will be applied to STF discretionary vehicles.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will report quarterly on progress made on this grant agreement. Recipient will report as prescribed by State on the capital purchases made under this Agreement as long as they remain in use for public transportation service.

Copies of invoices for vendor charges must be submitted with reimbursement requests. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary approval and amendment.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$55,550.00
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Administered By Rail and Public Transit Division 555 13th St. NE Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

- 1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 3. The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 5th day of July, 2016, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.



Signature

Printed Name: Kathryn Bernhardt

Title: General Manager, Curry Public Transit, Inc.

1 "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific islanders, American Indians, and Alaskan Natives.

The Oregon Department of Transportation Rail and Public Transit Division (RPTD), per Oregon Department of Administrative Services guidance, is collecting racial and ethnic impact information just prior to agreement execution rather than at the time of grant application. It is RPTD's opinion that this does not violate the intent of the law.

FOR RPTD USE ONLY: Program: STF Discretionary

STATEMENT FOR OREGON RACIAL AND ETHNIC IMPACT STATEMENT

GRANT #31363

July 5, 2016

The proposal in this application has a unique positive impact on minority populations by continuing or improving the indicated populations' opportunities to access public transportation services for mobility needs.

This application was developed in consultation with the applicant's advisory committee.

2016 FUND EXCHANGE AGREEMENT
2016 Curry County Road Improvement Project
Curry County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and Curry County, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the 2016 Curry County Road Improvement Project, hereinafter referred to as "Project."
2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange 2016 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$94 state for \$100 federal

4. Based on this ratio, Agency wishes to trade \$546,885.00 federal funds for \$514,071.90 state funds.
5. The term of this Agreement will begin upon execution and will terminate two (2) years after all required signatures are obtained unless extended by an executed amendment.

6. The Parties agree that the exchange is subject to the following conditions:
- a. The federal funds transferred to State may be used by State at its discretion.
 - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
 - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
 - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
 - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
 - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$514,071.90. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
 - e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
 - f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
 - g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a quarterly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$514,071.90, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
- l. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
 - i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:

- A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
- iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on December 18, 2014, as a part of the 2015-2018 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on June 3, 2016.

Signature Page to Follow

CURRY COUNTY, by and through its
elected officials

By _____

Date _____

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Counsel

Date _____

Agency Contact:

Doug Robbins
Roadmaster
28425 Hunter Creek Road
Gold Beach, OR 97444
541-247-7097
robbinsd@co.curry.or.us

State Contact:

Jeanette Denn
Region 3 Agreement Coordinator
3500 NW Stewart Parkway
Roseburg, OR 97470
541-957-3508
Jeanette.m.denn@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Region 3 Manager

Date _____

By _____

Agreement Coordinator

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Date _____

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

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

AGENDA ITEM TITLE: Bid Award -South County Inlay & Overlay - 2016 with Contract Signatory Authority to the Roadmaster.

AGENDA DATE^a: July 20th, 2016 **DEPARTMENT:** Roads **TIME NEEDED:** 3 Min.

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

CONTACT PERSON: Doug **PHONE/EXT:** 3393 **TODAY'S DATE:** 7/11/16

BRIEF BACKGROUND OR NOTE^b: The South County Inlay & Overlay Project was put out for competitive bidding on June 15th. Bids were opened at 11am Tuesday July 5th in our office, we received 1 bid for the project. Tidewater Contractors, Inc. bid came in at \$814,905.25 which was under our budget for the project. This Project is budgeted in our 2016 - 2017 physical year. I recommend awarding the project to Tidewater Contractors, Inc. with signatory authority to the Roadmaster.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Contract

(1) Bid Results

(2)

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: Administrative Actions

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

(If Yes, brief detail) Legal and binding

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

SOUTH COUNTY INLAY & OVERLAY - 2016

Received Bid Results

JULY 5TH, 2016

Bid opening @ 11:00:00 A.M.
Subcontractor disclosure due 2:00:00 PM

BID SUMMARY

Company	Total Price
<u>Tidewater Contractors, Inc.</u>	<u>\$814,905.25</u>

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

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

AGENDA ITEM TITLE: Cost of Living Adjustment for Road Department

AGENDA DATE^a: July 20th, 2016 **DEPARTMENT:** Roads **TIME NEEDED:** 5 Min.

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

CONTACT PERSON: Doug **PHONE/EXT:** 3393 **TODAY'S DATE:** 7/11/16

BRIEF BACKGROUND OR NOTE^b: Breif discusssion on a COLA for Road Department

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

(1)

(2)

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) It would increase salaries and related items.
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:

***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: 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

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

From: Carrie.L.Vigue@ojd.state.or.us
Sent: Friday, July 08, 2016 11:44 AM
To: huxley@co.curry.or.us; Susan Brown; David Brock Smith
Cc: BOC Office
Subject: Fw: Mediation Services Update for Coos-Curry Family Law Plan
Attachments: Coos-Curry Family Law Plan 2016 Official Update.docx

Good morning,

On May 31, 2016, I sent out an email requesting approval of the updated Coos-Curry Family Law Plan. I wanted to check back to see if you have been able to review it, and if so, get your position on the updated plan.

The attached plan was updated to include language regarding county/court funded mediation sessions. In accordance with ORS 3.434(4), the plan must be approved by county commissioners before it can be sent to the Chief Justice of the Supreme Court, the House of Representatives and the Oregon State Senate who represent our area. To date, the updated plan has been approved by our Presiding Judge, Richard L. Barron, the Coos-Curry Family Law Advisory committee and the commissioners of Coos County.

Please review the attached Coos-Curry Family Law Plan and let me know your position by no later than 5:00 PM on Friday, July 29th, 2016. If you have any questions and/or concerns please contact me at the phone number provided below.

(See attached file: Coos-Curry Family Law Plan 2016 Official Update.docx)

Thank you for your continued service and support,

Carrie Vigue
Carrie Vigue
Court Facilitator
Coos County Circuit Court
250 N. Baxter
Coquille, OR 97423
(541) 396-7576

2007 ORS § 3.434¹

Adoption of coordination plan for services

- **local family law advisory committees**
- **plan contents**

(1) No later than January 1, 1999, the presiding judge of each judicial district shall adopt a plan to coordinate the provision of services to families involved in domestic relations or other family court proceedings.

(2) The presiding judge of the judicial district shall establish a local family law advisory committee for the judicial district. The committee will prepare the plan required by subsection (1) of this section. The membership of the local advisory committee must reflect the diversity of the judicial district and must include, in addition to the presiding judge or a judge designated by the presiding judge, the trial court administrator and business, social service, community and government representatives who must be knowledgeable in family and family law issues. In judicial districts composed of more than one county, the presiding judge may establish a local advisory committee in each county or establish one or more committees to serve multiple counties.

(3)(a) At a minimum, the local family law advisory committee shall address the following in the plan:

(A) Mandates for mediation of child custody or parenting time disputes, requiring each party to attend either a group or private mediation orientation session;

(B) Methods of coordinating cases when the same child or family is involved in multiple cases; and

(C) The need for, and provision of, conciliation services, mediation services, child custody evaluations, parent education and visitation services.

(b) The local advisory committee may include other elements in the plan, including but not limited to:

(A) The need for, and provision of, services relating to prevention and early intervention; and

(B) The use of settlement options such as mediation, conciliation, arbitration and settlement conferences.

(c) The local advisory committee shall include in the plan a list of mediators qualified to provide mediation in cases involving spousal support and division of property issues. Once the list is developed, the judicial district shall maintain the list.

(4) The local family law advisory committee shall present the plan to the county governing body of each county within the judicial district and to the presiding judge of the judicial district for their approval. The local advisory committee shall send copies of the plan to the Chief Justice of the Supreme Court and those members of the Oregon House of Representatives and the Oregon Senate who represent the areas within the judicial district.

(5) The local family law advisory committee may assist in implementing, monitoring and revising the plan. The local advisory committee, working in conjunction with legal service providers, may coordinate access to family law resources, including family law facilitation and other services. [1997 c.801 §135; 1999 c.1081 §8; 2007 c.71 §3]



**TRIAL COURT ADMINISTRATION
Fifteenth Judicial District
Coos County Courthouse
250 North Baxter Street
Coquille, Oregon 97423
(541) 396-4064**

COOS-CURRY FAMILY LAW PLAN

ORS 3.434(1) requires that the “presiding judge of each judicial district adopt a plan to coordinate the provisions of services to families involved in domestic relations or other family court proceedings.” Subsection 2 allows the presiding judge to “establish one or more committees to serve multiple counties.” In the summer of 1998, Coos County established the Family Law Advisory Committee, at which time the Curry County Judges requested that the presiding judge of Coos and Curry Counties, make the Coos Family Law Advisory Committee the Family Law Advisory Committee for both Coos and Curry Counties. It was agreed and this plan will be the plan for Coos and Curry Counties.

At a minimum, the plan is required to address three matters. First, it must describe “mandates for mediation of child custody or parenting time disputes, requiring each party to attend either a group or private mediation orientation.” Second, it must discuss “methods for coordinating cases when the same child or family is involved in multiple cases.” Finally, it must state the “need for, and provisions of, conciliation services, mediation services, child custody evaluations, parent education and visitation service.”

Individuals involved in dissolutions with children, child custody or parenting time disputes are required to attend a one hour group mediation orientation class with a court approved mediator. Parties without children are not required to attend the group orientation class. In addition to mediation orientation, individuals with children are also required to attend a four hour group parent education class. Both group sessions shall be paid at the rate of \$80.00 per hour with court mediation funds. Parties involved in the same case will not be allowed to attend together. Participation in both classes is mandatory and must be completed prior to the court signing a judgment unless an Order of Default has been entered by the court or the court waives attendance for good cause shown by motion and affidavit. A court approved on-line mediation orientation class and parent education class may be substituted for the above requirements if a party lives outside of Coos and Curry Counties and they have received prior approval from the court. Sanctions may be imposed by the court if a party fails to comply.

In Coos County, as long as funds are available to cover the cost of private mediation sessions, parties may voluntarily meet with a court approved mediator. The county will pay for a maximum of four hours of private mediation, which includes screening, at the rate of \$100.00 per hour. In addition, the county will only pay for one four hour private mediation session per

case. Parties in a dispute who wish to continue mediating or wish to mediate in future disputes may do so at their own expense. In Curry County, funding does not allow for court funded mediation. Parties wishing to mediate can do so at their own expense. Parties may also ask a judge to hold a settlement conference to help the parties resolve their disputes. Parties with a current restraining order or other court order prohibiting contact will not be allowed to mediate.

Potential mediators must meet the minimum requirements as outlined in the *Oregon Judicial Department Court-Connected Mediator Qualifications Rules* before they can apply. Applicants will be screened by the presiding judge who will also be the determining authority. Mediators selected by the presiding judge shall be placed on a court approved mediator list and only those listed will be entitled to payment through the county mediation fund.

Coos and Curry Counties do not have a family law department. In Coos County, one judge presides over all juvenile cases. All judges share responsibility for dissolution, custody, modifications (if there are children), support, contempt and paternity. Restraining orders, guardianships of minors, other than guardian ad litem, and related criminal cases are included as a family court case if designated by the presiding judge. In Curry County, the judges also share in the responsibilities as outlined above. Cases where the same child or family is involved shall be related to each other in the current data system by the court clerk. Parties may ask the court to consolidate cases for hearing or trial purposes by filing a motion and affidavit.

Currently funding does not allow the court to provide conciliation services, mediation services for property or spousal support, child custody evaluations, parent education or visitation services. Parties may seek these services, with permission of the court, but at their own expense.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of Supporting Federal)
And State Constitutional Citizens)
Rights to Keep and Bear Arms)

RESOLUTION No. R201510

WHEREAS, the Curry County Board of Commissioners and Elected Officials across the Great State of Oregon are sworn into their respective positions by taking an oath of office to uphold the Constitution of the United States of America and the Constitution of the Great State of Oregon; and

WHEREAS, the Second Amendment to the Constitution of the United States of America states, *"A well-regulated Militia being necessary to the security of a free State, the right of the People to keep and bear arms, shall not be infringed"*; and

WHEREAS, Article 1, Section 27 of the Constitution of the Great State of Oregon states, *"The people shall have the right to bear arms for the defense of themselves, and the State, but the Military shall be kept in strict subordination to the civil power"*; and

WHEREAS, Article 1, Section 33 of the Constitution of the Great State of Oregon states, *"This enumeration of rights and privileges shall not be construed to impair or deny others retained by the people"*; and

WHEREAS, the criminal misuse of firearms is due to the fact that criminals do not obey laws and thus is not a reason to deny the Constitutional right to keep and bear arms by law-abiding citizens; and

WHEREAS, the Curry County Board of Commissioners recognize that the first and last protectors of the United States Constitution are the people of the United States, and that the ability of the people to fulfill that role rests in large part with the peoples' right to bear arms as stated in the Constitutions of the United States of America and the Great State of Oregon; and

WHEREAS, Section 1 of the Fourteenth Amendment to the Constitution of the United States of America states, *"No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws"*; and

WHEREAS, the Fourteenth Amendment to the Constitution of the United States of America clearly defines that the fundamental freedoms relating to the Second Amendment to the Constitution of the United States of America to have the right to keep and bear arms may not be infringed; and

WHEREAS, the rights of the people to keep and bear arms are further protected from infringement by State and Local Governments under the Ninth and Tenth Amendments to the Constitution of the United States of America as well as Article 1 of the Constitution of the Great State of Oregon; and

WHEREAS, the Supreme Court of the United States of America in *District of Columbia v. Heller* upheld the individual rights to bear arms as protected by the Second Amendment of the Constitution of the United States of America with Justice Scalia's opinion stating that the Second Amendment protects an individual's right to possess a firearm unconnected with service in a militia, and to use that firearm for traditionally lawful purposes, such as self-defense within the home; and

WHEREAS, the Supreme Court of the United States of America in *McDonald v. Chicago*, invalidated Chicago's handgun ban and held the Second Amendment to the Constitution of the United States of America applies to the States;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY RESOLVES:

That Curry County strongly affirms our commitment to the rights and liberties enshrined within the Constitution of the United States of America and the Constitution of the Great State of Oregon; and

That Curry County opposes any state or federal law that abridges or is contrary to the provisions of the Constitutions of the United States of America and the Great State of Oregon preserving the people's right to keep and bear arms; and

That Curry County strongly supports the right of the people to keep and bear arms as stated in the Constitution of the United States of America, and the Constitution of the Great State of Oregon as interpreted by the United States Supreme Court and the Oregon Supreme Court, and vigorously opposes any state or federal law that unconstitutionally infringes upon these rights; and

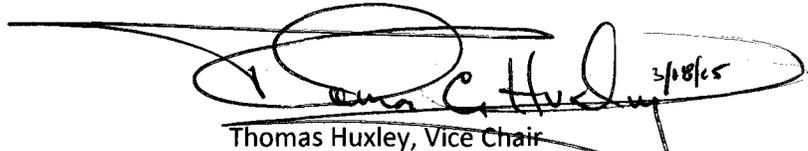
That any laws enacted that violate or infringe upon the Constitution of the United States of America or the Constitution of the Great State of Oregon would be in direct conflict and violation of the Oath of Office taken to fulfill the duties of the Elected Position represented.

DATED this 4th day of March, 2015.

BOARD OF CURRY COUNTY COMMISSIONERS


Susan Brown, Chair

Drafted By:
Commissioner David Brock Smith

 3/18/15
Thomas Huxley, Vice Chair

Approved as to Form:


M. Gerard Herbage
Curry County Legal Counsel


David Brock Smith, Commissioner

**2016 Curry County State of Oregon
Second Amendment Preservation Ordinance**

1. Section 1.

2. THE PEOPLE OF CURRY COUNTY FIND THAT:

- 3. Whereas** the Declaration of Independence states that people are "endowed by their Creator with certain unalienable Rights, to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed."
- 4. Whereas** it is the natural tendency of civil government to expand beyond the limits of its rightful Constitutional charge and to usurp authority and power which has not been given to it through the delegated consent of the governed.
- 5. Whereas** whenever the ends of government are perverted, public liberty is manifestly endangered or threatened and all other means of redress are ineffectual, the People may, and of right ought to, reestablish the original spirit of Constitutional liberty.
- 6. Whereas** non-resistance against arbitrary power and oppression is absurd, slavish and destructive to the good and happiness of mankind.
- 7. Whereas** John Adams wrote in A Dissertation on the Canon and Feudal Law (1765): "I say RIGHTS, for such they (the people) have, undoubtedly, antecedent to all earthly government, - Rights, that cannot be repealed or restrained by human laws - Rights, derived from the great Legislator of the universe."
- 8. Whereas** the Supreme Court found in *Miranda v. Arizona* - page 384 U.S. 491: "Where rights secured by the constitution are involved, there can be no rule making or legislation which would abrogate them."
- 9. Whereas** Justice Thomas M. Cooley in *People v. Hurlbut* 24 Mich. 44, page 108 (1871) surmises: "The State may mould local institutions according to its views of policy or expediency; but local government is matter of absolute right; and the state cannot take it away."
- 10. Whereas** the Constitution of the United States is the Supreme Law of the Land.

- 11. Whereas** the Second Amendment to the Constitution of the United States of America states: "A well-regulated Militia being necessary to the security of a free State, the right of the People to keep and bear Arms, shall not be infringed."
- 12. Whereas** the Supreme Court, in the District of Columbia v. Heller (2008) decision, affirmed the right to keep and bear arms is unconnected to any service in a militia;
- 13. Whereas** the Supreme Court, in United States v. Miller (1939), opined that firearms that are part of ordinary military equipment, with use that could contribute to the common defense, are protected by the Second Amendment;
- 14. Whereas** The Ninth Amendment to the Constitution of the United States of America states: "the enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people," - protects ancillary rights that are closely related to the right to keep and bear arms protected by the Second Amendment; including the right to manufacture, transfer, buy and sell firearms, firearm accessories and ammunition. Hereinafter these shall be referred to as "ancillary firearm rights".
- 15. Whereas** the Tenth Amendment to the Constitution of the United States of America states: "The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people."
- 16. Whereas** Article 1, section 27 of the Constitution of the State of Oregon states: "The people shall have the right to bear arms for the defense of themselves, and the State, but the Military shall be kept in strict subordination to the civil power."
- 17. Whereas** Article 1, section 33 of the Constitution of the State of Oregon states: "This enumeration of rights and privileges shall not be construed to impair or deny others retained by the people." This section protects ancillary firearms rights that are closely related to the right to keep and bear arms protected by Article 1, section 27 of the Constitution of the State of Oregon.
- 18. Whereas** the Fourteenth Amendment to the Constitution of the United States of America, Section 1 states: "No state shall make or enforce any law which shall abridge the

privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

19. Whereas the Fourteenth Amendment to the Constitution of the United States of America further guarantees the fundamental freedoms relating to the firearms, protected by the Second, Ninth, and Tenth Amendments, against infringement by state and local governmental action.

20. Whereas it is apparent that most current or proposed federal mandates, such as presidential executive orders and other acts, laws, orders, mandates, rules or regulations regarding the restriction or confiscation of firearms, firearm accessories or ammunition, violate the Second, Ninth and Tenth Amendments to the Constitution of the United States of America.

21. Whereas it is apparent that most current or proposed state bills, such as the defeated HB3200 of 2013, recently introduced draft LC 154, and other state acts, laws, orders, mandates, rules or regulations regarding the restriction or confiscation of firearms, firearm accessories or ammunition, violate the Fourteenth Amendment to the Constitution of the United States of America, and Article 1 sections 27 and 33 of the Constitution of the State of Oregon.

22. Whereas it is therefore the duty of the People of Curry County, through the agency of the lesser magistrates - local elected officials and Sheriff - to challenge the civil government when and where it exceeds or threatens to exceed its bounds.

23. Section 2

24. THEREFORE, THE PEOPLE OF CURRY COUNTY DO ORDAIN AS FOLLOWS:

25. A. This 2nd Amendment Preservation Ordinance

26. To preserve the right of the People of, on and in Curry County to:

1. Keep and bear arms as originally understood; in self-defense and preservation, and in defense of one's community and country.

2. Freely manufacture, transfer, sell and buy firearms, firearm accessories and ammunition, which are designed primarily for the same purposes.

27. **B.** These rights are retained by the People and protected by the aforementioned Constitution of these United States, and the Constitution of the State of Oregon.

28. **C.** Any regulation of the right to keep and bear arms or ancillary firearms rights that violate the Second, Ninth, Tenth or Fourteenth Amendments to the Constitution of the United States of America, or Article 1, sections 27 and 33 of the Constitution of the State of Oregon, as articulated herein, shall be regarded by the People on and in Curry County as unconstitutional; a transgression of the Supreme Law of the Land and its spirit of Liberty, and therefore by necessity void ab initio.

29. **D.** The People on and in Curry County do resolve by this instrument that:

1. The Curry County Government will not authorize or appropriate governmental funds, resources, employees, agencies, contractors, buildings, detention centers or offices for the purpose of enforcing any element of such acts, laws, orders, mandates, rules or regulations, that infringe on the right by the People to keep and bear arms, including, but not limited to the following:

30. **a)** Registration requirements for existing lawfully owned firearms;

31. **b)** Prohibitions, regulations, and/or use restrictions related to ownership of non-fully automatic firearms, including but not limited to semi-automatic firearms; including semi-automatic firearms that have appearance or features similar to fully automatic firearms and/or military "assault style" firearms;

32. **c)** Prohibition, regulations, and/or use restrictions limiting hand grips, stock, flash suppressors, bayonet mounts, magazine capacity, clip capacity, internal capacity, or types of ammunition available for sale, possession or use;

33. **d)** Registration and background check requirements beyond those customarily required at time of purchase prior to December 2012;

34. **e)** Restrictions prohibiting the possession, carry or transport of lawfully acquired

firearms or ammunition by law abiding adult citizens or minors supervised by adults.

35. f) This Ordinance acknowledges provisions of preexisting law that:

1. Prohibit the possession of firearms by certain felons per ORS 166.270;
2. Prohibit the purchasing or possession of firearms by individuals who have been adjudicated mentally ill and a danger to self and others per ORS 426.130.
3. Prohibit the possession of unlawful machine guns, short-barreled shot guns and silencers per ORS 166.272.
4. Prohibit the possession of unlawful concealed firearms, or possession by minors per ORS 166.250.
5. Prohibit the possession of firearms in public buildings or court facilities per ORS 166.360-166.370.
6. Prohibit the possession of firearms to certain convicted domestic violence perpetrators under the Gun Control Act of 1968.

36. F) It shall be the duty of the Sheriff of Curry County to determine as a matter of internal policy and county concern per ORS 203.035, whether any federal, state or local regulation affecting firearms, firearms accessories and ammunition, that is enforceable within his/her jurisdiction, violates the Second, Ninth, Tenth or Fourteenth Amendments to the Constitution of these United States, or Article 1, sections 27 and 33 of the Constitution of the State of Oregon, as articulate herein. The Sheriff will use pro bono legal advice as available.

37. Section 3

38. PENALTIES

39. A. Anyone within the jurisdiction of Curry County, Oregon found in violation of this ordinance may be made a defendant in a civil proceedings by the county seeking redress of the violation, per ORS 203.065.

40. B. Fines recovered under ORS 203.030 - 203.075 shall be paid to the Clerk of the Court in which recovery is had. After first deducting court costs in the proceedings, the Clerk

shall pay the remainder to the Treasurer of the county for the general fund of the county, per ORS 203.065.

41. C. A civil offense against this ordinance is a Class A violation, per ORS 203.065, which a maximum fine of \$2,000 for an individual, and \$4,000 for a corporation, per ORS 153.01.

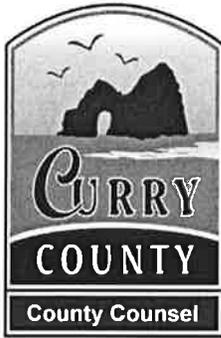
42. D. Any peace officer, as defined by ORS 161.015, may enforce this ordinance, adopted under ORS 203.035.

43. E. Under county authority per ORS 203.035, enforcement of this ordinance is in alliance with the oath to uphold and defend the Constitution of the United States, and the Constitution of the State of Oregon, which the elected officials and officers of Curry County are being held to by the People of this county. It is primarily in their scope of duties, and may indemnify them against certain liability per ORS 30.285.

44. Section 4

45. A. EFFECTIVE DATE

46. This ordinance shall take effect on the 30th day of being approved by a majority of those voting on the ordinance, per ORS 198.570.



Curry County Counsel

John Huttli, Curry County Counsel
94235 Moore St., Suite 123
Gold Beach, Oregon 97444
(541) 247-3218
huttli@co.curry.or.us

CONFIDENTIAL MEMORANDUM

To: County Clerk Reneé Kolen

From: John Huttli

Date: June 23, 2016

Re: Proposed Initiative Petition

Overview

This is a confidential memorandum pursuant to ORS 192.502(1), and the attorney-client privilege. The privilege of confidentiality is yours, and if you wish to make this memo available to the public, that is your decision. In making your decision, please be advised that ORS 192.501(1) explains that:

“This exemption shall not apply unless the public body shows that in the particular instance the public interest in encouraging frank communication between officials and employees of public bodies clearly outweighs the public interest in disclosure.”

On June 17, 2016, a prospective initiative petition for a county measure entitled “Curry County 2nd Amendment Preservation Ordinance” was filed with the Curry County Clerk/Elections office. You have forwarded the proposed initiative to me for review. With the initiative you have requested that I respond to the following question:

“Does the proposed initiative meet the requirements as referred to in ORS 250.168, section 1, Article IV, and section 10, Article VI of the Oregon Constitution?”

As you indicated in your request, the Clerk must decide the question in writing not later than the fifth business day after receiving the prospective petition. The purpose of this memo is to assist you in responding under the statutory timeline.

///

At this stage of the process there are only two proper legal limitations on the proposed charter that can be reviewed. The first is that a proposed law shall embrace one subject only and matters properly connected therewith.

The second limitation is that the subject matter must be legislative, not administrative. At this time it is not appropriate to address whether the proposed initiative, if adopted, would violate other sections of the Constitution. As such, I do not now offer any opinions on that topic.

Single Subject

Article IV, section 1 (2) (d) states:

An initiative petition shall include the full text of the proposed law or amendment to the Constitution. A proposed law or amendment to the Constitution shall embrace one subject only and matters properly connected therewith.

Oregon Courts have described the restrictions contained in the above language.

“***[T]he central purpose of the single-subject requirement was to prevent the practice of inserting two or more unrelated provisions into a single bill--commonly known as "log-rolling"--so that legislators favoring one provision would be compelled to vote for the bill despite their opposition to the other provisions. If log-rolling were not prohibited, several provisions could become law that, standing alone, could not have succeeded on their own merits. Id. at 95, 727 P2d 602.

More recently, in State ex rel. Caleb v. Beesley, 326 Or 83, 89-91, 949 P2d 724 (1997), this court reviewed the case law interpreting both section 1(2)(d) and section 20 of Article IV. In that case, which involved legislation enacted by both the legislature and initiative petition, the court concluded:

“This court's one-subject decisions demonstrate that an enactment that embraces only one subject does not violate the one-subject provisions of Article IV merely by including a wide range of connected matters intended to accomplish the goal of that single subject.” Id. at 91, 949 P2d 724.

Rather, the court must examine the body of the measure to determine whether the proposed law or amendment contains "a unifying principle logically connecting all provisions in the act [or amendment], such that it can be said that the measure embraces one subject only." Ibid. (internal quotation marks and brackets omitted). See also McIntire v. Forbes, 322 Or 426, 443-44, 909 P2d 846 (1996) (setting out that approach under Article IV, section 20). The Caleb court concluded that,

because the provisions of the enactment at issue facilitated a single goal and were pertinent and germane to one overall subject, the enactment did not violate Article IV, section 1(2)(d). 326 Or at 92-93, 949 P2d 724.

Armatta v. Kitzhaber, 327 Or 250, 272-73, 59 P2d 49 (1998).

In State v. Mercer, 344 P3d 109, 112-13, the court described two different outcomes under the restrictions.

It explained that in Fugate, a comprehensive law that contained the prosecution and conviction of persons accused of crime logically connected and unified the provisions that created the process of criminal law enforcement, victims' rights and sentencing and restitution.

It described the McIntire case where a law was found not to meet the single subject requirement because it covered eight different subjects across unrelated areas of substantive law:

“*** (1) provides state funding [and land use procedures] for light rail, (2) expands the availability of card-lock service stations, (3) promotes ‘regional problem solving’ in land use matters, (4) regulates confined animal feeding, (5) preempts local pesticide regulation, (6) adopts new timber harvesting rules, (7) grants immunity to shooting ranges for ‘noise pollution,’ and (8) protects salmon from cormorants.”

Based on the above, it is difficult, but not impossible to violate the single-subject requirement.

Legislative vs. Administrative

The power of electors to initiate local measures is limited to those that are legislative in nature. Through case law, a distinction between legislative matters, which are appropriate for the ballot, and administrative matters, which are not proper for the ballot, have developed.

The Oregon Supreme Court has defined legislative activity as “making laws of general applicability and permanent nature,” as opposed to decisions implementing such general rules. (See Foster v. Clark, 309 Or 464, 472(1990), as well as Monahan v. Funk, 137 Or 580, (1931), and Lane Transit District v. Lane County, 327Or 161.1998)). To illustrate the law, I will describe a couple of the cases below.

Foster v. Clark, *supra.*, involved an initiative petition that submitted the following question to the voters: “Shall Martin Luther King, Jr. Boulevard be renamed Union Avenue?” Plaintiffs, two resident voters in the City of Portland, then brought a declaratory judgment action on the ground that the measure was not municipal legislation, and therefore not a proper subject for an initiative measure under Section 1(5), Article IV of the Oregon Constitution. At the time of the initiative the City had in

place a method to be used for renaming streets within the Portland City Code. Those PCC sections contained a complete scheme for changing Portland city street names, including rules on petition forms, fees, review by various city officials, and final consideration by the City Council. The Court then said “This represents a completed legislative plan, requiring no further legislative contribution. Acts of renaming streets under the policies embodied in the plan thereafter become administrative acts, not legislative. In explaining its reasoning the Court also said that “whether a particular municipal activity is “administrative” or is “legislation” often depends not on the nature of the action but the nature of the legal framework in which the action occurs.” Based upon the above reasoning, the Court found that the circuit court was correct in concluding that the proposed measure did not qualify to be placed on the primary ballot.

In Lane Transit District v. Lane County, supra., a proposed initiative measure was filed by Citizens for Responsible Public Transit for a vote by the electors of the Lane Transit District (LTD). The measure, if enacted, would have reduced the current salary of LTD’s general manager, and would have established procedures by which the salary could be increased. The Court was called on to decide whether the measure was legislative or administrative in nature. In analyzing this case the Court found that a completed legislative plan for the appointment, compensation, and removal of a transit district general manager is declared in ORS 267.135 and ORS 267.200(5). Taken together, the Court said these statutes “declare as legislative policy of the state that the board of a transit district shall have the power to appoint a general manager for the district, to fix the terms of employment for that position, including compensation (i.e., salary and benefits), and to remove the general manager. This legal structure, like the City of Portland’s street–naming policy at issue in Foster, constitutes a “completed legislative plan” for LTD’s appointment, compensation, and removal of a general manager. Foster, 309 Or at 473. This completed legislative plan requir[es] no further legislative contribution.” Id. For this reason the Court found that the measure was administrative, and that the trial court properly removed the proposed initiative measure from the ballot.

The Proposed Petition

The proposed petition section 1 is entitled “Findings” and includes twenty-two (22) “Whereas” clauses, covering three pages and describes multiple sections from the United States and Oregon Constitutions, court cases, as well as miscellaneous papers and writings, and broad statements and proclamations.

The proposed petition section 2 is the enactment clause which “Ordains” and then includes an interpretation of the language keep and bear arms “as originally understood” to “Freely manufacture, transfer, sell and buy firearms, firearm accessories and ammunition which are designed primarily for the same purposes; presumably “self-defense,” “preservation” and “defense of one’s community” and [defense of one’s] country.

Sections B retains these rights by the People.

Section C states that any regulation of the aforementioned described right to keep and bear arms or ancillary firearms rights that violate certain provisions of the United States and Oregon Constitutions shall be regarded by the People on and in Curry County as unconstitutional; a transgression of the Supreme law of the Land and its spirit of Liberty and void ab initio.

Section 2 D states that the people “do resolve by this instrument that:”

The Curry County Government will not authorize or appropriate governmental funds, resources, employees, agencies, contractors, buildings, detention centers or offices for the purpose of enforcing any element of such acts, laws, orders, mandates, rules or regulations that infringe on the right by the People to keep and bear arms, including but not limited to the following:

- Registration requirements for existing lawfully owned firearms;
- Prohibitions, regulations and/or use restrictions related to ownership of non-fully automatic firearms, including but not limited to semi-automatic firearms’ including semi-automatic firearms that have appearance or features similar to fully automatic firearms and/or military “assault style” firearms;
- Prohibitions, regulations, and/or use restrictions limiting hand grips, stock, flash suppressors, bayonet mounts, magazine capacity, clip capacity, internal capacity, or types of ammunition available for sale, possession or use;
- Registration and background check requirements beyond those customarily required at time of purchase prior to December 2012;
- Restrictions prohibiting the possession, carry or transport of lawfully acquired firearms or ammunition by law abiding adult citizens or minors supervised by adults.

This ordinance acknowledges provisions of preexisting law that

- Prohibit the possession of firearms by certain felons per ORS 166.270;
- Prohibit the purchasing or possess of firearms by individuals who have been adjudicated mentally ill and a danger to self and others per ORS 426.130.
- Prohibit the possession of unlawful machine guns, short-barreled shot guns and silencers per ORS 166.272.
- Prohibit the possession of unlawful concealed firearms, or possession by minors per ORS 166.250.
- Prohibit the possession of firearms in public buildings or court facilities per ORS 166.360-166.370.
- Prohibit the possession of firearms to certain convicted domestic violence perpetrators under the Gun Control Act of 1968.

The initiative contains a section 2F which states

It shall be the duty of the Sheriff of Curry County to determine as a matter of internal policy and county concern per ORS 203.035, whether any federal, state or local regulation affecting firearms, firearms accessories and ammunition, that is enforceable within his/her jurisdiction, violates the Second, Ninth, Tenth or Fourteenth Amendments of the Constitution of these United States, or Article 1, sections 27 and 33 of the Constitution of the State of Oregon as articulate[d] herein. The sheriff will use pro bono legal advice as available.

The initiative describes penalties

Anyone within the jurisdiction of Curry County, Oregon found in violation of this ordinance may be made a defendant in a civil proceedings by the county seeking redress of the violation per ORS 203.065.

Fines recovered under ORS 203.030 – 203.075 shall be paid to the Clerk of the Court in which recovery is had. After first deducting court costs in the proceedings, the Clerk shall pay the remainder to the Treasurer of the county for the general fund of the county, per ORS 203.065.

A civil offense against this ordinance is a Class A violation per ORS 203.065, which a maximum fine of \$2,000 for an individual and \$4000 for a corporation, per ORS 153.01[8].

Any peace officer as defined by ORS 161.015 may enforce this ordinance adopted under ORS 203.035.

Under county authority per ORS 203.035, enforcement of this ordinance is in alliance with the oath to uphold and defend the Constitution of the United States, and the Constitution of the State of Oregon, which the elected officials and officers of Curry County are being held to by the People of this county. It is primarily in their scope of duties, and may indemnify them against certain liability per ORS 30.285.

Conclusion

Based on the above authorities, it can be determined that the “Whereas” clauses 3, 4, 5, 6, 7, when considered in the context of the purposes of the initiative violate the single subject requirement. By including other provisions with the Second Amendment and Oregon Bill of Rights related provisions it could be seen as logrolling to get votes that it otherwise would not get.

It can be found that all of the “Whereas” clauses, and the first sentence of clause 43 of the initiative make no law and instead merely reaffirm or declare existing principles and are therefore not legislative.

It can be found that clause 36 of the initiative violates the prohibition against administrative subjects because it directs the sheriff how to enforce the laws.

It can be found that the first sentence of clause 36 of the initiative violates the requirement that the initiative be on a matter of legislation because it restates the law and makes no law.

It can be found that clause 36 of the initiative violates the prohibition against administrative subjects because it directs the sheriff how to determine a “matter of internal policy.”

It can be found that the last sentence of clause 36 of the initiative violates the prohibition against administrative subjects because it directs the sheriff to use pro bono legal counsel. The County currently has a comprehensive system to address the Sheriff’s legal needs, with both an elected State District Attorney and an appointed County Counsel.

For the above reasons, you can conclude that the initiative as a whole fails the requirement that initiatives be legislative and not administrative or other non-legislative subject. Because of the wide variety of subjects in the “whereas” clauses and because it contains administrative provisions it may violate the single subject requirement.

Again, this memorandum is limited to the analysis of “single subject” and “legislative” restrictions under the law for initiatives. It does not examine or address any other possible constitutional or sub-constitutional legal issues presented by the proposed initiative.

A handwritten signature in black ink, appearing to read "John R. Hutt". The signature is fluid and cursive, with a large initial "J" and "H".

John R. Hutt
Curry County Legal Counsel

Prospective Petition

Local Initiative and Referendum

RECEIVED
 JUN 17 2016
 10:00 AM

SEL 370

REV 01/16 ORS 250.045,
250.165, 250.265, 255.135

Warning Supplying false information on this form may result in conviction of a felony with a fine of up to \$125,000 and/or prison for up to 5 years. Each chief petitioner is required to provide, on the same form, their name, residence address, a contact phone number and a signature attesting that the information on the form is true and correct. Changes to the information provided for a chief petitioner or to the circulator pay status below must be reported to the Elections Division no later than the 10th day after you first have knowledge or should have had knowledge of the change.

Petition Information	Type
This filing is an <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Initiative <input type="checkbox"/> Referendum

Jurisdiction	Some Circulators may be Paid
<input checked="" type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> District	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Title Subject or name you give your petition.
 Curry County 2nd Amendment Preservation Ordinance

Website if applicable

Petition Correspondence Select the method of receiving notices or other correspondence from the Filing Officer.

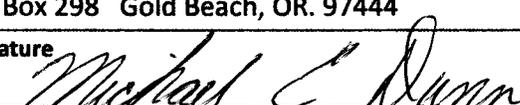
Correspondence Recipient Email Chief Petitioners Mail Chief Petitioners

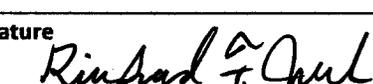
Recipient Information

Name	Email Address

Chief Petitioner Information At least one original chief petitioner must remain throughout the petition process or the petition is void.

→ By signing this document, I hereby state that all information on the form is true and correct and attest that no circulators will be compensated money or other valuable consideration on this petition based on the number of signatures obtained by the circulator.

Name Michael E Dunn	Contact Phone 530-640-4887
Residence Address street, city, state, zip 95800 Timber Hill Rd. Gold Beach, OR. 97444	
Mailing Address if different PO Box 298 Gold Beach, OR. 97444	Email Address modocmike@hotmail.com
Signature 	Date Signed 6-17-16

Name Richard F Jark	Contact Phone 562-366-6999
Residence Address street, city, state, zip 16120 W Hoffeldt LN. Brookings, OR. 97415-9455	
Mailing Address if different	Email Address sentient.one@verizon.net
Signature 	Date Signed 6-16-16

Name	Contact Phone
Residence Address street, city, state, zip	
Mailing Address if different	Email Address
Signature	Date Signed

**2016 Curry County State of Oregon
Second Amendment Preservation Ordinance**

1. Section 1.

2. THE PEOPLE OF CURRY COUNTY FIND THAT:

3. Whereas the Declaration of Independence states that people are "endowed by their Creator with certain unalienable Rights, to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed."

4. Whereas it is the natural tendency of civil government to expand beyond the limits of its rightful Constitutional charge and to usurp authority and power which has not been given to it through the delegated consent of the governed.

5. Whereas whenever the ends of government are perverted, public liberty is manifestly endangered or threatened and all other means of redress are ineffectual, the People may, and of right ought to, reestablish the original spirit of Constitutional liberty.

6. Whereas non-resistance against arbitrary power and oppression is absurd, slavish and destructive to the good and happiness of mankind.

7. Whereas John Adams wrote in A Dissertation on the Canon and Feudal Law (1765): "I say RIGHTS, for such they (the people) have, undoubtedly, antecedent to all earthly government, - Rights, that cannot be repealed or restrained by human laws - Rights, derived from the great Legislator of the universe."

8. Whereas the Supreme Court found in Miranda v. Arizona - page 384 U.S. 491: "Where rights secured by the constitution are involved, there can be no rule making or legislation which would abrogate them."

9. Whereas Justice Thomas M. Cooley in People v. Hurlbut 24 Mich. 44, page 108 (1871) surmises: "The State may mould local institutions according to its views of policy or expediency; but local government is matter of absolute right; and the state cannot take it away."

10. Whereas the Constitution of the United States is the Supreme Law of the Land.

- 11. Whereas** the Second Amendment to the Constitution of the United States of America states: "A well-regulated Militia being necessary to the security of a free State, the right of the People to keep and bear Arms, shall not be infringed."
- 12. Whereas** the Supreme Court, in the District of Columbia v. Heller (2008) decision, affirmed the right to keep and bear arms is unconnected to any service in a militia;
- 13. Whereas** the Supreme Court, in United States v. Miller (1939), opined that firearms that are part of ordinary military equipment, with use that could contribute to the common defense, are protected by the Second Amendment;
- 14. Whereas** The Ninth Amendment to the Constitution of the United States of America states: "the enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people," - protects ancillary rights that are closely related to the right to keep and bear arms protected by the Second Amendment; including the right to manufacture, transfer, buy and sell firearms, firearm accessories and ammunition. Hereinafter these shall be referred to as "ancillary firearm rights".
- 15. Whereas** the Tenth Amendment to the Constitution of the United States of America states: "The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people."
- 16. Whereas** Article 1, section 27 of the Constitution of the State of Oregon states: "The people shall have the right to bear arms for the defense of themselves, and the State, but the Military shall be kept in strict subordination to the civil power."
- 17. Whereas** Article 1, section 33 of the Constitution of the State of Oregon states: "This enumeration of rights and privileges shall not be construed to impair or deny others retained by the people." This section protects ancillary firearms rights that are closely related to the right to keep and bear arms protected by Article 1, section 27 of the Constitution of the State of Oregon.
- 18. Whereas** the Fourteenth Amendment to the Constitution of the United States of America, Section 1 states: "No state shall make or enforce any law which shall abridge the

privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

19. Whereas the Fourteenth Amendment to the Constitution of the United States of America further guarantees the fundamental freedoms relating to the firearms, protected by the Second, Ninth, and Tenth Amendments, against infringement by state and local governmental action.

20. Whereas it is apparent that most current or proposed federal mandates, such as presidential executive orders and other acts, laws, orders, mandates, rules or regulations regarding the restriction or confiscation of firearms, firearm accessories or ammunition, violate the Second, Ninth and Tenth Amendments to the Constitution of the United States of America.

21. Whereas it is apparent that most current or proposed state bills, such as the defeated HB3200 of 2013, recently introduced draft LC 154, and other state acts, laws, orders, mandates, rules or regulations regarding the restriction or confiscation of firearms, firearm accessories or ammunition, violate the Fourteenth Amendment to the Constitution of the United States of America, and Article 1 sections 27 and 33 of the Constitution of the State of Oregon.

22. Whereas it is therefore the duty of the People of Curry County, through the agency of the lesser magistrates - local elected officials and Sheriff - to challenge the civil government when and where it exceeds or threatens to exceed its bounds.

23. Section 2

24. THEREFORE, THE PEOPLE OF CURRY COUNTY DO ORDAIN AS FOLLOWS:

25. A. This 2nd Amendment Preservation Ordinance

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1. Keep and bear arms as originally understood; in self-defense and preservation, and in defense of one's community and country.

2. Freely manufacture, transfer, sell and buy firearms, firearm accessories and ammunition, which are designed primarily for the same purposes.

27. B. These rights are retained by the People and protected by the aforementioned Constitution of these United States, and the Constitution of the State of Oregon.

28. C. Any regulation of the right to keep and bear arms or ancillary firearms rights that violate the Second, Ninth, Tenth or Fourteenth Amendments to the Constitution of the United States of America, or Article 1, sections 27 and 33 of the Constitution of the State of Oregon, as articulated herein, shall be regarded by the People on and in Curry County as unconstitutional; a transgression of the Supreme Law of the Land and its spirit of Liberty, and therefore by necessity void ab initio.

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30. a) Registration requirements for existing lawfully owned firearms;

31. b) Prohibitions, regulations, and/or use restrictions related to ownership of non-fully automatic firearms, including but not limited to semi-automatic firearms; including semi-automatic firearms that have appearance or features similar to fully automatic firearms and/or military "assault style" firearms;

32. c) Prohibition, regulations, and/or use restrictions limiting hand grips, stock, flash suppressors, bayonet mounts, magazine capacity, clip capacity, internal capacity, or types of ammunition available for sale, possession or use;

33. d) Registration and background check requirements beyond those customarily required at time of purchase prior to December 2012;

34. e) Restrictions prohibiting the possession, carry or transport of lawfully acquired

firearms or ammunition by law abiding adult citizens or minors supervised by adults.

35. f) This Ordinance acknowledges provisions of preexisting law that:

1. Prohibit the possession of firearms by certain felons per ORS 166.270;
2. Prohibit the purchasing or possession of firearms by individuals who have been adjudicated mentally ill and a danger to self and others per ORS 426.130.
3. Prohibit the possession of unlawful machine guns, short-barreled shot guns and silencers per ORS 166.272.
4. Prohibit the possession of unlawful concealed firearms, or possession by minors per ORS 166.250.
5. Prohibit the possession of firearms in public buildings or court facilities per ORS 166.360-166.370.
6. Prohibit the possession of firearms to certain convicted domestic violence perpetrators under the Gun Control Act of 1968.

36. F) It shall be the duty of the Sheriff of Curry County to determine as a matter of internal policy and county concern per ORS 203.035, whether any federal, state or local regulation affecting firearms, firearms accessories and ammunition, that is enforceable within his/her jurisdiction, violates the Second, Ninth, Tenth or Fourteenth Amendments to the Constitution of these United States, or Article 1, sections 27 and 33 of the Constitution of the State of Oregon, as articulate herein. The Sheriff will use pro bono legal advice as available.

37. Section 3

38. PENALTIES

39. A. Anyone within the jurisdiction of Curry County, Oregon found in violation of this ordinance may be made a defendant in a civil proceedings by the county seeking redress of the violation, per ORS 203.065.

40. B. Fines recovered under ORS 203.030 - 203.075 shall be paid to the Clerk of the Court in which recovery is had. After first deducting court costs in the proceedings, the Clerk

shall pay the remainder to the Treasurer of the county for the general fund of the county, per ORS 203.065.

41. C. A civil offense against this ordinance is a Class A violation, per ORS 203.065, which a maximum fine of \$2,000 for an individual, and \$4,000 for a corporation, per ORS 153.01.

42. D. Any peace officer, as defined by ORS 161.015, may enforce this ordinance, adopted under ORS 203.035.

43. E. Under county authority per ORS 203.035, enforcement of this ordinance is in alliance with the oath to uphold and defend the Constitution of the United States, and the Constitution of the State of Oregon, which the elected officials and officers of Curry County are being held to by the People of this county. It is primarily in their scope of duties, and may indemnify them against certain liability per ORS 30.285.

44. Section 4

45. A. EFFECTIVE DATE

46. This ordinance shall take effect on the 30th day of being approved by a majority of those voting on the ordinance, per ORS 198.570.

----- Forwarded message -----

From: **Richard F. (Butch) Jark** <sentient.one@verizon.net>

Date: Fri, Jun 10, 2016 at 10:00 PM

Subject: Need Your Attendance !!!

To: "Richard F. \"Butch\" Jark" <sentient.one@verizon.net>

(See the attached PDF of the Ordinance and our letter to the BOD)

Help us pass the 2nd Amendment Preservation Ordinance in Curry County.

Help us create a fail safe here in Curry County to protect our right to be armed as guaranteed by the 2nd Amendment !!!

After this week's 9th Circuit Court decision that you do NOT have a natural right to Concealed Carry, it is clear that we must pass the 2nd Amendment Preservation Ordinance here in Curry County. This Ordinance has been passed in 4 counties to date. Our Oregon state legislature was unsuccessful in this year's short session in passing more laws that would have been detrimental to your right to keep and bear arms in Oregon, but make no mistake, they will be back in full force next year should they retain control of the legislature.

Your attendance is absolutely needed next Wednesday, June 15, for the Curry County Board of Commissioners meeting at 10AM at the Annex North of the County Courthouse in Gold Beach.

We will be introducing the Ordinance to the BOD in the Public Forum portion of the meeting so no action can be taken until the July BOD meeting.

There are several political nuances to this issue since Commissioner Brown is up for re-election in November. Those of you that supported the 2nd Amendment Resolution that was passed last year

will remember that Commissioner Brown made the absurd comment that she supports the Bill of Rights, but can't pick just one of the Amendments to support over the others. It was clear she was not in support, until the vote became two to one and she appeared to vote yes just so she wouldn't be the sole dissenting vote. Already this year, Commissioner Huxley has said he will not vote for the Ordinance because we were "heavy handed" in getting last year's 2nd Amendment Resolution passed. I guess packing the meeting with 60 citizens in support of the Resolution is considered "heavy handed" by Commissioner Huxley.

This time around, the Commissioners can Pass the Ordinance themselves or they can vote to place the ordinance on the November ballot and let the People of Curry County decide the issue. The other possibility is that the Board can fail to pass the ordinance, in which case we will take it to the People of Curry County ourselves by getting the necessary signatures for a Ballot Initiative for the November election where the People can make their own decision.

Please attend this meeting and forward this email to all your contacts that will support this Ordinance by attending the BOD meeting.

Thanks for standing up against an overreaching government in protection of our inalienable rights !!!

In Liberty,

Butch Jark

Chairman, 2nd Amendment Preservation Ordinance Committee

**2016 Curry County State of Oregon
Second Amendment Preservation Ordinance**

1. Section 1.

2. THE PEOPLE OF CURRY COUNTY FIND THAT:

- 3. Whereas** the Declaration of Independence states that people are "endowed by their Creator with certain unalienable Rights, to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed."
- 4. Whereas** it is the natural tendency of civil government to expand beyond the limits of its rightful Constitutional charge and to usurp authority and power which has not been given to it through the delegated consent of the governed.
- 5. Whereas** whenever the ends of government are perverted, public liberty is manifestly endangered or threatened and all other means of redress are ineffectual, the People may, and of right ought to, reestablish the original spirit of Constitutional liberty.
- 6. Whereas** non-resistance against arbitrary power and oppression is absurd, slavish and destructive to the good and happiness of mankind.
- 7. Whereas** John Adams wrote in A Dissertation on the Canon and Feudal Law (1765): "I say RIGHTS, for such they (the people) have, undoubtedly, antecedent to all earthly government, - Rights, that cannot be repealed or restrained by human laws - Rights, derived from the great Legislator of the universe."
- 8. Whereas** the Supreme Court found in *Miranda v. Arizona* - page 384 U.S. 491: "Where rights secured by the constitution are involved, there can be no rule making or legislation which would abrogate them."
- 9. Whereas** Justice Thomas M. Cooley in *People v. Hurlbut* 24 Mich. 44, page 108 (1871) surmises: "The State may mould local institutions according to its views of policy or expediency; but local government is matter of absolute right; and the state cannot take it away."
- 10. Whereas** the Constitution of the United States is the Supreme Law of the Land.

- 11. Whereas** the Second Amendment to the Constitution of the United States of America states: "A well-regulated Militia being necessary to the security of a free State, the right of the People to keep and bear Arms, shall not be infringed."
- 12. Whereas** the Supreme Court, in the District of Columbia v. Heller (2008) decision, affirmed the right to keep and bear arms is unconnected to any service in a militia;
- 13. Whereas** the Supreme Court, in United States v. Miller (1939), opined that firearms that are part of ordinary military equipment, with use that could contribute to the common defense, are protected by the Second Amendment;
- 14. Whereas** The Ninth Amendment to the Constitution of the United States of America states: "the enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people," - protects ancillary rights that are closely related to the right to keep and bear arms protected by the Second Amendment; including the right to manufacture, transfer, buy and sell firearms, firearm accessories and ammunition. Hereinafter these shall be referred to as "ancillary firearm rights".
- 15. Whereas** the Tenth Amendment to the Constitution of the United States of America states: "The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people."
- 16. Whereas** Article 1, section 27 of the Constitution of the State of Oregon states: "The people shall have the right to bear arms for the defense of themselves, and the State, but the Military shall be kept in strict subordination to the civil power."
- 17. Whereas** Article 1, section 33 of the Constitution of the State of Oregon states: "This enumeration of rights and privileges shall not be construed to impair or deny others retained by the people." This section protects ancillary firearms right that are closely related to the right to keep and bear arms protected by Article 1, section 27 of the Constitution of the State of Oregon.
- 18. Whereas** the Fourteenth Amendment to the Constitution of the United States of America, Section 1 states: "No state shall make or enforce any law which shall abridge the

privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

19. Whereas the Fourteenth Amendment to the Constitution of the United States of America further guarantees the fundamental freedoms relating to the firearms, protected by the Second, Ninth, and Tenth Amendments, against infringement by state and local governmental action.

20. Whereas it is apparent that most current or proposed federal mandates, such as the presidential executive orders of 2013, two more introduced this month, and other acts, laws, orders, mandates, rules or regulations regarding the restriction or confiscation of firearms, firearm accessories or ammunition, violate the Second, Ninth and Tenth Amendments to the Constitution of the United States of America.

21. Whereas it is apparent that most current or proposed state bills, such as the defeated HB3200 of 2013, recently introduced draft LC 154, and other state acts, laws, orders, mandates, rules or regulations regarding the restriction or confiscation of firearms, firearm accessories or ammunition, violate the Fourteenth Amendment to the Constitution of the United States of America, and Article 1 sections 27 and 33 of the Constitution of the State of Oregon.

22. Whereas it is therefore the duty of the People of Curry County, through the agency of the lesser magistrates - local elected official and Sheriff - to challenge the civil government when and where it exceeds or threatens to exceed its bounds.

23. Section 2

24. THEREFORE, THE PEOPLE OF CURRY COUNTY DO ORDAIN AS FOLLOWS:

25. A. This 2nd Amendment Preservation Ordinance

26. To preserve the right of the People of, on and in Curry County to:

1. Keep and bear arms as originally understood; in self-defense and preservation, and in defense of one's community and country.

2. Freely manufacture, transfer, sell and buy firearms, firearm accessories and ammunition, which are designed primarily for the same purposes.

27. **B.** These rights are retained by the People and protected by the aforementioned Constitution of these United States, and the Constitution of the State of Oregon.

28. **C.** Any regulation of the right to keep and bear arms or ancillary firearms rights that violate the Second, Ninth, Tenth or Fourteenth Amendments to the Constitution of the United States of America, or Article 1, sections 27 and 33 of the Constitution of the State of Oregon, as articulated herein, shall be regarded by the People on and in Curry County as unconstitutional; a transgression of the Supreme Law of the Land and its spirit of Liberty, and therefore by necessity void ab initio.

29. **D.** The People on and in Curry County do resolve by this instrument that:

1. The Curry County Government will not authorize or appropriate governmental funds, resources, employees, agencies, contractors, buildings, detention centers or offices for the purpose of enforcing any element of such acts, laws, orders, mandates, rules or regulations, that infringe on the right by the People to keep and bear arms, including, but not limited to the following:

30. **a)** Registration requirements for existing lawfully owned firearms;

31. **b)** Prohibitions, regulations, and/or use restrictions related to ownership of non-fully automatic firearms, including but not limited to semi-automatic firearms; including semi-automatic firearms that have appearance or features similar to fully automatic firearms and/or military "assault style" firearms;

32. **c)** Prohibition, regulations, and/or use restrictions limiting hand grips, stock, flash suppressors, bayonet mounts, magazine capacity, clip capacity, internal capacity, or types of ammunition available for sale, possession or use;

33. **d)** Registration and background check requirements beyond those customarily required at time of purchase prior to December 2012;

34. **e)** Restrictions prohibiting the possession, carry or transport of lawfully acquired

firearms or ammunition by law abiding adult citizens or minors supervised by adults.

35. f) This Ordinance acknowledges provisions of preexisting law that:

1. Prohibit the possession of firearms by certain felons per ORS 166.270;
2. Prohibit the purchasing or possession of firearms by individuals who have been adjudicated mentally ill and a danger to self and others per ORS 426.130.
3. Prohibit the possession of unlawful machine guns, short-barreled shot guns and silencers per ORS 166.272.
4. Prohibit the possession of unlawful concealed firearms, or possession by minors per ORS 166.250.
5. Prohibit the possession of firearms in public buildings or court facilities per ORS 166.360-166.370.
6. Prohibit the possession of firearms to certain convicted domestic violence perpetrators under the Gun Control Act of 1968.

36. F) It shall be the duty of the Sheriff of Curry County to determine as a matter of internal policy and county concern per ORS 203.035, whether any federal, state or local regulation affecting firearms, firearms accessories and ammunition, that is enforceable within his/her jurisdiction, violates the Second, Ninth, Tenth or Fourteenth Amendments to the Constitution of these United States, or Article 1, sections 27 and 33 of the Constitution of the State of Oregon, as articulate herein. The Sheriff will use pro bono legal advice as available.

37. Section 3

38. PENALTIES

39. A. Anyone within the jurisdiction of Curry County, Oregon found in violation of this ordinance may be made a defendant in a civil proceedings by the county seeking redress of the violation, per ORS 203.065.

40. B. Fines recovered under ORS 203.030 - 203.075 shall be paid to the Clerk of the Court in which recovery is had. After first deducting court costs in the proceedings, the Clerk

shall pay the remainder to the Treasurer of the county for the general fund of the county, per ORS 203.065.

41. C. A civil offense against this ordinance is a Class A violation, per ORS 203.065, which a maximum fine of \$2,000 for an individual, and \$4,000 for a corporation, per ORS 153.01.

42. D. Any peace officer, as defined by ORS 161.015, may enforce this ordinance, adopted under ORS 203.035.

43. E. Under county authority per ORS 203.035, enforcement of this ordinance is in alliance with the oath to uphold and defend the Constitution of the United States, and the Constitution of the State of Oregon, which the elected officials and officers of Curry County are being held to by the People of this county. It is primarily in their scope of duties, and many indemnify them against certain liability per ORS 30.285.

44. Section 4

45. A. EFFECTIVE DATE

46. This ordinance shall take effect on the 30th day of being approved by a majority of those voting on the ordinance, per ORS 198.570.

----- Original message -----

From: "Richard F. (Butch) Jark" <sentient.one@verizon.net>

Date: 7/5/2016 6:33 PM (GMT-08:00)

To: "Richard F. Butch Jark" <sentient.one@verizon.net>

Subject: 2A Ordinance Depends Upon Your Attendance Wed. July 6 at the BOC Mtg

This is your reminder that we will be addressing the Curry County Board of Commissioners Wednesday, July 6, at 10:00AM in the Annex North of the County Courthouse in Gold Beach.

Please do all you can, to be in attendance as the Curry Pilot has already said that Brown and Huxley will not support this ordinance. How can those Board Members say they are interested in representing the people of Curry County but will not allow the People the opportunity to vote "yes or no" to make their own decision on the ordinance at the November elections by placing the ordinance on the Ballot.

Please forward this message to all of your 2nd Amendment Supporting Friends.

To All Freedom Loving Curry County Citizens,

I hope you are all enjoying your Independence Day weekend and will include in your activities, attending the 2nd Amendment Preservation Ordinance hearing by the Curry County Board of Commissioners on Wed., July 6, 2016 in the Annex North of the County Courthouse in Gold Beach at 10 AM.

It couldn't be more appropriate timing for the Meeting to follow this Independence Day weekend.

If you really believe in your rights to Life, to Self-Defense, and a Means of Self-Defense, then you need to put out the effort to

actually attend the Commissioners' meeting at which those rights will be affirmed or denied at the County level.

Since the last meeting, County Counsel, John HuttI, has issued a weakly worded "opinion" letter to the County Clerk's office that says our ordinance does NOT qualify under the initiative rules set out by the state, but he does not explain exactly why it does not qualify. Since this same 2A Ordinance has already been passed in 4 other counties, it's hard to believe that he is the first County counsel to catch this "alleged problem" in the initiative process requirements. Our option to place the Ordinance on the November ballot has thus been taken away by his "minority opinion".

So now, instead of collecting signatures, we will be rounding up as many bodies as possible to attend this meeting. We have the chance to break last year's record attendance by having 100 Curry County Second Amendment Supporters show up.

And why is your attendance so important if the People have already been denied their right to the Initiative Process????

Well, the reason is that the Board has two options. First, it can pass the 2nd Amendment Preservation Ordinance on their own vote. But, that would require Commissioners who actually act upon their belief in the Constitution to which they swore an oath to uphold. Hmmm....that's unlikely, but I hope I have to apologize to the Commissioners after the vote.

The Commissioners have a second option that should be more palatable to them. They can actually place the 2nd Amendment Preservation Ordinance on the November ballot so as to allow the Citizens of Curry County to vote their consciences. That way, the Board looks good for giving the People a voice and the Board is off the hook for the success or failure of the Ordinance at the ballot box.

Seems like a no brainer for the Board, but they won't do it without an overwhelming show of support for the Ordinance that the local Commie gadflies can't match.

We will have plenty of people that wish to speak on the Ordinance, but we still need your presence, so the Commissioners see that we are not just talk but, are willing to get off our couches and stand-up for our Freedoms.

There is only seating for about 25 people in the actual meeting room, so know ahead of time that you will be participating from the hallway and all the way out the doors onto the sidewalk in front of the annex.

Out of courtesy, we have to remain very quiet in the hallway, so as not to disturb the meeting. Also, since arguing for your basic Freedoms can become a very emotional act, we just need to remind you to maintain proper etiquette so you don't come across as a \$15 an hour Soros agitator. :-)

See you there!!!!

This message will be resent on Tuesday Morning as a reminder for this important Community Action Event.

Thanks for your Support !!!!

Butch Jark

Chairman, Second Amendment Preservation Ordinance Committee

PS Attached are the Second Amendment Preservation Ordinance and Counsel HuttI's Opinion on the same.



CURRY COUNTY REPUBLICAN CENTRAL COMMITTEE

PO Box 1421
Gold Beach, OR 97444

12 May 2016

CURRY COUNTY BOARD OF COMMISSIONERS
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Commissioners Tom Huxley, Susan Brown and David Brock Smith

The Curry County Republican Central Committee [CCRCC] supports the passage of the 2016 Curry County, State of Oregon Second Amendment Preservation Ordinance as presented to the CCBOC on the behalf of the citizens of Curry County.

The CCRCC and members respectfully request your support and approval for this Ordinance, which will work to preserve the right of the People of, on, and in Curry County, Oregon to:

- Keep and bear arms as originally understood; in self-defense and preservation, and in defense of one's community and country.
- Freely manufacture, transfer, sell, and buy firearms, firearm accessories and ammunition.

The rights of Citizens of Oregon are under attack and at the forefront of this attack are bills passed in Salem during the past legislative session to attempt to restrict and criminalize their rights as guaranteed by the Second Amendment.

Whereby the CCRCC passed this ordinance for presentation to the CCBOC and seeks the support, approval and passage of the ordinance as presented.

Public support for the Second Amendment has always been strong and continues to grow. Elected officials take an oath to uphold and support the US Constitution, Amendments, Bill of Rights as representatives of those who elected them to office. When one or more of the inalienable rights of US Citizens is under attack these elected officials who have sworn to uphold these rights must take a stand. This is your opportunity as the elected Curry County Board of Commissioners to take that stand to uphold your oath to preserve our rights, as Citizens of Curry County, Oregon and the United States as protected by our Constitution.

Thank you for your time.

Mike Dunn, Chair CCRCC
Representing the CCRCC and members

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of Supporting Federal)
And State Constitutional Citizens) Ordinance No. _____
Rights to Keep and Bear Arms)

WHEREAS, the Curry County Board of Commissioners and Elected Officials across the Great State of Oregon are sworn into their respective positions by taking an oath of office to uphold the Constitution of the United States of America and the Constitution of the Great State of Oregon; and

WHEREAS, the Second Amendment to the Constitution of the United States of America states, *“A well-regulated Militia being necessary to the security of a free State, the right of the People to keep and bear arms, shall not be infringed”*; and

WHEREAS, Article 1, Section 27 of the Constitution of the Great State of Oregon states, *“The people shall have the right to bear arms for the defense of themselves, and the State, but the Military shall be kept in strict subordination to the civil power”*; and

WHEREAS, Article 1, Section 33 of the Constitution of the Great State of Oregon states, *“This enumeration of rights and privileges shall not be construed to impair or deny others retained by the people”*; and

WHEREAS, the criminal misuse of firearms is due to the fact that criminals do not obey laws and thus is not a reason to deny the Constitutional right to keep and bear arms by law-abiding citizens; and

WHEREAS, the Curry County Board of Commissioners recognize that the first and last protectors of the United States Constitution are the people of the United States, and that the ability of the people to fulfill that role rests in large part with the peoples’ right to bear arms as stated in the Constitutions of the United States of America and the Great State of Oregon; and

WHEREAS, Section 1 of the Fourteenth Amendment to the Constitution of the United States of America states, *“No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws”*; and

WHEREAS, the Fourteenth Amendment to the Constitution of the United States of America clearly defines that the fundamental freedoms relating to the Second Amendment to the Constitution of the United States of America to have the right to keep and bear arms may not be infringed; and

WHEREAS, the rights of the people to keep and bear arms are further protected from infringement by State and Local Governments under the Ninth and Tenth Amendments to the Constitution of the United States of America as well as Article 1 of the Constitution of the Great State of Oregon; and

WHEREAS, the Supreme Court of the United States of America in *District of Columbia v. Heller* upheld the individual rights to bear arms as protected by the Second Amendment of the Constitution of the United States of America with Justice Scalia's opinion stating that the Second Amendment protects an individual's right to possess a firearm unconnected with service in a militia, and to use that firearm for traditionally lawful purposes, such as self-defense within the home; and

WHEREAS, the Supreme Court of the United States of America in *McDonald v. Chicago*, invalidated Chicago's handgun ban and held the Second Amendment to the Constitution of the United States of America applies to the States;

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

That Curry County strongly affirms our commitment to the rights and liberties enshrined within the Constitution of the United States of America and the Constitution of the Great State of Oregon; and

That Curry County opposes any state or federal law that abridges or is contrary to the provisions of the Constitutions of the United States of America and the Great State of Oregon preserving the people's right to keep and bear arms; and

That Curry County strongly supports the right of the people to keep and bear arms as stated in the Constitution of the United States of America, and the Constitution of the Great State of Oregon as interpreted by the United States Supreme Court and the Oregon Supreme Court, and vigorously opposes any state or federal law that unconstitutionally infringes upon these rights; and

That any laws enacted that violate or infringe upon the Constitution of the United States of America or the Constitution of the Great State of Oregon would be in direct conflict and violation of the Oath of Office taken to fulfill the duties of the Elected Position represented; and

To preserve the right of the People of, on and in Curry County, the Curry County Board of Commissioners do further resolve by this instrument that:

Curry County Government will not authorize or appropriate governmental funds, resources, employees, agencies, contractors, buildings, detention centers or offices for the purpose of enforcing any element of such acts, laws, orders, mandates, rules or regulations, that infringe on the right by the People to keep and bear arms, including, but not limited to the following:

1. Registration requirements for existing lawfully owned firearms; and
2. Prohibitions, regulations, and/or use restrictions related to ownership of non-fully automatic firearms, including but not limited to semi-automatic firearms; including semiautomatic firearms that have appearance or features similar to fully automatic firearms and/or military "assault style" firearms; and
3. Prohibition, regulations, and/or use restrictions limiting hand grips, stock, flash suppressors, bayonet mounts, magazine capacity, clip capacity, internal capacity, or types of ammunition available for sale, possession or use; and

4. Registration and background check requirements beyond those customarily required at time of purchase prior to December 2012; and
5. Restrictions prohibiting the possession, carry or transport of lawfully acquired firearms or ammunition by law abiding adult citizens or minors supervised by adults.

This Ordinance acknowledges provisions of preexisting law that:

- a. Prohibit the possession of firearms by certain felons per ORS 166.270; and
- b. Prohibit the purchasing or possession of firearms by individuals who have been adjudicated mentally ill and a danger to self and others per ORS 426.130; and
- c. Prohibit the possession of unlawful machine guns, short-barreled shot guns and silencers per ORS 166.272; and
- d. Prohibit the possession of unlawful concealed firearms, or possession by minors per ORS 166.250; and
- e. Prohibit the possession of firearms in public buildings or court facilities per ORS 166.360-166.370; and
- f. Prohibit the possession of firearms to certain convicted domestic violence perpetrators under the Gun Control Act of 1968.

DATED this 20th day of July, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

Approved as to Form:

Thomas Huxley, Vice Chair

John HuttI
Curry County Legal Counsel

David Brock Smith, Commissioner

First Reading: _____

Second Reading; _____

Effective Date: _____

**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: Community Development Department June 2016 Activity Report

AGENDA DATE^a: July 20, 2016 **SUBMITTING DEPARTMENT:** ComDev, Survey

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

CONTACT PERSON: Johnson, Smith **PHONE/EXT:** 3228, 3225 **TODAY'S DATE:** 7-11

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Memorandum

(1)Community Development June 2016 Activity Report

(2)Surveyor June 2016 Activity Report

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: Matters from Commissioners

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



Community Development Department June 2016 Activity Report

Building Permits:	28 Permits issued
Building Inspections:	111
June revenue:	\$25,967
Phone/counter:	300 calls/visits

Planning Permits:

- 1 Conditional Use Permit
- 1 Flood Damage Prevention Development Permit
- 4 Land Use Compatibility Statements
- 2 new addresses
- 20 Planning Clearance reviews
- 1 Pre-Application conference
- 3 Conditional Use Permit renewals

Complaints:

- Nesika Road – illegal stairs
- North Chetco River Road – construction
- Complaint in Harbor area, work with Sheriff's department
- Three stop work notices posted on Nesika Beach stairways down coastal bluffs after much interface with complainant and State Parks and Recreation.

Administration

Ongoing

- Preparation of May activity report
- Meeting and conferral with various staff regarding code enforcement administration.
- Participation in management meeting
- Interface with Gold Beach Planner on IGA to process planning permits
- Communicated with Citizen Involvement Committee to establish first meeting, notified the public, prepared agenda, developed a draft citizen questionnaire etc.
- Prepared and posted Tiny House information on department web site.
- Presented to the BOC (06.01) a multi-permit processing concept on a deposit basis.
- Preparation of staff report and presentation to BOC regarding IGA with Gold Beach for Planning Services; presentation to BOC.
- Communication with City of Port Orford regarding red-tag for Port Orford Inn.
- Communication with Oregon State Parks and Recreation
- Communication with DEQ staff regarding Old Mill property

Administration cont. . . .

- Interface with Curry Coastal Pilot reporter inquiring about building permits, researched available information going back five years and transmitted to her.
- Conferred with Counsel's office on scrivener's errors related to planning fees adopted by the BOC. Drafted staff report for July 20 BOC meeting to fix, prepared public hearing notice and got it to the newspaper.
- Interviewed and hired (one day a week) irregular employee to assist with work in the Building division.
- After conferral with County Counsel, prepared Community Development Department policy memo on procedure for accepting complaints of zoning and building code violations.

Training

- Building division training discussion and sign up – plumbing codes
- One-on-One training time with Planner

Budget

- Engagement in additional hearings regarding Economic Development

Outside Agencies

- City of Gold Beach – IGA and various permits
- City of Brookings Planner regarding development in Harbor
- Communication with Oregon Parks and Recreation Department regarding Chetco River State Scenic Waterway Rules Advisory Committee, recruited two citizens to participate on the Committee, John Bischoff, former Brookings Planning Director and Ted Freeman, Curry County Planning Commissioner.
- Communication with Oregon Counties Association on various matters
- Communication with Oregon Department of Land and Conservation Development on various matters besides those related to zoning ordinance updates.

Development Projects

- Pre-application meeting with individual in the Harbor area regarding a 9 acre subdivision proposal. Discussion included whether there would be interested in a higher density project or if the owner would be interested in an Accessory dwelling unit component added to the Zoning Ordinance to enable additional housing on the site to accommodate work force housing. Staff is researching options and will be meeting with property owner again.
- Pre-application meeting with individual regarding subdivision of property in the Nesika Beach area into four additional single family home sites. Accessory dwelling unit component was discussed.
- Meeting with Langlois property owner about his plans for expanded development of his commercial business

Long Range Planning

Comprehensive Plan and Zoning Ordinance

- Continued work (meeting in Gold Beach, review and edit of draft work, ongoing phone calls with multiple staff) with DLCDC on the Curry County Natural Hazard Implementation Project (zoning ordinance and comp plan changes) and future project management team meeting.
- Prepared staff reports, code amendments and information for Planning Commission on Forest Grazing zone update; held the meeting on June 16.
- Interface with new DLCDC staff regarding farm/forest zone updates

Long Range Planning cont. . . .

- Communication with potential Community Involvement Committee members and Planning Commission candidate, preparation of staff reports regarding same, presentation to BOC.
- Interface (exchanging information, suggesting additions/modifications, developing options) with citizen regarding suggested information to add to the Zoning Ordinance regarding regulation of Wind Turbines.

Cape Blanco airport

- Preparation of follow up memo regarding staff observations following an on-site visit/meeting with other staff at the 64 acre parcel owned by the County adjacent to the Cape Blanco Airport; request submitted for another workshop on the airport and adjacent county property.

Housing

- Collaborated with Anthony Voudy and prepared outline for future BOC meeting regarding if/how property can be located in Curry County for affordable housing. Workshop to be scheduled at a future date.

Parks/Open space

- Meeting with County Parks regarding potential interface on future parks planning, funding and interaction with State Parks and Recreation.

Economic Development

- Meeting with Langlois area property owner inquiring about if/how his property could be used for mass gatherings.
- Communicated with Oregon State Parks regarding County excess property and their potential interest in some parcels.
- Scheduled tour of County's Floras lake property and property adjacent to the airport.

CURRY COUNTY SURVEYOR MONTHLY ACTIVITY REPORT
FOR JUNE, 2016

Highlights:

1. We are still working on indexing 'old unfiled survey maps' (scanning, indexing, copies for file folders, etc.). We have moved on to old "rolled" maps in the back room. This consists of listing and linking to the list of large maps that might be useful for the public's information. Unfortunately, it is a slow process for someone to locate (just a long list of names, locations, purpose, etc.) but in the past, it would have been nearly impossible to find an unfiled map that might have pertinent data. Compiled in the days before computers and even before the recording laws went into effect; their significance and relevance relating to boundary evidence are still critical. Many of these maps cannot be scanned due to their large sizes, so at least a list of information will be available to the public. A large portion of this work would be considered important to the preservation of Public Land Corner preservation.
2. It seems like every time I go in our back storage room to try to organize it, I find something that needs to be reviewed, made available to the public, or work needs to be done to properly categorize the information. Needless to say, organizing the back room seems to be taking an inordinate amount of time.
3. Some of our Public Land Survey System work also consisted of trying to educate and encourage assistance from the private survey community, road departments, etc.
4. Other Cornerstone Perpetuation type work consisted of continued search for areas that have no corner references in the last 50 years. It is anticipated that field corner searches and new documentation will be made between Brookings and the Pistol River area in the next few months.
5. We returned a little over \$8,000.00 to the Monument Preservation Fund from our budget and it still looks like we will end the year well under budget. We just did not have the time to properly utilize these funds. At the same time, given our part-time status, we were able to accomplish a lot of new work and continue to stay on top of everyday activities.
6. The County Road Map files were reviewed and compared to the County Road Department records. The County surveyed road right-of-ways continued to be filed here. The County Road Department has more extensive files and rather than copy their data to update ours, we will continue to refer customers to check with the Road Department for additional road information if needed.
7. A letter was sent to Curry County Cities regarding ORS 209.140, 209.150 & 209.155 regarding Government/Contractors need to preserve Survey Monuments.

8. A letter was sent to Surveyors/Engineer firms doing business in Curry County regarding the new fee schedule and Surveyor's obligation to file Corner Records with the County Surveyor.
9. Eight (8) Maps of Survey were checked this month, therefore we have the expectation that these will be filed/recorded in the near future. (Private Surveyors submit their maps for review before submitting for filing or recording)

CUSTOMERS ASSISTED (Phone & Email) = 46+
 WALK-IN'S = 20+

NEW SURVEYS REVIEWED, FILED, SCANNED, COPIED, PUT ON LINE:

T30 - 0	Far North County
T31 - 0	“
T32 - 1	“
T33 - 0	“
T34 - 0	“
T35 - 1	“
T36 - 0	Gold Beach area
T37 - 1	“
T38 - 0	“
T39 - 0	“
T40 - 0	Brookings-Harbor area
T41 - 0	“

DEPOSITS: June 30, 2016 = \$ 612.00

Reily Smith worked 72 hours in June
 Sherri Buckel worked 83 hours in June
 Bobbie Boice worked 43 hours in June

Typical customer service questions were:

- How to find (and assist them with finding) their boundaries or survey information.
- We occasionally hear sad stories of boundary/title issues that we can only suggest they contact an attorney or land surveyor for.

As a personal comment, I am no longer doing private work unless it is necessary as County Surveyor, or no other land surveyor wants to do it. If no other surveyor wants to do it, I will do it as a professional courtesy and it is usually a situation where I quickly find out why no one else wanted to do it (the person wants a very difficult survey done for nothing)! I am still trying to learn to say, “no.”

GENERAL NOTE: I would like to nominate **Tad Ringulet** as **Employee of the Month**. Tad tries his best to help any and all of us. He manages to always do this with a great attitude. We take maintenance for granted, but they are essential to our well-being.

Respectfully submitted,

Reily Smith
County Surveyor

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

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

AGENDA ITEM TITLE: Executive Session ORS 192.660(2)(a) to consider employment of a public officer, employee, staff member or individual agent. Curry County Retired Senior Volunteer Program (RSVP) Director

AGENDA DATE^a: 07-20-16 **DEPARTMENT:** Commissioners **TIME NEEDED:** 20 min
^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: S. Brown **PHONE/EXT:** 3296 **TODAY'S DATE:** 07-14-16

BRIEF BACKGROUND OR NOTE^b: Current RSVP Director Resigns
^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Discussion/Decision

- (1)
- (2)

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:

***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: Executive Session

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