



# CURRY COUNTY BOARD OF COMMISSIONERS

## GENERAL MEETING

Tuesday, October 04, 2016 – 10:00 A.M.  
Commissioners' Hearing Room, Courthouse Annex  
94235 Moore Street, Gold Beach, Oregon

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

- a. Tomorrow – 10-05-2016 Resources Fair for Veterans and their Families. Event Center on the Beach (Fairgrounds) 10 a.m. – 2 p.m.
- b. Board of Commissioners Workshop on Wednesday 10-12-2016 Hearing Room 10 a.m.
- c. There are vacancies on the Solid Waste Advisory Committee. All interested residents should complete an application available online or contact the Commissioners Office.

#### 5. PUBLIC COMMENTS

#### 6. ADMINISTRATIVE ACTIONS/ APPOINTMENTS

- a. Equipment Repair & Maintenance Services with City of Brookings – Roads (2min)
- b. Equipment Repair & Maintenance Services with Port Orford Community Ambulance – Roads (2min)
- c. ODFW/Sixes River Fishing Access in Lieu of Tax Certification – Assessor (2min)
- d. Brookings Airport Hangar Lease (County Owned Hangar 2D) with D. Sparlin – Counsel (5min)
- e. Order Appointing Three Individual Persons to the Pool of Members Who May Be Selected by the County Clerk to Sit on the Board of Property Tax Appeals (BOPTA) Huxley, Griffith, and Thompson – Counsel (5min)

#### 7. PROCLAMATIONS/RESOLUTIONS/ LEGISLATIVE ACTIONS

***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.***

**8. NEW BUSINESS**

**9. OLD BUSINESS**

**10. PRESENTATIONS TO THE BOARD**

a. Personnel Actions Done By Appointing Authorities – Personnel (5min)

**11. CONSENT CALENDAR**

**12. COMMISSIONER UPDATES/ LIAISON & DEPARTMENT ACTIVITY REPORTS**

**13. EXECUTIVE SESSION**

**14. 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:** Agreement - Equipment Repair & Maintenance Services with City of Brookings

**AGENDA DATE<sup>a</sup>:** 10/5/2016 **DEPARTMENT:** Roads **TIME NEEDED:** 2min.

<sup>a</sup>Submit 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:** 5/17/2016

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** This Agreement is with the City of Brookings for the County to provide repair and preventative maintenance services on the Agency's Equipment. Repairs shall occur at County's Road Department facility at Hunter Creek Road in Gold Beach. County will perform repairs and services at its current rate of \$60.00/Hr. in the shop and \$84.00/Hr. in the field.

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:** **SUBMISSION TYPE:** Agreement

(1) Intergovernmental Agreement

(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: Road Dept.

Send Printed Copy to:

Address: 28425 Hunter Creek Rd.

Email a Digital Copy to:

City/State/Zip: Gold Beach, OR 97444

Other

Phone:

Due date to send: 6 /10 / 2016

Email:

<sup>c</sup>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) Legal and binding document

**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

**INTERGOVERNMENTAL AGREEMENT**  
**Equipment Repair & Maintenance Services**  
**Curry County**

THIS AGREEMENT is made and entered into by and between CURRY COUNTY, a political subdivision of the State of Oregon, acting by and through its Road Department, hereinafter referred to as “County”; and CITY OF BROOKINGS, a special Agency in the State of Oregon, hereinafter referred to as “Agency”, collectively referred to as the “Parties”.

**RECITALS**

1. By the authority granted in ORS 190.010, a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

**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. Under such authority, Agency wishes to retain the services of County to perform equipment repair and maintenance services under the terms and conditions described in “Exhibit A”, attached hereto and by this reference made a part hereof.
2. The term of this agreement shall begin on the date all required signatures are obtained. This agreement shall remain in place unless cancelled by either Party.
3. This Agreement may be modified by mutual consent of both Parties and upon execution of an amendment to this Agreement, stating said modifications.

**COUNTY OBLIGATIONS**

1. County shall perform the work described in Exhibit A on an as-needed basis, as requested by Agency’s Supervisor of Operations or assigned designee.
2. In the event County determines that it is unable to reasonably perform equipment repair and service work on a specific request, County shall inform Agency’s Supervisor of Operations or approved designee.
3. County shall present invoices for 100 percent of actual costs incurred by County on behalf of the work performed for Agency. Invoices shall be

presented for periods of not less than one-month duration, based on actual expenses incurred in accordance with Exhibit A.

4. County 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 279B.220, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part thereof; Without limiting the generality of the foregoing, County 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.
5. County shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
6. All employers, including County, that employ subject workers who work under this Agreement 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. County shall ensure that each of its subcontractors complies with these requirements.

#### **AGENCY OBLIGATIONS**

1. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement with Agency's current appropriation or limitation of the current budget.
2. On an as-needed basis, Agency Supervisor of Operations or assigned designee shall initiate requests for equipment repair and services.
3. Agency's contact, address and phone number are Paul Stevens, Public Works and Development Services Director, City of Brookings, 898 Elk Drive, Brookings, OR 97415; 541-469-1131. If contact changes Agency shall notify County.

#### **GENERAL PROVISIONS**



**EXHIBIT A**  
**EQUIPMENT REPAIR & SERVICES**

1. Upon request from the Agency, County shall provide repair and preventative maintenance services on Agency equipment. Said repairs shall occur at County's repair facility located at 28425 Hunter Creek Road, Gold Beach, OR 97444 or at the City of Brookings Public Works Upper Yard at 715 Railroad Street. Work conducted at other than 28425 Hunter Creek Road will be charged at the field rate.
2. County shall perform preventative maintenance and repair on Agency equipment in accordance with industry standards.
3. County reserves the right to refuse to perform requested equipment repairs and services, as described in Paragraphs 1 and 2 above, when County deems said work is unable to be reasonably performed. In the event County determines that it is unable to reasonably perform said work, County shall inform Agency's Supervisor of Operations or assigned designee, within 48 hours of the request for the work.

**COMPENSATION**

Terms of this Agreement include payment from Agency to County for services rendered on the following basis:

1. County shall perform equipment repair services at its current shop labor rate. The current rate is Sixty Dollars (\$60.00) per hour for services performed in the shop and the rate for field repairs is Eighty-four Dollars (\$84.00) per hour. The rate is adjusted annually on July 1<sup>st</sup>. Parts shall be billed at actual cost.
2. Subcontracted repair costs shall be actual, plus direct labor costs for transportation to and from the vendor.

**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 - Equipment Repair & Maintenance Services with Port Orford Community Ambulance

**AGENDA DATE<sup>a</sup>:** 10/5/2016 **DEPARTMENT:** Roads **TIME NEEDED:** 2min.

<sup>a</sup>Submit 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:** 5/17/2016

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** This Agreement is with the Port Orford Community Ambulance for the County to provide repair and preventative maintenance services on the District's vehicles. Repairs shall occur at County's Road Department facility at Hunter Creek Road in Gold Beach. County will perform repairs and services at its current rate of \$60.00/Hr. in the shop and \$84.00/Hr. in the field.

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Agreement

(1) Intergovernmental Agreement

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

**QUESTIONS:**

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

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk

Name: Road Dept.

Send Printed Copy to:

Address: 28425 Hunter Creek Rd.

Email a Digital Copy to:

City/State/Zip: Gold Beach, OR 97444

Other

Phone:

Due date to send: 6 /10 / 2016

Email:

<sup>c</sup>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) Legal and binding document

**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

**INTERGOVERNMENTAL AGREEMENT  
Equipment Repair & Maintenance Services  
Curry County**

THIS AGREEMENT is made and entered into by and between CURRY COUNTY, a political subdivision of the State of Oregon, acting by and through its Road Department, hereinafter referred to as "County"; and PORT ORFORD COMMUNITY AMBULANCE, a special Agency in the State of Oregon, hereinafter referred to as "Agency", collectively referred to as the "Parties".

**RECITALS**

1. By the authority granted in ORS 190.010, a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

**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. Under such authority, Agency wishes to retain the services of County to perform equipment repair and maintenance services under the terms and conditions described in "Exhibit A", attached hereto and by this reference made a part hereof.
2. The term of this agreement shall begin on the date all required signatures are obtained. This agreement shall remain in place unless cancelled by either Party.
3. This Agreement may be modified by mutual consent of both Parties and upon execution of an amendment to this Agreement, stating said modifications.

**COUNTY OBLIGATIONS**

1. County shall perform the work described in Exhibit A on an as-needed basis, as requested by Agency's Supervisor of Operations or assigned designee.
2. In the event County determines that it is unable to reasonably perform equipment repair and service work on a specific request, County shall inform Agency's Supervisor of Operations or approved designee.
3. County shall present invoices for 100 percent of actual costs incurred by County on behalf of the work performed for Agency. Invoices shall be

presented for periods of not less than one-month duration, based on actual expenses incurred in accordance with Exhibit A.

4. County 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 279B.220, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part thereof; Without limiting the generality of the foregoing, County 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.
5. County shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
6. All employers, including County, that employ subject workers who work under this Agreement 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. County shall ensure that each of its subcontractors complies with these requirements.

#### **AGENCY OBLIGATIONS**

1. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement with Agency's current appropriation or limitation of the current budget.
2. On an as-needed basis, Agency Supervisor of Operations or assigned designee shall initiate requests for equipment repair and services.
3. Agency's contact, address and phone number are Wade Phillips, Office Manager, Port Orford Community Ambulance, Po Box 582, Port Orford, OR 97465; 541-332-0384. If contact changes Agency shall notify County.

#### **GENERAL PROVISIONS**

1. This Agreement may be terminated by either party upon 30 days' notice, in writing and delivered by certified mail or in person.



**EXHIBIT A**  
**EQUIPMENT REPAIR & SERVICES**

1. Upon request from the Agency, County shall provide repair and preventative maintenance services on Agency equipment and vehicles. Said repairs shall occur at County's repair facility located at 28425 Hunter Creek Road, Gold Beach, OR 97444.
2. County shall perform preventative maintenance and repair on Agency equipment and vehicles in accordance with industry standards.
3. County reserves the right to refuse to perform requested equipment repairs and services, as described in Paragraphs 1 and 2 above, when County deems said work is unable to be reasonably performed. In the event County determines that it is unable to reasonably perform said work, County shall inform Agency's Supervisor of Operations or assigned designee, within 48 hours of the request for the work.

**COMPENSATION**

Terms of this Agreement include payment from Agency to County for services rendered on the following basis:

1. County shall perform equipment and vehicle repair services at its current shop labor rate. The current rate is Sixty Dollars (\$60.00) per hour for services performed in the shop and the rate for field repairs is Eighty-four Dollars (\$84.00) per hour. The rate is adjusted annually on July 1<sup>st</sup>. Parts shall be billed at actual cost.
2. Subcontracted repair costs shall be actual, plus direct labor costs for transportation to and from the vendor.

**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:** ODFW/Sixes River Fishing Access in lieu of tax certification

**AGENDA DATE<sup>a</sup>:** 10/5/16 **DEPARTMENT:** Assessor **TIME NEEDED:** 2min

<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)

**CONTACT PERSON:** Jim Kolen **PHONE/EXT:** 3257 **TODAY'S DATE:** 09/21/16

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Taxes due for a portion of Sixes River access by ODFW.

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Letter

(1) Copy of letter to ODFW

(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 Original also to Assessor

Phone:

Due date to send:        /        /

Email:

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

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

(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

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

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** Administrative Actions

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

(If Yes, brief detail)

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Susan Brown Yes  No

Commissioner Thomas Huxley Yes  No

Commissioner David Brock Smith Yes  No

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



**Curry County  
Board of Commissioners**

Thomas Huxley, *Chair*  
Susan Brown, *Vice Chair*  
David Brock Smith, *Commissioner*

94235 Moore Street/Suite #122  
Gold Beach, OR 97444  
541-247-3296, 541-247-2718 Fax  
800-243-1996 [www.co.curry.or.us](http://www.co.curry.or.us)

DATE: September 21, 2016

FROM: CURRY COUNTY BOARD OF COMMISSIONERS

TO: OREGON DEPARTMENT OF FISH AND WILDLIFE  
Attn: Realty Services  
3406 Cherry Avenue NE  
Salem, OR 97303

RE: SIXES RIVER FISHING ACCESS

Pursuant to ORS 496.340 an amount has been computed to be paid by the Oregon Department of Fish & Wildlife in lieu of taxes for a portion of account 32-15-11 501 22-1 ID#R25702. The computation is as follows:

Valuation of non-fishing access portion as forest land:  
12 acres of AFEO @ 220.00/acre = 2,970

Consolidated tax rate for code area 22-1 for 2016-17  
\$7.1911  
2,970 times 7.1911/ 1000 is: 21.36  
Less 3% discount is: 21.36 - .64 = 20.72

Please make your check in the amount of \$20.72 payable to the Curry County Treasurer.

CERTIFIED

\_\_\_\_\_  
Thomas Huxley, Chair Dated this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Susan Brown, Vice Chair Dated this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
David Brock Smith, Commissioner Dated this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jim Kolen, Assessor Dated this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016.

**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:** Brookings Airport Hangar Lease (2D County Owned Hangar) with D. Sparlin

**AGENDA DATE<sup>a</sup>:** 10-04-2016 **DEPARTMENT:** Counsel **TIME NEEDED:** 5 min

<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)

**CONTACT PERSON:** Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 09-22-16

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** County Owned Hangar - two year lease

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Lease

- (1)Order
- (2)Lease

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: Don Sparlin

Send Printed Copy to:

Address: 98774 E. Camellia Drive

Email a Digital Copy to:

City/State/Zip: Brookings, Or 97415

Other

Phone:

Due date to send:        /        /

Email:

<sup>c</sup>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:** Adminstrative Actions

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

**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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order )  
Authorizing the Board of )  
Curry County Commissioners ) ORDER NO. \_\_\_\_\_  
to Execute a Non-Commercial )  
Hangar Lease with Donald W. Sparlin )

**WHEREAS**, Donald W. Sparlin desires to lease Hangar 2-D (Owned by the County) at the Brookings Airport; and

**WHEREAS**, the hangar is available for such purposes; and

**WHEREAS**, the lease form is acceptable to the Board of Curry County Commissioners; and

**WHEREAS**, the lease is for a term from July 1, 2016 to June 30, 2018; and

**WHEREAS**, pursuant to ORS 271.310 and ORS 271.360, the Board finds that the public interest will be furthered by the lease;

**NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS** that it is authorized to execute a non-commercial hangar lease for Hangar 2-D at the Brookings Airport with Donald W. Sparlin.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

\_\_\_\_\_  
Thomas Huxley, Chair

\_\_\_\_\_  
Susan Brown, Vice Chair

---

David Brock Smith, Commissioner

Approved as to Form:

John Hutt  
Curry County Counsel

AFTER RECORDING RETURN TO:  
Curry County Clerk  
94235 Moore Street, Suite 212  
Gold Beach, OR 97444

SEND TAX STATEMENTS TO:  
Curry County Commissioners Office  
94235 Moore Street, Suite 122  
Gold Beach, OR 97444

**LEASE FOR NONCOMMERCIAL AIRPLANE HANGAR  
AT BROOKINGS AIRPORT**

**LESSOR:** CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON,  
hereinafter called "COUNTY"

**LESSEE:** DONALD W. SPARLLIN  
98774 E. Camellia Drive  
Brookings, OR 97415

**LEASEHOLD PREMISES:** BROOKINGS AIRPORT HANGAR SITE #2-D

**TERM OF LEASE:** July 1, 2016 TO JUNE 30, 2018

**RECITAL:**

COUNTY, as owner of Hangar 2-D at the Brookings Airport, Curry County, Oregon, desires to lease to LESSEE, and LESSEE desires to lease from COUNTY, this noncommercial aircraft hangar located at the Brookings Airport.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, CONDITIONS AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

**SECTION 1. Description of Premises.**

COUNTY agrees to lease to LESSEE a noncommercial aircraft hangar of approximately 1763 square feet (including a 5' apron around the building) as follows:

Hangar 2-D, located at the Brookings Airport, Curry County, Oregon, as shown on Exhibit "A" and Exhibit "A-1" including the square footage designated in Exhibit "A-2", and Exhibit "B" all of which exhibits are attached hereto and incorporated herein by this reference.

**SECTION 2. Lease Term.**

This lease term begins July 1, 2016 and ends June 30, 2018.

**SECTION 3. Rent and Security Deposit.**

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$204.67 (last years' monthly rate plus the CPI rate of 1.1%) per month for fiscal year 2016-2017 for the 1763 square foot aircraft hangar (includes apron). Initial rent shall be paid on or before execution of the lease. For the second year anniversary of the initial year, whether notice is given or not, rent shall be adjusted for inflation based upon the Portland Consumer Price Index (CPI) for the period ending in December of the previous year. The base for computing the adjustment is the CPI(U) published by the United States Department of Labor, Bureau of Labor Statistics (index).

3.2 Payment of rent for each subsequent month of the lease shall be paid in full on or before the first of each month. Rent checks shall be made payable to Curry County, with payments sent to the Commissioner's Office,

94235 Moore Street, Suite 122, Gold Beach, OR. 97444, or at such other place as may be hereafter designated by COUNTY.

3.3 Upon execution of the lease LESSEE shall pay \$175.00 to COUNTY, as a security deposit to be applied to remedy any default by LESSEE in performance of LESSEE'S obligations under the lease and to repair damages to the premises caused by LESSEE, not including ordinary wear and tear. During the term of the lease LESSEE shall maintain a \$175.00 deposit. Within 30 days after termination of the lease and delivery of the leased premises to COUNTY, COUNTY shall refund the deposit to LESSEE or shall give LESSEE an accounting of LESSEE'S claim to the deposit. If costs of repairing damages exceed the amount of the security deposit, LESSEE shall be responsible for such excess costs.

**SECTION 4. Use of Premises and Restrictions on Use.**

4.1 LESSEE shall use the leased premises solely for NONCOMMERCIAL aeronautical purposes. Use is limited exclusively to the storage of aircraft and aircraft-related supplies.

4.2 LESSEE shall conform to all applicable laws and regulations of any public authority affecting the premises and the use and correct at LESSEE own expense any failure of compliance created through LESSEE'S fault or by reason of LESSEE use.

4.3 LESSEE shall refrain from any activity which would make it impossible to insure the premises against casualty, or would increase the insurance rate.

4.4 LESSEE shall refrain from any use which would be reasonably offensive to other tenants or owner or users of neighboring hangars and premises.

**SECTION 5. Airport Regulations.**

The flights conducted at this airport shall conform to all applicable Federal Aviation Regulations, Oregon Aviation Laws, and traffic patterns as established at the airport.

**SECTION 6. Registration.**

LESSEE understands and agrees that any aircraft hangered by LESSEE on the premise covered by this lease at the Brookings Airport shall be registered with the State of Oregon Department of Aviation, annually, in compliance with ORS 837.015 "Registration of Aircraft." In addition, all resident pilots operating such aircraft shall be registered with the State of Oregon Department of Aviation, as required by ORS 837.020.

**SECTION 7. Entry onto Premises.**

LESSEE agrees to permit COUNTY to enter onto the leased premises at any time for the purpose of ascertaining compliance with the terms and conditions of this lease. Except in case of an emergency, agreement to the contrary by LESSEE, or unless it is impracticable to do so, COUNTY shall give LESSEE at least twenty-four (24) hour notice of COUNTY'S intent to enter and may enter only at reasonable times.

**SECTION 8. Construction or Alteration.**

Prior to the start of any construction or alteration on the leased premises, LESSEE shall submit to COUNTY a copy of all the required city/county building permits along with the final plans and specifications. No construction or alteration shall be started without COUNTY'S prior written approval. Notice of any and all proposed

construction or alterations shall be submitted through COUNTY to the Federal Aviation Administration on FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as prescribed in Section 77.17 (FAR). The project shall be similar in color, structure, and appearance to other construction in the Brookings Airport.

**SECTION 9. Improvements.**

All improvements or alterations made on the leased premises by either COUNTY or LESSEE shall be the property of COUNTY when installed, unless otherwise agreed to by COUNTY in writing, and except as otherwise provided.

**SECTION 10. Protection of the Airport's Imaginary Surfaces.**

COUNTY shall have the right to take any action it considers necessary to protect the airport's imaginary surfaces, as defined by Federal Aviation Regulations, Part 77. COUNTY reserves the right to prevent LESSEE from erecting, or permitting to erect, any building or other structure on the airport which, in the opinion of COUNTY, would limit the usefulness of the airport or constitute a hazard to aircraft.

**SECTION 11. Maintenance and Repairs.**

11.1 LESSEE shall keep the leased premises as shown on Exhibits "A" and "A-1" in a safe condition at all times. In addition, LESSEE shall maintain the leased premises in a reasonably clean and neat fashion, and shall not permit the accumulation of rubbish, junk, or automobile parts.

11.2 LESSEE shall not dump any chemical or petroleum products on the leased premises or airport property. In addition, LESSEE shall recycle petroleum products and dispose of chemical wastes in accordance with the Oregon Department of Environmental Quality's rules and regulations which are available to LESSEE by contacting the Oregon Department of Environmental Quality. Cleanup of intentional dumping or accidental spillage as a result of LESSEE'S actions will be the responsibility of the LESSEE and shall be carried out in accordance with Department of Environmental Quality standards.

11.3 LESSEE shall be responsible for all repairs necessitated by the negligence of LESSEE, its agents, employees and invitees, and any repairs or alterations required under LESSEE'S obligation to comply with laws and regulations.

**SECTION 12. Landscaping.**

If LESSEE chooses to landscape the leased premises, such landscaping shall be limited to low-growing shrubs and plants.

**SECTION 13. Fire Prevention.**

LESSEE shall exercise due care to prevent and control fires on the premises. To that end LESSEE shall not store gasoline or other flammable items in LESSEE'S hangar, except for those quantities of substances ordinarily used for the maintenance of an airplane. LESSEE further agrees to abide by the pertinent rules and regulations set forth by the local, county and state fire marshals.

**SECTION 14. Destruction of Hangar or Improvements.**

14.1 Partial damage. If the leased premises are partly damaged and paragraph 14.2 does not apply, the property shall be repaired by COUNTY at COUNTY'S expense. Repairs shall be accomplished with all reasonable

dispatch subject to interruptions and delays from labor disputes and matters beyond the control of COUNTY. The repairs shall be made in a way to interfere as little as reasonably possible with use of the premises by LESSEE.

14.2 Destruction. If the leased premises are destroyed or damaged such that the cost of repair exceeds 40 percent of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination and LESSEE shall be entitled to the reimbursement of any prepaid amounts paid by LESSEE and attributable to the anticipated term. If neither party elects to terminate, COUNTY shall proceed to restore the leased premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters not under control of COUNTY.

14.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of LESSEE.

**SECTION 15. Compliance with Law.**

LESSEE shall observe and obey all laws, ordinances, rules and regulations promulgated by any lawful authority of the United States, the State of Oregon, or any municipal subdivision having authority over or jurisdiction of the premises. This includes, but is not limited to safety, health, sanitary, fire, electrical and building codes, zoning and state and local comprehensive plans.

**SECTION 16. Insurance and Hold Harmless.**

16.1 LESSEE shall, at its own expense, at all times during the term of this lease, maintain in force a general liability policy with minimum coverage consistent with the Oregon Tort Claims Act limits. Certificates of Insurance shall be provided to COUNTY upon request. The County shall be named as an additional insured.

16.2 LESSEE shall conduct his activities under this lease at LESSEE'S own risk. LESSEE shall hold harmless and indemnify COUNTY, its agents, officers and employees from any and all damages, demands, suits or actions whatsoever resulting from or because of, any damage to property, injury or death to any person(s) arising out of any action or omissions by LESSEE or LESSEE'S contractors, employees or agents.

**SECTION 17. Taxes and Liens.**

LESSEE agrees to keep the leased premises free and clear of all liens and encumbrances. LESSEE shall pay as due all taxes on its personal property located on the leased premises. COUNTY shall pay as due all general real property taxes levied against the leased premises.

**SECTION 18. Access and Automobile Parking.**

No motor vehicle belonging to LESSEE, except aircraft, shall be allowed on the airport runway, taxiway or adjacent airport land, except in areas specifically designated for motor vehicle use.

**SECTION 19. Future Agreements.**

Any future agreement between the parties relative to this agreement shall be ineffective to modify or

discharge this agreement, in whole or in part, unless such agreement is in writing and signed with the same formalities as this instrument.

**SECTION 20. No Assignment Without Consent.**

**WARNING: THIS LEASE SHALL NOT BE ASSIGNED WITHOUT EXPRESS PRIOR WRITTEN APPROVAL BY COUNTY, WHICH SHALL NOT BE UNREASONABLY DENIED. SUBLETTING CONSTITUTES A COMMERCIAL OPERATION, AND ANY COMMERCIAL LEASE MUST BE NEGOTIATED.**

**SECTION 21. Subordination to Federal-State Agreements.**

21.1 The provisions of this lease shall be subordinate to any existing or future agreement between COUNTY and the United States relative to the operation or maintenance of the Brookings Airport. This subordination may be required as a condition precedent to the receipt of federal funds for the development of the airport. Failure of LESSEE to comply with any of the requirements of any existing or future agreement between COUNTY and the United States shall be cause for termination of LESSEE'S rights hereunder.

21.2 During a time of war or national emergency, COUNTY shall have the right to lease the landing area or any part thereof to the United States government for military or other federal government purposes. If such lease is executed, the provisions of this lease inconsistent with the provisions of the lease to the government shall be suspended.

**SECTION 22. County's Right to Develop the Airport.**

COUNTY reserves its right to further develop or improve the airport facility on COUNTY property in accordance with its duty to develop aviation within the state as dictated by the demands of air traffic and aviation safety.

**SECTION 23. Maintenance of Airport.**

COUNTY shall maintain the runways, public taxiways and aircraft parking areas. It is mutually understood that COUNTY retains sole authority to determine the methods and schedules by which any maintenance or necessary construction is to be performed. COUNTY shall have the right to close the airport whenever it deems necessary for reasons of public safety or convenience. No advance notice shall be necessary when closure of the airport is by reason of weather, acts of God, or other unforeseen circumstances.

**SECTION 24. No Exclusive Right.**

It is understood and agreed by the parties hereto that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958. It is clearly understood and agreed by the parties hereto that LESSEE may choose to perform any service on its own aircraft that it is legally qualified to perform.

**SECTION 25. Authority.**

Any and all powers and authority conferred upon LESSEE by this lease shall be strictly construed, and no other powers may be lawfully exercised by LESSEE without COUNTY'S prior written consent. LESSEE shall not have any authority to act on behalf of COUNTY, or to bind COUNTY to any third party, contractually or otherwise,

except as is expressly stated herein.

**SECTION 26. Non-Discrimination.**

COUNTY will not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:

- (a) Deny an individual any services or other benefits provided under this Agreement
- (b) Provide any services or other benefits to an individual which are different or are provided in a different manner from those provided under this Agreement
- (c) Subject an individual to segregation or separate treatment in any matter related to the receipt of any service(s) or other benefits under this Agreement.

**SECTION 27. Default.**

27.1 Default in Rent. It shall be an event of default if LESSEE fails to pay rent within ten (10) days that it is due.

27.2 Default in Other Covenants. It shall be an event of default if LESSEE fails to comply with any terms or condition or fulfill any obligation of the lease (other than the payment of rent) within 20 days after written notice by COUNTY specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20 day period, this provision shall be complied with if LESSEE begins correction of the default within the 20 day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**SECTION 28. Remedies on Default**

28.1 Termination. In the event of a default the lease may be terminated at the option of COUNTY by notice in writing to LESSEE. If the lease is not terminated by election of COUNTY or otherwise, COUNTY shall be entitled to recover damages from LESSEE for the default. If the lease is terminated, LESSEE=S liability to COUNTY for damages shall survive such termination, and COUNTY may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with use of reasonable force and without liability for damages.

28.2 Reletting. Following reentry or abandonment, COUNTY may relet the premises and in that connection may make any suitable alterations or refurbish the premises, or both, or change the character or use of the premises, but COUNTY shall not be required to relet for any use or purpose other than that specified in the lease or which COUNTY may reasonably consider injurious to the premises, or to any tenant which COUNTY may reasonably consider objectionable. COUNTY may relet all or part of the premises, along or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

28.3 Damages. In the event of termination on default COUNTY shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- (A) The loss of reasonable rental value from the date of default until a new tenant has been, with the

exercise of reasonable efforts could have been, secured.

(B) The reasonable costs of reentry and reletting including without limitation the cost of any clean up, refurbishing, removal of LESSEE=S property and fixtures, or any other expense occasioned by LESSEE=S failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs.

(C) Any excess of the value of the rent and all of LESSEE=S other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

28.4 Right to Sue More Than Once. COUNTY may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

**SECTION 29. Termination for Reasons Unrelated to Default**

This lease shall automatically terminate upon the following circumstance, and rent shall be pro-rated as of the date of termination:

Mutual written agreement of the parties.

**SECTION 30. Termination Upon Necessary Closure of the Airport.**

Should COUNTY determine that it is necessary and advisable that this airport be abandoned or closed due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other just cause, COUNTY shall have the right to terminate this lease on ninety (90) days written notice to LESSEE without penalty.

**SECTION 31. Transfer of Airport to Other Ownership.**

In the event that the airport is transferred into other ownership, COUNTY agrees to make diligent effort, as a condition of the transfer, to secure in writing the transferee's prior assurance that the transferee will, by acceptance of ownership of the airport, assume COUNTY'S responsibilities under terms and conditions of this lease.

**SECTION 32. Surrender at Expiration.**

Upon expiration of the lease term or earlier termination on account of default, LESSEE shall deliver all keys to COUNTY and surrender the leased premises in first-class condition and broom clean. LESSEE=S obligations under this paragraph shall be subordinate to the provisions of Section 15 relating to destruction.

**SECTION 33. Holding Over.**

Any holding over after the expiration of the term of this lease, unless LESSEE has exercised its option to renew, shall result in a monthly rate to be determined by COUNTY. Holding over shall be at the sufferance of COUNTY, and is subject to termination on thirty (30) days written notice by COUNTY.

**SECTION 34. No Warranty of Non-interference by Entities Outside County's Control.**

The parties hereto understand and recognize that the actions of local governmental units, of parties holding

land or living adjacent to the Brookings Airport, and of governmental entities not subject to COUNTY'S influence and control, may have, in the future, adverse impacts upon the number and character of flight and other operations at the airport. In such event LESSEE has the option of declaring the lease terminated on ninety (90) days written notice to COUNTY.

**SECTION 35. Accrued Rights.**

Any termination of this lease, or of rights and benefits hereunder shall be without prejudice to the obligations, liabilities or rights of any party already accrued prior to such termination.

**SECTION 36. Rights and Remedies Non-exclusive.**

The rights and remedies provided in the above provisions relating to breach of contract, default, and termination shall not be exclusive, and are in addition to any other rights and remedies provided by law unless expressly precluded by this lease.

**SECTION 37. Waiver.**

Any waiver by COUNTY of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent COUNTY from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

**SECTION 38. Notice.**

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid, and if intended for COUNTY, then addressed to CURRY COUNTY COMMISSIONERS' OFFICE, at 94235 Moore Street, Suite 122, Gold Beach, OR 97444 and if intended for the LESSEE, then addressed to the LESSEE at 98774 E. Camellia Drive, Brookings, OR 97415. Any such notice shall be deemed conclusively to have been delivered to the addressee seventy-two hours (72) after the deposit thereof in said U.S. Certified Mails.

**SECTION 39. Heirs and Assigns:**

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, to the successors, heirs and assigns of such parties.

**SECTION 40. No Employee Relationship.**

The parties understand and agree that the requirements imposed on LESSEE by terms of this lease shall not be construed to make LESSEE an officer, employee or agent of Curry County, as those terms are used in ORS 30.265.

**SECTION 41. Identity of Parties.**

In construing this lease, it is understood COUNTY or LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures the day and year written below.

CURRY COUNTY, OREGON  
BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair Date: \_\_\_\_\_

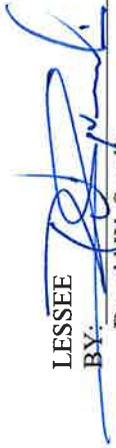
Susan Brown, Vice Chair Date: \_\_\_\_\_

David Brock Smith, Commissioner Date: \_\_\_\_\_

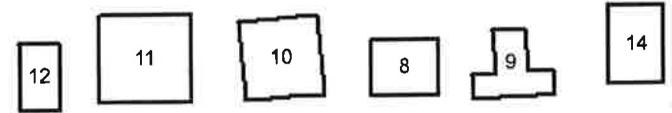
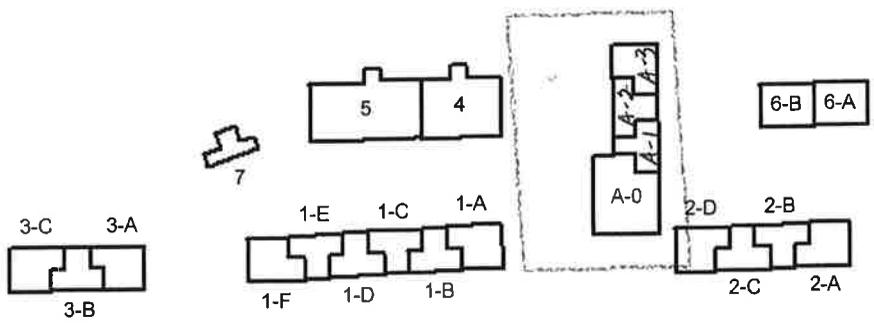
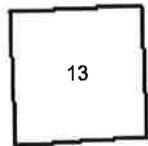
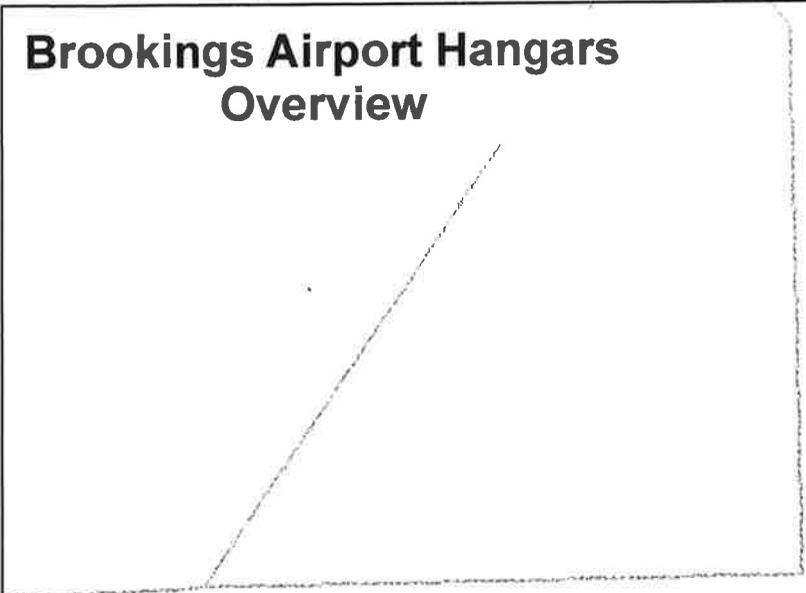
State of Oregon )  
                          ) SS  
County of Curry )

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Exp.: \_\_\_\_\_

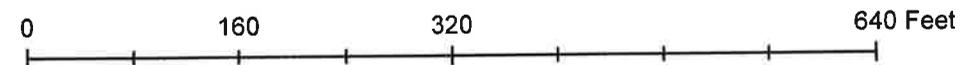
LESSEE  
BY:   
Donald W. Sparfin  
Date: 9/22/16  
Mailing address: 98774 E. Camellia Drive  
Brookings, OR 97415  
Telephone: (541) 469-5571  
Aircraft No. N1683J

# Brookings Airport Hangars Overview



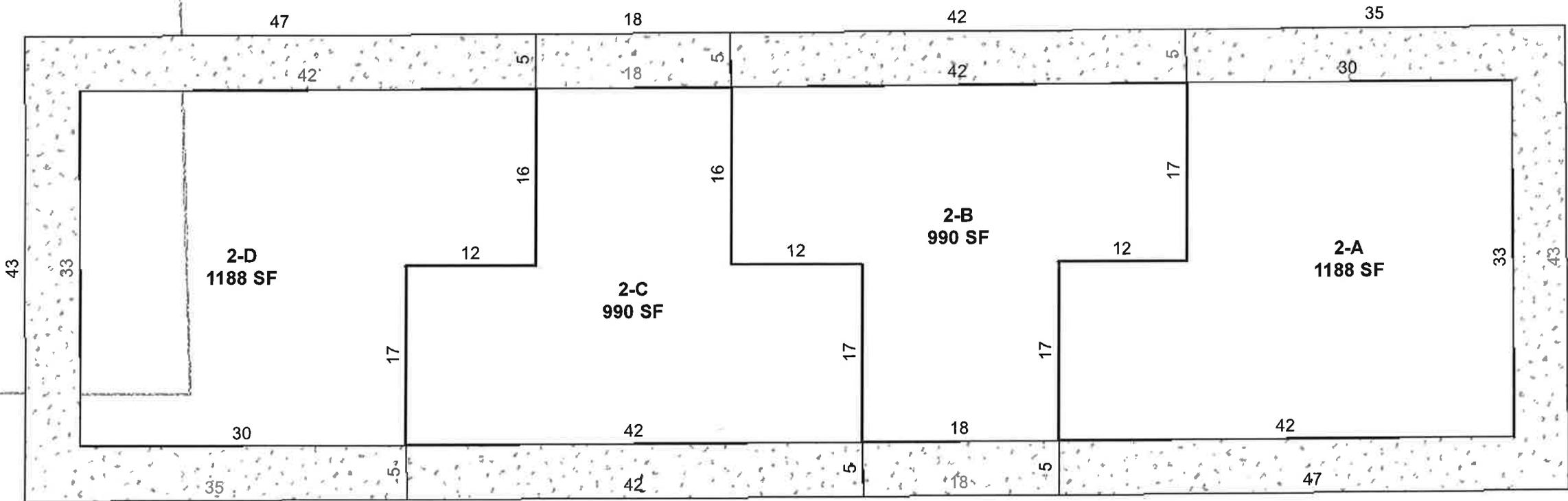
**Legend**

-  Hangar
-  Parcels



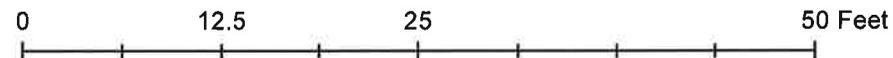
# Brookings Airport Hangars Building 2

EXHIBIT "A-1"



## Legend

-  Apron
-  Hangar
-  Parcels



# BROOKINGS AIRPORT HANGARS

# EXHIBIT A-2

| HANGAR NO. | HANGAR<br>SQ. FT. | APRON<br>SQ. FT. | TOTAL<br>SQ. FT. |
|------------|-------------------|------------------|------------------|
| 1-A        | 1,172             | 570              | 1,741            |
| 1-B        | 990               | 300              | 1,289            |
| 1-C        | 990               | 300              | 1,280            |
| 1-D        | 990               | 299              | 1,289            |
| 1-E        | 990               | 300              | 1,290            |
| 1-F        | 1,172             | 570              | 1,741            |
| 2-A        | 1,188             | 575              | 1,763            |
| 2-B        | 990               | 300              | 1,290            |
| 2-C        | 990               | 300              | 1,290            |
| 2-D        | 1,188             | 575              | 1,763            |
| 3-A        | 1,155             | 567              | 1,722            |
| 3-B        | 990               | 301              | 1,291            |
| 3-C        | 1,155             | 567              | 1,722            |
| 4          | 2,820             | 950              | 3,770            |
| 5          | 3,816             | 1,211            | 5,027            |
| 6-A        | 1,353             | 625              | 1,978            |
| 6-B        | 1,353             | 625              | 1,978            |
| 7          | 580               | 720              | 1,300            |
| 8          | 2,184             | 1,040            | 3,224            |
| 9          | 1,848             | 1,200            | 3,048            |
| 10         | 3,599             | 1,301            | 4,901            |
| 11         | 4,619             | 1,459            | 6,078            |
| 12         | 1,515             | 905              | 2,421            |
| 13         | 10,000            | 2,101            | 12,101           |
| 14         | 2,520             | 1,120            | 3,640            |
| A-0        | 2,748             | 855              | 3,603            |
| A-1        | 941               | 265              | 1,206            |
| A-2        | 1125              | 325              | 1450             |
| A-3        | 1091              | 460              | 1551             |

All measurements are rounded to the nearest full foot

**EXHIBIT "B"**

**Township 40 South, Range 13 West, Section 31, Curry County, Willamette  
Meridian  
A.K.A Brookings Airport**

**Hangar #2-D**

**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:** Order Appointing Three Individual Persons to the Pool of Members Who May Be Selected by the County Clerk to Sit on the Board of Property Tax Appeals

**AGENDA DATE<sup>a</sup>:** 10-4-2016 **DEPARTMENT:** Counsel **TIME NEEDED:** 5 min

<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)

**CONTACT PERSON:** J. Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 09-29-30

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:**

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Appointment

- (1)Order
- (2)Exhibit A

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:

<sup>c</sup>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:** Appointments

**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes  No   
(If Yes, brief detail) BOPTA is a required Board Pursuant to Statute.

**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



## 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](mailto: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: DAVID GRIFFITH Date: 09/27/2016

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"/> Fair Board                                   |
| <input checked="" type="checkbox"/> Board of Property Tax Appeals  | <input type="checkbox"/> Farm Board of Review                         |
| <input type="checkbox"/> Brookings Airport Advisory Committee      | <input type="checkbox"/> Local Public Safety Coordinating Council     |
| <input type="checkbox"/> Budget Committee                          | <input type="checkbox"/> Planning Commission                          |
| <input type="checkbox"/> Building Codes Appeal Board               | <input type="checkbox"/> Public Services Financial Advisory Committee |
| <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 type="checkbox"/> Coos Curry Housing Authority              |   |
| <input type="checkbox"/> Other                                     |   |

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

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

BOPTA

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? ON BOPTA 2014, 2015, 2016, 1995, 1996

I AM A REAL ESTATE APPRAISER AND BROKER.  
24 YEARS IN CURRY COUNTY.

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

TAXATION

Describe your previous experience in this appointed position or a similar position: SEE ABOVE

\_\_\_\_\_  
\_\_\_\_\_  
Other volunteer activities: NONE.  
\_\_\_\_\_  
\_\_\_\_\_

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 VERY LITTLE  
Have you ever been convicted of a crime?  Yes  No  
If Yes, please explain \_\_\_\_\_

[Signature] \_\_\_\_\_ 09/27/2016  
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](http://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](mailto: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: BRENT THOMPSON Date: 12 AUG 2016

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

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

Yes  No If Yes, list which committee(s):  
BOARD OF PROPERTY TAX APPEALS

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force?  
I AM A REAL ESTATE INVESTOR, BUILDING RENOVATOR WITH 4 YEARS EXPERIENCE ON THIS BOARD.

AS TO PLANNING I HAVE DECADES OF EXPERIENCE W/ PLANNING ISSUES  
AS TO SOLID WASTE - CURRY COUNTY'S RECYCLING RATE IS TOO LOW,  
What community topics concern you that relate to this Board, Commission, Council, Committee or Task Force?  
ECONOMIC VIABILITY ; FAIR PROCESSES IN HEARINGS

Describe your previous experience in this appointed position or a similar position: WE HAVE RECOMMENDED

ADJUSTING VALUES OF SOME APPEALS & REJECTED OTHERS

Other volunteer activities: HIGH SCHOOL POLE VAULT COACH & DOWNTOWN  
BEAUTIFICATION COMMITTEE BOTH OUTSIDE CURRY COUNTY

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 \_\_\_\_\_

Have you ever been convicted of a crime?  Yes  No

If Yes, please explain \_\_\_\_\_

Brent Thompson

Signature

12 August 2016

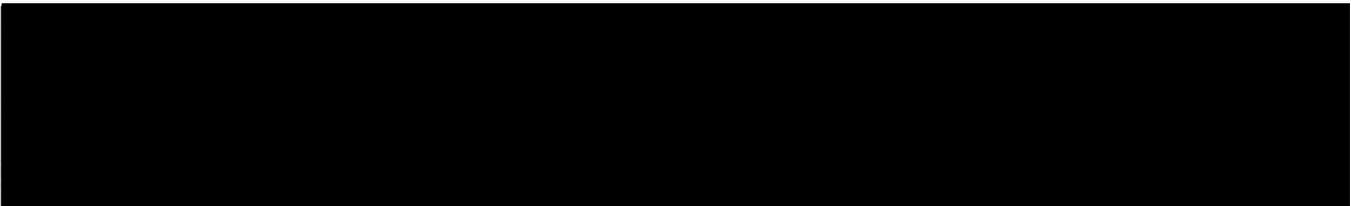
Date

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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](http://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.**



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

In the Matter of an Order )  
Appointing Three Individual )  
Persons to the Pool of )  
Members Who May be )  
Selected by the County )  
Clerk to Sit on the Board )  
Of Property Tax Appeals )

ORDER NO. \_\_\_\_\_

WHEREAS, the Board of Curry County Commissioners has a responsibility to appoint a pool of members who may be selected by the County Clerk to sit on the Board of Property Tax Appeals; and

WHEREAS, Commissioner Thomas Huxley, David Griffith and Brent Thompson have offered to serve as members on the Board of Property Tax Appeals; and

WHEREAS, Commissioner Thomas Huxley, David Griffith and Brent Thompson are duly qualified to serve on the Board of Property Tax Appeals;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that Commissioner Thomas Huxley is re-appointed to the pool of members described in ORS 309.067 (1)(a), and that David Griffith and Brent Thompson are re-appointed to the pool of members described in ORS 309.067(1)(b) for the Board of Property Tax Appeals. The data on pools required by ORS 309.067(3) is attached hereto as Exhibit "A". This order shall be effective upon its passage.

DATED this 4<sup>th</sup> day of October, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

\_\_\_\_\_  
Thomas Huxley, Chair

\_\_\_\_\_  
John Hutt  
Curry County Legal Counsel

\_\_\_\_\_  
Susan Brown, Vice Chair

\_\_\_\_\_  
David Brock Smith, Commissioner

**EXHIBIT "A"**

CURRY COUNTY BOARD OF PROPERTY TAX APPEALS

DATA ON POOLS REQUIRED BY ORS 309.067(3)

| <u>ORS</u>    | <u>BIOGRAPHICAL INFORMATION</u> | <u>TRAINING</u> |
|---------------|---------------------------------|-----------------|
| 309.067(1)(a) | Commissioner Huxley             | Needed          |
| 309.067(1)(b) | David Griffith                  | Needed          |
|               | Brent Thompson                  | Needed          |

**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:** Personnel Actions done by Appointing Authorities

**AGENDA DATE<sup>a</sup>:** 10/04/16 **DEPARTMENT:** Personnel **TIME NEEDED:** 5 minutes

<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)

**CONTACT PERSON:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 9/27/16

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Presentation to the Board per Personnel Rules change April 2016

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Discussion/Decision

- (1) Exhibit A
- (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
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:  
Address:  
City/State/Zip:

Phone:

Due date to send:        /        /

Email:

<sup>c</sup>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:** Presentations

**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



Exhibit A

Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 07-19-16

Employee's Name:

Bonnita Hennessey

Recommending Official

Sheriff John Ward

Action to be Taken: (check all that apply)

- Checkboxes for New Hire, Promotion, Payroll Allocation Change, Rehire, Change in Pay, Leave of Absence, Transfer, Other.

Job Description Attached

Start/Effective Date:

07-14-16

Temporary (less than 180 days) requires end date

End Date:

Seasonal (less than 90 days) requires end date

OR Continuing

Table with columns: FROM (use for changes), TO (use for new hires & changes), Dept, Range, Step, Base Pay, Per. Includes entry for 911/EMD, S 10, A, 3258, Month.

Certification (list):

\*Allocation Change:

No Change

Explanation:

Table for Allocation Change with columns: Fund, Dept, Division, Object, %.

Large empty box for explanation of allocation change.

Comments / Other: Use this space to clarify, explain, or justify personnel actions. Be specific and use sufficient detail so that future readers will understand what change(s) occurred, why, and the resulting effect on the employee's pay.

Large empty box for comments.

REQUIRED SIGNATURES: Please sign and date.

Supervisor:

Date:

Department

Head/Elected Official:

Date: 7-19-16

Employee:

Date: 8-1-16

Human Resources:

Date: 8/1/16

Handwritten signatures for Supervisor, Head/Elected Official, and Employee.



Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: August 11, 2016

Employee's Name:

Erik M. Donglemans

Recommending Official

Shelley Denney, Chief Deputy County Clerk

Action to be Taken: (check all that apply)

- Checkboxes for New Hire, Rehire, Transfer, Promotion, Change in Pay, Other, Payroll Allocation Change, Leave of Absence.

Job Description Attached

Start/Effective Date: August 29, 2016

Temporary (less than 180 days) requires end date

End Date:

Seasonal (less than 90 days) requires end date

OR Continuing

Table with columns: FROM (use for changes), Dept, Range, Step, Base Pay, Per, TO (use for new hires & changes), Dept, Range, Step, Base Pay, Per. Includes 'Election Deputy I' entry.

Certification (list):

\*Allocation Change:

No Change

Explanation:

Table for Allocation Change with columns: Fund, Dept, Division, Object, %, and a large empty box for explanation.

Comments / Other: Use this space to clarify, explain, or justify personnel actions. Be specific and use sufficient detail so that future readers will understand what change(s) occurred, why, and the resulting effect on the employee's pay.

Filling a vacant position in the County Clerk Elections Division. This position was budgeted for.

REQUIRED SIGNATURES: Please sign and date.

Supervisor: Shelley Denney
Department: Renee Holo
Employee: [Signature]
Human Resources: [Signature]

Date: 8/29/16
Date: 8/29/2016
Date: 8/29/16
Date: 8/29/16



Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 9/20/2016

Employee's Name:

Cathrine Hernandez

Recommending Official

Tony Vardy - Veteran Services Officer

Action to be Taken: (check all that apply)

- Checkboxes for New Hire, Rehire, Transfer, Promotion, Change in Pay, Other, Payroll Allocation Change, Leave of Absence.

Job Description Attached

Start/Effective Date: 9/22/2016

Temporary (less than 180 days) requires end date

End Date:

Seasonal (less than 90 days) requires end date

OR Continuing

Table with columns: FROM (use for changes), Dept, Range, Step, Base Pay, Per. Row 1: 12.00, Month.

Table with columns: TO (use for new hires & changes), Dept, Range, Step, Base Pay, Per. Row 1: Assistant VSO, VETERANS, FRR, \$12.00, 12 HR. - Month.

Certification (list):

\*Allocation Change:

No Change

Explanation:

Table with columns: Fund, Dept, Division, Object, %. Row 1: Sum of percentages must equal 100%

Comments / Other: Use this space to clarify, explain, or justify personnel actions. Be specific and use sufficient detail so that future readers will understand what change(s) occurred, why, and the resulting effect on the employee's pay.

REQUIRED SIGNATURES: Please sign and date.

Supervisor:

Handwritten signature of supervisor

Date:

Department

Head/Elected Official:

Handwritten signature of Cathrine Hernandez

Date: 9-19-16

Employee:

Date: 9-20-16

Human Resources:

Date: