



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday October 19, 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**
 - a. There are vacancies on the Solid Waste Advisory Committee. All interested residents should complete an application available online or contact the Commissioners Office.
 - b. All November long will be the Jubilee Salmon Derby on the Elk River and Sixes River – register with the Port of Port Orford and get your solid silver salmon pin!
- 5. PUBLIC COMMENTS**
- 6. PUBLIC HEARING: 10:15 a.m. Lease with Elk River Development LLC – Counsel (20min)**
- 7. ADMINISTRATIVE ACTIONS/ APPOINTMENTS**
 - a. Notification of Non-Renewal of Curry Community Health (CCH) Lease with Curry County for Moore Street Courthouse Annex Building – CCH (10min)
 - b. Extension of Lease CJ:2013-42 between Curry Community Health and Curry County Colvin Street Property from January 1, 2017- December 31,2017 – CCH (15min)
 - c. Order Establishing an Official Relinquishment Close-Out Date for the Retired Senior Volunteer Program (RSVP) – Commissioner Brown (5min)
 - d. Order Dissolving the Retired Senior Volunteer Program (RSVP) Advisory Council – Commissioner Brown (5min)
 - e. Curry County Position Letter on Oregon Water Resources Department Rulemaking for the North Fork of the Smith River – Commissioner Smith (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.

8. PROCLAMATIONS/RESOLUTIONS/ LEGISLATIVE ACTIONS

- a. Resolution Authorizing the Grant Application for an Americans with Disabilities Act (ADA) Compliant Facilities Project at Boice Cope Park – Parks (5min)

9. NEW BUSINESS

- a. Discussion of InterFund Loan Intergovernmental Agreement (IGA) – Commissioner Smith (20min)
- b. Discussion of Search and Rescue Facility and Possible Property Transfer and Lease – Commissioner Smith (10min)

10. OLD BUSINESS

11. PRESENTATIONS TO THE BOARD

12. CONSENT CALENDAR – (2min)

- a. Increase MasterCard Balance Limit – Roads

13. COMMISSIONER UPDATES/ LIAISON & DEPARTMENT ACTIVITY REPORTS

14. EXECUTIVE SESSION

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: Lease with Elk River Development LLC

AGENDA DATE^a: 10/19/2016 **DEPARTMENT:** Legal **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: John Hutt **PHONE/EXT:** x 3218 **TODAY'S DATE:** 10/12/16

BRIEF BACKGROUND OR NOTE^b: Public Hearing on lease follow up from workshop on Sept 28th
Lease allows ERD to submit plans for future development subject to public process; includes provisions to reduce, eliminate or otherwise cover risks to the county; will result in revenue; in the public interest

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

- (1) Lease
- (2) Exhibits
- (3) Order

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) potential revenue increase in the future
2. Does this agenda item impact any other County department? **Yes** **No**
(If Yes, brief detail) Community Development future applications
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) The Exhibits are not attached. The legal on page one is incomplete. Fees \$57/first page, \$5/each additional page.

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) Lease conditional transfer of property rights

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

AFTER RECORDING RETURN TO
AND SEND TAX STATEMENTS TO:

Elk River Development LLC, c/o Jim Haley
7011 Farnam St.
Omaha, NE 68132

LEASE

Between Curry County, an Oregon General Law County, a political subdivision of the State of Oregon, (County / Lessor) and Elk River Development, LLC, an Oregon limited liability company, (ERD / Lessee).

Description of Property

Certain Real Property Owned by Curry County located at Map 29 Section 15 Range 32 Township Tax Lots 298 and 299, either adjacent to or part of a property commonly known as Curry County Transfer Site, comprising 28 acres more or less, legally described by metes and bounds on Exhibit attached A hereto, and depicted in diagram on Exhibit B, attached hereto (Premises/Property).

Lease of Property from County to ERD

For purposes of this lease, the County will use an estimate of "real market value" for the property of \$100,000 based on comparable sales of large parcels on file with the County Assessor. County will lease property to ERD for \$6,000, such amount being 6% of the current "real market value", per year for the first 20 years, with three automatic renewals thereafter at the same rate as the first 20 years (such amount being \$6,000) and other good and valuable consideration as set forth herein. Upon satisfaction of the conditions herein, tenant shall have quiet enjoyment of the premises.

The initial rent payment shall be due upon the last to occur of the contingent conditions listed herein below under the conditions of payment and development, which ERD will seek obtain as soon as reasonably practicable and on each anniversary of the first payment pursuant to this Lease thereafter. Notwithstanding the foregoing, ERD may commence paying the rent prior to the occurrence of all of the contingent conditions in ERD's discretion.

Use of Premises with Conditions

The lease is for the purpose of construction of single family residential units for transient lodging, short-term or long-term rental use.

In consideration for the rights to use, possess and develop the land herein, ERD agrees to

1. Develop the property with residential uses to the density allowed under the current zoning, or as re-zoned at the expense of ERD;
 - a. Within 5 years of execution of this lease, applicant will seek approval for development of the Property in substantial compliance with Exhibit C, (Conceptual Site Plan) and obtain approval of a final development permit from Curry County Community Development Department, Planning Commission or Board of Commissioners as applicable;
 - b. Within 10 years of execution of this lease, ERD will have constructed at least one unit of housing;
 - c. Within 15 years of execution of this lease, ERD will have constructed at least four more units of housing;
 - d. Within expiration of the first 20-year lease term, ERD will have fully built out the property substantially as described on Exhibit B attached hereto.

All time requirements contained in subsections 1 (a) – (d) above are suspended pending any challenges to the lawfulness of this lease or any development anticipated hereunder.

2. ERD agrees that the residential uses proposed to be developed will be used primarily by non-owners and that the non-owner residents will pay a nightly or monthly use fee, of 6% of the overall rental rate, which will be owed to the county to be collected by ERD or its successor in interest.
 - a. Overall lodging rate includes lodging, plus service fees, pet fees, wi-fi/internet, and other such add-on fees, but does not include the cost of meals or fees charged for activities or services conducted or obtained outside of the leased property, such as golf fees.
 - b. The fee will be owed by the lodger to the County.
 - c. Lessee will be responsible for collecting the fee and remitting all fees generated from the property to County on a quarterly basis. Remittals will be accompanied by forms developed by the County for the purpose of accounting for remittals. The County has the right to inspect the books and records of the Lessee.
 - d. Fees will be remitted to Curry County Board of Commissioners or its designee.
 - e. The fees will be allocated to the general fund for use at the discretion of the County.
 - f. Any late returns will be subject to a 5% penalty, which is a reasonable approximation of the County's cost for collecting the delinquent fees.
 - g. Lessee shall be allowed to retain 5% of all use fees collected as an administration fee.
 - h. In the event the County adopts a tax or fee such as a Transient Lodging Tax (TLT) that would apply to the development herein, Lessee will only be required to collect and lodgers will only be required to pay one fee, being the new tax rate or fee or the fee rate established herein, whichever is greater. Any TLT revenues would be spent per applicable restrictions, not under subsections (d) & (e) above.

Prior to first entering any agreement for transient, short- or long-term lodging allowed herein, lessee shall provide to County a copy of lessee's proposed standard-form lodging agreement. If the County

does not provide objections or corrections within 30 days, the standard form agreement shall be allowed throughout the duration of the tenancy. Any amendments, or changes to the approved standard-form lodging agreement shall be submitted for approval in the same manner as the initial lodging agreements. The lodging agreement shall acknowledge the presence of the solid waste facility and the lodgers will agree to waive any claims against the County as a result of any claims arising out of the County's ownership and activities with respect to the solid waste facility.

All above conditions of payment and development of ERD are contingent upon: (i) EPRD or its successor obtaining approval for and developing the Pacific Gales Golf Course project, as described in Curry County land use file No. CUP AD 1411; (ii) ERD obtaining all necessary approvals to develop the property substantially in accordance with the Conceptual Site Plan; and; (iv) ERD obtaining sufficient financing for the development of the property substantially in accordance with the Conceptual Site Plan. In the event ERD, EPRD or its successor are unsuccessful or unable to obtain approval or financing, as applicable, for any of (i) – (iv) above, the above conditions under this lease agreement are not binding; and either the County or ERD or their successors may terminate this lease for convenience and the property and all improvements thereon shall revert to the County. At its option, the County may require ERD to remove any improvements at ERD's sole expense.

Real Property Taxes

Lessee shall be responsible for paying to the proper authorities all other Federal, State and Local taxes that are imposed on the property.

Utilities

Lessee will be responsible for developing and maintaining all utilities that serve the property.

Development Permits Compliance with Laws

Lessee shall be responsible for obtaining and complying with all necessary Federal, State and Local permits for development, and shall comply with all applicable Federal, State and Local laws regarding Lessee's activities under this lease.

Property As-Is

Landlord makes no representation about the quality of the property. Lessee has had the opportunity to inspect to lessee's satisfaction and accepts the property As-is.

Environmental

The premises are located on or immediately adjacent to a de-commissioned landfill. The landfill is subject to a DEQ order that involves a Trust to monitor a plume of underground toxins through use of a series of test wells, in addition to on-site inspections and vegetation control including mowing, grubbing, herbicide spraying and burning.

Lessee and its assigns acknowledge the existence of the Landfill and this Trust, and agrees to hold harmless the Landlord, Curry County, its officers, employees, representatives and assigns; and to defend and indemnify same against any claims for damage, injury or death from the existence of the Landfill,

the plume or the operations of the Trust as the result of the actions or inactions of the Lessee on the Premises. Lessee shall record a deed restriction to this effect after review and approval by County Counsel.

Lessee has had the opportunity to conduct environmental due diligence prior to entering this lease. If after the execution of this Lease Lessee learns of or encounters an environmental hazard that, in the determination of Lessee, prevents Lessee from developing the property in substantial accordance with the Conceptual Site Plan, or such development is not reasonably feasible due to costs, expense or health concerns, or any combination thereof, ERD or their successors may terminate this lease for convenience and the property and all improvements thereon shall revert to the County. At its option, the County may require Lessee to remove any improvements at lessee's expense. If lessee refuses, County may remove the improvements and charge such costs back to the Lessee, its agents, representatives and assigns.

Lessee has had the opportunity to review the County's environmental reports on the landfill property. Lessee has had the opportunity to secure, at Lessee's sole expense, environmental reports including but not limited to Phase I and Phase II environmental assessments to the standards required of the industry on the property.

Lessee is aware that the DEQ order applicable to the decommissioned landfill site requires ongoing monitoring of test wells. If, as a result of lessee's actions, DEQ imposes additional monitoring requirements, lessee will compensate the County for the costs necessary to meet the additional requirements.

Non-Transfer / Non-Assignment

The property herein leased shall be held in single ownership by Curry County. No subdividing of the land shall be allowed. No creation of unit ownership shall be allowed. The rights of ERD under this lease may not be assigned or transferred without express written consent of Curry County, which consent shall not unreasonably be withheld; provided, however, that no consent of Lessor shall be required for any Transfer by Lessee to (i) one or more entities in which Lessee directly or indirectly owns at least twenty-five percent (25%) of the voting interests, (ii) any Lender as collateral security for Lessee's obligations under the financing documents Lessee has entered into with such financing parties (notwithstanding anything to the contrary contained herein, Lessee shall not encumber Lessor's fee interest in the Property with a Lender's Lien), (iii) a purchaser of the Golf Facilities, and/or (iv) to a purchaser of the ownership interests in Lessee. In the event Lessor's consent is required in connection with a Transfer by Lessee of all or any portion of its right, title or interest under this Agreement, then Lessee shall deliver notice of the same to Lessor, and if Lessor does not respond within sixty (60) days of the date of Lessee's notice of such Transfer to Lessor, then Lessor shall have deemed to have consented to such Transfer.

In the event that Lessee effects a Transfer of any of its rights under this Agreement, then the transferee, assignee, grantee or sublessee shall be subject to and bound by all of the terms and provisions hereof and Lessee shall structure any Transfer such that any notices, statements, demands, correspondence or

other communications required or permitted to be given by Lessor under this Agreement shall be to only one legal entity.

No subdividing

Lessee shall hold the property in single ownership. No subdividing of the parcel is allowed unless expressly agreed in writing by the Curry County Board of Commissioners.

No liens allowed

Lessee shall only allow encumbrance on the property for purposes of development of this property. Any lien shall be subject to a 20% collateralization requirement; to wit: the loan shall be only allowed up to 80% of the value of the land and improvements. Other than expressly allowed, the lessee shall not allow any liens or mortgages to be placed on the property and the property shall not be used as collateral for any loan.

Any work for improvements on the property shall be undertaken only after Lessee obtains a construction permit and performance bond or letter of credit in favor of Lessor in such amount as to pay for the work undertaken.

Requirement of Lawful Activity – Nuisance Waste, etc. not allowed

Lessee agrees to obey all Federal, State and Local laws respecting activities on the property. Lessee shall not to make or allow any unlawful, improper or offensive use of the premises and agrees not to do anything or permit anything to be done upon said premises which in any way creates a nuisance, hazard or waste.

Insurance

Lessee shall be responsible to obtain a policy of insurance throughout the term of the lease in the amount of \$2,000,000 for individual and \$5,000,000 aggregate commercial general liability insurance naming Lessor Curry County, its officers, employees, representatives, agents and assigns as additional named insureds. Included in this coverage, lessee will obtain coverage for claims arising out of, or related to, environmental contamination or hazards that may exist on the premises. If necessary, lessee will obtain a specific insurance policy rider, or special policy, to achieve this coverage. Upon reasonable advance notice, Lessee will provide the County with copies of its insurance policies and proof of payment of premiums.

Indemnity/ Defend/ Hold Harmless

In consideration of Curry County agreeing to the terms herein specified, Lessee its employees, officers, agents, affiliates, and subsidiaries expressly agree, to the fullest extent permitted by law yet subject to the applicable limits in the Oregon Tort Claims Act limitations on liability and Oregon Constitution Article XI, section 9 & 10, to indemnify, defend, save harmless, discharge, release and forever acquit Curry County, our employees, officers, agents and assigns from and against any and all claims, demands, suits, and proceedings brought against Curry County, our employees, officers, agents, and assigns for loss, property damage, personal injury or death that are alleged to have been caused the County in

connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the property covered by this agreement, or the associated areas surrounding such equipment. Lessee's duty to indemnify does not apply to the extent that the loss, property damage, personal injury or death is determined to be caused by or resulting from the sole fault of Curry County and/or its employees, officers, agents and assigns.

Lessor Right of Reverter

If Lessee fails to comply with any provision of this lease, Lessor shall have right of reverter, and the lessee's interest shall be forfeit. Any tenant improvements on the land shall forfeit to the Lessor . However, Lessor reserves the right to require Lessee to remove the improvements at Lessee's sole expense. If Lessee does not remove improvements after reasonable notice and opportunity, Landlord shall have the right to remove the improvements and charge costs to Lessee, its successors, officers, agents and assigns.

A default shall occur if

Lessee fails to perform any obligation imposed by this Lease and does not correct such failure within 30 days after receipt of written notice from Lessor's specifying the manner in which Lessee has failed to adhere to any provision of this Lease Agreement. . If the default is of such a nature that it cannot be completely remedied within the thirty (30) day period, this provision shall be complied with if Lessee begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

Lessee assigns or transfers this lease or sublets any of the premises subject to this lease without Lessor's prior consent.

Lessee files for bankruptcy or there is an action of creditors for same against or Lessee otherwise becomes insolvent.

Lessee otherwise breaches any material term of this lease.

In the event of default identified above, landlord shall be entitled to immediately terminate this lease and without liability, re-enter and take possession of the premises after reasonable notice to the Lessee.

The right of reverter is in addition to and does not eliminate or diminish landlord's right to pursue any other remedy available to Landlord at law or in equity.

Notice

Notice to the Landlord shall be sent to
Curry County Board of Commissioners
94235 Moore Street, Suite 123
Gold Beach, Oregon 97444

Notice to the Tenant shall be sent to
Elk River Development LLC, c/o Jim Haley
7011 Farnam, St.
Omaha, NE 68132

EXHIBIT A

CURRY COUNTY LEASE AREA LEGAL DESCRIPTION

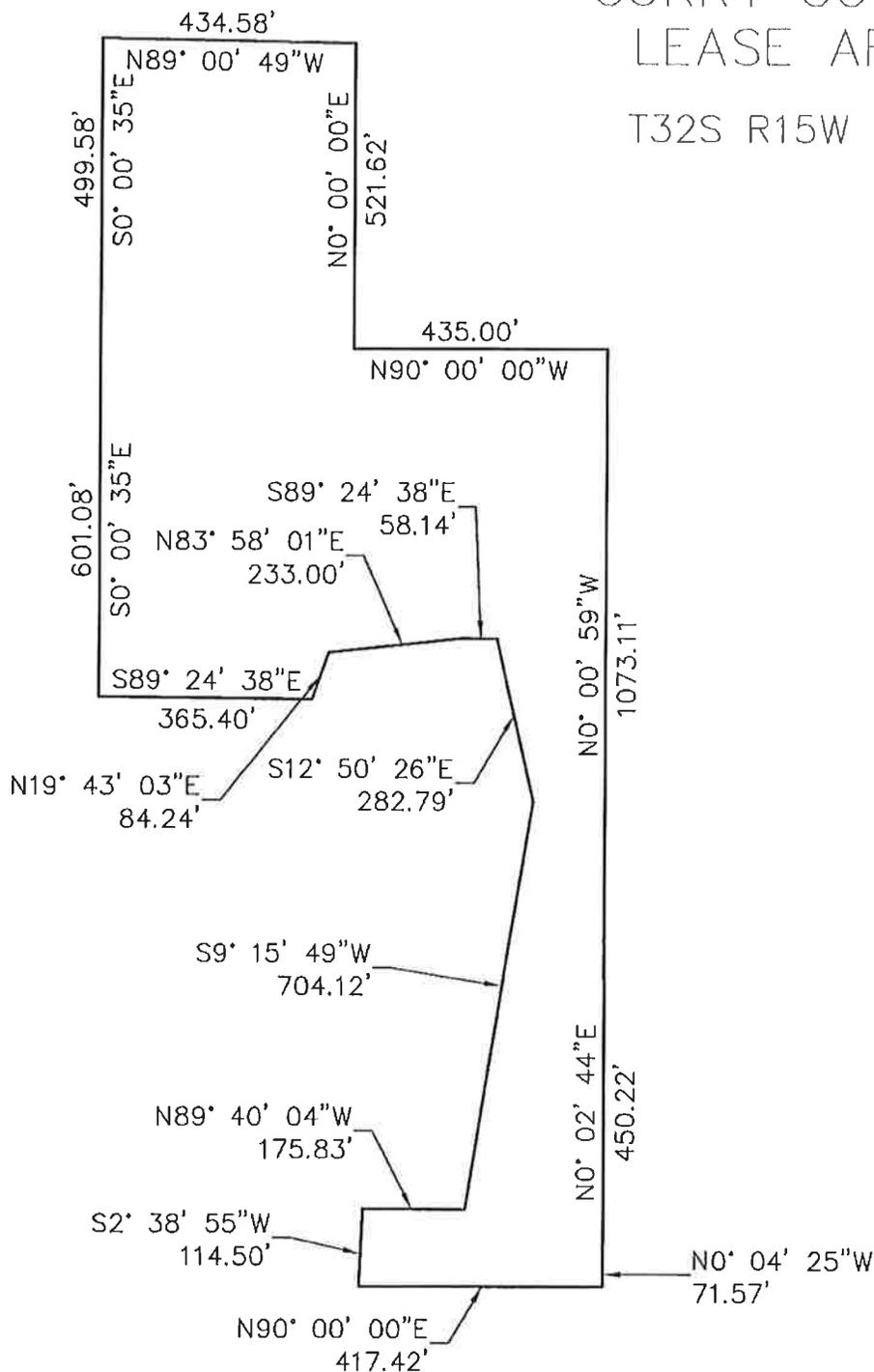
That certain tract of land lying in the Southwest Quarter of Section 29, Township 32 South, Range 15 West of the Willamette Meridian, Curry County, Oregon, described as follows:

Beginning at a point 143.56 feet North and 870 feet West of the South Quarter (1/4) Corner said Section 29 (said point based on that certain deed recorded in Volume 24, Page 307, Deed Records of Curry County), thence North 00°00'59" West 1073.11 feet to a 5/8" iron rod per CS 32-367, records of the Curry County Surveyor;
thence West 435.00 feet to a 5/8" iron rod per said CS 32-367;
thence North 521.62 feet to a 5/8" iron rod per said CS 32-367;
thence North 89°00'49" West 434.58 feet to a 5/8" iron rod per said CS 32-367;
thence South 00°00'35" East 1100.66 feet to a 5/8" iron rod per said CS 32-367;
thence South 89°24'38" East 365.40 feet;
thence North 19°43'03" East 84.24 feet ;
thence North 83°58'01" East 233.00 feet;
thence South 89°24'38" East 58.14 feet;
thence South 12°50'26" East 282.79 feet;
thence South 09°15'49" West 704.12 feet;
thence North 89°40'04" West 175.83 feet;
thence South 02°38'55" West 114.50 feet to a 5/8" iron rod per said CS 32-367;
thence North 90°00'00" East 417.42 feet to a 5/8" iron rod per said CS 32-367;
thence North 00°04'25" West 71.57 feet to a 5/8" iron rod per the Kreiger Subdivision Plat (Sub 1985-04);
thence North 00°02'42" East 450.22 feet to the point of beginning.

Said tract containing 21.12 acres.

Bearings and distances per CS 32-367, Curry County Survey Records.

CURRY COUNTY
LEASE AREA
T32S R15W S29C



Stuntzner Engineering & Forestry, LLC

ENGINEERING * LAND SURVEYING * FORESTRY
LAND PLANNING * WATER RIGHTS

705 SOUTH 4TH STREET
P.O. BOX 118
COOS BAY, OREGON 97420

PHONE: (541) 267-2872
FAX: (541) 267-0588
www.stuntzner.com

CURRY CO. LEASE AREA

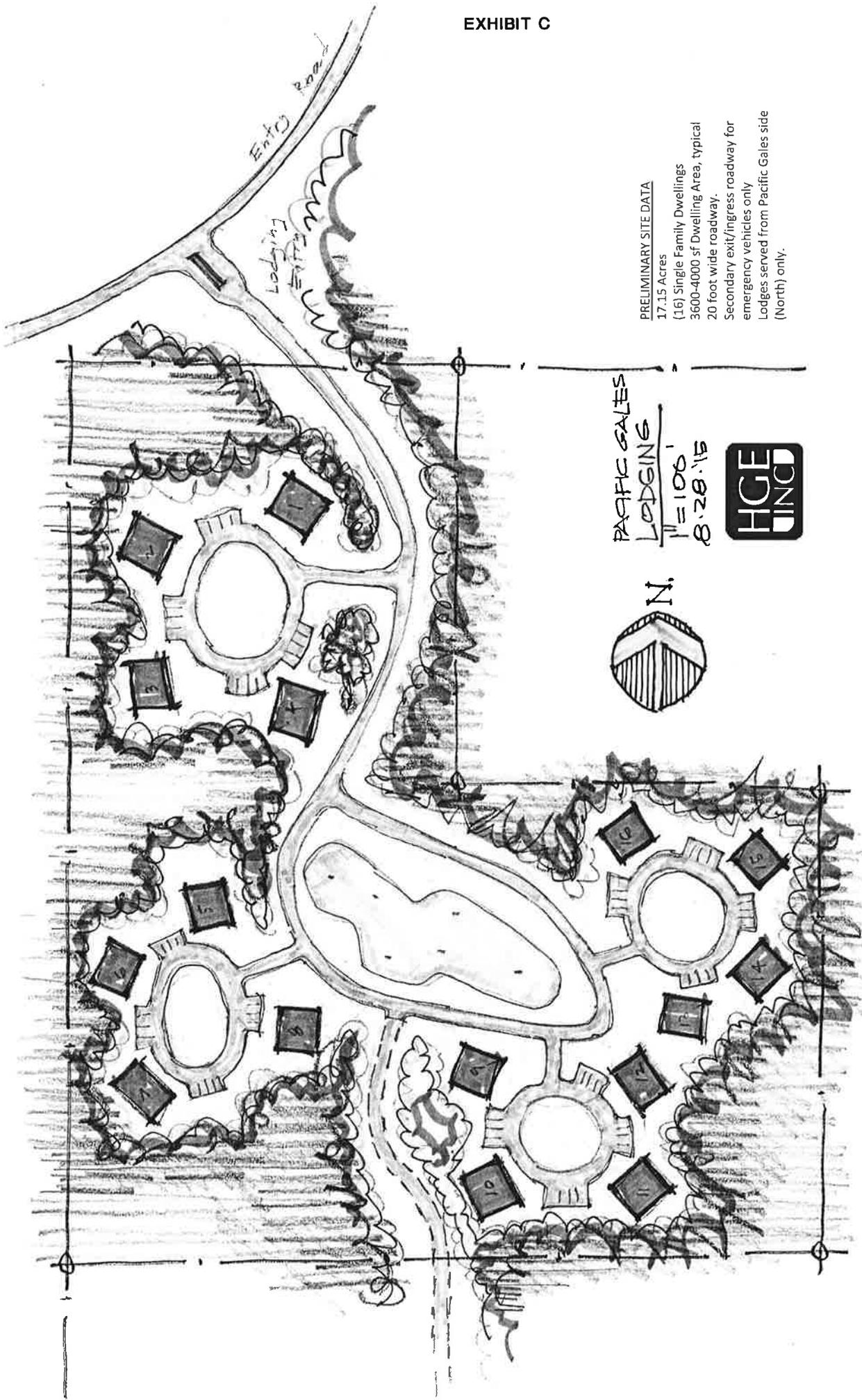
JOB NAME: ELK RIVER DEV., LLC

DATE: OCT. 2016

JOB NO: XX-XXX DESIGN BY: CDH

PAGE: 3 OF 3 DRAWN BY: AER

EXHIBIT C



PRELIMINARY SITE DATA

17.15 Acres

(16) Single Family Dwellings

3600-4000 sf Dwelling Area, typical

20 foot wide roadway.

Secondary exit/ingress roadway for

emergency vehicles only

Lodges served from Pacific Gales side

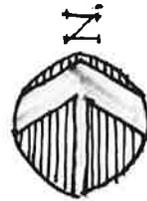
(North) only.

PACIFIC GALES

LODGING

1" = 100'

8.28.15



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 Lease)
with Elk River Development, LLC)

WHEREAS, Elk River Development, LLC, An Oregon Limited Liability Company, (ERD) desires to lease Certain Real Property owned by Curry County located at Map 29, Section 15, Range 32, Township Tax Lots 298 and 299, and

WHEREAS, the land 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 of twenty (20) years, with three (3) twenty (20) year renewals available, effective upon execution; and

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

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a lease with ERD.

DATED this 19th day of October, 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

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: Notification of Non-Renewal of CCH/County Lease for Moore Street, Courthouse Annex Building

AGENDA DATE^a: 10-19-16 **DEPARTMENT:** CCH **TIME NEEDED:** 10 min

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

CONTACT PERSON: K. Dukek **PHONE/EXT:** **TODAY'S DATE:** 10-3-16

BRIEF BACKGROUND OR NOTE^b: Email with Letter Attached announcing CCH Plans to move out of the County Annex Building

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (1)Email
- (2)Letter of Notification
- (3) Moore Street Lease
- (4) Moore Street Lease Extension

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:

^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) This discussion item should be prior to the Administrative Action approving the Colvin St., one year lease extension

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

4691

After recording, return to
(File No. 16534004)

Garrett Hemann Robertson P.C.
Attn: Eric W. Jamieson
PO Box 749
Salem OR 97308-0749

Until a change is requested, all
tax statements shall be sent to
the following address:
Curry Community Health
Attn: Jan Kaplan
94235 Moore St., Suite 121
Gold Beach OR 97444

OFFICE BUILDING LEASE
Moore Street Property

THIS OFFICE BUILDING LEASE ("Agreement" or "Lease"), is entered into this 1st day of February 2013, by and between the following parties:

LANDLORD:

Curry County
A political subdivision of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444

TENANT:

Curry Community Health
An Oregon nonprofit corporation
94235 Moore Street, Suite 121
Gold Beach OR 97444

A G R E E M E N T

1. LEASE DATA AND EXHIBITS

1.1 Leased Premises: The Leased Premises consist of approximately 3,172 square feet in the building located at 94235 Moore Street, Suite 121, Gold Beach, Oregon, 97444, plus use of the common storage area, if any (the "Leased Premises"). The legal description of the property located at 94235 Moore Street, Suite 121, Gold Beach, Oregon, is attached hereto as Exhibit 1.

1.2 Lease Term: The lease term shall commence on the 1st day of February 2013, and shall end no later than on December 31, 2015 (the "Lease Term"). This Agreement may be renewed upon mutual agreement of both parties in writing.

1.3 Base Rent: Tenant shall pay Landlord the sum of \$1,540.00 per month, payable monthly on or before the 1st day of each month during the Lease Term.

1.4 Use: The Leased Premises shall be used for office space.

1.5 Transfer Agreement: This lease shall be read and construed, to the extent possible, with the Transfer Agreement signed by both Tenant and Landlord.

2. **LEASED PREMISES**

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth herein, those certain Leased Premises described in Section 1.1 hereof.

3. **TERM**

The lease term shall be for the period stated in Section 1.2 hereof.

4. **RENT**

Tenant shall pay Landlord the monthly rental described in Section 1.3 hereof, payable in lawful money of the United States in advance on or before the day specified in Section 1.3 to Landlord, at the address first set forth above, or to such other party or at such other place as Landlord may hereafter from time to time designate in writing.

5. **USES**

The Leased Premises are to be used only for the uses specified in Section 1.4 hereof, and for no other business or purposes without the written consent of Landlord. No act shall be done in or about the Leased Premises that is unlawful or that will increase the existing rate of insurance on the Building. Tenant shall not commit or allow to be committed any waste upon the Leased Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any tenant in the Building. Tenant shall not, without the written consent of Landlord, use any apparatus, machinery or device in or about the Leased Premises which will cause any substantial noise or vibration. If any of Tenant's office machines and equipment should disturb the quiet enjoyment of any other Tenant in the building, then Tenant shall provide adequate insulation, or take such other action as may be deemed necessary to eliminate the disturbance. Tenant shall comply with all laws relating to its use of the Leased Premises and shall observe such reasonable rules and regulations as may be adopted and published by Landlord for the safety, care and cleanliness of the Leased Premises of the Building, and for the preservation of good order therein.

6. MAINTENANCE AND REPAIR

6.1 Landlord Maintenance. Landlord shall be responsible for maintaining the building and all of the Leased Premises in good order, condition, repair, operating condition, and appearance including, without limitation, the following:

- 6.1.1 Repair and maintenance of the gutters, roof and exterior walls;
- 6.1.2 Repair and maintenance of the water, sewer, gas and electrical services;
- 6.1.3 Repair and maintenance of the heating and air conditioning system;
- 6.1.4 Repair and maintenance of all landscaping, driveways, parking lots, fences and signs;
- 6.1.5 Major repairs to the bearing walls, structural members, floor slabs and foundation;
- 6.1.6 All other maintenance and repairs which Tenant is not expressly required to make under Section 6.2 below and
- 6.1.7 Any repairs required to bring the building and all of the Leased Premises up to the building code requirements of the local municipality.

6.2 Tenant Maintenance. Tenant's responsibility for maintenance or repair to any aspect of the building or Leased Premises is limited to the following item:

- 6.2.1 Any minor repairs or maintenance within the Leased Premises and not otherwise required to be repaired by Landlord and caused by the negligence of Tenant, its agents, employees or invitees.

7. UTILITIES

Landlord shall furnish the following services and utilities: landscape maintenance, water, sewer, storm sewer, electricity, gas, snow and ice removal, trash removal, janitorial services at least three days every week, outside window washing, building security and carpet cleaning.

8. TAXES

8.1 Tenant is a charitable institution as described in ORS 307.130 and is exempt from taxation under ORS 307.166. Tenant intends to use the Leased Premises for its charitable purposes. Pursuant to ORS 307.166, it is expressly agreed that the rent payable by Tenant has been established to reflect the savings resulting from the exemption from taxation. Tenant agrees to file a claim for tax exemption with the Curry County Assessor. In the event Tenant shall not obtain such an exemption, Tenant shall pay all real property taxes.

8.2 Tenant shall be responsible for and shall pay for any taxes assessed against the personal property owned by Tenant or located on the Leased Premises.

9. POSSESSION

In the event of the inability of Landlord to deliver possession of the Leased Premises or any portion thereof, at the time of the commencement of the term of this Lease, Landlord shall not be liable for any damages caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, Tenant shall not be liable for payment of any rent until such time as Landlord can deliver possession. If Landlord shall deliver possession of the Leased Premises to Tenant prior to the commencement date of this Lease and Tenant agrees to accept the same at such time, both Landlord and Tenant agree to be bound by all provisions and obligations of this Lease during the prior period, including the payment of rent at the same monthly rate, prorated for the prior period.

10. CARE OF LEASED PREMISES

10.1 Tenant shall take good care of the Leased Premises.

10.2 Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Leased Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use and wear and damage by fire or other casualty excepted.

10.3 Tenant shall be free to make any necessary alterations to the Leased Premises that are temporary in nature and will not be considered a fixture or permanent alteration or improvement. All damage or injury done to the Leased Premises by Tenant or by any persons who may be in or upon the Leased Premises with the consent of Tenant, including the cracking or breaking of glass or any windows and doors, shall be paid for by Tenant and Tenant shall pay for all damage to the Building caused by Tenant's misuse of the Leased Premises or the appurtenances thereto. All normal repairs necessary to maintain the Leased Premises in a tenantable condition shall be done by or under the direction of the Landlord and at Landlord's expense except as otherwise provided herein.

11. ACCESS

Tenant will permit Landlord and its agents to enter into and upon the Leased Premises during business hours or at all reasonable times upon 24 hours prior written notice to Tenant (except in an emergency whereupon access shall be allowed without notice) for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving the Leased Premises or the Building. Nothing contained in this Section shall be deemed to impose any obligation upon Landlord not expressly stated elsewhere in this lease. When reasonably necessary, Landlord may temporarily close entrances, doors, corridors, elevators or other facilities without liability to Tenant by reason of such closure and without such action by Landlord being construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this Lease. Landlord shall have the right to enter the Leased Premises for the purpose of showing the Leased Premises to prospective Tenants within the period of 180 days prior to the expiration or sooner termination of the lease term.

12. DAMAGE OR DESTRUCTION

If the Leased Premises shall be destroyed, either wholly or in part, by fire or other unavoidable casualty, either Landlord or Tenant may terminate the Lease by notice in writing to the other party within sixty (60) days after such destruction or damage. Such notice shall be effective as of the date of such destruction or damage. If the Lease is not terminated the monthly rent shall be abated in the same proportion as the untenable portion of the Leased Premises bears to the whole thereof from the date of such damage or destruction until the Leased Premises are restored. If Landlord elects with Tenant to continue the Lease, Landlord shall have a duty to work diligently to repair the damages and restore the Leased Premises to their original condition.

If the Building shall be destroyed or damaged by fire or other casualty insured against under Landlord's fire and extended coverage insurance policy to the extent that more than fifty percent (50%) thereof is rendered untenable, or in case the Building shall be materially destroyed or damaged by any other casualty other than those covered by such insurance policy, notwithstanding that the Leased Premises may be unaffected directly by such destruction or damage, Landlord or Tenant at either party's election, may terminate this Lease by notice in writing to the other party within sixty (60) days after such destruction or damage. Such notice shall be effective as of the date of such destruction or damage.

13. WAIVER OF SUBROGATION

The Landlord and Tenant hereby agree that neither shall be liable to the other for loss arising out of damage to, or destruction of, the demised Leased Premises or the contents thereof when such losses are caused by any of the perils included within the standard form of fire and extended coverage insurance. This agreement shall be binding, whether or not such damage or destruction be caused by negligence of either the Landlord or the Tenant or their agents, servants or employees and, further, any and all right of subrogation by an insurance carrier is hereby waived.

14. INDEMNIFICATION/INSURANCE

Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs or expenses, including attorney's fees, arising from any act, omission, or negligence of Tenant, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about the Leased Premises, or arising from any accident, injury, or damage, to any person or property, occurring in or about the Leased Premises; provided that the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by any act or omission, or the negligence of Landlord, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of Landlord.

15. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease nor sublet the whole or any part of the Leased Premises without first obtaining Landlord's consent, but such consent shall not be unreasonably withheld. No such assignment or subletting shall relieve Tenant or Tenant's liability under the Lease. Consent to any such assignment or subletting shall not operate as a waiver of the necessity for consent to any

subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through tenant.

16. ADVERTISING AND SIGNS

Tenant shall not inscribe any inscription, or post, place, or in any manner display any sign, notice, picture, placard or poster, or any advertising matter whatsoever, anywhere in or about the Leased Premises or the Building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere outside the Leased Premises without first obtaining Landlord's written consent thereto. Any such consent by Landlord shall be upon the understanding and condition that Tenant will remove the same at the expiration or sooner termination of this Lease and Tenant shall repair any damage to the Leased Premises or the Building caused thereby.

17. LIENS AND INSOLVENCY

Tenant shall keep the Leased Premises and the Building free from any liens arising out of any work performed, materials ordered or obligations incurred by Tenant. If Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, or assignee or other liquidating officer is appointed for the business of Tenant, then Landlord may terminate Tenant's right of possession under this Lease at Landlord's option.

18. TENANT DEFAULTS

Time is of the essence hereof, and in the event Tenant shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease, and if such default or violation shall continue or shall not be remedied within five (5) days (or, if no default in the rental is involved, within thirty (30) days) after notice in writing thereof is given by Landlord to Tenant, specifying the matter claimed to be in default, Landlord at its option, may immediately declare Tenant's rights under this Lease in default, provided, however, that if the non-payment default is of such a nature that it cannot be completely remedied within the 30-day period, there shall not be a default by Tenant if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence to affect the remedy as soon as practical. In the event of Tenant's default, Landlord, at its option, may declare Tenant's rights under this Lease terminated, and re-enter the Leased Premises, using such force as may be necessary, and repossess itself thereof, as of its former estate, and remove all persons and property from the Leased Premises. Notwithstanding any such re-entry, the liability of Tenant for the full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Tenant shall make good to Landlord any deficiency arising from a reletting of the Leased Premises at a lesser rental, plus the costs and expenses of renovating or altering the Leased Premises. Tenant shall pay any such deficiency each month as the amount thereof is ascertained by Landlord.

19. LANDLORD DEFAULTS

Time is of the essence hereof, and in the event Landlord shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease, and if such default or violation shall continue or shall not be remedied within thirty (30) days after notice in writing thereof is given by Tenant to Landlord, specifying the matter claimed to be in default with reasonable particularity, Tenant, at its option, may immediately declare Landlord's rights under

this Lease terminated, provided, however, that if the default is of such a nature that it cannot be completely remedied within the 30-day period, there shall not be a default by Landlord if Landlord begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence to affect the remedy as soon as practical.

20. PRIORITY

Tenant agrees that this Lease shall be subordinate to any mortgage or deeds of trust that may hereafter be placed upon the Leased Premises or the Building containing the same, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof; provided the mortgagee or beneficiary named in said mortgage or deed of trust shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default thereunder. Within fifteen (15) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust and shall execute estoppel certificates as requested by Landlord from time to time in the standard form of any such mortgagee or beneficiary.

21. REMOVAL OF PROPERTY

If Tenant shall fail to remove any of its property of any nature whatsoever from the Leased Premises or the Building at the termination of this Lease, or when Landlord has the right of re-entry, Landlord may, at its option, remove and store said property without liability for the loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell or permit to be sold, any or all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sales; first, to the cost and expense of such sale, including reasonable attorney's fees; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

22. NON-WAIVER

Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

23. SURRENDER OF POSSESSION

Upon expiration of the term of this Lease, or as otherwise mutually agreed upon in writing, Tenant shall promptly and peacefully surrender the Leased Premises to Landlord.

24. HOLDOVER

If Tenant shall, with the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the State of Oregon. During such tenancy, Tenant agrees to pay Landlord the same rate of rental as set forth herein, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants, and conditions herein specified, so far as applicable. If after a holdover the lease reverts to a month-to-month term, the Tenant shall pay any real property taxes that may be assessed on the Leased Premises under Oregon Administrative Rule 150-307-112(12).

25. CONDEMNATION

If all of the Leased Premises or such portions of the Building as may be required for the reasonable use of the Leased Premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Tenant is required to vacate the Leased Premises and all rentals shall be paid to that date. In case of a taking of a part of the Leased Premises, or a portion of the Building not required for the reasonable use of the Leased Premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the Leased Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Landlord reserves all of Landlord's rights to damages to the Leased Premises for any taking by eminent domain, and Tenant shall make no claim against Landlord for damages for termination of the leasehold interest or interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to Tenant's leasehold estate and for Tenant's moving expenses and for the interruption of or damage to Tenant's business, provided, that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Landlord.

26. NOTICES

All notices under this Lease shall be provided consistent with the notice provisions outlined in the Transfer Agreement.

27. COSTS AND ATTORNEY FEES

If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the Leased Premises, any court costs or attorney fees shall be paid in accordance with the obligations proscribed in the Transfer Agreement.

28. CAPTIONS AND CONSTRUCTION

The titles of sections of this Lease are not a part of this Lease and shall not affect the construction or interpretation of any part thereof. This Lease shall be construed and governed by the laws of the State of Oregon.

29. LANDLORD'S CONSENT

Whenever Landlord's consent is required under the terms hereof, such consent shall not be unreasonably withheld.

30. SUCCESSORS

All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators and successors.

31. PARKING

Tenant shall be entitled, without any additional charge, the right to use all parking facilities owned by the Landlord in the vicinity of the building on a non-reserved basis with Landlord and other tenants, subject to any reasonable rules governing the use of the parking area imposed on all users.

32. SECURITY

Landlord, its employees, agents and contractors shall cooperate with Tenant regarding its security and compliance procedures to the extent that Landlord may impact those procedures.

33. ENTIRE AGREEMENT

This Agreement can only be amended in writing signed by both parties. If any provision of this Agreement is held to be invalid under any applicable statute or law or unenforceable by a court of competent jurisdiction, such provision shall be deemed deleted from this Agreement to the extent of such invalidity and the remainder of this Agreement shall remain in full force and effect. If any provision in this agreement is inconsistent with or contradictory to the Transfer Agreement, the terms of the Transfer Agreement shall control.

34. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon.

35. REPRESENTATION OF COUNSEL

This Lease was prepared by Garrett Hemann Robertson P.C. which represents Landlord only in matter. It is not representing any Tenant, individually or jointly, in the preparation of this Lease. Tenant acknowledges that Tenant has been advised of these facts and has the right to and is encouraged to seek independent legal counsel of Tenant's choice regarding such Tenant's rights and obligations under this Lease. Tenant acknowledges Tenant has the right to and has negotiated the terms of this Lease and agrees that although this Lease was drafted by attorneys for Landlord, it shall not be interpreted or construed against any party.

*****SIGNATURES ON FOLLOWING PAGES*****

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year the first above written.

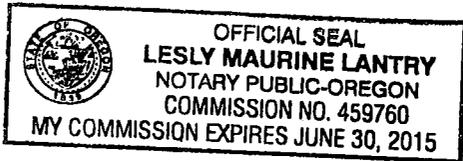
LANDLORD:

CURRY COUNTY

By: *David Itzen* 1/23/13
David Itzen, Commissioner Date

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on 1-23-13, 2013,
by David Itzen, Commissioner, Curry County Board of Commissioners.

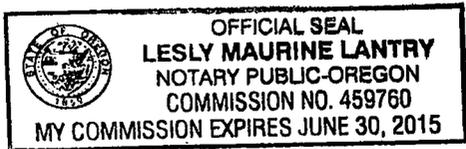


Lesly Lantry
NOTARY PUBLIC FOR OREGON 6/30/15
My Commission Expires: _____

By: *David Brock Smith* 1-23-13
David Brock Smith, Commissioner Date

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on 1-23-13, 2013,
by David Brock Smith, Commissioner, Curry County Board of Commissioners.

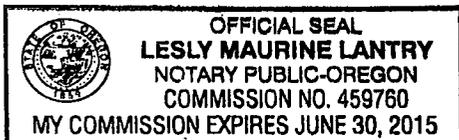


Lesly Lantry
NOTARY PUBLIC FOR OREGON 6/30/15
My Commission Expires: _____

By: Susan Brown
Susan Brown, Commissioner Date

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on 1-23-13, 2013,
by Susan Brown, Commissioner, Curry County Board of Commissioners.



Lesly Lantry
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/30/15

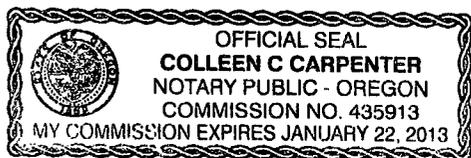
TENANT:

CURRY COMMUNITY HEALTH

By: Robert A. Horel 1-22-13
Printed Named: ROBERT A. HOREL Date
Title: CHAIR

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on January 22, 2013,
by Robert A. Horel.



Colleen C. Carpenter
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1/22/13

EXHIBIT 1

That portion of the real property in Gold Beach, OR located in section 36, township 36 S, range 15 W, in Curry County, Oregon more particularly described as follows:

Beginning on the North boundary of a Street described as Parcel #2 in D.V. 29-216, at a point South 68 deg East 50.0' from Bank tract (15-225) and running;

Thence, North 22 deg East 210.1';

Thence, South 88 deg 49' East 102.5';

Thence, South 22 deg West 249.7' to said Street boundary;

Thence, following Street boundary North 68 deg West 100', more or less, to the point of beginning.

Above described property is also known as (a.k.a.) Assessor's Map 36-15-36DD tax lot 1300. The leased area is a portion of the above described property known as the Gold Beach Public Health Office containing approximately 3,172 square feet of space .

AFTER RECORDING RETURN TO:

Curry County, a Political Subdivision
Of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444

SEND TAX STATEMENTS TO:

(If applicable)
Curry Community Health
Attn: Ken Dukek
94235 Moore Street, Suite 121
Gold Beach, OR 97444

EXTENSION OF MOORE STREET PROPERTY BUILDING LEASE

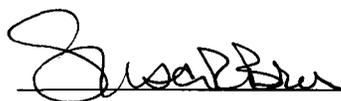
Dated: October 6, 2015

Between: Curry County, a Political Subdivision of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444 **LANDLORD**

And: Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444 **TENANT**

It is hereby agreed to by and between the above-referenced parties that the lease between them for the Moore Street Property located in Gold Beach, Oregon, and filed in the Commissioners' Journal as CJ:2013-43, is extended until December 31, 2016, under the same terms and conditions, except that the base rent under Section 1.3 shall be \$1586.00 per month instead of \$1,540 per month.

LANDLORD: CURRY COUNTY BOARD OF COMMISSIONERS



Susan Brown, Chair

10-6-15
Date

Thomas C. Huxley 10/6/15
Thomas Huxley, Vice Chair

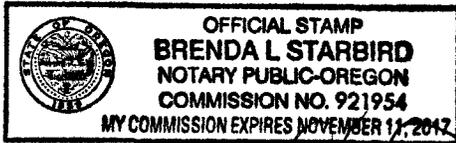
10/6/2015
Date

David Brock Smith
David Brock Smith, Commissioner

10/6/15
Date

State of Oregon)
) ss.
County of Curry)

Acknowledged before me this 6 day of October, 2015, by



Brenda L. Starbird
Notary Public of Oregon
My Commission Expires: Nov 11, 2017

TENANT: Curry Community Health
Ken Dukek
Ken Dukek, CEO

10/6/2015
Date

Approved as to Form:

M. Gerard Herbage
M. Gerard Herbage
Curry County Legal Counsel

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That portion of the real property in Gold Beach, OR located in section 36, township 36 S, range 15 W, in Curry County, Oregon more particularly described as follows:

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Thence, following Street boundary North 68 deg West 100', more or less, to the point of beginning.

Above described property is also known as (a.k.a.) Assessor's Map 36-15-36DD tax lot 1300. The leased area is a portion of the above described property known as the Gold Beach Public Health Office containing approximately 3,172 square feet of space .

Brenda Starbird

From: Ken Dukek <DukekK@currych.org>
Sent: Tuesday, September 27, 2016 8:59 AM
To: Thomas Huxley; Susan Brown; David Brock Smith; John Huttli; Brenda Starbird
Cc: Carole Cooke; Lauren Butterfield - CCH; Carly Kruse
Subject: Lease extension request for Colvin and the Lease termination for Moore
Attachments: 09271600.PDF; 09271601.PDF

Categories: Red Category

Greetings,

Please review the two attached files – one for each lease. I will deliver paper originals this afternoon. If you have any questions, please let me know. CCH considers the delivery of this email as an official notification of our requests effective today.

Thanks,

Ken Dukek
CCH CEO



CCH Administrative Offices
94235 Moore Street, Suite 121
Gold Beach, Oregon 97444
(541) 425-7545 Fax: (541) 425-5558
Please visit our website: www.currych.org

September 27, 2016

Curry County Board of Commissioners
94235 Moore Street, Suite 122
Gold Beach, Oregon 97444

Re: Lease Termination for the Moore Street Property; County-owned building

Greetings,

Curry Community Health, Inc. (CCH) is hereby providing notice to Curry County (County) that CCH will not be requesting a lease extension on the Moore Street Property filed in the Commissioners' Journal as CJ:2013-43. The current lease expires on 12/31/2016 and CCH shall be moved out of the building by that date along with all CCH property and equipment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenneth W. Dukék", written over a large, stylized blue circular mark.

Kenneth W. Dukék
CCH CEO

AFTER RECORDING RETURN TO:

Curry County, a Political Subdivision
Of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444

SEND TAX STATEMENTS TO:

(If applicable)
Curry Community Health
Attn: Ken Dukek
94235 Moore Street, Suite 121
Gold Beach, OR 97444

EXTENSION OF MOORE STREET PROPERTY BUILDING LEASE

Dated: October 6, 2015

Between: Curry County, a Political Subdivision of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444 **LANDLORD**

And: Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444 **TENANT**

It is hereby agreed to by and between the above-referenced parties that the lease between them for the Moore Street Property located in Gold Beach, Oregon, and filed in the Commissioners' Journal as CJ:2013-43, is extended until December 31, 2016, under the same terms and conditions, except that the base rent under Section 1.3 shall be \$1586.00 per month instead of \$1,540 per month.

LANDLORD: CURRY COUNTY BOARD OF COMMISSIONERS



Susan Brown, Chair

10-6-15

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: Extension of Lease CJ:2013-42 between Curry Community Health and Curry County re Colvin Street Property, Gold Beach, Oregon January 1, 2017 through December 31, 2017

AGENDA DATE^a: 10-19-16 **DEPARTMENT:** Counsel **TIME NEEDED:** 15 min.

^aSubmit 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:** 09-27-16

BRIEF BACKGROUND OR NOTE^b: This is a one year lease extension between CCH and County for the Colvin St. Building for another year, with a 3% increase in monthly payment.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Lease

- (1)E-mail dated 9-27-16 at 9:42A.M.
- (2)Letter from CCH requesting one year extension
- (3)Original lease CJ:2013-42 and previous lease extension CJ:2015-360 for Colvin St.
- (5)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: DukekK@currych.org

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) Please add Instrument Number 2015-3758 for recorded document. Fees \$57/first page, \$5/each additional page.

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 conditional transfer of property rights

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

4690

After recording, return to
(File No. 16534004)

Garrett Hemann Robertson P.C.
Attn: Eric W. Jamieson
PO Box 749
Salem OR 97308-0749

Until a change is requested, all
tax statements shall be sent to
the following address:
Curry Community Health
Attn: Jan Kaplan
94235 Moore St., Suite 121
Gold Beach OR 97444

OFFICE BUILDING LEASE

THIS OFFICE BUILDING LEASE ("Agreement" or "Lease"), is entered into this 1st day of February 2013, by and between the following parties:

LANDLORD: Curry County, a political subdivision of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444

TENANT: Curry Community Health, an Oregon nonprofit corporation
94235 Moore Street, Suite 121
Gold Beach OR 97444

A G R E E M E N T:

1. LEASE DATA AND EXHIBITS

1.1 Leased Premises: The Leased Premises consist of approximately 5,000 square feet in the building located at 29821 Colvin Street, Gold Beach, Oregon, 97444, plus use of the common storage area, if any (the "Leased Premises"). A legal description of the property located at 29821 Colvin Street, Gold Beach, Oregon, is attached hereto at Exhibit 1.

1.2 Lease Term: The lease term shall commence on the 1st day of February 2013, and shall end no later than on December 31, 2015 (the "Lease Term"). This Agreement may be renewed upon mutual agreement of both parties in writing.

1.3 **Base Rent:** Tenant shall pay Landlord the sum of \$2,460.00 per month, payable monthly on or before the 1st day of each month during the Lease Term.

1.4 **Use:** The Leased Premises shall be used for office space.

1.5 **Transfer Agreement:** This lease shall be read and construed, to the extent possible, with the Transfer Agreement signed by both Tenant and Landlord

2. **LEASED PREMISES**

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth herein, those certain Leased Premises described in Section 1.1 hereof.

3. **TERM**

The lease term shall be for the period stated in Section 1.2 hereof.

4. **RENT**

Tenant shall pay Landlord the monthly rental described in Section 1.3 hereof, payable in lawful money of the United States in advance on or before the day specified in Section 1.3 to Landlord, at the address first set forth above, or to such other party or at such other place as Landlord may hereafter from time to time designate in writing.

5. **USES**

The Leased Premises are to be used only for the uses specified in Section 1.4 hereof, and for no other business or purposes without the written consent of Landlord. No act shall be done in or about the Leased Premises that is unlawful or that will increase the existing rate of insurance on the Building. Tenant shall not commit or allow to be committed any waste upon the Leased Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any tenant in the Building. Tenant shall not, without the written consent of Landlord, use any apparatus, machinery or device in or about the Leased Premises which will cause any substantial noise or vibration. If any of Tenant's office machines and equipment should disturb the quiet enjoyment of any other Tenant in the building, then Tenant shall provide adequate insulation, or take such other action as may be deemed necessary to eliminate the disturbance. Tenant shall comply with all laws relating to its use of the Leased Premises and shall observe such reasonable rules and regulations as may be adopted and published by Landlord for the safety, care and cleanliness of the Leased Premises of the Building, and for the preservation of good order therein.

6. **MAINTENANCE AND REPAIR**

6.1 **Landlord Maintenance.** Landlord shall be responsible for maintaining the building and all of the Leased Premises in good order, condition, repair, operating condition, and appearance including, without limitation, the following:

- 6.1.1 Repair and maintenance of the gutters, roof and exterior walls;
- 6.1.2 Repair and maintenance of the water, sewer, gas and electrical services;
- 6.1.3 Repair and maintenance of the heating and air conditioning system;
- 6.1.4 Repair and maintenance of all landscaping, driveways, parking lots, fences and signs;
- 6.1.5 Major repairs to the bearing walls, structural members, floor slabs and foundation; and
- 6.1.6 All other maintenance and repairs which Tenant is not expressly required to make under Section 6.2 below.
- 6.1.7 Any repairs required to bring the building and all of the Leased Premises up to the building code requirements of the local municipality.

6.2 Tenant Maintenance. Tenant's responsibility for maintenance or repair to any aspect of the building or Leased Premises is limited to the following items:

6.2.1 Any minor repairs or maintenance within the Leased Premises and not otherwise required to be repaired by Landlord and caused by the negligence of Tenant, its agents, employees or invitees.

7. UTILITIES

Landlord shall furnish the following services and utilities: landscape maintenance, water, sewer, storm sewer, electricity, gas, snow and ice removal, trash removal, janitorial services at least three days every week, outside window washing, building security and carpet cleaning.

8. TAXES

8.1 Tenant is a charitable institution as described in ORS 307.130 and is exempt from taxation under ORS 307.166. Tenant intends to use the Leased Premises for its charitable purposes. Pursuant to ORS 307.166, it is expressly agreed that the rent payable by Tenant has been established to reflect the savings resulting from the exemption from taxation. Tenant agrees to file a claim for tax exemption with the Curry County Assessor. In the event Tenant shall not obtain such an exemption, Tenant shall pay all real property taxes.

8.2 Tenant shall be responsible for and shall pay for any taxes assessed against the personal property owned by Tenant or located on the Leased Premises.

9. POSSESSION

In the event of the inability of Landlord to deliver possession of the Leased Premises or any portion thereof, at the time of the commencement of the term of this Lease, Landlord shall not be liable for any damages caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, Tenant shall not be liable for payment of any rent until such time as Landlord can deliver possession. If Landlord shall deliver possession of the Leased Premises to Tenant prior to the commencement date of this Lease and Tenant agrees to accept the same at such time, both Landlord and Tenant agree to be bound by all provisions and obligations of this Lease during the prior period, including the payment of rent at the same monthly rate, prorated for the prior period.

10. CARE OF LEASED PREMISES

10.1 Tenant shall take good care of the Leased Premises.

10.2 Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Leased Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use and wear and damage by fire or other casualty excepted.

10.3 Tenant shall be free to make any necessary alterations to the Leased Premises that are temporary in nature and will not be considered a fixture or permanent alteration or improvement. All damage or injury done to the Leased Premises by Tenant or by any persons who may be in or upon the Leased Premises with the consent of Tenant, including the cracking or breaking of glass or any windows and doors, shall be paid for by Tenant and Tenant shall pay for all damage to the Building caused by Tenant's misuse of the Leased Premises or the appurtenances thereto. All normal repairs necessary to maintain the Leased Premises in a tenantable condition shall be done by or under the direction of the Landlord and at Landlord's expense except as otherwise provided herein.

11. ACCESS

Tenant will permit Landlord and its agents to enter into and upon the Leased Premises during business hours or at all reasonable times upon 24 hours prior written notice to Tenant (except in an emergency whereupon access shall be allowed without notice) for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving the Leased Premises or the Building. Nothing contained in this Section shall be deemed to impose any obligation upon Landlord not expressly stated elsewhere in this lease. When reasonably necessary, Landlord may temporarily close entrances, doors, corridors, elevators or other facilities without liability to Tenant by reason of such closure and without such action by Landlord being construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this Lease. Landlord shall have the right to enter the Leased Premises for the purpose of showing the Leased Premises to prospective Tenants within the period of 180 days prior to the expiration or sooner termination of the lease term.

12. DAMAGE OR DESTRUCTION

If the Leased Premises shall be destroyed, either wholly or in part, by fire or other unavoidable casualty, either Landlord or Tenant may terminate the Lease by notice in writing to the other party within sixty (60) days after such destruction or damage. Such notice shall be effective as of the date of such destruction or damage. If the Lease is not terminated the monthly rent shall be abated in the same proportion as the untenable portion of the Leased Premises bears to the whole thereof from the date of such damage or destruction until the Leased Premises are restored. If Landlord elects with Tenant to continue the Lease, Landlord shall have a duty to work diligently to repair the damages and restore the Leased Premises to their original condition.

If the Building shall be destroyed or damaged by fire or other casualty insured against under Landlord's fire and extended coverage insurance policy to the extent that more than fifty percent (50%) thereof is rendered untenable, or in case the Building shall be materially destroyed or damaged by any other casualty other than those covered by such insurance policy, notwithstanding that the Leased Premises may be unaffected directly by such destruction or damage, Landlord or Tenant at either party's election, may terminate this Lease by notice in writing to the other party within sixty (60) days after such destruction or damage. Such notice shall be effective as of the date of such destruction or damage.

13. WAIVER OF SUBROGATION

The Landlord and Tenant hereby agree that neither shall be liable to the other for loss arising out of damage to, or destruction of, the demised Leased Premises or the contents thereof when such losses are caused by any of the perils included within the standard form of fire and extended coverage insurance. This agreement shall be binding, whether or not such damage or destruction be caused by negligence of either the Landlord or the Tenant or their agents, servants or employees and, further, any and all right of subrogation by an insurance carrier is hereby waived.

14. INDEMNIFICATION/INSURANCE

Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs or expenses, including attorney's fees, arising from any act, omission, or negligence of Tenant, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about the Leased Premises, or arising from any accident, injury, or damage, to any person or property, occurring in or about the Leased Premises; provided that the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by any act or omission or the negligence of Landlord, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of Landlord.

15. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease nor sublet the whole or any part of the Leased Premises without first obtaining Landlord's consent, but such consent shall not be unreasonably withheld. No such assignment or subletting shall relieve Tenant or Tenant's liability under the Lease. Consent to any such assignment or subletting shall not operate as a waiver of the necessity for consent to any

subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through tenant.

16. ADVERTISING AND SIGNS

Tenant shall not inscribe any inscription, or post, place, or in any manner display any sign, notice, picture, placard or poster, or any advertising matter whatsoever, anywhere in or about the Leased Premises or the Building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere outside the Leased Premises without first obtaining Landlord's written consent thereto. Any such consent by Landlord shall be upon the understanding and condition that Tenant will remove the same at the expiration or sooner termination of this Lease and Tenant shall repair any damage to the Leased Premises or the Building caused thereby.

17. LIENS AND INSOLVENCY

Tenant shall keep the Leased Premises and the Building free from any liens arising out of any work performed, materials ordered or obligations incurred by Tenant. If Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, or assignee or other liquidating officer is appointed for the business of Tenant, then Landlord may terminate Tenant's right of possession under this Lease at Landlord's option.

18. TENANT DEFAULTS

Time is of the essence hereof, and in the event Tenant shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease, and if such default or violation shall continue or shall not be remedied within five (5) days (or, if no default in the rental is involved, within thirty (30) days) after notice in writing thereof is given by Landlord to Tenant, specifying the matter claimed to be in default, Landlord at its option, may immediately declare Tenant's rights under this Lease in default, provided, however, that if the non-payment default is of such a nature that it cannot be completely remedied within the 30-day period, there shall not be a default by Tenant if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence to affect the remedy as soon as practical. In the event of Tenant's default, Landlord, at its option, may declare Tenant's rights under this Lease terminated, and re-enter the Leased Premises, using such force as may be necessary, and repossess itself thereof, as of its former estate, and remove all persons and property from the Leased Premises. Notwithstanding any such re-entry, the liability of Tenant for the full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Tenant shall make good to Landlord any deficiency arising from a reletting of the Leased Premises at a lesser rental, plus the costs and expenses of renovating or altering the Leased Premises. Tenant shall pay any such deficiency each month as the amount thereof is ascertained by Landlord.

19. LANDLORD DEFAULTS

Time is of the essence hereof, and in the event Landlord shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease, and if such default or violation shall continue or shall not be remedied within thirty (30) days after notice in writing thereof is given by Tenant to Landlord, specifying the matter claimed to be in default with reasonable particularity, Tenant, at its option, may immediately declare Landlord's rights under

this Lease terminated, provided, however, that if the default is of such a nature that it cannot be completely remedied within the 30-day period, there shall not be a default by Landlord if Landlord begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence to affect the remedy as soon as practical.

20. PRIORITY

Tenant agrees that this Lease shall be subordinate to any mortgage or deeds of trust that may hereafter be placed upon the Leased Premises or the Building containing the same, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof; provided the mortgagee or beneficiary named in said mortgages or deed of trust shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default thereunder. Within fifteen (15) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust and shall execute estoppel certificates as requested by Landlord from time to time in the standard form of any such mortgagee or beneficiary.

21. REMOVAL OF PROPERTY

If Tenant shall fail to remove any of its property of any nature whatsoever from the Leased Premises or the Building at the termination of this Lease, or when Landlord has the right of re-entry, Landlord may, at its option, remove and store said property without liability for the loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell or permit to be sold, any or all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sales; first, to the cost and expense of such sale, including reasonable attorney's fees; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

22. NON-WAIVER

Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

23. SURRENDER OF POSSESSION

Upon expiration of the term of this Lease, or as otherwise mutually agreed upon in writing, Tenant shall promptly and peacefully surrender the Leased Premises to Landlord.

24. HOLDOVER

If Tenant shall, with the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the State of Oregon. During such tenancy, Tenant agrees to pay Landlord the same rate of rental as set forth herein, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants, and conditions herein specified, so far as applicable. If after a holdover the lease reverts to a month-to-month term, the Tenant shall pay any real property taxes that may be assessed on the Leased Premises under Oregon Administrative Rule 150-307-112(12).

25. CONDEMNATION

If all of the Leased Premises or such portions of the Building as may be required for the reasonable use of the Leased Premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Tenant is required to vacate the Leased Premises and all rentals shall be paid to that date. In case of a taking of a part of the Leased Premises, or a portion of the Building not required for the reasonable use of the Leased Premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the Leased Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Landlord reserves all of Landlord's rights to damages to the Leased Premises for any taking by eminent domain, and Tenant shall make no claim against Landlord for damages for termination of the leasehold interest or interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to Tenant's leasehold estate and for Tenant's moving expenses and for the interruption of or damage to Tenant's business, provided, that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Landlord.

26. NOTICES

All notices under this Lease shall be provided consistent with the notice provisions outlined in the Transfer Agreement.

27. COSTS AND ATTORNEY FEES

If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the Leased Premises, any court costs or attorney fees shall be paid in accordance with the obligations proscribed in the Transfer Agreement.

28. CAPTIONS AND CONSTRUCTION

The titles of sections of this Lease are not a part of this Lease and shall not affect the construction or interpretation of any part thereof. This Lease shall be construed and governed by the laws of the State of Oregon.

29. LANDLORD'S CONSENT

Whenever Landlord's consent is required under the terms hereof, such consent shall not be unreasonably withheld.

30. SUCCESSORS

All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators and successors.

31. PARKING

Tenant shall be entitled, without any additional charge, the right to use all parking facilities owned by the Landlord in the vicinity of the building on a non-reserved basis with Landlord and other tenants, subject to any reasonable rules governing the use of the parking area imposed on all users.

32. SECURITY

Landlord, its employees, agents and contractors shall cooperate with Tenant regarding its security and compliance procedures to the extent that Landlord may impact those procedures.

33. ENTIRE AGREEMENT

This Agreement can only be amended in writing signed by both parties. If any provision of this Agreement is held to be invalid under any applicable statute or law or unenforceable by a court of competent jurisdiction, such provision shall be deemed deleted from this Agreement to the extent of such invalidity and the remainder of this Agreement shall remain in full force and effect. If any provision in this agreement is inconsistent with or contradictory to the Transfer Agreement, the terms of the Transfer Agreement shall control.

34. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon.

35. REPRESENTATION OF COUNSEL

This Lease was prepared by Garrett Hemann Robertson P.C. which represents Landlord only in matter. It is not representing any Tenant, individually or jointly, in the preparation of this Lease. Tenant acknowledges that Tenant has been advised of these facts and has the right to and is encouraged to seek independent legal counsel of Tenant's choice regarding such Tenant's rights and obligations under this Lease. Tenant acknowledges Tenant has the right to and has negotiated the terms of this Lease and agrees that although this Lease was drafted by attorneys for Landlord, it shall not be interpreted or construed against any party.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year the first above written.

LANDLORD:

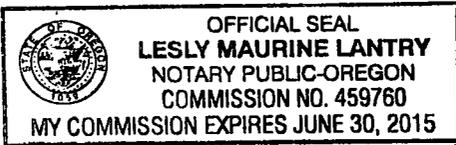
CURRY COUNTY

By: [Signature] 1/23/13
David Itzen, Commissioner Date

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on 1-23-13, 2013,
by David Itzen, Commissioner, Curry County Board of Commissioners.

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/30/15

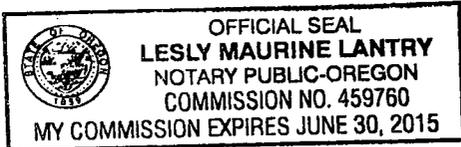


By: [Signature] 1-23-13
David Brock Smith, Commissioner Date

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on 1-23-13, 2013,
by David Brock Smith, Commissioner, Curry County Board of Commissioners.

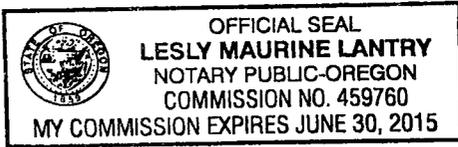
[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/30/15



By: Susan Brown
Susan Brown, Commissioner Date

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on 1-23-13, 2013,
by Susan Brown, Commissioner, Curry County Board of Commissioners.



Lesly Lantry
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/30/15

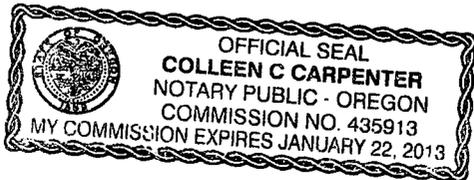
TENANT:

CURRY COMMUNITY HEALTH

By: Robert A. Horel 1-22-13
Printed Named: ROBERT A. HOREL Date
Title: CHAIR

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on January 22, 2013,
by Robert A. Horel.



Colleen C. Carpenter
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1/22/13

EXHIBIT 1

That portion of the real property in Gold Beach, OR located in section 36, township 36 S, range 15 W, in Curry County, Oregon more particularly described in the Curry County Clerk Book of Records 115 Page 283.

Above described property is also known as (a.k.a.) Assessor's Map 36-15-36DD tax lot 1200. The leased area is a portion of the above described property known as the Gold Beach Human Services Office containing approximately 5000 square feet of space .

AFTER RECORDING RETURN TO:

Curry County, a Political Subdivision
Of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444

SEND TAX STATEMENTS TO:

(If applicable)
Curry Community Health
Attn: Ken Dukek
94235 Moore Street, Suite 121
Gold Beach, OR 97444

EXTENSION OF COLVIN STREET PROPERTY BUILDING LEASE

Dated: October 6, 2015

Between: Curry County, a Political Subdivision of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444 **LANDLORD**

And: Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444 **TENANT**

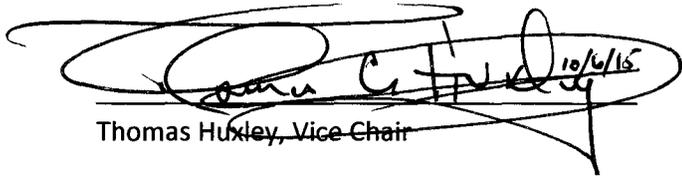
It is hereby agreed to by and between the above-referenced parties that the lease between them for the Colvin Street Property located in Gold Beach, Oregon, and filed in the Commissioners' Journal as CJ:2013-42, is extended until December 31, 2016, under the same terms and conditions, except that the base rent under Section 1.3 shall be \$2,534.00 per month instead of \$2,460 per month.

LANDLORD: CURRY COUNTY BOARD OF COMMISSIONERS



Susan Brown, Chair

10-6-15
Date

 10/6/15

Thomas Huxley, Vice Chair

10/6/2015
Date

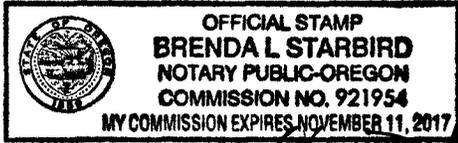


David Brock Smith, Commissioner

10/6/15
Date

State of Oregon)
) ss.
County of Curry)

Acknowledged before me this 6 day of October, 2015, by

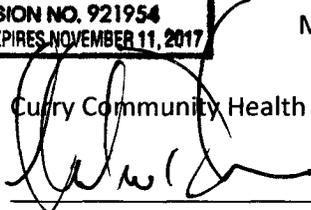




Notary Public of Oregon

My Commission Expires: Nov. 11, 2017

TENANT: Curry Community Health



Ken Dukek, CEO

10/6/2015
Date

Approved as to Form:

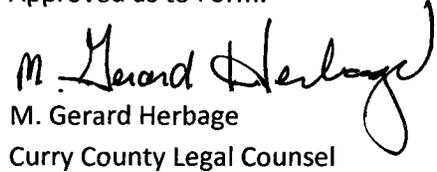

M. Gerard Herbage
Curry County Legal Counsel

EXHIBIT 1

That portion of the real property in Gold Beach, OR located in section 36, township 36 S, range 15 W, in Curry County, Oregon more particularly described in the Curry County Clerk Book of Records 115 Page 283.

Above described property is also known as (a.k.a.) Assessor's Map 36-15-36DD tax lot 1200. The leased area is a portion of the above described property known as the Gold Beach Human Services Office containing approximately 5000 square feet of space .



CCH Administrative Offices
94235 Moore Street, Suite 121
Gold Beach, Oregon 97444
(541) 425-7545 Fax: (541) 425-5558
Please visit our website: www.currych.org

September 27, 2016

Curry County Board of Commissioners
94235 Moore Street, Suite 122
Gold Beach, Oregon 97444

Re: Lease Termination for the Moore Street Property; County-owned building

Greetings,

Curry Community Health, Inc. (CCH) is hereby providing notice to Curry County (County) that CCH will not be requesting a lease extension on the Moore Street Property filed in the Commissioners' Journal as CJ:2013-43. The current lease expires on 12/31/2016 and CCH shall be moved out of the building by that date along with all CCH property and equipment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenneth W. Dukék", written over a large, stylized blue scribble.

Kenneth W. Dukék
CCH CEO

AFTER RECORDING RETURN TO:

Curry County, a Political Subdivision
Of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444

SEND TAX STATEMENTS TO:

(If applicable)
Curry Community Health
Attn: Ken Dukek
94235 Moore Street, Suite 121
Gold Beach, OR 97444

EXTENSION OF MOORE STREET PROPERTY BUILDING LEASE

Dated: October 6, 2015

Between: Curry County, a Political Subdivision of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444 **LANDLORD**

And: Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444 **TENANT**

It is hereby agreed to by and between the above-referenced parties that the lease between them for the Moore Street Property located in Gold Beach, Oregon, and filed in the Commissioners' Journal as CJ:2013-43, is extended until December 31, 2016, under the same terms and conditions, except that the base rent under Section 1.3 shall be \$1586.00 per month instead of \$1,540 per month.

LANDLORD: CURRY COUNTY BOARD OF COMMISSIONERS



Susan Brown, Chair

10-6-15

Date

Thomas Huxley 10/6/15
Thomas Huxley, Vice Chair

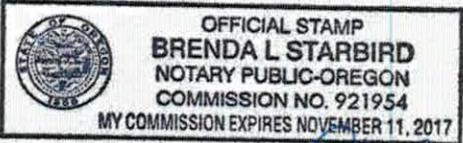
10/6/2015
Date

David Brock Smith
David Brock Smith, Commissioner

10/6/15
Date

State of Oregon)
) ss.
County of Curry)

Acknowledged before me this 6 day of October, 2015, by



Brenda L. Starbird
Notary Public of Oregon
My Commission Expires: Nov 11, 2017

TENANT: Curry Community Health
Ken Dukek
Ken Dukek, CEO

10/6/2015
Date

Approved as to Form:
M. Gerard Herbage
M. Gerard Herbage
Curry County Legal Counsel

Brenda Starbird

From: Ken Dukek <DukekK@currych.org>
Sent: Tuesday, September 27, 2016 8:59 AM
To: Thomas Huxley; Susan Brown; David Brock Smith; John Huttli; Brenda Starbird
Cc: Carole Cooke; Lauren Butterfield - CCH; Carly Kruse
Subject: Lease extension request for Colvin and the Lease termination for Moore
Attachments: 09271600.PDF; 09271601.PDF

Categories: Red Category

Greetings,

Please review the two attached files – one for each lease. I will deliver paper originals this afternoon. If you have any questions, please let me know. CCH considers the delivery of this email as an official notification of our requests effective today.

Thanks,

Ken Dukek
CCH CEO



CCH Administrative Offices
94235 Moore Street, Suite 121
Gold Beach, Oregon 97444
(541) 425-7545 Fax: (541) 425-5558
Please visit our website: www.currych.org

September 27, 2016

Curry County Board of Commissioners
94235 Moore Street, Suite 122
Gold Beach, Oregon 97444

Re: Lease Extension for the Colvin Street Property; County-owned building

Greetings,

Curry Community Health, Inc. (CCH) requests a one-year extension of the lease for the Colvin Street Property from Curry County (County). The current lease is set to expire on 12/31/2016. The current lease amount is \$2,534.00. In consideration of this one-year extension, CCH shall increase the lease payment by 3% for the lease period of 1/1/2017 – 12/31/2017. Provided County extends the Colvin Property Lease for the timeframe requested, CCH shall pay a new monthly lease rate of \$2,610.00, under the same conditions as listed in the original lease filed in the Commissioners' Journal as CJ:2013-42.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenneth W. Dukek", is written over the word "Sincerely,".

Kenneth W. Dukek
CCH CEO

AFTER RECORDING RETURN TO:

Curry County, a Political Subdivision
Of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444

SEND TAX STATEMENTS TO:

(If applicable)
Curry Community Health
Attn: Ken Dukek
94235 Moore Street, Suite 121
Gold Beach, OR 97444

EXTENSION OF COLVIN STREET PROPERTY BUILDING LEASE

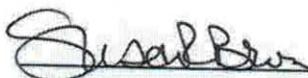
Dated: October 6, 2015

Between: Curry County, a Political Subdivision of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444 LANDLORD

And: Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444 TENANT

It is hereby agreed to by and between the above-referenced parties that the lease between them for the Colvin Street Property located in Gold Beach, Oregon, and filed in the Commissioners' Journal as CJ:2013-42, is extended until December 31, 2016, under the same terms and conditions, except that the base rent under Section 1.3 shall be \$2,534.00 per month instead of \$2,460 per month.

LANDLORD: CURRY COUNTY BOARD OF COMMISSIONERS


Susan Brown, Chair

10-6-15
Date

AFTER RECORDING RETURN TO:

Curry County, a Political Subdivision
Of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444

SEND TAX STATEMENTS TO:

(If applicable)
Curry Community Health
Attn: Ken Dukek
94235 Moore Street, Suite 121
Gold Beach, OR 97444

EXTENSION OF COLVIN STREET PROPERTY BUILDING LEASE

Dated: October 19, 2016

Between: Curry County, a Political Subdivision of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444 LANDLORD

And: Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444 TENANT

It is hereby agreed to by and between the above-referenced parties that the lease between them for the Colvin Street Property located in Gold Beach, Oregon, and filed in the Commissioners' Journal as CJ:2013-42, and the previous one year lease extension in the Commissioners' Journal as CJ:2015-360, Instrument No. 2015-3758, is again extended for one year until December 31, 2017, under the same terms and conditions, except that the base rent under Section 1.3 shall be \$2,610.00 per month instead of \$2,534.00 per month.

LANDLORD: CURRY COUNTY BOARD OF 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 of Oregon
My Commission Expires: _____

TENANT: Curry Community Health

Ken Dukek, CEO

Date

Approved as to Form:

John HuttI
Curry County Legal 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: Order Establishing an official relinquishment Close-out date for the Retired Senior Volunteer Program (RSVP)

AGENDA DATE^a: 10/19/2016 **DEPARTMENT:** Commissioner **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:**
10/10/2016

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Order
- (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: 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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Establishing an official relinquishment)
Close-out date for the Retired Senior) ORDER NO. _____
Volunteer Program (RSVP))

WHEREAS, on August 17, 2016, through Order # 20344, the Board of Curry County Commissioners relinquished the RSVP Program back the Corporation for National and Community Service (CNCS); and

WHEREAS, the on August 17, 2016, through Order # 20345, the Board granted Commissioner Susan Brown the authority to work with CNCS to relinquish the program; and

WHEREAS, CNCS is requesting an official program close-out date; and

WHEREAS, Commissioner Susan Brown will complete the relinquishment process no later than October 31, 2016.

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS the RSVP Program relinquishment will be completed by October 31, 2016

Dated this 19th 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

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 Dissolving the Retired Senior Volunteer Program (RSVP) Advisory Council

AGENDA DATE^a: 10/19/2016 **DEPARTMENT:** Commissioner **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:** 10/10/2016

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Order
- (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:

***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

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

In the Matter of an Order)
Dissolving the Retired Senior) ORDER No. _____
Volunteer Program (RSVP))
Advisory Council)

WHEREAS, on August 17, 2016, in Order No. 20344, the Board of Curry County Commissioners relinquished the Retired Senior Volunteer Program (hereinafter, "RSVP"); and

WHEREAS, a Retired Senior Volunteer Advisory Council was formed as an obligation of grant awards;

WHEREAS, the purpose of the Council was to provide input on community needs that RSVP volunteers should address and have direct involvement in project planning and evaluation, personnel recruiting and member nominations, fund-raising and public relations, and to make recommendations to the RSVP Program Director; and

WHEREAS, it is appropriate to dissolve the Retired Senior Volunteer Advisory Council;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that the Retired Senior Volunteer Advisory Council is dissolved effective the date of this order.

DATED this 19th day of October, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Approved As To Form:

Susan Brown, Vice Chair

John HuttI, 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: Curry County Position Letter on Oregon Water Resources Department Rulemaking for the Norht Fork of the Smith River

AGENDA DATE^a: 10-19-2016 **DEPARTMENT:** Commissioner **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: Smith **PHONE/EXT:** 3260 **TODAY'S DATE:** 10-12-2016

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Letter

- (1)Draft Letter forthcoming
- (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: 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

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: Resolution Designating Commissioner Susan Brown Signature Authority for the Oregon Housing and Community Services Local Innovation and Fast Track (LIFT) Grant Application

AGENDA DATE^a: 10/19/2016 **DEPARTMENT:** Commissioner **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:**
10/10/2016

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Resolution

- (1)Resolution
- (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:

^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)

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 a Resolution)
Designating Commissioner Susan Brown)
Signature Authority for the Oregon) RESOLUTION NO. _____
Housing and Community Services)
Local Innovation and Fast Track (LIFT)
Grant Application

WHEREAS, Commissioner Susan Brown has been working on the Curry County Housing Development initiative; and

WHEREAS, information and updates were presented to the Board of Commissioners on November 24, 2015, March 16, 2016, April 6, 2016, May 18, 2016, September 21, 2016, and October 4, 2016; and

WHEREAS, Curry County has an opportunity to apply for the Local Innovation and Fast Track (LIFT) Housing Program to build new affordable housing units for low-income households; and

WHEREAS, the goals of the LIFT program are to create a large number of new affordable housing units for low income people, serve rural communities with less than 25,000 people, serve families at or below 60% area median income; and identify innovative building strategies;

WHEREAS, Curry County has poverty rates as high as 35%, rental vacancy of 3% or less, and a waiting list for Section 8 vouchers of more than 1 year; and

WHEREAS, Curry County has identified potential locations and partnerships for low income housing development throughout the County; and

WHEREAS, Curry County recognizes the need to develop new affordable housing for our low income and vulnerable citizens; and

WHEREAS, the grant application for this program is not yet completed and has a submission deadline on October 31, 2016.

NOW, THEREFORE, THE CURRY COUNTY BOARD OF COMMISSIONERS HEREBY DESIGNATES Commissioner Susan Brown as the authorized official to sign the LIFT grant application.

Dated this 19th 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

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: Resolution Authorizing the Grant Application for an Americans with Disabilities Act (ADA) Compliant Facilities Project at Boice Cope Park

AGENDA DATE^a: 10/19/16 **DEPARTMENT:** Parks **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:** 10/14/16

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Resolution

- (1)Resolution
- (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: Parks

Email a Digital Copy to:

City/State/Zip:

Other

Phone: 3236

Due date to send: 10 /19 / 2016

Email: hudgenpm@co.curry.or.us

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

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

In the Matter of a Resolution)
Authorizing the Curry County Parks)
Department to Apply for Funding)
Assistance through the Oregon)
County Opportunity Grant Program)

RESOLUTION NO. _____

WHEREAS, the Curry County Parks Department is applying for a County Opportunity Grant through the Oregon Parks and Recreation Department to replace the existing restroom and shower facilities at Boice Cope Park with an ADA Compliant Restroom Shower Building; and

WHEREAS, by obtaining this grant, this would increase occupancy at the Boice Cope Park, especially for those visitors with disabilities; and

WHEREAS, grants for counties with a population of 30m000 and under will require a 25 percent local match, of which the County Parks Department has in its budget to absorb these costs, and provide ongoing maintenance as needed; and

WHEREAS, the County Parks Department has received one competitive bids from a contractor to perform the necessary work , and this bids is near the top range of the grant amount; and

WHEREAS, anticipated unexpected incidental costs incurred would be reimbursed through this reimbursement grant up to the total amount of dollars allowed under the grant; and

WHEREAS, as a condition of receiving County Opportunity Grant Assistance, Curry County will comply with all local, state, and federal laws relating to non-discrimination;

NOW, THEREFORE, THE CURRY COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES that the Curry County Parks Department is authorized to apply for grant funding assistance from the County Opportunity Grant Program through the Oregon Parks and Recreation Department to replace the existing restroom and shower facilities with an ADA Compliant Restroom Shower Building at Boice Cope Park.

IT IS FURTHER RESOLVED that Curry County is committed to ongoing project maintenance should the grant be awarded.

Dated this 19th 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

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: Discussion of InterFund Loan InterGovernmental Agreement (IGA)

AGENDA DATE^a: 10-19-2016 **DEPARTMENT:** Commissioner **TIME NEEDED:** 20min

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

CONTACT PERSON: Smith **PHONE/EXT:** 3260 **TODAY'S DATE:** 10-12-2016

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

(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: 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

**INTERGOVERNMENTAL AGREEMENT
FOR CURRY COUNTY HEALTH DISTRICT CAPITAL IMPROVEMENTS**

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and Curry Health Network, an Oregon Special District Local Government organized under ORS 440.305 to ORS 440.410 (District/ Health Network); (together: Parties).

PURPOSE

The purpose of this agreement is for Curry County to invest funds into the Curry Health Network to jointly finance capital equipment for services to residents and working capital for Curry Health Networks Emergency Department in Brookings, Oregon.

RECITALS

- A. County, by and through the Curry County Roads Department currently administers the Curry County Roads Fund.
- B. The Curry County Road Fund is restricted in its spending by statute for use on County Road Purposes.
- C. Curry County Road Funds may be used for non-restricted uses so long as they are replenished.
- D. As set forth below, the parties will replenish the Curry County Road Funds on the terms and conditions agreed hereto.
- E. This agreement establishes a County Fund within the Local Government Investment Pool (LGIP) to be known as the Curry County Curry Health Network Capital Improvement Fund.
- F. This agreement establishes inter-fund loans between the Curry County Road Capital Improvement Reserve Fund and the Curry County Curry Health Network Capital Improvement Fund.
- G. This agreement establishes terms and conditions under which the loan from the Curry County Road Capital Improvement Reserve Fund to the Curry County Curry Health Network Capital Improvement Fund will be repaid by Curry Health Network revenues and anticipated savings on future interest payments on Curry Health Network Capital Projects
- H. ORS 190.010 and ORS 190.110 authorize the parties to enter into an agreement for cooperative performance for any function or activity that a party to the cooperative agreement has authority to perform.
- I. ORS 294.468 allows a local government to make an inter-fund loan for lawful purposes of restricted funds.

- J. Nothing in this agreement creates a new governmental entity or intergovernmental entity.
- K. Nothing in this agreement creates an obligation on the part of Curry County to pay for the debts of the Curry Health Network.

Now therefore, the Parties agree as follows:

///

SECTION 1 AGREEMENT

The above Recitals, Purpose statement and introductory information are included as terms of this agreement.

SECTION 2 TERM AND TERMINATION

The term of this agreement shall be from December 15th, 2016 until December 15th, 2021.

- A. Establishment of Curry County Curry Health Network Capital Improvement Fund and Amount
 - 1. The Board of Commissioners for Curry County hereby creates the Curry County Curry Health Network Capital Improvement Fund within LGIP.
 - 2. Amount of Curry County's allocation to the Curry County Curry Health Network Capital Improvement Fund shall not exceed \$6,000,000.00
 - 3. Purpose of Curry County Curry Health Network Capital Improvement Fund is to invest funds into the Curry Health Network to jointly finance capital equipment for services to residents and working capital for Curry Health Networks Emergency Department in Brookings, Oregon.
- B. Inter-fund loan from the Curry County Road Capital Improvement Reserve Fund to the Curry County Curry Health Network Capital Improvement Fund
 - 1. Pursuant to ORS 294.468, Curry County shall make inter-fund loans from the Curry County Road Capital Improvement Reserve Fund to the Curry County Curry Health Network Capital Improvement Fund to invest in the Curry Health Network to jointly finance capital equipment for services to residents and working capital for Curry Health Networks Emergency Department in Brookings, Oregon in the amount not to exceed \$6,000,000.00.
 - a. With respect to such purposes, Capital Improvements also includes refinancing of existing debts for capital equipment and working capital for operations and equipment made in connection therewith.
 - 2. The terms of the inter-fund loan from the Curry County Road Capital Improvement Reserve Fund to the Curry County Curry Health Network Capital Improvement Fund

are that Curry County will charge monthly .25% simple interest above the Local Government Investment Pool (LGIP) rate on the average previous fiscal quarter interest rate based on the loan balance within the Curry County Curry Health Network Capital Improvement Fund.

- a. The balance of the inter-fund loan must be paid back within five years with full amount of principle and interest loan due and payable in its entirety by December 15th, 2021.
 - i. Curry Health Network may pre-pay any or all of the principal of the loan to the Curry County Curry Health Network Capital Improvement Fund before that date.
 - ii. Nothing withstanding prohibits Curry County and Curry Health Network from entering into or extending an Intergovernmental Agreement.

Default

Should the amount of the debt be not paid, Curry County can declare default.

(Negotiate Default Terms)

SECTION 8 HOLD HARMLESS

To the extent permitted by law, the parties shall hold each other harmless and indemnify the other from any and all causes of action, judgments, claims or damages arising out of its sole and solitary acts under this agreement.

SECTION 9 INCORPORATION OF FULL TERMS

This Intergovernmental Agreement incorporates and is inclusive of all terms and conditions between the parties hereto, either oral or written, expressed or implied, relating to the subject matter of this agreement.

SECTION 10 PRIOR AGREEMENTS

This Agreement, upon its effective date, supersedes any prior intergovernmental agreements over the same subject matter.

SECTION 12 SEVERABILITY

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results on the invalidity of any part, shall not affect the remainder of the Agreement.

SECTION 13 INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

SECTION 14 **REMEDIES**

In the event that Curry County files litigation to enforce this Agreement, or any portion thereof, Curry Health Network shall be responsible for the attorney fees and costs, including attorney fees and costs upon appeal.

SECTION 15 **EXECUTION AND COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and such counterparts together will constitute only one instrument. Any one counterpart will be sufficient for the purpose of proving the existence and terms of this Agreement, and no party will be required to produce an original or all of the counterparts in making such proof.

DRAFT

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: Discussion of the Search and Rescue Facility and ther Possible Property Transfer and Lease

AGENDA DATE^a: 10-19-2016 **DEPARTMENT:** Smith **TIME NEEDED:** 10min

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

CONTACT PERSON: Smith **PHONE/EXT:** 3260 **TODAY’S DATE:** 10/14/2016

BRIEF BACKGROUND OR NOTE^b:

^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:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: New Business

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

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: Increase MasterCard Balance Limit

AGENDA DATE^a: October 19th, 2016 **DEPARTMENT:** Roads **TIME NEEDED:** 2 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:** 10/5/2016

BRIEF BACKGROUND OR NOTE^b: increase card limit from a \$2500.00 to a \$5000.00. This will help limit the setup of additional accounts for one time purchases and take advantage of competitive pricing on internet orders for products that can't be purchased locally.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

(1)Memo

(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 Department

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: Consent Calendar

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

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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



Curry County Road Department
28425 Hunter Creek Road
Gold Beach, OR 97444

Douglas M. Robbins
Roadmaster

Phone: (541) 247-7097
Fax: (541) 247-7804

M E M O

TO: Board Of Curry County Commissioners

FROM: Doug Robbins

DATE: October 5th, 2016

RE: Credit Card Limit

Commissioners,

I would like to request that the Road Departments MasterCard balance limit be increased from a \$2500.00 to a \$5000.00 limit. This will help limit the setup of additional accounts for one time purchases and take advantage of competitive pricing on internet orders for products that can't be purchased locally.

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown Date

Thomas Huxley Date

David Brock Smith Date

CURRY COUNTY SURVEYOR MONTHLY ACTIVITY REPORT
FOR SEPTEMBER, 2016

Highlights:

1. We are continuing to work through the archived notebook for old Corner Records, Volume 17. This book shows that the Range number for most entries is missing, as well as other important detailed survey information. We are also continuing to examine the original hand-written notes to compare with the ledger. Many discrepancies have been found. We will then re-upload this Volume to our website, once examined and corrected.
2. Progress is being made with a Surveyor's Ordinance. This ordinance will benefit the public in several ways and add consistency to the County filed maps. With the ordinance in place, we will be able to establish a list of mapping standards similar to other counties.
3. Unchanged from last month: 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.
4. We are eagerly awaiting the new website. This will allow us to:
 - Organize and update our current linked files.
 - We have much more information that we will then be able to place on line.
 - Having all this information on line should save the public a lot of travel time and time wasted visiting our office when it is not occupied.
5. Significant progress was made on the recent project of taking hand-written County Surveyor work/notes compiled from years 1878-1908 and indexing these by Survey number, land owner's name(s), Township, Range, Section and survey purpose. These will be carefully scanned and put online for preservation and public information interests. These were notes of the original property surveys regarding early land grants, where the County Surveyor was hired to locate the lands patented by the Federal Government.
6. 8 Maps of Survey were checked this month (one map was resubmitted for a second check) prior to being filed in our office. An addition to this, a Condominium map that was also checked.

Department Activities:

Just the usual customer service answering questions relating to property surveys, records available for the public, maps available, general questions relating to property and boundary problems.

We are continuing to strive to get as much information as possible in a form where it can be accessed online. If the budget is cut next year and even greater reduced hours are required for

this department, the public would still be served with this information easily available online. Office time would still be necessary for:

- file maintenance
- record uploads
- map checking (field & office)
- indexing & filing new maps
- Cornerstone field and office work
- providing some hours for the public to come in to ask questions and purchase maps (if they do not have a computer or large format printer)
- Routine office work such as deposits, bill paying, personnel issues, reports, etc.

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

T30 - 0	Far North County
T31 - 0	“
T32 - 0	“
T33 - 1	“
T34 - 0	“
T35 - 0	“
T36 - 1	Gold Beach
T37 - 0	“
T38 - 0	“
T39 - 0	“
T40 - 0	Brookings-Harbor area
T41 - 2	“

DEPOSITS: Sept. 29, 2016 = \$ 1,188.00

Reily Smith worked 53.5 hours in September
Sherri Fetters worked 65.0 hours in September
Bobbie Boice worked 24.0 hours in September

Respectfully submitted,

Reily Smith
County Surveyor