SECTION 7.1.225 AUTHORITY & RESPONSIBILITY FOR DETERMINING COMPLIANCE WITH THIS CHAPTER:
The Coos County Roadmaster has the authority to impose any conditions on any permit required by Chapter VII she or he that is deemed necessary to meet the standards of the American Association of State Highway and Transportation Officials (AASHTO standards), or make the road safe for travel. The Coos County Roadmaster may modify the minimum standards if it is found that the lesser standard is compatible with the area.

The Coos County Roadmaster shall be responsible for determining compliance with the provisions of this chapter. When road and driveway improvements are required by this ordinance, the Roadmaster shall provide the Planning Director with written notice when the provisions of this chapter have been satisfied with respect to an application and/or any other matter under review.

If discretion is used to determine a standard or modification of a standard, then a notice of administrative approval will be mailed and is appealable.

SECTION 7.1.450 FORESTRY, MINING OR AGRICULTURAL ACCESS:
A private road which is created to provide ingress or egress in conjunction with the use of land for forestry, mining or agricultural purposes shall not be required to meet minimum road, bridge or driveway standards set forth in this ordinance, nor are such resource-related roads, bridges or driveways reviewable by the County. However, all new and re-opened forestry, mining or agricultural roads shall meet the access standards listed in this section.

SECTION 7.4.200 RIGHT OF WAY ENHANCEMENT:
1. Notwithstanding any other Ordinance provision, the following types of public right-of-way enhancements shall be permitted except as otherwise reviewable pursuant to Statewide Planning Goals 5, 7, 16, 17, or 18 provisions of the Comprehensive Plan or this Ordinance:
   a. Climbing and passing lanes within the right-of-way existing as of July 1, 1987;
   b. Reconstruction or modification of public roads and highways, not including the addition of travel lanes, where no removal or displacement of buildings would occur, or no new land parcels result;
   c. Temporary public road and highway detours that will be abandoned and restored to original condition or use at such time as no longer needed;
   d. Minor betterment of existing public roads and highway related facilities, such as maintenance yards, weigh stations and rest areas, within right-of-ways existing as of July 1, 1987, and contiguous public owned property utilized to support the operation and maintenance of public roads and highways.

   a. Within EFU zones, the following types of public right-of-way enhancements shall be administrative conditional uses: Review Standard 15; within all non-EFU zones the following types of public right-of-way enhancements shall be administrative conditional uses subject to Review Standard 7; in addition to the above Review Standards, the following uses may be reviewable pursuant to Goals 5, 7, 16, 17 or 18 provisions of the Comprehensive Plan, or this Ordinance:
i. Construction of additional passing and travel lanes requiring the acquisition of a right-of-way but not resulting in the creation of new land parcels;

ii. Reconstruction or modification of public roads and highways involving the removal or displacement of buildings but not resulting in the creation of new land parcels; or

iii. Improvement of public roads and highways and related facilities such as maintenance yards, weigh stations, and rest areas, where additional property or right-of-way is required but not resulting in the creation of new land parcels.

b. These types of enhancements are subject to the following criteria:

i. The proposed use must be found compatible with farm uses described in Subsection (2) of ORS 215.203 and is consistent with the intent and purposes set forth in ORS 215.243;

ii. The enhancement does not interfere seriously with accepted farming practices, as defined in paragraph (c) of Subsection (2) of ORS 215.203, on adjacent land devoted to farm use;

iii. The enhancement does not materially alter the stability of the overall land use pattern of the area; and

iv. The enhancement is situated upon generally unsuitable land for the production of farm products considering the terrain, adverse soil or land conditions, drainage, flooding, vegetation, location and size of the tract.
### SECTION 7.1.425 ACCESS CONNECTION AND DRIVEWAY DESIGN:

Requirements in this section shall apply to new driveway and access connections intersections with a County Road. When access is needed to a lot or parcel, if the legal status of a lot or parcel has not been determined, the spacing standards in this section shall apply to all contiguous land in an ownership. Any access connection and driveways that involves access to the State Transportation System shall be reviewed by the Oregon Department of Transportation for conformance with state access management standards and other applicable state standards, before the application is accepted by the County. All access measures ODOT deems necessary shall be made a condition of approval.

1. Shared access connections will be provided for adjacent properties whenever possible.
2. Driveway access will be established to minor collector or local roadways where possible rather than to arterials or major collectors.
3. Driveway approaches must be designed and located to provide an existing vehicle with an unobstructed view. Construction of driveways along acceleration or deceleration lanes and tapers shall be avoided due to the potential for vehicular weaving conflicts.
4. Driveway and access connections on County Roads shall be located where they do not create undue interference or hazard to the free movement of highway and pedestrian traffic. Locations on sharp curves, steep grades, areas of restricted sight distance or at

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**MINIMUM STANDARDS FOR NEW ROADS AND DRIVEWAYS IN URBAN TABLE 7.2B**

<table>
<thead>
<tr>
<th>Classification of Roadway</th>
<th>Figure # Typical Cross-section</th>
<th>Minimum Right-Of-Way Width</th>
<th>Minimum Vertical Width</th>
<th>All-Weather Travel Surface</th>
<th>Intersections</th>
<th>Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driveways (Figure shown in rural standards)</td>
<td>1</td>
<td>14’</td>
<td>12’</td>
<td>apron if intersects major collector or arterial</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Roadways serving 2 to 3 dwellings</td>
<td>6</td>
<td>40°</td>
<td>16’</td>
<td>12’</td>
<td>60 Deg</td>
<td>50’</td>
</tr>
<tr>
<td>Local Residential serving four or more dwelling</td>
<td>7</td>
<td>40°</td>
<td>32’</td>
<td>28’</td>
<td>60 Deg</td>
<td>50’</td>
</tr>
<tr>
<td>Cul-de-Sac (Not to exceed 400’ in length)</td>
<td>-</td>
<td>45° with 50’ radius</td>
<td>turn around</td>
<td>32’</td>
<td>28’</td>
<td>60 Deg</td>
</tr>
<tr>
<td>Minor Collectors</td>
<td>B</td>
<td>60°</td>
<td>32’</td>
<td>35’ including two, 6’ bike lanes</td>
<td>60 Deg</td>
<td>50’</td>
</tr>
<tr>
<td>Major Collector/Arterial (2 lane-way lanes)</td>
<td>9</td>
<td>60°</td>
<td>40’</td>
<td>36’ including two, 6’ bike lanes</td>
<td>60 Deg</td>
<td>50’</td>
</tr>
<tr>
<td>Local Commercial/Industrial</td>
<td>10</td>
<td>60°</td>
<td>40’</td>
<td>36’</td>
<td>60 Deg</td>
<td>50’</td>
</tr>
<tr>
<td>Major Collector/Arterial (four-lane)</td>
<td>11</td>
<td>60°</td>
<td>60’</td>
<td>62’ including two, 6’ bike lanes</td>
<td>60 deg</td>
<td>50’</td>
</tr>
</tbody>
</table>

Optional - at the discretion of the Roadmaster or to follow the current access/driveway/traffic/sidewalk patterns. If sidewalks are not built on connecting streets or roads the requirement may be waived by the Roadmaster.
points that interfere with the placement and proper functioning of signs, lighting, guardrail, or other traffic control devices shall not be permitted.

5. Tables 7.2A and 7.2B shall be used in determining spacing between approaches onto County Roads.

6. The application and use of traffic signals shall be guided by the principles, methods and warrants outlined in the Uniform Traffic Control Devices Manual.

7. Sight distance standards shall follow the standards set forth in the AASHTO Geometric Design for Streets and Highways.

All new development is required to have a driveway confirmation completed. Driveways for the purpose of serving a single family residence shall comply with figure 7.1.425. An application must be completed prior to obtaining a zoning compliance letter from the Coos County Planning Department.

**In the event that a driveway cannot be constructed prior to applying for development permits, a bond may be issued using the requirements of Article 7.6.100(2).**

**ARTICLE 7.6 BONDING FOR DRIVEWAY, ACCESS, ROAD AND PARKING IMPROVEMENTS:**

**SECTION 7.6.100 REQUESTING BONDING:**

If the road, utility, or other improvements for a partition, subdivision, or development are to be completed on or before a specified date after recording of the plat or obtaining land use approval for a dwelling, the estimated cost (See figures 7.6.a and 7.6.b) of performing the work shall be prepared and approved by the County Roadmaster.

1. Bond, Surety, Cash or Other Security Deposit Requirements for land divisions. The bond, surety, cash or other security deposit agreement for a land division shall:
   a. Specify the time within which the required improvements or repairs shall be completed;
   b. Be filed in the amount of 120% of the approved estimated cost, as per the sample Bond Request, Figure 7.6.a for partitions and subdivisions. 100% for driveways;
   c. Be conditioned upon the final approval and acceptance of the development;
   d. Be forfeited to the County if the applicant does not complete the requirements within the agreed-upon time limit, or if the applicant has created a hazard causing imminent danger to the public health and safety within or adjacent to the development which the developer is financially unable to correct;
   e. A bond shall only be good for one year with the option to renew the bond for an additional year for a fee. If a bond expires the money will not be returned. If the amount of the bond or cash deposit exceeds the cost and expense incurred by the County, the County shall release the remainder to the rightful claimant. If the amount of the bond or cash deposit is less than the cost and expense incurred by the County, the applicant shall be liable to the County for the difference; and
   f. Cover any costs, attorney fees, and liquidation damages resulting from delay or failure to meet the deadline.
   g. If an applicant decides to abandon the project and a zoning compliance letter was issued by the Planning Department there will be a processing fee to revoke the compliance letter.
h. The Roadmaster may accept written estimates from a contractor in place of the bond form 7.6.a Sample Bond Request. However, the acceptance of estimates does not relieve the property owner from any other requirements of this section. A letter from the property owner shall be attached to the accepted estimate acknowledging legal and financial responsibility for compliance with this section of the ordinance.

2. Bond, Surety, Cash or Other Security Deposit Requirements driveway or parking. The bond, surety, cash or other security deposit agreement for a driveway or parking shall:
   a. Specify the time within which the required improvements or repairs shall be completed;
   b. The applicant shall obtain an estimate from a contractor to use as the basis for the bond;
   c. Be filed in the amount of 100% of the approved estimated cost, as per the sample Bond Request, Figure 7.6.b for driveway or parking;
   d. Be conditioned upon the final approval and acceptance of the development;
   e. Be forfeited to the County if the applicant does not complete the requirements within the agreed-upon time limit, or if the applicant has created a hazard causing imminent danger to the public health and safety within or adjacent to the development which the developer is financially unable to correct;
   f. A bond shall only be good for one year with the option to renew the bond for an additional year for a fee. If a bond expires the money will not be returned. If the amount of the bond or cash deposit exceeds the cost and expense incurred by the County, the County shall release the remainder to the rightful claimant. If the amount of the bond or cash deposit is less than the cost and expense incurred by the County, the applicant shall be liable to the County for the difference; and
   g. Cover any costs, attorney fees, and liquidation damages resulting from delay or failure to meet the deadline.
   h. If an applicant decides to abandon the project and a zoning compliance letter was issued by the Planning Department there will be a processing fee to revoke the compliance letter.

FIGURE 7.6.a SAMPLE BOND REQUEST FOR LAND DIVISIONS
Estimate of Cost for the Construction of Streets, Structures and other Improvements

DATE: ______________________

Coos County Board of Commissioners
Coos County Courthouse
Coquille, OR 97423

RE: (Exact Land Developments Name)

Township ______ Range ______ Section ______ Tax Lot(s) ___________________

Dear ___________________: 
Herewith is an estimate of cost for the improvements within the development for the purpose of obtaining a performance bond, said improvements to be constructed in accordance with the approved plans and specifications for said development on file with the Coos County Planning Department.

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Excavation</td>
<td>CY</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Culvert ____&quot; Diameter</td>
<td>LF</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Culvert ____&quot; Diameter</td>
<td>LF</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Curb &amp; Gutter</td>
<td>LF</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Catch Basins</td>
<td>EA</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Manholes</td>
<td>EA</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Aggregate Subbase</td>
<td>TN</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Aggregate Base</td>
<td>TN</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Hot Mix Asphalt Concrete</td>
<td>TN</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Sub Total $___________

20% Contingencies and Engineering $___________

TOTAL $___________

Yours Truly,

(Signature of Developer)

Authorized by Roadmaster

FIGURE 7.6.b SAMPLE BOND REQUEST FOR DRIVEWAY AND PARKING

PERMIT PERFORMANCE BOND
ISSUED TO COOS COUNTY ROAD DEPARTMENT

KNOW ALL MEN BY THESE PRESENTS, that ________________, whose address is __________________________, hereinafter called “Principal”, is held and firmly bound unto Coos County in the sum of ____________ for which payment we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS AS FOLLOWS: The Principal is under permit number ___ from Coos County Road Department to perform the following work: ________________ and in connection therewith must furnish a bond to Coos County. Principal shall build the driveway required under the permit within ____ days after the home anticipated by said permit is sited.
NOW, THEREFORE, if the Principal shall build the driveway to a condition required by the Coos County Zoning and Land Development Ordinance, then this obligation and bond shall be discharged. Alternatively, if the Principal shall fail to perform the obligations required under the permit in a timely manner, Coos County shall have the right to complete such work as may be required, or have such work completed, and may submit a claim for damages or reimbursement against the bond, which claim will be promptly paid. This bond shall remain in full force and effect for a period of three years from the date of acceptance. If the bond in this matter involves a cash security deposit with Coos County in lieu of a Surety, Coos County may draw upon said cash security as needed to enforce the provisions of the permit without further notice to the Principal.

In the event the applicant does not complete this project, the County may withhold any costs incurred from the amount of the bond to be refunded. Refunds will be made only if all original permits, confirmations and compliance letters are returned to this office.

PRINCIPAL HEREBY GRANTS PERMISSION to Coos County, their agents and assigns, to enter upon the private premises of Principal for any purpose associated with inspection or enforcement of the requirements of the permit for which this bond is issued. Principal further agrees to hold Coos County, their agents and assigns, harmless for any damage or injury that may occur as a result of the County’s entry upon the property for inspection or enforcement purposes.

__________________________
Signature

__________________________
Date