

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, April 11, 2016, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

The City Council will meet in **Executive Session at 6:00 PM**, in the City Manager's office, under the authority of ORS 192.660(2)(h), "to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed," under ORS 192.660 (2)(e), "to conduct deliberations with persons designated by the governing body to negotiate real property transactions," and under ORS 192.660(2)(f), "to consider information or records that are exempt by law."

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ordinances

1. Ordinance 16-O-755, adopting revisions to the Comprehensive Plan, Goal 11, Public Facilities and Services and a new Public Facilities Plan. [Advance Packet]

E. Oral Requests and Communications from the audience - Public Comments on non-agenda items – 5 minute limit per person.*

F. Staff Reports

1. Authorization of various actions regarding the operation of Salmon Run Golf Course. [City Manager, Pg. 3]
 - a. Letter to WRGM dated March 2, 2016 [Pg. 6]
 - b. Letter to WRGM dated March 29, 2016 [Pg. 8]
 - c. Early Management Team proposal [Pg. 10]
 - d. Ray Claveran proposal [Pg. 43]
 - e. KemperSports proposal [Pg. 44]
 - f. Interim Agreement with EMT [Pg. 65]
 - g. Oceanside Diner lease agreement [Pg. 72]
 - h. Letter to Oceanside Diner dated March 31, 2016 [Pg. 81]
 - i. Press release [Pg. 82]
 - j. Letter to County Assessor dated April 1, 2016 [Pg. 84]
 - k. Letter of Engagement Professional Appraisal [Pg. 85]
2. Revisions to Brookings Municipal Code Chapter 10 regarding parking. [PWDS, Pg. 88]

G. Consent Calendar

1. Approve Council minutes for March 28, 2016. [Pg. 89]
2. Accept Parks Commission minutes for January 28, 2016. [Pg. 94]
3. Accept March 2016 Vouchers in the amount of \$375,801.25. [Pg. 96]

H. Remarks from Mayor and Councilors

I. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 14 days advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 11, 2016

Originating Dept: City Manager

Signature (submitted by)


City Manager Approval

Subject: Salmon Run Golf Course

Recommended Motion:

Motion to:

1. Authorize the City Manager to enter into negotiations for a three-year management agreement with the Early Management Team, Inc., for the operation of Salmon Run Golf Course.
2. Authorize the City Manager to enter into negotiations for a three-year lease agreement with Harriet Opshal dba Oceanside Diner and Jack Creek Café
3. Authorize the City Manager to contract for the rehabilitation of the golf course clubhouse building to include completion of the roof and other repairs as determined by the Building Official, with a cost not to exceed \$75,000.
4. Authorize the City Manager to purchase replacement top and walls for the event tent at the golf course and make other related repairs at a cost not to exceed \$10,000.
5. Direct staff to make budget adjustments as needed to accommodate costs associated with unscheduled assumption of golf course operations and restoration.
6. Authorize the City Manager to purchase and install a new irrigation control system for the golf course.
7. Authorize payment of delinquent property taxes for the golf course in the amount of \$16, 656.79.
8. Authorize City Manager and City Attorney to utilize all legal means to recover amounts due the City for unpaid rent and other costs associated with restoring facilities, paying utility service bills as needed to restore services and recover property taxes from WRGM.

Background/Discussion:

The City Manager issued a default notice to the lessee of Salmon Run Golf Course, Wild Rivers Golf Management Inc., on March 2, 2016 providing the lessee with 30 days notice to cure the violations of the lease agreement. The City Manager met with Ed Murdock, the principal of WRGM, on March 25 and again on March 29 at which time the City Manager was verbally informed that WRGM would not be able to comply. The City Manager notified WRGM in writing on March 29, 2016 that, absent compliance with the default notice, the City would assume control of the golf course at noon on Friday, April 1, 2016. The City did indeed assume control on that date and time.

As of this writing, WRGM's financial obligations include \$60,000 in rent payable through the end of the initial five-year lease period, \$16,656.79 in unpaid property tax, rehabilitation cost (yet to be determined) of the clubhouse and other facilities which were required to be maintained

in their pre-lease condition, utility service balances paid and estimated to be paid by the City to secure service transfers to the new management company totaling \$6,000. Through its lease agreement with the City, WRGM pledged all assets owned by the company as security for any unpaid rent. The lease agreement requires that all WRGM assets remain on the site and that an independent appraisal be performed to determine the asset value. Once a valuation is completed, the City may then select from and claim ownership of assets up to the value of the amount of rent due the City. The City Council is discussing with the City Attorney as to what alternatives may be available to satisfy the other debts and expenses relating to restoration of the facility and paying costs, such as utility closing bills. The lease agreement provided that WRGM pay the property tax. However, under Oregon Law, the property owner is ultimately responsible for payment of property taxes. The current tax payment is delinquent and is accruing penalties.

Over a period of several weeks prior to April 1, 2016, the City received two unsolicited proposals for interim contract management of the golf course, one from the Early Management Team, Inc., and one from Ray Claveran. The City also solicited and received a letter proposal from KemperSports Management. The City Manager evaluated these proposals in the context of the City Council's prior deliberations concerning the golf course, specifically concerning minimizing the City's financial commitment and day-to-day management involvement in the golf course operation. The City Manager determined that the proposal submitted by the Early Management Team (EMT), which included a comprehensive Business Plan, best suited the City's goals and objectives. The City Manager executed an Interim Management Agreement with EMT on March 31, 2016. EMT assumed operational control of the golf course under the terms of this 30 day Agreement on April 1, 2016, at noon.

During the course of the transition from WRGM and the City/EMT, it was found that a number of utility and service accounts had remaining balances due and this had to be resolved before the vendors would transfer service to the City or EMT. We also found that the control system for the irrigation system had been removed from the premises, and that the event tent had fallen into such disrepair that it was not recoverable.

The City Manager met with the owner of a sublessee, Oceanside Diner (now doing business as Jack Creek Café), and issued a letter agreeing to allow the sublessee to operate at the clubhouse under the terms of the sublease for a period of 60 days.

The City Manager invited members of the golf club to a meeting on April 2, 2016, to announce the termination of the lease and management change. Approximately 60 people attended. The City Manager and EMT made presentations and responded to questions.

While the bulk of the work necessary to prepare the golf course for re-opening has been at the sole cost and expense of EMT, the Public Works and Parks Departments have assisted with certain aspects including roadway repairs, drainage ditch cleaning, mowing, brushing roadsides and making safety repairs, such as replacing broken walkway handrails.

During this transition period, the City and EMT are utilizing some assets (mowers, clubhouse) owned by WRGM and have agreed to reimburse WRGM for the cost of using those assets on an hourly and/or daily basis.

Golf course operations ceased at noon on April 1, 2016, and resumed on April 5, 2016. Restaurant operations continued uninterrupted.

Changing from a lease arrangement to a management agreement is a substantive change in how the Salmon Run golf course has operated since its inception. Under a lease agreement, the lessee is independently responsible for the development, maintenance and operation of the golf course...essentially operating the golf course as a private, for-profit facility. If the City elects to directly operate the facility as a municipal course with a contract management company, the City will have...essentially...created a new City department and...instead of hiring employees to manage and maintain the facility...will contract management and maintenance to a private company. This relationship is very new and needs to be further defined in the weeks ahead leading to a possible longer term agreement with EMT.

Staff believes that, operated as a municipal golf course, Salmon Run will be exempt from property tax going forward as is the case with all other City-owned property used for recreation purposes. We submitted a letter to County Assessor James Kolen requesting the tax exemption on April 1, the deadline for receiving such requests. We were contacted by the Assessor's Office on April 5 at which time they confirmed that the property will be reclassified as exempt.

Attachment(s):

- a. Letter to WRGM dated March 2, 2016
- b. Letter to WRGM dated March 29, 2016
- c. Early Management Team proposal
- d. Ray Claveran proposal
- e. KemperSports proposal
- f. Interim Agreement with EMT
- g. Oceanside Diner lease agreement
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City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-1101 Fax (541) 469-3650 TTL (800) 735-1232
gmilliman@brookings.or.us

GARY MILLIMAN

City Manager

Credentialed City Manager
International City Management Association

ICMA Career Excellence Award 2012
ICMA Management Innovation Award 1979

March 2, 2016

Wild Rivers Golf Management LLC ✓
Attn: Ed Murdock
96418 Oceanside Drive East
Brookings, OR 97415

NOTICE OF DEFAULT

Mr. Murdock:

This Notice of Default is issued pursuant to Section 25.1 of the Golf Course Lease Agreement between Wild Rivers Golf Management LLC and the City of Brookings. It has come to the attention of the City of Brookings that Wild Rivers Golf Management is in violation of the following provisions of the Lease Agreement:

- 4.4.A. Safety. *Lessee must immediately correct any unsafe condition of the Premises or unsafe practices occurring thereon, as well as comply with all applicable safety laws. Lessee must cooperate and comply fully with City, County, State, Federal or any other regulatory agency having jurisdiction thereover regarding any safety inspections and certifications of any and all Lessee's structures, enclosures, vehicles, and equipment.*
 - Unsafe conditions identified: lack of adequate exterior lighting during early morning and evening hours; front deck is rotting and separating, hand rail is unsecured
 - Cure: provide exterior lighting during business hours when workers and patrons will be on the Premises that illuminates the parking area and entrance to the clubhouse; repair the front deck and handrail
- 6.1 Utilities and Taxes. *The Lessee will pay all charges for utilities servicing the Premises. Lessee will pay all taxes of whatever character that may be lawfully levied upon or charged against the leasehold estate in the Premises or the structures, improvements, or other property on the Premises or upon Lessee's use and operation of the golf course facilities. Lessee will pay all future license or permit fees assessed during the term of this Agreement, necessary or required by law for the conduct of its operation on the Premises.*
 - Failure to pay property tax: according to the Curry County Assessor \$16,521.47 in property taxes due remain unpaid, and tax account R24965 is considered delinquent.
 - Cure: pay all property taxes and penalties now due.
- 12.1. Maintenance, Repairs, Damage, Destruction and Restoration - Duty to Maintain. *Lessee, throughout the terms of this Agreement, at its own cost and without any expense to the City, will keep and maintain the premises in as good or better condition, normal wear*

and tear excepted, then said structures and improvements thereon were in at the beginning of the initial term of this Agreement, and must make all repairs necessary to meet this obligation.

- Poor conditions identified: rotting front deck; damaged tent with exposed electrical and mechanical systems; exposed and damaged clubhouse sub-sheathing; unfinished clubhouse roof; mildewed canopies.
- Cure: repair front deck; replace or remove canopies; complete the roof construction; including remove all damaged sub-sheathing and replace and finish the siding; repair the tent so that the electrical and mechanical systems are not exposed to the elements.

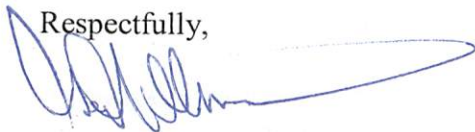
- 13.1. Improvements to Premises – City Approval. Lessee may make capital improvements, at its own expense, in accordance with contracts, plans, and specifications to be approved by the City. The Lessee may also at its own expense, make other alterations, additions, or improvements to the Premises as it may deem necessary or expedient in the operation of the golf course.
 - Improvements that did not receive City approval: clubhouse roof.
 - Cure: submit plans to City for approval.

- 13.1.C. Construction may not be undertaken prior to Lessee's receiving all required permits and authorizations of the City and other governmental units or agencies.
 - Unpermitted construction: clubhouse roof.
 - Cure: acquire building permit from County.

- 13.1.F. Lessee must not make major alterations, additions, major repairs, permanent decorations, restorations or improvements of the Premises without first notifying and consulting with the City. A "major alteration" is defined as any activity which materially changes the buildings, bridges, utility services, and irrigation systems.
 - No notification of repairs/improvement: clubhouse roof.
 - Cure: submit plans to City for approval.

You have 30 days from the date of this letter to cure the above-identified violations. If the violations are not cured within such time frame, Wild Rivers Golf Management LLC will be in breach of the Lease Agreement. Should you have any questions you may call my office.

Respectfully,



Gary Milliman
City Manager

Attachments: Photographs of violations

Cc: Mayor and Council ✓
City Attorney Martha Rice ✓



City of Brookings

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GARY MILLIMAN

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March 29, 2016

Wild Rivers Golf Management LLC
Attn: Ed Murdock
96418 Oceanside Drive East
Brookings, OR 97415

NOTICE OF TERMINATION OF LEASE AGREEMENT

Mr. Murdock:

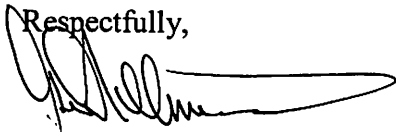
On March 2, 2016, a Notice of Default was issued pursuant to Section 25.1 of the Golf Course Lease Agreement between Wild Rivers Golf Management LLC and the City of Brookings. As of today, March 29, Wild Rivers Golf Management remains in default and has indicated in meetings with me on March 25 and March 29, 2016 in no uncertain terms an inability to comply with the notice and cure the violations in accordance with the terms of the Lease Agreement.

As a result of the continuing default and inability to cure, the City of Brookings hereby terminates the Golf Course Lease Agreement pursuant to Section 25.2 effective 12:00 noon April 1, 2016. There remain outstanding Rents due and payable under the Lease Agreement in the amount of \$60,000.00. In addition, there will be damages owed the City for the Lessee's obligations that went unfulfilled and will now have to be remedied at the City's expense.

Pursuant to Section 22.0 – COLLATERAL – of the Lease Agreement, the Lessee is required to turn over a comprehensive list of all Collateral and its location. Collateral is identified as “fixtures, trade fixtures, equipment, inventory and all other property that is used or held in connection with the operation of the golf course.” The City will be entitled to select from the Collateral, items that have a cumulative fair market value equal to the remaining unpaid lease payments. The City also has a right of first refusal to purchase all remaining items of Collateral at fair market value. The City has retained the services of the Bendis Company to perform an independent appraisal as provided in the Lease Agreement.

The City will take possession and secure the property on April 1, 2016. You are hereby notified that the removal or transfer of any items that may be considered Collateral is a violation of the Lease Agreement. The City expects your full cooperation in the coming days and weeks to bring this transaction to a close.

Respectfully,

A handwritten signature in black ink, appearing to read 'Gary Milliman', with a long horizontal flourish extending to the right.

Gary Milliman

Early Management Team, Inc.: Salmon Run Golf

Friendly management for the unique golfing experience

Business Plan
Prepared March 2016

Contact Information

Gary & Valarie Early
earlyfishing@gmail.com
541-469-0525
PO Box 1688
Brookings, OR 97415, USA

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Executive Summary

Executive Summary

Salmon Run is a gem for the Brookings-Harbor community. Early Management Team (EMT) has been dedicated to professionalism, excellent customer service and community involvement as members of the Brookings-Harbor community. EMT offers the City of Brookings an opportunity to partner with successful business owners who are willing to provide hard work and diligent fiscal oversight to resurrect Salmon Run Golf Course. Through innovative marketing strategies as well as sound management and accounting principles Salmon Run will re-surge to be a community gathering place.

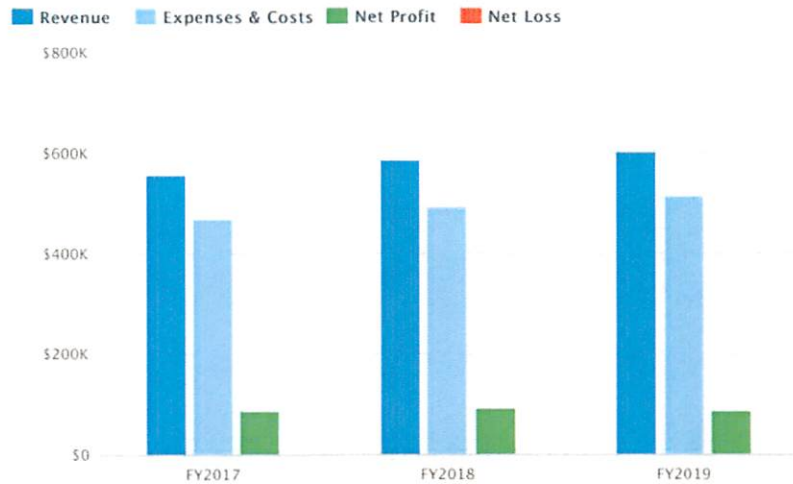
Salmon Run History

Salmon Run is located behind the coastal mountains, and only 3.5 miles from downtown Brookings. With four sets of tees that stretch from 5,433 yards to over 6,400 yards, Salmon Run offers a course for every skill level in a setting that you will never forget. Open to the public, you may even see Salmon and Steelhead as they swim up Jack Creek to spawn. A restaurant, a full service pro-shop and professional teaching staff are ready to make your Salmon Run golfing experience even more enjoyable. Designed by Troy Claveran, the Salmon Run golf course opened in 1999.

Proposal Purpose

The purpose of this business plan is to provide a roadmap for the successful operation of Salmon Run Golf & Wilderness Preserve as an advantageous partnership with EMT and the City of Brookings. This proposal is an alternative to a golf management company, in that it would utilize EMT's business acumen while taking advantage of a 2-for-1 manager. JJKeegan Golf Consultants have laid out a financial plan that can be modified to allow Salmon Run to achieve a no-net loss for the City through a management style that will focus on customer service as well as minimal management salaries. The recommendations included herein are achievable, and their benefits will provide recreational activity to our citizens while protecting the open space and environmental stewardship they so value. The proposal will address very measurable and precise short-term goals that monitor progress and failure with quick response to the trends that evolve. EMT clearly recognizes the importance of our valued relationships with the golfing community. Salmon Run has the opportunity to be the desired golfing destination as well as the poster course for fisheries-friendly courses.

Financial Highlights by Year



Highlights

EMT is committed to bringing Salmon Run to be a self-funded operation while creating a mutually beneficial partnership with the City of Brookings where the course can take advantage, during this re-building phase, of city resources. While the golf industry has not yet fully rebounded from the great recession, it is not the intention of the EMT to ask the residents of Brookings to help fund further operations. Our challenge is to bring revenue and profitability to levels that will allow the course to address the capital needs of the facility, which will increase the value of Salmon Run as both a business, and an asset to the City and community. To achieve these goals will require hours of dedication, evaluation and fiscal responsibility.

Mission Statement

The mission of Early Management Team for Salmon Run Golf & Wilderness Preserve is to provide excellent customer service that will enhance the unique golf experience and bring residents and visitors back to Salmon Run as well as the Brookings community.

Objectives

The objectives of the Salmon Run Golf & Wilderness Preserve for the first three years of operation include:

- Forming a mutually beneficial partnership with the City of Brookings to benefit the community.
- Restore the course to its former luster thereby attracting local golfers who no longer play their “home” course.
- Revitalize and improve the clubhouse, attracting interest and reviving loyal local clientele.
- Excellent customer service that includes email and newsletter outreach.
- Use strategic alliances and players' word-of-mouth recommendations to make Salmon Run a destination course for vacationers, and avid players who are willing to travel to golf.
- Exceeding customer's expectations.
- Assembling an experienced and effective staff.
- Utilizing local vendors for course supplies.
- Bringing a sense of community ownership and pride back to Salmon Run.

Keys to Success

- Knowledgeable and Professional Team with the desire to provide excellent customer service
- Low administrative overhead to channel funds to course improvement and capital projects.
- Friendly, clean and up to date atmosphere
- Enhance quality golfing experience by improving the course condition through a mix of golf course challenges and a fun experience.
- Encourage an awareness of unique setting of Salmon Run and the opportunities for other community events.
- Partnership with City of Brookings to help offset transition costs.

Description of Business

Company Ownership/Legal Entity

Early Management Team will be an established S-Corporation under the federal guidelines and the laws of the State of Oregon, incorporating as an Oregon Corporation. EMT will be owned by Gary and Valarie Early. EMT is currently registered with the State of Oregon.

History

Management Team

Gary and Valarie Early have been in business for over 35 years, separately and together, specializing in guided fishing trips in Oregon, California and Alaska. During this time they have both had the opportunity to meet many people who have a variety of specialties and careers. As a business with over 85% repeat clientele, many of the people have become like friends and family. The vastness of resources is immeasurable due to these long-standing relationships. Not only are fisheries experts (biologists who have worked for Early Fishing) available but civil engineers, storm water experts, golf course owners and superintendents, aggregate experts, contractors, pesticide managers, financial experts, PGA professionals and many other specialties ready to help with the transition of EMT to the business of golf while still keeping a hand in fishing, thus enabling Salmon Run to reach a profitability stage.

Both Gary and Val are golfers. Gary has been an avid golfer for over 35 years having achieved a low handicap of 5. Gary understands maintenance and playability issues of golf courses having worked at Del Norte Golf Course in the past. His understanding of horticulture and plants is valuable in evaluating course improvement needs at Salmon Run. Val has been golfing since 1990 but stepped away when family and business demands took precedence. While carrying a handicap of 25 and still playing several times a year, Val's focus is on the business of golf in running Salmon Run.

Please see attached resumes.

Advisors

Dan Brattain, Business owner

Darrel Nelson, Freeman Rock

Early Management Team, Inc.

David Booth, Mechanical Engineer

Steve Geney, ASP Storm Water

Lee Musser, Accountant

Rebecca Olson, Accountant

Rory Smith, Accountant

Jim Rizza, retired Banking executive

Doug Schmor, Attorney

Ron Yockim, Natural Resource Attorney

Zack Larson, Fisheries Biologist

John Weber, Fisheries Biologist

Chris Hanson, Golf Course owner

Jon Hanson, Golf Course Superintendent

Jeff Taylor, Insurance specialist

Bruce Thompson, Contractor

Jeff Mitchell, Architect

Troy Duncan, Roofing contractor

Georgia Cockerham, financial advisor

Jim Barnes, PGA Teaching Pro

Interior

It is important to re-vitalize the club house and the feeling of community that should occupy the space. With Oceanside Diner operating at the course there is a community gathering place for breakfast and lunch, catering opportunities and a warm feel for after

Early Management Team, Inc.

play get-togethers. We intend to foster this relationship with Oceanside Diner to promote additional opportunities including a warm atmosphere to gather at the “19th hole” and compare scores with a cold beverage.

Hours of Operation

Salmon Run Golf and Wilderness Preserve will be open 7 days per week, 365 days per year. Hours of operation will vary with time of the year, daylight savings time and events scheduled. Course will be open for play according to the published sunrise/sunset times.

Management

Early Management Team have been long standing members of the Brookings-Harbor Community. As community volunteers and business owners, we are committed to continuing this residency and working with the local community to bring the course back to its full potential. While running a golf course is not on our resume, we do have the needed experience in conservation, tourism and business. In this venture the business of golf priority will be enhancing the uniqueness of the game of golf at Salmon Run.

EMT has experience dealing with grasses of various origin, trees, drainage of lands, waterway re-stabilization/rehab and fisheries issues. EMT has extensive knowledge of fertilizers, pesticides and watering success for revitalizing the course. Much of this experience comes from successfully managing an orchard as well as previous experience working at Del Norte Golf Course. Bank rehabilitation and fisheries projects were an integral part of the operations for Early Fishing in Alaska.

In addition to personal knowledge in these areas EMT has access to civil engineers who are committed to helping improve course drainage, storm water run-off experts, and ODFW personnel willing to advise on salmon stream requirements. EMT has also been in the tourism, service industry for over 35 years; dealing with the public with and the goal of repeat business will continue to be the goal of EMT.

It will be essential for EMT to take advantage of key employees at Salmon Run. Many of the current employees would be asked to stay on and provide critical knowledge of equipment, water outlet locations, green maintenance schedules, clubhouse procedures and utility contracts. In addition, knowledge would be solicited from previous employees of Salmon Run in order to facilitate a smooth transition.

Financial Management

EMT will not request any money from the City of Brookings to begin management of Salmon Run. We would like to attain a 3 year contract, renewable for 5 more years if both parties are satisfied with the progress and transition period. In addition, an open book policy would be employed so the City is assured of good fiscal management. EMT would request the ability to use the City as a resource for services such as dump trucks or tractor services that would benefit City properties on the course.

Start-up/Acquisition Summary

EMT has funds set aside for finishing projects unfinished by the current course management including but not limited to (in order of priority):

- Course drainage
- Club house repairs
- Equipment repairs
- Tree trimming (improve course playability)
- Water line repairs (cart shed)
- Driving range
- Road repairs
- Many more will surface and be added to the on-going list of course improvements

Start-Up Costs:

Business Licenses	150.00
Incorporation Expenses	200.00
Deposits	
Bank Account	5,000.00
Utilities deposits	1,000.00
Building Modifications	20,000.00
Equipment/Machinery Repairs:	10,000.00
Storm Damage	5,000.00
Tent repair	10,000.00
Water payment to Freeman's	2,500.00
Insurance	5,000.00
Stationery/Business Cards	1,000.00
Pre-Opening Advertising	500.00
Unexpected expenses	10,000.00
TOTAL STARTUP EXPENSES	70,350.00

Marketing

Marketing Plan

The Brookings Harbor Community is a fabulous place to live and play. Since there are many opportunities to enjoy a variety of outdoor pursuits it is important to keep Salmon Run Golf at the forefront of those activities. Print, as well as radio, will be utilized to help re-introduce the course to those who have been looking elsewhere for their golfing fix. Bringing back these community members is critical to the future success of Salmon Run Golf. The Brookings-Harbor Community will, again, realize the gem Salmon Run represents in their backyard with the course improvements and dedication to community spirit. Community events will be lured to the course to show the beneficial way Salmon Run Golf can be a good community partner. Additional social media outlets will be utilized as well as an improved website that will invite players to book tee times, sign up with a tournament and get special offers via email or social media.

Demographics

The total population of the Brookings area is over 13,000, which includes Harbor. There have been numerous proposals to annex the nearby unincorporated areas into Brookings. The unincorporated community to the south of the Chetco River, while included in the Brookings Urban Growth Boundary, has resisted annexation into the City of Brookings. There development can occur without annexation, as Harbor is independently served by independent urban fire, water and sewer districts. The current marketing "brand" for the community, through the Brookings-Harbor Chamber of Commerce, is "The Pulse of America's Wild Rivers Coast". America's Wild Rivers Coast is a regional marketing brand for Curry County, Oregon, and Del Norte County, California.

Since the 1980s, Brookings has attracted retirees, largely from California, who have come to form a sizeable minority of the population. It is also home for a number of people who commute to jobs in California at nearby Pelican Bay State Prison.

Brookings has temperate winters during which intense rainfall is broken by weeks of warm, sunny weather. It has mild, dry summers with average rainfall in July and August of less than 1 inch (25 mm) per month. There are an average of only two days annually with high temperatures of 90 °F (32 °C) or higher and an average of 7.5 days with low temperatures of 32 °F (0 °C) or lower. The record high temperature was 108.2 °F (42.3 °C) on July 9, 2008. The record low temperature was 18 °F (-8 °C).

The wettest year in Brookings was 1996 with 123.90 inches (3,147 mm) and the driest year was 1976 with 43.34 inches (1,101 mm). The most rainfall in one month was 36.90 inches (937 mm) in December 1996. The most rainfall in 24 hours was 8.79 inches (223 mm) on March 18, 1932. Snow is rare in Brookings, averaging only 0.7 inches (1.8 cm) per year, but 10 inches (25 cm) fell in January 1916.

Due to its location, Brookings is subject to winter (and less frequently summer) temperatures considered unusually warm for the Oregon Coast. Temperatures can reach 70 to 80 °F (21 to 27 °C) throughout the year. This is due in part to the marine influences from its location on the Pacific Ocean, but mostly from its situation at the foot of the Klamath Mountains, from which winds compress and warm the air flowing onto Brookings. This is called the Chetco effect. Daffodils and other bulbs generally bloom in February giving Brookings the reputation for having winter flowers. In the lowlands, heavy fog is common in the summer while the coastal hills are generally sunny and cool.

The average age for Brookings Harbor residents is 51.9 years of age. 80% are Caucasian with a median income of \$39,000 and a household income approximately \$64,000.

Competitive Advantage

The competitive advantage is rooted in its community-based focus, strong customer service and central location. The course, in its prime, is aesthetically pleasing, beautifully landscaped and challenging in its own way. The fact the course is not a par 72 championship course provides an advantage when compared to other courses given the fact it only takes 4 hours to play 18 holes contrasted to the 5- 6 hour rounds typically found at championship layouts. There are only 4 golf courses within the 50 mile radius with Salmon Run being the centrally located facility. The course also possesses active men's and ladies clubs who enjoy the ability to play at a reasonable rates.

Changing Market Conditions

According to the National Golf Foundation, golf rounds are in decline nationwide. Nationally, in the past five years, rounds have decreased only slightly but with much room for enhancement with improved playability. Locally the rounds have decreased at a larger percentage compared to the national average. A major target group will be to reconnect with those local golfers who have given up playing on their home course. In addition, with the resurgence of golf as a youth sport, there is opportunity to promote family play and get more people involved. Having a course in the community fosters youth programs which was always a goal of the original builders of the course.

Strategies & Implementation

The annual marketing plan aims to:

1. Re-Gain customer loyalty to Salmon Run
2. Increase the total number of golf rounds
3. Improve revenue/round
4. Increase power cart rentals and concession sales
5. Attract more female golfers
6. Attract young golfers with youth programs
7. Attract events that utilize our banquet facilities such as award ceremonies and weddings

With these goals in mind, strategies and an advertising plan are developed with an emphasis on measurable outcomes.

The following strategies have been identified for implementation:

1. Promo cards for frequent play (gaining customer loyalty)
2. "Bring a Friend or child" advertising to attract new customers
3. "Rainy Day" advertising to improve rounds generated on non-optimal weather days.
4. Improve merchandise options that appeal to female golfers
5. Add website content targeted to female golfers
6. Cooperative business links: Chamber of Commerce, City of Brookings, Real Estate Offices, etc.
7. Implement eNewsletter or social media tool to advertise "instant deals" to fill last minute rounds.
8. Encourage more business or fund-raisers to host their tournaments at Salmon Run.
9. As they say, word of mouth is the most powerful advertising tool. We are confident that the customer experience will be so positive they will want to tell everyone.

Operations

Course Milestones

Milestone	Due Date	Who's Responsible	Details
Course Drainage	April 07, 2016	EMT, ASP and maintenance staff	Walk the ditches of the course to see where soil needs removed for better drainage
Course playability	April 07, 2016	EMT, advisors	Hole-by-Hole evaluation of needed improvements
Driving Range	April 07, 2016	EMT	Evaluate the nets and drainage in the driving range. Collect all balls.
Equipment evaluation	April 11, 2016	EMT and mechanic	Evaluate the state of the equipment and necessary repairs
Clubhouse	April 15, 2016	EMT	Evaluation and completion of roof, siding, gutters, interior
Aeration of Greens	April 30, 2016	EMT & greens staff	Set date for aeration of greens. Order sand and make sure equipment is in good repair.
Tournament Schedule	April 30, 2016	EMT, clubhouse staff, men's & women's clubs	Compare tournament schedule and course work, food & beverage service, tent repairs

Financial Plan

Forecast

Key Assumptions

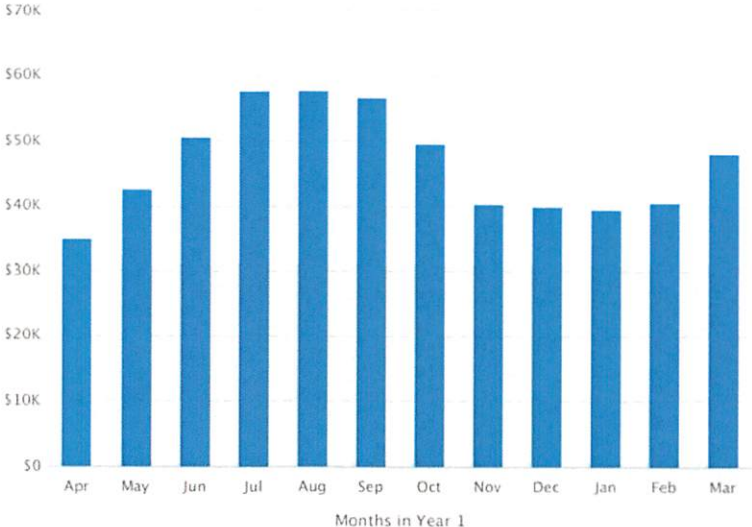
JJ Keegan Golf Consultants have laid out a financial plan for Salmon Run that, if modified slightly, shows there is room for profitability in the future. Additionally, through course maintenance and improvement, Salmon Run can return to the overall levels of rounds play, as well as memberships, which were present in the early 2000's.

EMT will not request any money from the City of Brookings to begin management of Salmon Run. We would like to attain a 3 year contract, renewable for 5 more years if both parties are satisfied with the progress and transition period. In addition, an open book policy would be employed so the City is assured of good fiscal management. EMT would request the ability to use the City as a resource for services such as dump trucks or tractor services.

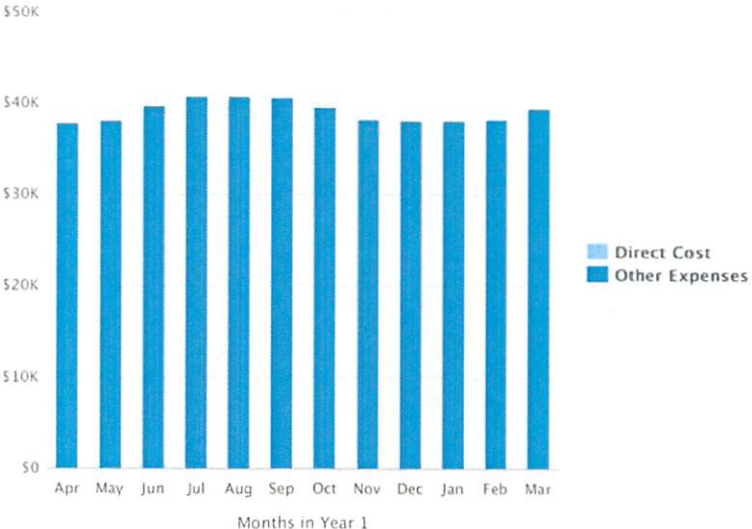
During the winter months play at Salmon Run is hampered by weather conditions. With drainage improvements recommended by our storm water run-off experts we expect to improve this situation yielding additional playable days. EMT will also increase the amount of money spent on course maintenance, after evaluating the needs, in order to achieve the goals set forth earlier.

At this time there are some unknowns in these projections: current inventory, current assets (equipment, buildings), computers, software, and technology. This is due to lack of verifiable information by current tenant.

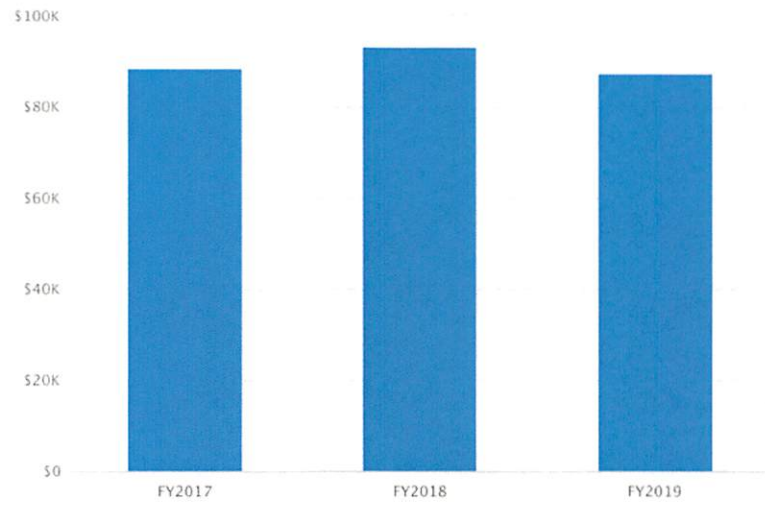
Revenue by Month



Expenses by Month



Net Profit (or Loss) by Year



Statements

Projected Profit & Loss

	FY2017	FY2018	FY2019
Revenue	\$558,080	\$586,080	\$601,580
Direct Costs			
Gross Margin	\$558,080	\$586,080	\$601,580
Gross Margin %	100%	100%	100%
Operating Expenses			
Salary	\$180,000	\$200,000	\$220,000
Employee Related Expenses	\$27,000	\$30,000	\$33,000
Insurance	\$23,700	\$23,700	\$23,700
Cost of Goods Sold	\$72,000	\$72,000	\$72,000
Bank Charges	\$13,000	\$13,000	\$13,000
Water	\$2,500	\$2,500	\$2,500
Clubhouse Expenses	\$12,000	\$12,000	\$12,000
Advertising	\$8,000	\$8,000	\$8,000
Leases	\$6,000	\$6,000	\$6,000
Utilities	\$18,000	\$18,000	\$18,000
Other Administration Expenses	\$36,000	\$36,000	\$36,000
Course maintenance Expenses	\$52,000	\$52,000	\$52,000
Corporate Taxes	\$36	\$150	\$150
Total Operating Expenses	\$450,236	\$473,350	\$496,350
Operating Income	\$107,844	\$112,730	\$105,230
Interest Incurred	\$3,608	\$3,057	\$2,462
Depreciation and Amortization			
Income Taxes	\$15,635	\$16,451	\$15,416
Total Expenses	\$469,479	\$492,858	\$514,228
Net Profit	\$88,601	\$93,222	\$87,352
Net Profit / Sales	16%	16%	15%

Projected Balance Sheet

	FY2017	FY2018	FY2019
Cash	\$98,910	\$184,745	\$262,247
Accounts Receivable	\$719	\$720	\$738
Inventory			
Other Current Assets			
Total Current Assets	\$99,629	\$185,465	\$262,985
Long-Term Assets			
Accumulated Depreciation			
Total Long-Term Assets			
Total Assets	\$99,629	\$185,465	\$262,985
Accounts Payable	\$3,041	\$3,038	\$3,035
Income Taxes Payable	\$15,635	\$16,451	\$15,416
Sales Taxes Payable	\$0	\$0	\$0
Short-Term Debt	\$8,199	\$8,794	\$9,429
Prepaid Revenue			
Total Current Liabilities	\$26,875	\$28,283	\$27,880
Long-Term Debt	\$39,153	\$30,359	\$20,930
Total Liabilities	\$66,028	\$58,642	\$48,810
Paid-in Capital			
Retained Earnings	(\$55,000)	\$33,601	\$126,823
Earnings	\$88,601	\$93,222	\$87,352
Total Owner's Equity	\$33,601	\$126,823	\$214,175
Total Liabilities & Equity	\$99,629	\$185,465	\$262,985

Projected Cash Flow Statement

	FY2017	FY2018	FY2019
Net Cash Flow from Operations			
Net Profit	\$88,601	\$93,222	\$87,352
Depreciation and Amortization			
Change in Accounts Receivable	(\$716)	(\$1)	(\$18)
Change in Inventory			
Change in Accounts Payable	\$3,039	(\$3)	(\$3)
Change in Income Tax Payable	\$15,635	\$816	(\$1,035)
Change in Sales Tax Payable	\$0	\$0	\$0
Change in Prepaid Revenue			
Net Cash Flow from Operations	\$106,559	\$94,034	\$86,296
Investing & Financing			
Assets Purchased or Sold			
Investments Received			
Change in Long-Term Debt	(\$8,199)	(\$8,794)	(\$9,429)
Change in Short-Term Debt	\$551	\$595	\$635
Dividends & Distributions			
Net Cash Flow from Investing & Financing	(\$7,648)	(\$8,199)	(\$8,794)
Cash at Beginning of Period	(\$1)	\$98,910	\$184,745
Net Change in Cash	\$98,911	\$85,835	\$77,502
Cash at End of Period	\$98,910	\$184,745	\$262,247

Summary

EMT will take little time completing the superficial projects identified earlier that will make the course more appealing and show a desire to bring Salmon Run back to its luster. Further evaluation by experts will help to prioritize the remaining projects. In the meantime a marketing strategy that will focus on the re-vitalization of the course as well as the welcome atmosphere will be publicized along with "bring them back" specials that will attract those local golfers who are currently going elsewhere.

With the season upon us the time is now and EMT is willing, ready and able to go to work today.

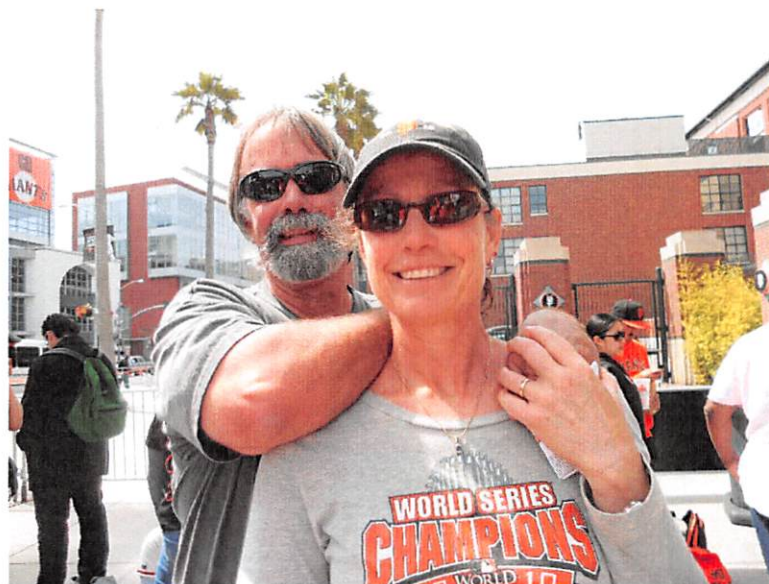
Appendix

Valarie L. Early Resume

Gary B. Early Resume

Financial

Letters of Reference



Valarie L. Early

PO Box 1688, Brookings, OR 97415
(541) 469-0525 val@earlyfishing.com

Education

Oregon State University, BS Political Science, 1983	Corvallis, OR
Southern Oregon University, Masters Program, Secondary Education, 1998	Ashland, OR
United State Coast Guard, Operator Uninspected Passenger Vessel, 1991 (current)	
Kenai River Guide Academy, 2010	Soldotna, AK
Medic First Aid/CPR Certified	1982 - present

Work Experience

- | | |
|---|----------------|
| • Early Fishing, Inc. – Owner/operator | 1990 - present |
| • Self Employed Fishing Guide | 1982 – present |
| • Early Orchard/Early Management Team – Owner/operator | 2009 - present |
| • Owen & Early’s Quality Lodging, Soldotna AK | 1988 - present |
| • Friends of Cal-Ore Fish, Director/CFO | 1996 – present |
| ○ Combined Non-profit organizations: | |
| ▪ Friends of the North Coast Fish, Inc. | |
| ▪ California and Oregon Fish Enhancement, Inc. | |
| • Brookings-Harbor School District 17-C | 1998 - present |
| • Morrison’s Rogue River Lodge | 1981 - 2006 |
| • We-Ask-U Inn/Grants Pass Float Company | 1977 – 1984 |
| • Benton County Parole & Probation Department, Internship | 1982 - 1983 |
| • Grants Pass YMCA | 1983 – 1985 |

Volunteer/Community Work

- | | |
|---|---------------|
| • Winchuck Rural Fire Protection District, Board of Directors | Oregon |
| • Oregon State Marine Board member, Governor appointment 2012 | Oregon |
| ○ Chairman, 2015-16 | |
| ○ Law Enforcement Advisory Group, Board representative | |
| • ODFW, Fall Chinook Conservation Plan – Rogue SMU, Advisory Committee | |
| • Kenai River Foundation, Wounded Heroes, Board of Directors | Alaska |
| • Brookings Harbor High School Golf Team, Assistant coach | Brookings, OR |
| • CASA of Brookings, Waterfront Ball, volunteer | Brookings, OR |
| • USFS, National Center for Wild & Scenic Rivers Excellence Working Group | |
| • Oregon South Coast Fishermen | Brookings, OR |
| ○ Reel Fishing Days | |
| ○ Azalea Festival Fish Tank | |
| ○ ODFW Carcass Survey Crew | |
| ○ Winter Steelhead Broodstock collection program | |
| • RAC – Chetco River, Oregon Department of State Lands | Brookings, OR |
| • The Compassionate Friends | Brookings, OR |
| • Chetco Watershed Council | Brookings, OR |

Early Management Team, Inc.

- Aleutian Goose Festival Smith River, CA
- Brookings-Harbor Safe N Sober Brookings, OR
- K.A.S.P.E.R. – auction committee Brookings, OR
- Community Action League Crescent City, CA
- Brookings Harbor Boosters, Fundraising Auction Committee Brookings, OR
- Kenai Watershed Forum Soldotna, AK
- Rowdy Creek Fish Hatchery Smith River, CA
- Take Our Kids Fishing, Kenai Peninsula Boys & Girls Club Soldotna, AK

Professional Organizations

- Kenai River Professional Guides Association Soldotna, AK
 - Take A Kid Fishing Day
 - Wounded Warriors
- Kenai River Sportfishing Association Soldotna, AK
 - Kid's Classic
 - Kenai River Classic
 - Women's Classic
 - SAFE Kids
- Brookings Harbor Chamber of Commerce Brookings, OR
- Kenai Peninsula Tourism and Marketing Group Soldotna, AK
- Del Norte Golf Course Women's Club

Permits

- USFS Special Use Permit – Rogue/Siskiyou National Forest
- USFS Special Use Permit – Gasquet National Forest
- BLM Middle Rogue Permit, Rogue/Siskiyou
- Kenai National Wildlife Refuge, Kenai River Upper River Trout Permit
- Alaska State Parks, Kenai River Special Use Permit
- Alaska State Parks, Kasilof River Special Use Permit
- Division of Mining, Land and Water , Kasilof River Special Use Permit
- Kenai River Center, Multi-agency Permits, Bank and Streamside Rehab

Interests

- Fishing, boating, golfing, education

References available upon request

Gary B. Early

PO Box 1688, Brookings, OR 97415
(541) 469-0525 garyearly@earlyfishing.com

Education

Shasta College	Redding, CA
College of the Redwoods	Eureka, CA
United State Coast Guard, Operator Uninspected Passenger Vessel, 1986 (current)	
Kenai River Guide Academy, 2009	Soldotna, AK

Work Experience

- Early Fishing, Inc. – Owner/operator 1990 – present
- Brookings Harbor High School Head Golf Coach 2015 - present
- Self Employed Fishing Guide 1982 – present
- Owen & Early’s Quality Lodging, Soldotna AK 1988 – present
- Del Norte Golf Course, greens keeper 1978 - 1980
- Friends of Cal-Ore Fish 1981 – present
 - Combined Non-profit organizations:
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 - California and Oregon Fish Enhancement, Inc.

Volunteer/Community Work

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- Oregon South Coast Fishermen Brookings, OR
 - Reel Fishing Days
 - ODFW Carcass Survey Crew
- Aleutian Goose Festival Smith River, CA
- Rowdy Creek Fish Hatchery Smith River, CA
- Take Our Kids Fishing, Kenai Peninsula Boys & Girls Club Soldotna, AK
- Jr. Golf Program, Birch Ridge Golf Course Soldotna, AK
- Kid’s Golf Day, Kenai Golf Course Kenai, AK

Professional Organizations

- Kenai River Foundation Soldotna, AK
 - Wounded Heroes Event
 - Take Our Kids Fishing
 - Take A Vet Fishing
- Kenai River Professional Guides Association Soldotna, AK
- Kenai River Sportfishing Association Soldotna, AK
 - Kid’s Classic
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Early Management Team, Inc.

○ SAFE Kids

- Brookings Harbor Chamber of Commerce Brookings, OR
- Kenai Peninsula Tourism and Marketing Group Soldotna, AK
- United State Golf Association
- Del Norte Men's Golf Club, Northern California Golf Association 5.4 low handicap
index
- Salmon Run Men's Golf Club
- Alaska Men's Golf Association

Financials

Profit and Loss Statement

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Cash at End of Period	\$98,910	\$184,745	\$262,247



Brookings City Council,

March 17, 2016

Re: Salmon Run Golf Course

This is to inform you that Early Management Team (EMT) has retained our firm Advanced Stormwater Protection (ASP) as consultants to assist them with monitoring and control of water run off on the Salmon Run Golf Course.

ASP maintains a full staff of Qualified Stormwater Developer's (QSD) and Qualified Stormwater Practitioners (QSP) certified to design, inspect, test & report on Best Management Practices (BMP) for water control and run-off.

We are honored to be a part of EMT's team of professionals to provide services in assisting the resurrection of this jewel of Brookings.

In addition, I would like to state that I have maintained a business and personal relationship with Gary and Valarie Early for over ten years and have been extremely impressed by their business management abilities as well as their commitment to stewardship of the community and environment.

I maintain a residence in the City of Brookings and I am a frequent participant at Salmon Run Golf Course and must say it would be a welcomed site to have this course consistently managed and maintained in a proper and professional manner.

Based on my experience with EMT they would certainly prove to be the firm that could provide this much-needed attention and would grow this operation to its fullest potential.

Please feel free to contact me should you need further information regarding our firm and its services or further explanations on my positive experiences with the Early Management Team.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. Geney", is written over the typed name.

Steve Geney
707-953-8903
steve@aspnow.net

SAMPLING | INSPECTIONS | SCHEDULING | REPORTS
P.O. Box 237 Petaluma CA 94953 707/585-8247 www.ASPNOW.net

OCEANSIDE DINER SALMON RUN GOLF COURSE

City Council
Brookings Oregon

March 17, 2016

Dear Councilors,

I am writing this letter in support of Val and Gary Early and their proposal to operate Salmon Run Golf Course.

I have known them for 18 years. They patronized my restaurant with their clients as part of their fishing guide business. They were always organized, notified us ahead of time, if possible, and were always on time. They are hard workers and I am confident they will do what ever is necessary to make Salmon Run a success.

As we had upwards of 30 other fishing guides who also utilized our restaurant, we are in a unique position to judge business acumen and personal characteristics. Val and Gary are far and away the most honest, trustworthy and transparent. Their word is good.

Oceanside Diner just completed 18 years in business. As we begin our 19th year, we would be honored to work with them and we pledge not only our support but our cooperation and effort in making Salmon Run the "Jewel of Brookings" that it should be.

Sincerely,

Harriet Opsahl
Owner
Oceanside Diner



2011 E Carson Street
Carson CA 90810
310-522-5506

March 21, 2016

To Whom It May Concern:

It is my pleasure to give my personal letter of recommendation for Gary and Valerie Early. I have had both a friendship with Gary and Valerie for the last 30 plus years, as well as a business relationship with our lodge operation in Soldotna, Alaska.

Prior to purchasing our lodge in Alaska, I fished with both Gary and Val Oregon since the early 80's, fishing the Smith, Chetco, Rogue and Elk Rivers in Northern California and Southern Oregon. Their expertise and professionalism are second to none.

Valerie Early ran our lodge prior to our purchasing it from the original owners. I was continually impressed with how Val was able to run two lodges, a large fishing guide operation, and on top of that manage a family. Nothing ever lapsed; the lodge was kept in perfect condition and the customers kept coming back year after year all due to the personal touch of these incredible individuals. They are talented managers with entrepreneurial drive and experience.

Our friendship continues and I would do business with both of these individuals in a heartbeat. I have the upmost respect and confidence in the Gary and Valerie and consider it a privilege to be their business partner and friend.

Should you have questions, please feel free to contact me at your convenience.

Sincerely,

Gregory L. Owen
Head Coach
grego@trimodal.com
310-522-5506 ext 103

2011 E. Carson Street
Carson, CA. 90810

3/28/2016

Ray C. Claveran
11151 Ridge Road
Sutter Creek, CA 95685

City of Brookings
Gary Milliman
City Manager

898 Elk Drive
Brookings, OR 97415

Mr. Milliman and The City Council,

It is at this time that I would like to engage in negotiations with the City of Brookings on an agreement to management Salmon Run Golf Course.

Currently I'm in discussions with Ed Murdoc (lessee) and have come to an agree on taking over the obligations of equipment.

I feel that we have the expertise to professionally manage, operate and maintain Salmon Run golf course to the level that would satisfy the golfing community and give the City of Brookings a golf course to be proud of. We have assembled a qualified team that is highly experienced in the golf course industry with over twenty five years of experience in their respective field; PGA golf professional, GCMA club manager, GCSA course superintendent, agronomists, a certified mechanic, irrigation specialist and technician.

Personal information, financials and resumes upon request.

We also have professional serves in place: Claveran Law Firm; Attorney at law, Musser and Associates; accounting, Ewing Irrigation Inc., Scotts Turf Inc.

Thank you again for your consideration for a management agreement of Salmon Run golf course. Salmon Run is a course that I have a personal connection to, and that I would be honored to be part of again.

Sincerely,

Ray C. Claveran
General Manager

March 22, 2016

Proposal for Management Services Salmon Run Golf Course Brookings, OR



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KemperSports Qualifications	5
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Regional Support Staff	9
Operational Plan Summary	10
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500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062

Gary Milliman

City Manager
City of Brookings
898 Elk Drive
Brookings, OR 97415

Dear Gary,

Thank you for the opportunity to present the following proposal for a short term management agreement for Salmon Run Golf Course.

KemperSports is uniquely positioned to quickly take over management of the facility due to our years of experience of managing municipal golf courses. We understand the short term and long term challenges facing Salmon Run and feel we can assume control of the club, keep the doors open to the golfers and provide the City a full assessment of the club's physical and financial requirements to ensure the long term viability of the operation.

We are a privately held company that has 38 years of experience in managing municipal golf courses to include Chambers Bay, host of the 2015 U.S. Open, Heron Lakes and Colwood Golf Course for the City of Portland and 13 municipal golf operations in California.

We can bring in an experience interim operator (general manger) until we can identify a candidate in order to keep the operation open. In addition we will assign a team to complete a full operations assessment so the City can lay out a long term strategic plan for the facility to include capital improvement requirements to ensure the property remains competitively relevant in the market.

KemperSports is willing to enter into a 1 year agreement with a 90 day out clause to provide the City flexibility while you determine the long term plan for Salmon Run. We can offer a \$7,000 monthly management fee to include all accounting services and our normal scope of management services outlined in the following document. The staff requirements would not be included in the fee as they would be operating expenses for the facility to include the interim manager salary and short term living expenses. We would be able to provide the City an estimate of operating expenses prior to signing an agreement.

All staff for golf operations and maintenance would be KemperSports employees thus taking the burden of hiring and human resources off the City's hands. Although there may be local resources to assume management of the facility but based on discussions with you and J.J. Keegen, we feel professional golf management would be a better solution for the City to ensure the long term viability of the course.

The attached document will provide you with a list of our scope of management services, operations approach and project team assigned to support the operation. I look forward to reviewing the proposal with you at your convenience.

In the meantime, please don't hesitate to call me if we can be of any assistance while you assess your options if you decide to take over the operation of the course.

Thank you again for your proposal request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Stegall', with a long horizontal flourish extending to the right.

Jim Stegall
Executive Vice President
KemperSports
847 736-2135

KemperSports Qualifications

KemperSports is a family-owned, privately held company founded in 1978 by James Kemper, Jr. and Steven H. Lesnik, headquartered in Northbrook, Illinois with regional offices located in Northern California. Today, we are a multi-faceted company with over 5,500 employees specializing in Golf Operations, Food & Beverage as well as Sales and Marketing for municipal golf facilities, daily fee golf courses, resorts and private country clubs.

We have been managing golf courses for public agencies since 1981 starting with the Vernon Hills Golf Course for the Village of Vernon Hills, IL - a golf course we still manage today after 12 contract renewals. We currently manage 36 distinct municipal facilities throughout the United States (including 2 in the state of Oregon) many of which have similar operational and service goals as the City of Brookings and Salmon Run Golf Course. A few examples may be seen in the reference section of this proposal.

Achieving success in municipal operations is our expertise and in large part due to the company's custom-fit and client-centric approach of providing services in a transparent manner making achievement of our clients' goals and objectives our number one priority.

As operations manager, KemperSports will be responsible for comprehensive services including:

- ✓ Golf and Clubhouse Operations
- ✓ Food and Beverage Operations
- ✓ Marketing and Sales
- ✓ Membership / Loyalty Programming
- ✓ Accounting and Financial Controls
- ✓ HR and Benefits Administration
- ✓ Outing & Banquet Event Sales
- ✓ Community Outreach/ Programming
- ✓ Player Development Programs
- ✓ Customer Service
- ✓ Information Technology

Based upon our extensive history in managing comparable properties we understand how to fashion the golf course into an exceptional community asset that both golfers and non-golfers of all ages in southern Oregon can utilize and enjoy.

Scope of Services

As operations manager, KemperSports will be responsible for turnkey management including:

Operations - All clubhouse operations, golf operations, building maintenance, food & beverage, golf shop operations, marketing, payroll processing and benefits administration, insurance, merchandising, financial reporting and accounting, and other services related to the day-to-day operation of the City's course.

Business Planning - KemperSports will develop and submit for review and approval a business plan and operating budget for the Salmon Run Golf Course which includes:

- Proposed marketing, sales, promotion, advertising and public relations concepts for the facilities
- Forecasted revenues and expenses for the golf and food & beverage departments
- A description of the assumptions upon which the operating budget is based

Sales & Marketing - KemperSports will be responsible for creating and implementing awareness and marketing plans. KemperSports' Regional Sales & Marketing Director will work closely with the on-site Director of Sales and Marketing to ensure the plan is creative, responsive to the market and achieves plan objectives.

Additionally, KemperSports will conduct on-going market surveys to determine strengths, weaknesses, opportunities and threats (S.W.O.T.) of the competition and make recommendations regarding operations of the facilities.

Golf Instruction & Community Outreach - KemperSports believes that a successful daily fee golf operation involves more than excellent customer service and high operational standards and efficiencies. We believe a successful community outreach program is an integral component of the annual business plan. We will evaluate current golf instruction programs and implement proven programs as needed to capture the residents of Brookings.

Technology - KemperSports will implement an integrated marketing technology plan. This includes ensuring that the golf and food & beverage point of sales system, reservations system, and website are all integrated in order to obtain customer / guest data, playing and purchasing habits, family and guest preferences, etc. It is critical that all components are integrated in order to maximize the customer experience while at the facilities.

Food & Beverage - KemperSports will conduct a full operational review aimed at ensuring that the facilities provide all-around quality food & beverage operations and do so while offering great value to golfers and the Brookings community at large. KemperSports focuses on each department as a business within a business and we will work hard to make sure the food & beverage department as a whole is managed to achieve maximum profitability.

Merchandising - KemperSports will develop a comprehensive merchandising plan targeted toward a broad customer and guest profile. We will implement a buying plan to maximize a variety of selection and appropriate price points with appropriate inventory levels.

Buying Power - KemperSports will leverage its National Accounts buying power to purchase supplies, equipment, golf shop merchandise, food & beverage items, etc. Our National Accounts purchasing power typically results in significant savings for our clients.

Finance & Accounting - KemperSports will implement financial controls and provide customized financial reports to City representatives. Our corporate accounting staff will work with City auditors during the preparation of the annual audited financial statement.

Inventory Controls - KemperSports will implement a comprehensive sales and inventory control plan for the merchandise and food & beverage operations.

Capital Expenditures - Early in our engagement, KemperSports will develop a preliminary capital improvements plan to help City representatives make informed business decisions. Recommendations will be based on improvements that provide a return on investment and are necessary to compete in the marketplace.

Reporting - KemperSports will provide a monthly profit and loss statement and other financial information for review and discussion in the regular monthly meeting. Standard financial reports include:

- Weekly flash reports (revenues)
- Summary monthly financial statements (balance sheet and income statement) - Property Level
- Detailed profit and loss statements - Total Property and Department Level Detail

We are also willing to work with the City to provide additional financial information where applicable.

Employees - KemperSports will be responsible for hiring all staff. KemperSports' philosophy is to "retain and retrain" existing staff to ensure continuity of service and community goodwill. City representatives are afforded the opportunity to interview and approve key staff candidates before they are hired. Our goal is to build a staff passionate about being part of the team to ensure uncompromised customer service and attention to detail.

Supervision & Accountability - A KemperSports Senior Operating Executive will either meet with or teleconference with City representatives on a monthly basis to discuss facility operations, financial performance, marketing, golf course maintenance, or any other pertinent items regarding the operation of the facilities.

Best Practices - KemperSports' policies and best management practices will be implemented at all levels of the operation to ensure peak performance.



Regional Support Staff

We understand that Salmon Run Golf Course must be financially self-supporting while providing a superior golf experience for guests and residents of Brookings. We embrace this challenge and will commit every resource from accounting to operations to marketing to ensure success.

Jim Stegall - Executive Vice President & Salmon Run Golf Course's Executive Sponsor

Mr. Stegall oversees operations for the company's third party management portfolio for the Western Division. Mr. Stegall also supports the company's business development efforts. He is a 22-year industry veteran who has held various senior executive positions at both Troon Golf and American Golf. Prior to entering the golf industry, Mr. Stegall was a senior project manager for Xerox Learning Systems and Learning International. He is a 10-year veteran of both the US Navy and Army National Guard.

Steve Argo - Regional Vice President Operations

Mr. Argo, based in Los Gatos, CA is responsible for the Company's golf course contracts on the west coast and in the Pacific Northwest. He is a 13 year industry veteran with over 25 years hospitality management experience with broad knowledge and expertise overseeing multi-course management operations. He is currently responsible for the direct oversight and day-to-day operations of 12 clients' portfolios (9 municipal clients). Mr. Argo joined KemperSports in 2007 and prior to joining KemperSports, Mr. Argo oversaw multiple semi-private and daily fee golf operations for another golf management company in the Bay Area market.

Nadia Chapman, MBA - Regional Director of Sales and Marketing Director

Ms. Chapman oversees sales and marketing efforts for multiple properties in the Western Division. As a life-long golf enthusiast, Nadia Chapman learned to play golf at 8 years old at her family's executive par 3 course. Ms. Chapman brings nearly a decade of hand-on sales and marketing experience in the golf and hospitality industry. She previously worked for KemperSports as a Director of Sales and Marketing for two municipal courses. During her tenure she successfully increased tournament and group outing revenue for both courses. She earned her Master's in Business Administration with an emphasis in Marketing and was honored by the Ventura Chamber of Commerce as their Young Professional of the Year in 2014 and currently resides in Ventura County, CA.

Sarah Peet - Regional Controller

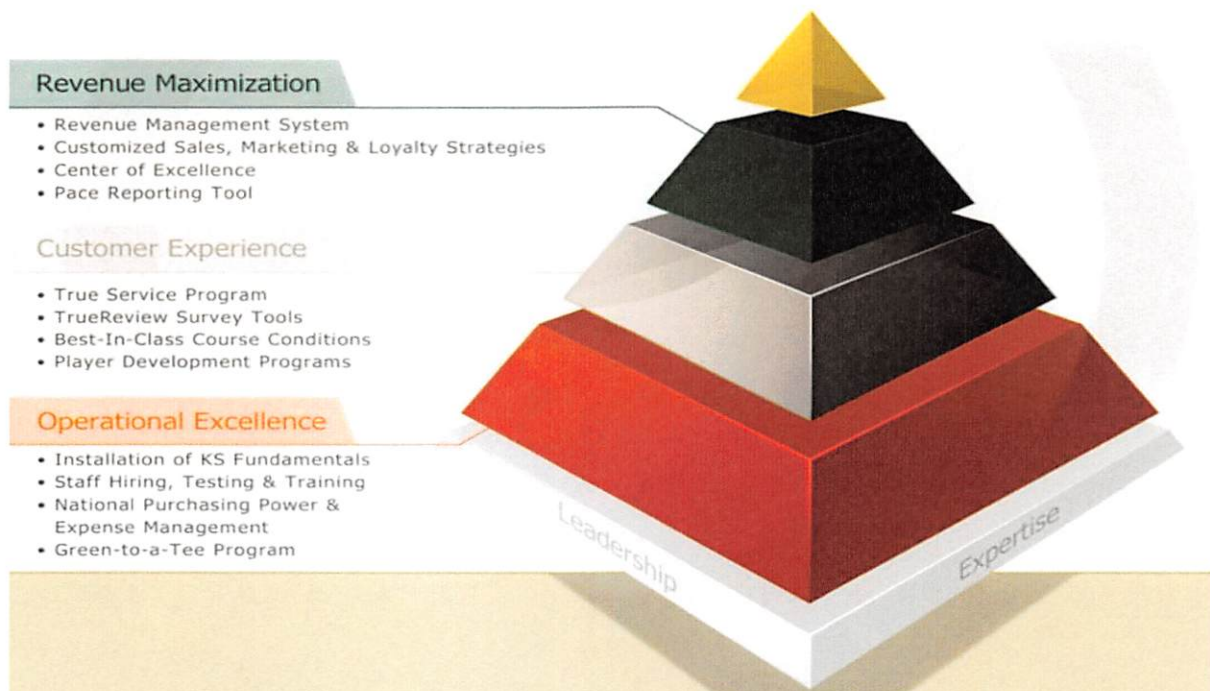
Ms. Peet is responsible for overseeing the financial operations for a portfolio of managed facilities, including 22 municipal properties throughout the Western Region. In this role, Ms. Peet works closely with the KemperSports home office, and the team of on-site controller/financial reporters, operations team and facility general manager to ensure the financial operations, as well as the internal controls within the facility are observed. Ms. Peet has been with Kemper Sports for over 2 years, recently stepping into the Regional Controller role from an on-site controller role at the City of Ventura, bringing to the position over 18 years of financial accounting experience.

Operating Plan Summary

KemperSports has achieved its success in golf course operations, in large part, due to the company's strong marketing prowess and our strategy of marketing our client's golf courses as "Best in Class". We understand the most successful municipal golf courses appeal to a broad player profile and, regardless of green fee, must provide a "value proposition" to each and every customer. Salmon Run is ideally suited to fill a niche in the market and provide residents and transient golfers with a 'Best in Class' golf and social experience at a competitive price. We will reintroduce, reposition and market the course to attract and retain golfers of all ages that utilize the facility to play golf and socialize.

Our approach of leveraging our people, experience and proprietary processes and initiatives in Operational Excellence is the key to our success and delivering a management solution to the City of Brookings. The following section details KemperSports' operating philosophy and specific strategies, tactics and systems that KemperSports will use to drive rounds, revenue and customer satisfaction at Salmon Run Golf Course.

Upon commencement of services, KemperSports will prepare a business plan addressing short and long-term business strategies including golf course marketing, sales and growth potential, benchmarking, expense controls, food & beverage, clubhouse management, youth golf programming, course maintenance, golf shop merchandising and inventory control, human resources, staffing, golf related issues such as tee time reservation policies, tournaments and promotions, building and equipment maintenance and administrative support such as finance, accounting, and information technology.



Sales and Marketing Approach

Master the Market

We start with an in-depth study of the market Brookings, Oregon and Northern California market dynamics, target customer profiles, key competitor analysis, past customer attributes / attitudes and a SWOT analysis of the facility's offering.

Build Powerful Marketing Plan

Using this information as a foundation, we build a comprehensive annual marketing plan for the property covering a complete business review and recommended strategies and tactics for revenue generation.

Strengthen the Brand

KemperSports was born a marketing company and we understand how critical a crystallized brand proposition is to the ultimate success of the property. We will help define the brand's key strengths and unique positioning in the marketplace and help to best communicate that brand to target customers.

Amplify Reputation

Leveraging our public relations expertise, will help Salmon Run Golf Course gain coverage in the right publications as well as identify the most impactful advertising vehicles to drive awareness and customers.

Maximize the Sales Effort

We will optimize the structure of the sales team and support staff at the property leave along with our regional guidance. To review sales materials, help build comprehensive target customer lists and leverage CRM tools and other sales best practices to drive tournament / outing and revenue.



Leverage Digital Marketing

The world has gone digital and KemperSports is well-versed in these critical marketing channels. We will help optimize the websites (including for search engine rankings), e-mail campaigns, social media efforts as well as its presence on review sites, key directories and partner websites.

Drive Customer Loyalty

KemperSports will help Salmon Run Golf Course maximize the repeat and referral business it gets from customers including the development of high-impact referral program, enhancing the current membership opportunities.

Apply Revenue Management

Maximizing the utilization of facilities and associated revenues is central to success across all KemperSports properties. We will review the pricing and rate structure and apply our revenue management best practices.

Measure and Optimize

True impact and improvement doesn't take place without a continual analysis and review of the marketing and sales programs that are put into place. KemperSports properties strive to conduct an ROI for each program they undertake, constantly evaluating and improving the outcomes of their efforts.

Tee Sheet Optimization

KemperSports will make recommendations to City representatives in order to set fees at the appropriate level. In addition to the set fee schedule, KemperSports employs a variety of revenue management tactics to drive revenue via increased rounds and improved revenue per round. KemperSports manages several facilities which utilize a demand-based pricing strategy to maximize tee sheet utilization. In order to maximize tee sheet revenue, KemperSports will perform a thorough analysis to determine which aggressive methods will work best at the Portland properties:

Utilize Demand-Based Pricing, Dynamic Pricing AND Yield Management strategies to drive rate and rounds

Alter rate and/or value by bundling tee times, including added value items and improving service levels

Utilize a variety of distribution channels to promote specific rates to targeted customers

- Course Website
- Email Marketing
- 3rd Party Distribution & Email Marketing

KemperSports focuses on metrics like Average Daily Rate, Utilization per Hour, and Revenue per Available Tee Time to track success.

- Compare results versus industry and company benchmarks

- KemperSports uses a continuous improvement process where results are continually tracked, results analyzed and pricing updated to stay current with market trends.

Most importantly, KemperSports assigns responsibility for tee sheet management to property-level personnel. These are the employees who have daily interaction with the tee sheet, distribution channels and customers. Oversight for strategy and reporting takes place at the regional level through the Regional Operations Executive and the Regional Sales & Marketing resource. Best Practices are shared throughout the company via monthly conference calls, monthly revenue calls and the KemperSports Center of Excellence.

Outreach & Community Philosophies

KemperSports believes a successful community outreach program is an integral component of the annual business plan. Our community outreach programs all share the common goal of introducing the game in a fun, non-intimidating setting so participants gain confidence as they learn and play the game. Through our community outreach and grow-the-game initiatives we have successfully introduced thousands of potential new golfers. KemperSports provides on-site staff with a Player Development Best Practice Guide filled with successful ideas for growing the game of golf as well as encouraging additional customized ideas that make sense for the individual property.

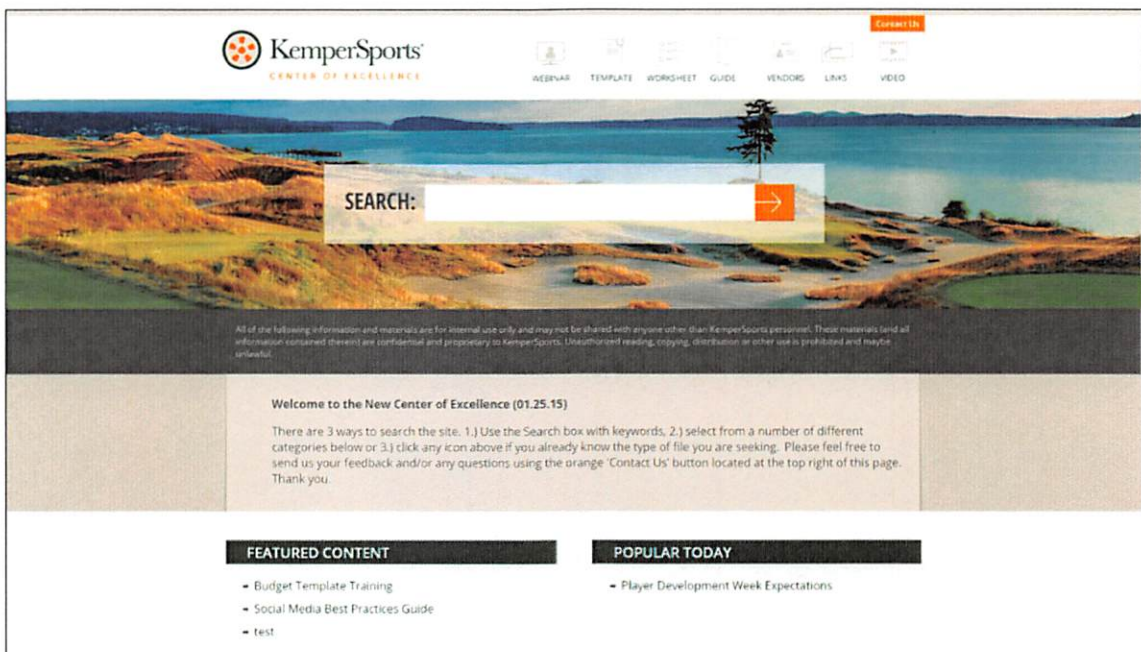


Added Value

Training for Excellence

KemperSports has developed a library of Best Practices Guides which covers a broad range of topics including outing and banquet sales, website development, e-mail marketing and public relations. Applicable property staff members are trained on these best practices on a regular basis and are given access to KemperSports' on-line sales and marketing library to stay on top of the latest strategies, industry trends and techniques. Most recently, KemperSports added a training module around leveraging social media – once again keeping our properties updated on the most cutting-edge marketing practices.

In addition to best practices training, Salmon Run Golf Course management staff will receive extensive training on a customized KemperSports e-marketing platform which enables them to update and track their websites on a frequent basis to drive return visitors and revenue. Additionally, these staff members will be trained on how to build e-mail databases and manage their e-mail campaigns to capitalize on short-term opportunities and continually strengthen customer relationships.



KemperSports Database Management Program

The KemperSports Database Management Program is based on gathering customer information by golf shop staff through tee times booked through the property website. With our presence on the west coast we have driven this database to over 200,000 customers. This ability to reach potential golfers to visit Brookings at Salmon Run set us apart from our competitors.

The information we gather includes name, address, email, phone and tracking loyalty club customer purchases using the facility's POS system. As part of our marketing strategy, customer segments will receive special offers, event notices and other information based on key criteria related to their buying habits and frequency of play. We have found that timely and targeted electronic communications result in increased rounds, revenues and customer loyalty. Communicating electronically is also less expensive and more ecologically sensitive than mailing printed marketing pieces. The City of Brookings and Salmon Run Golf Course will own the customer database that KemperSports creates and manages for the golf course and the team on site will have the ability to send out email messages to the database in a timely manner.

Customer Service

TrueService™ - Our 9 part service training program is designed to improve and enhance each staffer's communication skills with customers and fellow staff members. The program is administered by our operations group and involves on-going education. The TrueService™ strategy is a commitment to achieving personal relationships with customers in order to take the facility to the highest level of operating professionalism and financial success as permitted by the budget.

Customer Feedback

The success of any golf course and community facility is only as good as the feedback you receive from your customers. This consistent feedback allows the operator to incorporate and adjust based on their customer's wants and desires. To stay in touch with the customer, KemperSports has developed a proprietary suite of customer insight tools. These tools include:

🍷 Annual Daily Fee Golfer Satisfaction Survey Program

This customized annual survey tool is administered on-line in conjunction with the National Golf Foundation and serves as critical input for building annual and long term property business plans. Insights gathered include customer demographics, customer play patterns, loyalty metrics, market share, competitive benchmarking and marketing program impact.

🍷 TrueReview™ Quality Survey

This automated, on-line survey tool is administered to customers 1-2 days after their visit and serves as a "fine-toothed comb" to ensure top quality in all aspects of the operation. The general manager and KemperSports corporate team receive reports on a daily/weekly basis enabling them to immediately identify and resolve any issues with customer service, course conditions or F&B operations. These reports will then be shared consistently with ownership allowing for transparent feedback and real time responses to the community.

By capturing guest feedback together, we can make better informed decisions of what is necessary to keep our guests retuning again and again.

National Accounts

KemperSports will leverage its National Account buying power to procure, on behalf of the City of Brookings: equipment, supplies, inventory and materials needed to manage and maintain the golf course and buildings.

As a result of our national portfolio, we have developed discounted purchasing relationships with vendors in golf course maintenance (equipment and supplies), golf cars, golf shop merchandise, clubhouse and food & beverage supplies, etc. The savings can be as high as 20%-35% on carts and maintenance equipment and range from 5%-20% on pro shop merchandise and food & beverage products. **All discounts will be credited to Salmon Run Golf Course resulting in significant bottom line savings for the City.**

KemperSports will be responsible for purchasing supplies and materials, as outlined in the approved budget, with the lease / purchase of the appropriate turf care equipment needed for the golf course and the course and grounds facility.

Item	KemperSports Savings
Golf Carts	20% -35%
Maintenance Equipment	20% -35%
Golf Shop Merchandise	5% - 20%
Food & Beverage	5% - 20%



Financial Experience with Municipalities

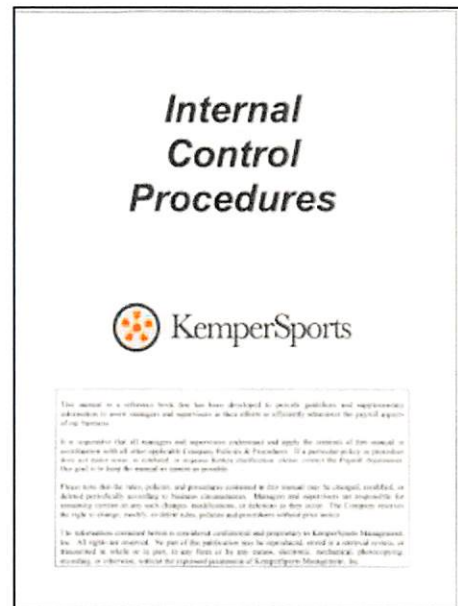
Our knowledge and understanding of municipal clients has provided us the ability to develop our own proprietary municipal budget software package that encompasses all aspects of a full service facility. Key components of this budget package include revenue capture by type of round, outing revenue, banquet revenue, average amounts per customer spent on green fees, range, pro shop, dining, etc., payroll by department, operating expenses by department, marketing plans and capital improvements. Additionally, KemperSports will provide monthly client reports, point of sale (POS) reports, and weekly revenue reports as requested by City staff.

KemperSports is very adept at working with cities and municipalities within their timeframes and guidelines to deliver on time and accurate financial reports. Based on our experience with other municipalities there are specific requirements for information and rates that must be presented to boards and councils and therefore time frames become critical, we have the ability to customize our reporting and ensure on time delivery of each financial statement.

Financial Controls

KemperSports has developed extensive control procedures which are detailed in depth in the Accounting Section of our thorough Policies and Procedures Manual. We will tailor these policies and procedures to meet specific requirements of the Salmon Run Golf Course and Brookings requirements. The major topics covered include:

- Daily Close-out of Registers
- Credit Card Sales
- Point of Sale Programming
- Gift Certificates
- Tournament / Prize Credits
- Tee Sheet Maintenance
- Starter Responsibilities
- Daily Player Reports
- Accounts Payable / Receivable
- Manual Checks
- Petty Cash
- Payroll and Time Reporting
- Inventory (Receiving, Recording, Physical Counts)
- Capital Expenditures

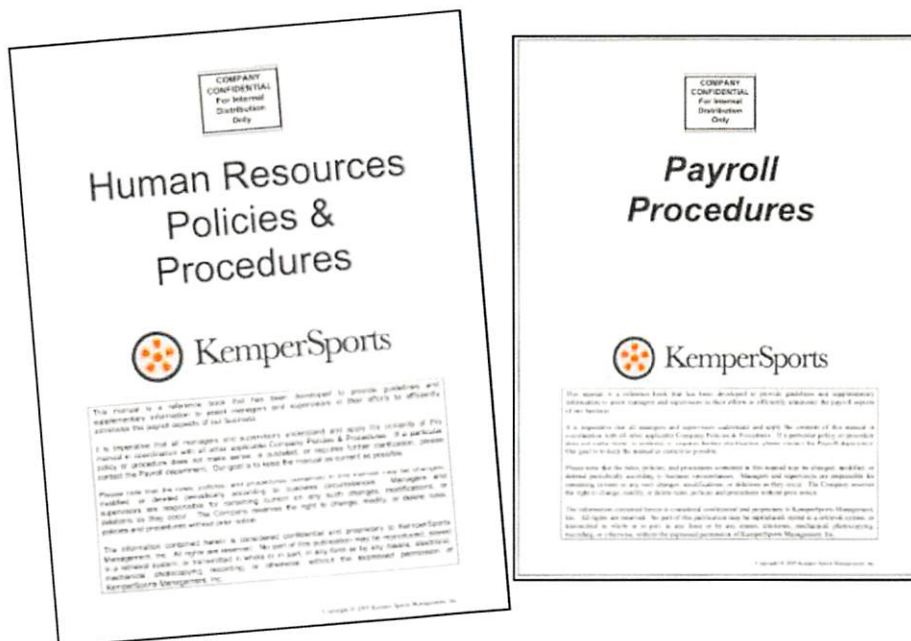


Administrative Support

All human resource activities are managed from the corporate office. Personnel, payroll, benefits and data systems administration is centrally managed to efficiently and effectively process all employment activities in the company. The HR department is able to produce information to meet government-reporting obligations, manage unemployment claims and produce various workforce analysis reports to assist facility managers. Our national director of human resources works closely with our on-site general managers and our regional and corporate operating executives regarding all human resources issues and implementation of corporate policies.

Human Resource services include:

- Recruitment, hiring, training and retention of all employees
- Pre-employment screening and testing
- Job descriptions
- Administration of an employee benefit package including vacation and sick time off, medical, dental, vision, disability and other benefits.
- Regular Sexual Harassment training
- Employee handbooks
- New employee orientation
- Performance evaluations
- Worker's Compensation Administration
- OSHA Requirement Administration
- Payroll administration and compliance



References

Heron Lakes Golf Course *Portland, OR*



Client: City of Portland, OR
Contact: Mr. John Zoller - Director of Golf
Phone: (503)823-5104
Address: 1120 SW Fifth Avenue
Portland, OR 97204
Website: www.portlandoregon.gov

Architect: Robert Trent Jones, Sr. and Robert Trent Jones II

Initial Contract Date: 2008

Scope of Services: Heron Lakes Golf Course is a 36-hole golf facility owned by the City of Portland, Oregon designed by renowned golf course architects Robert Trent Jones, Sr. and his son Robert Trent Jones II. Heron Lakes Golf Club offers two distinct championship 18-hole golf courses catering to multiple skill levels. KemperSports was selected by the City of Portland in a national RFP to manage both golf courses. The total annual revenues during this time have steadily gone up from \$3,946,364 in 2008/09 to \$4,174,191 in 2014/15. In addition, Heron Lakes is home of The First Tee of Portland, which has as its mission to impact the lives of young people by providing educational and mentoring programs that incorporate life skills, character development, family values, and personal growth through the game of golf.



Dryden Park Golf Club
Modesto, CA



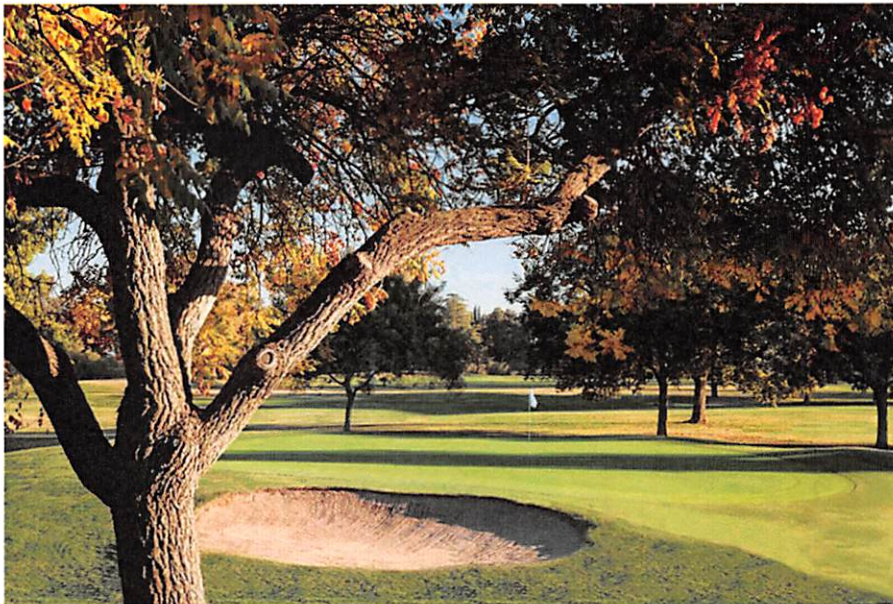
DRYDEN PARK
GOLF COURSE

Client: City of Modesto, CA
Contact: Laurie Smith - Acting Director of Community & Economic Development
Department
Phone: (209) 577-5347
Address: 1010 10th Street
Modesto, CA 95354
Website: <http://www.drydenparkgolfcourse.com/>
<http://www.thecreeksidegolfcourse.com/>



Initial Contract Date: 2013

Scope of Services: Owned by the city of Modesto, Dryden Park Golf Course and Creekside Golf Course combine to do over 82,000 rounds and are considered two of Northern California's Best Values. At both facilities we operate the golf shop & clubhouse, sales and marketing and food and beverage. The maintenance for both facilities is in a partnership with Valley Crest.



Ridge Creek Dinuba Golf Club
Dinuba, CA



Client: City of Dinuba
Contact: Jayne Anderson Deputy City Manager
Phone: (559) 591-5900
Address: 3018 Ridge Creek Drive
Dinuba, CA 93618
Website: <http://www.golfridgecreek.com/>

Initial Contract Date: 2005 Pre-Development/2008 Course Opened

Scope of Services: Ridge Creek is an 18-hole championship, 7,495 yard golf course designed by John Fought. KemperSports was selected by the City of Dinuba in a national RFP to provide construction management for the golf course and clubhouse and operations management services. The golf course averages 32,000 rounds annually. Currently we operate the golf course maintenance, golf course clubhouse operations, sales and marketing, banquet facilities including all food and beverage and community service outreach programs.



INTERIM GOLF COURSE MANAGEMENT AGREEMENT

This Interim Golf Course Management Agreement (“Agreement”) is entered into by and between the City of Brookings, an Oregon municipal corporation (the “City”), and Early Management Team, Inc., an Oregon corporation (EMT), whereby EMT will provide golf course management services.

RECITALS

- A. The City owns a golf course currently leased and operated by Wild Rivers Golf Management, LLC, known as Salmon Run Golf Course, located at 99040 South Bank Chetco River Rd.
- B. The current lease is anticipated to terminate April 1, 2016 due to the Lessee’s default.
- C. Upon the termination of the current lease, the City will be in need of immediate assistance to maintain and run the golf course so that it does not fall into further disrepair and lose customers.
- D. EMT has expressed a willingness and a plan to manage the golf course for the City under this interim agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 **TERM.** This Agreement has a term of 30 days, commencing on April 1, 2016 and terminating on April 30, 2016. This Agreement may be extended for an additional 30 days upon the written consent of both parties. It is the intent of the parties to enter into a longer term agreement.
- 2.0 **FEE.** EMT’s fee will consist of retaining any profits realized as a result of their management of the golf course under this Agreement. EMT will not charge a monthly fee.
- 3.0 **SCOPE OF SERVICES.** EMT will provide the following services in accordance with their business plan submitted in March 2016 to the City:
 - a. Supervision of the starting of play by golfers.
 - b. Supervision of play on the course.
 - c. Enforcement of all rules and regulations relative to the golf course.
 - d. Establish and collect greens fees and membership fees.
 - e. Provision and maintenance of rental equipment, (i.e. carts, clubs).
 - f. Provide a safe operating fleet of carts to handle the requirements of the course; return carts to storage area each evening; account for all carts at end of the day; collection of fees for use of carts.

- g. Provision of range balls that are in a reasonable condition for rental; keep range tee area neat.
- h. Provide proper and professional maintenance for course fairways, driving range, greens, shrubs and trees. EMT will at its sole cost and expense be responsible for supplies and labor to meet this requirement excluding irrigation water supply. Watering to be done at night as much as possible.
- i. Hiring and supervision of all necessary staff to accomplish duties.
- j. Operate and maintain a friendly, reputable pro shop, practice range and golf course.
- k. Maintain the Pro Shop in a clean, presentable, and well stocked condition; keep the Pro Shop open during normal hours of operation; keep knowledgeable staff on hand to help until all bags and carts have been returned each day and play is finished.
- l. Maintain score cards, divot tools, tees and golf balls at all time.
- m. Maintain a close professional relationship with the City Manager and coordinate respective organization.
- n. Organize, advertise and operate golf tournaments.
- o. Market the golf course and events via internet, radio shows, TV, Brochures, and newspapers.
- p. Operate the clubhouse and outside meeting, snacking area.
- q. Provide all necessary personnel, tools, small equipment to provide the required services and maintenance to operate the golf course.
- r. Maintain all necessary licenses, permits, and certifications necessary to operate the golf course.
- s. Repair and maintenance of golf carts, mowers and tractors and other equipment, including City provided equipment.
- t. Coordinate and work with restaurant lessee, Oceanside Diner.

4.0 **CONDITION OF PROPERTY.** EMT will accept all properties, facilities, and equipment "as is" in their present existing condition. The City will complete the roof on the clubhouse. The City and EMT will work together to identify urgent needs for construction and repair of facilities during the term of this Agreement. The parties will agree as to which party will be responsible for making the repairs on a project by project basis.

5.0 **UTILITIES.** All utilities, including, but not limited to, telephone, internet, electric, gas, sewage/garbage, cable, and all other utilities will be the responsibility of EMT.

5.1 Potable Water. EMT will be solely responsible for the operation, maintenance, and regulatory compliance of any and all on-site potable water systems.

5.2 Irrigation Water. The City will procure at its sole cost and expense all water necessary for irrigation of the golf course.

6.0 **SECURITY.** EMT will at all times during the term of this Agreement provide adequate security and safety measures necessary to protect the golf course premises and any

persons, including EMT's employees, invitees, agents, and members of the general public, from risk of harm arising from EMT's management of the premises.

7.0 JACK CREEK. EMT will endeavor to retain the natural golf features and aesthetic beauty of Jack Creek Valley. EMT will work closely with the appropriate governmental agencies to meet this obligation. EMT will not use any pesticides or fertilizers which require a permit, or allow any pesticides or fertilizers to enter Jack Creek.

8.0 WASTE. EMT must not commit or suffer to be committed any waste upon the premises or any nuisance, unreasonable noise, odor, or other act or thing which may disturb the quiet enjoyment of any other person(s) or entities located on or near the premises.

9.0 SAFETY.

9.01 Unsafe Conditions. EMT must immediately correct any unsafe condition of the premises or unsafe practices occurring thereon, as well as comply with all applicable safety laws. EMT must cooperate and comply fully with City, County, State, Federal or any other regulatory agency having jurisdiction thereover regarding any safety inspections and certifications of any and all structures, enclosures, vehicles, and equipment.

9.02 Emergency Assistance and Notification. EMT must take commercially reasonable steps such as call 911, in order to obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises and agrees to cooperate fully with City in the investigation of any accidental injury or death occurring on the premises. EMT must submit a report within twenty-four (24) hours to the City Manager of any accidental injury requiring ambulance response or death.

10.0 SUPERVISION. EMT shall report to and take direction from the City Manager. EMT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting of all funds. EMT will submit a monthly financial report to the City Manager detailing all expenses and income for the month.

11.0 INSURANCE. The management must obtain and maintain during the term of this Agreement, and any extension thereof, the following types of insurance at EMT's sole expense.

11.01 Commercial General Liability. CGL insurance with not less than the following limits shall be provided by EMT:

- a. General aggregate: \$2,000,000.
- b. Completed operation aggregate \$2,000,000.
- c. Personal and advertising - injury \$1,000,000 each occurrence.
- d. Fire damage: \$100,000

- e. Medical expense \$10,000
- f. Umbrella Liability Aggregate: \$1,000,000

11.02 Workers' Compensation Insurance. Workers compensation insurance shall be required under the Laws of the State of Oregon.

11.03 Automobile Insurance. Automobile insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:

- a. Bodily injury: \$1,000,000 per person \$1,000,000 per accident.
- b. Property damage: \$500,000 per accident basis.

11.04 Primary Insurance. EMT's insurance policies, with respect to any claims related to this Agreement, will be primary with respect to all other sources of coverage available. Any City maintained insurance or self-insurance coverage will be in excess of and not contribute to any of EMT's coverage.

12.0 **INDEPENDENT CONTRACTOR.** EMT is performing the services under this Agreement as an independent contractor and not as an employee of the City. Neither EMT nor any of its employees are eligible to receive any of the rights or benefits otherwise available to City employees. EMT shall be free from the direction and control of the City over the means and manner of performing services under this Agreement, subject only to the right of the City to specify the desired results. EMT shall be solely responsible for payment of all taxes, fees, and salaries due its employees as required by law or other agreement.

12.01 Personnel. EMT represents that it will secure at his own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of nor have any contractual relationship with the City. Such personnel shall be compensated solely by EMT.

12.02 Supervision. All of the services required hereunder will be performed by EMT or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

12.03 Subcontracts. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder as approved by the City shall be specified by written subcontractor and shall include each provision of this Agreement in said subcontract.

13.0 **GENERAL PROVISIONS.**

- 13.01 No Discrimination. EMT will not discriminate in the operation or management of the Premises against any person on account of age, race, creed, color, handicap, marital status, sex, national origin, ancestry, sexual orientation, arrest record or conviction record.
- 13.02 Notice. Any notices to be given under this Agreement by either party to the other will be in writing and may be transmitted by personal delivery or by certified mail, postage prepaid with return receipt requested. Mailed notices will be addressed to the parties at the addresses appearing below their respective signatures, but each party may change that address by written notice in accordance with this section. Notices delivered personally will be deemed communicated as of the date of actual receipt; mailed notices will be deemed upon three (3) calendar days after the date of mailing.
- 13.03 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.
- 13.04 Indemnification. To the fullest extent permitted by law, EMT shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents (“indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorney’s fees and costs of litigation (“claims”), arising out of EMT’s performance of its obligations under this Agreement or out of the operations conducted by EMT, including the City’s active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from EMT’s performance of this Agreement, EMT shall provide a defense to the indemnitee or at the City’s option reimburse indemnitees their costs of defense, including reasonable attorney’s fees, incurred in defense of such claims.
- 13.05 No Assignment. This Agreement is for the personal services of EMT. EMT may not assign this Agreement, EMT’s right to moneys becoming due under this Agreement, or EMT’s duties under this Agreement to any other person or entity without the written consent of the City. Any attempt at any such unauthorized assignment shall be void.
- 13.06 No Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
- 13.07 Compliance with Laws. EMT shall comply with all applicable laws, ordinances and codes of the State and the City and EMT shall save the City harmless with

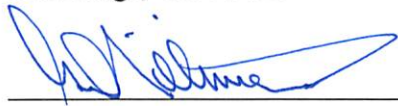
respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

- 13.08 Attorney's Fees. If any legal action or proceeding is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and expenses in addition to any other relief to which that party may be entitled. This provision will be construed as applicable to the entire Agreement.
- 13.09 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will nevertheless continue in full force without being impaired or invalidated in any way.
- 13.10 Entire Agreement. This instrument contains the entire agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between the City and EMT with respect to the engagement of the City and EMT and contains all of the covenants and agreements between the parties with respect to that engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.
- 13.11 Execution. Each person signing on behalf of the respective parties represents and attests that they are authorized to sign and to bind their principles.

[SIGNATURE PAGE TO FOLLOW]

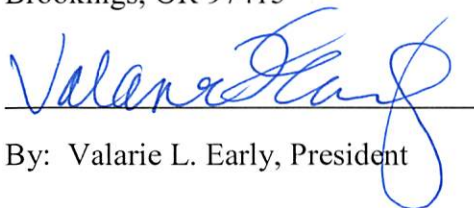
IN WITNESS WHEREOF, the parties have executed this Agreement on this 31st day of March, 2016.

CITY OF BROOKINGS
898 Elk Drive
Brookings, OR 97415



By: Gary Milliman, City Manager

EARLY MANAGEMENT TEAM, INC.
P.O. Box 1688
Brookings, OR 97415



By: Valarie L. Early, President

Lease Agreement

This Lease Agreement ("Lease") is made and effective on the date set forth herein below, by and between Wild Rivers Golf Management, LLC, ("Landlord") and Oceanside Diner, LLC ("Tenant").

In consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

1.1 **Initial Term.** Landlord hereby leases the area described in Exhibit A attached hereto and incorporated herein by this reference ("Leased Premises") to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 1, 2016 and ending December 31, 2016.

1.2 **Renewal.** Tenant may renew the Lease for one extended term of one year at the sole discretion of tenant under the same terms and conditions as the initial term. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

1.3 **Definition – "Term".** "Term" as used herein means the combination of the Initial Term and any renewal period thereafter.

2. Rental.

2.1 **Initial Term Rent.** For the Initial Term Tenant shall pay Landlord an amount equal to one-half (1/2) of Landlord's Coos-Curry Electric Co-Op, Inc. electricity bill for account number 68233003, which relates to the Leased Premises and the improved area surrounding the Leased Premises

3. **Use.** Tenant shall use the Leased Premises for the purpose of operating a restaurant. Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant agrees to maintain operating hours for breakfast and lunch. Landlord shall retain and operate alcohol beverage services. Tenant shall not serve alcohol.

4. **Sublease and Assignment.** Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent.

5. Repairs and Improvements

5.1 Landlord shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this lease, except only those hereinafter specifically provided for; Tenant hereby agrees to maintain and keep the premises, including all interior and exterior walls and doors, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank, in good order and repair during the entire term of this lease, at Tenant's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of the premises with glass of as good or better quality as that now in use.

5.2 Landlord agrees to make all necessary structural repairs to the building, including exterior walls, foundation, roof, gutters and downspouts, and the abutting sidewalks. Landlord reserves and at any and all times shall have the right to alter, repair or improve the building of which the premises are a part, or to add thereto, and for that purpose at any time may erect scaffolding and all other necessary structures about and upon the premises and Landlord and Landlord's representatives, contractors and workers for that purpose may enter in or about the premises with such materials as Landlord may deem necessary therefor, and Tenant waives any claim to damages, including loss of business resulting therefrom.

6. **Alterations and Improvements.** Tenant, at Tenant's expense, shall have the right following Landlord's written consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All movable or uninstalled property acquired by Tenant shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the Term provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. **Property Taxes.** Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

8.1 **No Abatement.** If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents or employees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

8.2 **Fire and Personal Property Coverage.** Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises. Tenant shall be

responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

8.3 **Liability Coverage.** Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the activities of Tenant on the Leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon an insurance company authorized to do business in Oregon. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph.

8.4 **Worker's Compensation.** Tenant shall comply with all requirements with respect to worker's compensation coverage for its employees.

9. **Utilities.** Tenant shall pay all charges for propane gas and other services and utilities used by Tenant on the leased premises during the Term unless otherwise expressly agreed in writing by Landlord. Tenant shall pay for other services and utilities used by Tenant on the Leased Premises during the Term unless otherwise expressly agreed in writing by Landlord. Tenant is authorized to perform any electrical upgrades as needed for the operation of Tenant's restaurant at Tenant's sole cost. Said upgrades are to be performed by a licensed electrician.

10. **Signs.** Tenant shall have the right to place signs on the Leased Premises. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises.

11. **Entry.** Landlord shall have the right to enter upon the Leased Premises at reasonable hours after 24 hours advance written notice to Tenant to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. **Parking.** During the Term, Tenant shall have the non-exclusive use in common with Landlord, and their respective guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas for Tenant and Tenant's agents and employees.

13. **Damage and Destruction.** Subject to Section 8.1 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this Section, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the

reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this Section extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. **Default.** If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after such due date, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the Term ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

15. **Quiet Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the Term.

16. **Condemnation.** If any legally constituted authority condemns the Leased Premises or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. **Subordination.** Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon any property affecting the Leased Premises, and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises or with respect to any property affecting the Leased Premises, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby

irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Wild Rivers Golf Management, LLC
99040 South Bank Chetco River Road
Brookings, OR 97415
Attn: Ed Murdock

If to Tenant to:

Oceanside Diner
PO Box 1229
Brookings, OR 97415

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this Section by written notice thereof to the other party.

19. Brokers. Tenant represents that Tenant was not shown the Leased Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

20. Waiver. No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. Memorandum of Lease. The parties hereto contemplate that this Lease should not and shall not be filed for record.

22. **Headings.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

23. **Successors.** The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their successors and assigns.

24. **"As-Is".** Tenant agrees to take tenancy of the Leased Premises, and any equipment related to the Leased Premises, on an "as is", "with all faults" basis, except for the kitchen floor and ceiling which shall be repaired by Landlord prior to the effective date of this lease to conform with all requirements of the state or county health inspector.

25. **Holding Over.** If Tenant remains in possession of the Leased Premises after the Initial Term or any renewal period ends, the tenancy shall continue on a month-to-month, or "Tenancy at Will," basis unless the Landlord gives notice for Tenant to vacate and Tenant shall continue to be obligated in accordance with the terms and conditions herein.

26. **Compliance with Law.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. **Final Agreement.** This Agreement supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

28. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Oregon.

29. **Severability.** If any court determines that any provision of this Lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision. It will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

30. **Indemnity.** Tenant will indemnify, defend, and hold harmless Landlord from and against any and all claims arising from the negligence of Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and, in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense.

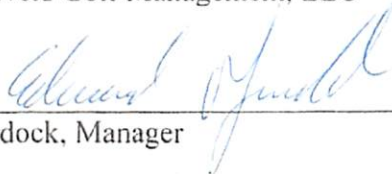
31. **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

32. No Partnership or Joint Venture. Nothing contained in this Lease shall constitute or be construed to be or create an employment relationship, partnership or joint venture between Landlord and Tenant. Tenant shall be responsible for any and all taxes or assessments related to its use of the Leased Premises.

33. Time is of the Essence. Time is of the essence with respect to all provisions of this Lease, including the performance of all obligations of the parties provided for herein.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first written below.

LANDLORD
Wild Rivers Golf Management, LLC



Ed Murdock, Manager

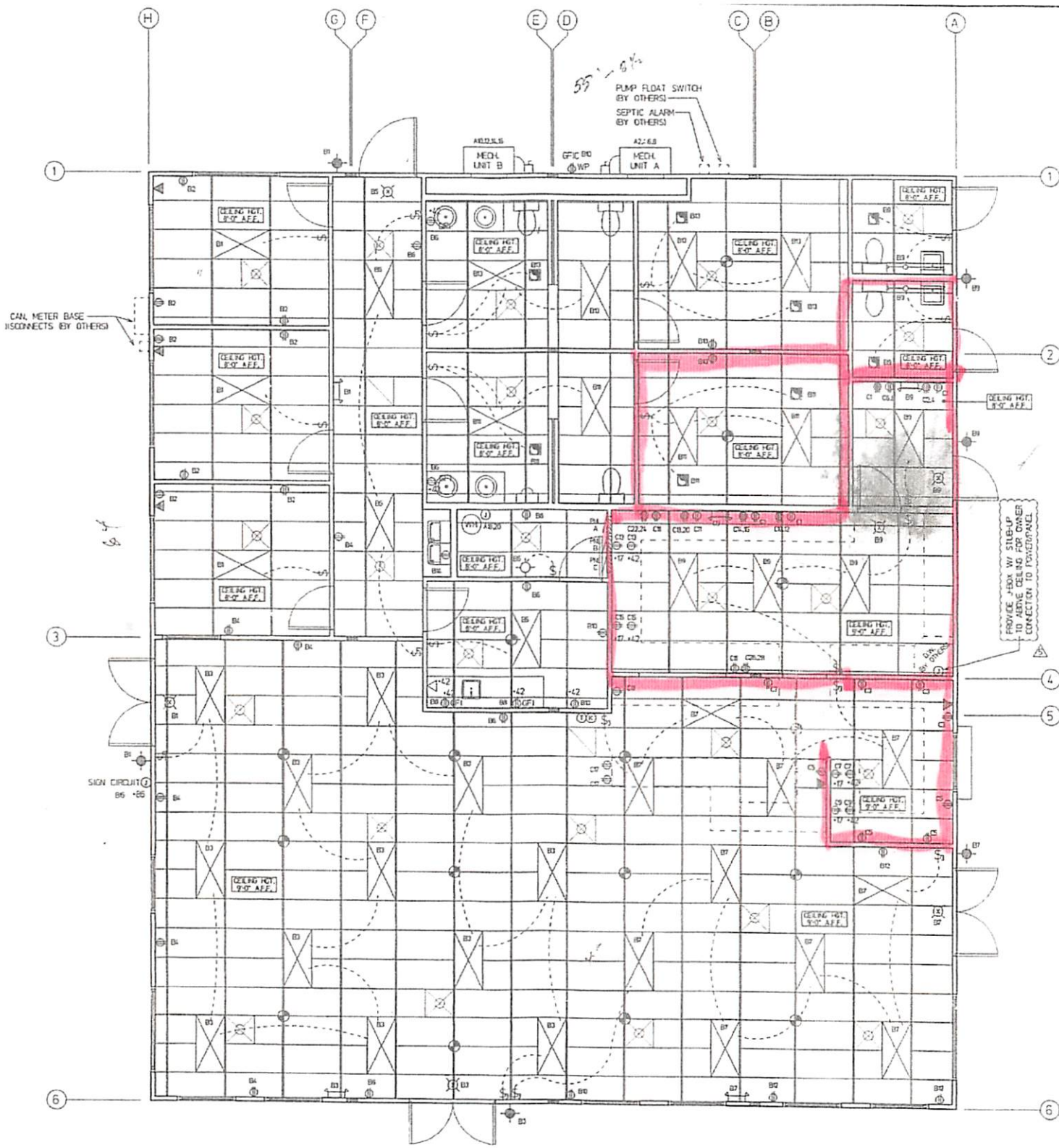
TENANT
Oceanside Diner, LLC



Harriet Opsahl, Manager

EXHIBIT A

Description of Leased Premises



REFLECTED CEILING/ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

ENTIRE SHEET



City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-1100 Fax (541) 469-3650 TTL (800) 735-1232
gmilliman@brookings.or.us

GARY MILLIMAN

City Manager

Credentialed City Manager
International City Management Association

ICMA Career Excellence Award 2012
ICMA Management Innovation Award 1979

March 31, 2016

Oceanside Diner, LLC
Harriet Opshal, Manager
PO Box 1229
Brookings, OR 97415

Re: Oceanside Sublease with Wild Rivers Golf Management, LLC

Dear Ms. Opshal:

The City of Brookings wants to assure you that should the Lease Agreement with Wild Rivers Golf Management, LLC terminate on April 1, 2016 as anticipated, the City will honor the terms of Oceanside Diner's current lease agreement with Wild Rivers Golf Management for a period of sixty (60) days to allow the City and Oceanside Diner an opportunity to work out a new agreement while also keeping the restaurant open for business.

Thank you for your continued cooperation during this transitional period for the golf course.

Respectfully,

Gary Milliman

CITY OF BROOKINGS

Press Release: For immediate release

April 1, 2016



Salmon Run Management Change

A change in management at Salmon Run golf course and the temporary closure of the course was announced today by Brookings City Manager Gary Milliman.

“The lease agreement with Wild Rivers Golf Management, LLC (WRGM) has been terminated and we are arranging for an interim golf course manager,” Milliman said. “We plan to have the golf course back in operation by Tuesday, April 5.”

Meanwhile Ocean View Diner, which occupies a portion of the clubhouse building, will remain open. The Diner is open 7:00 a.m. to 1:30 p.m. daily. Ocean View Diner entered into a sublease agreement with WRGM in 2015 and the City is honoring that agreement during the transition period.

“We have entered into an agreement with the Early Management Team, Inc. (EMT), for interim management of the golf course,” Milliman said. “City staff is also performing a comprehensive health and safety assessment of the course and all facilities. We will be moving along as quickly as possible.”

The agreement with EMT is for an initial term of 30 days, and can be extended. “We expect to develop a longer term agreement over the next few weeks,” Milliman said.

Milliman said the City is not assuming any of the debts or obligations of WRGM. “Any vendors, contractors or individuals who have outstanding issues with the now former golf course management should contact Ed Murdock, who is the principal of Wild Rivers Golf Management, LLC,” Milliman said.

Valarie and Gary Early are the principals of EMT. They are long-time local residents and business owners, having operated Early Fishing, Inc, since 1990. EMT President Valarie Early has managed several resource-related businesses in Oregon and Alaska, and serves as Chair of the Oregon State Marine Board. She has been extensively involved in resource and education related issues. In addition to managing several resource related businesses, Gary Early is the head golf coach at Brookings Harbor High School and has experience in tourism marketing. An avid golfer, Gary Early has a 5.4 low golf handicap index and has worked as a golf course groundskeeper.

“The Early’s provided the City with an outstanding business plan for management of Salmon Run. They have a reputation for good business acumen,” Milliman said.

The City will not be paying a fee to EMT for management services. EMT will retain any profit from the business operation as their management fee.

“The Early’s are currently on site working to get the golf course in shape for a Tuesday reopening,” Milliman said. “The parks and public works employees are providing assistance. This is a critical time to prepare the golf course for an active golf season.”

Salmon Run Golf Course is located on 182 acres owned by the City. The golf course has been leased to a private operator since it was first developed in 1998. The City entered into a new five-year lease agreement with WRGM in June 2014.

“Through this change, the golf course basically becomes a department of the City and we are retaining EMT rather than utilizing City employees to manage that department,” Milliman said. “The lease was terminated primarily due to the deteriorating condition of the golf course and the clubhouse, and the lessee’s financial inability to make corrections or remain current on taxes,” Milliman said.

“WRGM continues to own a lot of equipment and other assets located at the golf course. We are in discussions with Mr. Murdock concerning the use of these assets... which are pledged as collateral in the lease agreement...to satisfy the unmet financial obligations of the lease, Milliman said. We have arranged for an appraisal. The City may also offer to purchase some of the equipment.”

“WRGM has been very cooperative in winding down their business at the golf course and the City’s goal is to complete this change with the best possible outcome for all parties...including WRGM, the golfing community and the City,” Milliman said. “There has been no animosity in the transaction.” Milliman said an example of the golf course financial distress was that the lessee started a project to remodel and put a new roof on the clubhouse in November, 2015, and has been unable to complete the project.

In July 2015 the City Council approved waiving the \$20,000 annual lease payment and allocating another \$8,984 from a City reserve fund established to secure a permanent water source for the golf course to improve the golf course water distribution system. An additional \$20,000 lease payment would have been due in August.

Because the golf course was leased to a private operator, the property is subject to property tax at about \$18,000 annually. “WRGM has been unable to bring the tax payments current, which is a requirement of the lease agreement,” Milliman said. The City does not receive any tax revenue from the property as it is located outside of the City Limits; all of the tax proceeds go to the County, school district and various special districts. “Going forward, we have requested a property tax exemption from the County Assessor as the property is no longer leased as a private business, but will be operated as a municipal course by the City,” Milliman noted.

NEWS MEDIA CONTACT INFO: For further information contact the City Manager at 541-469-1101.



City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-1101 Fax (541) 469-3650 TTL (800) 735-1232
gmilliman@brookings.or.us

GARY MILLIMAN

City Manager

Credentialed City Manager
International City Management Association

ICMA Career Excellence Award 2012
ICMA Management Innovation Award 1979

April 1, 2016

Mr. Jim Kolen
Curry County Assessor
94235 Moore Street, Suite 221
Gold Beach, OR 97444

RE: Salmon Run Golf Course
(99040 South Bank Chetco River Rd, Brookings, OR 97415)
[Including but not limited to Account #R24965]

Dear Mr. Kolen:

This letter is to advise the Curry County Assessor's office that as of April 1, 2016, the City has terminated its lease agreement with Wild Rivers Golf Management LLC for the lease of the Salmon Run Golf Course. Without a taxable lessee of the property, the property is no longer subject to property tax under ORS 307.110. Therefore, the City of Brookings, a municipal corporation and owner of the property, hereby requests that the property known as Salmon Run Golf Course be immediately removed from the County tax rolls as an exempt property pursuant to ORS 307.090.

A copy of the notice of termination has been included for your reference.

Respectfully,

Gary Milliman

Enc.

Bendis Companies, Inc.

16340 Lower Harbor Road, #10, Brookings, Oregon 97415

LETTER OF ENGAGEMENT PROFESSIONAL APPRAISAL

Date: March 30, 2016

AGREEMENT made on March 30, 2016, between The City of Brookings, hereinafter referred to as Client, and of Bendis Companies, Inc. hereinafter referred to as Appraiser, agree as follows:

I -Identification:

Client hereby engages Appraiser, and Appraiser hereby agrees to prepare an Appraisal Report on Furniture, Fixtures and Equipment more particularly described as follows:

Address and/or Location: Salmon Run Golf Course, 99040 South Bank Chetco River Road, Brookings, Oregon 97415.

Property Description: Document provided by Client, Exhibit B, a 3 Page Document.

II -Authorization and Data to be Furnished

Client authorizes the Appraiser to inspect the premises; if applicable, and agrees to furnish Appraiser with all pertinent data which Appraiser requests in connection with the assignment. If special legal instructions are to be considered by the Appraiser, such instructions shall be in writing and the basis for such instruction in applicable case law shall also be provided to the Appraiser.

III -Compensation:

Client agrees to pay Appraiser, for services authorized, the following fees: on-site time including inspections, consultations and meetings \$125 per hour (with a minimum of 2 hours) and \$85 dollars an hour for research, documentation, other administrative time. Fees are payable upon delivery of the report. It is understood and agreed that the fee is not contingent upon and bears no relationship to the valuation or conclusion to be reported.

IV - Completion Date Estimate:

Appraiser agrees to use best efforts to complete these appraisal 15 days from the date of the site visitation. This completion date is an estimate and does not take into consideration pretrial or court time, as well as delays beyond the control of the Appraiser, such as illness, lack of specific necessary data and/or Acts of God.

V -Testimony and Litigation Fee:

In the event that Client requests the testimony of Appraiser concerning his appraisal at any legal proceedings, Appraiser agrees to render such testimony and be available for such purpose, providing he is furnished with reasonable notice by Client of the pendency of such legal proceedings and of the requirement that Appraiser testify. In the event Client so requests Appraiser to testify at legal proceedings, Client agrees to pay \$50.00 per hour for Appraiser's services in connection with time spent in preparation for litigation, depositions or other pretrial proceedings, court appearances or appearances at other legal proceedings, and related travel time to and from Appraiser's office and the place of the pretrial meetings, depositions, hearings, court or other legal proceedings. Client also agrees to pay all reasonable expenses in connection therewith upon receipt of Appraisers statement. Appraiser will provide itemization of expenses upon client requests.

Signed Approval

Appraiser

Bendis Companies, Inc.

Phone: (541) 247-9862

Address:

16340 Lower Harbor #10
Brookings, Oregon 97415

Fax: (443) 347-0552

Signature:

Client

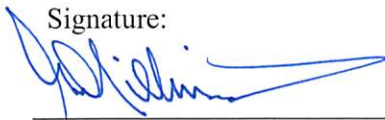
City of Brookings
898 Elk Drive
Brookings, OR 97415

Phone: (541) 469-1101

Email:

gmilliman@brookings.or.us

Signature:



Gary Milliman, City Manager

Date:

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 11, 2016

Originating Dept: PWD


Public Works & Development Director

City Manager Approval

Subject: Parking Regulations

Recommended Motion: Direct Staff to draft an ordinance adding language to Chapter 10 of the Brookings Municipal Code (BMC) that:

1. Provides for authority to enforce State Traffic regulations regarding adherence to parking time limitations in City owned and leased parking lots.
2. Assures that provided parking is available to patrons of businesses in the downtown core.

Financial Impact: None

Background/Discussion:

Staff is receiving complaints regarding businesses utilizing City parking lots for employee parking. Currently there is no language in the BMC that would allow the Police Department to enforce parking limitations in spite of having signs posted in the parking lots.

Additionally there are many instances of trailers being parked permanently in the parking spaces on the side streets in the downtown core.

In order to encourage development on small lots in the downtown core the requirement for providing onsite parking was removed from the Land Development Code. This makes it imperative that City owned parking be available for patrons of the businesses located in the downtown core.

Staff suggests the following language be added to Chapter 10, Section 10.70, Prohibited Parking, of the BMC.

E. A vehicle in violation of the Oregon Vehicle Code or in violation of a parking limitation device. Where maximum parking time limits are designated, moving a vehicle to another parking space within the same block or parking lot shall not extend the time limits for parking.

F. Parking of any vehicle or trailer that is not self powered except when said vehicle is connected to a tow vehicle.

Policy Considerations: In keeping with the Long Term Strategic Plan, Goal 3, Influence economic growth by attracting tourists to stop in downtown (by providing adequate parking).

Attachment(s): None

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, March 28, 2016

The City Council met in Executive Session at 6:00 PM, in the City Manager's office, under the authority of ORS 192.660(2)(h), "to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed," under ORS 192.660 (2)(e), "to conduct deliberations with persons designated by the governing body to negotiate real property transactions," and under ORS 192.660(2)(f), "to consider information or records that are exempt by law."

Call to Order

Mayor Hedenskog called the meeting to order at 7:00 PM.

Roll Call

Council present: Mayor Ron Hedenskog, Councilors Jake Pieper, Brent Hodges, Bill Hamilton and Dennis Triglia; a quorum present. Ex Officio Nastassia Carrasco was absent.

Staff present: City Manager Gary Milliman, Public Works & Development Director LauraLee Snook, Parks & Technical Services Supervisor Tony Baron, Planning Manager Donna Colby-Hanks, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Management Analyst Chrissy Bevins, Lead Treatment Operator Mark Haglund, Curry Coastal Pilot Report Jane Stebbins and approximately 5 others.

Ceremonies/Appointments/Announcements

Appoint Teresa Davis as City Recorder effective May 1, 2016.

Councilor Pieper moved, a second followed and Council voted unanimously to appoint Teri Davis as City Recorder effective May 1, 2016.

Public Hearings/Ordinances/Resolutions

Legislative public hearing on CP-2-15, approval of the 2015 Waste Water Facilities Plan and revisions to the Public Facilities Plan and Goal 11 of the Comprehensive Plan.

Mayor Hedenskog opened the legislative public hearing in the matter of file CP-2-15 at 7:04 PM.

Under ex parte Mayor Hedenskog said he had reviewed the plan. Hearing no other declarations of ex parte, conflict or personal interest, nor objections as to jurisdiction, Mayor Hedenskog reviewed the guidelines and Director Snook reviewed the staff report.

Councilor Triglia pointed out that the plan indicated that the Harbor Sanitary District Master Plan was to be completed in 2010. Snook was directed to follow up and revise the date accordingly.

The hearing was closed at 7:10 PM.

Councilor Pieper moved, a second followed and Council voted unanimously to approve the 2015 Wastewater Facilities Plan developed by Dyer Partnership Engineers and Planners, Inc. as well as the revisions to the Public Facilities Plan and Goal 11 of the Comprehensive Plan and direct Staff to draft the adopting ordinance.

Ordinance 16-O-754, adding Sections 9.10.345, Abusive solicitation, and 10.20.145, Unlawful transfer, to the Brookings Municipal Code.

Councilor Hodges moved, a second followed and Council voted unanimously to do a first reading of Ordinance 16-O-754.

Mayor Hedenskog read the title.

Councilor Hodges moved, a second followed and Council voted unanimously to do a second reading of Ordinance 16-O-754.

Mayor Hedenskog read the title.

Councilor Hodges moved, a second followed and Council voted unanimously to adopt Ordinance 16-O-754 [adding solicitation language to the Brookings Municipal Code].

Resolution 16-R-1074, establishing a policy for the use of event proceeds from events supported by the City's Transient Occupancy Tax Funds.

City Manager Milliman provided the staff report.

Councilor Pieper said it needed to be clear that it's okay to use funding to pay a group that is helping with the event and Milliman said that would be a cost of the event.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 16-R-1074, establishing a policy regarding the use of event proceeds for events supported by the City's Transient Occupancy Tax Funds.

Oral Requests and Communications from the audience

Planning Commission Annual Report – Chair

Planning Commission Chair Bryan Tillung presented the Commission's annual report. A copy of the report is included with the agenda packet.

Mayor Hedenskog thanked Tillung and the Commissioners for their efforts.

Public Comments on non-agenda items

Gordon Clay, Brookings, presented statistical for incidences of suicide, bullying and other factors, in Brookings schools. He said Brookings students were rated higher than most other Oregon cities, across the board and asked Council to create more programs to help students.

Councilor Hamilton asked how many students reported these incidents to the school and Clay said he didn't have that information but statistics indicate that 74% go unreported. Clay added that he knows of several families who are moving or have moved elsewhere due to conditions in our schools. Hamilton then asked Clay if he had shared this information with the schools and Clay said he had.

Staff Reports

Authorization to execute a cost-sharing agreement with the Friends of the Brookings Harbor Aquatic Center (FBHAC) for the schematic design of a Community Recreation Center.

Supervisor Baron presented the staff report.

Mayor Hedenskog said the recreation center would help Brookings kids.

Councilor Hodges asked about the feasibility study FBHAC was going to have done and Baron said there was one proposed, but they were now doing their own. Hodges then asked what the City would get for \$8,000 and Baron said pictures help sell the idea as a lot of people are visual.

Councilor Hamilton said he supported the idea but, because of the decline he'd seen in participation in outdoor programs due to video games, he was concerned that it wouldn't be used as it should be.

Councilor Hodges said the skate park is frequently used but bicyclists wish they could use it too and he would like to see that discussed again.

Councilor Hodges moved, a second followed and Council voted unanimously to authorize the City Manager to execute an agreement with the Friends of the Brookings Harbor Aquatic Center to share the cost of schematic design for a Community Recreation Center.

Approval to grant fee waiver request from the Pelican Bay Arts Association for the Festival of Art in Stout Park.

Supervisor Baron provided the staff report.

Councilor Hodges asked what the City's involvement was with the festival and Baron said it was minimal. Hodges then asked if we shouldn't do away with fees since the Council always seemed to be waiving them.

Councilor Hamilton asked if Tourism Occupancy Tax funds could be used for this and Councilor Pieper said this was not a big deal; these types of requests are annual. Hodges then said the City should either use the fee schedule or get rid of it.

Councilor Hodges moved, a second followed and Council voted unanimously to approve waive picnic table use fees for the Pelican Bay Arts Association sponsored Festival of Art in Stout Park.

Approval to amend the agreement for funding assistance to assist the 2016 Wild Rivers Music Festival.

City Manager Milliman presented the staff report.

Councilor Pieper asked if last year's event had been for one or two days and Baron said it was two days.

Councilor Hamilton asked how much time staff spent on this event and Baron said he'd had one seasonal employee available all weekend and clean-up was about two hours. Baron added that it was not much different from staff's participation in one of the summer concerts in the park.

Mayor Hedenskog said the funding was supposed to be for start-up events and these events should begin to pay for themselves after a while. Milliman pointed out that the agreement had already been approved and the amendment was simply to reduce the event from one day to two days, as approved by the Tourism Promotion Advisory Committee.

Councilor Pieper moved, a second followed and Council voted unanimously to approve an amendment to the agreement with Stagelights Musical Arts Community for funding to assist the 2016 Wild River Music Festival, indicating that it will be a one-day event.

Approval to allocate Transient Occupancy Tax and General Funds for the Nature's Coastal Holiday Avenue of Arches at Azalea Park.

City Manager Milliman provided the staff report.

Mayor Hedenskog said the light festival was becoming really well known.

Councilor Triglia said TOT funds were to be used to drive tourism and he didn't see this event doing that. He said he would rather the group did their own fundraising to support the project and Mayor Hedenskog pointed out that the entire event was volunteer driven.

Councilor Hodges asked if Council had approved funding for this last year and Councilor Triglia said they had, for a temporary version.

Councilor Pieper said he would support funding the TOT portion but nothing from the General Fund.

Councilor Hodges moved, a second followed and Council voted unanimously to allocate \$2,363 in Transient Occupancy Tax revenues to fund the Nature's Coastal Holiday Avenue of Arches project at Azalea Park in accordance with the proposal dated January 28, 2016, with the provision that payment would not be made until after July 1, 2016.

Authorization to issue a Request for Proposals for food and beverage promotional video and allocate Transient Occupancy Tax revenue for the project.

City Manager Milliman gave the staff report.

Councilor Pieper moved, a second followed and Council voted unanimously to authorize the City Manager to issue a Request for Proposals for a food and beverage promotional video and allocate Transient Occupancy Tax revenue for funding this project.

Authorization for staff to identify and gather information and costs associated with establishing and administering a Sales Tax collection system.

City Manager Milliman reviewed the staff report, stating that the item was on the agenda at the Mayor's request.

Councilor Hamilton said he would support looking into it but it would need to be fine-tuned so it didn't have anything to do with the Emergency Room. He said he didn't think any tax supporting that would work, at least for a year or two.

Councilor Hodges said he didn't like the idea at all. Statewide, he said, a sales tax might be okay, but not locally. His concern, Hodges said, was about what it would do to development. He said he wasn't interested in spending money on this and there must be a better way.

Mayor Hedenskog said there may be a better way, but the City was falling further behind, financially. He said they could possibly defer the System Replacement Fee on the utility bill with the sales tax, and the measure could include a sunset clause.

Councilor Pieper said he'd been publicly outspoken against a sales tax but he was not opposed to putting it to the voters. He said that, while he was happy to support the Mayor's passion, the Mayor would not be on the Council next year. Without the Mayor, Pieper said, this wouldn't even have come up for consideration and if a majority of Council was against a sales tax, it would be a worthless exercise.

Councilor Triglia said he was opposed to a sales tax as being not "Oregonian," but having heard both sides would be willing to put it to the voters.

Councilor Piper said that even with Council backing, it would be tough to pass and Mayor Hedenskog said if Council didn't want to support it or didn't think it would pass, then he would not want to move forward with it. However, he said, the Council needs to come up with ideas for obtaining alternative funding sources.

No action was taken.

Adoption of 2016 Economic Development Strategy and Action Plan.

City Manager Milliman reviewed the staff report.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt the 2016 Economic Development Strategy and Action Plan.

Consent Calendar

1. Approve Council minutes for March 14, 2016.
2. Approve reinstatement of the Yard of the Month Program for 2016.
3. Accept Public Art Committee minutes for February 2, 2016.
4. Accept Tourism Promotion Advisory Committee minutes for February 18, 2016.
5. Receive monthly financial report for February 2016.

Mayor Hedenskog moved, a second followed and Council voted unanimously to approve the Consent Calendar as written.

Remarks from Mayor and Councilors

Mayor Hedenskog thanked the Council for its respectful and courteous manner of conducting business.

Councilor Hamilton congratulated Ex Officio Carrasco for being the Elks student of the month.

Adjournment

Mayor Hedenskog moved, a second followed and Council voted unanimously by voice vote to adjourn at 8:56 PM.

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2016:

Ron Hedenskog, Mayor

Joyce Heffington, City Recorder

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
January 28, 2016

CALL TO ORDER

Chair Tom Bozack called the meeting to order at 7:02 pm followed by the Pledge of Allegiance.

ROLL CALL

Present: Commissioners Patricia Brown, Trace Kather, Don Vilelle and Chair Tom Bozack

Also present: Parks/Tech Services Supervisor Tony Baron

Noted that Dennis Triglia has been appointed to the City Council and his position as vice chair is now open. **A motion was made to appoint Commissioner Trace Kather as Vice Chair. The motion was seconded and the Commission voted; the motion carried unanimously.**

APPROVAL OF MINUTES

A. Motion made to approve the minutes of October 22, 2015; motion seconded and Commission voted; the motion carried unanimously.

PUBLIC APPEARANCES - None

REGULAR AGENDA

- A. Azalea Park Nature Trail Expansion** – Tony Baron presented P & R Agenda Report and details of expanding the Azalea Park Nature Trails. He intends to apply for a Recreation Trails Program (RTP) grant to assist with the trail costs estimated to be \$17,680 of which RTP grant will cover 60% if approved. **A motion was made by Commissioner Vilelle to recommend City Council approve a resolution to apply for a RTP grant for the development of nature trails in Azalea Park. The motion was seconded and the Commission voted; the motion carried unanimously.**
- B. Remembering The Elmo** – Phil Cox presented a DVD and DVD player as an indefinite loan to the City to be used at the Capella for visitors to view and remember Elmo. **Motion made by Commissioner Vilelle to accept Mr. Cox's offer. The motion was seconded and the Commission voted; the motion carried unanimously.**
- C. Parks 2016-17 Fiscal Year CIP Projects** – Tony Baron presented P & R Agenda Report and details of the Parks CIP Projects List. Commissioner Vilelle questioned if the commission had approved a caretaker RV pad at the park. Tony to research further. **Motion was made Trace Kather to approve 2016-17 Park CIP Project list. The motion was seconded and the Commission voted; the motion carried unanimously.**

INFORMATION UPDATES/DISCUSSION ITEMS

- A. Kidtown Playground Maintenance** - Tony Baron presented Kidtown P & R Agenda Report and details on Kidtown Maintenance. Tony provided samples of current play structures system and fitness system type equipment. He will return with more concrete plans.
- B. Update 2011 Parks Master Plan** - Tony Baron presented Parks Master Plan Update P & R Agenda Report. Since the 2011 Parks Master Plan Update many of the projects have been completed or are in progress. Need new projects to be planned and budgeted. Tony suggested community outreach to hear what they would like. Some projects also need to be reviewed to see if they are still valid to proceed with.

C. Parks & Recreation Commission Workshop – Tony would like to schedule a Parks Commission workshop at Azalea Park to look at the native azaleas, identify some key park projects, go over park plans and updates, walk thru ballfield areas, and identify hazard trees that need to be removed. Hopes to schedule the workshop with the State Forester the week before the March 24th Parks & Rec Commission meeting. Commissioners will be notified of day and time.

COMMISSIONER REPORTS/COMMENTS

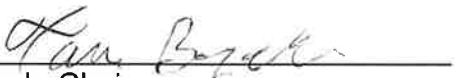
Ex-commissioner Triglia presented his letter of resignation since he has been appointed to the City Council and thanked the commission.

Commissioner Brown presented a brief report on her three year tenure as Parks & Rec Chair from December 2012 to October 2015.

ADJOURNMENT

Next meeting scheduled for March 24, 2016. With no further business before the Commission, the meeting adjourned at 7:52 pm.

Respectfully submitted,



Tom Bozack, Chair
(Approved at March 24, 2016 meeting)

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/16	03/04/2016	76786	199	Richard Harper	10-00-2005	214.36- V
03/16	03/03/2016	76800	817	Auto Additions, Inc	10-00-2005	65.60
03/16	03/03/2016	76801	4363	Black & Rice LLP	10-00-2005	996.10
03/16	03/03/2016	76802	5004	Blumenthal Uniforms & Equipment	61-00-2005	600.00
03/16	03/03/2016	76803	313	Brookings Vol Firefighters	10-00-2005	2,250.00
03/16	03/03/2016	76804	715	Budge McHugh Supply	20-00-2005	13,946.01
03/16	03/03/2016	76805	528	Caselle, Inc	25-00-2005	889.33
03/16	03/03/2016	76806	5570	CDW Government LLC	49-00-2005	247.38
03/16	03/03/2016	76807	212	Chem Quip Inc	25-00-2005	1,519.06
03/16	03/03/2016	76808	5500	Chetco Brewing Company	32-00-2005	3,000.00
03/16	03/03/2016	76809	3834	Clean Sweep Janitorial Service	10-00-2005	1,675.00
03/16	03/03/2016	76810	1745	Coastal Paper & Supply, Inc	10-00-2005	768.21
03/16	03/03/2016	76811	183	Colvin Oil Company	20-00-2005	1,699.79
03/16	03/03/2016	76812	182	Coos-Curry Electric	10-00-2005	33,650.08
03/16	03/03/2016	76813	166	Dan's Auto & Marine Electric	20-00-2005	140.82
03/16	03/03/2016	76814	317	DCBS - Fiscal Services	10-00-2005	176.00
03/16	03/03/2016	76815	1	Susan Dodgen	20-00-2005	226.36
03/16	03/03/2016	76816	1	Laura Kluss	20-00-2005	110.71
03/16	03/03/2016	76817	2067	Enviro-Clean Equipment	20-00-2005	128.95
03/16	03/03/2016	76818	3342	Fastenal	25-00-2005	114.00
03/16	03/03/2016	76819	5432	First Community Credit Union	25-00-2005	812.99
03/16	03/03/2016	76820	298	Freeman Rock, Inc	15-00-2005	1,844.30
03/16	03/03/2016	76821	4646	Frontier	49-00-2005	18,058.00
03/16	03/03/2016	76822	4646	Frontier	30-00-2005	108.80
03/16	03/03/2016	76823	4915	Golf Convergence, Inc	10-00-2005	2,471.88
03/16	03/03/2016	76824	167	Hach Company	25-00-2005	268.20
03/16	03/03/2016	76825	199	Richard Harper	10-00-2005	400.00
03/16	03/03/2016	76826	1856	Helmets R US	61-00-2005	621.00
03/16	03/03/2016	76827	994	Hughes Fire Equipment	10-00-2005	281.81
03/16	03/03/2016	76828	162	Kerr Hardware	20-00-2005	1,117.07
03/16	03/03/2016	76829	5526	L.N. Curtis & Sons Inc	10-00-2005	278.56
03/16	03/03/2016	76830	328	Les Schwab Tire Center	10-00-2005	958.80
03/16	03/03/2016	76831	4498	Mauldin Electric	10-00-2005	470.00
03/16	03/03/2016	76832	5583	Mautz & O'Hanlon	25-00-2005	589.50
03/16	03/03/2016	76833	4269	Milliman, Gary	10-00-2005	67.50
03/16	03/03/2016	76834	329	New Hope Plumbing	10-00-2005	135.00
03/16	03/03/2016	76835	334	North Coast Electric Company	25-00-2005	4,853.70
03/16	03/03/2016	76836	5584	Northwoods Overhead Door	50-00-2005	998.00
03/16	03/03/2016	76837	3561	Oil Can Henry's	10-00-2005	439.91
03/16	03/03/2016	76838	279	One Call Concepts, Inc	20-00-2005	69.96
03/16	03/03/2016	76839	4479	Oregon Society of CPA's	10-00-2005	285.00
03/16	03/03/2016	76840	5578	Ovivo USA LLC	25-00-2005	1,291.05
03/16	03/03/2016	76841	322	Postmaster	25-00-2005	875.00
03/16	03/03/2016	76842	3751	Proficient Automotive Repair	25-00-2005	490.68
03/16	03/03/2016	76843	5472	PSU - Center for Public Service	10-00-2005	9,344.00
03/16	03/03/2016	76844	207	Quill Corporation	10-00-2005	309.37
03/16	03/03/2016	76845	1840	Rogue Federal Credit Union	25-00-2005	1,140.72
03/16	03/03/2016	76846	3499	Simplot Grower Solutions	10-00-2005	705.00
03/16	03/03/2016	76847	582	South Coast Office Supply	10-00-2005	12.15
03/16	03/03/2016	76848	380	Stadelman Electric Inc	25-00-2005	1,221.56
03/16	03/03/2016	76849	2738	Taser International	10-00-2005	356.50
03/16	03/03/2016	76850	944	Verizon	10-00-2005	515.23
03/16	03/03/2016	76851	861	Village Express Mail Center	10-00-2005	65.41

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/16	03/03/2016	76852	2122	Cardmember Service	10-00-2005	3,750.49
03/16	03/03/2016	76853	108	VWR International Inc	25-00-2005	312.66
03/16	03/03/2016	76854	4135	Jim Watson	10-00-2005	26.00
03/16	03/03/2016	76855	5533	Wellenbrock, Eugene R	15-00-2005	560.00
03/16	03/03/2016	76856	4220	Woof's Dog Bakery	61-00-2005	48.99
03/16	03/10/2016	76857	4939	BI- Mart Corporation	10-00-2005	129.52
03/16	03/10/2016	76858	5585	Bob Dillard Consulting LLC	25-00-2005	3,000.00
03/16	03/10/2016	76859	335	Branom Instrument Co	20-00-2005	263.08
03/16	03/10/2016	76860	5048	Brookings Harbor Medical Center	25-00-2005	200.00
03/16	03/10/2016	76861	4193	C & K Market, Inc	10-00-2005	73.35
03/16	03/10/2016	76862	5070	Canon Solutions America	10-00-2005	665.97
03/16	03/10/2016	76863	3015	Charter Communications	30-00-2005	495.00
03/16	03/10/2016	76864	4928	CIS Trust	10-00-2005	17,520.44
03/16	03/10/2016	76865	173	Curry Equipment	20-00-2005	69.32
03/16	03/10/2016	76866	259	Da-Tone Rock Products	50-00-2005	3,511.22
03/16	03/10/2016	76867	5590	Dechellis Machine Corp	25-00-2005	1,686.00
03/16	03/10/2016	76868	185	Del Cur Supply	20-00-2005	827.03
03/16	03/10/2016	76869	1	Bridgette Eszlinger	20-00-2005	97.30
03/16	03/10/2016	76870	1	Anthony Lee Frazier	20-00-2005	7.90
03/16	03/10/2016	76871	1	Summer Hulford	20-00-2005	71.92
03/16	03/10/2016	76872	1	Erika Sterling	20-00-2005	25.39
03/16	03/10/2016	76873	371	Oregon DEQ	25-00-2005	270.00
03/16	03/10/2016	76874	261	Engineered Control Products	52-00-2005	2,061.29
03/16	03/10/2016	76875	153	Ferrellgas	25-00-2005	785.95
03/16	03/10/2016	76876	4646	Frontier	25-00-2005	24,993.74
03/16	03/10/2016	76877	4646	Frontier	30-00-2005	531.25
03/16	03/10/2016	76878	5123	GCB Automation and Marine LLC	25-00-2005	210.00
03/16	03/10/2016	76879	2592	GFS Chemicals Inc	20-00-2005	211.48
03/16	03/10/2016	76880	198	Grants Pass Water Lab	20-00-2005	304.00
03/16	03/10/2016	76881	139	Harbor Logging Supply	25-00-2005	584.13
03/16	03/10/2016	76882	199	Richard Harper	10-00-2005	353.56
03/16	03/10/2016	76883	5586	Jan Myers Consulting	10-00-2005	298.00
03/16	03/10/2016	76884	4573	Methodworks	25-00-2005	1,718.00
03/16	03/10/2016	76885	424	Munnell & Sherrill	25-00-2005	309.96
03/16	03/10/2016	76886	685	Neilson Research Corporation	25-00-2005	577.80
03/16	03/10/2016	76887	4487	Net Assets Corporation	10-00-2005	170.00
03/16	03/10/2016	76888	3935	Northern California Glove	25-00-2005	255.00
03/16	03/10/2016	76889	5008	Online Information Services	10-00-2005	105.73
03/16	03/10/2016	76890	687	Owen Equipment Company	15-00-2005	1,009.18
03/16	03/10/2016	76891	798	Dan Palicki	61-00-2005	470.00
03/16	03/10/2016	76892	252	Paramount Pest Control	10-00-2005	50.00
03/16	03/10/2016	76893	322	Postmaster	10-00-2005	25.00
03/16	03/10/2016	76894	3751	Proficient Automotive Repair	25-00-2005	79.31
03/16	03/10/2016	76895	207	Quill Corporation	10-00-2005	430.99
03/16	03/10/2016	76896	3	Brown, Richard	20-00-2005	22.34
03/16	03/10/2016	76897	3	Melanie Howey	20-00-2005	97.20
03/16	03/10/2016	76898	5589	Sanchez, Karen	10-00-2005	409.00
03/16	03/10/2016	76899	380	Stadelman Electric Inc	25-00-2005	924.10
03/16	03/10/2016	76900	4448	United Rentals INC	20-00-2005	843.00
03/16	03/10/2016	76901	990	UPS	20-00-2005	111.28
03/16	03/10/2016	76902	169	Waste Connections Inc	25-00-2005	7,054.01
03/16	03/10/2016	76903	151	Western Communications, Inc.	10-00-2005	135.82
03/16	03/10/2016	76904	917	Wm. H. Reilly & Co	25-00-2005	808.54
03/16	03/10/2016	76905	5588	Xplore Film LLC	32-00-2005	500.00
03/16	03/17/2016	76906	2149	American Backflow Prev Assoc	20-00-2005	85.00
03/16	03/17/2016	76907	4734	Aramark Uniform Services	10-00-2005	108.24

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/16	03/17/2016	76908	5440	Breadon Jr, Robert	25-00-2005	78.00
03/16	03/17/2016	76909	5144	Tim Brush	25-00-2005	78.00
03/16	03/17/2016	76910	3015	Charter Communications	10-00-2005	88.29
03/16	03/17/2016	76911	822	Coast Auto Center	10-00-2005	820.48
03/16	03/17/2016	76912	4882	Coastal Heating & Air	25-00-2005	190.00
03/16	03/17/2016	76913	5118	Cruise Master Prisms INC	10-00-2005	472.95
03/16	03/17/2016	76914	4746	Curry County Treasurer	10-00-2005	646.00
03/16	03/17/2016	76915	1	Steve & Harriet Kawelmacher	20-00-2005	191.54
03/16	03/17/2016	76916	1	Jesse Odell	20-00-2005	103.91
03/16	03/17/2016	76917	5156	Desi's Tree Trimming	10-00-2005	400.00
03/16	03/17/2016	76918	2640	Dyer Partnership Inc., The	25-00-2005	36,811.48
03/16	03/17/2016	76919	4642	ESRI	25-00-2005	2,750.00
03/16	03/17/2016	76920	3342	Fastenal	25-00-2005	228.85
03/16	03/17/2016	76921	2186	Ferguson	56-00-2005	5,019.35
03/16	03/17/2016	76922	529	Flora Pacifica Inc	75-00-2005	2,244.00
03/16	03/17/2016	76923	4646	Frontier	10-00-2005	102.12
03/16	03/17/2016	76924	5591	General Equipment Company	25-00-2005	1,553.00
03/16	03/17/2016	76925	5065	Gold Beach Lumber	20-00-2005	3,124.55
03/16	03/17/2016	76926	269	Grainger	25-00-2005	23.64
03/16	03/17/2016	76927	154	Hagen's Dry Cleaners	10-00-2005	23.70
03/16	03/17/2016	76928	2397	International Code Council, Inc	10-00-2005	135.00
03/16	03/17/2016	76929	4980	iSecure	10-00-2005	37.00
03/16	03/17/2016	76930	5596	Rob Johnson	10-00-2005	252.00
03/16	03/17/2016	76931	5592	Norris Body Shop	10-00-2005	315.00
03/16	03/17/2016	76932	4748	Northstar Chemical, Inc	20-00-2005	7,003.00
03/16	03/19/2016	76933	5595	Oregon Coast Magazine	32-00-2005	.00 V
03/16	03/17/2016	76934	5155	Oregon Department of Revenue	10-00-2005	1,935.00
03/16	03/17/2016	76935	5593	GIS in Action 2016 Conference	25-00-2005	240.00
03/16	03/17/2016	76936	798	Dan Palicki	61-00-2005	193.45
03/16	03/17/2016	76937	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
03/16	03/17/2016	76938	2699	Public Works Supply	25-00-2005	424.81
03/16	03/17/2016	76939	387	Radio Shack	49-00-2005	18.99
03/16	03/17/2016	76940	3	Optimum Property Management	20-00-2005	82.21
03/16	03/17/2016	76941	3	Erika Sterling	20-00-2005	82.91
03/16	03/17/2016	76942	380	Stadelman Electric Inc	25-00-2005	483.90
03/16	03/17/2016	76943	861	Village Express Mail Center	10-00-2005	18.36
03/16	03/17/2016	76944	5582	Windmill Inn Roseburg	25-00-2005	172.66
03/16	03/17/2016	76945	5582	Windmill Inn Roseburg	25-00-2005	172.66
03/16	03/18/2016	76946	5595	Oregon Coast Magazine	32-00-2005	2,198.30
03/16	03/24/2016	76947	4363	Black & Rice LLP	10-00-2005	2,320.25
03/16	03/24/2016	76948	4803	Katie Brisbin	10-00-2005	66.00
03/16	03/24/2016	76949	5598	Brookings Harbor Veterinary Hospital	61-00-2005	317.00
03/16	03/24/2016	76950	4928	CIS Trust	20-00-2005	300.00
03/16	03/24/2016	76951	5191	Cloud Sherpas Inc	49-00-2005	25.00
03/16	03/24/2016	76952	183	Colvin Oil Company	25-00-2005	2,549.91
03/16	03/24/2016	76953	5450	Complete Wireless Technologies	10-00-2005	133.91
03/16	03/24/2016	76954	4746	Curry County Treasurer	10-00-2005	352.00
03/16	03/24/2016	76955	5597	Dennett Consulting Group	32-00-2005	943.25
03/16	03/24/2016	76956	1	Albert Cisneros	20-00-2005	135.66
03/16	03/24/2016	76957	1	Warner Fieldhouse	20-00-2005	25.00
03/16	03/24/2016	76958	1	Corrina Rubio	20-00-2005	52.01
03/16	03/24/2016	76959	1	David Stephenson	20-00-2005	16.30
03/16	03/24/2016	76960	261	Engineered Control Products	20-00-2005	1,040.54
03/16	03/24/2016	76961	5125	Jordan Fanning	50-00-2005	106.00
03/16	03/24/2016	76962	5125	Jordan Fanning	25-00-2005	126.00
03/16	03/24/2016	76963	3342	Fastenal	20-00-2005	540.87

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/16	03/24/2016	76964	4128	GSI Water Solutions Inc	20-00-2005	158.25
03/16	03/24/2016	76965	167	Hach Company	20-00-2005	785.27
03/16	03/24/2016	76966	4526	Janell K. Howard	10-00-2005	359.46
03/16	03/24/2016	76967	4573	Methodworks	25-00-2005	550.00
03/16	03/24/2016	76968	4748	Northstar Chemical, Inc	25-00-2005	13,386.00
03/16	03/24/2016	76969	513	OPCA	61-00-2005	150.00
03/16	03/24/2016	76970	5155	Oregon Department of Revenue	10-00-2005	1,255.00
03/16	03/24/2016	76971	5587	Phoenix Inn Suites Albany	10-00-2005	89.00
03/16	03/24/2016	76972	4839	Kristy Spini	10-00-2005	66.00
03/16	03/24/2016	76973	380	Stadelman Electric Inc	25-00-2005	1,507.89
03/16	03/24/2016	76974	5600	Stout Building Contractors LLC	10-00-2005	3,773.30
03/16	03/31/2016	76975	5505	Thomson, Garrett	10-00-2005	.00 V
03/16	03/24/2016	76976	5599	Zoro Tools Inc	25-00-2005	689.32
03/16	03/31/2016	76977	3034	BAVCO Apparatus & Valve Co	20-00-2005	81.20
03/16	03/31/2016	76978	5440	Breadon Jr, Robert	15-00-2005	61.50
03/16	03/31/2016	76979	5048	Brookings Harbor Medical Center	10-00-2005	300.00
03/16	03/31/2016	76980	182	Coos-Curry Electric	10-00-2005	29,174.94
03/16	03/31/2016	76981	166	Dan's Auto & Marine Electric	10-00-2005	89.74
03/16	03/31/2016	76982	1	Cristyne Hunter	20-00-2005	120.00
03/16	03/31/2016	76983	1	Brian Marmas	20-00-2005	111.98
03/16	03/31/2016	76984	371	DEQ	50-00-2005	1,932.00
03/16	03/31/2016	76985	4876	D'sineZ	15-00-2005	197.00
03/16	03/31/2016	76986	773	Environmental Resource Associates	25-00-2005	541.89
03/16	03/31/2016	76987	3342	Fastenal	25-00-2005	153.10
03/16	03/31/2016	76988	2186	Ferguson	20-00-2005	21,079.98
03/16	03/31/2016	76989	298	Freeman Rock, Inc	50-00-2005	11,711.49
03/16	03/31/2016	76990	4646	Frontier	30-00-2005	26.21
03/16	03/31/2016	76991	4646	Frontier	10-00-2005	298.57
03/16	03/31/2016	76992	5078	Geotechnical Resources, Inc	15-00-2005	1,997.50
03/16	03/31/2016	76993	5601	Jennifer Gisler	10-00-2005	40.00
03/16	03/31/2016	76994	2216	John D Rapraeger Inc	56-00-2005	5,250.00
03/16	03/31/2016	76995	4498	Mauldin Electric	10-00-2005	284.00
03/16	03/31/2016	76996	5583	Mautz & O'Hanlon	25-00-2005	140.50
03/16	03/31/2016	76997	4269	Gary Milliman	10-00-2005	115.36
03/16	03/31/2016	76998	207	Quill Corporation	10-00-2005	1,076.01
03/16	03/31/2016	76999	3	Richard Brown	20-00-2005	92.00
03/16	03/31/2016	77000	3309	Roberts & Associates	15-00-2005	90.00
03/16	03/31/2016	77001	4203	Ultramax	10-00-2005	43.60
03/16	03/31/2016	77002	990	UPS	20-00-2005	101.47
03/16	03/31/2016	77003	944	Verizon	10-00-2005	329.39
03/16	03/31/2016	77004	861	Village Express Mail Center	10-00-2005	10.44
03/16	03/31/2016	77005	2122	Cardmember Service	10-00-2005	4,516.40
03/16	03/31/2016	77006	169	Waste Connections Inc	10-00-2005	1,110.51
Grand Totals:						375,801.25