

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, March 23, 2015, 7:00pm

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

The City Council will meet in **Executive Session at 6:30 PM**, in the City Manager's office, under the authority of ORS 192.660(2)(i) to review and evaluate the employment-related performance of the City Manager who does not request an open hearing.

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. Appointment of Joseph Vogl to the Planning Commission. [pg. 3]

E. Resolutions

1. Resolution 15-R-1053 supporting formation of a Law Enforcement District and supporting a property tax levy for Sheriff's services on the May 2015 Ballot. [Mayor, pg. 6]
 - a. Resolution [pg.9]
 - b. Ballot title [pg. 10]
 - c. Order placing measure on ballot [pg.11]
 - d. Budget information provided to Citizens Committee [pg. 13]
 - e. Tax rate information [pg. 18]
 - f. Budget worksheets [pg. 21]
 - g. County budget summary [pg. 34]
 - h. County budget narrative [pg. 36]
2. Resolution 15-R-1052, authorizing submission of a grant for park improvement projects at Azalea Park. [City Manager, pg. 45]
 - a. Resolution [pg. 46]
 - b. Schematic plan [pg. 47]

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

G. Staff Reports

1. Authorization to execute all necessary easements between the City, Curry County, South Coast Lumber Company and Chetco Resources in connection with the Airport Infrastructure Project. [City Manager, pg. 48]
 - a. Easement documents [pg. 50]
2. Authorization to waive park use fees for the Elks Lodge Annual Easter Egg Hunt. [City Manager, pg. 123]
 - a. Parks application [pg. 124]

H. Consent Calendar

1. Approve Council minutes for March 23, 2015. [pg. 125]
2. Receive monthly financial report for February, 2015. [pg. 130]

I. Remarks from Mayor and Councilors

J. 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 ten days advance notification. Please contact 469-1102 if you have any questions regarding this notice.



City of Brookings

898 Elk Drive, Brookings, OR 97415

Phone: (541) 469-2163 Fax: (541) 469-3650

www.brookings.or.us

APPLICATION TO SERVE ON A CITY OF BROOKINGS COMMISSION, COMMITTEE OR BOARD

PART I. Contact Information:

Name: JOSEPH L. VOGL Date: March 16, 2015
Physical Address: 300 Allen Lane
Mailing Address: 300 Allen Lane
Email Address: jvogel@charter.net Phone: 541-469-0185

PART II. Position Selection, Requirements and Restrictions: (Please answer all that apply)

1. Commission/Committee applying for:

	<u>Composition (i)</u>	<u>Term (ii)</u>
<input checked="" type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii)	5 Electors, 2 UGB	4 yrs
<input type="checkbox"/> Budget Committee	5 Electors	3 yrs
<input type="checkbox"/> Parks and Recreation Commission	4 Residents, 1 UGB	2 yrs
<input type="checkbox"/> Public Art Committee (iii)	3 Residents, 2 UGB	3 yrs
<input type="checkbox"/> Traffic Safety Committee	2 Residents	2 yrs
<input type="checkbox"/> Tourism Promotion Advisory Committee	TBD	TBD
<input type="checkbox"/> Other (please specify):		

2. **City residents:** How long have you lived in the City of Brookings? 10 (yrs/mths)

Are you a City elector (registered voter)? ☒ Yes ☐ No

3. **UGB residents:** How long have you lived in the UGB?: 10 (yrs/mths)

4. **What is your current occupation?** RETIRED (PHYSICIST, SYS. ENG.)

NOTES:

(i) *Membership requirements:*

- Resident and UGB status are determined by physical address.
- Residents must reside within the City limits.
- Electors are registered voters of the City of Brookings (verified by County Elections Officer)
- UGB members must reside within the Brookings Urban Growth Boundary or Area. (Contact the Planning Department at 541-469-1137 to determine if you are in the UGB).

(ii) *Term:* Appointments to fill mid-term vacancies will be for the remainder of that term.

(iii) *Other restrictions:*

- No more than two (2) Planning Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.
- Three (3) Public Art Committee members must have an art background

PART III. Background Information : *Attach additional pages if needed:*

1. List your **related** experience and/or background **to the position you are applying for:**

Over my lifetime, I have been involved with many remodeling jobs, the last being a nearly complete tear-down and rebuilding of what became a 4500+ square foot home in Brookings. On this job, I acted as general contractor, working with the City, the architect, structural engineer, and all the subcontractors to complete the job. The project included the use of steel in several locations, installing an elevator, adding a second story and various yard and driveway improvements and working with the city to modify the existing curbing and street drainage.

2. List your **work history and educational background**, as well as any volunteer experience that is **not** related to the position for which you are applying:

I've spent over 50 years in the aerospace industry both personally designing and reviewing others' designs of systems large and small. As such I've worked with as well as managed teams to solve problems within the programmatic budget, schedule, and technical constraints to produce the final product, be it a subsystem or a full satellite constellation. I received my undergraduate degree from Columbia University in New York City and my Ph.D. in physics from Caltech in Pasadena, CA.

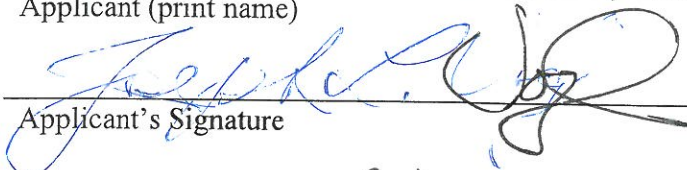
3. Briefly describe your **interest in this position** and what you **hope to accomplish:**

To become civically involved in the City of Brookings; to understand better the methodologies of city planning and city government; to be a part of the planning process rather than sitting on the sidelines complaining; to learn the laws and rules that provide the guidelines for the planning process.

PART IV. Volunteer Agreement : *Please read and check off the following before signing:*

- ☒ I acknowledge that I will not be under the direct supervision and control of the City in connection with the voluntary services for which I have applied.
- ☒ I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
- ☒ I understand and agree that my volunteer service will be donated to the City at times other than my regular work hours.
- ☒ I understand that if the position I applied for requires me to be an elector of the City of Brookings, that the City has permission to verify my status as a registered voter.
- ☒ I agree to release the City from all matters relating to the voluntary service for which I have applied, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing such matters. I assume full responsibility for any injuries or damages suffered by or arising from the voluntary service described herein. (*Planning Commission applicants, see ** below*)
- ☒ I agree to release, indemnify and hold the City harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including attorney fees, which City may sustain or incur as a result of errors or omissions in the performance of the voluntary service set forth herein.
- ☒ By signing this application voluntarily and in the presence of the witness listed below, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

JOSEPH L. VOGL
Applicant (print name)


Applicant's Signature

16 MAR 2015
Date

Donna Colby-Hanks
Witness (print name)

Donna Colby-Hanks
Witness's Signature

03/16/15
Date

****Planning Commissioners** holding office on April 1st of each year are required to file an Annual Statement of Economic Interest with the Oregon Government Ethics Commission (OGE). You may view a sample form at http://www.oregon.gov/OGE/forms_publications.shtml. Official forms are provided by OGE.

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular City business hours are 9:00am – 4:30pm, Monday–Friday.

Commission and Committee contact information:

Planning Commission: 541-469-1135
Parks and Recreation Commission: 541-469-1103
Traffic Safety Committee: 541-469-1103

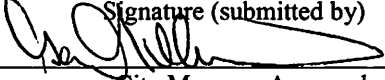
Public Art Committee: 541-469-1135
Budget Committee: 541-469-1123
Tourism Promotion Advisory Committee
541-469-1101

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 23, 2015

Originating Dept: Mayor

Signature (submitted by)


City Manager Approval

Subject: Resolution 15-R-1053 Supporting the Formation of a Law Enforcement District and Supporting a Property Tax Levy for Sheriff Services on the May 2015 Ballot.

Recommended Motion:

Mayor Hedenskog recommends a motion to adopt Resolution 15-R-1053.

Financial Impact:

If the ballot measure passes, the County property tax rate within the City will rise from \$0.59 to \$1.93 per \$1,000 assessed valuation.

Background/Discussion:

Mayor Hedenskog has requested the City Council adopt Resolution 15-R-1053 expressing City Council support for the formation of a Law Enforcement District and a temporary property tax levy to fund County law enforcement services.

A split rate property tax levy of \$1.34 within the City Limits and \$2.52 per \$1,000 assessed valuation would be enacted through the passage of the tax levy measure on the May, 2015, ballot. The tax would be levied for three years and would be used only to fund Sheriff's Office functions. According to Mayor Hedenskog, the reason for the split rate is that the proposal includes funding 12 road deputies, two sergeants and an administrative assistant at a cost of \$1,832,640 and places responsibility for the entire cost of road deputies on unincorporated area taxpayers.

Funds generated by the \$1.34 tax rate would be used to sustain funding for all other divisions within the Sheriff's Office. The County receives some revenue from other sources...such as State payments from 9-1-1 taxes and federal revenue for emergency planning...and these revenues have been applied to the revenue/expense calculation to establish a "Net Loss" or net revenue need of \$2,571,912 for all services except road deputies. This means that City taxpayers would be contributing equally with unincorporated area taxpayers to fund services such as dispatching, forest patrol and overall department management, as well as jail, search and rescue, parole/probation and emergency services.

Seeking clarifications to several matters, City staff posed three questions to Sheriff Ward. The questions and responses are as follows:

1. **Questions:** It appears that the budget numbers for each division on the Option B summary are net of revenue? So the \$1.34 portion of the levy would pay for the \$2,571,912 "Net Loss." Is this correct?

Response: There is a worksheet that shows \$2.5 million "net of revenue." No. The \$2.5 million requires using all of the potential revenue. The Committee voted unanimously to utilize 45% of the potential revenue. \$1.34 is expected to raise \$3.3 million if the full tax rate is imposed.

2. Questions: It's not clear to me how the 1.34/2.52 split was determined. Is the additional \$1.18 needed solely for covering the "Patrol Net Loss" of \$1,832,640 when applied to the unincorporated assessed value? How was the split determined?

Response: Yes. The \$1.18 is the amount necessary to cover County Road Patrol. The "split" was determined by applying the \$1.34 to the incorporated and unincorporated net assessed values to cover all Sheriff services except County Road Patrol.

3. Questions: If the \$4,404,552 is removed from the County General Fund budget, what is the estimate of General Fund revenue then available for general government operations? And, how much is currently budgeted from the General Fund for general government operations? Basically, would removing the entire public safety expense from the General Fund enable the County to restore other general government services, or maintain where they are?

Response: All of the revenue related to Sheriff division still goes to the Sheriff divisions. In the past the County received O&C Secure Rural Schools (SRS) / timber payments and Federal PILT. When the SRS funding expired the County reverted to receiving the timber harvest payments. \$150,000 was budgeted for 2014/2015. Money received for maintain County roads was taken for Sheriff Road Patrol and other reserves were raided to make up the shortfall. Removing Sheriff from the General Fund does not make funding available for general government.

New General Fund discretionary resources are expected to be \$2.0 million + SRS / timber harvest & Federal PILT. February 18, 2015 the O&C timber harvest was much more than expected at \$657,000 and PILT is expected to be \$290,000. If O&C timber harvest and PILT continue at the \$657,000 and \$290,000 level and entire public safety expense is removed it should be possible to maintain current services. The commissioners will need to determine priorities between Coos County to California communications systems, County building maintenance and expanding services.

The adopted 2014-15 County Budget shows total General Fund appropriations of \$9,765,662 of which \$4,883,519 is attributable to Sheriff and \$19,649 is attributable to Emergency Services. According to the County Budget narrative, General Fund revenues are expected to be \$2,113,258.

Unlike previous levy proposals, this measure will not require that the tax rate be reduced in the event that federal safety net revenues are received. The measure provides that, in the event that federal safety net funding is received, the Board of Commissioners will consult with the Sheriffs Citizens Advisory Group to consider a reduction in the property tax rate.

The proposal is the result of the work of the Sheriffs' Citizens Advisory Group appointed by Sheriff Ward, which include the Mayors of the three Curry County cities.

Mayor Hedenskog reports that the Advisory Group last met on March 12 and was advised by County Accountant Gary Short that it appeared that the County would have sufficient General

Fund resources to fund Sheriff services through the current fiscal year. However, according to County officials, unless the May tax levy passes or there is some other as yet unanticipated significant amount of revenue received by the County, there will be insufficient funds to sustain current County government operations...even just Sheriff operations...into fiscal 2016-17.

Attachment(s):

- a. Resolution 15-R-1053
- b. Ballot title.
- c. Order Placing Measure on Ballot
- d. Budget information documents provided to Citizens Committee
- e. Tax Rate information
- f. Budget worksheets
- g. County budget summary.
- h. County budget narrative.

CITY OF BROOKINGS
State of Oregon
RESOLUTION 15-R-1053

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BROOKINGS
SUPPORTING A BRIDGE TO PERMANENT FUNDING OF SHERIFF'S OFFICE SERVICES
THROUGH A SPECIAL LAW ENFORCEMENT DISTRICT.**

WHEREAS, law enforcement in the City of Brookings is dependent on Sheriff's Office Services working with our City Police Department; and

WHEREAS, these services not provided by our City Police Department include: Jail Operations, Dispatch, 911, Criminal Investigations, Search & Rescue, Marine Patrol, Civil Process, Adult Patrol/Probation, and Emergency Services; and

WHEREAS, funding these services through the Curry County General Fund, Federal Timber Payments, or other traditional means is inadequate or no longer exists; and

WHEREAS, a group of concerned citizens (Sheriff's Advisory Board) recommends permanent funding through a Sheriff's Office Special Law Enforcement District; and

WHEREAS, the timing to form a permanent Sheriff's Office Special Law Enforcement District is expected to take up to three years; and

WHEREAS, as recommended by the Sheriff's Advisory Board, the Curry County Board of Commissioners has placed a measure on the May 19, 2015 ballot to provide adequate and stable funding for Sheriff's Office Services through a three year split rate levy, until a Special District can be formed; and

WHEREAS, a split tax rate of \$1.34 per \$1,000 of assessed value within the incorporated cities, including Brookings, and \$2.52 per \$1,000 of assessed value in the unincorporated areas (which include Sheriff's Patrol) of Curry County will be levied by this ballot measure for three years, are expected to be similar to those for the future Special District, and will only be used to fund Sheriff's Office functions;

NOW THEREFOR, BE IT RESOLVED, by the Common Council of the City of Brookings that we support the formation of a Sheriff's Office Special Law Enforcement District and the three year split-rate ballot measure to provide interim funding for Sheriff's Office services until the Special District can be formed.

PASSED AND ADOPTED *by the Common Council of the City of Brookings* this

_____ day of March, 2015.

Ron Hedenskog, Mayor

ATTEST:

Joyce Heffington, City Recorder

Resolution 15-R-1053 Sheriff's levy

SHERIFF'S OFFICE THREE YEAR SPLIT RATE LOCAL OPTION TAX

Question: Shall County levy \$1.34 city and \$2.52 rural per \$1,000 assessed value for Sheriff's Office for three years beginning 2015-2016?

This measure may cause property taxes to increase more than three percent.

Summary:

The proposed three year local option tax provides funding that can only be used for Sheriff's Office purposes. It will provide for Jail Operations and 24/7 Patrol Services. In addition, it will provide funding for:

Dispatch, 911, Criminal Investigations, Crime Prevention, Search & Rescue, Marine Patrol, Civil Process, Drug Enforcement/Prevention/Education, Traffic Safety, Adult Parole/Probation, Wild Land Fire/ Tsunami Evacuations and Emergency Services.

This measure proposes split rates. While the Sheriff's Office services benefit all residents, the taxpayers in Brookings, Gold Beach and Port Orford will pay a lower rate because cities fund police departments and patrol officers.

This proposed local option tax is estimated to raise \$5,240,000 in 2015-16, \$5,400,000 in 2016-17, and \$5,560,000 in 2017-18.

Tax cost's for this measure is an ESTIMATE ONLY based upon the best information available from the County Assessor at the time of the estimate.

The Board of Commissioners will annually review this tax, considering any Federal Safety Net payments received, in consultation with the Sheriff's Citizens Advisory Group for recommendations on reducing future amounts levied.

175 words

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Directing that an Election Be)
Conducted on May 19, 2015,) ORDER NO. _____
Relating to a Three Year)
Local Option Tax for Sheriff's)
Office Purposes)

WHEREAS, a group of concerned citizens (Sheriff's Citizens Advisory Group) requested that the Board of Curry County Commissioners (Board), through the Curry County Sheriff, place a measure before the voters that would allow funding of Sheriff's Office services to the public; and

WHEREAS, the goal of these concerned citizens is to provide for permanent funding through a Sheriff's Office Special Law Enforcement District; and

WHEREAS, the timing to establish a permanent Sheriff's Office Special Law Enforcement District is expected to take up to three years; and

WHEREAS, the Board has determined that a three year tax should be submitted to the qualified voters of Curry County, as requested by the Sheriff's Citizens Advisory Group, and as established by Article XI, Section 11, of the Oregon Constitution in order to permit the ongoing operation of the Curry County Sheriff's Office; and

WHEREAS, the Board agrees that adequate and stable funding to maintain Sheriff's Office services is necessary and in the public interest; and

WHEREAS, without additional funding, the County's expected annual discretionary resources of approximately \$2.1 million will not sustain county services; and

WHEREAS, the Board, per the recommendation of the Sheriff's Citizen Advisory Group, has determined that a split tax with \$1.34 per \$1,000 of assessed value levied within the incorporated cities of Brookings, Gold Beach and Port Orford, and \$2.52 per \$1,000 of assessed value levied in the unincorporated areas of Curry County, Oregon, will be adequate to maintain Sheriff's Office services to the residents of Curry County; and

WHEREAS, it is necessary to submit the question authorizing a three year split rate tax to the registered voters of Curry County, Oregon.

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

- 1) An election shall be held on Tuesday, May 19, 2015, to establish a three year local option tax in the amount of \$1.34 per \$1000 assessed value levied within the incorporated cities of Brookings, Gold Beach, and Port Orford, and \$2.52 per \$1,000 of assessed value levied in the unincorporated areas of Curry County, Oregon. This is estimated to raise \$5,240,000 in 2015-16, \$5,400,000 in 2016-17, and \$5,560,000 in 2017-18. The funding would only be used to provide for Sheriff's Office services.
- 2) A proposed county measure for an election on May 19, 2015, in compliance with ORS 280.070 and ORS 280.075 is attached to, and made part of this order.
- 3) The Chair of the Board of Curry County Commissioners is authorized to sign such forms and documents as are necessary to place this measure on the May 19, 2015 election ballot.
- 4) This order delegates to the County Clerk the authority to publish a Notice of Receipt of Ballot Title. After the review period is complete, the Chair of the Board of Commissioners will file a SEL 801 with the County Clerk, and a County Measure Number will be assigned.

DATED this 18th day of February, 2015.

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

Approved as to Form:

Thomas Huxley, Vice Chair

M. Gerard Herbage
Curry County Legal Counsel

David Brock Smith, Commissioner

Carry Forward

Unassigned carry forward from 2014/2015 to 2015/2016:

507,013			O&C more than budget
296,400	120%	247,203	FED PILT
567,354			Unassigned > budget
50,000			Sal-irregular
102,000			M&S < budget
41,257			Ins budget
52,891			M&S Op Reserve
1,616,915			Unassigned carry forward

New Discretionary Resources

1,034,205	<<<--	Available Carry Forward
	New Discretionary	
1,430,000		Taxes Prop - Current Year
50,000		Taxes - Prop - Prior Years
310,000		Taxes - Electric Co-Op
5,500		Other - Fed - Nat'l Wildlife R
13,500		Other - St - PILT
7,000		Gr-ST-CAFFA COM A&T
24,000		Shared - St - Tobacco Taxes
92,000		Shared - St - Alcohol Taxes
5,000		Shared - St - Amusement Tax
4,200		Other - St - PILT - WOST
15,000		Fines - St - Court Receipts
100		Interest Revenues
-		Donations
500		Misc Revenue
200		Reimbursement - Misc
40,000		2.31 Cable TV Franchise
	1,997,000	
650,000	<<<---	Fed - Safety Net (O & C)
290,000	<<<---	Other - Fed - PILT
2,937,000		New Discretionary
3,971,205	Total Available	

Needed for 2015 / 2016 Budget

Budget 2015 / 2016		Non-Department		page 40
50,000		Salary - buffer		
20,000		Pro Svcs - Legal		
20,000		Pro Svcs - General		
60,000		Gen Liab Ins		
8,500		Property Insurance		
500		Event Food		
106,777		Other Materials & Services		
		M&S Operating Reserve		
26,383	7,425	AOC	Dues - Membership	
	16,920	AOOCC		
	450	NACO		
	1,588	LGPI		
	22,300	Tran To 2.17 Public Services		
	101,000	Tran To 2.33 R&M-Const Projects		
	25,000	Tran To 1.30 BOK Airport		
	21,135	Tran To - 2.14 Fair		
	8,000	Tran To- North County Occup		
	88,115	Tran To - 1.11 Commissioners Fund		
290,550	Other Requirements			
582,710	needed for 2015/2016 budget			

2014/2015 Support Required

Actual	Actual	Budget	General Fund Support Requirements	2014/15 Budget Page	Total Costs	Direct Revenue	Discretionary Resource Use	Cumulative Discretionary
<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>						
(381,086)	(363,119)	(350,308)	General GENERAL FUND - Commissioners' Office Dept				-	support
(3,562)	(2,746)	(3,199)	GENERAL FUND - Board of Property Tax Appeals Dept	p37	4,606	1,100	(3,506)	(3,506)
(376,399)	(308,558)	(376,947)	GENERAL FUND - County Assessor's Office	p52	579,155	177,800	(401,355)	(404,861)
(76,639)	(65,441)	(74,261)	GENERAL FUND - Tax Collection Dept	p50	118,662	34,800	(83,862)	(488,723)
(120,540)	(104,693)	(114,804)	GENERAL FUND - County Treasurer's Office	p46	124,037	8,315	(115,722)	(604,445)
(203,491)	(206,700)	(208,555)	GENERAL FUND - County Clerk-Elections Dept	p43	205,027	26,150	(178,877)	(783,322)
(44,757)	(25,217)	(36,859)	GENERAL FUND - County Clerk-Recording Dept	p61	202,692	150,265	(52,427)	(835,749)
(4,402)	(1)	8,385	GENERAL FUND - GIS Operations Dept (IT)	p55	49,086	49,000	(86)	(835,835)
(282,740)	(262,370)	(292,297)	GENERAL FUND - District Attorney Dept	p58	378,386	42,800	(335,586)	(1,171,421)
(460,877)	(438,612)	(416,130)	GENERAL FUND - Juvenile-Administration Dept	p89	572,191	113,407	(458,784)	(1,630,205)
(22,255)	(15,442)	(11,835)	GENERAL FUND - County Surveyor Dept	p64	58,429	43,500	(14,929)	(1,645,134)
60,333	53,880	46,177	GENERAL FUND - Solid Waste Dept	p66	16,649	78,000	58,351	(1,586,783)
(11,705)	5,207	-	GENERAL FUND - RSVP Dept				-	(1,586,783)
(37,955)	(32,867)	(35,938)	GENERAL FUND - Veterans' Dept	p97	77,803	39,452	(38,351)	(1,625,134)
			GENERAL FUND - RSVP Match Dept YE March 2016	p102	6,047	1,080	(4,967)	(1,630,101)
			GENERAL FUND - RSVP Match Dept YE March 2015	p105	18,123	13,240	(4,883)	(1,634,984)
			GENERAL FUND - SHIBA - Other	p103	10,578	11,000	422	(1,634,562)
(856,354)	(211,349)	(205,304)	GENERAL FUND - Other Requirements Dept (excludes 1 time costs)	p107	258,250		(258,250)	(1,892,812) (1,892,812)

2014/2015 Support Required - Sheriff

Actual 2011-12	Actual 2012-13	Budget 2013-14	General Fund Support Requirements	Budget Page	2014/15	Total Costs	Direct Revenue	Discretionary Resouse Use	Cumulative Discretionary
(887,108)	(981,645)	(1,090,427)	GENERAL FUND - Sheriff-Jail Dept			1,514,496	303,500	(1,210,996)	(3,103,808)
(1,160,586)	(355,343)	(304,186)	GENERAL FUND - Sheriff-Civil & Criminal Dept			370,166	97,500	(272,666)	(3,376,474)
12,598	217	(2,945)	GENERAL FUND - Sheriff-Search & Rescue Dept			103,162	102,000	(1,162)	(3,377,636)
5,264	6,403	-	GENERAL FUND - Sheriff-Marijuana Eradication Dept					-	(3,377,636)
83,458	(1,098)	(12,146)	GENERAL FUND - Sheriff-Marine Patrol Dept			250,131	240,500	(9,631)	(3,387,267)
467	2,247	-	GENERAL FUND - Sheriff-Forest Patrol Dept			108,571	106,000	(2,571)	(3,389,838)
(14,204)	509	(10,500)	GENERAL FUND - Harbor Sub Station Dept			10,000	10,000	-	(3,389,838)
(35,216)	(27,363)	-	GENERAL FUND- Sheriff- Animal Control Dept					(930)	(3,390,768)
(75,768)	(30,715)	(2,421)	GENERAL FUND - Sheriff-Adult Parole & Probation Dept			478,317	461,412	(16,905)	(3,407,673)
(68,583)	(62,593)	(54,614)	GENERAL FUND - Emergency Services Dept			178,507	109,000	(69,507)	(3,477,180)
(398,190)	(327,912)	(333,428)	GENERAL FUND - Sheriff-Communications Dept			617,170	204,700	(412,470)	(3,889,650)
			GENERAL FUND - Sheriff-Patrol Dispatch	Road money support		100,000		(100,000)	(3,989,650)
			GENERAL FUND - Sheriff- Road Patrol	Road money support		1,350,000		(1,350,000)	(5,339,650)
(5,360,299)	(3,755,323)	(3,882,542)	Total General Fund (excludes working capital & 1 time costs)			7,760,241	2,424,521	(5,339,650)	
(3,281,487)	(2,478,276)	(2,519,094)	Law Enforcement	(Sheriff, DA, Juvenile)		999,431	1,282,619	282,258	
-	700,000	950,000	Sheriff County Road Patrol - From Road Funds			1,450,000		(1,450,000)	
(453,038)	(373,998)	(451,208)	Assessment & Taxation			697,817	212,600	(485,217)	

Curry County		Assessed value 2014/15	Bill Rate	Taxes imposed	Expected Collections
County General Fund		2,690,893,909	0.5996	1,613,460	1,492,450
County - wide		2,690,893,909	2.1872	5,885,624	5,444,202
County Wide	100.0%	2,690,893,909	1.3409	3,608,238	3,337,620
Rural Patrol	62.4%	1,679,664,859	1.3559	2,277,386	2,106,582
					5,444,202
Unincorporated property tax total rate.			2.6968		
Change Bill Rate to calculate expected collections.					
Port Orford		113,892,392	Bill Rate 4.1688		
Port Orford-permanent rate			2.2688		
Gold Beach		231,385,619	2.336		
Gold Beach-permanent rate			2.336		
Brookings		665,951,039	3.763		
Brookings-permanent rate			3.5266		
Brookings Urban Renewal not included.					
Source: Assessor's Curry County 2014-15 Tax Roll Summary by Taxing Districts. Please contact Assessor's Office for additional details.					
Incorporated					
Assessed Value	\$	84,000	\$ 150,000	\$ 250,000	\$ 600,000
Bill Rate	\$	1.3409	\$ 1.3409	\$ 1.3409	\$ 1.3409
Estimated Tax	annual	\$ 113	\$ 201	\$ 335	\$ 805
	monthly	\$ 9.39	\$ 16.76	\$ 27.94	\$ 67.05
Unincorporated					
Assessed Value	\$	84,000	\$ 150,000	\$ 250,000	\$ 600,000

Curry County		Assessed value 2014/15	Bill Rate	Taxes imposed	Expected Collections
Bill Rate		\$ 2.6968	\$ 2.6968	\$ 2.6968	\$ 2.6968
Estimated Tax	annual	\$ 227	\$ 405	\$ 674	\$ 1,618
	monthly	\$ 18.88	\$ 33.71	\$ 56.18	\$ 134.84
General Fund		\$ 84,000	\$ 150,000	\$ 250,000	\$ 600,000
Bill Rate		0.5996	0.5996	0.5996	0.5996
Estimated Tax	annual	\$ 50	\$ 90	\$ 150	\$ 360
	monthly	\$ 4.20	\$ 7.50	\$ 12.49	\$ 29.98

Sheriff Local Option Levy - Basic - Committee (2)
Tax Calculator 2 Rates

Curry County

Assessed value 2014/15	Bill Rate	%collected Taxes imposed Expected Collections
County General Fund	0.5996	92.5%
County - wide	1.9296	
2,690,893,909		1,613,460
2,690,893,909		5,192,359

Sheriff Local Option Levy - Basic		Basic		Enter \$ amount in F14 for all services except County Road Patrol.	
Incorporated	37.6%	1,011,229,050	1.3409	1,355,957	1,254,260
unincorporated			1.3409	2,252,262	2,083,342
Unincorporated- Patrol	62.4%	1,679,664,859	0.9431	1,584,141	1,465,330
Unincorporated property tax total rate.			2.2840		
Totals				5,192,359	4,802,932
All Sheriff except Patrol	100.0%	2,690,893,909	1.3409	3,608,218	3,337,602
Rural Patrol	62.4%	1,679,664,859	0.9431	1,584,141	1,465,330
Unincorporated property tax total rate.			2.2840		
Totals				5,192,359	4,802,932
Revenue included				3,803,683	2,408,081
				\$ 1,465,330	\$ 1,465,330
				5,269,023	3,873,411
					1,395,612
					466,091
					33%

Sheriff Local Option Levy - Option B		Option B		Enter \$ amount in F29 for all services except County Road Patrol.	
Incorporated	37.6%	1,011,229,050	1.3409	1,355,957	1,254,260
unincorporated			1.3409	2,252,262	2,083,342
Unincorporated- Patrol	62.4%	1,679,664,859	1.1795	1,981,232	1,832,640
Unincorporated property tax total rate.			2.5204		
Totals				5,589,451	5,170,242
All Sheriff except Patrol	100.0%	2,690,893,909	1.3409	3,608,218	3,337,602
Rural Patrol	62.4%	1,679,664,859	1.1795	1,981,232	1,832,640
Unincorporated property tax total rate.			2.5204		
Totals				5,589,451	5,170,242
Revenue included				3,967,524	2,571,912
				\$ 1,832,640	\$ 1,832,640
				5,800,164	4,404,552
					1,395,612
					679,922
					45%

Sheriff Local Option Levy - Option C		Option C		Enter \$ amount in F44 for all services except County Road Patrol.	
Incorporated	37.6%	1,011,229,050	1.5247	1,541,792	1,426,158
unincorporated			1.5247	2,560,938	2,368,868
Unincorporated- Patrol	62.4%	1,679,664,859	1.1795	1,981,232	1,832,640
Unincorporated property tax total rate.			2.7042		
Totals				6,083,963	5,627,666
All Sheriff except Patrol	100.0%	2,690,893,909	1.5247	4,102,730	3,795,026
Rural Patrol	62.4%	1,679,664,859	1.1795	1,981,232	1,832,640
Unincorporated property tax total rate.			2.7042		
Totals				6,083,963	5,627,666
Revenue included				4,423,051	3,077,439
				\$ 1,832,640	\$ 1,832,640
				6,255,691	4,860,079
					1,395,612
					628,025
					45%

Port Orford	Bill Rate
Port Orford-permanent rate	4.1688
Gold Beach	2.2688
Gold Beach-permanent rate	2.336
Brookings	2.336
Brookings-permanent rate	3.763
Brookings Urban Renewal not included.	3.5266
Unincorp. NAV	1,011,229,050

Source: Assessor's Curry County 2014-15 Tax Roll Summary by Taxing Districts.
Please contact Assessor's Office for additional details.

May 2015 Election

Estimate of amount to be raised by Curry County:

Three Year Local Option Tax for Sheriff's Office Purposes

If Curry County Voters approve a three year Local Option Tax measure in May 2015 that would levy \$1.34 per thousand assessed value (AV) within the cities (Urban) and \$2.52 per thousand outside the city boundaries (Rural); the following are estimates of the amounts the measure would raise:

Urban

<u>YEAR</u>	<u>ESTIMATED AV</u>	<u>TAX RATE</u>	<u>AMOUNT IMPOSED</u>	<u>EST. COLLECTION</u>
2015-16	\$1,049,322,995	\$1.34	\$1,406,093	\$1,307,666
2016-17	\$1,080,802,685	\$1.34	\$1,448,276	\$1,346,896
2017-18	\$1,113,226,765	\$1.34	\$1,491,724	\$1,387,303

Rural

2015-16	\$1,677,054,291	\$2.52	\$4,226,177	\$3,930,344
2016-17	\$1,727,365,920	\$2.52	\$4,352,962	\$4,048,255
2017-18	\$1,779,186,897	\$2.52	\$4,483,551	\$4,169,702

Total Estimated Collections* Urban + Rural

<u>YEAR</u>	<u>TOTAL</u>
2015-16	\$5,238,011
2016-17	\$5,395,151
2017-17	\$5,557,006

*ESTIMATES ONLY based upon the best information available from the county assessor at the time of the estimate.

FY 15/16

Command Staff	Basic	Option B	Option C
Sheriff	1	1	1
Captain	1	1	1
Lieutenant	1	1	1

(Command staff are allocated to all Sheriff divisions)

Civil Criminal

Detective	1	1	1
Civil Deputy	1	2	2
Administrative Assistant	1	1	1

Search & Rescue**Marine**

Marine Deputy III	2	2	2
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Forest Patrol

Forest Deputy	1	1	1
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Corrections

Sergeant II	1	1	1
Corporal	1	1	2
Corrections Deputy	11	11	14
Maintenance	0.5	0.5	0.5

Communications

Sergeant II			
Communications Deputy	7	8	10

Parole & Probation

Sergeant II	1	1	1
Adult P & P Officer	3	3	4

Emergency Services

Emergency Services Coord	1	1	1
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34.5	36.5	43.5
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Patrol

Sergeant II	1	2	2
Road Deputy	10	12	12
	11	14	14

Total FTE	45.5	50.5	57.5
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Sheriff Local Option Levy- Option B - Committee

Sheriff Divisions		Sheriff Local Option Levy - Option B		FY 16/17	
<u>Civil and Criminal</u>			fte		
Personal Services	\$	391,480	4.10	\$ 407,022	3.97%
Materials & Services		132,354		\$ 135,001	2.0%
Capital	\$	30,000		\$ 30,000	0.0%
<u>Search & Rescue</u>					
Personal Services	\$	20,620	0.20	\$ 21,365	3.61%
Materials & Services	\$	50,000		\$ 51,000	2.0%
Capital	\$	20,000		\$ 20,000	0.0%
<u>Marine Patrol</u>					
Personal Services	\$	204,111	2.15	\$ 208,315	2.06%
Materials & Services	\$	64,433		\$ 65,722	2.0%
Capital				\$ -	0.0%
<u>Forest Patrol</u>					
Personal Services	\$	77,491	1.00	\$ 81,319	4.94%
Materials & Services	\$	34,255		\$ 34,940	2.0%
Capital				\$ -	0.0%
<u>Corrections</u>					
Personal Services	\$	1,096,040	14.30	\$ 1,134,950	3.55%
Materials & Services	\$	417,795		\$ 426,151	2.0%
Capital				\$ -	0.0%
<u>Communications</u>					
Personal Services	\$	658,999	8.65	\$ 681,207	3.37%
Materials & Services	\$	130,573		\$ 133,184	2.0%
Capital	\$	25,000		\$ 25,000	0.0%
<u>Adult Parole and Probation</u>					
Personal Services	\$	374,572	4.25	\$ 383,187	2.30%
Materials & Services	\$	98,302		\$ 100,268	2.0%
Capital	\$	30,000		\$ 30,000	0.0%
<u>Emergency Services</u>					
Personal Services	\$	71,949	1.10	\$ 74,201	3.13%
Materials & Services	\$	39,551		\$ 40,342	2.0%
Capital				\$ -	0.0%
Total		3,967,524	35.75	4,083,174	
Personal Services		2,895,261		2,991,566	
Materials & Services		967,263		986,608	
Capital		105,000		105,000	
TOTAL COST - Excluding Patrol		3,967,524		4,083,174	
<u>Road Patrol</u>					
Personal Services - 18 Road Deputies	\$	1,164,380	14.75	\$ 1,210,606	3.97%
Materials & Services	\$	506,010		\$ 516,130	2.0%
Capital	\$	162,250		\$ 162,250	0.0%
	\$	1,832,640		\$ 1,888,986	
Total Cost including Patrol		5,800,164		5,972,160	2.97%

Sheriff Local Option Levy- Option B - Committee

Sheriff Divisions		Sheriff Local Option Levy - Option B	FY 16/17
<u>Civil and Criminal</u>			
Revenue		77,500	
Expense		(553,834)	
<u>Search & Rescue</u>			
Revenue		30,000	
Expense		(90,620)	
<u>Marine Patrol</u>			
Revenue		160,500	
Expense		(268,544)	
<u>Forest Patrol</u>			
Revenue		105,000	
Expense		(111,746)	
<u>Corrections</u>			
Revenue		302,500	
Expense		(1,513,835)	
<u>Communications</u>			
Revenue		204,700	
Expense		(814,572)	
<u>Adult Parole and Probation</u>			
Revenue		461,412	
Expense		(502,874)	
<u>Emergency Services</u>			
Revenue		54,000	
Expense		(111,500)	
Net Loss		(2,571,912)	
<u>Road Patrol</u>			
Personal Services - 10 Road Deputies	\$	1,164,380	
Materials & Services	\$	506,010	
Capital	\$	162,250	
	\$	1,832,640	
<u>Road Patrol</u>			
Revenue	\$	-	
Expense	\$	(1,832,640)	
Patrol Net Loss		\$ (1,832,640)	
Combined Totals		\$ (4,404,552)	

Payroll Worksheet

Sheriff Local Option Levy - Option B

0.00% Non-represented cost of living;
 0.00% Management cost of living;
 2.50% Teamsters cost of living;
 0.00% OPEU cost of living;

						FY 15/16	
Name	fte	Position	Range	Step	Total Salary	Total Cost	
Sheriff - Civil & Criminal							
Sheriff	20%	John Ward	ELECTED	0	\$ 15,151	21,914	
Captain	25%	open position	E15	A	\$ 14,244	20,427	
Lieutenant_E	15%	Mike Espinoza - Sep	E13	E.5	\$ 10,357	15,142	
Detective III	100%	David Gardiner - Feb	S6	F	\$ 62,443	94,254	
Chief Civil Deputy II	100%	Joan Allen-Steinke - Nov	S14	F	\$ 52,584	78,869	
Chief Civil Deputy	100%	open position	S11	B	\$ 43,764	68,720	
Administrative Assistant	50%	Pam Dickson	S12	F	\$ 26,594	38,431	
Promotion Expenses				0	0	\$ -	-
	4.10	fte	Regular Salaries (excluding Sheriff)		\$ 225,138	\$ 337,756	
			Overtime		\$ 25,000	31,810	
20			Division Total		\$ 265,289	\$ 391,480	Civil_Criminal
			excluding OT				
Civil-Criminal-Support							
Search and Rescue							
Sheriff	5%	John Ward	ELECTED	0	\$ 3,788	5,478	
Lieutenant_E	15%	Mike Espinoza - Sep	E13	E.5	\$ 10,357	15,142	
	0.20	fte			\$ 14,145	\$ 20,620	SAR
Marine Patrol							
Sheriff	5%	John Ward			\$ 3,788	5,478	
Lieutenant_E	10%	Mike Espinoza - Sep	E13	E.5	\$ 6,905	10,094	
Marine Deputy III	100%	Ted Heath - Jul	S3	F	\$ 60,460	92,457	
Marine Deputy III	100%	Walter Scherbarth	S3	F	\$ 59,746	91,531	
	2.15	fte	Regular Salaries		\$ 130,898	\$ 199,561	
			Overtime		\$ -	4,547	
			Holiday payoff		\$ -	3	
38			Division Total		\$ 130,898	\$ 204,111	Marine
Forest Patrol							
Forest Deputy	100%	Terry Brown - Oct	S1	D	\$ 52,044	77,491	
	1.00	fte	Holiday payoff		\$ -	-	
			Division Total		\$ 52,044	77,491	Forest

Name	fte	Position	Range	Step	Total Salary	Total Cost
Corrections - Jail					\$	-
Sheriff	35%	John Ward	ELECTED	0	\$ 26,515	38,349
Captain	30%	open position	E15	A	\$ 17,093	24,513
Lieutenant_E	15%	Mike Espinoza - Sep	E13	E.5	\$ 10,357	15,142
Sergeant II_H	70%	Joel Hensley - Jan	S16	A	\$ 40,031	65,192
Corporal	100%	Lena Rupe -Mar	S16	A	\$ 48,944	74,237
Corrections Deputy II	100%	James Turner - Apr	S8	F	\$ 53,438	82,676
Corrections Deputy I	100%	Joshua Mullins - May	S7	C	\$ 43,075	66,543
Corrections Deputy I	100%	Mackenzie Burdett - Dec	S7	C	\$ 43,966	67,632
Correction Deputy I	100%	Curry-Roberts, Kolbey W	S7	A	\$ 40,354	63,223
Correction Deputy I	100%	Jeremy Belleque - Jan	S7	C	\$ 43,788	67,414
Correction Deputy I	100%	Curtis, Kyle E	S7	A	\$ 40,193	63,027
Correction Deputy I	100%	Laurie Fletcher - Oct	S7	B	\$ 42,207	65,457
Correction Deputy I	100%	Jeremy Krohn - Oct	S7	B	\$ 42,207	65,485
Correction Deputy I	100%	Anthony Tirado - Oct	S7	B	\$ 42,207	65,485
Correction Deputy I	100%	Ryan Brose - Apr	S7	B	\$ 39,228	62,568
Correction Deputy I	100%	Waylon Somers - May	S7	B	\$ 38,906	62,176
Corrections Deputy I	0%		S7	C		
Correction Deputy I	0%					
Correction Deputy I	0%					
Administrative Assistant	30%	Pam Dickson	S12	F	\$ 15,956	23,059
Facilities Maint Worker	50%	Tad Ringulet - Dec	U6	A.5	16,680	25,761
14.30 fte Regular Salaries					\$ 645,146	\$ 997,938
Holiday					\$ 7,500	9,642
Total Regular Salaries					\$ 652,646	\$ 1,007,581
Jail Nurse		Georganne Greene - Jul	520	0	\$ 26,000	30,476
Jail Nurse		Jeannine Williams-Barnard	150	0	\$ 26,000	30,476
Nurse Practitioner		Mary Frodermann	0	0	\$ 7,500	8,103
Total Irregular Salaries					\$ 59,500	\$ 69,055
Overtime					\$ 15,000	19,404
Division Total					\$ 727,146	\$ 1,096,040
					\$ -	Corrections

Name	fte	Position	Range	Step	Total Salary	Total Cost
Communications						
Sheriff	10%	John Ward	E13	E.5	\$ 7,576	10,957
Captain	20%	open position	E15	A	\$ 11,395	16,342
Lieutenant_E	20%	Mike Espinoza - Sep	E13	E.5	\$ 13,810	20,189
Sergeant II_H	15%	Joel Hensley - Nov	S18	C	\$ 9,238	\$ 25,251
Communications Deputy III	100%	Randy Ullom - Aug	S12	F	\$ 55,635	\$ 85,500
Communications Deputy III	100%	Kathy Mazur - Feb	S12	F	\$ 55,186	\$ 84,895
Communications Deputy III	100%	Cheryl McCool - Oct	S12	D	\$ 51,319	\$ 79,951
Communications Deputy I	100%	Stacy Wright - Dec	S10	D	\$ 46,171	\$ 70,323
Communications Deputy I	100%	Tracey Morse - Mar	S10	C	\$ 43,253	\$ 66,761
Communications Deputy I	100%	Storns, Deborah J	S10	A	\$ 40,032	\$ 62,830
Communications Deputy I	100%	open position	S10	A	\$ 40,032	\$ 62,830
Communications Deputy I	100%	Briana Francisco - Feb	S10	A	\$ 39,550	\$ 62,241
8.65	fte	Regular Salaries			\$ 413,197	\$ 648,070
		Holiday payoff		0 0	\$ -	\$ -
		<i>Total Regular Salaries</i>			\$ 413,197	\$ 648,070
		Irregular Employee			\$ -	-
		Overtime			\$ 8,500	10,928
96		Division Total			\$ 421,697	\$ 658,999
Adult Parol & Probation Division						
Sheriff	0%	John Ward	ELECTED		\$ -	-
Lieutenant_E	10%	Mike Espinoza - Sep	S18	C	\$ 6,905	10,094
Sergeant II_H	15%	Joel Hensley - Nov	S18	C	\$ 9,238	25,251
Sergeant II_D	100%	David Denney - Jul	S18	F	\$ 69,029	102,692
Adult P & P Officer II	100%	Mike Lang -Sep	S25	F	\$ 57,577	86,488
Adult P & P Officer I	100%	Dona Dotson - Jul	S24	E	\$ 50,805	74,643
Adult P & P Officer I	100%	Vicki Fisher - July	S24	F	\$ 49,403	72,968
4.25	fte	Regular Salaries			\$ 242,956	\$ 372,136
		Overtime			\$ 2,000	2,435
108		Division Total			\$ 244,956	\$ 374,572
					\$ -	P&P
Marijuana Eradication						
111		Overtime			\$ -	-
					\$ -	

Name	fte	Position	Range	Step	Total Salary	Total Cost
Emergency Services						
Sheriff	5%	John Ward	ELECTED	0	\$ 3,788	5,478
Lieutenant_E	5%	Mike Espinoza - Sep	S18	C	\$ 3,452	5,047
Emergency Services Coord	100%	Don Kendall - Jul	E10	A	\$ 46,702	61,423
	1.10 fte				\$ 53,942	\$ 71,949
	35.75 fte	Total FTE - excluding Patrol				

Sheriff - Patrol		Range	Step	Salary	Cost
Sheriff	20% John Ward	ELECTED	0	\$ 15,151	21,914
Captain	25% open position	E15	A	\$ 14,244	20,427
Lieutenant_E	10% Mike Espinoza - Sep	E13	E.5	\$ 6,905	10,094
Sergeant II_E	100% John Ensley- Sep	S18	D	\$ 63,492	100,599
Sergeant II_E	100% open position	S18	C	\$ 61,171	94,590
Road Deputy III	100% Phil McDonald - Jan	S3	F	\$ 58,081	88,644
Road Deputy III	100% Nathanael Hughes - Feb	S3	C	\$ 50,498	75,604
Road Deputy III	100% open position	S3	F	\$ 58,081	88,644
Road Deputy III	0% Rod McAllister - Jan	S3	F	\$ -	-
Road Deputy II	100% Jared Gray - Feb	S2	F	\$ 54,606	82,328
Road Deputy II	100% Mike Brace - Jan	S2	C	\$ 54,665	82,328
Road Deputy I	100% Matt Carballo - Aug	S1	F	\$ 51,981	73,440
Road Deputy I	100% Maia Mello - Dec	S1	B	\$ 44,596	68,400
Road Deputy I	100% open position	S1	B	\$ 44,596	68,400
Road Deputy I	100% open position	S1	A	\$ 44,596	68,400
Road Deputy I	100% open position	S1	A	\$ 44,596	68,400
Road Deputy I	100% open position	S1	A	\$ 44,596	68,400
Road Deputy I	100% open position	S1	A	\$ 44,596	68,400
Administrative Assistant	20% Pam Dickson	S12	F	\$ 10,638	15,372
14.75 fte				767,086	1,164,384
50.50 Total FTE					

Patrol	14.75
Civil / Criminal	4.10
Search & Rescue	0.20
Marine	2.15
Forest	1.00
Corrections	14.30
Communications	8.65
Parole & Probation	4.25
Emergency Services	1.10
	50.50

included in total fte.

Sheriff	1.00
Captain	1.00
Lieutenant_E	1.00
Lieutenant_D	-
Sergeant II_E	2.00
Sergeant II_D	1.00
Sergeant II_H	1.00
Administrative Assistant	1.00

Sheriff Local Option Levy- Option B - Committee
Sheriff FTE Local Option

Sheriff Local Option Levy - Option B					Elected	Command	Division
Dept.	Position	Salary Range	2014/15 Budgeted FTE				
<i>Civil and Criminal</i>							
421.20	County Sheriff	Elected	0.40	0.20			
421.20	Captain	E15	1.00		0.25		
421.20	Lieutenant	E13	0.30		0.15		
421.20	Detective III	S6	1.00			1.00	
421.20	Chief Civil Deputy II	S14	1.00			1.00	
	Civil Deputy I	S13				1.00	
421.20	Executive Administrative Assistant	S12	1.00			0.50	
421.20	Administrative Assistant	S				-	
		4.70				4.10	
<i>Search and Rescue</i>							
421.21	County Sheriff	Elected	0.10	0.05			
421.21	Lieutenant	E13	0.25		0.15		
		0.35				0.20	
<i>Marine Patroll</i>							
421.23	County Sheriff			0.05			
421.23	Lieutenant	E13	0.05		0.10		
421.23	Marine Deputy III	S3	2.00			2.00	
		2.05				2.15	
<i>Forest Patrol</i>							
421.24	Forest Patrol Deputy	S1	1.00			1.00	
		1.00				1.00	
<i>Corrections</i>							
421.26	County Sheriff	Elected	0.25	0.35			
	Captain	E15			0.30		
421.26	Lieutenant	E13	0.75		0.15		
421.26	Sergeant II	S18				0.70	
421.26	Corporal	S16	1.00			1.00	
421.26	Corrections Deputy III	S9	1.00				
421.26	Corrections Deputy II	S8	1.00			1.00	
421.26	Corrections Deputy I	S7	10.00			10.00	
421.26	Facilities Maintenance Worker	U6	0.50			0.50	
421.26	Administrative Assistant					0.30	
421.26	Health Care Performance Officer	2 Irregular					
421.26	Jail Nurse Practitioner	Irregular					
		14.50				14.30	
<i>Communications</i>							
421.51	County Sheriff	Elected	0.15	0.10			
	Captain	E15			0.20		
421.51	Lieutenant	E13	0.45		0.20		
421.51	Sergeant II					0.15	
421.51	Corporal	S16					
421.51	Communications Deputy III	S12	4.00			3.00	
	Communications Deputy II						
421.51	Communications Deputy I	S10	3.00			5.00	
		7.60				8.65	

**Sheriff Local Option Levy- Option B - Committee
Sheriff FTE Local Option**

Sheriff Local Option Levy - Option B				Elected	Command	Division
Dept.	Position	Salary Range	2014/15 Budgeted FTE			
<i>Adult Parole and Probation</i>						
423.50	County Sheriff					
423.50	Lieutenant	E13	0.15	0.10		
423.50	Sergeant II	S18	1.00		1.15	
423.50	Adult Parole & Probation Officer II	S25	1.00		1.00	
423.50	Adult Parole & Probation Officer I	S24	2.00		2.00	
		4.15				4.25
<i>Emergency Services</i>						
429.10	County Sheriff	Elected	0.10	0.05		
429.10	Lieutenant	E13	0.05		0.05	
429.10	Emergency Services Coord	E10	1.00		1.00	
		1.15				1.10
Totals - Excluding Patrol				FY 2015/2016		
				0.80	1.65	33.30
						35.75
<i>Road Patrol</i>						
	County Sheriff	Elected		0.20		
	Captain	E15			0.25	
	Lieutenant				0.10	
421.20	Sergeant II	S18	1.00			2.00
421.20	Road Deputy III	S3	3.00			3.00
421.20	Road Deputy II	S2	2.00			2.00
421.20	Road Deputy I	S1	5.00			7.00
421.20	Administrative Assistant					0.20
	Road Patrol		11.00			14.75
						Total FTE 50.50
	County Sheriff		1.00	1.00		
	Captain		1.00		1.00	
	Lieutenant		2.00		1.00	
	Sergeant II		2.00			4.00

Sheriff Local Option Levy- Option B - Committee

Dept.	Position	Salary Range	2014/15 FTE	Elected	Command	Division	Sheriff Local Option Levy
<i>Civil and Criminal</i>							
	421.20 County Sheriff	Elected	0.40	0.15			
	421.20 Captain	E15	1.00		0.15		
	421.20 Lieutenant	E13	0.30		0.30		
	421.20 Detective III	S6	1.00			1.00	
	421.20 Chief Civil Deputy II	S14	1.00			1.00	
	421.20 Civil Deputy I	S13				1.00	
	421.20 Executive Administrative Assistant	S12	1.00			1.00	
	421.20 Administrative Assistant	S				-	
		4.70					
<i>Road Patrol</i>							
	County Sheriff	Elected		0.25			
	Captain	E15			0.25		
	421.20 Sergeant II	S18	1.00			2.00	
	421.20 Road Deputy III	S3	3.00			3.00	
	421.20 Road Deputy II	S2	2.00			2.00	
	421.20 Road Deputy I	S1	5.00			7.00	
		11.00					
<i>Search and Rescue</i>							
	421.21 County Sheriff	Elected	0.10	0.10			
	421.21 Lieutenant	E13	0.25		0.25		
		0.35					
<i>Marine Patrol</i>							
	421.23 Lieutenant	E13	0.05		0.05		
	421.23 Marine Deputy III	S3	2.00			2.00	
		2.05					
<i>Forest Patrol</i>							
	421.24 Forest Patrol Deputy	S1	1.00			1.00	
		1.00					
<i>Corrections</i>							
	421.26 County Sheriff	Elected	0.25	0.25			
	Captain	E15			0.30		
	421.26 Lieutenant	E13	0.75		0.75		
	421.26 Sergeant II	S18					
	421.26 Corporal	S16	1.00			1.00	
	421.26 Corrections Deputy III	S9	1.00			-	
	421.26 Corrections Deputy II	S8	1.00			1.00	
	421.26 Corrections Deputy I	S7	10.00			10.00	
	421.26 Facilities Maintenance Worker	U6	0.50			0.50	
	421.26 Health Care Performance Officer	2 Irregular					
	421.26 Jail Nurse Practitioner	Irregular					
		14.50					
<i>Communications</i>							
	421.51 County Sheriff	Elected	0.15	0.15			
	Captain	E15			0.30		
	421.51 Lieutenant	E13	0.45		0.45		
	Corporal	S16				-	
	421.51 Communications Deputy III	S12	4.00			3.00	
	Communications Deputy II					-	
	421.51 Communications Deputy I	S10	3.00			5.00	
		7.60					
<i>Adult Parole and Probation</i>							
	423.50 Lieutenant	E13	0.15		0.15		
	423.50 Sergeant II	S18	1.00			1.00	
	423.50 Adult Parole & Probation Officer II	S25	1.00			1.00	
	423.50 Adult Parole & Probation Officer I	S24	2.00			2.00	
		4.15					
<i>Emergency Services</i>							
	429.10 County Sheriff	Elected	0.10	0.10			
	429.10 Lieutenant	E13	0.05		0.05		
	429.10 Emergency Services Coord	E10	1.00			1.00	
		1.15					
Totals		46.50		1.00	3.00	46.50	
County Sheriff			1.00	1.00			
Captain			1.00		1.00		
Lieutenant			2.00		2.00		

Salary Ranges		A	B	C	D	E	F
Emergency Services Coord	E10	46702	49037	51489	54063	56767	59605
Lieutenant	E13	55410	58181	61090	64144	67351	70719
Captain	E15	62323	65439	68711	72147	75754	79542
Road/Marine/Forest Deputy I	S1	40283	42297	44412	46633	48964	51412
Road/Marine/Forest Deputy II	S2	42274	44388	46607	48937	51384	53954
Road/Marine/Forest Deputy III	S3	44386	46605	48936	51382	53951	56649
	S4	41677	43761	45949	48246	50659	53192
	S5	43767	45955	48253	50666	53199	55859
Detective III	S6	46970	49319	51784	54374	57092	59947
Corrections Deputy I	S7	37802	39692	41677	43761	45949	48246
Corrections Deputy II	S8	39682	41666	43749	45937	48234	50645
Corrections Deputy III	S9	41677	43761	45949	48246	50659	53192
Communications Deputy I	S10	37802	39692	41677	43761	45949	48246
Communications Deputy II	S11	39682	41666	43749	45937	48234	50645
Communications Deputy III	S12	41677	43761	45949	48246	50659	53192
Exec Admin	S13	37802	39692	41677	43761	45949	48246
Civil Deputy I	S14	39682	41666	43749	45937	48234	50645
Chief Civil Deputy II	S15	41677	43761	45949	48246	50659	53192
Corporal	S16	45845	48137	50544	53071	55725	58511
	S17	50330	52847	55489	58263	61176	64235
Sergeant II	S18	52836	55478	58252	61164	64222	67434
Adult Parole & Probation Officer I	S24	40735	42772	44910	47156	49514	51989
Adult Parole & Probation Officer II	S25	42800	44940	47187	49546	52024	54625
	S26	44923	47169	49528	52004	54604	57334
	S27	33536	35213	36973	38822	40763	42801

2014-2015 ADOPTED BUDGET APPROPRIATIONS

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Tab

	Personal Services	Materials & Services	Capital Outlay	Debt Service	Interfund Transfers	Operating Contingencies	Other Expenses	14/15 Total Appropriations
Commissioners' Office	3,403	900	-	-	303	-	-	4,606
Board of Property Tax Appeals	50,000	1,794,386	-	-	-	-	-	1,844,386
Non-Departmental	124,118	63,062	-	-	17,847	-	-	205,027
Elections	64,366	43,956	-	-	10,340	-	-	118,662
Tax Collection	101,473	13,806	-	-	8,758	-	-	124,037
Treasurer's Office	426,351	146,476	5,500	-	49,914	-	-	628,241
Assessor / GIS	279,612	61,377	-	-	37,397	-	-	378,386
District Attorney	155,449	18,992	10,000	-	18,251	-	-	202,692
Recording	48,738	4,460	-	-	5,231	-	-	58,429
Surveyor	3,510,551	795,734	-	-	577,234	-	-	4,883,519
Sheriff	407,498	113,298	-	-	51,395	-	-	572,191
Juvenile	75,750	80,923	-	-	14,258	-	-	170,931
Emergency	16,829	844	-	-	1,976	-	-	19,649
Solid Waste	53,794	13,078	-	-	6,281	-	-	73,153
RSVP	63,064	8,926	-	-	5,813	-	-	77,803
Veterans	5,380,996	3,160,218	40,000	-	363,950	-	-	403,950
Other Requirements	5,380,996	3,160,218	55,500	-	1,168,948	-	-	9,765,662
General Fund Total Appropriations	5,380,996	3,160,218	55,500	-	1,168,948	-	-	9,765,662
BODY								
Commissioners	274,816	18,900	-	-	-	-	-	293,716
Road Department Fund	1,469,523	1,577,331	2,417,163	-	360,252	100,000	-	5,924,269
Roadside Improvement								
Court Mediation Fund		9,201	-	-	-	-	-	9,201
Bike & Footpath Fund					51,400	-	-	51,400
Clerk's Reserve		15,000	-	-	10,000	-	-	25,000
Cornerstone Preservation Reserve Fund					35,000	40,634	-	75,634
State Court Security Fund		60,000	96,050	-	-	-	-	156,050
Emergency Communications Fund					-	-	-	-
Law Library Fund	18,012	9,694	-	-	2,324	-	-	30,030
Hager-Law-Enforcement Fund					-	-	-	-
Economic Development Fund	100,506	31,060	-	-	10,063	-	-	141,629
Sheriff's Reserve Fund		68,146	-	-	55,000	-	-	123,146
Brookings Airport Fund		16,380	710,000	-	39,360	-	-	765,740
Pt Orford Landfill Trust		30,900	30,000	-	-	122,078	-	182,978
Towers Maintenance		68,980	35,000	-	5,736	-	-	109,716
County Parks Fund	26,311	61,404	15,000	-	13,823	-	-	116,538
CASA Program					-	-	-	-
Home Health - Hospice Fund					-	-	-	-
Victims' Assistance Fund	41,501	11,638	-	-	4,402	-	-	57,541
Child Advocacy/ Crisis Assessment	29,718	25,942	-	-	4,299	-	-	59,959

2014-2015 ADOPTED BUDGET APPROPRIATIONS

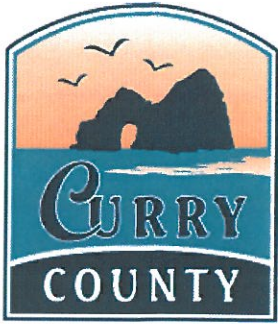
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Tab

	Personal Services	Materials & Services	Capital Outlay	Debt Service	Interfund Transfers	Operating Contingencies	Other Expenses	14/15 Total Appropriations
County Fair Fund	91,781	222,495	54,500	-	18,540	-	-	387,316
Human Services Fund	-	21,000	-	-	-	-	-	21,000
Hammond House Fund	-	-	-	-	-	-	-	-
Public Services Fund	339,356	60,654	-	-	39,503	-	-	439,513
Public Health Fund	7,676	125,000	-	-	-	-	-	132,676
Administrative Services Fund	621,668	436,297	500	-	21,724	5,000	-	1,085,189
General Services Fund	-	133,106	-	-	106,670	-	-	239,776
Vehicle Replacement Fund	-	316	322,657	-	3,670	-	-	326,643
Road Capital Improvement Fund	-	10,001,425	10,000,000	-	3,881,083	-	-	23,882,508
Building Repair Reserve Fund	-	-	-	-	-	-	-	-
County Lands Fund	-	5,616	-	-	-	-	-	5,616
Cable TV Franchise Fund	66,714	62,956	-	-	48,660	-	-	178,330
Cable TV Peg Access Fund	-	12,704	60,000	-	-	-	-	72,704
Construction Projects Fund	48,417	32,798	172,456	16,710	15,619	-	-	286,000
Children & Families Fund	-	55,463	-	-	1,000	-	-	56,463
General Fund Equipment Self-Insurance Fund	-	87,240	-	-	40,000	-	-	127,240
Road Fund Equipment Self-Insurance Fund	-	1,068,000	50,000	-	50,000	-	-	1,168,000
Bridge Lighting	-	281	-	-	-	-	-	281
Unemployment Expense Reserve Fund	-	401,745	-	-	-	-	-	401,745
PERS Expense Reserve Fund	-	265,000	-	-	-	-	-	265,000
County Schools Fund	-	-	-	-	-	-	-	-
Title III Reserve Fund	-	680,237	-	-	308,459	-	-	988,696
Other Funds Total Appropriations	3,135,999	15,676,909	13,963,326	16,710	5,126,587	267,712	-	38,187,243
County Total Appropriations	8,516,995	18,837,127	14,018,826	16,710	6,295,535	267,712	-	47,952,905

Footnote: The following is a listing of the budgeted ending fund balances for the 2014-2015 fiscal year. These amounts are a part of the 2014-2015 fiscal year budget, but are not to be appropriated. There is no spending authority given to unappropriated fund balances.

General Fund	-	Road Department Fund	450,871
Cornerstone Preservation Reserve Fund	35,000	Roadside Improvement	22,350
Clerk's Reserve	19,690	Road Capital Improvement Fund	8,541,492
Pt Orford Landfill Trust	75,000		
Administrative Services Fund	-		
General Fund Total Resources	9,765,662	Total Unappropriated Fund Balances	9,144,403
Road Funds Resources	39,989,490	Total County Budget for Fiscal 2014/2015	57,097,308
Other Non-General Fund Total Resources	7,342,156		



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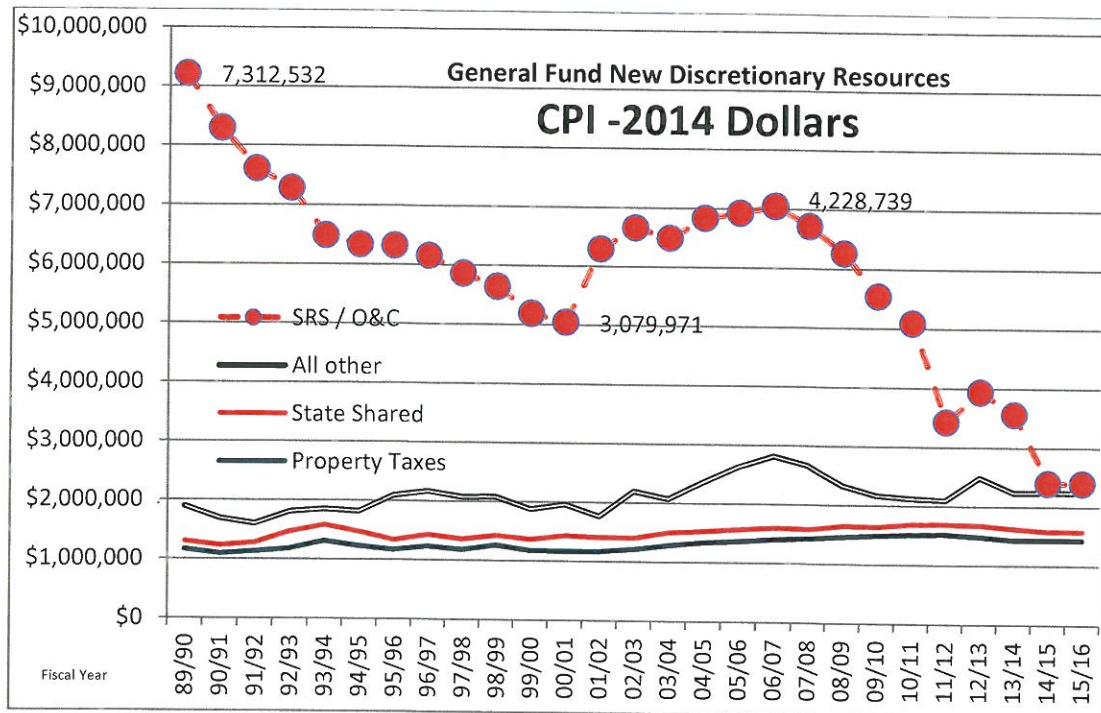
Budget Message for Curry County, Oregon Fiscal Year 2014-2015

To: Curry County Residents, Budget Committee Members and County Commissioners:

The following presentation is the Curry County budget for the fiscal year beginning July 1, 2014 and ending June 30, 2015. This annual financial and program plan presents the revenues and expenditures (including capital outlay and transfers) for the next fiscal year. All County resources must be budgeted whether appropriated or reserved for the future.

The Historical Perspective graph below shows the 2014 value of General Fund new discretionary resources from 1990 to 2014.

Historical Perspective: General Fund



The \$4,070,806 O&C funds the General Fund received in 1990 would be worth \$7,312,532 in 2014 CPI adjusted dollars. That amount is sufficient to fund the entire 2013 /2014 General Fund operating budget without using other Federal, State, Road and Tax funds.

The County reduced spending in 2006-2007 when faced with losing Federal Safety-Net funding. Passage of PL 110-343 (SRS 2008) in October 2008 funded four more annual safety net payments based on declining percentage of the October 2006 payment. A one year extension was added to the Transportation Bill that was signed June 26, 2012. A second one year extension was added to the Helium Stewardship Bill that was signed October 2, 2013 and finally released April 15, 2014.

Federal Payments 2002 to 2014

Federal Payments		GenFund O&C	Road USDA/FS	T-III	Curry County		USDA/FS to Schools	Received
to Curry County		3,373,409	3,343,347	394,308	7,111,064	90%	1,114,449	6/30/02
		3,400,396	3,369,753	612,036	7,382,185	93%	1,123,251	11/30/02
		3,441,201	3,410,437	452,632	7,304,270	92%	1,136,812	11/3/03
		3,485,936	3,455,746	399,720	7,341,402	93%	1,151,915	10/29/04
		3,566,116	3,539,706	744,786	7,850,608	99%	1,171,590	10/25/05
	100%	3,601,774	3,574,334	664,482	7,840,590	99%	1,191,445	10/24/06
1 year extension		3,594,382	3,561,482	751,079	7,906,943	100%	1,187,161	11/26/07
SRS 2008	Pmt 1 90%	3,241,597	3,211,926	619,637	7,073,160	89%	1,070,642	12/22/08
	Pmt 2 81%	2,917,437	2,890,733	557,673	6,365,843	81%	963,578	11/22/09
	Pmt 3 73%	2,629,295	2,605,229	502,594	5,737,118	73%	868,410	11/2/10
	Pmt 4 45%	1,079,053	1,373,422	239,671	2,692,146	34%	457,807	1/19/12
1 Yr Ext signed 6/28/2012	95% of last	1,162,829	1,648,173	271,524	3,082,526	39%	549,391	2/7/13
	sequestration	63,309		5,214	68,523			5/24/13
1 Yr Ext signed 10/02/2013	95% of last	1,205,796	1,538,593	268,244	3,012,634	38%	512,864	4/15/14

The last SRS payment was received April 16, 2014. Use of restricted Road money and other reserves allows the General Fund to carry most of the last two SRS payments forward to the 2014/2015 budget. The 2014/2015 proposed budget does include timber harvest payments of up to \$150,000 for General Fund and \$90,000 for Road Fund.

Oregon Senate Bill 496 signed into law June 24, 2013 allows 7 counties (Coos, Curry, Douglas, Josephine, Klamath, Lane and Linn) to take restricted Road funds to pay the cost of Sheriff's patrol of county roads. Section 3 chapter 75, Oregon Laws 2012, and section 1 of this 2013 Act, is repealed on January 2, 2016. The 2014/2015 Proposed Budget includes using Road reserve money to fund Sheriff's Road Patrol \$1,500,000 and Dispatch \$100,000. Road Operations & Maintenance will also draw \$2,425,000 from the Road reserve money. If the taking of Road money for patrol is renewed and \$4.5 to \$5 million use rate continues the Road funds will be all used in 5 to 6 years.

Oregon and California (O&C) railroad lands:

Curry County and 17 other O&C Counties historically received a major portion of their discretionary revenue from timber harvest on O&C BLM lands. Consequently most of the O&C Counties had extremely low property tax rates, especially when compared to counties, special districts and cities that did not receive O&C timber harvest revenue. In 1997 Measure 50 set a permanent rate limit for each individual local government in Oregon: Josephine \$0.5867, Curry \$.05996, Coos \$1.0799, Douglas \$1.1124, Lane \$1.2793 and Linn \$1.2736. Secure Rural Schools and Community Self-Determination Act of 2000 (SRS), Public Law 106-393, was enacted to provide stabilization to rural areas dependent on timber harvest payments. Department of Interior / BLM payments are distributed 85% to General Fund, 8% to Regional Advisory Committee (RAC), and 7% to Title III. United States Department of Agriculture / Forest Service payments are distributed 64% to Road Fund, 21% to County Schools, 8% to RAC, and 7% to Title III. At this time there is virtually no expectation that SRS will be extended again. There is ongoing discussion whether Federal PILT (Payments In Lieu of Taxes) to counties should be increased, continued, or eliminated.

County Budget Changes:

The total County budget is \$57.3 million in 2014/2015 compared to \$75.6 million in 2010/2011. The following actions contributed to reducing the total County budget.

- \$5.6 million: Declining federal payments (SRS, O&C, Timber) results in fewer resources. Because all resources must be budgeted a smaller budget is the result.
- \$3.7 million: Home Health & Hospice transitioned to Coastal Home Health & Hospice a private non-profit July 2011.
- \$5.7 million: Human Services, Hammond House and Public Health transferred to Curry Community Health a private non-profit.
- \$2.3 million: General Fund use of reserve funds for operations and Sheriff Patrol.
- \$1.1 million: Pass through of SRS funds to County schools.
- \$6.0 million: Reduction in payroll budgets.

General Fund changes:

The County Commissioners passed a resolution April 2, 2014 establishing an Internal Service Fund (ISF) called the "Commissioners" Fund and providing for a new Administrative Services department. The purpose of the Commissioners' Fund is to provide funding for Commissioners' salary and benefits as well as travel and related

material and services costs based on the cost of governance. Initial funding in the 2014/2015 budget is 30% directly from the General Fund and the remaining 70% is cost allocated to all County departments based on a percentage of operating budget in the same manner as cost recovery of Administrative Services departments.

The Commissioners' support staff and general office costs are now in the ISF Administrative Services Fund, Commissioners Office Department. This department does not include any elected officials payroll costs.

The General Fund

The General Fund includes elected officials: **Clerk** Elections & Recording, **Assessor**/Tax Collector, **Treasurer**, **Surveyor**, and **Sheriff**. **District Attorney** is an elected state employee. These elected officials and the District Attorney are included in the following departments.

General Fund Departments Sources of Funding:

Law Enforcement includes District Attorney, Sheriff, Criminal, Civil, Road Patrol, Marine Patrol, Jail, Search & Rescue, 911 Dispatch, Emergency Management, and Juvenile. Law enforcement's \$6.1 million budget is funded by \$1.6 million restricted Road funds for Patrol, \$1.4 million restricted Federal and State resources, and \$2.6 million General Fund discretionary resources.

Elections department is funded 87% by discretionary General Fund resources.

Recording department is funded 60% by document recording fees.

Assessment department is funded 28% by State resources and 70% by General Fund discretionary resources. Assessment updates property values and imposed \$23.5 million in taxes 2013-2014.

Tax department issues tax statements to property owners and collects and records tax payments received. Department is funded 72% by discretionary resources. \$22.3 million in taxes were collected for the year ending June 30, 2013.

Treasurer department is responsible for managing the County's bank accounts and distributing property taxes received to the taxing districts. Department is funded 94% by discretionary resources. Tax distributions included \$11.8 million to schools, \$5.2 million to special districts, \$3.8 million to cities and \$1.47 million to County General Fund.

Surveyor is funded 62% by Cornerstone Preservation fees from document recording.

Retired Senior Volunteer Programs (RSVP), and Veterans Services are approximately 50% funded by Federal and State grants.

General Fund Discretionary Resources:

Discretionary resources are funds received by the County General Fund that may be used for any lawful purpose as determined by the governing body. General Fund Discretionary Resources are in the Non-Departmental budget and include funds being carried forward from the prior fiscal year. Carry forward funds include: 1) Non-spendable which is loans to Fair and Coastal HHH and property taxes receivable, 2) Prior year Working Capital Reserve, and 3) Unassigned are all other resources not expended in the prior budget year.

General Fund New Discretionary Resources:

New Discretionary Resources are only those new revenues expected to be received during the budget year and do not include any carry forward or special purpose restricted funds.

	2006/2007 actual	2014/2015 budget
Property Taxes:	\$1,233,883	\$1,440,000
Federal Payments	\$3,601,774	\$ 150,000
All other resources	<u>\$1,382,071</u>	<u>\$ 523,258</u>
Total New Resources	\$6,217,728	\$ 2,113,258

County Road Fund Budgets:

Restricted County Road Funds account for \$40 million of the \$57.3 million budget. Road Funds include Road Operations, Bike & Footpath, Road Equipment Self Insurance, and Road Capital Improvement. Road funds are restricted for county road maintenance and construction by Oregon Constitution Article IX, Section 3a, Federal Law 16 U.S. Code 500, State statute ORS 294.060.

	<u>2006/2007 actual</u>	<u>2014/2015 budget</u>
Road Operations:	\$6,034,001	\$ 6,316,764
Bike & Footpath	\$ 97,081	\$ 0
Road Self Insurance	\$1,121,980	\$ 1,168,000
Road Cap Reserve	<u>\$ 20,754,026</u>	<u>\$29,998,995</u>
Total Road Funds	<u>\$ 28,007,088</u>	<u>\$37,483,759</u>
(excluding Road to Road transfers)		

The Budget Document

The budget document is an operations guide, financial plan, as well as a statement of significant policies and changes. It represents the plan of action that Curry County will take in addressing its current needs and in planning for the future. The Curry County Board of Commissioners is presenting a balanced budget for FY 2014 -2015.

Financial Policies

Basis of Accounting

Curry County uses the modified accrual basis of accounting. This means that revenues are recognized when they become measurable and available. “Measurable” means the amount of the transaction can be determined and “available” means collectible within the current period or soon enough thereafter to be used to pay the liabilities of the current period. Expenditures are recognized in the period that they are incurred. The County uses accounting procedures that are in compliance with Generally Accepted Accounting Principles (GAAP). Financial statements are issued in compliance with standards as determined by the Governmental Accounting Standards Board (GASB).

Internal Service Fund (ISF) Cost Recovery:

The County uses cost recovery methodologies to fully recover the costs associated with providing internal services to the various County departments. Cost recovery based on a percentage of budget, excluding transfers and unappropriated, is the primary cost recovery method for Commissioners’ Fund and Administrative Services Fund (Commissioners’ Office staff, Accounting, Payroll, Counsel’s Office, IT/Telecommunications). Occupancy, building and office space, is based on square footage occupied and is calculated to recover the full costs related to utilities, minor repairs and staff to operate the buildings.

General Services Fund fuels, services and maintains all County vehicles except Road Fund vehicles. Cost recovery is based on mileage and priced to fully recover the cost of fleet operations. Vehicle Replacement Fund provides a buffer for departments to purchase a vehicle over time or outright as necessary. General Equipment Self Insurance is a cost effective alternative to purchased insurance for losses to vehicles and equipment. Cost Recovery is mileage based through General Services Fund. Road Equipment Self Insurance covers the Road equipment and is replenished if necessary from Road funds. Unemployment Reserve is a fund to pay the County quarterly self-insured unemployment claims. The fund reduces year to year fluctuations and all departments pay a percentage of salary & wages to maintain the fund. Elected officials are not eligible for unemployment and are not included. PERS Reserve was initially established to cover an expected large unfunded liability. If rate increases are significant the Commissioners may authorize funds be used to reduce the cost impact on departmental budgets.

Staff Additions

Staffing FTE by position is included in the departmental organization section at the beginning of the budget details (page ____) and on the page at the beginning of each department. (Payroll details are not included in this budget document but are included in the Master Payroll Order that is published in July.)

Cost of Living/PERS/Health-Dental-Vision Insurance

The FY 2014-2015 budget reflects a 0.0% Cost of Living Adjustment (COLA) for SEIU union employees, a 0.0% COLA for Teamsters union members and 0.0% COLA for elected officials, managers, and other non-represented employees. There will not be a PERS rate increase July 1, 2014. The FY 2014-2015 health coverage for an SEIU employee remains capped at a \$1,000 per month with the employee picking up the balance of the premium. Non-represented employees and elected officials are capped at \$1,000 per employee and Teamster employees have a cap of \$1,100 per month with the employees picking up the balance of the premium. Members of the Teamsters bargaining unit receive a \$50.00 per month contribution to a personal HRA (Health Reimbursement Account).

NOTE: Teamsters (Sheriff Deputies) union agreement expires June 30, 2014. No funds are set aside in the budgets for Step or benefit increases beyond the current union agreement or for a COLA. The SEIU union agreement expires June 30, 2015.

Union Negotiations

Teamsters' contract expires June 30, 2014 and a tentative agreement was reached on May 1, 2014.

County Fees Policy

The County has set a policy of increasing fees the first week of July. These increases are made only after an analysis of the costs related to providing those services. ORS 203.115 allows the County governing body to set fees twice annually.

Unemployment Reserve Contribution

The County is a direct reimbursement employer and the Unemployment Fund is to assure that the County has enough money to pay the unemployment liabilities as billed by the State on a quarterly basis. The BOC determines whether to charge each department/fund that has a payroll within the County or relies on the General Fund for interim funding until enough monies have been reserved to offset any possible substantial layoffs that might occur. Each layoff or termination has a \$20,000 potential cost to the County. The Fund

currently has resources for up to 20 unemployment claims. The 2013/2014 budget draws \$150,000 from the fund. There is no General Fund draw in the 2014-2015 Proposed Budget.

PERS Reserve Contribution

The BOC put the PERS reserve aside to partially cover the exposure the County retains as its share of the unfunded PERS liability. The 2013/2014 budget draws \$100,000 from the PERS fund. There is no General Fund draw in the 2014-2015 Proposed Budget.

Changes in Revenue and Appropriations/Permanent Tax Rate/Unappropriated Fund

- Revenues are estimated at conservative levels while including all expenditures and probable increases in program expenditures.
- Reserved Title III funds are included in the budget where appropriate and approved.
- The County's permanent tax rate is \$.5996 per \$1,000 assessed valuation.
- The 2014-2015 General Fund Budget reflects a \$3.4 million beginning fund balance with \$249,917 non-spendable, \$850,000 committed to working capital, and \$234,314 Operating Reserve.

Capital Projects and Major Building Repairs

During 2013/2014 Commissioners, Sheriff and Facilities Manager determined that replacing the Jail HVAC system at a cost of \$51,000 to be more critical to health and safety than the \$100,000 budgeted for the roof project. 2014-2015 budget includes a \$150,000 State of Oregon Department of Justice grant to replace the Courthouse roof. \$500,000 is budgeted in the Brookings Airport Fund to construct fencing to keep elk off the runway. \$450,000 will be funded by Federal Aviation grants.

Road Fund 2013/2014 capital projects budgeted at \$1.9 million is on track to be completed within budget. During 2013-2014 no Road Capital Improvement Fund capital projects were undertaken and it is not expected there will be expenditures against the \$10 million capital budget in that fund. Road Fund 2014-2015 capital projects \$2.1 million budget includes bridge and road improvements and equipment.

Federal and State Regulations:

Federal grant funding requires strict accountability and reporting of expenditures unless the grant specifically allows co-mingling or combining with other funding sources. In some cases it is necessary to specifically track the grant match expenditures separately from the grant funded expenditures. Federal money cannot be used to match federal grants.

State grant funding usually includes Federal pass through funding and also requires strict accountability for most funding streams that are not General Fund discretionary use.

County budgets are categorized by Funds, an Oregon Budget Law entity, and departments within those Funds to efficiently account for the respective functions and related funding sources. It is more efficient to utilize separate departments for grants that include staffing. Other single purpose grants such as the Federal Aviation Airport Improvement grant can be tracked with a few account numbers within a department.

SUMMARY

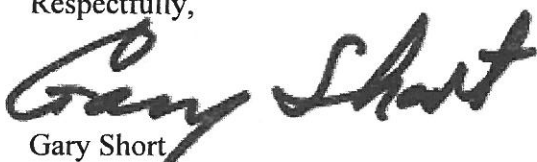
The County is mandated to provide certain services and will do so as funding allows.

Total County Budget Appropriations: Including Unappropriated.

2010/2011	\$75,616,356	\$69,658,475 Excluding Transfers:
2011/2012	\$68,801,592	\$64,161,665 Excluding Transfers:
2012/2013	\$64,570,894	\$56,958,127 Excluding Transfers:
2013/2014	\$54,999,571	\$50,304,936 Excluding Transfers:
Proposed:		
2014/2015	\$57,280,905	\$50,231,483 Excluding Transfers:

The County Board of Commissioners and staff remain dedicated to providing the best possible service to its residents. They ask for the continued involvement of its citizens in County committees, boards, and events.

Respectfully,

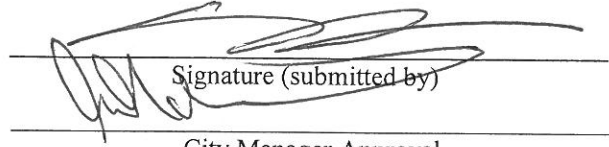

Gary Short
Curry County Accountant

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: 3/23/15

Originating Dept: Parks


Signature (submitted by)

City Manager Approval

Subject: Resolutions for submission of a Local Government Grant application to the Oregon Parks and Recreation Department (OPRD) for Azalea Park Ball Field Rehabilitation Project – Phase One

Recommended Motion: Adopt Resolution 15-R-1052 authorizing submission of a Local Government Grant application to the Oregon Parks and Recreation Department for park improvement projects at Azalea Park.

Financial Impact: The total cost for the Azalea Park Ball Field Rehabilitation – Phase One project is estimated at \$353,546. OPRD is administering the Local Government Grant requiring a 40% match. If successful, the required match would be \$141,418. Of the required match, \$77,710 is in kind from a combination of resources including a \$25,000 pledge from the Brookings Harbor Adult Softball Association, \$10,000 from a pending West Family Foundation Grant, pending Public Works CIP projects for next fiscal year as well as \$12,480 in material donations. This project is also eligible to receive urban renewal funds as well as Parks SDC's.

Background/Discussion: The proposed Athletic Field Reconfiguration (see Attachment c) would reorient field #1, and shift its location to abut field #2. This would improve the location of the restroom/concession building by placing it in a neutral location relative to the ball fields. The field area vacated by field #1 would then be redeveloped into a multipurpose field for soccer and other athletic events. The ball fields #1 and #2 will also have the ability to accommodate soccer fields in the outfields.

Phase one of this four phased project includes the construction of new backstops and dugouts, a restroom/concession building, maintenance building, associated infrastructure, as well as connecting ADA ramps and pathways throughout the complex.

Attachment(s):

- a. Resolution 15-R-1052
- b. Azalea Park Reconfiguration – Schematic Plan

CITY OF BROOKINGS

RESOLUTION 15-R-1052

A RESOLUTION OF THE CITY OF BROOKINGS AUTHORIZING SUBMISSION OF A LOCAL GOVERNMENT GRANT APPLICATION TO THE OREGON PARKS AND RECREATION DEPARTMENT FOR A BROOKINGS PARKS IMPROVEMENT PROJECT.

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, the City of Brookings desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements to public park areas; and

WHEREAS, the City Council has identified improvements at Azalea Park as a high priority in the Parks Master Plan and

WHEREAS, the Azalea Park Ball Field Rehabilitation Project – Phase One will enhance the visitor's experience; and

WHEREAS, grant funding for the Azalea Park Ball Field Rehabilitation Project – Phase One will be used to develop an area adjacent to the existing ball fields with the installation of a new restroom/concession building, play structure and associated ADA compliant walkways.

WHEREAS, the City of Brookings will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

WHEREAS, the City of Brookings hereby certifies that the matching share for this application is readily available at this time;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brookings, Oregon, does hereby authorize the submission of a Local Government Grant Program application to the Oregon Parks and Recreation Department for the Azalea Park Ball Field Rehabilitation Project – Phase One, as described herein.

Passed by the City Council _____, 2015 and made effective the same date.

Attest:

Mayor Ron Hedenskog

City Recorder Joyce Heffington

AZALEA PARK FIELDS



Legend

- TOWNSHIPS
- CITY LIMITS
- URBAN GROWTH BOUNDARY

PARKING (100)

PAVED PATH

PLAYGROUND / PICNIC AREA

RESTROOM / CONCESSIONS/ STORAGE

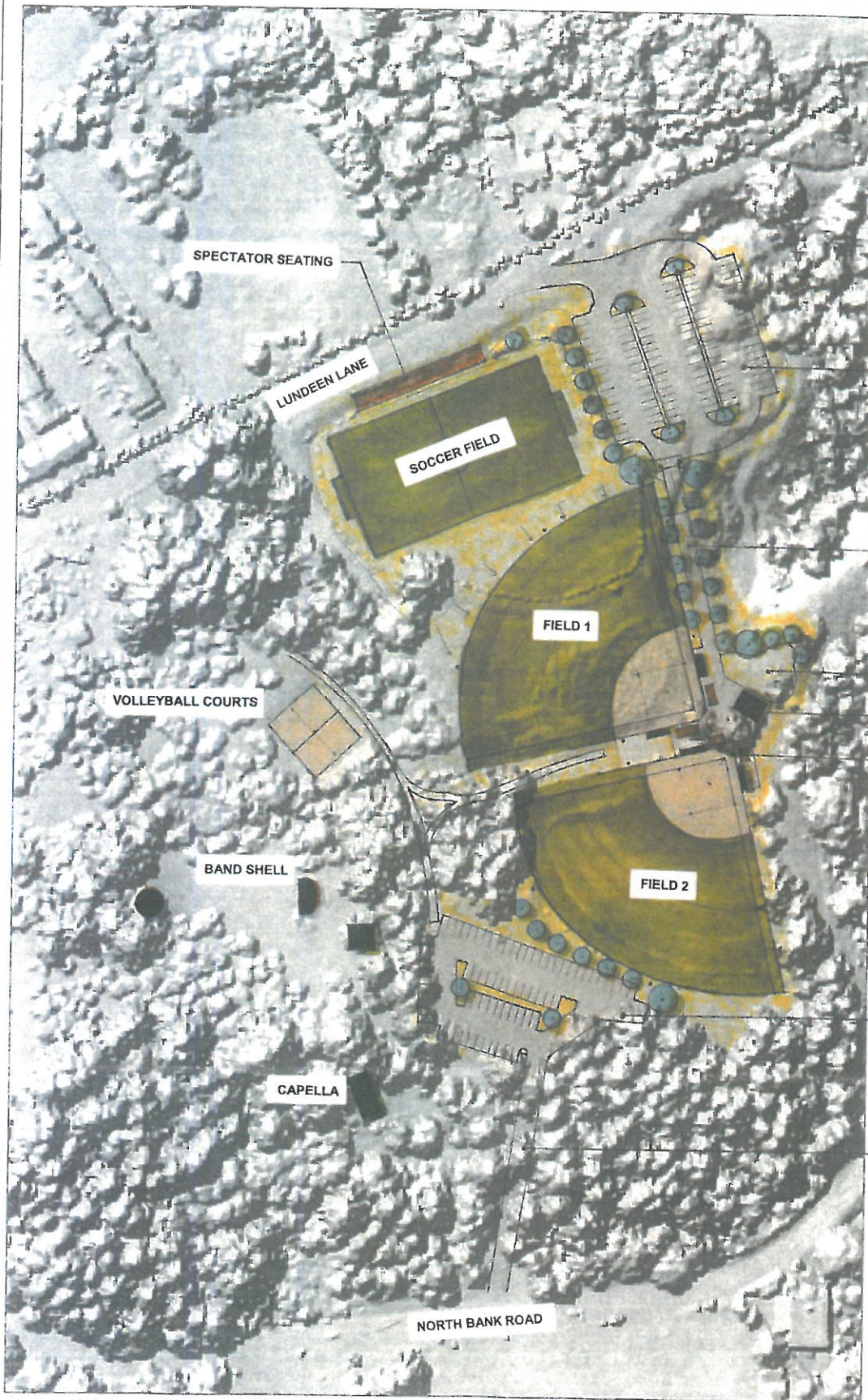
SPECTATOR SEATING

PARKING (75)

NORTH BANK ACCESS



Scale: 1:1,200



0 120 240 360 ft.

Map center: 42° 3' 29.9" N, 124° 16' 23.5" W

This map is a public resource of general information. Use this information at your own risk. Curry County makes no warranty of any kind, expressed or implied, including any warranty of merchantability, fitness for any particular purpose or any other matter.

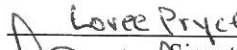

MASTER PLAN

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 23, 2015

Originating Dept: Public Works/CM


Signature (submitted by)

City Manager Approval

Subject: Airport Infrastructure Project Easements

Recommended Motion:

Motion to authorize City Manager to execute all necessary easements between the City, Curry County, South Coast Lumber Company and Chetco Resources in connection with the Brookings Airport Infrastructure Project.

Financial Impact:

\$37,500-52,700 to be paid 60 per cent from grant funds and 40 per cent from City water and sewer system development charge funds.

Background/Discussion:

Easements are needed from the Curry County, South Coast Lumber Company and Chetco Resources in connection with the Brookings Airport Infrastructure Project. There are a total of six easement documents to which the City is a party among these three property owners. Easements from several other private property owners were secured and executed last year. The easements are as follows:

1. Easement for Ingress and Egress to City Water reservoir. This is an easement on County-owned property that will be used by the City for vehicle access to the water tank site. About half of the distance of this easement is along the existing paved Airport Road which is open to public vehicle traffic without restriction and maintained by the County. The new section of the roadway will be gravel. The City will pay to the County \$15,200 for this easement.
2. Easement for Public Utilities. This is an easement on County-owned property under which the City will construct water and sewer mains. Pipelines will be slant-drilled under the airport runway section of this project. The City will pay to the County \$3,400 for this easement.
3. Temporary Construction Easement for Ingress and Egress to City Water Reservoir. This is a temporary easement along the proposed new gravel roadway on County property. This easement is for an area wider than the 30-foot roadway easement to facilitate construction of the roadway. The City will pay to the County \$3,700 for this temporary easement.
4. Public Utility Easement for Waterline and Ingress/Egress. This is an easement granted to the City of Brookings by South Coast Lumber Company and Chetco Resources LLC for a roadway access to the water tank site. The easement is being provided to the City without compensation.

5. Public Utility Easement for Water reservoir. This is an easement granted to the City of Brookings by South Coast Lumber Company and Chetco Resources LLC providing a site for the construction of water storage reservoirs (tanks). The area of the site is approximately 126,251 square feet. The easement is being provided to the City without compensation.
6. Agreement Regarding Grant of Easements. This document clarifies certain aspects of the easements described in Items 4 and 5 above, including a provision whereby the City will compensate Curry County for allowing South Coast Lumber and Chetco Resources to use the same easements as described in Item 1 for access to their property adjoining the water tank site. This document also includes cross-indemnification provisions, requires the City to construct a share access gate, and shared cost of maintaining the road. The City will pay to the County and additional \$15,200 on behalf of South Coast Lumber Company for a roadway easement across the same road the City will be using. As of this writing, it is unknown as to whether the County will require the City to pay a third \$15,200 on behalf of Chetco Resources for a roadway easement across the same road the City and South Coast Lumber will be using.

These easement documents are still subject to modification as the Federal Aviation Administration has not yet approved easements 1, 2 and 3. Certain exhibits to the easements (i.e. gate designs and other details) are currently in development.

This project is out to bid. Time is of the essence in getting these easements finalized. Curry County reports that the easements could be approved or modified further by the Federal Aviation Administration any day. Staff is seeking authority to immediately execute the agreements upon final County and FAA approval.

Attachment(s):

- a. Easement documents and maps.

AFTER RECORDING RETURN TO:

City of Brookings
898 Elk Drive
Brookings, OR 97415

Mail Tax Statements To: No Change

**EASEMENT FOR INGRESS AND EGRESS
TO CITY WATER RESERVOIR**

Effective as of this ____ day of _____, 20____ (the "**Effective Date**"), Curry County, a political subdivision of the State of Oregon corporation, ("**Grantor**") hereby grants to the City of Brookings, Oregon, a municipal corporation ("**Grantee**"), a non-exclusive perpetual easement (the "**Easement**") over the real property described and depicted on Exhibit "A" attached hereto and incorporated herein (the "**Easement Area**"), for the construction, maintenance and replacement of an access road, together with related appurtenances (collectively, the "**Easement Improvements**"), to be located by Grantee on the real property of Grantor situated in the City of Brookings, Curry County, State of Oregon, as more particularly described on Exhibit "B" attached hereto and incorporated herein for all intents and purposes (the "**Burdened Property**").

Grantee shall pay to Grantor \$15,200.00 cash consideration for the Easement.

The Easement is granted on the following terms and conditions:

1. The Easement includes a permanent, nonexclusive right of right of Grantee, its officers, agents, employees and contractors (each, a "**Grantee Party**," and collectively, the "**Grantee Parties**") to commercially reasonable vehicular and pedestrian ingress and egress upon, over and across the Easement Area for the purposes of accessing the City's water reservoir as well as for constructing, maintaining, and replacing the Easement Improvements, as may exist from time to time.
2. Grantee Parties, prior to entering upon lands of Grantor for the purpose of constructing, maintaining, repairing the access road or related appurtenances, must obtain the prior approval of the Brookings Airport Manager, which approval may not be unreasonably withheld. Grantee will have the right from time to time to remove all vegetation, including trees and undergrowth, and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges, and easement granted herein.
3. Grantee must not permit any maintenance or construction equipment that would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon lands of Grantor without prior approval; provided, however, that such prior approval will not be necessary when an emergency condition

exists and immediate action by one or more Grantee Parties is necessary to protect the public health. When an emergency situation exists, the ingress and egress of Grantee Parties will be coordinated with the Brookings Airport Manager.

4. Grantee Parties must not construct nor permit to stand above ground level on the Easement Area any building, structure, poles or other objects, manmade or natural, to a height in excess of Federal Aviation Regulation (FAR) Part 77, Surfaces, based upon current runways or future runways that may be constructed.
5. Grantee must file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any maintenance or improvement within the Easement Area.
6. Grantor reserves the right to use the Easement Area subject to the rights granted herein. Grantor may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, fencing, hangars, aprons, etc.) upon said Easement Area; provided that, if Grantor's use impedes the use of Grantee granted herein, then Grantor must: (1) give notice to Grantee at least 90 days prior to the start of construction; and (2) provide Grantee with an alternate, additional, or modified easement, as necessary, to accomplish the same purpose as the Easement granted herein at no additional cost to Grantee. In the case of an emergency, or if there is an urgent need for repairs or construction within the Easement Area, Grantor is only required to give notice to Grantee that is practicable under the circumstances.
7. Grantor represents that it has a good and lawful right to grant the Easement as set forth herein, subject to all encumbrances and other exceptions to title on file or of record in the Official Records of Curry County, Oregon.
8. The Easement Improvements and Easement Area will be maintained by Grantee at its sole cost and expense; provided, however, that Grantor will be responsible for repairing any damage, or its proportionate share thereof, to the Easement Improvements and Easement Area that is caused by the acts of Grantor, its officers, employees, agents or contractors. In the event that Grantee undertakes any work within the Easement Area for the purpose of installing, repairing, or replacing the Easement Improvements or any part thereof, then Grantee agrees to promptly complete such work and, in doing so, minimize interference with the use of the Easement Area and Burdened Property by others, and to restore the Easement Area to the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is practicable after consummation of the work in question.
9. Grantee must pay, save, protect, defend, indemnify and hold the Burdened Property and Grantor and its officials, agents, and employees collectively harmless from, for and against any and all damages, demands, claims, losses, liabilities, injuries, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs or expenses whatsoever, including, without limitation, reasonable attorneys' and experts' fees and

costs arising out of or relating to any property damage, physical harm, physical damage or personal injury or death caused by entry on the Burdened Property by the Grantee or any Grantee Parties or the general public in connection with this agreement.

10. In the event that either party hereto fails to perform its obligations under this agreement following the receipt of notice from the non-breaching party and a subsequent 10-day opportunity to cure, the non-breaching party will be entitled to require such performance by a suit for specific performance or, where appropriate, through injunctive relief. Such remedies are in addition to any other remedies afforded under Oregon law.
11. The Easement granted hereunder will forever run with the land with respect to the Burdened Property. The rights, covenants and obligations contained in this agreement will bind, burden and benefit each party's successors and assigns. Notwithstanding the foregoing, the parties agree that if the Easement Improvements are not completed and Grantee deems the Easement granted hereunder unnecessary for the operation of the Easement Improvements or related real property interests of Grantee over time, Grantee, in its sole and absolute discretion, may reconvey and release the Easement to the owner of the Burdened Property pursuant to a written, recordable instrument in form and substance acceptable to Grantor, and this agreement will thereafter be deemed terminated for all intents and purposes and the parties will be released from their duties and obligations hereunder, except as may be otherwise set forth herein.
12. Grantee has inspected the Easement Area and is familiar with existing conditions and accepts the Easement Area and Burdened Property for use in their present condition. In entering this agreement, Grantee is not relying on any representations as to the present or future condition of the Burdened Property or Easement Area, or the condition of any access roads or other areas located thereupon.
13. Grantee and all Grantee Parties will be required, before using any portion of the Burdened Property, to obtain and evidence to the Grantor a policy or policies of commercial general liability insurance covering the proposed uses upon the Burdened Property with coverage of no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate with respect to any claim for liability, including (without limitation) bodily injury or death, and, during the term of this agreement, maintain such insurance in a form and with companies acceptable to the Grantor in its sole and absolute discretion, insuring against liability growing out of the operations of the Grantee and Grantee Parties upon the Burdened Property. All such policies must at all times name Grantor as an additional insured party, and include automobile liability insurance covering owned, hired and non-owned vehicles. If Grantee desires to carry a separate insurance policy covering auto liability insurance as described in the preceding sentence, such separate automobile insurance policy must include coverage of no less than \$1 million per occurrence. Prior to commencing performance of this agreement, the Grantee and all applicable Grantee Parties must deliver to Grantor certificates from their respective insurance carriers evidencing the coverages described herein. All certificates of insurance must provide on their face that the policies represented thereby will not be terminated, reduced or changed

without providing prior written notice to Grantor. Grantee must also require all owners of vehicles and other equipment used in connection with the performance of this Agreement to have in force and effect insurance policies satisfying the above provisions.

The parties recognize that under current Oregon Law – ORS 30.272 – the tort claim limits are increased on an annual basis. In future years Grantee agrees to increase the amount of its general liability insurance (and auto insurance) as necessary so that the amount of its liability coverage is always greater than or equal to the tort claim limit in effect at the time.

14. The Brookings Municipal Airport is owned and operated by Grantor. As a condition of Grantor acquiring airport development funds from the Federal Aviation Administration it is required that Grantee subordinate its rights under this agreement to airport use and development. Therefore, Grantee hereby agrees that it will not, in its use of the Easement nor in the maintenance, repair, removal, relocation or replacement of Easement Improvements, enter upon airport property or interfere with or interrupt the use or operation of the airport or its attendant facilities without prior coordination with, and approval of the Grantor, which must not be unreasonably withheld.
15. The parties agree and acknowledge that this agreement constitutes the full and final agreement between the parties regarding the Easement Improvements and Easement, and may only be amended by a written instrument signed by both parties.
16. If any provisions of this agreement are determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provision to the other persons or circumstances will not be affected thereby and will remain enforceable to the greatest extent permitted by law.
17. Grantee and all Grantee Parties must at all times comply with all applicable federal, state and local laws, rules and regulations including (without limitation) those pertaining to labor, wages, hours, and working conditions, and all Environmental Laws (collectively, “**Applicable Laws**”), with respect to the use of Burdened Property, Easement Improvements and Easement Area in connection with this agreement. Grantee and all Grantee Parties are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Burdened Property or any other lands owned by Grantor. For purposes of this agreement, the term “**Environmental Laws**” means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the Burdened Property, including (without limitation) the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any amendments thereto (the “**ESA**”). For purposes of this agreement, the term “**Hazardous Substance**” means any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Law or by common law decision

including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl.

18. Grantee will save and keep Grantor and the State of Oregon harmless from and indemnify them against any penalty, damage, or charges imposed for any violation of any laws, including Environmental Laws, and at all times protect, indemnify and save Grantor and the State of Oregon harmless of and from any loss, cost, damage or expense, including attorney's fees, arising out of or from any violation of law, accident or any other occurrence on or about the Easement Area, as described, causing injury to any person or property, arising by reason of Grantee or any Grantee Party's construction, operation, or maintenance of the Easement Improvements, or use of the Easement.
19. With respect to any dispute relating to this agreement, or in the event that a suit, action or other proceeding of any nature whatsoever, including, without limitation, any proceeding under any bankruptcy court and involving issues peculiar to bankruptcy law, or any action seeking a declaration of rights or an action for rescission, is instituted to interpret or enforce this agreement or any provision of this agreement, each party will bear its own legal costs and fees, including attorneys' fees in connection therewith.
20. This agreement will be governed by and construed in accordance with the laws of the State of Oregon. In addition, the parties agree that in the event of any dispute concerning this agreement, venue for any cause of action arising out of, or having to do with, this agreement will be, and is, in Curry County, Oregon.
21. Time is of the essence with respect to all of the duties and obligations of the parties hereunder.
22. This agreement is binding upon Grantor, its successors and assigns, and will inure to the benefit of Grantee, its successors and assigns, effective as of the Effective Date.

GRANTOR:

CURRY COUNTY, a political subdivision of the
State of Oregon

Dated: _____

By: _____
Susan Brown, Chair of Board of Curry County
Commissioners

By: _____
David Brock Smith, Vice Chair of Board of
Curry County Commissioners

By: _____
David G. Itzen, Commissioner of Board of
Curry County Commissioners

ACCEPTED BY GRANTEE:

THE CITY OF BROOKINGS, OREGON, a
municipal corporation

Dated: _____

By: _____
Gary Milliman, City Manager

**ACCEPTED BY FEDERAL AVIATION
ADMINISTRATION**

By: _____

Exhibits

- “A” – Description/Depiction of Easement Area
- “B” – Description of Burdened Property

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me this _____ day of _____, 20 _____,
by Susan Brown, David Brock Smith, and David G. Itzen, as Commissioners for the County of
Curry, State of Oregon.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me this _____ day of _____, 20 _____,
by Gary Milliman, City Manager of the City of Brookings, an Oregon municipal corporation, on
behalf of the municipal corporation.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

EXHIBIT A

INGRESS/EGRESS EASEMENT TO RESERVOIR CITY OF BROOKINGS

An easement for construction, maintenance, and replacement purposes of an access road, ditching, culvert, and related appurtenances for accessing the reservoir easement parcel over a strip of land 30 feet in width over a portion of the northeast quarter of Section 31, the northwest quarter of Section 31, and the southwest quarter of Section 30, Township 40 South, Range 13 West of the Willamette Meridian, Curry County, Oregon, with the centerline of said 30-foot strip of land being more particularly described as follows:

Beginning at the East 1/16 corner of said Section 30, marked by a 1-inch iron pipe with a 2-inch brass cap, which bears North 89° 34' 59" East 1,310.85 feet from the South 1/4 corner of said Section 30, being marked by a 1-inch iron pipe with a brass cap, said line being the Basis of Bearings;

Thence South 0° 06' 52" East 319.71 feet along the east line of the northwest quarter of the northeast quarter of said Section 31 to the TRUE POINT OF BEGINNING;

Thence westerly 56.19 feet being on a curve concave to the northeast having a radius of 110.00 feet with central angle of 29° 16' 03", whose chord bears North 61° 56' 34" West 55.58 feet;

Thence North 47° 18' 32" West 38.34 feet, herein referred to as Point A;

Thence westerly 32.23 feet being on a curve concave to the southwest having a radius of 50.00 feet with central angle of 36° 55' 50", whose chord bears North 65° 46' 27" West 31.67 feet;

Thence North 84° 14' 22" West 40.34 feet, herein referred to as Point B;

Thence North 84° 14' 22" West 44.80 feet, herein referred to as Point C;

Thence North 84° 14' 22" West 44.80 feet

Thence westerly 131.86 feet being on a curve concave to the north having a radius of 500.00 feet with central angle of 15° 06' 35", whose chord bears North 76° 41' 05" West 131.48 feet;

Thence North 69° 07' 47" West 53.51 feet;

Thence westerly 72.00 feet being on a curve concave to the south having a radius of 250.00 feet with central angle of 16° 30' 05", whose chord bears North 77° 22' 50" West 71.75 feet;

Thence North 85° 37' 52" West 38.60 feet;

Thence westerly 182.13 feet being on a curve concave to the south having a radius of 300.00 feet with central angle of 34° 47' 03", whose chord bears South 76° 58' 36" West 179.35 feet;

Thence South 59° 35' 05" West 378.84 feet;

Thence westerly 74.96 feet being on a curve concave to the north having a radius of 50.00 feet with central angle of 85° 53' 30", whose chord bears North 77° 28' 10" West 68.13 feet, herein referred to as Point D;

Thence North 34° 31' 25" West 77.44 feet;

Thence northwesterly 237.13 feet being on a curve concave to the southwest having a radius of 535.00 feet with central angle of 25° 23' 44", whose chord bears North 47° 13' 17" West 235.20 feet;

Thence North 59° 55' 09" West 337.39 feet;

Thence North 59° 16' 50" West 286.53 feet;

Thence southwesterly 542.06 feet being on a curve concave to the southeast having a radius of 252.00 feet with central angle of 123° 14' 41", whose chord bears South 59° 05' 50" West 443.44 feet, more or less to the west line of the County Airport property, all as specified on the attached map.

ALSO AND:

A 30 foot width easement for construction, maintenance, and replacement purposes of a culvert and related appurtenances, beginning at Point B

Thence North 0° 01' 06" East 55.00 feet to the POINT OF BEGINNING OF CULVERT EASEMENT;

Thence South 0° 01' 06" East 110.00 feet, all as specified on the attached map

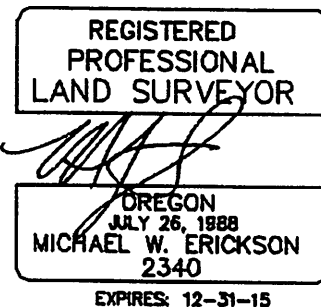
TOGETHER WITH:

The sidelines of said 30 foot easement being extended to terminate on the east and west property lines of the County Airport property.

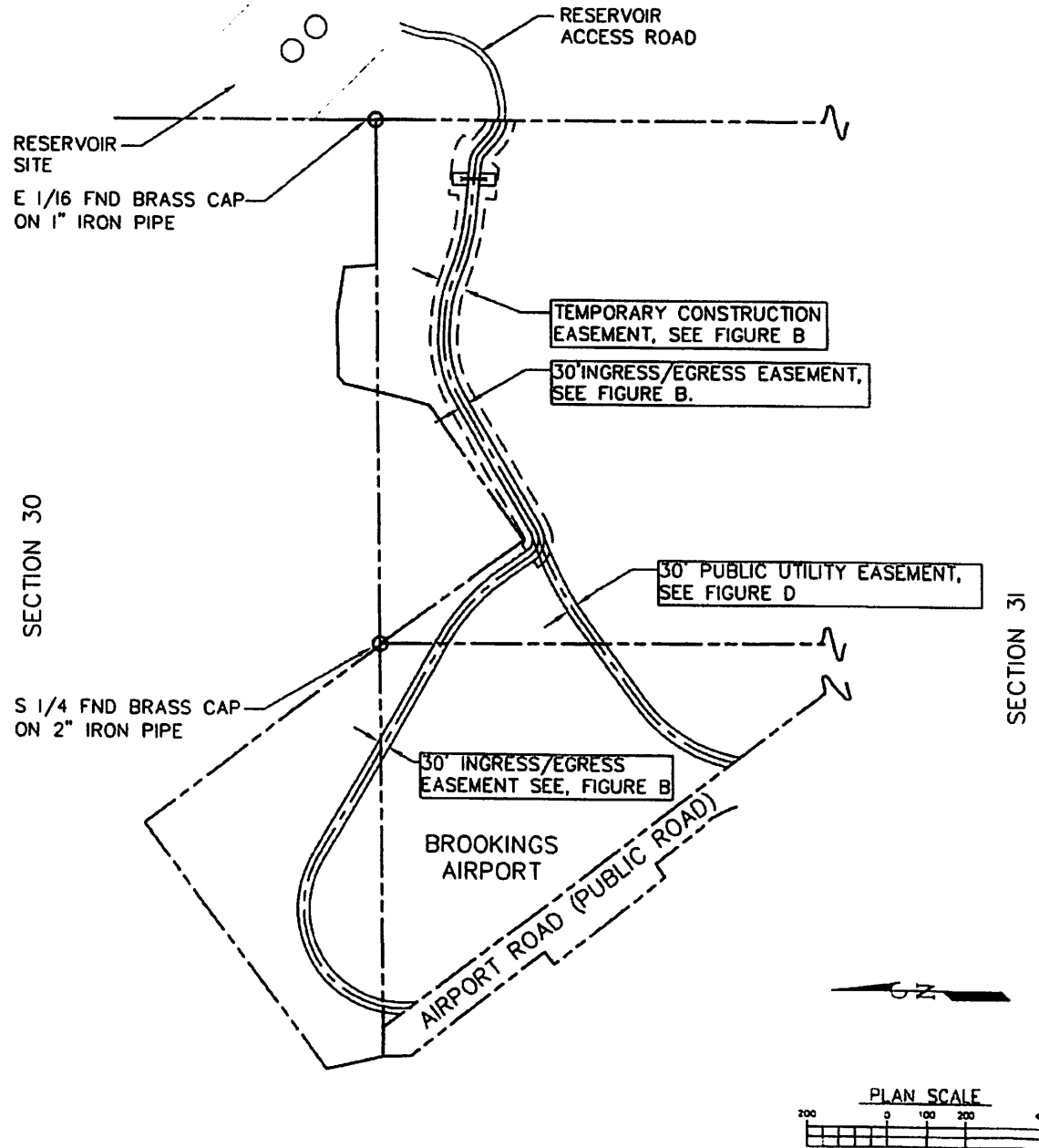
ALSO TOGETHER WITH:

A temporary easement for construction purposes, being 70 feet in width along the centerline of the hereinabove described centerline, from the TRUE POINT OF BEGINNING to Point D with the width being increased to 120 feet between Point A and Point C.

Said temporary easement will terminate on December 31, 2015



LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON



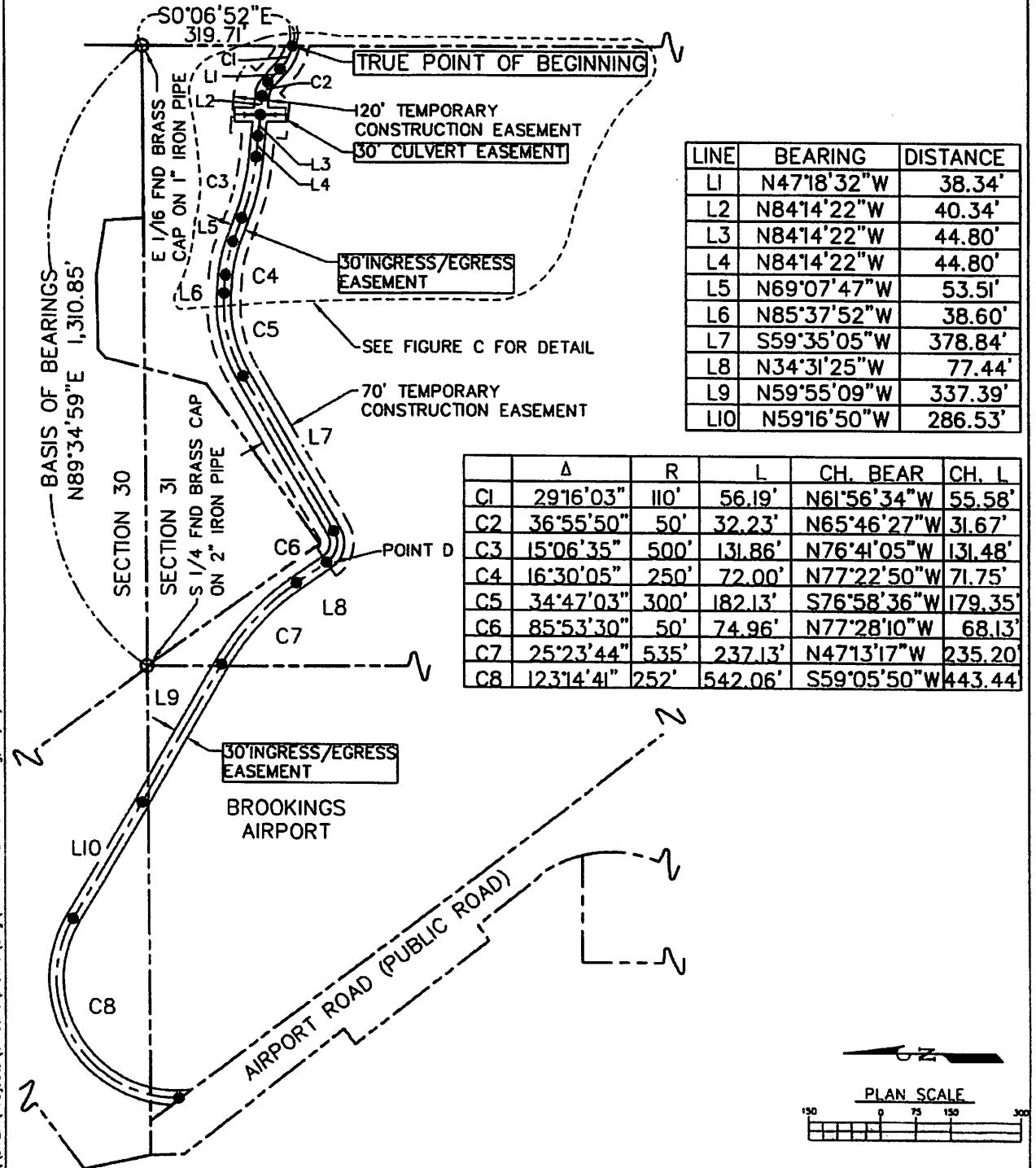
\\Dyer\projects\01Active\145.43\DWG\Airport Easement.dwg 10/16/2014 12:00:54 PM PST

THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.	<p align="center">CITY OF BROOKINGS</p> <p align="center">AIRPORT INFRASTRUCTURE IMPROVEMETNS</p> <p align="center">INGRESS/EGRESS & PUBLIC UTILITY EASEMENT MAP</p>	FIGURE NO.
DATE: OCTOBER 2014		A
PROJECT NO.: 145.43		

LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31 ,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON

PLOT DATE October 18, 2014

\\DYER\Projects\01Active\145.43\dwg\AIRPORT EASEMENT.dwg, 10/18/2014 1:46:31 PM



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

DATE: OCTOBER 2014
PROJECT NO.: 145.43

CITY OF BROOKINGS
AIRPORT INFRASTRUCTURE IMPROVEMETNS

INGRESS/EGRESS EASEMENT MAP

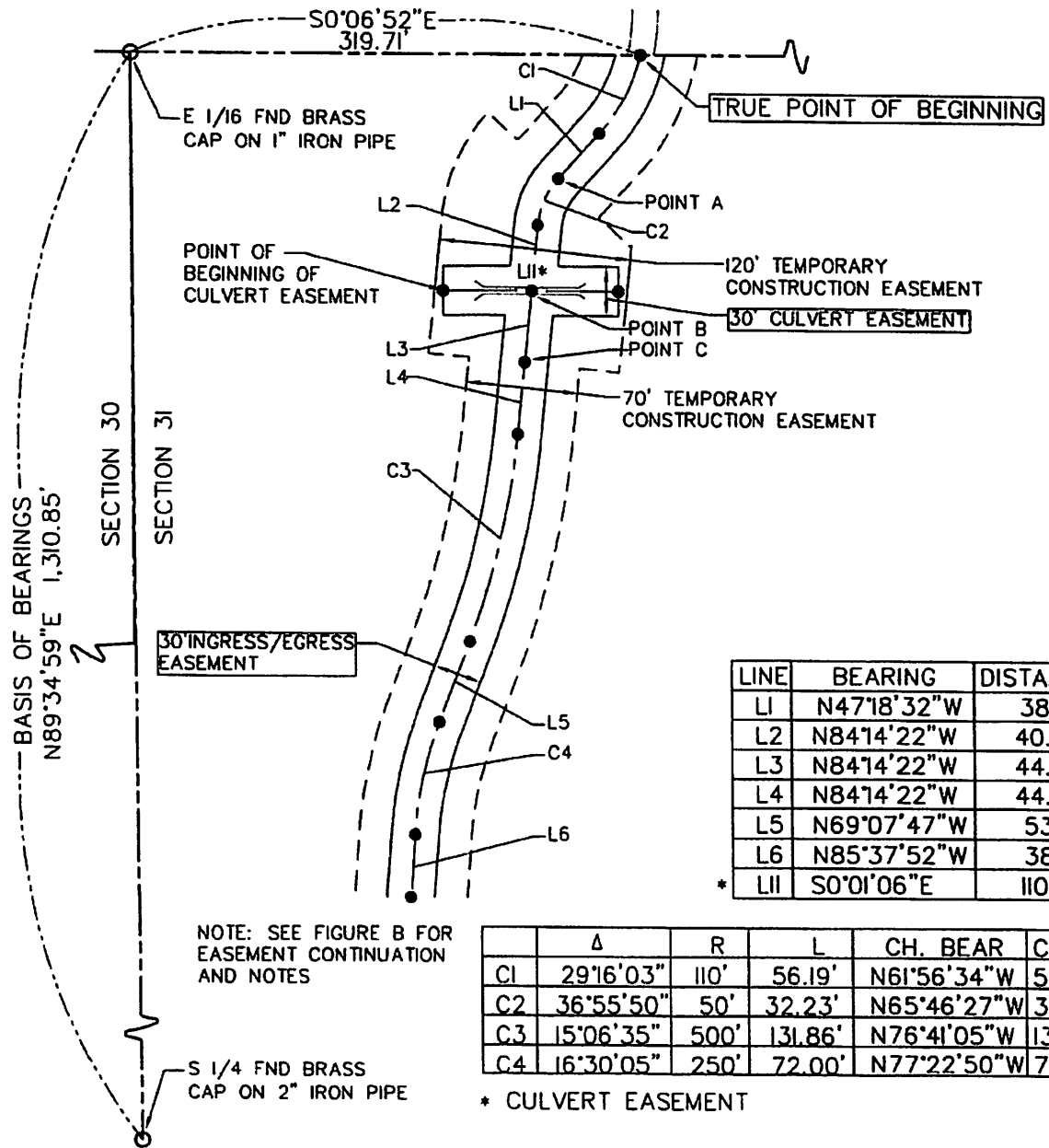
FIGURE NO.

B

LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON

PLOT DATE
October 15, 2014

\\DYER\Projects\0145.43\dwg\AIRPORT EASEMENT.dwg, 10/16/2014 1:28:47 PM



LINE	BEARING	DISTANCE
L1	N47°18'32\"	38.34'
L2	N84°14'22\"	40.34'
L3	N84°14'22\"	44.80'
L4	N84°14'22\"	44.80'
L5	N69°07'47\"	53.51'
L6	N85°37'52\"	38.60'
* L11	S0°01'06\"	110.00'

	Δ	R	L	CH. BEAR	CH. L
C1	29°16'03\"	110'	56.19'	N61°56'34\"	55.58'
C2	36°55'50\"	50'	32.23'	N65°46'27\"	31.67'
C3	15°06'35\"	500'	131.86'	N76°41'05\"	131.48'
C4	16°30'05\"	250'	72.00'	N77°22'50\"	71.75'

* CULVERT EASEMENT



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC

DATE: OCTOBER 2014

PROJECT NO.: 145.43

CITY OF BROOKINGS
AIRPORT INFRASTRUCTURE IMPROVEMENTS

INGRESS/EGRESS EASEMENT MAP DETAIL

FIGURE NO.

C

AFTER RECORDING RETURN TO:

City of Brookings
898 Elk Drive
Brookings, OR 97415

Mail Tax Statements To: No Change

EASEMENT FOR PUBLIC UTILITIES

Effective as of this ____ day of _____, 20____ (the "**Effective Date**"), Curry County, a political subdivision of the State of Oregon corporation, ("**Grantor**") hereby grants to the City of Brookings, Oregon, a municipal corporation ("**Grantee**"), a non-exclusive perpetual easement (the "**Easement**") over the real property described and depicted on Exhibit "A" attached hereto and incorporated herein (the "**Easement Area**"), for the construction, operation, inspection, repair, maintenance and replacement of public utilities, including, but not limited to, waterlines, sewer lines, and electrical conduits, together with related appurtenances (collectively, the "**Easement Improvements**"), to be located by Grantee on the real property of Grantor situated in the City of Brookings, Curry County, State of Oregon, as more particularly described on Exhibit "B" attached hereto and incorporated herein for all intents and purposes (the "**Burdened Property**").

Grantee shall pay to Grantor \$3,400.00 cash consideration for the Easement.

The Easement is granted on the following terms and conditions:

1. The Easement includes a permanent, nonexclusive right of right of Grantee, its officers, agents, employees and contractors (each, a "**Grantee Party**," and collectively, the "**Grantee Parties**") to commercially reasonable vehicular and pedestrian ingress and egress upon, over and across the Easement Area for the purposes of constructing, operating, inspecting, repairing, maintaining, or replacing the Easement Improvements, as may exist from time to time.
2. Grantee Parties, prior to entering upon lands of Grantor for the purpose of constructing, operating, inspecting, repairing, maintaining, or replacing the Easement Improvements, must obtain the prior approval of the Brookings Airport Manager, which approval may not be unreasonably withheld. Grantee will have the right from time to time to remove all vegetation, including trees and undergrowth, and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges, and easement granted herein.
3. Grantee must not permit any maintenance or construction equipment that would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon lands of Grantor without prior approval; provided, however, that such prior approval will not be necessary when an emergency condition exists and immediate action by one or more Grantee Parties is necessary to protect the

public health. When an emergency situation exists, the ingress and egress of Grantee Parties will be coordinated with the Brookings Airport Manager.

4. Grantee Parties must not construct nor permit to stand above ground level on the Easement Area any building, structure, poles or other objects, manmade or natural, to a height in excess of Federal Aviation Regulation (FAR) Part 77, Surfaces, based upon current runways or future runways that may be constructed.
5. Grantee must file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any improvement within the Easement Area.
6. Grantor reserves the right to use the Easement Area subject to the rights granted herein. Grantor may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, fencing, hangars, aprons, etc.) upon said Easement Area; provided that, if Grantor's use impedes the use of Grantee granted herein, then Grantor must: (1) give notice to Grantee at least 90 days prior to the start of construction; and (2) provide Grantee with an alternate, additional, or modified easement, as necessary, to accomplish the same purpose as the Easement granted herein at no additional cost to Grantee. In the case of an emergency, or if there is an urgent need for repairs or construction within the Easement Area, Grantor is only required to give notice to Grantee that is practicable under the circumstances.
7. Grantor represents that it has a good and lawful right to grant the Easement as set forth herein, subject to all encumbrances and other exceptions to title on file or of record in the Official Records of Curry County, Oregon.
8. The Easement Improvements and Easement Area will be maintained by Grantee at its sole cost and expense; provided, however, that Grantor will be responsible for repairing any damage, or its proportionate share thereof, to the Easement Improvements and Easement Area that is caused by the acts of Grantor, its officers, employees, agents or contractors. In the event that Grantee undertakes any work within the Easement Area for the purpose of installing, repairing, or replacing the Easement Improvements or any part thereof, then Grantee agrees to promptly complete such work and, in doing so, minimize interference with the use of the Easement Area and Burdened Property by others, and to restore the Easement Area to the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is practicable after consummation of the work in question.
9. Grantee must pay, save, protect, defend, indemnify and hold the Burdened Property and Grantor and its officials, agents, and employers collectively harmless from, for and against any and all damages, demands, claims, losses, liabilities, injuries, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs or expenses whatsoever, including, without limitation, reasonable attorneys' and experts' fees and costs arising out of or relating to any property damage, physical harm, physical damage or personal injury or death caused by entry on the Burdened Property by the Grantee or any Grantee Parties or the general public in connection with this agreement.

2 -PUBLIC UTILITIES EASEMENT

10. In the event that either party hereto fails to perform its obligations under this agreement following the receipt of notice from the non-breaching party and a subsequent 10-day opportunity to cure, the non-breaching party will be entitled to require such performance by a suit for specific performance or, where appropriate, through injunctive relief. Such remedies are in addition to any other remedies afforded under Oregon law.
11. The Easement granted hereunder will forever run with the land with respect to the Burdened Property. The rights, covenants and obligations contained in this agreement will bind, burden and benefit each party's successors and assigns. Notwithstanding the foregoing, the parties agree that if the Easement Improvements are not completed and Grantee deems the Easement granted hereunder unnecessary for the operation of the Easement Improvements or related real property interests of Grantee over time, Grantee, in its sole and absolute discretion, may reconvey and release the Easement to the owner of the Burdened Property pursuant to a written, recordable instrument in form and substance acceptable to Grantor, and this agreement will thereafter be deemed terminated for all intents and purposes and the parties will be released from their duties and obligations hereunder, except as may be otherwise set forth herein.
12. Grantee has inspected the Easement Area and is familiar with existing conditions and accepts the Easement Area and Burdened Property for use in their present condition. In entering this agreement, Grantee is not relying on any representations as to the present or future condition of the Burdened Property or Easement Area, or the condition of any access roads or other areas located thereupon.
13. Grantee and all Grantee Parties will be required, before using any portion of the Burdened Property, to obtain and evidence to the Grantor a policy or policies of commercial general liability insurance covering the proposed uses upon the Burdened Property with coverage of no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate with respect to any claim for liability, including (without limitation) bodily injury or death, and, during the term of this agreement, maintain such insurance in a form and with companies acceptable to the Grantor in its sole and absolute discretion, insuring against liability growing out of the operations of the Grantee and Grantee Parties upon the Burdened Property. All such policies must at all times name Grantor as an additional insured party, and include automobile liability insurance covering owned, hired and non-owned vehicles. If Grantee desires to carry a separate insurance policy covering auto liability insurance as described in the preceding sentence, such separate automobile insurance policy must include coverage of no less than \$1 million per occurrence. Prior to commencing performance of this agreement, the Grantee and all applicable Grantee Parties must deliver to Grantor certificates from their respective insurance carriers evidencing the coverages described herein. All certificates of insurance must provide on their face that the policies represented thereby will not be terminated, reduced or changed without providing prior written notice to Grantor. Grantee must also require all owners of vehicles and other equipment used in connection with the performance of this Agreement to have in force and effect insurance policies satisfying the above provisions.

The parties recognize that under current Oregon Law – ORS 30.272 – the tort claim limits are increased on an annual basis. In future years Grantee agrees to increase the

amount of its general liability insurance (and auto insurance) as necessary so that the amount of its liability coverage is always greater than or equal to the tort claim limit in effect at the time.

14. The Brookings Airport is owned and operated by Grantor. As a condition of Grantor acquiring airport development funds from the Federal Aviation Administration it is required that Grantee subordinate its rights under this agreement to airport use and development. Therefore, Grantee hereby agrees that it will not, in its use of the Easement nor in the construction, operation, inspection, repair, maintenance or replacement of Easement Improvements, enter upon airport property or interfere with or interrupt the use or operation of the airport or its attendant facilities without prior coordination with, and approval of the Grantor, which must not be unreasonably withheld.
15. The parties agree and acknowledge that this agreement constitutes the full and final agreement between the parties regarding the Easement Improvements and Easement, and may only be amended by a written instrument signed by both parties.
16. If any provisions of this agreement are determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provision to the other persons or circumstances will not be affected thereby and will remain enforceable to the greatest extent permitted by law.
17. Grantee and all Grantee Parties must at all times comply with all applicable federal, state and local laws, rules and regulations including (without limitation) those pertaining to labor, wages, hours, and working conditions, and all Environmental Laws (collectively, "**Applicable Laws**"), with respect to the use of Burdened Property, Easement Improvements and Easement Area in connection with this agreement. Grantee and all Grantee Parties are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Burdened Property or any other lands owned by Grantor. For purposes of this agreement, the term "**Environmental Laws**" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the Burdened Property, including (without limitation) the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any amendments thereto (the "**ESA**"). For purposes of this agreement, the term "**Hazardous Substance**" means any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl.
18. Grantee will save and keep Grantor and the State of Oregon harmless from and indemnify them against any penalty, damage, or charges imposed for any violation of any laws, including Environmental Laws, and at all times protect, indemnify and save Grantor and the State of Oregon harmless of and from any loss, cost, damage or expense, including attorney's fees, arising out of or from any violation of law, accident or any other occurrence on or about the Easement Area, as described, causing injury to any person or

property, arising by reason of Grantee or any Grantee Party's construction, operation, or maintenance of the Easement Improvements, or use of the Easement.

19. With respect to any dispute relating to this agreement, or in the event that a suit, action or other proceeding of any nature whatsoever, including, without limitation, any proceeding under any bankruptcy court and involving issues peculiar to bankruptcy law, or any action seeking a declaration of rights or an action for rescission, is instituted to interpret or enforce this agreement or any provision of this agreement, each party will bear its own legal costs and fees, including attorneys' fees in connection therewith.
20. This agreement will be governed by and construed in accordance with the laws of the State of Oregon. In addition, the parties agree that in the event of any dispute concerning this agreement, venue for any cause of action arising out of, or having to do with, this agreement will be, and is, in Curry County, Oregon.
21. Time is of the essence with respect to all of the duties and obligations of the parties hereunder.
22. This agreement is binding upon Grantor, its successors and assigns, and will inure to the benefit of Grantee, its successors and assigns, effective as of the Effective Date.

GRANTOR:

CURRY COUNTY, a political subdivision of the
State of Oregon

Dated: _____

By: _____
_____, Chair
Board of Curry County Commissioners

By: _____
_____, Vice Chair
Board of Curry County Commissioners

By: _____
_____, Commissioner
Board of Curry County Commissioners

ACCEPTED BY GRANTEE:

THE CITY OF BROOKINGS, OREGON, a
municipal corporation

Dated: _____

By: _____
Gary Milliman, City Manager

**ACCEPTED BY FEDERAL AVIATION
ADMINISTRATION**

By: _____

Exhibits

“A” – Description/Depiction of Easement Area

“B” – Description of Burdened Property

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me this _____ day of _____, 20 _____,
by Susan Brown, David Brock Smith, and Thomas Huxley, as Commissioners for the County of
Curry, State of Oregon.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me this _____ day of _____, 20 _____,
by Gary Milliman, City Manager of the City of Brookings, an Oregon municipal corporation, on
behalf of the municipal corporation.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

EXHIBIT A
PUBLIC UTILITY EASEMENT
CITY OF BROOKINGS

An easement for construction, operation, inspection, repair, and maintenance of public utilities including waterlines, sewer lines, electrical conduits, and necessary appurtenances over a strip of land thirty (30) feet in width over a portion of the northeast quarter of Section 31 and the northwest quarter of Section 31, Township 40 South, Range 13 West of the Willamette Meridian, Curry County, Oregon, with the centerline of said 30-foot strip of land being more particularly described as follows:

Beginning at the East 1/16 corner of said Section 30, marked by a 1-inch iron pipe with a 2-inch brass cap, which bears North 89° 34' 59" East 1,310.85 feet from the South 1/4 corner of said Section 30, being marked by a 1-inch iron pipe with a brass cap, said line being the Basis of Bearings;

Thence South 0° 06' 52" East 319.71 feet along the east line of the northwest quarter of the northeast quarter of said Section 31 to the TRUE POINT OF BEGINNING;

Thence westerly 56.19 feet being on a curve concave to the northeast having a radius of 110.00 feet with central angle of 29° 16' 03", whose chord bears North 61° 56' 34" West 55.58 feet;

Thence North 47° 18' 32" West 38.34 feet;

Thence westerly 32.23 feet being on a curve concave to the southwest having a radius of 50.00 feet with central angle of 36° 55' 50", whose chord bears North 65° 46' 27" West 31.67 feet;

Thence North 84° 14' 22" West 129.94 feet;

Thence westerly 131.86 feet being on a curve concave to the north having a radius of 500.00 feet with central angle of 15° 06' 35", whose chord bears North 76° 41' 05" West 131.48 feet;

Thence North 69° 07' 47" West 53.51 feet;

Thence westerly 72.00 feet being on a curve concave to the south having a radius of 250.00 feet with central angle of 16° 30' 05", whose chord bears North 77° 22' 50" West 71.75 feet;

Thence North 85° 37' 52" West 38.60 feet;

Thence westerly 182.13 feet being on a curve concave to the south having a radius of 300.00 feet with central angle of 34° 47' 03", whose chord bears South 76° 58' 36" West 179.35 feet;

Thence South 59° 35' 05" West 378.84 feet;

Thence South 70° 50' 05" West 23.96 feet;

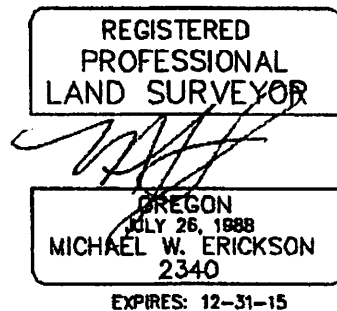
Thence westerly 240.63 feet being on a curve concave to the southeast having a radius of 800.00 feet with central angle of $17^{\circ} 14' 03''$, whose chord bears South $62^{\circ} 13' 03''$ West 239.73 feet;

Thence South $53^{\circ} 36' 02''$ West 240.74 feet;

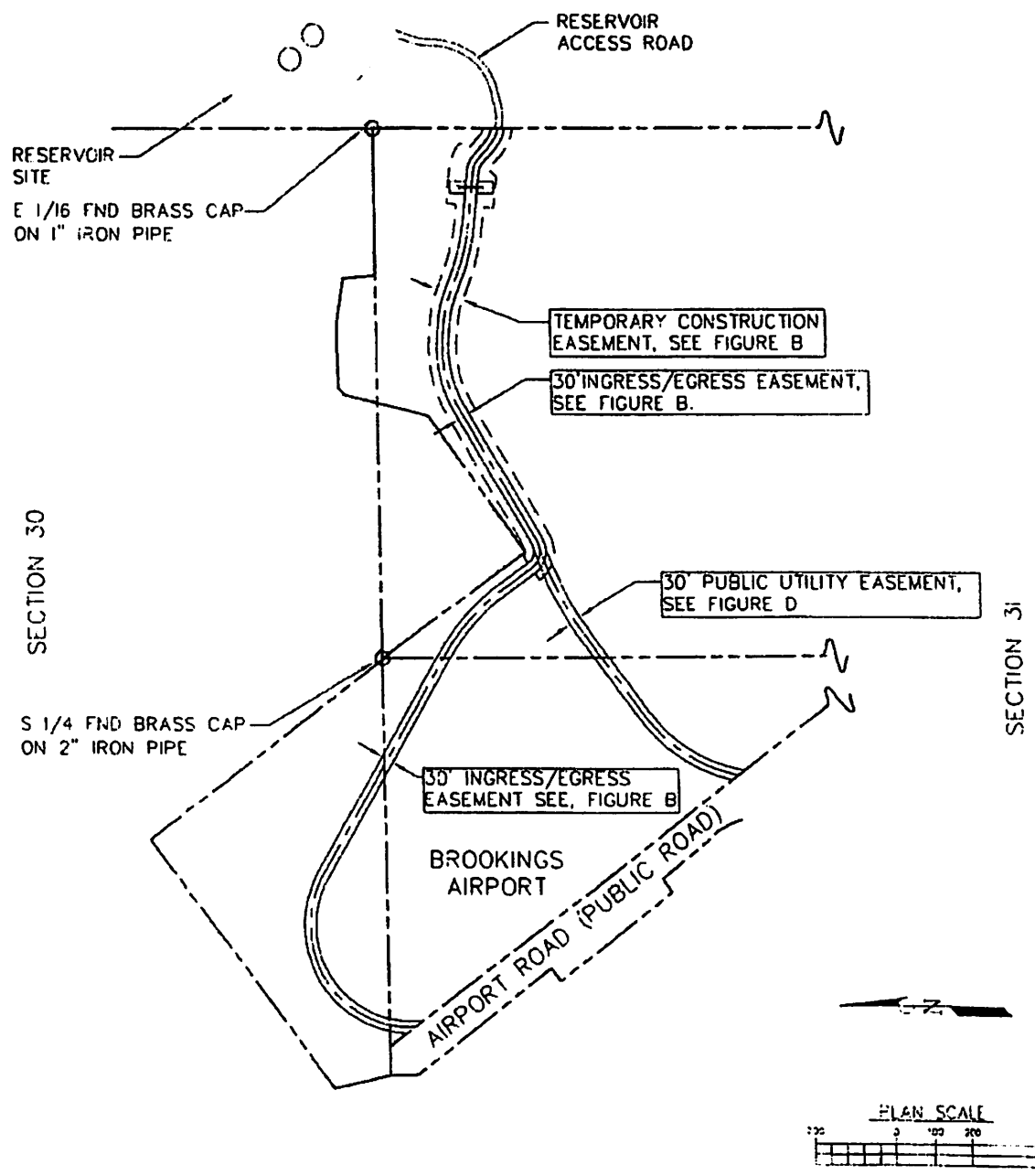
Thence westerly 284.50 feet being on a curve concave to the southeast having a radius of 380.00 feet with central angle of $42^{\circ} 53' 48''$, whose chord bears South $32^{\circ} 00' 18''$ West 279.73 feet, more or less to the west line of County Airport property, all as specified on the attached map.

TOGETHER WITH:

The sidelines of said 30 foot easement being extended to terminate on the east and west property lines of the County Airport property.



LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON



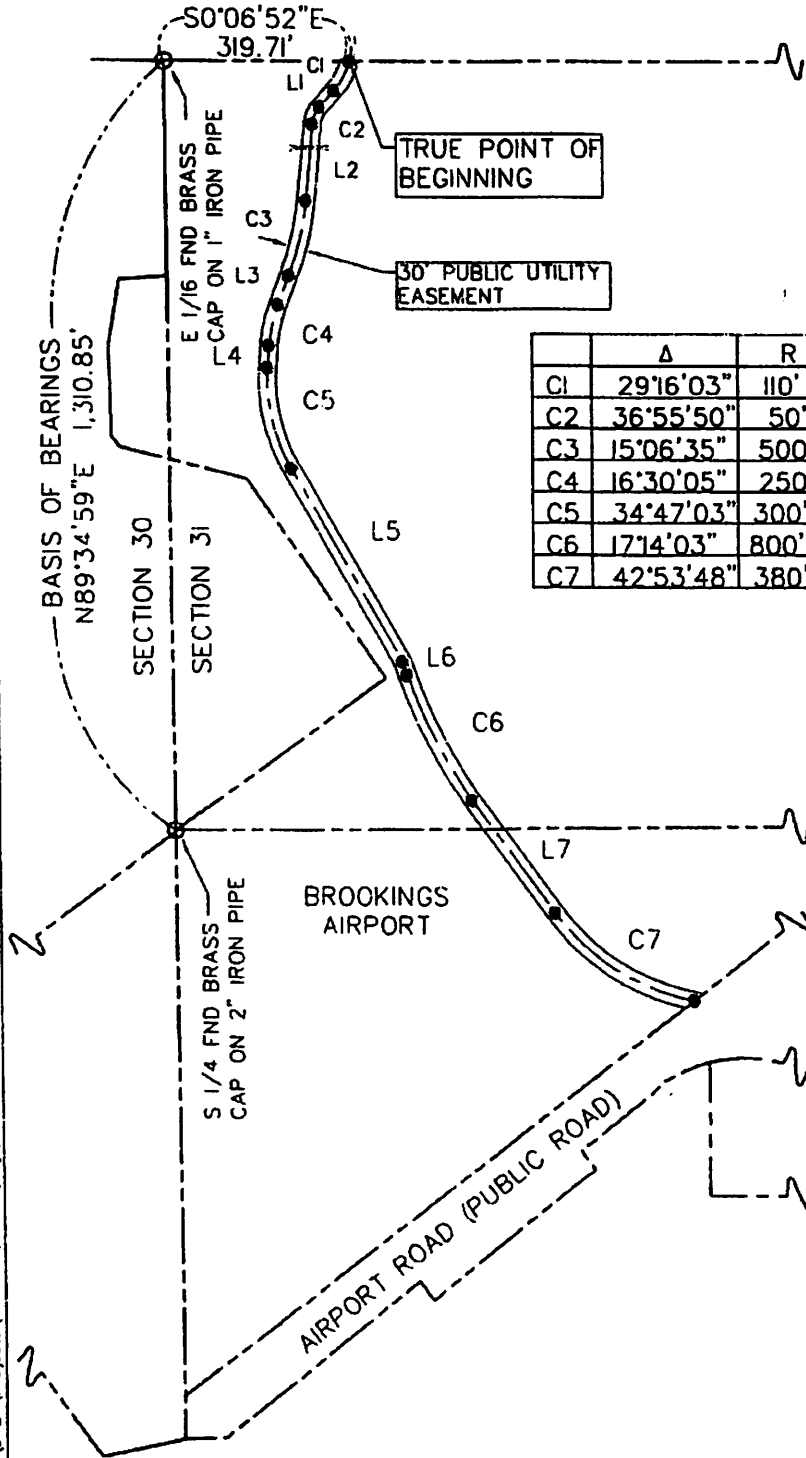
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THE DYER PARTNERSHIP ENGINEERS & PLANNERS INC	CITY OF BROOKINGS AIRPORT INFRASTRUCTURE IMPROVEMETNS	FIGURE NO
DATE: OCTOBER 2014 PROJECT NO. 145 43	INGRESS/EGRESS & PUBLIC UTILITY EASEMENT MAP	A

LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON

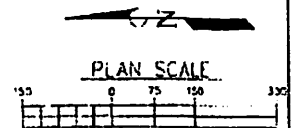
PLOT DATE October 16, 2014

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	Δ	R	L	CH. BEAR	CH. L
C1	29°16'03"	110'	56.19'	N61°56'34"W	55.58'
C2	36°55'50"	50'	32.23'	N65°46'27"W	31.67'
C3	15°06'35"	500'	131.86'	N76°41'05"W	131.48'
C4	16°30'05"	250'	72.00'	N77°22'50"W	71.75'
C5	34°47'03"	300'	182.13'	S76°58'36"W	179.35'
C6	17°14'03"	800'	240.63'	S62°13'03"W	239.73'
C7	42°53'48"	380'	284.50'	S32°00'18"W	279.73'

LINE	BEARING	DISTANCE
L1	N47°18'32"W	38.34'
L2	N84°14'22"W	129.94'
L3	N69°07'47"W	53.51'
L4	N85°37'52"W	38.60'
L5	S59°35'05"W	378.84'
L6	S70°50'05"W	23.96'
L7	S53°36'02"W	240.74'



THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.	CITY OF BROOKINGS AIRPORT INFRASTRUCTURE IMPROVEMENTS	FIGURE NO.
DATE: OCTOBER 2014	PUBLIC UTILITY EASEMENT MAP	D
PROJECT NO.: 145.43		

40-13-31, 200

EXHIBIT "B"

A parcel of land as described in Exhibit A of Instrument 1997-2452, TOGETHER WITH that parcel conveyed to Curry County as recorded January 8, 1997, in Instrument 97-00096, Official Records of Curry County, Oregon.

AFTER RECORDING RETURN TO:

City of Brookings
898 Elk Drive
Brookings, OR 97415

Mail Tax Statements To: No Change

**TEMPORARY CONSTRUCTION EASEMENT FOR INGRESS AND EGRESS
TO CITY WATER RESERVOIR**

Effective as of this ____ day of _____, 20____ (the “Effective Date”), Curry County, a political subdivision of the State of Oregon corporation, (“Grantor”) hereby grants to the City of Brookings, Oregon, a municipal corporation (“Grantee”), a non-exclusive temporary construction easement (the “Easement”) over the real property described and depicted on Exhibit “A” attached hereto and incorporated herein (the “Easement Area”), for the construction of an access road, together with related appurtenances (collectively, the “Easement Improvements”), to be located by Grantee on the real property of Grantor situated in the City of Brookings, Curry County, State of Oregon, as more particularly described on Exhibit “B” attached hereto and incorporated herein for all intents and purposes (the “Burdened Property”).

Grantee shall pay to Grantor \$3,700.00 cash consideration for the Easement.

The Easement is granted on the following terms and conditions:

1. The Easement includes a temporary, nonexclusive right of right of Grantee, its officers, agents, employees and contractors (each, a “Grantee Party,” and collectively, the “Grantee Parties”) to commercially reasonable vehicular and pedestrian ingress and egress upon, over and across the Easement Area for the purposes of constructing an access road and related appurtenances.
2. Grantee Parties, prior to entering upon lands of Grantor for the purpose of constructing the access road or related appurtenances, must obtain the prior approval of the Brookings Airport Manager, which approval may not be unreasonably withheld. Grantee will have the right from time to time to remove all vegetation, including trees and undergrowth, and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges, and easement granted herein.
3. Grantee must not permit any construction equipment that would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon lands of Grantor without prior approval; provided, however, that such prior approval will not be necessary when an emergency condition exists and immediate action by one or more Grantee Parties is necessary to protect the public health. When an emergency situation exists, the ingress and egress of Grantee Parties will be coordinated with the Brookings Airport Manager.
4. Grantee Parties must not construct nor permit to stand above ground level on the Easement Area any building, structure, poles or other objects, manmade or natural, to a

height in excess of Federal Aviation Regulation (FAR) Part 77, Surfaces, based upon current runways or future runways that may be constructed.

5. Grantee must file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any improvement within the Easement Area.
6. Grantor reserves the right to use the Easement Area subject to the rights granted herein. Grantor may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, fencing, hangars, aprons, etc.) upon said Easement Area; provided that, if Grantor's use impedes the use of Grantee granted herein, then Grantor must: (1) give notice to Grantee at least 90 days prior to the start of construction; and (2) provide Grantee with an alternate, additional, or modified easement, as necessary, to accomplish the same purpose as the Easement granted herein at no additional cost to Grantee. In the case of an emergency, or if there is an urgent need for repairs or construction within the Easement Area, Grantor is only required to give notice to Grantee that is practicable under the circumstances.
7. Grantor represents that it has a good and lawful right to grant the Easement as set forth herein, subject to all encumbrances and other exceptions to title on file or of record in the Official Records of Curry County, Oregon.
8. The Easement Improvements and Easement Area will be maintained by Grantee at its sole cost and expense; provided, however, that Grantor will be responsible for repairing any damage, or its proportionate share thereof, to the Easement Improvements and Easement Area that is caused by the acts of Grantor, its officers, employees, agents or contractors. In the event that Grantee undertakes any work within the Easement Area for the purpose of installing, repairing, or replacing the Easement Improvements or any part thereof, then Grantee agrees to promptly complete such work and, in doing so, minimize interference with the use of the Easement Area and Burdened Property by others, and to restore the Easement Area to the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is practicable after consummation of the work in question.
9. Grantee must pay, save, protect, defend, indemnify and hold the Burdened Property and Grantor and its officials, agents, and employees collectively harmless from, for and against any and all damages, demands, claims, losses, liabilities, injuries, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs or expenses whatsoever, including, without limitation, reasonable attorneys' and experts' fees and costs arising out of or relating to any property damage, physical harm, physical damage or personal injury or death caused by entry on the Burdened Property by the Grantee or any Grantee Parties or the general public in connection with this agreement.
10. In the event that either party hereto fails to perform its obligations under this agreement following the receipt of notice from the non-breaching party and a subsequent 10-day opportunity to cure, the non-breaching party will be entitled to require such performance by a suit for specific performance or, where appropriate, through injunctive relief. Such remedies are in addition to any other remedies afforded under Oregon law.

11. The Easement granted hereunder will run with the land (so long as it is in effect) with respect to the Burdened Property. The rights, covenants and obligations contained in this agreement will bind, burden and benefit each party's successors and assigns. Notwithstanding the foregoing, the parties agree that if the Easement Improvements are not completed and Grantee deems the Easement granted hereunder unnecessary for the operation of the Easement Improvements or related real property interests of Grantee over time, Grantee, in its sole and absolute discretion, may reconvey and release the Easement to the owner of the Burdened Property pursuant to a written, recordable instrument in form and substance acceptable to Grantor, and this agreement will thereafter be deemed terminated for all intents and purposes and the parties will be released from their duties and obligations hereunder, except as may be otherwise set forth herein.
12. Grantee has inspected the Easement Area and is familiar with existing conditions and accepts the Easement Area and Burdened Property for use in their present condition. In entering this agreement, Grantee is not relying on any representations as to the present or future condition of the Burdened Property or Easement Area, or the condition of any access roads or other areas located thereupon.
13. Grantee and all Grantee Parties will be required, before using any portion of the Burdened Property, to obtain and evidence to the Grantor a policy or policies of commercial general liability insurance covering the proposed uses upon the Burdened Property with coverage of no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate with respect to any claim for liability, including (without limitation) bodily injury or death, and, during the term of this agreement, maintain such insurance in a form and with companies acceptable to the Grantor in its sole and absolute discretion, insuring against liability growing out of the operations of the Grantee and Grantee Parties upon the Burdened Property. All such policies must at all times name Grantor as an additional insured party, and include automobile liability insurance covering owned, hired and non-owned vehicles. If Grantee desires to carry a separate insurance policy covering auto liability insurance as described in the preceding sentence, such separate automobile insurance policy must include coverage of no less than \$1 million per occurrence. Prior to commencing performance of this agreement, the Grantee and all applicable Grantee Parties must deliver to Grantor certificates from their respective insurance carriers evidencing the coverages described herein. All certificates of insurance must provide on their face that the policies represented thereby will not be terminated, reduced or changed without providing prior written notice to Grantor. Grantee must also require all owners of vehicles and other equipment used in connection with the performance of this Agreement to have in force and effect insurance policies satisfying the above provisions.

The parties recognize that under current Oregon Law – ORS 30.272 – the tort claim limits are increased on an annual basis. In future years Grantee agrees to increase the amount of its general liability insurance (and auto insurance) as necessary so that the amount of its liability coverage is always greater than or equal to the tort claim limit in effect at the time.

14. The Brookings Airport is owned and operated by Grantor. As a condition of Grantor acquiring airport development funds from the Federal Aviation Administration it

is required that Grantee subordinate its rights under this agreement to airport use and development. Therefore, Grantee hereby agrees that it will not, in its use of the Easement nor in the construction of Easement Improvements, enter upon airport property or interfere with or interrupt the use or operation of the airport or its attendant facilities without prior coordination with, and approval of the Grantor, which must not be unreasonably withheld.

15. The parties agree and acknowledge that this agreement constitutes the full and final agreement between the parties regarding the Easement, and may only be amended by a written instrument signed by both parties.
16. If any provisions of this agreement are determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provision to the other persons or circumstances will not be affected thereby and will remain enforceable to the greatest extent permitted by law.
17. Grantee and all Grantee Parties must at all times comply with all applicable federal, state and local laws, rules and regulations including (without limitation) those pertaining to labor, wages, hours, and working conditions, and all Environmental Laws (collectively, "**Applicable Laws**"), with respect to the use of Burdened Property, Easement Improvements and Easement Area in connection with this agreement. Grantee and all Grantee Parties are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Burdened Property or any other lands owned by Grantor. For purposes of this agreement, the term "**Environmental Laws**" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the Burdened Property, including (without limitation) the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any amendments thereto (the "**ESA**"). For purposes of this agreement, the term "**Hazardous Substance**" means any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl.
18. Grantee will save and keep Grantor and the State of Oregon harmless from and indemnify them against any penalty, damage, or charges imposed for any violation of any laws, including Environmental Laws, and at all times protect, indemnify and save Grantor and the State of Oregon harmless of and from any loss, cost, damage or expense, including attorney's fees, arising out of or from any violation of law, accident or any other occurrence on or about the Easement Area, as described, causing injury to any person or property, arising by reason of Grantee or any Grantee Party's construction of the Easement Improvements, or use of the Easement.
19. With respect to any dispute relating to this agreement, or in the event that a suit, action or other proceeding of any nature whatsoever, including, without limitation, any proceeding under any bankruptcy court and involving issues peculiar to bankruptcy law, or any action seeking a declaration of rights or an action for rescission, is instituted to interpret

or enforce this agreement or any provision of this agreement, each party will bear its own legal costs and fees, including attorneys' fees in connection therewith.

20. This agreement will be governed by and construed in accordance with the laws of the State of Oregon. In addition, the parties agree that in the event of any dispute concerning this agreement, venue for any cause of action arising out of, or having to do with, this agreement will be, and is, in Curry County, Oregon.
21. Time is of the essence with respect to all of the duties and obligations of the parties hereunder.
22. This agreement is binding upon Grantor, its successors and assigns, and will inure to the benefit of Grantee, its successors and assigns, effective as of the Effective Date.
23. This Easement will expire on its own terms on December 31, 2017.

GRANTOR:

CURRY COUNTY, a political subdivision of the State of Oregon

Dated: _____

By: _____
_____, Chair
Board of Curry County Commissioners

By: _____
_____, Vice Chair
Board of Curry County Commissioners

By: _____
_____, Commissioner
Board of Curry County Commissioners

ACCEPTED BY GRANTEE:

THE CITY OF BROOKINGS, OREGON, a municipal corporation

Dated: _____

By: _____
Gary Milliman, City Manager

**ACCEPTED BY FEDERAL AVIATION
ADMINISTRATION**

By: _____

Exhibits

“A” – Description/Depiction of Easement Area

“B” – Description of Burdened Property

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me this _____ day of _____, 20 ____,
by Susan Brown, David Brock Smith, and Thomas Huxley, as Commissioners for the County of
Curry, State of Oregon.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me this _____ day of _____, 20 ____,
by Gary Milliman, City Manager of the City of Brookings, an Oregon municipal corporation, on
behalf of the municipal corporation.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

EXHIBIT A
INGRESS/EGRESS EASEMENT TO RESERVOIR
CITY OF BROOKINGS

An easement for construction, maintenance, and replacement purposes of an access road, ditching, culvert, and related appurtenances for accessing the reservoir easement parcel over a strip of land 30 feet in width over a portion of the northeast quarter of Section 31, the northwest quarter of Section 31, and the southwest quarter of Section 30, Township 40 South, Range 13 West of the Willamette Meridian, Curry County, Oregon, with the centerline of said 30-foot strip of land being more particularly described as follows:

Beginning at the East 1/16 corner of said Section 30, marked by a 1-inch iron pipe with a 2-inch brass cap, which bears North 89° 34' 59" East 1,310.85 feet from the South 1/4 corner of said Section 30, being marked by a 1-inch iron pipe with a brass cap, said line being the Basis of Bearings;

Thence South 0° 06' 52" East 319.71 feet along the east line of the northwest quarter of the northeast quarter of said Section 31 to the TRUE POINT OF BEGINNING;

Thence westerly 56.19 feet being on a curve concave to the northeast having a radius of 110.00 feet with central angle of 29° 16' 03", whose chord bears North 61° 56' 34" West 55.58 feet;

Thence North 47° 18' 32" West 38.34 feet, herein referred to as Point A;

Thence westerly 32.23 feet being on a curve concave to the southwest having a radius of 50.00 feet with central angle of 36° 55' 50", whose chord bears North 65° 46' 27" West 31.67 feet;

Thence North 84° 14' 22" West 40.34 feet, herein referred to as Point B;

Thence North 84° 14' 22" West 44.80 feet, herein referred to as Point C;

Thence North 84° 14' 22" West 44.80 feet

Thence westerly 131.86 feet being on a curve concave to the north having a radius of 500.00 feet with central angle of 15° 06' 35", whose chord bears North 76° 41' 05" West 131.48 feet;

Thence North 69° 07' 47" West 53.51 feet;

Thence westerly 72.00 feet being on a curve concave to the south having a radius of 250.00 feet with central angle of 16° 30' 05", whose chord bears North 77° 22' 50" West 71.75 feet;

Thence North 85° 37' 52" West 38.60 feet;

Thence westerly 182.13 feet being on a curve concave to the south having a radius of 300.00 feet with central angle of 34° 47' 03", whose chord bears South 76° 58' 36" West 179.35 feet;

Thence South 59° 35' 05" West 378.84 feet;

Thence westerly 74.96 feet being on a curve concave to the north having a radius of 50.00 feet with central angle of $85^{\circ} 53' 30''$, whose chord bears North $77^{\circ} 28' 10''$ West 68.13 feet, herein referred to as Point D;

Thence North $34^{\circ} 31' 25''$ West 77.44 feet;

Thence northwesterly 237.13 feet being on a curve concave to the southwest having a radius of 535.00 feet with central angle of $25^{\circ} 23' 44''$, whose chord bears North $47^{\circ} 13' 17''$ West 235.20 feet;

Thence North $59^{\circ} 55' 09''$ West 337.39 feet;

Thence North $59^{\circ} 16' 50''$ West 286.53 feet;

Thence southwesterly 542.06 feet being on a curve concave to the southeast having a radius of 252.00 feet with central angle of $123^{\circ} 14' 41''$, whose chord bears South $59^{\circ} 05' 50''$ West 443.44 feet, more or less to the west line of the County Airport property, all as specified on the attached map.

ALSO AND:

A 30 foot width easement for construction, maintenance, and replacement purposes of a culvert and related appurtenances, beginning at Point B

Thence North $0^{\circ} 01' 06''$ East 55.00 feet to the POINT OF BEGINNING OF CULVERT EASEMENT;

Thence South $0^{\circ} 01' 06''$ East 110.00 feet, all as specified on the attached map

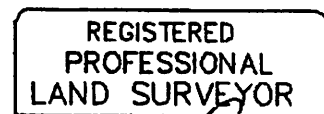
TOGETHER WITH:

The sidelines of said 30 foot easement being extended to terminate on the east and west property lines of the County Airport property.

ALSO TOGETHER WITH:

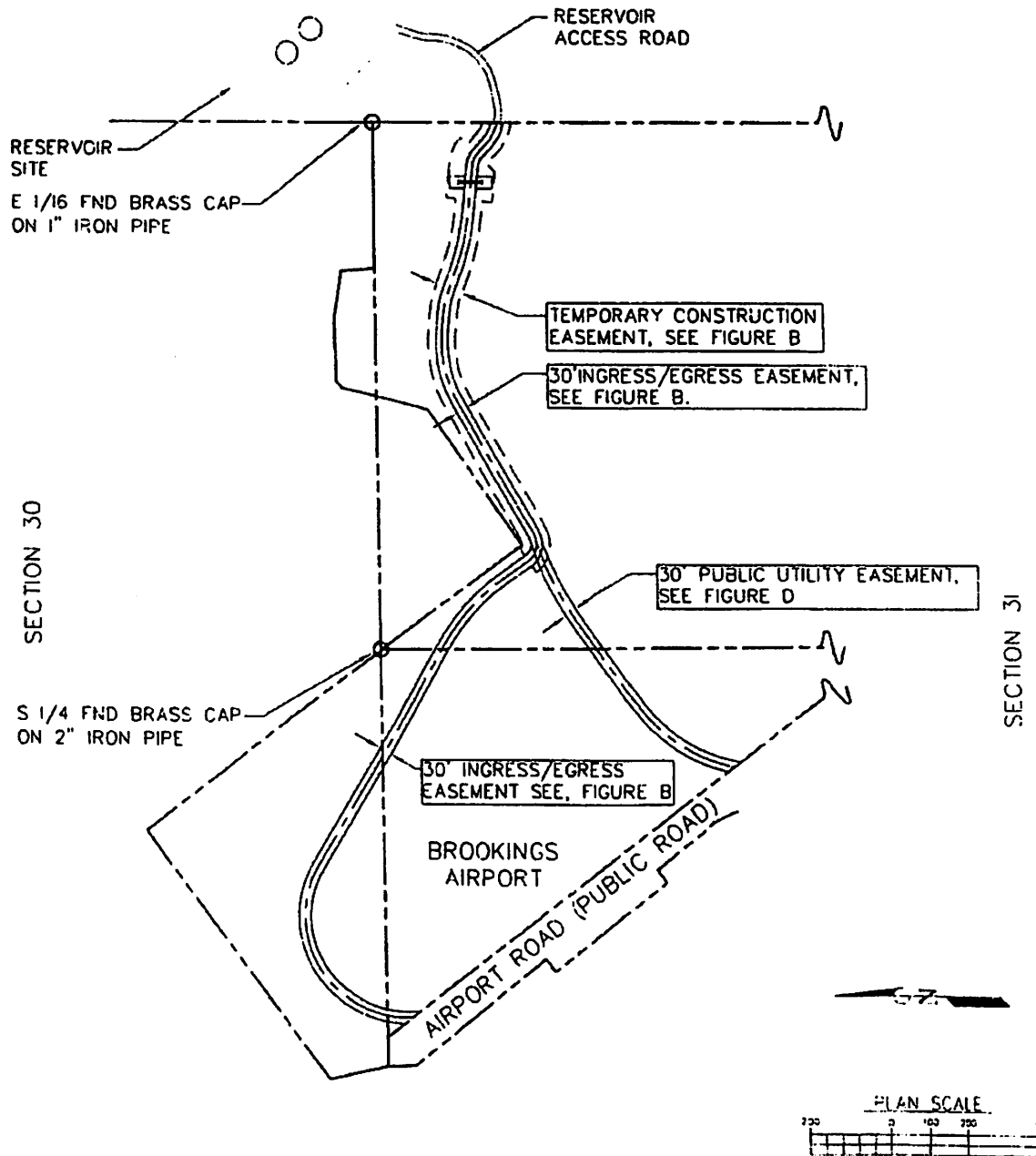
A temporary easement for construction purposes, being 70 feet in width along the centerline of the hereinabove described centerline, from the TRUE POINT OF BEGINNING to Point D with the width being increased to 120 feet between Point A and Point C.

Said temporary easement will terminate on December 31, 2015



EXPIRES: 12-31-15

LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31.
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON



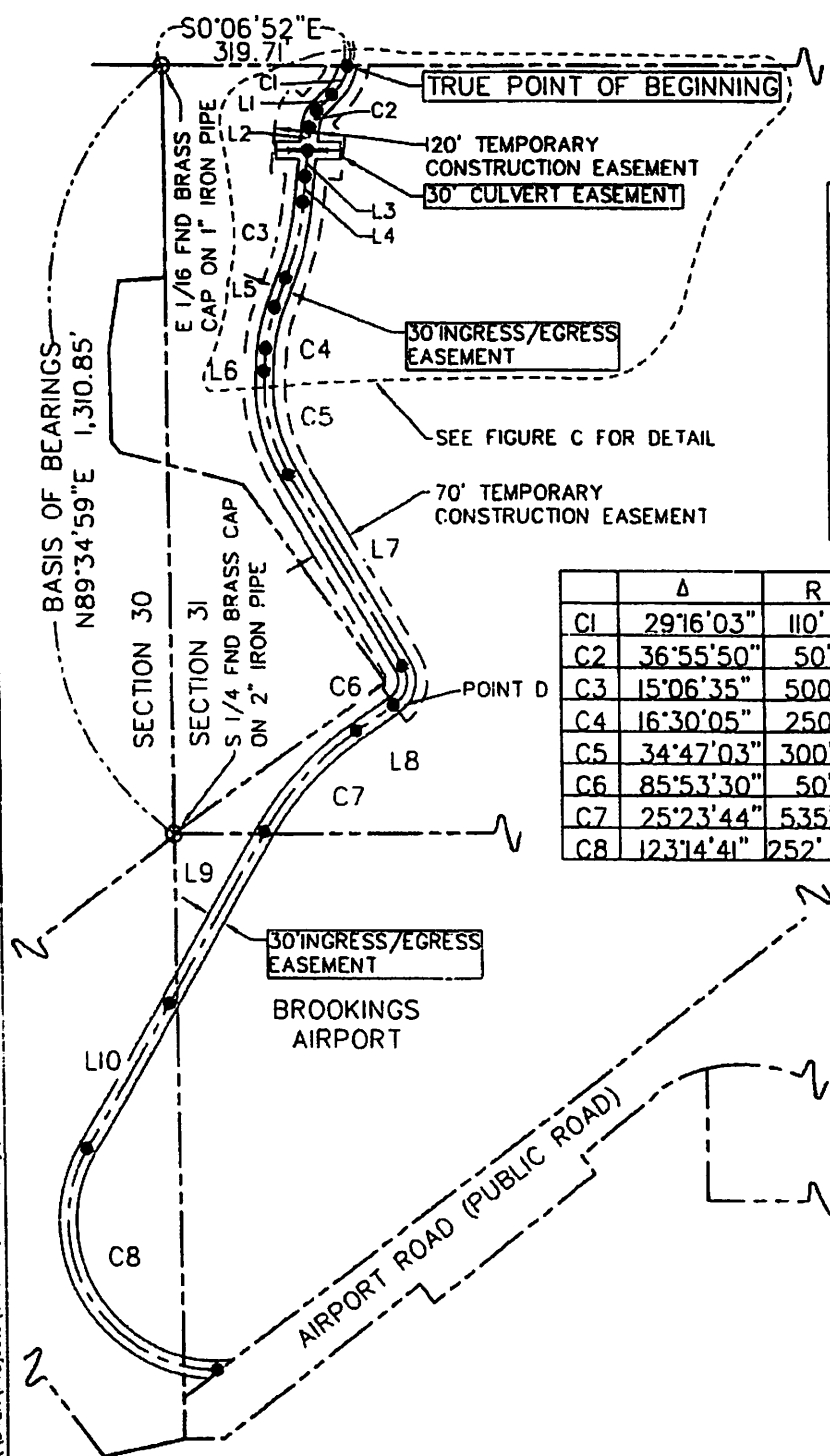
\\dycorp\projects\active\145.43\Brookings Airport Easement.dwg 10/15/2014 12:00:54 PM PST

THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.	CITY OF BROOKINGS AIRPORT INFRASTRUCTURE IMPROVEMENTS	FIGURE NO. A
DATE OCTOBER 2014 PROJECT NO. 145.43	INGRESS/EGRESS & PUBLIC UTILITY EASEMENT MAP	

LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31.
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON

PLOT DATE October 16, 2014

\\DYER\Projects\04Active\145.43\dwg\AIRPORT EASEMENT.dwg, 10/16/2014 1:46:31 PM



LINE	BEARING	DISTANCE
L1	N47°18'32"W	38.34'
L2	N84°14'22"W	40.34'
L3	N84°14'22"W	44.80'
L4	N84°14'22"W	44.80'
L5	N69°07'47"W	53.51'
L6	N85°37'52"W	38.60'
L7	S59°35'05"W	378.84'
L8	N34°31'25"W	77.44'
L9	N59°55'09"W	337.39'
L10	N59°16'50"W	286.53'

	Δ	R	L	CH. BEAR	CH. L
C1	29°16'03"	110'	56.19'	N61°56'34"W	55.58'
C2	36°55'50"	50'	32.23'	N65°46'27"W	31.67'
C3	15°06'35"	500'	131.86'	N76°41'05"W	131.48'
C4	16°30'05"	250'	72.00'	N77°22'50"W	71.75'
C5	34°47'03"	300'	182.13'	S76°58'36"W	179.35'
C6	85°53'30"	50'	74.96'	N77°28'10"W	68.13'
C7	25°23'44"	535'	237.13'	N47°13'17"W	235.20'
C8	123°14'41"	252'	542.06'	S59°05'50"W	443.44'

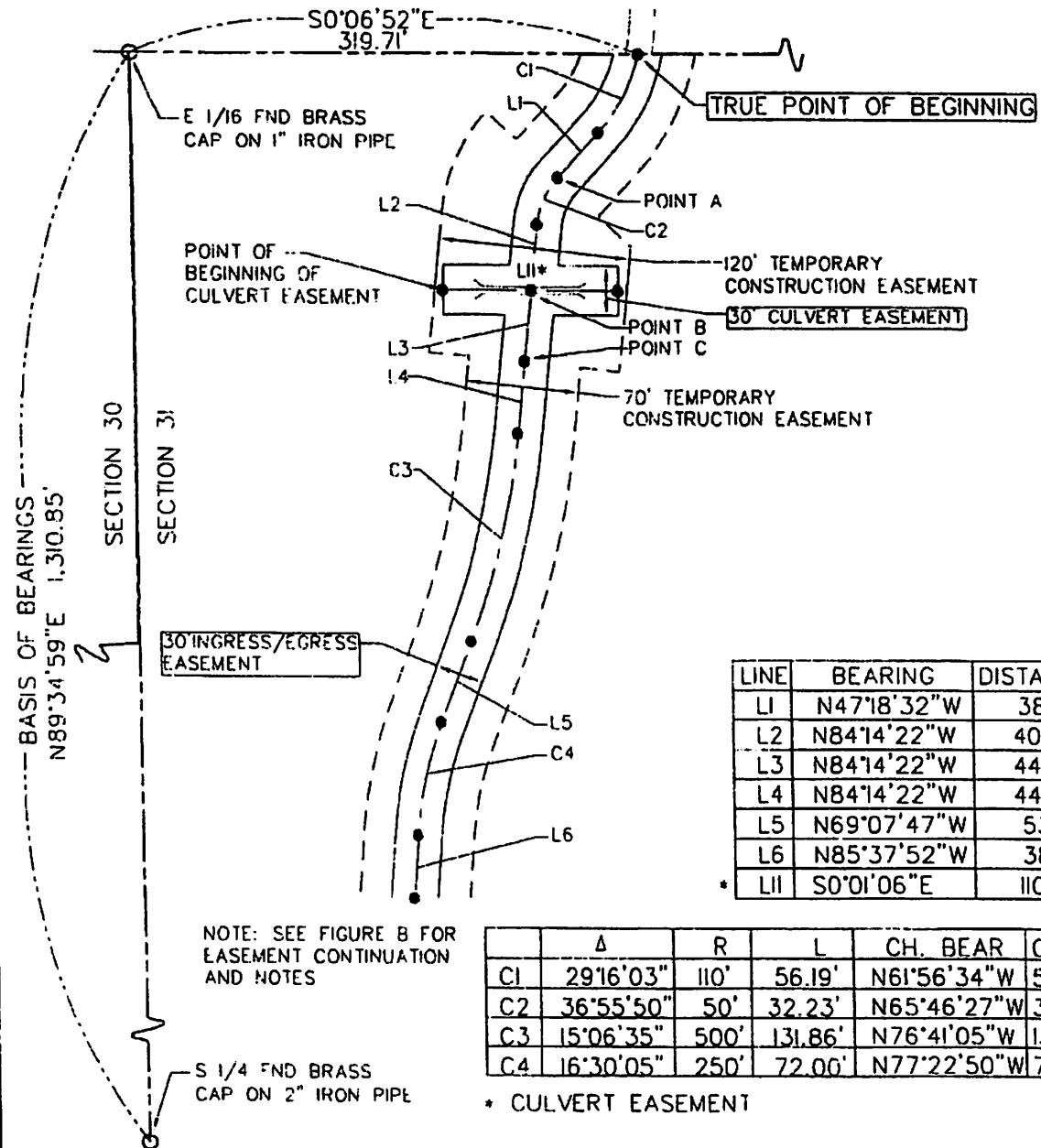


THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC	CITY OF BROOKINGS AIRPORT INFRASTRUCTURE IMPROVEMENTS INGRESS/EGRESS EASEMENT MAP	FIGURE NO. B
DATE: OCTOBER 2014		
PROJECT NO.: 145.43		

PLOT DATE: October 16, 2014

\\DYER\Projects\01A-2\live\45 a3\dwg\AIRPORT EASEMENT.dwg, 10/16/2014 1:28:47 PM

LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON



LINE	BEARING	DISTANCE
L1	N47°18'32\"W	38.34'
L2	N84°14'22\"W	40.34'
L3	N84°14'22\"W	44.80'
L4	N84°14'22\"W	44.80'
L5	N69°07'47\"W	53.51'
L6	N85°37'52\"W	38.60'
* L11	S0°01'06\"E	110.00'

	Δ	R	L	CH. BEAR	CH. L
C1	29°16'03\"	110'	56.19'	N61°56'34\"W	55.58'
C2	36°55'50\"	50'	32.23'	N65°46'27\"W	31.67'
C3	15°06'35\"	500'	131.86'	N76°41'05\"W	131.48'
C4	16°30'05\"	250'	72.00'	N77°22'50\"W	71.75'

* CULVERT EASEMENT



THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.	CITY OF BROOKINGS AIRPORT INFRASTRUCTURE IMPROVEMENTS	FIGURE NO.
DATE: OCTOBER 2014	INGRESS/EGRESS EASEMENT MAP DETAIL	C
PROJECT NO.: 145.43		

40-13-31, 200

EXHIBIT "B"

A parcel of land as described in Exhibit A of Instrument 1997-2452, TOGETHER WITH that parcel conveyed to Curry County as recorded January 8, 1997, in Instrument 97-00096, Official Records of Curry County, Oregon.

AFTER RECORDING RETURN TO:

City of Brookings
898 Elk Drive
Brookings, OR 97415

Mail Tax Statements To: No Change

PUBLIC UTILITY EASEMENT FOR WATERLINE & INGRESS/EGRESS

Effective as of this ____ day of _____, 2015 (the “**Effective Date**”), South Coast Lumber Co., an Oregon corporation (“**South Coast**”), and Chetco Resources, LLC, an Oregon limited liability company (“**Chetco Resources**,” and, together with South Coast, collectively “**Grantor**”), hereby grant to the City of Brookings, Oregon, a municipal corporation (“**Grantee**”), a non-exclusive perpetual easement (the “**Easement**”) over the real property described and depicted on Exhibit “A” attached hereto and incorporated herein (the “**Easement Area**”), for the construction, maintenance and replacement of an access road and new waterline, together with related appurtenances (collectively, the “**Easement Improvements**”), to be located by Grantee on the collective real property of Grantor situated in the City of Brookings, Curry County, State of Oregon, as more particularly described on Exhibit “B” attached hereto and incorporated herein for all intents and purposes (the “**Burdened Property**”).

There is no cash consideration being paid by Grantee to Grantor for the Easement. The Easement is conveyed freely and voluntarily by Grantor to allow Grantee to construct and maintain the Easement Improvements upon the Easement Area, which will provide at least incidental benefits to Grantor, as well as the citizens of the City of Brookings.

The Easement is granted on the following terms and conditions:

1. The Easement shall include a permanent, nonexclusive right of right of Grantee, its officers, agents, employees and contractors (each, a “**Grantee Party**,” and collectively, the “**Grantee Parties**”) to commercially reasonable vehicular and pedestrian ingress and egress upon, over and across the Easement Area for the purposes of constructing, maintaining, and replacing the Easement Improvements, as may exist from time to time.

2. Grantor agrees to not plant, build, construct or create, nor permit others to plant, build, construct or create any flora, buildings or other structures, including fences within the Easement Area that may unreasonably interfere with the use of the Easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the Easement Improvements. Notwithstanding the foregoing, the parties agree and acknowledge that the parties comprising Grantor and their officers, agents, employees and contractors (each, a “**Grantor Party**,” and collectively, the “**Grantor Parties**”) may use the Easement Area as provided herein

1 – WATERLINE & INGRESS/EGRESS EASEMENT

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so long as such use does not unreasonably impede the Grantee's use of the Easement Area as contemplated herein.

3. Grantor represents that it has a good and lawful right to grant the Easement as set forth herein, subject to all encumbrances and other exceptions to title on file or of record in the Official Records of Curry County, Oregon, to the extent such exceptions are valid, subsisting, and affect the Easement Area.

4. The Easement Improvements and Easement Area shall be maintained by Grantee at its sole cost and expense. In the event that Grantee undertakes any work within the Easement Area for the purpose of installing, repairing, or replacing the Easement Improvements or any part thereof, then Grantee agrees to promptly complete such work and, in doing so, minimize interference with the use of the Easement Area and Burdened Property by others, and reasonably restore the Easement Area to the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is reasonably practicable after consummation of the work in question.

5. Grantee shall pay, save, protect, defend, indemnify and hold the Burdened Property and the parties comprising Grantor and their officers, directors, members and shareholders collectively harmless from, for and against any and all damages, demands, claims, losses, liabilities, injuries, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs or expenses whatsoever (including, without limitation), reasonable attorneys' and experts' fees and costs arising out of or relating to any property damage, physical harm, physical damage or personal injury or death caused by entry on the Burdened Property by the Grantee or any Grantee Parties or the general public in connection with this agreement.

6. In the event that any party hereto shall fail to perform its obligations under this agreement following the receipt of notice from a non-breaching party and a subsequent 10-day opportunity to cure, the applicable non-breaching party shall be entitled to require such performance by a suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law.

7. The Easement granted hereunder shall forever run with the land with respect to the Burdened Property. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit each party's successors and assigns. Notwithstanding the foregoing, the parties agree that if the Easement Improvements are not completed and Grantee deems the Easement granted hereunder unnecessary for the operation of the Easement Improvements or related real property interests of Grantee over time, Grantee, in its sole and absolute discretion, may reconvey and release the Easement to the owner of the Burdened Property pursuant to a written, recordable instrument in form and substance acceptable to Grantee, and this agreement shall thereafter be deemed terminated for all intents and purposes and the parties shall be released from their duties and obligations hereunder, except as may be otherwise set forth herein.

2 – WATERLINE & INGRESS/EGRESS EASEMENT

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8. Grantee has inspected the Easement Area and is familiar with existing conditions and accepts the Easement Area and Burdened Property for use in their present condition. In entering this agreement, Grantee is not relying on any representations as to the present or future condition of the Burdened Property or Easement Area, or the condition of any access roads or other areas located thereupon. The parties further agree that Grantee is aware that Grantor engages in felling, cutting and hauling away of trees and other forest products situated and growing upon the Burdened Property and other property of Grantor located in the vicinity of the Burdened Property, and rock and mineral mining and hauling thereupon. It shall be the duty of Grantee and all Grantee Parties to take care and to be aware of those areas on which forest practices, mining or hauling activities or similar operations are taking place.

9. Grantee and all Grantee Parties shall be required, before using any portion of the Burdened Property, to obtain and evidence to the Grantor a policy or policies of commercial general liability insurance covering the proposed uses upon the Burdened Property with coverage of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with respect to any claim for liability, including (without limitation) bodily injury or death, and, during the term of this agreement, maintain such insurance in a form and with companies acceptable to the Grantor in its sole and absolute discretion, insuring against liability growing out of the operations of the Grantee and Grantee Parties upon the Burdened Property. All such policies shall at all times name Grantor as an additional insured party, and include automobile liability insurance covering owned, hired and non-owned vehicles. If Grantee desires to carry a separate insurance policy covering auto liability insurance as described in the preceding sentence, such separate automobile insurance policy shall include coverage of no less than \$1 million per occurrence. Prior to commencing performance of this agreement, the Grantee and all applicable Grantee Parties shall deliver to Grantor certificates from their respective insurance carriers evidencing the coverages described herein. All certificates of insurance shall provide on their face that the policies represented thereby will not be terminated, reduced or changed without providing thirty (30) days prior written notice to Grantor. Grantee shall also require all owners of vehicles and other equipment used in connection with the performance of this Agreement to have in force and effect insurance policies satisfying the above provisions. Any policy or policies of insurance which any Grantee Party (not including Grantee) obtains in connection with the Burdened Property or allowed use thereof contemplated by this agreement shall include a clause or endorsement denying the insurer any rights of subrogation against the Grantor, to the extent reasonably available.

10. The parties agree and acknowledge that this agreement constitutes the full and final agreement between the parties regarding the Easement Improvements and Easement, and may only be amended by a written instrument between the parties.

11. If any provisions of this agreement are determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provision to the other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3 – WATERLINE & INGRESS/EGRESS EASEMENT

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12. Grantee and all Grantee Parties shall at all times comply with all applicable federal, state and local laws, rules and regulations including (without limitation) those pertaining to labor, wages, hours, and working conditions, and all Environmental Laws (collectively, "**Applicable Laws**"), with respect to the use of Burdened Property, Easement Improvements and Easement Area in connection with this agreement. Grantee and all Grantee Parties are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Burdened Property or any other lands owned by Grantor. For purposes of this agreement, the term "**Environmental Laws**" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the Burdened Property, including (without limitation) the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any amendments thereto (the "**ESA**"). For purposes of this agreement, the term "**Hazardous Substance**" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. In addition to all other indemnities set forth herein, Grantee shall pay, save, protect, defend, indemnify, and hold harmless Grantor, the Burdened Property and the respective employees, agents, contractors and subcontractors of the Grantor from and against (i) any and all loss, damage, cost, expense, or liability (including reasonable attorneys' fees) resulting from any lawsuit whatsoever or governmental enforcement action brought against the Grantor, the Burdened Property or such other parties in connection with a violation of Environmental Laws caused by the activities of Grantee and the Grantee Parties upon the Burdened Property, and (ii) the reasonable costs of repairs and improvements necessary as a result of any lawsuit whatsoever or governmental enforcement action to return the Burdened Property or any other lands owned by Grantor to the physical condition existing prior to the use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon by Grantee or the Grantee Parties in violation of Applicable Laws, including (without limitation) Environmental Laws.

13. With respect to any dispute relating to this agreement, or in the event that a suit, action or other proceeding of any nature whatsoever, including, without limitation, any proceeding under any bankruptcy court and involving issues peculiar to bankruptcy law, or any action seeking a declaration of rights or an action for rescission, is instituted to interpret or enforce this agreement or any provision of this agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys', paralegals', accountants', and other experts' and professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court which hears a request to stay litigation. In making the determination of who is the prevailing party, the parties agree that

4 – WATERLINE & INGRESS/EGRESS EASEMENT

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an award of money damages shall be one factor in the court's or courts' decision, but shall not be the only factor. Other factors for the court or courts to consider shall include, but not be limited to, the number, size and importance of claims asserted by the party in whose favor a monetary award was made, but on which it did not prevail, the size of any monetary award in relation to the amount requested and the resolution of non-monetary issues. To aid in the court determination of who is the prevailing party and the reasonableness of the award of attorney fees, the court shall be entitled to compare the final award to the parties' settlement offers made in writing prior to the arbitration hearing or legal proceeding, as the case may be.

14. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. In addition, the parties agree that in the event of any dispute concerning this agreement, venue for any cause of action arising out of, or having to do with, this agreement shall be, and is, in Curry County, Oregon.

15. Time is of the essence with respect to all of the duties and obligations of the parties hereunder.

[Signatures contained on following page]

This agreement shall be binding upon the parties comprising Grantor, their successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns, effective as of the Effective Date.

SOUTH COAST:

SOUTH COAST LUMBER CO., an Oregon corporation

Dated: _____, 2015

By: _____
Name: _____
Title: _____

CHETCO RESOURCES:

CHETCO RESOURCES, LLC, an Oregon limited liability company

Dated: _____, 2015

By: _____
Name: _____
Title: _____

GRANTEE:

THE CITY OF BROOKINGS, OREGON, a municipal corporation

Dated: _____, 2015

By: _____
Name: _____
Title: _____

Exhibits

“A” – Description/Depiction of Easement Area

6 – WATERLINE & INGRESS/EGRESS EASEMENT

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“B” – Description of Burdened Property

7 – WATERLINE & INGRESS/EGRESS EASEMENT

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STATE OF OREGON)
) ss.
County of _____)

 This instrument was acknowledged before me this _____ day of _____, 2015, by
_____, _____ of South Coast Lumber Co., an Oregon
corporation, on behalf of the corporation.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

 This instrument was acknowledged before me this _____ day of _____, 2015, by
_____, _____ of Chetco Resources, LLC, an Oregon
limited liability company, on behalf of the limited liability company.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

8 – WATERLINE & INGRESS/EGRESS EASEMENT

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STATE OF OREGON)
) ss.
County of _____)

 This instrument was acknowledged before me this _____ day of _____, 2015, by Gary Milliman, City Manager of The City of Brookings, an Oregon municipal corporation, on behalf of the municipal corporation.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A

WATERLINE & INGRESS/EGRESS EASEMENT TO RESERVOIR PARCEL CITY OF BROOKINGS

An easement for construction, maintenance and replacement purposes of access road and related appurtenances for accessing the reservoir easement parcel as well as construction and maintenance purposes of a new waterline and related appurtenances over a strip of land 30 feet in width over a portion of the northeast quarter of Section 31, Township 40 South, Range 13 West of Willamette Meridian, Curry County, Oregon, said centerline of 30-foot strip of land being more particularly described as follows:

Beginning at the East 1/16 corner of said Section 30, marked by a 1-inch iron pipe with a 2-inch brass cap, which bears North 89° 34' 59" East 1,310.85 feet from the South 1/4 corner of said Section 30, being marked by a 1-inch iron pipe with a brass cap, said line being the Basis of Bearings;

Thence South 71° 57' 42" East 239.45 feet to the TRUE POINT OF BEGINNING, herein referred to as "Point A";

Thence South 18° 30' 01" West 31.78 feet;

Thence southerly 35.15 feet being on a curve concave to the east having a radius of 120.00 feet with central angle of 16° 46' 53", whose chord bears South 10° 06' 35" West 35.02 feet;

Thence South 1° 43' 08" West 26.47 feet;

Thence southerly 39.90 feet being on a curve concave to the west having a radius of 120.00 feet with central angle of 19° 03' 00", whose chord bears South 11° 14' 38" West 39.72 feet;

Thence South 20° 46' 08" West 20.42 feet;

Thence southwesterly 139.03 feet being on a curve concave to the northwest having a radius of 140.00 feet with central angle of 56° 54' 00", whose chord bears South 49° 13' 09" West 133.39 feet;

Thence South 77° 40' 09" West 45.80 feet;

Thence westerly 49.45 feet being on a curve concave to the north having a radius of 110.00 feet with central angle of 25° 45' 16", whose chord bears North 89° 27' 13" West 49.03 feet, more or less to the west line of the northeast quarter of the northeast quarter of said Section 31, all as specified on the attached map.

TOGETHER WITH: The sidelines of said 30 foot easement being extended to terminate on the boundary of the reservoir site easement.

ALSO TOGETHER WITH: A 50 foot width temporary easement for construction purposes of water line system and reservoir access road, the centerline of which is the centerline of the hereinabove described strip of land.

Said temporary easement will terminate on December 31, 2015.

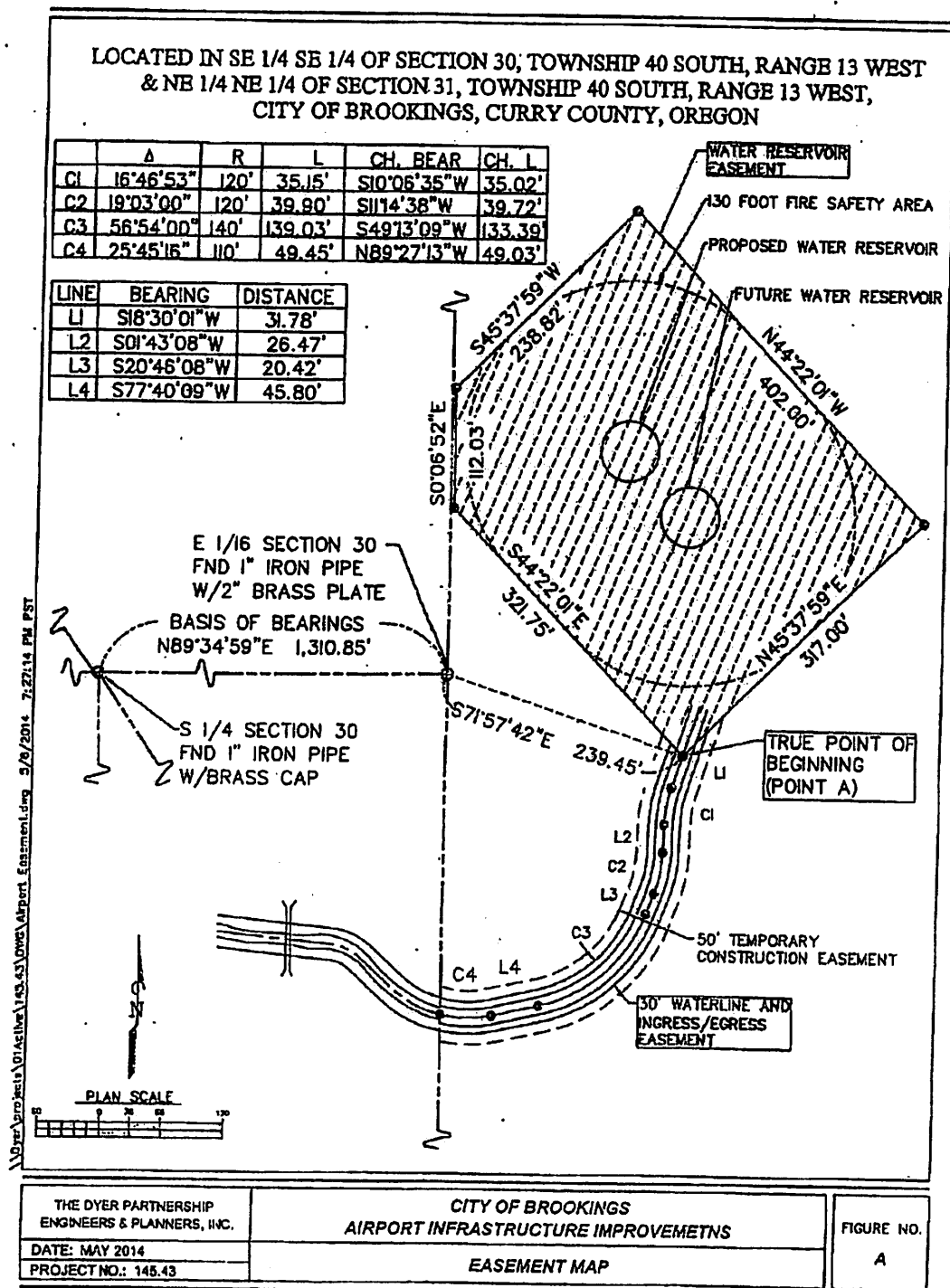
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 26, 1968
MICHAEL W. ERICKSON
2340

EXPIRES 12-31-15

11 – WATERLINE & INGRESS/EGRESS EASEMENT

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12 – WATERLINE & INGRESS/EGRESS EASEMENT

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EXHIBIT B

Burdened Property

That portion of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, along with that portion of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, T.40S., R.13W, W.M., Curry County, Oregon.

AFTER RECORDING RETURN TO:

City of Brookings
898 Elk Drive
Brookings, OR 97415

Mail Tax Statements To: No Change

PUBLIC UTILITY EASEMENT FOR WATER RESERVOIR

Effective as of this ____ day of _____, 2015 (the “**Effective Date**”), South Coast Lumber Co., an Oregon corporation (“**South Coast**”), and Chetco Resources, LLC, an Oregon limited liability company (“**Chetco Resources**,” and, together with South Coast, collectively “**Grantor**”), hereby grant to the City of Brookings, Oregon, a municipal corporation (“**Grantee**”), a non-exclusive perpetual easement (the “**Easement**”) over the real property described and depicted on Exhibit “A” attached hereto and incorporated herein (the “**Easement Area**”), for construction, maintenance and access purposes related to a water reservoir and related appurtenances (collectively, the “**Reservoir**”) to be located by Grantee on the collective real property of Grantor situated in the City of Brookings, Curry County, State of Oregon, as more particularly described on Exhibit “B” attached hereto and incorporated herein for all intents and purposes (the “**Burdened Property**”).

There is no cash consideration being paid by Grantee to Grantor for the Easement. The Easement is conveyed freely and voluntarily by Grantor to allow Grantee to construct and maintain the Reservoir upon the Easement Area, which will provide at least incidental benefits to Grantor, as well as the citizens of the City of Brookings.

This Easement is conveyed by Grantor to Grantee subject at all times to the following terms and conditions:

1. The Easement shall include a permanent right of Grantee, its officers, agents, employees and contractors (each, a “**Grantee Party**,” and collectively, the “**Grantee Parties**”) to commercially reasonable vehicular and pedestrian ingress and egress upon, over and across the Burdened Property for the purposes of constructing and maintaining the Reservoir within the Easement Area.

2. Grantor agrees to not plant, build, construct or create, nor permit others to plant, build, construct or create any flora, buildings or other structures, including fences within the Easement Area that may unreasonably interfere with the use of the Easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the Reservoir. Notwithstanding the foregoing, the parties agree and acknowledge that the parties comprising Grantor and their officers, agents, employees and contractors (each, a “**Grantor Party**,” and collectively, the “**Grantor Parties**”) may use the Easement Area as provided herein so long as such use does not unreasonably impede the Grantee’s use of the Easement Area as contemplated herein.

1 – WATER RESERVOIR EASEMENT

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3. Grantor represents that it has a good and lawful right to grant the Easement as set forth herein, subject to all encumbrances and other exceptions to title on file or of record in the Official Records of Curry County, Oregon, to the extent such exceptions are valid, subsisting, and affect the Easement Area.

4. The Reservoir and Easement Area shall be maintained by Grantee at its sole cost and expense. In the event that Grantee undertakes any work within the Easement Area for the purpose of installing, repairing, or replacing the Reservoir or any part thereof, then Grantee agrees to promptly complete such work and, in doing so, minimize interference with the use of the Easement Area and Burdened Property by others, and reasonably restore the Easement Area to the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is reasonably practicable after consummation of the work in question.

5. Grantee shall pay, save, protect, defend, indemnify and hold the Burdened Property and the respective parties comprising Grantor and their officers, directors, members and shareholders collectively harmless from, for and against any and all damages, demands, claims, losses, liabilities, injuries, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs or expenses whatsoever (including, without limitation), reasonable attorneys' and experts' fees and costs arising out of or relating to any property damage, physical harm, physical damage or personal injury or death caused by entry on the Burdened Property by the Grantee or any Grantee Parties or the general public in connection with this agreement.

6. In the event that any party hereto shall fail to perform its obligations under this agreement following the receipt of notice from a non-breaching party and a subsequent 10-day opportunity to cure, the applicable non-breaching party shall be entitled to require such performance by a suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law.

7. The Easement granted hereunder shall forever run with the land with respect to the Burdened Property. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit each party's successors and assigns. Notwithstanding the foregoing, the parties agree that if the Reservoir is not completed and Grantee deems the Easement granted hereunder unnecessary for the operation of the Reservoir over time, Grantee, in its sole and absolute discretion, may reconvey and release the Easement to the owner of the Burdened Property pursuant to a written, recordable instrument in form and substance acceptable to Grantee, and this agreement shall thereafter be deemed terminated for all intents and purposes and the parties shall be released from their duties and obligations hereunder, except as may be otherwise set forth herein.

8. Grantee has inspected the Easement Area and is familiar with existing conditions and accepts the Easement Area and Burdened Property for use in their present condition. In entering this agreement, Grantee is not relying on any representations as to the present or future condition of the Burdened Property or Easement Area, or the condition of any access roads or other areas located thereupon. The parties further agree that Grantee is aware that Grantor engages in felling, cutting and hauling away of trees and other forest products situated and growing upon the Burdened Property and other property of Grantor located in the vicinity of the

2 – WATER RESERVOIR EASEMENT

Burdened Property, and rock and mineral mining and hauling thereupon. It shall be the duty of Grantee and all Grantee Parties to take care and to be aware of those areas on which forest practices, mining or hauling activities or similar operations are taking place.

9. Grantee and all Grantee Parties shall be required, before using any portion of the Burdened Property, to obtain and evidence to the Grantor a policy or policies of commercial general liability insurance covering the proposed uses upon the Burdened Property with coverage of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with respect to any claim for liability, including (without limitation) bodily injury or death, and, during the term of this agreement, maintain such insurance in a form and with companies acceptable to the Grantor in its sole and absolute discretion, insuring against liability growing out of the operations of the Grantee and Grantee Parties upon the Burdened Property. All such policies shall at all times name Grantor as an additional insured party, and include automobile liability insurance covering owned, hired and non-owned vehicles. If Grantee desires to carry a separate insurance policy covering auto liability insurance as described in the preceding sentence, such separate automobile insurance policy shall include coverage of no less than \$1 million per occurrence. Prior to commencing performance of this agreement, the Grantee and all applicable Grantee Parties shall deliver to Grantor certificates from their respective insurance carriers evidencing the coverages described herein. All certificates of insurance shall provide on their face that the policies represented thereby will not be terminated, reduced or changed without providing thirty (30) days prior written notice to Grantor. Grantee shall also require all owners of vehicles and other equipment used in connection with the performance of this Agreement to have in force and effect insurance policies satisfying the above provisions. Any policy or policies of insurance which any Grantee Party (not including Grantee) obtains in connection with the Burdened Property or allowed use thereof contemplated by this agreement shall include a clause or endorsement denying the insurer any rights of subrogation against the Grantor, to the extent reasonably available.

10. The parties agree and acknowledge that this agreement constitutes the full and final agreement between the parties regarding the Reservoir and Easement, and may only be amended by a written instrument between the parties.

11. If any provisions of this agreement are determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provision to the other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12. Grantee and all Grantee Parties shall at all times comply with all applicable federal, state and local laws, rules and regulations including (without limitation) those pertaining to labor, wages, hours, and working conditions, and all Environmental Laws (collectively, "**Applicable Laws**"), with respect to the use of Burdened Property, Reservoir and Easement Area in connection with this agreement. Grantee and all Grantee Parties are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Burdened Property or any other lands owned by Grantor. For purposes of this agreement, the term "**Environmental Laws**" means any federal, state, local law, statute, ordinance, regulation or

3 – WATER RESERVOIR EASEMENT

order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the Burdened Property, including (without limitation) the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any amendments thereto (the "ESA"). For purposes of this agreement, the term "**Hazardous Substance**" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. In addition to all other indemnities set forth herein, Grantee shall pay, save, protect, defend, indemnify, and hold harmless Grantor, the Burdened Property and the respective employees, agents, contractors and subcontractors of the Grantor from and against (i) any and all loss, damage, cost, expense, or liability (including reasonable attorneys' fees) resulting from any lawsuit whatsoever or governmental enforcement action brought against the Grantor, the Burdened Property or such other parties in connection with a violation of Environmental Laws caused by the activities of Grantee and the Grantee Parties upon the Burdened Property, and (ii) the reasonable costs of repairs and improvements necessary as a result of any lawsuit whatsoever or governmental enforcement action to return the Burdened Property or any other lands owned by Grantor to the physical condition existing prior to the use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon by Grantee or the Grantee Parties in violation of Applicable Laws, including (without limitation) Environmental Laws.

13. With respect to any dispute relating to this agreement, or in the event that a suit, action or other proceeding of any nature whatsoever, including, without limitation, any proceeding under any bankruptcy court and involving issues peculiar to bankruptcy law, or any action seeking a declaration of rights or an action for rescission, is instituted to interpret or enforce this agreement or any provision of this agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys', paralegals', accountants', and other experts' and professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court which hears a request to stay litigation. In making the determination of who is the prevailing party, the parties agree that an award of money damages shall be one factor in the court's or courts' decision, but shall not be the only factor. Other factors for the court or courts to consider shall include, but not be limited to, the number, size and importance of claims asserted by the party in whose favor a monetary award was made, but on which it did not prevail, the size of any monetary award in relation to the amount requested and the resolution of non-monetary issues. To aid in the court determination of who is the prevailing party and the reasonableness of the award of attorney fees, the court shall be entitled to compare the final award to the parties' settlement offers made in writing prior to the arbitration hearing or legal proceeding, as the case may be.

14. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. In addition, the parties agree that in the event of any dispute concerning

4 – WATER RESERVOIR EASEMENT

this agreement, venue for any cause of action arising out of, or having to do with, this agreement shall be, and is, in Curry County, Oregon.

15. Time is of the essence with respect to all of the duties and obligations of the parties hereunder.

This agreement shall be binding upon the parties comprising Grantor, their successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns, effective as of the Effective Date.

SOUTH COAST:

SOUTH COAST LUMBER CO., an Oregon corporation

Dated: _____, 2015

By: _____

Name: _____

Title: _____

CHETCO RESOURCES:

CHETCO RESOURCES, LLC, an Oregon limited liability company

Dated: _____, 2015

By: _____

Name: _____

Title: _____

GRANTEE:

THE CITY OF BROOKINGS, OREGON, a municipal corporation

Dated: _____, 2015

By: _____

Name: _____

Title: _____

Exhibits

“A” – Description/Depiction of Easement Area

“B” – Description of Burdened Property

6 – WATER RESERVOIR EASEMENT

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[Acknowledgments contained on following pages]

7 – WATER RESERVOIR EASEMENT

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STATE OF OREGON)
) ss.
County of _____)

 This instrument was acknowledged before me this _____ day of _____, 2015, by
_____, _____ of South Coast Lumber Co., an Oregon
corporation, on behalf of the corporation.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

 This instrument was acknowledged before me this _____ day of _____, 2015, by
_____, _____ of Chetco Resources, LLC, an Oregon
limited liability company, on behalf of the limited liability company.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

 This instrument was acknowledged before me this _____ day of _____, 2015, by Gary Milliman, City Manager of The City of Brookings, an Oregon municipal corporation, on behalf of the municipal corporation.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A

RESERVOIR SITE EASEMENT CITY OF BROOKINGS

An easement for construction, maintenance, and access purposes of a water reservoir(s) and related appurtenances over a portion of the southeast quarter of Section 30 and the northeast quarter of Section 31, Township 40 South, Range 13 West of the Willamette Meridian, City of Brookings, Curry County, Oregon, being more particularly described as follows:

Beginning at the East 1/16 corner of said Section 30, marked by a 1-inch iron pipe with a 2-inch brass cap, which bears North 89° 34' 59" East 1,310.85 feet from the South 1/4 corner of said Section 30, being marked by a 1-inch iron pipe with a brass cap, said line being the Basis of Bearings;

Thence South 71° 57' 42" East 239.45 feet to the TRUE POINT OF BEGINNING, herein referred to as "Point A":

Thence North 45° 37' 59" East 317.00 feet;

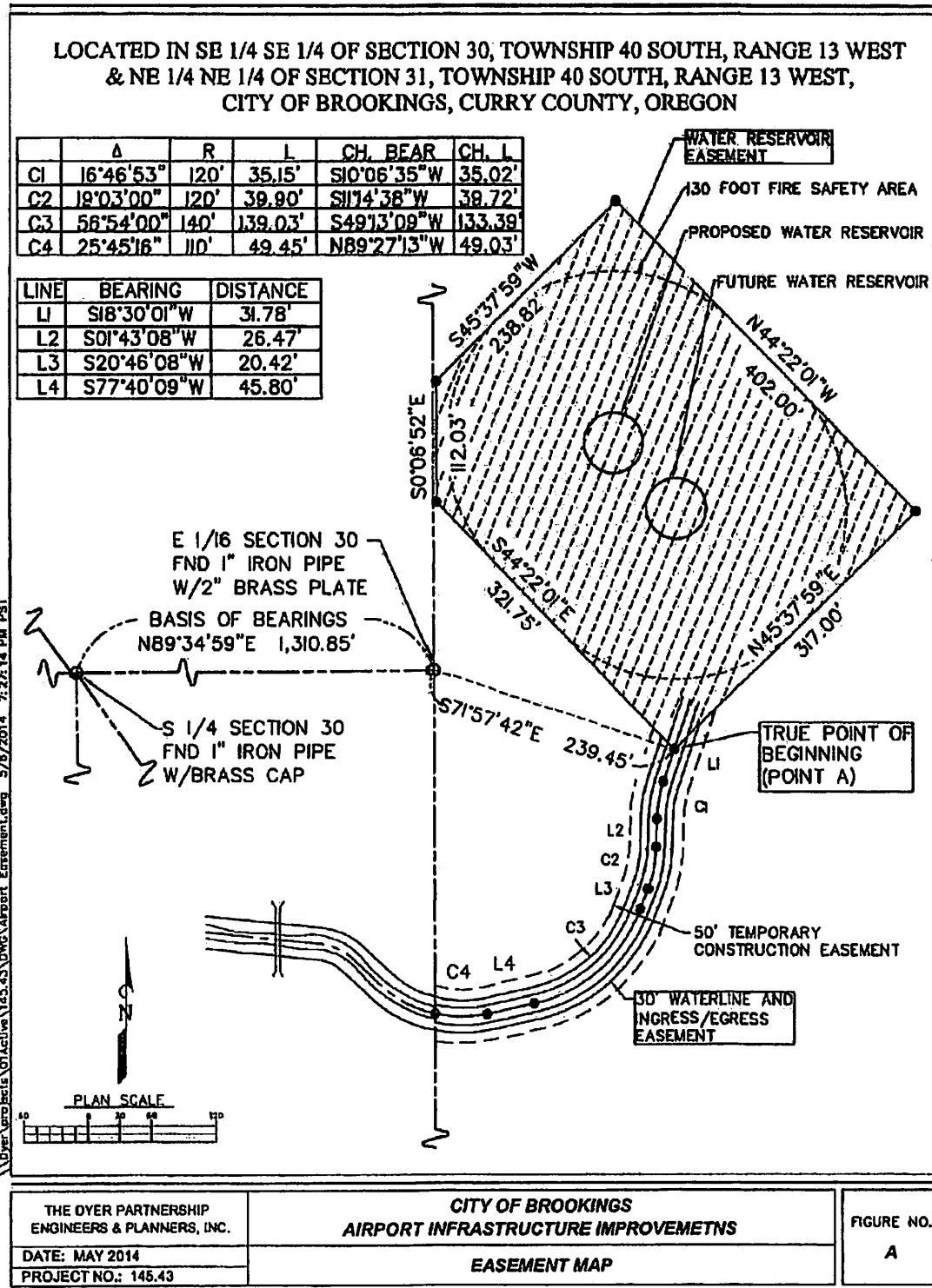
Thence North 44° 22' 01" West 402.00 feet;

Thence South 45° 37' 59" West 238.82 feet;

Thence South 0° 06' 52" East 112.03 feet;

Thence South 44° 22' 01" East 321.75 feet to the point of beginning, containing 124,297 square feet (2.85 acres) more or less, all as specified on the attached map.





11 – WATER RESERVOIR EASEMENT

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EXHIBIT B

Burdened Property

That portion of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, along with that portion of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, T.40S., R.13W, W.M., Curry County, Oregon.

AGREEMENT REGARDING GRANT OF EASEMENTS

THIS AGREEMENT REGARDING GRANT OF EASEMENTS (the "Agreement") is made and entered into effective as of this _____ day of _____, 2015 (the "Effective Date") by and between the City of Brookings, an Oregon municipal corporation (the "City"), South Coast Lumber Co., an Oregon corporation ("South Coast Lumber"), and Chetco Resources, LLC, an Oregon limited liability company ("Chetco Resources") regarding the terms and conditions upon which South Coast Lumber and Chetco Resources agree to grant the City certain easements over their respective properties, and the City agrees to obtain easements for South Coast Lumber and Chetco Resources over certain real property owned by Curry County, an Oregon municipal corporation (the "County").

Recitals

WHEREAS, the City is constructing a \$2.9 million Airport Infrastructure Improvement Project (the "Project") to extend City water and sewer services to the Brookings Airport (the "Airport");

WHEREAS, the City desires to locate a City water reservoir (the "Reservoir") upon property owned by South Coast Lumber (the "South Coast Property");

WHEREAS, the City will also need a permanent easement across property that is owned by Chetco Resources (the "Chetco Property") to access the Reservoir and to install and maintain a water transmission line (the "Water Line"), and an accompanying temporary construction easement; and

WHEREAS, South Coast Lumber and Chetco Resources offer the referenced easements at no charge to the City, so long as the City secures for both South Coast Lumber and Chetco Resources separate ingress/egress easements over and across certain property belonging to the County as part of the Project.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are both hereby agreed upon and acknowledged, the parties hereto agree to the following terms and conditions.

1. OBLIGATIONS REGARDING RESERVOIR EASEMENT.

- a. **Reservoir Site Easement.** Pursuant to a separate Public Utility Easement for Reservoir agreement to be negotiated in good faith and executed by and between South Coast Lumber, Chetco Resources and the City, South Coast Lumber and Chetco Resources, as co-grantees, will grant to the City an easement (the "Reservoir Easement") for construction, maintenance, and access purposes for the

Reservoir and related appurtenances as described in **Attachment “A”** attached hereto and incorporated herein by this reference.

- b. No Cash Consideration.** Neither South Coast Lumber nor Chetco Resources will receive any cash consideration directly for the grant of the Reservoir Easement.

2. OBLIGATIONS REGARDING ROAD AND PIPELINE EASEMENT.

- a. Waterline, Reservoir Site and Ingress/Egress Easement.** Pursuant to a separate Public Utility Easement for Waterline & Ingress/Egress agreement to be negotiated in good faith by and between South Coast Lumber, Chetco Resources and the City, South Coast Lumber and Chetco Resources, as co-grantees, will grant to the City an easement (the “Road and Pipeline Easement”) for construction, maintenance and replacement purposes related to an access road and related appurtenances for accessing the Reservoir as well as for construction and maintenance purposes for a new waterline and related appurtenances as described in **Attachment “B”** attached hereto and incorporated herein by this reference.
- b. No Cash Consideration.** Neither South Coast Lumber nor Chetco Resources will receive any cash consideration directly for the grant of the Road and Pipeline Easement.

3. OBLIGATIONS REGARDING TEMPORARY CONSTRUCTION EASEMENT.

- a. Temporary Construction Easement.** Pursuant to a separate Temporary Construction Easement agreement to be negotiated in good faith by and between Chetco Resources and the City, Chetco Resources will grant to the City a fifty (50) foot wide easement (the “Temporary Construction Easement”) for initially constructing the waterline system and Reservoir access road as described in **Attachment “C”** attached hereto and incorporated herein by this reference.
- b. No Cash Consideration.** Chetco Resources will not receive any cash consideration directly for the grant of the Temporary Construction Easement.

4. OBLIGATIONS REGARDING COUNTY EASEMENTS. As consideration for the granting of the aforementioned easements, the City agrees to the following.

- a. Negotiate Ingress/Egress Easement.** In conjunction with the separate negotiation between the City and County of an ingress/egress easement benefiting the City and burdening property owned by the County, as more particularly described in **Attachment “D”** attached hereto and incorporated herein by this reference, the City will negotiate an ingress/egress easement over County property on behalf of, and benefiting, both South Coast Lumber and Chetco Resources on the same terms and conditions as contained in the City’s ingress/egress easement. The easement in favor of the City and the easement(s) in

favor of South Coast Lumber Company and Chetco Resources contemplated in this paragraph are collectively referred to herein as the “County Easements,” and shall be granted by way of (among other instruments) an Easement for Ingress and Egress instrument in form and substance acceptable to the City, County, Chetco Resources and South Coast Lumber in form and substance mutually acceptable to the parties (the “County Easement Agreement”).

- b. Payment of Appraised Value.** The City will fully pay Curry County the appraised value as determined by a certified appraiser for the County Easements, and neither Chetco Resources nor South Coast Lumber will have any obligation to pay the County any monetary or other consideration for the County Easements.

5. ROAD CONSTRUCTION. Three parties will be utilizing the County Easements over a road to be constructed by the City (the “Road”) as more particularly described in Attachment “D”. The City will construct the Road at its sole cost and expense. The City is not obligated to construct the Road to specifications for uses other than its own intended use.

6. MAINTENANCE AND REPAIR. South Coast Lumber and Chetco Resources anticipate utilizing the Road for timber harvesting operations including the hauling of timber and transport of heavy equipment. While the City will have the primary responsibility for maintenance and repair of the Road, South Coast Lumber and Chetco Resources will be responsible for maintenance and repairs to the Road that are required as a direct result of their respective activities and operations, all to be more further addressed in the County Easement Agreement.

7. INDEMNIFICATION BY SOUTH COAST LUMBER. The County Easement Agreement will provide, among other things, that South Coast Lumber will save and keep City, its elected and appointed officials, and employees harmless from and indemnify City, its elected and appointed officials, and employees against any penalty, damage, or charges imposed for any violation of any laws, including state and federal environmental laws, and at all times protect, indemnify and save City, its elected and appointed officials, and employees harmless of and from any loss, cost, damage or expense, including attorney’s fees, arising out of or from any violation of law, accident or any other occurrence on or about the Road, which causes injury to any person or property, arising by reason of South Coast Lumber’s operations or use of the Road or County Easements.

8. INDEMNIFICATION BY CHETCO RESOURCES. The County Easement Agreement will provide, among other things, that Chetco Resources will save and keep City, its elected and appointed officials, and employees harmless from and indemnify City, its elected and appointed officials, and employees against any penalty, damage, or

charges imposed for any violation of any laws, including state and federal environmental laws, and at all times protect, indemnify and save City, its elected and appointed officials, and employees harmless of and from any loss, cost, damage or expense, including attorney's fees, arising out of or from any violation of law, accident or any other occurrence on or about the Road, which causes injury to any person or property, arising by reason of Chetco Resources' operations or use of the Road or County Easements.

9. INDEMNIFICATION BY CITY. The County Easement Agreement will provide, among other things, that City will save and keep Chetco Resources and South Coast Lumber harmless from and indemnify Chetco Resources and South Coast Lumber, against any penalty, damage, or charges imposed for any violation of any laws, including state and federal environmental laws, and at all times protect, indemnify and save Chetco Resources and South Coast Lumber from any loss, cost, damage or expense, including attorney's fees, arising out of or from any violation of law, accident or any other occurrence on or about the Road, which causes injury to any person or property, arising by reason of City's construction, maintenance or use of the Road or County Easements.

10. CITY OBLIGATION TO CONSTRUCT GATE. In order to control access by the public at large, the City agrees and acknowledges that it will construct a permanent gate (the "Gate") across the road that provides ingress and egress to various real property parcels respectively owned or controlled by the City, South Coast Lumber and Chetco Resources at the approximate gate location depicted in red on the map attached hereto as **Attachment "E"** and incorporated herein by this reference. The City shall install the Gate at its sole cost and expense, with two separate locks providing access through the Gate, one lock to be controlled by the City and the other to be collectively controlled by South Coast Lumber and Chetco Resources. Following the installation of the Gate, the City shall be solely responsible for providing the combination or key (as applicable) to its lock to its employees, contractors, invitees and licensees, and South Coast Lumber and Chetco Resources shall be separately responsible for providing the combination or key (as applicable) to their lock to their respective employees, contractors, invitees and licensees.

11. GENERAL PROVISIONS.

- a. Notices.** All notices, requests, demands, and other communications made regarding the contents of this Agreement must be in writing and will be deemed to have been duly given on the date of delivery or transmission, if delivered to the persons identified below in person or by facsimile, or the third (3rd) day after mailing if mailed by certified or registered mail, postage prepaid, return receipt requested and addressed as follows:

If to the City:

City of Brookings

If to South Coast Lumber:

South Coast Lumber Co.

If to Chetco Resources:

Chetco Resources, LLC

Attn: City Manager	Attn: Pat Fadden	Attn: Pat Fadden
898 Elk Drive	P.O. Box 670	P.O. Box 670
Brookings, OR 97415	Brookings, OR 97415	Brookings, OR 97415

FAX: (541) 469-3650	FAX: (541) 469-3487	FAX: (541) 469-3487
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Any party may change the address at which it is to receive notices by giving written notice of the new address to the other parties as provided in this section.

- b. Modification.** Any modification or amendment to this Agreement must be in writing and signed by the affected parties to be valid and enforceable.
- c. Entire Agreement.** This Agreement, including the attachments hereto, contains all of the terms and conditions agreed upon by the parties relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, negotiations, correspondence, undertakings, and communications of the parties, whether oral or written, regarding the agreement of the parties to grant and/or negotiate the various easements described herein.
- d. Severability.** If any covenant, condition or provision of this Agreement is held to be invalid by a final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision will not in any way affect any other covenant, condition or provision herein contained.
- e. Binding on Successors.** This Agreement will be binding upon and inure to the benefit of the parties hereto and the successors of the parties hereto.
- f. Governing Law / Venue.** This Agreement will be construed in accordance with the laws of the State of Oregon and any legal action brought to enforce or interpret this Agreement must be brought in the Curry County Circuit Court located in Gold Beach, Oregon.
- g. Execution.** Each party warrants and represents that the individual executing this Agreement is duly authorized to do so on behalf of each respective party.
- h. Counterparts.** This Agreement may be signed in counterparts. A fax transmission or electronic transmission of a signature page will be considered an original signature page. At the request of a party, each other Party will confirm a fax-transmitted or electronic signature page by delivering an original signature page to the requesting party.

[Signatures contained on following page]

This agreement has been executed by City, South Coast Lumber and Chetco Resources effective as of the Effective Date.

CITY:

THE CITY OF BROOKINGS, OREGON, a
municipal corporation

Dated: _____, 2015

By: _____
Name: _____
Title: _____

CHETCO RESOURCES:

CHETCO RESOURCES, LLC, an Oregon limited
liability company

Dated: _____, 2015

By: _____
Name: _____
Title: _____

SOUTH COAST LUMBER:

SOUTH COAST LUMBER CO., an Oregon
corporation

Dated: _____, 2015

By: _____
Name: _____
Title: _____

Attachments

- “A” – Description/Depiction of Reservoir Easement
- “B” – Description/Depiction of Road and Pipeline Easement
- “C” – Description/Depiction of Temporary Construction Easement
- “D” – Description/Depiction of County Easements/Road
- “E” – Depiction of Approximate Gate Location

EXHIBIT A

Description/Depiction of Reservoir Easement

EXHIBIT B

Description/Depiction of Road and Pipeline Easement

EXHIBIT C

Description/Depiction of Temporary Construction Easement

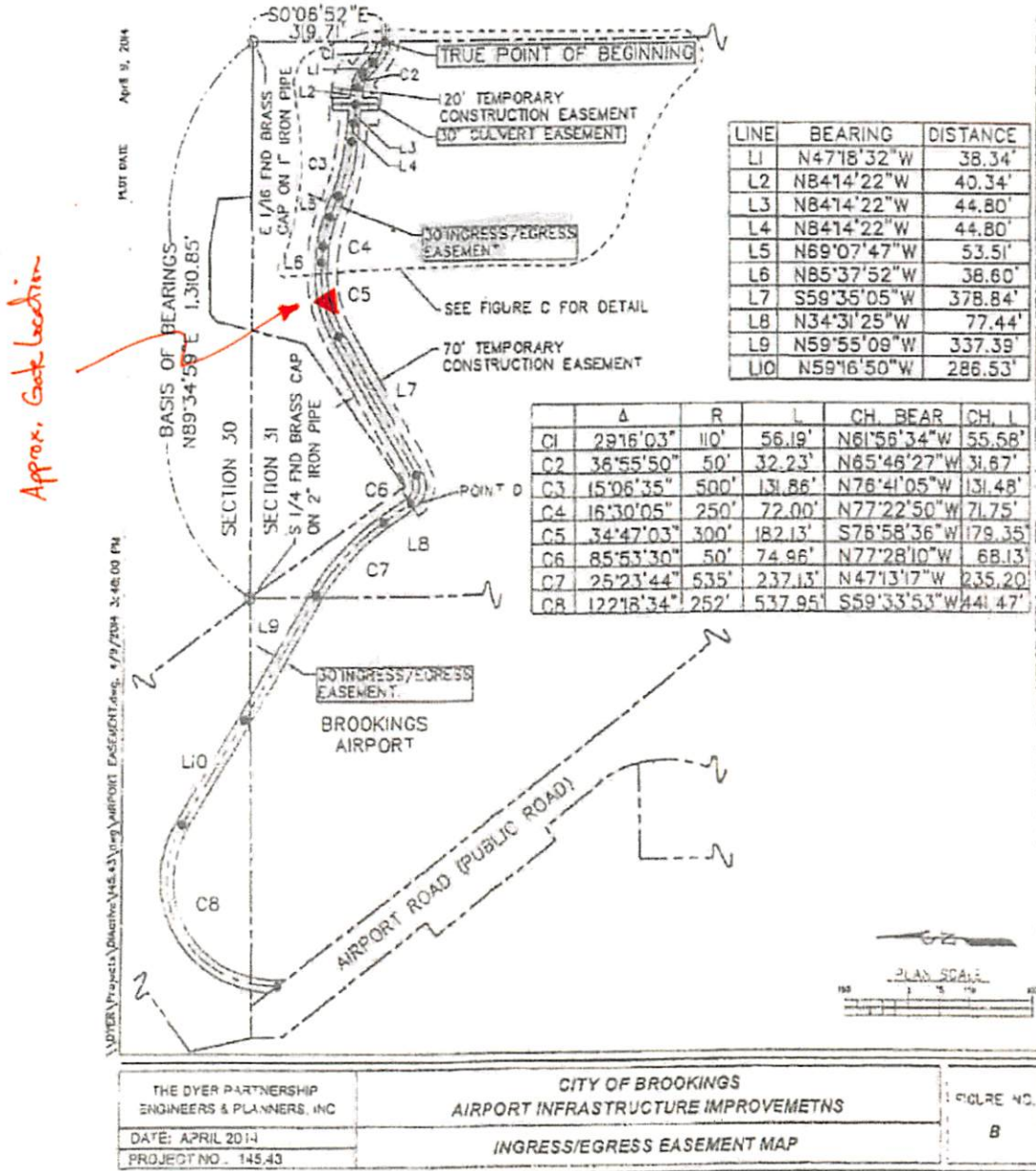
EXHIBIT D

Description/Depiction of County Easements/Road

EXHIBIT E

Depiction of Approximate Gate Location

LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON



PLOT DATE December 4, 2014

\\DYER\Projects\01Active\145.43\dwg\AIRPORT-M - Revised.dwg, 12/4/2014 2:11:04 PM



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

DATE: DECEMBER 2014

PROJECT NO.: 145.43

**AIRPORT INFRASTRUCTURE IMPROVEMENTS
CITY OF BROOKINGS**

AIRPORT FIGURE

FIGURE NO.


1


CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 23, 2015

Originating Dept: Parks



Signature (submitted by)


City Manager Approval

Subject: Waive Park Use Fees for the BPOE 1934 Annual Easter Egg Hunt

Recommended Action: Motion to waive the park use fees for the BPOE 1934 Annual Easter Egg Hunt.

Financial Impact: \$38.00 is the current fee for use of the park by a non-profit group with between 201-400 people attending.

Background/Discussion: Every year the BPOE 1934 (Elks Lodge and Emblem Club) hosts an Easter egg hunt at Azalea Park that is open for all children. They start hiding thousands of hard boiled colored eggs at 7 am and the hunt begins at 9 am; the eggs are scooped up in a matter of minutes and the park is vacated by noon. The City has never charged for this annual event and would like the fee waived by the City Council for this annual event. They will still be required to provide event liability insurance.

Attachment(s):

BPOE 1934 East Egg Hunt Parks Use Application Permit



PARK USE APPLICATION PERMIT

The City of Brookings programs, services, and activities are open to all persons without regard to race, age, sex, disability, religion, or national origin.

CITY USE ONLY:		Rec'd Date:	By:
Department	By	Date	Approved
Parks	ASB	3-11-15	(Y) / (N)
Public Works	WHL	3-12-15	(Y) / (N)
Fire	Jan	3/13/15	(Y) / (N)
Police	PSD	3/13/15	(Y) / (N)
Finance Dept.	JA	3-14-15	(Y) / (N)

Please sign, date and deliver to the next Dept. Please note any comments on pg 4 under "Comments" and RETURN TO LAURI Distributed.

Event Date(s): 04/04/15 to 04/04/15 Time: From 7 am/pm to 12 am/pm Day(s)(circle) M/T/W/R/F/Sat/Sun Sun

No. of participants (each day): 200+ Nature/Name of Event: EASTER EGG HUNT

Organization: BPOE 1934

Contact Person: BRIAN HARTMAN Day Phone: 541-469-2169 Cell Phone: _____

Mailing Address: PO Box 15000 Brookings OR 97415

email: rlks1934@frontier.com Return deposit to: _____

PARK/LOCATION: (Check all that apply)

- ☒ Azalea ☐ Bud Cross ☐ Easy Manor
☐ Bankus ☐ Skate Park ☐ Chetco Point
☐ Stout ☐ Tennis Courts

AZALEA PARK AREA: (Check all that apply)

- ☐ Gazebo ☐ Bandshell/Stage ☐ Concession Stand (CS)
☐ Lawn area ☐ Kidtown Picnic Area ☐ Restrooms only (at CS)
☐ Other (Please Specify): West parking lot

No Restrooms Open

Check Yes or No to each of the following:

- Will you be renting picnic tables? ☐ Yes ☒ No Qty: _____ Delivery/Pick up: _____
- Is this event free? ☒ Yes ☐ No If no, how will funds be secured/protected? _____
- Will amplification equipment be used? ☐ Yes ☒ No If yes, noise level shall be contained within the immediate area.
Describe purpose/type: _____
- Will alcohol be served? ☐ Yes* ☒ No Will alcohol be sold? ☐ Yes* ☒ No If yes, must obtain Liquor License
- Will there be dancing? ☐ Yes ☒ No
- Will merchandise be sold? ☐ Yes ☒ No By whom/ Describe purpose/type: _____
- Do you want to place temporary signs? ☐ Yes ☒ No (Requires prior City Manager approval – see page 1)
Describe quantity, location, type: _____

*Additional requirements – see page 8 of application

LIABILITY STATEMENT/AGREEMENT

I/We agree to abide by all applicable federal, state, and local laws, regulations, and ordinances which pertain to the use of said property and agree to pay for any damage to same, as a result of use. I/We agree to hold the City, its officials and employees, harmless from any liability resulting from use of said property and to obtain any and all required permits and/or business licenses required by the City.

THE CITY OF BROOKINGS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR INCLEMENT WEATHER.

The undersigned agrees to pay for any and all damages occurring during the reserved period. User agrees that the deposit paid herewith will be applied toward damages to the facility or its contents during the reserved period. Any of the deposit not applied to damages will be applied first to unpaid rental fees with any excess refund to user. Normal wear and tear as determined by the City of Brookings shall not be considered damage. User also acknowledges that he/she has read and understands the Rules and Regulations for Brookings City Parks and has reviewed pages 4 and 5 of the application. **APPLICANT: It is the applicant's responsibility to obtain required insurance, permits and/or licenses prior to the event and provide proof to the City.**

Print name of person completing this application: BRIAN HARTMAN

Signature of person completing this application: _____ Date: 3/10/15

City Use Only: Paid: 0 Applicant Notified: _____ Parks Notified: _____

City of Brookings

City Council Meeting MINUTES

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

Monday, March 9, 2015

Call to Order

Mayor Hedenskog called the meeting to order at 7:04 PM.

Roll Call

Council present: Mayor Ron Hedenskog, Councilors Jake Pieper, Kelly McClain, Brent Hodges and Bill Hamilton; a quorum present.

Staff present: City Manager Gary Milliman, Public Works & Development Director Loree Pryce, Parks & Technical Services Supervisor Tony Baron, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Curry Coastal Pilot Reporter Jane Stebbins and approximately 9 others.

Mayor Hedenskog moved, a second followed and Council voted unanimously to add Item G-7 [an emergency procurement of a biogas valve] to the agenda.

Ceremonies/Appointments/Announcements

Mayor Hedenskog moved, a second followed and Council voted unanimously to appoint Emmalea Keskeny to the Tourism Promotion Advisory Committee.

Mayor Hedenskog proclaimed March as General Aviation Appreciation Month.

Public Comments - non-agenda items

Laurie Brand, Brookings, asked if Council could hold a workshop to allow comments and discussion on sign regulations and Mayor Hedenskog said a workshop had been scheduled and will be publicized.

Councilor Pieper suggested that anyone wanting to present written testimony turn that in to the City Recorder prior to the meeting so Council has time to review it.

Staff Reports

Approval to support submission of a National Disaster Resiliency Competition proposal in partnership with the State of Oregon and City of Reedsport w/ public comment period.

City Manager Milliman provided the staff report.

Mayor Hedenskog opened the public comment period at 7:20 PM. Hearing no comments, the period was closed at 7:21 PM.

Councilor McClain moved, a second followed and Council voted unanimously to support the submission of a proposal in partnership with the State of Oregon and City of Reedsport under the National Disaster Resiliency Competition.

Approval to allocate funding for the 2015 Fourth of July Fireworks program.

City Manager Milliman gave the staff report.

Mayor Hedenskog said he was concerned about using Tourism Promotion Advisory Committee (TPAC) funds for this purpose.

Councilor Pieper asked if this had been vetted through TPAC, and Milliman said it had not but could be; the next meeting is in about two weeks.

Councilor McClain said he would like to involve TPAC in the process and Councilor Hamilton agreed.

Councilor Pieper said Council was going to want a say in how much money was allocated. He said he was okay with it going back to TPAC, but in the future he would like this item considered as part of the annual budget process.

Mayor Hedenskog asked if they could make a motion with an amount and still send it back to TPAC and Milliman said they could.

Councilor Hodges said he thought \$2,000 would be a good amount.

Councilor Hamilton asked if the allocation could be split between TPAC and another fund to reduce the impact on TPAC's budget and Mayor Hedenskog suggested that Council wait for TPAC's decision; there would still be time to make changes, if needed.

Councilor Pieper added that TPAC had a little over \$20,000 left in this fiscal year budget which was quickly coming to an end.

Councilor Pieper moved, a second followed and Council voted unanimously to allocate \$2,000 from the TPAC fund to the VFW fireworks program and schedule the item for TPAC for their input to determine which fund to take it from.

City-wide Vehicle Inventory.

City Manager Milliman presented the staff report.

Councilor Pieper said he would like to see this as a running list given to Council annually as part of the budget process.

Councilor McClain asked how often the vehicle would be used and Baron said it would be used daily. McClain then asked if it would retire another vehicle and Baron said this is one of a kind. Councilor Pieper then noted that McClain was discussing the next agenda item.

Approval to purchase a utility vehicle for park and trail maintenance.

Supervisor Baron provided the staff report.

Councilor Pieper asked what the \$5,753 in unallocated funding had originally been intended for and Baron said the funds were to be used to resurface the pool which wasn't going to happen this year.

Mayor Hedenskog said the City would get a lot of use out of this vehicle and Hamilton asked if it was fuel and electric. Baron said it ran on diesel.

Councilor Hodges moved, a second followed and Council voted unanimously to approve the expenditure of \$15,753.03 from the Capital Reserve Fund for the purchase of a utility vehicle for park and trail maintenance.

Approval to execute an agreement with the Azalea Park Foundation for a Community Garden in Azalea Park.

Supervisor Baron gave the staff report.

Mayor Hedenskog said it was a great idea for an under-utilized area of the park.

Azalea Foundation President, Lynette McPherson, said she'd taught gardening in Crescent City for 20 years and the community garden in Azalea Park will be run similar to the one at the high school, which she also planned. The garden, she said, will help people learn how to grow their own food and any excess would go to the food bank and community kitchen. Scott Clapson said a number of people had "come out of the woodwork" to tell him they wanted be involved in the project.

Mayor Hedenskog asked where they would get the topsoil and Clapson said the community was extremely generous and he didn't think it would be an issue.

Councilor Pieper moved, a second followed and Council voted unanimously to authorize the City Manager to execute an agreement with the Azalea Park Foundation for a Community Garden in Azalea Park.

Approval to allocate Transient Occupancy Tax revenue for the production and distribution of an event rack card as proposed by the Tourism Promotion Advisory Committee.

City Manager Milliman presented the staff report.

Mayor Hedenskog recalled that Council had felt this was one of the least effective ways to spend this money when the funds had been going to the Chamber.

Councilor McClain said print advertising had all but disappeared and was becoming more internet based.

Councilor Pieper said TPAC had a budget approved by Council and he was more concerned about something going out on a card without business or event collaboration because if a date gets changed or cancelled, the organizer hasn't paid anything toward it and so isn't going to be invested.

Councilor McClain said he preferred giving money to specific programs where the organizers have a plan about how to promote it. Once this card gets printed, it's done, he added.

Milliman, at Mayor Hedenskog's request, discussed a smaller QR code card that when scanned, would send the individual to a website where they could get information that was regularly updated. This, he said, was what he was more often seeing.

TPAC member, Candice Michel, said the intent for the card was to get some of the motorhome travelers coming through town who might not know what's going on here. She said the card would only include events that were known to occur annually, like the Azalea Festival and Slam'n Salmon. The cards would appeal to people who don't use their smart phone or listen to radio or TV ads, she added.

Councilor McClain asked if there was a way to measure the program and Michel said they had discussed making a questionnaire available at hotels and McClain said he didn't want to fill out a questionnaire when he was at a hotel, and it's important to find out if there is market for this kind of thing.

Councilor Hodges said the one problem he had with the event card is that a lot of the events specifically target the Port area. While they are great events, the hotels on this side of the bridge provide the funding and he wondered if anyone had contacted the Chamber or the Port about contributing. He said he would feel better about funding a rack card if that happened.

Michel said she wouldn't hold her breath on that happening. The Chamber, she said, "won't give us the time of day." She added that they might be able to work with the Port on some things.

Councilor Hamilton said when his parents had owned and operated a motel they'd had a beautiful brochure filled rack that didn't get much activity, in part because he didn't think it was distributed correctly. And when he had worked for a jet boat company, the brochures they sent to visitor centers along the highway went so quickly they'd had to increase production which sky-rocketed their printing costs. Also, he added, with an event rack card, they would need to be picked up at the right time to be effective.

Mayor Hedenskog said he also didn't want a card produced by the City to compete with one produced by the Chamber, and Michel said she thought they'd asked around and there didn't seem to be one out there about Brookings.

Councilor Pieper said print advertising should be about Brookings and not about specific events and Councilor McClain said a rack card didn't meet his criteria.

No action was taken.

Emergency procurement of a valve for the bio-gas air compressor on the anaerobic digester.

Director Pryce said the valve on the shelf they planned to use to replace the malfunctioning valve was not in good working condition and couldn't be repaired. She said staff proposed putting off the sewer rate study budgeted this year as it would be better to do it after the Sewer Master Plan was completed. The valve, she said, was one of a few parts that they hadn't known was close to failure, and was one of the reasons sewer master plans are so critical. Pryce said that Dyer Engineering was in the process of updating it at present, and the update included assessing all of the City's equipment so the City could be better prepared for this kind of thing.

Mayor Hedenskog said the part had been 15 years in a corrosive environment and he was surprised it had lasted this long. It's a critical component, and an emergency, he said, and for him was a "go."

Councilor Hodges asked if they could rebuild one as a replacement and Pryce said the one they were removing would be sent in for repair to serve as a spare.

Mayor Hedenskog moved, a second followed and Council voted unanimously to authorize staff to purchase a new compressor [for] \$23,152, under an emergency situation.

Consent Calendar

1. Approve Council minutes for February 23, 2015.
2. Approve the reinstatement of the annual Yard of the Month program for five months beginning in May, 2015.
3. Approve rescheduling the May 25, 2015 Council meeting to Tuesday, May 26, 2015 due to the Memorial Day Holiday.
4. Accept the permanent Strom Drain Easement for Tax Lot 800; Map 41-13-05BC, located at 408 Pacific Avenue, from the Ann Christensen Family Trust and authorize the City Manager to sign the easement.

5. Accept the permanent Slope Easement for Tax Lot 1804; Map 41-13-05A, located on North Bank Chetco River Road, from Eagle Cap Rentals, and authorize the City Manager to sign the easement.
6. Accept Tourism Promotion Advisory Committee minutes for December 18, 2014 and January 15, 2015.
7. Accept February 2015 Vouchers in the amount of \$165,356.31.

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

Remarks from Mayor and Councilors

Mayor Hedenskog remarked on a comment he'd received that the City had jumped the gun getting their tax measure on the ballot ahead of the Sheriff's levy. Hedenskog said the City had acted on its measure well before the Sheriff's levy had come up.

Councilor McClain remarked on the confusion created by the Pilot article that said we were instituting a sidewalk fee. Council, he said, had not discussed this at all and the fuel tax measure would replace the System Replacement fee.

Councilor Hamilton commented that he found the political cartoon about childhood immunizations and kids bringing guns to school, published in an earlier addition of the Pilot, to be an insult to parents and schools. Hamilton said it was the most upset he had been in 14 years, and he was not requesting an apology from the Pilot, but was requiring one.

City Manager Milliman commented on the week's tragedies of a deadly fire and police officer injury in an incident that morning. He said the Police Department had also provided an officer to assist in Del Norte County with an incident involving an at-large suspect and gun fire exchanges. He said we ask a lot of our public safety volunteers and it's stressful to them. Milliman also remarked that the City's Emergency Operating Center had been used by State Troopers as a command post for the earlier incident, and as an after-incident counseling location for fire responders involved with the fire. The City's public safety volunteers involved in these events, Milliman said, were outstanding and they had worked very hard and very well this past week. "It's not a sleepy little town," he said. "It's been an intense couple of weeks and our folks have met the test."

Adjournment

Mayor Hedenskog moved, a second followed and Council voted unanimously by voice vote to adjourn at 8:38 PM.

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2015:

Ron Hedenskog, Mayor

Joyce Heffington, City Recorder

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2015

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	2,503,742.00	66,988.11	2,332,726.40	171,015.60	93.2
LICENSES AND PERMITS	96,000.00	4,867.36	53,706.16	42,293.84	55.9
INTERGOVERNMENTAL	242,600.00	480.00	112,694.61	129,905.39	46.5
CHARGES FOR SERVICES	135,000.00	5,395.44	98,767.67	36,232.33	73.2
OTHER REVENUE	158,500.00	3,003.69	27,175.76	131,324.24	17.2
TRANSFERS IN	257,058.00	546.75	546.75	256,511.25	.2
	3,392,900.00	81,281.35	2,625,617.35	767,282.65	77.4
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	37,664.00	1,511.84	11,601.77	26,062.23	30.8
MATERIAL AND SERVICES	8,770.00	767.25	4,503.77	4,266.23	51.4
CAPITAL OUTLAY	500.00	.00	.00	500.00	.0
	46,934.00	2,279.09	16,105.54	30,828.46	34.3
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	157,114.00	12,745.39	108,733.48	48,380.52	69.2
MATERIAL AND SERVICES	87,000.00	18,569.49	94,162.23	(7,162.23)	108.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	244,114.00	31,314.88	202,895.71	41,218.29	83.1
POLICE:					
PERSONAL SERVICES	1,869,075.00	152,121.33	1,251,615.93	617,459.07	67.0
MATERIAL AND SERVICES	156,700.00	5,857.86	89,413.40	67,286.60	57.1
CAPITAL OUTLAY	55,150.00	.00	14,827.32	40,322.68	26.9
TRANSFERS OUT	.00	.00	.00	.00	.0
	2,080,925.00	157,979.19	1,355,856.65	725,068.35	65.2
FIRE:					
PERSONAL SERVICES	156,751.00	12,348.45	104,976.82	51,774.18	67.0
MATERIAL AND SERVICES	102,500.00	5,029.67	49,763.41	52,736.59	48.6
CAPITAL OUTLAY	45,519.00	.00	30,579.01	14,939.99	67.2
TRANSFERS OUT	.00	.00	.00	.00	.0
	304,770.00	17,378.12	185,319.24	119,450.76	60.8
PLANNING AND BUILDING:					
PERSONAL SERVICES	184,477.00	14,210.70	119,186.02	65,290.98	64.6
MATERIAL AND SERVICES	46,400.00	1,319.60	31,292.69	15,107.31	67.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	230,877.00	15,530.30	150,478.71	80,398.29	65.2

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2015

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PARKS & RECREATION:					
PERSONAL SERVICES	139,799.00	10,454.99	87,690.02	52,108.98	62.7
MATERIAL AND SERVICES	47,900.00	4,240.99	38,829.18	9,070.82	81.1
CAPITAL OUTLAY	18,550.00	.00	10,901.22	7,648.78	58.8
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>206,249.00</u>	<u>14,695.98</u>	<u>137,420.42</u>	<u>68,828.58</u>	<u>66.6</u>
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	163,459.00	12,637.88	100,404.86	63,054.14	61.4
MATERIAL AND SERVICES	30,800.00	1,061.51	14,311.18	16,488.82	46.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>194,259.00</u>	<u>13,699.39</u>	<u>114,716.04</u>	<u>79,542.96</u>	<u>59.1</u>
SWIMMING POOL:					
PERSONAL SERVICES	57,107.00	.00	37,640.86	19,466.14	65.9
MATERIAL AND SERVICES	46,100.00	218.00	22,463.86	23,636.14	48.7
CAPITAL OUTLAY	10,000.00	.00	2,774.08	7,225.92	27.7
	<u>113,207.00</u>	<u>218.00</u>	<u>62,878.80</u>	<u>50,328.20</u>	<u>55.5</u>
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	141,000.00	13,992.12	72,856.79	68,143.21	51.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	242,000.00	.00	.00	242,000.00	.0
CONTINGENCIES AND RESERVES	618,565.00	.00	.00	618,565.00	.0
	<u>1,001,565.00</u>	<u>13,992.12</u>	<u>72,856.79</u>	<u>928,708.21</u>	<u>7.3</u>
	<u>4,422,900.00</u>	<u>267,087.07</u>	<u>2,298,527.90</u>	<u>2,124,372.10</u>	<u>52.0</u>
	<u>(1,030,000.00)</u>	<u>(185,805.72)</u>	<u>327,089.45</u>	<u>(1,357,089.45)</u>	<u>31.8</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2015

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	846,000.00	35,614.76	307,805.22	538,194.78	36.4
OTHER REVENUE	13,800.00	2,203.36	22,956.36	(9,156.36)	166.4
TRANSFER IN	.00	.00	.00	.00	.0
	<u>859,800.00</u>	<u>37,818.12</u>	<u>330,761.58</u>	<u>529,038.42</u>	<u>38.5</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	173,796.00	14,710.11	119,283.05	54,512.95	68.6
MATERIAL AND SERVICES	181,800.00	13,212.59	117,936.56	63,863.44	64.9
CAPITAL OUTLAY	561,300.00	787.67	2,747.13	558,552.87	.5
TRANSFERS OUT	26,047.00	.00	.00	26,047.00	.0
CONTINGENCIES AND RESERVES	100,857.00	.00	.00	100,857.00	.0
	<u>1,043,800.00</u>	<u>28,710.37</u>	<u>239,966.74</u>	<u>803,833.26</u>	<u>23.0</u>
	<u>1,043,800.00</u>	<u>28,710.37</u>	<u>239,966.74</u>	<u>803,833.26</u>	<u>23.0</u>
	<u>(184,000.00)</u>	<u>9,107.75</u>	<u>90,794.84</u>	<u>(274,794.84)</u>	<u>49.4</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2015

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,459,500.00	107,726.43	1,013,508.42	445,991.58	69.4
OTHER INCOME	9,000.00	5,898.80	36,564.78	(27,564.78)	406.3
TRANSFERS IN	.00	1,209.58	1,209.58	(1,209.58)	.0
	<u>1,468,500.00</u>	<u>114,834.81</u>	<u>1,051,282.78</u>	<u>417,217.22</u>	<u>71.6</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	388,826.00	31,925.17	262,717.74	126,108.26	67.6
MATERIAL AND SERVICES	192,900.00	13,232.35	110,184.70	82,715.30	57.1
CAPITAL OUTLAY	79,900.00	4,193.16	26,355.57	53,544.43	33.0
	<u>661,626.00</u>	<u>49,350.68</u>	<u>399,258.01</u>	<u>262,367.99</u>	<u>60.3</u>
WATER TREATMENT:					
PERSONAL SERVICES	271,466.00	21,076.68	174,245.19	97,220.81	64.2
MATERIAL AND SERVICES	176,200.00	7,947.65	100,115.66	76,084.34	56.8
CAPITAL OUTLAY	24,900.00	871.24	4,884.00	20,016.00	19.6
TRANSFERS OUT	909,702.00	.00	.00	909,702.00	.0
CONTINGENCIES AND RESERVES	134,606.00	.00	.00	134,606.00	.0
	<u>1,516,874.00</u>	<u>29,895.57</u>	<u>279,244.85</u>	<u>1,237,629.15</u>	<u>18.4</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>2,178,500.00</u>	<u>79,246.25</u>	<u>678,502.86</u>	<u>1,499,997.14</u>	<u>31.2</u>
	<u>(710,000.00)</u>	<u>35,588.56</u>	<u>372,779.92</u>	<u>(1,082,779.92)</u>	<u>52.5</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2015

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	307,213.00	17,191.50	307,213.00	.00	100.0
CHARGES FOR SERVICES	2,952,000.00	239,435.15	1,929,625.45	1,022,374.55	65.4
OTHER REVENUE	1,000.00	3,854.81	9,590.80	(8,590.80)	959.1
TRANSFER IN	.00	1,209.58	1,209.58	(1,209.58)	.0
	<u>3,260,213.00</u>	<u>261,691.04</u>	<u>2,247,638.83</u>	<u>1,012,574.17</u>	<u>68.9</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	486,747.00	37,272.37	311,364.67	175,382.33	64.0
MATERIAL AND SERVICES	239,600.00	6,488.21	109,945.99	129,654.01	45.9
CAPITAL OUTLAY	24,900.00	871.24	4,884.00	20,016.00	19.6
	<u>751,247.00</u>	<u>44,631.82</u>	<u>426,194.66</u>	<u>325,052.34</u>	<u>56.7</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	466,212.00	35,522.06	297,451.01	168,760.99	63.8
MATERIAL AND SERVICES	510,600.00	33,318.74	353,718.41	156,881.59	69.3
CAPITAL OUTLAY	982,113.00	2,920.68	964,879.73	17,233.27	98.3
TRANSFERS OUT	1,172,453.00	.00	.00	1,172,453.00	.0
CONTINGENCIES AND RESERVES	227,588.00	.00	.00	227,588.00	.0
	<u>3,358,966.00</u>	<u>71,761.48</u>	<u>1,616,049.15</u>	<u>1,742,916.85</u>	<u>48.1</u>
	<u>4,110,213.00</u>	<u>116,393.30</u>	<u>2,042,243.81</u>	<u>2,067,969.19</u>	<u>49.7</u>
	<u>(850,000.00)</u>	<u>145,297.74</u>	<u>205,395.02</u>	<u>(1,055,395.02)</u>	<u>24.2</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2015

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	540,810.00	6,198.08	395,912.21	144,897.79	73.2
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	500.00	.00	.00	500.00	.0
	<u>541,310.00</u>	<u>6,198.08</u>	<u>395,912.21</u>	<u>145,397.79</u>	<u>73.1</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	70,000.00	.00	17,224.65	52,775.35	24.6
CAPITAL OUTLAY	378,771.00	.00	268.40	378,502.60	.1
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	432,539.00	.00	.00	432,539.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>881,310.00</u>	<u>.00</u>	<u>17,493.05</u>	<u>863,816.95</u>	<u>2.0</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>881,310.00</u>	<u>.00</u>	<u>17,493.05</u>	<u>863,816.95</u>	<u>2.0</u>
	<u>(340,000.00)</u>	<u>6,198.08</u>	<u>378,419.16</u>	<u>(718,419.16)</u>	<u>111.3</u>