City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, June 9, 2014, 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 authority of ORS 192.660(2)(f), "to consider information or records that are exempt by law," and under ORS 192.660(2)(h), "to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed."

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. Proclamation – Supreme Americanism Week [pg. 3]
2. June Yard of Month Awards:
   a. Residential: Kai Oberbeck & Jim Redel, 96406 Oceanside East Drive
   b. Commercial: Elias & Sonya Billington, Oxenfrē Public House

E. Ordinances

1. Ordinance 14-O-731 adding provisions to Brookings Municipal Code Chapter 17.40, Public Open Space District, to allow the use of a recreational vehicle as a residence under specific conditions. [Planning, Advance Packet]

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

G. Staff Reports

1. Execution of Lease Termination Agreement with the Claveran Group, LLC, and execution of Golf Course Lease Agreement with Wild Rivers Golf Management, LLC. [City Manager, pg. 4]
   a. Lease Termination Agreement [pg. 6]
   b. Golf Course Lease Agreement [pg. 8]
2. Execution of agreement with the Pelican Bay Arts Association for $500 in Transient Occupancy Tax funds to promote the 2014 Festival of Art at Stout Park. [City Manager, pg. 32]
   a. Proposal [pg. 33]
3. Direction to prepare draft resolution regarding the drafting of a ballot measure for the May 2015 election to enact a fuel tax. [City Manager, pg. 36]
   a. City of Eugene 2011 Gas Tax Q & A [pg. 38]
   b. Election timeline [pg. 40]
   c. City of Newport Fuel Tax Ordinance [pg. 41]

H. Consent Calendar

1. Approve Council minutes for May 27, 2014. [pg. 52]
2. Accept Public Art Committee minutes for May 19, 2014. [pg. 56]
3. Accept May 2014 Vouchers in the amount of $199,300.08. [pg. 57]

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

Proclamation

Whereas, strengthening the Unity of the United States of America is vital and there is a need to strengthen the American Heart of Emblem, the beliefs of each individual and each Club; and

Whereas, in these interests, it seems appropriate at this time to restate our Citizen Principles by pledging to bear true allegiance to the Constitution of the United States of America, and to the Flag which is the Emblem of our Country; and

Whereas, in keeping with our pledge, the Supreme Emblem Club of the United States of America has adopted the Flag of our Country as our Order's Emblem and the name "Emblem" by which our organization is known throughout the land; and

Whereas, we are Citizens dedicated to the belief that the United States shall be sustained, preserved and perpetuated; and

Whereas, in keeping with our principles, it seems obligatory that we act to more forcefully display these beliefs; that each club create an Americanism Committee and originate and participate with others in patriotic community endeavors; that each Emblem member complete a patriotic deed each day and engage in assisting the Americanism Program of the Benevolent and Protective Order of Elks on every occasion we are invited to participate; and that each club and club member actively work to fulfill our dedicated purpose of bearing true allegiance to the Constitution and Flag of the United States of America.

Now, Therefore, Be it Resolved, I, Ron Hedenskog, Mayor of the City of Brookings, do hereby proclaim the week of June 9th through June 15th, 2014, as

SUPREME AMERICANISM WEEK.

In Witness Whereof, I, Mayor Ron Hedenskog, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 9th day of June, 2014.

_____

Mayor Ron Hedenskog

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 9, 2014

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject: Golf Course Lease Agreement with Wild Rivers Golf Management LLC

Recommended Motion:
Motion to authorize the City Manager to execute the Lease Termination Agreement with The Claveran Group LLC and, upon receipt of the aforementioned signed agreement from The Claveran Group, to execute the Golf Course Lease Agreement with Wild Rivers Golf Management LLC.

Financial Impact:
City will receive $20,000 annually in rent to be deposited into special Fund for golf course water development and as yet unknown revenue from RV park rental fees.

Background/Discussion:
The City has received notice from Steve Muir, principal of The Claveran Group, of their desire to terminate the current lease agreement with the City for the operation of the Salmon Run Golf Course.

Salmon Run Golf Course General Manager Ed Murdock and local resident George Rhodes have formed a new limited liability corporation (LLC) known as Wild Rivers Golf Management LLC and are seeking a lease to operate the golf course.

The proposed lease agreement has been reviewed by the City Attorney and the City Manager, as well as Wild Rivers Golf Management LLC's principals and attorney, and has been discussed during several executive sessions of the City Council over the last several months.

Key elements of the proposed Agreement are as follows:

1. The term is for a period of five years, with the Lessee having the option to renew for an additional five years.
2. Rent will be $20,000 annually, payable on August 15.
3. All rent proceeds will be held in a special Fund to fund the development of a permanent water source for the golf course.
4. Lessee will pay all taxes and utilities costs.
5. Lessee is authorized to develop an RV park on the golf course premises, with up to 48 RV spaces.
6. Lessee will pay to the City an amount equal to the City's Transient Occupancy Tax on rental proceeds from the RV park.

7. City Manager approval must be obtained for all events where attendance is expected to exceed 400 persons.
8. Lessee is authorized to obtain a liquor license for the sale of alcoholic beverages on the property.
9. Lessee is authorized to construct up to four permanent residential units on the property. No full time residents other than a golf course superintendent, security officer or caretaker may reside on the property.
10. Lessee will procure, at its sole expense, all water needed for irrigation of the golf course. The City agrees to cooperate with the lessee in obtaining a long-term water source for the golf course. If lessee cannot obtain sufficient water for the operation of the golf course, the lease will immediately terminate.
11. Lessee pledges all fixtures, equipment, inventory and other property held in connection with the operation of the golf course or the RV park as collateral in the event of breach of contract or early termination of the agreement.

Staff has sent a Lease Termination Agreement to The Claveran Group as the letter provided by Steve Muir is quite brief and does not provide recognition of the termination terms. As of this writing, the City has not received an executed Lease Termination Agreement from Muir. This termination agreement is needed before the City can enter into a new lease agreement. Staff has requested assistance from the principals of Wild Rivers Golf Management in securing the signed lease termination agreement.

Attachment(s):

a. Lease Termination Agreement
b. Golf Course Lease Agreement

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("Agreement") is entered into between the City of Brookings, an Oregon municipal corporation ("City") as Lessor and The Claveran Group, LLC, an Oregon limited liability company ("Lessee"). City and Lessee will be referred to collectively as "the Parties."

WHEREAS, City and Lessee entered into a Lease Agreement on or about February 17, 1998 whereby City leased 182 acres of land in Jack Creek Valley to Lessee for the purpose of constructing, developing, and operating a public golf course;

WHEREAS, the parties are currently in year fourteen (14) of a sixty (60) year lease;

WHEREAS, Lessee has built an 18-hole public golf course;

WHEREAS, Lessee no longer desires to operate the golf course;

WHEREAS, City has identified a party interested in operating the golf course;

WHEREAS, it is determined by City to be in the public's best interest to have a new entity operate the golf course;

WHEREAS, the Parties desire to terminate the current lease agreement.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Termination.** The Parties agree that in lieu of the Original expiration date of February 16, 2058, the lease will terminate on _____ ("Termination Date").

2. **Surrender.** Prior to the Termination Date, Lessee must surrender possession of the leased premises and remove all personal property, fixtures, and equipment therefrom that has not been transferred to the new leaseholder, Wild Rivers Golf Management, LLC.

3. **Mutual Release.** Upon Lessee satisfying its obligations as set forth in this Agreement, City releases, discharges and waives any claims against Lessee, its successors, assigns, officers, or members, arising out of or in any way connected with the Lease through the date hereof, and Lessee release, discharges and waives any claims against the City, its successors, assigns, officers, employees, or agents, arising out of or in any way connected with the lease through the date hereof.

4. **Binding Upon Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

5. **Final Agreement.** This Agreement constitutes the final and exclusive agreement and understanding of the Parties on the subject matter hereof. This Agreement may only be modified by a further signed writing by the Parties.

6. **Governing Law/Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. Any action or proceeding brought to adjudicate the respective rights or obligations of the Parties under this Agreement must be brought in Curry County Circuit Court.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on this ____ day of _____, 2014.

CITY OF BROOKINGS

_____
Mayor Ron Hedenskog

ATTEST:

_____
City Recorder Joyce Heffington

THE CLAVERAN GROUP, LLC

_____
By: Peter Pavich, President

ACKNOWLEDGMENTS

State of Oregon
County of Curry

This instrument was acknowledged before me on _____ (date), by Ron Hedenskog, Mayor of the City of Brookings.

_____
Notary Public for Oregon
My commission expires:

State of Oregon
County of Curry

This instrument was acknowledged before me on_____ (date), by Peter Pavich, President of The Claveran Group, LLC.

_____
Notary Public for Oregon
My commission expires:

GOLF COURSE
LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease" or this "Agreement") is made by and between the City of Brookings, a municipal corporation, 898 Elk Drive, Brookings, OR 97415, hereafter referred to as "City," and Wild Rivers Golf Management, LLC, an Oregon limited liability company, 96418 Oceanside Drive East, Brookings, OR 97415, hereafter referred to as "Lessee."

RECITALS

WHEREAS, the City is the owner of approximately 182 acres of land developed as a golf course, operating under the name "Salmon Run Golf Course", located four miles east of Brookings in Jack Creek Valley, a tributary of the Chetco River, and more completely described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the City Council has authorized the execution of an agreement with the Lessee to operate and manage the golf course facility for public golfing purposes for the period and in the manner hereinafter set forth.

NOW THEREFORE, in consideration of the fulfillment of the parties obligations hereafter set forth, IT IS MUTUALLY AGREED as follows:

1.0 LEASED PREMISES

1.1 PURPOSE. City hereby leases to Lessee for its management and operation of a golf course upon the designated grounds within the real property consisting of Salmon Run Golf Course. The golf course will remain the same unless otherwise changed by City.

1.2 DESCRIPTION OF PREMISES. The premises leased hereunder ("Premises"), as shown on the attached **Exhibit A** which by this reference is incorporated herein, may be used only and exclusively for uses described herein and related purposes or such other purposes as approved by the City Manager and for no other purposes whatsoever.

1.3 ACCEPTANCE OF CONDITION. Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the operation of the golf course. Lessee accepts the Premises in its present condition.

1.4 FUTURE IMPROVEMENTS. Except as otherwise set forth herein, any improvements, additions, alterations or changes to the Premises will be subject to: prior approval by the City Manager; securing of applicable permits by

Lessee; and compliance with such terms and conditions as may be imposed thereon by the City Manager.

1.5 TITLE TO PREMISES. Lessee hereby acknowledges the title of City, in and to the Premises and the improvements located thereon, other than those set forth on **Exhibit B** attached hereto and incorporated herein by this reference which City acknowledges are owned by Lessee, and each party covenants and agrees never to assail, contest or resist said title.

1.6 TITLE TO IMPROVEMENTS. Except as agreed by the parties, ownership of all structures, buildings and/or improvements constructed by Lessee upon the Premises, during the term hereof, and all alterations, additions or betterments thereto, will immediately vest and be vested in City at all times during and after the term hereof, without compensation being paid therefore. Such structures, buildings and/or improvements must be surrendered to City with the remainder of the Premises upon termination of this Agreement. If the estimated value of an improvement(s) to be constructed is more than $100,000, then the parties may renegotiate the term of this Agreement prior to the installation of the improvements or the City Council may allow such improvement(s) to be excluded from this provision.

2.0 TERM OF AGREEMENT

2.1 TERM. The term of the Agreement is for a period of **five (5) years** commencing on June 1, 2014 following the approval of this Agreement by the Brookings City Council.

2.2 EXTENSION. At the conclusion of the original term of 5 years, and provided that the Lessee is not in default under the terms of this Agreement, Lessee will have the option of renewing this Agreement for an additional five (5) year period, provided that Lessee gives written notice to the City of its intent to renew at least six (6) months prior to the expiration of the original term. This option will be for all of the Premises. If Lessee exercises this option to renew, all terms of this Agreement except for Rent, which will be set either by agreement of the parties or by arbitration pursuant to Section 2.3, if the parties cannot agree. In no event may rent be less than the rent specified in the last year of the original lease term.

2.3 ARBITRATION OF RENT. If the parties cannot mutually agree to a new rent amount by the first day of the extension period, then the parties must commence arbitration. The parties must designate a single arbitrator to fix the amount of rent for the extension period. The arbitrator must be a qualified, independent real property appraiser familiar with rental values for golf course operations in Oregon, California or Washington. The arbitrator may set rent for the extension period on a year-to-year escalation formula, or any other basis that the arbitrator determines to be fair and reasonable under the circumstances then existing.

The parties must fully cooperate with the arbitrator and provide all relevant information and documents. The parties will bear the cost of the arbitration equally.

2.4 HOLDING OVER. In the event Lessee holds over beyond the term herein provided with the consent, expressed or implied by City, such holding will be from month to month only and subject to the conditions of this Agreement. Any holdover will not be a renewal thereof and will be at the monthly compensation determined by dividing the Rental Amount provided for herein by twelve (12).

3.0 CONSIDERATION

3.1 RENT. On August 15, 2014 and each year thereafter, Lessee will pay to the City the sum of Twenty Thousand Dollars ($20,000.00) ("Rental Amount"); such payment being paid at 898 Elk Drive, Brookings, Oregon, or such other address as may be hereafter designated by the City.

3.2 LATE FEE. A late payment charge of two percent (2%) compounded per month will be added to any late payment received by the City after the fifteenth day of the month. However, the late payment charge herein provided may be waived, whenever the City Manager, in his sole discretion, finds the late payment excusable by reason of extenuating circumstances. At no time during the term of this Agreement will the City be obligated to notify the Lessee of the accumulation of late payment charges.

4.0 LESSEE'S BASIC OBLIGATION

4.1 GOLF OPERATIONS

A. Use Granted. Lessee is hereby authorized and required to sell, rent, store and/or repair golf equipment; provide instructional services in the play of golf; rent golf carts; sell clothing and golf supplies and operate a driving range.

B. Golf Carts.

1. Lessee will provide sufficient number of power driven golf carts to meet the public demand therefore at the Premises. The Lessee may prohibit the use of golf carts on the golf course whenever weather conditions expose the user to danger or the golf course to damage arising from the operation thereon.

2. Lessee must maintain at least one (1) equally accessible golf cart at the facility that is operational at all times. Such golf cart to be purchased by Lessee on or before the second anniversary of this Agreement.

3. Lessee must make golf carts available to City at no charge for use by City employees in performing inspections and conducting promotional/familiarization tours of the facility associated with City's economic development program and general oversight responsibilities.

4.2 CLUBHOUSE/COFFEE SHOP

A. Use Granted. Lessee is hereby authorized to sell food and beverages within the Premises, if Lessee otherwise complies with all local, State, and Federal regulations related to the sale of food and beverages.

4.3 GENERAL MAINTENANCE

A. Grounds Maintenance. The Lessee will have the exclusive duty, right, and privilege to mow, edge, trim, overseed, fertilize, aerate, irrigate, sod, change cups, service tees, topdress, repair divots, rake traps, spray, mop, spot irrigate, syringe, and renovate turf and shrub areas designated hereunder, as well as to provide weed control, disease and pest control, tree maintenance, irrigation system maintenance including mainlines, pumps, boosters, and controllers, keep swales in good repair and the necessary maintenance of any appurtenant structures and equipment.

B. Maintenance Standard. In regard to the level of maintenance, all work is to be performed in accordance with industry-wide golf course maintenance standards for public golf courses of similar size, geographic location and economic conditions.

C. Maintenance Equipment. In regard to equipment and materials to be provided by the Lessee:

1. The Lessee, at its own cost and expense, will furnish all necessary equipment, supplies, and materials of good quality and in the amounts necessary to fulfill this Agreement.

4.4 SAFETY.

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

B. Lessee must take commercially reasonable steps such as call 911, in order to obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the Premises and agrees to cooperate fully with City in the investigation of

any accidental injury or death occurring on the Premises. Lessee must submit a report within twenty-four (24) hours to the City Manager of any accidental injury requiring ambulance response or death.

5.0 COMPLIANCE WITH LAWS

5.1 GENERALLY. Lessee must comply with all applicable rules, regulations, laws, ordinances, use permits, statutes, or orders of any governmental authority, federal, state or local, lawfully exercising authority over the Premises or over the operations carried out pursuant to this Agreement. Lessee will take such actions as may be necessary for the protection of health, safety, and welfare of the public.

5.2 COMPLIANCE WITH CIVIL RIGHTS LAW. The Lessee hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

6.0 UTILITIES, TAXES AND FEES

6.1 UTILITIES & TAXES. The Lessee will pay all charges for utilities servicing the Premises. Lessee will pay all taxes of whatever character that may be lawfully levied upon or charged against the leasehold estate in the Premises or the structures, improvements, or other property on the Premises or upon Lessee's use and operation of the golf course facilities. Lessee will pay all future license or permit fees assessed during the term of this Agreement, necessary or required by law for the conduct of its operation on the Premises.

6.2 TOT. Lessee must pay to the City an amount equal to the amount that would be received by City from the application of the City's Transient Occupancy Tax (TOT) if the Premises were located within the City limits on all TOT revenue received from space rental in the RV Park and other residential units if used for transient lodging purposes. Said TOT in lieu fee must be reported and remitted in the same manner as TOT payers consistent with Section 3.10.040 of the Brookings Municipal Code. If Curry County adopts a transient occupancy tax applicable to Lessee's RV Park and residential units, then this provision becomes inoperative.

7.0 USE OF LEASED PREMISES

7.1. GOLF COURSE. Lessee agrees to use the Premises for the purpose of operating a golf course facility, providing the usual services generally provided by golf

courses, each with respect to public golf courses of similar size, geographic location and economic conditions, and operating an RV Park. Lessee represents that he has knowledge and understanding of the principles and practices of golf course operation and management and agrees that he will implement and utilize such principles and practices in the operation of the Premises and facilities.

7.2. WAGES. Lessee is obligated to pay all wages or salaries for its employees including the payment and withholding of all payroll, social security, or other taxes as may be applicable.

7.3. PROHIBITED USE. The Premises may not be used for any illegal purposes, or in violation of any valid regulation of any governmental body, or in any manner to create any nuisance or trespass, or in any manner which may invalidate the insurance coverage of the Premises or increase the rate of insurance coverage on the Premises.

7.4. LOCAL VENDORS. Lessee will extend its best efforts to utilize, as available and appropriate, businesses within the Brookings area provided such items are cost competitive with other bids.

7.5. EQUIPMENT. Lessee will, at Lessee's sole expense, provide the necessary and customary equipment to operate a golf course in at least the same manner as the Premises was operated prior to the date of this Agreement.

7.6. SECURITY. Lessee will at all times during the term of this Agreement provide adequate security and safety measures necessary to protect the Premises and any persons, including Lessee's employees, invitees, agents, and members of the general public, from risk of harm arising from Lessee's use of the Premises.

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

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

7.9 LARGE EVENTS; RESTRICTIONS. Lessee will obtain City Manager's prior written approval of any events or activities not otherwise specifically provided for and authorized herein, where more than 400 attendees are expected.

10.0 SALE OF BEER/ALCOHOLIC BEVERAGES

10.1 Lessee may obtain a liquor license to sell alcoholic beverages on the Premises. Lessee must apply for such alcohol license in the normal and customary manner required of all alcohol license applicants. The City agrees to cooperate with Lessee in any application process.

11.0 RV PARK and RESIDENTIAL UNITS

11.1 Subject to Lessee obtaining approval from governmental authorities at Lessee's sole expense, Lessee may develop up to four (4) permanent residential buildings and a Recreational Vehicle (RV) Park with up to 48 full hook-up spaces provided that (a) the facility will be designated for short-term use with a maximum rental use time limit of ten (10) consecutive days in any one space, and (b) priority in rental use will be given to persons who intend to make use of the Golf Course. No full time resident other than the golf course superintendent, security officer or caretaker will be allowed to occupy any permanent residential building or RV.

12.0 MAINTENANCE, REPAIRS, DAMAGE, DESTRUCTION AND RESTORATION

12.1. DUTY TO MAINTAIN. Lessee, throughout the terms of this Agreement, at its own cost and without any expense to the City, will keep and maintain the Premises in as good or better condition, normal wear and tear excepted, then said structures and improvements thereon were in at the beginning of the initial term of this Agreement, and must make all repairs necessary to meet this obligation.

12.2. OPTION TO REPAIR. During the term of this Agreement the City may, but is not obligated to, make major repairs, replacements or renewals to the Premises or building, improvements and fixtures.

12.3 DESTRUCTION OF THE PREMISES

A. In the event the Premises are totally or partially destroyed by a risk covered by the insurance coverage required herein, Lessee may either restore the premises or terminate this Agreement. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, City will either restore the Premises or terminate this Agreement. City will make the loss adjustment with the insurance company insuring the loss and receive payment of the proceeds of insurance. Said insurance proceeds, if any, will be held for the benefit of Lessee only in the event of an election by Lessee to restore the Premises

and will be disbursed in installments as construction progresses for payment of the costs of restoration upon satisfactory performance of the work required, as evidenced by certification of completion by the City Manager and release of mechanic's liens by all persons furnishing labor and materials thereon. If the proceeds of insurance are insufficient to pay the actual costs of restoration, Lessee must deposit the amount of the deficiency with the City upon demand therefore by the City Manager, and said sums will be held for payment of said costs and disbursed in the manner heretofore provided. Any undistributed funds will be retained by City and credited to the Rental Amount outstanding over the remaining term of this Agreement. In the event Lessee elects to restore the Premises, plans, specifications, and construction cost estimates for the restoration thereof must be prepared by Lessee and forwarded to City Manager for approval prior to the performance of any work thereon. Said documents must be prepared and submitted in a timely manner following adjustments of the loss and receipt of the proceeds of insurance by City. The required construction must be performed by Lessee and/or licensed and bondable contractor(s) thereof who will be required to carry comprehensive liability and property damage insurance, workers' compensation insurance, and standard fire, and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction, in amounts equal to the insurance limits required herein, or as otherwise determined by the City. Said construction must be commenced promptly following the approval thereof by the City Manager, issuance of permits therefore by governmental agencies having jurisdiction thereover, and posting of the construction site by the City with notice of non-responsibility, and will be diligently prosecuted to completion. All work must be performed in accordance with the approved plans and specifications, unless changes therein are approved in advance by the City Manager. Lessee agrees that City may have on the site at any time during the construction period an inspector who will have the right of access to the Premises and the work occurring thereon. Lessee, at the commencement of the construction work, must notify the City Manager in writing of the identity, place of business, and telephone number of responsible person(s) in charge of the construction to be occurring thereon. All construction must be performed in a good and workmanlike manner. Upon completion of the restoration, Lessee will immediately provide a notice of completion to the City Manager.

B. If the Premises are restored, this Agreement will continue in full force and effect, except that the payment to be made by Lessee will be abated and/or other relief afforded to the extent that the City Manager may

determine. Any such claim will be denied if the destruction of the Premises is found by the City Manager to have been caused by the fault or neglect of Lessee. Lessee agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all relevant information requested relative to the operation, and permitting examination and audit of all relevant accounting records kept in connection with the conduct thereof.

C. Lessee will cooperate in the restoration of the Premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required for the restoration thereof.

D. The aforesaid provisions for abatement and/or other relief will also be applicable to a total or partial destruction of the Premises by the aforementioned causes, except that the relief to be provided will be based upon the extent the City Manager may determine that the reduction in the public's use of said Premises due to the partial or total closure thereof has affected the Agreement.

E. Lessee agrees to accept the remedy heretofore provided in the event of a destruction of the Premises and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of Oregon.

12.4 SANITATION. No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, may be permitted or remain on the Premises. Lessee must provide for the collection of refuse as often as necessary, and in no case less than once a week, and must pay all charges which may be made for the removal thereof. Public restrooms must be cleaned on a daily basis.

13.0 IMPROVEMENTS TO PREMISES

13.1. CITY APPROVAL. Lessee may make capital improvements, at its own expense, in accordance with contracts, plans, and specifications to be approved by the City. The Lessee may also at its own expense, make other alterations, additions, or improvements to the Premises as it may deem necessary or expedient in the operation of the golf course. All capital improvements are subject to the following conditions:

A. Lessee must not make or cause to be made any alteration or improvement, structural or otherwise, not related to use of the Premises for golfing purposes or which will cause the Premises to be unsuitable for golfing purposes, each with respect to public golf courses of similar size, geographic location and economic conditions.

B. Lessee must not, without written consent of the City, tear down, materially alter or demolish any of the existing improvements on the Premises owned by the City.

C. Construction may not be undertaken prior to Lessee's receiving all required permits and authorizations of the City and other governmental units or agencies.

D. Prior to commencement of construction, alteration, or addition of improvements on or to the Premises, Lessee or Lessee's contractor must obtain, at Lessee's expense, comprehensive general liability insurance, including worker's compensation and contractor's insurance, naming the City as an additional insured within the limits reasonably required by the City.

E. Lessee will indemnify the City against any contractor's or mechanic's lien or any other lien arising out of the making of any alteration, repair, addition, or improvement by Lessee.

F. Lessee must not make major alterations, additions, major repairs, permanent decorations, restorations, or improvements of the Premises without first notifying and consulting with the City. A "major alteration" is defined as any activity which materially changes the buildings, bridges, utility services, and irrigation systems.

14.0 LANDLORD'S OBLIGATIONS

14.1 CITY REPRESENTATIONS. To induce Lessee to execute this Agreement, and in consideration of the other representations and warranties of the City contained in this Agreement, the City warrants and represents that:

A. The City is the owner in fee simple of the Premises;

B. The City has good and marketable title to the Premises, there are no liens, easements, restrictions, or encumbrances upon the Premises that prohibit, restrict, or adversely affect Lessee's use and occupancy of the Premises or the intended use of the rights and easements granted to Lessee in this Agreement;

C. This Agreement does not violate the provisions of laws or of any instrument executed by the City or any other instrument that places any restrictions or burdens on the Premises;

D. The City has obtained all necessary easements for access and utilities and these are appurtenant to the Premises; and

E. So long as this Agreement has not been terminated, Lessee's peaceable and quiet enjoyment of the Premises will not be disturbed by anyone claiming by or through the City.

14.2 INDEPENDENT LESSEE. This Agreement is by and between the City of Brookings and Lessee and is not intended, and may not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between City and Lessee. Each party understands and agrees that all persons furnishing services on such party's behalf pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of such party and not of the other party. Each party will bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of such party pursuant to this Agreement.

15.0 EASEMENTS

15.1 This Agreement is subject to all easements, lien, and encumbrances of record relating to the Premises.

16.0 WATER

16.1 IRRIGATION. Lessee will procure at its sole cost and expense all water necessary for irrigation of the golf course, provided that in the event Lessee determines, in its sole discretion, that sufficient water to operate the golf course is unavailable, Lessee may terminate this Agreement.

16.2 LONG-TERM. Lessee and City agree to cooperate in developing plans for securing a long-term water supply to serve the golf course. To this end, 100% of the Rental Amount will be deposited into a fund for golf course water source development. The City agrees that all such funds will remain dedicated to the provision of sufficient water for the running of the golf course until such time as either Lessee agrees that such funds can be released, a long-term water source is developed, or this Agreement is terminated.

16.3 POTABLE WATER. Lessee will be solely responsible for the operation, maintenance, and regulatory compliance of any and all on-site potable water systems.

17.0 INSURANCE

17.1. REQUIRED INSURANCE. Lessee must, during the term of this Agreement, carry and maintain in full force and effect, at its own expense, insurance with respect to the Premises naming the City, and its agents, as an additional insured, with not less than the following coverage:

A. Fire and extended coverage replacement value of contents (building excluded);

B. Automobile and vehicle liability $1,000,000 each accident, including any owned, leased, hired and/or non-owned automobile/vehicles;

C. Worker's Compensation and Employers Liability, $1,000,000 limit; and

D. Comprehensive general liability, including Premises operations, product liability, broad form property damage, independent contractors $2,000,000 per occurrence.

17.2. DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs). Lessee's policies may not obligate the City to pay any portion of any Lessee deductible or SIRs. The City retains the right to require Lessee to reduce or eliminate policy deductibles and SIRs as respects the City, or to provide a bond guaranteeing Lessee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of Oregon.

17.3 DEDUCTIBLE PAYMENT. The deductible for any underlying insurance coverage will be paid by the City when the occurrence is caused by the negligence of the City or its agents or employees.

17.4 FAILURE TO MAINTAIN INSURANCE. Lessee's failure to maintain or to provide acceptable evidence that it maintains the required insurance will constitute a material breach of the Agreement, upon which City may immediately terminate this Agreement. City, at its sole discretion, may obtain damages from Lessee resulting from said breach. Alternatively, the City may purchase the required insurance, and without further notice to Lessee, invoice the premium cost to Lessee, which sum will be due within 30 days from the date of the invoice.

17.5 LESSEE'S INSURANCE WILL BE PRIMARY. Lessee's insurance policies, with respect to any claims related to this Lease, will be primary with respect to all other sources of coverage available to Lessee. Any City maintained insurance or self-insurance coverage will be in excess of and not contribute to any Lessee coverage.

17.6 WAIVERS OF SUBROGATION. To the fullest extent permitted by law, the Lessee hereby waives Lessee's, and Lessees' insurer(s)', rights of recovery against City under all the required insurance for any loss arising from or relating to this Lease. The Lessee will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

17.7 SUB-CONTRACTOR INSURANCE COVERAGE REQUIREMENTS. Lessee must include all sub-lessees as insureds under Lessee's own policies or provide City with each sub-lessee's separate evidence of insurance coverage. Lessee will be

responsible for verifying that each sub-lessee complies with the required insurance provisions herein, and must require that each sub-lessee name the City and Lessee as additional insureds on the sub-lessee's General Liability policy. Lessee must obtain City's prior review and approval of any sub-lessee request for modification of the required insurance.

18.0 INDEMNITY PROVISION

18.1. LESSEE. Lessee will indemnify, defend, and hold harmless the City, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses, including attorney and expert witness fees, ("Claims"), for personal injury, personal property damage, or environmental damage, that are alleged to have arisen from or are related to Lessee's acts or omissions pursuant to this Agreement. This indemnity provision expressly includes Claims relating to personal injury, personal property damage and environmental damage. Lessee's duty to indemnify the City, its elected officials, agents, officers, and employees will survive the expiration or other termination of this Agreement.

18.2. CITY. The City will indemnify and save harmless Lessee from and against any and all losses, costs (including reasonable attorneys' fees), damages, expenses and liability (including statutory liability and liability under worker's compensation laws) in connection with claims for damages as a result of injury or death of any person or property damage (including environmental damage) to any property caused by the City, its agents, employees, customers, invitees, contractors, subcontractors, and all other persons.

19.0 LESSEE'S PERSONAL PROPERTY AND TRADE FIXTURES

19.1. PROPERTY OF LESSEE. Lessee's trade fixtures and personal property (collectively called "Lessee's Property") however installed or located on the Premises will be and remain the property of the Lessee and may be removed at any time and from time to time during the term of this Agreement. Lessee must repair any damage caused by removal of Lessee's Property.

19.2. TERMINATION OF AGREEMENT. Upon the expiration or termination of this Agreement, the Lessee may, but is not required to, remove trade fixtures installed by or on behalf of Lessee and all of Lessee's Property from the Premises, subject to the provisions of Section 22. Any of Lessee's Property remaining in the Premises ten (10) business days after expiration or termination will be deemed abandoned by Lessee. Lessee's failure to remove its property does not constitute, nor may it be deemed to constitute, a holding over or effect an extension or renewal of the term of this Agreement.

20.0 LIENS

20.1 NO LIENS. Lessee must keep all of the Premises and all buildings and other improvements at any time located thereon free and clear of any and all contractor's, mechanic's, material-men's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of such Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction by, or permitted by Lessee on or about the Premises or any obligations of any kind incurred by Lessee. Lessee must at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based, and must indemnify the City and all of the Premises and all the buildings and improvements thereon against such liens and claims of liens and suits and other proceedings pertaining thereto.

20.2 LIEN CONTEST. If Lessee desires to contest any such lien, he must notify the City of its intention to do so within fifteen (15) days after the filing of such lien. In such case, and provided that Lessee must on demand protect the City by good and sufficient surety bond against such lien and any cost, liability or damage arising out of such contest, Lessee will not be in default of this Agreement until thirty (30) days after the final determination of the validity of the lien. Within that thirty (30) day time period, Lessee must satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien must not, in any case, be delayed until execution is had on any judgment rendered thereon; such delay will be a default of Lessee hereunder. In the event of any such contest, Lessee will protect and indemnify the City against all loss, expense, and damage resulting therefrom, including attorneys fees that may be incurred in connection with said dispute.

20.3 CITY LIENS. This section does not apply to liens which may arise from actions by or on behalf of the City.

21.0 ASSIGNMENT AND SUBLEASING

21.1 Lessee may not mortgage, hypothecate, pledge, or otherwise encumber or assign the leasehold herein created; neither may Lessee sublet the Premises, in whole or in part, without prior written consent of the City.

22.0 COLLATERAL

22.1 COLLATERAL IDENTIFIED. Lessee pledges all of its fixtures, trade fixtures, equipment, inventory and all other property that is used or held in connection with the operation of the golf course or the RV Park now or in the future to be used as collateral ("the Collateral") in the event of Lessee's default or other breach and the subsequent early termination by the City.

22.2 APPRAISAL. Upon Lessee's default or other breach and the subsequent early termination ("early termination" means before the expiration of the five-year term, or any extension thereof) of this Agreement by City, Lessee will turn over a comprehensive list of all Collateral and its location. Lessee will cooperate with City to obtain an independent appraisal of the fair market value of the Collateral.

22.3 TRANSFER OF COLLATERAL. Upon Lessee's default or other breach and the subsequent early termination of this Agreement by City, City will be entitled to select from the Collateral, items (fixtures, trade fixtures, equipment, inventory, or other property) that have a cumulative fair market value equal to the remaining unpaid lease payments (Rental Amount) under this Lease. City will also have the first right of refusal to purchase all remaining items of Collateral at the fair market value determined by the independent appraiser. Lessee will cooperate in the execution of any and all necessary documentation to transfer title to the Collateral to the City.

22.4 RESTRICTION. During the term of this Agreement, except in the ordinary course of business, Lessee may not sell, encumber, or hypothecate any of the Collateral without the express, written consent of the City.

23.0 MODIFICATION, AMENDMENT AND TERMINATION OF AGREEMENT

23.1 IN WRITING. This Agreement may be modified or amended by mutual agreement of the parties. To be valid any modification or amendment must be in writing, dated and fully executed by both parties.

23.2 UNFORESEEN CIRCUMSTANCES. Any unforeseen circumstance, problem, dispute or disagreement regarding the role of either party in this leasing arrangement or regarding the use and operation of the golf course facilities that is not addressed by the express terms of this Agreement will be subject to negotiations between the parties to reach a mutually-agreed upon resolution of the matter(s) in issue. This Agreement may be terminated at any time upon the mutual agreement of the parties.

23.3. OBLIGATIONS. In the event this Lease is terminated all further obligations of the parties hereunder will terminate, unless otherwise stated in this Lease.

24.0 AGREEMENT ENFORCEMENT

24.1 CITY REPRESENTATIVE. The City Manager will be responsible for the enforcement of this Agreement on behalf of City and may be assisted therein by those officers and employees of City having duties in connection with the administration thereof.

24.2 COMPLIANCE. Any officers and/or authorized employees of City may enter upon the Premises at any and all reasonable times for the purpose of determining whether or not Lessee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of City within the Premises.

25.0 DEFAULTS - BREACH

25.1. EVENTS OF DEFAULT. Any or all of the following will be considered events of default of this Agreement by Lessee:

A. If Lessee fails to perform any duty or obligation imposed hereunder or defaults in payment of any of the amounts due to the City as set forth in this Lease, or defaults in the observance or performance of any of the covenants, agreements, commitments or conditions contained in any such default continues un-remedied for a period of thirty (30) days after written notice of such default or failure to perform has been mailed to Lessee; or

B. If Lessee makes an assignment of its property for the benefit of creditors; petitions any court to be adjudged bankrupt; is judicially determined to be insolvent; is adjudged bankrupt; seeks a reorganization under any of the terms of the Federal Bankruptcy code, as amended, or under any insolvency laws; or admits in writing its inability to pay its debts as they become due; or has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due; or

C. If a receiver or other officer is appointed to take charge of the whole or any part of Lessee's property or to wind up or liquidate its affairs; or

D. If a petition in bankruptcy is filed in any court against Lessee; or

E. If any final judgment is rendered against Lessee and remains unsatisfied for a period of thirty (30) days from the date on which it becomes final, unless a notice of appeal has been filed, in which case the 30 days applies to the date judgment becomes final after appeal; or

F. If Lessee abandons the golfing facilities on the Premises. If the golf course is not open to the public for a period of thirty (30) consecutive days, it may be deemed abandoned.

25.2 TERMINATION. In the event of any default by Lessee and if such default continues un-remedied for a period of 30 days after written notice of such default or failure to perform has been mailed to the Lessee, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Lessee, including expressly the specific enforcement hereof, forthwith terminate this Agreement.

25.3 TRANSFERS

A. CONSENT TO TRANSFER REQUIRED. Lessee may not, without written consent of the City Manager, transfer, assign, sublicense, hypothecate or mortgage this Agreement. Any attempted transfer, assignment, sublicense, hypothecation or mortgage without the written consent of the City Manager is null and void, and will constitute a material breach of this Agreement.

B. BINDING UPON TRANSFEREE. Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Lessee will be binding upon any transferee thereof.

C. ATTACHMENT PROCEEDINGS. Neither this Agreement nor any interest therein will be transferable in proceedings in attachment or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

D. MAJORITY CONTROL. Members of Lessee may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Lessee to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this Agreement, the City's approval thereof is required. Consent to any such transfer may be refused if the City Manager, in his sole discretion finds that the transferee is lacking in experience and/or financial ability to conduct the operation of the golf course. In the event of such refusal Lessee will have the right to immediately terminate this Agreement. Lessee has a duty to inform the City of any changes in the controlling percentage interest in the company.

E. POWER OF SALE. The prohibition herein contained is not applicable with respect to transfers of this Agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the City.

F. TRANSFER FEE. In the event Lessee submits a request for City's prior written consent to give, assign, transfer, delegate, or grant control of this Agreement, and City gives written consent, Lessee will pay City a transfer fee deposit of $5,000 towards the actual cost of processing the transfer ("transfer fee"). After the completion of the transfer, City will refund any unused portion of the deposit to Lessee. Prior to City's consent to such assignment, the assignor must first deliver to assignee a written schedule

of all sums due and owing to City from the assignor with such schedule in a form subject to the approval of the City Manager in all respects, and second, must deliver to City Manager, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to City and (b) accepts responsibility for payment of such sums directly to City. Exempted from said transfer fee will be the following:

1. A transfer of an undivided interest in the Agreement between affiliated entities which results in a change in method of holding title, but does not result in a change to the proportional interests held by the affiliated entities prior to the transfer;

2. An assignment which serves as security for the repayment of a loan from any lender, but which does not entitle the assignee to an immediate right to use, occupy, possess or receive the rents or profits from the agreement for so long as the assignor makes the required periodic payments and complies with other provisions of the loan; or

3. Such other assignment for which the City Manager, in his sole discretion, determines that the ownership interests in the agreement have remained unchanged, such as a change in the legal or fictitious name of the Lessee without any other change in the equity, in beneficial use of, or legal title to the agreement as an asset, or the income produced thereby. The City Manager's decision in such cases will be appealable to the Brookings City Council within ten (10) days after receipt of written notice of the City Manager's decision. Any such appeal request must be accompanied by a Certificate of Deposit filed with the Finance and Human Resources Director in the full amount of the transfer fee; the Certificate of Deposit must be payable to City of Brookings, and the interest thereon will accumulate, but the principal sum and interest will remain the property of Lessee in the event the City Manager's decision is reversed.

26.0 MISCELLANEOUS

26.1. WAIVER. A waiver by the City or Lessee of any breach of any provision of this Agreement may not be deemed for any purpose to be a waiver of any breach of any other provision hereof, or of any continuing or subsequent breach of the same provision.

26.2. CUMULATIVE RIGHTS. Each right of a party hereto is cumulative and is in addition to the legal right and remedy that a party may have in the event of any default of the other.

26.3. SERVERABILITY. 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.

26.4. GOVERNING LAW. This Agreement will be construed and enforced in accordance with the laws of the State of Oregon.

26.5. ENTIRE AGREEMENT. This Agreement, including the exhibits delivered pursuant to this Agreement, contains all of the terms and conditions agreed upon by the parties relating to the subject matter of this Agreement and supersedes all prior agreements, negotiations, correspondence, undertakings, and communications of the parties, whether oral or written, respecting that subject matter.

26.6. NOTICE. All notices, requests, demands, and other communications made in connection with 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 fourth (4th) day after mailing if mailed by certified or registered mail, postage prepaid, return receipt requested addressed as follows:

<u>If to the City:</u>

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

<u>If to Lessee:</u>

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

Such addresses may be changed, from time to time, by means of notice given in the manner provided in this Section.

26.7. NOT A SUCCESSOR. Nothing in this Agreement may be construed as intending that Lessee is a successor to any predecessor lessee with respect to the Premises.

26.8. BINDING. This Agreement will be binding upon and inure to the benefit of the parties hereto and the successors or assigns of the parties hereto.

26.9. FORCE MAJEURE. Performance by the City or Lessee of their obligations under this Agreement will be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance.

26.10 HEADINGS. The headings used in this Agreement are for reference only and do not contain substantive terms.

26.11. ATTORNEYS' FEES. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be entitled to an award of reasonable attorney's fees and costs.

26.12. NONINTERFERENCE. City agrees that it will not interfere, and no notice is required to be given to City by Lessee, notwithstanding any provision herein to the contrary, with respect to acts or omissions of Lessee undertaken for the purpose of operating the Premises in a manner consistent with its previous operation or that of similar public golf courses in the area, provided such act or omission does not add to the City's risk as landlord of the Premises. For example, it is not necessary for Lessee to receive City's permission to move a tee box, adjust the slope of a putting surface or trim the branches of a tree.

[signature page to follow]

Dated and executed at Brookings, Oregon, as of this _____ day of _____, 2014.

CITY OF BROOKINGS, OREGON

Approved:_____
Mayor Ron Hedenskog

Attested: _____
City Recorder Joyce Heffington

LESSEE: WILD RIVERS GOLF MANAGEMENT, LLC

_____
By: Ed Murdock
Title:

ACKNOWLEDGMENTS

State of Oregon
County of Curry

This instrument was acknowledged before me on _____ (date), by Ron Hedenskog, Mayor of the City of Brookings.

_____
Notary Public for Oregon
My commission expires:

State of Oregon
County of Curry

This instrument was acknowledged before me on_____ (date), by Ed Murdock, _____ of Wild Rivers Golf Management LLC.

_____
Notary Public for Oregon
My commission expires:

EXHIBIT B

Item	Identifying Number
Toro Fairway Aerator	44840-80102
Toro Greens Aerator	09120-90319
JD 1200A	M01200A929043
Toro Workman	07202-90548
Club Car Carry All	EG9706-558686
Club Car Carry All	EG9746-622237
JD Gator	W004X2X026346
Toro Workman	07202-80487
EZ Go Workhorse	A38195
Toro 3150	04357-270000771
Toro 3150	04353-91218
Toro 3100	04353-91214
Toro 3100	04353-91215
Toro 3100	04353-91216
Toro 5400 D	03543-90193
Toro 5400 D	03543-90182
National 8400	8408
Toro 3000 D	30302-90170
National HT 7	84-7307
Jacobsen 526	62264-2149
Jacobsen Walk Mower	62240-5577
Jacobsen Walk Mower	62240-5597
Case Tractor	
Massey Ferguson Tractor	G-L0701
Massey Ferguson Back Hoe	824
Massey Ferguson Front Loader Bucket	5087
Rhino Box Scraper	11891
Rhino Mower	12389
Sickle Bar Mower	53833
Fork Lift Forks	133027
Chipper Shredder	608101
JD Rotary Mower JS60H	GXJS60H131451
Centura Flymow A	350104C
Centura Flymow B	350104C
Toro Topdresser	44225-90172
Dakota Topdresser	41020906
Ryan Sodcutter	99501159
Wacker Packer ES 606	755105745
Wacker Trash Pump	672005080
Toro Sprayer 41440	80109
Industrial Sprayer	981106YD
Pressure Washer	6582615
Scotts Rotary Spreader	50102
Scotts Rotary Spreader	4597531
Scotts Drop Spreader	

Scotts Rotary Handheld Spreader	
Stihl Chain Sharpener	137211263
Wet Dry Vacuum	86775-95
Shop Lights w/ Stand	400-0750R2
Cordless Work Light	
Ideal 240 Arc Welder	U320-H260
United Foley Backlapper	99C36505283
Peerless 2000 Reel Grinder	188
Peerless 2000 Bedknife Grinder	84
Golf Lift GL - 9	6092698
Stihl Weedeater	266267997
Stihl Weedeater	266268004
Stihl Weedeater 2 Stroke	255055558
Stihl Weedeater Edger	
Stihl Weedeater Pole Saw	
Stihl Weedeater Safety Equipment	
Husky Chain Saw (Small)	05-1800283
Husky Chain Saw (Big)	05-1600607
Stihl Back Pack Blower	266432793
Stihl Back Pack Blower	270766470
Selbro ProBlow	99181060
Goosen Blower	740
Master Propane Heater	9381800
Engine Hoist	
Parts Washer	
Schumanher Battery Charger	MS0510
American Standard Furnace	Z252PYK2V
12 Ton Hydralic Press	14590
Table Top Grinder	23114
Table Top Drill Press	1555
Ryan Slicer/Seeder 2 Numbers	82256-1696
	82549-1625
Ingersoll-Rand T30 Air Compressor	103150183
Back Pack Sprayer	
Back Pack Sprayer	
Handheld Sprayer	
12 ft. Step Ladder	
6 ft. Step Ladder	
24 ft. Extension Ladder	
Assorted Hand Tools (Shovels, etc.)	
Tool Box and assorted tools	
Fuel Cabinet	
Dewalt Power Tools (7 pc. Set)	
3 Bottle Jacks	
Floor Jack	
2 Pairs Tire Ramps	
2 Pairs Jack Stands	
2 Portable Air Tanks	
Acetilene and Oxygen Tanks w/ Tools	

Hand Truck	
Dewalt Bedknife Facer	
Mop and Bucket	
Lincoln Power Luber	
Tire Changing Work Station	
Weed Torch	
2 Five Gallon Propane Tanks	
Twenty Gallon Propane Tank	
350 Gallon Diesel Tank	
350 Gallon Unleaded Tank	
Furnas Irrigation Contol Panel	
Cycle Stop Valves	1033
5 hp Pump	
50 hp Pump	147774
50 hp Pump	24774
Amiad Filter Irrigation	03-1087-1111-3500
Carts - 20 TXT, 40 RXV	
2004 85XT Case Skidsteer w/ tracks	
Clubhouse - 4X modular	
Wittek Ball Dispenser	
Ball Washer	
Range mats (10)	
All computers and office equipment on premise	
All Merchandise on premise	
All parts stock on premise	

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 9, 2014

Originating Dept: TPAC

Signature (submitted by)

City Manager Approval

Subject: Allocation of $500 to Pelican Bay Arts Association for Festival of Art at Stout Park.

Recommended Motion:
Authorize the City Manager to execute an agreement with Pelican Bay Arts Association providing $500 in Transient Occupancy Tax funding for promotion of the 2014 Festival of Art at Stout Park.

Financial Impact:
Use of $500 from a budget allocation of $12,000 for event support.

Background/Discussion:
The Tourism Promotion Advisory Committee has recommended al allocation of $500 to the Pelican Bay Arts Association (PBAC) to assist in the promotion of the second-annual Festival of Art at Stout Park. The PBAC had requested an allocation of $1,000.

Attachment(s):

a. Funding proposal from Pelican Bay Arts Association

Pelican Bay Arts Association • 433 OAK ST., PO BOX 2568, BROOKINGS, OR 97415 • 541 469-1807 • manleyart@frontier.com

Tourism Event Proposal
Gary Milliman, City Manager
City of Brookings Tourism
898 Elk Drive
Brookings, OR 97415

May 19, 2014

We are requesting $1000 from the Brookings Tourism and Marketing Advisory Committee to help with publicity for the 2014 Festival of Art in Stout Park. The first year of the festival was very successful and we hope that by doing more publicity, we will bring more tourists to Brookings.

Although this is our second year, we still have start-up costs such as signs and banners. We believe that with some help from the Tourism Committee for this year's event, we will be able to cover the costs of the festival in future years.

The Festival of Art in Stout Park is the only event that we are aware of which takes place within the city limits. We plan to ultimately have 75 artists at the venue and hope that it will draw more people to Brookings than visited the Art Festival that used to be held at the Port.

This year the Festival is scheduled the same week-end as the BiMart Country Music Festival and we plan to expand our advertising to encourage those who will be attending the music festival to stop in Brookings.

We appreciate the fact that the Tourism Committee has extended the TV contract with KOBI and will be advertising all the summer events in the area including the Festival of Art in Stout Park.

We are available to meet with the Tourism Committee in case there are questions about our request. We have included our budget with the application.

Sincerely,

Cilde Grover and Violet Burton,
Committee Co-chairs

Event Title: Festival of Art in Stout Park **Amount Requested** $1000.00

Event Description: Summer Art Festival with Art vendors selling original art, Kid's Art zone, Plein Air Painting, and Food Court

Event Date/s: Aug 2+3, 2014

Location: Stout Park **Location secured?** Yes ☒ No ☐

Event Goals: Draw Tourists To Brookings, Provide opportunity for Artists to sell art and Fundraiser for the Pelican Bay Arts Assoc.

Please explain how this event will be sustained after the first year: Once we have paid the start-up costs of Signs, Banners + equipment, we expect the event will cover all expenses.

Sponsors/Investors: Pelican Bay Arts Assoc.

$200 grant received from Curry County Cultural Coalition

Budget

Income			Expenses Budget attached		
Fees Collected	$ 4050	(54 vendors)	Facility/Venue Costs	$ 114	
Admissions	$ 0		Insurance	$ Covered by Current Policy	
Concessions	$ 0		Advertising	$ 3188	
grant	$ 200	(received)	Supplies	$ See attached	
donations	$ 50		Security	$ 500 *	(May be more)
	$		Porta-Potties	$ 509	
TOTAL	$ 4300		TOTAL	$ 5300	

Methodology for evaluating events success in terms of bringing visitors to the Brookings area: Art Sales - Count of attendees - Talking with visitors - Increased business at hotels + restaurants

Contact Person: Cilde Grover or Violet Burton **Phone:** 541-412-8388 541-469-9522

Organization: Pelican Bay Arts Assoc. **Address:** P.O. Box 2568 Brookings

If more space is required please attach additional pages

Exhibit B

2014 B U D G E T
Festival of Art in Stout Park

INCOME		
54 Vendor fees	($75.00 each)	$ 4050.00
Plein Air artists fee	($5/each)	$ 50.00
Grant for kids art (received from Curry Co. Cultural Coalition)		$ 200.00
		$ 4300.00
EXPENSES		
Advertising - Newspapers - local		$ 460.00
	Coos Bay and Eureka on Saturday	$ 500.00
	Medford Mail Tribune summer rec & ent.	$ 283.00
	Cape Blanco Country Festival paper	no charge
Advertising Radio		$ 730.00
	KURY AM & FM, KPOD, KCRE T-Sat	
	KEKA (Eureka) Fri & Sat	
	Real Country KBDN Coos Bay T-Sat	
	TV - include on KOBI (NBC affiliate) with city	
	TV - include on KTVL (CBS affiliate) with Chamber	
Other Advertising		
	Banners & Signs	$ 400.00
	Billboard	$ 400.00
	Posters	$ 100.00
	Rack cards	$ 315.00
City fees - use of park		$ 114.00
Security		$ 500.00**
Porta-potty (1 ADA, 2 reg, 1 washing station, cleaning)		$ 509.00
Chair rental		$ 50.00
Sound System (Scott Graves)		$ 300.00
Prize for Plein Air		$ 50.00
Kid's Art Zone		$ 200.00
Miscellaneous - various supplies and printing		$ 100.00
Brochures		$ 200.00
Postage		$ 45.00
Post office Box		$ 44.00
TOTAL Expense		**$ 5300.00**

** Fees may be more than budgeted

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 9, 2014

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject: City Fuel Tax Initiative

Recommended Motion:
Motion to direct the City Manager to prepare a draft Resolution directing the City Attorney to prepare a ballot title for the May, 2015, election that would enact a fuel tax and containing the following provisions:

1. A maximum tax rate of 3.0 centers per gallon.
2. A provision requiring the City Council to reduce the tax rate if annual revenues exceed $300,000 adjusted by the CPI.
3. Rate to be (select one)
    a. 3.0 cents year-round, or
    b. 3.0 cents June-October and 1.0 cents November-May.
4. Eliminate the Street System Replacement Fee.

Financial Impact: See below.

Background/Discussion:
During the 2014-15 budget process, the topic of a possible fuel tax with the use the proceeds of that tax for street improvements was discussed by the Budget Committee. This matter was also discussed at a City Council workshop on May 5, 2014. It was also suggested that the tax be sufficient to sustain a $300,000 annual expenditure on street improvements and eliminate the streets System Replacement Fee (SRF) now collected as a part of the water/sewer bill. Also discussed was a possible seasonal fuel tax rate, with a higher rate to be charged during summer months.

Staff has researched this matter and has found:

1. State legislation authorizes a City to enact a fuel tax by voter approval (ORS 319.950). Proceeds must be used for street improvements.
2. 23 cities have enacted a fuel tax ranging from 1.0 to 5.0 cents per gallon; the predominant rate (14 cities) is 3.0 cents per gallon. Only two cities, Pendleton and Eugene, have a rate above 3.0 cents.
3. The voters in Tillamook (1.5 cents), Cornelius (2.0 cents) and Woodburn (1.0 cents) defeated proposals to increase the fuel tax by 2.0 cents/gallon.
4. Newport has a split rate; 1.0 cents November-May; 3.0 cents June-October.
5. There is no data available from state or federal sources on the amount of fuel sold in Brookings.

6. Financial consultants were contacted to see if they had any resources for developing estimates. They also found no resources available from state or federal sources. Their best advice was to contact other cities who are collecting a fuel tax and develop a revenue estimate based upon per capita. However, staff believes that the characteristics of fuel sales in Brookings...i.e. the effect of tourism and proximity to the California border...would make any such estimates significantly inaccurate.
7. The City of Coquille (pop. 3,870) reports revenues of $220,000 annually from a 3.0 cent fuel tax; they have two gas stations in town.
8. ODOT has gathered some information from cities that have enacted a fuel tax. Here is the ODOT data with the amount generated for each 1.0 cent of tax:

Tillamook (4,675):	$81,204
Oakridge (3,700):	40,600
Veneta (4,240);	37,608

Staff recommends that, if this matter is considered further, that any ordinance submitted to the voters include the following provisions:

1. A maximum tax rate of 3.0 cents per gallon that can be adjusted within the 3.0 cents by the City Council.
2. A provision repealing the System Replacement Fee for streets and prohibiting the imposition of a future streets System Replacement fee.
3. A revenue benchmark of $300,000 annually adjusted by the CPI with a requirement that the City reduce the rate as needed to stay within this revenue amount. In other words, if the 3.0 rate achieves an annual revenue of $400,000, the City Council would be required to reduce the rate to stay within the CPI-adjusted $300,000 benchmark.

Note the current $2.94 streets SRF generates $131,000 annually.

As of this writing, we have been unable to secure information from the gas stations in the City on the amount of fuel they sell annually.

The City Recorder has contacted State elections officials and has developed two alternative calendars for placing this matter on the ballot. Staff recommends selection of the alternative that would place this matter on the May, 2015, ballot as time lines are very short to achieve the deadlines for the November, 2014, ballot and for conducting public information. Placement on the ballot in March or September would require a "double majority" for approval (i.e. a majority of registered voters must vote, and a majority of those voting must approve) and would also require the City to pay for the election.

Attachment(s):

a. Gas Tax Q&A City of Eugene 2011.
b. Elections calendars
c. City of Newport Fuel Tax Ordinance

GAS TAX Q&A

Q. How much do I currently pay in gas taxes in Eugene?

A. Eugene's current gas tax is 5 cents per gallon. The state of Oregon currently levies a state gas tax of 30 cents per gallon, and the federal government has a federal gas tax of 18.4 cents per gallon, for a total of 53.4 cents per gallon in local, state and federal gas taxes.

Q. What fuels are subject to Eugene's gas tax?

A. Any flammable or combustible gas or liquid that propels a vehicle on a road or highway is subject to the local motor vehicle fuel tax. This includes gasoline, diesel, biodiesel, ethanol blends, propane and compressed natural gas.

Q. What is the history of Eugene's local motor vehicle fuel tax?

A. The Eugene City Council first adopted a local motor vehicle fuel tax of 3 cents per gallon in January 2003. The council increased the fuel tax to 5 cents per gallon in January 2005, with a three-year "sunset" provision. The council in July 2009 repealed the sunset provision, continuing Eugene's 5-cent gas tax indefinitely.

Q. Why does Eugene have a local gas tax?

A. The City of Eugene operates, maintains and preserves its transportation system, which includes more than 530 centerline miles (1,325 lane miles) of streets, 9,382 street lights and 27,104 street and traffic signs. The backlog of needed street repair projects currently stands at $139 million. To address this lack of resources, the council has implemented several revenue options, including the local gas tax and a street repair bond measure (approved by voters in 2008), and has considered other concepts such as a street utility fee, a countywide vehicle registration fee, and other ideas.

Q. How much money does Eugene receive from its local gas tax?

A. Each penny of the local gas tax currently raises about $625,000 a year. Since its inception in August 2003 through the 2011 construction season, the local motor vehicle fuel tax has helped fund approximately $24 million in street repairs.

Q. How has the local gas tax money been spent?

A. All of the local motor vehicle fuel tax monies collected to date have been spent on pavement repairs on Eugene's streets. Most of these repairs have been "overlays," in which the deteriorated asphalt surface of a street is removed and a new asphalt surface is constructed. Portions of streets also have been reconstructed (the old roadway is dug up and a new roadway is constructed in its place). Dozens of residential streets have received slurry seals, in which a thin coating of asphalt is applied to seal the pavement surface. Since the local gas-tax-funded Pavement Preservation Program (PPP) was started in 2002, the City has completed nearly $18 million in street preservation project work funded through the local gas tax, and another $4.8 million in gas-tax funded projects is scheduled in 2011. Through 2010, nearly 250 lane miles of streets – more than 20 percent of the City's total improved street system – have been repaired with PPP slurry seals, overlays and reconstruction.

Q. Is the City using the gas tax money to fix bike paths or build new streets?

A. No. Bike path repairs are paid for using funds specifically approved for that use, such as federal funds or Eugene's voter-approved bond measure. The Oregon Constitution (Article IX, Section 3a) requires that "…revenue from taxes on motor vehicle use and fuel shall be used exclusively for the construction, reconstruction, improvement, repair, maintenance, operation, and use of public highways, roads, streets, and roadside rest areas in this state." Furthermore, the ordinance establishing Eugene's local motor vehicle fuel tax states that "…revenue shall be used only for the construction, reconstruction, improvement, repair, maintenance, operation, and use of city-owned roads and streets within the city, roads or streets for which the city is legally or contractually obligated to operate or maintain, or roads and streets for which the city has accepted responsibility under intergovernmental agreement. No revenue shall be used for capacity-enhancing street improvements."

Q. Does the City use local gas tax money to fix unimproved streets?

A. Not at this time. Because street repair funds are limited and because repairs are generally ineffectual on substandard streets, it is a longstanding practice in Eugene to have streets brought up to city standards (with features such as curbs and gutters, an engineered road bed, and, if appropriate, sidewalks, bike lanes and streetlights) before the City takes on full maintenance responsibility for the street. The majority of the costs of street improvement projects (such as the improvements on Crest Drive and Maple Street and Elmira Road) are typically borne by the abutting property owners. Once a street has been constructed to city standards, it is eligible to receive pavement preservation funding. Maintenance overlays, pothole patching and other short-term maintenance repairs are made on a limited basis to unimproved streets using state gas tax revenues or funds specifically approved for that purpose.

Q. Who else has local gas taxes?

A. In addition to the state of Oregon, 20 cities and counties in Oregon have local fuel taxes in place: Eugene (5 cents per gallon), Springfield (3 cents), Veneta (3 cents); Cottage Grove (3 cents), Coburg (3 cents), Oakridge (3 cents), Dundee (2 cents), Sandy (1 cent), Stanfield (1 cent), The Dalles (3 cents), Tigard (3 cents), Tillamook (1.5 cents), Woodburn (1 cent), Milwaukie (2 cents), Coquille (3 cents), Astoria (3 cents), Warrenton (3 cents), Canby (3 cents), Multnomah County (3 cents), Washington County (1 cent).

Q. What other transportation funds does Eugene receive, and how are they spent?

A. Eugene receives transportation funding from a variety of sources, including:

State Highway Trust Fund (Eugene's share of state gas tax and weight mile tax receipts) – currently used for road fund operations and maintenance (O&M). The state gas tax increased by 6 cents a gallon in 2011; the additional revenue to the City of Eugene (estimated in the range of $3 million a year) is used to maintain current road fund O&M service levels.

Transportation system development charges (paid by new development for impacts on the local transportation system) – a portion of transportation SDCs helps fund the pavement preservation program, and the rest of the transportation SDCs are used to fund projects that address the impacts caused by new development. The economic slowdown has reduced SDC revenues.

General Fund (primarily from local property taxes) – a relatively small amount of General Fund revenue is used to pay for operating and maintaining those portions of the transportation system (such as off-street bike paths) that are not eligible for road funds; also, in recent years General Fund revenues in the range of $100,000 to $200,000 a year have been budgeted for enhanced street repair services.

*Bond measure funds (*from the bond measure approved by Eugene voters in November 2008) – a total of $35.9 million over five years is dedicated to specific street and bike path repair projects.

Special grants (primarily from federal sources and other government agencies) – typically are dedicated to specific projects; examples include the federal funding that was dedicated to building the new Delta Ponds Bridge and the federal and state funds used to preserve portions of the off-street bike and pedestrian paths.

Q. Where can I get more information?

A. On the internet, at www.eugene-or.gov/pw (click on the "street funding" link)
Send e-mail to pwadmin@ci.eugene.or.us
Call Public Works Public Affairs Manager Eric Jones at 541-682-5523.

Last updated June 8, 2011

City Referral of Ballot Measure

November 4, 2014 General Election

Action		Deadlines (2014)
Adopt Resolution referring measure to the voters and directing City Attorney to prepare the ballot title.		July 21, Council Meeting
City Elections Official forwards 2 copies of the resolution to the City Attorney		July 22
City Attorney files ballot title with the City Elections Official. Challenge period begins.*		August 15
City Elections Official sends legal notice of ballot measure to appear in next available edition of local paper.		August 18 (10 am) for August 20 publication
Last day for voter to petition the Circuit Court for review of ballot title.**		August 26
City Elections Official files Form SEL 802 w/ County Elections Official. (Challenge period must be completed prior to filing)		September 4
Last day to file Form SEL 804 with County Elections Official withdrawing ballot title (no later than 61st day before election)		September 4

May 19, 2015 Primary Election

Actions		Deadlines (2015)
Adopt Resolution referring a measure to the voters and directing City Attorney to prepare the ballot title.		February 9, Council Meeting
City Elections Official forwards 2 copies of the resolution to the City Attorney		February 10
City Attorney files ballot title with the City Elections Official. Challenge period begins.*		February 27
City Elections Official sends legal notice of ballot measure to appear in next available edition of local paper.		March 2 (10 am) for March 4 publication
Last day for voter to petition the Circuit Court for review of ballot title.**		March 10
City Elections Official files Form SEL 802 w/ County Elections Official. (Challenge period must be completed prior to filing)		March 19
Last day to file Form SEL 804 with County Elections Official withdrawing ballot title (no later than 61st day before election)		March 19

*The challenge period is seven (7) *business* days following the date the City Attorney files the ballot title with the City Elections Officer. During the challenge period, any registered City of Brookings voter may petition the Circuit Court to review the ballot title.

**The voter must notify the City Elections Official of the Circuit Court filing on the next business day.

ORDINANCE NO. 1984

AN ORDINANCE ESTABLISHING A BUSINESS LICENSE TAX ON MOTOR VEHICLE FUEL DEALERS, PROVIDING FOR ADMINISTRATION, ENFORCEMENT AND COLLECTION OF THE TAX

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

Section 1.

Section 3.10 is added to the Newport Municipal Code to read as follows:

CHAPTER 3.10 MOTOR VEHICLE FUEL TAX

3.10.010 Definitions

The following definitions apply to this chapter.

A. City. The City of Newport, Oregon.

B. Dealer. Any person who:

1. Imports or causes to be imported motor vehicle fuel for sale, use or distribution in the City, but "dealer" does not include any person who imports into the City motor vehicle fuel in quantities of 500 gallons or less purchased from a supplier who is licensed as a dealer hereunder if that dealer assumes liability for the payment of the applicable license tax to the City; or

2. Produces, refines, manufactures or compounds motor vehicle fuels in the city for use, distribution or sale in the City; or

3. Acquires in the city for sale, use or distribution in the city motor vehicle fuels with respect to which there has been no license tax previously incurred.

C. Distribution. In addition to its ordinary meaning, the delivery of motor vehicle fuel by a dealer to any service station or into any tank, storage facility or series of tanks or storage facilities connected by pipelines, from which motor vehicle fuel is withdrawn directly for sale or for delivery into the fuel tanks of motor vehicles whether or not the service station, tank or storage facility is owned, operated or controlled by the dealer.

D. Highway. Every way, thoroughfare and place of whatever nature, open for use of the public for the purpose of vehicular travel.

E. Motor Vehicle. All vehicles, engines or machines, movable or immovable, operated or propelled by the use of motor vehicle fuel that operates on highways, roadways and streets.

F. Motor Vehicle Fuel. Includes gasoline, diesel, mogas, methanol and any other flammable or combustible gas or liquid, by whatever name such gasoline, diesel, mogas, methanol, gas or liquid is known or sold, usable as fuel for the operation of motor vehicles, except gas, diesel, mogas, methanol or liquid, the chief use of which, as determined by the tax administrator, is for purposes other than the propulsion of motor vehicles upon the highways roadways and streets.

G. Person. Includes every natural person, association, firm, partnership, corporation, joint venture or other business entity.

H. Service Station. Any place operated for the purpose of retailing and delivering motor vehicle fuel into the fuel tanks of motor vehicles.

I. Tax Administrator. The city manager, the city manager's designee, or any person or entity with whom the city manager contracts to perform those duties.

J. Weight Receipt. A receipt issued by the Oregon Department of Transportation, stating the combined weight of each self-propelled or motor-driven vehicle.

3.10.020 Tax Imposed

The following applies to taxes imposed.

A. A business license tax is hereby imposed on every dealer. The tax imposed shall be paid monthly to the tax administrator. The tax administrator is authorized to exercise all supervisory and administrative powers with regard to the enforcement, collection and administration of the business license tax, including all powers specified in ORS 319.010 to 319.430.

3.10.030 Amount and Payment

In addition to any fees or taxes otherwise provided for by law, every dealer engaging in the city in the sale, use or distribution of motor vehicle fuel, shall:

A. Not later than the 25th day of each calendar month, render a statement to the tax administrator on forms prescribed, prepared and furnished by the tax administrator of all motor vehicle fuel sold, used or distributed by him/her in the city as well as all such fuel sold, used or distributed in the city by a purchaser thereof upon which sale, use or distribution the dealer has assumed liability for the applicable license tax during the preceding calendar month.

B. Pay a license tax computed on the basis of:

1. $.01 (one cent) per gallon of such motor vehicle fuel so sold, used or distributed as shown by such statement in the manner and within the time provided in this code, plus

2. beginning June 1st and ending October 31st of each year, an additional $.02 (two cents) per gallon of such motor vehicle fuel so sold, used or distributed as shown by such statement in the manner and within the time provided in this code.

C. On or before May 1st of each year, the license tax computed pursuant to 3.10.030 (B) (1) or 3.10.030 (B) (2) may be increased or decreased after a public hearing and a vote of approval by City the Council, but in no case shall any increase or decrease to 3.10.030 (B) (1) or 3.10.030 (B) (2) exceed $.02 (two cents) per gallon per year.

3.10.040 License Requirements

No dealer shall sell, use or distribute any motor vehicle fuel until he/she has secured a dealer's business license as required herein.

3.10.050 License. Applications and Issuance

A. Every person, before becoming a dealer in motor vehicle fuel in this city, shall make application to the tax administrator for a license authorizing such person to engage in business as a dealer.

B. Applications for the business license shall be made on forms prescribed, prepared and furnished by the tax administrator.

C. Applications shall be accompanied by a duly acknowledged certificate containing:

1. The business name under which the applicant transacts business.

2. The address of applicant's principal place of business and location of distributing stations in and within three miles of the city.

3. The name and address of the managing agent, the names and addresses of the several persons constituting the firm or partnership or, if a corporation, the name under which the corporation is authorized to transact business and the names and addresses of its principal officers and registered agent, as well as primary transport carrier.

D. If an application for a dealer for a business license is complete and accepted for filing, the tax administrator shall issue to the dealer a license in such form as the tax administrator may prescribe to transact business in the city. A license issued hereunder is not assignable, and is valid only for the dealer in whose name it is issued.

E. The tax administrator shall retain all completed applications with an alphabetical index thereof, together with a record of all licensed dealers.

3.10.060 Failure to Secure License

A. If a dealer sells, distributes or uses any motor vehicle fuel without first filing the certificate and obtaining the license required by Section 3.10.050 of this ordinance, the license tax on all motor vehicle fuel sold, distributed or used by that dealer shall be immediately due and payable.

B. The tax administrator shall proceed forthwith to determine, from as many available sources as the tax administrator determines reasonable, the amount of tax due, shall assess the dealer for the tax in the amount found due, together with a penalty of 100 percent of the tax, and shall make its certificate of such assessment and penalty. In any suit or proceeding to collect the tax or penalty or both, the certificate shall be prima facie evidence that the dealer therein named is indebted to the city in the amount of the tax and penalty stated.

C. Any tax or penalty assessed pursuant to this section may be collected in the manner prescribed in this ordinance with reference to delinquency in payment of the fee or by an action at law.

D. In the event any suit or action is instituted to enforce this section, if the City is the prevailing party, the City shall be entitled to recover from the person sued reasonable attorney's fees at trial or upon appeal of such suit or action, in addition to all other sums provided by law.

3.10.070 Revocation of License

The City or its authorized agent shall revoke the license of any dealer refusing or neglecting to comply with any provision of this ordinance. The City or its authorized agent shall mail by certified mail addressed to such dealer or at his last known address appearing on the files, a notice of intention to cancel. The notice shall give the reason for the cancellation. The cancellation shall become effective without further notice if within 10 days from the mailing of the notice the dealer or fuel-handler has not made good its default or delinquency.

3.10.080 Cancellation of License

A. The tax administrator may, upon written request of a dealer, cancel a license issued to that dealer. The tax administrator shall, upon approving the dealer's request for cancellation, set a date not later than 30 days after receipt of the written request, after which the license shall no longer be effective.

B. The tax administrator may, after 30 days' notice has been mailed to the last known address of the dealer, cancel the license of dealer upon finding that the dealer is no longer engaged in the business of a dealer.

3.10.090 Remedies Cumulative

The remedies provided in this Ordinance are cumulative. No action taken pursuant to those sections shall relieve any person from the penalty provisions of this code.

3.10.100 Payment of Tax and Delinquency

A. The business license tax imposed by Sections 3.10.020 to 3.10.050 of this chapter shall be paid to the tax administrator on or before the 25th day of each month.

B. Except as provided in subsections (C) and (E) of this section, if payment of the license tax is not paid as required by subsection (A) of this section, a penalty of 1 percent of such license tax shall be assessed and be immediately due and payable.

C. Except as provided in subsection (E) of this section, if the payment of the tax and penalty, if any, is not made on or before the 1st day of the next month following that month in which payment is due, a further penalty of 10 percent of the tax shall be assessed. Said penalty shall be in addition to the penalty provided for in subsection (B) of this section and shall be immediately due and payable.

D. If the license tax imposed by Sections 3.10.020 to 3.10.050 of this code is not paid as required by subsection (A) of this section, interest shall be charged at the rate of .0329 percent per day until the tax, interest and penalties have been paid in full.

E. Penalties imposed by this section shall not apply if a penalty has been assessed and paid pursuant to Section 3.10.060. The tax administrator may for good cause shown waive any penalties assessed under this section.

F. If any person fails to pay the license tax, interest, or any penalty provided for by this section, the tax, interest, and/or penalty shall be collected from that person for the use of the city. The tax administrator shall commence and prosecute to final determination in any court of competent jurisdiction an action at law to collect the same.

G. In the event any suit or action is instituted to collect the business license tax, interest, or any penalty provided for by this section, if the City is the prevailing party, the City shall be entitled to recover from the person sued reasonable attorney's fees at trial or upon appeal of such suit or action, in addition to all other sums provided by law.

3.10.110 Monthly Statement of Dealer

Every dealer in motor vehicle fuel shall provide to the tax administrator on or before the 25th day of each month, on forms prescribed, prepared and furnished by the tax administrator, a statement of the number of gallons of motor vehicle fuel sold, distributed or used by the dealer during the preceding calendar month. The statement shall be signed by the dealer or the dealer's agent.

3.10.120 Failure to File Monthly Statement

If a dealer fails to file any statement required by Section 3.10.110, the tax administrator shall proceed forthwith to determine from as many available sources as the tax administrator determines reasonable the amount of motor vehicle fuel sold distributed or used by such dealer for the period unreported, and such determination shall in any proceeding be prima facie evidence of the amount of fuel sold, distributed or used. The tax administrator shall immediately assess the dealer for the license tax upon the amount determined, adding thereto a penalty of 10 percent of the tax. The penalty shall be cumulative to other penalties provided in this code.

3.10.130 Billing Purchasers

Dealers in motor vehicle fuel shall render bills to all purchasers of motor vehicle fuel. The bills shall separately state and describe the different products sold or shipped there under and shall be serially numbered except where other sales invoice controls acceptable to the tax administrator are maintained.

3.10.140 Failure to Provide Invoice or Delivery Tag

No person shall receive and accept motor vehicle fuel from any dealer, or pay for the same, or sell or offer the motor vehicle fuel for sale, unless the motor vehicle fuel is accompanied by an invoice or delivery tag showing the date upon which motor vehicle fuel was delivered, purchased or sold and the name of the dealer in motor vehicle fuel.

3.10.150 Transporting Motor Vehicle Fuel in Bulk

Every person operating any conveyance for the purpose of hauling, transporting or delivering motor vehicle fuel in bulk shall, before entering upon the public highways of the city with such conveyance, have and possess during the entire time of the hauling or transporting of such motor vehicle fuel, an invoice, bill of sale or other written statement showing the number of gallons, the true name and address of the seller or consignor, and the true name and address of the buyer or consignee, if any, of the same. The person hauling such motor vehicle fuel shall, at the request of any officer authorized by law to inquire into or investigate such matters, produce and offer for inspection the invoice, bill of sale or other statement.

3.10.160 Exemption of Export Fuel

A. The license tax imposed by Section 3.10.020 shall not be imposed on motor vehicle fuel:

   1. Exported from the city by a dealer; or

   2. Sold by a dealer for export by the purchaser to an area or areas outside the city in containers other than the fuel tank of a motor vehicle, but every dealer shall be

required to report such exports and sales to the city in such detail as may be required.

B. In support of any exemption from business license taxes claimed under this section other than in the case of stock transfers or deliveries in the dealer's own equipment, every dealer must execute and file with the tax administrator an export certificate in such form as shall be prescribed, prepared and furnished by the tax administrator, containing a statement, made by some person having actual knowledge of the fact of such exportation, that the motor vehicle fuel has been exported from the city, and giving such details with reference to such shipment as the tax administrator may require. The tax administrator may demand of any dealer such additional data as is deemed necessary in support of any such certificate, and failure to supply such data will constitute a waiver of all right to exemption claimed by virtue of such certificate. The tax administrator may, in a case where the tax administrator believes no useful purpose would be served by filing of an export certificate, waive the filing of the certificate.

C. Any motor vehicle fuel carried from the city in the fuel tank of a motor vehicle shall not be considered as exported from the City.

D. No person shall, through false statement, trick or device, or otherwise, obtain motor vehicle fuel for export as to which the City tax has not been paid and fail to export the same, or any portion thereof, or cause the motor vehicle fuel or any portion thereof not to be exported, or divert or cause to be diverted the motor vehicle fuel or any portion thereof to be used, distributed or sold in the City and fail to notify the tax administrator and the dealer from whom the motor vehicle fuel was originally purchased of his/her act.

E. No dealer or other person shall conspire with any person to withhold from export, or divert from export or to return motor vehicle fuel to the City for sale or use so as to avoid any of the fees imposed herein.

F. In support of any exemption from taxes on account of sales of motor vehicle fuel for export by the purchaser, the dealer shall retain in his/her files for at least three years, an export certificate executed by the purchaser in such form and containing such information as is prescribed by the tax administrator. This certificate shall be prima facie evidence of the exportation of the motor vehicle fuel to which it applies only if accepted by the dealer in good faith.

3.10.170 Sales to Armed Forces Exempted

The license tax imposed by Section 3.10.020 shall not be imposed on any motor vehicle fuel sold to the Armed Forces of the United States, including the U. S. Coast Guard and the Oregon National Guard, for use in ships, aircraft or for export from the city; but every dealer shall be required to report such sales to the tax administrator in such detail as may be required. A certificate by an authorized officer of such Armed Forces shall be

accepted by the dealer as sufficient proof that the sale is for the purpose specified in the certificate.

3.10.180 Fuel in Vehicles Coming Into City Not Taxed

Any person coming into the City in a motor vehicle may transport in the fuel tank of such vehicle, motor vehicle fuel for his/her own use only and for the purpose of operating such motor vehicle without securing a license or paying the tax provided in Section 3.10.020 or complying with any of the provisions imposed upon dealers herein, but if the motor vehicle fuel so brought into the City is removed from the fuel tank of the vehicle or used for any purpose other than the propulsion of the vehicle, the person so importing the fuel into the City shall be subject to all the provisions herein applying to dealers.

3.10.190 Refunds

A. Refunds of tax on motor vehicle fuel will be made pursuant to any refund provisions of Chapter 319 of the Oregon Revised Statutes, including but not limited to ORS 319.280 and 319.831. Claim forms for refunds may be obtained from the Tax Administrator's office.

B. A holder of a weight receipt that certifies to the City that the motor vehicle fuel upon which the tax was imposed will be used only for fueling vehicles subject to the State of Oregon's weight-mile tax, may apply for a refund of 80 percent of the tax imposed by Section 3.10.020 on motor vehicle fuel purchased in bulk for distribution at the weight receipt holder's facility located within the City. This subsection applies only to motor vehicle fuel purchased by the weight receipt holder on or after February 23, 2005.

C. All claims for refund under subsection (B) of this section shall be filed within 15 months of the date that the fuel was purchased and may not be filed more frequently than quarterly. The minimum claim for refund filed under subsection (B) of this section shall be not less than $25.00.

3.10.200 Examinations and Investigations

The tax administrator, or duly authorized agents, may make any examination of accounts, records, stocks, facilities and equipment of dealers, service stations and other persons engaged in storing, selling or distributing motor vehicle fuel or other petroleum product or products within this City, and such other investigations as it considers necessary in carrying out the provisions of Sections 3.10.020 through 3.10.050. If the examinations or investigations disclose that any reports of dealers or other persons theretofore filed with the tax administrator pursuant to the requirements herein, have shown incorrectly the amount of gallonage of motor vehicle fuel distributed or the tax accruing thereon, the tax administrator may make such changes in subsequent reports and payments of such dealers or other persons, or may make such refunds, as may be necessary to correct the errors disclosed by its examinations or investigation. The dealer shall reimburse the City for the reasonable costs of the examination or

investigation if the action discloses that the dealer paid 95 percent or less of the tax owing for the period of the examination or investigation. In the event that such an examination or investigation results in an assessment by and an additional payment due to the City, such additional payment shall be subject to interest at the rate of .0329 percent per day from the date the original tax payment was due.

3.10.210 Limitation on Credit for or Refund of Overpayment and on Assessment of Additional Tax

A. Except as otherwise provided in this code, any credit for erroneous overpayment of tax made by a dealer taken on a subsequent return or any claim for refund of tax erroneously overpaid filed by a dealer must be so taken or filed within three years after the date on which the overpayment was made to the City.

B. Except in the case of a fraudulent report or neglect to make a report, every notice of additional tax proposed to be assessed under this code shall be served on dealers within three years from the date upon which such additional taxes become due, and shall be subject to penalty as provided in Section 3.10.100.

3.10.220 Examining Books and Accounts of Carrier of Motor Vehicle Fuel

The tax administrator or duly authorized agents of the tax administrator may at any time during normal business hours examine the books and accounts of any carrier of motor vehicle fuel operating within the City for the purpose of enforcing the provisions of this code.

3.10.230 Records to be Kept by Dealers

Every dealer in motor vehicle fuel shall keep a record in such form as may be prescribed by the tax administrator of all purchases, receipts, sales and distribution of motor vehicle fuel. The records shall include copies of all invoices or bills of all such sales and shall at all times during the business hours of the day be subject to inspection by the tax administrator or authorized officers or agents of the tax administrator.

3.10.240 Records to be Kept Three Years

Every dealer shall maintain and keep, for a period of three years, all records of motor vehicle fuel used, sold and distributed within the City by such dealer, together with stock records, invoices, bills of lading and other pertinent papers as may be required by the tax administrator. In the event such records are not kept within the state of Oregon, the dealer shall reimburse the tax administrator for all travel, lodging, and related expenses incurred by the tax administrator in examining such records. The amount of such expenses shall be assessed in addition to the tax imposed by Section 3.10.020.

3.10.250 Use of Tax Revenues

A. For the purpose of this section, net revenue shall mean the revenue from the tax and penalties imposed under this chapter remaining after providing for the cost of administration and any refunds and credits authorized herein.

B. The net revenue shall be used exclusively for services and materials associated with the design, construction, reconstruction, improvement and repair of roads, streets, bike and pedestrian pathways and other multi-model transportation systems for which the City owns, operates and maintains, desires to own, operate or maintain, is contractually or legally obligated to operate and maintain, or for which the City has accepted responsibility under intergovernmental agreement. Net revenues shall be not used for City administration costs, City fuel tax administration costs or City personnel costs. Specific projects that are fully or partially funded with revenues received under this Chapter shall be identified and approved by the City Council as a part of the City's annual budget process.

3.10.260 When Tax Shall Take Effect

The tax imposed pursuant to Section 3.10.020 shall take effect October 1, 2009 and only after the Tax Administrator has developed the necessary forms and documents to administer the tax. The Tax Administrator shall declare when the tax shall take effect, and give not less than 15 days notice of the date before the tax may take effect. The Tax Administrator's decision as to the effective date of the tax and the type of notice to provide shall be final and not subject to preview.

3.10.270 Severability

If any portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 2. Effect Date of Ordinance. This Ordinance shall become effective September 3, 2009.

Section 3. Termination Clause. Beginning July 2015 and every two years thereafter, the City Council shall hold a public hearing to consider the discontinuance of this Chapter.

Adopted By The City Council This Third Day Of August, 2009.

Approved By The Mayor This Third Day Of August, 2009.

William D. Bain, Mayor

Margaret M. Hawker, City Recorder

City of Brookings
CITY COUNCIL MEETING MINUTES

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Tuesday, May 27, 2014

Call to Order

Mayor Hedenskog called the meeting to order at 7:01 PM.

Roll Call

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

Staff Present: City Manager Gary Milliman, Finance & Human Resources Director Janell Howard, Public Works & Development Director Loree Pryce, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Pilot Reporter Jane Stebbins and Lea Sevey, Director, Oasis Shelter Home.

Ceremonies/Appointments/Announcements

Councilor Pieper moved, a second followed and Council voted unanimously to appoint Loren Rings to the Planning Commission.

Scheduled Public Appearances

Oasis Shelter Home Director, Lea Sevey, provided an update on the shelter as a safe place for victims of domestic violence. Sevey said one new program was to allow dogs and Oasis was only one of four shelters in the state to allow them, and only one of two that allows them in the room with the client. Sevey said client stays were limited to 30 days, but they also allowed clients actively working on a program to stay longer. She said the shelter had a good partnership with the local police and just about every other local agency.

Mayor Hedenskog asked about the number of clients being served and the number of out of state clients and Sevey said they served approximately 180 clients in 2013 with about the same number in outreach programs. Approximately 25% of those seeking shelter, she said, were from out of state as many clients want to get as far away from an abusive partner as possible.

Ordinances

Ordinance 14-O-732, formalizing the Tourism Promotion Advisory Committee.

Mayor Hedenskog pointed out that Council had reviewed the ordinance twice in workshops.

City Manager Milliman presented the staff report and reviewed a minor change recommended by the City Attorney.

Councilor Pieper moved, a second followed and Council voted unanimously to do a first reading of Ordinance 14-O-732 by title only, said ordinance to include amending the second sentence of Section 2.57.040(B)(4)to read "Failure of a member to attend *at least* 50 percent of regularly scheduled

meetings *during a 12 month period*, shall result in automatic termination, unless the absences have been excused by the Committee's chair."

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously to do a second reading of Ordinance 14-O-732 by title only.

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Ordinance 14-O-732, [adding Chapter 2.57.040(B)(4), Tourism Promotion Advisory Committee, to the Brookings Municipal Code].

Staff Reports

Approval to award Wastewater Treatment Plant Retaining Wall Project Contract to Delta Construction.

Director Pryce provided the staff report.

Mayor Hedenskog asked for clarification as to the impact of the project on the budget and Director Howard said it was included in the budget and would not affect rates and Mayor Hedenskog said he couldn't express how good that was to hear and commended staff on having the foresight to set aside money to pay for the project.

Councilor Pieper asked if some of the funding was coming from the existing loan and Howard said, yes, some of it was.

Mayor Hedenskog asked if the project was eligible for SRF funds and Howard said it was but Council already had a list of projects allocated to use those funds.

Councilor Hamilton asked why there was only one bidder for this project and Pryce said there had been a list of plan holders but all but Delta had chosen not to bid for various reasons.

Councilor Hodges said he had worked for Delta in the past.

Councilor Hodges moved, a second followed and Council voted unanimously to authorize the City Manager to execute a contract with Delta Construction, the lowest responsible bidder, to construct the wastewater treatment plant retaining wall project [to include] the base bid and bid alternatives A, B and C, in an amount not to exceed $871,894.23 and to authorize the City Manager to [approve] an additional $85,318.77 for potential change orders whereas total expenditures shall not exceed the budget amount of $957,213.

Direction concerning Tourism Promotion Advisory Committee (TPAC) recommendation to develop a City tourism website.

Director Howard gave the staff report.

Mayor Hedenskog said this had been a goal of his several years back and he would like to see staff vet it further and bring it to a workshop.

Councilor McClain said he had three criteria for using the City's Transient Occupancy Tax revenue: 1) the impact on staff time needed to be minimal, 2) the project had to bring new visitors to the area, and 3) it had to have a high potential for filling hotels. He said this project fails to meet those criteria but he would be willing to listen to TPAC's ideas on how they might improve the City website's visitor pages.

Councilor Pieper said he agreed that a tourism website was needed, but he shared some of Councilor McClain's concerns and would like to see TPAC in the business of dispersing funds to organizations interested in doing this type of project with a minimum of staff time.

Councilor Hodges said he agreed with Councilor McClain and while he didn't think it was a bad idea, he could see how it could get increasingly expensive. He said he wouldn't mind hearing TPAC's ideas in a workshop.

Councilor Hamilton said he thought the cost was out of line and he was opposed to spending funds for this purpose. He said other groups use volunteers to manage their websites and he would be willing to talk with TPAC about it. He said he wanted to keep TPAC looking for new venues to bring to town.

Discussion ensued regarding website management and usability in terms of a tourism site and Councilor Pieper said he would happy to meet with TPAC and share Council's comments.

Resolutions

Public hearing and approval of appropriations for the 2014-15, Fiscal Year Budget.

Director Howard gave the staff report and Mayor Hedenskog called the public hearing open at 7:53 PM regarding the City's election to receive state revenues. No comments were made and the hearing was closed at 7:54 PM.

Mayor Hedenskog called the public hearing open at 7:54 PM regarding the adoption of the City's budget, declaration of tax levied, making appropriations for the 2014-15 fiscal year and categorizing the levy. No comments were made and the hearing was closed at 7:54 PM.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 14-R-1031, declaring the City's election to receive state revenues for the 2014-15 fiscal years and to adopt Resolution 14-R-1032, adopting the City of Brookings' budget, declaring tax levied, making appropriations for the 2014-15 fiscal year and to categorize the levy.

Approval of Water/Sewer Rates and System Replacement Fees for FY 2014-15.

Director Howard presented the staff report.

Councilor Hodges commented this year's increases were much smaller than last year's.

Mayor Hedenskog moved, a second followed and Council voted unanimously to adopt Resolution 14-R-1033, adopting water rates for 2014-15.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 14-R-1034, adopting sewer rates for 2014-15.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 14-R-1035, adopting System Replacement Fees for 2014-15.

Consent Calendar

1. Approve Council minutes for May 12, 2014.
2. Accept the public utility easement from National Credit Union Administration Board and authorize the City Manager to execute the easement on behalf of the City.

3. Accept Tourism Promotion Advisory Committee minutes for April 4 and April 14, 2014.
4. Accept Public Art Committee minutes for April 21, 2014.
5. Receive monthly financial report for April, 2014.

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 that the Azalea Festival had been "jammed" and a number of people had thanked him for the flower baskets, the bears and paving Fifth Street.

Councilor Pieper thanked Mike Woudstra and his wife for the "incredible" bear sculpture installed at Oasis Park.

Councilor Hodges remarked that the festival had felt better to him than it had in recent years.

Councilor Hamilton remarked that he'd heard a lot of opposition to the Fifth Street paving project, but now that it was paved, people were applauding the improvement. He also remarked that he'd like to see more vendors back in their original location in downtown Brookings as the downtown was more accessible. His dream, he said, was to split the festival between Azalea Park and downtown.

Mayor Hedenskog welcomed City Manager Milliman back and asked how he liked China and Milliman said it was very educational and rewarding.

Adjournment

Mayor Hedenskog moved, a second followed and Council voted unanimously to adjourn by voice vote at 8:07 PM.

A meeting of the Urban Renewal Agency followed.

	ATTESTED:
Respectfully submitted:	this _____ day of _____ 2014:
_____	_____
Ron Hedenskog, Mayor	Joyce Heffington, City Recorder

CITY OF BROOKINGS
Public Arts Committee – May 19, 2014

Members present: Committee Chair Lea Ray, Scott Clapson, Judy May-Lopez, Destiny Schwartz

Also present: PW/DS Director Loree Pryce

Meeting called to order at 11:03 by Ray. Ray stated she was stepping down from chairing PAC, she moved to appoint May-Lopez as PAC chair. Motion seconded by Clapson. Motion passed.

Clapson corrected April 21 minutes, Farr was not in attendance. Motion made by Clapson and seconded by Ray to approve the corrected 4/21 meeting minutes. Motion carried.

Pryce reported the city council approved Michelle Hanna as the new PAC member and will notify Hanna.

Old Business

Azalea Festival signs: Clapson reported final sign design was not available; not certain if partner Trash Dogs would be in the Azalea Festival parade.

Project board: Clapson and Hanna have not had chance to meet. This will be put into a new section on meeting agenda for reporting updates.

Southern entrance to Brookings: Pryce reported she will contact ODOT and Clapson will coordinate a 'manageable group' on weed abatement.

Motion made by Clapson and seconded by Ray to approve $500 for a contractor to work with the landscaping rock at the north 'Welcome to Brookings' sign. Motion approved.

Discussion on murals.

- Clapson will call Shirley regarding building on the far side of Salon Dolce mural.
- Clapson requested the pool mural be put on hold due to discussions which may affect the mural outcome.
- No application has been received for the food bank mural.
- May-Lopez will contact Kerr's and Wrights for mural painting cost estimates.
- Mural application received from Michelle Hanna, Rob and Dave Lovell; discussion followed on monies requested for the mural.
- Schwartz will research and prepare mural paint supply order information and have ready for June 2nd meeting.
- Schwartz reported for Art Street Alley chalk-style paint would be needed, sealed very well with grit added.

PAC June Meeting Date: 11am, June 2nd and June 16th

Meeting adjourned at 12:03 p.m.

ACTION:

May-Lopez send copy of corrected 4/21 minutes to Lauri Ziemer
Pryce notify Hanna of appointment
May-Lopez draft a press release containing PAC recent info
Pryce contact ODOT and geotechnical analyst re weed abatement at southern entrance
Clapson contact Shirley regarding Salon Dolce mural building
May-Lopez contact contractor, information on repair for Salon Dolce
Schwartz contact Salon Dolce
Clapson discussion on pool
May-Lopez contact Kerr's and Wright's
Schwartz prepare mural paint order

Respectfully submitted,

Judy May Lopez, Committee Chair (approved at June 2, 2014 meeting)

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/14	05/01/2014	72873	5299	Shane Alcorn	25-00-2005	1,228.92
05/14	05/01/2014	72874	5004	Blumenthal Uniforms & Equipment	10-00-2005	176.95
05/14	05/01/2014	72875	2121	Bound Tree Medical LLC	50-00-2005	132.60
05/14	05/01/2014	72876	313	Brookings Vol Firefighters	10-00-2005	2,250.00
05/14	05/01/2014	72877	5144	Tim Brush	15-00-2005	115.50
05/14	05/01/2014	72878	4977	Civic Plus	49-00-2005	150.00
05/14	05/01/2014	72879	3834	Clean Sweep Janitorial Service	10-00-2005	125.00
05/14	05/01/2014	72880	1745	Coastal Paper & Supply, Inc	10-00-2005	323.12
05/14	05/01/2014	72881	183	Colvin Oil Company	15-00-2005	5,580.11
05/14	05/01/2014	72882	182	Coos-Curry Electric	10-00-2005	25,582.31
05/14	05/01/2014	72883	151	Western Communications, Inc	61-00-2005	534.75
05/14	05/01/2014	72884	566	Curry County Assessor	10-00-2005	14,000.00
05/14	05/01/2014	72885	173	Curry Equipment	15-00-2005	263.04
05/14	05/01/2014	72886	166	Dan's Auto & Marine Electric	25-00-2005	127.24
05/14	05/01/2014	72887	1	Yevone Blount	20-00-2005	36.26
05/14	05/01/2014	72888	1	Paula Evangel	20-00-2005	9.28
05/14	05/01/2014	72889	1	Michael O'Connor	20-00-2005	106.07
05/14	05/01/2014	72890	1	Gary Wilson	20-00-2005	1.29
05/14	05/01/2014	72891	1	Julia Yax	20-00-2005	107.58
05/14	05/01/2014	72892	371	Dept. of Environmental Quality	25-00-2005	360.00
05/14	05/01/2014	72893	4011	ECO Lab	25-00-2005	426.32
05/14	05/01/2014	72894	261	Engineered Control Products	20-00-2005	670.72
05/14	05/01/2014	72895	4757	First American Title Insurance Co.	15-00-2005	250.00
05/14	05/01/2014	72896	298	Freeman Rock, Inc	15-00-2005	1,258.76
05/14	05/01/2014	72897	4646	Frontier	30-00-2005	24.16
05/14	05/01/2014	72898	5078	Geotechnical Resources, Inc	15-00-2005	1,987.50
05/14	05/01/2014	72899	5065	Gold Beach Lumber	10-00-2005	329.70
05/14	05/01/2014	72900	2153	Gov Finance Officers Assn	10-00-2005	160.00
05/14	05/01/2014	72901	269	Grainger	25-00-2005	325.77
05/14	05/01/2014	72902	3632	Harbor View Windows	30-00-2005	2,980.00
05/14	05/01/2014	72903	199	Richard Harper	10-00-2005	300.00
05/14	05/01/2014	72904	2814	Ron Hedenskog	10-00-2005	185.18
05/14	05/01/2014	72905	4526	Janell K. Howard	10-00-2005	84.14
05/14	05/01/2014	72906	393	ICMA	10-00-2005	839.00
05/14	05/01/2014	72907	4171	In-Motion Graphics	10-00-2005	1,229.60
05/14	05/01/2014	72908	4980	iSecure	10-00-2005	33.00
05/14	05/01/2014	72909	4976	Lana's Testing	15-00-2005	250.00
05/14	05/01/2014	72910	5297	Judy May Lopez	10-00-2005	27.67
05/14	05/01/2014	72911	423	Lynn Peavey Company	10-00-2005	242.45
05/14	05/01/2014	72912	4269	Milliman, Gary	10-00-2005	67.50
05/14	05/01/2014	72913	4901	Mountain View Paving, Inc	15-00-2005	1,522.00
05/14	05/01/2014	72914	5045	MPH Industries, INC	10-00-2005	2,448.00
05/14	05/01/2014	72915	424	Munnell & Sherrill	25-00-2005	71.83
05/14	05/01/2014	72916	433	NCL of Wisconsin	25-00-2005	164.61
05/14	05/01/2014	72917	4748	Northstar Chemical, Inc	25-00-2005	4,462.00
05/14	05/01/2014	72918	3603	Norwest Safety	25-00-2005	220.50
05/14	05/01/2014	72919	5133	Pace Engineer, Inc	56-00-2005	3,250.00
05/14	05/01/2014	72920	4794	Pacific Rim Copy Center	20-00-2005	73.00
05/14	05/01/2014	72921	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
05/14	05/01/2014	72922	5300	PLET	10-00-2005	350.00
05/14	05/01/2014	72923	322	Postmaster	25-00-2005	850.00
05/14	05/01/2014	72924	207	Quill Corporation	25-00-2005	178.00
05/14	05/01/2014	72925	3	Linda Kumira	20-00-2005	90.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/14	05/01/2014	72926	3309	Roberts & Associates	25-00-2005	1,800.00
05/14	05/01/2014	72927	5298	Sea Clear Window Cleaning	10-00-2005	650.00
05/14	05/01/2014	72928	5168	Sporthaven, Inc	25-00-2005	98.00
05/14	05/01/2014	72929	380	Stadelman Electric Inc	20-00-2005	64.00
05/14	05/01/2014	72930	5266	UV Doctor Lamps LLC	25-00-2005	1,784.44
05/14	05/01/2014	72931	2863	Verizon Wireless	10-00-2005	508.15
05/14	05/01/2014	72932	861	Village Express Mail Center	10-00-2005	10.01
05/14	05/01/2014	72933	5111	Willdan Engineering	51-00-2005	1,357.50
05/14	05/01/2014	72934	917	Wm. H. Reilly & Co	25-00-2005	1,054.84
05/14	05/01/2014	72935	4220	Woof's Dog Bakery	61-00-2005	46.99
05/14	05/08/2014	72936	4797	Tony Baron	15-00-2005	34.00
05/14	05/08/2014	72937	4939	BI- Mart Corporation	25-00-2005	574.49
05/14	05/08/2014	72938	1169	Brookings Electronic Svs Inc	25-00-2005	65.00
05/14	05/08/2014	72939	5070	Canon Solutions America	10-00-2005	102.95
05/14	05/08/2014	72940	3834	Clean Sweep Janitorial Service	10-00-2005	920.00
05/14	05/08/2014	72941	183	Colvin Oil Company	10-00-2005	3,875.09
05/14	05/08/2014	72942	259	Da-Tone Rock Products	15-00-2005	1,017.72
05/14	05/08/2014	72943	185	Del Cur Supply	10-00-2005	138.30
05/14	05/08/2014	72944	1	Susan Kelly	20-00-2005	86.62
05/14	05/08/2014	72945	1	Maclean, Ann	20-00-2005	20.93
05/14	05/08/2014	72946	1	James & Ann Ryan	20-00-2005	28.81
05/14	05/08/2014	72947	1	Shelton Properties LLC	20-00-2005	37.94
05/14	05/08/2014	72948	1	Cynthia Williams	20-00-2005	22.54
05/14	05/08/2014	72949	1	Alejandro Zavala	20-00-2005	280.74
05/14	05/08/2014	72950	153	Ferrellgas	25-00-2005	1,683.67
05/14	05/08/2014	72951	1130	H.D. Fowler	20-00-2005	330.00
05/14	05/08/2014	72952	162	Kerr Hardware	10-00-2005	782.23
05/14	05/08/2014	72953	328	Les Schwab Tire Center	10-00-2005	456.58
05/14	05/08/2014	72954	4443	Napa Auto Parts	10-00-2005	120.54
05/14	05/08/2014	72955	4487	Net Assets Corporation	10-00-2005	230.00
05/14	05/08/2014	72956	279	One Call Concepts, Inc	25-00-2005	36.96
05/14	05/08/2014	72957	5008	Online Information Services	10-00-2005	76.30
05/14	05/08/2014	72958	426	Oregon Apparatus Repair Inc	10-00-2005	20.80
05/14	05/08/2014	72959	3751	Proficient Automotive	10-00-2005	739.86
05/14	05/08/2014	72960	5025	Rivers End Construction, INC	50-00-2005	975.00
05/14	05/08/2014	72961	1840	Rogue Federal Credit Union	25-00-2005	1,140.72
05/14	05/08/2014	72962	5280	Dennis Tippetts	15-00-2005	115.50
05/14	05/08/2014	72963	990	UPS	20-00-2005	33.13
05/14	05/08/2014	72964	2122	Cardmember Service	10-00-2005	7,320.37
05/14	05/08/2014	72965	169	Waste Connections Inc	10-00-2005	6,434.71
05/14	05/08/2014	72966	4475	Dusty Watson	61-00-2005	40.00
05/14	05/15/2014	72967	4734	Aramark Uniform Services	10-00-2005	95.24
05/14	05/15/2014	72968	4363	Black & Rice LLP	10-00-2005	2,023.75
05/14	05/15/2014	72969	715	Budge McHugh Supply	20-00-2005	2,416.35
05/14	05/15/2014	72970	4193	C & K Markets, Inc	10-00-2005	73.05
05/14	05/15/2014	72971	5070	Canon Solutions America	10-00-2005	458.55
05/14	05/15/2014	72972	149	Carpenter Tire Factory	10-00-2005	463.95
05/14	05/15/2014	72973	528	Caselle, Inc	25-00-2005	854.33
05/14	05/15/2014	72974	3015	Charter Communications	10-00-2005	84.90
05/14	05/15/2014	72975	5259	CSA Planning, Ltd	10-00-2005	482.34
05/14	05/15/2014	72976	1357	Curry County Clerk	57-00-2005	134.00
05/14	05/15/2014	72977	4534	Daily Journal of Commerce Inc.	25-00-2005	612.30
05/14	05/15/2014	72978	371	DEQ Business Office	25-00-2005	640.00
05/14	05/15/2014	72979	484	DMV	20-00-2005	83.00
05/14	05/15/2014	72980	4894	Anella Ehlers	10-00-2005	168.56
05/14	05/15/2014	72981	5302	Debbie Evans	10-00-2005	202.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/14	05/15/2014	72982	5252	Finish Line Office Services	10-00-2005	147.90
05/14	05/15/2014	72983	4646	Frontier	30-00-2005	611.33
05/14	05/15/2014	72984	5123	GCB Automation and Marine LLC	25-00-2005	400.00
05/14	05/15/2014	72985	5301	Gunners Sport Shop	10-00-2005	40.00
05/14	05/15/2014	72986	154	Hagen's Dry Cleaners	10-00-2005	18.50
05/14	05/15/2014	72987	139	Harbor Logging Supply	25-00-2005	359.35
05/14	05/15/2014	72988	4171	In-Motion Graphics	61-00-2005	361.20
05/14	05/15/2014	72989	2216	John D Rapraeger Inc	15-00-2005	8,336.64
05/14	05/15/2014	72990	5304	Keizer Renaissance Inn	10-00-2005	150.00
05/14	05/15/2014	72991	5173	KOBI/KOTI-TV	32-00-2005	825.00
05/14	05/15/2014	72992	4165	Tyler McCourt	10-00-2005	117.00
05/14	05/15/2014	72993	3159	NorthCoast Health Screening	25-00-2005	250.00
05/14	05/15/2014	72994	207	Quill Corporation	10-00-2005	991.77
05/14	05/15/2014	72995	5303	SHI International Corp	49-00-2005	2,033.25
05/14	05/15/2014	72996	797	Town & Country Animal Clinic	61-00-2005	98.75
05/14	05/15/2014	72997	4694	Travis Wright	10-00-2005	117.00
05/14	05/22/2014	72998	4788	BOLI	51-00-2005	250.00
05/14	05/22/2014	72999	4752	Border Coast Regional Airport Authority	15-00-2005	375.30
05/14	05/22/2014	73000	416	Brookings Lock & Safe Co	10-00-2005	15.00
05/14	05/22/2014	73001	5305	Carrot-Top Industries, Inc.	10-00-2005	507.22
05/14	05/22/2014	73002	151	Western Communications, Inc	25-00-2005	2,006.10
05/14	05/22/2014	73003	166	Dan's Auto & Marine Electric	20-00-2005	244.38
05/14	05/22/2014	73004	284	Day Management Corp	30-00-2005	1,569.83
05/14	05/22/2014	73005	317	DCBS - Fiscal Services	10-00-2005	146.35
05/14	05/22/2014	73006	1	John Borja	20-00-2005	19.08
05/14	05/22/2014	73007	1	Kayley Ksiazek	20-00-2005	70.99
05/14	05/22/2014	73008	1	Clement McElroy	20-00-2005	28.69
05/14	05/22/2014	73009	371	Dept. of Environmental Quality	20-00-2005	483.00
05/14	05/22/2014	73010	5308	William J & Pamela K Dundom	57-00-2005	2,000.00
05/14	05/22/2014	73011	2640	Dyer Partnership Inc., The	25-00-2005	23,573.34
05/14	05/22/2014	73012	261	Engineered Control Products	20-00-2005	661.54
05/14	05/22/2014	73013	3342	Fastenal	10-00-2005	264.74
05/14	05/22/2014	73014	1346	Gail's Graphics	61-00-2005	1,131.00
05/14	05/22/2014	73015	269	Grainger	10-00-2005	446.71
05/14	05/22/2014	73016	198	Grants Pass Water Lab	20-00-2005	288.00
05/14	05/22/2014	73017	167	Hach Company	20-00-2005	116.62
05/14	05/22/2014	73018	5173	KOBI/KOTI-TV	32-00-2005	2,500.00
05/14	05/22/2014	73019	5309	Larry Anderson Construction	57-00-2005	1,000.00
05/14	05/22/2014	73020	5310	Mermaid's Muse B&B	10-00-2005	75.24
05/14	05/22/2014	73021	4573	Methodworks	25-00-2005	950.00
05/14	05/22/2014	73022	5306	Mouser Electronic, Inc	25-00-2005	70.65
05/14	05/22/2014	73023	433	NCL of Wisconsin	25-00-2005	179.00
05/14	05/22/2014	73024	3603	Norwest Safety	20-00-2005	259.50
05/14	05/22/2014	73025	252	Paramount Pest Control	10-00-2005	45.00
05/14	05/22/2014	73026	1920	Pitney Bowes, Inc	10-00-2005	83.00
05/14	05/22/2014	73027	2699	Public Works Supply	20-00-2005	1,660.13
05/14	05/22/2014	73028	187	Quality Fast Lube & Oil	25-00-2005	100.50
05/14	05/22/2014	73029	207	Quill Corporation	10-00-2005	420.25
05/14	05/22/2014	73030	3	Robert Engeldinger	20-00-2005	80.74
05/14	05/22/2014	73031	5307	Sheraton Seattle Hotel	25-00-2005	1,118.56
05/14	05/22/2014	73032	246	Snook, LauraLee	10-00-2005	831.04
05/14	05/22/2014	73033	582	South Coast Office Supply	10-00-2005	70.60
05/14	05/22/2014	73034	5143	Superior Landscape Maintenance	10-00-2005	560.00
05/14	05/22/2014	73035	432	USA Bluebook	25-00-2005	119.30
05/14	05/22/2014	73036	670	Western Equipment Distributors	10-00-2005	592.99
05/14	05/22/2014	73037	718	Western Mercantile Agency Inc	10-00-2005	38.75

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/14	05/29/2014	73038	682	Al's Radio Shack	10-00-2005	37.46
05/14	05/29/2014	73039	3996	Beery Elsner & Hammond LLP	10-00-2005	1,190.69
05/14	05/29/2014	73040	2121	Bound Tree Medical LLC	50-00-2005	528.20
05/14	05/29/2014	73041	714	Brookings Signs & Graphics	10-00-2005	190.80
05/14	05/29/2014	73042	183	Colvin Oil Company	10-00-2005	2,846.68
05/14	05/29/2014	73043	182	Coos-Curry Electric	57-00-2005	250.00
05/14	05/29/2014	73044	4746	Curry County Treasurer	10-00-2005	991.25
05/14	05/29/2014	73045	5042	Curry Health Network	10-00-2005	180.00
05/14	05/29/2014	73046	1	Jennifer Redmon	20-00-2005	222.55
05/14	05/29/2014	73047	1	Carl Rust Jr	20-00-2005	127.61
05/14	05/29/2014	73048	4894	Anella Ehlers	10-00-2005	51.70
05/14	05/29/2014	73049	529	Flora Pacifica Inc	75-00-2005	4,000.00
05/14	05/29/2014	73050	298	Freeman Rock, Inc	25-00-2005	350.40
05/14	05/29/2014	73051	4646	Frontier	30-00-2005	24.16
05/14	05/29/2014	73052	5065	Gold Beach Lumber	25-00-2005	1,265.38
05/14	05/29/2014	73053	5131	Med-Tech Resource Inc	10-00-2005	208.25
05/14	05/29/2014	73054	1844	My-Comm, Inc	10-00-2005	401.00
05/14	05/29/2014	73055	5155	Oregon Department of Revenue	10-00-2005	3,236.00
05/14	05/29/2014	73056	5093	Palicki, Barbara	61-00-2005	33.00
05/14	05/29/2014	73057	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
05/14	05/29/2014	73058	380	Stadelman Electric Inc	25-00-2005	1,399.94
05/14	05/29/2014	73059	956	Suiter's Paint & Body	61-00-2005	125.00
05/14	05/29/2014	73060	5111	Willdan Engineering	51-00-2005	360.00
	Grand Totals:					199,300.08

Dated: _____

Mayor: _____

City Council: _____

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City Recorder: _____

Report Criteria:
Report type: Summary