

City of Brookings

MEETING AGENDA

CITY COUNCIL

Wednesday, December 30, 2020, 5:00pm

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

SPECIAL MEETING

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Staff Reports/Public Hearings/Ordinances/Resolutions/Final Orders

1. Purchase and Sale Agreement with Early Management Team [PWDS, Pg. 1]
 - a. Purchase and Sale Agreement [Pg. 2]

E. Adjournment

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, at Brookings City Hall. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

Due to the COVID-19 virus, meeting participants in the council chambers will be limited and social distancing of six (6) feet will be required and maintained. If you would like to view the City Council Meeting live, you can via:

-Television – Charter Channel 181

-Internet – Go to the City of Brookings website at <http://www.brookings.or.us>

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: November 9, 2020

Originating Dept: PWDS

Signature (submitted by)

City Manager Approval

Subject: Purchase and Sale Agreement with Early Management Team (EMT) for equipment, golf carts, and other assets.

Recommended Motion:

Authorize the City Manager to enter into a Purchase and Sale Agreement with Early Management Team (EMT) for equipment, carts, and other assets, for a total of \$180,000.

Financial Impact:

\$180,000 to be paid in 36 monthly installments of \$5000. These funds will be paid from the revenues generated by the golf course, and from funds allocated in the Capital Projects Reserve Fund.

Background/Discussion:

During February 27, 2020 workshop, we discussed the need to make key adjustments to the Salmon Run management agreement. An area of these key adjustments regarded equipment ownership. The previous management agreement allowed the management company to retain ownership of all purchased equipment. As the City enters into a new management agreement we will need to purchase the required equipment to continue to run Salmon Run Golf Course. The City has negotiated an agreed upon price for the equipment identified in the attachment. These assets will be owned by the City along with any new equipment purchases going forward. CourseCo starts in January and has built this amount into their monthly operating budget.

Attachment(s):

- a. Proposed Purchase and Sale Agreement with EMT.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is made as of this _____ day of _____, 2021, by and between EARLY MANAGEMENT TEAM, INC., an Oregon corporation ("**Seller**") and the CITY OF BROOKINGS ("**Purchaser**").

RECITALS

A. Seller is the owner of certain personal property, including equipment, forty-five (45) golf carts, and other assests which are more specifically described on the attached Exhibit A, which by this reference is included in this Agreement (the "Property").

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller under the terms, covenants and conditions in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Agreement to Purchase and Sell.** Seller agrees to sell the Property to Purchaser and Purchaser agrees to purchase the Property from the Seller on the terms and conditions set forth in this Agreement.

1.1 **Inspection; AS IS Condition.** The Parties acknowledge that the Property is offered "AS IS" with no guarantees or warranties. Purchaser's duty to purchase is contingent upon Purchaser's inspection and approval of the Property, which shall take place prior to the Transfer Date on a mutually agreed upon date. Such inspection may include any and all measures desired by Purchaser. If, in Purchaser's sole discretion after the inspection, the Property is not satisfactory, Purchaser may terminate or seek to renegotiate the Agreement.

2. **Purchase Price and Transfer.** The purchase price for the Property shall be ONE HUNDRED AND EIGHTY THOUSAND DOLLARS AND NO CENTS (\$180,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid and the Property transferred as follows:

2.1 On or before January 8, 2021, Purchaser will pay FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00) to Seller and hereby agrees to pay the remainder of the Purchase Price in thirty five (35) equal monthly installments, which shall be sent on or before the 15th of each month to Seller at the following address: PO Box 1688, Brookings,

Oregon, 97415. Upon receipt of the initial \$5,000 payment, Seller shall issue the below signed receipt to Purchaser:

"Seller, Early Management Team, Inc, acknowledges receipt of \$5,000 (check # _____), on January __, 2021 for the sale and transfer to City of equipment, Forty Five (45) golf carts, and other assets listed on Exhibit A, pursuant to a mutually agreed-upon Sale and Purchase Agreement signed by both Parties. Such sale is AS IS, final and irrevocable."

On January 1, 2021 ("the Transfer Date"), Seller will deliver the Property to Purchaser at the following location: Salmon Run Golf Course, 99040 S Bank Chetco River Road, Brookings, Oregon 97415, including all keys and appurtenances noted on Exhibit A, as well as the signed titles or any other documents indicating unincumbered ownership of the Property, causing the complete, final and irrevocable transfer of the Property from Seller to Purchaser free of any incumbrances or exceptions. The Parties hereby agree that such delivery shall cause the complete, final, and irrevocable transfer of ownership of the Property from Seller to Purchaser. Seller hereby acknowledges that ownership of the Property shall transfer irrevocably on the Transfer Date, notwithstanding the installment nature of the purchase. Any additional equipment or carts, not specifically listed on Exhibit A, located on the above premises, on the Transfer Date, will remain the property of Early Management Team, Inc. A separate list of these assets will be provided by January 31, 2021, and incorporated into this agreement as Exhibit B, and signed by both parties.

2.2 If such payments are not fully made by the end of the month in which they are due, the Purchaser shall pay a late fee of \$25.

3. Seller's Representations and Warranties. Seller represents, warrants and covenants to Purchaser as follows:

3.1 Seller has all requisite power and authority to execute and deliver this Agreement and perform Seller's obligations hereunder and upon execution this Agreement will constitute the valid and binding agreement of Seller enforceable in accordance with its terms.

3.2 To Seller's actual knowledge, no debts, attachments, executions, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, liens, or other proceedings are pending or threatened against Seller related to this Property.

4. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller as follows: Purchaser has all requisite power and authority to execute and deliver this Agreement and this Agreement is valid and binding on Purchaser in accordance with its terms.

5. Damages or Destruction; In the event all or a portion of the Property is damaged or destroyed prior to the Transfer Date, Seller shall immediately give Purchaser notice of such event and Purchaser may terminate any obligations this Agreement.

6. **Severability.** The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. Notwithstanding the immediately preceding, this entire Agreement is contingent upon the immediate and unencumbered transfer of ownership of the Property to Seller on the Transfer Date.

7. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Property, and this Agreement supercedes all prior and contemporaneous oral or written agreements, discussions and understandings of the parties hereto. There are no agreements, representations, warranties or other terms between the parties except as expressly stated in this Agreement. This Agreement may be amended only by an instrument in writing signed by the party against whom enforcement of any change is sought.

8. **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Oregon.

9. **Attorney's Fees.** In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this agreement, or that is based thereon, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs in connection therewith.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

PURCHASER:

SELLER:

CITY OF BROOKINGS

EARLY MANAGEMENT TEAM, INC., an
Oregon corporation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Carts, Equipment, and Other Assets

December 2020

Carts*	No	Serial/ID #
2016 EZGO Golf Carts (white)	35	*
2016 EZGO Golf Carts (Gold) (3 years payment)	10	*
Subtotal	45	

***See attached for serial numbers**

Greensmowers/Greens equipment	No	Serial/ID #
Toro Greensmaster 1000 Walk behind Mowers	5	*
2012 Toro Greensmaster Flex Walk behind mower	1	04040-313000536
2012 Toro Greensmaster Flex Walk behind mower	1	04040-312001797
2013 Smithco Roller model 7580 #T4819 w/trailer	1	T4819/34000-ID580
2012 John Deere 2500 B Greensmower	1	BGKCT060319
Greensgroomer (2019)	1	NA
2015 Toro 3250D Greensmower (new 9/2020)	1	04384-313000350

Subtotal

Jacobsen Greensmower Walk behind (no trailer)

Toro Greensmaster 1000 Walk Behind #1 Parts

Fairway Mowers	No	Serial/ID #
Toro 5400 (fairway mower)		03543-240000133
Toro 5400 D 03543-90193 (fairway mower)		03543-90193
Subtotal		

Rough Mowers	No	Serial/ID #
Toro 3500D Groundsmaster Sidewinder (2006)	1	260000282
Toro Groundsmaster 4700-D (5 gang) (2005)	1	240001202
Toro Groundsmaster 3500D Sidewinder (2013)	1	230000520
Toro 3500D Groundsmaster (2008) Sidewinder	1	30821-250000104
Subtotal		

Surrounds/Tees/Collars	No	Serial/ID #
Cub Cadet Zero turn Mower	1	1F133Z20012
Husqvarna Riding Mower	1	041315A010778
Subtotal		

Aerator/Sanders/Spreaders/sprayers	No	Serial/ID #
Earthway Spreader	1	F805
Assorted fertilizer spreaders	3	No numbers
2006 Dakota Turf Tender 410 Topdresser	1	41020906
Subtotal		

Utility Vehicles	No	Serial/ID #
Cushman (2018)	1	3318271
Toro Workman MDX (2012)	1	07273-312000180
2002 Toro Workman C6 07202-80487	1	07202-80487
Toro Workman 3200 07202-90548	1	07202-90548
Subtotal		

Other Turf Equipment	No	Serial/ID #
Fuel Tanks - unleaded/diesel (250 gallons each)	2	NA
Wacker Packer/Pump	1	672005080
Subtotal		

Husqvarna 7021CM Push mower		
Wacker Packer BS600		755105745

Irrigation	No	Serial/ID #
Freeman 60 HP Pump	1	
Subtotal		

Misc. Maintenance	No	Serial/ID #
Step Ladder	1	NA
24' Extension Ladder	1	NA
Stihl Pole Saw	1	numbers worn off
General 3200 PSI Pressure Washer	1	4461853
Delta 10" Table Saw	1	016262-K2043
Extension ladders		NA
Buffalo Turbine Blower	1	10050
Work tables (shop) - steel	3	NA
Stihl Back Pack Blower	1	506239163
Stihl Backpack Blower	1	270985?1
Husqvarna backpack blower	1	965-8776-01
Lincoln Grease Gun	1	NA
Lincoln Grease Gun adaptor	1	NA
Portable Oxygen & settling tank w/hoses	1	MO706A2014/04; PW2234PH3365PS
Dremel Tool Set	1	no numbers
Engine Hoist	1	no numbers
Lawn mower lift	1	no numbers
Steel table	1	no numbers
Multiple ladders	5	NA

Subtotal

Gardian Power Drill Press	002635-022194
Stihl Weedeater	500417543
Stihl Weedeater	????2615
Portable air compressor	GR152CM-U1270020
Multiple tools/electric cordless set (green)	

Clubhouse/Kitchen/Occasion Hall	No	Serial/ID #
Dell Computer/Monitor	1	
Toshiba Phone System	1	
Tables	20	
Clubhouse displays		
True Beverage 3 door kegerator	1	1-2133076
Beverage Cooler - Saturn	1	FBGM48-W095161300240002
Microwave	2	
Kitchen equipment (stainless sinks & overhead fan)		
100 white wedding chairs	100	
Tables	3	
Stainless Tables (kitchen)	3	
Freezer (Chest)	1	FCM5HDMWH-5FT
Freezer (Small upright)	1	WB13113112
Freezer (Small chest)	1	946765
Maytag Freezer (Big upright - new 2017)	1	U73704364
Pots/Pans - Kitchen		
Occasion Hall light strands	7	
Office Desks	3	
Architect table	1	
Dining table/chairs		
Booths (3)		
Kenmore Refrigerator (New 2017)	1	EH4430733
Beverage-Aire Sandwich bar/cooler (SP60-16)	1	5705139
Bar - wine barrel	1	
Bar - marble/wood	1	
Shelving	11	
restroom supplies (garbage cans, paper towel, toilet)	6	
Misc. equipment/supplies on site - including dishes, extra chairs, etc.		
Subtotal		

Total Equipment**Some itemization of Misc. Equipment/Supplies for clubhouse/Occasion Hall**

Ice Chests
Rolling ice chest (stainless) OH
Metal folding chairs

Upright metal filing cabinet
Catering items including food warmers & coffee maker
Clubhouse coffee maker
Coffee maker shelf
rolling wood/stainless cabinet
Dish totes
2 tap kegerator

Early Management Team, Inc. Cart Inventory - 45 Electric Carts

Carts	No	Cart	No
2016 EZGO Golf Carts (white) Serial Number		2016 EZGO Golf Carts (Gold) Serial Number	
5411929	1	5396088	50
5411924	2	5396101	51
5411930	3	5396113	52
5411925	4	5396115	53
5411928	5	5396109	54
5411921	6	5396108	55
5411922	7	5396103	56
5411914	8	5396114	57
5411919	9	5396116	58
5411923	10	5396099	59
5411918	11		
5411931	12		
5411920	13		
5411926	14		
5411916	15		
5411915	16		
5411917	17		
5411927	18		
5411941	19		
5411947	20		
5411942	21		
5411936	22		
5411935	23		
5411931	24		
5411934	25		
5411944	26		
5411943	27		
5411940	28		
5411939	29		
5411945	30		
5411948	31		
5411946	32		
5411937	33		
5411932	34		
5411938	35		