AMENDED & RESTATED YEAR 2000 DEVELOPMENT PLAN

(PLAN DURATION OCTOBER 27, 1988 to JUNE 28, 2021)

LINCOLN CITY

September 26, 2022

(Adopted via Resolution UR 2023-01 on February 13, 2023)

2022
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Lincoln City, OR

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PART 1 – TEXT

AMENDED AND RESTATED
YEAR 2000 DEVELOPMENT PLAN

Plan Duration: October 27, 1988 to June 28, 2021

An Urban Renewal Plan and Program
of the City of Lincoln City, Oregon

Approved by Lincoln City Council on

October 27, 1988

By Council Ordinance No. 1988-16

And

Final Minor Amendment Approved by the Urban Renewal Agency on

February 13, 2023

By Agency Resolution No. UR 2023-01

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PART ONE

SECTION 100 – INTRODUCTION

The Year 2000 Development Plan was originally approved by the City Council of Lincoln City on October 27, 1988 (the "Original Plan"). The Original Plan was subsequently amended by numerous minor amendments, by substantial amendment to comply with the requirements of Measure 50, and then by substantial amendments in 2009 and 2014. This Amended and Restated Year 2000 Development Plan (the "Plan") restates the Original Plan to incorporate all amendments to the Plan through September 26, 2022.

The Urban Renewal Area for the Plan encompasses 698.04[1] acres, entirely within incorporated City of Lincoln City and consists of a single geographic sector of the City. The frozen base of the Area has an assessed value of $62,147,385[2], as shown in the certified statement to the assessor.

This Plan consists of two parts -- Part 1, Text, and Part 2, Exhibits, and has been prepared by the Lincoln City Urban Renewal Agency and pursuant to the provisions of Chapter 457 of the Oregon Revised Statutes ("ORS"), the Oregon Constitution and all other applicable state and local laws.

SECTION 110 – CITY/AGENCY RELATIONSHIP

The Governing Body (Council) of the City of Lincoln City on September 26, 1988, by Ordinance Number 1988-14, declared that blighted areas exist within the City and that there is a need for an Urban Renewal Agency. The City Council, by the approval of such Ordinance Number 1988-14, designated that the City Council members shall serve as the Urban Renewal Agency. Pursuant to the provisions of ORS 457.035, the Urban Renewal Agency is, ". . .a public body corporate and politic . . .", and, in accordance with the provisions of ORS 457.045(3), ". . .any act of the urban renewal agency shall be, and shall be considered, the act of the urban renewal agency only and not of the governing body."

The relationship between the City of Lincoln City, an Oregon Municipal Corporation and the Lincoln City Urban Renewal Agency shall be as contemplated by Chapter 457 of the ORS. Nothing contained in this Plan, nor the City's supplying of services or personnel, nor the budgeting requirements of this Plan shall in any way be construed as departing from or disturbing the relationship contemplated by Chapter 457 of the ORS.

[1] The Original Plan listed 619.47 as the acreage for the Area. The boundaries of the Area have not changed. The difference between the original figure and the revised 606.25 figure is attributable to the difference in calculation of acreage by the County Assessor versus the City. The Plan includes the acreage count provided by the City's GIS information. The 2014 Substantial Amendment added acreage to come to the 698.04 number.

[2] The original frozen base was $47,608,455. The 2014 Substantial Amendment added property with an estimated real property value of $14,538,930. The frozen base will be re-certified after this amendment is passed and the Assessor certifies the base.

SECTION 200 – DEFINITIONS

As used in the construction of this Plan, unless the context requires otherwise, the following definitions shall apply:

201. **AGENCY** means the Lincoln City Urban Renewal Agency which, in accordance with the provisions of Chapter 457.035 and 457.045 of the ORS is the Urban Renewal Agency of the City of Lincoln City, Lincoln County, Oregon.

202. **AREA** means the geographic area of the Plan.

203. **BLIGHTED AREAS** means areas which by reason of deterioration, faulty planning, inadequate or improper facilities, deleterious land use or the existence of unsafe structures, or any combination of these factors, are detrimental to the safety, health or welfare of the community. A blighted area is characterized by the existence of one or more of the following conditions:

A. The existence of buildings and structures, used or intended to be used for living, commercial, industrial or other purposes, or any combination of those uses, that are unfit or unsafe to occupy for those purposes because of any one or a combination of the following conditions:

1. Defective design and quality of physical construction;
2. Faulty interior arrangement and exterior spacing;
3. Overcrowding and a high density of population;
4. Inadequate provision for ventilation, light, sanitation, open spaces and recreation facilities; or
5. Obsolescence, deterioration, dilapidation, mixed character or shifting of uses;

B. An economic dislocation, deterioration or disuse of property resulting from faulty planning;

C. The division or subdivision and sale of property or lots of irregular form and shape and inadequate size or dimensions for property usefulness and development;

D. The laying out of property or lots in disregard of contours, drainage and other physical characteristics of the terrain and surrounding conditions;

E. The existence of inadequate streets and other rights-of-way, open spaces and utilities;

F. The existence of property or lots or other areas which are subject to inundation by water;

G. A prevalence of depreciated values, impaired investments and social and economic maladjustments to such an extent that the capacity to pay taxes is reduced and tax receipts are inadequate for the cost of public services rendered;

H. A growing or total lack of proper utilization of areas, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to the public health, safety and welfare; or

I. A loss of population and reduction of proper utilization of the area, resulting in its further deterioration and added costs to the taxpayer for the creation of new public facilities and services elsewhere.

204. **BOARD OF COUNTY COMMISSIONERS** or **BOARD** means the governing body of Lincoln County.

205. **CITY** means the City of Lincoln City, Lincoln County, Oregon.

206. **CITY COUNCIL** or **COUNCIL** means the governing body of the City.

207. **COMPREHENSIVE PLAN** means the Land Use Plan of the City including all of its policies, procedures and implementing provisions.

208. **COUNTY** means Lincoln County, Oregon.

209. **EXHIBIT** means an attachment, either narrative or graphic, to this Plan and set forth in Part 2 of this Plan.

210. **ORIGINAL PLAN** means the Year 2000 Development Plan as it was originally approved on October 27, 1988.

211. **ORS** means the Oregon Revised Statutes as they may be amended.

212 **PLAN** means this Amended and Restated Year 2000 Development Plan, including any subsequent amendments.

213. **STATE** means the State of Oregon.

214. **TAX INCREMENT FINANCING** means a method of financing indebtedness incurred by the Agency in preparing and implementing the Plan authorized by ORS sections 457.420 through 457.450.

215. **TAXING BODY** means all legally authorized taxing entities which levy ad valorem taxes within the boundaries of the Area. They include:

Taxing Body	Tax Code Areas
Lincoln County	412, 416
Lincoln County Schools	412, 416
Lincoln County Extension	412, 416

Oregon Coast Community College	412, 416
ESD Linn-Benton	412, 416
Lincoln County Transportation	412, 416
City of Lincoln City	412, 416
North Lincoln County Fire & Rescue	412, 416
North Lincoln Hospital	412, 416
Devils Lake Water (In)	416
Devils Lake Water (Out)	412

216. **TAX CODE AREAS** means County designated tax sub-areas. The Tax Code Areas included within the boundaries of the Area, as of July, 2009, are: 412, 416.

217. **TEXT** means Part 1 of the Plan.

SECTION 300 – LEGAL BOUNDARY DESCRIPTION

The legal description of the boundaries of the Plan are set forth in Part 2 of this Plan as follows:

301. **Exhibit 1 –** Narrative Legal Description of Area, including a listing of affected tax lots.

302. **Exhibit 2A, 2B, 2C, 2D and 2E** – Graphic (Maps) Description of the Area Divided into Five Separate Sectors.

SECTION 400 – MISSION STATEMENT, GOALS AND OBJECTIVES OF THE AGENCY FOR THE PLAN.

401. MISSION STATEMENT

The mission of the Agency is to eliminate blight and depreciating property values in areas within the Agency's jurisdiction and in the process, attract job producing private investments that will improve property values, improve the Area's visual quality and establish a positive linkage between the Area and the Pacific Ocean -- all in a manner which will be compatible with the City's natural and man-built setting.

402. GOALS AND OBJECTIVES

To accomplish its mission the Agency will develop and implement an urban renewal program known as the Plan, the goals and objectives of which are:

A. To resolve the problems created by existing blighted conditions so that unused and underused properties can be placed in productive condition and utilized at their highest and best use.

B. To enhance opportunities for business and tourist-related property to be developed, redeveloped, improved, rehabilitated and conserved in ways which will:

1. Ensure that traffic flow, off-street parking, and other public facilities within the Area are adequate to accommodate current and future development;
2. Improve the Area's visual quality consistent with that of the Oregon Coast's natural environment;
3. Encourage the expansion and development of businesses that will produce jobs for the people of the City;
4. Increase property values so that the Area will contribute its fair share to the costs of providing public services;
5. Leverage the Agency's financial resources to the maximum extent possible with other public and private investment and other funding sources.

C. To place underground, present overhead utility systems along the Highway 101 Corridor and SW 51st Street -- areas of maximum visual impact.

D. To cooperate with property owners in the rehabilitation of their buildings and property.

E. To install coordinated street furniture, night lighting fixtures, walking surfaces and landscaping in areas of maximum pedestrian concentration.

F. To improve the City's economic vitality and its ability to provide municipal services.

G. To be sensitive to, and to minimize to the greatest extent possible, the effects of tax increment financing upon the affected taxing bodies.

403. RELATIONSHIP OF PLAN TO LOCAL OBJECTIVES

This Plan is intended to further the objectives of the Comprehensive Plan. Further, within the Highway 101 Corridor, this Plan is intended to improve the Area's drainage systems, land uses, traffic flow, off-street parking, access to and from the Highway and to improve the visual quality of the man-built environment.

404. CONSISTENCY WITH CITY'S COMPREHENSIVE PLAN

This Plan has been prepared in conformity with the City's adopted Comprehensive Plan, printed in October 1998 and as thereafter amended, including its goals, policies, procedures and implementing provisions. The following statements are for conformance of the 2014 Substantial Amendment to the Comprehensive Plan. The language in *italics* is from the Comprehensive Plan, the language in **bold** shows how the 2014 Substantial Amendment conforms to the Comprehensive Plan.

Goal: Citizen's Involvement

Develop a Citizen Involvement Program which ensures the continued participation of citizens in the land use planning process.

Policy: Lincoln City shall assure that a reasonable effort is made to encourage the opportunity for citizens to attend public meetings.

There are two formal opportunities for public comment on the proposed 2014 urban renewal plan amendment, the planning commission meeting which was advertised in the newspaper and to all neighborhood associations in the Area, and the City Council Hearing. The notice for the City Council hearing will include a city-wide notice as required by ORS 457.120.

Goal: Public Services and Utilities

To plan and develop a timely, orderly and efficient arrangement of public facility and services which compliment (sic) the area and serve as a framework for urban and rural development.

The addition of the lift station property to the urban renewal area allows the city to upgrade the lift stations, allowing for new development in the Area and in the city as a whole.

Goal: Housing

To provide for the housing needs of all citizens.

The change in this amendment will add property to the boundary and add to the Plan's Section 600 the following language: "Within the limitations of the Agency, partner in development of Workforce Housing in the Area." These additions will not impact this goal. It will also provide for the upgrading of utilities and the transportation network, which could help stimulate the development of housing both within the Area and in adjacent areas.

Goal: Economy

To support the tourist industry and achieve a degree of diversity in the community which will allow a balanced economy that will, in turn, support an adequate level of services for all members of the area.

Policy 4: Lincoln City shall explore incentives for economic development in order to expand and increase the productivity of commerce and industry.

The change in this amendment will add property to the boundary allowing for projects to be completed in the Area including improvements to the lift stations, improvements to the transportation system, and potential Economic Development assistance to properties being added to the Area. This amendment includes in the Plan's Section 600 Economic Development Assistance, the opportunity to partner in development of workforce housing in the Area, as previously mentioned under the housing goal. These improvements will allow for greater development capacity both in the Area and in the city of Lincoln City as a

whole. The increase in the capacity of the lift stations allows for future development beyond the present limitations.

Goal: Aesthetics

To develop a livable and pleasing city which enhances activities while protecting the exceptional aesthetic quality of the area.

The change in this amendment will add property to the boundary, allowing for the use of urban renewal funds to improve property in the Area. Some of this property may apply for the Rehabilitation (Façade Improvement) loan program.

Goal: Transportation

To provide a safe, convenient and rapid transportation network to facilitate the movement of goods and people.

The change in this amendment will add property to the boundary. This addition will allow for the use of urban renewal funds to make improvements to the transportation network, such as streets and sidewalks, within the area to be added. These improvements will better serve the citizens of Lincoln City.

Goal: Energy

To conserve energy.

The change in this amendment will add property to the boundary. Some of this property may apply for the Energy Efficiency loan program.

Goal: Overall Environmental

To achieve a balance between the need to provide housing and services and the need to protect and enhance the natural environments of the city.

The change in this amendment will add property to the boundary. This addition will not impact this goal.

Land Uses: The proposed land uses are not being changed from what is presently adopted in the Plan and those land uses are in conformance with the Comprehensive Plan.

The proposed land uses are in conformance with the Comprehensive Plan.

405. CONSISTENCY WITH ECONOMIC DEVELOPMENT POLICY

This Plan also has been prepared consistent with the Economic Element of the City's Comprehensive Plan as identified above.

SECTION 500 – LAND USE PLAN

The use and development of all land within the Plan shall comply with the provisions of the City's Comprehensive Plan and all of its applicable implementing provisions. The Comprehensive Plan is the City's acknowledged Plan as required by State Law.

501. LAND USE DESIGNATIONS

The land use designations of the City's Comprehensive Plan which affect the Area are delineated in Exhibits 3A-3E of this Plan and are described in full in the Lincoln City Municipal Code Title 17, Zoning, and uncodified zoning ordinances adopted as of June 1, 2014.

Designation and Zoning Ordinance Section Number:

R1.5: Single Family Residential, Chapter 17.16
17.16.010 Purpose.
To promote and encourage a suitable environment for family living and to protect and stabilize the residential characteristics of the zone. The R-1 zone is intended to provide primarily for single-family dwellings. (Ord. 95-15 § 3(1); Ord. 84-2 § 3.010(1)). Required minimum lot area 5,000 square feet.

R1.7.5, Single Family Residential, Chapter 17.16
17.16.010 Purpose.
To promote and encourage a suitable environment for family living and to protect and stabilize the residential characteristics of the zone. The R-1 zone is intended to provide primarily for single-family dwellings. (Ord. 95-15 § 3(1); Ord. 84-2 § 3.010(1)). Required minimum lot area 7,500 square feet.

RM: Multiple-Family Residential, Chapter 17.20
17.20.010 Purpose.
This zoning district is designed to provide an environment suitable for higher density urban residential uses, and community services. (Ord. 90-11 § 1(1); Ord. 84-2 § 3.040(1)). Minimum lot size 5,000 square feet for single-family dwelling, 8,000 square feet for duplex.

RC: Recreation-Commercial, Chapter 17.28
17.28.010 Purpose.
The recreation-commercial zone (RC) is provided for those commercial uses having a definite relationship to the community's resort and recreation industry. Allowed uses provide food, lodging, recreational activities and services that have a resort rather than a carnival character. Residential multifamily housing is also permitted which meets demands for housing in areas of concentrated recreation services, including seasonal and retirement homes. (Ord. 84-2 § 3.060(1))

GC: General Commercial, Chapter 17.32
17.32.010 Purpose.
The general commercial zone (GC) is provided to accommodate a wide range of retail commercial uses including those which attract shoppers from a community or larger market area, as well as convenience service/retail uses and single-family residential dwelling units. Retail commercial uses are those that sell services and/or products to the ultimate consumer. Also permitted as conditional uses are low intensity fabrication uses and other limited service facilities as listed. (Ord. 84-2 § 3.070(1))

PI: Planned Industrial, Chapter 17.36
17.36.010 Purpose
The planned industrial (PI) zone is provided to accommodate light industrial manufacturing, wholesale and warehousing commercial uses. (Ord. 84-2 § 3.080(1))

RR: Recreation Residential, Chapter 17.40
17.40.010 Purpose
The recreation-residential zoning district is intended to establish sites for a wide range of residential activities from weekend and seasonal residents to year-round residents in single-family homes, manufactured homes, and recreational vehicles sited on individual lots.

P: Park, Chapter 17.42
17.42.010 Purpose
The purpose of the park (P) zone is to provide designated areas for parks and recreational facilities in the city. (Ord. 2002-01 § 3; Ord. 84-2 § 3.095(1))

OS: Open Space, Chapter 17.43
17.43.010 Purpose
The primary purposes of the open space zone are to preserve open space for future generations, maintain water quality in lakes and streams, provide educational opportunities, protect significant and sensitive natural resource areas and enhance the city's scenic beauty. The open space zone is intended to ensure that designated lands remain in their natural state, including reclaimed areas, by protecting such areas from development and preserving open space. The secondary purpose includes uses such as passive recreational activities such as nature walks and educational activities. Areas designated within the open space zone include lands having valuable wildlife habitat, exceptional aesthetic or flood control value, wetlands, riparian areas and areas with significant environmental constraints. Protecting sensitive natural areas is important for maintaining water quality and aquatic habitat, preserving wildlife habitat and sensitive plant communities, and providing flood control. (Ord. 2002-03 § 3; Ord. 84-2 § 3.096(1)).

TVC: Taft Village Core, Chapter 17.45
17.45.010 Purpose
The purpose of the Taft Village core (TVC) zone is to provide for a wide variety of uses, including retail, professional office, service-oriented businesses, single-family and multifamily residences and combinations of the above in mixed use developments within a core area of the village of Taft where concentrations of a variety of uses will encourage a pedestrian-oriented pattern of development that is different from the patterns found between Lincoln City's village nodes. (Ord. 2000-09 § 3; Ord. 84-2 § 3.105(1))

502. The City's acknowledged Comprehensive Plan and its implementing ordinances, codes, policies and regulations as exist on the effective date of this Plan or as may be amended from time to time are incorporated hereby by reference as if they were included in full.

503. The use, development or redevelopment of all land within the Area shall comply with the provisions of the City's Comprehensive Plan, implementing ordinances, codes, policies, and regulations described in Sections 501 and 502 above, and with all other applicable Federal, State, County and City regulations.

504. The City's Development Code including the Building and Safety Codes as they exist on the effective date of this Plan or as they may be amended from time to time, are hereby made a part of this Plan as though included herein in full. All development and redevelopment within the Area shall comply with all provisions of the City's Development Codes including those provisions regulating maximum densities and building construction requirements.

OP: Oceanlake Plan District, Chapter 17.50
17.50.010 Purpose
The Oceanlake plan (OP) district is established to provide for the integration of residential, commercial, and recreational uses in a well-planned, pedestrian-oriented, mixed use environment. The purpose of the district is to provide maximum flexibility in land use where a proposed development meets the design requirements the relevant portions of the City's Code; the land use approvals process should be as predictable and efficient as possible while striving for excellence in design. The OP land use and design standards in Articles II and III of the relevant portions of the City's Code, respectively, are intended to ensure that projects support the following objectives:

- Integration and functionality of land uses,
- Connecting Oceanlake to the ocean,
- Respecting neighborhood transitions,
- Designing for the climate,
- Aesthetics and context-sensitive design,
- Balancing durability and affordability.

There are three overlays in this district:

A. Main Street/Highway 101 Area. The main street area extends approximately one-half block deep on both sides of the highway between 21st Street and 12th Street. The district is anchored by the Lincoln City Community Center at the north end of Highway 101, and a church at the south end. The approximate center of Oceanlake is Northwest 17th Street and Highway 101. This part of Oceanlake is characterized by a traditional street grid with sidewalks, street lights, storefront commercial uses, and proximity to walkable neighborhoods. The street grid contains 200-foot by 400-foot blocks spaced evenly along the highway. Pedestrian connections and plazas are provided where 16th and 18th Streets end at Highway 101.

B. Interior Area. Land use west of the highway consists of a mix of commercial and residential uses, some in new structures and others in older cottages and houses. The area is walkable and easily accessible to adjoining neighborhoods and main street businesses, though the sidewalk network is incomplete. Proximity to Highway 101 and the ocean, both less than two blocks away, makes the area attractive for retail, overnight accommodations, and tourist-related mixed-use development. The OP district allows commercial uses (e.g., retail, commercial services and office uses) on the ground floor with dwellings above or behind storefronts. Upper building stories exceeding 35 feet in height are required to be recessed, or stepped back, from numbered (east-west axis) streets west of Highway 101 to maintain view corridors toward the ocean, and to provide solar access. Front yards are minimal and parking is to be provided in public parking facilities, pullout bays along the street, and/or private facilities behind or beside buildings. The code encourages the extension of alleys and driveways through the block interiors to accommodate shared parking.

C. Oceanfront Area. The oceanfront is largely built-out with hotels, condominiums and other residential uses. As infill occurs and some parcels redevelop, the OP district encourages the retention of ocean view corridors and existing beach access, installation of sidewalks, and landscape screening of off-street parking along Harbor Avenue. Development adjacent to existing public beach access ways must maintain beach access and ocean views from the adjacent right-of-way. (Ord. 2007-08 § 1)

NP: Nelscott Plan District
Lincoln City Ordinance No. 2008-18, adopted on October 27, 2008
The Nelscott Plan (NP) District is established to provide for the integration of residential, commercial and recreational uses in a well-planned, pedestrian-oriented, mixed-use environment. The purpose of the district is to provide maximum flexibility in land use while protecting the unique character of Nelscott. When a proposed development meets the design requirements of the relevant portions of the City's Code, the land use approvals process should be as predictable and efficient as possible while striving for excellence in design. The NP land use and design standards in Parts II and III are intended to ensure the projects support the following objectives:

- Integration and functionality of land uses,

- Connecting Nelscott to the ocean,

- Respecting neighborhood transitions,
- Designing for the climate,
- Aesthetics and context-sensitive design,
- Balancing durability and affordability.

There are three overlays in this district:

Nelscott Business District: The intent of this zoning subdistrict is to encourage and enhance the traditional character of the Nelscott commercial core along Highway 101 and to concentrate the business in a pedestrian-friendly manner. The emphasis in this subdistrict is to provide retail, commercial, and personal services for the neighboring residents and visitors.

Nelscott Cottage Residential: The intent of this zoning subdistrict is to encourage and enhance the traditional character of the Nelscott residential areas located west of Highway 101. The emphasis in this subdistrict is on preserving and protecting the traditional cottage heritage in a family-friendly, pedestrian-oriented environment.

Nelscott Beachside Mixed Use: The intent of this zoning subdistrict is to provide for a variety of small-scale beach-oriented commercial and residential uses in a family-friendly environment.

SECTION 600 – URBAN RENEWAL ACTIVITIES

In order to achieve the goals and objectives of this Plan, the following projects and activities, subject to the availability of appropriate funding, may be undertaken by the Agency, or caused to be undertaken by others, in accordance with applicable Federal, State, County and City laws, policies and procedures and in compliance with the provisions of this Plan.

601. URBAN RENEWAL PROJECTS AND IMPROVEMENT ACTIVITIES

The Agency may construct or reconstruct necessary public facilities and publicly or privately-owned utility systems, in conjunction with the improvements and activities listed below.

So that identified activities within the following designated projects may be improved to function in a manner which will further the Goals and Objectives of this Plan, related work in City streets and utility systems located outside the boundaries of the Area may be required and are hereby authorized, provided that such outside activity is necessary to the efficient and safe function of the project undertaken inside the Area.

A. The following projects and activities are hereby deemed necessary to:

1. Eliminate blighting conditions and influences;
2. Increase property values;

3. Make the Area attractive for stabilization, expansion, rehabilitation or redevelopment of existing businesses, industries and housing;
4. Create a physical, visual and economic environment that will attract new, job producing development on the Area's vacant land; and to
5. Further the objectives of the Plan as set forth in Section 400.

B. All public improvements herein proposed shall be complete with all required appurtenances and shall be constructed and implemented in conformance with the approved standards and policies of the City.

C. With funds available to it, the Agency may fund in full, in part, a proportionate share, or cause to be funded, the following numbered projects and activities:

1. STORM DRAIN PLAN AND IMPROVEMENTS.

a. Prepare a properly engineered comprehensive storm drainage systems master plan;
b. Within the funding limitations of the Agency, construct needed improvements to adequately drain the Area to eliminate flooding during periods of storm activity;
c. Clean out, improve and protect the natural drainage courses so that they may function properly in coordination with the man-built drainage systems; and
d. Control earth moving, grading and development of lands which affect the natural and man-built systems so as to protect the integrity of the drainage system.

2. MODIFY EXISTING TRAFFIC SIGNALS AND INSTALL NEW TRAFFIC SIGNALS.

a. Modify and upgrade traffic signals along U.S. Highway 101 at Lake Road, Logan Road, N. 25th Street, N. 22nd Street, N. 21st Street, N. 14th Street, N. 6th Drive, S. 1st Street, between S. Fleet Avenue and S. Galley Avenue, E. Devils Lake Road, S. 49th Street and S. 51st Street.
b. Install new traffic signals at Holmes Road, S. 32nd Street, High School Drive, and at such other intersections and locations as are consistent and coordinated with the Oregon Department of Transportation's improvements of U.S. Highway 101 which is currently in the planning phase.

3. UNDERGROUNDING EXISTING POLE MOUNTED UTILITY SYSTEMS. Design and construct underground concrete encased duct banks, vaults and other necessary appurtenances in the Highway 101 Corridor and on S.W. 51st Street to replace existing overhead electrical, telephone and cable T.V. systems. Such concrete encased duct banks, vaults and other appurtenances shall be designed and constructed in

conformity with standards of the serving utility company and with the provisions of State and local laws. Where possible, such underground systems shall be located under publicly dedicated public rights-of-way. The precise locations shall result from a coordination effort of the serving utility companies, the State Department of Transportation and the City's Department of Public Works. The general areas in which the undergrounding activities are to be undertaken are as follows:

a. On Highway 101 from N. 35th Street, south (plus or minus) 950 feet.
b. On Highway 101 from a distance (plus or minus) 150 feet north of N. 28th Street, south to S. Fleet Avenue -- approximately 9,100 feet;
c. On Highway 101 from S. 32nd Street, south (plus or minus) 100 feet south of High School Drive -- approximately 1,900 feet;
d. On Highway 101 from S. Fleet Avenue, south to Schooner Creek Bridge -- approximately 2,000 feet; and
e. In such other locations along U.S. 101 as Agency fund will allow.
f. On SW 51st Street from its intersection with U.S. 101, west (plus or minus) 1,800 feet.

Design and construct underground utility facilities necessary to connect private improvements previously served by overhead utility lines to the new underground utility improvements constructed in the public rights-of-way specified in this Section 601. C.3.

4. CONSTRUCT AND/OR RECONSTRUCT ALL CURBS, GUTTERS AND SIDEWALKS AND INSTALL PEDESTRIAN AMENITIES ALONG U.S. HIGHWAY 101 AND ON S. 51ST STREET. In conjunction with such reconstruction, the Agency may provide appropriate trees, planning beds, irrigation systems, night lighting, benches, drinking fountains and such other items of street furniture as the Agency may deem appropriate to establish a comfortable, safe and pleasant pedestrian environment with a visual consistency throughout. See Exhibits 4 and 5. The general areas in which these improvements are to be undertaken include both sides of the highway or street as follows.

a. On Highway 101 from N. 35th Street, south (plus or minus) 900 feet;
b. On Highway 101 from N. 28th Street, south to S. Fleet Avenue--(plus or minus) 8,100 feet;
c. On Highway 101 S. 32nd Street, south to S. 37th Street--(plus or minus) 1,400 feet;
d. On Highway 101 S. Fleet Avenue to Schooner Creek Bridge--(plus or minus) 1,800 feet;
e. On S. 51st Street from its intersection with U.S. 101, west approximately 1,800 feet; and
f. In such other locations within the Area as Agency funds will allow.

5. **LANDSCAPED INTERSECTION CLOSURES AT NON-SIGNALIZED INTERSECTIONS WITH LOCAL STREETS AND U.S. HIGHWAY 101.** To aid in improving the flow of traffic on U.S. 101 and to reduce the points of potential traffic accidents, certain non-signalized local street intersections may be closed and landscaped as illustrated on Exhibit 4. This activity shall be coordinated with the State Department of Transportation in conjunction with their U.S. Highway 101 improvement programs and with the City's Department of Public Works. See Exhibit 4.

   Specific locations are not herein specified due to the need for specific engineering and planning analysis. However, in preparing preliminary budgets for such work, allowance was made for 14 such intersection closures.

6. **PAVING STONE CROSS-WALKS.** To define the pedestrian paths at intersections along U.S. 101 and at other important streets, prepare appropriate base materials and containment curbs for the installation of approved type colored-concrete paving stones. See Exhibits 4, 5, 6, 7, 8, 9 and 10 which are intended to illustrate concepts rather than precise design solutions. In preparing preliminary budgets for such work, 22 intersections with U.S. 101 were anticipated and 30 intersections in other locations within the Area -- a total of 52 cross-walks.

7. **PEOPLE PARK.** Exhibit 10 is intended to illustrate a concept for a city park that would serve visitors to the City as well as local citizens. The illustration is conceptual only and should not be considered site specific.

8. **NATURE TRAIL -- HIKING AND PICNIC PARK.** From a point approximately 800 feet north of S. 29th Street on the east side of U.S. 101 to approximately 1,200 feet south of S. 29th Street on west side of U.S. 101 -- an easement secured from private property owners and/or on public, Highway 101 right-of-way, as needed. A nature trail, rest rooms, night lighting, picnic facilities and other appropriate recreation appurtenances may be provided.

9. **"D" RIVER PARK.** The Agency may acquire land on the north and south banks of the "D" River -- east of U.S. 101 -- and develop or assist in the cost of developing an interpretive park for local and tourist-oriented use. Its location and relationship to the "D" River, U.S. 101, the Pacific Ocean, and other state recreation facilities suggests that the park would have local, regional and state-wide significance. As such a broad range of funding sources should be sought -- including private, foundations and state support.

10. **OFF-STREET PARKING.** The City's principal economic base is tourism. As such, most visitors come to the City by private automobile. Further, to aid in improving traffic capacity, traffic flow and the need to

beautify U.S. Highway 101, present on-street parking on the highway should be eliminated and a continuous landscaped median strip/left-turn lane constructed. An analysis of current off-street space deficiencies plus the elimination of Highway 101 on-street spaces -- assuming their removal -- would cause a need for an additional 2,813 parking spaces. 1,666 spaces would replace these existing and potential on-street spaces on U.S. 101 and 1,147 additional spaces are needed to serve the retail, office, service commercial, and beach access needs of the Area. See Exhibits 4, 5, 6, 7, 8, 9, and 10 for conceptual illustrations of how some of the parking may be accomplished.

The State Department of Transportation -- in conjunction with its U.S. Highway 101 improvement program -- should participate in the replacement of the 1,666 on-street parking spaces which would be eliminated.

11. **TOURIST INFORMATION PLAZAS.** The Agency may acquire land and construct tourist information plazas at a variety of locations within the Area. The plazas should be accessible to nearby off-street parking and contain an information kiosk, public rest rooms, trees and colorful planting beds, night lighting, benches and drinking fountains. Exhibits 6, 7, and 8 illustrate concepts. The plazas are needed that have both a Highway 101 and beach orientation. Eight such plazas, subject to available funding, are contemplated.

12. **SILETZ BAY VIEW POINT AND PARKING.** A view point of Siletz Bay, south of the Schooner Creek Bridge, is proposed. The view point should have safe ingress and egress access to and from Highway 101 and be coordinated with the State Department of Transportation.

13. **IMPROVE EXISTING CITY PARK AT SILETZ BAY NEAR SCHOONERS CREEK.** The Agency may construct new facilities and landscaping or modify and rehabilitate existing facilities at Siletz Bay Park. Such facilities may include rest rooms, picnic tables, cooking installations, night lighting, benches, drinking fountains, trees, ground cover plantings and recreation and play equipment.

14. **BEACH ACCESS - - PARKING - - REST ROOMS.** There is a critical shortage of places where visitors and local residents may park and gain easy and safe access to the beach. Access for the handicapped is of great concern to the Agency. Accordingly, the Agency may acquire property and construct parking, rest rooms and safe access down to the ocean and beach area. Such access may be developed at the following locations:

a. At N.W. 21st Street;
b. At S.W. 35th Street;

c. At S.W. 33rd Street - - between S.W. Anchor Avenue and the ocean; and
d. At such other locations as the Agency deems necessary and appropriate. Also see Project No. 15 below.

15. BEACH ACCESS AND PARKS IN THE CUTLER CITY DISTRICT. The Agency may acquire property and develop parking, rest rooms and park facilities at one or more of the following locations:

a. In the vicinity of the 12-foot accessway on S. 62nd Street near the intersection with S. Galley Avenue.
b. At the end of S. 65th Street - - a location where rest rooms are of significant need;
c. At the end of S. 66th Street;
d. At the end of S. 69th Street;
e. At the end of S. Fleet Avenue;
f. At the end of S. Galley Avenue;
g. At the end of S. Harbor Avenue;
h. West of S. Jetty Avenue between Highway 101 and S. 62nd Street; and
i. Further, the Agency may provide assistance and encouragement for the development of a wetland demonstration facility on the marshlands south-east of S. 63rd Street.

16. MISCELLANEOUS STREET, CURB-GUTTER, SIDEWALK, CROSS-WALK, STORM DRAIN, SANITARY SEWER AND WATER SYSTEMS. Following more thorough engineering analysis of the public infrastructure than was possible in the preparation of this Plan, the Agency, after making a finding of need and with funds available to it, may fund such improvements.

17. MISCELLANEOUS PARK AND RECREATION FACILITIES. Following more detailed analysis by the City Council and the Parks and Recreation Board, the Agency may fund all or part of park, recreation and cultural improvements, within the Area, including acquisition of property, design and planning, construction and equipment purchase for such park, recreation and cultural facilities. The Agency shall first make a finding of need for such facilities and then determine to what extent it has the necessary funds to pay or assist in the payment of costs associated therewith.

a. **PROJECT AREA BENEFITS FROM EXPANSION OF COMMUNITY CENTER.** Section 402 of this Plan states the Goals and Objectives of the Plan. The expansion of the Lincoln City Community Center (the "Center") will benefit the Area by contributing to the accomplishment of the following Goals and Objectives:

§402B.1 - The expansion assists in ensuring that the public recreational facilities within the Area are adequate to accommodate current and future development. This assistance will come through increasing the range of activities that can be provided at the Center, improving the quality of facilities at the Center, and increasing the number of persons who can be served at the Center. There is a need to increase the number of persons who can be served at the Center because the City has grown from 5469 persons to 7480 persons, or a total growth of 37%, since the original construction of the Center. Furthermore, there is substantial vacant land within the Area, in the area surrounding the Center, that could accommodate additional residences and businesses. In addition, the joint use of the Center by the City schools requires expanded facilities to accommodate growth in the school population.

§402B.3 - The expansion would encourage expansion and development of businesses that produce jobs for the people of the City by enhancing publicly available recreation facilities and attracting those businesses to the Area that wish to encourage their employees to use fitness facilities. In addition, the expansion would contribute to increased public use of the Area in general because the Center is a destination drawing visitors from other parts of the City and region. These visitors would patronize businesses in the Area as a result of their proximity to the Center.

§402B.2 and 4 - The existence of an expanded Center could increase property values by enhancing the public amenities available to nearby businesses and residences, making those nearby properties more valuable. In addition, attractive new construction will enhance the visual appeal of the area to new investment.

§402B.5 - The Agency will not pay for all the costs of the expansion, therefore the Agency is leveraging its dollars with other public sources.

§402F - Expanded recreational facilities will improve the City's economic vitality by increasing the amenities available to employees and residents that could influence a company's location or relocation decision. Anticipated "spin-off" economic effect could include the location of new businesses to the Area that would benefit from a Center nearby.

18. PROPERTY REHABILITATION LOANS. With funds available to it, the Agency may establish below market rate interest loan programs for the rehabilitation of buildings and improvements that are determined to be

economically re-habitable, and the construction of new buildings and improvements. The property upon which the rehabilitation or new construction may occur must be located within the Area. New construction may include any construction of a building or site improvements, such as parking areas, plazas and landscaping, or an addition to a building. Loan funds may be made available for new construction only if the Agency finds that the new construction contributes significantly to the implementation of an adopted master plan for the improvement of specific area(s) in the Area (the "Pearl Projects").

The Agency shall administer the loan program using a comprehensive rehabilitation loan plan which sets forth:

a. Criteria for eligibility;
b. Interest rates and terms of various type loans;
c. Procedures for recycling the funds as loan obligations are paid;
d. Procedures where loan payments are not paid or paid in an untimely manner;
e. Procedures and conditions for which deferred payment loans may be offered;
f. Procedures for administering and servicing the loan program; and
g. Such other procedures and conditions which the Agency deems necessary.

19. ECONOMIC DEVELOPMENT ASSISTANCE. Create a "Business Development Toolbox" including:

a. Business development and technical assistance program. A business development program including a technical assistance component may be developed by the Agency after adoption of the Plan. It may allow for acquisition, new construction, rehabilitation, loans, grants, technical assistance, and other tools as identified by the Agency in the design of the program. This program's goals may facilitate development of business in the Area that will result in the construction of new buildings or the rehabilitation of existing buildings.
b. Recruitment and marketing program. A business recruitment and marketing program may be developed by the Agency after adoption of the Plan.

c. Within the limitations of the Agency, partner in development of Workforce Housing in the Area.[3]

[3] Minor Amendment, 2014 Res. No. UR 2014-02

602. ACQUISITION OF REAL PROPERTY

A. **INTENT:** It is the intent of this Plan to authorize the Agency to acquire real property within the Area by any legal means to achieve the objective of this Plan, and specifically, for any of the purposes listed in Subsection 601 above and Subsection 602-B below.

B. **PURPOSE OF PROPERTY ACQUISITION.** Real property acquisition, including limited interest acquisition, is hereby found to be necessary and made a part of this Plan and may be used to achieve the objectives of this Plan based on any one or more of the following criteria:

1. Where exiting conditions do not permit practical or feasible rehabilitation of a structure and it is determined that acquisition of such properties and demolition of the improvements thereon are necessary to remove substandard and blighting conditions;
2. Where detrimental land uses or conditions such as incompatible uses, or adverse influences from noise, smoke or fumes exist, or where there exists over-crowding, excessive dwelling unit density or conversions to incompatible types of uses, and it is determined by the Agency that acquisition of such properties and demolition or rehabilitation of the improvements are necessary to remove blighting influences;
3. Where assembling land for sale and ultimate development or redevelopment by the private sector is necessary to further the objectives of this Plan; or
4. Where it is determined that the property is needed to provide public improvements and facilities described in subsection 601 and as follows:

    a. Right-of-way acquisition for streets, alleys, bicycle paths or pedestrian ways;
    b. Park sites, information plazas, parks and such other facilities for the benefit of the public which are to be developed by the Agency, the City, or any other public entity;
    c. Property acquisition for public, off-street parking facilities; or
    d. Where the owner of real property within the boundaries of the Area wishes to convey title of such property by any legal means, including by gift.

C. **REAL PROPERTY ACQUISITION REQUIRING PLAN AMENDMENTS.** Real property acquisition for any purpose other than specifically listed in subsections 601 or 602-B above, shall be accomplished through a minor amendment to the Plan. The resolution approving that minor amendment shall specify that such acquisition is necessary.

If such plan amendment is approved by the City Council map exhibits shall be prepared showing the properties to be acquired and the purpose of such

acquisition. Such map exhibit shall be appropriately numbered and shall be included in Part 2 as an official part of this Plan.

The property acquisitions that were approved by minor amendment under the terms of the Original Plan are described in Exhibits 13 through 23 of Part 2 of this Plan.

603. [Reserved].

604. RELOCATION ACTIVITIES

If persons or businesses should be displaced by action of the Agency in acquiring real property under this Plan, the Agency shall provide assistance to such persons or businesses to be displaced. Such displacees will be contacted to determine their individual relocation needs. They will be provided information on available space and will be given assistance in moving. All relocation activities will be undertaken and relocation payments made in accordance with the requirements of state law in the relocation of elderly individuals or individuals with disabilities, without displacing on priority lists persons already waiting for existing federally subsidized housing. Payments made to persons displaced from dwellings will assure that they will have available to them habitable, safe, and sanitary dwellings at costs or rents within their financial reach. Payment for moving expense will be made to occupants displaced.

Prior to the Agency acquiring any property which will cause households, businesses, offices or other occupants to be displaced, the Agency will prepare, adopt, and maintain a Relocation Policy, an outline of which is set forth in Part 2 as Exhibit 12. Such policy will be available to interested parties at the Agency's office and will set forth the relocation program and procedures, including eligibility for and amounts of relocation payments, services available and other relevant matters.

605. PROPERTY DISPOSITION AND REDEVELOPER OBLIGATIONS

A. **PROPERTY DISPOSITION.** The Agency is authorized to dispose of, sell, lease, exchange, subdivide, transfer, assign, pledge, or encumber by mortgage, deed of trust, or otherwise any interest in real property which has been acquired by them in accordance with the provisions of this Plan and with the terms and conditions set forth in a Disposition and Development Agreement prepared by the Agency and mutually agreed to by the affected parties.

Any real property acquired by the Agency in the Area shall be disposed of for development consistent with the uses permitted in this Plan. The Agency shall obtain fair re-use value for the specific uses to be permitted on the real property. Real property acquired by the Agency may be disposed of without consideration (cost) to any other public entity by the Agency in accordance with this Plan. All persons and entities obtaining property from the Agency shall use the property for the purposes designated in this Plan, and shall commence and complete development of the property within a period of time which the Agency fixes as reasonable, and shall comply with other conditions of the Disposition and

Development Agreement which the Agency deems necessary to carry out the objectives of this Plan.

The Agency shall provide adequate safeguards to ensure that the provisions of this Plan will be carried out to prevent the recurrence of blight. Leases, deeds, contracts, agreements, documents, and declarations of restrictions by the Agency may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions precedent or subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan.

B. **REDEVELOPER'S OBLIGATION.** Any redeveloper and his/her successors or assigns within the Area, in addition to the other controls and obligations stipulated and required of the Redeveloper by the provisions of this Plan, shall also be obligated by the following requirements;

1. The Redeveloper shall obtain necessary approvals of proposed developments from all Federal, State and/or local agencies that may have jurisdiction on properties and facilities to be developed or redeveloped within the Area;
2. The Redeveloper shall develop or redevelop such property in accordance with the land-use provisions and other requirements specified in this Plan;
3. The Redeveloper shall submit all plans and specifications for construction of improvements on the land to the Agency or such of its agents as the Agency may designate for review prior to distribution to appropriate reviewing bodies as required by the City and shall comply with all applicable requirements of existing City codes and ordinances;
4. The Redeveloper shall commence and complete the development of such property for the use provided in this Plan within a reasonable period of time as determined by the Agency;
5. The Redeveloper shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the real property or part thereof is restricted upon the basis of age, race, color, religion, sex, marital status, or national origin in the sale, lease or occupancy thereof;
6. The Redeveloper shall accept all conditions and agreements as may be required by the Agency. In return for receiving assistance from the Agency, if any, the Agency may require the redeveloper to execute a development agreement acceptable to the Agency as a condition of the Agency providing assistance; and
7. The Redeveloper shall maintain developed and/or undeveloped property under his/her ownership within the area in a clean, neat, and safe condition.

606. OWNER PARTICIPATION

Property owners within the Area proposing to improve their properties and receiving financial and/or technical assistance from the Agency shall do so in accordance with all applicable provisions of this Plan and with all applicable codes, ordinances, policies, plans and procedures of the City.

607. ADMINISTRATIVE ACTIVITIES AND SERVICES TO THE AGENCY

A. The Agency may obtain its administrative support staff from the City and the City may provide the personnel necessary to staff the Agency on such terms and conditions as the Agency and the City may from time to time agree. In developing the staffing requirements of the Agency, the Agency will evaluate and make recommendations to the City regarding their personnel support needs. Agency staffing recommendations shall be included in the annual budget proposal of the Agency.

B. Further, the Agency may retain the services of independent professional people, firms, or organizations to provide technical services such as, but not limited to:

1. Legal Counsel;
2. Preparation of market, feasibility or other economic studies;
3. Preparation of design, architectural, engineering, landscape architectural, planning, redevelopment, or other development studies;
4. Preparation of construction contract documents for Agency's improvement activities by appropriately licensed professionals;
5. Providing accounting or audit services;
6. Providing special rehabilitation, restoration or renovation feasibility and cost analysis studies;
7. Assisting in preparation of the annual financial report required under Section 800 of this Plan;
8. Providing real estate sales and/or management services;
9. Property acquisition and disposition appraisals;
10. Bond issuance and renewal financing consultants; and
11. Bond Legal Counsel.

C. The Agency may prepare and adopt design standards, themes, guidelines and implementation procedures that would be applied in various sectors of the Area as the Agency deems appropriate to:

1. Assure architectural continuity and compatibility in new or remodeled buildings that are located in areas in which buildings with unique and distinctive historical or architectural character exist; and
2. Assure that the developments on the large vacant lands within the Area will have a design consistency and will advance the objectives of this Plan.

D. The Agency may acquire, rent or lease office space and office furniture, equipment and facilities necessary for it to conduct its affairs in the management and implementation of this Plan.

E. The Agency may invest its reserve funds in interest-bearing accounts or securities consistent with the provisions of City, State and Federal law.

F. To implement this Plan, the Agency may borrow money, accept advances, loans or grants from any legal source, issue urban renewal bonds (also known as tax

allocation bonds, governmental bonds, qualified redevelopment bonds and tax increment bonds), and receive tax increment proceeds as provided for in Section 700 of this Plan. Regardless of the form of borrowing of funds, the approval of such borrowing shall comply with the provisions of the Agency's adopted By-Laws and all applicable legal requirements.

G. Authorization and Powers: Without limiting any other provision, power or authorization of this Plan, the Agency shall have all of the powers and responsibilities allowed under the provisions of ORS Chapter 457.

608. REHABILITATION LOAN PROGRAM

The provisions of Section 601-C-18 shall apply.

SECTION 700 – FINANCING OF URBAN RENEWAL INDEBTEDNESS

The Agency may borrow money and accept advances, loans, grants and any other legal form of financial assistance from the Federal Government, the State, City, County, or other public body, or from any sources, public or private, for the purposes of undertaking and carrying out this Plan, or may otherwise obtain financing as authorized by ORS Chapter 457.

701. SELF LIQUIDATION OF COSTS OF URBAN RENEWAL INDEBTEDNESS (TAX INCREMENT FINANCING)

The projects may be financed, in whole or in part, by self-liquidation of the costs of urban renewal activities as provided in ORS 457.420 through 457.450. The ad valorem taxes, if any, levied by a taxing body upon the taxable real and personal property situated in the Area, shall be divided as provided in ORS 457.440. That portion of the taxes representing the levy against the increase, if any, in the assessed value of property located in the Area, or part thereof, over the assessed value specified in the certificate filed under ORS 457.430, shall, after collection by the tax collector, be paid into a special fund of the Agency and shall be used to pay the principal and interest on any indebtedness incurred by the Agency to finance or refinance this Plan and any projects or activities authorized and undertaken pursuant to the provisions of this Plan.

The Agency shall not issue indebtedness which matures after June 30, 2024[4], if the indebtedness is payable from tax increment revenues of the Area. The division of taxes and the tax increment financing process described in ORS 457.420 through 457.450, shall be terminated not later than June 30, 2014, which is the end of the thirty-fifth (35^{th})[5] fiscal year of collecting tax increment after the City Council's approval of this Original Plan, unless the division of taxes and the tax increment process must be extended to pay previously issued indebtedness. Provided, however, the Agency may terminate the tax increment collection process earlier should all indebtedness of the Agency be retired earlier.

[4] Minor Amendment, 2014, Res No.
[5] Ibid.

The Agency will finance the Plan, and the projects undertaken with respect to the Plan, through tax increment financing, including division of taxes and special levy, as authorized by the Oregon Constitution and ORS Chapter 457. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of an Area is located, shall be divided as provided in section 1c, Article IX of the Oregon Constitution, and ORS 457.420 to 457.460.

The maximum amount of indebtedness, as defined in ORS 457.010(9), that may be incurred under this Plan is $43,000,000.

Option 1 under ORS 457.435(2)(a) shall be the method for collecting ad valorem property taxes sufficient to pay, when due, indebtedness issued or incurred to carry out the Plan, as permitted by Oregon Constitution Article XI, section 11(16).

702. ANNUAL BUDGET

The Agency shall adopt and use a fiscal year ending June 30 accounting period. Each year, by July 1, the Agency shall adopt a budget in conformance with the provisions of ORS 294 and ORS 457.460 which shall describe its source and revenue proposed expenditures and activities.

The Agency shall submit its proposed budget to the Agency's Budget Committee for its review and approval and the Agency shall not undertake any activities nor expend any funds except as provided in the approved budget.

The Agency may use the City's budget committee should a majority of the Agency membership so agree.

SECTION 800 – ANNUAL FINANCIAL STATEMENT REQUIRED

The Agency shall prepare a statement and provide notice as required by ORS 457.460.

SECTION 900 – CITIZEN PARTICIPATION

The activities and projects identified in this Plan, the development of subsequent plans, procedures, activities and regulations, and the adoption of amendments to this Plan shall be undertaken with the participation of citizens, owners and tenants as individuals and organizations who reside within or who have financial interest within the Area and with the general citizens of the City.

SECTION 1000 – NON-DISCRIMINATION

In the preparation, adoption and implementation of this Plan, no public official or private party shall take any action or cause any persons, group or organization to be discriminated against on the basis of age, race, color, religion, sex, marital status or national origin.

SECTION 1100 – RECORDING OF PLAN

A copy of the City Council's Ordinance approving this Plan under ORS 457.095 shall be sent by the Council to the Agency. Following receipt of such Ordinance, this Plan shall be recorded by the Agency with the Recording Officer of Lincoln County.

SECTION 1200 – FUTURE AMENDMENTS TO PLAN

The Plan may be amended as described in this section.

A. Substantial Amendments

Substantial Amendments are solely amendments:

- Adding land to the Area, except for amendments adding land that in the aggregate with other amendments do not add land that totals more than one percent of the Area in July, 2009; or

- Increasing the maximum amount of indebtedness that can be issued or incurred under the Plan.

Substantial amendments require the same notice, hearing and approval procedures required of urban renewal plans under ORS Chapter 457.

B. Minor Amendments

Minor Amendments are amendments that are not Substantial Amendments. They require approval by the Agency by resolution.

C. Amendments to the City's Comprehensive Plan or Any of Its Implementing Ordinances.

Amendments to City's Comprehensive Plan, any of its implementing codes, policies, procedures or ordinances that affect the Plan or the Area, or building, health, safety and other code provisions that affect the Plan or the Area shall be incorporated within the Plan without any action required by the Agency or the City Council. The City Council may from time to time amend or approve new building, health, safety and other code provisions that affect the implementation of this Plan.

SECTION 1300 – DURATION AND VALIDITY OF APPROVED PLAN

1301. DURATION OF PLAN

This Plan shall remain in effect after the tax increment financing process is terminated under Section 701 of the Plan. The Agency may continue to carry out the Plan with any resources that are available to it after the tax increment financing process is terminated.

1302. VALIDITY

Should a court of competent jurisdiction find any word, clause, sentence, section or part of this Plan to be invalid, the remaining words, clauses, sentences, sections or parts shall be unaffected by such finding and shall remain in full force and effect for the duration of the Plan.

EXHIBIT 1

LEGAL DESCRIPTION FOR

2014 AMENDED & RESTATED YEAR 2000 DEVELOPMENT PLAN

LINCOLN CITY, OREGON

Beginning at the corner common to sections 2 and 3 Township 7 South, Range 11 West and sections 34 and 35 Township 6 South, Range 11 West, Willamette Meridian, Lincoln City, Oregon;

1. thence easterly along the north line of section 2 to the most northeast corner of tax lot 100, Lincoln County Assessor's Plat 7-11-2-20, Deed reference mf 177-1448 (December 26, 1986)
2. thence clockwise around said lot 100 to the west right of way of N. Logan Road;
3. thence easterly across N. Logan Road to the east right of way line;
4. thence southerly to a point of intersection with the prolongation of the south line of tax lot 605, of said plat, Deed reference mf 166-974 (November 14, 1985);
5. thence westerly along the south line to the northeast corner of tax lot 205, Tax Assessor's Plat 7-11-3, Deed reference mf 48-1900 (May 3, 1974);
6. thence southerly along the east line of said lot to the northwest corner of tax lot 604, Tax Assessor's Plat 7-11-2-20, Deed reference mf 177-1448 (December 26, 1986);
7. thence easterly along the north line of said lot to the northwesterly right of way of U.S. Highway 101;
8. thence northeasterly along said right of way line to the most southerly corner of tax lot l200 of said plat, being that portion of Logan County Road No.100 being leased for the Lincoln City Chamber of Commerce.
9. thence clockwise around said tax lot 1200 to the north-easterly right of way of U.S. Highway 101;
10 thence northeasterly along said right of way line to the most southwest corner of tax lot l000 of said plat, Deed reference mf 110-3 (March 8, 1946);
11. thence clockwise around said lot 1000 to the northwest corner of tax lot 500, Tax Assessor's Plat 7-11-2-24, Deed reference mf 187-1217 (November 10, 1987);
12. thence easterly along the north line of said lot 500 and lot 400, of said plat, Deed reference mf 187-1217 (November 10,

1987), and the prolongation there of to the east right of way line of N. E. 4th Street;

13. thence southerly along said line to the north right of way line of U.S. Highway No. 101;
14. thence easterly along right of way line to the northerly prolongation of the easterly right of way line of N. E. West Devils Lake Road;
15. thence southerly across Highway 101 to the east right of way line of 1st Street (N. E. West Devils Lake Road);
16. thence southerly along the easterly right of way line of said 1st Street and N. E. West Devils Lake Drive to a point directly opposite of the southeast corner of tax lot 1203, Tax Assessor's plat 7-11-2-24, Deed reference mf 115-1554 (August 15, 1980);
17. thence across N. E. West Devils Lake Drive to said corner, of said tax lot 1203;
18. thence northwesterly along the westerly lot line to the south right of way line of 'U.S. Highway 101;
19. thence westerly along said right of way to the northeast corner of tax lot 700, of said plat, Deed reference mf 40-449 (March 22, 1973);
20. thence southerly to the southeast corner of said lot;
21. thence westerly along south line of said lot and tax lot 600, of said plat, Deed reference mf 130-1192 (February 9, 1982), to a point on the east line of tax lot 700 Assessor's Plat 7-11-2-20, Deed reference mf 84-1193 (February 22, 1978);
22. thence clockwise around said lot 700 to the southerly right or way line of U.S. Highway 101;
23. thence southerly along said right of way to the northwest corner of tax lot 1100, said plat, Deed reference mf 161-1871 (June 13, 1985);
24. thence counterclockwise around said lot to the southeast corner thereof;
25. thence southerly to a point on the north line of tax lot 300, Assessor's Plat 7-11-2-32, Deed reference mf 186-590 (September 30, 1987);
26. thence easterly to the northeast corner thereof;
27. thence southerly along the east line of said lot 300 and tax lot 400, of said plat and prolongation thereof, Deed reference mf 186-665 (October 2, 1987), to the south right of way line of N. E. 36th Drive;
28. thence southwesterly along said right of way to the easterly right of way line of N. E. Quay Avenue;
29. thence southerly along said right of way to a point of intersection with the east prolongation of the south line of

lot 5100, of said plat, Deed reference mf 157-1750 (January 25, 1985);

30. thence westerly along said line to the northeast corner of tax lot 5200, of said plat, Deed reference mf 124-2151 (June 16, 1981);
31. thence southerly along the east line of said lot and tax lot 6400, of said plat, Deed reference mf 197-1748 (October 11, 1988), to the southeast corner thereof;
32. thence easterly to the northeast corner of tax lot 400, Tax Assessor's Plat 7-11-2-33, Deed reference mf 80-861 (October 19, 1977);
33. thence southerly along the east line of said lot 400 and tax lot 500, of said plat, Deed reference mf 123-2132 (May 11, 1981); to the north right of way line of N.E. 34th Street;
34. thence easterly to a point of intersection with the north prolongation of the east line of tax lot 600, said plat, Deed reference mf 198-423 (October 25, 1988);
35. thence southerly along said east line of said Lot 600 and tax lot 700, of said plat, Deed reference mf 160-2153 (May 13, 1985), to the southeast corner thereof;
36. thence easterly to the northeast corner of tax lot 900, of said tax plat, Deed reference 291-154 (July 1, 1962);
37. thence clockwise around said lot to the north east corner of tax lot 1900, said plat, Deed reference mf 88-874 (June 6, 1978);
38. thence southerly along the east line of said lot 1900 and tax lot 2200, Deed reference mf 61-450 (December 8, 1975), of said plat, and prolongation thereof to the south right of way line of N. E. Holmes Road;
39. thence southwesterly along the right of way to the northwest corner of tax lot 2500, of said plat, Deed reference mf 21-287 (September 21, 1970);
40. thence southeasterly along the north line of said lot 2500 to the northeast corner thereof;
41. thence southerly along east line of said lot 2500 and tax lots 2300, Deed reference mf 66-518 (July 9, 1976), and 2400, Deed reference mf 113-350 (May 21, 1980), of said plat to a point on the north line of tax lot 102, Assessor's Plat 7-11-11-22, Deed reference mf 140-1067 (April 29, 1983);
42. thence clockwise around said lot 102 to the north right of way line of N. E. 29th Street;
43 thence south across said N. E. 29th Street; to the northwest corner of tax lot 119, of said plat, Deed reference mf 20-47 (July 23, 1970);
44. thence southerly along the westerly line of said lot 119, to a point on the north line of tax lot 120 of said plat, Deed

reference mf 17-1827 (March 31, 1970); .

45. thence westerly on said north line and north line of tax lot 400, of said plat, Deed reference mf 35-592 (July 26, 1972), to a point on the east line of tax lot 500, of said plat, Deed reference mf 168-605;
46. thence southerly along the said east line of said lot 500 and tax lot 1100, of said plat, Deed reference mf 191-1052 (April 13, 1988), to the southeast corner thereof;
47. thence westerly to the northeast corner of tax lot 1300, of said plat, Deed reference mf 129-810 (December 9, 1981);
48. thence southerly to the north right of way line of N. E. 28th Street;
49. thence east to a point of intersection with the north prolongation of the east right of way line of N.E. Quay Avenue;
50. thence southerly along said right of way line to a point of intersection with the east prolongation of the south line of tax lot 3500, of said plat, Deed reference mf 230-228 (October 11, 1962);
51. thence westerly to the southwest corner of said lot 3500;
52. thence southerly along the west line of tax lots 3701, Deed reference mf 276-58 (March 20, 1967), 3700, Deed reference mf 193-2126, and 4000 of said plat, Deed reference mf 77-206 (July 15, 1977), to a point on the north line of tax lot 4100, of said plat, Deed reference mf 123-1294 (April 27, 1981);
53. thence westerly to the easterly right of way line of U.S. Highway 101;
54. thence southerly along said right of way to the northwest corner of Tax lot 4301, of said plat, Deed reference Doc. No. 2013-09774 (October 4, 2013);
55. thence clockwise around said lot 4301 to the southeast corner of said lot 4301;
56. thence south to the northeast corner of Tax Lot 404, Tax Assessor’s Plat 07-11-11-23, deed reference Doc. No. 2007-10469 (July 20, 2007);
57. thence clockwise around said lot 404 to the easterly right of way line of U.S. Highway 101;
58. thence southerly along said right of way to the northwest corner of Tax lot 500, of said plat, Deed reference mf 399-337 (March 17, 2000);
59. thence clockwise around said lot 500 to the north right of way line of N. E. 22nd Street;
60. thence easterly along said north right of way line to the southeast corner of tax lot 402, Tax Assessor's Plat 7-11-11-23, Deed reference 258-193 (August 12, 1965);

61. thence counterclockwise around said lot 402 to a point on the easterly line of tax lot 405, said plat, Deed reference mf 157-1299 (January 21,1985);
62. thence northerly along the east line of said lot 405 and tax lot 404, of said plat, to the northwest corner of tax lot 401, of said plat, Deed reference 218-560 (September 12, 1961);
63. thence easterly along the north line of said lot 401 and 300, Deed reference 196-87 (November 3, 1958), to the northeast corner thereof;
64. thence southerly along the east line of said lot 300 and the east right of way line of N. E. Reef Avenue to the south right of way line of N. E. 22nd Street;
65. thence westerly along the south right of way line to the easterly right of way line of N. E. Quay Place;
66. thence southerly along the easterly right of way line to the south right of way line of N. E. 21st Street;
67. thence westerly along the south right of way line to the northeast corner of tax lot 1500, Tax Assessor's Plat 7-11-10-41, Deed reference Doc. No.2005-10889 (July 15, 2005);
68. thence southerly along the east line of said lot 1500 to the northeast corner of; tax lot 1600, of said plat, Deed referenced mf 141-424 (June 1,1983);
69. thence southerly along the east line of said lot 1600 and 1900, of said plat, Deed reference mf 190-2003 (March 21, 1988) to the southeast corner thereof;
70. thence westerly along the south line of said lot 1900 to a point on the east line of tax lot 9000, of said plat, Deed reference Doc. No.2011-04759 (May 12, 2011);
71. thence south along the east lines of said lot 9000, tax lot 9100, of said plat Deed referenced Doc. No.2010-00991 (January29, 2010)**;** and tax lot 9199, of said plat Deed referenced mf 261-325 (October 20, 1966) to the southeast corner of said tax lot 9199;
72. thence northwesterly along the south line of said tax lot 9199 to the southeasterly right of way line of N. E. Lee Avenue;
73. thence following the right of way line of N. E. Lee Avenue and N. E. Lee Place to the northeast corner of tax lot 100, Tax Assessor's Plat 7-11-10-44, Deed reference 127-474 (August 12, 1948);
74. thence southerly along the east line of said tax lot 100 and the south prolongation thereof to the south right of way line of N. E.15th Street;
75. thence westerly along the south right of way line to the

northeast corner of Tax lot 1000, said plat, Deed reference Doc. No.2012-03594 (April 17, 2012);

76. thence south along the east lines of said tax lot 1000 and tax lot 1100, said plat, Deed reference Doc.No.2012-03594 (April 17, 2012) to the southeast corner of said tax lot 1100;
77. thence south across N.E.14th Street to the northeast corner of tax lot 5700, said plat, Deed reference Doc. No.2013-01479 (February 19, 2013);
78. thence south along the east lines of said tax lot 5700, tax lot 5800, said plat, Deed reference Doc.2013-01479, (February 19, 2013) and tax lot 5900, said plat, Deed Reference Doc. No.2014-04101 (May 16, 2014) to the southeast corner of said tax lot 5900;
79. thence west along the south line of said tax lot 5900 to the east line of N.E. Keel Avenue
80. thence southerly along the east right of way line to a point of intersection with the south right of way line of N. E. 13th Street;
81. thence westerly to the northeast corner of tax lot 3900, Tax Assessor's Plat 7-11-10-43, Deed reference mf 109-1943 (February 5, 1980);
82. thence southerly along the east lines of said lot 3900 and tax lots 4000, 4100 and 4200, of said plat, all recorded by Deed reference mf 109-1943 (February 5, 1980), to the north right of way line of N. E. 12th Street;
83. thence easterly along the north right of way line to the east right of way line of N. E. Keel Avenue;
84. thence southerly along the east right of way line to the south right of way line of N. E. 11th Street;
85. thence westerly along the south right of way line to the northeast corner of tax lot 6300, of said plat, Deed reference mf 185-2242 (September 24, 1987);
86. thence southerly along the east line of said lot 6300 and tax lot 6601, Deed reference mf 193-2010 (June 27, 1988); of said plat, and the south prolongation to the south right of way line of N. E. 10th Street;
87. thence westerly along the south right of way line to the easterly right of way line of U.S. Highway 101;
88. thence southerly along the easterly right of way line to the northwest corner of tax lot 900, Tax Assessor's Plat 7-11-15-12, Deed reference mf 107-831 (November 13, 1979);
89. thence easterly to the west right of way line of the alley;
90. thence northerly along the west right of way line to end of alley;
91. thence easterly to the north east corner of tax lot 400, of said plat, Deed reference 222-498 (February 21, 1962);

92. thence easterly to the southeast corner of tax lot 400, Tax Assessor's Plat 7-11-15-11; Deed reference 231-359 (January 23, 1963);
93. thence northerly to the northeast corner of said lot 400;
94. thence easterly along the north line of tax lot 300, Deed reference mf 116-1363 (September 12, 1980) and 301, Deed reference mf 179-2083 (March 9, 1987), of said plat, to the northeast corner thereof;
95. thence southerly along the east lines of said lots 300, 301 and tax lot 500, of said plat, Deed reference 222-498 (February 21, 1962), to a point on the northerly line of tax lot 801, of said plat, Deed reference mf 156-1879 (December 19, 1984);
96. thence clockwise around said lot 801, to the north right of way line of N. E. 6th Drive;
97. thence southerly along the prolongation of the east line to the south right of way line of N. E. 6th Drive;
98. thence southwesterly along the south right of way line to the northeast corner of tax lot 15200, Tax Assessor's Plat 7-11-15-12, Deed reference 155-468 (December 17, 1952);
99. thence clockwise around said lot 15200 to the easterly right of way line of U.S. Highway 101;
100. thence southerly along the easterly right of way line to the northwest corner of tax lot 15902, of said plat, Deed reference mf 76-339 (June 17, 1977);
101. thence easterly to a point on the westerly line of tax lot 15600, said plat, Deed reference 168-568 (January 12, 1955);
102. thence clockwise around said lot 15600 to the northeast corner of tax lot 15700, of said plat, Deed reference 168-568 (January 12, 1955);
103. thence southerly along east line of said lots 15700 and 15800, of said plat, and tax lot 200, Tax Assessor's Plat 7-11-15-14, Deed reference mf 118-809 (October 29, 1980); to the northwest corner of tax lot 500, said plat, Deed reference 185-497 (September 3,1957);
104. thence clockwise around said lot 500 to a point on the G.L.O. Meander line;
105. thence northerly along said meander line to the east corner of tax lot 100, of said plat, Deed reference 187-179 (October 30, 1987);
106. thence southerly across Devils Lake to the most northeast corner of tax lot 3400, of said plat, Deed reference mf 88-1194 (June 8, 1978);
107. thence westerly along the north property lines of lots fronting Devils Lake to the northeast corner of tax lot 3601, Tax Assessor's Plat 7-11-15-13, Deed reference mf 17-20

(January 30, 1970);

108. thence southerly along east line and prolongation thereof of said lot 3601 to the south right of way line of South Shore Drive (S. E. 1st Street);
109. thence westerly along the south right of way line to the easterly right of way line of U.S. Highway 101;
110. thence southerly along the easterly right of way line to the north corner of tax lot 2600, said plat, Deed reference mf 80-308 (October 11, 1977);
111. thence southerly along the easterly line of said lot 2600, and lots 2601, Deed reference mf 150-2033 (June 8, 1984), and 2000, Deed reference mf 121-1911 (February 13, 1981), of said plat, to the northwest corner of tax 2100, said plat, Deed reference mf 179-2139 (March 9, 1987);
112. thence easterly along north line of said lot 2100 and tax lot 2200 to the northeast corner thereof, Deed reference mf 191-2368 (April 29, 1988);
113. thence southerly along the east line and prolongation thereof of said lot 2200, to the south right of way line of S. E. 3rd Street;
114. thence westerly along the south right of way line to the northwest corner of tax lot 13701, Tax Assessor's Plat 7-11-15-42, Deed reference mf 79-18ll (October 4, 1977);
115. thence southerly along the westerly line of said lot to the most northwest corner of tax lot 12301, said plat, Deed reference mf 189-0019 (January 6, 1988);
116. thence clockwise around said lot 12301 to the easterly right of way line of U.S. Highway 101;
117. thence southerly along the easterly right of way line to the northwest corner of tax lot 12100, of said plat, Deed reference mf 197-1965 (October 13, 1988);
118. thence easterly to the northeast corner of said lot 12100;
119. thence southerly along the east line of said lot 12100 and lot 12000, said plat, Deed reference mf 30-1351 (December 29, 1971), to the northwest corner of tax lot 8300, Tax Assessor's Plat 7-11-15-41, Deed reference mf 179-1333 (February 24, 1987);
120. thence easterly along the north line and prolongation thereof to the east right of way line of S. E. Inlet Avenue;
121. thence southerly along said right of way to the northern right of way line of S. E. 9th Street;
122. thence easterly along the northern right of way line to the eastern right of way line of S. E. Jetty Avenue;
123. thence southerly along said right of way to the northern right of way line of S. E. East Devils Lake Road;
124. thence easterly along the northern right of way line to a

point of intersection with the prolongation of the east line of tax lot 4901, Tax Assessor's Plat 7-11-15-44, Deed reference mf 163-2173 (August 19, 1975);

125. thence southerly on the east line and prolongation thereof to the south right of way of S. E. 14th Street;
126. thence westerly to the easterly right of way line of U.S. Highway 101;
127. thence southerly along said right of way line to the northwest corner of tax lot 1100, Tax Assessor's Plat 7-11-22-11, Deed reference Doc. No.2012-03900 (April 26, 2012);
128. thence clockwise around said lot 1100 to the to the southeast corner thereof;
129. thence west on the south line of said tax lot 1100 to the northeast corner of tax lot 1000, said plat, Deed reference 63-1001 (March 26, 1976);
130. thence south along the east line said tax lot 1000 to the north right of way line of S. E. 16th Street;
131. thence easterly along north right of way line to a point of intersection with the prolongation of the east line of tax lot 2400, of said plat, Deed reference mf 179-754 (February 17, 1987);
132. thence southerly on said east line to the southeast corner of said lot 2400;
133. thence westerly to the northeast corner of tax lot 2700, of said plat, Deed reference mf 49-362 (May 15, 1974);
134. thence southerly along east line of said lot 2700 and tax lot 2800, of said plat, to the southeast corner thereof, Deed reference 289-328 (May 14, 1968);
135. thence clockwise around said lot 2800 to the northeast corner of tax lot 3400, said plat, Deed reference Doc. No. 2005-05569 (April 15, 2005);
136. thence south on the east line said tax lot 3400 to a point on the north line of tax lot 3301, said plat, Deed reference Doc. No.2004-13387 (September 1, 2004);
137. thence clockwise around said tax lot 3301 to the southeast corner thereof;
138. thence south across S.E. 19th Street to the northeast corner of tax lot 4300, said plat, Deed reference Doc. No.2011-08769 (September 22, 2011);
139. thence south along the east line of said tax lot 4300 to the northeast corner of tax lot 4400, said plat, Deed reference mf 191-633 (April 6, 1988);
140. thence southerly to a point on the north line of tax lot 1202, Tax Assessor's Plat 7-11-22-14, Deed reference mf 178-1274 (January 16, 1987);
141. thence easterly to the northeast corner of said lot 1202;

142. thence southerly along the east line of said lot 1202 and 700 of said plat, to the southeast corner thereof, Deed reference mf 151-342 (June 21, 1984);
143. thence westerly to the northeast corner of tax lot 800, of said plat, Deed reference mf 194-2033 (July 19, 1988);
144. thence clockwise around said lot to the easterly right of way line of U.S. Highway 101;
145. thence southerly along said right of way line to the northwest corner of tax lot 1700, said plat, Deed reference mf 136-2444 (November 22, 1982);
146. thence clockwise around said lot to the easterly right of way of U.S. Highway 101;
147. thence southerly along said right of way line to the northwest corner of tax lot 2300, said plat, Deed reference 272-178 (October 27, 1966);
148. thence easterly to the northeast corner of said lot 2300;
149. thence southerly along the east line of said lot 2300 and the projection thereof to the southern right of way of S. E. 23rd Drive;
150. thence southeasterly along said right of way line to the northeast corner of tax lot 2600, said plat, Deed reference Doc. No.2012-08516 (September 6, 2012)
151. thence clockwise around said tax lot 2600 to a point on the east line of tax lot 2500, said plat, Deed reference Doc. No.2012-08516 (September 6, 2012)
152 thence clockwise around said tax lot 2500 to the easterly right of way line of U.S. Highway 101;
153. thence southerly along the easterly right of way line to the north corner of tax lot 1700, Tax Assessor's Plat 7-11-22-42, Deed reference mf 193-2091 (June 28, 1988);
154. thence south along the east line of said tax lot 1700 to the southeast corner thereof;
155. thence northwesterly along the southerly line of said tax lot 1700 to the easterly right of way line of U.S. Highway 101;
156. thence southerly along the easterly right of way line to the northwest corner of tax lot 1900, Tax Assessor's Plat 7-11-22-42, Deed reference mf 34-1537 (July 6, 1972);
157. thence clockwise around said lot to the northeast corner of tax lot 201, Tax Assessor's Plat 7-11-22-43, Deed reference mf 168-609 (January 31, 1986);
158. thence southerly along the east line of said lot 201 and tax lot 200, of said plat, to the southeast corner thereof, Deed reference mf 32-279 (March 15, 1972);
159. thence westerly along south line of said lot 200 to the easterly right of way line of U.S. Highway 101;
160. thence southerly along the easterly right of way line to the

northerly right of way of S. E. 31st Street;

161. thence southeasterly to a point of intersection with the northerly prolongation of the southeasterly line of tax lot 3600, of said plat, Deed reference mf 190-1809 (March 17, 1988);
162. thence southerly along the southeasterly lines of said tax lot 3600, and lot 3700, of said plat, Deed reference mf 190-0991 (March 7, 1988), and tax lot 12000, Tax Assessor's Plat 7-11-27-21, Deed reference mf 70-1608 (December 9, 1976) to the northerly right of way line of S.E. 32nd Street;
163. thence south across S.E. 32st Street and the east line of tax lot 12101, said plat, Deed reference 2007-16599 (November 29, 2007) to the northeast corner of tax lot 12200 said plat, Deed reference mf 168-38 (January 23, 1986);
164. thence clockwise around said lot 12200 to the northeast corner of tax lot 12400, of said plat, Deed reference 292-17 (July 24, 1968);
165. thence southerly along the east line of tax lot 12400, to the southeastern corner of tax lot 13800, Tax Assessor's Plat 7-11-27-21, Deed reference mf 118-799 (October 29, 1980), which is a point on the north right-of-way line of S.E. 37th Street;
166. thence southerly across S; E. 37th Street and along the east property line of tax lot 15800 of said plat, Deed reference mf 9-651 (May 21, 1969), to a point on the north line of tax lot 101, Tax Assessor's Plat 7-11-2724, Deed reference mf 119-1668 (December 8, 1980);
167. thence clockwise around said lot 101 to the north right of way line of S. E. High School Drive;
168. thence south along the prolongation of the east line of said lot 101 to the southerly right of way line of S. E. High School Drive;
169. thence northwesterly along said right of way line to the northeast corner of tax lot104, said plat, Deed reference mf 410-213 (July 31, 1997);
170. thence clockwise around said tax lot 104 to the easterly right of way line of U.S. Highway 101;
171. thence southerly along the easterly right of way line to the northwest corner of tax lot 1100, Tax Assessor's Plat 7-11-27-31, Deed reference mf 174-1471 (September 12, 1986);
172. thence clockwise around said lot 1100 to the northeast corner of tax lot 900, said plat, Deed reference mf 174-1471 (September 12, 1986);
173. thence southeasterly along the easterly line of said tax lot 900 to the southeast corner of tax lot 500 of said plat, Deed reference mf 193-407 (June 7, 1988), which is a point

on the northwesterly line of tax lot 200, Tax Assessor's Plat 7-11-27-42, Deed reference mf 193-407 (June 7, 1988);

174. thence northeasterly to the northeast corner of said lot 200;
175. thence southerly along the easterly line of said tax lot 200, and the easterly lot lines of tax lots 300, Deed reference mf 8-4 (April 4, 1969) and 700, Deed reference mf 134-372 (July 30, 1982), of said plat and tax lot 300, Tax Assessor's Plat 7-11-27-43, the southeast corner thereof, Deed reference mf 134-372 (July 30, 1982);
176. thence southerly along the northern right of way line of S. E. Inlet Avenue to the west corner of tax lot 1200, Tax Assessor's Plat 7-11-27-44, Deed reference mf 151-2445 (July18, 1984);
177. thence clockwise around said lot 1200 to the westerly right of way line of S. E. Jetty Place;
178. thence north easterly along said right of way line to the west right of way line of S. E. Jetty Avenue;
179. thence east across to the east right of way line of S.E. Jetty Avenue to a point on the west line of tax lot 3500, said plat, Deed reference Doc. No.2010-06682 (July 1, 2010);
180. thence clockwise around said tax lot 3500 to the southeast corner of tax lot 4700, said plat, Deed reference mf 162-823 (July 3, 1985);
181. thence west to the southwest corner of said tax lot 4700;
182. thence north along the west lines of said tax lot 4700, tax lot 4600, said plat, Deed reference mf 263-0559 (June 17, 1993) and tax lot 4500, said plat, Deed reference mf 70-514 (November 16, 1976) and the prolongation of to a point on the south line of said tax lot 3500;
183. thence west along the south line of sad tax lot 3500 to the east line of S.E. Jetty avenue;
184. thence southerly along the east right of way line to the northwest corner of tax lot 1400 Tax Assessor's Plat 7-11-34-11, Doc. No.2013-055787 (June 7, 2013);
185. thence east to a point on the west line of tax lot 1300, said plat, Deed reference Doc. No.2005-17338 (October 28, 2005);
186. thence clockwise around said tax lot 1300 and tax lot 1200, said plat, Deed reference Doc. No.2004-11388 (July, 28 2004) to the north right of way line of S. E. 51st Street (Taft-Schooner Creek Road);
187. thence west to a point of intersection with the prolongation of the east lot line of tax lot 4000, Tax Assessor's Plat 7-11-34-11, Deed reference mf 173-1239 (September 11, 1986);
188. thence southerly across said Street to the northeast corner of

said tax lot 4000;

189. thence clockwise around tax lot 4100, said plat, Deed reference mf 465-1041 (November 26,2002) to the easterly right of way line of U.S. Highway 101;
190. thence southerly along said right way to the northwest corner of tax lot 500, Tax Assessor's Plat 7-11-34-14, Deed reference mf 112-1838 (May 13, 1980);
191. thence easterly to the northeast corner of tax lot 700, of said plat, need reference mf 106-1771 (October 24,1979);
192. thence southerly along the east line of lot 700 and tax lot 1000, of said plat, Deed reference mf 91-713 (August 15, 1978), to a point on the northeasterly line of tax lot 600, Tax Assessor's Plat 7-11-34-41, Deed reference mf 163-157 (July 25, 1985);
193. thence southeasterly to the northwest corner of tax lot 300, of said plat; Deed reference mf 121-1081 (February 3, 1981);
194. thence easterly to a point on the northwesterly line of tax lot 200, of said plat, Deed reference 95-185 (August 20, 1943);
195. thence clockwise around said lot to a point on the northwesterly line of tax lot 100, of said plat, Deed reference 230-175 (November 20, 1962);
196. thence clockwise around said lot 100 to the north right of way line of U.S. Highway 101;
197. thence south along the prolongation of the east line of said lot 100 to the south right of way line of U.S. Highway 101
198. thence southeasterly along the south right of way line to the most east corner of tax lot 5000, said plat, Deed reference Doc. No.2008-12861 (November 6, 2008);
199. thence southwesterly to the north corner of tax lot 5301, said plat, Deed reference Doc. No. 2008-12861 (November 6, 2008);
200. thence south along the east lines of said tax lot 5301 and said tax lot 5000 to the northeast corner of tax lot 5400, said plat, Deed reference mf 136-491 (October 12, 1982);
201. thence southerly along the east lines of said lot 5400, and of tax lots 8303, Deed reference mf 136-491 (October 12, 1982), and 8301, Deed reference mf 194-1465 (July 13, 1988), Tax Assessor Plat 7-11-34-44 and the prolongation thereof to the mean low water line of Siletz Bay;
202. thence clockwise along said mean low water line to a point of intersection with the prolongation of the northwesterly line of tax lot 802, Tax Assessor's Plat 7-11-34-41, Deed reference mf 105-657 (September.13, 1979);
203. thence continuing along said mean low water line to a point of intersection with the prolongation of the north line of tax lot 300, said plat, Deed reference mf 330-0599 (December, 24 1996);

204. thence east along said lot line to the westerly right of way line of U.S. Highway 101;
205. thence northerly along said right of way line to the southeast corner of tax lot 4600, Tax Assessor's Plat 7-11-34- 11, Deed reference 200-156 (June 11, 1959);
206. thence northwesterly along the southerly line of lots fronting on Siletz Bay to the southwest corner of tax lot 5200, Tax Assessor's Plat 7-11-34-12, Deed referenced 228-629 (September 26, 1962);
207. thence northerly along the west line of said lot to the south right of way line of S. W. 51st Street;
208. thence westerly along said right of way line to the northeast corner of 7-11-34-12 Supplemental Map No.1, covering the Bayside condominium recorded in Plat Book 1, page 13;
209. thence southerly along the east line of said map and tax lot 5000, Tax Assessor's Plat 7-11-34-12, to the southeast corner thereof, Deed reference mf 125-412 (June 25, 1981);
210. thence northwesterly along southerly line of said tax lot 5000 and clockwise around said Supplemental Map No. 1 and Bayside Condominium to the south right of way line of S. W. 51st Street;
211. thence westerly along the south right of way line to the northeast corner of tax lot 400, Tax Assessor's Plat 7-1134-21, Deed reference 177-61 (March 9, 1956);
212. thence clockwise around said lot 400 to the southeast corner of tax lot 500, of said plat, Deed reference mf 69-408 (October 14, 1976);
213. thence northerly along the east line of said lot 500 and prolongation thereof to the northerly right of way line of S.W. 50th Street;
214. thence southeasterly to the southwest corner of tax lot 2609, Tax Assessor's Plat 7-11-27-43, Deed reference mf 179-1561 (February 27, 1987);
215. thence clockwise around said lot 2609 to the southerly right of way of U.S. Highway 101;
216. thence northerly along said right of way line to the southeast corner of tax lot 2603, of said plat, Deed reference mf 97-834 (February 13, 1979);
217. thence west along the south line of said lot 2603 and tax lot 107, Tax Assessor's Plat 7-11-27-34 to the southwest corner thereof, Deed reference mf 138-1917 (February 10, 1983);
218. thence clockwise around said lot 107 to a point on the south line of tax lot 5400 Tax Assessor's Plat 7-11-27-31, Deed reference Doc. No.2012-11574 (November 29, 2012)

219. thence clockwise around said lot 5400 to the northwest corner of said lot;
220. thence westerly along the prolongation the north line of said tax lot 5400 to the westerly right of way line of S.W. Coast Avenue;
221. thence northeasterly along the westerly right of way line to the southwesterly right of way line of U.S. Highway 101;
222. thence northerly along said right of way line to the southeast corner of tax lot 3800, Tax Assessor's Plat 7-11-27-21, Deed reference mf 193-1519 (June 21, 1988);
223. thence counterclockwise around said lot 3800 to the east right of way line of S. W. Coast Avenue;
224. thence west along the prolongation of the north line of said lot 3800 to the west right away line of S. W. Coast Avenue;
225. thence northerly along said right of way line and prolongation thereof to a point on the south line of tax lot 4000, of said plat, Deed reference 274-165 (January 11, 1967);
226. thence counterclockwise around said lot 4000 to the south right of way line of S.W. 35th Street;
227. thence westerly along said right of way line and prolongation thereof to the mean low water line;
228. thence northerly along said mean low water line to a point of intersection with the west prolongation of the northerly right of way line of S.W. 32nd Street which is also the north line of tax lot 5200 Tax Assessor's Plat 7-11-22-34, Deed reference 292-485 (August 16, 1968);
229. thence easterly along said prolongation and right of way line to the southwest corner of tax lot 13602, of said plat, Deed reference mf 131-287 (March 15, 19B2);
230. thence northerly along the west line of said tax lots 13602, and tax lot 13600 of said plat, Deed reference mf 197-2361 (October 17, 19B8), and 3100, Tax Assessor's Plat 7-11-22-43 and the prolongation thereof· to the northern right of way of S. W. 29th Street, Deed reference mf 197-2361 (October 17, 1988);
231. thence easterly along said right of way to the southwest corner of tax lot 400, of said plat, Deed reference mf 193-1441 (June 20, 1988);
232. thence clockwise around said lot 400 to the northwesterly right of way line of U.S. Highway 101;
233. thence northeasterly along said right-of-way line to the southeast corner of tax lot 1600, Tax Assessor's Plat 7-11-22-42, Deed reference mf 128-875 (October 26, 1981);
234. thence clockwise around said lot 1600 to the southwest corner of tax lot 100, of said plat, Deed reference 115-352 (December 27, 1946);
235. thence clockwise around said lot 100 to the southwest corner

of tax lot 2400, Tax Assessor's Plat 7-11-22-14, Deed reference 115-352 (December 19, 1946);

236. thence northerly along the west lines and prolongation of said lot 2400 and the following tax lots 2400, Deed reference 115-352 (December 19, 1946), 1900, Deed reference mf 161-114 (May 21, 1985), 1800, Deed reference mf 54-1591 (February 11, 1975), 1600, Deed reference mf 54-1591 (February 11, 1975), 1500, Deed reference mf 34-1924 (July 13, 1972), 1400, Deed reference mf 71-872 (January 3, 1977), 1300, Deed reference mf 129-1985 (January 5, 1982), 1000, Deed reference mf 129-1985 (January 5, 1982), 900, Deed reference mf 129-1985 (January 5, 1982), 500, Deed reference mf 133-746 (June 21, 1982), 501, Deed reference 291-91 (June 28, 1968), 400, Deed reference mf 129-2346 (January 13, 1982), of said plat and tax lot 4200, Tax Assessor's Plat 7-11-22-11, Deed reference mf 147-1707 (February 14, 1984), to the northwesterly right of way of S. W. Bard Road;
237. thence northeasterly along said right of way line to the westerly right of way line of U.S. Highway 101;
238. thence northerly along the westerly right of way line to the southeast corner of tax lot 4000, of said plat, Deed reference mf 191-514 (April 4, 1988);
239. thence westerly along south line and prolongation thereof to the west right of way line of S. W. Harbor Avenue;
240. thence northerly along west right of way line to a point of. intersection with the prolongation of the south line of tax lot 2501, of said plat, Deed reference mf 151-479 (June 22, 1984);
241. thence easterly and counterclockwise around said lot 2501 to a point of intersection with the prolongation of the west line of tax lot 700, of said plat, Deed reference mf 92-581 (September 11, 1978);
242. thence northerly along said prolongation and west line of said lot to the southwest corner of tax lot 400, of said plat, Deed reference mf 176-1244 (November 19, 1986);
243. thence clockwise around said lot 400 to the westerly right of way line of U.S. Highway 101;
244. thence northerly along said right of way line to the south right of way line of S. W. 14th Street;
245. thence westerly along the south right of way line to a point of intersection with the prolongation of the west line of tax lot 4800, Tax Assessor's Plat 7-11-15-44, Deed reference mf 107-135 (October 31, 1979);
246. thence northerly along said prolongation to the southwest corner of said lot 4800;
247. thence clockwise around said lot 4800 to the westerly right of way line of U.S. Highway 101;

248. thence northerly along said right of way line to the south right of way line of S. W. 12th Street;
249. thence westerly along' the south right of way line to the west right of way line of S. W. Harbor Avenue;
250. thence northerly along the west right of way line to the north right of way line of S. W. 11th Street;
251. thence easterly along said right of way line to the southwest corner of tax lot 3000, of said plat, Deed reference mf 149-1889 (May 3, 1984);
252. thence northerly along the west line of said lot 3000 to the south right of way line of S. W. l0th Street;
253. thence westerly along the south right of way line to the west right of way line of S. W. Harbor Avenue;
254. thence northerly along the west right of way line and prolongation to the north right of way line of S. W. 9th Street;
255. thence easterly along north right of way line to a point on the west line of tax lot 1800, of said plat; Deed reference mf 192-1445 (May 20, 1988);
256. thence counterclockwise around said lot 1800 to the westerly right of way line of U.S. Highway 101;
257. thence northerly along said right of way line to the eastern right of way line of S. W. Galley Avenue;
258. thence southerly along eastern right of way line to the south right of way line of S. W. 7th Street;
259. thence westerly along the south right of way line to the west right of way line of S. W. Fleet Avenue;
260. thence northerly along said right of way line to the westerly right of way of U.S. Highway 101;
261. thence northerly along the westerly right of way line to the southeast corner of tax lot 1800, Tax Assessor's Plat 7-11-15-42, Deed reference Doc. No.2014-02342 (March 18, 2014);
262. thence clockwise around said tax lot 1800 and along the west line of tax lot 1501, said plat, Deed reference Doc. No.2014-02341 (March 18, 2014) to a point on the south line of tax lot 1400, said plat, Deed reference mf 151-2504 (July 18, 1984);
263. thence westerly along the south line of said lot 1400, and tax lots 1402, Deed reference 208-553 (May 31, 1960), and 1401, Deed ref 193-321 (August 5, 1958), of said plat to the east right of way line of s. W. Ebb Avenue;
264. thence southerly along the east right of way line to the south right of way line of S. W. 5th Street;
265. thence westerly along said right of way line and prolongation to the G.L.O. Meander line;
266. thence southerly along the G.L.O. Meander Line to a point on

the north line of tax lot 12999, Tax Assessor's Plat 7-11-15-43, a public park described in Plat Book 7, page 44 of the records of Lincoln county;

267. thence clockwise around said tax lot 12999, to the north right of way line of S. W. 10th Place;
268. thence easterly along said right of way line to the east line of alley;
269. thence southerly along east line of alley and prolongation to a point on the north line of tax lot 14899, said plat, a public park described in Plat Book 7, page 44 of the records of Lincoln County;
270. thence counterclockwise to the southwest corner of said lot;
271. thence southwesterly to the most northwest corner of tax lot 14800, of said plat, Deed reference mf 145-2384 (December 6, 1983);
272. thence northerly across S. W. Coast Avenue to the south east corner of tax lot 13000, of said plat, Deed reference 228-608 (September 26, 1962);
273. thence westerly along the south line and prolongation thereof to the mean low water line;
274. thence northerly along the mean low water line to a point of intersection with the prolongation of the north right of way line of S. W. 5th Street;
275. thence easterly along said right of way line to the west right of way line of S. W. Ebb Avenue;
276. thence northerly to the south right of way line of S. W. 3rd Street;
277. thence clockwise around right of way of said S. W. 3rd Street to the westerly right of way line of S. W. Ebb Avenue (Main Street);
278 thence northerly along said right of way line to the west right of way of U.S. Highway 101;
279. thence northerly along west right of way line to the south right of way of S. W. Beach Street;
280. thence northwesterly along said south right of way line and prolongation thereof to the mean low water line;
281. thence northerly along the mean low water line to a point of intersection with the prolongation of the north right of way line of N. W. 1st Court;
282. thence easterly along said right of way line to a point on the westerly line of tax lot 13700, Tax Assessor's Plat 7-11-15-12, deed reference mf 39-1318 (February 26, 1973);
283. thence counterclockwise around said lot 13700 to the westerly right of way line of U.S. Highway 101;
284. thence northerly along said right of way line and the southwesterly right of way line of N.W. 2nd Drive to a point of intersection with the south prolongation of the

west line of tax lot 14300, of said plat, Deed reference mf 188-310 (December 4, 1987);

285. thence northerly along the said west line and easterly along the northerly line of said lot 14300 to the southwest corner of tax lot 12600 of said plat;
286. thence clockwise around said lot 12600 to the westerly right of way line of U.S. Highway 101, Deed reference mf 162-151 (June 24, 1985);
287. thence northerly along said right of way line to the southeast corner of tax lot,15100, of said plat, Deed reference mf 143-1869 (September 7, 1983);
288. thence clockwise around said tax lot 15100 to the 'easterly right of way of Terrace Walk;
289. thence west across Terrace Walk to the west right of way line;
290. thence northwest along said right of-way line to the intersection of the west prolongation of the south line of tax lot 14900 of said plat, Deed reference mf 87-280 (May 2, 1978);
291. thence east along said south line to the southeast corner of said lot 14900;
292. thence northerly along the east lines of said lot 14900 and 15000, of said plat, Deed reference mf 196-1487 (September 7, 1988), to the southeasterly right of way line of N. W. 6th Drive;
293. thence perpendicularly across said drive, to the northwesterly right of way line;
294. thence northerly along the northwesterly right of way line to the southeast corner of tax lot 2600, of said plat, Deed reference mf 190-0013 (February 18, 1988);
295. thence westerly on south line and prolongation thereof, of said lot 2600, to the westerly right of way line of Terrace Walk;
296. thence northerly along said right of way line to a point of intersection with the prolongation of the south line of tax lot 3700, of said plat, Deed reference mf 190-0013 (February 18, 1988);
297. thence easterly along said line to the southeast corner of said lot 3700;
298. thence counterclockwise around said lot 3700 to the southwest corner of tax lot 2200, of said plat, Deed reference mf 195-586 (July 27, 1988);
299. thence northerly along the westerly line of said lot 2200, and the following tax lots 2100 and 2000, Deed reference mf 195-586 (July 27, 1988), 1900 and 1800, Deed reference mf 185-1768 (September 16, 1987), and 1700, Deed reference mf 191-279 (April 1, 1988), of said plat, to a point on the south line of tax lot 7001, Tax Assessor's Plat 7-11-10-43,

Deed reference mf 161-2275 (June 19, 1985);

300. thence westerly along said south line to the southwest corner of said lot 7001;
301. thence northerly along the west line of said lot 7001, and tax lots "6801, Deed reference 223-341 (March 14, 1962) and 5400, Deed reference 107-148 (September 25, 1945), of said plat to the northwest corner of said lot 5400;
302. thence easterly along north line of said lot-5400 to the southeast corner of tax lot 4901, of said plat, Deed reference mf 155-1018 (October 31, 1984);
303. thence northerly along the east line and prolongation thereof of said lot 4901, and tax lot 4800, of said plat, Deed reference mf 70-154 (November 10, 1976), to the north right of way line of N. W. 13th Street;
304. thence easterly along said right of way line to the southwest corner of tax lot 3100, of said plat, Deed reference mf 65-1055 (June 15, 1976);
305. thence northerly along the west line and prolongation thereof, of said lot 3100, and tax lot 2201, of said plat, Deed reference mf 33-1726 (June 1, 1972), to the north right of way line of N. W. 14th Street;
306. thence east along the north right of way line to the southwest corner of tax lot 1700, of said plat, Deed reference mf 258-299 (August 18,1965);
307. thence clockwise around said lot to the southwest corner of tax lot 1000, of said plat, Deed reference mf 38-1522 (January 10, 1973);
308. thence north along the west line of said lot to the south right of way line of N. W. 15th Street;
309. thence westerly along said right of way and southerly along eastern right of way of N. W. Harbor Avenue to the south right of way of N. W. 14th Street;
310. thence across said N. W.-Harbor Avenue to the west right of way line;
311. thence northerly along said right of way line to the south right of way line of N. W. 15th Street;
312. thence westerly along said right of way line and prolongation thereof to the mean low water line;
313. thence northerly along mean low water line to a point of intersection with the prolongation of the north line of tax lot 12200, said plat, Deed reference Doc. No. 2007-16599 (November 29, 2007);
314. thence east along the north line of said tax lot 122200 to the west right of way line of N. W. Harbor Avenue;
315. thence northerly along the west right of way line to the south right of way line of N. W. 16th Street;

316. thence westerly along said right of way line and prolongation thereof to the mean low water line;
317. thence northerly along the mean low water line to a point of intersection with the prolongation of the north right of way line of N. W. 16th Street;
318. thence easterly along said right of way line to the west right of way of N. W. Jetty Avenue;
319. thence northerly along said right of way line to the north right of way line of N. W. 19th Street;
320. thence easterly along north right of way line to the westerly right of way line of U.S. Highway 101;
321. thence northerly along the westerly right of way line to the south right of way line of N. W. 20th Street;
322. thence westerly along-said right of way line to a point of intersection with the prolongation of the west line of tax lot 200, Tax Assessor's Plat 7-11-10-42, Deed reference mf 145-16 (April 24, 1983);
323. thence northerly along west line of said lot 200 and tax lot 1700, said plat, Deed reference mf 198-1379 (November 3, 1988), to the south right of way line of N. W. 21st Street;
324. thence westerly along said right of way line and prolongation thereof to the mean low water line;
325. thence northerly along the mean low water line to a point of intersection with the prolongation of the north right of way line of N. W. 21st Street;
326. thence easterly along said right of way line to the westerly right of way of U.s. Highway 101;
327. thence northeasterly to the south corner of tax lot 3000, Tax Assessor's Plat 7-11-10-14, Deed reference mf 196-1492 (September 7, 1988);
328. thence northerly along the west line of said lot 3000 and tax lot 3001, said plat, Deed reference mf 169-2452 (April 10, 1986), to the southerly right of way line of N. W. Mast Place;
329. thence perpendicularly across said N. W. Mast Place to the northerly right of way line;
330. thence northeasterly along the northerly right of way line to the north right of way line of N. W. 22nd Street;
331. thence easterly along said line to the southwest corner of tax lot 2800, said plat, Deed reference 223-0353 (March 20, 1962);
332. thence clockwise around said tax lot to the westerly right of way of U.S. Highway 101;
333. thence northerly along the westerly right of way line to the southeast corner of tax lot 16800, Tax Assessor's Plat 7-11-10-11, Deed reference mf 453-0295 (July 3, 2002);
334. thence clockwise around said tax lot 16800 to the south

right of way line of N. W. 28th Street;

335. thence northerly across N.W. 28th Street to the intersection of the north right of way line of said Street and the west right of way line of N.W. Port Avenue
336. thence northerly along said right of way line and prolongation thereof to the north right of way of N. W. 30th Street;
337. thence easterly to a point of intersection with the north prolongation of the west line of tax lot 600, Tax Assessor's Plat 7-11-11-22, Deed reference mf 159-353 (March 15, 1985);
338. thence southerly along said line to the northwest corner of said lot 702, of said plat;
339. thence easterly along the north line of said lot 702 to the westerly right of way line of U.S. Highway 101;
340. thence northerly along said right of way line to the south right of way line of N. W. 30th Street;
341. thence westerly along said right of way line to the south prolongation of the west right of way line of N. W. Port Drive;
342. thence northerly along 'said line to a point of intersection with the west prolongation of the north line of tax lots 17800 and 16900, Tax Assessor's Plat 7-11-3-44, Deed reference mf 134-27 (July 23, 1982);
343. thence easterly along said line to the west right of way line of N. W. Quay Drive;
344. thence northerly along the west right of way line to a point of intersection with the southwesterly prolongation of the north line bf lots 9900 and 7300, of said plat, each recorded by Deed reference mf 163-1097 (August 5, 1985);
345. thence northeasterly along said line to the southerly right of way line of N; W. 33rd Street;
346. thence northwesterly along said line to a point of intersection with the south prolongation of the west line of tax lot 5701, said plat, Deed reference mf 94-794 (November 8, 1978);
347. thence northerly along said line and then clockwise around said lot 5701 to the southeast corner of tax lot 6000, said plat, Deed reference mf 45-519 (October 24, 1973);
348. thence northerly along easterly line of said lot 6000, and tax lot 6100, of said plat, Deed reference mf 154-1381 (October 3, 1984), to the south right of way line of N. W. 34th Street;
349. thence westerly along the south right of way line to a point of intersection with the south prolongation of the west right of way of N. W. Port Avenue;
350. thence northerly along said line to a point on the south

line of tax lot 4700, Tax Assessor's Plat 7-11-2-32, Deed reference mf 148-624 (March 9, .1984);

351. thence westerly along said line and prolongation to a point of intersection with the prolongation of the west right of way line of N. W. Port Avenue;
352. thence northerly along said right of way line and jog thereof to the south right of way line of N.W. 36th Street;
353. thence southwesterly along said line and the prolongation thereof to the west right of way line of N.W. Keel Avenue;
354. thence north along said line to an intersection with the south right of way line of N.W. 37th Street;
355. thence west along the south right of way line of N.W. 37th Street to an intersection with the east right of way line of N.W. Jetty Avenue;
356. thence south along the said line to the northwest corner of tax lot 12200, Tax Assessor's Plat 7-11-3-43, Deed reference mf 48-85 (March 27, 1974);
357. thence clockwise around said tax lot 12200 to the southeast corner thereof;
358. thence west along the south line of said tax lot 12200 and the prolongation thereof to the west right of way line of N.W. Jetty Avenue;
359. thence north along said west right of way line to an intersection with the west prolongation of the north right of way line of N.W. 37th Street;
360. thence east along said line to an intersection with the west right of way line of N.W. Keel Avenue;
361. thence across N.W. Keel Avenue to the intersection of the east right of way line said avenue with the south right of way line of N.W. 37th Street;
362. thence south along the east right of way line of N.W. Keel Avenue and northeasterly along the south right of way line of N.W. 36th Street to the west right of way line of N.W. Port Avenue;
363. thence northerly along said right of way line and jog thereof to the south right of way of N. W. 39th Street;
364. thence northerly across N.W. 39th Street to the southwest corner of tax lot 1900, Tax Assessor's Plat 7-11-2-32, Deed reference mf 118-5S8 (October 27, 1980);
365. thence northerly along west line said lot 1900 to a point on the south line of tax lot 206, Tax Assessor's Plat 7-11-3, Deed reference mf 177-1448 (December 26, 1926);
366. thence westerly along south line of said lot 206 to the northeast corner of tax lot 900, Tax Assessor's Plat 7-11-3-41, Deed reference mf 85-1126 (March 23, 1978);
367. thence southerly along the east line of said lot 900 and prolongation thereof to the south right of way line of N. W. 39th Street:

368. thence westerly along said line to the west right of way line of N. W. Jetty Avenue;
369. thence northerly along west right of way line to the southeast corner of tax lot 202, Tax Assessor's Plat 7-11-3, Deed reference mf 48-1909 (May 3, 1974);
370. thence north along the east line of said lot 202 to the northeast corner;
371. thence westerly along north line and prolongation thereof, of said lot 202 to the mean low water line;
372. thence northerly along the mean low water line to a point of intersection with the west prolongation of the southerly line of tax lot 201, Tax Assessor's Plat 7-11-3, Deed reference mf 123-1428 (April 28, 1981);
373. thence easterly along said line to the southeast corner of said lot 201;
374. thence northerly along the east line of said lot 201 and lot 203, of said plat, Deed reference mf 123-1428 (April 28, 1981); to the northeast corner of said lot 203;
375. thence westerly along the north line and west prolongation thereof, of said lot 203, to the mean low water line;
376. thence northerly along the mean low water line to a point of intersection with the west prolongation of the north line of tax lot 200, of said plat, Deed reference mf 90-317 (July 19, 1978):
377. thence easterly along said north line to the westerly right of way line of N.W. Jetty Avenue;
378. thence northerly along the westerly right of way line and the prolongation thereof N.W. Jetty Ave. to the north right of way line of N.W. 59th Street;
379. thence westerly along the north right of way line of N.W. 59th Street to the westerly right of way line of N.W. Logan Road;
380. thence northerly along the westerly right of way line of N.W. Logan Road to the N.E. corner of Lot 69 “First Addition to Roads End; thence east across N.W. Logan Road to the easterly right of way line of N.W. Logan Road;
381. thence southerly along to the easterly right of way line of N.W. Logan Road to the northerly right of way line of Sal-La-Sea Drive; thence southeasterly along the northerly right of way line of Sal-La-Sea Drive to the southwest corner of tax lot 100, Lincoln County Assessors Plat 06-11-35-32, Deed reference Doc. No. 2013-05262 (May 30, 2013) in the records of the Lincoln county Clerk, hereinafter referred to as "Deed reference"; thence clockwise around said lot 100 to the northerly right of way line of Sal-La-Sea Drive;
382. thence south to the southerly right of way line of Sal-La-Sea Drive;
383. thence northwesterly along to the southerly right of way line

of Sal-La-Sea Drive to the easterly right of way line of Logan Road;

384. thence southerly along the easterly right of way line of Logan Road to an intersection with the easterly prolongation of the southerly right of way line of N.W. 59th Street;

385. thence westerly along the southerly right of way line N.W. 59th Street to the intersection with the easterly right of way line of N.W. Jetty Avenue;

386. thence southerly along the easterly right of way line of N.W. Jetty Avenue and the southerly prolongation of easterly right of way line of N.W. Jetty to the north line of section 2;

387. thence easterly along the north line of section 2 to the point of beginning, containing 649.28 acres, more or less laying entirely within the city limits of Lincoln City, Lincoln County, Oregon.

Listed below are the Tax Lots contained within the (1988) Year 2000 Development Plan:

MAP NUMBER	LOT NUMBER	MAP NUMBER	LOT NUMBER
07-11-02-20	100	07-11-02-32	1400
07-11-02-20	600	01-11-02-32	1500
07-11-02-20	601	07-11-02-32	1600
07-11-02-20	601-21	07-11-02-32	1700
07-11-02-20	604	07-11-02-32	1800
07-11-02-20	604-21	07-11-02-32	1900
07-11-02-20	605	07-11-02-32	2000
07-11-02-20	700	07-11-02-32	2100
07-11-02-20	1000	07-11-02-32	2200
07-11-02-24	400	07-11-02-32	2300
07-11-02-24	500	07-11-02-32	2400
07-11-02-24	600	07-11-02-32	2500
07-11-02-24	700	07-11-02-32	2600
07-11-02-24	1100	07-11-02-32	2700
07-11-02-24	1202	07-11-02-32	2800
07-11-02-24	1203	07-11-02-32	2900
07-11-02-32	300	07-11-02-32	3000
07-11-02-32	400	07-11-02-32	3100
07-11-02-32	500	07-11-02-32	3200
07-11-02-32	600	07-11-02-32	3300
07-11-02-32	700	07-11-02-32	3400
07-11-02-32	800	07-11-02-32	3500
07-11-02-32	900	07-11-02-32	3600
07-11-02-32	1000	07-11-02-32	3700
07-11-02-32	1100	07-11-02-32	3800
07-11-02-32	1200	07-11-02-32	3900
07-11-02-32	1300	07-11-02-32	4000

07-11-02-32	4100
07-11-02-32	4200
07-11-02-32	4300
07-11-02-32	4400
07-11-02-32	4600
07-11-02-32	4700
07-11-02-32	4800
07-11-02-32	4900
07-11-02-32	5000
07-11-02-32	5100
07-11-02-32	5200
07-11-02-32	6400
07-11-02-33	400
07-11-02-33	500
07-11-02-33	600
07-11-02-33	700
07-11-02-33	900
07-11-02-33	1900
07-11-02-33	2000
07-11-02-33	2100
07-11-02-33	2200
07-11-02-33	2300
07-11-02-33	2400
07-11-02-33	2500
07-11-03-00	200-01
07-11-03-00	200-02
07-11-03-00	204
07-11-03-00	205
07-11-03-00	206
07-11-03-41	900
07-11-03-44	100
07-11-03-44	101
07-11-03-44	102
07-11-03-44	200
07-11-03-44	300
07-11-03-44	400
07-11-03-44	500
07-11-03-44	600
07-11-03-44	700
07-11-03-44	800
07-11-03-44	900
07-11-03-44	5701
07-11-03-44	7300
07-11-03-44	9900
07-11-03-44	16800
07-11-03-44	16900
07-11-03-44	17800
07-11-03-44	17900
07-11-03-44	18000
07-11-03-44	18100
07-11-03-44	18200
07-11-03-44	18300
07-11-03-44	18301
07-11-03-44	18400
07-11-03-44	18500
07-11-10-11	100
07-11-10-11	300
07-11-10-14	3000
07-11-10-14	3001
07-11-10-14	3100
07-11-10-14	3200
07-11-10-14	3300
07-11-10-14	3400
07-11-10-14	3500
07-11-10-14	3600
07-11-10-14	3700
07-11-10-14	3800
07-11-10-14	3900
07-11-10-14	4000
07-11-10-14	4100
07-11-10-14	4200
07-11-10-14	4300
07-11-10-14	4400
07-11-10-14	4500
07-11-10-14	4600
07-11-10-14	4700
07-11-10-14	4800
07-11-10-14	4900
07-11-10-14	5000
07-11-10-14	5100
07-11-10-41	1600
07-11-10-41	1900
07-11-10-42	100
07-11-10-42	200
07-11-10-42	1700
07-11-10-42	8700
07-11-10-42	8800
07-11-10-42	8900
07-11-10-42	9000
07-11-10-42	9200
07-11-10-42	9201
07-11-10-42	9300
07-11-10-42	9400
07-11-10-42	9500
07-11-10-42	9600
07-11-10-42	9700
07-11-10-42	9800
07-11-10-42	9900
07-11-10-42	10000
07-11-10-42	10100
07-11-10-42	10200
07-11-10-42	10300
07-11-10-42	10400
07-11-10-42	10500

07-11-10-42	10600	07-11-10-42	20300
07-11-10-42	10700	07-11-10-42	20400
07-11-10-42	13200	07-11-10-42	20500
07-11-10-42	13300	07-11-10-42	20600
07-11-10-42	13400	07-11-10-42	20700
07-11-10-42	13500	07-11-10-42	20800
07-11-10-42	13600	07-11-10-42	20900
07-11-10-42	13700	07-11-10-42	21000
07-11-10-42	13900	07-11-10-42	21100
07-11-10-42	14000	07-11-10-42	21300
07-11-10-42	14100	07-11-10-42	21301
07-11-10-42	14200	07-11-10-42	21400
07-11-10-42	14300	07-11-10-42	21500
07-11-10-42	14900	07-11-10-42	21600
07-11-10-42	15001	07-11-19-42	21700
07-11-10-42	15100	07-11-10-42	21900
07-11-10-42	15200	07-11-10-42	21901
07-11-10-42	15300	07-11-10-42	22000
07-11-10-42	15400	07-11-10-42	22001
07-11-10-42	15500	07-11-10-42	22100
07-11-10-42	15501	07-11-10-42	22101
07-11-10-42	15600	07-11-10-42	22200
07-11-10-42	15700	07-11-10-42	22300
07-11-10-42	15800	07-11-10-42	22400
07-11-10-42	15801	07-11-10-42	22500
07-11-10-42	15900	07-11-10-43	200
07-11-10-42	16000	07-11-10-43	300
07-11-10-42	16100	07-11-10-43	400
07-11-10-42	16200	07-11-10-43	500
07-11-10-42	16300	07-11-10-43	600
07-11-10-42	18200	07-11-10-43	700
07-11-10-42	18300	07-11-10-43	800
07-11-10-42	18301	07-11-10-43	900
07-11-10-42	18400	07-11-10-43	1000
07-11-10-42	18500	07-11-10-43	1700
07-11-10-42	18600	07-11-10-43	1800
07-11-10-42	18700	07-11-10-43	1801
07-11-10-42	18800	07-11-10-43	1900
07-11-10-42	18900	07-11-10-43	2000
07-11-10-42	19100	07-11-10-43	2001
07-11-10-42	19200	07-11-10-43	2100
07-11-10-42	19300	07-11-10-43	2200
07-11-10-42	19400	07-11-10-43	2201
07-11-10-42	19402	07-11-10-43	3100
07-11-10-42	19500	07-11-10-43	3200
07-11-10-42	19600	07-11-10-43	3400
07-11-10-42	19700	07-11-10-43	3500
07-11-10-42	19800	07-11-10-43	3600
07-11-10-42	19900	07-11-10-43	3900
07-11-10-42	20000	07-11-10-43	4000
07-11-10-42	20100	07-11-10-43	4100
07-11-10-42	20200	07-11-10-43	4200

07-11-10-43	4500
07-11-10-43	4700
07-11-10-43	5000
07-11-10-43	5100
07-11-10-43	5200
07-11-10-43	5300
07-11-10-43	5400
07-11-10-43	5500
07-11-10-43	5600
07-11-10-43	5700
07-11-10-43	5800
07-11-10-43	5900
07-11-10-43	5901
07-11-10-43	6000
07-11-10-43	6100
07-11-10-43	6300
07-11-10-43	6301
07-11-10-43	6400
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07-11-10-43	6600
07-11-10-43	6601
07-11-10-43	6800
07-11-10-43	6801
07-11-10-43	7000
07-11-10-43	7001
07-11-10-43	7100
07-11-10-43	7101
07-11-10-43	7200
07-11-10-44	100
07-11-10-44	200
07-11-10-44	300
07-11-10-44	400
07-11-11-22	102
07-11-11-22	300
07-11-11-22'	500
07-11-11-22	701
07-11-11-22	702
07-11-11-22	800
07-11-11-22	900
07-11-11-22	1100
07-11-11-22	1200
07-11-11-22	1300
07-11-11-22	3500
07-11-11-22	3600
07-11-11-22	3601
07-11-11-22	3800
07-11-11-22	3900
07-11-11-23	300
07-11-11-23	400
07-11-11-23	401
07-11-11-23	403
07-11-11-23	600
07-11-11-23	700
07-11-15-11	300
07-11-15-11	301
07-11-15-11	500
07-11-15-11	600
07-11-15-11	700
07-11-15-11	701
07-11-15-11	801
07-11-15-12	400
07-11-15-12	401
07-11-15-12	500
07-11-15-12	700
07-11-15-12	800
07-11-15-12	800-21
07-11-15-12	900
07-11-15-12	1700
07-11-15-12	1800
07-11-15-12	1900
07-11-15-12	2000
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07-11-34-43	14900	07-11-34-44	800
07-11-34-43	15000	07-11-34-44	900
07-11-34-43	15200	07-11-34-44	1000
07-11-34-43	15300	07-11-34-44	1100
07-11-34-43	15301	07-11-34-44	1200
07-11-34-43	15400	07-11-34-44	1300
07-11-34-43	15500	07-11-34-44	1400
07-11-34-43	15600	07-11-34-44	1500
07-11-34-43	15700	07-11-34-44	1600
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07-11-34-43	16200	07-11-34-44	1900
07-11-34-43	16300	07-11-34-44	2000
07-11-34-43	16301	07-11-34-44	2100

07-11-34-44	2200
07-11-34-44	2300
07-11-34-44	2400
07-11-34-44	2500
07-11-34-44	2600
07-11-34-44	2700
07-11-34-44	2800
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07-11-34-44	3100
07-11-34-44	3200
07-11-34-44	3201
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07-11-34-44	6400
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07-11-34-44	6700
07-11-34-44	6800
07-11-34-44	6900
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07-11-34-44	7700
07-11-34-44	7800
07-11-34-44	7900
07-11-34-44	8000
07-11-34-44	8100
07-11-34-44	8200
07-11-34-44	8301
07-11-34-44	8303

Listed below are the Tax Lots added to the (1988) Year 2000 Development Plan with the **2014 Substantial Amendment**:

06-11-35-CB-00100
07-11-27-BD-00104
07-11-34-AD-00300-41
07-11-34-AD-00300-00
07-11-34-AD-00400
07-11-11-BC-00404
07-11-11-BC-00500
07-11-11-BB-00700
07-11-22-AA-01000
07-11-10-DD-01000
07-11-22-AA-01100
07-11-10-DD-01100
07-11-34-AA-01200
07-11-02-B0-01200
07-11-34-AA-01300
07-11-34-AA-01400
07-11-15-DB-01501
07-11-10-DA-01500
07-11-22-DB-01700
07-11-15-DB-01800-21
07-11-15-DB-01800
07-11-22-AD-02500
07-11-22-AD-02600
07-11-10-AD-02800-21
07-11-10-AD-02800
07-11-22-AA-03301
07-11-10-DC-03300
07-11-22-AA-03400
07-11-27-DD-03500
07-11-34-AA-04100
07-11-22-AA-04300
07-11-11-BB-04301
07-11-27-DD-04500
07-11-27-DD-04600
07-11-27-DD-04700
07-11-34-DA-04800
07-11-34-DA-04803
07-11-34-DA-05000
07-11-34-DA-05301
07-11-27-CA-05400
07-11-10-DD-05700
07-11-10-DD-05800
07-11-27-CA-05900
07-11-10-DD-05900
07-11-27-BA-12100
07-11-27-BA-12101
07-11-27-BA-12102
07-11-27-BA-12103
07-11-27-BA-12104
07-11-27-BA-12201
07-11-27-BA-12202
07-11-10-DC-12200
07-11-03-DC-12200
07-11-10-AA-16800



Lincoln City

Year 2000 Development Plan Substantial Amendment Boundary 2020

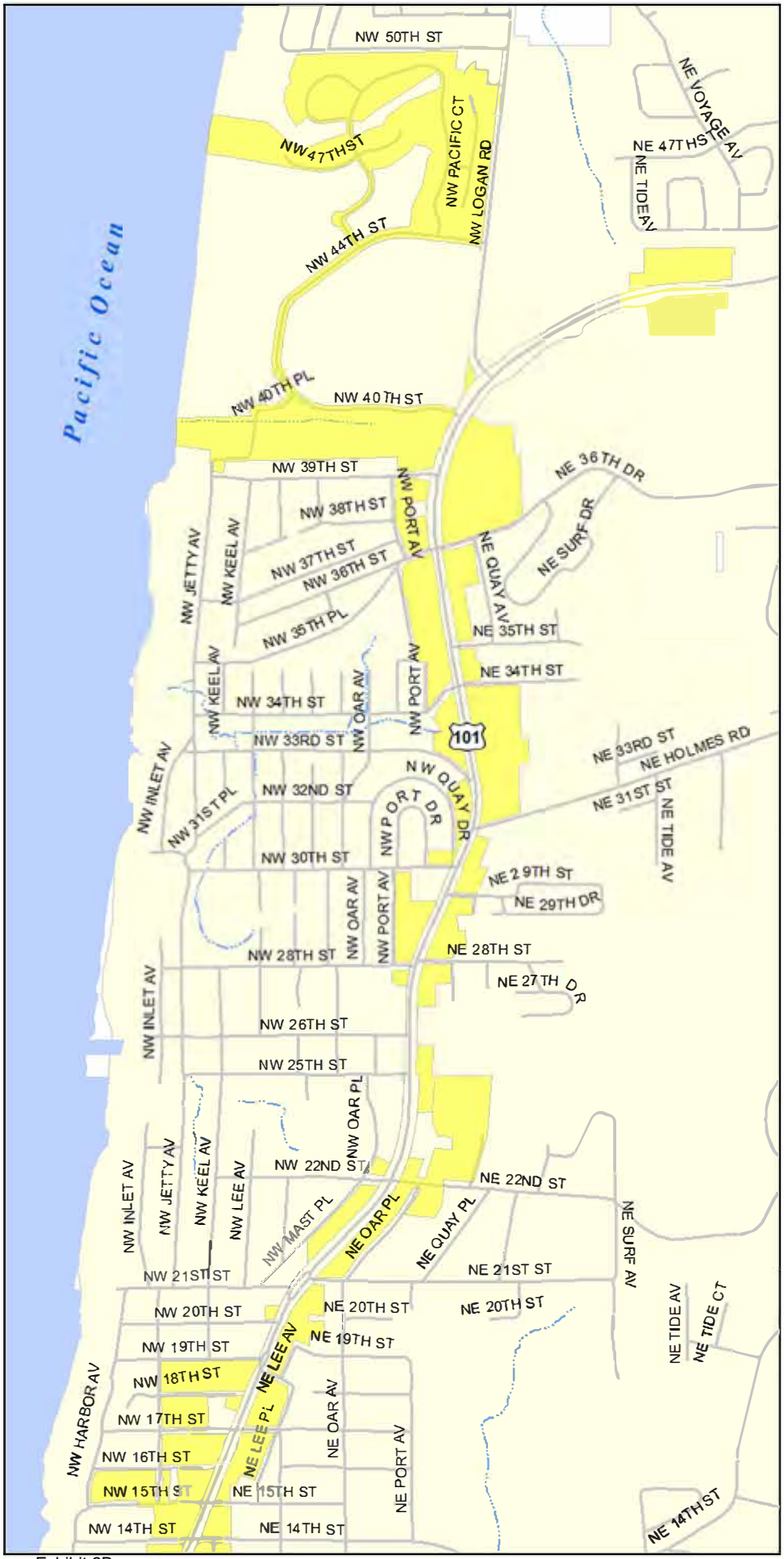
Urban Renewal District

City Limits

N

0 500 1000 Feet





Lincoln City

Year 2000 Development Plan Substantial Amendment Boundary 2020

Urban Renewal District

City Limits

N

Feet

0 500 1000





Lincoln City

Year 2000 Development Plan Substantial Amendment Boundary 2020

Urban Renewal District

City Limits

N

0 500 1000 Feet





Lincoln City

Year 2000 Development Plan Substantial Amendment Boundary 2020

Urban Renewal District

City Limits

N

0 500 1000 Feet





Lincoln City

Year 2000 Development Plan Substantial Amendment Boundary 2020

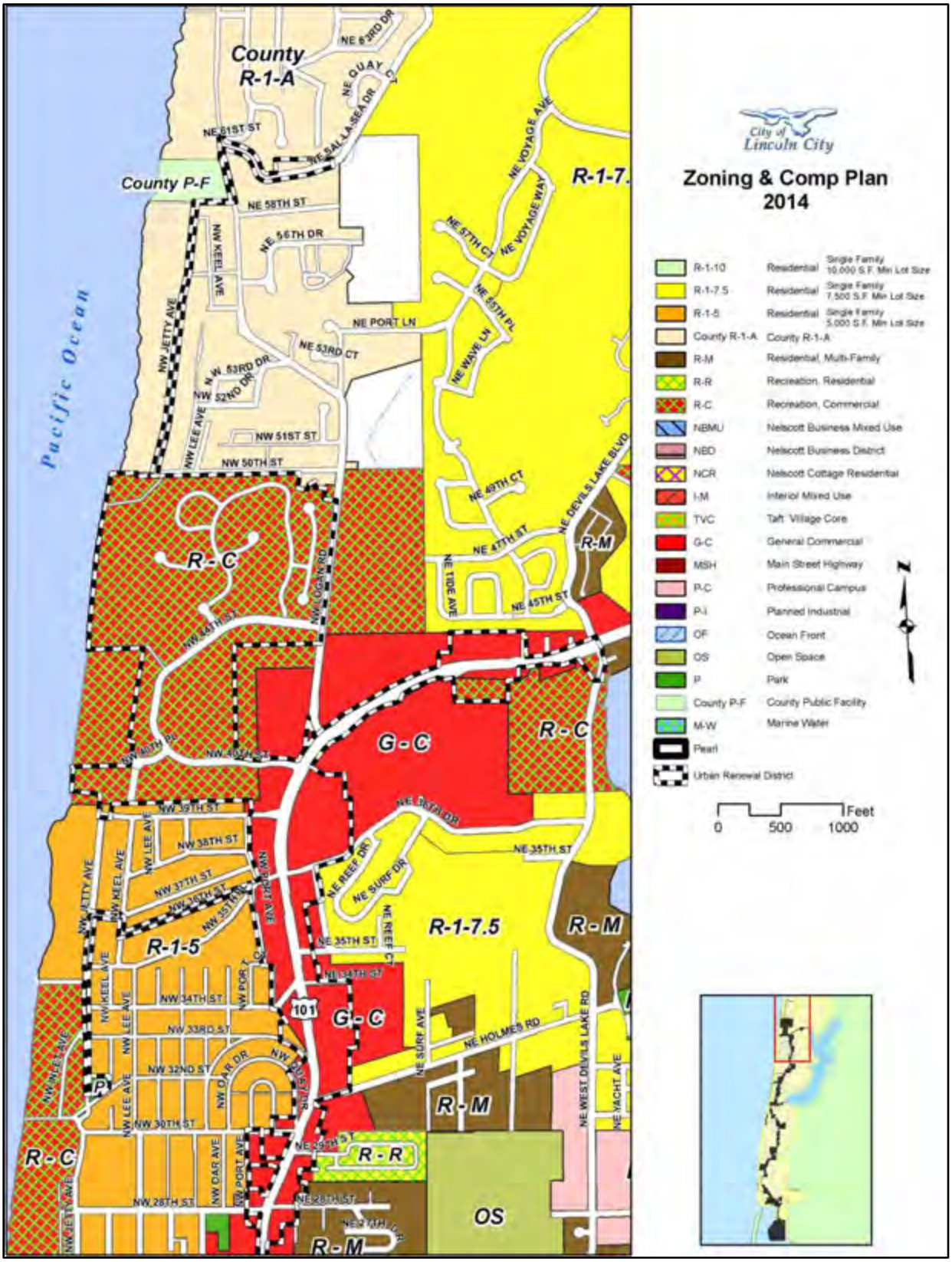
Urban Renewal District

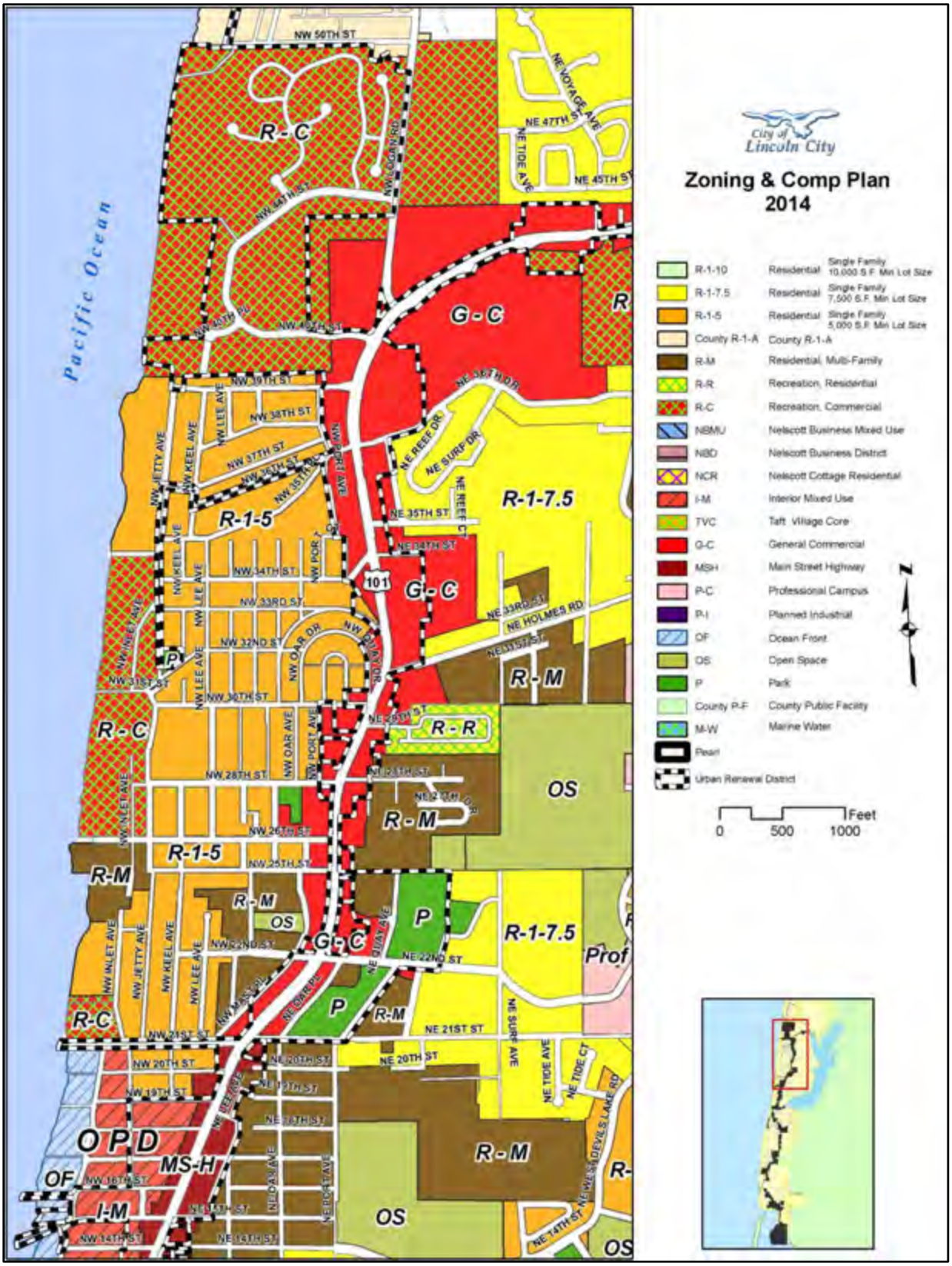
City Limits

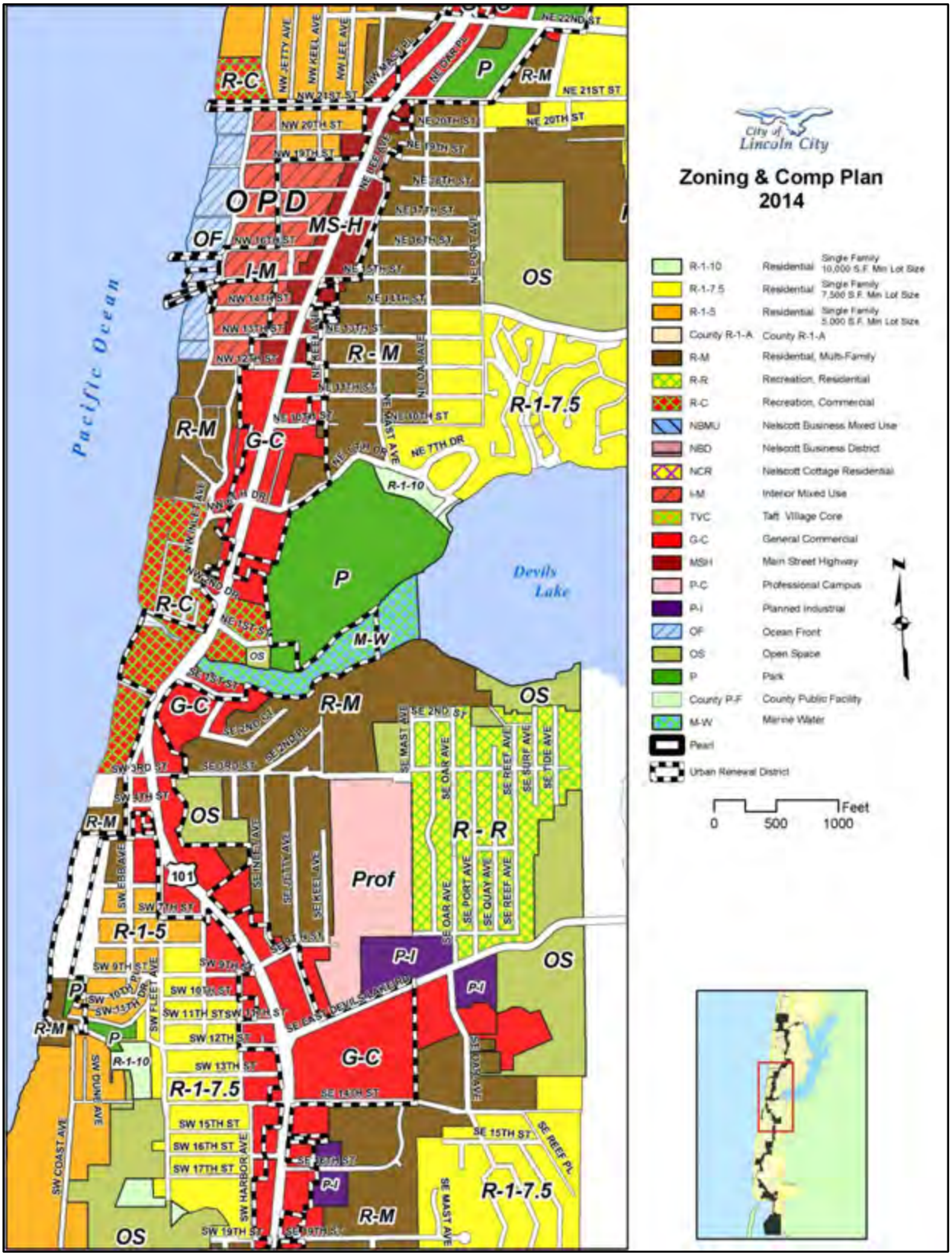
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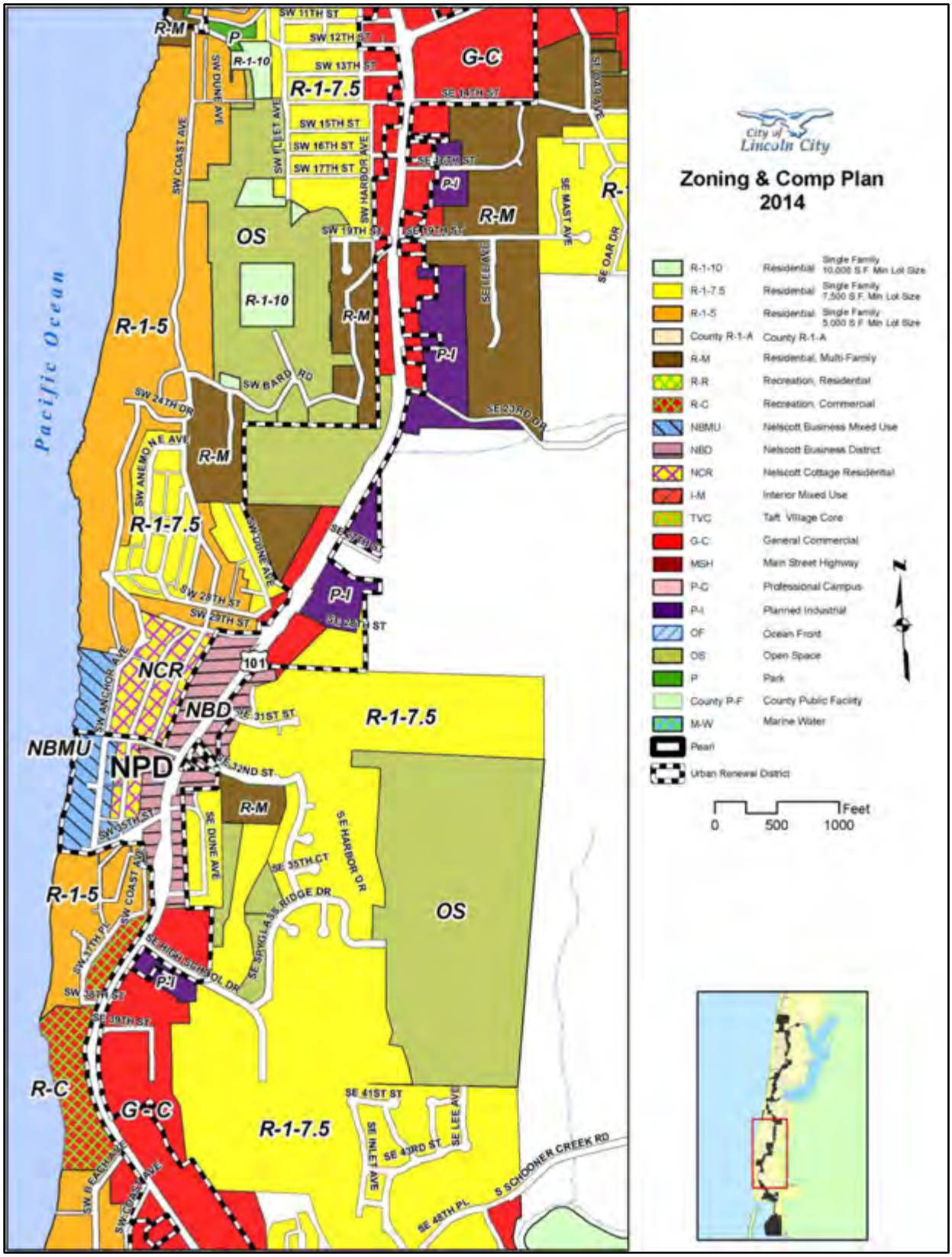
0 500 1000 Feet




Pacific Ocean
County R-1-A
County P-F
R-1-7.
R - C
G - C
R - C
R-1-5
R-1-7.5
R - M
G - C
R - M
R - C
R - R
OS
R - M
NE 61ST ST
NE 58TH ST
NE 56TH DR
NE PORT LN
NE 53RD CT
NW 53RD DR
NW 52ND DR
NW 51ST ST
NW 50TH ST
NE 49TH CT
NE 47TH ST
NE 45TH ST
NW 44TH ST
NW 40TH ST
NW 39TH ST
NW 38TH ST
NW 37TH ST
NW 36TH ST
NW 35TH ST
NE 35TH ST
NE 34TH ST
NW 34TH ST
NW 33RD ST
NW 32ND ST
NW 30TH ST
NW 28TH ST
NE 28TH ST
NE 27TH DR
NE 62ND DR
NE QUAY CT
NE SAL-LA-SEA DR
NE VOYAGE AVE
NE VOYAGE WAY
NE 57TH CT
NE 55TH PL
NE WAVE LN
NE DEVILS LAKE BLVD
NE TIDE AVE
NW OCEAN RD
NW JETTY AVE
NW KEEL AVE
NW LEE AVE
NW PORT AVE
NW OAR DR
NW PORT CT
NE REEF DR
NE SURF DR
NE REEF CT
NE HOLMES RD
NE WEST DEVILS LAKE RD
NE YACHT AVE
NW INLET AVE
NW JETTY AVE
101
P
City of Lincoln City
Zoning & Comp Plan 2014
R-1-10 Residential Single Family 10,000 S.F. Min Lot Size
R-1-7.5 Residential Single Family 7,500 S.F. Min Lot Size
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County R-1-A County R-1-A
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R-R Recreation, Residential
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NBMU Nelscott Business Mixed Use
NBD Nelscott Business District
NCR Nelscott Cottage Residential
I-M Interior Mixed Use
TVC Taft Village Core
G-C General Commercial
MSH Main Street Highway
P-C Professional Campus
P-I Planned Industrial
OF Ocean Front
OS Open Space
P Park
County P-F County Public Facility
M-W Marine Water
Pearl
Urban Renewal District
N
0 500 1000 Feet


Pacific Ocean
NW 50TH ST
R-C
NE VOYAGE AVE
NE 47TH ST
NE TIDE AVE
NE 45TH ST
NW 46TH ST
NW 45TH RD
NW 45TH PL
NW 43RD ST
G-C
NE 39TH DR
NW 39TH ST
NW 38TH ST
NW LEE AVE
NW JETTY AVE
NW KEEL AVE
NW 37TH ST
NW 36TH ST
NW 35TH ST
NW REEF AVE
NE REEF DR
NE SURF DR
NE REEF CT
R-1-5
R-1-7.5
NE 35TH ST
NE 34TH ST
NW PORT AVE
101
G-C
NW 33RD ST
NE HOLMES RD
NE 31ST ST
NW OAR DR
NW OAR AVE
NW 32ND ST
NW INLET AVE
NW 31ST ST
NW 30TH ST
R-M
R-C
NW OAR AVE
NW PORT AVE
NE 29TH ST
R-R
NW 28TH ST
NE 28TH ST
OS
NE 26TH DR
R-M
NW 26TH ST
R-1-5
NW 25TH ST
R-M
R-M
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NE 22ND ST
NW JETTY AVE
NW KEEL AVE
NW LEE AVE
NW INLET AVE
NW MAST PL
NE BEACH DR
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NW 21ST ST
NE 21ST ST
NE SURF AVE
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NE 20TH ST
NE TIDE AVE
NE TIDE CT
NW 19TH ST
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NE 18TH ST
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OF
NW 16TH ST
NE 16TH ST
I-M
NW 14TH ST
NE 14TH ST
NE 14TH ST
NE WESTDEVILS LAKE RD
OS
OS
City of Lincoln City
Zoning & Comp Plan
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M-W Marine Water
Pearl
Urban Renewal District
N
0 500 1000 Feet


Zoning & Comp Plan
2014
City of Lincoln City
Pacific Ocean
Devils Lake
R-1-10 Residential Single Family 10,000 S.F. Min Lot Size
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OF Ocean Front
OS Open Space
P Park
County P-F County Public Facility
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Pearl
Urban Renewal District
0 500 1000 Feet
N
OPD
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OF
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R-C
R-M
G-C
P
R-1-10
R-1-7.5
OS
M-W
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P-I
R-1-5
101
NW 22ND ST
NW 21ST ST
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NW 20TH ST
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SW 15TH ST
SW 16TH ST
SW 17TH ST
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SE 19TH ST
NW JETTY AVE
NW KEEL AVE
NW LEE AVE
NW MAST PL
NE OAK PL
NW BEE AVE
NE PORT AVE
NE OAK AVE
NE REEF AVE
NE 1ST AVE
NW INLET AVE
NW 3RD PL
SE MAST AVE
SE OAR AVE
SE PORT AVE
SE QUAY AVE
SE REEF AVE
SE SURF AVE
SE TIDE AVE
SE INLET AVE
SE JETTY AVE
SE KEEL AVE
SW EBB AVE
SW FLEET AVE
SW DUNE AVE
SW COAST AVE
SW HARBOR AVE
SE REEF PL


Zoning & Comp Plan
2014
City of Lincoln City
Pacific Ocean
R-M
P
R-1-10
SW 11TH ST
SW 12TH ST
SW 13TH ST
R-1-7.5
G-C
SW 15TH ST
SW 16TH ST
SW 17TH ST
SW COAST AVE
SW DUNE AVE
SW FLEET AVE
SW HARBOR AVE
SE 14TH ST
SE 17TH ST
P-I
R-M
OS
SW 19TH ST
SE 19TH ST
SE MAST AVE
SE OAR DR
R-1-10
R-M
R-1-5
SW BARD RD
SW 24TH DR
SE 23RD DR
SE FLEET AVE
P-I
SW ANEMONE AVE
R-M
R-1-7.5
SW DUNE AVE
SW 28TH ST
SW 29TH ST
P-I
SE 29TH ST
101
NCR
SW ANCHOR AVE
NBD
SE 31ST ST
R-1-7.5
NBMU
NPD
SE 32ND ST
SW 35TH ST
R-M
SE DUNE AVE
SE HARBOR DR
SE 35TH CT
R-1-5
SW COAST AVE
SE SKYGLASS RIDGE DR
OS
SW 37TH PL
SE HIGH SCHOOL DR
P-I
SW 38TH ST
SE 39TH ST
R-C
G-C
R-1-7.5
SE 41ST ST
SE INLET AVE
SE 43RD ST
SE LEE AVE
S SCHOONER CREEK RD
SW B EASHAM AVE
SW CORAL AVE
SE 48TH PL
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P Park
County P-F County Public Facility
M-W Marine Water
Pearl
Urban Renewal District
N
0
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1000
Feet

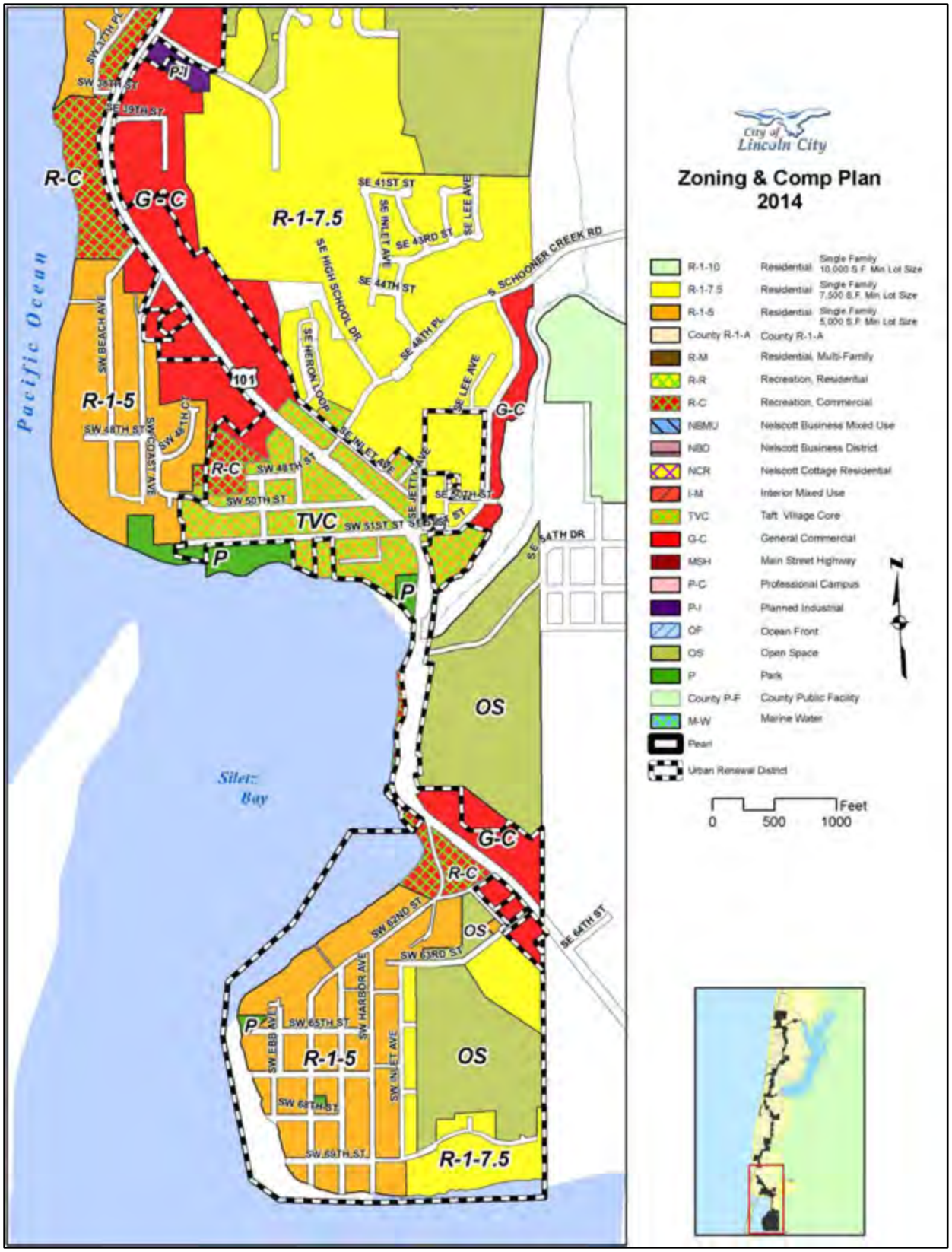
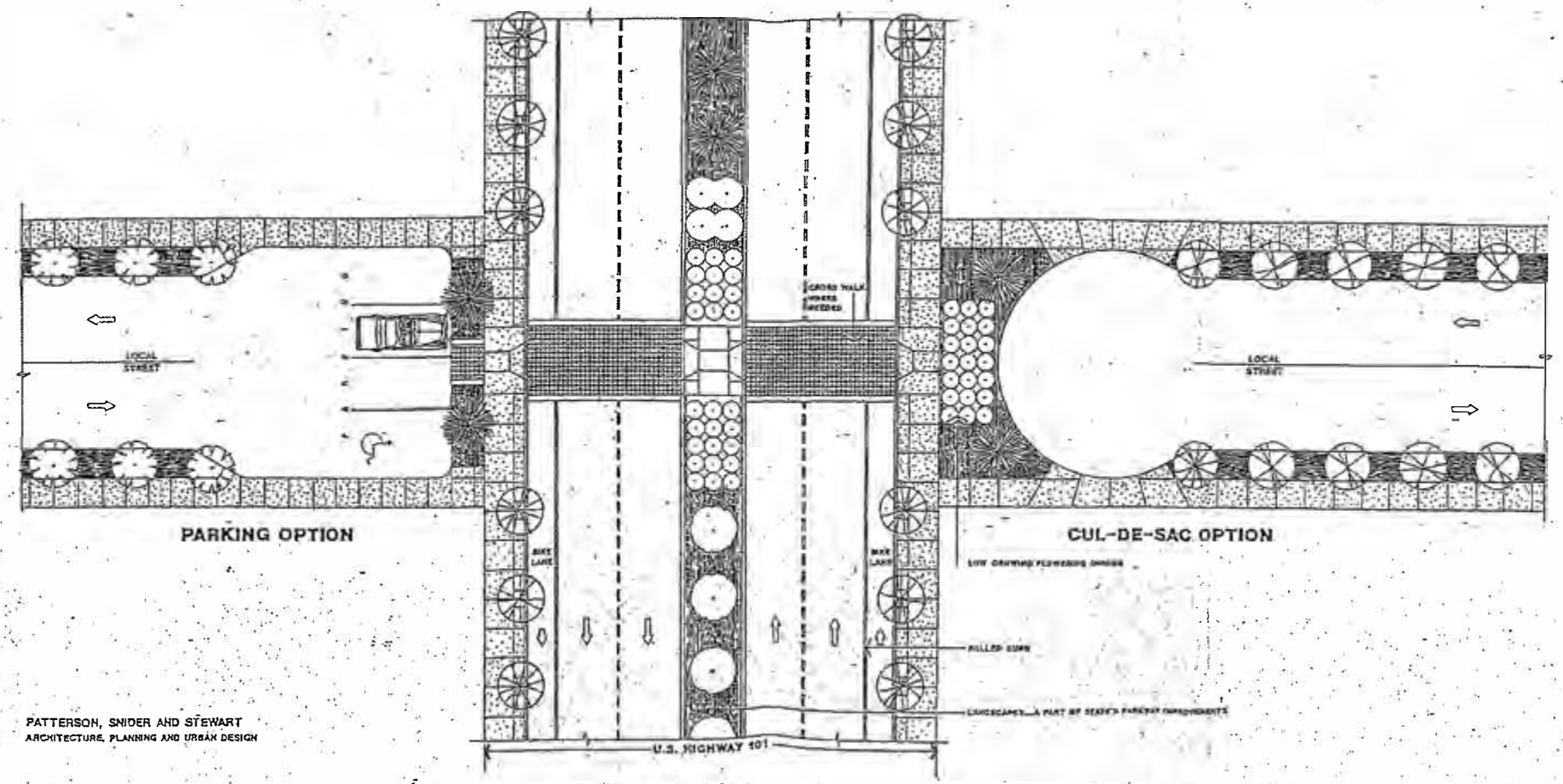

City of Lincoln City
Zoning & Comp Plan
2014
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Pearl
Urban Renewal District
0 500 1000 Feet
Pacific Ocean
Siletz Bay
R-C
G-C
R-1-7.5
R-1-5
TVC
OS
P
P-I
101
SE 41ST ST
SE INLET AVE
SE 43RD ST
SE LEE AVE
SE 44TH ST
S SCHOONER CREEK RD
SE HIGH SCHOOL DR
SE 48TH PL
SE HERON LOOP
SW BEACH AVE
SW 48TH ST
SW COAST AVE
SW 50TH ST
SW 51ST ST
SE JETTY AVE
SE 54TH DR
SW 62ND ST
SW 63RD ST
SE 64TH ST
SW HARBOR AVE
SW 65TH ST
SW EBB AVE
SW INLET AVE
SW 68TH ST
SW 69TH ST

EXHIBIT 4
CONCEPT PLAN

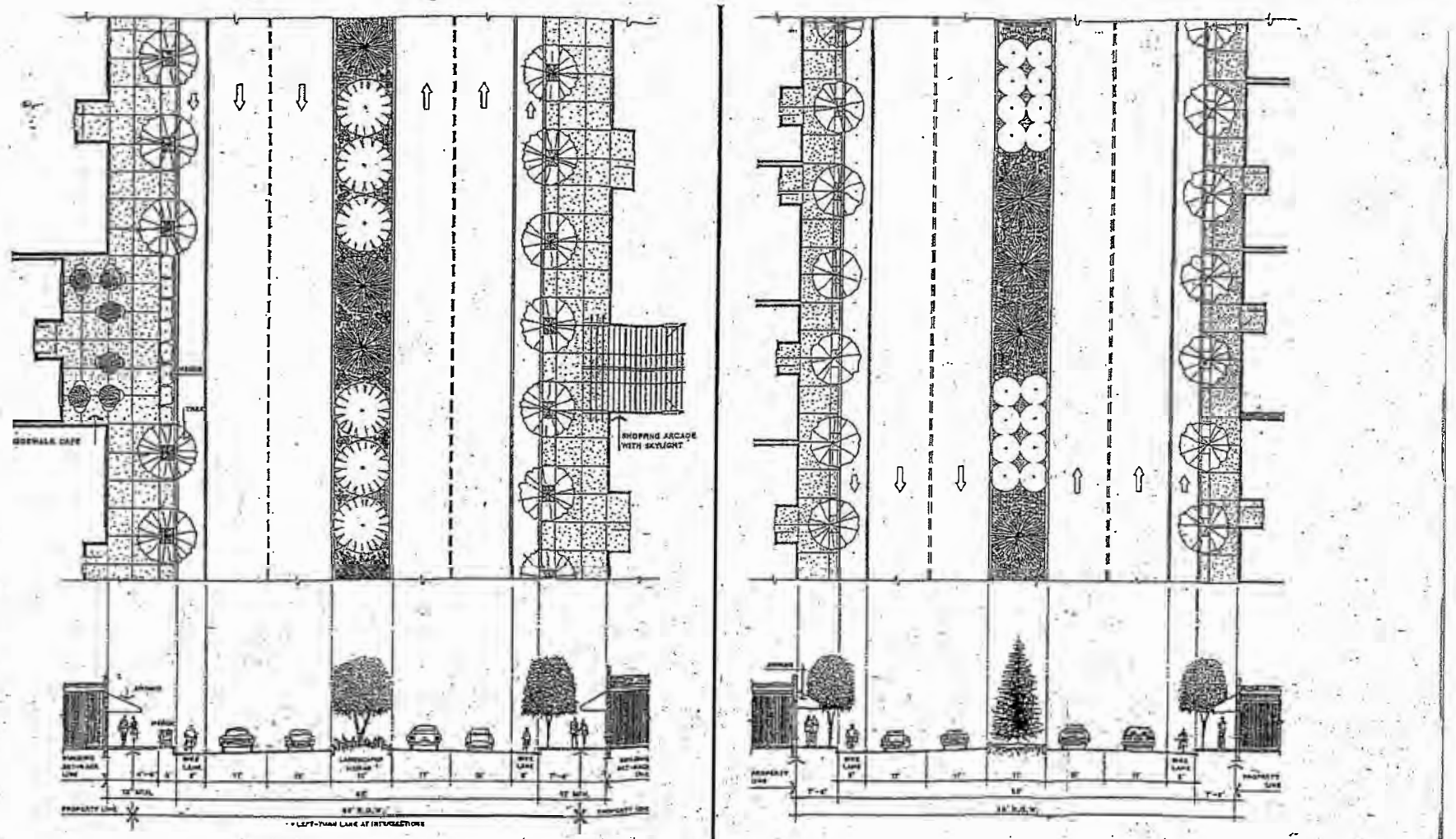
SIDE STREET CLOSURES INTERSECTING U.S. HIGHWAY 101 *

*INTENDED TO BE USED WHERE NON-SIGNALIZED, NON-ESSENTIAL STREET INTERSECTIONS EXIST ALONG U.S. HIGHWAY 101

A PART OF LINCOLN CITY'S URBAN RENEWAL PROGRAM



PATTERSON, SNIDER AND STEWART
ARCHITECTURE, PLANNING AND URBAN DESIGN



DEVELOPING AREAS WITH BUILDINGS SET-BACK 4'-6" MINIMUM ◀▶ EXISTING BUILT-UP AREAS WITH NO BUILDING SET-BACKS

PATTERSON, SNIDER AND STEWART
ARCHITECTURE, PLANNING AND URBAN DESIGN

PARKWAY AND PEDESTRIAN IMPROVEMENTS...U.S. HIGHWAY 101
A PART OF LINCOLN CITY'S URBAN RENEWAL PROGRAM

EXHIBIT 5
CONCEPT PLAN

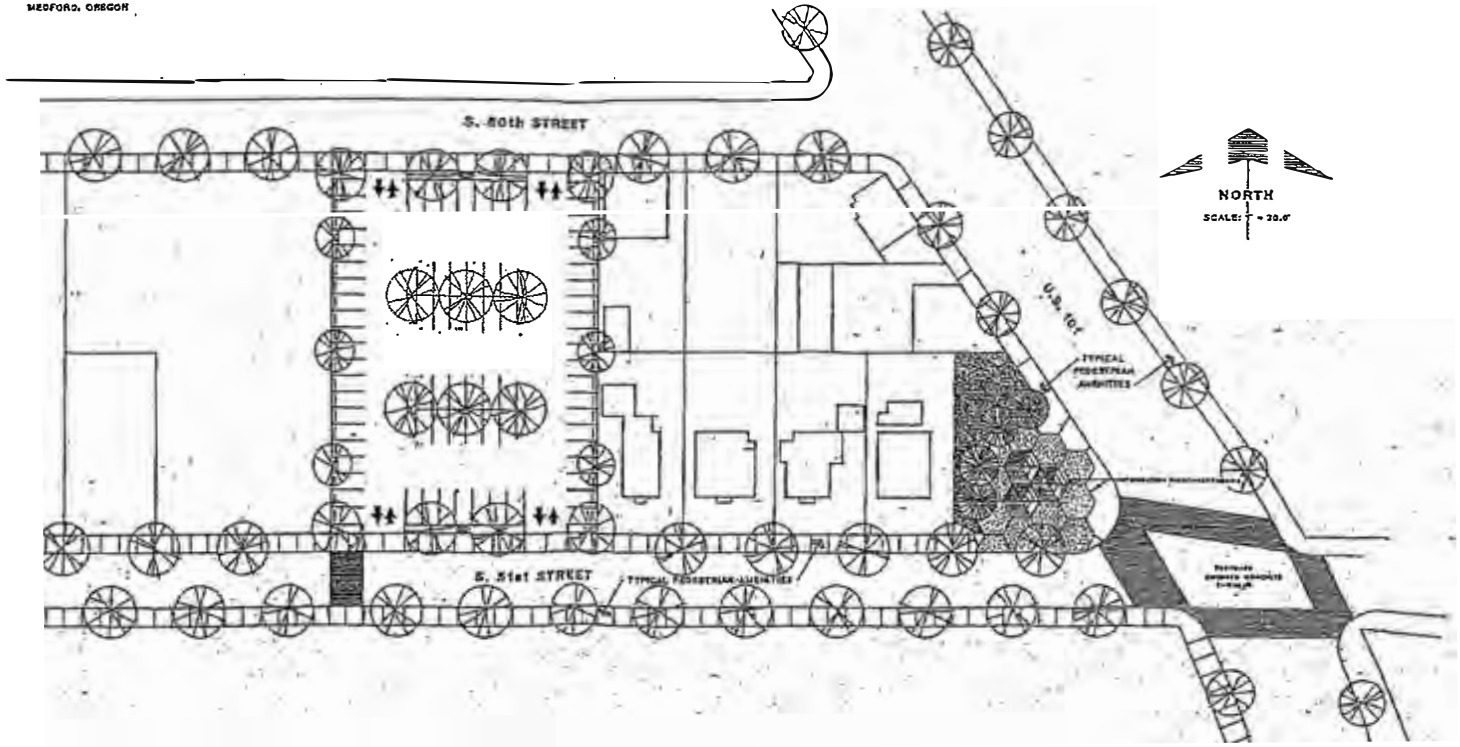
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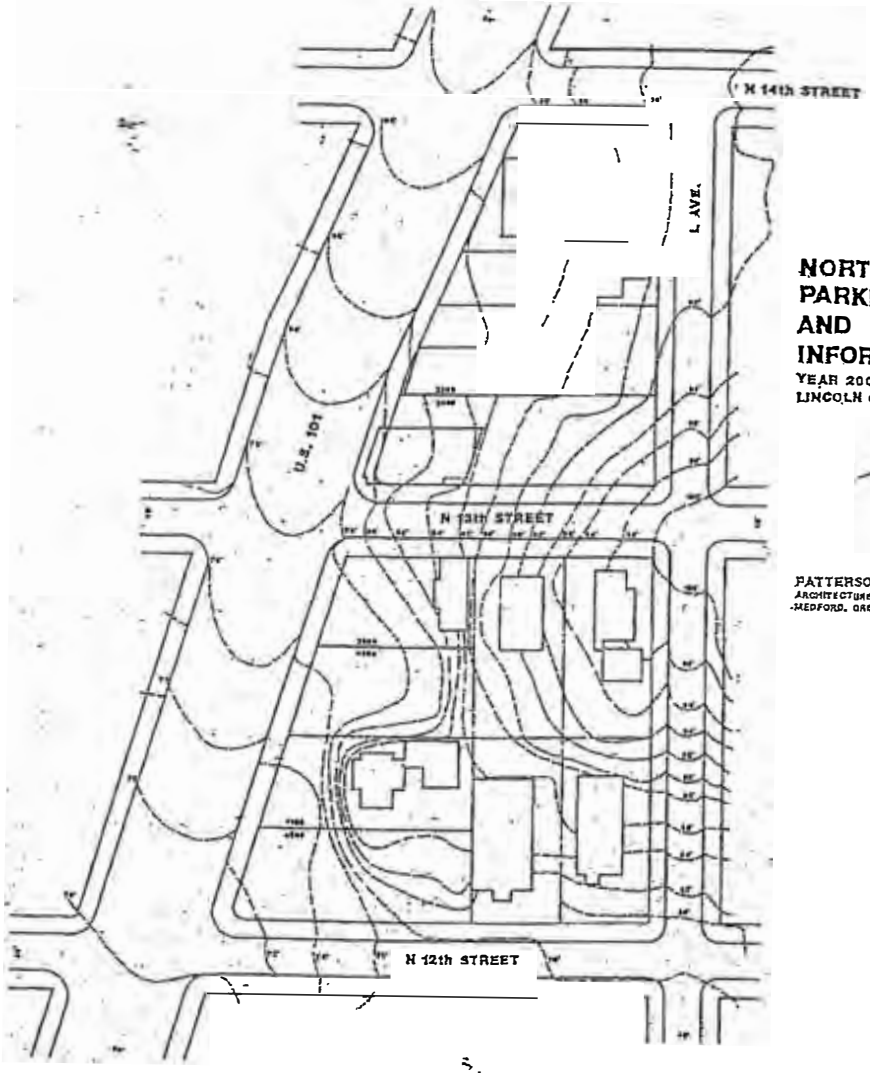
CONCEPT PLAN

SOUTH 51st STREET PARKING LOT AND TOURIST INFORMATION PLAZA

PATTERSON, SNIDER AND STEWART
ARCHITECTURE, PLANNING AND URBAN DESIGN
MEDFORD, OREGON

80 PARKING SPACES





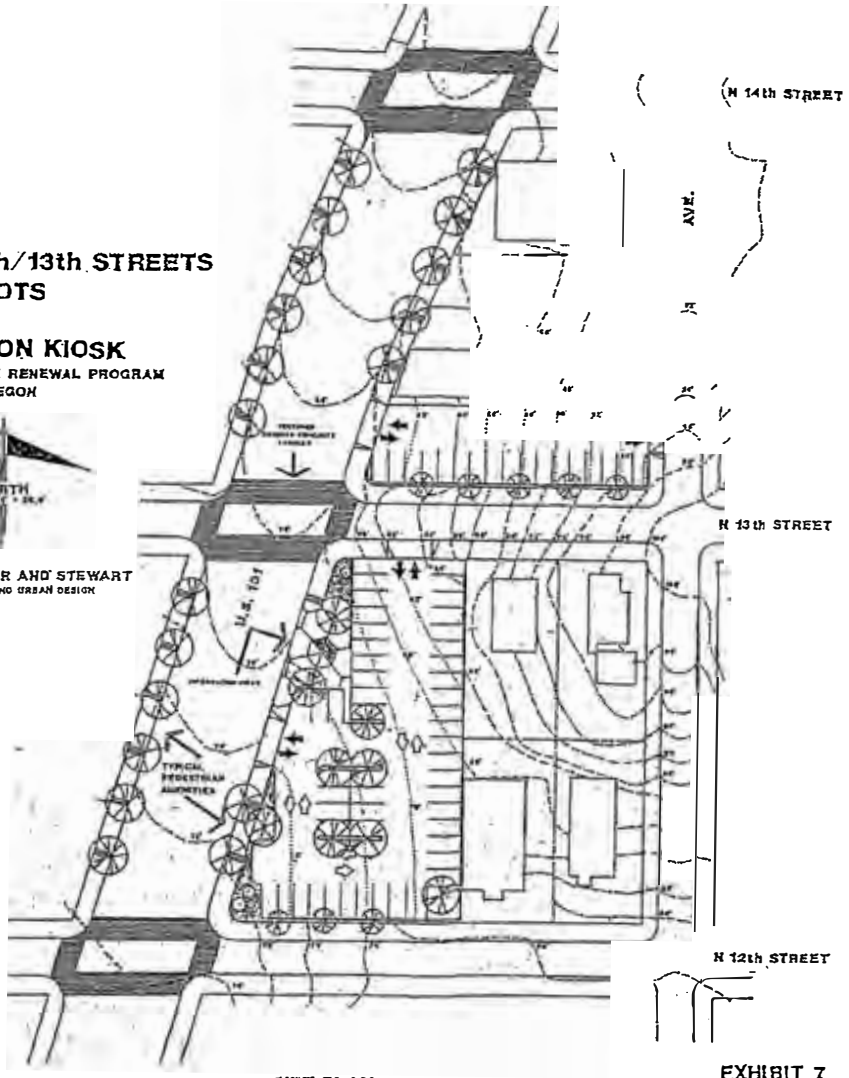
EXISTING SITE
ASSESSOR MAP 7 11 1d DC

NORTH 12th/13th STREETS PARKING LOTS AND INFORMATION KIOSK

YEAR 2000 URBAN RENEWAL PROGRAM
LINCOLN CITY, OREGON



PATTERSON, SNIDER AND STEWART
ARCHITECTURE, PLANNING AND URBAN DESIGN
MEDFORD, OREGON



SITE PLAN
51 CARS + 17 CARS = 68 CARS

EXHIBIT 7
CONCEPT PLAN

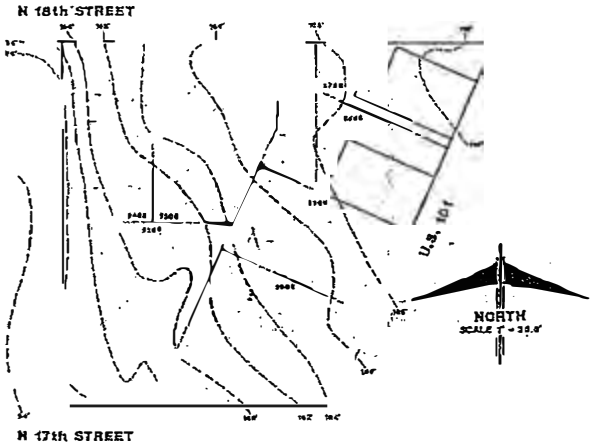
EXHIBIT 8

CONCEPT PLAN

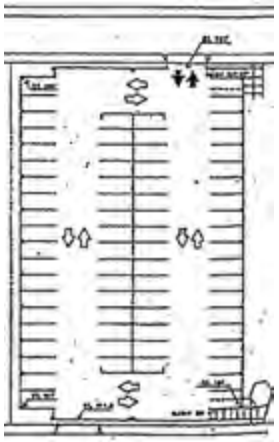
NORTH 17th/18th STREETS TWO LEVEL PARKING DECK AND TOURIST INFORMATION PLAZA

YEAR 2000 URBAN RENEWAL PROGRAM
LINCOLN CITY, OREGON

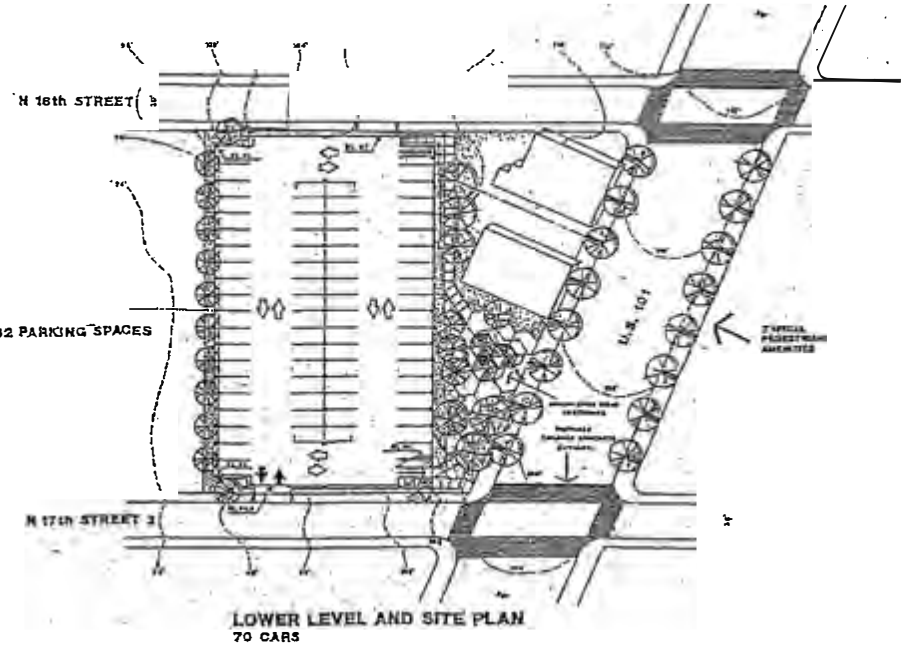
PATTERSON, SHIDER AND STEWART
ARCHITECTURE, PLANNING AND URBAN DESIGN
MEDFORD, OREGON



EXISTING SITE
ASSESSOR MAP 7 11 10 DB



UPPER LEVEL PLAN
72 CARS



LOWER LEVEL AND SITE PLAN
70 CARS

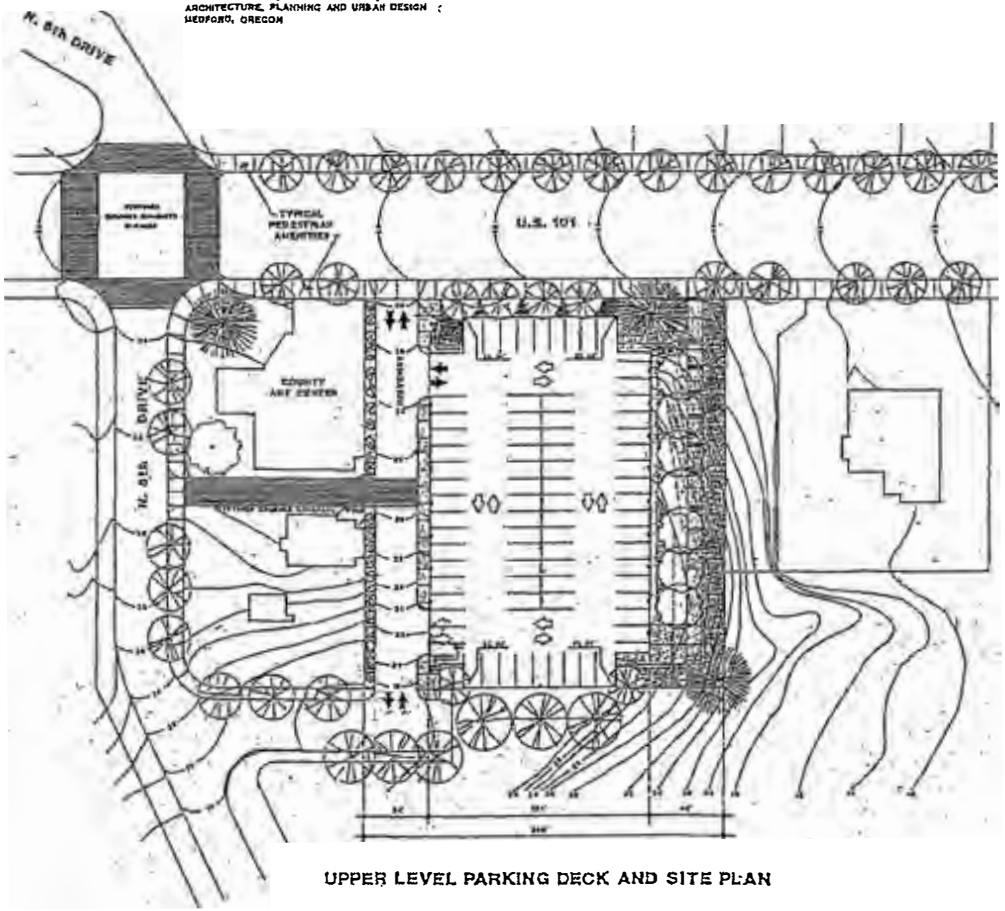
EXHIBIT 9

CONCEPT PLAN

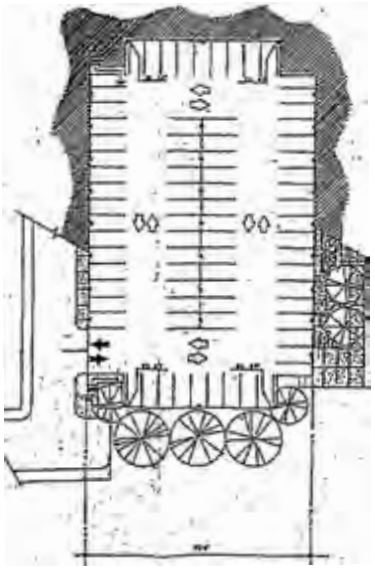
TWO LEVEL PARKING STRUCTURE ON U. S. 101 NEAR N. 6th DRIVE

PATTERSON, SNIDER AND STEWART
ARCHITECTURE, PLANNING AND URBAN DESIGN
MEDFORD, OREGON

152 PARKING SPACES



UPPER LEVEL PARKING DECK AND SITE PLAN



LOWER LEVEL PARKING DECK

CONCEPT PLAN

EXHIBIT 10

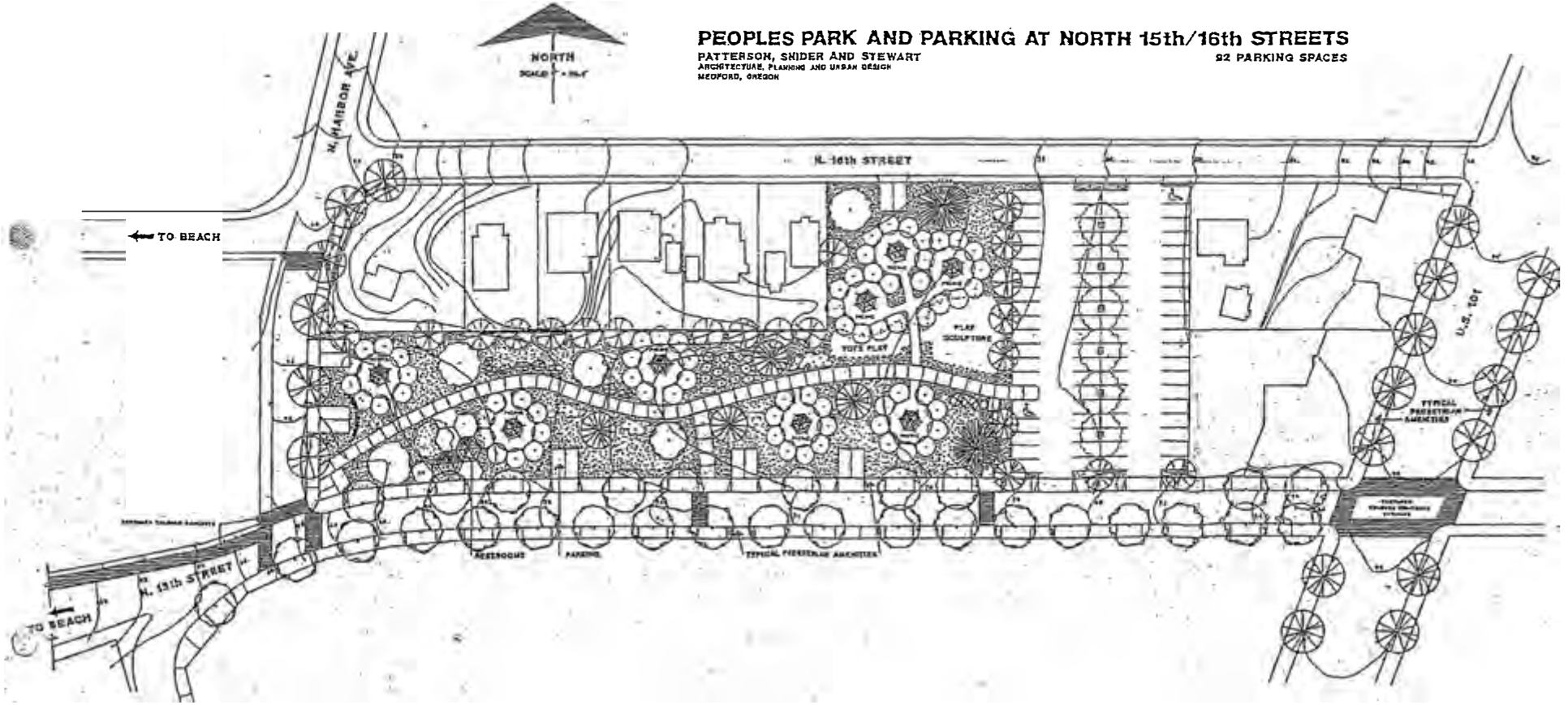


EXHIBIT 11

ENR INDEX FOR ADJUSTING COST ESTIMATES OF AGENCY ACTIVITIES

The ENR Index for Construction Costs for Seattle (Northwest) will be used to adjust March 1, 1988 dollar figures to establish current dollar values for any subsequent year.

The ENR Index for Construction is published weekly by:

Engineering News Record
McGraw-Hill, Publisher
1221 Avenue of the Americas
New York, New York 10020
Phone: (212) 512-2000

The 1988 dollar figures used for construction estimates of projects and activities were established as of March 1, 1988 when the ENR Index equalled 4725.03. Annually, for the month of March of subsequent years, these construction cost estimates shall be adjusted upward or downward, as the case may be, by using the ENR Index for Construction reported for March of each subsequent year.

An example of how the indexing process is herein intended to function, using March 1987 and March 1988 figures, is as follows:

Index Point Change

Index points for March 1988 = 4725.03

Index points for March 1987 = -4632.68

Equals Index Point Change = 92.35 points

Index Percent Change

Index Point Change divided by March 1987 Index =

92.35 divided by 4632.68 = 0.0199344

0.0199344 x 100 = 1.99344%

Under this example, there is an increase in construction costs of 1.99344% between March 1987 and March 1988. Each $1,000 cost amount in 1987 would equate to a 1988 value of $1,019.93.

EXHIBIT 12

RELOCATION AND REAL PROPERTY ACQUISITION POLICY OUTLINE

Prior to the Agency acquiring any property which will cause households, businesses, industries, offices, or other occupants to be displaced, the Agency shall prepare, adopt and maintain a relocation and real property acquisition policy. Such policies shall comply with the provisions of ORS 281.045 through 281.105, with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and with this Policy Outline.

I. MOVING AND RELATED EXPENSES FOR RELOCATES

A. Whenever acquisition activity of the Agency will result in the displacement of any person or business, the Agency shall make a payment to any displaced person upon proper application as approved by the Agency for:

1. Actual reasonable expenses in moving himself, his family, business, or other personal property;

2. Actual direct losses of tangible personal property as a result of moving or discontinuing a business, but not to exceed an amount equal to the reasonable expenses that would have been required to relocate such property, as determined by the Agency; and

3. Actual reasonable expenses in searching for a replacement business.

B. Any displaced person eligible for payments under subsection A, above, who is displaced from a dwelling and who elects to accept the payments authorized by this subsection in lieu of the payments authorized by such subsection A may receive a moving expense allowance, determined according to a schedule established by the Agency not to exceed $300; and a dislocation allowance of $200.

C. Any displaced person eligible for payments under subsection A, above, who is displaced from his place of business and who elects to accept the payment authorized by this subsection in lieu of the payment authorized by such subsection A, may receive a fixed payment in an amount equal to the average annual net earnings of the business, except that such payment

shall be not less than $2,500 nor more than $10,000. In the case of a business no payment shall be made under this subsection unless the Agency is satisfied that the business (1) cannot be relocated without a substantial loss of its existing patronage, and (2) is not a part of a commercial enterprise having at least one other establishment not being acquired by the Agency which is engaged in the same or similar business. For the purposes of this subsection, the term "average annual net earnings" means one-half of any net earnings of the business, before Federal, State and local income taxes, during the two taxable years immediately preceding the taxable year in which such business moves from the real property acquired for such project, or during such other period as the Agency determines to be more equitable for establishing such earnings, and includes any compensation paid by the business to the owner, his spouse, or his dependents during such period.

II. REPLACEMENT HOUSING FOR HOMEOWNER

A. In regard replacement housing for homeowners, the Agency's Relocation Policy shall include the following:

1. In addition to payments otherwise authorized by the Relocation Policy, the Agency shall make an additional payment not in excess of $15,000 to any displaced person who is displaced from a dwelling actually owned and occupied by such displaced person for not less than one hundred and eighty days prior to the initiation of negotiations for the acquisition of the property. Such additional payment shall include the following elements:

a. The amount, if any, which when added to the acquisition cost of the dwelling acquired by the Agency, equals the reasonable cost of a comparable replacement dwelling which is a decent, safe, and sanitary dwelling adequate to accommodate such displaced person, reasonably accessible to public services and places of employment and available on the private market. All determinations required to carry out this subparagraph shall be made in accordance with standards established by the Agency making the additional payment.

b. The amount, if any, which will compensate such displaced person for any increased interest costs which such person is required to pay for financing the acquisition of any

such comparable replacement dwelling. Such amount shall be paid only if the dwelling acquired by the Agency was encumbered by a bona fide mortgage which was a valid lien on such dwelling for not less than one hundred and eighty days prior to the initiation of negotiations for the acquisition of such dwelling. Such amount shall be equal to the excess in the aggregate interest and other debt service costs of that amount of the principal of the mortgage on the replacement dwelling which is equal to the unpaid balance of the mortgage on the acquired dwelling, over the remainder term of the mortgage on the acquired dwelling, reduced to discounted present value. The discount rate shall be the prevailing interest rate paid on savings deposits by commercial banks in the general area in which the replacement dwelling is located.

c. Reasonable expenses incurred by such displaced person for evidence of title, recording fees, and other closing costs incident to the purchase of the replacement dwelling, but not including prepaid expenses.

2. The additional payment authorized by this subsection shall be made only to such a displaced person who purchases and occupies a replacement dwelling which is decent, safe, and sanitary not later than the end of the one year period beginning on the date on which he receives from the Agency final payment of all costs of the acquired dwelling, or on the date on which he moves from the acquired dwelling, whichever is the later date.

B. The Agency may, upon application by a mortgagee, insure any mortgage (including advances during construction) on a comparable replacement dwelling executed by a displaced person assisted under this section, which mortgage is eligible for insurance under any State or Federal law administered by such Agency notwithstanding any requirements under such law relating to age, physical condition, or other personal characteristics of age, physical condition, or other personal characteristics of eligible mortgagors, and may make commitments for the insurance of such mortgage prior to the date of execution of the mortgage.

III. REPLACEMENT HOUSING FOR TENANTS AND CERTAIN OTHERS

A. In addition to amounts otherwise authorized by the Agency's Relocation Policy, the Agency shall make a payment to or for any displaced person displaced from any dwelling not eligible to receive a payment under Section II, above, which dwelling was actually and lawfully occupied by such displaced person for not less than ninety days prior to the initiation of negotiations for acquisition of such dwellings. Such payment shall be either:

1. The amount necessary to enable such displaced person to lease or rent for a period not to exceed four years, a decent, safe, and sanitary dwelling of standards adequate to accommodate such person in areas not generally less desirable in regard to public utilities and public and commercial facilities, and reasonably accessible to his place of employment, but not to exceed $4,000, or
2. The amount necessary to enable such person to make a downpayment (including incidental expenses described in section II-A-1-c) on the purchase of a decent, safe, and sanitary dwelling of standards adequate to accommodate such person in areas not generally less desirable in regard to public utilities and public and commercial facilities, but not to exceed $4,000, except that if such amount exceeds $2,000, such person must equally match any such amount in excess of $2,000, in making the downpayment.

B. If Federal funds are used by the Agency, share costs of providing payments and assistance with the Federal Government in the manner and to the extent required by sections 211 (a) and (b) of the Federal Uniform Relocation Assistance and real Property Acquisition Policy Act of 1970; and

C. Appoint such officers, enter into such contracts, utilize federal funds (if appropriate) for planning and providing comparable replacement housing, and take such other actions as may be necessary to comply with the conditions and requirements of such Federal Act.

IV. RELOCATION ASSISTANCE ADVISORY SERVICES

A. Whenever the acquisition of real property for a program or project undertaken by the Agency will result in the displacement of any person, the Agency shall provide a relocation assistance advisory program for displaced person which shall offer the services described in

subsection (C) of this section. If the Agency determines that any person occupying property immediately adjacent to the real property acquired is caused substantial economic injury because of the acquisition, he may offer such person relocating advisory services under such program.

B. Federal and State agencies administering programs which may be of assistance to displaced persons covered by the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 shall cooperate to the maximum extent feasible with the Agency activity which may cause the displacement to assure that such displaced persons receive the maximum assistance available to them.

C. Each relocation assistance advisory program required by subsection (A) of this section shall include such measures, facilities, or services as may be necessary to appropriate in order to:

1. Determine the need, if any, of displaced persons, for relocation assistance.

2. Provide current and continuing information on the availability, prices and rentals, of comparable decent, safe, and sanitary sales and rental housing, and of comparable commercial properties and locations for displaced businesses;

3. Assure that, within a reasonable period of time, prior to displacement there will be available in areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and individuals displaced, decent, safe, and sanitary dwellings, as defined by the Agency, equal in number to the number of and available to such displaced persons who require such dwellings and reasonably accessible to their places of employment, except that the Agency may prescribe by regulation situations when such assurances may be waived;

4. Assist a displaced person displaced from his business in obtaining and becoming established in a suitable replacement location;

5. Supply information concerning Federal and State housing programs, disaster loan programs, and other Federal or State programs offering assistance to displaced persons; and

6. Provide other advisory services to displaced persons in order to minimize hardships to such persons in adjusting to relocation;

D. The Agency shall coordinate relocation activities with project work, and other planned or proposed Agency actions in the Urban Renewal Area or nearby areas which may affect the carrying out of relocation assistance programs.

V. HOUSING REPLACEMENT BY Agency AS LAST RESORT

A. If a Agency activity cannot proceed to actual construction because comparable replacement sale or rental housing is not available, and the Agency determines that such housing cannot otherwise be made available, the Agency may take such action as is necessary or appropriate to provide such housing by use of funds authorized for such project.

B. No person shall be required to move from his dwelling on account of any Agency activity, unless the Agency is satisfied that replacement housing, in accordance with Section IV-C-3, is available to such person.

VI. SPECIFIC RELOCATION PLANS

A specific Relocation Plan shall be prepared by the Agency for any activity or project of the Agency which will result in the displacement of any individual, family or business. Such specific Relocation Plan shall conform to the Relocation Policy prepared and adopted by the Agency, and shall include the following:

A. A site occupant survey to identify relocation needs and ability to pay;

B. In the case of rehousing individuals or families, identify housing resources by numbers, size, rent or sales price expected to be available during the displacement period;

C. An acquisition and relocation time schedule;

D. An estimate of relocation costs; and

E. A specific Relocation Program.

VII. OTHER RELOCATION POLICIES

A. BUSINESS REQUIRED TO MAKE STATE TAX RETURNS AND RECORDS AVAILABLE FOR AUDIT.

To be eligible for relocation payment, a business must make its state income tax returns and its financial statements and accounting records available for audit for confidential use to determine the payment authorized.

B. DECISION ON BENEFITS; HEARING; REVIEW

Any person who applies for relocation benefits or assistance shall receive the Agency's written decision on the application which shall include the statement of the amount awarded, if any, the statutory basis for the award, and the statement of any finding of fact that the public entity made in arriving at its decision. A person aggrieved by said written decision shall be entitled to a hearing substantially of the character required by ORS 183.415, 183.425, 183.450, 183.460 and 183.470, unless federal state or local law provides otherwise. Notice required by ORS 183.415 must be served within 180 days of the receipt of the written decision by the aggrieved party. The decision of the public entity shall be reviewable pursuant to ORS 183.480.

C. CONSTRUCTION

Nothing in ORS 281.060 to 281.090 shall be construed as creating, in any condemnation proceedings brought under the power of eminent domain, any element of value or of damage not in existence immediately prior to May 7, 1971.

D. FEDERAL LAW CONTROLS WHEN USING FEDERAL FUNDS

In any instance where the Agency may receive federal financial assistance and is thereby required to comply with applicable federal laws and regulations relating to relocation assistance, such federal laws and regulations shall control should there be any conflict with ORS 281.045 to 281.060, 281.085 and ORS 381.105.

E. RELOCATION WITHIN NEIGHBORHOOD; NOTICE PRIOR TO MOVE; COSTS AND ALLOWANCES.

1. A public entity undertaking urban renewal shall make all reasonable efforts to insure that all displaced persons shall have the option to relocate within their urban renewal or development neighborhood or area and shall not be displaced, except temporarily as required by emergency, until appropriate residential units shall become available to them within their neighborhood or

area and within their financial means.

2. Except as required by emergency, no displaced person shall be required to move from any real property without first having written notice from the Agency at least 90 days prior to the date by which the move is required. In no case shall any displaced person be required to move until the Agency notifies the person in writing of all costs and allowances to which such person may become entitled under federal, state or local law.

VIII. UNIFORM POLICY ON ACQUIRING REAL PROPERTY

A. In order to encourage and expedite the acquisition of real property by agreements with owners, to avoid litigation and relieve congestion in the courts, to assure consistent treatment for owners in the Urban Renewal Area, and to promote public confidence in Agency's land acquisition practices, the Agency shall, to the greatest extent practicable, be guided by the following policies:

1. The Agency shall make every reasonable effort to acquire expeditiously real property by negotiation.

2. Real property shall be appraised before the initiation of negotiations, and the owner or his designated representative shall be given an opportunity to accompany the appraiser during his inspection of the property.

3. Before the initiation of negotiations for real property, the Agency shall establish an amount which they believe to be just compensation therefor and shall make a prompt offer to acquire the property for the full amount so established. In no event shall such amount be less than the Agency's approved appraisal of the fair market value of such property. Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property. The Agency shall provide the owner of real property to be acquired with a written statement of, and summary of the basis for, the amount they

established as just compensation. Where appropriate the just compensation for the real property acquired and for damages to remaining real property shall be separately stated.

4. No owner shall be required to surrender possession of real property before the Agency pays the agreed purchase price, or deposits with the court in accordance with section 1 of the Act of February 26, 1931 (46 Stat. 1421; 40 U.S.C. 258a), for the benefit of the owner, an amount not less than the agency's approved appraisal of the fair market value of such property, or the amount of the award of compensation in the condemnation proceeding for such property.

5. The construction or development of a public improvement shall be so scheduled that, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from a dwelling, or to move his business, without at least ninety days' written notice from the Agency, of the date by which such move is required.

6. If the Agency permits an owner or tenant to occupy the real property acquired on a rental basis for a short-term or for a period subject to termination by the Agency on short notice, the amount of rent required shall not exceed the fair rental value of the property to a short-term occupier.

7. In no event shall the Agency either advance the time of condemnation, or defer negotiations or condemnation and the deposit of funds in court for the use of the owner, or take any other action coercive in nature, in order to compel an agreement on the price to be paid for the property.

8. If any interest in real property is to be acquired by exercise of the power of eminent domain. The Agency shall institute formal condemnation proceedings. The Agency shall not intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of his real property.

9. If the acquisition of only part of a property would leave its Owner with an uneconomic remnant, the Agency shall offer to acquire the entire property.

IX. BUILDINGS, STRUCTURES AND IMPROVEMENTS

A. Notwithstanding any other provision of law, if the Agency acquires any interest in real property in Urban Residential Area, the Agency shall acquire at least an equal interest in all buildings, structures, or other improvements located upon the real property so acquired and which they require to be removed from such real property or which they determine will be adversely affected by the use to which such real property will be put.

B. Compensation:

1. For the purpose of determining the just compensation to be paid for any building, structure, or other improvement required to be acquired by subsection A of this section, such building, structure, or other improvement shall be deemed to be a part of the real property to be acquired notwithstanding the right or obligation of a tenant, as against the owner of any other interest in the real property, to remove such building, structure, or improvement at the expiration of his term, and the fair market value which such building, structure, or improvement contributes to the fair market value of the real property to be acquired, or the fair market value of such building, structure, or improvement for removal from the real property, whichever is the greater, shall be paid to the tenant therefor.

2. Payment under this subsection shall not result in duplication of any payments otherwise authorized by law. No such payment shall be made unless the owner of the land involved disclaims all interest in the improvements of the tenant. In consideration for any such payment, the tenant shall assign, transfer, and release to the Agency all his right, title, and interest in and to such improvements. Nothing in this subsection shall be construed to deprive the tenant of any rights to reject payment under this subsection and to obtain payment for such property interests in accordance with applicable law, other than this subsection.

X. EXPENSES INCIDENTAL TO TRANSFER OF TITLE TO THE Agency OF THE URBAN RENEWAL AGENCY.

The Agency, as soon as practicable after the date of payment of the purchase price or the date of deposit in court of funds to satisfy the award of compensation in a condemnation proceeding to acquire real property, whichever is the

earlier, shall reimburse the owner, to the extent the head of such agency deems fair and reasonable, for expenses he necessarily incurred for:

A. Recording fees, transfer taxes, and similar expenses incidental to conveying such real property to the Agency;

B. Penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering such real property; and

C. The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the Agency, or the effective date of possession of such real property by the Agency, whichever is the earlier.

XI. LITIGATION EXPENSES.

A. The court having jurisdiction of a proceeding instituted by the Agency to acquire real property by condemnation shall award the owner of any right, or title to, or interest in, such real property such sum as will in the opinion of the court reimburse such owner for his reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred because of the condemnation proceedings, if:

1. The final judgment is that the Agency cannot acquire the real property by condemnation; or
2. The proceeding is abandoned by the Agency.

B. Any award made pursuant to subsection A of this section shall be paid by the Agency for whose benefit the condemnation proceeds are instituted.

C. In any instance where Federal funds are used by the Agency, the court rendering a judgment for the plaintiff in a proceeding brought under section 1346 (a) (2) or 1491 of title 28, United States Code, awarding compensation for the taking of property by the Agency or the Attorney General effecting a settlement of any such proceeding, shall determine and award or allow to such plaintiff, as a part of such judgment or settlement, such sum as will in the opinion of the court or the Attorney General reimburse such plaintiff for his reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred because of such proceedings.

RESOLUTION NO. UR89 - 1

A RESOLUTION FURTHER CLARIFYING THE NARRATIVE LEGAL DESCRIPTION OF THE YEAR 2000 DEVELOPMENT PLAN ... AN URBAN RENEWAL PLAN OF THE CITY OF LINCOLN CITY, OREGON.

WHEREAS, the members of the City Council of Lincoln City, Oregon serve as the Urban Renewal Agency of Lincoln City pursuant to the provisions of ORS 457.045(3); and

WHEREAS, on October 27, 1988, the City Council of Lincoln City, Oregon, by Council Ordinance No. 88-16, approved an Urban Renewal Plan known as the YEAR 2000 DEVELOPMENT PLAN; and

WHEREAS, said Urban Renewal Plan contained a Narrative Legal Description of the boundary of such Plan, known as EXHIBIT 1, Legal Description for Year 2000 Development Plan, Lincoln City, Oregon; and

WHEREAS, said Urban Renewal Plan, including said legal description and an accompanying Report, was recorded in the Office of the County Clerk of Lincoln County, Oregon, pursuant to the provisions of ORS 457.125; and

WHEREAS, pursuant to ORS 457.430 the Office of the County assessor of Lincoln County, Oregon, was requested, in writing, to certify the true cash value of the Urban Renewal Area as shown on the county tax roll last equalized prior to the effective date of Council Ordinance No. 88-16; and

WHEREAS, the above described legal description made reference to some 245 tax lots by said County Assessor's tax map and tax lot numbers; and

WHEREAS, said County Assessor's office, in a written communication the City Manager of Lincoln City, requested that the narrative legal description of said Urban Renewal Boundary be clarified by including therein the Deed reference number and date of recording with the Clerk of Lincoln County of each tax lot used to describe such boundary; and

WHEREAS, Lyle A. Stewart, urban renewal advisor to the Lincoln City City Council and the person responsible for the preparation of the above described Urban Renewal Plan, was requested by said City Manager to provide the clarifications required; and

WHEREAS, Lyle A. Stewart researched the official records of Lincoln County and prepared the clarifications to said narrative legal description requested by said Lincoln County Assessor's Office; and

WHEREAS, such clarifications were adopted by Council Resolution No. 89-4; and

WHEREAS, the office of the Assessor of Lincoln County has requested that further clarifications to the Plan description be made; and

WHEREAS, Lyle A. Stewart has prepared the further clarifications to said narrative legal description requested by said Lincoln County Assessor's office, which description is attached hereto as Exhibit 1; and

WHEREAS, Section 1201 of the Urban Renewal Plan provides that minor changes to the plan such as this clarification to the legal description may be made by approved resolution of the Urban Renewal Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY AS FOLLOWS:

1. The Urban Renewal Agency of the City of Lincoln City finds that the requested clarifications do not alter in any way the physical boundary of the Year 2000 Development Plan area approved by said City Council by Ordinance 88-16; and

2. That this Resolution, pursuant to the provisions of Section 1201 of the Year 2000 Development Plan, be approved as a "Minor Change" --- a clarification of language --- to Exhibit "1", Legal Description for Year 2000 Development Plan, Lincoln City, Oregon; and

3. That a copy of this Resolution, including the attached clarified legal description, which by this reference is incorporated herein, be recorded in the official records of the Clerk of Lincoln County, Oregon; and

4. That a copy of this Resolution, including the attached clarified legal description, be transmitted immediately to the Office of the Assessor Lincoln County, Oregon.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 30th day of November, 1989.

Sam Cribbs

SAM CRIBBS, CHAIR

ATTEST:

D. W. Works

D. W. WORKS, CITY RECORDER

D. W. WORKS CITY RECORDER CITY OF LINCOLN CITY OREGON

I certify that I have compared the (attached-foregoing) Ordinance consisting of 3 page(s) with the original in this office, that I am the custodian, and that it is a true and correct copy.
Lincoln City, Oregon Dated: 12/18/89

D. W. Works

EXHIBIT 1

LEGAL DESCRIPTION FOR

YEAR 2000 DEVELOPMENT PLAN

LINCOLN CITY, OREGON

Beginning at the corner common to sections 2 and 3 Township 7 South, Range 11 West and sections 34 and 35 Township 6 South, Range 11 West, Willamette Meridian, Lincoln City, Oregon;

1. thence easterly along the north line of section 2 to the most northeast corner of tax lot 100, Lincoln County Assessor's Plat 7-11-2-20, Deed reference mf 177-1448 (December 26, 1986) in the records of the Lincoln County Clerk, hereinafter referred to as "Deed reference";
2. thence clockwise around said lot 100 to the west right of way of N. Logan Road;
3. thence easterly across N. Logan Road to the east right of way line;
4. thence southerly to a point of intersection with the prolongation of the south line of tax lot 605, of said plat, Deed reference mf 166-974 (November 14, 1985);
5. thence westerly along the south line to the northeast corner of tax lot 205, Tax Assessor's Plat 7-11-3, Deed reference mf 48-1900 (May 3, 1974);
6. thence southerly along the east line of said lot to the northwest corner of tax lot 604, Tax Assessor's Plat 7-11-2-20, Deed reference mf 177-1448 (December 26, 1986);
7. thence easterly along the north line of said lot to the northwesterly right of way of U.S. Highway 101;
8. thence northeasterly along said right of way line to the most southwest corner of tax lot 1000, of said plat, Deed ference 110-3 (March 8, 1946);
9. thence clockwise around said lot 1000 to the northwest corner of tax lot 500, Tax Assessor's Plat 7-11-2-24, Deed reference mf 187-1217 (November 10, 1987);
10. thence easterly along the north line of said lot 500 and lot 400, of said plat, Deed reference mf 187-1217 (November 10, 1987), and the prolongation there of to the east right of way line of N. E. 4th Street;
11. thence southerly along said line to the north right of way line of U.S. Highway No. 101;
12. thence easterly along right of way line to the northerly prolongation of the easterly right of way line of N. E. West Devils Lake Road;
13. thence southerly across Highway 101 to the east right of way line of 1st Street (N. E. West Devils Lake Road);

14. thence southerly along the easterly right of way line of said 1st Street and N. E. West Devils Lake Drive to a point directly opposite of the southeast corner of tax lot 1203, Tax Assessor's plat 7-11-2-24, Deed reference mf 115-1554 (August 15, 1980);
15. thence across N. E. West Devils Lake Drive to said corner, of said tax lot 1203;
16. thence northwesterly along the westerly lot line to the south right of way line of U.S. Highway 101;
17. thence westerly along said right of way to the northeast corner of tax lot 700, of said plat, Deed reference mf 40-449 (March 22, 1973);
18. thence southerly to the southeast corner of said lot;
19. thence westerly along south line of said lot and tax lot 600, of said plat, Deed reference mf 130-1192 (February 9, 1982), to a point on the east line of tax lot 700 Assessor's Plat 7-11-2-20, Deed reference mf 84-1193 (February 22, 1978);
20. thence clockwise around said lot 700 to the southerly right of way line of U.S. Highway 101;
21. thence southerly along said right of way to the northwest corner of tax lot 1100, said plat, Deed reference mf 161-1871 (June 13, 1985);
22. thence counterclockwise around said lot to the southeast corner thereof;
23. thence southerly to a point on the north line of tax lot 300, Assessor's Plat 7-11-2-32, Deed reference mf 186-590 (September 30, 1987);
24. thence easterly to the northeast corner thereof;
25. thence southerly along the east line of said lot 300 and tax lot 400, of said plat and prolongation there of, Deed reference mf 186-665 (October 2, 1987), to the south right of way line of N. E. 36th Drive;
26. thence southwesterly along said right of way to the easterly right of way line of N. E. Quay Avenue;
27. thence southerly along said right of way to a point of intersection with the east prolongation of the south line of lot 5100, of said plat, Deed reference mf 157-1750 (January 25, 1985);
28. thence westerly along said line to the northeast corner of tax lot 5200, of said plat, Deed reference mf 124-2151 (June 16, 1981);
29. thence southerly along the east line of said lot and tax lot 6400, of said plat, Deed reference mf 197-1748 (October 11, 1988), to the southeast corner thereof;
30. thence easterly to the northeast corner of tax lot 400, Tax Assessor's Plat 7-11-2-33, Deed reference mf 80-861 (October 19, 1977);
31. thence southerly along the east line of said lot 400 and tax lot 500, of said plat, Deed reference mf 123-2132 (May 11, 1981); to the north right of way line of N.E. 34th Street;
32. thence easterly to a point of intersection with the north

prolongation of the east line of tax lot 600, said plat, **Deed reference mf 198-423 (October 25, 1988);**

33. thence southerly along said east line of said Lot 600 and tax lot 700, of said plat, **Deed reference mf 160-2153 (May 13, 1985)**, to the southeast corner thereof;
34. thence easterly to the northeast corner of tax lot 900, of said tax plat, **Deed reference 291-154 (July 1, 1962);**
35. thence clockwise around said lot to the north east corner of tax lot 1900, said plat, **Deed reference mf 88-874 (June 6, 1978);**
36. thence southerly along the east line of said lot 1900 and tax lot 2200, **Deed reference mf 61-450 (December 8, 1975)**, of said plat, and prolongation there of to the south right of way line of N. E. Holmes Road;
37. thence southwesterly along the right of way to the northwest corner of tax lot 2500, of said plat, **Deed reference mf 21-287 (September 21, 1970);**
38. thence southeasterly along the north line of said lot 2500 to the northeast corner thereof;
39. thence southerly along east line of said lot 2500 and tax lots 2300, **Deed reference mf 66-518 (July 9, 1976)**, and 2400, **Deed reference mf 113-350 (May 21, 1980)**, of said plat to a point on the north line of tax lot 102, Assessor's Plat 7-11-11-22, **Deed reference mf 140-1067 (April 29, 1983);**
40. thence clockwise around said lot 102 to the north right of way line of N. E. 29th Street;
41. thence south across said N. E. 29th Street; to the northwest corner of tax lot 119, of said plat, **Deed reference mf 20-47 (July 23, 1970);**
42. thence southerly along the westerly line of said lot 119, to a point on the north line of tax lot 120 of said plat, **Deed reference mf 17-1827 (March 31, 1970);**
43. thence westerly on said north line and north line of tax lot 400, of said plat, **Deed reference mf 35-592 (July 26, 1972)**, to a point on the east line of tax lot 500, of said plat, **Deed reference mf 168-605;**
44. thence southerly along the said east line of said lot 500 and tax lot 1100, of said plat, **Deed reference mf 191-1052 (April 13, 1988)**, to the southeast corner thereof;
45. thence westerly to the northeast corner of tax lot 1300, of said plat, **Deed reference 129-810 (December 9, 1981);**
46. thence southerly to the north right of way line of N. E. 28th Street;
47. thence east to a point of intersection with the north prolongation of the east right of way line of N.E. Quay Avenue;
48. thence southerly along said right of way line to a point of intersection with the east prolongation of the south line of tax lot 3500, of said plat, **Deed reference 230-228 (October 11, 1962);**
49. thence westerly to the southwest corner of said lot 3500;
50. thence southerly along the west line of tax lots 3701, Deed

reference 276-58 (March 20, 1967), 3700, Deed reference mf 193-2126, and 4000 of said plat, Deed reference mf 77-206 (July 15, 1977), to a point on the north line of tax lot 4100, of said plat, Deed reference mf 123-1294 (April 27, 1981);

51. thence westerly to the easterly right of way line of U.S. Highway 101;
52. thence southerly along said right of way to the north right of way line of N. E. 22nd Street;
53. thence easterly along said north right of way line to the southeast corner of tax lot 402, Tax Assessor's Plat 7-11-11-23, Deed reference 258-193 (August 12, 1965);
54. thence counterclockwise around said lot 402 to a point on the easterly line of tax lot 405, said plat, Deed reference mf 157-1299 (January 21, 1985);
55. thence northerly along the east line of said lot 405 and tax lot 404, of said plat, to the northwest corner of tax lot 401, of said plat, Deed reference 218-560 (September 12, 1961);
56. thence easterly along the north line of said lot 401 and 300, Deed reference 196-87 (November 3, 1958), to the northeast corner thereof;
57. thence southerly along the east line of said lot 300 and the east right of way line of N. E. Reef Avenue to the south right of way line of N. E. 22nd Street;
58. thence westerly along the south right of way line to the easterly right of way line of N. E. Quay Place;
59. thence southerly along the easterly right of way line to the south right of way line of N. E. 21st Street;
60. thence westerly along the south right of way line to the easterly right of way line of U.S. Highway 101;
61. thence southerly to the northwest corner of tax lot 21900, Tax Assessor's Plat 7-11-10-42, Deed reference mf 141-424 (June 1, 1983);
62. thence easterly along the north line of said lot 21900 and tax lot 1600, Tax Assessor's Plat 7-11-10-41, Deed referenced mf 141-424 (June 1, 1983), to the north east corner thereof;
63. thence southerly along the east line of said lot 1600 and 1900, of said plat, Deed reference mf 190-2003 (March 21, 1988) to the southeast corner thereof;
64. thence westerly to the southwest corner of said lot 1900;
65. thence southerly to the south right of way of N. E. Lee Avenue;
66. thence following the right of way line of N. E. Lee Avenue and N. E. Lee Place to the northeast corner of tax lot 100, Tax Assessor's Plat 7-11-10-44, Deed reference 127-474 (August 12, 1948);
67. thence southerly along the east line and the south prolongation thereof to the south right of way line of N. E. 15th Street;
68. thence westerly along the south right of way line to the

easterly right of way line of U.S. Highway 101;

69. thence southerly along the easterly right of way line to the southwest corner of tax lot 3300, Tax Assessor's Plat 7-11-10-43, **Deed reference mf 178-1647 (January 23, 1987);**
70. thence easterly along the south line of said lot 3300 and east prolongation thereof to the east right of way line of N. E. Keel Avenue;
71. thence southerly along the east right of way line to a point of intersection with the south right of way line of N. E. 13th Street;
72. thence westerly to the northeast corner of tax lot 3900, of said plat, **Deed reference mf 109-1943 (February 5, 1980);**
73. thence southerly along the east line of said lot 3900 and tax lots 4000, 4100 and 4200, of said plat, **all recorded by Deed reference mf 109-1943 (February 5, 1980),** to the north right of way line of N. E. 12th Street;
74. thence easterly along the north right of way line to the east right of way line of N. E. Keel Avenue;
75. thence southerly along the east right of way line to the south right of way line of N. E. 11th Street;
76. thence westerly along the south right of way line to the northeast corner of tax lot 6300, of said plat, **Deed reference mf 185-2242 (September 24, 1987);**
77. thence southerly along the east line of said lot 6300 and tax lot 6601, **Deed reference mf 193-2010 (June 27, 1988);** of said plat, and the south prolongation to the south right of way line of N. E. 10th Street;
78. thence westerly along the south right of way line to the easterly right of way line of U.S. Highway 101;
79. thence southerly along the easterly right of way line to the northwest corner of tax lot 900, Tax Assessor's Plat 7-11-15-12, **Deed reference mf 107-831 (November 13, 1979);**
80. thence easterly to the west right of way line of the alley;
81. thence northerly along the west right of way line to end of alley;
82. thence easterly to the north east corner of tax lot 400, of said plat, **Deed reference 222-498 (February 21, 1962);**
83. thence easterly to the southeast corner of tax lot 400, Tax Assessor's Plat 7-11-15-11; **Deed reference 231-359 (January 23, 1963);**
84. thence northerly to the northeast corner of said lot 400;
85. thence easterly along the north line of tax lot 300, **Deed reference mf 116-1363 (September 12, 1980),** and 301, **Deed reference mf 179-2083 (March 9, 1987),** of said plat, to the northeast corner thereof;
86. thence southerly along the east lines of said lots 300, 301 and tax lot 500, of said plat, **Deed reference 222-498 (February 21, 1962),** to a point on the northerly line of tax lot 801, of said plat, **Deed reference mf 156-1879 (December 19, 1984);**
87. thence clockwise around said lot 801, to the north right of way line of N. E. 6th Drive;

88. thence southerly along the prolongation of the east line to the south right of way line of N. E. 6th Drive;
89. thence southwesterly along the south right of way line to the northeast corner of tax lot 15200, Tax Assessor's Plat 7-11-15-12, **Deed reference 155-468 (December 17, 1952);**
90. thence clockwise around said lot 15200 to the easterly right of way line of U.S. Highway 101;
91. thence southerly along the easterly right of way line to the northwest corner of tax lot 15902, of said plat, **Deed reference mf 76-339 (June 17, 1977);**
92. thence easterly to a point on the westerly line of tax lot 15600, said plat, **Deed reference 168-568 (January 12, 1955);**
93. thence clockwise around said lot 15600 to the northeast corner of tax lot 15700, of said plat, **Deed reference 168-568 (January 12, 1955);**
94. thence southerly along east line of said lots 15700 and **15800**, of said plat, and **tax lot** 200, Tax Assessor's Plat 7-11-15-14, **Deed reference mf 118-809 (October 29, 1980);** to the northwest corner of tax lot 500, said plat, **Deed reference 185-497 (September 3, 1957);**
95. thence clockwise around said lot 500 to a point on the G.L.O. Meander line;
96. thence northerly along said meander line to the east corner of tax lot 100, of said plat, **Deed reference 187-179 (October 30, 1987);**
97. thence southerly across Devils Lake to the most northeast corner of tax lot 3400, of said plat, **Deed reference mf 88-1194 (June 8, 1978);**
98. thence westerly along the north property lines of lots fronting Devils Lake to the northeast corner of tax lot 3601, Tax Assessor's Plat 7-11-15-13, **Deed reference mf 17-20 (January 30, 1970);**
99. thence southerly along east line and prolongation thereof of said lot 3601 to the south right of way line of South Shore Drive **(S. E. 1st Street);**
100. thence westerly along the south right of way line to the easterly right of way line of U.S. Highway 101;
101. thence southerly along the easterly right of way line to the north corner of tax lot 2600, said plat, **Deed reference mf 80-308 (October 11, 1977);**
102. thence southerly along the easterly line of **said** lot 2600, **and lots** 2601, **Deed reference mf 150-2033 (June 8, 1984),** and 2000, **Deed reference mf 121-1911 (February 13, 1981),** of said plat, to the northwest corner of tax 2100, said plat, **Deed reference mf 179-2139 (March 9, 1987);**
103. thence easterly along north line of **said** lot 2100 and **tax** lot 2200 to the northeast corner thereof, **Deed reference mf 191-2368 (April 29, 1988);**
104. thence southerly along the east line and prolongation thereof of **said** lot 2200, to the south right of way line of S. E. 3rd Street;
105. thence westerly along the south right of way line to the

northwest corner of tax lot 13701, Tax Assessor's Plat 7-11-15-42, **Deed reference mf 79-1811 (October 4, 1977);**

106. thence southerly along the westerly line of said lot to the most northwest corner of tax lot 12301, said plat, **Deed reference mf 189-0019 (January 6, 1988);**
107. thence clockwise around said lot 12301 to the easterly right of way line of U.S. Highway 101;
108. thence southerly along the easterly right of way line to the northwest corner of tax lot 12100, of said plat, **Deed reference mf 197-1965 (October 13, 1988);**
109. thence easterly to the northeast corner of said lot 12100;
110. thence southerly along the east line of said lot 12100 and lot 12000, said plat, **Deed reference mf 30-1351 (December 29, 1971),** to the north west corner of tax lot 8300, Tax Assessor's Plat 7-11-15-41, **Deed reference mf 179-1333 (February 24, 1987);**
111. thence easterly along the north line and prolongation thereof to the east right of way line of S. E. Inlet Avenue;
112. thence southerly along said right of way to the northern right of way line of S. E. 9th Street;
113. thence easterly along the northern right of way line to the eastern right of way line of S. E. Jetty Avenue;
114. thence southerly along said right of way to the northern right of way line of S. E. East Devils Lake Road;
115. thence easterly along the northern right of way line to a point of intersection with the prolongation of the east line of tax lot 4901, Tax Assessor's Plat 7-11-15-44, **Deed reference mf 163-2173 (August 19, 1975);**
116. thence southerly on the east line and prolongation thereof to the south right of way of S. E. 14th Street;
117. thence westerly to the easterly right of way line of U.S. Highway 101;
118. thence southerly along said right of way line to the northwest corner of tax lot 1200, Tax Assessor's Plat 7-11-22-11, **Deed reference mf 173-1473 (August 13, 1986);**
119. thence clockwise around said lot 1200 to the north right of way line of S. E. 16th Street;
120. thence easterly along north right of way line to a point of intersection with the prolongation of the east line of tax lot 2400, of said plat, **Deed reference mf 179-754 (February 17, 1987);**
121. thence southerly on said east line to the southeast corner of said lot 2400;
122. thence westerly to the northeast corner of tax lot 2700, of said plat, **Deed reference mf 49-362 (May 15, 1974);**
123. thence southerly along east line of said lot 2700 and tax lot 2800, of said plat, to the southeast corner thereo, **Deed reference 289-328 (May 14, 1968);**
124. thence clockwise around said lot 2800 to the southeast corner of tax lot 3500, said plat, **Deed reference mf 1-582 (September 12, 1968);**
125. thence westerly along the south line of said lot 3500 to the

easterly right of way line of U.S. Highway 101;

126. thence southerly along said right of way to the northwest corner of tax lot 4400, said plat, **Deed reference mf 191-633 (April 6, 1988);**
127. thence easterly to the northeast corner of said lot 4400;
128. thence southerly to a point on the north line of tax lot 1202, Tax Assessor's Plat 7-11-22-14, **Deed reference mf 178-1274 (January 16, 1987);**
129. thence easterly to the northeast corner of said lot 1202;
130. thence southerly along the east line of **said** lot 1202 and 700 **of said plat,** to the southeast corner thereof, **Deed reference mf 151-342 (June 21, 1984);**
131. thence westerly to the northeast corner of tax lot 800, of said plat, **Deed reference mf 194-2033 (July 19, 1988);**
132. thence clockwise around said lot to the easterly right of way line of U.S. Highway 101;
133. thence southerly along said right of way line to the northwest corner of tax lot 1700, said plat, **Deed reference mf 136-2444 (November 22, 1982);**
134. thence clockwise around said lot to the easterly right of way of U.S. Highway 101;
135. thence southerly along said right of way line to the northwest corner of tax lot 2300, said plat, **Deed reference 272-178 (October 27, 1966);**
136. thence easterly to the northeast corner of said lot 2300;
137. thence southerly along the east line of said lot 2300 and the projection thereof to the southern right of way of S. E. 23rd Drive;
138. thence westerly along said right of way line to the easterly right of way line of U.S. Highway 101;
139. thence southerly along the easterly right of way line to the northwest corner of tax lot 1900, Tax Assessor's Plat 7-11-22-42, **Deed reference mf 34-1537 (July 6, 1972);**
140. thence clockwise around said lot to the northeast corner of tax lot 201, Tax Assessor's Plat 7-11-22-43, **Deed reference mf 168-609 (January 31, 1986);**
141. thence southerly along the east line of said lot 201 and tax lot 200, of said plat, to the southeast corner thereof, **Deed reference mf 32-279 (March 15, 1972);**
142. thence westerly along south line of said lot 200 to the easterly right of way line of U.S. Highway 101;
143. thence southerly along the easterly right of way line to the northerly right of way of S. E. 31st Street;
144. thence southeasterly to a point of intersection with the northerly prolongation of the southeasterly line of tax lot 3600, of said plat, **Deed reference mf 190-1809 (March 17, 1988);**
145. thence southerly along the southeasterly line of **said** tax lot 3600, **and lot** 3700, of said plat, **Deed reference mf 190-0991 (March 7, 1988),** and tax lot 12000, Tax Assessor's Plat 7-11-27-21, **Deed reference mf 70-1608 (December 9, 1976),** to the northerly right of way line of S.E. 32nd Street;

146. thence northwesterly along southwesterly line of said lot 12000 to the easterly right of way line of U.S. Highway 101;
147. thence southwesterly along the easterly right of way line to the northwest corner of tax lot 12200, said plat, Deed reference mf 168-38 (January 23, 1986);
148. thence clockwise around said lot 12200 to the northeast corner of tax lot 12400, of said plat, Deed reference 292-17 (July 24, 1968);
149. thence southerly along the east line of tax lot 12400, to the southeastern corner of tax lot 13800, Tax Assessor's Plat 7-11-27-21, Deed reference mf 118-799 (October 29, 1980), which is a point on the north right-of-way line of S. E. 37th Street; thence southerly across S. E. 37th Street and along the east property line of tax lot 15800 of said plat, Deed reference mf 9-651 (May 21, 1969), to a point on the north line of tax lot 101, Tax Assessor's Plat 7-11-27-24, Deed reference mf 119-1668 (December 8, 1980);
150. thence clockwise around said lot 101 to the north right of way line of S. E. High School Drive;
151. thence south along the prolongation of the east line of said lot 101 to the southerly right of way line of S. E. High School Drive;
152. thence northwesterly along said right of way line to the easterly right of way line of U.S. Highway 101;
153. thence southerly along the easterly right of way line to the northwest corner of tax lot 1100, Tax Assessor's Plat 7-11-27-31, Deed reference mf 174-1471 (September 12, 1986);
154. thence clockwise around said lot 1100 to the northeast corner of tax lot 900, said plat, Deed reference mf 174-1471 (September 12, 1986);
155. thence southeasterly along the easterly line of said tax lot 900 to the southeast corner of tax lot 500 of said plat, Deed reference mf 193-407 (June 7, 1988), which is a point on the northwesterly line of tax lot 200, Tax Assessor's Plat 7-11-27-42, Deed reference mf 193-407 (June 7, 1988);
156. thence northeasterly to the northeast corner of said lot 200;
157. thence southerly along the easterly line of said tax lot 200, and the easterly lot lines of tax lots 300, Deed reference mf 8-4 (April 4, 1969) and 700, Deed reference mf 134-372 (July 30, 1982), of said plat and tax lot 300, Tax Assessor's Plat 7-11-27-43, the southeast corner thereof, Deed reference mf 134-372 (July 30, 1982);
158. thence southerly along the northern right of way line of S. E. Inlet Avenue to the west corner of tax lot 1200, Tax Assessor's Plat 7-11-27-44, Deed reference mf 151-2445 (July 18, 1984);
159. thence clockwise around said lot 1200 to the westerly right of way line of S. E. Jetty Place;
160. thence north easterly along said right of way line to the west right of way line of S. E. Jetty Avenue;
161. thence east across to the east right of way line of S. E.

Jetty Avenue;

162. thence southerly along the east right of way line to the north right of way line of S. E. 51st Street (Taft-Schooner Creek Road);
163. thence east to a point of intersection with the prolongation of the east lot line of tax lot 4000, Tax Assessor's Plat 7-11-34-11, Deed reference mf 173-1239 (September 11, 1986);
164. thence southerly along said east line to the southeast corner, of said lot 4000;
165. thence westerly along the south line of said lot 4000 to the easterly right of way line of U.S. Highway 101;
166. thence southerly along said right way to the northwest corner of tax lot 500, Tax Assessor's Plat 7-11-34-14, Deed reference mf 112-1838 (May 13, 1980);
167. thence easterly to the northeast corner of tax lot 700, of said plat, Deed reference mf 106-1771 (October 24, 1979);
168. thence southerly along the east line of lot 700 and tax lot 1000, of said plat, Deed reference mf 91-713 (August 15, 1978), to a point on the northeasterly line of tax lot 600, Tax Assessor's Plat 7-11-34-41, Deed reference mf 163-157 (July 25, 1985);
169. thence southeasterly to the northwest corner of tax lot 300, of said plat; Deed reference mf 121-1081 (February 3, 1981);
170. thence easterly to a point on the northwesterly line of tax lot 200, of said plat, Deed reference 95-185 (August 20, 1943);
171. thence clockwise around said lot to a point on the northwesterly line of tax lot 100, of said plat, Deed reference 230-175 (November 20, 1962);
172. thence clockwise around said lot 100 to the north right of way line of U.S. Highway 101;
173. thence south along the prolongation of the east line of said lot 100 to the south right of way line of U.S. Highway 101;
174. thence northwesterly along the south right of way line to the southerly right of way line of S. W. 62nd Street;
175. thence southwesterly along said right of way line to the northerly right of way line of S. W. Keel Avenue;
176. thence southeasterly along said right of way line and prolongation to a point on the southern right of way line of S. W. 63rd Street;
177. thence southwesterly to the north corner of tax lot 5400, Tax Assessor's Plat 7-11-34-41, Deed reference mf 136-491 (October 12, 1982);
178. thence southeasterly to the northeast corner, of said lot;
179. thence southerly along the east lines of said lot 5400, and of tax lots 8303, Deed reference mf 136-491 (October 12, 1982), and 8301, Deed reference mf 194-1465 (July 13, 1988), Tax Assessor Plat 7-11-34-44 and the prolongation thereof to the mean low water line;
180. thence clockwise along said mean low water line to intersect with the prolongation of the northwesterly line of tax lot 802, Tax Assessor's Plat 7-11-34-41, Deed reference mf 105-

657 (September 13, 1979);
181. thence northeasterly along said lot line to the southwesterly right of way line of U.S. Highway 101;
182. thence northerly along said right of way line to the southeast corner of tax lot 4600, Tax Assessor's Plat 7-11-34-11, Deed reference 200-156 (June 11, 1959);
183. thence northwesterly along the southerly line of lots fronting on Siletz Bay to the southwest corner of tax lot 5200, Tax Assessor's Plat 7-11-34-12, Deed referenced 228-629 (September 26, 1962);
184. thence northerly along the west line of said lot to the south right of way line of S. W. 51st Street;
185. thence westerly along said right of way line to the northeast corner of 7-11-34-12 Supplemental Map No. 1, covering the Bayside Condominium recorded in Plat Book 1, page 13;
186. thence southerly along the east line of said map and tax lot 5000, Tax Assessor's Plat 7-11-34-12, to the southeast corner thereof, Deed reference mf 125-412 (June 25, 1981);
187. thence northwesterly along southerly line of said tax lot 5000 and clockwise around said Supplemental Map No. 1 and Bayside Condominium to the south right of way line of S. W. 51st Street;
188. thence westerly along the south right of way line to the northeast corner of tax lot 400, Tax Assessor's Plat 7-11-34-21, Deed reference 177-61 (March 9, 1956);
189. thence clockwise around said lot 400 to the southeast corner of tax lot 500, of said plat, Deed reference mf 69-408 (October 14, 1976);
190. thence northerly along the east line of said lot 500 and prolongation thereof to the northerly right of way line of S.W. 50th Street;
191. thence southeasterly to the southwest corner of tax lot 2609, Tax Assessor's Plat 7-11-27-43, Deed reference mf 179-1561 (February 27, 1987);
192. thence clockwise around said lot 2609 to the southerly right of way of U.S. Highway 101;
193. thence northerly along said right of way line to the southeast corner of tax lot 2603, of said plat, Deed reference mf 97-834 (February 13, 1979);
194. thence west along the south line of said lot 2603 and tax lot 107, Tax Assessor's Plat 7-11-27-34 to the southwest corner thereof, Deed reference mf 138-1917 (February 10, 1983);
195. thence clockwise around said lot 107 to southwest corner of tax lot 6000, Tax Assessor's Plat 7-11-27-31, Deed reference mf 195-0018 (July 25, 1988);
196. thence clockwise around said lot 6000 to the southwesterly right of way line of U.S. Highway 101;
197. thence northerly along said right of way line to the southeast corner of tax lot 5800, of said plat, Deed reference mf 59-117 (September 4, 1975);

198. thence clockwise around said lot 5800 to the most southeast corner of tax lot 5500, of said plat, **Deed reference mf 196-1522 (September 9, 1988);**
199. thence westerly along south line of said lot 5500 and prolongation thereof to the westerly right of way line of S. W. Coast Avenue;
200. thence northeasterly along the westerly right of way line to the southwesterly right of way line of U.S. Highway 101;
201. thence northerly along said right of way line to the southeast corner of tax lot 3800, Tax Assessor's Plat 7-11-27-21, **Deed reference mf 193-1519 (June 21, 1988);**
202. thence counterclockwise around said lot 3800 to the east right of way line of S. W. Coast Avenue;
203. thence west along the prolongation of the north line of said lot 3800 to the west right away line of S. W. Coast Avenue;
204. thence northerly along said right of way line and prolongation thereof to a point on the south line of tax lot 4000, of said plat, **Deed reference 274-165 (January 11, 1967);**
205. thence counterclockwise around said lot 4000 to the south right of way line of S.W. 35th Street;
206. thence westerly along said right of way line and prolongation thereof to the mean low water line;
207. thence northerly along said mean low water line to a point of intersection with the west prolongation of the northerly right of way line of S.W. 32nd Street which is also the north line of tax lot 5200 Tax Assessor's Plat 7-11-22-34, **Deed reference 292-485 (August 16, 1968);**
208. thence easterly along said prolongation and right of way line to the southwest corner of tax lot 13602, of said plat, **Deed reference mf 131-287 (March 15, 1982);**
209. thence northerly along the west line of said tax lots 13602, and tax lot 13600 of said plat, **Deed reference mf 197-2361 (October 17, 1988),** and 3100, Tax Assessor's Plat 7-11-22-43 and the prolongation thereof to the northern right of way of S. W. 29th Street, **Deed reference mf 197-2361 (October 17, 1988);**
210. thence easterly along said right of way to the southwest corner of tax lot 400, of said plat, **Deed reference mf 193-1441 (June 20, 1988);**
211. thence clockwise around said lot 400 to the northwesterly right of way line of U.S. Highway 101;
212. thence northeasterly **along said right-of-way line** to the southeast corner of tax lot 1600, Tax Assessor's Plat 7-11-22-42, **Deed reference mf 128-875 (October 26, 1981);**
213. thence clockwise around said lot 1600 to the southwest corner of tax lot 100, of said plat, **Deed reference 115-352 (December 27, 1946);**
214. thence clockwise around said lot 100 to the southwest corner of tax lot 2400, Tax Assessor's Plat 7-11-22-14, **Deed reference 115-352 (December 19, 1946);**
215. thence northerly along the west lines and prolongation of

said lot 2400 and the following tax lots 2400, Deed reference 115-352 (December 19, 1946), 1900, Deed reference mf 161-114 (May 21, 1985), 1800, Deed reference mf 54-1591 (February 11, 1975), 1600, Deed reference mf 54-1591 (February 11, 1975), 1500, Deed reference mf 34-1924 (July 13, 1972), 1400, Deed reference mf 71-872 (January 3, 1977), 1300, Deed reference mf 129-1985 (January 5, 1982), 1000, Deed reference mf 129-1985 (January 5, 1982), 900, Deed reference mf 129-1985 (January 5, 1982), 500, Deed reference mf 133-746 (June 21, 1982), 501, Deed reference 291-91 (June 28, 1968), 400, Deed reference mf 129-2346 (January 13, 1982), of said plat and tax lot 4200, Tax Assessor's Plat 7-11-22-11, Deed reference mf 147-1707 (February 14, 1984), to the northwesterly right of way of S. W. Bard Road;

216. thence northeasterly along said right of way line to the westerly right of way line of U.S. Highway 101;
217. thence northerly along the westerly right of way line to the southeast corner of tax lot 4000, of said plat, Deed reference mf 191-514 (April 4, 1988);
218. thence westerly along south line and prolongation thereof to the west right of way line of S. W. Harbor Avenue;
219. thence northerly along west right of way line to a point of intersection with the prolongation of the south line of tax lot 2501, of said plat, Deed reference mf 151-479 (June 22, 1984);
220. thence easterly and counterclockwise around said lot 2501 to a point of intersection with the prolongation of the west line of tax lot 700, of said plat, Deed reference mf 92-581 (September 11, 1978);
221. thence northerly along said prolongation and west line of said lot to the southwest corner of tax lot 400, of said plat, Deed reference mf 176-1244 (November 19, 1986);
222. thence clockwise around said lot 400 to the westerly right of way line of U.S. Highway 101;
223. thence northerly along said right of way line to the south right of way line of S. W. 14th Street;
224. thence westerly along the south right of way line to a point of intersection with the prolongation of the west line of tax lot 4800, Tax Assessor's Plat 7-11-15-44, Deed reference mf 107-135 (October 31, 1979);
225. thence northerly along said prolongation to the southwest corner of said lot 4800;
226. thence clockwise around said lot 4800 to the westerly right of way line of U.S. Highway 101;
227. thence northerly along said right of way line to the south right of way line of S. W. 12th Street;
228. thence westerly along the south right of way line to the west right of way line of S. W. Harbor Avenue;
229. thence northerly along the west right of way line to the north right of way line of S. W. 11th Street;
230. thence easterly along said right of way line to the southwest corner of tax lot 3000, of said plat, Deed

reference mf 149-1889 (May 3, 1984);
231. thence northerly along the west line of said lot 3000 to the south right of way line of S. W. 10th Street;
232. thence westerly along the south right of way line to the west right of way line of S. W. Harbor Avenue;
233. thence northerly along the west right of way line and prolongation to the north right of way line of S. W. 9th Street;
234. thence easterly along north right of way line to a point on the west line of tax lot 1800, of said plat; Deed reference mf 192-1445 (May 20, 1988);
235. thence counterclockwise around said lot 1800 to the westerly right of way line of U.S. Highway 101;
236. thence northerly along said right of way line to the eastern right of way line of S. W. Galley Avenue;
237. thence southerly along eastern right of way line to the south right of way line of S. W. 7th Street;
238. thence westerly along the south right of way line to the west right of way line of S. W. Fleet Avenue;
239. thence northerly along said right of way line to the westerly right of way of U.S. Highway 101;
240. thence northerly along the westerly right of way line to the southeast corner of tax lot 1400, Tax Assessor's Plat 7-11-15-42, Deed reference mf 151-2504 (July 18, 1984);
241. thence westerly along the south line of said lot 1400, and tax lots 1402, Deed reference 208-553 (May 31, 1960), and 1401, Deed ref 193-321 (August 5, 1958), of said plat to the east right of way line of S. W. Ebb Avenue;
242. thence southerly along the east right of way line to the south right of way line of S. W. 5th Street;
243. thence westerly along said right of way line and prolongation to the G.L.O. Meander line;
244. thence southerly along the G.L.O. Meander Line to a point on the north line of tax lot 12999, Tax Assessor's Plat 7-11-15-43, a public park described in Plat Book 7, page 44 of the records of Lincoln County;
245. thence clockwise around said tax lot 12999, to the north right of way line of S. W. 10th Place;
246. thence easterly along said right of way line to the east line of alley;
247. thence southerly along east line of alley and prolongation to a point on the north line of tax lot 14899, said plat, a public park described in Plat Book 7, page 44 of the records of Lincoln County;
248. thence counterclockwise to the southwest corner of said lot;
249. thence southwesterly to the most northwest corner of tax lot 14800, of said plat, Deed reference mf 145-2384 (December 6, 1983);
250. thence northerly across S. W. Coast Avenue to the south east corner of tax lot 13000, of said plat, Deed reference 228-608 (September 26, 1962);
251. thence westerly along the south line and prolongation

thereof to the mean low water line;
252. thence northerly along the mean low water line to a point of intersection with the prolongation of the north right of way line of S. W. 5th Street;
253. thence easterly along said right of way line to the west right of way line of S. W. Ebb Avenue;
254. thence northerly to the south right of way line of S. W. 3rd Street;
255. thence clockwise around right of way of said S. W. 3rd Street to the westerly right of way line of S. W. Ebb Avenue (Main Street);
256. thence northerly along said right of way line to the west right of way of U.S. Highway 101;
257. thence northerly along west right of way line to the south right of way of S. W. Beach Street;
258. thence northwesterly along said south right of way line and prolongation thereof to the mean low water line;
259. thence northerly along the mean low water line to a point of intersection with the prolongation of the north right of way line of N. W. 1st Court;
260. thence easterly along said right of way line to a point on the westerly line of tax lot 13700, Tax Assessor's Plat 7-11-15-12, **deed reference mf 39-1318 (February 26, 1973);**
261. thence counterclockwise around said lot 13700 to the westerly right of way line of U.S. Highway 101;
262. thence northerly along said right of way line and the southwesterly right of way line of N. W. 2nd Drive to a point of intersection with the south prolongation of the west line of tax lot 14300, of said plat, **Deed reference mf 188-310 (December 4, 1987);**
263. thence northerly along the said west line and easterly along the northerly line of said lot 14300 to the southwest corner of tax lot 12600, of said plat;
264. thence clockwise around said lot 12600 to the westerly right of way line of U.S. Highway 101, **Deed reference mf 162-151 (June 24, 1985);**
265. thence northerly along said right of way line to the southeast corner of tax lot 15100, of said plat, **Deed reference mf 143-1869 (September 7, 1983);**
266. thence clockwise around said tax lot 15100 to the easterly right of way of Terrace Walk;
267. thence west across Terrace Walk to the west right of way line;
268. thence northwest along said right of way line to the intersection of the west prolongation of the south line of tax lot 14900 of said plat, **Deed reference mf 87-280 (May 2, 1978);**
269. thence east along said south line to the southeast corner of said lot 14900;
270. thence northerly along the east lines of said lot 14900 and 15000, of said plat, **Deed reference mf 196-1487 (September 7, 1988),** to the southeasterly right of way line of N. W.

6th Drive;
271. thence perpendicularly across said drive, to the northwesterly right of way line;
272. thence northerly along the northwesterly right of way line to the southeast corner of tax lot 2600, of said plat, Deed reference mf 190-0013 (February 18, 1988);
273. thence westerly on south line and prolongation thereof, of said lot 2600, to the westerly right of way line of Terrace Walk;
274. thence northerly along said right of way line to a point of intersection with the prolongation of the south line of tax lot 3700, of said plat, Deed reference mf 190-0013 (February 18, 1988);
275. thence easterly along said line to the southeast corner of said lot 3700;
276. thence counterclockwise around said lot 3700 to the southwest corner of tax lot 2200, of said plat, Deed reference mf 195-586 (July 27, 1988);
277. thence northerly along the westerly line of said lot 2200, and the following tax lots 2100 and 2000, Deed reference mf 195-586 (July 27, 1988), 1900 and 1800, Deed reference mf 185-1768 (September 16, 1987), and 1700, Deed reference mf 191-279 (April 1, 1988), of said plat, to a point on the south line of tax lot 7001, Tax Assessor's Plat 7-11-10-43, Deed reference mf 161-2275 (June 19, 1985);
278. thence westerly along said south line to the southwest corner of said lot 7001;
279. thence northerly along the west line of said lot 7001, and tax lots 6801, Deed reference 223-341 (March 14, 1962) and 5400, Deed reference 107-148 (September 25, 1945), of said plat to the northwest corner of said lot 5400;
280. thence easterly along north line of said lot 5400 to the southeast corner of tax lot 4901, of said plat, Deed reference mf 155-1018 (October 31, 1984);
281. thence northerly along the east line and prolongation thereof of said lot 4901, and tax lot 4800, of said plat, Deed reference mf 70-154 (November 10, 1976), to the north right of way line of N. W. 13th Street;
282. thence easterly along said right of way line to the southwest corner of tax lot 3100, of said plat, Deed reference mf 65-1055 (June 15, 1976);
283. thence northerly along the west line and prolongation thereof, of said lot 3100, and tax lot 2201, of said Plat, Deed reference mf 33-1726 (June 1, 1972), to the north right of way line of N. W. 14th Street;
284. thence east along the north right of way line to the southwest corner of tax lot 1700, of said plat, Deed reference mf 258-299 (August 18, 1965);
285. thence clockwise around said lot to the southwest corner of tax lot 1000, of said plat, Deed reference mf 38-1522 (January 10, 1973);
286. thence north along the west line of said lot to the south

right of way line of N. W. 15th Street;
287. thence westerly along said right of way and southerly along eastern right of way of N. W. Harbor Avenue to the south right of way of N. W. 14th Street;
288. thence across said N. W. Harbor Avenue to the west right of way line;
289. thence northerly along said right of way line to the south right of way line of N. W. 15th Street;
290. thence westerly along said right of way line and prolongation thereof to the mean low water line;
291. thence northerly along mean low water line to a point of intersection with the prolongation of the north right of way line of N. W. 15th Street;
292. thence easterly along said line to the west right of way line of N. W. Harbor Avenue;
293. thence northerly along the west right of way line to the south right of way line of N. W. 16th Street;
294. thence westerly along said right of way line and prolongation thereof to the mean low water line;
295. thence northerly along the mean low water line to a point of intersection with the prolongation of the north right of way line of N. W. 16th Street;
296. thence easterly along said right of way line to the west right of way of N. W. Jetty Avenue;
297. thence northerly along said right of way line to the north right of way line of N. W. 19th Street;
298. thence easterly along north right of way line to the westerly right of way line of U.S. Highway 101;
299. thence northerly along the westerly right of way line to the south right of way line of N. W. 20th Street;
300. thence westerly along said right of way line to a point of intersection with the prolongation of the west line of tax lot 200, Tax Assessor's Plat 7-11-10-42, **Deed reference mf 145-16 (April 24, 1983);**
301. thence northerly along west line of said lot 200 and tax lot 1700, said plat, **Deed reference mf 198-1379 (November 3, 1988),** to the south right of way line of N. W. 21st Street;
302. thence westerly along said right of way line and prolongation thereof to the mean low water line;
303. thence northerly along the mean low water line to a point of intersection with the prolongation of the north right of way line of N. W. 21st Street;
304. thence easterly along said right of way line to the westerly right of way of U.S. Highway 101;
305. thence northeasterly to the south corner of tax lot 3000, Tax Assessor's Plat 7-11-10-14, **Deed reference mf 196-1492 (September 7, 1988);**
306. thence northerly along the west line of said lot 3000 and tax lot 3001, said plat, **Deed reference mf 169-2452 (April 10, 1986),** to the southerly right of way line of N. W. Mast Place;
307. thence perpendicularly across said N. W. Mast Place to the

northerly right of way line;
308. thence northeasterly along the northerly right of way line to the north right of way line of N. W. 22nd Street;
309. thence easterly along said line to the westerly right of way of U.S. Highway 101;
310. thence northerly along the westerly right of way line to the south right of way line of N. W. 28th Street;
311. thence westerly along said right of way line to a point of intersection with the south prolongation of the west right of way line of N. W. Port Avenue;
312. thence northerly along said right of way line to a point of intersection with the prolongation of the north line of tax lot 300, Tax Assessor's Plat 7-11-10-11, **Deed reference mf 140-2359 (May 19, 1983);**
313. thence easterly along said line and clockwise around said lot to the westerly right of way of U.S. Highway 101;
314. thence northerly along said right of way line to the southeast corner of tax lot 702, Tax Assessor's Plat 7-11-11-22, **Deed reference mf 126-18 (July 29, 1981);**
315. thence westerly along south line and prolongation thereof of said lot 702, and tax lot 701, of said plat, **Deed reference mf 126-18 (July 29, 1981),** to the west right of way line of N. W. Port Avenue;
316. thence northerly along said right of way line and prolongation thereof to the north right of way of N. W. 30th Street;
317. thence easterly to a point of intersection with the north prolongation of the west line of tax lot 600, Tax Assessor's Plat 7-11-11-22, **Deed reference mf 159-353 (March 15, 1985);**
318. thence southerly along said line to the northwest corner of **said** lot 702, of said plat;
319. thence easterly along the north line of said lot 702 to the westerly right of way line of U.S. Highway 101;
320. thence northerly along said right of way line to the south right of way line of N. W. 30th Street;
321. thence westerly along said right of way line to the south prolongation of the west right of way line of N. W. Port Drive;
322. thence northerly along said line to a point of intersection with the west prolongation of the north line of tax lots 17800 and 16900, Tax Assessor's Plat 7-11-3-44, **Deed reference mf 134-27 (July 23, 1982);**
323. thence easterly along said line to the west right of way line of N. W. Quay Drive;
324. thence northerly along the west right of way line to a point of intersection with the southwesterly prolongation of the north line of lots 9900 and 7300, of said plat, **each recorded by Deed reference mf 163-1097 (August 5, 1985);**
325. thence northeasterly along said line to the southerly right of way line of N. W. 33rd Street;
326. thence northwesterly along said line to a point of intersection with the south prolongation of the west line of

tax lot 5701, said plat, **Deed reference mf 94-794 (November 8, 1978);**

327. thence northerly along said line and then clockwise around said lot 5701 to the southeast corner of tax lot 6000, said plat, **Deed reference mf 45-519 (October 24, 1973);**
328. thence northerly along easterly line of said lot 6000, and tax lot 6100, of said plat, **Deed reference mf 154-1381 (October 3, 1984),** to the south right of way line of N. W. 34th Street;
329. thence westerly along the south right of way line to a point of intersection with the south prolongation of the west right of way of N. W. Port Avenue;
330. thence northerly along said line to a point on the south line of tax lot 4700, Tax Assessor's Plat 7-11-2-32, **Deed reference mf 148-624 (March 9, 1984);**
331. thence westerly along said line and prolongation to a point of intersection with the prolongation of the west right of way line of N. W. Port Avenue;
332. thence northerly along said right of way line and jog thereof to the south right of way of N. W. 39th Street;
333. thence northerly across N. W. 39th Street to the southwest corner of tax lot 1900, Tax Assessor's Plat 7-11-2-32, **Deed reference mf 118-588 (October 27, 1980);**
334. thence northerly along west line said lot 1900 to a point on the south line of tax lot 206, Tax Assessor's Plat 7-11-3, **Deed reference mf 177-1448 (December 26, 1926);**
335. thence westerly along south line of said lot 206 to the northeast corner of tax lot 900, Tax Assessor's Plat 7-11-3-41, **Deed reference mf 85-1126 (March 23, 1978);**
336. thence southerly along the east line of said lot 900 and prolongation thereof to the south right of way line of N. W. 39th Street;
337. thence westerly along said line to the west right of way line of N. W. Jetty Avenue;
338. thence northerly along west right of way line to the southeast corner of tax lot 202, Tax Assessor's Plat 7-11-3, **Deed reference mf 48-1909 (May 3, 1974);**
339. thence north along the east line of said lot 202 to the northeast corner;
340. thence westerly along north line and prolongation thereof, of said lot 202 to the mean low water line;
341. thence northerly along the mean low water line to a point of intersection with the west prolongation of the southerly line of tax lot 201, Tax Assessor's Plat 7-11-3, **Deed reference mf 123-1428 (April 28, 1981);**
342. thence easterly along said line to the southeast corner of said lot 201;
343. thence northerly along the east line of said lot 201 and lot 203, of said plat, **Deed reference mf 123-1428 (April 28, 1981);** to the northeast corner of said lot 203;
344. thence westerly along the north line and west prolongation thereof, of said lot 203, to the mean low water line;

345. thence northerly along the mean low water line to a point of intersection with the west prolongation of the north line of tax lot 200, of said plat, **Deed reference mf 90-317 (July 19, 1978);**
346. thence easterly along said north line to the point of beginning, containing 619.47 acres, more or less laying entirely within the city limits of Lincoln City, Lincoln County, Oregon.

Listed below are the Tax Lots contained within the Year 2000 Development Plan:

MAP NUMBER	LOT NUMBER	MAP NUMBER	LOT NUMBER
07-11-02-20	100	07-11-02-32	1400
07-11-02-20	600	07-11-02-32	1500
07-11-02-20	601	07-11-02-32	1600
07-11-02-20	601-21	07-11-02-32	1700
07-11-02-20	604	07-11-02-32	1800
07-11-02-20	604-21	07-11-02-32	1900
07-11-02-20	605	07-11-02-32	2000
07-11-02-20	700	07-11-02-32	2100
07-11-02-20	1000	07-11-02-32	2200
07-11-02-24	400	07-11-02-32	2300
07-11-02-24	500	07-11-02-32	2400
07-11-02-24	600	07-11-02-32	2500
07-11-02-24	700	07-11-02-32	2600
07-11-02-24	1100	07-11-02-32	2700
07-11-02-24	1202	07-11-02-32	2800
07-11-02-24	1203	07-11-02-32	2900
07-11-02-32	300	07-11-02-32	3000
07-11-02-32	400	07-11-02-32	3100
07-11-02-32	500	07-11-02-32	3200
07-11-02-32	600	07-11-02-32	3300
07-11-02-32	700	07-11-02-32	3400
07-11-02-32	800	07-11-02-32	3500
07-11-02-32	900	07-11-02-32	3600
07-11-02-32	1000	07-11-02-32	3700
07-11-02-32	1100	07-11-02-32	3800
07-11-02-32	1200	07-11-02-32	3900
07-11-02-32	1300	07-11-02-32	4000

07-11-02-32	4100
07-11-02-32	4200
07-11-02-32	4300
07-11-02-32	4400
07-11-02-32	4600
07-11-02-32	4700
07-11-02-32	4800
07-11-02-32	4900
07-11-02-32	5000
07-11-02-32	5100
07-11-02-32	5200
07-11-02-32	6400
07-11-02-33	400
07-11-02-33	500
07-11-02-33	600
07-11-02-33	700
07-11-02-33	900
07-11-02-33	1900
07-11-02-33	2000
07-11-02-33	2100
07-11-02-33	2200
07-11-02-33	2300
07-11-02-33	2400
07-11-02-33	2500
07-11-03-00	200-01
07-11-03-00	200-02
07-11-03-00	204
07-11-03-00	205
07-11-03-00	206
07-11-03-41	900
07-11-03-44	100
07-11-03-44	101
07-11-03-44	102
07-11-03-44	200
07-11-03-44	300
07-11-03-44	400
07-11-03-44	500
07-11-03-44	600
07-11-03-44	700
07-11-03-44	800
07-11-03-44	900
07-11-03-44	5701
07-11-03-44	7300
07-11-03-44	9900
07-11-03-44	16800
07-11-03-44	16900
07-11-03-44	17800
07-11-03-44	17900
07-11-03-44	18000
07-11-03-44	18100
07-11-03-44	18200
07-11-03-44	18300
07-11-03-44	18301
07-11-03-44	18400
07-11-03-44	18500
07-11-10-11	100
07-11-10-11	300
07-11-10-14	3000
07-11-10-14	3001
07-11-10-14	3100
07-11-10-14	3200
07-11-10-14	3300
07-11-10-14	3400
07-11-10-14	3500
07-11-10-14	3600
07-11-10-14	3700
07-11-10-14	3800
07-11-10-14	3900
07-11-10-14	4000
07-11-10-14	4100
07-11-10-14	4200
07-11-10-14	4300
07-11-10-14	4400
07-11-10-14	4500
07-11-10-14	4600
07-11-10-14	4700
07-11-10-14	4800
07-11-10-14	4900
07-11-10-14	5000
07-11-10-14	5100
07-11-10-41	1600
07-11-10-41	1900
07-11-10-42	100
07-11-10-42	200
07-11-10-42	1700
07-11-10-42	8700
07-11-10-42	8800
07-11-10-42	8900
07-11-10-42	9000
07-11-10-42	9200
07-11-10-42	9201
07-11-10-42	9300
07-11-10-42	9400
07-11-10-42	9500
07-11-10-42	9600
07-11-10-42	9700
07-11-10-42	9800
07-11-10-42	9900
07-11-10-42	10000
07-11-10-42	10100
07-11-10-42	10200
07-11-10-42	10300
07-11-10-42	10400
07-11-10-42	10500

07-11-10-42	10600
07-11-10-42	10700
07-11-10-42	13200
07-11-10-42	13300
07-11-10-42	13400
07-11-10-42	13500
07-11-10-42	13600
07-11-10-42	13700
07-11-10-42	13900
07-11-10-42	14000
07-11-10-42	14100
07-11-10-42	14200
07-11-10-42	14300
07-11-10-42	14900
07-11-10-42	15001
07-11-10-42	15100
07-11-10-42	15200
07-11-10-42	15300
07-11-10-42	15400
07-11-10-42	15500
07-11-10-42	15501
07-11-10-42	15600
07-11-10-42	15700
07-11-10-42	15800
07-11-10-42	15801
07-11-10-42	15900
07-11-10-42	16000
07-11-10-42	16100
07-11-10-42	16200
07-11-10-42	16300
07-11-10-42	18200
07-11-10-42	18300
07-11-10-42	18301
07-11-10-42	18400
07-11-10-42	18500
07-11-10-42	18600
07-11-10-42	18700
07-11-10-42	18800
07-11-10-42	18900
07-11-10-42	19100
07-11-10-42	19200
07-11-10-42	19300
07-11-10-42	19400
07-11-10-42	19402
07-11-10-42	19500
07-11-10-42	19600
07-11-10-42	19700
07-11-10-42	19800
07-11-10-42	19900
07-11-10-42	20000
07-11-10-42	20100
07-11-10-42	20200
07-11-10-42	20300
07-11-10-42	20400
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07-11-34-44	8200
07-11-34-44	8301
07-11-34-44	8303



STATE OF OREGON } ss.
County of Lincoln }

I, Gloria A. McEwen, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.

Book 211 Page 675

WITNESS my hand and seal of said office affixed.

GLORIA A. McEWEN, County Clerk

By Kelly Lynk Deputy

Doc : 6040337
Rect: 8177 $180.00
12/08/1989 10:49:58AM

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. 90 - 01

A RESOLUTION OF THE URBAN RENEWAL AGENCY APPROVING AND ADOPTING AGENCY BY-LAWS

WHEREAS, the City Council of the City of Lincoln City, Oregon, pursuant to the provisions of Chapter 457 of the Oregon Revised Statutes, and City ordinance designation, is the duly appointed Urban Renewal Agency of the City of Lincoln City, Oregon.

WHEREAS, the Agency wishes to adopt a set of by-laws to govern the conduct and business of the Agency.

NOW, THEREFORE, the Urban Renewal Agency of the City of Lincoln City does resolve as follows:

ARTICLE I - AUTHORITY

Section 1. Name: The name of the Agency shall be the Urban Renewal Agency of the City of Lincoln City, Oregon, hereinafter referred to as "Agency".

Section 2. Office: The office of the Agency shall be the Office of the Department of Planning, City Hall, City of Lincoln City, Oregon.

Section 3. Power and Duties of the Agency: The powers and duties of the Agency shall be as provided by Chapter 457 of the Oregon Revised Statutes, the Lincoln City Charter, and as authorized by the City Council of Lincoln City in accordance with Ordinance No. 88-14, adopted by the Lincoln City City Council on September 26, 1988.

ARTICLE II - AGENCY

Section 1. Agency Membership: All of the powers of the Urban Renewal Agency of the City of Lincoln City shall be exercised by and invested in the City Council of the City of Lincoln City, Oregon.

Section 2. Agency Terms: The term of office of each member of the Urban Renewal Agency shall be concurrent with each member's term of office as a member of the City Council.

ARTICLE III - OFFICERS

Section 1. Officers: The officers of the Agency shall be chair, vice chair, and any other officer whom the Agency deems necessary.

Section 2. Chair: The Chair shall be elected by the Agency members and shall preside at all meetings of the Agency. Except as otherwise authorized by resolution of the Agency, the Chair shall sign all contracts, deeds and other instruments made by the Agency. At each meeting, the Chair shall submit such recommendations and information as the Chair may consider proper concerning the business, affairs and policies of the Agency.

Section 3. Vice Chair: The Vice Chair shall be elected by the Agency and shall perform the duties of the Chair in the absence or incapacity of the Chair; and in case of resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Agency shall elect a new Chair.

Section 4. Additional Duties: The officers of the Agency shall perform such other duties and functions as may from time to time be required by the Agency by the by-laws or rules and regulations of the Agency.

Section 5. Election or Appointment: The officers of the Agency shall be elected annually by the Agency from among the Agency members at the first regular meeting of the Agency in January of each year, and shall hold office for one (1) year or until their successors are elected and qualified. Provided, that the officers initially elected shall hold office until the first regular meeting of the Agency in 1991, or until their successors are elected and qualified.

Section 6. Vacancies: Should the offices of the Chair, or Vice Chair become vacant, the Agency shall elect a successor from its Agency members at the next regular meeting and such election shall be for the unexpired term of such office.

Section 7. Removal: The Chair, or Vice Chair, may be removed from that office at any time by a vote of a majority of the entire Agency.

Section 8. Personnel: The Agency may create such positions and appoint such personnel as it may from time to time find necessary or convenient to perform its duties and obligations at such compensation as may be established by the Agency, which appointments shall continue at the pleasure of the Agency or until

resignation. The Agency may contract with the City of Lincoln City for the services of City personnel.

ARTICLE IV - MEETINGS

Section 1. Regular Meetings: Regular meetings shall be held at such time and place as may from time to time be determined by resolution of the Agency in conformance with Oregon Public Meetings Law. A regular meeting may be continued, postponed, cancelled or adjourned to a later date by a vote of the majority of the Agency members present and voting and no notice of such adjourned meeting needs to be given to Agency members.

Section 2. Special Meetings: The Chair may, when the Chair deems it expedient, and shall, upon the written request of two (2) Agency members, call a special meeting of the Agency to be held at the regular meeting place, unless otherwise specified in the call, for the purpose of transacting any business designated. Notice shall be given to the public in accordance with the Oregon Public Meetings Law. Members shall be notified by telephone at least twenty-four (24) hours before a special meeting. A reasonable attempt to reach the member is sufficient notice, even if actual contact is not made. Presence of any Agency member at any meeting shall be deemed to be a waiver of notice of such meeting. Special meetings may also be held at any time by the unanimous consent of all Agency members.

Section 3. Quorum: A majority of the incumbent members of the Agency shall constitute a quorum for the purpose of conducting

its business and exercising its powers and for all other purposes. Except as these by-laws provide otherwise, the express concurrence of a majority of the members of the Agency voting when a quorum of the Agency is present at the Agency meeting shall be necessary to decide any question before the Agency.

Section 4. Manner of Voting: The voting shall be by roll call, and the ayes and nays and Agency members abstaining shall be entered upon the minutes of such meeting.

Section 5. Order of Business: At the regular meetings of the Agency, the following shall be substantially the order of business:

(a) Roll Call

(b) Approval of minutes of previous meeting

(c) Communications from the audience

(d) Written communications

(e) Report of Chair

(f) Reports of Committees

(g) Unfinished business

(h) New and miscellaneous business

(i) Resolutions

(j) Adjournment

Section 6. Resolutions: All resolutions shall be in writing.

Section 7. Roberts Rules: All rules of order not herein provided for shall be determined in accordance with Roberts Rules of Order Newly Revised.

Section 8. Open Meetings: All meetings shall be open to the public, except that any portion of a meeting may be held in Executive Session if such session is in conformance with the Oregon Public Meetings Law.

ARTICLE V - PROCEDURES

Section 1. Standing or Special Committees: The establishment of committees shall be by vote of the Agency. The Agency by vote, may refer items to standing or special committees for recommendation and report. All committee members shall be appointed by the Chair, subject to approval by the Agency. The committee member first named shall act as Chair thereof. All committees need not be restricted to Agency members.

Section 2. Authorization of Expenditures: Authorization and approval of the expenditures of money may be made only at a regular meeting or at a special meeting called for that purpose. Provided, that no authorization or approval of expenditures of money may be made at a special meeting unless all Agency members have been advised in advance of said meeting that such authorizing action is intended to be taken or considered.

ARTICLE VI - FINANCIAL

Section 1. Custody of Funds: The Finance Director of the City of Lincoln City shall be the ex officio custodian of the funds of the Agency. Such funds shall be kept separate from the funds of the City. Investment and disbursement of Agency funds shall follow the regular investment and disbursement procedures of the

City of Lincoln City by the City Council. The Urban Renewal Agency General Fund is hereby established for deposit of all Agency revenues until otherwise provided by the Agency. Other funds shall be established as needed by resolution of the Agency.

Section 2. Budget: Budget procedures followed for funds of the City of Lincoln City shall also be substantially followed for the fund or funds of the Agency, except that the committee which reviews the budget of the Agency shall consist of the Agency members and seven (7) residents of the City of Lincoln City appointed by the Agency.

Section 3. Audit: An annual audit of the fund or funds of the Agency shall be performed by the auditor of the City of Lincoln City using the same procedures as are used for funds of the City.

ARTICLE VII - AMENDMENTS

Amendments to By-Laws: The by-laws of the Agency shall be amended only with the approval of at least four (4) of the Agency members at a regular or special meeting, but no such amendment shall be adopted unless at least five (5) days written notice thereof has been previously given to all of the Agency members.

PASSED AND ADOPTED this 14th day of May, 1990.

Chair

ATTEST:

Recording Secretary

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR90 - 02

A RESOLUTION OF THE URBAN RENEWAL AGENCY
ADOPTING BUDGET FOR THE 1990-91 TAX YEAR

WHEREAS, the budget for the Urban Renewal Agency of the City of Lincoln City for the year 1990-91, commencing July 1, 1990, was approved by the Urban Renewal Budget Committee on May 22, 1990; and

WHEREAS, now is the proper time to pass a Resolution adopting the budget and making appropriations.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, as follows:

Section 1. That the Urban Renewal Agency of the City of Lincoln City does hereby adopt the budget approved by the Urban Renewal Budget Committee of the City of Lincoln City on May 22, 1990, now on file in the office of the City Recorder of the City of Lincoln City with amendments, if any approved, by the Urban Renewal Agency of the City of Lincoln City on June 25, 1990.

Section 2. That the amounts for the fiscal year beginning July 1, 1990, and for the purposes shown below are hereby appropriated as follows:

Personal Services	$ 54,000
Materials & Services	$ 50,460
Capital Outlay	$ 1,010,670
Debt Service	$ 90,000
Contingencies	$ 856,970
Reserve for Debt Service	$ 240,000
Total Expenditures	$ 2,302,100

Section 3. That the Urban Renewal Agency of the City of Lincoln City adopts the budget and makes appropriations. Attached to this

Resolution and made a part hereof, as though fully set out herein, is the Urban Renewal Agency of the City of Lincoln City's budget, approved by the Urban Renewal Budget Committee and adopted by the Urban Renewal Agency for the fiscal year 1990-91. A copy of the Budget as finally adopted shall be filed with the Department of Revenue in Salem.

ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 25th day of June, 1990.

ROBERT DERR, CHAIR

ATTEST:

D. W. WORKS, CITY RECORDER

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR90 - 03

A RESOLUTION OF THE URBAN RENEWAL AGENCY AMENDING RESOLUTION NO. UR90-01 ADOPTING THE AGENCY BY-LAWS

WHEREAS, the City Council of the City of Lincoln City, Oregon, pursuant to the provisions of Chapter 457 of the Oregon Revised Statutes, and City ordinance designation, is the duly appointed Urban Renewal Agency of the City of Lincoln City, Oregon.

WHEREAS, the Agency wishes to amend the by-laws adopted by the Agency on May 14, 1990.

NOW, THEREFORE, the Urban Renewal Agency of the City of Lincoln City does resolve as follows:

Section 1. Section 2 of Lincoln City Urban Renewal Agency, Resolution No. UR90-01 is amended to read as follows:

"Section 2. Office: The office of the Agency shall be located at a site to be selected by the Agency."

Section 2. Article VII - Amendments of Lincoln City Urban Renewal Agency Resolution No. UR90-01 is amended to read as follows:

"Amendments to By-Laws: The by-laws of the Agency shall be amended only with the approval of at least four (4) of the Agency members at a regular or special meeting, but no such amendment shall be adopted unless at least three (3) days written notice thereof has been previously given to all of the Agency members."

PASSED AND ADOPTED by the Lincoln City Urban Renewal Agency this 27th day of August, 1990.

ROBERT DERR, CHAIR

ATTEST:

RECORDING SECRETARY

RESOLUTION NO. UR 90 - 04

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, AUTHORIZING A TAX-EXEMPT CREDIT FACILITY.

Section I. The Urban Renewal Agency of the City of Lincoln City, Oregon, (the "Agency") finds:

A. It is desirable for the Agency to incur debt to finance urban renewal projects described in the Year 2000 Development Plan, as it may be amended from time to time.

B. Security Pacific Bank Oregon has offered to provide a Tax-Exempt Credit Facility to the Agency, in the form authorized by this Resolution.

Section II. NOW, THEREFORE, The Urban Renewal Agency of the City of Lincoln City, Oregon of the City of Lincoln City, Oregon, resolves:

A. Definitions. For purposes of this Resolution, the following capitalized terms shall have the following meanings, unless the context clearly requires otherwise:

"Area" means the geographic area of the City of Lincoln City, Oregon, which encompasses the Year 2000 Development Area described in the Plan, and all additions thereto.

"Bank" means Security Pacific Bank Oregon.

"City" means the City of Lincoln City, Oregon.

"Draw" means a loan to the Agency under the Note.

"Event of Default" means the declaration by the Bank of an event of default as a result of a determination by the Bank that there has been: (i) a failure to pay principal or interest on the Note when due, as provided in the Note and this Resolution; or (ii) a failure by the Agency to comply with any of its obligations, or to perform any of its duties, under this Resolution, the Facility, or the Note, which failure continued, and not been cured, for a period of more than 30 days after the Bank has made written demand on the Agency to cure such failure; or, (iii) a material misrepresentation by the Agency in this Resolution, the Facility, or the Note.

"Facility" means the Tax-Exempt Credit Facility authorized by Section 2(b) of this Resolution.

"Facility Rate" means seventy-nine percent (79%) of the

Prime Rate, adjusted as provided in Section 2(e) hereof.

"Note" means the Tax-Exempt Credit Facility Note, in substantially the form attached hereto as Exhibit B.

"Outstanding Balance" means, at any time, the sum of all Draws, less the sum of all Note principal repayments which have been received by the Bank.

"Parity Obligations" means bonds, notes or other obligations payable from the Tax Increment Revenues on a parity of lien with the Note.

"Plan" means the Year 2000 Development Plan approved by City of Lincoln City Ordinance No. 88-16, as it may be amended from time to time.

"Prime Rate" means the prime rate of interest of Security Pacific Bank Oregon which is a variable reference rate of interest used by the Bank to determine the price of certain, but not all, loans. The use of the term Prime Rate shall not give rise to an inference that it is a more favorable rate of interest than other fixed or reference rates used by the Bank. On each occasion on which the Bank changes its Prime Rate, it makes a public announcement of such change.

"Sinking Fund" means the fund established under Oregon Revised Statutes Section 457.440(4) to hold the Tax Increment Revenues.

"Tax Increment Revenues" means all ad valorem tax revenues from property within the Area which are attributable to the increase in true cash value of property within the Area pursuant to Article IX, Section 1c of the Oregon Constitution and Oregon Revised Statutes, Sections 457.420 to 457.460, inclusive, as amended, and all earnings thereon while the Tax Increment Revenues are held in the Sinking Fund.

B. Authorization and Payment of Facility. The Agency shall incur debt in the form of a Tax-Exempt Credit Facility Note, in a principal amount of not more than $100,000, as provided in this Resolution. The Outstanding Balance under the Note shall bear interest at the Facility Rate, calculated on an actual/360 day basis. In each fiscal year until the Facility is paid in full, commencing with fiscal year 1990-1991, the Agency shall pay from the Tax Increment Revenues on or prior to June, 1, 1991, fifty percent of the Outstanding Balance, calculated as of May 15, 1991. The Outstanding Balance shall be paid in full to the Bank on June 1, 1992. In each fiscal year until the Facility is paid in full, commencing with fiscal year 1990-1991, the Agency shall pay interest on the Facility from the Tax Increment Revenues on the

dates shown below (the "Interest Payment Date") for interest which has accrued through the 15th day of the preceding month (the "Interest Accrual Date"):

Interest Accrual Date	Interest Payment Date
November 15	December 1
February 15	March 1
May 15	June 1

On June 1, 1992, the final payment date on the Facility, the Agency shall pay all interest due on the Facility through June 1, 1992 in full.

C. Prepayment. The Outstanding Balance may be prepaid at any time at the option of the Agency. The Facility is subject to mandatory prepayment from Tax Increment Revenues, as provided in Section 2(i) hereof. Promptly after receipt of each prepayment, the Bank shall mail to the Agency a copy of the "Schedule of Prepayments" attached to the Note, with the blanks regarding the most recent prepayments completed.

D. Security for Facility. The Facility and Note shall not be a general obligation of the Agency or the City of Lincoln City, Oregon (the "City"). The Facility, the Note and the interest thereon shall be payable solely from the Tax Increment Revenues and money deposited in the Proceeds Account, as provided herein. The Tax Increment Revenues are hereby irrevocably pledged to pay the Facility and the Note. The lien of the Facility and the Note on the Tax Increment Revenues shall attach immediately, and shall be superior to all other liens and claims against the Tax Increment Revenues, pursuant to ORS 288.594.

E. Adjustment of Facility Rate. If interest on the Note becomes includable in the gross income of the Bank or ceases to be treated in the manner which "qualified tax-exempt obligations" are currently treated under Section 265 of the Internal Revenue Code of 1986, the Facility Rate shall be the Prime Rate plus one percent, effective beginning with the date on which interest becomes so includable or the date Section 265 treatment ceases.

F. Form and Execution of the Facility. The Facility and the Note shall be signed on behalf of the Agency by the Chairman or Administrator. The Facility shall be the document entitled "Tax Exempt Credit Facility" which is dated August 27, 1990 and was presented to the Agency. The Bank is hereby granted the right to underwrite the Agency's "Future Obligations" as described in the Facility. The Note shall be in substantially the form attached hereto as Exhibit A.

G. Draws. The Mayor or the City Manager of the City may request or obtain Draws under the Note subject to the following limitations:

1. All Draws must be requested in writing in substantially the form attached hereto as Exhibit B, and must:

a. state the amount of the Draw which is requested;

b. state the purposes for which the Draw will be expended;

c. state the anticipated schedule of expenditure of the Draw amount; and

d. contain the certifications contained in paragraphs 5 and 6 of Exhibit B.

2. No Draw may be requested after May 1, 1992, without the prior written consent of the Bank.

Promptly after disbursing each Draw, the Bank shall mail to the Agency a copy of the schedule of Draws attached to the Note, with the blanks for the most recent Draw completed.

H. Deposit of Facility Proceeds. The proceeds of all Draws shall be deposited in a separate account (the "Proceeds Account") and shall be used solely for the costs of urban renewal projects designated in the Plan, for debt service on the Facility if money in the Sinking Fund is insufficient, and for costs of issuing the Facility.

I. Sinking Fund.

1. All Tax Increment Revenues shall be deposited into the Sinking Fund when they are received by the Agency.

2. Until the Facility is paid in full, no amounts may be withdrawn from the Sinking Fund for any purpose except payment of the Note, without the written consent of the Bank.

J. Superior, Parity and Subordinate Obligations.

1. So long as amounts are payable under the Note, the Agency covenants not to issue obligations which have a lien on the Tax Increment Revenues which is superior to the lien of the Note, or Parity Obligations, without the written consent of the Bank.

2. The Agency may issue obligations which have a lien on the Tax Increment Revenues which is inferior to the lien of the Note ("Subordinate Obligations"), but only if the resolution

authorizing the issuance of the Subordinate Obligations provides that debt service on the Subordinate Obligations may be paid only after the Note has been paid in full.

K. Tax Covenants.

1. The Agency covenants that it or the City will own and operate the facilities financed with the proceeds of the Note. The Agency covenants to operate the facilities financed with the Note, to invest the proceeds of the Note, and to pay any required rebates to the United States so that the Note is not a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), the Note is not an "arbitrage bond" under Section 148 of the Code, and interest due on the Note is excludable from gross income under Section 103 of the Code.

2. The City has general taxing powers, and 95 percent of the proceeds of the Facility will be used for local governmental activities of the Agency. The City, the Agency, and all entities subordinate to the City and the Agency have not, and do not reasonably expect to issue more than $5,000,000 of tax-exempt obligations in calendar year 1990.

3. The City has, and the Agency hereby designates, the Note as a "qualified tax-exempt obligation" under Section 265 of the Code. The City, the Agency, and all entities subordinate to the City and the Agency do not reasonably anticipate issuing tax-exempt obligations in calendar year 1990 in an amount of more than $10,000,000. During calendar year 1990, the City, the Agency and all entities subordinate to the City and the Agency have not designated, and will not designate, more than $10,000,000 of obligations as "qualified tax-exempt obligations" under Section 265 of the Code.

L. Default. If an Event of Default occurs, the Bank may: declare the Outstanding Balance immediately due and payable, with interest through the date of payment at the Facility Rate; or exercise any remedy available at law or in equity. No remedy shall be exclusive. The Bank may waive any Event of Default, but no such waiver shall extend to a subsequent Event of Default.

M. Additional Action. The Mayor or City Manager of the City are hereby authorized, on behalf of the Agency:

1. to request and obtain Draws under the Note;

2. to apply the Tax Increment Revenues to pay or prepay the Note, as provided in this Resolution;

3. to take any other action which is desirable in order to issue, sell and deliver the Note in accordance with

this Resolution.

ADOPTED this 27th day of August, 1990.

THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

By: Robert Derr
ROBERT DERR, CHAIR

EXHIBIT A

TAX EXEMPT CREDIT FACILITY NOTE

UNITED STATES OF AMERICA
STATE OF OREGON
THE URBAN RENEWAL AGENCY OF THE
CITY OF LINCOLN CITY, OREGON
YEAR 2000 DEVELOPMENT AREA

The Urban Renewal Agency of the City of Lincoln City, Oregon, (the "Agency"), for value received acknowledges itself indebted and hereby promises to pay, but solely from the sources described below, to the order of Security Pacific Bank Oregon, the Outstanding Balance, in a principal amount of not more than ONE HUNDRED THOUSAND DOLLARS ($100,000) together with interest thereon from the date of the first Draw at the Facility Rate, calculated on an actual/360 day basis, as provided in the Resolution described below. All principal and interest on this Note are due and payable on June 1, 1992.

This Note is a special obligation of the Agency, payable solely from the Tax Increment Revenues and amounts in the Proceeds Account, as defined and provided in Resolution No. URA 90-04 of the Agency adopted on August 21, 1990 (the "Resolution").

This Note has been executed pursuant to a Tax-Exempt Credit Facility which is dated August 21, 1990 (the "Facility"). The provisions of the Resolution and the Facility are incorporated herein by reference.

If an Event of Default (as defined in the Resolution) occurs, the Bank may declare the Outstanding Balance immediately due and payable, with interest at the Facility Rate to the date of payment, and exercise other remedies as provided in the Resolution.

If legal action is taken by the holder of this Note to enforce the provisions of this Note, the Resolution, or the Facility, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including fees and costs on appeal.

THIS NOTE IS NOT A GENERAL OBLIGATION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON OR THE CITY OF LINCOLN CITY, AND IS PAYABLE SOLELY FROM THE TAX INCREMENT REVENUES AS PROVIDED IN THE RESOLUTION.

This Note is executed by the Agency for the purpose of financing projects described in the Year 2000 Development Plan, as it may be amended from time to time, in full and strict accordance and compliance with all of the provisions of the Constitution and

Statutes of the State of Oregon.

This Note is subject to optional and mandatory prepayment as provided in the Resolution.

The Bank may assign its rights under this Note without the consent of the Agency.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that this Note and all other obligations of such Agency, are within every debt limitation and other limit prescribed by such Constitution and Statutes.

IN WITNESS WHEREOF, the Agency has caused this Note to be signed on its behalf by its duly authorized officer, as of this 21th day of August, 1990.

THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

By: _____
ROBERT DERR, CHAIR

SCHEDULE OF DRAWS

Date	Amount	Certificate #	Total Draws	Approving Signature

SCHEDULE OF PREPAYMENTS

Date	Amount	Outstanding Balance Before Prepayment	Outstanding Balance After Prepayment	Amount Applied to Interest	Approving Signature

EXHIBIT B

THE URBAN RENEWAL AGENCY OF THE
CITY OF LINCOLN CITY, OREGON
LINCOLN CITY, OREGON
TAX-EXEMPT CREDIT FACILITY
DRAW CERTIFICATE NO. ___

TO: SECURITY PACIFIC BANK OREGON
PORTLAND, OREGON

On behalf of The Urban Renewal Agency of the City of Lincoln City, Oregon, (the "Agency"), I hereby certify that:

1. I am the _____, and that I am authorized to request this Draw under Resolution No. ____ of the Agency (the "Resolution"), and the Tax Exempt Credit Facility Note which is dated _____, 1990 (the "Note").

2. The amount of this Draw is $_____.

3. The Draw will be expended for the following costs, all of which are part of projects properly described in the Year 2000 Development Plan:

[Describe costs.]

4. This Draw is expected to be expended on the following dates:

Date of Expenditure	Amount	Purpose

5. All facilities financed with the Draw will be: _____, all of which are owned and operated by the Agency or the City of Lincoln City, Oregon, and which will not be leased or rented to, or otherwise used by, any non-government except members of the general public. All proceeds of this Draw, and all earnings thereon, will be expended before [insert date which is the third anniversary of the first draw].

6. There is no action, suit, proceeding or investigation at law or in equity before or by any court or government agency or body pending or, to the best of the knowledge of the Agency, threatened against the Agency or the City of Lincoln City to restrain or enjoin the adoption of the Resolution and the transactions contemplated therein, or the execution and delivery

of the Tax-Exempt Credit Facility Note, the formation or existence of the Year 2000 Development Area or the Agency, or the collection and application of the tax-increment revenues as contemplated by the Resolution.

7. All representations of the Agency in the Tax Exempt Credit Facility between it and Security Pacific Bank Oregon which is dated _____, 1990 (the "Facility") were true and correct when made, and remain true and correct on this date.

8. The Agency is not in breach of any promise or covenant in the Facility, the Resolution or the Note.

THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

By:_____
ROBERT DERR, CHAIR

TAX-EXEMPT CREDIT FACILITY NOTE

UNITED STATES OF AMERICA
STATE OF OREGON
THE URBAN RENEWAL AGENCY OF THE
CITY OF LINCOLN CITY, OREGON
YEAR 2000 DEVELOPMENT AREA

The Urban Renewal Agency of the City of Lincoln City, Oregon, (the "Agency"), for value received acknowledges itself indebted and hereby promises to pay, but solely from the sources described below, to the order of Security Pacific Bank Oregon, the Outstanding Balance, in a principal amount of not more than ONE HUNDRED THOUSAND DOLLARS ($100,000) together with interest thereon from the date of the first Draw at the Facility Rate, calculated on an actual/360 day basis, as provided in the Resolution described below. All principal and interest on this Note are due and payable on June 1, 1992.

This Note is a special obligation of the Agency, payable solely from the Tax Increment Revenues and amounts in the Proceeds Account, as defined and provided in Resolution No. UR90-04 of the Agency adopted on August 21, 1990 (the "Resolution").

This Note has been executed pursuant to a Tax-Exempt Credit Facility which is dated August 21, 1990 (the "Facility"). The provisions of the Resolution and the Facility are incorporated herein by reference.

If an Event of Default (as defined in the Resolution) occurs, the Bank may declare the Outstanding Balance immediately due and payable, with interest at the Facility Rate to the date of payment, and exercise other remedies as provided in the Resolution.

If legal action is taken by the holder of this Note to enforce the provisions of this Note, the Resolution, or the Facility, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including fees and costs on appeal.

THIS NOTE IS NOT A GENERAL OBLIGATION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON OR THE CITY OF LINCOLN CITY, AND IS PAYABLE SOLELY FROM THE TAX INCREMENT REVENUES AS PROVIDED IN THE RESOLUTION.

This Note is executed by the Agency for the purpose of financing projects described in the Year 2000 Development Plan, as it may be amended from time to time, in full and strict accordance and compliance with all of the provisions of the Constitution and Statutes of the State of Oregon.

This Note is subject to optional and mandatory prepayment as provided in the Resolution.

The Bank may assign its rights under this Note without the consent of the Agency.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that this Note and all other obligations of the Agency, are within every debt limitation and other limit prescribed by such Constitution and Statutes.

IN WITNESS WHEREOF, the Agency has caused this Note to be signed on its behalf by its duly authorized officer, as of this 21 day of August, 1990.

THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

By:_____
ROBERT DERR, CHAIR

SCHEDULE OF DRAWS

Date	Amount	Certificate #	Total Draws	Approving Signature

SCHEDULE OF PREPAYMENTS

Date	Amount	Outstanding Balance Before Prepayment	Outstanding Balance After Prepayment	Amount Applied to Interest	Approving Signature

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR90-05

A RESOLUTION ADOPTING RELOCATION AND PROPERTY ACQUISITION GUIDELINES AND PROCEDURES FOR THE URBAN RENEWAL AGENCY OF LINCOLN CITY

WHEREAS, Section 605 of the Year 2000 Development Plan of the Urban Renewal Agency of the City of Lincoln City addresses relocation activities of the Urban Renewal Agency required in conjunction with property acquisition; and

WHEREAS, Exhibit 12 of the Year 2000 Development Plan of the Urban Renewal Agency of the City of Lincoln City sets forth a relocation, real property acquisition policy outline and requires that the Agency prepare, adopt and maintain relocation and real property acquisition policies consistent with the provisions of ORS 281.045 through 281.105; and

WHEREAS, ORS 281.060 requires that such relocation policies provide fair and reasonable relocation payments and assistance to or for displaced persons as provided under Section 202, 203, 204 and 204 of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987; and

WHEREAS, the Urban Renewal Agency of the City of Lincoln City has prepared relocation property acquisition guidelines and procedures in conformance with the requirements of its plan, the Oregon Revised Statutes, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act.

NOW, THEREFORE, BE IT RESOLVED that the Relocation and Property Acquisition Guidelines and Procedures, attached hereto as Exhibit "A", and incorporated by this reference herein, be adopted as the Relocation and Property Acquisition Guidelines and Procedures for the Urban Renewal Agency of the City of Lincoln City.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 10th day of September, 1990.

ROBERT DERR, CHAIR

ATTEST:

RECORDING SECRETARY

RELOCATION AND PROPERTY ACQUISITION GUIDELINES AND PROCEDURES...

OF THE URBAN RENEWAL AGENCY

OF LINCOLN CITY

DRAFT

7/31/90

RELOCATION AND PROPERTY ACQUISITION

GUIDELINES AND PROCEDURES

OF THE

URBAN RENEWAL AGENCY OF

LINCOLN CITY

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RELOCATION AND PROPERTY ACQUISITION

GUIDELINES AND PROCEDURES

OF THE

URBAN RENEWAL AGENCY OF

LINCOLN CITY

SECTION I GENERAL

A. INTRODUCTION

Subsection 605 of the Year 2000 Plan ... an Urban Renewal Plan and Program of the City of Lincoln City, Oregon ... requires that relocation assistance be provided to occupants of property acquired by the Urban Renewal Agency of Lincoln City in conjunction with implementing such Plan.

To fund projects and activities in conjunction with the implementation of said Year 2000 Plan the U.R. Agency may receive financial and other assistance from any legal source including, but not limited to, the Federal government, the State of Oregon, Lincoln County, the City of Lincoln City and/or from annual tax increment proceeds.

Regardless of the funding source if any project or activity of the U.R. Agency results in the displacing of persons, businesses, governmental bodies or non-profit organizations from their occupancy of real property, then said U.R. Agency shall offer and, where appropriate, shall provide relocation assistance in compliance with the following guidelines and procedures:

1. To insure that the occupants of real property to be acquired in conjunction with projects undertaken by the U.R. Agency are treated fairly and consistently, to encourage and expedite acquisition by agreements with such occupants and to promote public confidence in said U.R. Agency's land acquisition programs; and

2. To insure that persons displaced as a result of U.R. Agency' projects are treated fairly, consistently, and equitably so that such persons will not suffer disproportionate injuries as a result of projects designed for the benefit of the public as a whole.

B. AUTHORITY

1. Title 42, United States Code 4601-4665 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) amended 1987, Public Law 100-17, 101, Stat. 246-256.

2. Amendment relating to relocation assistance of ORS 281.060 dated March 28, 1989.

C. SPECIAL DEFINITIONS

1. Agency or Local Agency means the Urban Renewal Agency of the City of Lincoln City, Oregon.

2. Business means any lawful activity, except a farm operation, that is conducted:

a. Primarily for the purchase, sale, lease, and/or rental of personal and/or real property, and/or for the manufacture, processing, and/or marketing of products, commodities, and/or any other personal property; or

b. Primarily for the sale of services to the public; or

c. Primarily for outdoor advertising display purposes, when the display(s) must be moved as a result of a U.R. Agency project; or

d. By a nonprofit organization that has established its nonprofit status under applicable Federal or State law.

3. Comparable Replacement Dwelling means a dwelling which is:

a. Decent, safe and sanitary as defined in Subsection 6 of this Subsection C;

b. Functionally equivalent to the displacement dwelling means that it performs the same function, provides the same utility, and is capable of contributing to a comparable style of living. While a comparable replacement dwelling need not possess every feature of the displacement dwelling, the principal features must be present. Generally, functional equivalency is an objective standard, reflecting the range of purposes for which the various physical features of a dwelling may be used. However, in determining whether a replacement dwelling is functionally equivalent to the displacement dwelling, the U.R. Agency may consider reasonable trade-offs for specific features when the replacement unit is "equal to or better than" the displacement dwelling. For example, if the displacement dwelling contains a pantry and a similar dwelling is not available, a replacement dwelling with ample kitchen cupboards may be acceptable. Insulated and heated space in a garage might prove an adequate substitute for basement workshop space. A dining area may substitute for a separate dining room. Under some circumstances, attic space could substitute for basement space for storage purposes, and vice versa.

c. Adequate in size to accommodate the occupants;

d. In an area that is not subject to unreasonable adverse environmental conditions;

e. In a location generally not less desirable than the location of the displaced person's dwelling with respect to public utilities and commercial and public facilities, and reasonably accessible to the person's place of employment;

f. On a site that is typical in size for residential development with normal site improvements, including customary landscaping. The site need not include special improvements such as outbuildings, swimming pools, and greenhouses;

g. Currently available to the displaced person. On the private market, however, a comparable replacement dwelling for a person receiving government housing assistance before displacement may reflect similar government housing assistance;

h. Within the financial means of the displaced person:

i. A replacement dwelling purchased by a homeowner in occupancy at the displacement dwelling for at least 180 days prior to initiation of negotiations (180-day homeowner) is considered to be within the homeowner's financial means if the homeowner will receive the full replacement additive, all increased mortgage interest costs, and all incidental expenses, plus any additional amount required to be paid under replacement housing of last resort;

ii. A replacement dwelling rented by an eligible displaced person is considered to be within his or her financial means if, after receiving rental assistance, the person's monthly rent and estimated monthly utility costs for the replacement dwelling do not exceed the person's base monthly rental for the displacement dwelling;

iii. For a displaced person who is not eligible to receive a replacement housing payment because of the person's failure to meet length-of-occupancy requirements, comparable replacement rental housing is considered to be within the person's financial means if the U.R. Agency pays that portion of the monthly housing costs of a replacement dwelling which exceeds 30 percent of such person's gross monthly household income or, if receiving a welfare assistance payment from a program that designates amounts for shelter and utilities, the total of the amounts designated for shelter and utilities. Such rental assistance must be paid under replacement housing of last resort.

4. Contributes Materially means that during the two (2) taxable years prior to the taxable year in which displacement occurs, or during such other period as the U.R. Agency determines to be more equitable, a business:

a. Had average annual gross receipts of at least $5,000; or

b. Had average annual net earnings of at least $1,000; or

c. Contributed at least 33-1/3 percent of the owner's or operator's average annual gross income from all sources.

If the application of the above criteria creates an inequity or hardship in any given case, the U.R. Agency may approve the use of other criteria as determined appropriate.

5. Decent, Safe and Sanitary Dwelling means a dwelling which meets applicable housing and occupancy codes. However, any of the following standards which are not met by an applicable code, such following standards shall apply, unless a Federally assisted project is involved and a waiver is requested for good cause to the Federal Agency funding the project. The dwelling shall:

a. Be structurally sound, weather tight, and in good repair;

b. Contain a safe electrical wiring system adequate for lighting and other electrical devices;

c. Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person, except in those areas where local climatic conditions do not require such a system;

d. Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person. There shall be a separate, well-lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator;

e. Contains unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress;

f. For a handicapped displacee, be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by a displaced person who is handicapped.

6. Displaced Person

a. General - The term "displaced person" means any person who moves from the real property or moves his or her personal property from the real property. This includes a person who occupies the real property prior to its acquisition, but who does not meet the length of occupancy requirements of the Uniform Act as described:

i. As a direct result of a written notice of intent to acquire, the initiation of negotiations for, or the acquisition of, such real property in whole or in part for a project;

ii. As a direct result of rehabilitation or demonlition for a project; or

iii. As a direct result of a written notice of intent to acquire, or the acquisition, rehabilitation or demolition of, in whole or in part, other real property on which the person conducts a business, for a project. However, eligibility for such person under this paragraph applies only for purposes of obtaining relocation assistance advisory services and moving expenses.

b. Persons Not Displaced The following is a nonexclusive listing of persons who do not qualify as a displaced person under these Guidelines:

i. A person who moves before the initiation of negotiations unless the U.R. Agency determines that the person was displaced as a direct result of the program or project; or

ii. A person who initially enters into occupancy of the property after the date of its aquisition for a project; or

iii. A person who has occupied the property for the purpose of obtaining assistance under the Uniform Act; or

iv. A person who is not required to relocate permanently as a direct result of a project. Such determination shall be made by the U.R. Agency in accordance with any guidelines established by the Federal agency funding a project; or

v. A person whom the agency determines is not displaced as a direct result of a partial acquisition; or

vi. A person who, after receiving a notice of relocation eligibility, is notified in writing that he or she will not be displaced for a project. Such notice shall not be issued unless the person has not moved and the U.R. Agency agrees to reimburse the person for any expenses incurred to satisfy any binding contractual relocation obligations entered into after the effective date of the notice of relocation eligibility; or

vii. An owner-occupant who voluntarily conveys his or her property, after being informed in writing that if a mutually satisfactory agreement on terms of the conveyance cannot be reached, the U.R. Agency will not acquire the property. In such cases, however, any resulting displacement of a tenant is subject to the regulations in these Guidelines; or

viii. A person who retains the right of use and occupancy of the real property for life following its acquisition by the U.R. Agency; or

ix. A person who is determined to be in unlawful occupancy prior to the initiation of negotiations, or a person who has been evicted for cause, under applicable law.

7. Dwelling means the place of permanent or customary and usual residence of a person, according to local custom or law, including a single family house; a single family unit in a two-family, multiple family, or multi-purpose property; a unit of a condominium or cooperative housing project; a non-housekeeping unit; a mobile home; or any other residential unit.

8. Farm Operation means any activity conducted solely or primarily for the production of one or more agricultural products or commodities, including timber, for sale or home use, and customarily producing such products or commodities in sufficient quantity to be capable of contributing materially to the operator's support.

9. Federal Agency means any Department, Agency, or instrumentality in the Executive Branch of the Government corporation, and the architect of the Capitol, the Federal Reserve Banks, and branches thereof.

10. Federal Financial Assistance means a grant, loan, or contribution provided by the United States, except any Federal guarantee or insurance and any interest reduction payment to an individual in connection with the purchase and occupancy of a residence by that individual.

11. Initiation of Negotiations. Unless a different action is specified in applicable Federal program regulations, said term means the following:

a. Whenever the displacement results from the acquisition of the real property by the U.R. Agency, the "initiation of negotiations" means the delivery of the initial written offer of just compensation by the U.R. Agency to the owner or the owner's representative to purchase the real property for the project. However, if the U.R. Agency issues a notice of its intent to acquire the real property, and a person moves after that notice, but before delivery of the initial written purchase offer, the term "initiation of negotiations" means the actual move of the person from the property.

b. Whenever the displacement is caused by rehabilitation, demolition or privately undertaken acquisition of the real property (and there is no related acquisition by a Federal agency or a State agency), the "initiation of negotiations" means the notice to the person that he or she will be displaced by the project or, if there is no notice, the actual move of the person from the property.

c. In the case of a permanent relocation to protect the public health and welfare, under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (Pub.L. 96-510, or "Superfund") the "initiation of negotiations" means the formal announcement of such relocation or the Federal or Federally-coordinated health advisory where the Federal Government later decides to conduct a permanent relocation.

12. Lead Agency and U.R. Agency mean the Urban Renewal Agency of the City of Lincoln City, Oregon.

13. Mortgage means such classes of liens as are commonly given to secure advances on or the unpaid purchase price of real property, under the laws of the State, together with the credit instruments, if any secured thereby.

14. Nonprofit Organization means an organization that is incorporated under the applicable laws of a State as a non-profit organization, and exempt from paying Federal income taxes under Section 501 of the Internal Revenue Code (26 U.S.C. 501).

15. Notice of Intent to Acquire or Notice of Eligibility for Relocation Assistance means a written notice furnished to a person to be displaced, including those to be displaced by rehabilitation or demolition activities from property acquired prior to the commitment of Federal financial assistance to the activity, that establishes eligibility for relocation benefits prior to the initiation of negotiations and/or prior to the commitment of Federal assistance.

16. Owner of a Dwelling means a person who is considered to have met the requirement of owning a dwelling if the person purchases or holds any of the following interests in real property:

a. Fee title, a life estate, a land contract, a 99-year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition; or

b. An interest in a cooperative housing project which includes the right to occupy a dwelling; or

c. A contract to purchase any of the interests or estates described in a. or b. above, in this Sub-section 16; or

d. Any other interest, including a partial interest, which in the judgment of the U.R. Agency warrants consideration as ownership.

17. Person means any individual, family, partnership, corporation, or association.

18. Salvage Value means the probable sale price of an item, if offered for sale on the condition that it will be removed from the property at the buyer's expense, allowing a reasonable period of time to find a person buying with knowledge of the uses and purposes for which it is adaptable and capable of being used, including separate use of serviceable components and scrap when there is no reasonable prospect of sale except on that basis.

19. Small Business means a business having at least one, but not more than 500 employees working at the site being acquired or displaced by a program or project.

20. State Agency means any agency, department or division of the State of Oregon.

21. Tenant means a person who has the temporary use and occupancy of real property owned by another.

22. Uneconomic Remnant means a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the acquiring U.R. Agency has determined has little or no value or utility to the owner.

23. Uniform Act means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894;42 U.S.C. 4601 et seq.; Pub.L. 91-646) and amendments thereto.

24. Unlawful Occupancy means a person is considered to be in "unlawful occupancy" if the person has been ordered to move by a court of competent jurisdiction prior to the initiation of negotiations or is determined by the U.R. Agency to be a squatter who is occupying the real property without the permission of the owner and otherwise has no legal right to occupy the property under State law. The U.R. Agency may, at its discretion, consider such a squatter to be in lawful occupancy.

25. Utility Costs means expenses for heat, light, water and sewer.

26. Utility Facility means any electric, gas, water, steampower, or materials transmission or distribution system, any transportation system, any communications system, including cable television; and any fixtures, equipment, or other property associated with the operation, maintenance, or repair of any such system. A utility facility may be publicly, privately, or cooperatively owned.

27. Utility Relocation means the adjustment of a utility facility required by the program or project undertaken by the U.R. Agency. It includes removing and reinstalling the facility, including necessary temporary facilities; acquiring necessary right-of-way on new location; moving, rearranging or changing the type of existing facilities; and taking any necessary safety and protective measures. It shall also mean constructing a replacement facility that has the functional equivalency of the existing facility and is necessary for the continued operation of the utility service, the project economy, or sequence of project construction.

D. NO DUPLICATION OF PAYMENTS

No person shall receive any payment under these Guidelines if that person receives a payment under Federal, State, or Local law which is determined by the U.R. Agency to have the same purpose and effect as such payment under these Guidelines.

E. ASSURANCES, MONITORING AND CORRECTIVE ACTION

1. Assurances

a. Before a Federal agency may approve any grant to, or contract, or agreement with the U.R. Agency under which Federal financial assistance will be made available for a project which results in real property acquisition or displacement that is subject to the Uniform Act, the U.R. Agency must provide appropriate assurances that it will comply with the Uniform Act. The U.R. Agency's assurances shall be in accordance with Sections 210 and 305 of the Uniform Act and must contain specific reference to any State law which provides an exception to Section 301 or 302 of the Uniform Act. If, in the judgment of the Federal agency, Uniform Act compliance will be served, the U.R. Agency may provide these assurances at one time to cover all subsequent federally-assisted programs or projects. When the U.R. Agency acquires real property and displaces persons it may combine Sections 210 and 305 assurances in one document.

b. If the U.R. Agency provides financial assistance to a person causing displacement, the U.R. Agency is responsible for ensuring compliance with the requirements of the Uniform Act, not-withstanding the person's contractual obligation to comply with said Act.

c. As an alternative to the assurance requirement described in Section I-E-1-a, a Federal agency may provide Federal financial assistance to the U.R. Agency after it has accepted a certification by the U.R. Agency in accordance with the requirements of the certification.

d. Monitoring and corrective action. The Federal agency will monitor compliance with these Guidelines, and the State agency shall take whatever corrective action is necessary to comply with the Uniform Act and these Guidelines. The Federal agency may also apply sanctions in accordance with applicable program regulations.

e. Prevention of fraud, waste, and mismanagement. The U.R. Agency shall take appropriate measures to carry out these Guidelines in a manner that minimizes fraud, waste and mismanagement.

F. MANNER OF NOTICES

Each notice which the U.R. Agency is required to provide to a property owner or occupant under the Uniform Act, except the notice to the owner of the U.R. Agency's interest in acquiring the property, shall be personally served or sent by certified or registered first-class mail, return receipt requested, and documented in the U.R. Agency's files. Each notice shall be written in plain, understandable language. Persons who are unable to read and understand the notice must be provided with appropriate translation and counseling. Each notice shall indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help.

G. ADMINISTRATION OF JOINTLY FUNDED PROJECTS

Whenever two or more Federal agencies provide financial assistance to the U.R. Agency, which will result in the acquisition of property or the displacement of a person, the Federal agencies may by agreement designate one such agency as the cognizant Federal agency. At a minimum, the agreement shall set forth the Federally assisted activities which are subject to its terms and cite any policies and procedures, in addition to these Guidelines, that are applicable to the activities under the agreement. Under the agreement, the cognizant Federal agency shall assure that the project is in compliance with the provisions of the Uniform Act and these Guidelines. All Federally assisted activities under the agreement shall be deemed a project for the purpose of these Guidelines.

H. FEDERAL AGENCY WAIVER OF REGULATIONS

The Federal agency funding the project may waive any requirement in these Guidelines not required by law if it determines that the waiver does not reduce any assistance or protection provided to an owner or displaced person under these Guidelines. Any request for a waiver shall be justified on a case-by-case basis.

I. COMPLIANCE WITH OTHER LAWS AND REGULATIONS

The implementation of these Guidelines must be in compliance with other applicable Federal laws and implementing regulations, including, but not limited to, the following:

1. Section I of the Civil Rights Act of 1868 (42 U.S.C. 1982 et seq.);

2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);

3. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended;

4. The National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.);

5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 790 et seq.);

6. The Flood Disaster Protection Act of 1973 (Pub.L. 93-234);

7. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);

8. Executive Order 11063 - Equal Opportunity and Housing, as amended by Executive Order 12259;

9. Executive Order 11246 - Equal Employment Opportunity;

10. Executive Order 11625 - Minority Business Enterprise;

11. Executive Orders 11988, Floodplain Management and 11990, Protection of Wetlands;

12. Executive Order 12250 - Leadership and Coordination of Non-Discrimination Laws;

13. Executive Order 12259 - Leadership and Coordination of Fair Housing in Federal Programs;

14. Executive Order 12630 - Governmental Actions and Interference with Constitutionally Protected Property Rights.

J. RECORD KEEPING AND REPORTS

1. Records The U.R. Agency shall maintain adequate records of its acquisition and displacement activities in sufficient detail to demonstrate compliance with these Guidelines. These records shall be retained for at least 3 years after each owner of a property and each person displaced from a property receives the final payment to which he or she is entitled under these Guidelines, or in accordance with the applicable regulations of the Federal funding agency, whichever is later.

2. Confidentiality of Records Records maintained by the U.R. Agency in accordance with these Guidelines are confidential regarding their use as public information, unless applicable law provides otherwise.

3. Reports The U.R. Agency shall submit a report of its real property acquisition and displacement activities under these Guidelines if required by a Federal agency funding the project. A report will not be required more frequently than every 3 years, or as the Uniform Act provides, unless a Federal Funding Agency shows good cause.

K. APPEALS

1. General The Lincoln City City Council shall promptly review appeals in accordance with the requirements of applicable law and this Section.

2. Actions Which May be Appealed Any aggrieved person may file a written appeal with the Lincoln City City Council in any case in which the person believes that the U.R. Agency has failed to properly consider the person's application for assistance under the Uniform Act. Such assistance may include, but is not limited to, the person's eligibility for, or the amount of, a payment required under Section VI-F or VI-G, or a relocation payment required under these guidelines. The Lincoln City City Council shall consider a written appeal regardless of form.

3. Time Limit for Initiating Appeal The Lincoln City City Council may set a reasonable time limit for a person to file an appeal. The time limit shall not be less than sixty (60) days after the person receives written notification of the U.R. Agency's determination on the person's claim.

4. Right to Representation A person has a right to be represented by legal counsel or other representative in connection with his or her appeal, but solely at the person's own expense.

5. Review of Files by Person Making Appeal The U.R. Agency shall permit a person to inspect and copy all materials pertinent to his or her appeal, except materials which are classified as confidential by the U.R. Agency. The U.R. Agency may, however, impose reasonable conditions on the person's right to inspect, consistent with applicable laws.

6. Scope of Review of Appeal In deciding an appeal, the Lincoln City City Council shall consider all pertinent justification and other material submitted by the person, and all other available information that is needed to ensure a fair and full review of the appeal.

7. Determination and Notification after Appeal Promptly after receipt of all information submitted by a person in support of an appeal, the Lincoln City City Council shall make a written determination on the appeal, including an explanation of the basis on which the decision was made, and furnish the person a copy. If the full relief requested is not granted, the Council shall advise the person of his or her right to seek judicial review.

8. Official to Review Appeal The Lincoln City official conducting the review of the appeal shall be either the Mayor or his or her authorized designee. However, the official shall not have been directly involved in the action appealed.

SECTION II GENERAL RELOCATION REQUIREMENTS

A. PURPOSE

This Section prescribes general requirements governing the provision of relocation payments and other relocation assistance under the regulations in this Section.

B. APPLICABILITY

These requirements apply to the relocation of any displaced person.

C. RELOCATION NOTICES

1. General Information Notice As soon as feasible, a person scheduled to be displaced shall be furnished with a general written description of the U.R. Agency's relocation guidelines and procedures which does at least the following:

a. Informs the person that he or she may be displaced for the project and generally describes the relocation payment(s) for which the person may be eligible, the basic conditions of eligibility, and the procedures for obtaining payment(s);

b. Informs the person that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the person successfully relocate;

c. Informs the person that he or she will not be required to move without at least 90 days' advance written notice (see Subsection 3 of this Subsection C), and informs any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one (1) comparable replacement dwelling has been made available;

d. Describes the person's right to appeal the U.R. Agency's determination as to a person's application for assistance for which a person may be eligible under the Uniform Act.

2. Notice of Relocation Eligibility Eligibility for relocation assistance shall begin on the date of initiation of negotiations (defined in Subsection I-C-11) for the occupied property. When this occurs, the U.R. Agency shall promptly notify all occupants in writing of their eligibility for applicable relocation assistance.

3. Ninety-day Notice

a. General No lawful occupant shall be required to move unless he or she has received at least ninety (90) days advance written notice of the earliest date by which he or she may be required to move.

b. Timing of Notice The U.R. Agency may issue the notice ninety (90) days before it expects the person to be displaced or earlier.

c. Content of Notice The 90-day notice shall either state a specific date by which the occupant may be required to move, or state that the occupant will receive a further notice indicating, at least thirty (30) days in advance, the specific date by which he or she must move. If the 90-day notice is issued before a comparable replacement dwelling is made available, the notice must state clearly that the occupant will not have to move earlier than 90 days after such a dwelling is made available.

d. Urgent Need In unusual circumstances, an occupant may be required to vacate the property on less than 90-days advance written notice if the U.R. Agency determines that a 90-day notice is impractical, such as when the person's continued occupancy of the property would constitute a substantial danger to the person's health or safety. A copy of the U.R. Agency's determination shall be included in the applicable case file.

D. AVAILABILITY OF COMPARABLE REPLACEMENT DWELLING BEFORE DISPLACEMENT

1. General No person to be displaced shall be required to move from his or her dwelling unless at least one comparable replacement dwelling (defined in Section I-C-3) has been made available to the person. Where possible, three or more comparable replacement dwellings shall be made available. A comparable replacement dwelling will be considered to have been made available to a person, if:

a. The person is informed of its location; and

b. The person has sufficient time to negotiate and enter into a purchase agreement or lease for the property (not less than 90 days); and

c. Subject to reasonable safeguards, the person is assured of receiving the relocation assistance and acquisition payment, to which the person is entitled, in sufficient time to complete the purchase or lease of the property.

2. Circumstances Permitting Waiver The Agency funding the project may grant a waiver of the policy in Section II-D-1 of this section in any case where it is demonstrated that a person must move because of:

a. A major disaster as defined in Section 102(c) of the Disaster Relief Act of 1974 (42 U.S.C. 5121); or

b. A residentially declared national emergency; or

c. Another emergency which requires immediate vacation of the real property, such as when continued occupancy of the displacement dwelling constitutes a substantial danger to the health or safety of the occupants or the public.

3. Basic Conditions of Emergency Move Whenever a person is required to relocate for a temporary period because of an emergency as described in Section II-D-2, the U.R. Agency shall:

a. Take whatever steps are necessary to assure that the person is temporarily relocated to a decent, safe, and sanitary dwelling; and

b. Pay actual reasonable out-of-pocket moving expenses and any reasonable increase in rent and utility costs incurred in connection with the temporary relocation; and

c. Make available to the displaced person as soon as feasible, at least one comparable replacement dwelling. (For purposes of filing a claim and meeting the eligibility requirements for a relocation payment, the date of displacement is the date the person moves from the temporarily occupied dwelling.)

E. RELOCATION PLANNING, ADVISORY SERVICES, AND COORDINATION

1. Relocation Planning During the early stages of development, the U.R. Agency's programs or projects shall be planned in such a manner that the problems associated with the displacement of individuals, families, businesses, governmental offices, and nonprofit organizations are recognized and solutions are developed to minimize the adverse impacts of displacement. Such planning, where appropriate, shall precede any action by the U.R. Agency which will cause displacement, and should be scoped to the complexity and nature of the anticipated displacing activity including an evaluation of program resources available to carry out timely and orderly relocations. Planning may involve a relocation survey or study which may include the following:

a. An estimate of the number of households to be displaced including information such as owner/tenant status, estimated value and rental rates of properties to be acquired, family characteristics, and special consideration of the impacts on minorities, the elderly, large families, and the handicapped when applicable;

b. An estimate of the number of comparable replacement dwellings in the area (including price ranges and rental rates) that are expected to be available to fulfill the needs of those households displaced. When an adequate supply of comparable housing is not expected to be available, consideration of housing of last resort actions should be instituted;

c. An estimate of the number, type and size of the non-residential organizations to be displaced and the approximate number of employees that may be affected;

d. Consideration of any special relocation advisory services that may be necessary from the displacing agency and other cooperating agencies.

2. Loans for Planning and Preliminary Expenses In the event that the U.R. Agency elects to consider using the duplicative provision in Section 215 of the Uniform Act which permits the use of project funds for loans to cover planning and other preliminary expenses for the development of additional housing, the U.R. Agency will establish criteria and procedures for such use.

F. RELOCATION ASSISTANCE ADVISORY SERVICES

1. General The U.R. Agency shall carry out a relocation assistance advisory program which satisfies the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) and Executive Order 11603 (27 FR 11527), and offer the services described in Section II-F-2 below. If the U.R. Agency determines that a person occupying property adjacent to the real property acquired for the project is caused substantial economic injury because of such acquisition, it may offer the services to such person.

2. Services to be Provided The advisory program shall include such measures, facilities, and services as may be necessary or appropriate in order to:

a. Determine the relocation needs and preferences of each person to be displaced, and explain the relocation payments and other assistance for which the person may be eligible, the related eligibility requirements, and the procedures for obtaining such assistance. This shall include a personal interview with each person.

b. Provide current and continuing information on the availability, purchase prices, and rental costs of comparable replacement dwellings, and explain that the person cannot be required to move unless at least one comparable replacement dwelling is made available as set forth in Section II-D-1.

i. As soon as feasible, the U.R. Agency shall inform the person in writing of the specific comparable replacement dwelling and the price or rent used for establishing the upper limit of the replacement housing payment (see Section IV-A and B), and the basis for the determination so that the person is aware of the amount of the maximum replacement housing payment for which he or she may qualify.

ii. Where feasible, housing shall be inspected prior to being made available to assure that it meets applicable standards (see Subsections I-C-3 and 5). If such an inspection is not made, the person to be displaced shall be notified that a replacement housing payment may not be made unless the replacement dwelling is subsequently inspected and determined to be decent, safe, and sanitary.

iii. Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings, not located in an area of minority concentration, that are within their financial means. This policy, however, does not require the U.R. Agency to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling.

iv. All persons, especially the elderly and handicapped, shall be offered transportation to inspect housing to which they are referred.

c. Provide current and continuing information on the availability, purchase prices, and rental costs of comparable and suitable commercial locations. Assist any person displaced from a business to obtain and become established in a suitable replacement location.

d. Minimize hardships to persons in adjusting to relocation by providing counseling, advice as to other sources of assistance that may be available, and such other help as may be appropriate.

e. Supply persons to be displaced with appropriate information concerning Federal and State housing programs, disaster loan and other programs administered by the Small Business Administration, and other Federal and State programs offering assistance to displaced persons and technical help to persons applying for such assistance.

f. Any person who occupies property aquired by the U.R. Agency, when such occupancy began subsequent to the acquisition of the property, and the occupancy is permitted by a short term rental agreement or an agreement subject to termination when the property is needed for a program or project, shall be eligible for advisory services, as determined by the U.R. Agency.

3. Coordination of Relocation Activities Relocation activities shall be coordinated with project work and other displacement causing activities to ensure that, to the extent feasible, persons displaced receive consistent treatment, and the duplication of functions is minimized.

G. EVICTION FOR CAUSE

Eviction for cause must conform to applicable State and local law. Any person who occupies the real property, and is not in unlawful occupancy on the date of the initiation of negotiations is presumed to be entitled to relocation payments and other assistance set forth in these regulations, unless the U.R. Agency determines that:

1. The person received an eviction notice prior to the initiation of negotiations and, as a result of that notice is later evicted; or

2. The person is evicted after the initiation of negotiations for serious or repeated violation of material terms of the lease or occupancy agreement; and

3. In either case, the eviction was not undertaken for the purpose of evading the obligation to make available the payments and other assistance set forth in this Section.

For purposes of determining eligibility for relocation payments, the date of displacement is the date the person moves, or if later, the date when a comparable dwelling is made available.

This Section applies only to persons who would otherwise have been displaced by the project.

H. GENERAL REQUIREMENTS - CLAIMS FOR RELOCATION PAYMENTS

1. Documentation Any claim for a relocation payment shall be supported by such documentation as may be reasonably required to support expenses incurred, such as bills, certified prices, appraisals, or other evidence of such expenses. A displaced person must be provided reasonable assistance necessary to complete and file any required claim for payment.

2. Expeditious Payments The U.R. Agency shall review claims in an expeditious manner. The claimant shall be promptly notified as to any additional documentation that is required to support the claim. Payment for a claim shall be made as soon as feasible following receipt of sufficient documentation to support the claim.

3. Advance Payments If a person demonstrates the need for an advance relocation payment in order to avoid or reduce a hardship, the U.R. Agency shall issue the payment, subject to such safeguards as are appropriate to ensure that the objective of the payment is accomplished.

4. Time for Filing All claims for a relocation payment shall be filed with the U.R. Agency within 18 months after:

a. For tenants, the date of displacement;

b. For owners, the date of displacement or the date of the final payment for the acquisition of the real property, whichever is later.

These time periods shall be waived by the U.R. Agency for good cause.

5. Multiple Occupants of One Displacement Dwelling If two or more occupants of a displacement dwelling move to separate replacement dwellings, each occupant is entitled to a reasonable prorated share, as determined by the U.R. Agency, of any relocation payments that would have been made if the occupants had moved together to a comparable replacement dwelling. However, if the U.R. Agency determines the two or more occupants maintained separate households within the same dwelling, such occupants would have separate entitlement to relocation payments.

6. Deductions from Relocation Payments The U.R. Agency may deduct the amount of any advance relocation payment from the relocation payment(s) to which a displaced person is otherwise entitled. Similarly, the U.R. Agency may deduct from relocation payments any rent that the displaced person owes to the U.R. Agency, provided that no deduction shall be made if it would prevent the displaced person from obtaining comparable replacement housing as required by Section II-D. The U.R. Agency shall not withhold any part of a relocation payment to a displaced person to satisfy an obligation to any other creditor.

7. Notice of Denial of Claim If the U.R. Agency disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant in writing of its determination, the basis for its determination, and the procedures for appealing that determination.

I. RELOCATION PAYMENTS NOT CONSIDERED AS INCOME

No relocation payment received by a displaced person under this Section shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986, or for the purpose of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act or any other Federal Law, except for any Federal Law providing low-income housing assistance.

SECTION III PAYMENT FOR MOVING AND RELATED EXPENSES

A. PAYMENT FOR ACTUAL REASONABLE MOVING AND RELATED EXPENSES - RESIDENTIAL MOVES

Any displaced owner-occupant or tenant of a dwelling who qualifies as a displaced person (defined at Section I-C-6) is entitled to payment of his or her actual moving and related expenses as the U.R. Agency determines to be reasonable and necessary, including expenses for:

1. Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the U.R. Agency determines that relocation beyond 50 miles is justified.

2. Packing, crating, unpacking, and uncrating of the personal property.

3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances, and other personal property.

4. Storage of the personal property for a period not to exceed 12 months, unless the U.R. Agency determines that a longer period is necessary.

5. Insurance for the replacement value of the property in connection with the move and necessary storage.

6. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

7. Other moving related expenses that are not listed as ineligible under Section III-E, as the U.R. Agency determines to be reasonable and necessary.

B. FIXED PAYMENT FOR MOVING EXPENSES - RESIDENTIAL MOVES

Any person displaced from a dwelling, or a seasonal residence, is entitled to receive an expense and dislocation allowance as an alternative to a payment for actual moving and related expenses under Section III-A. This allowance shall be determined according to the applicable schedule approved by the U.R. Agency. This includes a provision that the expense and dislocation allowance to a person with minimal personal possessions who is in occupancy of a dormitory style room shared by two or more other unrelated persons, or a person whose residential move is performed by the U.R. Agency at no cost to the person shall be limited to $50.

C. PAYMENT FOR ACTUAL REASONABLE MOVING AND RELATED EXPENSES - NONRESIDENTIAL MOVES

1. Eligible Costs Any business which qualifies as a displaced person (defined in Section I-C-6) is entitled to payment for such actual moving and related expenses as the U.R. Agency determines to be reasonable and necessary, including expenses for:

a. Transportation of Personal Property
Transportation costs for a distance beyond 50 miles are not eligible, unless the U.R. Agency determines that relocation beyond 50 miles is justified.

b. Packing, crating, unpacking, and uncrating of the personal property.

c. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated machinery, equipment, and other personal property, including substitute personal property described in Section III-C-1-1. This includes connection to utilities available nearby. It also includes modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property.

d. Storage of the personal property for a period not to exceed 12 months, unless the U.R. Agency determines that a longer period is necessary.

e. Insurance for the replacement value of the personal property in connection with the move and necessary storage.

f. Any license, permit, or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.

g. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

h. Professional Services necessary for:

i. planning the move of the personal property;

ii. moving the personal property; and

iii. installing the relocated personal property at the replacement location.

i. Relettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move.

j. Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business. The payment shall consist of the lesser of:

i. The fair market value of the item for continued use at the displacement site, less the proceeds from its sale. To be eligible for payment, the claimant must make a good faith effort to sell the personal property, unless the U.R. Agency determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the fair market value shall be based on the cost of the goods to the business, not the potential selling price; or

ii. The estimated cost of moving the item, but with no allowance for storage. If the business is discontinued, the estimated cost shall be based on a moving distance of 50 miles.

k. The reasonable cost incurred in attempting to sell an item that is not to be relocated.

1. Purchase of Substitute Personal Property If an item of personal property which is used as part of a business is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced person is entitled to payment of the lesser of:

i. The cost of the substitute item, including installation costs at the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or

ii. The estimated cost of moving and reinstalling the replaced item, but with no allowance for storage. At the U.R. Agency's discretion, the estimated cost for a low-cost or uncomplicated move may be based on a single bid or estimate.

m. Searching for a Replacement Location A displaced business is entitled to reimbursement for actual expenses, not to exceed $1,000, as the U.R. Agency determines to be reasonable, which are incurred in searching for a replacement location including:

i. Transportation;

ii. Meals and lodging away from home;

iii. Time spent searching, based on reasonable salary or earnings; and

iv. Fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of such site.

n. Other moving related expenses that are not listed as ineligible under Section III-E, as the U.R. Agency determines to be reasonable and necessary.

2. Notification and Inspection The following requirements apply to payments under this Section:

a. The U.R. Agency shall inform the displaced person in writing, of the requirements of Subsections III-C-2-b and 3 below as soon as possible after the initiation of negotiations. This information may be included in the relocation information provided to the displaced person as set forth in Section II-C.

b. The displaced person must provide the U.R. Agency with reasonable advance written notice of the approximate date of the start of the move or disposition of the personal property and a list of the items to be moved. However, the U.R. Agency may waive this notice requirement after documenting its file accordingly.

c. The displaced person must permit the U.R. Agency to make reasonable and timely inspections of the personal property at both the displacement and replacement sites and to monitor the move.

3. Self-moves If the displaced person elects to take full responsibility for the move of the business, the U.R. Agency may make a payment for the person's moving expenses in an amount not to exceed the lower of two acceptable bids or estimates obtained by the U.R. Agency. At the U.R. Agency's discretion, a payment for a low-cost, or uncomplicated move may be based on a single bid or estimate.

4. Transfer of Ownership Upon request and in accordance with applicable law, the claimant shall transfer to the U.R. Agency ownership of any personal property that has not been moved, sold, or traded in.

5. Advertising Signs The amount of payment for direct loss of an advertising sign(s) which is personal property shall be the lessor of:

a. The depreciated reproduction cost of the sign(s) as determined by the U.R. Agency less the proceeds from its sale; or

b. The estimated cost of moving the sign(s), but with no allowance for storage.

D. REESTABLISHMENT EXPENSES - NONRESIDENTIAL MOVES

In addition to the payments available under Section III-C, a small business, governmental agency, or nonprofit organization may be eligible to receive a payment, not to exceed $10,000, for expenses actually incurred in relocating and reestablishing itself at a replacement site.

1. Eligible Expenses Reestablishment expenses must be reasonable and necessary, as determined by the U.R. Agency. They may include, but are not limited to, the following:

a. Repairs or improvements to the replacement real property as required by Federal, State or local law, code or ordinance;

b. Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business;

c. Construction and installation costs, not to exceed $1,500 for exterior signing to advertise the business;

d. Provision of utilities from right-of-way to improvements on the replacement site;

e. Relocation or replacement of soiled or worn surfaces at the replacement site, such as paint, panelling, or carpeting;

f. Licenses, fees and permits when not paid as part of moving expenses;

g. Feasibility surveys, soil testing and marketing studies;

h. Advertisement of replacement location, not to exceed $1,500;

i. Professional services in connection with the purchase or lease of a replacement site;

j. Estimated increased costs of operation during the first 2 years at the replacement site, not to exceed $5,000, for such items as:

i. Lease or rental charges;

ii. Personal or real property taxes;

iii. Insurance premiums; and

iv. Utility charges, excluding impact fees.

k. Impact fees or one-time assessments for anticipated heavy utility usage;

l. Other items that the U.R. Agency considers essential to the reestablishment of the business;

m. If a Federal Aid project, expenses in excess of the regulatory maximums set forth in Section III-D-1-c,h and j, above, may be considered eligible if large and legitimate disparities exist between costs of operation at the displacement site and costs of operation at an otherwise similar replacement site. In such cases, the regulatory limitation for reimbursement of such costs may, at the request of the U.R. Agency, be waived by the Federal Agency, if any, funding the program or project, but in no event shall total costs payable under this section exceed the $10,000 statutory maximum.

2. Ineligible Expenses The following is a nonexclusive listing of reestablishment expenditures not considered to be reasonable, necessary, or otherwise eligible;

a. Purchase of capital assets, such as office furniture, filing cabinets, machinery, or trade fixtures;

b. Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the business operation;

c. Interior or exterior refurbishment at the replacement site which are for aesthetic purposes, except as provided in Section III-D-1-e;

d. Interest on money borrowed to make the move or purchase the replacement property;

e. Payment to a part-time business in the home which does not contribute materially to the household income.

E. INELIGIBLE MOVING AND RELATED EXPENSES

A displaced person is not entitled to payment for:

1. The cost of moving any structure or other real property improvement in which the displaced person reserved ownership. However, this provision does not preclude the computation for the current fair market value for residential use of the replacement site; or

2. Interest on a loan to cover moving expenses; or

3. Loss of goodwill; or

4. Loss of profits; or

5. Loss of trained employees; or

6. Any additional operating expenses of a business incurred because of operation in a new location; or

7. Personal injury; or

8. Any legal fee or other cost for preparing a claim for a relocation payment, or for representing the claimant before the U.R. Agency; or

9. Expenses for searching for a replacement dwelling; or

10. Physical changes to the real property at the replacement location of a business except as provided in Section III-C-1-c and Section III-D-1; or

11. Costs for storage of personal property on real property already owned or leased by the displaced person.

F. FIXED PAYMENT FOR MOVING EXPENSES - NONRESIDENTIAL MOVES

1. Business A displaced business may be eligible to choose a fixed payment in lieu of the payments for actual moving and related expenses, and actual reasonable reestablishment expenses provided by Section III-C and Section III-D. Such fixed payment, except for payment to a nonprofit organization, shall equal the average annual net earnings of the business, as computed in accordance with Section III-F-5, but not less than $1,000 nor more than $20,000. The displaced business is eligible for the payment if the U.R. Agency determines that:

a. The business owns or rents personal property which must be moved in connection with such displacement and for which an expense would be incurred in such move, and the business vacates or relocates from its displacement site;

b. The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings). A business is assumed to meet this test unless the U.R. Agency determines that it will not suffer a substantial loss of its existing patronage;

c. The business is not part of a commercial enterprise having more than three other entities, which are not being acquired by the U.R. Agency, and which are under the same ownership and engaged in the same or similar business activities;

d. The business is not operated at a displacement dwelling solely for the purpose of renting such dwelling to others;

e. The business is not operated at the displacement site solely for the purpose of renting the site to others;

f. The business contributed materially to the income of the displaced person during the 2 taxable years prior to displacement (see Section I-C-4).

2. Determining the Number of Businesses In determining whether two or more displaced legal entities constitute a single business which is entitled to only one fixed payment, all pertinent factors shall be considered, including the extent to which:

a. The same premises and equipment are shared;

b. Substantially identical or interrelated business functions are carried out and business and financial affairs are commingled;

c. The entities are held out to the public, and to those customarily dealing with them, as one businesss;

d. The same person, or closely related persons own, control, or manage the affairs of the entities.

3. Farm Operation Farm operations do not exist within the U.R. Agency's area of jurisdiction. Therefore, farm operations which are a part of the State and Federal regulations are not included herein.

4. Nonprofit Organization A displaced nonprofit organization may choose a fixed payment of $1,000 to $20,000, in lieu of the payments for actual moving and related expenses and actual reasonable reestablishment expenses if the U.R. Agency determines that it cannot be relocated without a substantial loss of existing patronage (membership or clientele). A nonprofit organization is assumed to meet this test, unless the U.R. Agency demonstrates otherwise. Any payment in excess of $1,000 must be supported with financial statements for the two 12-month periods prior to the acquisition. The amount to be used for the payment is the average of two (2) years annual gross revenues less administrative expenses.

5. Average Annual Net Earnings of a Business The average annual net earnings of a business are one-half of its net earnings before Federal, State, and local income taxes during the two (2) taxable years immediately prior to the taxable year in which it was displaced. If the business was not in operation for the full two (2) taxable years prior to displacment, net earnings shall be based on the actual period of operation at the displacement site, projected to an annual rate. Average annual net earnings may be based upon a different period of time when the U.R. Agency determines it to be more equitable. Net earnings include any compensation obtained from the business by its owner, the owner's spouse, and dependents. The displaced person shall furnish the U.R. Agency proof of net earnings through income tax returns, certified financial statements, or other reasonable evidence which the U.R. Agency determines is satisfactory.

SECTION IV REPLACEMENT HOUSING PAYMENTS

A. REPLACEMENT HOUSING PAYMENT FOR 180-DAY HOMEOWNER-OCCUPANTS

1. Eligibility A displaced person is eligible for the replacement housing payment for a 180-day homeowner-occupant if the person:

a. Has actually owned and occupied the displacement dwelling for not less than 180 days immediately prior to the initiation of negotiations; and

b. Purchases and occupies a decent, safe, and sanitary replacement dwelling within one (1) year after the later of the following dates (except that the U.R. Agency may extend such one year period for good cause):

i. The date the person receives final payment for the displacement dwelling or, in the case of condemnation, the date the full amount is deposited in the court; or

ii. The date the person moves from the displacement dwelling.

2. Amount of Payment The replacement housing payment for an eligible 180-day homeowner-occupant may not exceed $22,500. (Also see Section IV-D.) The payment under Section IV is limited to the amount necessary to relocate to a comparable replacement dwelling within one (1) year from the date the displaced homeowner-occupant is paid for the displacement dwelling, or the date a comparable replacement dwelling is made available to such person, whichever is later. The payment shall be the sum of:

a. The amount by which the cost of a replacement dwelling exceeds the acquisition cost of the displacement dwelling, as determined in accordance with Subsection A-3 of this Section; and

b. The interest costs and other debt service costs which are incurred in connection with the mortgage(s) on the replacement dwelling, as determined in accordance with Subsection A-4 of this Section; and

c. The reasonable expenses incidental to the purchase of the replacement dwelling, as determined in accordance with Subsection A-5 of this Section.

3. Price Differential

a. Determination of Price Differential The price differential to be paid under Subsection A-2-a of this section is the amount which must be added to the acquisition cost of the displacement dwelling to provide a total amount equal to the lesser of:

i. The reasonable cost of a comparable replacement dwelling as determined by at least three (3) comparable replacement dwellings, if available, for sale and the payment computed on the basis of the dwelling most nearly representative of the displacement dwelling.

ii. The purchase price of the decent, safe, and sanitary replacement dwelling actually purchased and occupied by the displaced person.

b. Mixed-use and Multi-family Properties If the displacement dwelling was part of a property that contained another dwelling unit and/or space used for non-residential purposes, and/or is located on a lot larger than typical for residential purposes, only that portion of the acquisition payment which is actually attributable to the displacement dwelling shall be considered its acquisition cost when computing the price differential.

c. Insurance Proceeds To the extent necesary to avoid duplicate compensation, the amount of any insurance proceeds received by a person in connection with a loss to the displacement dwelling due to a catastrophic occurrence (fire, flood, etc.) shall be included in the acquisition cost of the displacement dwelling when computing the price differential. (Also see Section I-D.)

d. Owner Retention of Displacement Dwelling If the owner retains ownership of his or her dwelling, moves it from the displacement site, and reoccupies it on a replacement site, the purchase price of the replacement dwelling shall be the sum of:

i. The cost of moving and restoring the dwelling to a condition comparable to that prior to the move; and

ii. The cost of making the unit a decent, safe, and sanitary replacement dwelling (defined in Section I-C-5); and

iii. The current fair market value for residential use of the replacement site, unless the claimant rented the displacement site and there is a reasonable opportunity for the claimant to rent a suitable replacement site; and

iv. The retention value of the dwelling, if such retention value is reflected in the "acquisition cost" used when computing the replacement housing payment.

4. Increased Mortgage Interest Costs The U.R. Agency shall determine the factors to be used in computing the amount to be paid to a displaced person under Subsection A-2-b of this Section. The payment for increased mortgage interest cost shall be the amount which will reduce the mortgage balance on a new mortgage to an amount which could be amortized with the same monthly payments for principal and interest as that for the mortgage(s) on the displacement dwelling. In addition, payments shall include other debt service costs, if not yet paid as incidental costs, and shall be based only on bona fide mortgage(s) that were valid liens on the displacement dwelling for at least 180 days prior to the negotiations. Subsections A-4-a, b, c, d and e, below, of this Section shall apply to the computation of the increased mortgage interest cost payment, which payment shall be contingent upon a mortgage being placed on the replacement dwelling. The following rules apply to the computation:

a. The payment shall be based only on a bona fide mortgage(s) that was a valid lien on the displacement dwelling for at least 180 days prior to the initiation of negotiations. All such mortgages on the displacement dwelling shall be used to compute the payment;

b. The payment shall be based on the unpaid mortgage balance on the displacement dwelling or the new mortgage, whichever is shorter;

c. The payment shall be based on the remaining term of the mortgage on the displacement dwelling or the actual term of the new mortgage, whichever is shorter;

d. The interest charge on the new mortgage shall not exceed the prevailing interest rate currently charged by mortgage lending institutions in the area in which the replacement dwelling is located;

e. The present value of the increased interest costs shall be computed at the prevailing interest rate paid on savings deposits by commercial banks in the area in which the replacement dwelling is located;

f. Purchaser's points and loan origination or assumption fees, but not seller's points, shall be paid to the following extent:

i. They are not paid as incidental expenses;

ii. They do not exceed rates normal to similar real estate transactions in the area;

iii. The U.R. Agency determines them to be necessary, and the computation of such points and fees shall be based on the unpaid mortgage balance on the displacement dwelling.

iv. The computation of such points and fees shall be based on the unpaid mortgage balance on the displacement dwelling.

5. Incidental Expenses The incidental expenses to be paid under this Subsection are those necessary and reasonable costs actually incurred by the displaced person incident to the purchase of a replacement dwelling, and customarily paid by the buyer, including:

a. Legal, closing, and related costs, including those for title search, preparing conveyance instruments, notary fees, preparing surveys and plats, and recording fees;

b. Lender, FHA, or VA application and appraisal fees;

c. Loan origination or assumption fees that do not represent prepaid interest;

d. Certification of structural soundness and termite inspection when required;

e. Credit report;

f. Owner's and mortgagee's evidence of title, e.g., title insurance;

g. Escrow agent's fee;

h. State revenue or documentary stamps, sales or transfer taxes;

i. Such other costs as the U.R. Agency determines to be incidental to the purchase.

6. Rental Assistance Payment for 180-day Homeowner A 180-day homeowner-occupant, who could be eligible for a replacement housing payment, but elects to rent a replacement dwelling, is eligible for a rental assistance payment not to exceed $5,250, computed and disbursed in accordance with rental assistance payments.

B. REPLACEMENT HOUSING PAYMENT FOR 90-DAY OCCUPANTS

1. Eligibility A tenant or owner-occupant displaced from a dwelling is entitled to a payment not to exceed $5,250 for rental assistance, as computed in accordance with Section IV-B-2 below, or down payment assistance, as computed in accordance with Section IV-B-5 below, if such displaced person:

a. Has actually and lawfully occupied the displacement dwelling for at least 90 days immediately prior to the initiation of negotiations; and

b. Has rented, or purchased, and occupied a decent, safe, and sanitary replacement dwelling within one (1) year after:

i. For a tenant, the date he or she moves from the displacement dwelling; or

ii. For an owner-occupant, the later of:

The date he or she receives the final payment for the displacement dwelling, or in the case of condemnation, the date the full amount of the estimate of just compensation is deposited with the court; or

The date he or she moves from the displacement dwelling.

2. Rental Assistance Payment

An eligible displaced person who rents a replacement dwelling is entitled to a payment not to exceed $5,250 for rental assistance. Such payment shall be 42 times the amount obtained by subtracting the base monthly rental for the displacement dwelling from the lesser of:

a. The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or

b. The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.

3. Base Monthly Rental for Displacement Dwelling The base monthly rental for the displacement dwelling is the lesser of:

a. The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the U.R. Agency (For an owner-occupant, use the fair market rent of the displacement dwelling. For a tenant who paid little or no rent for the displacement dwelling, use the fair market rent, unless its use would result in a hardship because of the person's income or other circumstance.); or

b. Thirty (30) percent of the person's average gross household income. (If the person refuses to provide appropriate evidence of income or is a dependent, the base monthly rental shall be established solely on the criteria in Section IV-B-3-a, above. A full time student or resident of an institution may be assumed to be a dependent, unless the person demonstrates otherwise.); or

c. The total of the amounts designated for shelter and utilities if receiving a welfare assistance payment from a program that designates the amounts for shelter and utilities.

4. Manner of Disbursement A rental assistance payment may, at the U.R. Agency's discretion, be disbursed in either a lump sum or in installments. However, except as limited by payment after death, the full amount vests immediately, whether or not there is any later change in the person's income or rent, or in the condition or location of the person's housing.

5. Down Payment Assistance Payment

a. Amount of Payment An eligible displaced person who purchases a replacement dwelling is entitled to a downpayment assistance payment in the amount the person would receive under Section IV-B-2, as if the person had rented a comparable replacement dwelling.

b. At the discretion of the U.R. Agency, a downpayment assistance payment may be increased to any amount not to exceed $5,250. However, the payment to a displaced homeowner shall not exceed the amount the owner would receive under Section IV-A-2 if he or she met the 180-day occupancy requirement. Maximum payment may be made at the U.R. Agency's discretion. Such discretion shall be exercised in a uniform and consistent manner, so that eligible displaced persons in like circumstances are treated equally. A displaced person eligible to receive a payment as a 180-day owner-occupant is not eligible for this payment.

c. Application of Payment The full amount of the replacement housing payment for down payment assistance must be applied to the purchase price of the replacement dwelling and related incidental expenses.

C. ADDITIONAL RULES GOVERNING REPLACEMENT HOUSING PAYMENTS

1. Determining Cost of Comparable Replacement Dwelling
The upper limit of a replacement housing payment shall be based on the cost of comparable replacement dwelling.

a. If available, at least three (3) comparable replacement dwelllings shall be examined and the payment computed on the basis of the dwelling most nearly representative of, and equal to, or better than, the displacement dwelling. An adjustment shall be made to the asking price of the dwelling, to the extent justified by local market data. An obviously overpriced dwelling may be ignored.

b. If the site of the comparable replacement dwelling lacks a major exterior attribute of the displacement dwelling site (e.g., the site is significantly smaller or does not contain a swimming pool), the value of such attribute shall be subtracted from the acquisition cost of the displacement dwelling for the purposes of computing the payment.

c. If the acquisition of a portion of a typical residential property causes the displacement of the owner from the dwelling and the remainder is a buildable residential lot, the U.R. Agency may offer to purchase the entire property. If the owner refuses to sell the remainder to the U.R. Agency, the fair market value of the remainder may be added to the acquisition cost of the displacement dwelling for purposes of computing the replacement housing payment.

d. To the extent feasible, comparable replacement dwellings shall be selected from the neighborhood in which the displacement dwelling was located or, if that is not possible, in nearby or similar neighborhoods where the housing costs are generally the same or higher.

3. Inspection of Replacement Dwelling Before making a replacement housing payment or releasing a payment from escrow, the U.R. Agency, or its designated staff, shall inspect the replacement dwelling and determine whether it is a decent, safe, and sanitary dwelling.

Both an interior and exterior inspection are required. If the displaced person moves to another jurisdiction, the U.R. Agency may ask a public agency in that jurisdiction to conduct the inspection.

4. Purchase of Replacement Dwelling A displaced person is considered to have met the requirement to purchase a replacement dwelling, if the person:

a. Purchases a dwelling;

b. Purchases and rehabilitates a substandard dwelling;

c. Relocates a dwelling which he or she owns or purchases;

d. Constructs a dwelling on a site he or she owns or purchases;

e. Contracts for the purchase or construction of a dwelling on a site provided by a builder or on a site the person owns or purchases; or

f. Currently owns a previously purchased dwelling and site, valuation of which shall be on the basis of current fair market value.

5. Occupant Requirements for Displacement or Replacement Dwelling No person shall be denied eligibility for a replacement housing payment solely because the person is unable to meet the occupant requirements set forth in these regulations for a reason beyond his or her control, including:

a. A disaster, an emergency, or an imminent threat to the public health or welfare, as determined by the President, any Federal Agency funding the project, or the U.R. Agency; or

b. Another reason, such as a delay in the construction of the replacement dwelling, military reserve duty, or hospital stay, as determined by the U.R. Agency.

6. Conversion of Payment A displaced person who initially rents a replacement dwelling and receives a rental assistance payment is eligible to receive a payment if he or she meets the eligibility criteria for such payments, including purchase and occupancy within the prescribed one (1) year period. Any portion of the rental assistance payment that has been disbursed shall be deducted from the payment.

7. Payment After Death A replacement housing payment is personal to the displaced person and upon his or her death the undisbursed portion of any such payment shall not be paid to the heirs or assigns, except that:

a. The amount attributable to the displaced person's period of actual occupancy of the replacement housing shall be paid;

b. The full payment shall be disbursed in any case in which a member of a displaced family dies and the other family member(s) continue to occupy a decent, safe, and sanitary replacement dwelling;

c. Any portion of a replacement housing payment necessary to satisfy the legal obligation of an estate in connection with the selection of a replacement dwelling by or on behalf of a deceased person shall be disbursed to the estate.

D. REPLACEMENT HOUSING OF LAST RESORT

1. Determination to Provide Replacement Housing of Last Resort Whenever a program or project cannot proceed on a timely basis because comparable replacement dwellings are not available within the monetary limits for owner or tenants, the U.R. Agency shall provide additional or alternative assistance, as appropriate, under the provisions of this Section. Any decision to provide last resort housing assistance must be adequately justified by either:

a. On a case-by-case basis, for good cause, which means that appropriate consideration has been given to:

i. The availability of comparable replacement housing in the program or project area; and

ii. The resources available to provide comparable replacement housing; and

iii. The individual circumstances of the displaced person; or

b. By a determination that:

i. There is little, if any, comparable replacement housing available to displaced persons within an entire program or project area; and, therefore, last resort housing assistance is necessary for the area as a whole; and

ii. A program or project cannot be advanced to completion in a timely manner without last resort housing assistance; and

iii. The method selected for providing last resort housing assistance is cost effective, considering all elements which contribute to total program or project costs. (Will project delay justify waiting for less expensive comparable replacement housing to become available?)

2. Basic Rights of Persons to be Displaced
Notwithstanding any provision of this Section, no person shall be required to move from a displacement dwelling unless comparable replacement housing is available to such person. No person may be deprived of any rights the person may have under the Uniform Act or these Relocation Guidelines. The U.R. Agency shall not require any displaced person to accept a dwelling provided by the U.R. Agency under these procedures (unless the U.R. Agency and the displaced person have entered into a contract to do so) in lieu of any acquisition payment or any relocation payment for which the person may otherwise be eligible.

3. Methods of Providing Replacement Housing The U.R. Agency shall have broad latitude in implementing this Section, but implementation shall be for reasonable cost on a case-by-case basis, unless an exception to case-by-case analysis is justified for an entire project.

a. The methods of providing replacement housing of last resort include, but are not limited to:

i. A replacement housing payment in excess of the limits. A rental assistance subsidy under this Section may be provided in installments or in a lump sum at the U.R. Agency's discretion; or

ii. Rehabilitation of and/or additions to an existing replacement dwelling; or

iii. The construction of a new replacement dwelling; or

iv. The provision of a direct loan, which requires regular amortization or deferred repayment. The loan may be unsecured or secured by real property. The loan may bear interest or be interest-free; or

v. The relocation and, if necessary, rehabilitation of a dwelling; or

vi. The purchase of land and/or a replacement dwelling by the displacing agency and subsequent sale or lease to, or exchange with a displaced person; or

vii. The removal of barriers to the handicapped; or

viii. The change in status of the displaced person with his or her concurrance from tenant to homeowner when it is more cost effective to do so, as in cases where a downpayment may be less expensive than a last resort rental assistance payment.

b. Under special circumstances, consistent with the definition of a comparable replacement dwelling, modified methods of providing replacement housing of last resort permit consideration of replacement housing based on space and physical characteristics different from those in the displacement dwelling, including upgraded, but smaller replacement housing that is decent, safe, and sanitary and adequate to accommodate individuals or families displaced from marginal or substandard housing with probable functional obsolescence. In no event, however, shall a displaced person be required to move into a dwelling that is not functionally equivalent in accordance with Section I-C-4-b.

c. The U.R. Agency shall provide assistance under this Section to a displaced person who is not eligible to receive a replacement housing payment because of failure to meet the length of occupancy requirement when comparable replacement rental housing is not available at rental rates within the person's financial means, which is 30 percent of the person's gross monthly household income. Such assistance shall cover a period of 42 months.

SECTION V MOBILE HOMES

A. APPLICABILITY

This Section describes the requirements governing the provision of relocation payments to a peron displaced from a mobile home and/or mobile homesite who meets the basic eligibility requirements of these regulations. Except as modified by this Section, such a displaced person is entitled to a moving expense payment in accordance with Section III, and a replacement housing payment in accordance with Section IV to the same extent and subject to the same requirements as persons displaced from conventional dwellings.

B. MOVING AND RELATED EXPENSES - MOBILE HOMES

A homeowner-occupant displaced from a mobile home or mobile homesite is entitled to a payment for the cost of moving his or her mobile home on an actual cost basis in accordance with Section III-A. A non-occupant owner of a rented mobile home is eligible for actual cost reimbrusement. However, if the mobile home is not acquired, but the homeowner-occupant obtains a replacement housing payment under one of the circumstances, the owner is not eligible for payment for moving the mobile home, but may be eligible for a payment for moving personal property from the mobile home.

The following rules apply to payments for actual moving expenses:

1. A displaced mobile homeowner, who moves the mobile home to a replacement site, is eligible for the reasonable cost of disassembling, moving, and reassembling any attached appurtenances (such as porches, decks, skirting and awnings) which were not acquired, anchoring of the unit, and utility "hook up" charges;

2. If a mobile home requires repairs and/or modifications so that it can be moved and/or made decent, safe and sanitary, and the U.R. Agency determines that it would be economically feasible to incur the additional expense, the reasonable cost of such repairs and/or modifications is reimbursable; and

3. A nonreturnable mobile home park entrance fee is reimbursable to the extent it does not exceed the fee at a comparable mobile home park, if the person is displaced from a mobile home park or the U.R. Agency determines that payment of the fee is necessary to effect relocation.

SECTION VI REAL PROPERTY ACQUISITION

A. APPLICABILITY OF ACQUISITION REQUIREMENTS

1. General The requirements of this Section apply to any acquisition of real property for a U.R. Agency program or project, except for:

a. Voluntary transactions that meet all of the following conditions:

i. No specific site or property needs to be acquired, although the U.R. Agency may limit its search for alternative sites to a general geographic area. Where the U.R. Agency wishes to purchase more than one (1) site within a geographic area on this basis, all owners are to be treated similarly;

ii. The property to be acquired is not part of an intended, planned or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits;

iii. The U.R. Agency will not acquire the property in the event negotiations fail to result in an amicable agreement, and the owner is so informed in writing;

iv. The U.R. Agency will inform the owner of what it believes to be the fair market value of the property.

b. Acquisitions for programs or projects undertaken by the U.R. Agency, if it receives Federal financial assistance but does not have authority to acquire property by eminent domain, provided that the U.R. Agency shall:

i. Prior to making an offer for the property, clearly advise the owner that it is unable to acquire the property in the event negotiations fail to result in an amicable agreement; and

ii. Inform the owner of what it believes to be fair market value of the property.

c. The acquisition of real property from a Federal agency, the State, or a State agency, if the U.R. Agency desiring to make the purchase does not have authority to acquire the property through condemnation.

d. The acquisition of real property by a cooperative from a person who, as a condition of membership in the cooperative, has agreed to provide without charge any real property that is needed by the cooperative.

2. Less-Than-Full-Fee Interest in Real Property In addition to fee simple title, the provisions of this Section apply when acquiring fee title subject to retention of a life estate or a life use; to acquisition by leasing where the lease term, including option(s) for extension, is fifty (50) years or more; and to the acquisition of permanent easements.

3. Federally-assisted Projects For projects receiving Federal financial assistance, the provisions of Section VI-B, C, D and E, below, apply to the greatest extent practicable under State law.

B. BASIC ACQUISITION POLICIES

1. Expeditious Acquisition The U.R. Agency shall make every reasonable effort to acquire the real property expeditiously by negotiation.

2. Notice to Owner As soon as feasible, the owner shall be notified of the U.R. Agency's interest in acquiring the real property and the basic protections, including the U.R. Agency's obligation to secure an appraisal, provided to the owner by law and this Section. (See also Section II-C.)

3. Appraisal, Waiver Thereof, and Invitation to Owner

a. Before the initiation of negotiations the real property to be acquired shall be appraised, except as provided in Section VI-B-3-b, below, and the owner, or the owner's designated representative, shall be given an opportunity to accompany the appraiser during the appraiser's inspection of the property.

b. An appraisal is not required if the owner is donating the property and releases the U.R. Agency from this obligation, or the U.R. Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the fair market value is estimated at $2,500 or less, based on a review of available data.

4. Establishment and Offer of Just Compensation Before the initiation of negotiations, the U.R. Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the fair market value of the property, taking into account the value of allowable damages or benefits to any remaining property. (See also Section V-D.) Promptly thereafter, the U.R. Agency shall make a written offer to the owner to acquire the property for the full amount believed to be just compensation.

5. Summary Statement Along with the initial written purchase offer, the owner shall be given a written statement of the basis for the offer of just compensation which shall include:

a. A statement of the amount offered as just compensation. In the case of a partial acquisition, the compensation for the real property to be acquired and the compensation for damages, if any, to the remaining real property shall be separately stated;

b. A description and location identification of the real property and the interest in the real property to be acquired;

c. An identification of the buildings, structures, and other improvements (including removable building equipment and trade fixtures) which are considered to be part of the real property for which the offer of just compensation is made. Where appropriate, the statement shall identify any separately held ownership interest in the property, e.g., a tenant-owned improvement and indicate that such interest is not covered by the offer.

6. Basic Negotiation Procedures The U.R. Agency shall make reasonable efforts to contact the owner or the owner's representative and discuss its offer to purchase the property, including the basis for the offer of just compensation; and explain its acquisition policies and procedures, including its payment of incidental expenses in accordance with Section VI-F, below. The owner shall be given reasonable opportunity to consider the offer and present material which the owner believes is relevant to determining the value of the property and to suggest modification in the proposed terms and conditions of the purchase. The U.R. Agency shall consider the owner's presentation.

7. Upgrading Offer of Just Compensation If the information presented by the owner, or a material change in the character or condition of the property, indicates the need for new appraisal information, or if a significant delay has occurred since the time of the appraisal(s) of the property the U.R. Agency shall have the appraisal(s) updated or obtain a new appraisal(s). If the latest appraisal information indicates that a change in the purchase offer is warranted, the U.R. Agency shall promptly reestablish just compensation and offer that amount to the owner in writing.

8. Coersive Action The U.R. Agency shall not advance the time of condemnation, or defer negotiations of condemnation or the deposit of funds with the court, or take any other coersive action in order to induce an agreement on the price to be paid for the property.

9. Administrative Settlement The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and an authorized U.R. Agency official approves such administrative settlement as being reasonable, prudent, and in the public interest. When Federal funds pay for or participate in acquisition costs a written justification shall be prepared which indicates that available information (e.g., appraisals, recent court awards, estimated trial costs, or valuation problems) supports such a settlement.

10. Payment Before Taking Possession Before requiring the owner to surrender possession of the real property, the U.R. Agency shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court for the benefit of the owner, an amount not less than the U.R. Agency's approved appraisal of the fair market value of such property, or the court award of compensation in the condemnation proceeding for the property. In exceptional circumstances, with the prior approval of the owner, the U.R. Agency may obtain a right-of-entry for construction purposes before making payment available to an owner.

11. Uneconomic Remnant If the acquisition of only a portion of a property would leave the owner with an uneconomic remnant, the U.R. Agency shall offer to acquire the uneconomic remnant along with the portion of the property needed for the project.

12. Inverse Condemnation If the U.R. Agency intends to acquire any interest in real property by exercise of the power of eminent domain, it shall institute formal condemnation proceedings and not intentionally make it necessary for the owner to institute legal proceedings to prove the fact of the taking of the real property.

13. Fair Rental If the U.R. Agency permits a former owner or tenant to occupy the real property after acquisition for a short term or a period subject to termination by the U.R. Agency on short notice, the rent shall not exceed the fair market rent for such occupancy.

C. CRITERIA FOR APPRAISAL

1. Standards of Appraisal The format and level of documentation for an appraisal depend on the complexity of the appraisal problem. The U.R. Agency shall develop minimum standards for appraisals consistent with established and commonly accepted appraisal practice for those acquistions which, by virtue of their low value or simplicity, do not require the in-depth analysis and presentation necessary in a detailed appraisal. A detailed appraisal shall be prepared for all other acquisitions. A detailed appraisal shall reflect nationally recognized appraisal standards, including, to the extent appropriate, the Uniform Appraisal Standards for Federal Land Acquisition. An appraisal must contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support his or her opinion of value. At a minimum, a detailed appraisal shall contain the following items:

a. The purpose and/or the function of the appraisal, a definition of the estate being appraised, and a statement of the assumptions and limiting conditions affecting the appraisal;

b. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a five (5) year sales history of the property;

c. All relevant and reliable approaches to value consistent with commonly accepted professional appraisal practices. When sufficient market sales data are available to reliably support the fair market value for the specific appraisal problem encountered, the U.R. Agency, at its discretion, may require only the market approach. If more than one approach is utilized, there shall be an analysis and reconciliation of approaches to value that are sufficient to support the appraiser's opinion of value;

d. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction;

e. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate;

f. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

2. Influence of the Project on Just Compensation To the extent permitted by applicable law, the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner.

3. Owner Retention of Improvements If the owner of a real property improvement is permitted to retain it for removal from the project site, the amount to be offered for the interest in the real property to be acquired shall be not less than the difference between the amount determined to be just compensation for the owner's entire interest in the real property and the salvage value of the retained improvement.

4. Qualifications of Appraisers The U.R. Agency shall establish criteria for determining the minimum qualifications of appraisers. Appraiser qualifications shall be consistent with the level of difficulty of the appraisal assignment. The U.R. Agency shall review the experience, education, training, and other qualifications of appraisers, including review appraisers, and utilize only those determined to be qualified.

5. Conflict of Interest No appraiser or review appraiser shall have any interest, direct or indirect, in the real property being appraised for the U.R. Agency that would in any way conflict with the preparation or review of the appraisal. Compensation for making an appraisal shall not be based on the amount of the valuation. No appraiser shall act as a negotiator for real property which that person has appraised, except that the U.R. Agency may permit the same person to both appraise and negotiate an acquisition where the value of the acquisition is $2,500, or less.

D. REVIEW OF APPRAISALS

The U.R. Agency shall have an appraisal review process and, at a minimum, such review process shall include the following:

1. A qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.

2. If the reviewing appraiser is unable to approve or recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain an additional appraisal, the reviewing appraiser may develop appraisal documentation in accordance with Section VI-C, above, to support an approved or recommended value.

3. The review appraiser's certification of the recommended or approved value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation or approval. Any damages or benefits to any remaining property shall also be identified in the statement.

E. ACQUISITION OF TENANT-OWNED IMPROVEMENTS

1. Acquisition of Improvements When acquiring any interest in real property, the U.R. Agency shall offer to acquire at least an equal interest in all buildings, structures, or other improvements located upon the real property to be acquired, which it requires to be removed or which it determines will be adversely affected by the use to which such real property will be put. This shall include any improvement of a tenant-owner who has the right or obligation to remove the improvement at the expiration of the lease term.

2. Improvements Considered to be Real Property Any building, structure or other improvement which would be considered to be real property if owned by the owner of the real property on which it is located, shall be considered to be real property for purposes of this Subsection.

3. Appraisal and Establishment of Just Compensation for Tenant-Owned Improvements Just compensation for a tenant-owned improvement is the amount which the improvement contributes to the fair market value of the whole property or its salvage value, whichever is greater. (Salvage value is defined in Section I-C-18.)

4. Special Conditions No payment shall be made to a tenant-owner for any real property improvement unless:

a. The tenant-owner, in consideration for the payment, assigns, transfers and releases to the U.R. Agency all of the tenant-owner's right, title, and interest in the improvement; and

b. The owner of the real property on which the improvement is located disclaims all interest in the improvement; and

c. The payment does not result in the duplication of any compensation otherwise authorized by law.

5. Alternative Compensation Nothing in this Subsection shall be construed to deprive the tenant-owner of any right to reject payment under this Subsection and to obtain payment for such property interests in accordance with other applicable law.

F. EXPENSES INCIDENTAL TO TRANSFER OF TITLE TO THE U.R. AGENCY

1. The owner of the real property shall be reimbursed for all reasonable expenses the owner necessarily incurred for:

a. Recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying the real property to the U.R. Agency. However, the U.R. Agency is not required to pay costs solely required to perfect the owner's title to the real property; and

b. Penalty costs and other charges for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property; and

c. The pro rata portion of any prepaid real property taxes which are allocable to the period after the U.R. Agency obtains title to the property or effective possession of it, whichever is earlier.

2. Whenever feasible, the U.R. Agency shall pay these costs directly so that the owner will not have to pay such costs and then seek reimbursement from the U.R. Agency.

G. CERTAIN LITIGATION EXPENSES

The owner of the real property shall be reimbursed for any reasonable expenses, including reasonable attorney, appraisal, and engineering fees which the owner actually incurred because of a condemnation proceeding, if:

1. The final judgment of the court is that the U.R. Agency cannot acquire the real property by condemnation; or

2. The condemnation proceeding is abandoned by the U.R. Agency other than under an agreed upon settlement; or

3. The court having jurisdiction renders a judgment in favor of the owner in an inverse condemnation proceeding or the U.R. Agency effects a settlement of such proceeding.

DONATIONS

n owner whose real property is being acquired may, after being ully informed by the U.R. Agency of the right to receive just compensation for such property, donate such property or any part thereof, any interest therein, or any compensation paid therefor, to the U.R. Agency as such owner shall determine. The U.R. Agency is responsible for assuring that an appraisal of the real property is obtained unless the owner releases the U.R. Agency from such obligation, except as provided in Section VI-B-3.

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR91-01

A RESOLUTION AMENDING THE RELOCATION AND PROPERTY ACQUISITION GUIDELINES AND PROCEDURES FOR THE URBAN RENEWAL AGENCY OF LINCOLN CITY

WHEREAS, the Urban Renewal Agency of the City of Lincoln City, prepared and adopted Relocation and Property Acquisition Guidelines and Procedures in conformance with the requirements of its Plan, the Oregon Revised Statutes, and the Federal Uniform Relocation Assistance in Real Property Acquisition Policies Act; and

WHEREAS, Lyle A. Stewart, a consultant hired by the Urban Renewal Agency has recommended two minor changes to the those Relocation and Property Acquisition Guidelines.

NOW, THEREFORE, BE IT RESOLVED by the Lincoln City Urban Renewal Agency, that pages 42 and 57 of the Relocation and Property Acquisition Guidelines and Procedures adopted on September 10, 1990, by Resolution of the Urban Renewal Agency, UR90-05, are amended to read as provided in the attached Exhibits "A" and "B", which are incorporated by this reference herein.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 7th day of January, 1991.

ROBERT DERR, CHAIR

ATTEST:

D. W. WORKS, RECORDING SECRETARY

5. Down Payment Assistance Payment

a. Amount of Payment An eligible displaced person who purchases a replacement dwelling is entitled to a downpayment assistance payment in the amount the person would receive under Section IV-B-2, as if the person had rented a comparable replacement dwelling.

b. At the discretion of the U.R. Agency, a downpayment assistance payment may be increased to any amount not to exceed $5,250. However, the payment to a displaced homeowner shall not exceed the amount the owner would receive under Section IV-A-2 if he or she met the 180-day occupancy requirement. Maximum payment may be made at the U.R. Agency's discretion. Such discretion shall be exercised in a uniform and consistent manner, so that eligible displaced persons in like circumstances are treated equally. A displaced person eligible to receive a payment as a 180-day owner-occupant is not eligible for this payment.

c. Application of Payment The full amount of the replacement housing payment for down payment assistance must be applied to the purchase price of the replacement dwelling and related incidental expenses.

C. ADDITIONAL RULES GOVERNING REPLACEMENT HOUSING PAYMENTS

1. Determining Cost of Comparable Replacement Dwelling
The upper limit of a replacement housing payment shall be based on the cost of comparable replacement dwelling.

a. If available, at least three (3) comparable replacement dwellings shall be examined and the payment computed on the basis of the dwelling most nearly representative of, and equal to, or better than, the displacement dwelling. An adjustment shall be made to the asking price of the dwelling, to the extent justified by local market data. An obviously overpriced dwelling may be ignored.

b. If the site of the comparable replacement dwelling lacks a major exterior attribute of the displacement dwelling site (e.g., the site is significantly smaller or does not contain a swimming pool), the value of such attribute shall be subtracted from the acquisition cost of the displacement dwelling for the purposes of computing the payment.

EX. "A"

4. Qualifications of Appraisers The U.R. Agency shall establish criteria for determining the minimum qualifications of appraisers. Appraiser qualifications shall be consistent with the level of difficulty of the appraisal assignment. The U.R. Agency shall review the experience, education, training, and other qualifications of appraisers, including review appraisers, and utilize only those determined to be qualified.

5. Conflict of Interest No appraiser or review appraiser shall have any interest, direct or indirect, in the real property being appraised for the U.R. Agency that would in any way conflict with the preparation or review of the appraisal. Compensation for making an appraisal shall not be based on the amount of the valuation. No appraiser shall act as a negotiator for real property which that person has appraised, except that the U.R. Agency may permit the same person to both appraise and negotiate an acquisition where the value of the acquisition is $2,500, or less.

D. REVIEW OF APPRAISALS

In the event Federal funds are used by the U.R. Agency to acquire property, the U.R. Agency shall have an appraisal review process and, at a minimum, such review process shall include the following:

1. A qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.

2. If the reviewing appraiser is unable to approve or recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain an additional appraisal, the reviewing appraiser may develop appraisal documentation in accordance with Section VI-C, above, to support an approved or recommended value.

3. The review appraiser's certification of the recommended or approved value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation or approval. Any damages or benefits to any remaining property shall also be identified in the statement.

EX "B"

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. 90 - 01

A RESOLUTION OF THE URBAN RENEWAL AGENCY APPROVING AND ADOPTING AGENCY BY-LAWS

WHEREAS, the City Council of the City of Lincoln City, Oregon, pursuant to the provisions of Chapter 457 of the Oregon Revised Statutes, and City ordinance designation, is the duly appointed Urban Renewal Agency of the City of Lincoln City, Oregon.

WHEREAS, the Agency wishes to adopt a set of by-laws to govern the conduct and business of the Agency.

NOW, THEREFORE, the Urban Renewal Agency of the City of Lincoln City does resolve as follows:

ARTICLE I - AUTHORITY

Section 1. Name: The name of the Agency shall be the Urban Renewal Agency of the City of Lincoln City, Oregon, hereinafter referred to as "Agency".

Section 2. Office: The office of the Agency shall be the Office of the Department of Planning, City Hall, City of Lincoln City, Oregon.

Section 3. Power and Duties of the Agency: The powers and duties of the Agency shall be as provided by Chapter 457 of the Oregon Revised Statutes, the Lincoln City Charter, and as authorized by the City Council of Lincoln City in accordance with Ordinance No. 88-14, adopted by the Lincoln City City Council on September 26, 1988.

ARTICLE II - AGENCY

Section 1. Agency Membership: All of the powers of the Urban Renewal Agency of the City of Lincoln City shall be exercised by and invested in the City Council of the City of Lincoln City, Oregon.

Section 2. Agency Terms: The term of office of each member of the Urban Renewal Agency shall be concurrent with each member's term of office as a member of the City Council.

ARTICLE III - OFFICERS

Section 1. Officers: The officers of the Agency shall be chair, vice chair, and any other officer whom the Agency deems necessary.

Section 2. Chair: The Chair shall be elected by the Agency members and shall preside at all meetings of the Agency. Except as otherwise authorized by resolution of the Agency, the Chair shall sign all contracts, deeds and other instruments made by the Agency. At each meeting, the Chair shall submit such recommendations and information as the Chair may consider proper concerning the business, affairs and policies of the Agency.

Section 3. Vice Chair: The Vice Chair shall be elected by the Agency and shall perform the duties of the Chair in the absence or incapacity of the Chair; and in case of resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Agency shall elect a new Chair.

Section 4. Additional Duties: The officers of the Agency shall perform such other duties and functions as may from time to time be required by the Agency by the by-laws or rules and regulations of the Agency.

Section 5. Election or Appointment: The officers of the Agency shall be elected annually by the Agency from among the Agency members at the first regular meeting of the Agency in January of each year, and shall hold office for one (1) year or until their successors are elected and qualified. Provided, that the officers initially elected shall hold office until the first regular meeting of the Agency in 1991, or until their successors are elected and qualified.

Section 6. Vacancies: Should the offices of the Chair, or Vice Chair become vacant, the Agency shall elect a successor from its Agency members at the next regular meeting and such election shall be for the unexpired term of such office.

Section 7. Removal: The Chair, or Vice Chair, may be removed from that office at any time by a vote of a majority of the entire Agency.

Section 8. Personnel: The Agency may create such positions and appoint such personnel as it may from time to time find necessary or convenient to perform its duties and obligations at such compensation as may be established by the Agency, which appointments shall continue at the pleasure of the Agency or until

resignation. The Agency may contract with the City of Lincoln City for the services of City personnel.

ARTICLE IV - MEETINGS

Section 1. Regular Meetings: Regular meetings shall be held at such time and place as may from time to time be determined by resolution of the Agency in conformance with Oregon Public Meetings Law. A regular meeting may be continued, postponed, cancelled or adjourned to a later date by a vote of the majority of the Agency members present and voting and no notice of such adjourned meeting needs to be given to Agency members.

Section 2. Special Meetings: The Chair may, when the Chair deems it expedient, and shall, upon the written request of two (2) Agency members, call a special meeting of the Agency to be held at the regular meeting place, unless otherwise specified in the call, for the purpose of transacting any business designated. Notice shall be given to the public in accordance with the Oregon Public Meetings Law. Members shall be notified by telephone at least twenty-four (24) hours before a special meeting. A reasonable attempt to reach the member is sufficient notice, even if actual contact is not made. Presence of any Agency member at any meeting shall be deemed to be a waiver of notice of such meeting. Special meetings may also be held at any time by the unanimous consent of all Agency members.

Section 3. Quorum: A majority of the incumbent members of the Agency shall constitute a quorum for the purpose of conducting

its business and exercising its powers and for all other purposes. Except as these by-laws provide otherwise, the express concurrence of a majority of the members of the Agency voting when a quorum of the Agency is present at the Agency meeting shall be necessary to decide any question before the Agency.

Section 4. Manner of Voting: The voting shall be by roll call, and the ayes and nays and Agency members abstaining shall be entered upon the minutes of such meeting.

Section 5. Order of Business: At the regular meetings of the Agency, the following shall be substantially the order of business:

(a) Roll Call

(b) Approval of minutes of previous meeting

(c) Communications from the audience

(d) Written communications

(e) Report of Chair

(f) Reports of Committees

(g) Unfinished business

(h) New and miscellaneous business

(i) Resolutions

(j) Adjournment

Section 6. Resolutions: All resolutions shall be in writing.

Section 7. Roberts Rules: All rules of order not herein provided for shall be determined in accordance with Roberts Rules of Order Newly Revised.

Section 8. Open Meetings: All meetings shall be open to the public, except that any portion of a meeting may be held in Executive Session if such session is in conformance with the Oregon Public Meetings Law.

ARTICLE V - PROCEDURES

Section 1. Standing or Special Committees: The establishment of committees shall be by vote of the Agency. The Agency by vote, may refer items to standing or special committees for recommendation and report. All committee members shall be appointed by the Chair, subject to approval by the Agency. The committee member first named shall act as Chair thereof. All committees need not be restricted to Agency members.

Section 2. Authorization of Expenditures: Authorization and approval of the expenditures of money may be made only at a regular meeting or at a special meeting called for that purpose. Provided, that no authorization or approval of expenditures of money may be made at a special meeting unless all Agency members have been advised in advance of said meeting that such authorizing action is intended to be taken or considered.

ARTICLE VI - FINANCIAL

Section 1. Custody of Funds: The Finance Director of the City of Lincoln City shall be the ex officio custodian of the funds of the Agency. Such funds shall be kept separate from the funds of the City. Investment and disbursement of Agency funds shall follow the regular investment and disbursement procedures of the

City of Lincoln City by the City Council. The Urban Renewal Agency General Fund is hereby established for deposit of all Agency revenues until otherwise provided by the Agency. Other funds shall be established as needed by resolution of the Agency.

Section 2. Budget: Budget procedures followed for funds of the City of Lincoln City shall also be substantially followed for the fund or funds of the Agency, except that the committee which reviews the budget of the Agency shall consist of the Agency members and seven (7) residents of the City of Lincoln City appointed by the Agency.

Section 3. Audit: An annual audit of the fund or funds of the Agency shall be performed by the auditor of the City of Lincoln City using the same procedures as are used for funds of the City.

ARTICLE VII - AMENDMENTS

Amendments to By-Laws: The by-laws of the Agency shall be amended only with the approval of at least four (4) of the Agency members at a regular or special meeting, but no such amendment shall be adopted unless at least five (5) days written notice thereof has been previously given to all of the Agency members.

PASSED AND ADOPTED this 14th day of May, 1990.

Chair

ATTEST:

Recording Secretary

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR91 - 02

A RESOLUTION OF THE URBAN RENEWAL AGENCY
ADOPTING BUDGET FOR THE 1991-92 TAX YEAR

WHEREAS, the budget for the Urban Renewal Agency of the City of Lincoln City for the year 1991-92, commencing July 1, 1991, was approved by the Urban Renewal Budget Committee on June 4, 1991; and

WHEREAS, the Urban Renewal Agency held a Budget Hearing on June 27, 1991; and

WHEREAS, now is the proper time to pass a Resolution adopting the budget and making appropriations.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, as follows:

Section 1. That the Urban Renewal Agency of the City of Lincoln City does hereby adopt the budget approved by the Urban Renewal Budget Committee of the City of Lincoln City on June 4, 1991, now on file in the office of the City Recorder of the City of Lincoln City with amendments, if any approved, by the Urban Renewal Agency of the City of Lincoln City on June 27, 1991.

Section 2. That the amounts for the fiscal year beginning July 1, 1991, and for the purposes shown below are hereby appropriated as follows:

Personal Services	$ -0-
Materials & Services	$ 91,088
Capital Outlay	$ 1,107,000
Debt Service	$ 106,715
Contingencies	$ 21,542
Reserve for Debt Service	$ 120,241
Total Expenditures	$ 1,446,586

Section 3. That the Urban Renewal Agency of the City of Lincoln City adopts the budget and makes appropriations. Attached to this Resolution and made a part hereof, as though fully set out herein, is the Urban Renewal Agency of the City of Lincoln City's budget, approved by the Urban Renewal Budget Committee and adopted by the Urban Renewal Agency for the fiscal year 1991-92. A copy of the Budget as finally adopted shall be filed with the Department of Revenue in Salem.

ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 27th day of June, 1991.

FOSTER ASCHENBRENNER, VICE-CHAIR

ATTEST:

D. W. WORKS, CITY RECORDER

RESOLUTION NO. UR91 - 03

A RESOLUTION AUTHORIZING ISSUANCE OF A BOND PAYABLE TO THE CITY OF LINCOLN CITY

WHEREAS, the City of Lincoln City and the Urban Renewal Agency of the City of Lincoln City have previously entered into an Intergovernmental Agreement; and

WHEREAS, the Intergovernmental Agreement provided that the city would provide the Agency with temporary funding, services and supplies needed to begin implementation of the Urban Renewal Plan with the understanding that the Agency would reimburse the City for such funding, services and supplies; and

WHEREAS, the City has advanced sums exceeding EIGHTY THOUSAND AND NO/100 DOLLARS ($80,000.00) to the Agency for administrative labor and materials and services; and

WHEREAS, the City has requested that the Agency pay the City the sum of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) not later than June 30, 1992, as partial payment of this debt with the remaining balance still due; and

WHEREAS, the City has asked the Agency to issue a Bond securing payment of the above referenced TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00); and

WHEREAS, the Agency has previously signed a note to Security Pacific Bank for a Credit Facility and has, in fact, exercised that Credit Facility; and

WHEREAS, the Agency has covenanted with the Bank not to issue obligations which have a lien on tax increment revenues which is

superior to the lien of the note; and

WHEREAS, the Agency may issue subordinate obligations which have a lien on the tax increment revenues, which is inferior to the lien of the note to Security Pacific Bank, provided that the Resolution authorizing an issue of the subordinate obligation provides that debt service on the subordinate obligation may be paid only after the note has been paid in full.

NOW, THEREFORE, BE IT RESOLVED THAT THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, authorizes the Chairman of the Agency, acting on behalf of the Agency, to execute a Bond to the City of Lincoln City in the amount of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) with interest payable at the rate of eight percent (8%) per annum, which amount with interest shall become fully due and payable on June 30, 1992, provided that said Bond to the City of Lincoln City is a subordinate obligation which may be paid only after the note and Credit Facility to Security Pacific Bank have been paid in full.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 24th day of June, 1991.

FOSTER ASCHENBRENNER, VICE-CHAIR

ATTEST:

D. W. WORKS

RESOLUTION NO. UR91 - 04

A RESOLUTION AUTHORIZING PURCHASE OF PROPERTY AND APPROVAL OF LAND SALE CONTRACT

WHEREAS, Section 603 of the Urban Renewal Plan of the City of Lincoln City describes the procedure for acquiring property by the Agency; and

WHEREAS, Section 603 A provides that the Agency shall hold a public hearing prior to acquisition; and

WHEREAS, the Urban Renewal Agency of the City of Lincoln City held a public hearing on June 24, 1991, concerning the purchase of three properties legally described in the attached Exhibit "A"; and

WHEREAS, maps of the properties are attached hereto as Exhibits "B-1", "B-2", and "B-3", and incorporated by this reference herein; and

WHEREAS, the specific purpose for which the property will be used is for public parking lots; and

WHEREAS, the Agency has approved entry into the attached Land Sale Contract, which is attached hereto as Exhibit "C", which contract is incorporated herein by this reference; and

WHEREAS, the acquisition of property by the Agency must be approved by a Resolution describing such acquisition as a minor amendment to the Urban Renewal Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, as follows:

1. The Urban Renewal Agency of the City of Lincoln City finds that the proposed purchase of said property, which is described in

Exhibit "A", for purposes of use as parking lots is consistent with the Urban Renewal Plan and should be approved; and

2. That this Resolution, pursuant to the provisions of Section 603 B and Section 1201 of the Urban Renewal Plan of Lincoln City be approved as a "minor change" --- identification of property be acquired as provided in Section 603 of the Plan ---; and

3. That a copy of this Resolution, including the attached legal descriptions and the attached maps, which maps are labeled Exhibits "B" and which maps and descriptions are by this reference incorporated herein, be assigned Exhibit No. 13 and placed in Part 2 of the Urban Renewal Plan of the City of Lincoln City.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 27th day of June, 1991.

FOSTER ASCHENBRENNER, VICE-CHAIR

ATTEST:

D. W. WORKS, CITY RECORDER

EXHIBIT "A"

Property 1:

Lots 5, 6, 7, 32, 33 and 34, Block 7, TAFT, in the City of Lincoln City, County of Lincoln and State of Oregon.

SUBJECT to the reservation of an easement for 37 parking spaces which easement shall be over and on the above described property and located in closest proximity to the northern boundary of said property to benefit Tax Lots 5900 and 6000 on Assessor's Map 7-11-27 DC, which is more specifically described as follows:

> **BEGINNING** at a point that is 124.8 feet North and 243.2 feet West of the Northeast corner of Lot One of Block Seven of Taft, Oregon, **thence** North 26°30' East 64.4 feet to the West Boundary of the Oregon Coast Highway, **thence** South 46°37' East along Highway 50 feet, **thence** South 26°30' West 53.8 feet, **thence** North 60°20' West 50 feet more or less to the place of beginning, situated in Section 27, Township 7 South of Range 11 West Willamette Meridian, Lincoln County, State of Oregon. **EXCEPTING** the vault door which is specifically excluded from this sale.
>
> **BEGINNING** at a point that is 38.3 feet North and 286.3 feet west of the northeast corner of Lot 1, Block 7, Taft, running **thence** North 86°50' East 55.6 feet; **thence** North 26°30' East 69 feet; thence North 60°20' West to a point that is North 26°30' West 96.5 feet to the point of beginning, all being in Lincoln County, Oregon.
>
> Being also described as all that real estate described in the deed dated September 27, 1940, recorded December 14, 1940, Book 86, Page 145 Deed Records of Lincoln County, Oregon.

Property 2:

PARCEL I: Lots 3 and 4, Block 3, DEVILS LAKE PARK, in the City of Lincoln City, County of Lincoln and State of Oregon, **EXCEPTING** the easterly 10 feet conveyed to State of Oregon, by deed recorded October 10, 1945, in Book 107, page 21, Deed Records for Lincoln County, Oregon.

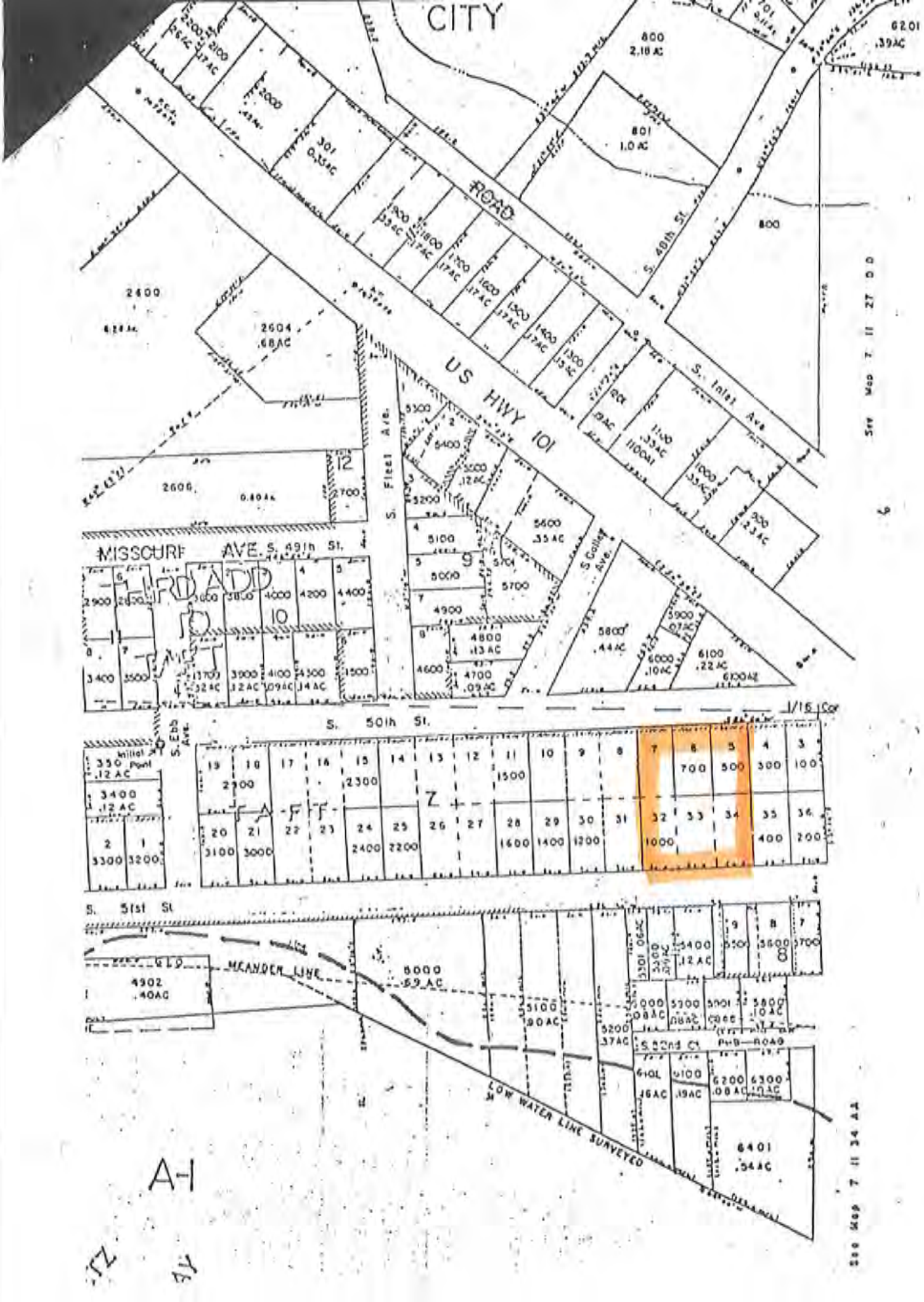
PARCEL II: A parcel of land lying in Block 3, DEVILS LAKE PARK, in Lincoln County, Oregon, more particularly described as follows:

BEGINNING at the southwest corner of Lot 5, Block 3, DEVILS LAKE PARK; thence east 50.49 feet to the southeast corner of said Lot 5; thence north 22°43' east, following the easterly line of said Lot

5 and Lot 19 in said Block, a distance of 165.11 feet; thence north 02°01' east, 48.28 feet to the north line of said Lot 19; thence west 115 feet to the northwest corner of Lot 18 in said Block; thence south 00°17' west 200 feet to the point of beginning, in the City of Lincoln City, County of Lincoln and State of Oregon.

Property 3:

Lots 6, 7 and 8, Block 17, DEVILS LAKE PARK and Lot 3, Block 12, RAYMOND TOWNSITE, Lincoln City, Oregon.


CITY
ROAD
US HWY 101
S. Inlet Ave
S. 49th St.
S. Fleet Ave.
S. Collins Ave.
MISSOURI AVE.
S. 50th St.
S. Ebb Ave.
S. 51st St
MEANDER LINE
LOW WATER LINE SURVEYED
1/16 Cor
A-1



LINCOLN CITY TITLE & ESCROW CO.

Map 7 11 TO D C

The sketch is for use solely for the purpose of assisting in locating the premises and not to establish boundaries or dimensions. For any information concerning boundaries and locations, reference should be had to the record of survey.

SCALE 1" = 200'


HIGHWAY 101
NE 17TH ST
NE MAST AVE
NE 16TH ST
401
911

RESOLUTION NO. UR91 - 05

A RESOLUTION APPROVING MINOR CHANGES TO THE URBAN RENEWAL PLAN OF THE CITY OF LINCOLN CITY

WHEREAS, Section 1201 of the Urban Renewal Plan of the City of Lincoln City describes the procedure for making minor changes to the Plan; and

WHEREAS, the Oregon Legislature has adopted HB 2550, effective September 29, 1991, which has made certain revisions to the Oregon Revised Statutes regarding Urban Renewal and Tax Increment financing; and

WHEREAS, the City should now make minor changes to its Plan to clarify language in the Plan to be consistent with the provisions of the Oregon Revised Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, as follows:

Section 1: Section 701 of the Urban Renewal Plan of the City of Lincoln City is amended by adding the following additional, clarifying language:

"The Agency also proposes to finance the Plan, and the projects undertaken with respect to the Plan, through tax increment financing as authorized by Article IX, section 1c of the Oregon Constitution and ORS 457.420 through 457.460. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of an urban renewal area is located, shall be divided by rates as provided in section 1c, Article IX of the Oregon Constitution, and ORS 457.440.

"No bonded indebtedness shall be issued after June 30,

2011 under this Plan (and under any and all projects undertaken with respect to this Plan) for which taxes divided under ORS 457.440 are to be pledged. Nothing in this section is intended to inhibit the ability of the Agency to refinance or refund existing bonded indebtedness that may be issued under the Plan."

Section 2. Section 1203 of the Urban Renewal Plan of the City of Lincoln City is amended by adding the following subsections and paragraph, relating to substantial changes or amendments to the Plan:

"F. Extending the date after which no bonded indebtedness shall be issued with respect to the Plan or any project undertaken or to be undertaken under the Plan.

"G. Increasing the maximum amount of bonded indebtedness excluding bonded indebtedness issued to refinance or refund existing bonded indebtedness issued or to be issued under the Plan."

"All amendments or changes in this Plan which are not substantial amendments as specified above, shall be considered minor amendments."

APPROVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY this 16th day of September, 1991.

ROBERT DERR, CHAIR

ATTEST:

D. W. WORKS, CITY RECORDER

RESOLUTION NO. UR91 - 06

A RESOLUTION AUTHORIZING THE CITY RECORDER TO INVEST LONG TERM SURPLUS MONIES; AUTHORIZING THE CITY RECORDER, AS LOCAL GOVERNMENT INVESTMENT OFFICIAL, TO INVEST CERTAIN MONIES WITH THE OREGON LOCAL GOVERNMENT INVESTMENT POOL FOR THE LINCOLN CITY URBAN RENEWAL AGENCY

WHEREAS, the Urban Renewal Agency of the City of Lincoln City has found it to be in the public interest to reduce the financing costs of the City of Lincoln City, and to fully realize the resources of both the City's long term and short term surplus monies; and

WHEREAS, the Urban Renewal Agency, under the Oregon Local Government Investment Pool Law (ORS 294.805 to 294.895) has the ability to invest long term and short term monies not required to meet current damands, with the Oregon State Treasurer acting as the overall investment officer, and with same-day withdrawal-deposit capabilities.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENWAL AGENCY OF THE CITY OF LINCOLN CITY, as follows:

Section 1. The City Recorder is hereby authorized to act as the Local Government Investment Official for the purposes of ORS 294.805 to 294.895.

Section 2. The City Recorder is hereby authorized and directed to invest long term and short term surplus monies of any funds. The investments may be in the form of Certified Time Deposits of a qualified bank; transfer of funds through established procedures for investment with Oregon's Local Government Investment Pool as authorized by ORS 294.805 to 294.895.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 16th day of September, 1991.

ROBERT DERR, CHAIR

ATTEST:

D. W. WORKS, CITY RECORDER

URA RESOLUTION 1992-01 NOT USED

DR #1 UR 92-02

LINCOLN CITY URBAN RENWAL AGENCY

RESOLUTION NO. UR92 - 02

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY, 1991-92 BUDGET

WHEREAS, the Finance Officer has proposed certain budget appropriation transfers within of the 1991-92 budget; and

WHEREAS, changes in Agency needs have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Urban Renewal Agency routinely budgets certain amounts in contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth as follows:

FROM		TO	
Contingency	$ 9,000	Reimbursement to General Fund	$ 9,000

WHEREAS, it appears to this Urban Renewal that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for the Urban Renewal Agency 1991-92 Budget are hereby ratified and approved and the Finance Officer is hereby authorized and directed to make said appropriation transfers.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 15th day June, 1992.

Robert Derr

ROBERT DERR, CHAIRMAN

ATTEST:

D. W. Works

D. W. WORKS, CITY RECORDER

LINCOLN CITY URBAN RENWAL AGENCY

RESOLUTION NO. UR92 - ____

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY, 1991-92 BUDGET

WHEREAS, the Finance Officer has proposed certain budget appropriation transfers within of the 1991-92 budget; and

WHEREAS, changes in Agency needs have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Reneal Agency; and

WHEREAS, the Urban Renewal Agency routinely budgets certain amounts in contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth as follows:

FROM		TO	
Contingency	$ 1,000	Misc. Contracted Services	$ 1,000
Contingency	$ 3,000	Legal Services	$ 3,000
Contingency	$ 2,000	Audit Services	$ 2,000

WHEREAS, it appears to this Urban Renewal that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for the Urban Renewal Agency 1991-92 Budget are hereby ratified and approved and the Finance Officer is hereby authorized and directed to make said appropriation transfers.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this _____ day of_____, 1992.

_____
ROBERT DERR, CHAIRMAN

ATTEST:

_____
D. W. WORKS, CITY RECORDER

DR #UR92-03

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR92 - 03

A RESOLUTION OF THE URBAN RENEWAL AGENCY ADOPTING BUDGET FOR THE 1992-93 TAX YEAR

WHEREAS, the budget for the Urban Renewal Agency of the City of Lincoln City for the year 1992-93, commencing July 1, 1992, was approved by the Urban Renewal Budget Committee on May 21, 1992; and

WHEREAS, the Urban Renewal Agency held a Budget Hearing on June 15, 1992; and

WHEREAS, now is the proper time to pass a Resolution adopting the budget and making appropriations.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, as follows:

Section 1. That the Urban Renewal Agency of the City of Lincoln City does hereby adopt the budget approved by the Urban Renewal Budget Committee of the City of Lincoln City on May 21, 1992, now on file in the office of the City Recorder of the City of Lincoln City with amendments, if any approved, by the Urban Renewal Agency of the City of Lincoln City on June 15, 1992.

Section 2. That the amounts for the fiscal year beginning July 1, 1992, and for the purposes shown below are hereby appropriated as follows:

Personal Services	$ -0-
Materials & Services	$ 17,000
Capital Outlay	$ 1,505,000
Debt Service	$ 130,000
Contingencies	$ 55,000
Reserve for Debt Service	$ 69,520
Total Expenditures	$ 1,776,520

Section 3. That the Urban Renewal Agency of the City of Lincoln City adopts the budget and makes appropriations. Attached to this Resolution and made a part hereof, as though fully set out herein, is the Urban Renewal Agency of the City of Lincoln City's budget, approved by the Urban Renewal Budget Committee and adopted by the Urban Renewal Agency for the fiscal year 1992-93. A copy of the Budget as finally adopted shall be filed with the Department of Revenue in Salem.

ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 15th day of June, 1992.

ROBERT DERR, CHAIRMAN

ATTEST:

D. W. WORKS, CITY RECORDER

RESOLUTION NO. UR92 - 04

A RESOLUTION AUTHORIZING ISSUANCE OF A BOND PAYABLE TO THE CITY OF LINCOLN CITY

WHEREAS, the City of Lincoln City and the Urban Renewal Agency of the City of Lincoln City have previously entered into an Intergovernmental Agreement; and

WHEREAS, the Intergovernmental Agreement provided that the City could provide the Agency with temporary funding, services and supplies needed to begin implementation of the Urban Renewal Plan with the understanding that the Agency would reimburse the City for such fundings, services and supplies; and

WHEREAS, the Agency has agreed to advance an additional sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000) to the Agency for use for construction of parking lots; and

WHEREAS, the City has requested that the Agency pay the City the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) not later than January 1, 1993.

WHEREAS, the City has asked the Agency to issue a Bond securing payment of the above referenced loan in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000); and

WHEREAS, the Agency may issue subordinate obligations to be paid from tax increment revenues; and

WHEREAS, the Agency intends to certify TWO HUNDRED THIRTY TWO THOUSAND DOLLARS ($232,000) to Lincoln County as "other indebtedness".

NOW, THEREFORE, BE IT RESOLVED THAT THE URBAN RENEWAL AGENCY OF

THE CITY OF LINCOLN CITY, authorizes the Chairman or the Vice-Chairman of the Agency, acting on behalf of the Agency, to execute a Bond, a form of which is attached hereto as Exhibit "A" and incorporated by this reference herein, to the City of Lincoln City in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), with interest payable at the rate of six % (6%) per annum, which amount with interest, shall become fully due and payable on January 1, 1993, and the amount of TWO HUNDRED THIRTY TWO THOUSAND DOLLARS ($232,000) shall be certified to the Lincoln County Assessor for collection as "other indebtedness" on the M-5 form.

PASSED AND APPROVED by the Urban Reneal Agency of the City of Lincoln City this 16th day of June, 1992.

FOSTER ASCHENBRENNER, VICE-CHAIR

ATTEST:

D. W. WORKS, CITY RECORDER

NOTE AND BOND

$250,000.00 June 26, 1992

THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, County of Lincoln, State of Oregon, (hereinafter called "Agency") for value received hereby promises to pay to the order of the City of Lincoln City, on January 1, 1993, the principal sum of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00)**, together with interest thereon from the date of issue to date of payment, at the rate of six percent **(6%)** per annum, payable at maturity, unless earlier redeemed by the Agency, at its option, without penalty, premium or notice, at which time the Agency will pay the principal sum hereof together with interest thereon from the date of issue to date of redemption, such interest to be computed on the basis of 365 days a year.

Both principal and interest on this Bond will be paid at the office of the City Finance Director of the City of Lincoln City.

This Bond evidences indebtedness incurred pursuant to a loan from the City to the Agency authorizing interim financing for the Agency in the amount of $250,000 until such time as the Agency can finance its credit authorization with Bank of America or tax increment revenue is available to pay this debt. Execution of the Bond has been approved by Resolution of the Agency, dated June 26, 1992.

This Bond shall constitute a direct obligation of Agency and a debt of the Agency and tax increment revenues of the Agency are pledged for the punctual payment of the principal of and interest on this Bond according to its terms.

No official, officer, agent or employee of the Agency shall be liable personally on this note and bond by reason of the issuance hereof.

It is hereby certified, that all conditions, acts and things required by the constitution of the State of Oregon and the Resolution approved by the Agency of the City of Lincoln City on June 26, 1992, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond does not violate any constitutional or statutory limitation or any limitation imposed by any existing resolution or ordinance heretofore adopted by the Agency of the City of Lincoln City.

IN WITNESS WHEREOF, the Agency has caused this Bond to be issued on this 26th day of June, 1992.

FOSTER ASCHENBRENNER, VICE-CHAIR

Ex. "A"

RESOLUTION NO. UR 92 - 05

A RESOLUTION DESIGNATING THE GOVERNING BODY OF THE URBAN RENEWAL AGENCY AS THE LOCAL CONTRACT REVIEW BOARD FOR THE URBAN RENEWAL AGENCY

WHEREAS, the Oregon Revised Statutes Chapter 279 relating to public contracts and purchasing is applicable to public agencies within the State of Oregon in regards to the awarding and administration of public contracts and purchasing; and

WHEREAS, the Urban Renewal Agency of the City of Lincoln City wishes to assume the responsibilities of a local Contract Review Board, for the Urban Renewal Agency.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City that it is designated as the local Contract Review Board for all contract concerns of the Urban Renewal Agency of the City of Lincoln City.

BE IT FURTHER RESOLVED that the Urban Renewal Agency of the City of Lincoln City does hereby adopt the rules set forth in the Oregon Administrative Rules relating to public contracts and bidding, copies of which are attached hereto as Exhibit "A" and incorporated by this reference herein, in effect as of September 14, 1992, as amended, for the purpose of establishing rules governing public contracts for the Urban Renewal Agency of the City of Lincoln City. These rules shall remain in effect until such time as they may be further amended by the Contract Review Board of the Urban Renewal Agency of the City of Lincoln City.

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BE IT FURTHER RESOLVED that the City Recorder shall file a copy of this resolution with the Board of County Commissioners of Lincoln County.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 14th day of September, 1992.

BOB DERR, CHAIRMAN

ATTEST:

D. W. WORKS, CITY RECORDER

Exhibit A

PUBLIC CONTRACT EXEMPTIONS

DIVISION 300

INTRODUCTION AND DEFINITIONS

[ED. NOTE: Chapter 690, Oregon Laws 1983, Section 20 abolished the Public Contract Review Board (OAR Chapter 127) and *transferred* those responsibilities to the Department of General Services.]

Purpose and Statutory Authority

125-300-000 (1) Purpose. These rules prescribe public contract exemptions for all state agencies and those local political subdivisions that have contracted with the Department of General Services to serve as their public contract review authority as provided in OAR 125-10-005. These rules may be adopted in whole or in part by any political subdivision public contract review authority.

(2) Statutory Authority. These rules are authorized by ORS 279.015(2) and 279.017(2).

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Definitions

125-300-001 As used in this Chapter, unless the context requires otherwise:

(1) "Department" means the Department of General Services.

(2) "Director" means the Director of the Department of General Services.

(3) "Public agency" or "Public contracting agency" means any agency of the State of Oregon or any political subdivision thereof authorized by law to enter into public contracts and any public body created by intergovernmental agreement.

(4) "Public contract" means any purchase, lease or sale by a public agency of personal property, public improvements or services other than agreements which are for personal service.

(5) "Requirements contract" means an agreement in which the vendor agrees to supply all the purchaser's requirements that arise for an item or items within a specified time period.

(6) "Price agreement" means the same as requirements contract defined above.

(7) "Service" means work performed to meet a demand, especially work that is not connected with manufacturing a product.

(8) "Service Contract" means a contract that calls primarily for a contractor's time and effort rather than for an end product.

(9) "Request for Proposal" means the solicitation of competitive proposals, or offers, to be used as a basis for making an acquisition, or entering into a contract when specification and price will not necessarily be the predominant award criteria.

(10) "Public contract review authority" means a local contract review board created pursuant to ORS 279.055 or the Department of General Services if the local political subdivision has contracted with the Department to serve as its public contract review authority as provided in OAR 125-10-005. For State of Oregon agencies, the review authority is the Director of the Department of General Services.

(11) "Personal property" means everything subject to ownership which is not real property and has exchangeable value.

(12) "Personal service contracts" means the types of contracts defined in OAR 125-310-092(1).

(13) "Invitation to bid" means the solicitation of competitive offers in which specification, price and delivery (or project completion) will be the predominant award criteria.

(14) "Competitive bidding" means the issuing of invitations to bid which follow the formal process for advertising, bid, and bid opening required by ORS Chapter 279.

(15) "Competitive quotes" means the solicitation by the public contracting agency of offers from competing vendors. The solicitation may be by advertisement or by the public contracting agency initiating a request to vendors to make an offer. The solicitation and the offer may be in writing or oral.

(16) "Construction Manager/General Contractor" means a method of public works contracting that centers on utilization of a Construction Manager, who coordinates and manages the building process, provides general contractor expertise, performs value engineering and is a member of the construction team with the owner, architect/engineers and other consultants as the project may require.

Stat. Auth.: ORS Ch. 279.015(2) & 283.060
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84; GS 2-1991(Temp), f. & cert. ef. 1-15-91; GS 5-1991, f. & cert. ef. 4-9-91

[ED. NOTE: The text of Temporary Rules is not printed in the Oregon Administrative Rules Compilation. Copies may be obtained from the adopting agency or the Secretary of State.]

Exemptions

125-300-010 All public contracts shall be based upon formal competitive bidding except the following:

(1) Contracts made with other public agencies or the federal government.

(2) Contracts which are for personal services and are covered by OAR 125-310-092.

(3) Contracts specifically exempt under the provisions of the rules in Divisions 310 through 360 of this Chapter.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

DIVISION 310

GENERAL EXEMPTIONS

Life Cycle Costing

125-310-015 (1) In determining the lowest responsible bidder, in the award of a contract, a public contracting agency may use the concept of life cycle costing if it complies with section (2) of this rule. As used in this rule, life cycle costing means determining the cost of a product for its useful life.

(2)(a) Prior to the time of writing specifications for the product, the public contracting agency shall identify those factors which will have cost implications over the life of the product;

(b) The Invitation to Bid shall set out clearly the factors and methodology to be used in life cycle cost adjustments;

(c) At or after the formal bid opening, the results of life cycle costing adjustments shall be applied to the base bid, and the bidder whose total bid results in the lowest ownership cost, taking into account the life cycle costing adjustments, shall be considered the lowest responsible bidder.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Contracts Under Certain Dollar Amounts

125-310-020 (1) Public contracting agencies may, in their discretion, let public contracts not to exceed $25,000 for the purchase of goods, materials, supplies and services without formal competitive bidding, if the agency has determined that the awarding of the contract without formal competitive bidding will result in cost savings and the following conditions are complied with:

(a) The contract is for a single project, and is not a component of or related to any other project;

(b) When the amount of the contract does not exceed $2,500, the public contracting agency should, where feasible, obtain competitive quotes;

(c) When the amount of the contract is more than $2,500, but less than $25,000, the public contracting agency shall obtain a minimum of three competitive quotes. The public contracting agency shall keep a written record of the source and amount of the quotes received. If three quotes are not available, a lesser number will suffice provided that a written record is made of the effort to obtain the quotes;

(d) Agencies are to abide by ORS 279.835, regarding Qualified Rehabilitation Facilities, and seek to identify and contact at least three Minority or Women firms, if available, when pricing goods and services under this rule. A list of firms is maintained by the Advocate for Minority, Women and Emerging Small Business Enterprise.

(2) Public contracting agencies may, in their discretion, let public contracts for trade related projects, i.e., construction, maintenance, repair, or similar labor and materials contracts without formal competitive bidding if the agency has determined that the awarding of the contract without formal competitive bidding will result in cost savings and the following conditions are complied with:

(a) The contract is for a single project, and is not a component of or related to any other project;

(b) When the amount of the contract does not exceed $2,500, the public contracting agency should, where feasible, obtain competitive quotes;

(c) When the amount of the contract is more than $2,500, but less than $25,000, except as provided in subsection (d) of this section the public contracting agency shall obtain a minimum of three competitive quotes. The public contracting agency shall keep a written record of the source and amount of the quotes received. If three quotes are not available, a lesser number will suffice provided that a written record is made of the effort to obtain the quotes;

(d) When the contract is for maintenance or repair of roads, highways or parking lots and is less than $25,000, the public contracting agency may let the contract without formal competitive bidding if a minimum of three competitive quotes are obtained. The public contracting agency shall keep a written record of the source and amount of the quotes received. If three quotes are not available, a lesser number will suffice provided a written record is made of the effort to obtain the quotes;

(e) When the contract is a public improvement contract of less than $50,000, and the bidders are being drawn exclusively from a list of certified Emerging Small Businesses maintained by the Advocate for Minority, Women and Emerging Small Business, the public contracting agency may let the contract without formal competitive bidding after a good faith effort to obtain a minimum of three competitive quotes. To obtain maximum exposure for all firms and guard against favoritism, care shall be taken to obtain quotes from different firms each time the list is used. The public contracting agency shall keep a written record of the source and amount of the quotes received. A lesser number of quotes will suffice provided a written record is maintained of the effort to obtain three quotes.

Stat. Auth.: ORS 200.090, 279.015(2), 279.053, 279.840, & 283.060
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84; GS 14-1990(Temp), f. & cert. ef. 6-5-90; GS 21-1990, f. & cert. ef. 11-14-90; GS 25-1990, f. & cert. ef. 11-27-90

[ED. NOTE: The text of Temporary Rules is not printed in the Oregon Administrative Rules Compilation. Copies may be obtained from the adopting agency or the Secretary of State.]

Request for Proposal

125-310-025 Public contracting agencies may, at their discretion, use request-for-proposal competitive procurement methods subject to the following conditions:

(1) Contractual requirements are stated clearly in the solicitation document.

(2) Evaluation criteria to be applied in awarding the contract and the role of an evaluation committee are stated clearly in the solicitation document. Criteria used to identify the proposal that best meets the public contracting needs may include but are not limited to cost, quality, service, compatibility, product reliability, operating efficiency and expansion potential.

(3) Solicitation document clearly states all complaint processes and remedies available.

(4) Solicitation document states the provisions made for vendors to comment on any specifications which they feel limit competition.

(5) The selection process shall not inhibit competition or encourage favoritism and will result in cost savings to the state. The above shall be documented as findings in the contract administration record.

Stat. Auth.: ORS 279.015(2) & 283.060
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84; GS 3-1990, f. & cert. ef. 1-12-90

Request for Proposal — Construction Manager/General Contractor

125-310-026 Public contracting agencies may seek individual or class exemptions from the Director of the Department of General Services to use request-for-proposal procedures, in accordance with the requirements of OAR 125-310-025, for the selection of construction manager/general contractor firms (CM/GC) who will be required to establish guaranteed maximum prices for constructing public improvements, subject to the following conditions:

(1) Contractual requirements are stated clearly in the solicitation document (OAR 125-310-025(1)). The contract shall describe the methods by which the CM/GC shall competitively select other contractors and subcontractors to perform the work of the improvement. Further, the contract shall describe completely the methods by which the CM/GC and its affiliated or subsidiary entities, if any, may compete to perform the work of the improvement; such methods shall include, at a minimum, public opening of sealed bids at a preannounced time and place.

(2) Evaluation criteria to be applied in selecting the CM/GC firm are stated clearly in the solicitation document (OAR 125-310-025(2)). Criteria used to identify the CM/GC firm which best meets the public contracting needs may include but are not limited to cost, quality, experience relevant to the improvement to be constructed, and time required to commence and complete the improvement.

(3) The public contracting agency shall prepare written findings to support the use of the CM/GC contracting method and submit them to the Director of the Department of General Services for approval. The findings must show compliance with paragraphs (a) and (b) of section (2) of ORS 279.015. The public contracting agency shall retain the findings and make them available upon request. These findings shall address as many of the following items as are applicable:

(a) The public contracting agency has competitively bid a public improvement project and failed to receive a responsive, responsible bid within the cost estimate established by the agency or its consultant. There are de facto cost savings from not redesigning and/or rebidding the project;

(b) There are expected substantial savings on direct construction costs;

(c) The owner needs to have use of the project within the stated project schedule and there will be program and cost consequences if the required use is delayed;

(d) The technical complexity or unique character of the project requires the coordination of multiple disciplines;

(e) The use of value engineering through cooperation among the architect/engineer, contractor and owner is important to the project's delivery on time and within budget;

(f) There are other factors which demonstrably affect cost.

(4) Notwithstanding the requirement to have the findings described in section (3) of this rule, approved by the Director of the Department of General Services, the director hereby finds that the Department of General Services, the Department of Corrections and the Oregon State System of Higher Education possess the organizational capability to employ the Request for Proposal — Construction Manager/General Contractor method in their discretion. This discretion is subject to the following conditions: The above agencies shall prepare written findings to support the use of the CM/GC contracting method. The findings must show compliance with paragraphs (a) and (b) of section (2) of ORS 279.015 and address section (3) of this rule. The public contracting agency shall retain the findings and make them available upon request. In all other respects, the Department of General Services, the Department of Corrections and the Oregon State System of Higher Education shall follow the requirements of this rule as set forth above.

Stat. Auth.: ORS 279.015(2) & 283.060
Hist.: GS 3-1991, f. & cert. ef. 1-15-91; GS 11-1992, f. & cert. ef. 4-27-92

Emergency Contracts

125-310-030 (1) Pursuant to ORS 279.015(3) and (4), public contracting agencies may, in their discretion, let public contracts without formal competitive bidding if an emergency exists and the emergency consists of circumstances creating a substantial risk of loss, damage, interruption of services or threat to public health or safety that could not have been reasonably foreseen and requires prompt execution of a contract to remedy the condition.

(2) The governing body of a public contracting agency may, by order, resolution or other official action appropriate to its governing law and practices, declare the existence of the emergency stating with specificity, either in the order resolution or other documentation of official action, or in the minutes or record of its official proceedings, the emergency conditions necessitating the prompt execution of the contract.

(3) The chief executive of a public contracting agency or another officer authorized by the agency may declare the existence of the emergency, which shall authorize the agency to enter into an emergency contract with a price under $25,000. The officer must make written findings describing the emergency conditions necessitating prompt execution of the contract.

(4) Any contract awarded under this exemption shall be awarded within 60 days following declaration of the emergency unless an extension is granted pursuant to ORS 279.015(4).

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84; GS 2-1988, f. 6-22-88, cert. ef. 6-24-88

Emergency Contracts Under ORS 279.015(2)

125-310-032 (1) Public contracting agencies

Page 3

may enter into public contracts without competitive bidding when circumstances that could not reasonably be anticipated necessitate the prompt establishment and performance of the contract in order to preserve public funds, property, or the uninterrupted provision of government services. In exercising its authority under this exemption, the agency shall:

(a) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods or services;

(b) Make written findings describing the circumstances that require the prompt performance of the contract and of the harm anticipated to result from failing to establish the contract on an expedited basis;

(c) Record the measures taken under subsection (a) of this section to encourage competition, the amounts of the quotes or proposals obtained, if any, and the reason for selecting the contractor.

(2) An agency shall not contract pursuant to this exemption in the absence of a substantial risk of loss, damage, or interruption of services that would occur if contract performance awaited the time necessary, given the complexity of the project, to solicit, receive and analyze bids or proposals.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 3-1988, f. 6-22-88, cert. ef. 6-24-88

Equipment Repair and Overhaul

125-310-035 (1) Contracts for equipment repair or overhaul may be let without formal competitive bidding, subject to the following conditions:

(a) Service and/or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or

(b) Service and/or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source.

(2) If the contract exceeds $10,000, the public contracting agency shall document in its procurement file the reasons why competitive bids or quotes were deemed to be impractical.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Contracts for Price Regulated Items

125-310-040 Public contracting agencies may, without competitive bidding, contract for the direct purchase of goods or services where the rate or price for the goods or services being purchased is established by federal, state, or local regulatory authority.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Laboratory and Medical Supplies

125-310-045 Public contracting agencies are not required to purchase the following specified laboratory and medical supplies on the basis of a single award to the lowest responsible bidder, but instead may purchase different brands of the same item by awarding contracts, after competitive bidding, to the lowest responsible bidder for each brand. The laboratory and medical supplies affected by this rule are:

(1) Drugs, biologicals, blood fractions, and blood components;

(2) Intravenous solutions and associated supplies for administration;

(3) Microbiologicals, biochemicals, and diagnostic reagents;

(4) Surgical dressings;

(5) Heart valves;

(6) E.E.G., E.K.G., electrodes, charts, and associated supplies;

(7) Sterilizing wraps;

(8) Catheters, medical tubes, and associated supplies;

(9) Surgical and orthopedic instruments;

(10) Hearing aids;

(11) Pacemakers.;

(12) Dental supplies;

(13) Laboratory small package chemicals;

(14) Biology supplies.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Gasoline, Diesel Fuel, Heating Oil, Lubricants and Asphalts

125-310-055 Public contracting agencies are exempt from formal competitive bidding requirements for the purchase of gasoline, diesel fuel, heating oil, lubricants and asphalts if the agency seeks competitive quotes from a majority of vendors in the area, makes its purchase from the least expensive source, and retains written justification for the purchase made.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Copyrighted Materials

125-310-060 If the contract is for the purchase of copyrighted materials and there is only one known supplier available for such goods, the public contracting agency may contract for the purchase of the goods without competitive bidding.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Periodicals

125-310-068 Public contracting agencies may purchase subscriptions for periodicals, including journals, magazines, and similar publications without competitive bidding.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Items for Resale by Public Educational Agency Student Stores

125-310-070 Public educational agencies operating student stores may, without competitive bidding, purchase personal property for resale within the stores.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Purchases of Used Personal Property

125-310-075 Public contracting agencies may

purchase used personal property for $10,000 or less without competitive bidding if the agency has determined that the direct purchase without competitive bidding will result in cost savings. For purchases of used personal property over $10,000, three competitive quotes shall be obtained. If three quotes are not available, a written record must be made of the attempt to obtain quotes.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Advertising Contracts

125-310-080 Public contracting agencies may purchase advertising without competitive bidding.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Investment Contracts

125-310-090 Public contracting agencies may, without competitive bidding, contract for the purpose of the investment of public funds or the borrowing of funds by a public agency when such investment or borrowing is contracted pursuant to duly enacted statute, ordinance, charter, or constitution.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Personal Service Contracts

125-310-092 (1) Personal service contracts are not, according to the definition of "public contract" in ORS 279.011(5), subject to the competitive bidding provisions of ORS Chapter 279. Rather, personal service contracts, except those for architectural, engineering and related services as described in ORS 279.712(2), are subject to the provisions of ORS 291.021 and OAR Chapter 122. Pursuant to ORS 279.051(2), this rule describes a method for distinguishing between personal service contracts and public contracts, particularly service contracts, and provides examples of contracts or classes of contracts which are or are not personal service contracts.

(2) A public contracting agency may, subject to an analysis and determination of appropriateness in accordance with subsection (2)(a) through (c) of this rule, enter into a personal service contract with an independent contractor without competitive bidding under ORS Chapter 279 when the agency needs to have a personal service performed which requires the contractor to exercise a high degree of technical skill or professional judgment and expertise:

(a) The nature of the tasks to be performed, the needs of the public contracting agency and the interests of the public form the basis for distinguishing between personal service contracts and public contracts. Hence, if:

(A) The public contracting agency requires a product or service for which the agency has developed or is reasonably able to develop, respectively, adequate design and/or performance specifications; and

(B) Selecting a contractor on the basis of lowest price would be likely to meet the agency's needs, then the tasks should be performed pursuant to a public contract let in accordance with the competitive bidding provisions of ORS Chapter 279. Conversely, if a public contracting agency is reasonably unable to develop adequate design and/or performance specifications but must instead have the assistance of the contractors training, knowledge and expertise to develop a scope of work statement and selecting the contractor on the basis of lowest price would be unlikely to meet the agency's needs, then the tasks would most appropriately be performed under a personal service contract. Such a personal service contract should be entered into in accordance with the provisions, as the case may be, of ORS 291.021 or 279.712(2). In determining whether its needs will be met through award of a personal service contract rather than a public contract, the public contracting agency should consider whether selecting the contractor on the basis of qualifications rather than lowest price will result in the agency obtaining the best value for its money.

(b) A personal service contract is appropriate where the contract is awarded primarily on the basis of the contractors qualifications, including but not limited to, such criteria as experience, training, knowledge and expertise, technical skill, creativity, artistic ability, performance history, and demonstrated ability to exercise sound professional judgment. Price will be, at most, a secondary criterion for awarding a personal service contract;

(c) A personal service contract is not appropriate where price is or should be the primary selection criterion. A public contract, in contrast to a personal service contract, will be awarded primarily on the basis of price; criteria such as experience, training, knowledge and expertise, technical skill, creativity, artistic ability, performance history, and demonstrated ability to exercise sound professional judgment, which may be taken into account during the selection process, will be of only secondary importance. Unless otherwise statutorily excepted, a public contract must be awarded based on:

(A) Competitive bidding pursuant to ORS 279.015(1); or

(B) An alternative competitive process under ORS 279.015(2).

(3) Personal service contracts may include, but are not limited to, the following:

(a) Contracts for services performed as an independent contractor in a professional capacity, including but not limited to the services of an accountant; attorney; architectural or land use planning consultant; physician or dentist; registered professional engineer; appraiser or surveyor; passenger aircraft pilot; aerial photographer; timber cruiser; data processing consultant or broadcaster;

(b) Contracts for services as an artist in the performing or fine arts, including but not limited to persons identified as photographer, filmmaker, painter, weaver, or sculptor;

(c) Contracts for services of a specialized, creative and research-oriented, noncommercial nature;

(d) Contracts for services as a consultant;

(e) Contracts for educational and human custodial care services.

(4) The following are not personal service contracts:

(a) Contracts, even though in a professional

capacity, if predominately for a product, e.g., a contract with a landscape architect to design a garden is for personal services, but a contract to design a garden and supply all the shrubs and trees is predominately for a tangible product;

(b) A service contract, including a contract with a temporary service or personnel agency, to supply labor which is of a type that can generally be done by any competent worker, e.g., data entry, key punch, janitorial, security guard, crowd management, crop spraying, laundry, and landscape maintenance service contracts;

(c) Contracts for trade-related activities considered to be labor and material contracts;

(d) Contracts for services of a trade-related activity, to accomplish routine, continuing and necessary functions, even though a specific license is required to engage in the activity. Examples are repair and/or maintenance of all types of equipment or structures.

Stat. Auth.: ORS 279.011, 279.051(2), 279.712(2) & 283.060
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84; GS 3-1992, f. & cert. ef. 2-3-92

Single Seller of Product Required

125-310-120 Subject to the requirements of OAR 125-340-030, public contracting agencies may purchase without competitive bidding if there is only one seller of a product of the quality required, or if the efficient utilization of existing equipment or supplies requires specification of a compatible product for which there is only one seller.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Food Service Contracts

125-310-135 (1) For purposes of this rule food service means a contract in which the contractor agrees to perform for a public contracting agency all of the following functions: the purchase, preparation, and service of meals and related services.

(2) Contracts for food services may be let without formal competitive bidding subject to the following conditions:

(a) Prior to the selection of a contractor, the public contracting agency has made reasonable efforts to inform known companies providing food services of the subject matter of the contract and solicit proposals including public advertisements in at least one newspaper of general circulation in the area where the contract is to be performed;

(b) The contractor is selected on the basis of the most competitive offer considering cost, quality of the product and the service to be rendered.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Employee Benefit Insurance

125-310-139 Public contracting agencies may purchase employee benefit insurance without competitive bidding

Stat. Auth.: ORS Ch. 179 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Insurance Contracts

125-310-140 Contracts for insurance where either the annual or aggregate premium exceeds $5,000 must be let by formal competitive bidding or by one of the following procedures:

(1) Agent of Record: The public contracting agency may appoint a licensed insurance agent ("agent of record") to perform insurance services in connection with more than one insurance contract. Among the services to be provided is the securing of competitive proposals from insurance carriers for all coverages for which the agent of record is given responsibility:

(a) Prior to the selection of an agent of record, the public contracting agency shall make reasonable efforts to inform known insurance agents in the competitive market area that it is considering such selection. These efforts shall include a public advertisement in at least one newspaper of general circulation in the area where the contract is to be performed. The advertisement shall generally describe the nature of the insurance that the public contracting agency will require. If the amount of the annual premium for insurance, other than employee benefits insurance is likely to exceed $10,000 per year, such notice shall also include a public advertisement in at least one insurance trade publication of general circulation in the state;

(b) Any appointment period shall not exceed three years. Agents may serve more than one appointment period. Agents must qualify for appointment prior to each period as if each appointment period were the first;

(c) In selecting an agent of record, the public contracting agency shall select the agent(s) most likely to perform the most cost-effective services.

(2) Specific Proposals for Insurance Contracts: The public contracting agency may solicit proposals from licensed insurance agents for the purpose of acquiring specific insurance contracts subject to the following conditions:

(a) The public contracting agency shall make reasonable efforts to inform known insurance agents in the competitive market area of the subject matter of the contract, and to solicit proposals for providing the services required in connection with the contract. Such efforts shall include public advertisements in at least one newspaper of general circulation in the area where the public contracting agency is located. If the amount of annual premium for insurance, other than employee benefits insurance is likely to exceed $10,000 per year, such notice shall also include a public advertisement in at least one insurance trade publication of general circulation in the state;

(b) The public contracting agency shall select an agent on the basis of the most competitive offer considering coverage, premium cost, and service to be provided.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Affirmative Action Contracts

125-310-145 Public contracts may be let without competitive bidding if the letting of the contract is pursuant to a specific affirmative action plan. Affirmative action is a program designed to insure equal opportunity in employment and business for persons otherwise disadvantaged by reason of race, color, religion, sex, national origin, age, or physical or mental handicap, including, but not limited to,

personnel practices of contractors, "set-aside" programs and minority business enterprises.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Contract Amendments (Including Change Orders and Extra Work)

125-310-150 Any contract amendment for additional work including change orders, extra work, field orders, or other change in the original specifications which increases the original contract price, may be made with the contractor without competitive bidding subject to the following conditions:

(1) The original contract was let by competitive bidding, unit prices or bid alternates were provided that established the cost for additional work, and a binding obligation exists on the parties covering the terms and conditions of the additional work.

(2) The amount of the aggregate cost increase resulting from all amendments shall not exceed 20 percent of the initial contract. Contracts for the renovation or remodeling of buildings may have aggregate amendments not exceeding 33 percent of the initial contract. Amendments made pursuant to section (1) of this rule are not included in computing the aggregate amount under this section.

Stat. Auth.: ORS 279.015(2) & 283.060
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84; GS 22-1990, f. & cert. ef. 11-14-90; GS 24-1990, f. & cert. ef. 11-27-90

Purchases of Hospital and Medical Supplies and Equipment

125-310-205 Public contracting agencies which are members of legally established purchasing cooperatives are exempt from the requirements of competitive bidding and the requirements contract provisions of OAR 125-310-300 on purchases of hospital and medical supplies and hospital and medical equipment through the cooperative.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Equipment and Supplies Used in Intercollegiate or Interscholastic Athletic Programs

125-310-210 Public contracting agencies are exempt from the prohibition in ORS 279.017 from requiring products by brand name or make or the products of particular manufacturers or sellers in purchasing and contracting for equipment and supplies used in intercollegiate or interscholastic athletic programs. The agency shall use as a minimum the request-for-proposal process (OAR 125-310-025) and shall utilize procedures that will maintain the integrity of ORS 279.015.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Purchase of Ocean Going Vessels

125-310-215 Public contracting agencies are exempt from the requirements of competitive bidding for purchases made for its ocean going vessels when the ships are in other than home port.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Oregon Counties; Ballots, Ballot Pages, and Ballot Cards

125-310-225 Oregon Counties are exempt from competitive bidding requirements for the printing of ballots, including ballot pages and labeling of ballot cards.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Purchases of Cadaveric Organs

125-310-230 Public contracting agencies are exempt from competitive bidding requirements for the purchase of cadaveric organs.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Radio and Television Contracts Used in Athletic Programs

125-310-240 (1) Public contracting agencies are exempt from the requirements of competitive bidding for radio and television services provided athletic programs. As an alternative to competitive bidding, the agencies shall as a minimum use the request-for-proposal process (OAR 125-310-025) and request proposals from all interested vendors of such services. The request for proposal shall include minimum qualifications specifications and shall invite the interested vendors to propose other ancillary services.

(2) Each ancillary service shall be accompanied by a dollar value which reflects current purchase price for the service and a description of its use and application. Contracts may be awarded for not more than three years.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Requirements Contracts

125-310-300 Public contracting agencies may enter into requirements contracts whereby it is agreed to purchase requirements for an anticipated need at a pre-determined price providing the following conditions are complied with:

(1) The contract must be let by competitive procurement process pursuant to the requirements of these rules.

(2) The term of the contract including renewals does not exceed three years.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Purchases Under Requirements Contracts

125-310-310 (1) When the price of goods and services has been established by a requirements contract pursuant to OAR 125-310-300, public contracting agencies may purchase the goods and services from the supplier without subsequent competitive bidding.

(2) One public contracting agency may use the requirements contract entered into by another public contracting agency when a formal interagency agreement exists between the two agencies.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Purchases Under Federal Contracts

125-310-315 (1) When the price of goods and services has been established by a contract with an agency of the federal government pursuant to a federal contract award, public contract agencies may purchase the goods and services from the supplier without subsequent competitive bidding. In exercising this authority under this exemption, the agency shall:

(a) Include in the contract file a letter or memoranda from the appropriate federal agency granting permission to the public contracting agency to purchase under the federal contract;

(b) Include in the contract file documentation showing the cost savings to be gained from anticipated purchases from the federal contract.

(2) An agency shall not contract pursuant to this exemption in the absence of a substantial cost savings to be realized by using this alternative purchasing method.

(3) Purchases may only be made under this rule if they are within the delegated authority of the agency or if there has been a specific delegation of authority to do so granted to the agency by the Department of General Services, Purchasing Division.

Stat. Auth.: ORS 279.015(2) & 283.060
Hist.: GS 4-1990(Temp), f. & cert. ef. 2-9-90; GS 11-1990, f. & cert. ef. 5-4-90

[ED. NOTE: The text of Temporary Rules is not printed in the Oregon Administrative Rules Compilation. Copies may be obtained from the adopting agency or the Secretary of State.]

Specific Exemptions

125-310-320 (1) Public contracting agencies may request a ruling from their appropriate public contract review authority exempting a particular contract or contracts from the bidding requirements of ORS 279.015 which are not otherwise exempted under these rules. The request shall contain the following:

(a) The nature of the project;

(b) Estimated cost of the project;

(c) A narrative description of the cost savings anticipated by the exemption from competitive bidding and the reasons competitive bidding would be inappropriate;

(d) Proposed alternative contracting and purchasing practices to be employed; and

(e) The estimated date by which it would be necessary to let the contract.

(2) The review authority may require such additional information as is deemed necessary to determine whether a specific contract is to be exempt from competitive bidding.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Oil or Hazardous Material Removal

125-310-330 (1) Public contracting agencies may enter into public contracts without competitive bidding when ordered to cleanup oil or hazardous waste pursuant to the authority granted the Department of Environmental Quality (DEQ) under ORS Chapter 466, especially ORS 466.605 through 466.680, and this order necessitates the prompt establishment and performance of the contract in order to comply with the statutes regarding spill or release of oil or hazardous material that have created an emergency condition. Comprehensive cleanup rules are set forth at OAR 340-122-205 to 340-122-360. In exercising its authority under this exemption the agency shall:

(a) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods or services;

(b) Make written findings describing the circumstances requiring cleanup or a copy of the DEQ order ordering such cleanup;

(c) Record the measures taken under subsection (a) of this section to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor selected.

(2) An agency shall not contract pursuant to this exemption in the absence of an order from the Department of Environmental Quality to cleanup a site with a time limitation that would not permit hiring a contractor under the usual competitive bidding procedures.

Stat. Auth.: ORS 279.015(2), (3) & 283.060
Hist.: GS 5-1990(Temp), f. & cert. ef. 2-9-90; GS 12-1990, f. & cert. ef. 5-4-90

[ED. NOTE: The text of Temporary Rules is not printed in the Oregon Administrative Rules Compilation. Copies may be obtained from the adopting agency or the Secretary of State.]

PUBLIC CONTRACT EXEMPTIONS

DIVISION 320

INFORMATION SYSTEM CONTRACTS

Data and Word Processing Contracts

125-320-010 Contracts for acquisition of data and word processing hardware and systems software may be let using alternate competitive procurement methods subject to the following conditions:

(1) If the contract amount does not exceed $25,000, the public contracting agency shall, as a minimum, follow informal competitive procurement methods. Prior to selection of a vendor, reasonable efforts will be made to solicit proposals from three or more vendors. Justification of award shall be documented and become a public record of the agency.

(2) If the contract amount exceeds $25,000, the public contracting agency may use the request for proposal process (OAR 125-310-025) and shall solicit written proposals in accordance with the requirements of the Model Public Contract Rules. Solicitations shall be requested from appropriate vendors appearing on lists compiled by the agency or by advertising in an appropriate trade publication of general circulation when required by statute. The agency shall document the evaluation and award process, which will be part of the public record justifying the award.

(3) If the amount of the contract exceeds $500,000, in addition to the requirements of section (2) of this rule, the public contracting agency shall provide vendors an opportunity to review the evaluation of their proposals before final selection.

Stat. Auth.: ORS 279.015(2) & 283.060
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84; GS 12-1992, f. & cert. ef. 5-22-92

Telecommunications Systems Contracts

125-320-020 (1) Contracts for acquisition of telecommunications system hardware and software may be let using alternate competitive procurement methods subject to the following conditions:

(a) If the contract amount does not exceed $25,000, the public contracting agency shall as a minimum obtain competitive quotes. Prior to selection of a vendor reasonable efforts will be made to solicit proposals from three or more vendors. Justification of award shall be documented and become a public record of the agency;

(b) If the contract amount exceeds $25,000, the public contracting agency may use the request-for-proposal process (OAR 125-310-025) and shall solicit written proposals in accordance with the requirements of the Model Public Contract Rules. Solicitations shall be requested from appropriate vendors appearing on lists compiled by the agency or by advertising in an appropriate trade publication of general circulation when required by statute.

(2) The telecommunications solicitation authorized in subsection (1)(b) of this rule shall:

(a) State the contractual requirements in the solicitation document;

(b) State the evaluation criteria to be applied in awarding the contract and the roles of any evaluation committee. Criteria that would be used to identify the proposal that best meets the public contracting agency's needs may include, but are not limited to cost, quality, service, compatibility, product reliability, operating efficiency, and expansion potential;

(c) State the provisions made for vendors to comment on any specifications which they feel limit competition.

Stat. Auth.: ORS 279.015(2) & 283.060
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84; GS 12-1992, f. & cert. ef. 5-22-92

Telecommunications Services

123-320-025 (1) The intent of this administrative rule is for public contracting agencies to secure the most competitive, cost-effective telecommunications services, while meeting service performance requirements and reducing unnecessary administrative processing.

(2) "Telecommunications Services" means the lease or rental of the use of voice and data transmission facilities or services, or of central office services, but does not include acquisition of switch or station equipment or acquisition or installation of wire and cable.

(3) In determining the appropriate procurement method for telecommunications services, the public contracting agency will determine whether competition exists. In determining competition, the agency may consider the following factors:

(a) The extent to which alternative providers exist in the relevant geographic and service market. The relevant market will vary from service category to service category and cannot be predetermined in advance. For example, an alternative long distance provider might offer services in Portland, but not in Medford, or the rest of the state;

(b) The extent to which alternative services offered are comparable or substitutable in technology, service provided, and performance. For example, if the agency's requirement is for digital services, analog services are not comparable or substitutable;

(c) The extent to which alternative providers can respond to the agency's interests in consistency and continuity of services throughout its service area, volume discounts, and centralized management. For example, to be considered for the State of Oregon's provider, any long distance provider must be able to support the State's centralized automated billing requirements. The agency must document for the record its findings on these factors or any other factors used in determining whether competition exists. In developing its findings, the agency may solicit the information either through informal telephone or written contacts, or through a formal Request for Information.

(4) Upon determination that competition does not exist for the relevant service and geographical area, the agency may proceed to secure the service on a sole source basis, as described in OAR 125-310-120, and following all applicable rules and procedures.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84; GS 5-1986(Temp), f. & ef. 6-26-86; GS 9-1986, f. & ef. 12-22-86

[ED. NOTE: The text of Temporary Rules is not printed in the Oregon Administrative Rules Compilation. Copies may be obtained from the adopting agency or the Secretary of State.]

Office Copier Purchases

125-320-030 (1) Public contracting agencies may enter into multiple price agreements or requirements contracts for either the purchase or lease of office copying equipment. Except for this multiple award exemption, such agreements shall otherwise conform to the requirements of OAR 125-310-300.

(2) In exercising this exemption the public agency shall fully consider the operating capabilities, limitations and cost of each brand or model and select the brand which will produce the best combination of performance and cost per copy for each application.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

PUBLIC CONTRACT EXEMPTIONS

DIVISION 340

BRAND NAMES OR MARKS

Specifications of Particular Brand Names or Products

125-340-010 (1) Specifications for public contracts shall not expressly or implicitly require any product of any particular manufacturer or seller except pursuant to an exemption under OAR 125-310-060 (Copyrighted Materials), 125-340-030 (Single Manufacturer or Compatible Products), 125-340-040 (Product Prequalification), or 125-340-050 (Brand Name or Mark Exemption Applications).

(2) If there is no other practical method of specification, public contracting agencies may designate a particular brand name, make, or product "or equal", but this practice should be avoided whenever practicable.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Copyrighted Materials

125-340-020 Public contracting agencies may specify a specific copyrighted product. This exemption does not include patented or trade mark goods.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Single Manufacturer or Compatible Products

125-340-030 (1) If there is only one manufacturer or seller of a product of the quality required, or if the required product is data processing equipment which will be used for research where there are requirements for exchange of software and data with other research establishments, or if the efficient utilization of the existing equipment or supplies requires a compatible product of a particular manufacturer or seller, a public contracting agency may specify such particular product subject to the following conditions:

(a) The product is selected on the basis of the most competitive offer considering quality and cost. The term "cost" includes not only the product price but also other items of expense such as costs related to quality or conversion;

(b) Prior to awarding the contract, the public contracting agency has made reasonable effort to notify all known vendors of competing or comparable products of the intended specifications and invited such vendors to submit competing proposals. If the purchase does not exceed $15,000, such notice and invitation may be informal. If the amount of the purchase exceeds $15,000, such notice shall include advertisement in at least one newspaper of general circulation in the area where the contract is to be performed and shall be timely to allow competing vendors a reasonable opportunity to make proposals;

(c) If the purchase does not exceed $25,000, such notice and invitation may be informal;

(d) If the amount of the purchase exceeds $25,000, such notice shall include advertisement in at least one newspaper of general circulation in the area where the contract is to be performed and shall be timely to allow competing vendors a reasonably opportunity to make proposals.

(2) If the amount of the purchase exceeds $25,000 and is not also pursuant to the data and word processing exemption, OAR 125-320-010, the public contracting agency shall document its actions in the bid file. Such documentation shall include:

(a) A brief description of the proposed contract or contracts;

(b) A detailed description of the reasons why the product and/or seller was selected and any competing products and/or sellers that were rejected. The description shall also include the efforts taken by the public contracting agency to notify and invite proposals from competing vendors.

(3) If the public contracting agency intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed two years, it may so state in the documentation required by subsection (1)(b) and section (2) of this rule, and such documentation shall be sufficient notice as to subsequent purchases.

Stat. Auth.: ORS 279.015(2) & 283.060
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84; GS 12-1992, f. & cert. ef. 5-22-92

Product Prequalification

125-340-040 (1) When it is impractical to create specific design or performance specification for a type of product to be purchased, a public contracting agency may specify a list of approved products by reference to particular manufacturers or sellers in accordance with the following product prequalification procedure:

(a) The agency has made reasonable efforts to notify all known manufacturers or vendors of competitive products of its intention to accept applications for inclusion in its list of prequalified products. Notification shall include advertisement in a trade journal of state-wide distribution when possible. In lieu of advertising, an agency may notify vendors and manufacturers appearing on the appropriate list maintained by the Department;

(b) The agency permits application for prequalification of similar products up to 15 days prior to advertisement for bids on the product.

(2) If an application for inclusion in a list of prequalified products is denied, or an existing prequalification revoked, the agency shall notify the applicant in writing. The applicant may appeal to the appropriate contract review authority.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Brand Name or Mark Exemption Applications

125-340-050 A public contracting agency may apply for and receive a brand name or mark exemption ruling from the appropriate contract review authority for current and contemplated future purchases. Applications shall contain the following information:

(1) A brief description of the contract or contracts to be covered. The description should include contemplated future purchases.

(2) The brand name, mark, or product to be specified.

(3) The reasons the agency is seeking the exemption.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Conditions of Exemptions

125-340-060 The public contract review authority may grant exemptions if any of the following conditions are met:

(1) The exemption is not likely to encourage favoritism in public contracts or substantially diminish competition and will result in cost savings.

(2) There is only one manufacturer or seller of the product of the quality required, or efficient utilization of existing equipment or supplies requires acquisition of compatible equipment or supplies.

(3) The exemption is requested for the purchase of a particular product to be used in an experimental project.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

DIVISION 350

PROPERTY DISPOSITION

Auction Sales of Personal Property

125-350-010 Personal property may be sold at auction if the agency responsible for the sale determines that the auction contemplated will probably result in a higher net return than if the property were sold by competitive written bid.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Sales of Personal Property

125-350-015 Public contracting agencies may sell personal property, including recyclable or reclaimed materials, without formal competitive bidding if the agency has determined that a negotiated sale will result in increased net revenue and the following conditions are complied with:

(1) The personal property has been made available to other state agencies and local governmental units in accordance with ORS 283.235, if the seller is the State of Oregon.

(2) When the current market value per item is deemed to be less than $1,000, the public contracting agency may establish a selling price, schedule and advertise a sale date, and sell to the first qualified buyer meeting the sale terms.

(3) When the current value per item is deemed to exceed $1,000, the personal property must be offered for competitive written bid and be advertised in accordance with ORS 279.025, or be offered for sale at public auction in accordance with OAR 125-350-010. If no bids are received or if a determination is made that the market value of the property exceeds the offer of the highest responsible bidder, all bids may be rejected and the public contracting agency may negotiate a sale subject to the following conditions:

(a) An appraisal of the market value of the property is obtained and documented and the negotiated sale price exceeds the market value; or

(b) The sale amount exceeds the highest bid received through the bidding or auction process.

(4) Notwithstanding the above, surplus and excess property offered for sale through a state operated retail sales outlet, such as the Department of General Services' General Store, may be sold to the public utilizing the fixed price, fair market value method. Prices shall be established using methods that are generally accepted and used by the industry. This includes, but is not limited to, consulting vendors selling like goods, e.g., antique dealers or liquidators.

Stat. Auth.: ORS Ch. 279.015(2),(3) & 283.060
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84; GS 17-1990(Temp), f. & cert. ef. 8-30-90; GS 28-1990, f. & cert. ef. 12-19-90

[ED. NOTE: The text of Temporary Rules is not printed in the Oregon Administrative Rules Compilation. Copies may be obtained from the adopting agency or the Secretary of State.]

Liquidation Sales of Personal Property

125-350-020 Public contracting agencies may sell personal property through a commercially recognized third party liquidator if the agency has determined that a liquidation sale will result in increased net revenue and the following conditions are complied with:

(1) The personal property has been made available to other state agencies and local governmental units in accordance with ORS 283.235, if the seller is the State of Oregon.

(2) The selection of the liquidator was conducted, as a minimum, by the competitive request-for-proposal process governed by OAR 125-310-025.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Donations of Personal Property

125-350-025 (1) Public agencies may transfer personal property, including recyclable or reclaimed materials, without remuneration or only nominal remuneration without competitive bids to the following activities:

(a) Another public agency; or

(b) Any sheltered workshop, work activity center or group care home which operates under contract or agreement with, or grant from, any state agency and which is certified to receive federal surplus property; or

(c) Any recognized non-profit activity which is certified to receive federal surplus property.

(2) Public agencies may donate or sell, without competitive bids, surplus personal property to recognized private non-profit social or health service activates, subject to the following conditions:

(a) A determination has been made that the property is not needed for other public purposes;

(b) If the property has a current market value of $250 or more, the donation or sale shall:

(A) Be approved by the public agency's chief executive officer;

(B) Be documented by the agency to be clearly in the public interest.

(c) The agency determines this is the most efficient and cost-effective method for disposing of the property.

(3) The public contracting agency shall maintain a record of all transfers, donations or sales authorized by sections (1) and (2) of this rule.

Stat. Auth.: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

DIVISION 360

WAIVER OF SECURITY BID AND PERFORMANCE BOND

Bid Security Requirements

125-360-010 A public contracting agency may, in its discretion, waive the bid security requirements of ORS 279.027 for contracts other than those for public improvements.

Stat. Auth: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Contracts Under $10,000

125-360-020 A public contracting agency may, in its discretion, waive the bid security requirements of ORS 279.027 and performance bond requirements of ORS 279.029 if the amount of the contract for the public improvement is less than $10,000.

Stat. Auth: ORS Ch. 279 & 283
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

Emerging Small Business Contracts Under $100,000

125-360-030 (1) As public contracting agency may, in its discretion, pursuant to ORS 279.033 and this rule, waive the bid security requirements of ORS 279.027 and the performance bond requirements of ORS 279.029 when the public improvement project:

(a) Is under $100,000; and

(b) Is being undertaken through a program where the bidders are drawn exclusively from a list of certified Emerging Small Businesses maintained by the Advocate for Minority, Women and Emerging Small Business; and

(c) The agency has been provided funds by the legislature for the purpose of assisting Emerging Small Businesses.

(2) A public contracting agency may waive bid security requirements and/or the performance bond requirements pursuant to this rule under the following conditions:

(a) There exists an emerging small business account or like source of funds containing an unexpended and unobligated balance; and

(b) The public contracting agency has authority to encumber and make payments from the account; and

(c) The public contracting agency encumbers an amount in the account to cover the costs of each project wherein the bid security and/or the performance bond is waived.

Stat. Auth.: ORS Ch. 279.015(2), 279.033 & 283.060
Hist.: GS 15-1990(Temp), f. & cert. ef. 6-5-90; GS 6-1991, f. & cert. ef. 4-9-91

[ED. NOTE: The text of Temporary Rules is not printed in the Oregon Administrative Rules Compilation. Copies may be obtained from the Secretary of State.]

DIVISION 30

PUBLIC BIDDING RULES

Definitions

137-30-000 For purposes of these rules the following definitions apply:

(1) "Bid": A competitive offer in which price, delivery (or project completion) and conformance to specification will be the predominant award criteria. When authorized by an exemption granted by the public contract review entity, bid also includes a proposal wherein a solicitation of competitive proposals or offers is utilized for procurement when specification and price will not necessarily be the predominant award criteria.

(2) "Bidder": A person who submits a bid in response to a public contracting agency's Invitation to Bid.

(3) "Proposer": A person who submits a proposal in response to a public contracting agency's Request for Proposals.

(4) "Bidding period": The span of time between the date of the invitation to bid and the time and date set for receipt of bids. A minimum of fourteen (14) calendar days shall be provided, unless a shorter time is deemed necessary in the public interest for a particular procurement.

(5) "Bid opening": The date, time and place set for opening of competitive bids.

(6) "Bid closing": The date and time announced as the deadline for the receipt of bids.

(7) "Lowest responsible bidder": The lowest bidder who has substantially complied with all prescribed public bidding procedures and requirements and who has not been disqualified by the public contracting agency under ORS 279.037. (ORS 279.029(1)).

(8) "Addenda to the bid documents": Additions or changes to the bid documents defined as addenda shall be labeled as such and distributed in accordance with these rules.

(9) "Descriptive literature": Materials submitted by prospective vendors to provide information concerning the products available in response to the bid.

(10) "Bid sample": A representative specimen of the item that will be available in response to the bid.

(11) "Contract release order": The document authorizing an additional purchase on an existing requirements contract or price agreement.

COMMENTARY: By statute these rules do not apply to procurements related to personal service contracts, however, many of the requirements of ORS Chapter 279 and these rules will apply to requests for proposals used to procure other goods and services. An exemption from competitive bidding does not exempt the contract from other statutory requirements. These rules are intended not to confuse this issue. Where it was felt to be appropriate, reference has been made to invitations to bid and requests for proposals, or to bids and proposals.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Competitive Bidding

137-30-005 Contracts issued by the public agency shall be awarded by competitive bidding except as otherwise exempted under the provisions of ORS 279.015, 279.017, 279.053 or 279.056.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Bids are Offers

137-30-007 (1) The bid constitutes the bidder's offer to enter into a contract which, if accepted by the public contracting agency, shall bind the bidder to a contract unless the bid is withdrawn prior to a bid opening under OAR 137-30-060.

(2) The bid shall constitute a "firm offer," unless bidders are specifically authorized to take exceptions or to leave terms open to negotiation by bid documents published under certain exemptions from the general requirement for "strict" competitive bidding such as the Request for Proposals exemption, OAR 123-310-025. Unless the taking of exceptions or post-award negotiation is authorized by the Invitation to Bid or Request for Proposals, each bid must constitute a complete offer, fully responsive to the bid invitation.

(3) Unless expressly authorized by the Invitation to Bid or the Request for Proposals, bidders shall not make their bids or proposals contingent upon the public contracting agency's acceptance of specifications or contractual terms that conflict with or are in addition to those advertised in the Invitation to Bid or Request for Proposals.

COMMENTARY:

-1- The statutory requirement for competitive bidding is intended for the benefit of the public, and not for the advantage of any particular bidder. Judson Pacific-Murphy Co. v. Durkee, 144 Cal App2d 377, 383, 301 P2d 97 (1956). This rule emphasizes that under a competitive contracting system that authorizes the rejection of any or all bids (ORS 279.025(2)(i), 279.035), no bidder or proposer has a legal right to compel the acceptance of its bid or proposal. Instead, the bid or proposal constitutes an offer which is not binding on the public contracting agency until the offer is finally accepted by the public contracting agency. Therefore, the mere notice of award to the "lowest responsible bidder" or "best" proposal does not constitute the formation of a contract.

-2- Conversely, the bid or proposal, if otherwise in substantial compliance with all prescribed bidding procedures, does result in a contract if the bid or proposal is not withdrawn prior to the time and date set for bid closing (OAR 137-30-060), and the public contracting agency has made a final decision to award the contract to the bidder or proposer. Therefore, unless the Invitation to Bid or the Request for Proposals expressly authorizes the taking of exceptions, or reserves the right to negotiate the contract terms or specifications, no terms in the advertisement or request may be changed by conditions stated in the bid or proposal. Generally, the time for vendors to seek changes in the specifications or contractual terms is prior to bid closing, as provided in OAR 137-30-050. Bidders and proposers run a serious risk that their bids or proposals will be rejected if they make their bids contingent on the public contracting agency's acceptance of changes in or additions to specifications or contract terms.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 6-1990, f. & cert. ef. 7-23-90

igibility to Bid on Construction Contracts

137-30-008 A person shall not submit a bid or proposal to do work as a construction "contractor" as defined in ORS 701.005(2) unless that person is first registered with the Construction Contractors Board. Bids from persons who fail to comply with this requirement shall be deemed nonresponsive and be rejected, unless contrary to federal law.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 6-1990, f. & cert. ef. 7-23-90

Bid Documents

137-30-010 (1) The bid documents shall include the following:

(a) Instructions and information to bidders concerning the bid submission requirements, including the time and date set for opening of bids, the address of the office to which bids are to be delivered, and any other special information;

(b) Where applicable, the purchase description, specifications, delivery or performance schedule, inspection and acceptance requirements, and special evaluation factors; and

(c) The contract terms and conditions, including warranty and bonding or other bid security requirements, as applicable;

(d) All addenda issued by the public agency.

(2) Determination of contractual terms and conditions:

(a) The public agency is authorized to determine the contractual provisions, and terms and conditions of solicitations and contracts, provided such provisions, terms and conditions are not contrary to statutory or regulatory requirements.

(3) Terms and conditions applicable to public contracts:

(a) In addition to the Oregon preference requirement in ORS 279.021(1), and the reciprocal preference requirements of ORS 279.029(2) and (3), the public agency shall establish standard terms and conditions including those applicable as prescribed by ORS 279.310 to 279.575:

(A) Payment of laborers and materialmen; contributions to Industrial Accident Fund; liens and withholding taxes (ORS 279.312);

(B) Payment of claims by public officers (ORS 279.314);

(C) Hours of labor (ORS 279.316 and 279.338);

(D) Environmental and natural resources regulations (ORS 279.318);

(E) Payment for medical care and attention to employees (ORS 279.320);

(F) Voluntary termination of the contract (ORS 279.326);

(G) Suspension of the work (ORS 279.328 - 279.333);

(H) Maximum hours and overtime (ORS 279.334);

(I) Claims for overtime (ORS 279.336);

(J) Overtime requirement for local governments (ORS 279.340 and 279.342);

(K) Prevailing wage rates (ORS 279.348 - 9.365);

(L) Retainage (ORS 279.400 - 279.430 and 279.575);

(M) Contractor's bonds (ORS 279.526 and 279.536);

(N) Notice of claim (ORS 279.528);

(O) Labor and material liens (ORS 279.538 and 279.540);

(P) Liability in absence of bond (ORS 279.542);

(Q) Progress payments (ORS 279.575).

(b) Other terms, conditions and requirements applicable to public contracts include:

(A) Certification by contractor of compliance with the Oregon tax laws in accordance with ORS 305.385;

(B) Certification by contractor of nondiscrimination in obtaining required subcontractors in accordance with ORS 279.11. (See OAR 137-30-100(4));

(C) A provision substantially providing that: **"The Contractor, its subcontractors, if any, and all employers working under this Agreement/Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers."** (ORS 279.320(2)); and

(D) In cases where the contract calls for work as described in ORS 701.005(2) (i.e., construction work), certification by the "contractor" that the contractor is registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055. (Federal regulations may prohibit this requirement when federal funds are involved);

(E) Certification by the contractor that all subcontractors performing work as described in ORS 701.005(2) (i.e., construction work) will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract;

(F) A condition requiring the use of a certified inmate work force in accordance with ORS 279.319, if the contract is for the removal, abatement or demolition of asbestos in a state building;

(G) Any other requirement imposed by federal or state law, regulation, rule or ordinance which is applicable to the contract. ORS 279.056 provides that where federal funds are involved, federal laws, rules and regulations shall govern in case of conflict with any of the provisions of ORS 279.011 to 279.063.

(c) Such terms, conditions and requirements shall become an integral part of each contract.

(4) Special terms and conditions: The public agency also may establish special terms and conditions applicable to specified categories of contracts. Any special terms and conditions shall be included in the bid documents and become an integral part of those contracts.

(5) Compliance and exceptions to terms and conditions:

(a) Bidders are responsible for noting the terms and conditions included as applicable to each set of bid documents;

(b) By signing and returning the bid or proposal form, the bidder is acknowledging acceptance of and the intent to abide by the terms and conditions;

(c) A public agency has the right to reject any bid or proposal that takes exception to specifications or to contract terms unless the right to take exception is expressly granted in the

Invitation to Bid or Request for Proposals. Bids or proposals which take exception to the specifications or contract terms, or which are made contingent upon the public agency's acceptance of different or additional specifications or terms, may be rejected because they are not responsive to the Invitation to Bid or the Request for Proposals;

(d) Any exceptions to the terms and conditions must be clearly stated in writing by the bidder in the signed returned bid or proposal. Exceptions to the terms and conditions become contractual obligations only upon written acceptance by the public agency.

COMMENTARY:

-1- Generally, a bidder or proposer who makes its bid or proposal contingent on the public agency's acceptance of materially differing terms or specifications must be rejected. See Smith/Tug vs. Columbia-Pac. Towing, 250 Or 612, 643-44, 443 P2d 205 (1968) (bidder's conditioning of bid on state agency's acceptance of additional contract terms that were advantageous to the bidder was a material variance from the bid invitation, and the resulting contract consequently was invalid).

-2- In some instances, a public contracting agency may authorize, in the Invitation to Bid or the Request for Proposals, the taking of exceptions. Additionally, when a public agency, pursuant to an exemption from "strict" competitive bidding, leaves certain specifications, terms or conditions open to negotiations, as is not uncommon under certain federal Request for Proposal processes, bidders may take exceptions or propose additional provisions. However, the general rule is that bidders must object to specifications or contract terms and conditions prior to bid closing, as provided in OAR 137-30-050. Thus, under the general rule, a public contracting agency must reject any bid or proposal which does not substantially comply with all prescribed public bidding procedures and requirements, including but not limited to, a bid or proposal which expressly or impliedly takes exception to such procedures or requirements.

-3- In compliance with the provisions of ORS 279.318 and paragraph (3)(a)(D) of this section, the following is a list of federal, state and local agencies of which the public agency has knowledge that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

-1- Federal Agencies:
-a- Agriculture, Department of
-A- Forest Service
-B- Soil Conservation Service
-b- Defense, Department of: Army Corps of Engineers
-c- Environmental Protection Agency
-d- Interior, Department of
-A- Bureau of Sport Fisheries and Wildlife
-B- Bureau of Outdoor Recreation
-C- Bureau of Land Management
-D- Bureau of Indian Affairs
-E- Bureau of Reclamation
-e- Labor, Department of: Occupational Safety and Health Administration
-f- Transportation, Department of
-A- Coast Guard
-B- Federal Highway Administration
-2- State Agencies:
-a- Agriculture, Department of
-b- Environmental Quality, Department of
-c- Fish and Wildlife, Department of
-d- Forestry, Department of
-e- Geology and Mineral Industries, Department of
-f- Human Resources, Department of
-g- Land Conservation and Development Commission
-h- Soil and Water Conservation Commission
-i- State Engineer
-j- State Land Board
-k- Water Resources Board
-3- Local Agencies:
-a- City Council
-b- County Court
-c- County Commissioners, Board of
-d- Port Districts
-e- Metropolitan Service Districts
-f- County Service Districts
-g- Sanitary Districts
-h- Water Districts
-i- Fire Protection Districts.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Public Notice

137-30-015 (1) Distribution. Bid documents and notices of the availability of bid documents shall be mailed or otherwise furnished to a sufficient number of bidders for the purpose of securing competition. Notices of availability shall indicate where, when, and for how long the bid documents may be obtained; generally describe the supply, service or construction desired; and may contain other appropriate information. The public agency may charge a fee or require a deposit for the bid documents.

(2) Advertising:

(a) Unless exempted, every notice of solicitation of bids shall be advertised. An advertisement for bids shall be published at least once in at least one newspaper of general circulation in the area where the contract is to be performed and in as many additional issues and publications as the public agency may determine to be necessary or desirable to ensure competition;

(b) All advertisements for bids shall state:

(A) The date and time after which bids will not be received; which date shall not be less than five (5) days after the date of the last publication of the advertisement;

(B) The date that prequalification applications must be filed if prequalification is a requirement;

(C) The character of the work to be done or the items to be purchased;

(D) The office where contract terms, conditions and specifications may be seen;

(E) The name title and address of the person designated to receive bids;

(F) The date, time, and place that bids will be publicly opened;

(G) That the bid may be rejected for not complying with all prescribed public bidding procedures and requirements;

(H) That any or all bids may be rejected for good cause upon a finding that it is in the public interest to do so;

(I) That the bid must include a statement concerning whether bidder is a "resident bidder," as defined in ORS 279.029;

(J) Whether or not a contractor or subcontractor must be licensed, under ORS 468.883, to work with asbestos-containing materials.

(3) Posting of bid advertisement. A copy of each bid advertisement shall be posted at the business office of the public agency. Bidders may obtain a copy upon request.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 3-1987, f. & ef. 5-18-87; JD 6-1990, f. & cert. ef. 7-23-90

Bid Preparation

Bid Preparation Instructions

137-30-020 (1) Bids shall be typed or prepared in ink and shall be signed in ink by the bidder or an authorized representative of the bidder. The public agency shall not accept telephonic facsimile bids or signatures.

(2) Bids shall be made on the bid form provided.

(3) Alterations or erasures, if any, shall be initialed in ink by the person signing the bid.

(4) Bids shall contain a fully executed bid package, including all required documents and descriptive literature.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Bidder Prequalification

137-30-025 (1) A public agency may require mandatory prequalification of bidders on forms prescribed by the Director of the State Department of General Services. When prequalification is required by the bid documents as a condition for bidding, the agency shall not consider the bid(s) of any prospective bidder who is not prequalified in accordance with the public agency's adopted rules and regulations.

(2) If a bidder is currently prequalified by either the State Department of Transportation or the State Department of General Services to perform contracts, the bidder shall be rebuttably presumed qualified to perform similar work for other public agencies. (ORS 279.047).

Stat. Auth.: ORS Ch. 279
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84

Bidder Submissions

137-30-030 (1) Bid samples and descriptive literature. Bid samples or descriptive literature may be required when it is necessary or desirable to evaluate required characteristics of the items bid. Bid samples will be returned in accordance with provisions contained in the bid documents.

(2) Identification of bids. To ensure proper identification and special handling, bids shall be submitted in a sealed envelope appropriately marked or in the envelope provided by the agency, whichever is applicable. The public agency shall not be responsible for the proper identification and handling of bids not submitted in the designated manner or format.

(3) Receipt of bid. It is the bidder's responsibility to ensure that bids are received by the public agency prior to the stated bid closing time.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Bid Security

137-30-035 (1) Public improvement contracts. Bid security not to exceed 10 percent of the base bid(s) shall be required for public improvement contracts where the amount of the contract exceeds $10,000. The bid security shall be forfeited if the bidder fails to execute the contract promptly and properly if awarded. (ORS 279.031).

(2) Other public contracts. Bid security not to exceed 10 percent of the bid may be required by the public agency for other contracts in order to guarantee acceptance of the award. This requirement shall be stated in the bid documents.

(3) Contracts under $10,000. Bid security for contracts of less than $10,000 may be required by a public agency, but shall not be used to discourage competition and shall not exceed 10 percent of the bid.

(4) Form of bid security. The following forms of bid security will be accepted by the public agency:

(a) Surety bond from a surety company authorized to do business in the State of Oregon;

(b) Cashier's check, certified check, or savings and loan secured check; or

(c) Annual surety bond filed with the public agency (except for public improvements contracts).

(5) Return of bid security. The bid security of all unsuccessful bidders shall be returned after a contract has been executed, or all bids have been rejected. The public agency may return the bid security of unsuccessful bidders after bid opening but prior to award, if the return does not prejudice bid award and provided that the security of at least the three lowest bidders is retained pending the execution of a contract.

COMMENTARY: A number of agencies have established procedures whereby an annual surety bond is filed with the public agency for bidding purposes in an amount sufficient to provide adequate bid security, pursuant to ORS 279.027, for all bids during the year for a particular bidder. The common practice is to file a surety bond for bid bond purposes in an amount of $50,000 to $100,000, which will cover 10 percent of the amount of the bid for the contract for any given number of bids that are outstanding with that agency at any given time. Public agencies are encouraged to develop procedures such as this which facilitate vendors submitting bids and not having to provide new bid bonds each time. This is especially true when vendors are doing a volume of business with a public agency such as the Department of General Services.

Stat. Auth.: ORS Ch. 279
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84

Pre-Bid Conferences

137-30-040 The public agency may hold pre-bid conferences to explain the procurement requirements or to conduct site inspections. As a condition for bidding, the public agency may require attendance at the pre-bid conference. Such conferences shall be announced to all prospective bidders in the bid documents. The pre-bid conference shall be held within a reasonable time after the bid documents have been issued, but sufficiently before bid closing to allow consideration

of the conference results in preparing bids. Statements at the pre-bid conference shall not change the bid documents unless they are confirmed to all prospective bidders by means of a written addendum to the bid documents.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, cf. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Brand Name Products

137-30-045 Product requirement by brand name prohibited. Specifications for public contracts shall not expressly or implicitly require any product by any brand name or mark, nor the product of any particular manufacturer or seller except pursuant to exemptions granted under ORS 279.017(2). For state agencies, exemptions under that statute include, but are not limited to:

(1) OAR 125-310-060 and 125-340-020, Copyrighted Materials.

(2) OAR 125-310-120 and 125-340-030, Single Seller of Product Required and Single Manufacturer or Compatible Products.

(3) OAR 125-340-010, Specification of Particular Brand Names or Products.

(4) Public agencies may identify products by brand names so long as "approved equal" or "or equal" is included in the bid documents.

COMMENTARY:

-1- Some agencies have developed procedures for approved equals and also have made an effort to obtain exemptions authorized by the Oregon Administrative Rules as outlined in this rule. It is recognized that there is tension between either setting forth an approved equal or exempting certain products from the public bidding process, or from the requirement that no specification of brand name or mark be made.

-2- This tension is caused by the statutory policy in ORS 279.029 that the bids be awarded to the lowest responsible bidder. ORS 279.023 also requires public agencies to make every effort to construct public improvements at the least cost to the public agency. This least cost policy carries over in all other types of public contracts. The public agency, and the citizens of Oregon who support it with their tax dollars desire to get the most value for the public dollar spent. However, in some circumstances it is necessary, in order to get the kind of quality demanded by the public, either to exempt certain classes of materials or to set forth preapproved equals.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, cf. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Protest of Bid Specifications or Contract Terms

137-30-050 (1) Time for submission of protest: Unless a different deadline is specified in the Invitation to Bid or Request for Proposals, protests of bid specifications or contract terms shall be presented to the public agency in writing and in accordance with the following deadlines:

(a) Public improvement contract — ten (10) calendar days prior to bid closing;

(b) Other public contracts — five (5) calendar days prior to bid closing;

(c) Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms. No protest against award because of the content of bid specifications or contract terms shall be considered after the deadline established for submitting such protest.

(2) Extension of opening date. If any bid specification protest is received in accordance with section (1) of this rule, the bid opening date may be extended if the public agency determines an extension is necessary to allow consideration of the protest and issuance of any addenda to the bid documents.

(3) Identification of protest. Envelopes containing protests of bid specifications shall be marked as follows:

Bid Specification Protest
Bid Number or Other Identification

COMMENTARY:

-1- As noted in the commentary to OAR 137-30-010(5), bids or proposals that contain or are contingent upon material changes in specifications or contract terms generally run the risk of being rejected as non-responsive to the bid or proposal documents. Therefore, if bidders or proposers find certain specifications or contract terms unacceptable, they must protest them or request changes within the time lines established by this rule; protests made at any other time will not be considered.

-2- The purpose of this requirement is to permit public agencies to correct, prior to the submission of bids or proposals, technical or contractual requirements that may be unlawful, improvident, or which unjustifiably may restrict competition. By permitting corrections prior to the submission of bids or proposals, this requirement eliminates the waste of resources inherent in post-selection protests and in the possible rejection of bids. In order to have their complaints or requests considered, bidders or proposers must submit them within the time established in this rule.

-3- A public contracting agency shall not be required to consider, at any subsequent time, a bidder's or proposer's objections to specifications or contract terms unless those objections have been presented in a timely manner under this rule.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, cf. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Addenda to Bid Documents

137-30-055 (1) Form. Changes to bid documents shall be accomplished by addenda. The bidder shall acknowledge receipt of all addenda issued, either with the bid or separately prior to bid opening.

(2) Distribution. Addenda shall be sent to all prospective bidders known either to have obtained the bid documents or attended any mandatory pre-bid conference.

(3)(a) Timeliness. Addenda shall be issued within a reasonable time (five (5) days prior to bid closing) to allow prospective bidders to consider them in preparing their bids, but in no case less than 72 hours before the bid closing. If necessary, the public agency may notify prospective bidders of addenda by telegram, telephonic facsimile or

telephone, followed by a confirming written addendum;

(b) In its discretion, the public agency may extend the bid closing date and time to allow prospective bidders to analyze and adjust to changes made by addenda. The public agency shall notify prospective bidders of the new closing date and time either in the addendum or in writing accompanying the addendum.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Pre-Opening Modification or Withdrawal of Bids

137-30-060 (1) Modifications. Once submitted, bids may be modified in writing prior to the time and date set for bid closing. Any modifications shall be prepared on the company letterhead, signed by an authorized officer, state that the new document supersedes or modifies the prior bid and be submitted in a sealed envelope, appropriately marked. The public agency shall not accept telegraphic modification, telephonic facsimile, or similar modifications. To ensure the integrity of the bidding process, the envelope containing any modifications to a bid shall be marked as follows:

Bid Modification
Bid Number or Other Identification

(2) Withdrawals:

(a) Bids may be withdrawn by written notification on company letterhead, signed by an authorized person, and received prior to the time and date set for bid closing. Bids also may be withdrawn in person, prior to the scheduled bid closing, upon presentation of appropriate identification;

(b) Unopened bids withdrawn under subsection (a) of this section, may be released to the bidder after voiding any date and time stamp used;

(c) Requests to withdraw mailed bids shall be marked as follows:

Bid Withdrawal
Bid Number or Other Identification

(3) Documentation. All documents relating to the modification or withdrawal of bids shall be made a part of the appropriate bid file.

COMMENTARY:

-1- All of the rules on submission of bids by vendors recognize that the burden of submitting information and getting the bid in on time is on the vendor. No exceptions can be allowed to this requirement since one of the fundamentals of the public competitive bidding process is that all vendors be treated equitably. Once an exception is made to allow submission of a bid after the scheduled bid closing, there is no way to narrow that exception in such a manner that it will be applied fairly to all vendors. Therefore, a strict rule must be applied that prevents acceptance of any kind of bid or other pre-bid submission that is received after the time and date listed in the notification.

-2- Public agencies are encouraged to use a date and time stamp in order to verify the time and day of receipt of the bids. The official clock should be that of a purchasing officer in charge of opening the bids, or some other identifiable time piece located in the purchasing office of the public agency.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Receipt, Opening, and Recording of Bids

137-30-065 (1) Receipt. Upon its receipt, each bid and modification shall be time-stamped or marked by hand but not opened, and shall be stored in a secure place until bid opening. If bids or modifications are opened inadvertently or are opened prior to the time and date set for bid opening because they were improperly identified by the bidder, the bids or authorized modification documents shall be resealed and stored for opening at the correct time. When this occurs, documentation of this procedure shall be placed in the bid file.

(2) Opening and recording. Bids and modifications shall be opened publicly, at the time, date, and place designated in the bid documents. To the extent practicable, the name of each bidder, the bid price(s), and such other information as considered appropriate shall be read aloud. On voluminous bids, the public agency may advise bidders, as part of the bid documents, that the bid items and prices will not be read aloud.

(3) Availability. Prior to award, and except to the extent the bidder designates trade secrets or other proprietary data to be confidential, the opened bids shall be available for public inspection. ORS 192.501(2). Application of the Oregon Public Records Law shall determine if the confidential information claimed to be exempt is in fact exempt from disclosure. In order to facilitate public inspection of the nonconfidential portion of the bid, material designated as confidential shall accompany the bid but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary.

COMMENTARY:

-1- After opening the bids, public agencies need time prior to award to evaluate the bids that were submitted. This requirement is especially valid in cases where a large number of specifications have been included and the bids have been submitted in an alternative or deductive basis.

-2- However, the public agency must recognize that open bids shall be available for public inspection following bid closing to the extent the bids do not contain trade secrets that fall within the parameters of ORS 192.500(1)(b). Submitted bids are a matter of public record and public agencies should make every effort to make these available to interested members of the public.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Late Bids, Late Withdrawals, and Late Modifications

137-30-070 (1) Definition. Any bid received after the time and date set in the bid documents for receipt of bids is late. Any request for bid

withdrawal or modification received after the time and date set for bid closing is late.

(2) Disposition. No late bids, late proposals, late modifications, or late withdrawals shall be considered.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Mistakes in Bids

137-30-075 (1) General. Clarification or withdrawal of a bid because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. Except as provided in this rule, if the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent it is not contrary to the interest of the public agency or the fair treatment of other bidders.

(2) Mistakes discovered after bid closing but before award. This subsection prescribes procedures to be applied in situations where mistakes in bids are discovered after the time and date set for bid closing but before award:

(a) Minor informalities. Minor informalities are matters of form rather than substance that are evident from the bid documents, or are insignificant mistakes that can be waived or corrected promptly without prejudice to other bidders or the public agency; that is, the informality does not affect price, quantity, quality, delivery, or contractual conditions except in the case of informalities involving unit price. Examples include, but are not limited to the failure of a bidder to:

(A) Return the number of signed bids or the number of other documents required by the bid documents;

(B) Sign the bid form in the designated block so long as a signature appears in the bid documents evidencing an intent to be bound;

(C) Acknowledge receipt of an addendum to the bid documents, but only if:

(i) It is clear from the bid that the bidder received the addendum and intended to be bound by its terms; or

(ii) The addendum involved did not affect price, quantity, quality, or delivery.

(b) Mistakes where intended correct bid is evident. If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the public agency may accept the bid. Examples of mistakes that may be clearly evident on the face of the bid form are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. Mistakes that are clearly evident on the face of the bid form also may include instances in which the intended correct bid is made clearly evident by simple arithmetic calculations. For example, missing unit price may be established by dividing the total bid item by the quantity of units for that item, and a missing or incorrect total bid for an item may be established by multiplying the unit price by the quantity when those figures are available on the bid. For discrepancies between unit prices and extended prices, unit prices shall prevail;

(c) Mistakes where intended correct bid is not evident. The public agency may not accept a bid in which a mistake is clearly evident on the face of the bid form but the intended correct bid is not clearly evident or cannot be substantiated from accompanying documents.

COMMENTARY: Bidders and proposers should be especially careful to avoid mistakes, omissions, and ambiguities in their submissions. Unless a public contracting agency can determine with reasonable certainty, exclusively from the face of the bid or proposal, the intended meaning of a bid or proposal item, the bid or proposal generally must be rejected as not complying with required bidding procedures. Additionally, ambiguous bids or proposals (those that reasonably can be read in more than one way) create serious problems in determining the bidder's or proposer's intent, and are vulnerable to rejection.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Time for Acceptance

137-30-080 Bids shall be valid and binding offers for thirty (30) days unless otherwise specified in the bid documents.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Extension of Time for Acceptance of Bid

137-30-085 Notwithstanding OAR 137-30-080, after opening bids, the public agency may request orally or in writing that bidders extend the time in writing during which the public agency may accept their bids.

Stat. Auth.: ORS Ch. 279
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84

Bid Evaluation and Award

137-30-090 (1) General. The contract, if awarded, is to be awarded to the lowest responsible bidder. Consistent with the provisions of the bid documents, and in the public interest as determined by the public agency, awards may be made by item, groups of items, or entire bid. The public agency reserves the right to reject any bid not in compliance with the bid documents or with all prescribed public bidding procedures (ORS 279.025(2)(i)), and to reject any or all bids upon a finding of the agency that it is in the public interest to do so (ORS 279.035).

(2) Special requirements. The bid documents shall set forth any special requirements and criteria which will be used to determine the lowest responsible bidder. No bid shall be evaluated for any requirement or criterion that is not disclosed in the bid documents or public agency regulation.

(3) Product acceptability:

(a) The bid documents shall set forth the evaluation criteria to be used in determining product acceptability. The public agency may require the submission of bid samples, descriptive literature, technical data, or other material, and

may also provide for accomplishing any of the following prior to award:

(A) Demonstration, inspection or testing of a product prior to award for such characteristics as quality or workmanship;

(B) Examination of such elements as appearance, finish, taste, or feel; or

(C) Other examinations to determine whether the product conforms with specifications.

(b) The acceptability evaluation is conducted only to determine that a bidder's offering is acceptable as provided in the bid documents. Any bidder's product which does not meet the minimum requirements shall be rejected. Product rejections are not considered bidder disqualifications and are not grounds for appeal under ORS 279.043.

(4) Determination of lowest responsible bidder. Following determination of product acceptability as set forth in section (3) of this rule, if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the public agency in accordance with the evaluation criteria set forth in the bid documents. Only objectively measurable criteria which are set forth in the bid documents shall be applied in determining the lowest responsible bidder. Examples of such criteria include, but are not limited to, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, and ownership or life cycle cost formulas. Evaluation factors need not be precise predictors of actual future costs; but to the extent possible, such evaluation factors shall:

(a) Be reasonable estimates based upon information the public agency has available concerning future use;

(b) Treat all bids equitably; and

(c) Recognize that public policy requires acquisitions and public improvements to be accomplished at the least cost. ORS 279.023(1).

(5) Restrictions. Nothing in this section shall be deemed to permit contract award to a bidder submitting a higher quality item than that designated in the bid documents if such bidder is not also the lowest responsible bidder as determined under section (4) of this rule. Further, this section does not permit negotiations with any bidder.

COMMENTARY:

-1- Although section (4) of this rule suggests that price evaluation will be conducted only after product acceptability has been examined, nothing in this rule is intended to prescribe the order or timing of the evaluation of particular components of a bid or proposal. Frequently, in order to save resources, public contracting agencies will review price first, and then determine whether the apparent low bid or best proposal meets all product specifications. This promotes efficiency by minimizing the time spent in evaluating proposals or bids that do not appear to be competitive. A public contracting agency has discretion to evaluate bids and product acceptability in the order that best meets its needs, consistent with fairness to all bidders and proposers.

-2- Depending upon whether product acceptability or price is evaluated first, the public contracting agency must evaluate each bid or proposal (or the apparent low bid or proposal) and determine whether each bid or proposal substantially complied with all prescribed public bidding procedures and requirements. If two or more bids substantially comply with such procedures and requirements, the public contracting agency must award the contract to the lowest responsible bidder. If two or more proposals substantially comply with all prescribed public bidding procedures and requirements, the public contracting agency must award the contract to the responsible proposer whose proposal best meets the terms, conditions, specifications and requirements which are expressly stated in, or necessarily implied from, the RFP.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Low Tie Bids

137-30-095 (1) Definition. Low tie bids are low responsive bids from responsible bidders that are identical in price, fitness, availability and quality and which meet all the requirements and criteria set forth in the bid documents.

(2) Award:

(a) Low tie bids are subject to the Oregon preference contained in ORS 279.021(1): "In all public contracts, the public contracting agency shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal".

(b) Low tie bids that remain tied after application of the statutory Oregon preference shall be awarded according to the following sequence:

(A) Preference shall be given to the bidder whose principal offices or headquarters are located in Oregon;

(B) If a tie still remains after applying paragraph (A) of this subsection, award shall be made by drawing lots among any tied Oregon bidders. Such bidders shall be given notice and an opportunity to be present when the lots are drawn;

(C) If none of the tied bidders is located in Oregon, award of the contract shall be made by drawing lots.

COMMENTARY:

-1- The Oregon Preference Law has been the subject of great concern and controversy in the past. Pursuant to ORS 279.021, public contracting agencies are required to prefer goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal. This means that the Oregon Preference Law applies only when there is a tie bid.

-2- However, the statute does not require that the Oregon Preference Law be applied to goods manufactured out of Oregon but for a company whose headquarters are in Oregon. This sometimes can result in some interesting disparities and perceived unequal treatment. For example, a firm may be headquartered in Oregon and have all of its plants in Oregon except one, which is located in another state, and the goods submitted pursuant to the public contract might be from the out-of-state plant. Those goods would not qualify for the Oregon Preference Law. Unless the statute is modified, the Preference Law in Oregon is very narrow. However, note the reciprocal preference requirements of ORS 279.029(2) and (3). The Department of General Services maintains a list of states providing for instate preference.

Stat. Auth.: ORS Ch. 279.049

Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Rejection of Individual Bids or Proposals

137-30-100 (1) General. This section applies to rejections, in whole or in part, of individual bids or proposals. In accordance with ORS 279.035, the public agency may reject in whole or in part, any bid or proposal not in compliance with all prescribed bidding procedures and requirements, and may reject for good cause any bid or proposal upon a written finding of the agency that it is in the public interest to do so.

(2) Reasons for rejection. Reasons for rejecting a bid or proposal include but are not limited to finding that:

(a) The bidder has not prequalified under ORS 279.039, or is disqualified under ORS 200.075 or 279.037; or

(b) The bidder has been declared ineligible by the Commissioner of the Bureau of Labor and Industries under ORS 279.361; or

(c) The bid is not responsive, that is, it does not conform in all material respects to bid document requirements, including all prescribed public bidding procedures and requirements; or

(d) The supply, service, or construction item offered in the bid is unacceptable by reason of its failure to meet the requirements of the bid documents or permissible alternates or other accept-ability criteria set forth in the bid documents; or

(e) The bidder is not capable of satisfying the terms and conditions of the public contract in a timely manner due to financial incapacity, inability to obtain bonding, loss of license, or other objective cause; or

(f) The bidder within the last 5 years has been found, in a civil, criminal or administrative proceeding, to have committed fraud, misrepresentation, price-rigging, unlawful anti-competitive conduct, or similar behavior; or

(g) The bidder has been determined responsible (i.e., adjudicated by a court, or as determined in writing by the contracting agency in the case of a public contract) for more than one breach of a public or private contract or contracts in the last 3 calendar years before the scheduled date of the bid opening; or

(h) The bid security has not been submitted or properly executed as required by the bid documents; or

(i) The bidder has not met the emerging small business, disadvantaged business, minority business and women business enterprise requirements, if any, established by the public agency, and has not made a good faith effort in accordance with ORS 200.075 and 279.059 to comply with the requirements prior to the time bids are opened; or

(j) The bidder has failed to certify in accordance with section (4) of this rule;

(k) Other circumstances of the particular bid, proposal, or bidder indicate that acceptance of the bid would impair the integrity of the selection process or result in an imprudent contract by the public contracting agency.

(3) Form of Business Entity. For purposes of this rule the corporate or business form of bidders shall be subject to scrutiny, so that previously-disqualified bidders, or their officers and directors, may not by subterfuge, change of apparent ownership, or other adjustments in formal appearance, avoid application of this rule or of the disqualification provisions of ORS 279.037 to 279.045.

(4) The bidder shall certify as part of the bid documents accompanying the bid on a public contract that the contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

COMMENTARY:

-1- Although public contracting agencies are authorized to reject bids that do not materially comply with the bid documents and with all prescribed bidding procedures, a bidder frequently will not receive notice of a defective bid in instances when that bid would not, in any event, have been a low bid. Rather than undertaking the additional task of rejecting the bids, public agencies frequently treat such bids simply as "losing" bids.

-2- Therefore, the fact that an unsuccessful bid or proposal was not rejected does not constitute a representation or indication by a public contracting agency that the bid was in compliance with the bid documents or with prescribed bidding procedures, and bidders or proposers cannot rely on the fact that earlier bids or proposals were not rejected as an indication that their bids or proposals were acceptable.

-3- For the rejection of individual bids or proposals otherwise complying with prescribed bidding procedures and requirements, for good cause and upon a finding of public interest see the commentary to OAR 137-30-102.

Stat. Auth.: ORS Ch. 279.049

Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 3-1987, f. & ef. 5-18-87; JD 6-1990, f. & cert. ef. 7-23-90

Rejection of all Bids or Proposals

137-30-102 (1) Bid rejection. All bids or proposals may be rejected for good cause upon a written finding by the agency it is in the public interest to do so. Notification of rejection of all bids or proposals, along with the good cause justification and finding of public interest, shall be sent to all who submitted a bid.

(2) Rejection criteria. Reasons for rejecting all bids or proposals include but are not limited to finding that:

(a) Due to the content of or error in the bid documents, including its terms, conditions or specifications, the solicitation process unnecessarily restricted competition for the public contract; or

(b) The price, quality, or performance presented by the lowest or best responsible bidder is, in the opinion of the public agency, too costly or of insufficient quality to justify acceptance of the bid or proposal; or

(c) Misconduct, error, or ambiguous or misleading provisions in the bid documents threaten the fairness and integrity of the competitive process; or

(d) Causes other than legitimate market forces threaten the integrity of the competitive procurement process. These causes include, but are not limited to, those that tend to limit competition such as restrictions on competition, collusion, corruption, unlawful anti-competitive conduct, and

inadvertent or intentional errors in the bid documents.

COMMENTARY:

-1- Pursuant to ORS 279.035, a public agency may reject any or all bids for good cause upon a written finding by the public agency that it is in the public interest to do so. This does not allow arbitrary or discriminatory action on the part of the public agency, but does allow rejection of bids where flaws in the award criteria or other defects in the specifications have been discovered pursuant to the scrutiny generated by the bidding process.

-2- The agency shall create a written record of its reasons for bid rejection which provides a concise explanation of the reasons why such action is in the public interest.

-3- ORS 279.025(2)(i) and 279.035 confer broad discretion on public contracting agencies to reject all bids or proposals when the rejection is in the public interest. This statutory authority is a valuable protection against the establishment of questionable or legally vulnerable public contracts in cases in which the competitive procedure, due to apparent defects or other problems, is questionable. Bid rejection also may protect public agencies in instances in which bids or price proposals are higher than the funds budgeted and allocated to finance a particular contract. Additionally, bid rejection may protect a public agency from being required to contract for goods, services, or projects that, due to defects in the agency's specifications, will not meet the agency's needs. However, the rejection of bids frequently is uneconomical, because it wipes out efforts both of the public agency and of bidders or proposers in the preparation of bid documents.

-4- In the case of the rejection of individual bids even greater care needs to be taken. ORS 279.035 does allow public contracting agencies to reject any bid not in compliance with prescribed bidding procedures and the requirements of the bid documents. However, a rejection of individual bids for other reasons requires specific written findings by the agency that good cause exists and that such action is in the public interest.

Stat. Auth.: ORS Ch. 179, 279.049
Hist.: JD 3-1987, f. & ef. 5-18-87; JD 6-1990, f. & cert. ef. 7-23-90

Protest of Award

137-30-104 (1) Notice of award. The written notice of award of the contract shall constitute a final decision of the agency to award the contract if no written protest of the notice of award is filed with the public contracting agency within fourteen (14) calendar days of the notice of award or such other period as provided in the agency's solicitation. If a protest is timely filed, the notice of award is a final decision of the agency only upon issuance of a written decision denying the protest and affirming the award. The notice of award and any written decision denying a protest shall be sent to every bidder or proposer who provided an address.

(2) Right to protest. Any actual bidder or proposer who is adversely affected or aggrieved by the public contracting agency's notice of award of the contract to another bidder or proposer on the same solicitation shall have fourteen (14) calendar days after notice of award to submit to the public contracting agency a written protest of the notice of award. The written protest shall specify the grounds upon which the protest is based. The period of fourteen (14) calendar days in which to submit a written protest may be shortened or lengthened by the public contracting agency, as provided in the agency's solicitation. In order to be an adversely affected or aggrieved bidder or proposer with a right to submit a written protest, a bidder or proposer must itself claim to be eligible for award of the contract as the lowest responsible bidder or best proposer and must be next in line for award, i.e., the protester must claim that all lower bidders or better proposers are ineligible for award because they are nonresponsive or nonresponsible. A public contracting agency shall not entertain a protest submitted after the time period established in this rule or such different period as may be provided in the agency's solicitation.

(3) Authority to resolve protests. The head of the public contracting agency, or such person's designee, shall have the authority to settle or resolve a written protest submitted under section (2) of this rule, supra.

(4) Decision. If the protest is not settled or resolved by mutual agreement, the head of the public contracting agency, or such person's designee, shall promptly issue a written decision on the protest.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 6-1990, f. & cert. ef. 7-23-90

Negotiation With Bidders Prohibited

137-30-105 Unless a request for proposal is used, the public agency shall not negotiate with any bidder prior to award of a contract. After award of the contract, modifications to the contract shall be made with change orders of addenda to the contract and in accordance with the exemption rules of the applicable public contract review authority.

Stat. Auth.: ORS Ch. 279
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84

Bidder Disqualification

137-30-110 (1) Grounds for disqualification. As provided in ORS 279.037, the following are grounds for bidder disqualification:

(a) The person does not have sufficient financial ability to perform the contract. If a bond is required to ensure performance of a contract, evidence that the person can acquire a surety bond in the amount and type required shall be sufficient to establish financial ability;

(b) The person does not have equipment available to perform the contract;

(c) The person does not have key personnel available of sufficient experience to perform the contract; or

(d) The person has repeatedly breached contractual obligations to public and private contracting agencies.

(2) As provided in ORS 200.075, the following are grounds for suspension of a bidder's, contractor's or subcontractor's right to bid or participate in a pubic contract:

(a) If the person has entered into any agreement representing that a certified disadvantaged, minority women or emerging small business enterprise will be performing or supplying materials under a public improvement contract

without the knowledge and consent of the certified enterprise;

(b) If the person exercises management decision making control over the internal operations, as defined by ORS 200.075(1)(b), of any certified disadvantaged, minority, women or emerging small business enterprise;

(c) If the person uses a disadvantaged, minority women or emerging small business enterprise to perform contracting services or provide supplies under a public improvement contract to meet an established DBE/MBE/WBE/ESB goal, when the enterprise does not perform a commercially useful function, as defined by ORS 200.075(3) in performing its obligations under the contract.

(3) Investigation. The public agency may make such investigation as is necessary to determine whether a person is qualified. If a bidder or prospective bidder fails to supply information promptly as requested by the public agency, such failure is grounds for disqualification.

(4) Trade secret. Any information voluntarily submitted by a bidder or prospective bidder pursuant to an investigation under section (2) of this rule or, in a prequalification statement required by ORS 279.039, or in a prequalification request submitted pursuant to ORS 279.041 shall be deemed a trade secret pursuant to ORS 192.501(2) if requested by the person submitting the information and verified to be a trade secret by the public agency.

(5) Notice of disqualification. The bidder or prospective bidder will be notified in writing by personal service or certified mail of the public agency's decision to disqualify the person from bidding with the public agency. The notice shall contain:

(a) The effective date of the disqualification and the effective period of disqualification;

(b) The grounds for disqualification from bidding; and

(c) A statement of the contractor's appeal rights and applicable appeal deadlines.

(6) Appeal of disqualification. If a contractor wishes to appeal the public agency decision to disqualify, the contractor must notify the public agency in writing within three (3) business days after receipt of the notification.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Cancellation of Invitations to Bid

137-30-115 (1) Cancellation in the public interest. An invitation to bid may be cancelled in whole or in part when it is in the public interest as determined by the public agency. The reasons therefor shall be made part of the bid file.

(2) Notice of cancellation. When an invitation to bid is cancelled prior to bid opening, notice of cancellation shall be sent to all holders of bid documents. Such notice of cancellation shall:

(a) Identify the invitation to bid;

(b) Briefly explain the reason for cancellation; and

(c) Where appropriate, explain that an opportunity will be given to compete on any resolicitation. (ORS 279.035).

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 3-1987, f. & ef. 5-18-87; JD 6-1990, f. & cert. ef. 7-23-90

Disposition of Bids or Proposals if Bid Cancelled

137-30-120 (1) Prior to bid opening. When an invitation for bids is cancelled prior to bid opening, all bids received will be returned to bidders unopened, if submitted with a clearly visible return address. If there is no return address on the envelope, the bid will be opened to determine the source and then returned to sender.

(2) After bid opening. When all bids are rejected, the bids received shall be retained and become part of the public agency's permanent file.

Stat. Auth.: ORS Ch. 279
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84

Documentation of Award

137-30-125 (1) Basis of award. Following award, a record showing the basis for determining the successful bidder shall be made a part of the bid file.

(2) Contents of award record. The record shall consist of:

(a) Completed bid tabulation sheet; and

(b) Written justification for any rejection of lower bids.

Stat. Auth.: ORS Ch. 279
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84

Foreign Contractor (ORS 279.021)

137-30-130 If the amount of the contract exceeds $10,000 and the contractor is a "foreign contractor", the contractor shall promptly report to the Oregon Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before final payment can be received on the contract. A copy of the report shall be forwarded to the agency. The public agency shall satisfy itself that the above requirements have been complied with before it issues final payment on the contract. For the purposes of this rule, a foreign contractor is one who is not domiciled in or registered to do business in the State of Oregon.

COMMENTARY: The submission of statements regarding the status of foreign contractors is recommended to be made as promptly as possible to the Oregon Department of Revenue. This should normally be accomplished within 60 days from the date of the execution of a contract. The Oregon Department of Revenue should be consulted for information in this regard. In order to avoid a claim for back corporate income taxes or appropriate withholding of wages to the State of Oregon, a prompt execution of this form is required.

Stat. Auth.: ORS Ch. 279
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84

Availability of Award Decisions

137-30-135 (1) Contract documents. A signed purchase order, price agreement, or contract document, as applicable, shall be sent to the successful bidder.

(2) Notification to unsuccessful bidders. Unsuccessful bidders need not be notified. Tabulations of awarded bids may be obtained for a nominal charge in person or by submitting to the public agency a written request, accompanied by payment, stating the bid number and enclosing a self-addressed, stamped envelope.

(3) Availability of bid files. Completed bid files shall be available for public review at the public agency.

(4) Copies from bid files. Copies of material from bid files, other than previously described tabulation sheets, may be obtained upon payment of a reasonable copying charge.

COMMENTARY:

-1- The Secretary of State rule OAR 166-40-060(2) includes the following requirements on retention of contract documents after award:

-a- For all service contracts the original must be kept for two years after the contract has been completely executed;

-b- Capital contracts must be kept permanently;

-c- Goods contracts must be kept for seven years after maturity;

-d- Intergovernmental and interagency agreements must be kept permanently.

-2- Any copies of the originals must be kept for two years after maturity in all of the categories listed above. These rules are binding on all state agencies and all political subdivisions of the State of Oregon.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Performance Security

137-30-140 (1) Public improvements contract. Except in emergencies, when the requirement may be waived pursuant to ORS 279.029(5), or unless the requirement is exempted pursuant to ORS 279.033, a performance bond in a sum equal to the contract price shall be required for all public improvement contracts in excess of $10,000.

(2) Other public contracts. The public agency may require performance security for other public contracts. Such requirements shall be stated in the bid documents.

(3) Contracts under $10,000. Performance bonds for a contract under $10,000 may be required by a public agency, but shall not be used to discourage competition.

(4) Requirement for surety bond. A surety bond furnished by a surety company authorized to do business in Oregon is the only acceptable form of performance security unless otherwise specified in the bid documents.

(5) Time for submission. Upon request by the public agency, the apparent successful bidder must furnish the required performance bond within 10 days. Prompt submittal of the performance bond is required to ensure timely project initiation. Failure to furnish the bond prior to the deadline may result in rejection of the bid, forfeiture of bid security, and award to the next lowest responsible bidder.

COMMENTARY:

-1- Public agencies are encouraged to provide sufficient information in the bid documents regarding the requirements for acceptable security. ORS 279.029 requires that all contracts for public improvements include a performance bond. An exception from this requirement is authorized under OAR 125-360-020 if the amount of the contract for the public improvement is less than $10,000. Except for this exception, the bond, required by ORS 279.029, can be waived only in cases where an emergency exists or as provided in ORS 279.033.

-2- To declare such an emergency, all members of the governing board of the public contracting agency must concur. The standard for declaring an emergency is when the public contracting agency or public would suffer material injury by delay or other cause. Public agencies are advised to be cautious in this regard since under ORS 279.542, whenever a bond is not executed there is joint liability on the part of both the officers of the public agency which let the contract and the public body itself for payment of any liens which may be filed. This liability can include personal liability of the public officials. Extreme caution is recommended in the declaration of an emergency pursuant to ORS 279.029(5). All public agencies should be advised of the liability requirements imposed under Oregon law. In addition, ORS 279.542 appears to create this potential liability when the public agency required the bond for other than public improvement contracts and contracts under $10,000. Therefore, once the bond is required, it should not be released until the period for filing claims has run.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Right to Audit Records

137-30-145 (1) Audit of cost or pricing data. The public agency may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data according to the terms of a contract to the extent that such books and records relate to such cost or pricing data. Any person who receives a contract, for which cost or pricing data are required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing.

(2) Contract audit. The public agency shall be entitled to audit the books and records of a contractor or any subcontractor under any contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing.

Stat. Auth.: ORS Ch. 279
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84

Right to Inspect Plant

137-30-150 (1) Time for inspection. The public agency may, at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded.

(2) Access to plant or place of business. As a condition of bidding, bidders agree that the public

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agency may enter a contractor's or subcontractor's plant or place of business during normal business hours for the following purposes:

(a) Inspect and/or test supplies or services for acceptance by the public agency pursuant to the terms of the bid;

(b) Investigate in connection with a bidder's application, a minority business certification, or bidder qualification.

(3) Contractual provisions. Contracts may provide that the public agency may inspect supplies and services at the contractor's or subcontractor's facility and perform tests to determine whether they conform to the bid documents, or, after award, to the contract requirements, and therefore are acceptable. Such inspections and tests shall be conducted in accordance with the terms of the contract.

(4) Procedures for trial use and testing. The public agency may establish operational procedures governing the testing and trial use of equipment, materials and the application of resulting information and data to specifications or procurements.

(5) Conduct of inspections:

(a) Inspectors. Inspections or tests shall be performed so as not to unduly delay the work of the contractor or subcontractor. No change of any provision of the specifications or the contract may be required by the inspector without written authorization of the public agency, unless otherwise specified in the bid documents. The presence or absence of an inspector shall not relieve the contractor or subcontractor from any requirement of the contract;

(b) Location. When an inspection is made in the plant or place of business of a contractor or subcontractor, such contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing;

(c) Time of testing or inspection. Inspection or testing of supplies and services performed at the plant or place of business of any contractor or subcontractor shall be performed at reasonable times during normal business hours.

(6) Inspection of construction projects. On-site inspection of construction shall be performed in accordance with the terms of the contract.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Contract Cancellation Procedures

137-30-155 (1) Grounds for cancellation. The public agency may cancel a contract for any violation of the provisions of the contract. Such provisions generally include, but are not limited to:

(a) Standard terms and conditions included in all contracts;

(b) Product or service specifications;

(c) Delivery or completion requirements; or

(d) Contracted pricing and price escalation/de-escalation clauses.

(2) No cancellation of a public contract shall, unless limited by the terms of the particular contract, restrict or abrogate any other remedy available to the public contracting agency that is provided either by law or under the particular contract.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

DIVISION 40

PUBLIC IMPROVEMENT CONTRACTS

Application

137-40-000 In addition to the requirements set forth in Division 30 of these rules the following rules apply to public improvement contracts.

Stat. Auth.: ORS Ch. 279
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84

Competitive Bidding

137-40-005 (1) Public improvement contracts, if awarded, shall be awarded by the public agency to the lowest responsible bidder as defined by statute, unless otherwise exempt under ORS 279.015, 279.017, 279.053 or 279.056.

(2) In addition to the requirements of ORS 279.025 and OAR 137-30-015, a public agency requesting bids for a public works project shall first determine whether the project requires a contractor licensed under ORS 468.883 to work with asbestos or asbestos-containing material. The public agency shall include in the bid advertisement a statement whether performance of the contract requires a contractor licensed to do asbestos abatement work under ORS 468.883. (ORS 468.889).

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Public Notice

137-40-010 (1) Trade newspaper advertisement. In addition to the requirements of OAR 137-30-015, public improvements having an estimated cost in excess of $50,000 shall be advertised for bids in at least one trade newspaper of general state-wide circulation.

(2) Prevailing wage rate notice. If the following conditions apply, the public agency shall include in the public notice a statement that the bidder shall comply with the requirements of the prevailing wage law in ORS 279.350:

(a) The bid must be for public works as defined in ORS 279.348(3) which includes construction, reconstruction, major renovation or painting of roads, highways, buildings, structures and improvements of all types which are carried on or contracted for by any public agency to serve the public interest but do not include the reconstruction or renovation of privately owned property which is leased by a public agency;

(b) The contract price for the project exceeds $10,000; and

(c) The project is not regulated under the Davis-Bacon Act (40 USC 276a). (ORS 279.357).

[Publications: The publication(s) referred to or incorporated by reference in this rule are available from the office of the Department of Justice.]

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Bid Evaluation and Award

137-40-015 Award of a public improvement contract shall be to the lowest responsible bidder on the basis of total bid price. If the bid includes unit prices and extensions for estimated quantities, the total bid price for the purpose of comparing bids will be the total sum computed from bid quantities and the unit prices entered thereon by the bidder, with due adjustments being made for alternate items and any specified or authorized reductions, additions or changes. In case of conflict between a unit price and the corresponding extended amount, the unit price shall govern.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Contract Cancellation Procedures

137-40-020 (1) Termination due to circumstances beyond the control of the contractor (ORS 279.326, 279.328, 279.330, 279.332):

(a) Reasons for termination. The agency may, by a written order or upon written request from the contractor, terminate the contract or a portion thereof if any of the following occur:

(A) The contractor is prevented from completing the work for reasons beyond the control of the public agency;

(B) Completion of the project is beyond control of the contractor;

(C) Or for any reason considered by the public agency to be in the public interest (other than a labor dispute or any third party judicial proceeding relating to the work other than a suit or action filed in regards to a labor dispute). These reasons may include, but are not necessarily limited to, nonavailability of materials, phenomena of nature of catastrophic proportions or intensity, executive orders of the President related to national defense, congressional or state acts related to funding.

(b) Payment when contract is terminated. When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed under the contract, or by mutual agreement, for items of work partially completed. No claim for loss of anticipated profits will be allowed.

(c) Responsibility for completed work if contract terminated. Termination of the contract or a portion thereof shall not relieve the contractor of responsibility for the work completed, nor shall it relieve the surety of its obligation for any just claims arising from the work performed.

(2) Termination of contract for default (ORS 279.333):

(a) If the contractor should persistently or repeatedly refuse to or fail to supply enough properly skilled workers or proper materials for the efficient execution of the project, or should fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances or the instructions of the public agency, or otherwise be guilty of a substantial violation of any provision of the contract, then the public agency, without prejudice to any other right or remedy and after giving the contractor or the surety seven (7) days written notice, may terminate the employment of the contractor and take possession of the premises and of all materials, tools and appliances thereon as well as all other materials whether on the premises or not, on which

the contractor has received partial payment. The public agency may finish the work by whatever method it may deem expedient.

(b) Required response to declaration of default. the above action is taken, the contractor or the surety shall provide the public agency with immediate and peaceful possession of all of the materials, tools and appliances located on the premises, as well as all other materials whether on the premises or not, on which the contractor has received any progress payment. Further, the contractor shall not be entitled to receive any further payment until the work is completed. On the completion of the work, determination shall be made by the public agency of the total amount the contractor would have been entitled to receive for the work, under the terms of the contract, had the contractor completed the work. If the difference between said total amount and the sum of all amounts previously paid to the contractor, which difference will hereinafter be called the "unpaid balance", exceeds the expense incurred by the public agency in completing the work, including expense for additional managerial and administrative services, such excess will be paid to the contractor, with the consent of the surety. If, instead, the expense incurred by the public agency exceeds the unpaid balance, the amount of the excess shall be paid to the public agency by the contractor or the surety.

(c) Expense of completion. The expense incurred by the public agency shall be as determined and certified by the public agency.

(d) Refusal to perform. In addition to and apart from the above-mentioned right of the public agency to terminate the employment of the contractor, the contract may be cancelled by the public agency for any willful failure or refusal on the part of the contractor to perform faithfully the contract according to all of its terms and conditions; however, in such event neither the contractor nor the surety shall be relieved from damages or losses suffered by the public agency on account of the contractor's breach of contract.

(e) Remedies are cumulative. The public agency may, at its discretion, avail itself of any or all of the above rights or remedies and invoke any one of the above rights or remedies without prejudice and without precluding the public agency from subsequently invoking any other right or remedy set forth above or elsewhere in the contract.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Retainage (ORS 279.420, 279.435)

137-40-025 (1) Retainage of five percent. Unless the charter of the public agency contains provisions requiring retainage by the public agency of more than five percent of the contract price of the work completed, the amount to be retained from any given progress payment will be such that when added to the sum of amount previously retained, it will equal not more than five percent of the value of completed work. However, if the contract work is 50 percent completed and the work is progressing satisfactorily, the retainage may be reduced or eliminated on the remaining progress payments. Any reduction or elimination of retainage shall be allowed only upon written application of the contractor, which application shall include written approval of the contractor's surety; except that when the contract work is 97-1/2 percent completed, the public agency may without application by the contractor, reduce the retained amount to 100 percent of the value of the contract work remaining to be done. If retainage has been reduced or eliminated, the public agency reserves the right in protecting its interests to reinstate at any time retainage from further progress payments.

(2) Alternatives to cash retainage. In lieu of cash retainage to be held by the agency, the contractor may select one of the following options:

(a) Deposit of securities:

(A) The contractor may deposit bonds or securities with the agency or in any bank or trust company to be held for the benefit of the public agency. In such event, the public agency shall reduce the retainage in an amount equal to the value of the bonds and securities. This reduction in retainage will be made in the progress payments made subsequent to the time the contractor deposits the bonds and securities.

(B) The value of the bonds and securities will be determined periodically by the public agency and the amount retained on progress payments will be adjusted accordingly. The bonds and securities deposited by the contractor shall be fully assigned to the public agency or be payable to the public agency on demand and shall be of a character approved by the Director of the Department of General Services, including but not limited to the following:

(i) Bills, certificates, notes or bonds of the United States.

(ii) Other obligations of the United States or its agencies.

(iii) Obligations of any corporation wholly owned by the Federal Government.

(iv) Indebtedness of the Federal National Mortgage Association.

(v) Time certificates of deposit or savings account passbooks issued by the commercial bank, savings and loan association, or mutual savings bank, duly authorized to do business in Oregon.

(vi) Corporation bonds rated A or better by a recognized rating service.

(vii) General obligation bonds of the State of Oregon or any political subdivision thereof.

(viii) General obligation improvement warrants issued pursuant to ORS 287.502.

(ix) Irrevocable letters of credit from a bank doing business in Oregon.

(C) At the time the public agency determines that all requirements for the protection of the public agency's interest have been fulfilled, all bonds and securities deposited as above provided will be released to the contractor.

(b) Deposit in interest-bearing accounts. Upon written request of the contractor, the public agency shall deposit any amounts withheld as retainage in an interest-bearing account in a bank, savings bank, trust company or savings association for the benefit of the public agency. Earnings on such account shall accrue to the contractor. When the public contracting agency is an agency of the State of Oregon, the account shall be established through the State Treasurer;

(c) The public agency may, at its discretion, allow the contractor to deposit a surety bond in a form acceptable to the public agency in lieu of all or a portion of funds retained, or to be retained. The contractor shall accept like bonds from subcontractors and suppliers when the public agency allows surety bonds for retainage.

(3) Recovery of costs. If the public agency incurs additional costs as a result of the exercise of any of the options for retainage described herein, the public agency may recover such costs from the contractor by reduction of the final payment. As work on the contract progresses, the public agency shall, upon request, inform the contractor of all accrued costs.

COMMENTARY:

-1- When a contractor elects to deposit securities with a bank or trust company in lieu of retainage on public contracts, the securities will be held by the custodian in fully transferable form and under the control of the public agency.

-2- Non-negotiable securities so deposited shall have proper instruments attached to enable the public agency to effect transfer of title should the contractor be unable to fulfill the contract obligations.

-3- The custodian bank or trust company will issue a safekeeping receipt for the securities to the public agency. The receipt will describe the securities, the par value, the name of the contractor, and project number or other project identification.

-4- Unless otherwise mutually agreed, the value placed upon said securities shall be market value.

-5- Securities deposited in the manner described above will be released by the bank or trust company only upon the written instructions and authorization of the public agency.

-6- In lieu of the above, an escrow agreement mutually acceptable to the contractor and the public agency and the bank or trust company may be used.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Progress Payments (ORS 279.435)

137-40-030 (1) Request for progress payments. At a regular time each month, the contractor shall, if required by the contract documents, submit to the public agency a request for payment based upon an estimate of the amount of work completed and of the value of such completed work. This request shall also include an estimate of the amount of value of acceptable material to be incorporated in the completed work which has been delivered and acceptably stored. Upon verification and approval of the public agency, the sum of these values will be referred to as the "value of completed work". With these estimates as a base, a progress payment will be made to the contractor, which progress payment shall be equal to the value of completed work, less such amounts as may have been previously paid, less such other amounts as may be deductible or as may be owing and due to the public agency for any cause, and less an amount to be retained in protection of the public agency's interests.

(2) Progress payments do not mean acceptance of work. Progress payments shall not be construed as an acceptance or approval of any part of the work covered thereby, and they shall in no manner relieve the contractor of responsibility for defective workmanship or material.

(3) Estimates for progress payments. The estimates upon which progress payments are based are not represented to be accurate estimates, and all quantities shown therein are subject to correction in the final estimate. If the contractor uses such estimates as a basis for making payments to subcontractors, this is at the contractor's own risk, and the contractor shall bear all loss that may result.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Final Inspection (ORS 279.435(3))

137-40-035 (1) Notification of Completion. When the contractor determines that all construction work on the project has been completed, the contractor shall so notify the public agency in writing. Within 15 days of receiving said notice, the public agency shall make an inspection of the project and project records. If, at such inspection, all construction provided for and ordered under the contract is complete and satisfactory to the public agency, and all certifications, bills, forms and documents have been submitted properly, such inspection shall constitute the final inspection.

(2) Instructions to complete the work. If, however, at any inspection, the agency finds that any work, in whole or in part, is unsatisfactory, or finds that all certifications, bills, forms and documents have not been submitted properly, the public agency shall within 15 days provide instructions to the contractor on outstanding requirements to complete the project. When the contractor determines that it has fully complied with, and executed the instructions, the contractor shall notify the public agency in writing. The public agency shall make another inspection within 15 days after such notice, and this inspection shall constitute the final inspection provided construction work has been completed satisfactorily. If the work has not been completed satisfactorily this procedure shall be repeated until it has been completed satisfactorily.

(3) Acknowledgment of acceptance. When the agency finds that all work required under the contract has been completed satisfactorily, the public agency shall acknowledge acceptance of the work in writing.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Final Estimate and Final Payment (ORS 279.435(3))

137-40-040 (1) Submission of final estimate. As soon as practicable after final inspection of the work under the contract, if unit prices were applicable, the public agency shall prepare a final estimate of the quantities of the various classes of work performed. Following a determination of the total amount due the contractor, and following final acceptance of the work by the agency, final payment shall be made to the contractor.

(2) Set-off of prior payments. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

(3) Interest. Beginning 30 days after the date of final acceptance of the project by the public agency, the public agency shall pay to the contractor interest at the rate established by state statute on any money due and payable to the contractor.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 6-1990, f. & cert. ef. 7-23-90

Claims For Unpaid Labor or Supplies

137-40-045 (1) Right of action. As provided in ORS 279.526, a person, claiming to have supplied labor or materials for work on a public improvement contract let by the public agency for which the person has not been paid by the prime contractor or any subcontractor, has a right of action on the contractor's bond. This right arises if the person has not been paid in full and has given written notice of a claim pursuant to ORS 279.528 within 120 days of last providing labor or furnishing materials, or within 150 days of providing labor or furnishing materials if the claim is for a required contribution to a fund of any employee benefit plan.

(2) Notice of claim:

(a) To initiate a claim against the contractor's bond, a person shall file a notice of claim in the form and manner attached as **Exhibit 1**. Such notice must be given to the contractor and Secretary of State if the contract is with a state agency, or the clerk or auditor of the public agency which let the contract if the public agency is other than a state agency.

(b) Any notice of claim shall include at a minimum the following information:

(A) Name and address of the claimant;

(B) Name of prime contractor;

(C) Title of project and contract date;

(D) Name of the public agency;

(E) Name of bonding company (may be obtained from public agency);

(F) Name of contractor or subcontractor to whom labor or material supplied.

(3) Response to notice of claim. Upon receipt of such notice of claim, the public agency shall:

(a) Send acknowledgment to claimant;

(b) Send copy of notice to prime contractor;

(c) File copy of Notice with bonding (surety) company.

(4) Referral to surety company. If the contract has been completed and all funds disbursed to the prime contractor, all claims shall be referred to the surety company for resolution. The state agency or other public agency shall not arrange for second payments directly to subcontractors or suppliers for work already paid for by the public agency.

(5) Discretionary payment of claim. If the contract is still in force, the state agency or other public agency may, in accordance with ORS 279.314, pay a valid claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the contractor under the contract.

(6) Liability for claim. If the state agency or other public agency chooses to make such a payment as provided in ORS 279.314, the contractor or the contractor's surety shall not be relieved from obligation with respect to any unpaid claims.

COMMENTARY: Referral of claims by unpaid material suppliers and laborers to the surety for disposition will allow an expeditious manner of settling the validity of the claims, and avoid the situation where a public agency is ruling on whether a claim is valid without knowing the underlying circumstances regarding both delivery and performance of the subcontractor.

Stat. Auth.: ORS Ch. 279.049
Hist.: JD 3-1984, f. 9-27-84, ef. 10-1-84; JD 3-1987, f. & ef. 5-18-87; JD 6-1990, f. & cert. ef. 7-23-90

UR-11
92-06

RESOLUTION NO. UR #92-06

A RESOLUTION AUTHORIZING THE ISSUANCE AND NEGOTIATED SALE OF AN URBAN RENEWAL BOND, SERIES 1992 IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $500,000.

WHEREAS, the Urban Renewal Agency of the City of Lincoln City (the "Agency") finds it desirable to issue an urban renewal bond to finance publically owned and operated projects within the Year 2000 Development Area (the "Area") which are described in the Year 2000 Development Plan (the "Plan") of the Agency; and

WHEREAS, the Agency finds it desirable that the bond take the form of a line of credit with Bank of America Oregon; now therefore,

THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN, OREGON, RESOLVES:

Section 1. Definitions. For purposes of this resolution, the following capitalized terms shall have the following meanings unless the context clearly requires otherwise:

"Agency" means the Urban Renewal Agency of the City of Lincoln City, Oregon.

"Area" means the Year 2000 Development Area which is described in the Plan, and all additions thereto.

"Bond Account" means that account of the Tax Increment Fund established in Section 5. hereof.

"Bonded Indebtedness" shall have the meaning defined for that term in ORS 310.140(14), as amended by the 1992 Regular Session of the State of Oregon Legislature.

"Bond" means the Agency's Urban Renewal Bond, Series 1992 which is issued pursuant to Section 2 of this Resolution.

"Bond Rate" means the percentage of the Prime Rate established initially by the Manager pursuant to Section 17(a), and adjusted as provided in Section 3.

"Bond Year" means the twelve month period beginning on August 2nd of each year, and ending on August 1 of the following year.

"City" means the City of Lincoln City, Oregon, a city duly organized and existing under and by virtue of the laws of the State of Oregon and the Charter of the City.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Draw" means an amount loaned to the Agency by the Bank in response to a Draw Certificate.

"Draw Certificate" means a request for a loan to be repaid pursuant to the Bond; the form of a Draw Certificate is provided in Appendix A to the Facility.

"Event of Default" means the declaration by the Bank of an event of default as a result of a determination by the Bank that there has been: (i) a failure to pay principal or interest on the Bond when due, as provided in the Bond and this Resolution; or (ii) a failure by the Agency to comply with any of its obligations, or to perform any of its duties, under this Resolution, the Facility, or the Bond, which failure continued, and not been cured, for a period of more than 30 days after the Bank has made written demand on the Agency to cure such failure; or, (iii) a material misrepresentation by the Agency in this Resolution, the Facility or the Bond.

"Facility" means the agreement of the Bank to loan Draws to the Agency. The form of the Facility as is attached as Exhibit B to this Resolution.

"Fiscal Year" means the one year period commencing July 1 and ending the following June 30.

"General Account" means that account of the Tax Increment Fund established in Section 5 hereof.

"Manager" means the Chairman or Administrator of the Agency or the City Manager or Assistant City Manager.

"Other Indebtedness" has the meaning assigned to such term in ORS 457.440(2)(b), as amended by the 1991 Regular Session of the Oregon Legislature. A "certification as Other Indebtedness" refers to a certification under ORS 457.440(2)(b) or 457.440(2)(c), as amended by the 1991 Regular Session of the Oregon Legislature. If those statutes cease to apply, a certification as Other Indebtedness refers to any collection of Tax Increment Revenues which is subject to the limitation of Article XI, Section 11b of the Oregon Constitution.

"Outstanding Balance" means, at any time, the sum of all Draws, less the sum of all Bond principal payments which have been received by the Bank.

"Owner" means Bank of America Oregon or its successors.

"Payment Date" means a date on which Bond principal or interest is due to be paid.

"Plan" means the Year 2000 Development Plan approved by City of Lincoln City Ordinance No. 88-16, as it may be amended from time to time.

"Prime Rate" means the prime rate of interest of Bank of America Oregon which is a variable reference rate of interest used by the Bank to determine the price of certain, but not all, loans. The use of the term Prime Rate shall not give rise to an inference that it is a more favorable rate of interest than other fixed or reference rates used by the Bank. To change the Prime Rate, The Bank must make a public announcement of the change.

"Reserve Account" means that account of the Tax Increment Fund established in Section 5 hereof.

"Reserve Requirement" means average annual scheduled debt service on the Bond, calculated as of the date of the first draw, as if the Outstanding Balance was $500,000 and the Bond Rate for the life of the Bond was equal to the Bond Rate in effect on the date of the first draw.

"Tax Increment Fund" means the fund established under ORS 457.440(3) to hold the Tax Increment Revenues.

"Tax Increment Revenues" means all revenues from property within the Area which are attributable to the increase in true cash value of property within the Area pursuant to section 1c, Article IX of the Oregon Constitution and Oregon Revised Statutes, Section 457.420 and 457.460, inclusive, as amended, and all earnings thereon while the Tax Increment Revenues are held in the Tax Increment Fund.

Section 2. Authorization of Bond. The Agency hereby authorizes the issuance of the Bond in a maximum principal amount of not more than $500,000. The Bond shall bear interest at a rate equal to the Bond Rate, and shall mature in semiannual installments of principal over a period of not more than five and one-half years, as determined by the Manager under Section 17 below.

Section 3. Adjustment of Bond Rate. If interest on the Bond becomes includable in the gross income of the Bank or ceases to be treated in the manner which "qualified tax-exempt obligations" are currently treated under Section 265 of the Internal Revenue Code of 1986, the Bond Rate shall be the Prime Rate plus one percent, effective beginning with the date on which interest becomes so includable or the date Section 265 treatment ceases.

Section 4. Security for Bond.

(a) The Bond shall not be a general obligation of the City or the Agency. The Bond and the interest and premium, if any, thereon shall be payable solely from the Tax Increment

Revenues, including all amounts in the Tax Increment Fund, as provided herein. The Agency hereby irrevocably pledges the Tax Increment Revenues, including all amounts deposited in the Bond Account and the Reserve Account to pay the Bond. The lien on, and pledge of the Tax Increment Revenues to pay the Bond shall be superior to all other claims against the Tax Increment Revenues. The provisions of this Resolution shall constitute a contract with the Owner, and shall be enforceable by the Owner.

(b) The Agency shall, to the extent permitted by law, cause an amount to be certified to the County Assessor as Other Indebtedness or as Bonded Indebtedness so that the Agency shall receive Tax Increment Revenues for each Bond Year which are at least equal to 130% of the scheduled principal and interest payments due on the Bond for that Bond Year.

(c) If the Agency could lawfully have collected the amount described in subsection (b) of this section, in a Bond Year, but did not collect that amount, the Agency shall, to the extent permitted by law, cause an amount to be certified for the subsequent Bond Year which is sufficient to permit the Agency to collect the amount described in subsection (b) of this section, plus an additional amount usual to the deficiency in collections for the preceeding Bond Year.

Section 5. The Tax Increment Fund.

(a) The Tax Increment Fund shall be divided into a Bond Account, a Reserve Account, and a General Account. Each Bond Year the Agency shall deposited all Tax Increment Revenues in its Tax increment Fund, and shall credit each deposit to the following accounts with the Tax Increment Fund, in the following order of priority:

(i) to the Bond Account, until the Bond Account contains an amount estimated to be sufficient to pay all Bond principal and interest which is due during the current Bond Year;

(ii) to the Reserve Account, until the Reserve Account contains a balance equal to the Reserve Requirement; and,

(iii) to the General Account, any amounts which remain after the foregoing deposits have been made.

(b) Money in the Bond Account and the Reserve Account shall be used only to pay debt service on Bond. Money in the Reserve Account shall be used to pay debt service on Bond only if insufficient funds are available in the Bond Account and the General Account, or if the combined balance in the Bond Account and the Reserve Account equals all unpaid principal and interest on the Bond.

(c) Money in the General Account may be used at any time for any legal purpose permitted under Chapter 457 of the Oregon Revised Statutes.

(d) Earnings on each account in the Tax Increment Fund shall be credited to the Reserve Account until the balance in the Reserve Account equals the Reserve Requirement; at all other times earnings on the Tax Increment Fund shall be credited to the General Account.

(e) Five (5) days before any payment of principal, premium or interest on the Bond is due, the Agency shall satisfy any deficiency in the Bond Account by transferring monies to those accounts from the following accounts in the following order of priority:

(i) the General Account; and

(ii) the Reserve Account.

Section 6. Use of Proceeds. The proceeds of the Bond shall be used in accordance with Chapter 457 of the Oregon Revised Statutes to finance publically owned and operated urban renewal projects in the Area, and to pay the costs of issuing the Bond. All facilities financed with the proceeds of the Bond shall be owned and operated by the Agency or a unit of State or local government, and shall not be sold, leased, rented or otherwise used in the trade or business of any person or entity, so long as the Bond is outstanding, unless the Agency obtains the written opinion of nationally recognized bond counsel that such use will not cause the interest paid on the Bond to be included in gross income of the Owner under the Code.

Section 7. Maintenance of Tax-Exempt Status. The Agency covenants for the benefit of the Owner to comply with all provisions of the Code which are required for Bond interest to be excludable from gross income under the Code. The Agency further covenants for the benefit of the Owner to comply with all provisions of the Code which are required so that the Bond are not "private activity Bond" within the meaning of Section 141 of the Code. The Agency specifically covenants that it shall not take any action or omit any action, if it would cause the Bond to become "arbitrage Bond" under Section 148 of the Code, and that it shall pay, but solely from the Tax Increment Revenues, all rebates or penalties on the "gross proceeds" of the Bond when and as required under that Section. The covenants contained in this Resolution and any covenants in the closing documents for the Bond shall constitute contracts with the Owner, and shall be enforceable by the Owner.

Section 8. Parity Bond.

(a) The Agency covenants not to issue any obligations payable from the Tax Increment Revenues which have a lien or claim on the Tax Increment Revenues which is superior or equal to the lien of the Bond, unless the Agency obtains the written consent of the Owner.

(b) The Agency may issue subordinate obligations which have a lien on the Tax Increment Revenues which is subordinate to the lien of the Bond, but debt service on such subordinate obligations shall be payable solely from the General Account.

Section 9. Amendment.

(a) This resolution may be amended or supplemented without the consent of the Owner for any one or more of the following purposes:

(i) To add to the covenants and agreements of the Agency contained in this resolution any other covenants or agreements for the benefit of the Owner thereafter to be observed by the Agency or to surrender any right of power herein reserved to or conferred on the Agency provided the Agency obtains an opinion of nationally recognized bond counsel that such amendment will not cause interest on outstanding Bond to be includable in gross income for federal income tax purposes;

(ii) To cure any ambiguity or formal defect provided the Agency obtains an opinion of nationally recognized bond counsel that such amendment will not cause interest on the Bond to be includable in gross income for federal income tax purposes; or

(iii) To issue subordinate obligations in accordance with Section 8(b) hereof.

(b) This resolution may be amended for any other purpose only upon written consent of the Owner.

Section 10. Redemption of the Bond.

(a) The Bond shall be subject to redemption at the option of the Agency on the dates specified by the Manager pursuant to Section 17.

(b) The Bond shall be redeemed by the Agency upon declaration by the Bank of an Event of Default.

Section 11. Draws. The Manager may request or obtain Draws pursuant to the Facility. Promptly after disbursing each Draw, the Bank shall mail to the Agency a copy of the schedule of Draws attached to the Bond, with the blanks for the most recent Draw completed.

Section 12. Default. If an Event of Default occurs, the Bank may: declare the Outstanding Balance immediately due and payable, with interest through the date of payment at the Bond Rate; or exercise any remedy available at law or in equity. No remedy shall be exclusive. The Bank may waive any Event of Default, but no such waiver shall extend to a subsequent Event of Default.

Section 13. Execution of the Bond. The Bond shall be signed with the facsimile signature of the Manager. The Bond shall be in substantially the form attached hereto as Exhibit A.

Section 14. Defeasance. The Bond shall be deemed paid if direct obligations of the United States, or obligations guaranteed by the United States, are irrevocably deposited in escrow in amount sufficient, without reinvestment, to pay all principal, interest, and redemption premium (if any) on the Bond as they become due, either at maturity or upon prior redemption and the Agency obtains:

(a) a verification report from a nationally recognized independent certified public accountant to the effect that the cash and securities irrevocably placed in escrow and sufficient to pay the Bond being defeased when due without reinvestment; and

(b) an opinion of nationally recognized bond counsel to the effect that such Bond have been defeased, are no longer outstanding under this Resolution and the defeasance will not cause interest on any such defeased Bond to become includable in gross income under the Code (provided that the opinion may assume the Agency will comply with any covenants it makes in connection with the defeasance).

Section 15. Disposition of Bond Proceeds. The proceeds of the Bond shall be held in an account of the Agency which is separate from the Tax Increment Fund, and shall be used as described in this resolution.

Section 16. Bond Counsel. The Agency appoints Preston Thorgrimson Shidler Gates & Ellis to serve and Bond Counsel in connection with the issuance of the Bond.

Section 17. Issuance of Bond; Credit Facility. The Bond shall be issued to Bank of America Oregon. The Manager is hereby authorized, on behalf of the Agency:

(a) To determine the dates, amounts, interest rates, redemption provisions and other terms of the Bond, subject to the limitations of this resolution;

(b) To approve and provide the Bank with appropriate disclosure documentation;

(c) To enter into a Facility, in substantially the form attached hereto as Exhibit B, with such changes as the Manager deems appropriate; and

(d) To execute all documents on behalf of the Agency and to take any other action which is desirable in order to issue, sell and deliver the Bond in accordance with this Resolution.

ADOPTED this 14th day of September, 1992.

Urban Renewal Agency of the City of Lincoln City

By: _____
Robert Derr, Chair

Exhibit A

No. R- $

UNITED STATES OF AMERICA
URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY
STATE OF OREGON

URBAN RENEWAL BOND
SERIES 1992

Interest Rate:
Final Maturity Date:
Certificate Date:
Registered Owner: Bank of America Oregon
Maximum Principal Amount: $500,000.00

THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, State of Oregon (the "Agency"), for value received, acknowledges itself indebted and hereby promises to pay, but solely from the Tax Increment Revenues of the Year 200 Development Area, , to the registered owner hereof, or registered assigns, the Outstanding Balance together with interest thereon at the Bond Rate. The Outstanding Balance shall be paid in installments of $50,000 each, with the first installment payable on December 1, 1992, subsequent installments payable semiannually thereafter on June 1 and December 1 of each year until the entire Outstanding Balance is paid in full; provided, however, that the entire Outstanding Balance shall be paid in full not later than June 1, 1997. Interest shall accrue from the date of the first draw under the Credit Facility, and is payable quarterly on the first days of March, June and December of each year until maturity or prior redemption commencing December 1, 1992. Principal and interest upon this Bond are payable by check or draft mailed to the Owner on the payment date (or the next business day if the interest payment date is not a business day).

This Bond is a special obligation of the Agency, payable solely from the Tax Increment Revenues received by the Agency from the Year 2000 Development Area as defined and provided in Resolution 62 of the Agency adopted on September 14, 1992, authorizing issuance of Bond (the "Bond Resolution"). Capitalized terms used in this Bond have the meanings defined for such terms in the Bond Resolution.

The Agency has reserved the right to issue obligations which have a subordinate lien on the Tax Increment Revenues, as provided in the Bond Resolution.

THIS BOND IS NOT A GENERAL OBLIGATION OF THE AGENCY OR THE CITY OF LINCOLN CITY, OREGON AND IS PAYABLE SOLELY FROM THE TAX INCREMENT REVENUES, AS PROVIDED IN THE BOND RESOLUTION.

This Bond is issued by the Agency for the purpose of financing the costs of urban renewal projects within the Year 2000 Urban Renewal Area (the "Area") in full and strict accordance and compliance with all of the provisions of the Constitution and Statutes of the State of Oregon.

The Agency has pledged the Tax Increment Revenues of the Area, as defined and described in the Bond Resolution, to pay the Bond.

The pledge of the Tax Increment Revenues to pay the Bond is not subordinate to any other lien on, or pledge of, such Tax Increment Revenues.

This Bond is subject to redemption at the option of the Agency on any date, in whole or in part, and is subject to mandatory redemption in whole on any date upon the occurrence and declaration of an Event of Default by the Owner, at a price of par, plus accrued interest as provided in the Bond Resolution.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that the issue of which this Bond is a part, and all other obligations of such agency, are within every debt limitation and other limit prescribed by such Constitution and Statutes.

IN WITNESS WHEREOF, the Agency has caused this Bond to be signed by facsimile signature of its Manager as of the date indicated above.

Urban Renewal Agency of the City of Lincoln City

By: Kathleen Hockett

Manager

SCHEDULE OF DRAWS

Date	Amount	Certificate Number	Total Draws	Approving Signature

SCHEDULE OF PREPAYMENTS

Date	Outstanding Amount	Outstanding Balance Before Prepayment	Amount Applied to Interest	Approving Signature

Exhibit B

CREDIT FACILITY

Bank of America Oregon (the "Bank") and the Lincoln City Urban Renewal Agency, Lincoln City, Oregon (the "Agency") enter into this Credit Facility (the "Facility") upon the terms and conditions described below.

Section 1. Recitals.

(a) The Bank and the Agency enter into this Credit Facility (the "Facility") in a maximum principal amount of $500,000 to establish the terms under which the Bank will loan money to the Agency which will be repaid under the Agency's Urban Renewal Bond, Series 1992.

(b) In Resolution No. 92-06 (the "Resolution") the Agency has authorized the issuance of its Urban Renewal Bond, Series 1992 (the "Bond") to the Bank as evidence of the Agency's obligation to repay the amounts loaned to the Agency under this Credit Facility (the "Facility"). The Agency has tendered the Bond to the Bank, and the Bank has accepted the Bond.

Section 2. Facility. The Bank hereby agrees to loan up to $500,000 to the Agency, subject to the terms and conditions contained in the Bond, the Resolution, and this Facility. The terms of the Bond and the Resolution are hereby incorporated into this Facility by reference. Capitalized terms used in this Facility and not defined herein have the incoming defined for such terms in the resolution. No Draw may be requested by the Agency under this facility after March 1, 1993.

Section 3. Representations and Warranties of the Agency. By executing this Facility in the space provided below, the Agency represents and warrants to the Bank that:

(a) The Agency is an urban renewal agency duly organized and existing under the laws of the State of Oregon, has all necessary power and authority to enter into this Facility and perform its duties under the Resolution and this Facility, and that the Resolution, this Facility and the Bond will constitute legal, valid and binding obligations of the Agency which are enforceable in accordance with their terms.

(b) The acceptance of this Facility, the adoption of the Resolution and the execution and delivery of the Bond do not and will not conflict in any material respect with, or constitute a material breach of or default under, any law, charter provision, court decree, administrative regulation, resolution, ordinance or other agreement to which the Agency is a party or by which it is bound.

(c) There is no action, suit, proceeding or investigation at law or in equity before or by any court or government agency or body pending or, to the best of the knowledge of the Agency, threatened against the Agency or the City of Lincoln City to restrain or enjoin the

acceptance of this Facility, the adoption of the Resolution or the execution and delivery of the Bond, , the formation or existence of the Year 2000 Development Area or the Agency, or the collection and application of the tax-increment revenues as contemplated by the Resolution and this Facility. If at any time while the Bond is outstanding a material adverse change in the financial condition of the Agency or the Year 2000 Development Area occurs, the Agency shall notify the Bank immediately.

(d) To the extent permitted by law, the Agency agrees to indemnify and hold harmless the Bank and all of its agents and employees against any and all losses, claims, damages, liabilities and expenses arising out of any statement made by the Agency to the Bank, its agents or employees, which relates to the Resolution, this Facility or the Bond, and which is untrue or incorrect in any material respect.

(e) There is no outstanding pledge of the Tax Increment Revenues for any other purpose, and the pledge of the Tax Increment Revenues to pay the Bond will constitute a first pledge of the Tax Increment Revenues, which is superior to any other pledges or liens on the Tax Increment Revenues.

Section 4. Conditions to the Obligations of the Bank. The Bank may at any time refuse to advance funds under this Facility:

(a) Unless, not later than the date of the first draw under this Facility, the Agency shall have duly adopted the Resolution, and duly authorized, executed and delivered the Bond with only such changes as shall have been approved by the Bank.

(b) If there shall not have been introduced or enacted federal legislation which would cause interest payable under the Bond to be includable in gross income under the federal income tax laws, or to cease to qualify for the treatment accorded a "qualified tax-exempt obligation" under existing law.

(c) If there has occurred:

(i) a declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community and the United States;

(ii) a declaration of a general banking moratorium by federal, New York or Oregon authorities, or the general suspension of trading on any national securities exchange.

(d) Unless, on or prior to the date of the first draw under this Facility the Bank shall have received:

(i) a copy of the duly authorized Resolution, and a signed original copy of this Facility and the Bond;

(ii) a tax certificate regarding the Bond and the use of the proceeds thereof, which has been signed by the Agency and is satisfactory to Preston Thorgrimson Shidler Gates & Ellis, as Bond Counsel to the Agency ("Bond Counsel");

(iii) the certificate of a duly authorized officer of the Agency to the effect that:

(A) there is no action, suit, proceeding or investigation at law or in equity before or by any court or government agency or body pending or, to the best of the knowledge of the Agency, threatened against the Agency or the City of Lincoln City to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Facility and the Bond, the formation or existence of the Year 2000 Development Area or the Agency, or the collection and application of the tax-increment revenues as contemplated by the Resolution, this Facility or the Bond;

(B) the adoption of the Resolution and the execution and delivery of this Facility and the Bond do not and will not conflict in any material respect with or constitute on the part of the Agency a breach of or default under any law, charter provision, court decree, administrative regulation, resolution, ordinance or other agreement or instrument to which the Agency is a party or by which it is bound;

(iv) such additional legal opinions, certificates, proceedings, instruments or other documents as the Bank or Bond Counsel may reasonably request to evidence compliance by the Agency with the legal requirements for execution and delivery of this Facility and the Bond and the due performance or satisfaction by the Agency of all agreements then to be performed and all conditions then to be satisfied by the Agency.

(v) If the Bank reasonably determines that:

(A) the representations and warranties of the Agency in this Facility, the Resolution or a draw certificate (Appendix A to this Facility) were untrue in any material respect when made, or have become untrue; or

(B) there has been a material, adverse change in the financial condition of the Agency, the Area or the Tax Increment Fund; or

(C) the Agency breaches any of its obligations under the Resolution, this Facility or the Bond.

Section 5. Fees and Expenses. The Agency shall pay the fees and costs of Bond Counsel, and any other expenses and costs which the Agency incurs in connection with the Facility. The Bank shall pay all of its out-of-pocket expenses, including travel and other expenses.

Section 6. Special Notices to be Given By Agency. The Agency shall give the Bank prompt written notice if and whenever:

(a) litigation is filed against the Agency in which the amount sought from the Agency exceeds $100,000;

(b) a substantial dispute occurs between the Agency and State of Oregon, the United States, or any other governmental authority or law enforcement agency; or,

(c) a material adverse change occurs in the financial condition or operations of the Agency.

Section 7. Special Notices to be Given By Agency.

The Agency shall supply the Bank with audited financial statements for the City of Lincoln City (including the Agency) within ninety days after the end of each fiscal year.

Section 8. Notices. Any notices required to be given pursuant to this commitment letter or the Facility shall be given to the following addresses:

Agency: Urban Renewal Agency of the City of Lincoln City
c/o City of Lincoln City
S.W. Highway 101
Lincoln City, Oregon 97367
Attention: Office of the City Manager

Bank: Bank of America Oregon
Post Office Box 3066
Portland, Oregon 97208
Attention: Public Finance #8832

Section 9. Assignment; Survival. This Facility may not be assigned by the Agency or the Bank. All representations, warranties and agreements contained in this Facility shall survive the execution, delivery and payment of this Facility.

Section 10. Applicable Law. This Facility shall be governed and interpreted in accordance with the laws of the State of Oregon.

Section 11. Severability. If any provision of this Facility shall be held invalid or unenforceable in any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12. Counterparts. This Facility may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

Bank of America Oregon

Authorized Officer

Lincoln City Urban Renewal Agency

Appendix A

LINCOLN CITY URBAN RENEWAL AGENCY
LINCOLN CITY, OREGON
CREDIT FACILITY
DRAW CERTIFICATE NO. _____

TO: BANK OF AMERICA OREGON
PORTLAND, OREGON

On behalf of the Lincoln City Urban Renewal Agency, Lincoln City, Oregon (the "Agency"), I hereby certify that:

1. I am the _____ of the Agency, and that I am authorized to request this Draw under the Credit Facility which is dated _____, 1992 (the "Facility") and which was authorized by Resolution No. ____ of the Agency, as (the "Resolution"). The amount of this Draw will be repaid, with interest, under the Agency's Urban Renewal Bond, Series 1992 (the "Bond").

2. The amount of this Draw is $_____.

3. The Draw will be expended for the following costs, all of which are part of projects properly described in the Year 2000 Development Plan:

[Describe costs.]

4. This Draw is expected to be expended on the following dates:

Date of Expenditure	Amount	Purpose

5. All facilities financed with the Draw will be public facilities, all of which are owned and operated by the Agency or the City of Lincoln City, Oregon, and which will not be leased or rented to, or otherwise used by, any non-government except members of the general public. All proceeds of this Draw, and all earnings thereon, will be expended before [insert date which is the third anniversary of the first draw].

6. There is no action, suit, proceeding or investigation at law or in equity before or by any court or government agency or body pending or, to the best of the knowledge of the Agency, threatened against the Agency or the City of Lincoln City to restrain or enjoin the adoption of the Resolution and the transactions contemplated therein, or the execution and

delivery of the Bond, the formation or existence of the Year 2000 Development Area or the Agency, or the collection and application of the tax-increment revenues as contemplated by the Resolution.

7. All representations of the Agency in the Credit Facility between it and Bank of America Oregon which is dated _____, ____ (the " Facility") were true and correct when made, and remain true and correct on this date.

8. The Agency is not in breach of any promise or covenant in the Facility, the Resolution or the Bond.

Urban Renewal Agency of the City of Lincoln City

Authorized Officer

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR 92 - 07

A RESOLUTION AUTHORIZING AND DIRECTING A BUDGET TRANSFER FOR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY

WHEREAS, the City of Lincoln City, loaned the Urban Renewal Agency $250,000.00 for use in conjunction with Urban Renewal projects; and

WHEREAS, said loan occurred too late in the budget process to budget for repayment to the City of Lincoln City in the 1992-93 budget; and

WHEREAS, the loan agreement called for repayment with interest by January 1st of 1993; and

WHEREAS, the Urban Renewal Agency of the City of Lincoln City has received tax increment revenue and proceeds from the exercise of a Credit Facility with Bank of America and has sufficient funds to repay the loan to the City of Lincoln City; and

WHEREAS, it appears to the Urban Renewal Agency that a budget appropriation transfer in an amount sufficient to repay the loan is appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City that the sum of $260,000.00 be transferred from "Other Construction" of the "Capital Outlay" portion of the Urban Renewal Agency budget to a new line item "Credit Facility and Loan Repayment, City of Lincoln City"

appropriation line item of the "Debt Service" portion of the Lincoln City Urban Renewal Budget and staff is hereby authorized and directed to make said appropriation transfer.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 22nd day of December, 1992.

ROBERT DERR, CHAIRMAN

ATTEST:

D. W. WORKS, CITY RECORDER

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR 93 - 01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY ADOPTING BUDGET FOR THE 1993-94 TAX YEAR AND DIRECTING THE CERTIFICATION OF TAX INCREMENT REVENUE FOR COLLECTION

WHEREAS, the budget for the Urban Renewal Agency of the City of Lincoln City for the year 1993-94, commencing July 1, 1993, was approved by the Urban Renewal Budget Committee on May 3, 1993; and

WHEREAS, the Urban Renewal Agency held a Budget Hearing on June 14, 1993; and

WHEREAS, now is the proper time to pass a Resolution adopting the budget and making appropriations.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, as follows:

Section 1. That the Urban Renewal Agency of the City of Lincoln City does hereby adopt the budget approved by the Urban Renewal Budget Committee of the City of Lincoln City on May 3, 1993, now on file in the office of the City Recorder of the City of Lincoln City with amendments, if any approved, by the Urban Renewal Agency of the City of Lincoln City on June 14, 1993.

Section 2. That the amounts for the fiscal year beginning July 1, 1993, and for the purposes shown below are hereby appropriated as follows:

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URBAN RENEWAL AGENCY GENERAL FUND	
Materials & Services	$ 37,000
Capital Outlay	$ 505,500
Contingencies	$ 61,500
TOTAL URBAN RENEWAL AGENCY GENERAL FUND	$ 604,000
URBAN RENEWAL AGENCY TAX INCREMENT FUND	
Debt Service	$ 120,000
Reserve for Debt Service	$ 249,582
TOTAL URBAN RENEWAL AGENCY TAX INCREMENT FUND	$ 369,582
TOTAL ALL FUNDS	**$ 973,582**

Section 3. That the Urban Renewal Agency of the City of Lincoln City adopts the budget and makes appropriations. The City Recorder of the City of Lincoln City acting on behalf of the Urban Renewal Agency of the City of Lincoln City is directed to certify to the Assessor $409,979 of tax increment revenue for collection. Attached to this Resolution and made a part hereof, as though fully set out herein, is the Urban Renewal Agency of the City of Lincoln City's budget, approved by the Urban Renewal Budget Committee and adopted by the Urban Renewal Agency for the fiscal year 1993-94. A copy of the Budget as finally adopted shall be filed with the Department of Revenue in Salem.

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ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 24 day of June, 1993.

ROBERT DERR, CHAIRMAN

ATTEST:

D. W. WORKS, CITY RECORDER

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR 94 - 01

A RESOLUTION AUTHORIZING AND DIRECTING A BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY, 1993-94 BUDGET

WHEREAS, the Finance Officer has proposed certain budget appropriation transfers within of the 1993-94 budget; and

WHEREAS, changes in Agency needs have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Urban Renewal Agency routinely budgets certain amounts in contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfer is set for as follows for the Tax Increment Fund:

FROM	TO
Interest-Reserve for Debt Service	Interest-Debt Service
$100	$100

WHEREAS, it appears to the Urban Renewal Agency that said proposed budget appropriation transfer is appropriate and should

be made in conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfer for the Urban Renewal Agency 1993-94 Budget is hereby ratified and approved and the Finance Officer is hereby authorized and directed to make said appropriation transfer.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 8th day of June, 1994.

ROBERT DERR, CHAIRMAN

ATTEST:

D. W. WORKS, CITY RECORDER

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR 94 - 02

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY ADOPTING BUDGET FOR THE 1994-95 TAX YEAR AND DIRECTING THE CERTIFICATION OF TAX INCREMENT REVENUE FOR COLLECTION

WHEREAS, the budget for the Urban Renewal Agency of the City of Lincoln City for the year 1994-95, commencing July 1, 1994, was approved by the Urban Renewal Budget Committee on May 16, 1994; and

WHEREAS, the Urban Renewal Agency held a Budget Hearing on June 13, 1994; and

WHEREAS, now is the proper time to pass a Resolution adopting the budget and making appropriations.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, as follows:

Section 1. That the Urban Renewal Agency of the City of Lincoln City does hereby adopt the budget approved by the Urban Renewal Budget Committee of the City of Lincoln City on May 16, 1994, now on file in the office of the City Recorder of the City of Lincoln City with amendments, if any approved, by the Urban Renewal Agency of the City of Lincoln City on June 13, 1994.

Section 2. That the amounts for the fiscal year beginning July 1, 1994, and for the purposes shown below are hereby appropriated as follows:

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URBAN RENEWAL AGENCY GENERAL FUND	
Materials & Services	$ 25,300
Capital Outlay	$ 2,791,700
Transfers	$ 100,000
Contingencies	$ 313,000
TOTAL URBAN RENEWAL AGENCY GENERAL FUND	$ 3,230,000
URBAN RENEWAL AGENCY TAX INCREMENT FUND	
Other Disbursement & Expense	$ 350,000
Debt Service	$ 88,125
Reserve for Debt Service	$ 381,875
TOTAL URBAN RENEWAL AGENCY TAX INCREMENT FUND	$ 820,000
TOTAL ALL FUNDS	**$ 4,030,000**

Section 3. That the Urban Renewal Agency of the City of Lincoln City adopts the budget and makes appropriations. The City Recorder of the City of Lincoln City acting on behalf of the Urban Renewal Agency of the City of Lincoln City is directed to certify to the Assessor $500,000 of tax increment revenue for collection subject to the General Government Limitation. This amount is subject to the limits of Section 11b, Article XI of the Oregon Constitution. Attached to this Resolution and made a part hereof, as though fully set out herein, is the Urban Renewal Agency of the City of Lincoln City's budget, approved by the Urban Renewal Budget Committee and adopted by the Urban Renewal Agency for the fiscal year 1994-95. A copy of the

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Budget as finally adopted shall be filed with the Department of Revenue in Salem.

ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 13th day of June, 1994.

ROBERT DERR, CHAIRMAN

ATTEST:

D. W. WORKS, CITY RECORDER

RESOLUTION NO. UR94 - 02

A RESOLUTION AUTHORIZING PURCHASE OF PROPERTY AND A MINOR CHANGE TO THE URBAN RENEWAL PLAN

WHEREAS, Section 603 of the Urban Renewal Plan of the City of Lincoln City describes the procedure for acquiring property by the Agency; and

WHEREAS, Section 603 A provides that the Agency shall hold a public hearing prior to acquisition; and

WHEREAS, the Urban Renewal Agency of the City of Lincoln City held a public hearing on August 8, 1994, concerning the purchase of property legally described in the attached Exhibit "A"; and

WHEREAS, a map of the property is attached hereto as Exhibit "B", and incorporated by this reference herein; and

WHEREAS, the specific purpose for which the property will be used is for restrooms and public parking lot; and

WHEREAS, the Agency is approving entry into the attached Earnest Money and Sale Agreement, which is attached hereto as Exhibit "C", which contract is incorporated herein by this reference; and

WHEREAS, the acquisition of property by the Agency must be approved by a Resolution describing such acquisition as a minor amendment to the Urban Renewal Plan.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, as follows:

1. The Urban Renewal Agency of the City of Lincoln City finds that the proposed purchase of said property, which is described in Exhibit "A", for purposes of use as restrooms and parking lot, is consistent with the Urban Renewal Plan and should be approved; and

2. That this Resolution, pursuant to the provisions of Section 603 B and Section 1201 of the Urban Renewal Plan of Lincoln City be approved as a "minor change" --- identification of property be acquired as provided in Section 603 of the Plan ---; and

3. That a copy of this Resolution, including the attached legal description and the attached map, which map is labelled Exhibit "B" and which map and description are by this reference incorporated herein, be assigned Exhibit No. 14 and placed in Part 2 of the Urban Renewal Plan of the City of Lincoln City.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 8th day of August, 1994.

Robert Derr

ROBERT DERR, CHAIRMAN

ATTEST:

D. W. WORKS, CITY RECORDER

PARCEL I

That part of Section 27, Township 7 South, Range 11 West, Willamette Meridian in Lincoln County, Oregon, described as follows:

BEGINNING at the Northeast corner of Lot 7, Block 7, **NELSCOTT BEACH,** in Lincoln County, Oregon; **thence** Southeasterly along the Southeasterly boundary of Washington Street in Nelscott Beach, 108.9 feet to the true point of beginning of the following described tract: **thence** Southwesterly in a straight line 96 feet, more or less, to a point on the Southerly line of the McCoy tract described in deed recorded in Book 189, Page 467, Deed Records, which point is 15 feet South 69°14' East from the Southwesterly corner of said McCoy tract; **thence** South 69° 14' East along the Southerly line of said McCoy tract, to the Westerly line of the Nannie M. Nelson tract described in Deed recorded in Book 116, Page 32, Deed Records; **thence** North 25°13' East along the Westerly line of said Nelson tract to the Southerly line of the tract conveyed to Willard V. Rumble, et ux, by Deed recorded in Book 189, Page 468, Deed Records; **thence** North 63°05' West along the Southerly line of said Rumble tract, to the Southwest corner thereof; **thence** Northerly along the Westerly line of said Rumble tract to the Southerly line of said Washington Street; **thence** North 68°55' West along the Southerly line of said Washington Street, 90 feet, more or less, to the true point of beginning.

PARCEL II

That part of Section 27, Township 7 South, Range 11 West, Willamette Meridian in Lincoln County, Oregon, described as follows:

Beginning at the Northeast corner of Lot 7, Block 7, **NELSCOTT BEACH; thence** Southeasterly along the Southerly boundary of Washington Street in Nelscott Beach, 108.9 feet to the true point of beginning; **thence** Southwesterly in a straight line, 96 feet, more or less, to a point on the Southerly line of the McCoy tract described in Deed recorded in Book 189, Page 467, Deed records, which point is 15 feet South, 69°14' East, from the Southwesterly corner of said McCoy tract; **thence** North 69° 14' West 15 feet; **thence** North 6°54' East,63.4 feet; **thence** North 8°43' West 44.85 feet to the Southerly line of Washington Street; **thence** Southeasterly along Washington Street 66.65 feet, more or less, to the point of beginning.

SUBJECT TO:

1) The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.
2) An easement created by instrument, including the terms and provisions thereof, dated June 20, 1969, recorded November 1, 1973 in Microfilm Volume 45, Page 900, Lincoln County Records in favor of the City of Lincoln City, for sewer.
3) An easement, created by instrument, including the terms and provisions thereof dated June 20, 1969, recorded November 1, 1974 in Microfilm Volume 45, Page 901, Lincoln County Records, in favor of the City of Lincoln City, for sewer.
4) An easement created by instrument, including the terms and provisions thereof, dated September 2, 1977, recorded September 14, 1977 in Microfilm Volume 79, Page 296, Lincoln County Records, in favor of the City of Lincoln City to construct, reconstruct, inspect, repair, service and maintain S.W. 32nd Street, affects the 15 feet adjacent to S.W. 32nd Street.

PARCEL III

That part of Section 27, T7S, R11W, Willamette Meridian, in Lincoln County, Oregon, described as follows:

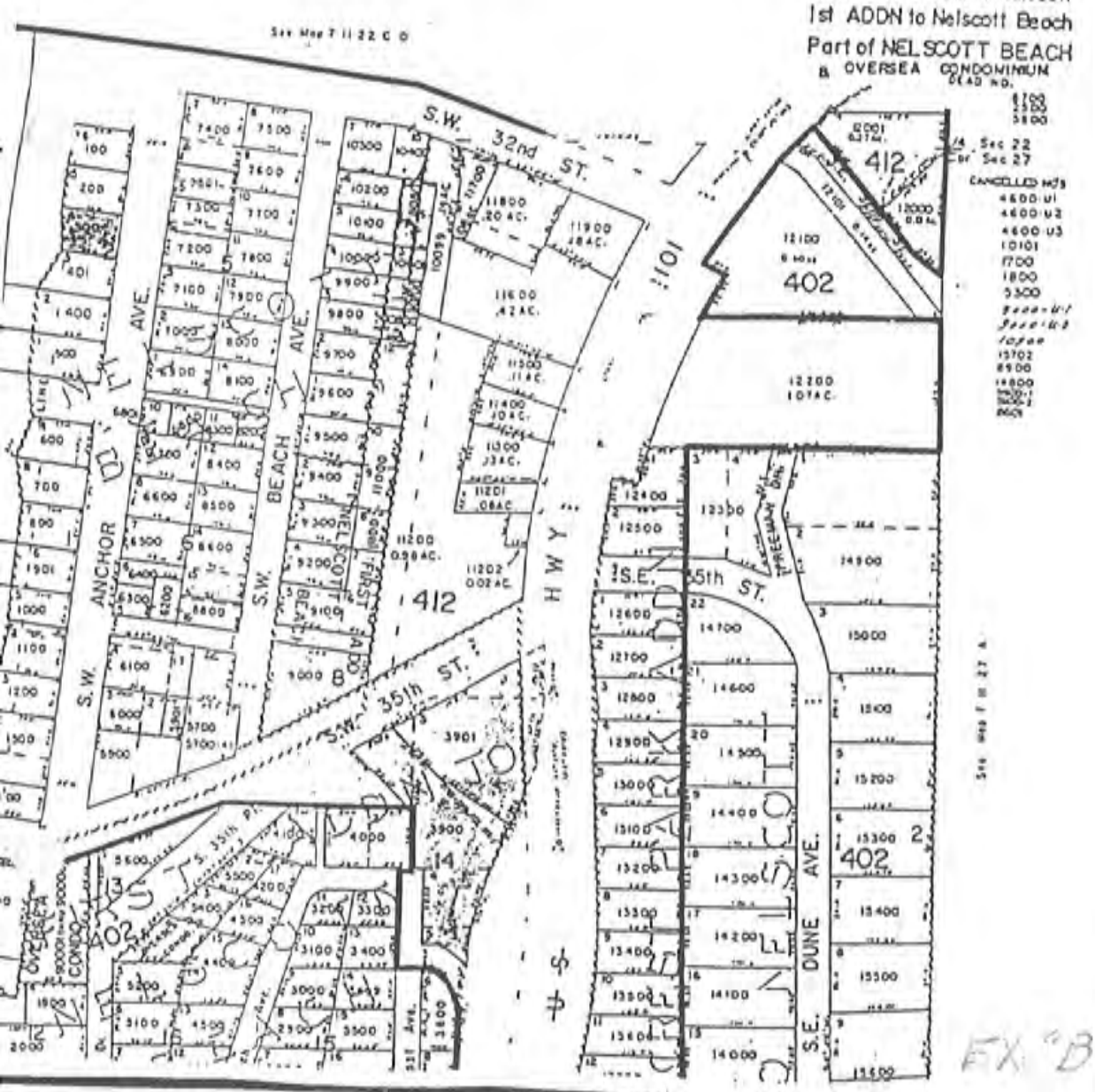
Beginning at the intersection of the westerly right-of-way line of the Oregon Coast Highway as it existed in 1941 with the Southerly line of Washington Street in First Addition to Nelscott Beach, in Lincoln County, Oregon; **thence** Southwesterly along the Westerly line of said highway line 80 feet to the Northerly line of tract conveyed to Nannie M. Nelson, by deed recorded February 4, 1947, in Book 116, Page 32, Deed Records; **thence** North 63°05' West along the Northerly line of said Nelson tract and along said Northerly line extended to a line which is 100 feet Westerly from and parallel with the Westerly line of the Oregon Coast Highway as it existed in 1941; **thence** Northerly along said line 80 feet to a point on the Southerly line of Washington Street; **thence** Easterly along the Southerly line of Washington Street 100 feet to the point of beginning.

SUBJECT TO: The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.

NE1/4 NW1/4 SECTION 27 T7S R11W WM
LINCOLN COUNTY
1" = 100'

For Assessor's Office Use Only 7 11 27 BA

Includes
SEACREST ADDN to Nelscott
1st ADDN to Nelscott Beach
Part of NELSCOTT BEACH
& OVERSEA CONDOMINIUM



EX "B"

URBAN RENEWAL AGENCY

RESOLUTION NO. 95 - 01

A RESOLUTION ADOPTING PROVISIONS OF ORS 307.540 THROUGH 307.547 ESTABLISHING A PROCESS FOR EXEMPTION FROM PROPERTY TAX FOR NON-PROFIT CORPORATION LOW-INCOME HOUSING

WHEREAS, ORS 307.540 through 307.547 permit real property tax exemption for non-profit corporation low-income housing; and

WHEREAS, in order for low-income housing to qualify for the exemption, the governing body of the taxing district needs to adopt the provisions of ORS 307.540 through 307.547; and

WHEREAS, the Lincoln City City Council, sitting as the Urban Renewal Agency for the City of Lincoln City, desires to promote the purposes of ORS 307.540 through 307.547 to reduce the operating costs of low-income housing projects which qualify and, hence, reduce the rent required to be paid by low-income tenants.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN CITY, sitting as the Urban Renewal Agency for the City of Lincoln City, as follows:

1. The provisions of ORS 307.540 through 307.547 hereby are adopted.

2. Applications for exemption from the taxes levied by the Urban Renewal Agency of the City of Lincoln City, as provided by ORS 307.540 through 307.547, shall be accepted in accordance with the provisions thereof and determinations shall be made under the provisions thereof whether or not the applicants qualify for the exemption; and

3. A copy of this Resolution be provided to the Lincoln

County Assessor.

PASSED AND APPROVED by the Urban Renewal Agency for the City of Lincoln City, this 28th day of February, 1995.

ROBERT G. DERR, CHAIR

ATTEST:

ONEITA McCALMAN, CITY RECORDER

DR # UR 95-02

RESOLUTION NO. UR 95-02

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, AUTHORIZING A TAX-EXEMPT CREDIT FACILITY AND A NOTE IN A MAXIMUM AMOUNT OF $1,200,000

WHEREAS, it is desirable for the Agency to incur debt to finance urban renewal projects described in the Year 2000 Development Plan, as it may be amended from time to time; and,

WHEREAS, Bank of America Oregon (the "Bank") has offered to provide a Tax-Exempt Credit Facility to the Agency, in substantially the form attached to this Resolution as Exhibit A; now therefore,

THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, RESOLVES AS FOLLOWS:

Section 1. Authorization and Payment of Facility.

The City Manager or Finance Director of the City of Lincoln City (the "Agency Official") is hereby authorized, on behalf of the Agency, to:

1.1. execute and deliver a Tax Exempt Credit Facility in substantially the form attached hereto as Appendix A, in a maximum principal amount of $1,200,000, with such changes as may be approved by the Agency Official;

1.2. execute and deliver a Tax Exempt Credit Facility Note, in substantially the form attached as Exhibit A to Appendix A, with such changes as may be approved by the City Attorney;

1.3. request and obtain Draws under the Note;

1.4. apply the Tax Increment Revenues to pay or prepay the Note, as provided in the Facility; and,

1.5. execute and deliver any other documents and take any other action which may reasonably be required to enter into the Tax Exempt Credit Facility and obtain funds under it.

Section 2. Qualified Tax-Exempt Obligations.

The Agency hereby designates the Note as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The reasonably anticipated amount of tax-exempt obligations which will be issued by the Agency during the 1995 calendar year is not expected to exceed $10 million. There are no entities that are subordinate to the Agency that issue tax-exempt obligations.

ADOPTED this 27th day of March, 1995.

Urban Renewal Agency of the City of Lincoln City, Lincoln County, Oregon

Authorized Officer

TAX-EXEMPT CREDIT FACILITY

(AMENDED AUGUST 1995)

Bank of America Oregon and the Urban Renewal Agency of the City of Lincoln City, Oregon enter into this Tax Exempt Credit Facility upon the terms and conditions described below. This Agreement contains minor amendments which were agreed to by the parties in August of 1995.

Section 1. Definitions.

For purposes of this Facility, the following capitalized terms shall have the following meanings, unless the context clearly requires otherwise:

"Agency" means the Urban Renewal Agency of the City of Lincoln City, Oregon.

"Area" means the Year 2000 Development Area which is described in the Plan, and all additions thereto.

"Available Tax Increment Revenues" means the largest amount of Tax Increment Revenues which the Agency may receive during a Fiscal Year. In calculating Available Tax Increment Revenues, any variables affecting the certification or collection of the Tax Increment Revenues which are within the control of the City or the Agency (other than the levy of ad valorem taxes by the City and the collection of other charges by the City which are subject to the limitations of Article XI, Section 11b of the Oregon Constitution) may be assumed to be at their most favorable levels for the purposes of maximizing the Tax Increment Revenues then available to the Agency.

"Authorized Officer" means the Finance Director of the City or his designee who is authorized by the Agency to act on its behalf.

"Bank" means Bank of America Oregon or its successors.

"City" means the City of Lincoln City, Oregon.

"Draw" means a loan to the Agency under the Note.

"Event of Default" means the declaration by the Bank of an event of default as a result of a determination by the Bank that there has been: (i) a failure to pay principal or interest on the Note when due, as provided in the Note and this Facility; or (ii) a failure by the Agency to comply with any of its obligations, or to perform any of its duties, under this Facility, or the Note, which failure has continued, and not been cured, for a period of more than 30 days after the Bank has made written demand on the Agency to cure such failure; or, (iii) a material misrepresentation by the Agency in this Facility, or the Note.

"Facility" means this Tax-Exempt Credit Facility.

3.2. The Outstanding Balance under the Note shall bear interest at the Facility Rate, calculated on an 30/360 day basis. The Outstanding Balance, plus accrued interest, shall be paid no later than March 31, 1998.

3.3. The Agency will repay the facility in 12 successive quarterly payments of One Hundred Nine Thousand Eight Hundred Forty Four and 74/100 Dollars starting June 1, 1995. On March 1, 1998, the Agency will repay the remaining principal balance plus any interest then due. The Agency may prepay the facility in full or in part at any time. The prepayment will be applied to the next current installment due under this agreement.

Section 4. Prepayment.

4.1. The Outstanding Balance may be prepaid at any time at the option of the Agency without penalty. Prepayments shall be applied first, to pay accrued interest, and second, to reduce the Outstanding Balance. Promptly after receipt of each prepayment, the Bank shall mail to the Agency a copy of the "Schedule of Prepayments" attached to the Note, with the blanks regarding the most recent prepayments completed.

Section 5. Security for Facility.

5.1. This Facility and the Note shall not be a general obligation of the Agency or the City. This Facility, the Note and the interest thereon shall be payable solely from the Tax Increment Revenues and all money deposited in the Tax Increment Fund , as provided herein. The Tax Increment Revenues are hereby irrevocably pledged to pay this Facility and the Note. The lien of this Facility and the Note on the Tax Increment Revenues shall attach immediately, and shall be superior to all other liens and claims against the Tax Increment Revenues, pursuant to ORS 288.594.

5.2. All Tax Increment Revenues shall be deposited into the Tax Increment Fund when they are received by the Agency, and shall be used first to prepay the amount due under this Facility quarterly, on the first days of March, June, September and December of each year, commencing June 1, 1995.

5.3. While there is an Outstanding Balance, no Tax Increment Revenues shall be withdrawn from the Tax Increment Fund for any purpose except payment of the Note.

5.4. In each Fiscal Year until the Note is paid, the Agency shall certify to the Lincoln County Assessor the greater of the following two amounts (but not more than the Available Tax Increment Revenues):

5.4.1. Five Hundred Thousand Dollars; or

5.4.2. The total amount of Note principal and interest scheduled to be paid in that Fiscal Year pursuant to Section 3.2.

Section 8. Deposit of Facility Proceeds.

The proceeds of the Draw shall be deposited in a separate account of the General Fund (the "Proceeds Account") and shall be used solely for the costs of urban renewal projects designated in the Plan and for costs of issuing this Facility.

Section 9. Superior, Parity and Subordinate Obligations.

9.1. So long as amounts are payable under the Note, the Agency covenants not to issue obligations which have a lien on the Tax Increment Revenues which is superior to the lien of the Note, or Parity Obligations, without the prior written consent of the Bank.

9.2. The Agency may issue obligations which have a lien on the Tax Increment Revenues which is inferior to the lien of the Note ("Subordinate Obligations"), but only if the resolution authorizing the issuance of the Subordinate Obligations provides that no debt service on the Subordinate Obligations may be paid while there is an Outstanding Balance.

Section 10. Tax Covenants.

10.1. The Agency covenants that it or the City will own and operate the facilities financed with the proceeds of the Note. The Agency covenants to operate the facilities financed with the Note, to invest the proceeds of the Note, and to pay any required rebates to the United States so that the Note is not a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), the Note is not an "arbitrage bond" under Section 148 of the Code, and interest due on the Note is excludable from gross income under Section 103 of the Code.

10.2. The Agency issues obligations on behalf of the City. The City has general taxing powers, and 95 percent of the proceeds of this Facility will be used for local governmental activities of the City and the Agency. The City, the Agency, and all entities subordinate to the City and the Agency have not, and do not reasonably expect to issue more than $5,000,000 of tax-exempt obligations in calendar year 1995.

10.3. The Agency hereby designates, the Note as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Agency, and all entities subordinate to the Agency do not reasonably anticipate issuing tax-exempt obligations in calendar year 1995 in an amount of more than $10,000,000. During calendar year 1995, the Agency and all entities subordinate to the Agency have not designated, and will not designate, more than $10,000,000 of obligations as "qualified tax-exempt obligations" under Section 265 of the Code.

Section 11. Default.

If an Event of Default occurs, the Bank may: declare the Outstanding Balance immediately due and payable, with interest through the date of payment at the Facility Rate; or exercise any remedy available at law or in equity. No remedy shall be exclusive. The Bank may waive any Event of Default, but no such waiver shall extend to a subsequent Event of Default.

Section 14. Conditions to the Obligations of the Bank.

The Bank may at any time refuse to advance funds under this Facility:

14.1. If there shall have been introduced or enacted federal legislation which would cause interest payable under the Note to be includable in gross income under the federal income tax laws, or to cease to qualify for the treatment accorded a "qualified tax-exempt obligation" under existing law.

14.2. If there has occurred:

14.2.1. a declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community and the United States;

14.2.2. a declaration of a general banking moratorium by federal, New York or Oregon authorities, or the general suspension of trading on any national securities exchange.

14.3. Unless, on or prior to the date of the first draw under this Facility the Bank shall have received:

14.3.1. a copy of the duly authorized Resolution, and a signed original copy of this Facility and the Note;

14.3.2. a tax certificate regarding the Note and the use of the proceeds thereof, which has been signed by the Agency and is satisfactory to Preston Gates & Ellis ("Bond Counsel") and the Bank;

14.3.3. the certificate of a duly authorized officer of the Agency to the effect that:

14.3.3.1. there is no action, suit, proceeding or investigation at law or in equity before or by any court or government agency or body pending or, to the best of the knowledge of the Agency, threatened against the Agency or the City of Lincoln City, Oregon to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Facility and the Note, the formation or existence of the Area or the Agency, or the collection and application of the tax-increment revenues as contemplated by this Facility or the Note, which, in the reasonable judgment of the Agency, would have a material and adverse effect on the ability of the Agency to pay the amounts due under this Facility;

14.3.3.2. the adoption of the Resolution and the execution and delivery of this Facility and the Note do not and will not conflict in any material respect with or constitute on the part of the Agency a breach of or default under any law, charter provision, court decree, administrative regulation, resolution,

16.2. At the request of the Agency or the Bank, any such controversies or claims will be settled by arbitration in accordance with the United States Arbitration Act. The United States Arbitration Act will apply even though this Facility provides that it is governed by Oregon law.

16.3. Arbitration proceedings will be administered by the American Arbitration Association and will be subject to its commercial rules of arbitration.

16.4. For purposes of the application of the statute of limitations, the filing of an arbitration pursuant to this paragraph is the equivalent of the filing of a lawsuit, and any claim or controversy which may be arbitrated under this paragraph is subject to any applicable statute of limitations. The arbitrators will have the authority to decide whether any such claim or controversy is barred by the statute of limitations and, if so, to dismiss the arbitration on that basis.

16.5. If there is a dispute as to whether an issue is arbitrable, the arbitrators will have the authority to resolve any such dispute.

16.6. The decision that results from an arbitration proceeding may be submitted to any authorized court of law to be confirmed and enforced.

16.7. This provision does not limit the right of the Agency or the Bank to:

16.7.1. exercise self-help remedies such as setoff;

16.7.2. act in a court of law, before, during or after the arbitration proceeding to obtain:

16.7.2.1. a provisional or interim remedy; and/or

16.7.2.2. additional or supplementary remedies.

16.8. The pursuit of or a successful action for interim, additional or supplementary remedies, or the filing of a court action, does not constitute a waiver of the right of the Agency or the Bank, including the suing party, to submit the controversy or claim to arbitration if the other party contests the lawsuit.

THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

By: Authorized Officer Finance Director

The Bank may not assign its rights under this Note without the consent of the Agency.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that this Note and all other obligations of such Agency, are within every debt limitation and other limit prescribed by such Constitution and Statutes.

IN WITNESS WHEREOF, the Agency has caused this Note to be signed on its behalf by its duly authorized officer, as of this __ day of March, 1995.

THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

By:_____

Title:

EXHIBIT B

THE URBAN RENEWAL AGENCY OF THE
CITY OF LINCOLN CITY, OREGON
LINCOLN CITY, OREGON
TAX-EXEMPT CREDIT FACILITY
DRAW CERTIFICATE NO. 1

TO: BANK OF AMERICA OREGON
PORTLAND, OREGON

On behalf of The Urban Renewal Agency of the City of Lincoln City, Oregon, (the "Agency"), I hereby certify that:

1. I am the _____, and that I am authorized to request this Draw under the Tax Exempt Credit Facility which is dated _____, 1995 (the "Facility").

2. The amount of this Draw is $_____, which does not exceed $1,200,000.

3. The Draw will be expended for the following costs, all of which are part of projects properly described in the Year 2000 Development Plan:

[Describe costs.]

4. This Draw is expected to be expended on the following dates:

Date of Expenditure	Amount	Purpose

5. All facilities financed with the Draw will be used for property which is owned and operated by the Agency or the City of Lincoln City, Oregon, and which will not be leased or rented to (except as authorized by the Code), or otherwise used by, any non-government except members of the general public. All proceeds of this Draw, and all earnings thereon, will be expended before [insert date which is the third anniversary of the draw].

6. There is no action, suit, proceeding or investigation at law or in equity before or by any court or government agency or body pending or, to the best of the knowledge of the Agency, threatened against the Agency or the City of Lincoln City to restrain or enjoin the adoption of the Resolution and the transactions contemplated therein, or the execution and delivery of the Tax-Exempt Credit Facility Note, the formation or existence of the Year 2000 Development Area or the Agency, or the collection and application of the tax-increment revenues as contemplated by the Facility.

7. All representations of the Agency in the Facility were true and correct when made, and remain true and correct on this date.

LINCOLN CITY URBAN RENWAL AGENCY

RESOLUTION NO. UR95 - 03

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY, 1994-95 BUDGET

WHEREAS, the Finance Officer has proposed certain budget appropriation transfers within of the 1994-95 budget; and

WHEREAS, changes in Agency needs have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Reneal Agency; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth as follows:

TAX INCREMENT FUND

FROM: Reserve for Debt Service		TO: Debt Service	
Interest	$ 82,140		
Principal	$297,860	Principal	$380,000

WHEREAS, it appears to this Urban Renewal Agency that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for the Urban Renewal Agency 1994-95 Budget are hereby ratified and approved and the

Finance Officer is hereby authorized and directed to make said appropriation transfers.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 6th day of June, 1995.

Robert D Derr

ROBERT DERR, CHAIRMAN

ATTEST:

Oneita McCalman

ONEITA McCALMAN, CITY RECORDER

DR # UR-95-04

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR95 - 04

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY ADOPTING BUDGET FOR THE 1995-96 TAX YEAR AND DIRECTING THE CERTIFICATION OF TAX INCREMENT REVENUE FOR COLLECTION

WHEREAS, the budget for the Urban Renewal Agency of the City of Lincoln City for the year fiscal 1995-96, commencing July 1, 1995, was approved by the Urban Renewal Budget Committee on May 15, 1995; and

WHEREAS, the Urban Renewal Agency held a Budget Hearing on June 12, 1995; and

WHEREAS, now is the proper time to pass a Resolution adopting the budget and making appropriations.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, as follows:

Section 1. That the Urban Renewal Agency of the City of Lincoln City does hereby adopt the budget approved by the Urban Renewal Budget Committee of the City of Lincoln City on May 15, 1995, now on file in the office of the City Recorder of the City of Lincoln City with amendments, if any approved, by the Urban Renewal Agency of the City of Lincoln City on June 12, 1995.

Section 2. That the amounts for the fiscal year beginning July 1, 1995, and for the purposes shown below are hereby appropriated as follows:

URBAN RENEWAL AGENCY GENERAL FUND

Materials & Services	$ 14,050
Capital Outlay	$1,525,000
Contingencies	$ 260,950
TOTAL URBAN RENEWAL AGENCY GENERAL FUND	$1,800,000

URBAN RENEWAL AGENCY TAX INCREMENT FUND	
Debt Service	$ 495,500
TOTAL URBAN RENEWAL AGENCY TAX INCREMENT FUND	$ 495,500
TOTAL ALL FUNDS	**$2,295,500**

Section 3. That the Urban Renewal Agency of the City of Lincoln City adopts the budget and makes appropriations. The Finance Director of the City of Lincoln City acting on behalf of the Urban Renewal Agency of the City of Lincoln City is directed to certify to the Assessor $500,000 of tax increment revenue for collection subject to the General Government Limitation. This amount is subject to the limits of Section 11b, Article XI of the Oregon Constitution. Attached to this Resolution and made a part hereof, as though fully set out herein, is the Urban Renewal Agency of the City of Lincoln City's budget, approved by the Urban Renewal Budget Committee and adopted by the Urban Renewal Agency for the fiscal year 1995-96. A copy of the Budget as finally adopted shall be filed with the Department of Revenue in Salem.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 12th day of June 1995.

Robert Del Derr

ROBERT DERR, CHAIR

ATTEST:

Oneita McCalman

ONEITA McCALMAN, CITY RECORDER

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR96 - 01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY ADOPTING BUDGET FOR THE 1996-97 TAX YEAR AND DIRECTING THE CERTIFICATION OF TAX INCREMENT REVENUE FOR COLLECTION

WHEREAS, the budget for the Urban Renewal Agency of the City of Lincoln City for the year fiscal 1996-97, commencing July 1, 1996, was approved by the Urban Renewal Budget Committee on May 6, 1996; and

WHEREAS, the Urban Renewal Agency held a Budget Hearing on June 10, 1996; and

WHEREAS, now is the proper time to pass a Resolution adopting the budget and making appropriations.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, as follows:

Section 1. That the Urban Renewal Agency of the City of Lincoln City does hereby adopt the budget approved by the Urban Renewal Budget Committee of the City of Lincoln City on May 6, 1996, now on file in the office of the City Recorder of the City of Lincoln City with amendments, if any approved, by the Urban Renewal Agency of the City of Lincoln City on June 10, 1996.

Section 2. That the amounts for the fiscal year beginning July 1, 1996, and for the purposes shown below are hereby appropriated as follows:

URBAN RENEWAL AGENCY GENERAL FUND

Materials & Services	$ 9,150
Capital Outlay	$1,340,000
Contingencies	$ 150,850
TOTAL URBAN RENEWAL AGENCY GENERAL FUND	$1,500,000

URBAN RENEWAL AGENCY TAX INCREMENT FUND

Debt Service	$ 425,000
TOTAL URBAN RENEWAL AGENCY TAX INCREMENT FUND	$ 425,000
TOTAL ALL FUNDS	**$1,925,000**

Section 3. That the Urban Renewal Agency of the City of Lincoln City adopts the budget and makes appropriations. The Finance Director of the City of Lincoln City acting on behalf of the Urban Renewal Agency of the City of Lincoln City is directed to certify to the Assessor $400,000 of tax increment revenue for collection subject to the General Government Limitation. This amount is subject to the limits of Section 11b, Article XI of the Oregon Constitution. Attached to this Resolution and made a part hereof, as though fully set out herein, is the Urban Renewal Agency of the City of Lincoln City's budget, approved by the Urban Renewal Budget Committee and adopted by the Urban Renewal Agency for the fiscal year 1996-97. A copy of the Budget as finally adopted shall be filed with the Department of Revenue in Salem.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 10th day of June 1996.

ROBERT DERR, CHAIR

ATTEST:

ONEITA McCALMAN, CITY RECORDER

LINCOLN CITY URBAN RENWAL AGENCY

RESOLUTION NO. UR96 - 02

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE LINCOLN CITY URBAN RENEWAL AGENCY, 1995-96 FISCAL YEAR BUDGET

WHEREAS, the Finance Officer has proposed certain budget appropriation transfers within of the 1995-96 budget; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth as follows:

TAX INCREMENT FUND

RESOURCES		REQUIREMENTS	
Beginning Balance 4890010	$15,000	Debt Service Principal 6450201	$15,000

WHEREAS, it appears to this Urban Renewal Agency that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the

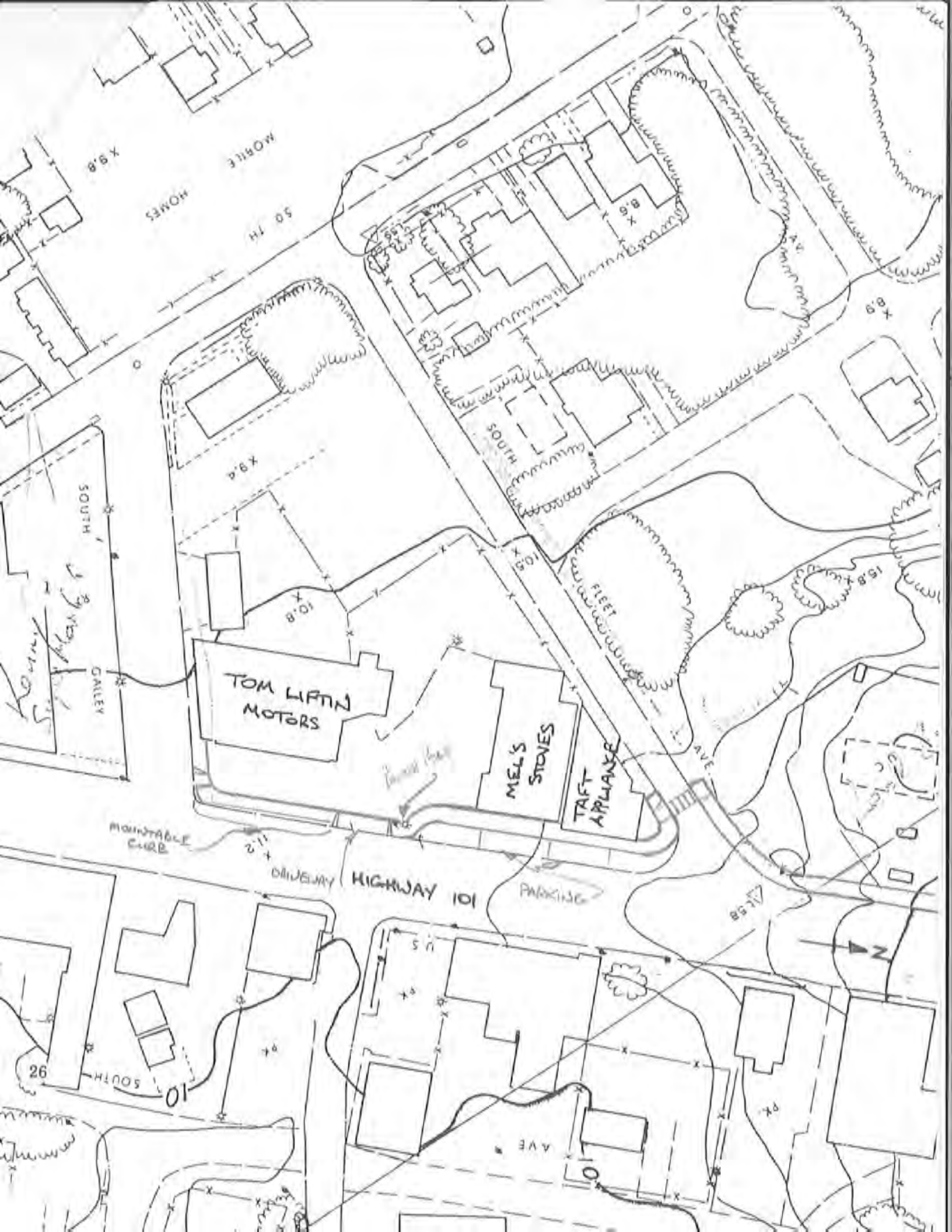
City of Lincoln City, that the proposed budget transfers for the Urban Renewal Agency 1995-96 Budget are hereby ratified and approved and the Finance Officer is hereby authorized and directed to make said appropriation transfers.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 24th day of June, 1996.

ROBERT DERR, CHAIRMAN

ATTEST:

ONEITA McCALMAN, CITY RECORDER


TOM LIFTIN MOTORS
MEL'S STOVES
TAFT APPLIANCE
HIGHWAY 101
DRIVEWAY
MOUNTABLE CURB
PARKING
SOUTH
GALLEY
FLEET
AVE
MOBILE HOMES
26

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR97 - 01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY ADOPTING BUDGET FOR THE 1997-98 TAX YEAR AND DIRECTING THE CERTIFICATION OF TAX INCREMENT REVENUE FOR COLLECTION

WHEREAS, the budget for the Urban Renewal Agency of the City of Lincoln City for the year fiscal 1997-98, commencing July 1, 1997, was approved by the Urban Renewal Budget Committee on May 5, 1997; and

WHEREAS, the Urban Renewal Agency held a Budget Hearing on June 9, 1997; and

WHEREAS, now is the proper time to pass a Resolution adopting the budget and making appropriations.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, as follows:

Section 1. That the Urban Renewal Agency of the City of Lincoln City does hereby adopt the budget approved by the Urban Renewal Budget Committee of the City of Lincoln City on May 5, 1997, now on file in the office of the City Recorder of the City of Lincoln City with amendments, if any approved, by the Urban Renewal Agency of the City of Lincoln City on June 9, 1997.

Section 2. That the amounts for the fiscal year beginning July 1, 1997, and for the purposes shown below are hereby appropriated as follows:

URBAN RENEWAL AGENCY GENERAL FUND

Materials & Services	$ 6,150
Capital Outlay	$ 878,200
Contingencies	$ 28,650
TOTAL URBAN RENEWAL AGENCY GENERAL FUND	$ 913,000

URBAN RENEWAL AGENCY TAX INCREMENT FUND

Debt Service	$ 233,000
TOTAL URBAN RENEWAL AGENCY TAX INCREMENT FUND	$ 233,000
TOTAL ALL FUNDS	**$1,146,000**

Section 3. That the Urban Renewal Agency of the City of Lincoln City adopts the budget and makes appropriations. The Finance Director of the City of Lincoln City acting on behalf of the Urban Renewal Agency of the City of Lincoln City is directed to certify to the Assessor $200,000 of tax increment revenue for collection subject to the General Government Limitation. This amount is subject to the limits of Section 11b, Article XI of the Oregon Constitution. Attached to this Resolution and made a part hereof, as though fully set out herein, is the Urban Renewal Agency of the City of Lincoln City's budget, approved by the Urban Renewal Budget Committee and adopted by the Urban Renewal Agency for the fiscal year 1997-98. A copy of the Budget as finally adopted shall be filed with the Department of Revenue in Salem.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 9th day of June 1997.

ROBERT DERR, CHAIR

ATTEST:

ONEITA McCALMAN, CITY RECORDER

RESOLUTION NO. UR 98-01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, AUTHORIZING A TAX-EXEMPT CREDIT FACILITY AND AN URBAN RENEWAL BOND, SERIES 1998 IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $4,500,000.

WHEREAS, it is desirable for the Agency to incur indebtedness by entering into a credit facility and issuing an urban renewal bond to finance urban renewal projects described in the Year 2000 Development Plan, as it may be amended from time to time; and,

WHEREAS, the Agency finds it desirable to sell that bond to Bank of America National Trust and Savings Association; and,

WHEREAS, the Agency has established a maximum indebtedness of $43,000,000 to carry out the Year 2000 Development Plan, and has selected Option 1 under ORS 457.435(2)(a) for the Year 2000 Development Area; now, therefore,

THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, RESOLVES AS FOLLOWS:

Section 1. Authorization and Payment of Facility.

The City Manager, the Finance Director of the City or a person designated by the City Manager or Finance Director to act on behalf of the Agency under this Resolution (the "Agency Official") is hereby authorized, on behalf of the Agency, to:

1.1. execute and deliver a Tax Exempt Credit Facility (the "Facility") in substantially the form attached hereto as Appendix A, in a maximum principal amount of $4,500,000, with such changes and additions as may be approved by the Agency Official;

1.2. execute and deliver an Urban Renewal Bond, Series 1998 (the "Bond"), in substantially the form attached as Exhibit A to Appendix A, in a maximum principal amount of $4,500,000, with such changes and additions as may be approved by the Agency Official;

1.3. apply the Tax Increment Revenues to pay or prepay the Bond, as provided in the Facility; and,

1.4. execute and deliver any other documents and take any other action which may reasonably be required to enter into the Facility and issue the Bond.

ADOPTED this __ day of June, 1998.

Urban Renewal Agency of the City of Lincoln City, Lincoln County, Oregon

Authorized Officer

APPENDIX A

FORM OF TAX-EXEMPT CREDIT FACILITY

Bank of America National Trust and Savings Association and the Urban Renewal Agency of the City of Lincoln City, Oregon enter into this Tax Exempt Credit Facility upon the terms and conditions described below.

Section 1. Definitions.

For purposes of this Facility, the following capitalized terms shall have the following meanings, unless the context clearly requires otherwise:

"1998 Projects Fund" means the fund of that name established in Section 10.1.

"Agency" means the Urban Renewal Agency of the City of Lincoln City, Oregon.

"Area" means the Year 2000 Development Area which is described in the Plan, and all additions thereto.

"Authorized Officer" means the City Manager, the Finance Director of the City or a person designated by the City Manager or Finance Director to act on behalf of the Agency under this Facility.

"Available Tax Increment Revenues" means the largest amount of Tax Increment Revenues which the Agency may receive during a Fiscal Year. In calculating Available Tax Increment Revenues, any variables affecting the certification or collection of the Tax Increment Revenues which are within the control of the City or the Agency (other than the levy of ad valorem taxes by the City and the collection of other charges by the City which are subject to the limitations of Article XI, Section 11b of the Oregon Constitution) may be assumed to be at their most favorable levels for the purposes of maximizing the Tax Increment Revenues then available to the Agency.

"Bank" means Bank of America National Trust and Savings Association or its successors.

"Bond Account" means the account of that name in the Tax Increment Fund established in Section 9.3.

"Bond Year" means the twelve month period beginning on November 1 of each year, and ending on October 31 of the following year; the first Bond Year begins on November 1, 1998.

"Bonds" means the Series 1998 Bond and any Parity Bonds.

"City" means the City of Lincoln City, Oregon.

"Debt Service" means Bond principal, interest and any premium.

"Event of Default" means an event described in Section 12.1.

"Facility" means this Tax-Exempt Credit Facility.

"Fiscal Year" means the one year period commencing July 1 and ending the following June 30.

"Maximum Annual Debt Service" means the greatest amount of Bond principal and interest which are scheduled to be paid in any single fiscal year on Bonds which are then Outstanding, whether at maturity or through mandatory redemption.

"Minimum Balance" means the lesser of Maximum Annual Debt Service on all Outstanding Bonds or the amount described in the next sentence. If, at the time of issuance of a Series of Bonds, the amounts required to be added to the Reserve Account to make the balance in the Reserve Account equal to the Maximum Annual Debt Service exceeds the Tax Maximum calculated for that Series of Bonds, then the Minimum Balance means the Minimum Balance in effect on the date of issuance of the Series of Bonds (calculated as if the Series of Bonds were not Outstanding), plus the Tax Maximum for the Series of Bonds.

"Outstanding" refers to all Bonds except Bonds which have been paid or defeased pursuant to Section 14 of this Facility.

"Owners" or "Bondowners" means the owner of the Series 1998 Bond and any owners of Parity Bonds.

"Parity Bonds" means the Series 1998 Bond and any Parity Bonds issued pursuant to Section 11.2.

"Payment Date" means a date on which Bond principal or interest is due to be paid.

"Plan" means the Agency's Year 2000 Development Plan approved by City of Lincoln City Ordinance No. 88-16, as it may be amended from time to time.

"Reserve Account" means the account of that name in the Tax Increment Fund established in Section 9.4.

"Resolution" means Agency Resolution No. ____ adopted June __, 1998, authorizing this Facility and the Bond.

"Series 1998 Bond" means the Agency's Urban Renewal Bond, Series 1998 which is issued pursuant to the Resolution and Section 3.1 of this Facility.

"Series" or "Series of Bonds" refers to all Bonds which are issued at one time, pursuant to a single resolution, ordinance or other authorizing document of the issuer, regardless of variations in maturity, interest rate or other provisions.

"Subordinate Indebtedness Account" means the account of that name in the Tax Increment Fund established in Section 9.5.

"Tax Increment Fund" means the fund established under ORS 457.440(3) and Section 9.1 hereof to hold the Tax Increment Revenues which is designated in the Agency's financial statements as the Debt Service Fund.

"Tax Increment Revenues" means all ad valorem tax revenues from property within the Area which are attributable to the increase in assessed value of property within the Area pursuant to Section 1c, Article IX of the Oregon Constitution and Oregon Revised Statutes, Chapter 457, all taxes levied in connection with the Plan pursuant to Article XI, Section 11(16) of the Oregon

Constitution, and all earnings thereon while the Tax Increment Revenues are held in the Tax Increment Fund.

"Tax Maximum" means, for any Series of Bonds, the lesser of: Maximum Annual Debt Service on the Series; 125% of average amount of principal, interest and premium, if any, required to be paid on that Series during all Fiscal Years in which that Series will be Outstanding, calculated as of the date of issuance of that Series; or, ten percent of the proceeds of such Series, as "proceeds" is defined for purposes of Section 148(d) of the Code.

Section 2. Recitals.

The Bank has offered to provide the Agency with a tax-exempt credit facility in a principal amount of $4,500,000. The Agency has adopted the Resolution, which is acceptable to the Bank. The Resolution authorizes execution and delivery of this Facility and the Bond.

Section 3. Facility.

3.1 The Bank hereby agrees to loan the Agency a principal amount of $4,500,000 on execution of this Facility. The Agency hereby agrees to deliver the Series 1998 Bond to the Bank on execution of this Facility, to evidence the Agency's obligation to repay the amounts loaned to the Agency under this Facility.

3.2 The unpaid principal amount of the Bond shall bear interest at the rate of 4.50% per annum, calculated on an 30/360 day basis. All Debt Service shall be paid no later than [insert date which is the second anniversary of closing].

3.3 The Agency shall pay the Bond in 8 equal, quarterly payments of _____ Dollars beginning _____ and continuing on each ____, _____ and _____ thereafter until all Debt Service is paid. On [insert date which is the second anniversary of closing], the Agency will pay all unpaid Debt Service.

Section 4. Prepayment.

Bond principal may be prepaid [insert prepayment provisions].

Section 5. Tax-Exempt Status.

5.1 **General.** The Agency covenants for the benefit of the Bank, as owner of the Series 1998 Bond, to comply with all provisions of the Code which are required for Series 1998 Bond interest to be excludable from gross income under the Code. The Agency further covenants for the benefit of the Bank, as owner of the Series 1998 Bond, to comply with all provisions of the Code which are required so that the Series 1998 Bond is not a "private activity bond" within the meaning of Section 141 of the Code. The Agency specifically covenants that it shall not take any action or omit any action, if it would cause the Series 1998 Bond to become an "arbitrage bond" under Section 148 of the Code, and that it shall pay, but solely from the Tax Increment Revenues, all rebates or penalties on the "gross proceeds" of the Series 1998 Bond when and as required under that Code Section.

5.2 **Qualified Tax Exempt Obligations.** The Agency Official hereby designates the Series 1998 Bond as a qualified tax-exempt obligation pursuant to Section 265(b)(3) of the Code. The

Agency hereby covenants and the City has covenanted that all its subordinate entities, including the Agency, do not, as of the date of issuance of the Series 1998 Bond, reasonably expect to issue more than $10,000,000 of tax-exempt obligations during the current calendar year.

Section 6. Commitment Fee.

Section 7. Fees and Expenses.

7.1 The Agency shall pay the fees and costs of Bond Counsel, and any other expenses and costs which the Agency incurs in connection with this Facility and the Bond. The Bank shall pay all of its out-of-pocket expenses, including travel and other expenses.

7.2 The Agency agrees that the Bank shall be entitled to withhold from the amount loaned to the City under Section 3.1 an origination fee of $13,500.

Section 8. Security for Bonds.

8.1 **Bonds are Limited Obligations; Pledge.** The Bonds shall not be general obligations of the City or the Agency. The Bonds and their Debt Service shall be payable solely from the Tax Increment Revenues and amounts in the Tax Increment Fund as provided herein. The Agency hereby irrevocably pledges the Tax Increment Revenues to pay the Bonds. To the extent that the Tax Increment Revenues on deposit in the Bond Account are not sufficient to pay Debt Service when due, the Agency covenants to pay such Debt Service from any amounts in the in the Tax Increment Fund. The Agency has no other obligations Outstanding to which the Tax Increment Revenues have been pledged, and the lien on, and pledge of, the Tax Increment Revenues to pay the Bonds and their Debt Service shall be superior to all other claims against the Tax Increment Revenues.

8.2 **Certification Covenant.** So long as Bonds are Outstanding, the Agency covenants to cause an amount of Tax Increment Revenues to be certified to the County Assessor for collection each Bond Year which are estimated to result in the Agency receiving Tax Increment Revenues in that Bond Year which are at least equal one hundred twenty-five percent of the Debt Service which is scheduled to be paid in that Bond Year. If the Tax Increment Revenues received in any Bond Year are less than one hundred twenty-five percent of the Debt Service which is scheduled to be paid in that Bond Year, the Agency shall promptly certify in future fiscal years such amount as is necessary to make up any deficiency for previous Bond Years.

8.3 **Facility is a Contract.** The provisions of this Facility shall constitute a contract with the Owners, and shall be enforceable by them.

Section 9. The Tax Increment Fund.

9.1 **Tax Increment Fund.** The Tax Increment Fund shall be divided into a Bond Account, a Reserve Account, and a Subordinate Indebtedness Account.

9.2 **Required Credits and Deposits.** The Agency shall deposit all Tax Increment Revenues in the Tax Increment Fund. Each Bond Year the Agency shall apply the Tax Increment Revenues only for the following purposes and in the following order of priority:

(A) The Agency shall transfer Tax Increment Revenues to the Bond Account until the Bond Account contains an amount sufficient to pay all Debt Service which is scheduled to be paid during that Bond Year.

(B) If the balance in the Reserve Account is less than the Minimum Balance, the Agency shall transfer Tax Increment Revenues to the Reserve Account until the Reserve Account contains an amount equal to the Minimum Balance;

(C) The Agency shall transfer to the Subordinate Indebtedness Account any Tax Increment Revenues which remain after the foregoing transfers have been made.

9.3 **Bond Account.** Money in the Bond Account shall be used only to pay Debt Service. The Agency shall transfer amounts in the Bond Account to the Bank on each Bond payment date. Amounts credited to the Bond Account shall be invested in the Oregon Short Term Fund/Local Government Investment Pool, or securities which are legal investments for local governments in the State of Oregon and which mature within one year.

9.4 **Reserve Account.** Money in the Reserve Account shall be used only to pay Debt Service on Bonds, and only if sufficient funds are not available in the Bond Account and the Subordinate Indebtedness Account, as provided in Section 9.7. The Agency covenants to deposit the Minimum Balance into the Reserve Account at Closing of the Series 1998 Bond. The Agency covenants to maintain, but solely from deposits of Tax Increment Revenues as provided in Section 9.2(B), a balance in the Reserve Account at least equal to the Minimum Balance. Amounts credited to the Reserve Account shall be invested in the Oregon Short Term Fund/Local Government Investment Pool, or securities which are legal investments for local governments in the State of Oregon and which mature within one year.

9.5 **Subordinate Indebtedness Account.** Money in the Subordinate Indebtedness Account may be used at any time for any legal purpose permitted under Chapter 457 of the Oregon Revised Statutes. If there is a deficiency in the Bond Account or the Reserve Account, Tax Increment Revenues credited to the Subordinate Indebtedness Account shall be used to eliminate the deficiency (in the order of priority described in Section 9.2) before money in the Subordinate Indebtedness Account is used for any other purpose.

9.6 **Earnings.** Earnings on all accounts in the Tax Increment Fund shall be credited to the Subordinate Indebtedness Account unless the balance in the Reserve Account is less than the Minimum Balance. While the balance in the Reserve Account is less than the Minimum Balance, earnings on all accounts in the Tax Increment Fund shall be credited to the Reserve Account.

9.7 **Special Transfers to Bond Account.** Five (5) days before any payment of principal, premium or interest on the Bonds is due, if the balance in the Bond Account is less than the amount due, the Agency shall credit to the Bond Account an amount equal to the deficiency from the following accounts in the following order of priority:

(A) the Subordinate Indebtedness Account; and

(B) the Reserve Account.

Section 10. 1998 Projects Fund; Use of Proceeds.

10.1 **1998 Projects Fund.** The 1998 Projects Fund shall be held by the Agency. Proceeds of the Series 1998 Bond shall be deposited in the 1998 Projects Fund as provided in Section 9.2(C). Amounts in the 1998 Projects Fund may be used by the Agency at any time to pay for costs of carrying out the Plan, including costs of issuing the Series 1998 Bond.

10.2 **Use of Proceeds.** At Closing, the proceeds of the Series 1998 Bond shall be disbursed in the following order of priority:

(A) *First*, any interest accrued from the dated date of the Series 1998 Bond until the Closing shall be deposited to the Bond Account and shall be used to pay interest on the Series 1998 Bond on the next Payment Date;

(B) *Second*, any amount required to make the balance in the Reserve Account equal to the Minimum Balance (calculated with the Series 1998 Bond treated as being Outstanding) shall be deposited in the Reserve Account.

(C) *Third*, the balance of the proceeds of the Series 1998 Bond shall be deposited in the 1998 Projects Fund.

10.3 **Compliance with Law.** The proceeds of the Series 1998 Bond shall be used in accordance with Chapter 457 of the Oregon Revised Statutes.

Section 11. 1. Superior, Parity and Subordinate Obligations.

11.1 **Superior and Parity Liens.** The Agency covenants not to issue any obligations payable from the Tax Increment Revenues which have a lien or claim on the Tax Increment Revenues which is superior to the lien of the Bonds. The Agency covenants that it will issue obligations which have a lien or claim on the Tax Increment Revenues which is equal to the claim of the Bonds only as provided in Section 11.2

11.2 **Parity Bonds.** Unless the Agency obtains the Without the prior written consent of the Bank, the Agency may issue Parity Bonds under this subsection only if, on the date of delivery of the Parity Bonds:

(A) the balance in the Bond Account is at least equal to all Debt Service scheduled to be paid on all Outstanding Bonds (including the Parity Bonds being issued) during the Bond Year in which the Parity Bonds are being issued; and

(B) the balance in the Reserve Account is at least equal to the Minimum Balance (with the Parity Bonds treated as Outstanding); and,

(C) there is filed with the Agency a certificate of an Agency Official that:

(a) The Available Tax Increment Revenues for the most recently completed Bond Year equaled or exceeded one hundred fifty percent (150%) of the total Debt Service which was scheduled to be paid in that Bond Year; and

(b) The Available Tax Increment Revenues for the Bond Year in which the Parity Bonds are issued equals or exceeds one hundred twenty-five percent (125%) of the average

annual Debt Service on all Outstanding Bonds, including the Parity Bonds being issued.

11.3 **Subordinate Obligations.** The Agency may issue subordinate obligations which have a lien on the Tax Increment Revenues which is subordinate to the lien of the Bonds, but debt service on such subordinate obligations shall be payable solely from amounts on deposit in the Subordinate Indebtedness Account. The Agency shall not pay debt service on Subordinate Obligations unless the Agency Official first files with the Chairperson of the Agency a certificate stating that the payment will not cause the sum of the balances in all accounts in the Tax Increment Fund to fall below the sum of the scheduled Debt Service in the Bond Year of the withdrawal plus the Minimum Balance.

Section 12. Events of Default and Remedies

12.1 **Events of Default.** The following shall constitute "Events of Default":

(A) If the Agency shall fail to pay any Debt Service when due;

(B) Except as provided in Section 12.2, if the Agency shall default in the observance and performance of any other of its covenants, conditions and agreements in this Facility or the Credit Facility, if such default continues for thirty (30) days after the Agency receives a written notice, specifying the Event of Default and demanding the cure of such default, from the Owners of not less than ten percent (10%) in aggregate principal amount of the Bonds Outstanding; or,

(C) The Bank reasonably determines that the Agency has made a material misrepresentation in this Facility or the Bond.

12.2 **Exception.** It shall not constitute an Event of Default under Section 12.1(B) if the default cannot practicably be remedied within ninety days after the Agency receives notice of the default, so long as the Agency promptly commences reasonable action to remedy the default after the notice is received, and continues reasonable action to remedy the default until the default is remedied.

12.3 **Remedies.** If an Event of Default occurs, the owner of ten percent or more of the principal amount of Outstanding Bonds may declare all Bond Debt Service immediately due and payable, and may exercise any other remedy available at law or in equity.

12.4 **Books of Agency Open to Inspection.** The Agency covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the Agency and all other records relating to the Tax Increment Revenues shall at all reasonable times be subject to the inspection and use of persons holding at least ten percent (10%) of the principal amount of Outstanding Bonds and their respective agents and attorneys.

12.5 **Waivers of Event of Default.**

(A) No delay or omission of any Bondowner to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or to be an acquiescence therein; and every power and

remedy given by Section 12.3 to the Bondowners may be exercised from time to time and as often as may be deemed expedient by the Bondowners.

(B) The Owners of not less than fifty percent (50%) in principal amount of the affected Bonds that are at the time Outstanding, or their attorneys-in-fact duly authorized, may, on behalf of the Owners of all of affected Bonds, waive any past default under this Facility with respect to such Bonds and its consequences, except a default in the payment of the principal of, premium, if any, or interest on any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

12.6 **Remedies Granted in Facility Not Exclusive.** No remedy by the terms of this Facility conferred upon or reserved to the Bondowners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facility or existing at law or in equity or by statute on or after the date of adoption of the Resolution.

Section 13. Amendment.

13.1 **Amendment Without Bondowner Consent.** This Facility may be amended or supplemented without the consent of the Owners for any one or more of the following purposes:

(A) To add to the covenants and agreements of the Agency contained in this Facility any other covenants or agreements for the benefit of Bondowners thereafter to be observed by the Agency or to surrender any right of power herein reserved to or conferred on the Agency provided the Agency obtains an opinion of nationally recognized bond counsel that such amendment will not cause interest on Outstanding Bonds to be includable in gross income for federal income tax purposes;

(B) To cure any ambiguity or formal defect provided the Agency obtains an opinion of nationally recognized bond counsel that such amendment will not cause interest on the Bonds to be includable in gross income for federal income tax purposes; or

(C) To issue subordinate obligations in accordance with Section 11.3.

13.2 **Amendment With Bondowner Consent.** This Facility may be amended for any other purpose only upon consent of the Owners of not less than sixty (60) percent of the aggregate principal amount of Bonds then Outstanding; provided, however, that no amendment shall be valid without the consent of the Owners of all affected Bonds which:

(A) Extends the maturity of any Bond, reduces the rate of interest upon any Bond, or reduces the amount of principal or premium payable on any Bond; or

(B) Reduces the percentage of Owners required to approve an amendment to this Facility.

Section 14. Defeasance.

Bonds shall be deemed paid if noncallable, non-prepayable direct obligations of the United States, or obligations guaranteed by the United States, are irrevocably deposited in escrow in amount sufficient, without reinvestment, to pay all principal, interest, and redemption

premium (if any) on the Bonds as they become due, either at maturity or upon prior redemption and the Agency obtains:

14.1 **Verification.** a verification report from a nationally recognized independent certified public accountant to the effect that the cash and securities irrevocably placed in escrow are sufficient to pay the Bonds being defeased when due without reinvestment; and

14.2 **Opinion of Bond Counsel.** an opinion of nationally recognized bond counsel to the effect that such bonds have been defeased, are no longer Outstanding under this Facility and the defeasance will not cause interest on any such defeased bonds to become includable in gross income under the Code (provided that the opinion may assume the Agency will comply with any covenants it makes in connection with the defeasance).

Section 15. Representations, Warranties and Agreements of the Agency.

By executing this Facility in the space provided below, the Agency represents and warrants to, and agrees with the Bank that:

15.1 The Agency is an urban renewal agency duly organized and existing under the laws of the State of Oregon, has all necessary power and authority to enter into this Facility and perform its duties under this Facility, and that the Resolution, this Facility and the Bond will constitute legal, valid and binding obligations of the Agency which are enforceable in accordance with their terms.

15.2 The acceptance of this Facility, the adoption of the Resolution and the execution and delivery of the Bond will not conflict in any material respect with, or constitute a material breach of or default under, any law, charter provision, court decree, administrative regulation, resolution, ordinance or other agreement to which the Agency is a party or by which it is bound.

15.3 There is no action, suit, proceeding or investigation at law or in equity before or by any court or government agency or body pending or, to the best of the knowledge of the Agency, threatened against the Agency or the City of Lincoln City, Oregon, to restrain or enjoin the acceptance of this Facility, the adoption of the Resolution or the execution and delivery of the Bond, the formation or existence of the Year 2000 Development Area or the Agency, or the collection and application of the Tax-Increment Revenues as contemplated by the Resolution and this Facility, which, in the reasonable judgment of the Agency, would have a material and adverse effect on the ability of the Agency to pay the amounts due under this Facility. If at any time while the Bond is outstanding a material adverse change in the financial condition of the Agency or the Year 2000 Development Area occurs, the Agency shall notify the Bank immediately.

15.4 To the extent permitted by law, the Agency agrees to indemnify and hold harmless the Bank and all of its agents and employees against any and all losses, claims, damages, liabilities and expenses arising out of any statement made by the Agency to the Bank, its agents or employees, which relates to this Facility or the Bond, and which is untrue or incorrect in any material respect.

15.5 The Agency has not pledged the Tax Increment Revenues for any other purpose, and the pledge of the Tax Increment Revenues to pay this Facility and the Bond will constitute a first pledge of the Tax Increment Revenues, which is superior to any other pledges or liens on the Tax Increment Revenues.

Section 16. Arbitration.

16.1 This Section concerns the resolution of any controversies or claims between the Agency and the Bank, including but not limited to those that arise from:

(A) This Facility (including any renewals, extensions or modifications of this Facility);

(B) Any document, agreement or procedure related to or delivered in connection with this Facility;

(C) Any violation of this Facility; or

(D) Any claims for damages resulting from any business conducted between the Agency and the Bank relating to this Facility, including claims for injury to persons, property or business interest (torts).

16.2 At the request of the Agency or the Bank, any such controversies or claims will be settled by arbitration in accordance with the United States Arbitration Act. The United States Arbitration Act will apply even though this Facility provides that it is governed by Oregon law.

16.3 Arbitration proceedings will be administered by the American Arbitration Association and will be subject to its commercial rules of arbitration.

16.4 For purposes of the application of the statute of limitations, the filing of an arbitration pursuant to this paragraph is the equivalent of the filing of a lawsuit, and any claim or controversy which may be arbitrated under this paragraph is subject to any applicable statute of limitations. The arbitrators will have the authority to decide whether any such claim or controversy is barred by the statute of limitations and, if so, to dismiss the arbitration on that basis.

16.5 If there is a dispute as to whether an issue is arbitrable, the arbitrators will have the authority to resolve any such dispute.

16.6 The decision that results from an arbitration proceeding may be submitted to any authorized court of law to be confirmed and enforced.

16.7 This provision does not limit the right of the Agency or the Bank to:

(A) exercise self-help remedies such as setoff;

(B) act in a court of law, before, during or after the arbitration proceeding to obtain:

(a) a provisional or interim remedy; and/or

(b) additional or supplementary remedies.

16.8 The pursuit of or a successful action for interim, additional or supplementary remedies, or the filing of a court action, does not constitute a waiver of the right of the Agency or the Bank,

including the suing party, to submit the controversy or claim to arbitration if the other party contests the lawsuit.

Section 17. Miscellaneous.

17.1 Notices.

Any notices required to be given pursuant to this commitment letter or this Facility shall be given to the following addresses:

Agency: The Urban Renewal Agency of the City of Lincoln City, Oregon
c/o City of Lincoln City
P.O. Box 50
Lincoln City, Oregon 97367
Attention: Finance Director

Bank: Bank of America Oregon

17.2 Survival.

This Facility may not be assigned by the Agency. The Bank may not assign its rights under this Facility without the consent of the Agency, which consent will not be unreasonably withheld. All representations, warranties and agreements contained in this Facility shall survive the execution, delivery and payment of this Facility.

17.3 Applicable Law.

This Facility shall be governed and interpreted in accordance with the laws of the State of Oregon.

17.4 Severability.

If any provision of this Facility shall be held invalid or unenforceable in any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17.5 Costs.

If the Bank incurs any expenses in connection with enforcing this Facility or the Bond, or if the Bank takes collection action under this Facility or the Bond, it is entitled to costs and reasonable attorneys' fees, including any allocated costs of in-house counsel.

17.6 Rules of Construction.

Unless the context clearly requires otherwise: capitalized words and phrases used in this Facility which are defined in Section 1 shall be construed to have the meanings defined for such words and phrases in Section 1; references to sections shall be construed as references to sections of this Facility; references to one gender shall include the other; references to the singular shall include the plural; and references to the plural shall include the singular.

17.7 Counterparts.

This Facility may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

DATED as of this __ day of June, 1998.

BANK OF AMERICA OREGON

By:_____
Authorized Officer

THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

By:_____
Authorized Officer

Exhibit A

No. R-1 $4,500,000.00

UNITED STATES OF AMERICA
URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY
LINCOLN COUNTY
STATE OF OREGON
YEAR 2000 DEVELOPMENT AREA
URBAN RENEWAL BOND
SERIES 1998

THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, State of Oregon (the "Agency"), for value received, acknowledges itself indebted and hereby promises to pay, but solely from the Tax Increment Revenues of the Year 2000 Development Area, amounts in the Tax Increment Fund and amounts in the 1998 Projects Fund, to Bank of America National Trust and Savings Association, the principal amount of FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS ($4,500,000.00) in the installments shown below, together with interest thereon from the date hereof at the rate of 4.50% per annum. Interest is payable quarterly on the ___ days of _____, _____, _____ and _____, commencing _____, 1998.. Principal is payable in the following installments on the following dates:

[insert principal payment schedule]

This bond is a special obligation of the Agency, payable solely from the Tax Increment Revenues received by the Agency from the Year 2000 Development Area and amounts in the Tax Increment Fund, as defined and provided in the Tax Exempt Credit Facility between the Agency and Bank of America National Trust and Savings Association which is dated as of _____, 1998, (the "Facility"). This Bond and the Facility have been authorized by Agency Resolution No. _____, dated _____ (the "Resolution"). The provisions of the Resolution and the Facility are incorporated herein by reference. Capitalized terms which are not defined in this Bond have the meanings defined for such terms in the Facility. The Agency has reserved the right to issue additional bonds on a parity of lien with this bond, and may issue obligations which have a subordinate lien on the Tax Increment Revenues, as provided in the Facility.

THIS BOND IS NOT A GENERAL OBLIGATION OF THE AGENCY OR THE CITY OF LINCOLN CITY, OREGON AND IS PAYABLE SOLELY FROM THE TAX INCREMENT REVENUES AS PROVIDED IN THE FACILITY.

This bond is the Agency's Urban Renewal Bond, Series 1998 (the "Bond"), and is issued by the Agency for the purpose of financing the costs of urban renewal projects within the Year 2000 Development Area (the "Area") in full and strict accordance and compliance with all of the provisions of the Constitution and Statutes of the State of Oregon.

The Agency has pledged the Tax Increment Revenues of the Area to pay the Bonds. The pledge of the Tax Increment Revenues and other amounts to pay the Bonds is not subordinate to any other lien on, or pledge of, such Tax Increment Revenues.

The Bond is subject to redemption on the terms specified in the Facility.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond have existed, have

happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that this Bond, and all other obligations of the Agency, are within every debt limitation and other limit prescribed by such Constitution and Statutes.

IN WITNESS WHEREOF, the Agency has caused this bond to be signed by the facsimile signatures of its Chairperson and the manual signature of the Finance Director of the City as of the date indicated above.

Urban Renewal Agency of the City of Lincoln City, Lincoln County, Oregon

Chairperson

Finance Director

LINCOLN CITY URBAN RENWAL AGENCY

RESOLUTION NO. UR98 - 02

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE LINCOLN CITY URBAN RENEWAL AGENCY, 1997-98 FISCAL YEAR BUDGET

WHEREAS, the Finance Officer has proposed certain budget appropriation transfers within the 1997-98 budget; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth as follows:

GENERAL FUND

RESOURCES		REQUIREMENTS	
Contingencies	$1,500	Materials & Services	
		Legal	$1,000
		Other Supplies	500

WHEREAS, it appears to this Urban Renewal Agency that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the

City of Lincoln City, that the proposed budget transfers for the Urban Renewal Agency 1997-98 Budget are hereby ratified and approved and the Finance Officer is hereby authorized and directed to make said appropriation transfers.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 22nd day of June, 1998.

Robert Derr
ROBERT DERR, CHAIRMAN

ATTEST:

Oneita McCalman
ONEITA McCALMAN, CITY RECORDER

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR98 - 03

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY ADOPTING BUDGET FOR THE 1998-99 TAX YEAR AND DIRECTING THE CERTIFICATION OF TAX INCREMENT REVENUE FOR COLLECTION

WHEREAS, the budget for the Urban Renewal Agency of the City of Lincoln City for the year fiscal 1998-99, commencing July 1, 1998, was approved by the Urban Renewal Budget Committee on May 4, 1998; and

WHEREAS, the Urban Renewal Agency held a Budget Hearing on June 22, 1998; and

WHEREAS, now is the proper time to pass a Resolution adopting the budget and making appropriations.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, as follows:

Section 1. That the Urban Renewal Agency of the City of Lincoln City does hereby adopt the budget approved by the Urban Renewal Budget Committee of the City of Lincoln City on May 4, 1998, now on file in the office of the Finance Director of the City of Lincoln City with amendments, if any, approved by the Urban Renewal Agency of the City of Lincoln City on June 22, 1998.

Section 2. That the amounts for the fiscal year beginning July 1, 1998, and for the purposes shown below, are hereby appropriated as follows:

URBAN RENEWAL AGENCY GENERAL FUND

Personal Services	$ 69,291
Materials & Services	$ 18,500
Capital Outlay	$4,379,410
TOTAL URBAN RENEWAL AGENCY GENERAL FUND	$4,467,201

URBAN RENEWAL AGENCY TAX INCREMENT FUND	
Debt Service	$3,144,336
TOTAL URBAN RENEWAL AGENCY TAX INCREMENT FUND	$3,144,336
TOTAL ALL FUNDS	**$7,611,537**

Section 3. That the Urban Renewal Agency of the City of Lincoln City adopts the budget and makes appropriations. The Finance Director of the City of Lincoln City acting on behalf of the Urban Renewal Agency of the City of Lincoln City is directed to certify to the Assessor that the maximum amount of funds that may be raised by dividing the taxes under Section 1c, Article XI of the Oregon Constitution, shall be raised for the Urban Renewal Agency, and that there shall be no additional special levy. This amount is subject to the limits of Section 11b, Article XI of the Oregon Constitution. Attached to this Resolution and made a part hereof, as though fully set out herein, is the Urban Renewal Agency of the City of Lincoln City's budget, approved by the Urban Renewal Budget Committee and adopted by the Urban Renewal Agency for the fiscal year 1998-99. A copy of the Budget as finally adopted shall be filed with the County Clerk in Newport, Oregon.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 22nd day of June 1998.

Robert Derr
ROBERT DERR, CHAIR

ATTEST:

Oneita McCalman
ONEITA McCALMAN, CITY RECORDER

URBAN RENEWAL AGENCY
RESOLUTION NO. 99 - 01

A RESOLUTION AUTHORIZING THE PURCHASE OF LAND FOR THE EXTENSION OF SE INLET AVENUE TO SOUTH JETTY AVENUE

WHEREAS, the SE Inlet Avenue right-of-way presently dead ends at Tax Lot 1000, Lincoln County Assessor's Map 7-11-27-DD; and

WHEREAS, vehicles presently continue past the dead end, on a narrow private roadway surface over Tax Lot 1000, to connect to South Jetty Avenue; and

WHEREAS, the City's Department of Public Works, following an analysis by its engineering staff, has found that the connection of SE Inlet Avenue to South Jetty Avenue with full roadway, curb, gutter, sidewalk, and storm drainage improvements will assist in the development of the surrounding area and will promote vehicle and pedestrian safety; and

WHEREAS, Tax Lot 1000 is within the Urban Renewal District; and

WHEREAS, the owner of Tax Lot 1000 is willing to sell to the Agency a portion of Tax Lot 1000 to enable the Agency to create the needed public roadway and construct full roadway, curb, gutter, sidewalk, and storm drainage improvements; and

WHEREAS, the Agency has obtained an appraisal of the portion of Tax Lot 1000 that the owner is willing to sell to the Agency, and the appraised value is $30,600.00; and

WHEREAS, the connection of SE Inlet Avenue to South Jetty Avenue over the proposed roadway will comply with the City's Comprehensive Plan Transportation Goal of providing a safe, convenient, and rapid transportation network to facilitate the movement of goods and people; and

WHEREAS, under ORS 92.010(7), the sale of a portion of a lot to a city for city street or other right-of-way purposes, if the road or right-of-way complies with the city's comprehensive plan, does not constitute a partition of land that must go through a partition approval process; and

WHEREAS, the Year 2000 Development Plan, which is the Urban Renewal Plan of the City of Lincoln City, in Section 601, identifies 18 urban renewal projects to be accomplished by the Agency, Project 16 of which is the funding of miscellaneous street, curb, gutter, sidewalk, cross-walk, storm drain, sanitary sewer, and water system improvements, following a more thorough engineering analysis of the public infrastructure than was possible in preparation of the Plan and following a need for the improvements; and

WHEREAS, Section 602(B)(4)(a) of the Year 2000 Development Plan authorizes the acquisition of land where right-of-way is needed for streets, alleys, bicycle paths, and pedestrian ways; and

WHEREAS, Section 603 of the Year 2000 Development Plan calls for a public hearing to consider any purchase of land that was not specifically identified as of the date of approval of the Plan and, if the Agency's decision following the hearing is to purchase the land, for the adoption of a resolution describing the Agency's action with a map and legal description attached, with the map and legal description to become a part of the Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

Section 1. The Agency finds that there is a public need for the purchase of a portion of Tax Lot 1000, Lincoln County Assessor's Map 7-11-27-DD, as specifically described in Exhibit A attached hereto and as generally shown on the map in Exhibit B attached hereto, to assist in the development of the surrounding area, to promote vehicle and pedestrian safety, and to thus help achieve the objectives of the Year 2000 Plan.

Section 2. The Agency hereby authorizes the purchase of the described portion of Tax Lot 1000 for the amount of $30,600.00, for the purpose of connecting SE Inlet Avenue to South Jetty Avenue and of installing full roadway, curb, gutter, sidewalk, and storm drainage improvements.

Section 3. A copy of the attached legal description (Exhibit A) and map (Exhibit B) shall be assigned appropriate exhibit numbers and be placed in Part 2 of the Year 2000 Plan.

Section 3. Following purchase of the described portion of Tax Lot 1000 and installation of improvements, the Agency shall dedicate to the City, as right-of-way, that part of the land that was needed for the roadway, curb, gutter, sidewalk, and storm drainage improvements, for maintenance by the City, and shall retain any portion not needed as right-of-way, for future use or sale by the Agency as appropriate.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 26th day of April, 1999.

DAVE HUMPHREY, CHAIR

ATTEST:

ONEITA MCCALMAN, CITY RECORDER

Exhibit 'A'

A tract of land, being a portion of that land described in Deed recorded May 12, 1995, in Book 299, page 1079, of the Deed Records of Lincoln County, lying in the Southeast 1/4 of Section 27 and the Northeast 1/4 of Section 34, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being more particularly as follows:

Beginning at a 5/8 inch iron rod on the new Southerly right-of-way of Inlet Avenue from which the most Easterly corner of Lot 4, Block 1, of the FIRST ADDITION TO TAFT, bears South 39 deg. 39' 26" West 43.97 feet; thence 77.39 feet along the arc of a 126.00 foot radius curve to the left, the chord of which bears South 68 deg. 07' 21" East 76.18 feet to a 5/8 inch iron rod; thence 23.04 feet along the arc of a 22.00 foot radius curve to the right, the chord of which bears South 49 deg. 46' 09" East 22.00 feet to a 5/8 inch iron rod on the Westerly right-of-way of South Jetty Avenue; thence North 0 deg. 00' 00" West 69.44 feet along said Westerly right-of-way to a 5/8 inch iron rod; thence 24.13 feet along the arc of a 22.00 foot radius curve to the right, the chord of which bears South 68 deg. 38' 25" West 22.94 feet to a 5/8 inch iron rod; thence 40.93 feet along the arc of an 80.00 foot radius curve to the right, the chord of which bears North 65 deg. 17' 17" West 40.48 feet to a 5/8 inch iron rod; thence South 39 deg. 39' 26" West 46.00 feet to a 5/8 inch iron rod, the place of beginning.

Subject to:

1. City liens, if any, of the City of Lincoln City. (None as of FEBRUARY 10, 1999).

2. The right to levy or assess by the Devils Lake Water Improvement District.

3. Subject property is either situated within the urban renewal boundaries or within the shared area of The Year 2000 Development Plan, Lincoln City, Oregon and is subject to the terms and provisions thereof, as outlined by instrument,
   Recorded : March 20, 1989 Book: 202 Page: 1261
   Amended by instrument,
   Recorded : December 8, 1989 Book: 211 Page: 1675

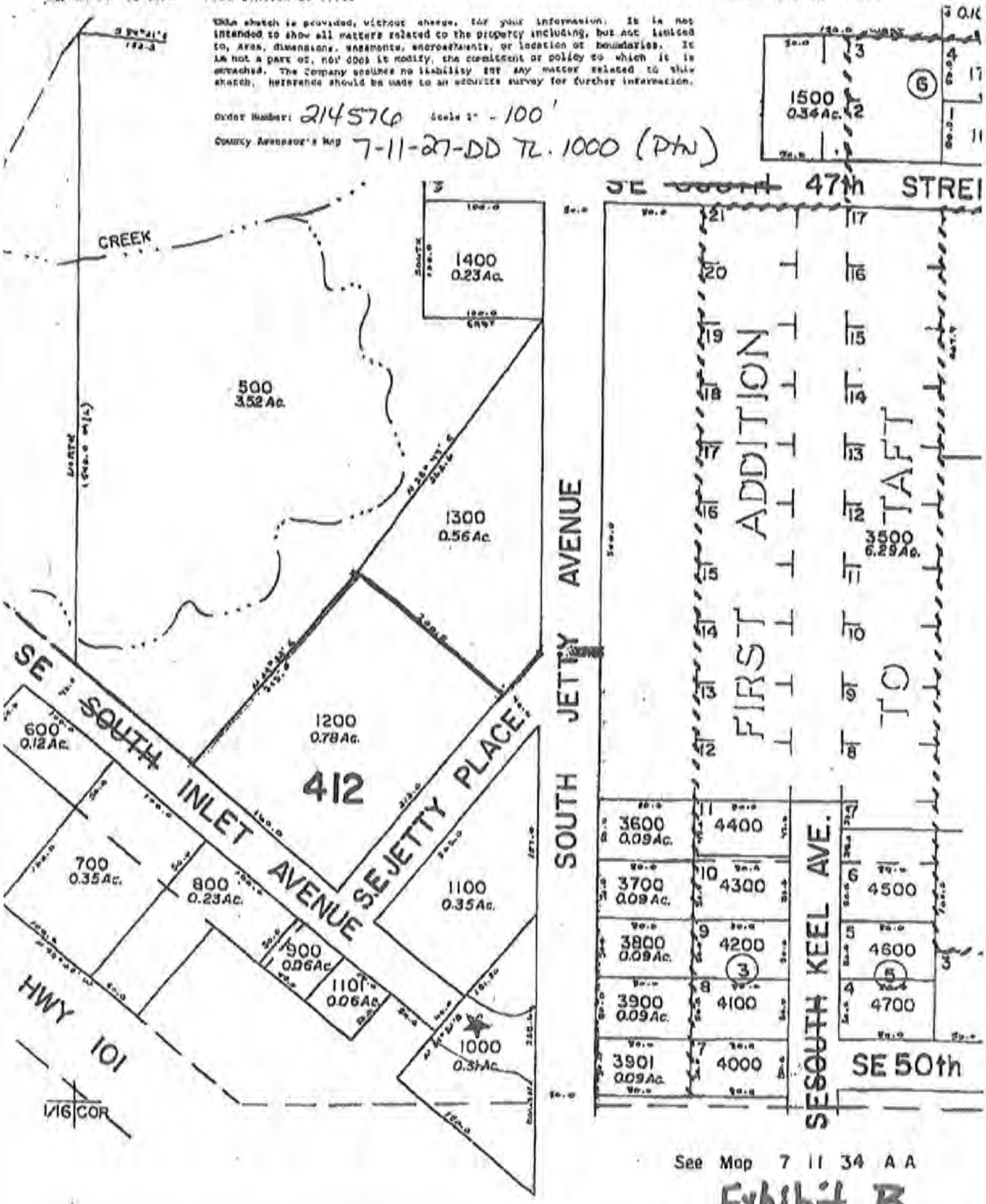
4. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.

5. Unrecorded Trust Agreement, including the terms and provisions thereof, as disclosed by Bargain and Sale Deed,
   Recorded : May 12, 1995 Book: 299 Page: 1079

This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, Area, dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The Company assumes no liability for any matter related to this sketch. Reference should be made to an accurate survey for further information.

Order Number: 214576 Scale 1" = 100'

County Assessor's Map 7-11-27-DD TL. 1000 (PTN)



See Map 7 11 34 A A

Exhibit B

DR UR99-02

LINCOLN CITY URBAN RENWAL AGENCY

RESOLUTION NO. UR99 - 01

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY, 1998-99 BUDGET

WHEREAS, the Finance Officer has proposed certain budget appropriation transfers within the funds of the 1998-99 Lincoln City Urban Renewal budget; and

WHEREAS, changes in Agency needs have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth as follows:

GENERAL FUND

FROM		TO	
Capital Outlay Reserve - Future Years	$ 10,000	Materials & Services Reimbursement to Lincoln City General Fund	$10,000

WHEREAS, it appears to this Urban Renewal Agency that said proposed budget appropriation transfers are appropriate and should be made in

conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for the Lincoln City Urban Renewal Agency 1998-99 Budget are hereby ratified and approved and the Finance Officer is hereby authorized and directed to make said appropriation transfers.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 28th day of June, 1999.

Dave Humphrey

DAVE HUMPHREY, CHAIRMAN

ATTEST:

Oneita McCalman

ONEITA McCALMAN, CITY RECORDER

DRAFT UR99-03

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR99 - 03

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY ADOPTING BUDGET FOR THE 1999-2000 TAX YEAR AND DIRECTING THE CERTIFICATION OF TAX INCREMENT REVENUE FOR COLLECTION

WHEREAS, the budget for the Urban Renewal Agency of the City of Lincoln City for the fiscal year 1999-2000, commencing July 1, 1999, was approved by the Urban Renewal Budget Committee on May 3, 1999; and

WHEREAS, the Urban Renewal Agency held a Budget Hearing on June 28, 1999; and

WHEREAS, now is the proper time to pass a Resolution adopting the budget and making appropriations.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, as follows:

Section 1. That the Urban Renewal Agency of the City of Lincoln City does hereby adopt the budget approved by the Urban Renewal Budget Committee of the City of Lincoln City on May 3, 1999, now on file in the office of the Finance Director of the City of Lincoln City with amendments, if any, approved by the Urban Renewal Agency of the City of Lincoln City on June 28, 1999.

Section 2. That the amounts for the fiscal year beginning July 1, 1999, and for the purposes shown below, are hereby appropriated as follows:

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URBAN RENEWAL AGENCY GENERAL FUND	
Personal Services	$ 71,600
Materials & Services	$ 32,900
Capital Outlay	$8,567,371
TOTAL URBAN RENEWAL AGENCY GENERAL FUND	$8,671,871
URBAN RENEWAL AGENCY TAX INCREMENT FUND	
Debt Service	$2,705,516
TOTAL URBAN RENEWAL AGENCY TAX INCREMENT FUND	$2,705,516
URBAN RENEWAL AGENCY PROPERTY REHABILITION FUND	
Capital Outlay	$ 502,000
TOTAL URBAN RENEWAL PROPERTY REHABILITATION FUND	$ 502,000
TOTAL ALL FUNDS	**$11,879,387**

Section 3. That the Urban Renewal Agency of the City of Lincoln City adopts the budget and makes appropriations. The Finance Director of the City of Lincoln City acting on behalf of the Urban Renewal Agency of the City of Lincoln City is directed to certify to the Assessor that the maximum amount of funds that may be raised by dividing the taxes under Section 1c, Article XI of the Oregon Constitution, shall be raised for the Urban Renewal Agency, and that there shall be no additional special levy. This amount is subject to the limits of Section 11b, Article XI of the Oregon Constitution. Attached to this Resolution and made a part hereof, as though fully set out herein, is the Urban Renewal Agency of the City of Lincoln City's budget, approved by the Urban Renewal Budget Committee and adopted by the Urban Renewal Agency for the fiscal year 1999-2000. A copy of the Budget as finally adopted shall be filed with the County Clerk in Newport, Oregon.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 28th day of June 1999.

DAVE HUMPHREY, CHAIR

ATTEST:

ONEITA McCALMAN, CITY RECORDER

RESOLUTION NO. UR 00-01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON AUTHORIZING URBAN RENEWAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NO MORE THAN $5,325,000.

WHEREAS the Urban Renewal Agency of the City of Lincoln City is authorized to issue bonds payable from the tax increment revenues of the Year 2000 Development Area; and,

WHEREAS the City of Lincoln City has chosen Option One for the Year 2000 Development Area as provided in ORS 457.435(2)(a), and is authorized to impose the Special Levies described in ORS 457.435(2)(a); and,

WHEREAS the City of Lincoln City has approved a maximum indebtedness for the Year 2000 Development Area of $43,000,000; the Agency has previously issued $4,500,000 of indebtedness which is subject to the maximum indebtedness limitation, and there is no other indebtedness outstanding for the Year 2000 Development Area to which the maximum indebtedness limitation applies, leaving the Agency $38,500,000 of capacity (excluding refinancings) to incur indebtedness for the Year 2000 Development Area; and,

WHEREAS, the Agency adopts this Resolution to authorize the issuance of bonds which are payable from the Tax Increment Revenues of the Year 2000 Development Area in a principal amount of not more than $5,325,000, and to provide the terms under which future urban renewal indebtedness may be issued; now, therefore,

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Definitions.

Unless the context clearly requires otherwise, the following terms shall have the following meanings:

"Actual Tax Increment Collections" means the amounts of the Tax Increment Revenues actually received by the Agency in a Fiscal Year.

"Agency Official" means the City Manager or the Finance Director of the City or a person designated by the City Manager or Finance Director to act as Agency Official under this Resolution.

"Agency" means the Urban Renewal Agency of the City of Lincoln City.

"Annual Debt Service" means the amount scheduled to be paid in a Fiscal Year of principal and interest and premium, if any, on any Outstanding Bonds, reduced by the amount of any Bond interest which is scheduled to be paid from Bond proceeds.

"Area" means the City's Year 2000 Development Area described in the Plan, and all additions thereto.

"Bonds" means the Series 2000 Bonds and any Parity Indebtedness.

"City" means the City of Lincoln City, Oregon.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collection Deficiency" means the amount (if any) by which 110% of the Annual Debt Service for a Fiscal Year exceeds the Actual Tax Increment Collections for that Fiscal Year.

"Divide the Taxes Revenues" means the amount of taxes calculated based on the increase in value of property in the Area which are payable to the Agency as permitted by Article IX, Section 1c of the Oregon Constitution.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or as otherwise defined by Oregon law.

"Maximum Annual Debt Service" means the greatest Annual Debt Service, calculated on all Bonds which are Outstanding on the date of calculation.

"Parity Indebtedness" means obligations issued in compliance with Section 5 of this Resolution which are secured by a lien on, and pledge of, the Security which is on a parity with the lien on, and pledge of, the Security which secures the Series 2000 Bonds.

"Plan" means the Agency's Year 2000 Development Plan approved by City Ordinance No. 88-16, as that plan has been, and may in the future be, amended.

"Reserve Requirement" means the lesser of Maximum Annual Debt Service on all Outstanding Bonds or the amount described in the next sentence. If, at the time of issuance of a Series of Bonds, the amounts required to be added to the Bond Reserve Account to make the balance in the Bond Reserve Account equal to the Maximum Annual Debt Service exceeds the Tax Maximum calculated with respect to that Series, then the Reserve Requirement means the Reserve Requirement in effect immediately before the issuance of that Series of Bonds (calculated as if that Series of Bonds were not Outstanding), plus the Tax Maximum for the Series of Bonds.

"Resolution" means this Resolution authorizing the Series 2000 Bonds, as it may be amended from time to time pursuant to Section 6.

"Security" means all Tax Increment Revenues, all amounts in the Tax Increment Fund (including earnings on amounts in the Tax Increment Fund), and (for the Series 2000 Bonds only) all proceeds of the Series 2000 Bonds.

"Series 2000 Bonds" means the Agency's Year 2000 Development Area Urban Renewal Bonds, Series 2000 which are authorized by Section 8 of this Resolution.

"Special Levy" means a tax levy in connection with the Area pursuant to Article XI, Section 11(16) of the Oregon Constitution and ORS 457.435(2)(c) or any replacement statute.

"Tax Increment Fund" means the fund established under ORS 457.440(6)(b) to hold the Tax Increment Revenues.

"Tax Increment Revenues" means all Divide the Taxes Revenues and the proceeds of any Special Levy.

"Tax Maximum" means, for any Series of Bonds, the lesser of: the greatest amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on such Series; 125% of average amount of principal, interest and premium, if any, required to be paid on such Series during all Fiscal Years in which such Series will be Outstanding, calculated as of the date of issuance of such Series; or, ten percent of the proceeds of such Series, as "proceeds" is defined for purposes of Section 148(d) of the Code.

Section 2. Security for Bonds.

2.1. The Bonds shall not be general obligations of the Agency. The Agency shall be obligated to pay the Bonds solely from the Security

2.2. The Agency hereby irrevocably pledges the Security to pay the Bonds. Pursuant to ORS 288.594, the pledge of the Security shall be valid and binding from the time of the adoption of this Resolution. The Security so pledged and hereafter received by the Agency shall immediately be subject to the lien of such pledge without any physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever to the fullest extent permitted by ORS 288.594(2).

2.3. The Agency has no obligations outstanding to which the Security have been pledged except the Agency's Year 2000 Development Area Urban Renewal Bond, Series 1998 which is currently outstanding in a principal amount of $1,125,000. The Year 2000 Development Area Urban Renewal Bond, Series 1998 shall be paid and retired on the date of issuance of the Series 2000 Bonds, and the lien on, and pledge of, the Security to pay the Bonds shall be superior to all other claims against those amounts.

2.4. The Agency covenants that, so long as Bonds are outstanding:

(a) the Agency shall take whatever action may be required to collect full amount of the Divide the Taxes Revenues each Fiscal Year.

(b) when the Agency establishes its budget for each Fiscal Year in which Bonds are outstanding (commencing with Fiscal Year 2000-2001), the Agency shall prepare a good

faith estimate the amount of the Actual Tax Increment Collections which will result from the Divide the Taxes Revenues for that Fiscal Year.

(c) If the amount of that estimate is less than one hundred ten percent (110.00%) of the Annual Debt Service for that Fiscal Year plus the amount of any Collection Deficiency for the prior Fiscal Year, the Agency shall impose a Special Levy for that Fiscal Year in an amount which the Agency estimates in good faith will, when added to its estimate of the Actual Tax Increment Collections which will result from the Divide the Taxes Revenues for that Fiscal Year, produce Actual Tax Increment Collections for that Fiscal Year which are at least equal to one hundred ten percent (110.00%) of the Annual Debt Service for that Fiscal Year plus the amount of any Collection Deficiency for the prior Fiscal Year.

2.5. The provisions of this Resolution shall constitute a contract with the owners of the Bonds, and shall be enforceable by them.

Section 3. The Tax Increment Fund.

3.1. The Agency has previously established the Tax Increment Fund. The Tax Increment Fund shall be divided only into the following accounts: the Bond Payment Account, the Bond Reserve Account and the Subordinate Indebtedness Account. The Agency shall not create additional accounts in the Tax Increment Fund, but may create subaccounts in those accounts.

3.2. Beginning with Fiscal Year 1999-2000 and continuing until all Bonds are paid or defeased, the Agency shall deposit all Actual Tax Increment Collections in the Tax Increment Fund, and shall credit each deposit to the following accounts within the Tax Increment Fund in the following order of priority:

(a) to the Bond Payment Account, until the Bond Payment Account contains an amount sufficient to pay the Annual Debt Service for that Fiscal Year;

(b) to the Bond Reserve Account, if the balance in the Bond Reserve Account is then less than the Reserve Requirement, an amount sufficient to make the balance in the Bond Reserve Account equal to the Reserve Requirement; and,

(c) to the Subordinate Indebtedness Account, any amounts which remain after the foregoing deposits have been made.

3.3. Five (5) days before any Payment Date, if the balance in the Bond Payment Account is less than the amount of Bond principal, interest and premium, if any, due on that Payment Date, the Agency shall credit to the Bond Payment Account an amount equal to the deficiency from the following accounts in the following order of priority:

(a) the Subordinate Indebtedness Account; and,

(b) the Bond Reserve Account.

Section 4. Accounts.

4.1. Amounts credited to the Bond Payment Account shall be used only to pay Bond principal, interest and premium, if any. Amounts credited to the Bond Payment Account shall be invested in Permitted Investments which mature within one year.

4.2. The Agency covenants to fund, maintain and use the Bond Reserve Account as provided in this Section 4.2 as long as any Bonds are Outstanding. Except as specifically provided in this Section 4.2, amounts credited to the Bond Reserve Account shall be used only to pay Bond principal, interest and premium, if any, and only if sufficient funds are not available in the Bond Payment Account or the Subordinate Indebtedness Account.

(a) At closing of the Series 2000 Bonds and each subsequent series of Parity Indebtedness the Agency shall deposit into the Bond Reserve Account an amount sufficient to make the balance in the Bond Reserve Account at least equal to the Reserve Requirement. The deposit may be made from amounts available in the Subordinate Indebtedness Account, from Bond proceeds, or other amounts available to the Agency.

(b) The Agency covenants to maintain a balance in the Bond Reserve Account which is equal to the Reserve Requirement, but solely from deposits of Tax Increment Revenues pursuant to Section 3.2(b) of the Resolution and closing deposits pursuant to Section 4.2(a).

(c) Amounts in the Bond Reserve Account shall be invested in Permitted Investments which shall mature not later than the last maturity date of Outstanding Bonds. Permitted Investments in the Bond Reserve Account which mature in five years or less shall be valued at their cost, and Permitted Investments which mature in more than five years shall be valued at the lesser of cost or market.

(d) If the balance in the Bond Reserve Account is less than the Reserve Requirement, the Agency shall begin making transfers of Tax Increment Revenues to the Bond Reserve Account in accordance with Section 3.2(b). The transfers shall continue until the balance in the Bond Reserve Account is equal to the Reserve Requirement.

(e) If balance in the Bond Reserve Account exceeds the Reserve Requirement the Agency may transfer the excess to the Bond Payment Account or, if the balance in the Bond Payment Account at that time is at least equal to the remaining, unpaid Annual Debt Service for that Fiscal Year, to the Subordinate Indebtedness Account.

(f) Earnings on the Bond Reserve Account shall be credited to the Bond Reserve Account whenever the balance in the Bond Reserve Account is less than the Reserve Requirement; otherwise earnings on the Bond Payment Account shall be credited to the Bond Payment Account.

(g) All amounts on deposit in the Bond Reserve Account may be applied to the final payment (whether at maturity or by prior redemption) of Outstanding Bonds. Amounts so applied

shall be credited against the amounts the Agency is required to transfer into the Bond Payment Account under Section 3.2(a).

(h) Amounts in the Bond Reserve Account may be transferred into escrow to defease Bonds, but only if the balance remaining in the Bond Reserve Account after the transfer is at least equal to the Reserve Requirement for the Bonds which remain Outstanding after the defeasance.

4.3. Money in the Subordinate Indebtedness Account may be used at any time for any legal purpose permitted under Chapter 457 of the Oregon Revised Statutes. However, if there is a deficiency in the Bond Payment Account or the Bond Reserve Account, Tax Increment Revenues credited to the Subordinate Indebtedness Account shall be used to eliminate the deficiency (in the order of priority described in Section 3.2) before money in the Subordinate Indebtedness Account is used for any other purpose.

Section 5. Senior, Parity and Subordinate Indebtedness

5.1. The Agency shall not issue obligations which have a lien on the Security which is superior to the lien of the Bonds.

5.2. The Agency shall issue Parity Indebtedness and Subordinate Indebtedness only under the conditions established by the Agency Official pursuant to Section 8.2(c).

Section 6. Amendment of Resolution.

The Agency Official may establish the terms under which this resolution may be amended pursuant to Section 8.2(c).

Section 7. Default and Remedies.

The Agency Official may establish the terms under which defaults may be declared under the Bonds and this Resolution, and the remedies Bondowners may pursue, pursuant to Section 8.2(c).

Section 8. The Series 2000 Bonds.

8.1. Authorization. The Agency hereby authorizes the sale and delivery of the Series 2000 Bonds in accordance with this Resolution to finance urban renewal projects in the Area, to refinance the Agency's outstanding Year 2000 Development Area Urban Renewal Bonds, Series 1998, and to pay costs of issuing the Series 2000 Bonds. The aggregate principal amount of the Series 2000 Bonds shall not exceed Four Million Eight Hundred Twenty-five Thousand Dollars ($4,825,000).

8.2. Delegation. The Agency Official may, on behalf of the Agency:

(a) Select one or more underwriters or purchasers for the Series 2000 Bonds and negotiate the sale of the Series 2000 Bonds.

(b) Participate in the preparation of, authorize the distribution of, and deem final any disclosure documents that are required for the Series 2000 Bonds.

(c) Enter into additional covenants and provisions which the Agency Official determines are desirable to sell the Series 2000 Bonds on favorable terms including, without limitation, limitations on Parity Indebtedness and Subordinate Indebtedness, the events which constitute default and the remedies available to Bondowners, and the terms under which this Resolution may be amended.

(d) establish the final principal amounts, maturity schedules, interest rates, sale prices, redemption terms, payment terms and dates of the Series 2000 Bonds, provided that the principal and interest payments on the Series 2000 Bonds shall be structured so that the projected receipts from the Divide the Taxes Levies each Fiscal Year are at least 110% of Annual Debt Service on the Series 2000 Bonds.

(e) Designate the Series 2000 Bonds as "qualified tax-exempt obligations" under Section 265(b) of the Code.

(f) Issue, sell and deliver the Series 2000 Bonds.

(g) execute any documents and take any other action which the Agency Official finds is desirable to carry out this Resolution.

8.3. Form. The Series 2000 Bonds shall be in the form prescribed by the Agency Official. The Series 2000 Bonds shall be executed on behalf of the Agency with the facsimile signatures of the Chair and Secretary of the Agency. Each bond shall contain the following paragraph:

THIS BOND IS NOT A GENERAL OBLIGATION OF THE CITY OF LINCOLN CITY OR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AND IS NOT PAYABLE FROM ANY FUNDS OF THE CITY OF LINCOLN CITY OR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY EXCEPT THE SECURITY, AS DEFINED AND PROVIDED IN THE RESOLUTION AUTHORIZING THIS BOND. THIS BOND DOES NOT CONSTITUTE A DEBT OR INDEBTEDNESS OF THE CITY OF LINCOLN CITY, THE STATE OF OREGON, OR ANY POLITICAL SUBDIVISION THEREOF EXCEPT THE AGENCY.

8.4. Tax Covenants. The Agency covenants not to take any action, or omit to take any action, if the taking or omitting would cause interest on the Series 2000 Bonds to become includable in gross income under the Code. The Agency Official may, on behalf of the Agency, enter into additional covenants to protect the tax-exempt status of the Series 2000 Bonds.

Section 9. Series 2000 Short Term Urban Renewal Bond.

Subject to the restrictions described in this Section 9, the Agency may issue, sell and deliver Subordinate Indebtedness pursuant to the authority of this Resolution in a maximum principal amount of $500,000, and may enter into agreements and take any action necessary to issue that Subordinate Indebtedness. The Subordinate Indebtedness authorized by this Section 9:

9.1. Shall mature within six months after it is issued;

9.2. May bear interest which is includable in gross income under the Code; and,

9.3. Shall not be issued in a principal amount which exceeds the amount of Tax Increment Revenues which are available in the Tax Increment Fund on the date the Subordinate Indebtedness is issued.

ADOPTED this 10th day of January, 2000.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY _____
Authorized Officer CHAIR DAVID HUMPHREY

_____
MICHAEL E. HOLDEN, MAYOR

ATTEST:

_____
ONEITA McCALMAN, CITY RECORDER

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR00 - 02

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY ADOPTING BUDGET FOR THE 2000-2001 TAX YEAR AND DIRECTING THE CERTIFICATION OF TAX INCREMENT REVENUE FOR COLLECTION

WHEREAS, the budget for the Urban Renewal Agency of the City of Lincoln City for the fiscal year 2000-2001, commencing July 1, 2000, was approved by the Urban Renewal Budget Committee on May 1, 2000; and

WHEREAS, the Urban Renewal Agency held a Budget Hearing on June 12, 2000; and

WHEREAS, now is the proper time to pass a Resolution adopting the budget, making appropriations, and imposing and categorizing the taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, as follows:

Section 1. That the Urban Renewal Agency of the City of Lincoln City does hereby adopt the budget approved by the Urban Renewal Budget Committee of the City of Lincoln City on May 1, 2000, now on file in the office of the Finance Director of the City of Lincoln City with amendments, if any, approved by the Urban Renewal Agency of the City of Lincoln City on June 12, 2000.

Section 2. That the amounts for the fiscal year beginning July 1, 2000, and for the purposes shown below, are hereby appropriated as follows:

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URBAN RENEWAL AGENCY GENERAL FUND	
Personal Services	$ 121,674
Materials & Services	$ 108,223
Capital Outlay	$6,587,898
TOTAL URBAN RENEWAL AGENCY GENERAL FUND	$6,817,795
URBAN RENEWAL AGENCY TAX INCREMENT FUND	
Debt Service	$2,697,868
TOTAL URBAN RENEWAL AGENCY TAX INCREMENT FUND	$2,697,868
URBAN RENEWAL AGENCY PROPERTY REHABILITION FUND	
Capital Outlay	$ 573,500
TOTAL URBAN RENEWAL PROPERTY REHABILITATION FUND	**$ 573,500**
TOTAL ALL FUNDS	**$10,089,163**

Section 3. That the Urban Renewal Agency of the City of Lincoln City adopts the budget and makes appropriations. The Finance Director of the City of Lincoln City acting on behalf of the Urban Renewal Agency of the City of Lincoln City is directed to certify to the Assessor that the maximum amount of funds that may be raised by dividing the taxes under Section 1c, Article XI of the Oregon Constitution, shall be raised for the Urban Renewal Agency, and that there shall be no additional special levy. This amount is subject to the limits of Section 11b, Article XI of the Oregon Constitution. Attached to this Resolution and made a part hereof, as though fully set out herein, is the Urban Renewal Agency of the City of Lincoln City's budget, approved by the Urban Renewal Budget Committee and adopted by the Urban Renewal Agency for the fiscal year 2000-2001. A copy of the Budget as finally adopted shall be filed with the County Clerk in Newport, Oregon.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 12th day of June 2000.

Dave Humphrey

DAVE HUMPHREY, CHAIR

ATTEST:

Oneita McCalman

ONEITA McCALMAN, CITY RECORDER

2000/2001 BUDGET MESSAGE

April 24, 2000

City of Lincoln City

Urban Renewal Agency

Budget Committee:

Enclosed is the 2000/2001 Proposed Budget. This proposal contains a very aggressive capital outlay program totaling $3,461,900 plus an additional $1,000,000 in land acquisition, and a capital reserve of $2,125,998.

The key project is the Taft redevelopment. Because we do not yet have an approved plan, it is not yet possible to outline the specifics of that work. And it certainly will be a challenge as to some extent, it will be influenced by coordination with ODOT, and Pacific Power (under grounding work). The City's approved Transportation Master Plan is currently incomplete in that it does not meet all of the requirements of the Transportation Planning Rule and the additional work will be lengthy and time-consuming. This may prove to be a serious obstacle in undertaking any work in Taft on Highway 101. But I am relatively confident that if the plan is approved this June, we will be able to complete a substantial initial phase of the project.

Land acquisition is the second largest budgeted expenditure. There are currently several parcels in the District that may be key to future projects. In addition, we expect to take a serious look at parking and should be poised to take advantage of some opportunities as they become available. The remainder of the capital projects are detailed in the attachments.

In the last proposal, staff requested the addition of a full time position. In my opinion, the workload at that time did not totally justify this addition. But I am totally convinced that the current and projected activity clearly does. There is no way that the Director can properly administer the design and construction of the projects listed while at the same time properly perform the additional work such as:

- Be involved in land and right-of-way acquisitions;
- Advance a review of parking problems and opportunities;
- Insure that the Taft work fits the neighborhood;
- Continue to meet with business & property owners on planning and design;
- Posture the Agency for the next District planning project;
- Take advantage of the Taft plan and public improvements in order to attract private investment.

The last item above is perhaps the most important if we are to accomplish the mission of the

agency:

> *The mission of the Lincoln City Urban Renewal Agency is to eliminate blight and depreciating property values in areas withing the Agency's jurisdiction and in the process, attract job producing private investments that will improve property values, improve the Area's visual quality, and establish a positive linkage between the Year 2000 Development Area and the Pacific Ocean - - all in a manner which will be compatible with the City's natural and manmade setting.*

I do not believe we can accomplish this mission only by developing a good plan, and investing in public infrastructure. The Agency must be responsive to existing and new businesses that wish to invest in the District. Ideally the Agency would be even more than responsive, it would be aggressive. That probably takes more resources than one additional employee, but at least we can be responsive. In Tom Hudson's economic development proposal for Taft, he says *"In most successful urban renewal efforts, the physical design aspects of projects are complemented by economic development, promotional, and organizational strategies."* While Mr. Hudson can outline these strategies, I can assure you they will not be self-executing.

I must also point out the considerable risk the Agency faces in administering numerous design and construction contracts without adequate staff resources. A single mistake in the process of bidding and award, adequately describing the work and site conditions, or failure to properly administer the contract and its conditions can cost the agency many times the salary of an additional employee. We can do an excellent job with current staff, but not with the additional requirements I have listed.

We can use consultants to do this work, but I believe it would cost several times what I am proposing. The additional position would principally be a "contract administrator" but would also function as an aid/assistant to the Director. I know that the addition of full-time personnel must be done only with extreme caution, but I am convinced that it is now justified.

The budget contains substantial funding for the property rehabilitation loan program which appears off to a good start, and with the first approval as early as today.

While I am extremely optimistic about the accomplishments we will see from the Agency, I must sound a single note of caution. For some time the Agency has functioned with a substantial surplus, and availability of funds. This has largely been do to the fact that the projects have been relatively small. Now that our first major plan is nearly completed, that will change quickly. I believe that in two years, perhaps less, we will see the demands for projects significantly outstrip the availability of funds. That simply means that starting now, we must begin to think more strategically and less tactically.

Respectfully submitted:

David A. Hawker, City Manager/Budget Officer

DEPARTMENTAL PERSONNEL
2000-2001

NO. OF POSITIONS	POSITIONS	SALARY RANGE	AVE MO. SALARY	ANNUAL SALARY
		URBAN RENEWAL		
1	DIRECTOR	$4,298	$4,298	$ 51,576
1	Contract Administrator	2816/3593	$2,955	$ 35,461
	TOTAL			$ 87,037

ACTUAL FY 1997-98	ACTUAL FY 1998-99	BUDGET FY 1999-00	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/00	BUDGET PROPOSED	BUDGET APPROVED	FY 2000-01 ADOPTED
				800-830- URBAN RENEWAL AGENCY GENERAL FUND				
				REVENUE				
				MISCELLANEOUS REVENUE				
50,429	245,360	179,650	4610001	Interest Allocated	295,000	220,000	220,000	220,000
50,500	50,000		4302080	ODOT/LCDC Grants				
1,396	0		4601910	Other Revenue				
102,325	295,360	179,650		TOTAL MISCELANEOUS REVENUE	295,000	220,000	220,000	220,000
				OTHER RESOURCES				
4,500,000	0	4,500,000	4801001	Bond Proceeds	3,700,000			
		3,992,221	4890001	Estimated Beginning Balance		6,597,795	6,597,795	6,597,795
726,247	4,681,334		4890010	Beginning Balance	4,243,973			
5,226,247	4,681,334	8,492,221		TOTAL OTHER RESOURCES	7,943,973	6,597,795	6,597,795	6,597,795
5,328,572	4,976,694	8,671,871		**TOTAL RESOURCES**	8,238,973	6,817,795	6,817,795	6,817,795
				EXPENDITURES				
				PERSONAL SERVICES				
	38,737	52,865	6101100	Salaries	51,576	87,037	87,037	87,037
		0	6102002	Part-time Employees				
				Payroll Taxes, Ins. & Benefits:				
	2,963	4,045	6105011	Fica/Medicare	3,946	6,658	6,658	6,658
	332	740	6105012	Worker's Compensation	875	1,161	1,161	1,161
	4,571	7,008	6106011	Insurance Benefits	6,756	15,474	15,474	15,474
	228	346	6106012	Life/Disability Insurance	283	485	485	485
	4,175	6,596	6106014	Retirement	6,435	10,859	10,859	10,859
	51,006	71,600		TOTAL PERSONAL SERVICES	69,871	121,674	121,674	121,674
				MATERIALS & SERVICES				
	1,366	5,000	6201119	Contracted Services	11,900	25,000	25,000	25,000
1,790	1,790	1,800	6201151	Auditing	1,870	1,870	1,870	1,870
641	65		6201152	Legal Services				
	140	1,200	6202101	Computer Software	700	1,200	1,200	1,200
	352	1,100	6203020	Telephone	1,700	1,700	1,700	1,700
211	523	1,100	6205001	Legal Notices	600	1,000	1,000	1,000
	0	500	6205003	Printing		500	500	500
		800	6206001	Training	200	800	800	800
578	1,941	1,000	6206002	Conferences & meetings	800	1,000	1,000	1,000
		800	6206003	Travel & Subsistence	800	800	800	800
	744	1,800	6206005	Memberships & Dues	1,100	1,500	1,500	1,500
		200	6209001	Postage & Shipping	200	200	200	200
			6209010	Insurance		5,000	5,000	5,000
1,416	0	5,000	6210010	Project Maintenance	1,000	5,000	5,000	5,000

ACTUAL FY 1997-98	ACTUAL FY 1998-99	BUDGET FY 1999-00	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/00	BUDGET PROPOSED	BUDGET APPROVED	FY 2000-01 ADOPTED
	880	800	6211020	Office Equip/Computer Maint	2,000	2,500	2,500	2,500
		400	6220001	Stationary Supplies	1,000	1,500	1,500	1,500
		1,100	6221019	Vehicle Maintenance		1,100	1,100	1,100
943	3,340	800	6229001	Other Supplies	1,900	2,500	2,500	2,500
		3,300	6299120	Re-imbursement to Lincoln Sq Fund	3,300	15,053	15,053	15,053
1,200	11,967	6,200	6299111	Re-imbursement to General Fund	16,000	40,000	40,000	40,000
6,779	23,108	32,900		TOTAL MATERIALS & SERVICES	45,070	108,223	108,223	108,223
				CAPITAL OUTLAY				
	6,542	11,500	6320001	Office Equipment	8,000	4,000	4,000	4,000
			6320201	Other Equipment	1,700	2,000	2,000	2,000
		0	6310101	Automobiles		23,000	23,000	23,000
	8,776	4,000	6330201	Building Improvements	7,480	0	0	0
0	0	50,000	6340101	Engineering Design				
	7,460		6340106	Storm Drain Master Plan	5,000			
			6340234	Undergrounding Study	12,500			
			6340109	Geographic Information Sys (GIS)		27,900	27,900	27,900
	18,052	480,000	6340222	Sidewalks (Bard Rd-Spanish Head)	57,200	40,000	40,000	40,000
			6340222	Construction Phase 1 (Bard Rd-S		364,000	364,000	364,000
10,088	500	65,000	6340108	Oceanlake Redevelopment			5,000	5,000
			6340108	Planning Next Village		10,000	5,000	5,000
		45,000	6340237	Creativity/Event Center Study	40,000	8,000	8,000	8,000
			6340111	L City Youth Center Study		40,000	40,000	40,000
284,721	0	150,000	6340207	Parking lot construction				
241,432	0	50,000	6340209	Other Construction/Sidewalks				
16,951	40,867	275,000	6340223	S.E. Inlet	292,120			
3,105	301,818		6340224	Sidewalks (West Side Hwy 101)	381			
		320,000	6340233	Sidewalks (Hwy 101- N28th-Logan				
	129,799	150,000	6340232	Sidewalks (Hwy 101- NW21st-Harbo	80,058			
			6340208	Sidewalks (SE 9th, Hwy 101-Jetty		45,000	45,000	45,000
	29,069	600,000	6340212	Signalization	400,000	100,000	100,000	100,000
	10,869	260,000	6340213	S. 32nd St. Improvement	0	0	0	0
	2,755	565,000	6340238	Taft District Feasibility/Econ P	201,000	20,000	20,000	20,000
			6340238	Taft District - Phase 1		1,200,000	1,200,000	1,200,000
				HWY 101 Taft District				125,000
		47,000	6340230	Bay Area Sidewalk/Cutler City	55,000	500,000	500,000	500,000
			6340203	Sewer Improvements		700,000	700,000	700,000
	16,005	100,000	6340206	Storm Drainage	60,744			
				Park Improvements:				
14,688	5,241	210,000	6340225	Cutler City	41,143	50,000	50,000	50,000
52,393	10,475		6340226	Canyon Drive Improvements		40,000	40,000	40,000
	21,014	125,000	6340227	Kirtsis Park Restrooms/Building	130,000	28,000	28,000	28,000
	10,561	28,000	6340228	Skateboard Facility Upgrade	64,714			
	32,928		6340230	Siletz Bay Park Restroom	2,000			
	5,250	45,000	6340231	Josephine Young Park Restroom	10,547	60,000	60,000	60,000
		200,000	6340239	NW 15th Beach Access Improvement	13,000	200,000	200,000	200,000
		75,000	6340240	Nelscott Beach Access Improvemen	35,000			
17,081	626	20,000	6340305	Bonding Expense	8,650			

ACTUAL FY 1997-98	ACTUAL FY 1998-99	BUDGET FY 1999-00	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/00	BUDGET PROPOSED	BUDGET APPROVED	FY 2000-01 ADOPTED
		120,000	6340401	Land Purchase		1,000,000	1,000,000	1,000,000
		4,571,871	6370400	Reserve Agency Approved Projects		2,125,998	2,125,998	2,000,998
640,459	658,607	8,567,371		TOTAL CAPITAL OUTLAY	1,526,237	6,587,898	6,587,898	6,587,898
				OTHER DISBURS & EXPENSE				
			6780001	Contingencies				
0	0	0		TOTAL OTHER DISBURS & EXPENSE	0	0	0	0
547,238	732,721	8,671,871		**TOTAL EXPENDITURES**	1,641,178	6,817,795	6,817,795	6,817,795
4,681,334	4,243,973	0		ENDING BALANCE	6,597,795	0	0	0

LINCOLN CITY URBAN RENEWAL AGENCY
TAX INCREMENT CALCULATIONS

	ACTUAL 1997-98	ACTUAL 1998-99	ESTIMATED ACTUAL 1999-00	PROJECTED 2000-01
LINCOLN CITY ASSESSED VALUE	639,682,468	668,338,032	708,077,818	739,172,657
LESS: FROZEN BASE AND CITY VALUE OUTSIDE UR DISTRICT	-544,946,119	-565,405,156	-595,361,463	-616,199,114
URBAN RENEWAL ASSESSED VALUE	94,736,349	102,932,876	112,716,355	122,973,543
COMPOSITE TAX RATE	16.7326	16.8779	16.9985	16.90
TAX INCREMENT (BEFORE DEDUCTIONS)	1,585,185	1,737,287	1,916,010	2,078,253
LESS: AMOUNT ESTIMATED NOT TO BE RECEIVED	-129,668	-154,780	-191,601	-207,825
TAX INCREMENT, NET	1,455,517	1,582,507	1,724,409	1,870,428

ACTUAL FY 1997-98	ACTUAL FY 1998-99	BUDGET FY 1999-00	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/00	BUDGET PROPOSED	BUDGET APPROVED	FY 2000-01 ADOPTED
				800-831- URBAN RENEWAL AGENCY TAX INCREMENT FUND				
				REVENUE				
				TAXES				
1,455,517	1,582,507	1,696,464	4101010	Current Property Taxes	1,724,409	1,870,428	1,870,428	1,870,428
33,224	68,078	75,000	4101020	Prior Property Taxes	92,000	95,000	95,000	95,000
1,488,741	1,650,585	1,771,464		TOTAL TAXES	1,816,409	1,965,428	1,965,428	1,965,428
				MISCELLANEOUS REVENUE				
48,483	74,063	59,000	4610001	Interest Allocated	41,700	45,000	45,000	45,000
1,654	2,599	1,000	4610002	Interest Direct	4,000	4,500	4,500	4,500
50,137	76,662	60,000		TOTAL MISCELLANEOUS REVENUE	45,700	49,500	49,500	49,500
				OTHER RESOURCES				
			48010	Bond Proceeds	1,125,000			
		874,052	4890001	Estimated Beginning Balance		682,940	682,940	682,940
47,905	1,586,783		4890010	Beginning Balance	905,686			
47,905	1,586,783	874,052		TOTAL OTHER RESOURCES	2,030,686	682,940	682,940	682,940
1,586,783	3,314,030	2,705,516		**TOTAL RESOURCES**	3,892,795	2,697,868	2,697,868	2,697,868
				EXPENDITURES				
				DEBT SERVICE				
				INTEREST				
0	158,344	65,000	641020	Interest	159,855	187,034	187,034	187,034
				PRINCIPAL				
0	2,250,000	2,250,000	645020	Principal	3,050,000	1,508,333	1,508,333	1,508,333
		390,516	645030	Reserve for Future Years		1,002,501	1,002,501	1,002,501
0	2,408,344	2,705,516		TOTAL DEBT SERVICE	3,209,855	2,697,868	2,697,868	2,697,868
0	2,408,344	2,705,516		**TOTAL EXPENDITURES**	3,209,855	2,697,868	2,697,868	2,697,868
1,586,783	905,686	0		ENDING BALANCE	682,940	0	0	0

		BUDGET FY 1999-00	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/00	BUDGET PROPOSED	BUDGET APPROVED	FY 2000-01 ADOPTED
NEW FUND				800-832- URBAN RENEWAL AGENCY PROPERTY REHABILITATION FUND REVENUE				
		500,000	4801001	Bond Proceeds-Taxable	500,000			
0	0	500,000		TOTAL INTER-GOVERNMENT	500,000	0	0	0
				MISCELLANEOUS REVENUE				
		2,000	4610001	Interest Allocated	15,000	10,000	10,000	10,000
			4650004	Loan Repayments		50,000	50,000	50,000
0	0	2,000		TOTAL MISCELLANEOUS REVENUE	15,000	60,000	60,000	60,000
				OTHER RESOURCES				
			4890001	Estimated Beginning Balance		513,500	513,500	513,500
			4890010	Beginning Balance	0			
0	0	0		TOTAL OTHER RESOURCES	0	513,500	513,500	513,500
0	0	502,000		**TOTAL RESOURCES**	515,000	573,500	573,500	573,500
				EXPENDITURES				
				CAPITAL OUTLAY				
			6340105	Design Consultation		20,000	20,000	20,000
		487,500	6370130	Property Rehabilitation	0	553,500	553,500	553,500
		2,000	6370160	Project Administration				
		12,500	6340305	Bonding Expense	1,500			
0	0	502,000		TOTAL CAPITAL OUTLAY	1,500	573,500	573,500	573,500
0	0	502,000		**TOTAL EXPENDITURES**	1,500	573,500	573,500	573,500
				ENDING BALANCE	513,500	0	0	0

LINCOLN CITY URBAN RENWAL AGENCY

RESOLUTION NO. UR00 - 03

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY, 1999-2000 BUDGET

WHEREAS, the Finance Officer has proposed certain budget appropriation transfers within the funds of the 1999-2000 Lincoln City Urban Renewal budget; and

WHEREAS, changes in Agency needs have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth as follows:

GENERAL FUND

FROM		TO	
Capital Outlay Reserve - Future Years	$ 15,000	Materials & Services Reimbursement to Lincoln City General Fund	$15,000

WHEREAS, it appears to this Urban Renewal Agency that said proposed budget appropriation transfers are appropriate and should be made in

conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for the Lincoln City Urban Renewal Agency 1999-2000 Budget are hereby ratified and approved and the Finance Officer is hereby authorized and directed to make said appropriation transfers.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 26th day of June, 2000.

Dave Humphrey

DAVE HUMPHREY, CHAIRMAN

ATTEST:

Oneita McCalman

ONEITA McCALMAN, CITY RECORDER

RESOLUTION NO. UR00 - 04

A RESOLUTION ACCEPTING AND DISBURSING
OREGON PARKS AND RECREATION DEPARTMENT GRANT

WHEREAS, the amount of **Four Thousand Five Hundred Dollars ($4,500)** has been awarded to the Lincoln City Urban Renewal Agency in the form of a grant by the Oregon State Parks and Recreation Department; and

WHEREAS, ORS 294.326(3) provides that grant funds transferred to a municipal corporation for a specific purpose, although not budgeted, may still be expended after an enactment by the Urban Renewal Agency of a Resolution authorizing and appropriating the expenditure.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF LINCOLN CITY, that the Agency accepts the grant funds and authorizes the expenditure of the unanticipated funds in the amount of **Four Thousand Five Hundred Dollars ($4,500)** and provides matching funds in the amount of **FIVE THOUSAND NINETY FIVE DOLLARS ($5,095)** for the exclusive purpose of doing a historical context statement for the Taft District of Lincoln City.

WHEREAS, said proposed budget appropriations are set forth as follows:

GENERAL FUND

Resources		Expenditures	
Revenues		Materials & Services	
Parks & Rec. Grants	$4500	Taft Historic Grant	$9595
Capital Outlay			
Reserve for Future Yrs	$5095		

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 27th day of November, 2000.

DAVE HUMPHREY, CHAIR

ATTESTED:

ONEITA McCALMAN, CITY RECORDER

RESOLUTION NO. UR00 - 05

A RESOLUTION ACCEPTING AND DISBURSING OREGON DEPARTMENT OF TRANSPORTATION LOCAL STREETS NETWORK GRANT

WHEREAS, the amount of **Three Hundred Eighteen Thousand Dollars ($318,000)** has been awarded to the Lincoln City Urban Renewal Agency in the form of a grant by the Oregon Department of Transportation; and

WHEREAS, ORS 294.326(3) provides that grant funds transferred to a municipal corporation for a specific purpose, although not budgeted, may still be expended after an enactment by the Urban Renewal Agency of a Resolution authorizing and appropriating the expenditure.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF LINCOLN CITY, that the Agency accepts the grant funds and authorizes the expenditure of the unanticipated funds in the amount of **Three Hundred Eighteen Thousand Dollars ($318,000)** for the exclusive purpose of the SW 48th Street project.

WHEREAS, said proposed budget appropriations are set forth as follows:

GENERAL FUND

Resources		Expenditures	
Revenues		Capital Outlay	
Dept. Of Transportation Grants	$318,000	SW 48th Street project	$318,000

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PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 11th day of December, 2000.

Dave Humphrey

DAVE HUMPHREY, CHAIR

ATTESTED:

Oneita McCalman

ONEITA McCALMAN, CITY RECORDER

RESOLUTION NO. UR 2001 - 21

A RESOLUTION THAT THE URBAN RENEWAL AGENCY ATTEMPT TO ACQUIRE CERTAIN PROPERTY IN THE TAFT AREA FOR DEVELOPMENT WITH THE WEATHER STATION PROJECT

WHEREAS, the Taft Redevelopment Plan calls, and the Urban Renewal Agency finds that there is a need, for the development in the Taft area of a family-oriented attraction centered around a high-tech weather station (the Project); and

WHEREAS, the Taft Redevelopment Plan has identified the property identified as Parcels I through IV in Exhibit A attached hereto (the Property) as a potential site for the Project; and

WHEREAS, the Taft area is within the Agency's urban renewal area; and

WHEREAS, Section 601(7) of the Urban Renewal Plan identifies as an urban renewal project the development of a city park that would serve visitors to Lincoln City as well as local citizens; Section 601(17) identifies as an urban renewal project the development of park, recreation, and cultural improvements within the urban renewal area, including acquisition of property for such park, recreation, and cultural facilities; and Section 602(B)(4)(b) provides for Agency acquisition of property where it is determined that the property is needed to provide public improvements and facilities described in Section 601; and Section 602(B)(4)(b) also provides for Agency acquisition of property where it is determined that the property is needed to provide park sites, information plazas, parks, and such other facilities for the benefit of the public which are to be developed by the Agency, the City, or any other public entity; and

WHEREAS, the Agency finds that the Property is needed to provide the facilities for the benefit of the public that would be encompassed in the Project, to be developed by the Agency, the City, or another public entity or entities, if the land can be purchased for a reasonable price; and

WHEREAS, the Agency has the necessary funds to assist in the payment of costs associated with the Project by purchasing land for the Project, if the land can be purchased for a reasonable price;

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

Section 1. The Agency shall attempt to purchase the Property or interests therein, either through negotiations or through bidding at foreclosure, but not through condemnation, for the purpose of development on the Property of a family-oriented attraction centered around a high-tech weather station, the general nature of which is described in the Taft Redevelopment Plan. The City Manager and the Finance Director, or either of them, are authorized to offer or bid such amount for the Property or interests therein as they, or either of them, deem a reasonable price for the Property or interest to be acquired, within the limit of funds available in the Agency's 2000-2001 budget.

Section 2. This Resolution shall be deemed a minor amendment to the Urban Renewal Plan and a copy of Exhibit A shall be assigned an appropriate exhibit number and placed in Part 2 of the Plan.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 14th day of February, 2001.

DAVE HUMPHREY, CHAIR

ATTEST:

ONEITA MCCALMAN, CITY RECORDER

EXHIBIT "A"

PARCEL I:

Lot 10, Block 6, TAFT, in Lincoln County, Oregon.

TOGETHER WITH that portion of Section 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the Northwest corner of Lot 10, Block 6 of TAFT; thence North along the Northerly prolongation of the West line of said Lot 10, 25 feet; thence East parallel with the Northerly line of said Lot 10 to its intersection with the Northerly prolongation of the East line of said Lot 10; thence Southerly along said prolongation to the Northeast corner of said Lot 10; thence West along the North line of Lot 10 to the point of beginning.

PARCEL II:

A tract of land situated in Sections 27 and 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at a point 112 feet South from the quarter corner between said Sections 27 and 34; thence North 209 feet; thence West 209 feet; thence South 209 feet; thence East 209 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying Northerly of the South right of way line of Southwest 50th Street.

PARCEL III:

That part of Government Lot 1, in Section 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the Southeast corner of the premises conveyed by Charles W. Morgan et ux to Charles V. Hickling et ux by deed recorded April 4, 1945 in Book 103, page 398, Deed Records, Lincoln County, Oregon, said point being 112 feet South of the Northeast corner of said Government Lot 1; thence South along the East line of said Government Lot 1 to the North line of Block 6, TAFT; thence West along the North line of said Block 6 to the Northwest corner of Lot 10, Block 6, TAFT, said point also being on the East line of the Harold D. Gates et ux tract, described in Warranty Deed recorded May 23, 1963 in Book 234, page 676, Deed Records, Lincoln County, Oregon; thence North 3 deg. 10' West along the East line of said Gates tract to a point on the South line of the said Hickling premises; thence East along the South line of said Hickling premises to the point of beginning.

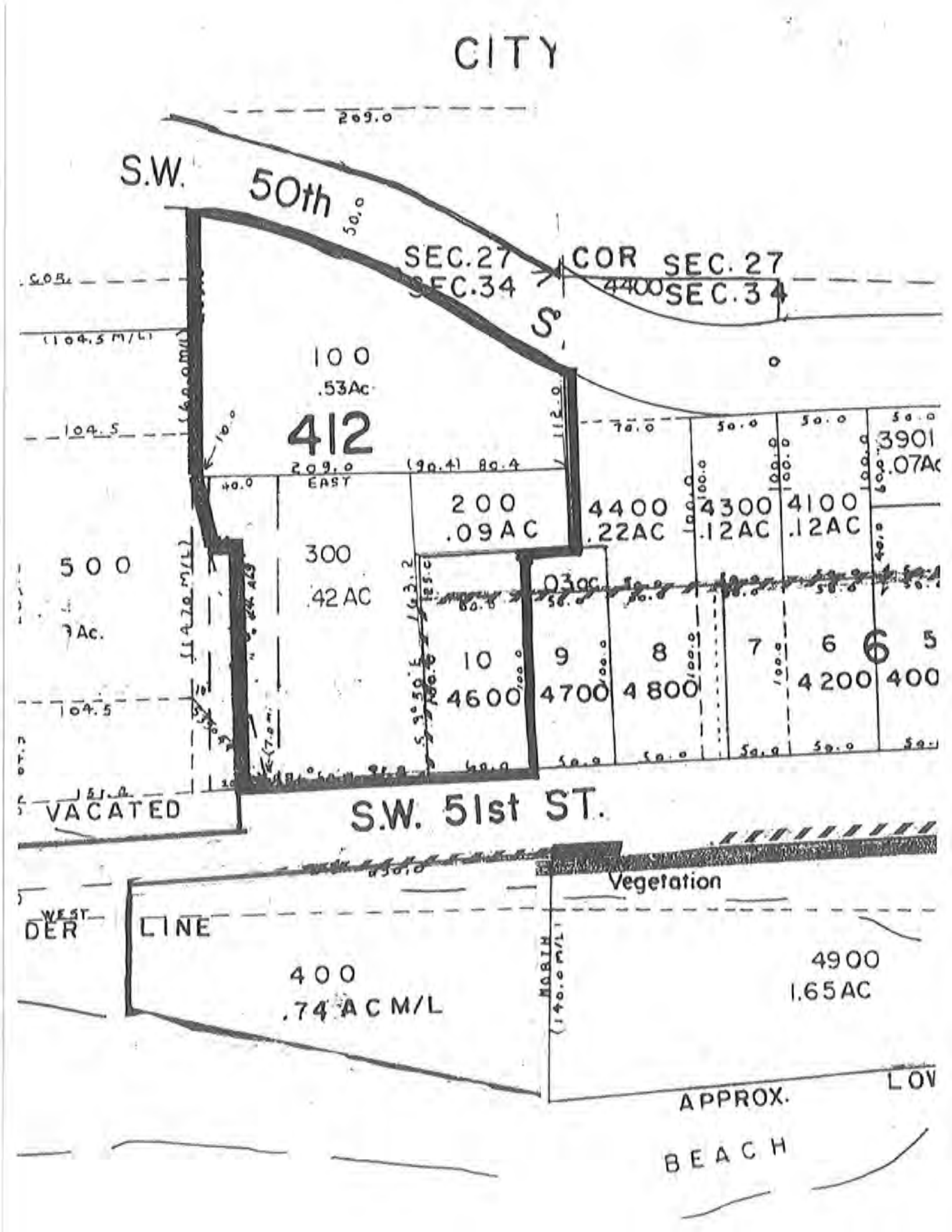
EXCEPTING the South 25 feet of the premises hereinabove described.

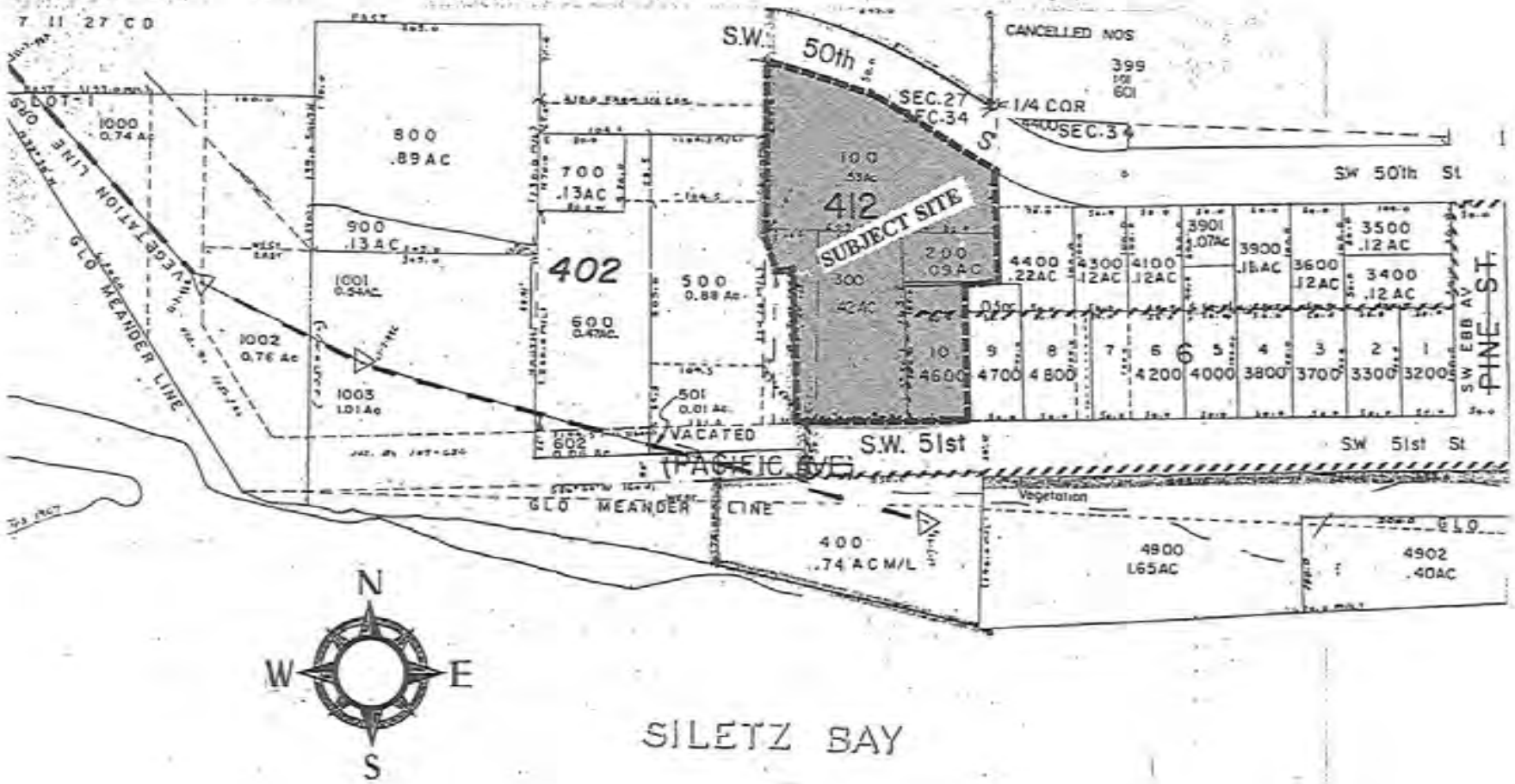
PARCEL IV:

A tract of land situated in the Northeast quarter of the Northwest quarter of Section 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, more particularly described as follows:

Beginning at a point that is 112 feet South and 80.4 feet West of the quarter section corner between Sections 27 and 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, said point also being the Northwest corner of Parcel I as described in the Warranty Deed to Harold D. Gates, recorded October 9, 1970 in Book 21, page 1181, Microfilm Records, Lincoln County, Oregon; thence South 3 deg. 50' East 163.2 feet to the North line of Pacific Avenue; thence South 86 deg. 50' West 111.8 feet along the North line of Pacific Avenue, now known as SW 51st Street, to the center line of former Edgecliff Street (said point also being the Southeast corner of the Don Black et ux tract described in Warranty Deed recorded October 14, 1976 in Volume 69, Page 408, Microfilm Records, Lincoln County, Oregon; thence North 169.74 feet along the East line of said Black tract; thence West 20 feet to the West line of the tract conveyed to Lincoln County by deed recorded in Book 30, Page 175, Deed Records, Lincoln County, Oregon; thence North 15 deg. 04' 34" West 38.46 feet; thence East 128.6 feet, more or less, to the point of beginning.

ACK/ak
Guarantee No. 26531/263017


CITY
209.0
S.W. 50th
50.0
SEC.27
SEC.34
COR SEC. 27
4400 SEC.34
104.5 M/L
100
.53Ac
412
104.5
209.0
(90.4) 80.4
EAST
40.0
200
.09AC
4400
.22AC
4300
.12AC
4100
.12AC
3901
.07Ac
500
Ac.
300
.42 AC
.03ac
10
4600
9
4700
8
4800
7
6
6
4200
400
5
104.5
VACATED
S.W. 51st ST.
Vegetation
WEST
DER
LINE
400
.74 AC M/L
4900
1.65AC
APPROX.
BEACH


7 11 27 CD
LOT 1
1000
0.74 Ac
800
.89 AC
700
.13AC
900
.13 AC
402
600
0.47AC
500
0.88 Ac
501
0.01 Ac.
1001
0.54AC
1002
0.76 Ac
1003
1.01 Ac
602
VACATED
GLO MEANDER LINE
MEANDER LINE
S.W. 50th
SEC.27
SEC.34
1/4 COR
CANCELLED NOS
399
601
SEC.34
SW 50th St
412
SUBJECT SITE
100
.53AC
200
.09AC
300
.12AC
400
.12AC
4400
.22AC
4300
.12AC
4100
.12AC
3901
.07Ac
3900
.15AC
3600
.12AC
3500
.12 AC
3400
.12 AC
Dir
10
4600
9
4700
8
4800
7
6
4200
5
4000
4
3800
3
3700
2
3300
1
3200
SW EBB AV
PINE ST.
S.W. 51st
SW 51st St
(PACIFIC AVE)
Vegetation
400
.74 AC M/L
4900
L65AC
4902
.40AC
N
W
E
S
SILETZ BAY

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR01 - 02

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY ADOPTING BUDGET FOR THE 2001-2002 TAX YEAR AND DIRECTING THE CERTIFICATION OF TAX INCREMENT REVENUE FOR COLLECTION

WHEREAS, the budget for the Urban Renewal Agency of the City of Lincoln City for the fiscal year 2001-2002, commencing July 1, 2001, was approved by the Urban Renewal Budget Committee on May 7, 2001; and

WHEREAS, the Urban Renewal Agency held a Budget Hearing on June 11, 2001; and

WHEREAS, now is the proper time to pass a Resolution adopting the budget, making appropriations, and imposing and categorizing the taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, as follows:

Section 1. That the Urban Renewal Agency of the City of Lincoln City does hereby adopt the budget approved by the Urban Renewal Budget Committee of the City of Lincoln City on May 7, 2001, now on file in the office of the Finance Director of the City of Lincoln City with amendments, if any, approved by the Urban Renewal Agency of the City of Lincoln City on June 11, 2001.

Section 2. That the amounts for the fiscal year beginning July 1, 2001, and for the purposes shown below, are hereby appropriated as follows:

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URBAN RENEWAL AGENCY GENERAL FUND

Personal Services	$ 156,212
Materials & Services	$ 146,450
Capital Outlay	$9,194,749
TOTAL URBAN RENEWAL AGENCY GENERAL FUND	$9,497,411

URBAN RENEWAL AGENCY TAX INCREMENT FUND

Debt Service	$3,262,910
TOTAL URBAN RENEWAL AGENCY TAX INCREMENT FUND	$3,262,910

URBAN RENEWAL AGENCY PROPERTY REHABILITION FUND

Capital Outlay	$ 959,905
TOTAL URBAN RENEWAL PROPERTY REHABILITATION FUND	**$ 959,905**
TOTAL ALL FUNDS	**$13,720,226**

Section 3. That the Urban Renewal Agency of the City of Lincoln City adopts the budget and makes appropriations. The Finance Director of the City of Lincoln City acting on behalf of the Urban Renewal Agency of the City of Lincoln City is directed to certify to the Assessor that the maximum amount of funds that may be raised by dividing the taxes under Section 1c, Article XI of the Oregon Constitution, shall be raised for the Urban Renewal Agency, and that there shall be no additional special levy. This amount is subject to the limits of Section 11b, Article XI of the Oregon Constitution. Attached to this Resolution and made a part hereof, as though fully set out herein, is the Urban Renewal Agency of the City of Lincoln City's budget, approved by the Urban Renewal Budget Committee and adopted by the Urban Renewal Agency for the fiscal year 2001-2002. A copy of the Budget as finally adopted shall be filed with the County Clerk in Newport, Oregon.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 11th day of June 2001.

DAVE HUMPHREY, CHAIR

ATTEST:

ONEITA McCALMAN, CITY RECORDER

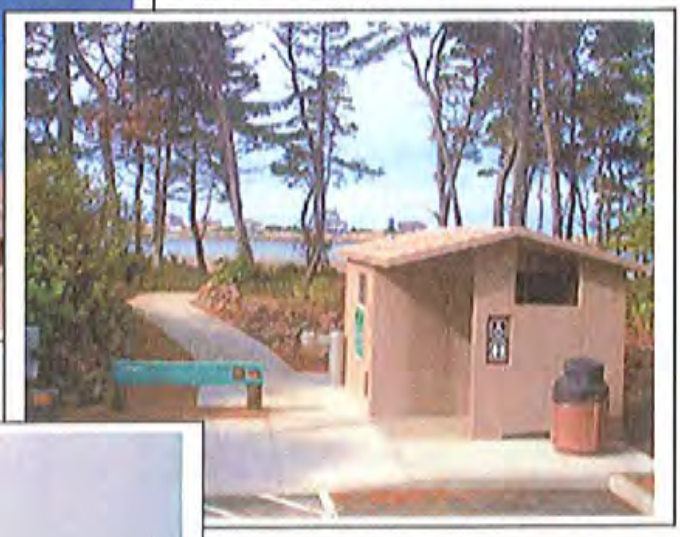
Lincoln City
Urban Renewal Agency

2001-2002
Approved Budget

Nelscott Beach Access



Josephine Young Park



Siletz Bay Park



Kurt Olsen, Director
May, 2001

URBAN RENEWAL AGENCY

PROPOSED BUDGET SCHEDULE

PREPARATION OF 2001-02 BUDGET
CALENDAR OF EVENTS

Jan 2 (Tue) to Feb 5 (Mon). .	Urban Renewal Advisory Board Hears Requests from the Public and Board Members
Mar 5 (Mon)	Presents Final Recommendations to Urban Renewal Director
Mar 6 (Tue) to Mar 30 (Fri) .	Director Prepares Budget Proposals (Numeric and Narrative) to Budget Officer
Apr 2 (Mon) to Apr 20 (Fri) .	Final Data Entry and Compilation by Budget Officer
Apr 13 (Fri).	1st Notice to News Guard
Apr 18 (Wed).	Publish 1st Notice of Budget Committee Meeting
Apr 20 (Fri).	2nd Notice to News Guard
Apr 25 (Wed).	Publish 2nd Notice of Budget Committee Meeting
May 1 (Tues).	Budget materials delivered to Budget Committee
May 7 (Mon)	Budget Committee hearing 5:00 p.m.
June 1 (Fri)	Notice to News Guard
June 6 (Wed)	Publish Notice of Public Hearing
June 11 (Mon).	6 p.m. Public Hearing by Urban Renewal Agency and Resolution Adopting Budget
July 16 (Fri).	Deadline for certification of tax levy to Lincoln County Assessor and Clerk

2001/2002 BUDGET MESSAGE

April 30, 2001

City of Lincoln City

Urban Renewal Agency

Budget Committee:

Enclosed is the 2001/2002 Proposed Budget. This proposal contains an extensive, and perhaps even optimistic capital program. The key construction projects are in the Taft redevelopment. Here the challenges are particularly difficult:

1. Various approvals and actions by ODOT are outside our immediate control and can result in substantial delay. As an example, the acquisition of needed right of way for 48th at Litfin Motor's by ODOT was to be completed in January, and is still a month or two away. Since this project should be completed before 51st, the impact of such a delay can be enormous;

2. Construction of certain projects such as 51st will be delayed until after Labor day to lessen the impact to businesses that rely on visitors. This adds the uncertainty of weather to the project;

3. We will be undertaking our first major utility under-grounding project, where completion will partially depend on the abilities and commitment of the power company.

Due to these uncertainties, we must stay somewhat flexible, and at times consider alternate projects. Outside of Taft, the lack of a Transportation Master Plan (TMP) that meets the State Transportation Planning Rules will continue to be a major obstacle to any work requiring ODOT approval. While we seem to now be on track with ODOT to make the needed changes, completion is expected to be 12-18 months away. The budget includes funding for our second major planning effort (Oceanlake), and here implementation will depend heavily on revision and approval of our TMP.

The projects that we are now undertaking are no longer just the meat and potatoes of asphalt and concrete. They will contain aesthetic elements where by definition we can no longer satisfy everyone's individual taste. The answer is the evolution of a design that considers the wide-ranging views of the stakeholders, and yet articulates a harmonious vision. Not an easy task.

It requires that we develop better processes for the input of the stakeholders and the review by the Agency. And it requires participation by the stakeholders early in the process rather than after completion of design where it can delay projects, or after completion of construction where it only dilutes commitment and enthusiasm. These are crucial to the success of the program not only to keep projects moving forward, but to attract the most essential ingredient for success,

investment of the private sector.

No staffing changes are proposed except the conversion of the secretary from contract to personnel services.

We proposed the borrowing of $4,500,000, probably in the spring of 2002. In the rehabilitation budget, we propose the infusion of another $500,000 in funding.

Respectfully submitted:

David A. Hawker, City Manager/Budget Officer

DEPT	POSITION	SALARY	RANGE	AVE/MONTH	ANNUAL
URBAN RENEWAL					
1	DIRECTOR		4,298	4,298	51,576
1	CONTRACT ADMIN/PROJECT MG	2,627	3,607	3,193	38,316
0.8	SECRETARY	2,430	3,103	1,990	23,875

ACTUAL FY 1998-99	ACTUAL FY 1999-00	BUDGET FY 2000-01	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/01	BUDGET PROPOSED	BUDGET APPROVED	FY 2001-02 ADOPTED
				800-830- URBAN RENEWAL AGENCY GENERAL FUND				
				REVENUE				
				MISCELLANEOUS REVENUE				
245,360	326,939	220,000	4610001	Interest Allocated	323,000	200,000	200,000	
50,000	50,000	322,500	4302080	ODOT/LCDC Grants		322,500	322,500	
0	0		4404350	Deferred Improvement Agreements	5,600	5,600	5,600	
295,360	376,939	542,500		TOTAL MISCELANEOUS REVENUE	328,600	528,100	528,100	0
				OTHER RESOURCES				
0	3,700,000		4801001	Bond Proceeds		4,500,000	4,500,000	
		6,597,795	4890001	Estimated Beginning Balance		4,469,311	4,469,311	
4,681,334	4,243,973		4890010	Beginning Balance	6,703,628			
4,681,334	7,943,973	6,597,795		TOTAL OTHER RESOURCES	6,703,628	8,969,311	8,969,311	0
4,976,694	8,320,912	7,140,295		**TOTAL RESOURCES**	7,032,228	9,497,411	9,497,411	0
				EXPENDITURES				
				PERSONAL SERVICES				
38,737	51,576	87,037	6101100	Salaries	71,055	89,892	89,892	
			6102002	Part-time Employees		23,875	23,875	
				Payroll Taxes, Ins. & Benefits:				
2,963	4,021	6,658	6105011	Fica/Medicare	5,436	8,790	8,790	
332	752	1,161	6105012	Worker's Compensation	920	1,273	1,273	
4,571	6,822	15,474	6106011	Insurance Benefits	10,440	19,171	19,171	
228	291	485	6106012	Life/Disability Insurance	370	506	506	
4,175	6,435	10,859	6106014	Retirement	7,040	12,705	12,705	
51,006	69,897	121,674		TOTAL PERSONAL SERVICES	95,261	156,212	156,212	0
				MATERIALS & SERVICES				
1,366	12,996	25,000	6201119	Contracted Services	28,000	25,000	25,000	
1,790	1,870	1,870	6201151	Auditing	1,920	2,000	2,000	
65	750		6201152	Legal Services		2,500	2,500	
140	686	1,200	6202101	Computer Software	700	1,200	1,200	
352	1,925	1,700	6203020	Telephone	2,400	2,000	2,000	
523	452	1,000	6205001	Legal Notices	1,500	2,000	2,000	
0	0	500	6205003	Printing	500	500	500	
	175	800	6206001	Training	1,200	2,000	2,000	
1,941	817	1,000	6206002	Conferences & meetings	2,500	3,000	3,000	
	1,113	800	6206003	Travel & Subsistence	1,500	2,000	2,000	
744	1,100	1,500	6206005	Memberships & Dues	1,140	1,800	1,800	
	118	200	6209001	Postage & Shipping	100	200	200	
		5,000	6209010	Insurance	960	1,000	1,000	
0	817	5,000	6210010	Project Maintenance	2,860	5,000	5,000	

ACTUAL FY 1998-99	ACTUAL FY 1999-00	BUDGET FY 2000-01	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/01	BUDGET PROPOSED	BUDGET APPROVED	FY 2001-02 ADOPTED
880	1,961	2,500	6211020	Office Equip/Computer Maint	8,000	8,500	8,500	
	1,154	1,500	6220001	Stationary Supplies	500	1,500	1,500	
			6221100	Gasoline, Fuel & Oils		600	600	
		1,100	6221019	Vehicle Maintenance	0	500	500	
3,340	1,702	2,500	6229001	Supplies	4,100	4,000	4,000	
		9,595	6231220	Taft Historic Preservation Grant	4,595	5,000	5,000	
	3,300	15,053	6299120	Re-imbursement to Lincoln Sq Fund	15,053	11,950	11,950	
11,967	16,900	40,000	6299111	Re-imbursement to General Fund	40,000	64,200	64,200	
23,108	47,836	117,818		TOTAL MATERIALS & SERVICES	117,528	146,450	146,450	0
				CAPITAL OUTLAY				
6,542	6,516	4,000	6320001	Office Equipment	4,000	2,000	2,000	
	1,712	2,000	6320201	Other Equipment	1,000	2,000	2,000	
		23,000	6310101	Automobiles	14,000			
8,776	7,510	0	6330201	Building Improvements	11,000			
7,460	1,370	0	6340106	Storm Drain Master Plan	500			
2,755	7,251		6340234	Undergrounding Study				
		27,900	6340109	Geographic Information Sys (GIS)	16,500	10,000	10,000	
500	85	5,000	6340108	Oceanlake Redevelopment	0	240,000	240,000	
		5,000	6340108	Planning Next Village	0			
	26,291	8,000	6340237	Creativity/Event Center Study	17,300			
		40,000	6340111	L City Youth Center Study	35,000			
0	0		6340207	Parking lot construction		75,000	75,000	
0	0		6340209	Other Construction/Sidewalks				
40,867	297,918		6340223	S.E. Inlet				
18,052	20,625	40,000	6340222	Sidewalks (Bard Rd-Spanish Head)	42,000	30,000	30,000	
		364,000	6340222	Construction Phase 1 (Bard Rd-S				
301,818	381		6340224	Sidewalks (West Side Hwy 101)				
			6340233	Sidewalks (Hwy 101- N28th-Logan				
129,799	104,819		6340232	Sidewalks (Hwy 101- NW21st-Harbo				
		45,000	6340208	Sidewalks (SE 9th, Hwy 101-Jetty	45,000	50,000	50,000	
29,069	338,802	100,000	6340212	Signalization	181,306			
10,869	0	0	6340213	S. 32nd St. Improvement				
0	216,698	20,000	6340238	Taft District Feasibility/Econ P	20,000			
		1,200,000	6340238	Taft District	510,000	380,000	380,000	
		125,000	6340205	HWY 101 Taft Paving	43,400			
				SW 51st Design	52,000	50,000	50,000	
				SW 51st Construction		600,000	600,000	
		318,000	6340240	SW 48th Street Extension		368,000	368,000	
		500,000	6340230	Bay Area Sidewalk/Cutler City	200,000	370,000	370,000	
				Schooner Creek Footbridge		145,000	145,000	
		700,000	6340203	Sewer Improvements	700,000			
16,005	82,827		6340206	Storm Drainage	550	50,000	50,000	
				Park Improvements:				
5,241	37,387	50,000	6340225	Cutler City	5,000	25,000	25,000	
10,475	0	40,000	6340226	Canyon Drive Improvements		40,000	40,000	
21,014	159,267	28,000	6340227	Kirtsis Park Restrooms/Building	22,500			
10,561	68,134		6340228	Skateboard Facility	1,072	150,000	150,000	

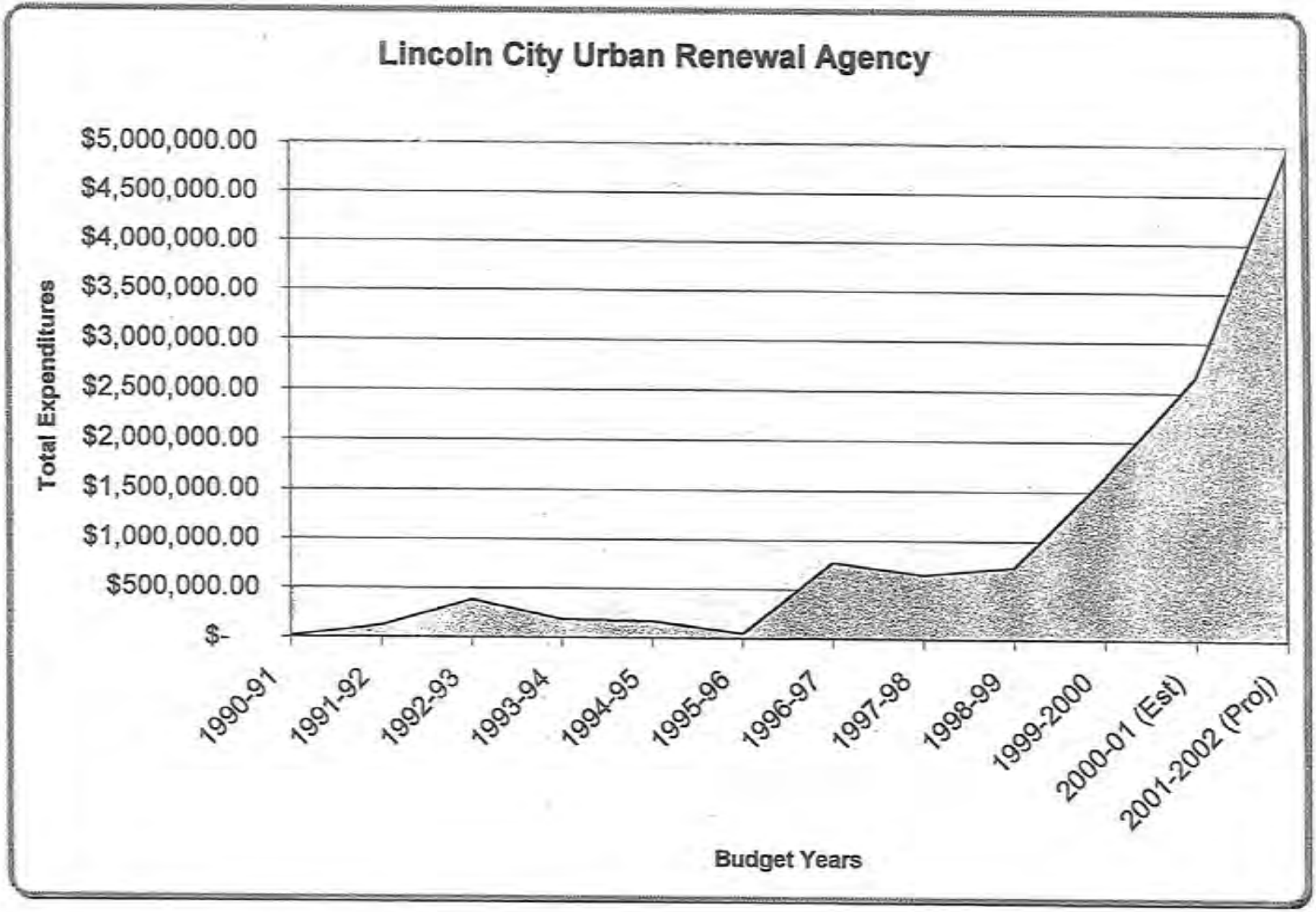
ACTUAL FY 1998-99	ACTUAL FY 1999-00	BUDGET FY 2000-01	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/01	BUDGET PROPOSED	BUDGET APPROVED	FY 2001-02 ADOPTED
				Community Center Improvements		260,000	260,000	
32,928	31,111		6340230	Siletz Bay Park Restroom				
5,250	32,851	60,000	6340231	Josephine Young Park Restroom	55,500			
	3,486	200,000	6340239	NW 15th Beach Access Improvement	205,000			
	42,089		6340240	Nelscott Beach Access Improvemen	12,500			
626	8,421		6340305	Bonding Expense		10,000	10,000	
	4,000	1,000,000	6340401	Land Purchase	155,000	1,600,000	1,600,000	
		1,995,903	6370400	Reserve Agency Approved Projects		4,737,749	4,737,749	
658,607	1,499,551	6,900,803		TOTAL CAPITAL OUTLAY	2,350,128	9,194,749	9,194,749	0
				OTHER DISBURS & EXPENSE				
			6780001	Contingencies				
0	0	0		TOTAL OTHER DISBURS & EXPENSE	0	0	0	0
732,721	1,617,284	7,140,295		**TOTAL EXPENDITURES**	2,562,917	9,497,411	9,497,411	0
4,243,973	6,703,628	0		ENDING BALANCE	4,469,311	0	0	0

LINCOLN CITY URBAN RENEWAL AGENCY
TAX INCREMENT CALCULATIONS

	ACTUAL 1997-98	ACTUAL 1998-99	ACTUAL 1999-00	ESTIMATED ACTUAL 2000-01	PROJECTED 2001-02
LINCOLN CITY ASSESSED VALUE	639,682,468	668,338,032	708,077,818	745,516,106	782,791,911
LESS: FROZEN BASE AND CITY VALUE OUTSIDE UR DISTRICT	-544,946,119	-565,405,156	-595,361,463	-619,475,221	-641,156,854
URBAN RENEWAL ASSESSED VALUE	94,736,349	102,932,876	112,716,355	126,040,885	141,635,057
AVERAGE COMPOSITE TAX RATE	16.7326	16.8779	17.0514	16.4989	16.25
TAX INCREMENT (BEFORE DEDUCTIONS)	1,585,185	1,737,287	1,921,968	2,079,533	2,301,570
LESS: AMOUNT ESTIMATED NOT TO BE RECEIVED	-129,668	-154,780	-172,059	-207,953	-230,157
TAX INCREMENT, NET	1,455,517	1,582,507	1,749,909	1,871,580	2,071,413

ACTUAL FY 1998-99	ACTUAL FY 1999-00	BUDGET FY 2000-01	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/01	BUDGET PROPOSED	BUDGET APPROVED	FY 2001-02 ADOPTED
				800-831- URBAN RENEWAL AGENCY TAX INCREMENT FUND				
				REVENUE				
				TAXES				
1,582,507	1,749,909	1,870,428	4101010	Current Property Taxes	1,871,580	2,071,413	2,071,413	
68,078	99,476	95,000	4101020	Prior Property Taxes	93,200	90,000	90,000	
1,650,585	1,849,385	1,965,428		TOTAL TAXES	1,964,780	2,161,413	2,161,413	0
				MISCELLANEOUS REVENUE				
74,063	44,614	45,000	4610001	Interest Allocated	50,400	45,000	45,000	
2,599	3,804	4,500	4610002	Interest Direct	4,000	4,000	4,000	
76,662	48,418	49,500		TOTAL MISCELLANEOUS REVENUE	54,400	49,000	49,000	0
				OTHER RESOURCES				
		682,940	4890001	Estimated Beginning Balance		1,052,497	1,052,497	
1,586,783	905,686		4890010	Beginning Balance	726,150			
1,586,783	905,686	682,940		TOTAL OTHER RESOURCES	726,150	1,052,497	1,052,497	0
3,314,030	2,803,489	2,697,868		**TOTAL RESOURCES**	2,745,330	3,262,910	3,262,910	0
				EXPENDITURES				
				DEBT SERVICE				
				INTEREST				
158,344	152,339	187,034	641020	Interest	184,500	111,500	111,500	
				PRINCIPAL				
2,250,000	1,925,000	1,508,333	645020	Principal	1,508,333	1,508,333	1,508,333	
				Principal (Prop Rehab)		500,000	500,000	
		1,002,501	645030	Reserve for Future Years		1,143,077	1,143,077	
2,408,344	2,077,339	2,697,868		TOTAL DEBT SERVICE	1,692,833	3,262,910	3,262,910	0
2,408,344	2,077,339	2,697,868		**TOTAL EXPENDITURES**	1,692,833	3,262,910	3,262,910	0
905,686	726,150	0		ENDING BALANCE	1,052,497	0	0	0

	ACTUAL FY 1999-00	BUDGET FY 2000-01	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/01	BUDGET PROPOSED	BUDGET APPROVED	FY 2001-02 ADOPTED
NEW FUND				800-832- URBAN RENEWAL AGENCY PROPERTY REHABILITATION FUND REVENUE				
	500,000		4801001	Bond Proceeds-Taxable		500,000	500,000	
0	500,000	0		TOTAL INTER-GOVERNMENT	0	500,000	500,000	0
				MISCELLANEOUS REVENUE				
	15,700	10,000	4610001	Interest Allocated	22,900	20,000	20,000	
		50,000	4650004	Loan Repayments	8,500	50,000	50,000	
0	15,700	60,000		TOTAL MISCELLANEOUS REVENUE	31,400	70,000	70,000	0
				OTHER RESOURCES				
		513,500	4890001	Estimated Beginning Balance		389,905	389,905	
			4890010	Beginning Balance	513,505			
0	0	513,500		TOTAL OTHER RESOURCES	513,505	389,905	389,905	0
0	515,700	573,500		**TOTAL RESOURCES**	544,905	959,905	959,905	0
				EXPENDITURES				
				CAPITAL OUTLAY				
	732	20,000	6340105	Design Consultation	5,000	15,000	15,000	
		553,500	6370130	Property Rehabilitation	150,000	943,405	943,405	
			6370160	Project Administration				
	1,463		6340305	Bonding Expense		1,500	1,500	
0	2,195	573,500		TOTAL CAPITAL OUTLAY	155,000	959,905	959,905	0
0	2,195	573,500		**TOTAL EXPENDITURES**	155,000	959,905	959,905	0
	513,505	0		ENDING BALANCE	389,905	0	0	0


Lincoln City Urban Renewal Agency
$5,000,000.00
$4,500,000.00
$4,000,000.00
$3,500,000.00
$3,000,000.00
$2,500,000.00
$2,000,000.00
$1,500,000.00
$1,000,000.00
$500,000.00
$-
Total Expenditures
1990-91
1991-92
1992-93
1993-94
1994-95
1995-96
1996-97
1997-98
1998-99
1999-2000
2000-01 (Est)
2001-2002 (Proj)
Budget Years

Urban Renewal Agency
General Fund
800-830-

CAPITAL EXPENDITURES

6320001	Office Equipment	2,000.
	Funds available for office equipment.	
6320201	Other Equipment	2,000.
	Funding for construction and project management equipment such as contractor's level, measuring devices.	
6340108	OceanLake Redevelopment Planning	240,000.
	Planning and design of renovation of OceanLake.	
6340109	Geographic Information System (GIS)	10,000.
	To complete the development of the city's GIS and system maintenance.	
6340206	Storm Drainage	50,000.
	Storm drainage projects identified in the Master Plan update and constructed in conjunction with Public Works.	
6340207	Parking Lot Construction	75,000.
	Identify, purchase as necessary, and continue the placement of strategically located off-street parking lots.	
6340208	SE Ninth Sidewalk Project	50,000.
	Complete construction of new sidewalks from Highway 101 to SE Inlet Avenue on SE Ninth.	

Urban Renewal Agency
General Fund
800-830-

CAPITAL EXPENDITURES (continued)

6340222 Nelscott District Sidewalks (Bard Road - 32nd) 10,000.
Design project identified in previous feasibility study. \ 30,000

XXXXXXX Nelscott District Sidewalks (32nd - Spanish Head) /
Complete design of project identified in previous feasibility study. Construction follow completion and adoption of TMP. 20,000.

6340225 Cutler City Wetlands Interpretive Park 25,000.
Design and construction of gravel parking lot. Carry-over funds for finishing project.

6340226 Park Improvement: Canyon Drive 40,000.
Construction of improved beach access at SW 11th Street.

6340228 Skateboard Facility 150,000.
Improvements to existing facility or design and construct skateboard facility in south end of town.

6340230 Siletz Bay Walk 370,000.
Design and construction of pedestrian amenities along Highway 101 from Siletz Bay Park to Cutler City.

6340233 Wecoma Beach District Sidewalks -0-
Conceptual design for sidewalks in Wecoma Beach.

Urban Renewal Agency
General Fund
800-830-

CAPITAL EXPENDITURES (continued)

6340238 Taft District Renovation 380,000.

Implementation of construction phases of adopted plan.

Funding for priority projects listed. Second Tier projects may be considered in upcoming year.

including:

Priority Projects	Second Tier Projects
Sprint Parking Lot	Heritage Plaza
Central Bay Walk	SW 50th Street
Taft Commons	Wetlands Park
Taft Parkade	Undergrounding 101
	ODOT STIP Project
	Weather Center

XXXXXXX Community Center Improvements 260,000.

Improvements and expansion of community center, including larger fitness center and locker rooms and addition of recreation facility.

XXXXXXX Schooner Creek Footbridge 145,000.

Planning and design of pedestrian footbridge.

6340245 SW 48th Street/Litfin Extension project in Taft.

Design and construction of new city street connection at Hwy in Taft; funding from Network Fund Grant. 368,000.

8340305 Bonding Expenses -0- *10,000

Budget line covers bond original fees, bonding counsel expenses, etc.

Urban Renewal Agency
General Fund
800-830-

CAPITAL EXPENDITURES (continued)

XXXXXX	SW 51st Street Design	50,000
	Funding the completion of the design for the Festive-First Street project.	
XXXXXX	SW 51st Street Construction	600,000
	Funding of the construction of SW 51st Street enhancements.	
8340401	Property Purchase	1,600,000.
	Provides funds for property purchase opportunities during the year.	

LINCOLN CITY URBAN RENWAL AGENCY

RESOLUTION NO. UR2001 - 03

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY, 2000-2001 BUDGET

WHEREAS, the Finance Officer has proposed certain budget appropriation transfers within the funds of the 2000-2001 Lincoln City Urban Renewal budget; and

WHEREAS, changes in Agency needs have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth as follows:

GENERAL FUND

FROM		TO	
Capital Outlay Reserve - Future Years	$ 5,000	Materials & Services Office Equip/Comp Maint.	$ 5,000

WHEREAS, it appears to this Urban Renewal Agency that said proposed budget appropriation transfers are appropriate and should be made in

conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for the Lincoln City Urban Renewal Agency 2000-2001 Budget are hereby ratified and approved and the Finance Officer is hereby authorized and directed to make said appropriation transfers.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 25th day of June, 2001.

DAVE HUMPHREY, CHAIRMAN

ATTEST:

ONEITA McCALMAN, CITY RECORDER

RESOLUTION NO. 2001 - UR 04

A RESOLUTION THAT THE URBAN RENEWAL AGENCY ACQUIRE CERTAIN PROPERTY IN THE TAFT AREA FOR DEVELOPMENT OF THE S. 48TH STREET PROJECT AND OTHER POTENTIAL URBAN RENEWAL PROJECTS

WHEREAS, the Taft Redevelopment Plan calls, and the Urban Renewal Agency finds that there is a need, for the development in the Taft area of the S. 48th Street Project (the Project); and

WHEREAS, the Project will occupy a portion of the property located at 4821 SW Highway 101, Lincoln County Assessor's Map 7-11-27-43, Tax Lots 5100, 5500, and 5600 (the Property), shown on Exhibit A attached hereto; and

WHEREAS, the Taft area is within the Agency's urban renewal area; and

WHEREAS, the portion of the Property not needed for the Project may be usable for a tourist-oriented glass blowing studio that could be operated by the Visitor and Convention Bureau; for a visitor information center operated by the Visitor and Convention Bureau; for an interim family-oriented attraction centered around a high-tech weather station as called for in the Taft area by the Taft Redevelopment Plan; or for a combination thereof; and

WHEREAS, if the portion of the Property not needed for the Project cannot appropriately be used for such a purpose, that portion of the Property can be sold for redevelopment in a manner consistent with the Urban Renewal Plan; and

WHEREAS, the most economic way for the Agency to acquire the portion of the Property needed for the Project is to acquire the entire Property except for a portion to be acquired by the Oregon Department of Transportation (ODOT) for its 101@ 48th Place Street Project; and

WHEREAS, agreements have been negotiated among ODOT, the Agency, and the owners of the Property under which ODOT will acquire the portion of the Property needed for its 101@ 48th Place Street Project and the Agency, if approved by this Resolution, will acquire the balance of the Property; and

WHEREAS, the Project is an approved urban renewal project as described in Sections 601(2), (3), (4), and (16) of the Urban Renewal Plan; Section 601(7) of the Urban Renewal Plan

identifies as an urban renewal project the development of a city park that would serve visitors to Lincoln City as well as local citizens; Section 601(17) identifies as an urban renewal project the development of park, recreation, and cultural improvements within the urban renewal area, including acquisition of property for such park, recreation, and cultural facilities; Section 601(11) identifies as an urban renewal project the development of tourist information plazas; Section 602(B)(4)(b) provides for Agency acquisition of property where it is determined that the property is needed to provide public improvements and facilities described in Section 601; Section 602(B)(4)(b) provides for Agency acquisition of property where it is determined that the property is needed to provide park sites, information plazas, parks, and such other facilities for the benefit of the public which are to be developed by the Agency, the City, or any other public entity; Section 602(B)(4)(d) provides for Agency acquisition of real property within the urban renewal area where the owner wishes to convey title of the property to the Agency by any legal means; and Section 606(A) provides for Agency sale of real property for redevelopment in a manner consistent with the Urban Renewal Plan; and

WHEREAS, the Agency finds that the Property is needed to provide the facilities for the benefit of the public that would be encompassed in the Project; and also for one or more of the other projects identified as possible projects for the portion of the Property not needed for the Project or for eventual resale for redevelopment in a manner consistent with the Urban Renewal Plan; and

WHEREAS, the Agency has the necessary funds to purchase the Property, except for the portion to be acquired by ODOT for the 101@ 48th Place Street Project;

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

Section 1. The Agency shall purchase the Property, except for the portion to be acquired by ODOT for the 101@ 48th Place Street Project, for the purpose of development on the Property of the S. 48th Street Project; and, as to the portion not needed for the Project, for the purpose of development of a tourist-oriented glass blowing studio, a visitor information center, or an interim family-oriented attraction centered around a high-tech weather station, or for a

combination thereof, or if it cannot appropriately be used for one of those purposes for resale for redevelopment in a manner consistent with the Urban Renewal Plan. The City Manager is authorized to offer such amount for the Property as he deems a reasonable price for the Property, within the limit of funds available in the Agency's 2001-2002 budget.

Section 2. This Resolution shall be deemed a minor amendment to the Urban Renewal Plan and a copy of Exhibit A shall be assigned an appropriate exhibit number and placed in Part 2 of the Plan.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 9th day of July, 2001.

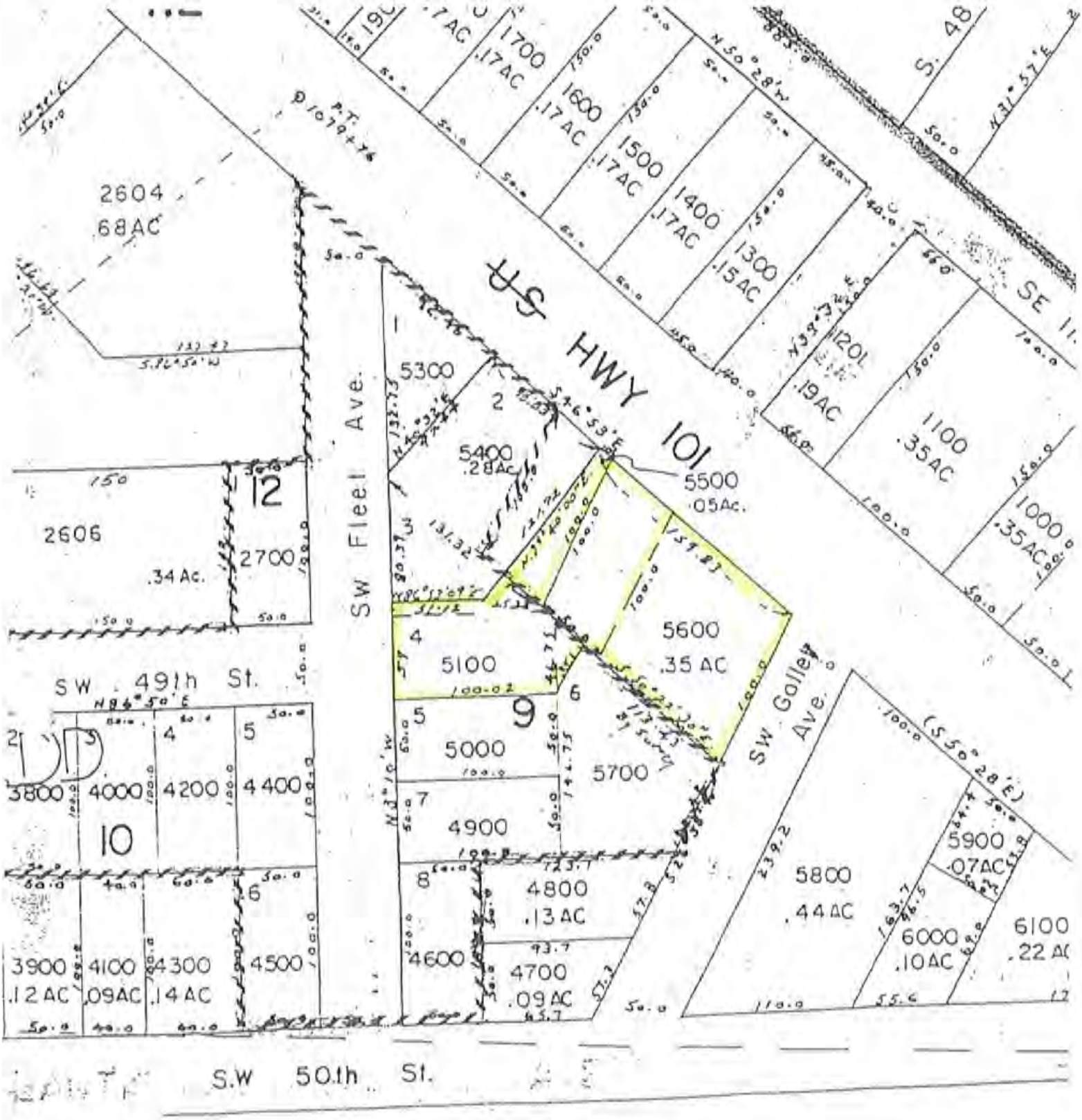
Lori Hollingsworth for Dave Humphrey
vice Chair

DAVE HUMPHREY, CHAIR

ATTEST:

Oneita McCalman

ONEITA MCCALMAN, CITY RECORDER



PARCELS A1 & A2

EX. "A"

RESOLUTION NO. UR01- 05

A RESOLUTION APPROVING A MINOR CHANGE TO THE YEAR 2000 DEVELOPMENT PLAN, SECTION 601

WHEREAS, the Urban Renewal Agency of the City of Lincoln City ("Agency") is prepared to undertake an urban renewal project to underground existing pole mounted utility systems on certain portions of Highway 101 and S. 51st Street, as authorized by Section 601.C.3 of the Year 2000 Development Plan ("Plan"); and

WHEREAS, the Agency has determined that, in order to facilitate the efficient transition of utility services from existing overhead facilities to underground systems, it is in the public interest to participate in funding all or a portion of the cost of connecting private improvements previously served by the overhead facilities to the new underground service in the public rights-of-way; and

WHEREAS, the Plan does not authorize expenditures for design and construction of underground utility services from the new underground utility facilities in the public rights-of-way to such private improvements; and

WHEREAS, Section 1203 of the Plan provides that all amendments or changes to the Plan which are not substantial amendments specified in Section 1203 are considered minor amendments; and

WHEREAS, pursuant to Section 1201, minor plan amendments may be approved by resolution of the Agency.

NOW THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY AS FOLLOWS:

Section 1: Section 601.C.3 is hereby amended to add the following sentence at the conclusion of the existing text:

"Design and construct underground utility facilities necessary to connect private improvements previously served by overhead utility lines to the new underground utility improvements constructed in the public rights-of-way specified in this Section 601.C.3."

APPROVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY this 24th day of September, 2001.

Chair

ATTEST:

City Recorder

UR

RESOLUTION NO. 2002 - 01

A RESOLUTION AMENDING RESOLUTION 2001-01, REGARDING ACQUISITION OF CERTAIN PROPERTY IN THE TAFT AREA FOR DEVELOPMENT WITH THE WEATHER STATION PROJECT, TO REFER TO THE AGENCY'S CURRENT BUDGET

WHEREAS, the Agency on February 5, 2001 adopted Resolution No. 2001-01 determining that the Agency should attempt to purchase certain property (the Property) in the Taft area, or interests therein, either through negotiations or through bidding at foreclosure, but not through condemnation, for the purpose of development on the Property of a family-oriented attraction centered around a high-tech weather station, the general nature of which is described in the Taft Redevelopment Plan; and

WHEREAS, Resolution No. 2001-01 authorized the City Manager and the Finance Director, or either of them, to offer or bid such amount for the Property or interests therein as they, or either of them, deem a reasonable price for the Property or interest to be acquired, within the limit of funds available in the Agency's 2000-2001 budget; and

WHEREAS, the Agency still is attempting to purchase the Property or interests therein, but the 2000-2001 budget year has been completed, it now is the 2001-2002 budget year, and it is possible that the attempts may continue into the 2002-2003 budget year;

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

Section 1. The last sentence of Section 1 of Resolution No. 2001-01 is amended to read: "The City Manager and the Finance Director, or either of them, are authorized to offer or bid such amount for the Property or interests therein as they, or either of them, deem a reasonable price for the Property or interest to be acquired, within the limit of funds available in the Agency's budget as in effect on the date of the offer or bid."

Section 2. This ordinance shall be effective immediately on its adoption by the Agency.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 14th day of January, 2002.

Lori Hollingsworth, CHAIR
1-14-02

ATTEST:

Oneita McCalman
ONEITA MCCALMAN, CITY RECORDER

RESOLUTION NO. UR 02-02.

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON AUTHORIZING A $1,200,000 SHORT TERM URBAN RENEWAL BOND.

WHEREAS the Urban Renewal Agency of the City of Lincoln City is authorized by Article IX, Section 1c and Article XI, Section 11(16) of the Oregon Constitution and Chapter 457 of the Oregon Revised Statutes to issue bonds which are payable from the tax increment revenues of the Year 2000 Development Area; and,

WHEREAS the Agency has previously adopted Resolution No. 00-01, which establishes the terms under which the Agency may issue bonds which are payable from the tax increment revenues of the Year 2000 Development Area; and,

WHEREAS the City of Lincoln City has approved a maximum indebtedness for the Year 2000 Development Area of $43,000,000 and the Agency has previously issued $9,825,000,000 of indebtedness which is subject to the maximum indebtedness limitation, leaving the Agency $33,175,000 of capacity to incur additional indebtedness for the Year 2000 Development Area; and,

WHEREAS, the Agency adopts this Resolution to authorize the issuance of a short term, subordinate bond pursuant to Agency Resolution No. 00-01; now, therefore,

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Definitions.

Unless the context clearly requires otherwise, capitalized terms used in this resolution shall have the meanings defined for those terms in this section, and capitalized terms not defined in this section shall have the meanings defined for those terms in Agency Resolution No. 00-01:

"Agency Official" means the City Manager or the Finance Director of the City or a person designated by the City Manager or Finance Director to act as Agency Official under this Resolution.

"Agency" means the Urban Renewal Agency of the City of Lincoln City.

"2002 Subordinate Bond" means the Series 2002 Short Term Subordinate Urban Renewal Bond which is authorized by Section 4 of this Resolution.

"Resolution" means this Resolution authorizing the 2002 Subordinate Bond.

"Security" means all Tax Increment Revenues which Resolution No. 00-01 permits to be credited to the Subordinate Indebtedness Account, and all proceeds of the 2002 Subordinate Bond.

Section 2. Authorization of Bond.

The Agency hereby authorizes the issuance of the 2002 Subordinate Bond. The 2002 Subordinate Bond shall not be issued in a principal amount of more than $1,200,000, shall mature within six months after it is issued, may bear interest which is includable in gross income under the Internal Revenue Code of 1986, as amended, and shall be issued on the terms established by the Agency Official pursuant to Section 4, below.

Section 3. Security for 2002 Subordinate Bond.

3.1. The 2002 Subordinate Bond shall be a special obligation of the Agency which is payable solely from the Security.

3.2. The Agency hereby irrevocably pledges the Security to pay the 2002 Subordinate Bond. Pursuant to ORS 288.594, the pledge of the Security shall be valid and binding from the time of the 2002 Subordinate Bond is issued. The Security so pledged shall immediately be subject to the lien of such pledge without any physical delivery or further act, and, except as provided in Section 3.3, the lien of the pledge shall be superior to all other claims and liens whatsoever.

3.3. The Tax Increment revenues credited to the Subordinate Indebtedness Account are subject to the prior lien of the Agency's $4,825,000 Year 2000 Development Area Urban Renewal Bonds, Series 2000. The Agency has no other obligations outstanding to which the Security has been pledged.

3.4. The Agency currently has on deposit, and will have on deposit when the 2002 Subordinate Bond is issued, an amount in the Subordinate Indebtedness Account which exceeds $1,200,000. While the 2002 Subordinate Bond is outstanding the Agency covenants not to use amounts in the Subordinate Indebtedness Account for any purpose except payment of the 2002 Subordinate Bond.

3.5. The provisions of this Resolution shall constitute a contract with the owner of the 2002 Subordinate Bond, and shall be enforceable by that owner.

Section 4. Delegation.

The Agency Official is hereby authorized on behalf of the Agency, and without further action by the Agency:

4.1. to establish the maturity date, interest rate and other terms of the 2002 Subordinate Bond;

4.2. to select a purchaser for the 2002 Subordinate Bond, negotiate the terms under which that bond will be sold, enter into a bond purchase agreement describing those terms, and agree to any additional covenants which the Agency Official determines are desirable to obtain favorable terms for the sale of the 2002 Subordinate Bond;

4.3. to redeem the 2002 Subordinate Bond on or prior to its stated maturity date; and,

4.4. to take any other action which is desirable in order to issue, sell, and deliver the 2002 Subordinate Bond in accordance with this Resolution.

ADOPTED this 22nd day of April, 2002.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY Lori Holmgrenworth
Authorized Officer

attest:
Anita McCalman
City Recorder

Exhibit A

No. R-1 $1,200,000

UNITED STATES OF AMERICA
URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY
LINCOLN COUNTY
STATE OF OREGON
2002 SHORT TERM SUBORDINATE URBAN RENEWAL BOND

The Urban Renewal Agency of the City of Lincoln City, Oregon, Oregon (the "Agency"), for value received, acknowledges itself indebted and hereby promises to pay on _____, but solely from the Security, to _____ (the "Owner"), the principal amount of ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000.00) with interest thereon from the date hereof at the rate, as computed on an actual/360 basis, of _____ percent (___%) per annum. Interest is payable at maturity.

This Bond is subject to redemption at the option of the Agency on any date, in whole or in part, and is subject to mandatory redemption in whole on any date upon the occurrence and declaration of an Event of Default (as defined in the Bond Purchase Agreement dated _____, between the Agency and the Owner) by the Owner, at a price of par plus accrued interest under the authority delegated in the Agency's Resolution No. ____ adopted on April 22, 2002, (the "Resolution"). Capitalized terms which are used in this Bond but are not defined in this Bond have the meanings defined for such terms in the Resolution.

THIS BOND IS NOT A GENERAL OBLIGATION OF THE AGENCY OR THE CITY OF LINCOLN CITY, OREGON, AND IS PAYABLE SOLELY FROM THE SECURITY, AS PROVIDED IN THE RESOLUTION.

This Bond is issued by the Agency for the purpose of financing the costs of urban renewal projects within the Year 2000 Development Area, in full and strict accordance and compliance with all of the provisions of the Constitution and Statutes of the State of Oregon.

The Agency has pledged the Security to pay this Bond as provided in the Resolution. The lien of this Bond on the Tax Increment Revenues is subordinate to the lien of the Agency's $4,825,000 Year 2000 Development Area Urban Renewal Bonds, Series 2000, as provided in the Resolution.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that this Bond, and all other obligations of the Agency, are within every debt limitation and other limit prescribed by such Constitution and Statutes.

IN WITNESS WHEREOF, the Agency has caused this bond to be signed by the signature of its Agency Official as of this ____ day of _____.

Urban Renewal Agency of the City of Lincoln City, Lincoln County, Oregon

Lori Hollingsworth

Agency Official

RESOLUTION NO. UR02- 03

A RESOLUTION APPROVING A MINOR CHANGE TO THE YEAR 2000 DEVELOPMENT PLAN, SECTION 601

WHEREAS, the Urban Renewal Agency of the City of Lincoln City ("Agency") is prepared to undertake an urban renewal project to fund all or part of a recreational improvement, specifically the expansion of the Lincoln City Community Center, ("Center") which is located within the urban renewal plan area, as authorized by Section 601.C.17 of the Year 2000 Development Plan ("Plan"); and

WHEREAS, the Agency is required by Section 601.C.17 to make findings of the need for the specific improvement; and

WHEREAS, the Agency finds that the expansion of the Center is included in the updated City Parks Master Plan, adopted by the City Council in May 2001, and that the expansion is needed based on the consultant's analysis, prepared with input from the Parks and Recreation Board, in support of the adoption of the Parks Master Plan; and

WHEREAS, the Agency is required by Section 601.C.17 to determine to what extent it has the necessary funds to pay or assist in the payment of the costs of a recreational improvement; and

WHEREAS, the Agency has therefore determined that the Agency has sufficient funds to assist in the payment of costs associated with the expansion of the Center in that the Agency has sufficient capacity for debt repayment to incur new debt to pay a part of the costs of expansion of the Center; and

WHEREAS, ORS 457.085(j) requires that an urban renewal plan include, "for a project which includes a public building, an explanation of how the building serves or benefits the urban renewal area"; and

WHEREAS, an amendment to the Plan is necessary to include the statement required by ORS 457.085(j) before the Agency proceeds with the project that includes the Center expansion; and

WHEREAS, Section 1203 of the Plan provides that all amendments or changes to the Plan which are not substantial amendments specified in Section 1203 are considered minor amendments; and

WHEREAS, pursuant to Section 1201, minor plan amendments may be approved by resolution of the Agency.

NOW THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY AS FOLLOWS:

Section 1: Section 601.C.17 is hereby amended to add a new subsection 17A. at the conclusion of the existing text:

"17A. **PROJECT AREA BENEFITS FROM EXPANSION OF COMMUNITY CENTER.** Section 402 of this Plan states the Goals and Objectives of the Plan. The expansion of the Lincoln City Community Center will benefit the Urban Renewal Area by contributing to the accomplishment of the following Goals and Objectives:

§402.B.1. - The expansion assists in ensuring that the public recreational facilities within the Urban Renewal Area are adequate to accommodate current and future development. This assistance will come through increasing the range of activities that can be provided at the Community Center, improving the quality of facilities at the Community Center, and increasing the number of persons who can be served at the Community Center. There is a need to increase the number of persons who can be served at the Community Center because the City has grown from 5469 persons to 7480 persons, or a total growth of 37%, since the original construction of the Center. Furthermore, there is substantial vacant land within the Urban Renewal Area, in the area surrounding the Center, that could accommodate additional residences and businesses. In addition, the joint use of the Center by the City schools requires expanded facilities to accommodate growth in the school population.

§402.B.3 - The expansion would encourage expansion and development of businesses that produce jobs for the people of Lincoln City by enhancing publicly

available recreation facilities and attracting those businesses to the Urban Renewal Area that wish to encourage their employees to use fitness facilities. In addition, the expansion would contribute to increased public use of the Urban Renewal Area in general because the Center is a destination drawing visitors from other parts of the City and region. These visitors would patronize businesses in the Urban Renewal Area as a result of their proximity to the Center.

§402.B.2 and 4 - The existence of an expanded Community Center could increase property values by enhancing the public amenities available to nearby businesses and residences, making those nearby properties more valuable. In addition, attractive new construction will enhance the visual appeal of the area to new investment.

§402.B.5 - The Agency will not pay for all the costs of the expansion, therefore the Agency is leveraging its dollars with other public sources.

§402.F. - Expanded recreational facilities will improve the City's economic vitality by increasing the amenities available to employees and residents that could influence a company's location or relocation decision. Anticipated "spin-off" economic effect could include the location of new businesses to the Urban Renewal Area that would benefit from a Community Center nearby."

APPROVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY this 13th day of May, 2002.

Lori Hollingsworth
Chair

ATTEST:
Christa McCalmon
City Recorder

LINCOLN CITY URBAN RENWAL AGENCY

RESOLUTION NO. UR2002 - 04

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY, 2001-2002 BUDGET

WHEREAS, the Finance Officer has proposed certain budget appropriation transfers within the funds of the 2001-2002 Lincoln City Urban Renewal budget; and

WHEREAS, changes in Agency needs have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth as follows:

GENERAL FUND

FROM		TO	
Capital Outlay	$18,000	Personal Services	
Reserve - Future Years		Part-time employees	$6,000
		Overtime	8,000
		Insurance Benefits	1,000
		FICA/Medicare	1,000
		Retirement	2,000

WHEREAS, it appears to this Urban Renewal Agency that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for the Lincoln City Urban Renewal Agency 2001-2002 Budget are hereby ratified and approved and the Finance Officer is hereby authorized and directed to make said appropriation transfers.

This resolution shall be effective upon passage.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 24th day of June, 2002.

Lori Hollingsworth
LORI HOLLINGSWORTH, CHAIR

ATTEST:

Oneita McCalman
ONEITA McCALMAN, CITY RECORDER

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR2002 - 05

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY ADOPTING BUDGET FOR THE 2002-2003 TAX YEAR AND DIRECTING THE CERTIFICATION OF TAX INCREMENT REVENUE FOR COLLECTION

WHEREAS, the budget for the Urban Renewal Agency of the City of Lincoln City for the fiscal year 2002-2003, commencing July 1, 2002, was approved by the Urban Renewal Budget Committee on May 20, 2002; and

WHEREAS, the Urban Renewal Agency held a Budget Hearing on June 24, 2002; and

WHEREAS, now is the proper time to pass a Resolution adopting the budget, making appropriations, and imposing and categorizing the taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, as follows:

Section 1. That the Urban Renewal Agency of the City of Lincoln City does hereby adopt the budget approved by the Urban Renewal Budget Committee of the City of Lincoln City on May 20, 2002, now on file in the office of the Finance Director of the City of Lincoln City with amendments, if any, approved by the Urban Renewal Agency of the City of Lincoln City on June 24, 2002.

Section 2. That the amounts for the fiscal year beginning July 1, 2002, and for the purposes shown below, are hereby appropriated as follows:

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URBAN RENEWAL AGENCY GENERAL FUND

Personal Services	$ 191,617
Materials & Services	$ 424,400
Capital Outlay	$7,268,018
TOTAL URBAN RENEWAL AGENCY GENERAL FUND	**$7,884,035**

URBAN RENEWAL AGENCY TAX INCREMENT FUND

Debt Service	$2,316,461
TOTAL URBAN RENEWAL AGENCY TAX INCREMENT FUND	**$2,316,461**

URBAN RENEWAL AGENCY PROPERTY REHABILITION FUND

Capital Outlay	$ 657,673
TOTAL URBAN RENEWAL PROPERTY REHABILITATION FUND	**$ 657,673**
TOTAL ALL FUNDS	**$10,858,169**

Section 3. That the Urban Renewal Agency of the City of Lincoln City adopts the budget and makes appropriations. The Finance Director of the City of Lincoln City acting on behalf of the Urban Renewal Agency of the City of Lincoln City is directed to certify to the Assessor that the maximum amount of funds that may be raised by dividing the taxes under Section 1c, Article XI of the Oregon Constitution, shall be raised for the Urban Renewal Agency, and that there shall be no additional special levy. This amount is subject to the limits of Section 11b, Article XI of the Oregon Constitution. Attached to this Resolution and made a part hereof, as though fully set out herein, is the Urban Renewal Agency of the City of Lincoln City's budget, approved by the Urban Renewal Budget Committee and adopted by the Urban Renewal Agency for the fiscal year 2002-2003. A copy of the Budget as finally adopted shall be filed with the County Clerk in Newport, Oregon.

Section 4. This resolution shall take effect July 1, 2002.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 24th day of June 2002.

Lori Hollingsworth
LORI HOLLINGSWORTH, CHAIR

ATTEST:

Oneita McCalman
ONEITA McCALMAN, CITY RECORDER

2002/2003 BUDGET MESSAGE

May 13, 2002

City of Lincoln City

Urban Renewal Agency

Budget Committee:

Enclosed is the 2002/2003 Proposed Budget. Expectations should be high as the Agency has now proven, in Taft, the capability of undertaking visionary projects that transform major areas of our community. We now have the team, skills and momentum to advance the Urban Renewal Plan. It is unfortunate that in the next several years the resources will not support all that we can envision. The Agency is now faced with making difficult decisions on which projects to fund.

TAX INCREMENT FUND Property taxes to be collected (Page 5) is projected to decrease due to the decrease in the City's composite tax rate. The composite tax rate is the total of all overlapping taxing districts in the City e.g. School District, City of Lincoln City, North Lincoln Fire & Rescue, etc. The City is levying $610,000 less taxes due to the retirement of 2 bond issues. This will reduce the composite tax rate from $16.28 to approx $15.28 per $1000 of assessed valuation. Urban Renewal taxes are calculated by multiplying the composite tax rate times the assessed valuation in the district.

The last payment on the 1999 Urban Renewal bond issue will be made in fiscal year 2002-03. A new financing is proposed of $5,000,000 (Page1) of construction funds and $300,000 (Page7) of additional funds for the Property Rehabilitation program.

VILLAGES We are now in the middle of the OceanLake planning process, and it appears that the Agency will face a very difficult decision regarding the future of Highway 101. Once the Plan is adopted, we can concentrate on selecting projects, then begin design and construction. The budget provides adequate resources for us to complete the OceanLake plan, select initial projects, and complete engineering design.

This year we have undertaken extensive work in Taft. I recommend that we target 2002-03 to reach substantial completion of the Taft plan. I do so for several reasons. It is the only area where we have an approved plan, and designated projects. I also suggest that Taft still has momentum and our concentration, and that those will be greatly diminished once we move on to implementation in OceanLake. With the completion of the projects proposed, Taft will have the critical mass of infrastructure and appearance to attract the private investment so needed to achieve overall success.

LAND PURCHASE Over the last year, the Agency has been presented with many possibilities for land acquisition that would advance the objectives of the Urban Renewal Plan. I believe the Agency has been wise in reviewing those options and proceeding cautiously. Several of the possibilities remain, and others will become more apparent after the OceanLake plan is adopted.

The budget contains $500,000, which is quite modest, but could be increased if excellent opportunities are found.

PERSONNEL SERVICES We are requesting increasing the departmental secretary from 80% to 100%.

CAPITAL OUTLAY Here is a brief description of the major projects proposed:

6340234	Taft Highway 101 Undergrounding Carry-over funds to complete the undergrounding of overhead utilities in the Taft Core.
6340109	Geographic Information System - Cooperative funding for GIS with Public Works and Planning. Reimbursement to County for GIS mapping efforts
6340108	Oceanlake Redevelopment Plan Carry over funds for the completion of Urban Design Studio OceanLake Redevelopment Plan.
6340108	OceanLake District Redevelopment. Funds for the design and engineering of OceanLake Redevelopment Plan initial projects to be determined
Pending	City-Wide Economic Development Study.
6340233	Sidewalks - North Gap Design and/or construction cost for Public Works sidewalk project between Mazatlan Restaurant and Circle K. Also for sidewalk design on east side, south of Holmes Road.
	Taft Highway 101 Sidewalks Carry-over reimbursement funding to replace sidewalks and install historic lighting as part of the ODOT STIP Project.
Pending	Middle Baywalk Funds to begin the permitting process to construct final baywalk section from Siletz Bay Lodge to Waters Edge.
Pending	Central Baywalk Carry-over funds to complete the design and acquire easements for the baywalk from Schooner Creek Bridge north.
6340230	Bay Area Sidewalk/Viewpoint Project Carry-over funds for the completion of design and permits for construction of pedestrian walkway along Highway 101 from Schooner Creek Bridge into Cutler City.
6340238	Taft District Redevelopment Plan- Completion of design plans for remaining Taft projects. SW 50th Street, Fleet Ave., Wetlands Park, SW Galley Ave.
Pending	Glass Foundry - Funds for the building improvements. (Equipment costs are in the VCB budget)

6340246	Festive First Street Project Carry-over funds for the completion of the Festive-First Street project on SW 51st Street.
6340226	Canyon Drive Park Carry-over funds to complete a Parks Department project at Canyon Drive Park, including increased parking.
6340228	Kirtsis Skate Park II Carry-over funds to complete a Parks Department project at Kirtsis Park, including covered skate park addition.

COMMUNITY CENTER The current budget includes approximately $500,000 for Phase I improvements to the Community Center. In the design process, it became apparent that there is considerable merit in considering a more extensive renovation and expansion at a total cost of approximately $1,500,000. Existing funding from the General and Parks SDC Funds are not adequate to support this additional expenditure. We have received a legal opinion that with minor modifications to our Plan, Urban Renewal could pay this additional amount. The other obvious alternative is a general obligation/property tax approved by the voters, say in November.

My recommendation is that the measure be taken to the voters. I do not believe that Urban Renewal can fund this additional $1,000,000 without sacrificing expenditures that more directly further the objectives of the Plan. Certainly the renovation and expansion of the Community Center is an excellent project, and one that would serve many more residents of all ages and interests. The resulting facility would measurably improve the quality of life for our residents. It would also offer an excellent "rainy day" activity for many visitors, and for this reason, UR is an existing participant in the funding. Nevertheless, this is a close call, and a decision either way can be strongly justified.

FOUR YEAR PROJECTION Under separate cover, we are providing you with a 4 year revenue and expense projection. Increasingly, it is impossible to look at Urban Renewal for a single year, and this projection will help. Please keep in mind that the longer we try to project into the future, the greater the ambiguity.

Respectfully submitted:

David A. Hawker, City Manager/Budget Officer

ACTUAL FY 1999-00	ACTUAL FY 2000-01	BUDGET FY 2001-02	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/02	BUDGET PROPOSED	BUDGET APPROVED	FY 2002-03 ADOPTED
				800-830- URBAN RENEWAL AGENCY				
				GENERAL FUND				
				REVENUE				
				MISCELLANEOUS REVENUE				
326,939	329,421	200,000	4610001	Interest Allocated	122,000	80,000	80,000	80,000
50,000		322,500	4302080	ODOT/LCDC Grants	327,000			
	2,613	5,600	4404350	Deferred Improvement Agreements	7,500	3,300	3,300	3,300
376,939	332,034	528,100		TOTAL MISCELANEOUS REVENUE	456,500	83,300	83,300	83,300
				OTHER RESOURCES				
3,700,000		4,500,000	4801001	Bond Proceeds	1,200,000	5,000,000	5,000,000	5,000,000
		4,469,311	4890001	Estimated Beginning Balance		2,750,735	2,750,735	2,800,735
4,243,973	6,703,628		4890010	Beginning Balance	4,721,100			
7,943,973	6,703,628	8,969,311		TOTAL OTHER RESOURCES	5,921,100	7,750,735	7,750,735	7,800,735
8,320,912	7,035,662	9,497,411		**TOTAL RESOURCES**	6,377,600	7,834,035	7,834,035	7,884,035
				EXPENDITURES				
				PERSONAL SERVICES				
51,576	71,329	89,892	6101100	Salaries	88,500	124,584	124,584	124,584
		23,875	6102002	Part-time Employees	28,500			
	411		6103012	Overtime	4800	4800	4800	4800
				Payroll Taxes, Ins. & Benefits:				
4,021	5,488	8,790	6105011	Fica/Medicare	9,300	9,898	9,898	9,898
752	919	1,273	6105012	Worker's Compensation	1,700	1,710	1,710	1,710
	1,099		6105013	Unemployment Reimbursement				
6,822	10,438	19,171	6106011	Insurance Benefits	19,900	31,813	31,813	31,813
291	370	506	6106012	Life/Disability Insurance	490	698	698	698
6,435	6,435	12,705	6106014	Retirement	13,500	18,114	18,114	18,114
69,897	96,489	156,212		TOTAL PERSONAL SERVICES	166,690	191,617	191,617	191,617
				MATERIALS & SERVICES				
12,996	29,723	25,000	6201119	Contracted Services	10,500	30,000	30,000	30,000
1,870	1,920	2,000	6201151	Auditing	2,730	4,500	4,500	4,500
750		2,500	6201152	Legal Services	5,000	5,000	5,000	5,000

ACTUAL FY 1999-00	ACTUAL FY 2000-01	BUDGET FY 2001-02	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/02	BUDGET PROPOSED	BUDGET APPROVED	FY 2002-03 ADOPTED
				800-830- URBAN RENEWAL AGENCY				
				GENERAL FUND				
686	521	1,200	6202101	Computer Software	200	1,200	1,200	1,200
1,925	2,129	2,000	6203020	Telephone	3,500	3,500	3,500	3,500
452	1,081	2,000	6205001	Legal Notices	1,100	1,500	1,500	1,500
	152	500	6205003	Printing	510	1,000	1,000	1,000
175	1,191	2,000	6206001	Training		2,000	2,000	2,000
817	2,446	3,000	6206002	Conferences & meetings	2,500	3,000	3,000	3,000
1,113	2,182	2,000	6206003	Travel & Subsistence	500	2,000	2,000	2,000
1,180	1,140	1,800	6206005	Memberships & Dues	1,800	2,000	2,000	2,000
118	58	200	6209001	Postage & Shipping	700	200	200	200
	960	1,000	6209010	Insurance	3,000	3,600	3,600	3,600
817	3,295	5,000	6210010	Project Maintenance	1,500	5,000	5,000	5,000
1,961	8,491	8,500	6211020	Office Equip/Computer Maint.	7,000	7,000	7,000	7,000
1,154	330	1,500	6220001	Stationary Supplies	500	1,500	1,500	1,500
		600	6221001	Gasoline, Fuel & Oils	540	600	600	600
		500	6221019	Vehicle Maintenance		500	500	500
1,702	5,067	4,000	6229001	Supplies	2,000	3,000	3,000	3,000
	3,076	5,000	6231220	Taft Historic Preservation Grant	1,900			
3,300	15,053	11,950	6299120	Re-imbursement to Lincoln Sq Fund	11,950	12,800	12,800	12,800
			6299271	Re-imbursement Parks Dev Fund		260,000	260,000	260,000
16,900	40,000	64,200	6299111	Re-imbursement to General Fund	64,200	74,500	74,500	74,500
47,836	118,815	146,450		TOTAL MATERIALS & SERVICES	121,630	424,400	424,400	424,400
				CAPITAL OUTLAY				
6,516	4,147	2,000	6320001	Office Equipment	500	3,000	3,000	3,000
1,712		2,000	6320201	Other Equipment	600	2,000	2,000	2,000
	19,668		6310101	Automobiles				
7,510	9,010		6330201	Building Improvements	1,500			
1,370	415		6340106	Storm Drain Master Plan				
7,251			6340234	Undergrounding (Taft)	50,000	700,000	700,000	700,000
	20,610	10,000	6340109	Geographic Information Sys (GIS)	34,200	10,000	10,000	10,000
85	183	240,000	6340108	Oceanlake Redevelopment	170,000	200,000	200,000	200,000
26,291	17,293		6340237	Creativity/Event Center Study				
	33,984		6340111	L City Youth Center Study				
			6340104	Economic Development Study		55,000	55,000	55,000
	4,437	75,000	6340207	Parking lot construction	94,500			
			6340209	Other Construction/Sidewalks				

ACTUAL FY 1999-00	ACTUAL FY 2000-01	BUDGET FY 2001-02	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/02	BUDGET PROPOSED	BUDGET APPROVED	FY 2002-03 ADOPTED
				800-830- URBAN RENEWAL AGENCY				
				GENERAL FUND				
297,918			6340223	S.E. Inlet				
20,625	41,698	30,000	6340222	Sidewalks (Bard Rd-Spanish Head)	3,000			
			6340222	Construction Phase 1 (Bard Rd-Span Hd)				
381			6340224	Sidewalks (West Side Hwy 101)				
			6340233	Sidewalks (North Gap)		50,000	50,000	50,000
104,819			6340232	Sidewalks (Hwy 101- NW21st-Harbor)				
	27,249	50,000	6340208	Sidewalks (SE 9th, Hwy 101-Jetty)	75,500			
			6340208	Sidewalks (Taft/Hwy 101)		255,000	255,000	255,000
			6340254	Middle Baywalk (52nd-Mo's)		10,000	10,000	10,000
			6340255	Central Baywalk (Bridge-52nd)		20,000	20,000	20,000
			6340230	Siletz Baywalk (Bridge- Cutler city)		20,000	20,000	20,000
338,802	181,306		6340212	Signalization				
			6340213	S. 32nd St. Improvement				
216,698			6340238	Taft District Feasibility/Econ Plan				
	521,353	380,000	6340238	Taft District Streets/Parking	35,000	690,000	690,000	690,000
			6330201	Glass Studio Building		175,000	175,000	175,000
	43,380		6340205	HWY 101 Taft Paving				
	18860	50,000	6340246	SW 51st Design				
		600,000	6340246	SW 51st Construction	1,900,000	300,000	300,000	300,000
	8174	368,000	6340245	SW 48th Street Extension	368,000			
		370,000	6340230	Bay Area Sidewalk/Cutler City	50,000			
		145,000	6340247	Schooner Creek Footbridge				
	700,000		6340203	Sewer Improvements				
82,827		50,000	6340206	Storm Drainage				
				Park Improvements:				
37,387		25,000	6340225	Cutler City				
		40,000	6340226	Canyon Drive Improvements		50,000	50,000	50,000
159,267	18,359		6340227	Kirtsis Park Restrooms/Building				
66,134	1,073	150,000	6340228	Skateboard Facility	50,000	100,000	100,000	150,000
		260,000	6330101	Community Center Improvements				
31,111	117,830		6340230	Siletz Bay Park Restroom				
32,851	44,916		6340231	Josephine Young Park Restroom				
3,486	234,544		6340239	NW 15th Beach Access Improvements	3,245			
42,089	12,540		6340240	Nelscott Beach Access Improvements				
8,421		10,000	6340305	Bonding Expense	2,500	10,000	10,000	10,000
4,000	18,229	1,600,000	6340401	Land Purchase	500,000	500,000	500,000	500,000
		4,737,749	6370400	Reserve Agency Approved Projects		4,068,018	4,068,018	4,068,018

ACTUAL FY 1999-00	ACTUAL FY 2000-01	BUDGET FY 2001-02	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/02	BUDGET PROPOSED	BUDGET APPROVED	FY 2002-03 ADOPTED
				800-830- URBAN RENEWAL AGENCY				
				GENERAL FUND				
1,499,551	2,099,258	9,194,749		TOTAL CAPITAL OUTLAY	3,338,545	7,218,018	7,218,018	7,218,018
				OTHER DISBURS & EXPENSE				
			5780001	Contingencies				
				TOTAL OTHER DISBURS & EXPENSE				
1,617,284	2,314,562	9,497,411		**TOTAL EXPENDITURES**	3,626,865	7,834,035	7,834,035	7,834,035
6,703,628	4,721,100			ENDING BALANCE	2,750,735	0	0	0

Lincoln City Urban Renewal Agency
Tax Increment Calculations

	Actual 1997-98	Actual 1998-99	Actual 1999-00	Actual 2000-01	Estimated Actual 2001-02	Projected 2002-03
Lincoln City Taxable Assessed Value	639,682,468	668,338,032	708,077,818	745,516,106	769,009,560	793,617,865
Less: Frozen Base and Taxable Value Outside the Urban Renewal Boundaries	544,946,119	565,405,156	595,361,463	619,475,221	638,947,588	659,393,911
Urban Renewal Assessed Value	94,736,349	102,932,876	112,716,355	126,040,885	130,061,972	134,223,954
Average Composite Tax Rate	$16.7326	$16.8779	$17.0514	$16.4989	$16.2804	$15.2800
Tax Increment	1,585,185	1,737,287	1,921,968	2,079,533	2,117,409	2,050,942
Less: Estimated Amount Not To Be Received	129,668	154,780	172,059	190,569	196,009	205,094
Estimated Taxes To Be Collected	$1,455,517	$1,582,507	$1,749,909	$1,888,964	$1,921,400	$1,845,848

ACTUAL FY 1999-00	ACTUAL FY 2000-01	BUDGET FY 2001-02	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/02	BUDGET PROPOSED	BUDGET APPROVED	FY 2002-03 ADOPTED
				800-631- URBAN RENEWAL AGENCY				
				TAX INCREMENT FUND				
				REVENUE				
				TAXES				
1,749,909	1,888,964	2,071,413	4101010	Current Property Taxes	1,921,400	1,845,848	1,845,848	1,845,848
99,476	106,457	90,000	4101020	Prior Property Taxes	110,000	120,000	120,000	120,000
1,849,385	1,995,421	2,161,413		TOTAL TAXES	2,031,400	1,965,848	1,965,848	1,965,848
				MISCELLANEOUS REVENUE				
44,614	56,849	45,000	4610001	Interest Allocated	32,000	15,000	15,000	15,000
3,804	4,205	4,000	4610002	Interest Direct	2,200	2,000	2,000	2,000
48,418	61,054	49,000		TOTAL MISCELLANEOUS REVENUE	34,200	17,000	17,000	17,000
				OTHER RESOURCES				
		1,052,497	4890001	Estimated Beginning Balance		333,613	333,613	333,613
905,586	726,150		4890010	Beginning Balance	1,088,546			
905,586	726,150	1,052,497		TOTAL OTHER RESOURCES	1,088,546	333,613	333,613	333,613
2,803,489	2,782,625	3,262,910		**TOTAL RESOURCES**	3,154,146	2,316,461	2,316,461	2,316,461
				EXPENDITURES				
				DEBT SERVICE				
				INTEREST				
152,339	185,746	111,500	6410201	Interest	112,200	149,500	149,500	149,500
				PRINCIPAL				
1,925,000	1,508,333	1,508,333	6450201	Principal	1,508,333	1,508,333	1,508,333	1,508,333
		500,000		Principal	1,200,000	300,000	300,000	300,000
		1,143,077	6450301	Reserve for Future Years		358,628	358,628	358,628
2,077,339	1,694,079	3,262,910		TOTAL DEBT SERVICE	2,820,533	2,316,461	2,316,461	2,316,461
2,077,339	1,694,079	3,262,910		**TOTAL EXPENDITURES**	2,820,533	2,316,461	2,316,461	2,316,461
726,150	1,088,546			ENDING BALANCE	333,613	0	0	0

ACTUAL FY 1999-00	ACTUAL FY 2000-01	BUDGET FY 2001-02	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/02	BUDGET PROPOSED	BUDGET APPROVED	FY 2002-03 ADOPTED
				800-832- URBAN RENEWAL AGENCY				
				PROPERTY REHABILITATION FUND				
				REVENUE				
				MISCELLANEOUS REVENUE				
15,700	23,313	20,000	4610001	Interest Allocated	10,500	6,000	6,000	6,000
	7,446	50,000	4650004	Loan Repayments	25,500	42,000	42,000	42,000
15,700	30,759	70,000		TOTAL MISCELLANEOUS REVENUE	36,000	48,000	48,000	48,000
500,000		500,000	4801001	Bond Proceeds-Taxable		300,000	300,000	300,000
		389,905	4890001	Estimated Beginning Balance		309,673	309,673	309,673
	513,505		4890010	Beginning Balance	426,673			
500,000	513,505	889,905		TOTAL OTHER RESOURCES	426,673	609,673	609,673	609,673
515,700	544,264	959,905		**TOTAL RESOURCES**	462,673	657,673	657,673	657,673
				EXPENDITURES				
				CAPITAL OUTLAY				
732	3,002	15,000	6340105	Design Consultation	3,000	15,000	15,000	15,000
	114,589	943,405	6370130	Property Rehabilitation	150,000	641,173	641,173	641,173
			6370160	Project Administration				
1,463		1,500	6340305	Bonding Expense		1,500	1,500	1,500
2,195	117,591	959,905		TOTAL CAPITAL OUTLAY	153,000	657,673	657,673	657,673
2,195	117,591	959,905		**TOTAL EXPENDITURES**	153,000	657,673	657,673	657,673
513,505	426,673			ENDING BALANCE	309,673	0	0	0

Lincoln City Urban Renewal Agency
Annual Budget
Salaries
2002-2003

Positions	No. of Positions	Salary Range	Average Monthly Salary	Annual Budgeted Salary
Director	1	$ 3769/4811	$ 4,363	$ 52,356
Contract Admin/Project Manager	1	$ 2869/3661	$ 3,162	$ 37,944
Secretary	1	$ 2466/3150	$ 2,857	$ 34,284
				$ 124,584

RESOLUTION NO. UR 02-06

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON AUTHORIZING URBAN RENEWAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NO MORE THAN $5,000,000.

WHEREAS the Urban Renewal Agency of the City of Lincoln City is authorized to issue bonds payable from the tax increment revenues of the Year 2000 Development Area; and,

WHEREAS the City of Lincoln City has chosen Option One for the Year 2000 Development Area as provided in ORS 457.435(2)(a), and is authorized to impose the Special Levies described in ORS 457.435(2)(a); and,

WHEREAS the City of Lincoln City has approved a maximum indebtedness for the Year 2000 Development Area of $43,000,000; the Agency has previously issued $9,325,000 of long term indebtedness and $1,700,000 of short term indebtedness which are subject to the maximum indebtedness limitation, and there is no other indebtedness outstanding for the Year 2000 Development Area to which the maximum indebtedness limitation applies, leaving the Agency $31,975,000 of capacity (excluding refinancings) to incur indebtedness for the Year 2000 Development Area; and,

WHEREAS, the Agency adopts this Resolution to authorize the issuance of bonds which are payable from the Tax Increment Revenues of the Year 2000 Development Area in a principal amount of not more than $5,000,000, and to provide the terms under which future urban renewal indebtedness may be issued; now, therefore,

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Definitions.

Unless the context clearly requires otherwise, the following terms shall have the following meanings:

"Actual Tax Increment Collections" means the amounts of the Tax Increment Revenues actually received by the Agency in a Fiscal Year.

"Agency Official" means the City Manager or the Finance Director of the City or a person designated by the City Manager or Finance Director to act as Agency Official under this Resolution.

"Agency" means the Urban Renewal Agency of the City of Lincoln City.

"Annual Debt Service" means the amount scheduled to be paid in a Fiscal Year of principal and interest and premium, if any, on any outstanding Bonds, reduced by the amount of any Bond interest which is scheduled to be paid from Bond proceeds.

"Area" means the City's Year 2000 Development Area described in the Plan, and all additions thereto.

"Bank" means Bank of America, N.A.

"Bonds" means the Series 2000 Bonds, the Series 2002 Bonds and any Parity Indebtedness.

"City" means the City of Lincoln City, Oregon.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collection Deficiency" means the amount (if any) by which 110% of the Annual Debt Service for a Fiscal Year exceeds the Actual Tax Increment Collections for that Fiscal Year.

"Divide the Taxes Revenues" means the amount of taxes calculated based on the increase in value of property in the Area which are payable to the Agency as permitted by Article IX, Section 1c of the Oregon Constitution.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or as otherwise defined by Oregon law.

"Government Obligations" means direct, noncallable obligations of the United States, or obligations the principal of and interest on which are fully secured and unconditionally guaranteed by the United States.

"Maximum Annual Debt Service" means the greatest Annual Debt Service, calculated on all Bonds which are Outstanding on the date of calculation.

"Parity Indebtedness" means obligations issued in compliance with Section 5 of this Resolution which are secured by a lien on, and pledge of, the Security which is on a parity with the lien on, and pledge of, the Security which secures the Series 2002 Bonds.

"Permitted Investments" means any investments in which the Agency is authorized to invest surplus funds under the laws of the State of Oregon.

"Plan" means the Agency's Year 2000 Development Plan approved by City Ordinance No. 88-16, as that plan has been, and may in the future be, amended.

"Reserve Requirement" means the lesser of Maximum Annual Debt Service on all Outstanding Bonds or the amount described in the next sentence. If, at the time of issuance of a Series of Bonds, the amounts required to be added to the Bond Reserve Account to make the balance in the Bond Reserve Account equal to the Maximum Annual Debt Service exceeds the Tax Maximum calculated with respect to that Series, then the Reserve Requirement means the Reserve Requirement in effect immediately before the issuance of that Series of Bonds (calculated as if that Series of Bonds were not Outstanding), plus the Tax Maximum for the Series of Bonds.

"Resolution" means this Resolution authorizing the Series 2002 Bonds, as it may be amended from time to time pursuant to Section 6.

"Security" means all Tax Increment Revenues, all amounts in the Tax Increment Fund (including earnings on amounts in the Tax Increment Fund), and (for the Series 2002 Bonds only) all proceeds of the Series 2002 Bonds.

"Series 2000 Bonds" means the Agency's Year 2000 Development Area Urban Renewal Bonds, Series 2000 in the original aggregate principal amount of $4,825,000 which were authorized by Agency Resolution No. UR 00-01.

"Series 2002 Bonds" means the Agency's Year 2000 Development Area Urban Renewal Bonds, Series 2002 which are authorized by Section 9 of this Resolution.

"Series 2002 Purchase Agreement" means the Bond Purchase Agreement between the Agency and the Bank for the Series 2002 Bonds, which is executed pursuant to Section 9.2(a).

"Special Levy" means a tax levy in connection with the Area pursuant to Article XI, Section 11(16) of the Oregon Constitution and ORS 457.435(2)(a) or any replacement statute.

"Subordinate Indebtedness" means obligations which have a subordinate lien on the Tax Increment Revenues and are issued in compliance with Section 5.3.

"Tax Increment Fund" means the fund established under ORS 457.440(6)(b) to hold the Tax Increment Revenues.

"Tax Increment Revenues" means all Divide the Taxes Revenues and the proceeds of any Special Levy.

"Tax Maximum" means, for any Series of Bonds, the lesser of: the greatest amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on such Series; 125% of average amount of principal, interest and premium, if any, required to be paid on such Series during all Fiscal Years in which such Series will be Outstanding, calculated as of the date of issuance of such Series; or, ten percent of the proceeds of such Series, as "proceeds" is defined for purposes of Section 148(d) of the Code.

Section 2. Security for Bonds.

2.1. The Bonds shall not be general obligations of the Agency. The Agency shall be obligated to pay the Bonds solely from the Security.

2.2. The Agency hereby irrevocably pledges the Security to pay the Bonds. Pursuant to ORS 288.594, the pledge of the Security shall be valid and binding from the time of the adoption of this Resolution. The Security so pledged and hereafter received by the Agency shall immediately be subject to the lien of such pledge without any physical delivery or further act,

and the lien of the pledge shall be superior to all other claims and liens whatsoever to the fullest extent permitted by ORS 288.594(2).

2.3. The Agency has no obligations outstanding to which the Security has been pledged except the Series 2000 Bonds, which are currently outstanding in the principal amount of $1,508,333.33 and mature on December 20, 2002, and the lien on, and pledge of, the Security to pay the Bonds shall be superior to all other claims against those amounts.

2.4. The Agency covenants that, so long as Bonds are outstanding:

(a) the Agency shall take whatever action may be required to collect the full amount of the Divide the Taxes Revenues each Fiscal Year.

(b) when the Agency establishes its budget for each Fiscal Year in which Bonds are outstanding, the Agency shall prepare a good faith estimate of the amount of the Actual Tax Increment Collections which will result from the Divide the Taxes Revenues for that Fiscal Year.

(c) If the amount of that estimate is less than one hundred ten percent (110.00%) of the Annual Debt Service for that Fiscal Year plus the amount of any Collection Deficiency for the prior Fiscal Year, the Agency shall impose a Special Levy for that Fiscal Year in an amount which the Agency estimates in good faith will, when added to its estimate of the Actual Tax Increment Collections which will result from the Divide the Taxes Revenues for that Fiscal Year, produce Actual Tax Increment Collections for that Fiscal Year which are at least equal to one hundred ten percent (110.00%) of the Annual Debt Service for that Fiscal Year plus the amount of any Collection Deficiency for the prior Fiscal Year.

2.5. The Agency covenants not to amend the boundaries of the Area to reduce the amount of land contained in the Area without the prior written consent of the Bank.

2.6. The Agency covenants to maintain its urban renewal plan as an "existing urban renewal plan" as defined in ORS 457.010.(4)(a), and maintain the ability of the Agency to levy taxes for the Area pursuant to Article XI, Section 11(16) of the Oregon Constitution to pay the Bonds.

2.7. The provisions of this Resolution shall constitute a contract with the owners of the Bonds, and shall be enforceable by them.

Section 3. The Tax Increment Fund.

3.1. The Agency has previously established the Tax Increment Fund. The Tax Increment Fund shall be divided only into the following accounts: the Bond Payment Account, the Bond Reserve Account and the Subordinate Indebtedness Account. The Agency shall not create additional accounts in the Tax Increment Fund, but may create subaccounts in those accounts.

3.2. Until all Bonds are paid or defeased, the Agency shall deposit all Actual Tax Increment Collections in the Tax Increment Fund, and shall credit each deposit to the following accounts within the Tax Increment Fund in the following order of priority:

(a) to the Bond Payment Account, until the Bond Payment Account contains an amount sufficient to pay the Annual Debt Service for that Fiscal Year;

(b) to the Bond Reserve Account, if the balance in the Bond Reserve Account is then less than the Reserve Requirement, an amount sufficient to make the balance in the Bond Reserve Account equal to the Reserve Requirement; and,

(c) to the Subordinate Indebtedness Account, any amounts which remain after the foregoing deposits have been made.

3.3. Five (5) days before any payment date, if the balance in the Bond Payment Account is less than the amount of Bond principal, interest and premium, if any, due on that Payment Date, the Agency shall credit to the Bond Payment Account an amount equal to the deficiency from the following accounts in the following order of priority:

(a) the Subordinate Indebtedness Account; and,

(b) the Bond Reserve Account.

Section 4. Accounts.

4.1. Amounts credited to the Bond Payment Account shall be used only to pay Bond principal, interest and premium, if any. Amounts credited to the Bond Payment Account shall be invested in Permitted Investments which mature within one year.

4.2. The Agency covenants to fund, maintain and use the Bond Reserve Account as provided in this Section 4.2 as long as any Bonds are Outstanding. Except as specifically provided in this Section 4.2, amounts credited to the Bond Reserve Account shall be used only to pay Bond principal, interest and premium, if any, and only if sufficient funds are not available in the Bond Payment Account or the Subordinate Indebtedness Account.

(a) At closing of the Series 2002 Bonds and each subsequent series of Parity Indebtedness the Agency shall deposit into the Bond Reserve Account an amount sufficient to make the balance in the Bond Reserve Account at least equal to the Reserve Requirement. The deposit may be made from amounts available in the Subordinate Indebtedness Account, from Bond proceeds, or other amounts available to the Agency.

(b) The Agency covenants to maintain a balance in the Bond Reserve Account which is equal to the Reserve Requirement, but solely from deposits of Tax Increment Revenues pursuant to Section 3.2(b) of this Resolution and closing deposits pursuant to Section 4.2(a).

(c) Amounts in the Bond Reserve Account shall be invested in Permitted Investments which shall mature not later than the last maturity date of Outstanding Bonds. Permitted Investments in the Bond Reserve Account which mature in five years or less shall be valued at their cost, and Permitted Investments which mature in more than five years shall be valued at the lesser of cost or market.

(d) If the balance in the Bond Reserve Account is less than the Reserve Requirement, the Agency shall begin making transfers of Tax Increment Revenues to the Bond Reserve Account in accordance with Section 3.2(b). The transfers shall continue until the balance in the Bond Reserve Account is equal to the Reserve Requirement.

(e) If balance in the Bond Reserve Account exceeds the Reserve Requirement, the Agency may transfer the excess to the Bond Payment Account or, if the balance in the Bond Payment Account at that time is at least equal to the remaining, unpaid Annual Debt Service for that Fiscal Year, to the Subordinate Indebtedness Account.

(f) Earnings on the Bond Reserve Account shall be credited to the Bond Reserve Account whenever the balance in the Bond Reserve Account is less than the Reserve Requirement; otherwise earnings on the Bond Payment Account shall be credited to the Bond Payment Account.

(g) All amounts on deposit in the Bond Reserve Account may be applied to the final payment (whether at maturity or by prior redemption) of Outstanding Bonds. Amounts so applied shall be credited against the amounts the Agency is required to transfer into the Bond Payment Account under Section 3.2(a).

(h) Amounts in the Bond Reserve Account may be transferred into escrow to defease Bonds, but only if the balance remaining in the Bond Reserve Account after the transfer is at least equal to the Reserve Requirement for the Bonds which remain Outstanding after the defeasance.

4.3. Money in the Subordinate Indebtedness Account may be used at any time for any legal purpose permitted under Chapter 457 of the Oregon Revised Statutes. However, if there is a deficiency in the Bond Payment Account or the Bond Reserve Account, Tax Increment Revenues credited to the Subordinate Indebtedness Account shall be used to eliminate the deficiency (in the order of priority described in Section 3.2) before money in the Subordinate Indebtedness Account is used for any other purpose.

Section 5. Senior, Parity and Subordinate Indebtedness

5.1. The Agency shall not issue obligations which have a lien on the Security which is superior to the lien of the Bonds.

5.2. Except as provided in the next sentence, the Agency may issue Parity Indebtedness only with the prior written consent of the Bank. The Agency may issue Parity Indebtedness without the consent of the Bank to refund Bonds, but only if the Annual Debt Service on the refunding Parity Indebtedness does not exceed the Annual Debt Service on the refunded Bonds in any fiscal year by more than $5,000.

5.3. The Agency may issue Subordinate Indebtedness only if the Subordinate Indebtedness is not payable from any account of the Tax Increment Fund except the Subordinate Indebtedness Account, and the Subordinate Indebtedness clearly states that:

(a) It is secured by a lien on or pledge of the Security which is subordinate to the lien on, and pledge of, the Security for the Bonds; and,

(b) It is not payable from any account of the Tax Increment Fund except the Subordinate Indebtedness Account.

Section 6. Amendment of Resolution.

6.1. **Amendment without Bondowner Consent.** The Agency may amend this Resolution without the consent of the Bank or any other Bondowners for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in the Resolution;

(b) To add to the covenants and agreements of the Agency in the Resolution, other covenants and agreements to be observed by the Agency which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) To authorize issuance of Bonds or Subordinate Obligations;

(d) To modify, amend or supplement this Resolution to qualify this Resolution under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of any Bonds for sale under the securities laws of any of the states of the United States of America;

(e) To confirm, as further assurance, any security interest or pledge created under the Resolution; or

(f) To modify any of the provisions of this Resolution in any other respect whatever, as long as the modification shall take effect only after all Bonds which are Outstanding at the time of the modification cease to be Outstanding.

6.2. **Amendment with Bondowner Consent.** Except as provided below in this Section 6.2, this Resolution may be amended for any other purpose only upon consent of owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding. Any amendment pursuant to this Section 6.2 shall require the prior written consent of the Bank (which shall not be unreasonably withheld) if the Bank owns at least $500,000.00 in principal amount of Bonds, and no amendment shall be valid without the consent of Bondowners of 100 percent of the aggregate principal amount of the affected, Outstanding Bonds which:

(a) Extends the maturity of any Bond, reduces the rate of interest upon any Bond, extends the time of payment of interest on any Bond, reduces the amount of principal payable on any Bond, or reducers any premium payable on any Bond, without the consent of the affected Bondowner; or

(b) Reduces the percent of Bondowners required to approve Supplemental Resolutions.

Section 7. Default and Remedies.

7.1. The occurrence of one or more of the following shall constitute an Event of Default:

(a) Failure by the Agency to pay Bond principal, interest or premium when due (whether at maturity, or upon redemption after a Bond has been properly called for redemption);

(b) Failure by the Agency to observe and perform any covenant, condition, or agreement which this Resolution or the Series 2002 Purchase Agreement requires the Agency to observe or perform for the benefit of owners of Bonds, which failure continues for a period of 30 days after the Bank has made written demand on the Agency to cure such failure; or

(c) A material misrepresentation by the Agency in the Series 2002 Purchase Agreement or the Series 2002 Bond.

7.2. Upon the occurrence and continuance of any Event of Default hereunder, the Bank may take whatever action may appear necessary or desirable to enforce or to protect any of the Bank's rights, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Resolution or in aid of the exercise of any power granted in this Resolution or for the enforcement of any other legal or equitable right vested in the Bank by this Resolution or by law.

7.3. Upon the occurrence of an Event of Default the Bank may increase the rate of interest on the Series 2002 Bonds to the Default Rate, as defined in the Series 2002 Purchase Agreement. If the Agency subsequently cures the Events of Default which were the grounds for increasing the rate of interest on the Series 2002 Bonds to the Default Rate, then the rate of interest on the Bonds shall automatically decrease to the original rate, effective as of the date on which all such Events of Default are cured.

7.4. No remedy in this Resolution conferred upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the Bank to exercise any remedy reserved to them, it shall not be necessary to give any notice other than such notice as may be required by this Resolution or by law.

7.5. The Bank may waive any Event of Default with respect to the Series 2002 Bonds, but no such waiver shall extend to a subsequent Event of Default. No delay or omission of the Bank to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or to be an acquiescence therein; and every power and remedy given by this section to the Bank may be exercised from time to time and as often as may be deemed expedient by the Bank.

Section 8. Defeasance.

The Agency shall be obligated to pay any Bonds which are defeased in accordance with this Section 8 solely from the money and Government Obligations which are deposited in escrow agent pursuant to this Section 8. Bonds shall be deemed defeased if the Agency:

12.1. irrevocably deposits money or noncallable Government Obligations in escrow with an independent trustee or escrow agent which are calculated to be sufficient without reinvestment for the payment of Bonds which are to be defeased; and,

12.2 files with the escrow agent or trustee an opinion from a Qualified Consultant to the effect that the money and the principal and interest to be received from the Government Obligations are calculated to be sufficient, without further reinvestment, to pay the defeased Bonds when due.

Section 9. The Series 2002 Bonds.

9.1. Authorization. The Agency hereby authorizes the sale and delivery of the Series 2002 Bonds in accordance with this Resolution to finance urban renewal projects in the Area and to pay costs of issuing the Series 2002 Bonds. The aggregate principal amount of the Series 2002 Bonds shall not exceed Five Million Dollars ($5,000,000).

9.2. Delegation. The Agency Official may, on behalf of the Agency:

(a) Negotiate the sale of the Series 2002 Bonds with the Bank and enter into an agreement to sell the Series 2002 Bonds to the Bank.

(b) Participate in the preparation of, authorize the distribution of, and deem final any disclosure documents that are required for the Series 2002 Bonds.

(c) Enter into additional covenants and provisions which the Agency Official determines are desirable to sell the Series 2002 Bonds on favorable terms.

(d) Establish the final principal amounts, maturity schedules, interest rates, sale prices, redemption terms, payment terms and dates of the Series 2002 Bonds.

(e) Designate the Series 2002 Bonds as "qualified tax-exempt obligations" under Section 265(b) of the Code.

(f) Issue, sell and deliver the Series 2002 Bonds.

(g) Execute any documents and take any other action which the Agency Official finds is desirable to carry out this Resolution.

9.3. Form. The Series 2002 Bonds shall be in the form prescribed by the Agency Official. The Series 2002 Bonds shall be executed on behalf of the Agency with the facsimile signatures of the Chair and Secretary of the Agency. Each bond shall contain the following paragraph:

THIS BOND IS NOT A GENERAL OBLIGATION OF THE CITY OF LINCOLN CITY OR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AND IS NOT PAYABLE FROM ANY FUNDS OF THE CITY OF LINCOLN CITY OR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY EXCEPT THE SECURITY, AS DEFINED AND PROVIDED IN THE RESOLUTION AUTHORIZING THIS BOND. THIS BOND DOES NOT CONSTITUTE A DEBT OR INDEBTEDNESS OF THE CITY OF LINCOLN CITY, THE STATE OF OREGON, OR ANY POLITICAL SUBDIVISION THEREOF EXCEPT THE AGENCY.

9.4. Tax Covenants. The Agency covenants not to take any action, or omit to take any action, if the taking or omitting would cause interest on the Series 2002 Bonds to become includable in gross income under the Code. The Agency Official may, on behalf of the Agency, enter into additional covenants to protect the tax-exempt status of the Series 2002 Bonds.

ADOPTED this 14th day of October, 2002.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY Lori Hollingsworth
Authorized Officer

ATTEST:
Oneita McCalman
City Recorder

RESOLUTION NO. UR2003-01

RESOLUTION FOR ADOPTION OF THE OCEANLAKE REDEVELOPMENT PLAN

WHEREAS the City of Lincoln City is committed to enhancing the economic vitality and physical condition of the entire community, and

WHEREAS the economic and social welfare of our citizens depends greatly upon strategic community-based development, and

WHEREAS the community is composed of a series of historic districts whose individual vitality is intimately linked to collective cooperation, and

WHEREAS the community of OceanLake, with support from the City and Urban Renewal Agency, has completed a community-based, strategic redevelopment plan that involved hundreds of citizens, and

WHEREAS this plan is an excellent standard and prototype for redevelopment planning in other Lincoln City districts,

NOW THEREFORE BE IT RESOLVED

The Lincoln City Urban Renewal Agency hereby endorses and adopts *The OceanLake Redevelopment Plan* and, further, directs City staff to undertake and support its implementation.

Passed and approved this 10th day of February, 2003.

Wes Ryan
WES RYAN, CHAIR

ATTEST:

Oneita McCalman
Oneita McCalman, City Recorder

RESOLUTION NO. UR-~~03~~-2003-02

A RESOLUTION APPROVING A MINOR CHANGE TO THE YEAR 2000 DEVELOPMENT PLAN, SECTION 601

WHEREAS, pursuant to Section 601.C.18 of the Year 2000 Development Plan ("Plan"), the Urban Renewal Agency of the City of Lincoln City ("Agency") has undertaken and is operating a loan program for the rehabilitation of buildings within the Urban Renewal Area; and

WHEREAS, the Agency has determined that, in order to promote the goals of the Plan, especially the goals stated in Section 402.B.2, 3, and 4, and Section 402.E. and F., it is in the public interest to make loan funds available for property enhancement for purposes other than rehabilitation; and

WHEREAS, the Agency finds that making loan funds available for construction of a new improvement is an appropriate use of Agency funds in some circumstances; and

WHEREAS, Section 1203 of the Plan provides that all amendments or changes to the Plan which are not substantial amendments specified in Section 1203 are considered minor amendments; and

WHEREAS, pursuant to Section 1201, minor plan amendments may be approved by resolution of the Agency.

NOW THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY AS FOLLOWS:

Section 601.C.18 is hereby amended to read as follows:

"18. PROPERTY REHABILITATION LOANS. With funds available to it, the Board may establish below market rate interest loan programs for the rehabilitation of buildings and improvements that are determined to be economically rehabitable, and the construction of new buildings and improvements. The property upon which the rehabilitation or new construction may occur must be located within the Urban Renewal Area. New construction may include any construction of a building or site improvements, such as parking areas, plazas and landscaping, or an addition to a building. Loan funds may be made available for new construction only if the Board finds that the new construction contributes significantly to the implementation of an adopted master plan for

the improvement of specified area(s) in the Urban Renewal Area (the "Pearl Projects").

The Board shall administer the loan program using a comprehensive rehabilitation loan plan which sets forth:

a. Criteria for eligibility;
b. Interest rates and terms of various type loans;
c. Procedures for recycling the funds as loan obligations are paid;
d. Procedures where loan payments are not paid or paid in an untimely manner;
e. Procedures and conditions for which deferred payment loans may be offered;
f. Procedures for administering and servicing the loan program; and
g. Such other procedures and conditions which the Board deems necessary.

APPROVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY this 10th day of February, 2003.

Wes Ryan, Chairperson

ATTEST:

Oneita McCalman, City Recorder

RESOLUTION NO. UR2003 - 03

A RESOLUTION DECLARING THE NECESSITY OF ACQUIRING CERTAIN PROPERTY FOR PUBLIC RIGHT-OF-WAY PURPOSES AND AUTHORIZING ODOT TO PURSUE CONDEMNATION PROCEEDINGS THEREFOR

WHEREAS, the Urban Renewal Agency (Agency) and the Oregon Department of Transportation (ODOT) are and have been engaged in a cooperative project to improve traffic circulation and patterns involving the Oregon Coast Highway (Highway 101) and its intersections with S. 48th Street and S. 51st Street in the Taft area (the Project). The Project includes a grind-out/inlay of the roadway; construction of gateway improvements, sidewalks and curbs, a median island, recessed parking, and a new signal at S. 48th Street; the rebuilding of the existing signal at S. 51st Street; drainage work; and the installation of traffic control devices (signs and striping); and

WHEREAS, the Project requires the acquisition of fee title to land for right-of-way and of permanent slope and drainage easements (the Needed Real Property); and

WHEREAS, the Agency and ODOT have entered into a Cooperative Improvement and Construction Finance Agreement (Oregon Coast Highway – Taft Area) (the Cooperative Improvement Agreement) establishing their respective responsibilities in relation to the Project. In addition, the Agency and ODOT have entered into an Intergovernmental Agreement for Right of Way Services, establishing their respective responsibilities in relation to the acquisition of Needed Real Property (the Acquisition Agreement); and

WHEREAS, pursuant to the Cooperative Improvement Agreement and the Acquisition Agreement, ODOT is responsible for acquiring all Needed Real Property and for transferring to the City those portions of the Needed Real Property that the Agency and ODOT have determined ultimately should be owned by the Agency and maintained by the City of Lincoln City; and

WHEREAS, a portion of the Needed Real Property involves land owned by Melvin E and Sarah A. Bitikofer (the Bitikofers); and

WHEREAS, ODOT has attempted to negotiate with the Bitikofers an agreement to

purchase that portion of the Needed Real Property that involves land they own; and

WHEREAS, ODOT has not been able to negotiate a satisfactory agreement with the Bitikofers for the desired purchase;

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

Section 1. The Project will serve a valuable public purpose.

Section 2. In order to carry out the Project, it is necessary and desirable to acquire the real property described in Exhibit A hereto (the Property) owned by the Bitikofers, with ODOT retaining that portion of the Property that the Agency and ODOT have determined ultimately should be owned and maintained by ODOT and with ODOT transferring to the Agency that portion of the Property that the Agency and ODOT have determined ultimately should be owned by the Agency and maintained by the City of Lincoln City.

Section 3. In the event ODOT is unable to reach an agreement with the Bitikofers or their successors, if any, as to the compensation to be paid for the Property, ODOT and the Oregon Department of Justice hereby are authorized to institute condemnation proceedings in the name of, and on behalf of, the Agency in a court of competent jurisdiction for the purpose of acquiring the Property. This authorization includes the authority to join the Agency as a condemnor, through such amendments to pleadings as ODOT and the Department of Justice may deem appropriate, in any pending condemnation proceedings.

Section 4. This resolution shall be effective as of the date of its adoption by the Agency.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 24th day of March, 2003.

WES RYAN, CHAIR

ATTEST:

ONEITA MCCALMAN, CITY RECORDER

EXHIBIT A

File 6894006

U.S. 101 at S. 48th Place

(Lincoln City) Sec.

Oregon Coast Highway

Lincoln County

Drg. No. 10B-15-5

Throughway

RDS 4-23-01

Robert H. Ballard and Barbara L. Ballard, Trustees

(Melvin E. Bitikofer and Sarah A. Bitikofer, C.P.)

Parcels 1 and 2

Parcel 1 - Fee

A parcel of land lying in the SW¼SE¼ of Section 27, Township 7 South, Range 11 West, W.M., Lincoln County, Oregon and being a portion of that property described in that assignment of land sale contract to Robert H. Ballard and Barbara L. Ballard, Trustees, recorded June 10, 1998 in Lincoln County Book of Records in Book 359, Page 1498; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Southwesterly side of the center line of the relocated Oregon Coast Highway which center line is described as follows:

Beginning at Engineer's center line Station 'RW' 32+911.085, said station being 167.334 meters North and 220.455 meters East of the South quarter corner of Section 27, Township 7 South, Range 11 West, W.M.; thence South 46° 59' 38" East 313.294 meters to Engineer's center line Station 'RW' 33+224.379.

The widths in meters of the strip of land above referred to are as follows:

Station	to	Station	Width on Side Southwesterly of Center Line
'RW' 32+945		'RW' 32+997	12.900
'RW' 32+997		'RW' 33+004	12.900 in a straight line to 18.500
'RW' 33+004		'RW' 33+024.421	18.500

Bearings are based upon the Oregon Coordinate System of 1983, north zone.

The parcel of land to which this description applies contains 102 square meters, more or less.

Parcel 2 - Permanent Easement for Slopes

A parcel of land lying in the SW¼SE¼ of Section 27, Township 7 South, Range 11 West, W.M., Lincoln County, Oregon and being a portion of that property described in that assignment of land sale contract to Robert H. Ballard and Barbara L. Ballard, Trustees, recorded June 10, 1998 in Lincoln County Book of Records in Book 359, Page 1498; the said parcel being that portion of said property included in a strip of land 13.500 meters in width, lying on the Southwesterly side of the center line of the relocated Oregon Coast Highway which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 13 square meters, more or less.

Parcel 3 - Permanent Easement for Drainage Facilities

A parcel of land lying in the SW¼SE¼ of Section 27, Township 7 South, Range 11 West, W.M., Lincoln County, Oregon and being a portion of that property described in that assignment of land sale contract to Robert H. Ballard and Barbara L. Ballard, Trustees, recorded June 10, 1998 in Lincoln County Book of Records in Book 359, Page 1498; the said parcel being that portion of said property lying Southerly of a line at right angles to the center line of the relocated Oregon Coast Highway at Engineer's Station 'RW' 32+996 and included in a strip of land 13.500 meters in width, lying on the Southwesterly side of said center line which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 1 square meter, more or less.

NOTE: Access controlled by permit.

All of Parcel 3 lies within Parcel 2.

Remainder: 1072 square meters, more or less, Right.

This parcel lies within the SW¼SE¼ of Sec 27, T. 7 S., R. 11 W., W.M.

This property description is written using the metric system.

1+000.000 Station = 1 000 meters = 3,280.84 feet

1 meter = 3.28 feet

102 square meters = 1,098 square feet, more or less.

13 square meters = 140 square feet, more or less.

1 square meter = 11 square feet, more or less.

Remainder: 1072 square meters = 11,539 square feet, more or less.

RESOLUTION NO. UR 2003 - 04

A RESOLUTION THAT THE URBAN RENEWAL AGENCY ACQUIRE CERTAIN PROPERTY IN TAFT FOR PUBLIC PARKING, A PUBLIC PLAZA, AND COMPLETION OF THE TAFT COMMONS PROJECT AND OTHER POTENTIAL URBAN RENEWAL PROJECTS; AND IN OCEANLAKE FOR PUBLIC PARKING, EXTENSION OF NW JETTY AVENUE , AND OTHER POTENTIAL URBAN RENEWAL PROJECTS

WHEREAS, the Taft Redevelopment Plan calls, and the Urban Renewal Agency finds that there is a need, for the development in the Taft area of public parking and a public plaza and for completion of the Taft Commons Project; and

WHEREAS, the OceanLake Redevelopment Plan calls, and the Urban Renewal Agency finds that there is a need, for the development in the OceanLake area of public parking and extension of NW Jetty Avenue; and

WHEREAS, these projects will occupy all or portions of the real property parcels in Taft identified as Map 7-11-27DC, Tax Lots 5000, 4900, and 4600, shown on Exhibit A attached hereto, and in OceanLake identified as Map 7-11-10DC, Tax Lots 500 and 700 and Map 7-11-10DB, Tax Lots 18700 and 18800, shown on Exhibit B attached hereto; and

WHEREAS, the identified parcels in Taft and OceanLake are within the Urban Renewal District; and

WHEREAS, if portions of the parcels not needed for the described projects cannot appropriately be used for such purposes, those portions of the parcels can be sold, leased, or otherwise made available for redevelopment in a manner consistent with the Urban Renewal Plan; and

WHEREAS, Section 601(10) of the Urban Renewal Plan identifies as an urban renewal project the development of off-street parking; Section 601(16) identifies as an urban renewal project the funding of street, curb-gutter, sidewalk, and other infrastructure facilities after a finding of need for such facilities by the Agency; Section 601(17) identifies as an urban renewal project the funding of park, recreation and cultural facilities after a finding of need for such facilities by the Agency; Section 602(B)(3) allows acquisition and assembly of land to be used for development or redevelopment by the private sector; Section 602(B)(4)(a) allows acquisition of land for right-of-way for streets, alleys, bicycle paths, or pedestrian ways; Section 602(B)(4)(b) allows acquisition of land for park sites, information plazas, parks, and other facilities for the benefit of the public; Section 602(B)(4)(c) allows acquisition of land for public off-street parking facilities;

and Section 602(B)(4)(d) allows acquisition of land where the owner wishes to convey title to the Agency by any legal means; and

WHEREAS, the Agency finds that the identified parcels are needed to provide facilities for the benefit of the public that would be encompassed in such projects; and for eventual resale of any portion of the parcels not so needed, for redevelopment in a manner consistent with the Urban Renewal Plan; and

WHEREAS, the Agency has the necessary funds to purchase the identified parcels;

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

Section 1. The Agency shall attempt to purchase, and is authorized to purchase, the identified parcels or interests therein for the purposes herein stated or, if the parcels or portions of the parcels cannot appropriately be used for one of those purposes, for resale for redevelopment in a manner consistent with the Urban Renewal Plan.

Section 2. This Resolution shall be deemed a minor amendment to the Urban Renewal Plan and a copy of Exhibits A and B shall be assigned appropriate exhibit numbers and shall be placed in Part 2 of the Plan.

Section 3. This resolution shall be effective as of the date of its adoption by the Agency.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 28th day of April, 2003.

Wes Ryan
WES RYAN, CHAIR

ATTEST:

Oneita McCalman
ONEITA MCCALMAN, CITY RECORDER

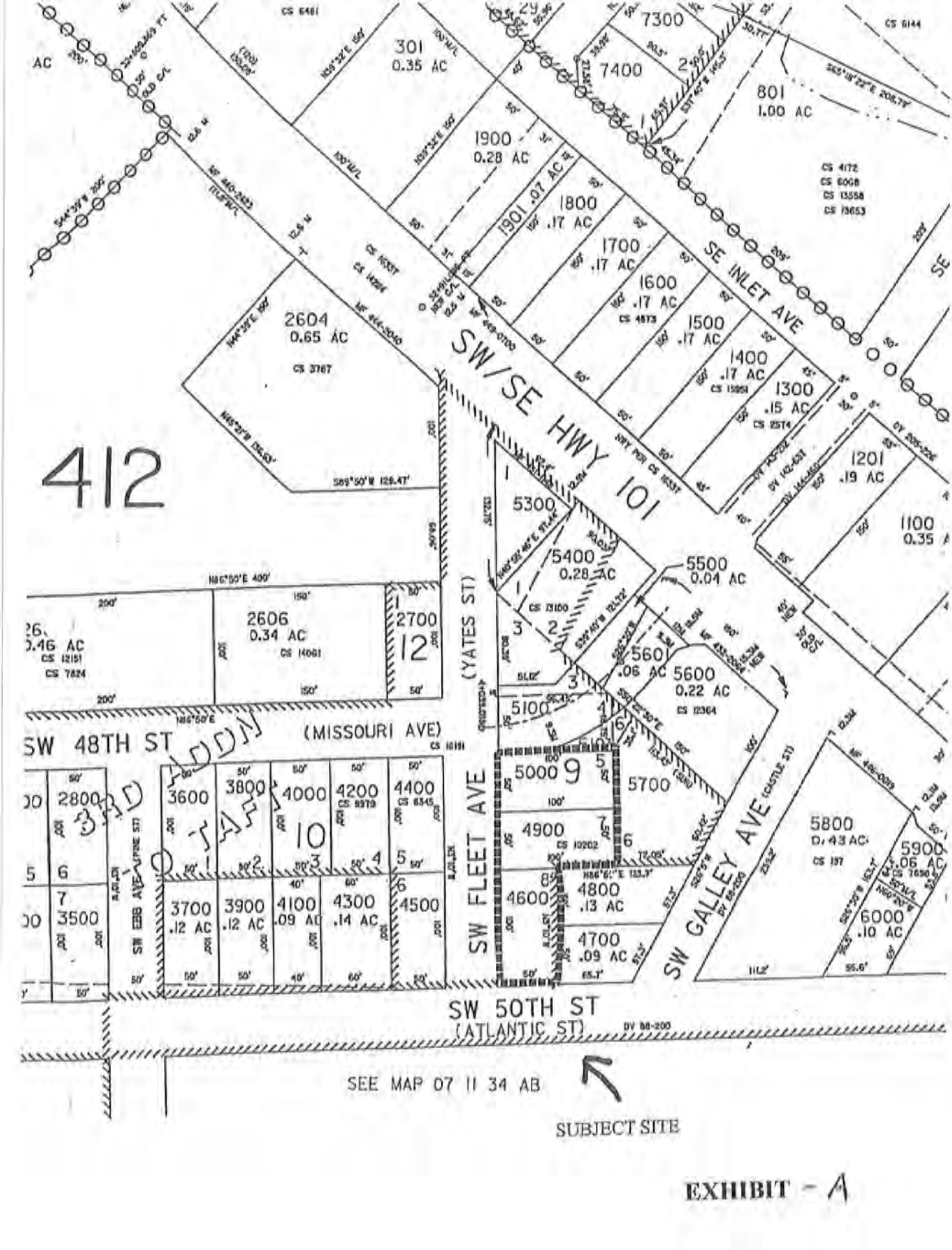
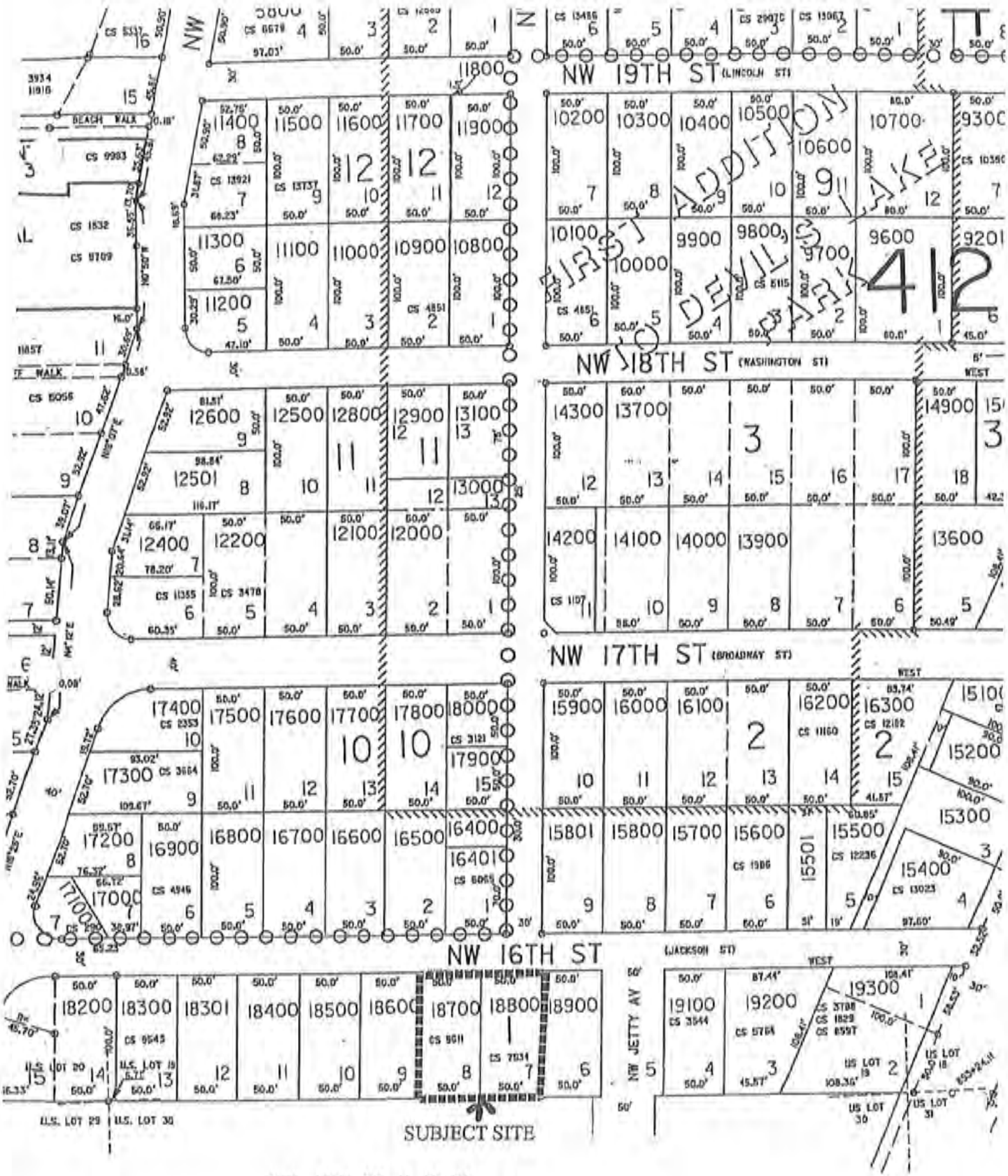

412
SW/SE HWY 101
SE INLET AVE
SW FLEET AVE (YATES ST)
SW GALLEY AVE (COASTLE ST)
SW 48TH ST (MISSOURI AVE)
SW 50TH ST (ATLANTIC ST)
SW EBB AVE (PINE ST)
301 0.35 AC
1900 0.28 AC
1901 .07 AC
1800 .17 AC
1700 .17 AC
1600 .17 AC
1500 .17 AC
1400 .17 AC
1300 .15 AC
1201 .19 AC
1100 0.35 AC
801 1.00 AC
7300
7400
2604 0.65 AC
5300
5400 0.28 AC
5500 0.04 AC
2606 0.34 AC
2700
5600 0.22 AC
5601 .06 AC
5100
5000
5700
4900
4800 .13 AC
4700 .09 AC
4600
5800 0.43 AC
5900 .06 AC
6000 .10 AC
3600
3800
4000
4200
4400
2800
3500
3700 .12 AC
3900 .12 AC
4100 .09 AC
4300 .14 AC
4500
SEE MAP 07 11 34 AB
SUBJECT SITE

EXHIBIT - A

SW 1/4 SE 1/4 SECTION 10 T7S R11W WM
LINCOLN COUNTY

1" = 100'




NW 19TH ST (LINCOLN ST)
NW 18TH ST (WASHINGTON ST)
NW 17TH ST (BROADWAY ST)
NW 16TH ST (JACKSON ST)
NW JETTY AV
BEACH WALK
ADDITION
SUBJECT SITE
SEE MAP 07 11 10 DC
EXHIBIT B - 2

RESOLUTION NO. UR2003 - 05

ADOPTING THE BUDGET

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2003-04 in the total of **$10,490,468** now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2003, and for the purposes shown below are hereby appropriated:

GENERAL FUND	
Personal Services	$ 220,330
Materials & Services	$ 1,722,490
Capital Outlay	$ 4,327,269
Transfers	$ 510,000
TOTAL GENERAL FUND	**$ 6,780,089**
TAX INCREMENT FUND	
Debt Service	$ 2,955,553
TOTAL TAX INCREMENT FUND	**$ 2,955,553**
PROPERTY REHABILITATION FUND	
Capital Outlay	$ 754,826
TOTAL PROPERTY REHABILITATION FUND	**$ 754,826**
TOTAL APPROPRIATIONS ALL FUNDS	**$10,490,468**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

The above resolution statements were approved and declared adopted on this 23rd day of June 2003.

Wes Ryan

WES RYAN, CHAIR

ATTEST:

Oneita McCalman

ONEITA McCALMAN, CITY RECORDER

LINCOLN CITY URBAN RENWAL AGENCY

RESOLUTION NO. UR2003 - 06

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY, 2002-2003 BUDGET

WHEREAS, the Finance Officer has proposed certain budget appropriation transfers within the funds of the 2002-2003 Lincoln City Urban Renewal budget; and

WHEREAS, changes in Agency needs have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth as follows:

GENERAL FUND

FROM		TO	
Capital Outlay	$10,000	Personal Services	
Reserve - Future Years		Salaries	$7,000
		FICA/Medicare	1,000
		Retirement	2,000

WHEREAS, it appears to this Urban Renewal Agency that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the

City of Lincoln City, that the proposed budget transfers for the Lincoln City Urban Renewal Agency 2002-2003 Budget are hereby ratified and approved and the Finance Officer is hereby authorized and directed to make said appropriation transfers.

This resolution shall be effective upon passage.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 23rd day of June, 2003.

Wes Ryan

WES RYAN, CHAIR

ATTEST:

Oneita McCalman

ONEITA McCALMAN, CITY RECORDER

RESOLUTION NO. UR 2003 - 07

A RESOLUTION THAT THE URBAN RENEWAL AGENCY ACQUIRE CERTAIN PROPERTY ADJACENT TO THE "D" RIVER FOR AN INTERPRETIVE PARK AND FOR POSSIBLE RE-SALE OF A PORTION TO THE CITY OF LINCOLN CITY (OPEN SPACE FUND) FOR OPEN SPACE

WHEREAS, Section 601(C)(9) of the Urban Renewal Plan provides that the Agency may acquire land on the banks of the "D" River east of Highway 101 and develop or assist in the cost of developing an interpretive park for local and tourist oriented use; and

WHEREAS, land on the bank of the "D" River east of Highway 101, identified as Tax Lot 400, Lincoln County Assessor's Map 7-11-15-AD, and Tax Lot 3200, Lincoln County Assessor's Map 7-11-15-AC, referred to herein collectively as the Property and shown on Exhibit A attached hereto, has been listed in the real estate market for sale; and

WHEREAS, the Property is within the Urban Renewal District; and

WHEREAS, it is possible that if the Agency purchases the Property, the Agency will be able to sell a portion of the Property to the City of Lincoln City (Open Space Fund) so that the portion will be retained as open space in perpetuity; and

WHEREAS, Section 602(B)(4)(d) of the Urban Renewal Plan allows acquisition of land where the owner wishes to convey title to the Agency by any legal means; and

WHEREAS, the Agency finds that the Property is needed to provide a facility for the benefit of the public as an interpretive park for local and tourist oriented use; and for possible re-sale of a portion of the Property to the City of Lincoln City (Open Space Fund) for retention as open space in perpetuity, consistent with and supportive of use of the Property as an interpretive park for local and tourist oriented use; and

WHEREAS, the Agency has the necessary funds to purchase the Property;

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

Section 1. The Agency shall attempt to purchase, and is authorized to purchase, the identified parcels or interests therein for the purposes herein stated, including possible re-sale of

a portion of the Property to the City of Lincoln City (Open Space Fund) for retention as open space in perpetuity.

Section 2. This Resolution shall be deemed a minor amendment to the Urban Renewal Plan and a copy of Exhibit A shall be assigned an appropriate exhibit number and shall be placed in Part 2 of the Urban Renewal Plan.

Section 3. This resolution shall be effective as of the date of its adoption by the Agency.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 28th day of July, 2003.

Wes Ryan

WES RYAN, CHAIR

ATTEST:

Oneita McCalman

ONEITA MCCALMAN, CITY RECORDER

ON 15 T.7S. R.11W. W.M.
COUNTY

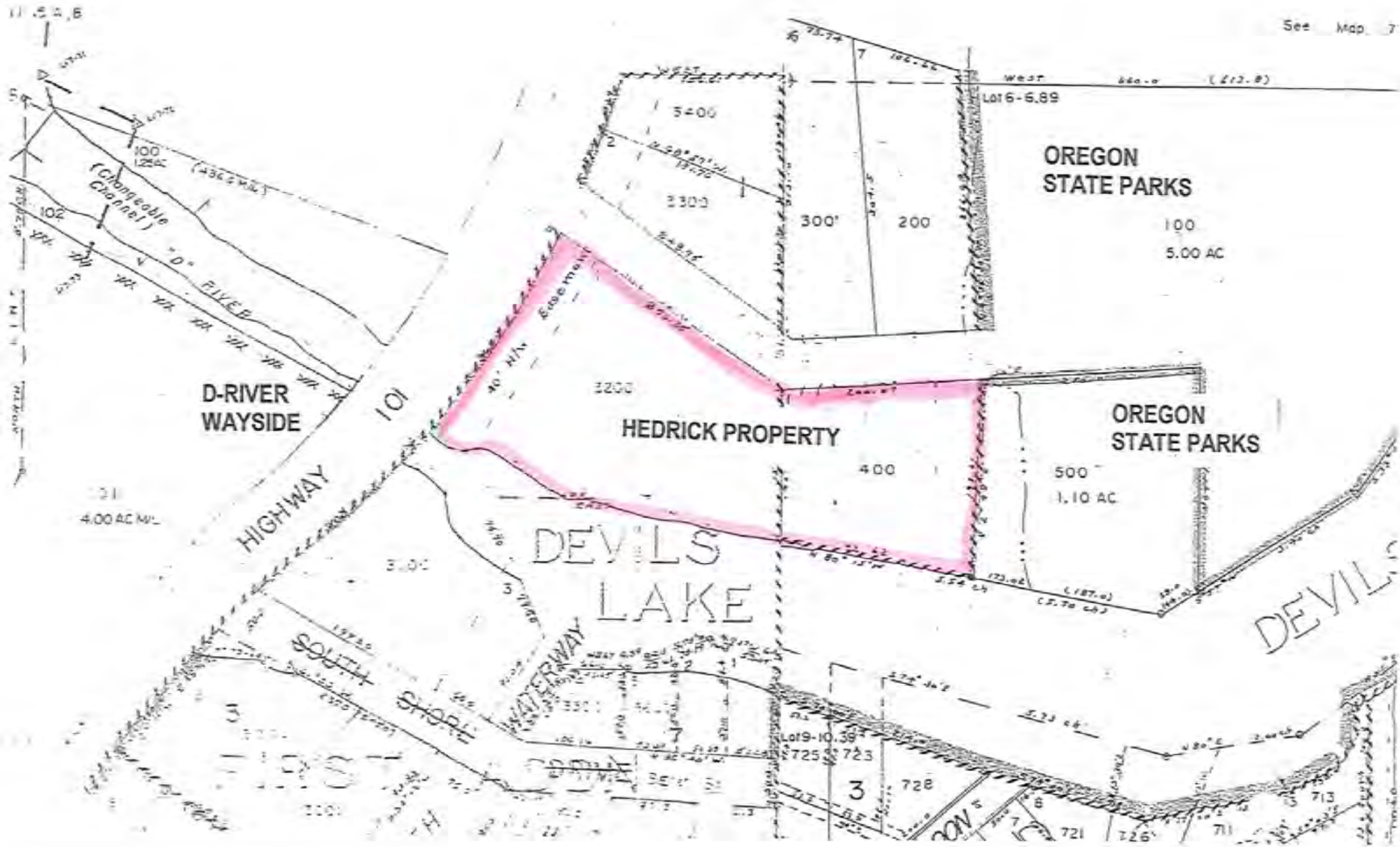
SE 1/4 NE1/4 SECTION 15
LINCOLN

00'

FOR ASSESSORS OFFICE USE ONLY

1" = 100'

EXHIBIT "A"



RESOLUTION NO. UR 2003 - 08

A RESOLUTION APPROVING A CAPITAL IMPROVEMENT GRANT CONTRACT FOR THE NORTH LINCOLN COUNTY HISTORICAL MUSEUM EXPANSION AND RENOVATION

WHEREAS, the North Lincoln County Historical Museum is a non-profit corporation, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the Museum owns and operates the North Lincoln County Historical Museum, located at 4907 SW Highway 101 on Tax Lots 5900 and 6000, Lincoln County Assessor's Map 7-11-27DC; and

WHEREAS, the Museum needs financial assistance in order to carry out a capital improvement project that will add a two-story extension to and renovate the present Museum building (Project). The extension will enable the Museum to have needed space for exhibits and some storage pending renovation of the present Museum building and, following renovation of the present Museum building, will enable the Museum to have administration, a workshop, storage, a meeting room, and exhibit space all within the same building. The Museum anticipates that Project construction will commence in approximately mid-September 2003 and will be completed by approximately December 31, 2003; and

WHEREAS, the Museum property is within the Urban Renewal District and the Project is eligible for District financial support under Section 601(C)(17) of the Urban Renewal Plan; and

WHEREAS, the Parks and Recreation Board and the City Council have reviewed the Project and have recommended that the Agency provide financial support for the Project; and

WHEREAS, the Agency finds that there is a need for the Project, for recreational and cultural purposes, that the Agency has $160,000 available to assist in the payment of the costs associated with the Project, and that it therefore is appropriate for the Agency to participate in funding the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

Section 1. The Agency hereby authorizes the Chair of the Agency to execute a Capital Improvement Grant Agreement, in the amount of $160,000, with the North Lincoln County Historical Museum in a form substantially similar to the form of Agreement attached to this Resolution.

Section 2 . This Resolution shall be effective as of the date of its adoption by the Agency.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 11th day of August, 2003.

Wes Ryan

WES RYAN, CHAIR

ATTEST:

Oneita McCalman

ONEITA MCCALMAN, CITY RECORDER

CAPITAL IMPROVEMENT GRANT AGREEMENT
Lincoln City Urban Renewal Agency/North Lincoln County Historical Museum

This Grant Agreement is between the Urban Renewal Agency of the City of Lincoln City (Agency) and the North Lincoln County Historical Museum, Inc. (Grantee).

Recitals:

a. The Grantee is a non-profit corporation, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The Grantee owns and operates the North Lincoln County Historical Museum, located at 4907 SW Highway 101 on Tax Lots 5900 and 6000, Lincoln County Assessor's Map 7-11-27DC, in the City of Lincoln City (Property).

b. The Grantee needs financial assistance in order to carry out a capital improvement project that will add a two-story extension to and renovate the present Museum building (Project). The extension will enable the Grantee to have needed space for exhibits and some storage pending renovation of the present Museum building and, following renovation of the present Museum building, will enable the Grantee to have administration, a workshop, storage, a meeting room, and exhibit space all within the same building. The Grantee anticipates that Project construction will commence in approximately mid-September 2003 and will be completed by approximately December 31, 2003.

c. The Property is within the Urban Renewal District and the Project is eligible for District financial support under Section 601(C)(17) of the Urban Renewal Plan.

d. Following a review of the Project by the City Council and the Parks and Recreation Board, the Agency has concluded that there is a need for the Project, that the Agency has $160,000 in funds available to assist in the payment of costs associated with the Project, and that it therefore is appropriate for the Agency to participate in funding the Project.

Agreement:

1. Grant of Funds. The Agency, subject to the terms and conditions of this Agreement, shall pay to the Grantee the sum of $160,000.00 (Grant Funds), for use by the Grantee in carrying out the Project.

2. Use of Funds. The Grantee shall use the Grant Funds only for carrying out the Project and shall not use the Grant Funds for anything other than capital improvement portions of the Project.

3. Conditions to Be Met in Advance of First Disbursement of Funds. The Grantee shall satisfy the following conditions before the Agency shall become liable for any disbursement of Grant Funds:

a. The Grantee shall provide to the Agency a copy of its current articles of incorporation and bylaws and a copy of a letter from the Internal Revenue Service determining that the Grantee is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

b. The Grantee shall file with the City of Lincoln City (City) a full set of the plans and specifications for the Project.

c. The Grantee shall obtain all City and other governmental permits needed in order for the Grantee lawfully to construct the Project and shall provide the City with evidence of the permits.

d. The Grantee, following selection of a contractor or contractors to construct the Project, shall demonstrate to the satisfaction of the City's Director of Finance that, when added to the Grant Funds, the Grantee has sufficient funds in hand to complete the Project, including provision for a reasonable Project contingency fund.

4. Payment Procedure. The procedure for Agency payment of Grant Funds to the Museum shall be as follows:

a. Before the time it is appropriate for the Grantee to make a progress payment to a Grantee contractor, the Grantee shall provide to the Agency a copy of the progress payment request from the contractor and an invoice from the Grantee to the Agency for the Agency's portion of the progress payment. Until the Agency has paid to the Grantee a total amount of $160,000, the Agency's portion of a contractor's progress payment shall be 50% of the amount of the payment. Once the Agency has paid to the Grantee a total amount of $160,000, the Agency's grant obligations to the Grantee shall have been completed and the Agency's portion of contractors' progress payments shall be 0. Notwithstanding that the Agency's portion of progress payments has become 0, the Grantee shall continue to provide invoices and documentation as provided in this subsection until final completion of the Project.

b. On receipt of a properly documented invoice from the Grantee to the Agency and approval thereof by the Director of the Agency, the Agency shall pay to the Grantee the Agency's portion of the contractors' progress payments as invoiced by the Agency. The Agency shall make the payments on or about the 15th of each calendar month, covering invoices received prior to the 15th of that month.

c. Not later than immediately after receipt of a payment from the Agency under this section, the Grantee shall make the subject progress payment or payments to its Project contractor or contractors and shall provide to the Agency written confirmation of the payment or payments.

d. Until the time of final completion of the Project, the Grantee's invoices to the Agency and the Agency's payments in response thereto shall be only for progress payments to the Grantee's Project construction contractor or contractors. Thereafter, the invoices and payments also may be for payments of other capital costs incurred by the Grantee for the Project, such as design, permitting, and Project administration costs previously paid or to be paid by the Grantee.

e. In the event the amounts paid by the Agency under subsections a through d of this section are less than $160,000, then the Agency's grant obligation under this Agreement shall be reduced by the amount of the difference.

5. No Third Party Beneficiary. The Agency's entering into this Agreement is solely for the benefit of the Grantee, and no other person, including but not limited to the Grantee's construction contractor or contractors, architects, engineers, Project administrators, employees, and members, shall be a third party beneficiary of this Agreement or have any right against the Agency in relation to this Agreement, whether on default by the Agency or otherwise. Any contract between the Grantee and a construction contractor on the Project shall contain the following language or its substantial equivalent as approved by the City Attorney: "The contractor acknowledges that in relation to its work under this contract, it has no right or claim against the City of Lincoln City or the Urban Renewal Agency of the City of Lincoln City in relation to any grant agreement the City or Agency may have with owner North Lincoln County Historical Museum."

6. Provision Required by ORS 279.348.

a. Each of Grantee's contracts for work on the Project shall require that the contractors and any subcontractors doing work or any part of the work on the Project shall pay to their workers performing the work at least the prevailing rate of wage for the trade or occupation required to perform the work. Grantee's contracts also shall contain exhibits that set out the applicable Prevailing Wage Rates.

b. Each of Grantee's contracts for work on the Project shall provide that ORS 279.375(1) requires the contractor to pay a fee to the Commissioner of the Bureau of Labor and Industries; that the amount of the fee is 0.1% of the contract price, except that the fee shall not be less than $100 and shall not be more than $5,000; that the fee must be paid at the time of the first progress payment under the contract or 60 days after the contractor has begun the work, whichever date is earlier; and that the contractor shall pay the fee to the Commissioner pursuant to the administrative rules adopted by the Commissioner.

c. Each of Grantee's contracts for work on the project shall provide that the contractor and every subcontractor shall file certified statements with the Grantee in writing in form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the

hourly rate of wage paid each worker whom the contractor or the subcontractor has employed on the work, and further certifying that no worker employed on the work has been paid less than the prevailing rate of wage as set out in the contract exhibit that sets out the applicable prevailing wage rates, which certificate and statement shall be verified by the oath of the contractor or subcontractor that the contractor or subcontractor has read the statement and certificate and knows the contents thereof and that it is true to the contractor's or subcontractor's knowledge; that the certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid; that the contractor and every subcontractor shall deliver or mail the certified statements to the Grantee by the fifth business day of each month, covering each week of the preceding month during which the contractor or subcontractor employed workers on the work; that the information in the certified statements shall be used only to ensure compliance with the prevailing rate of wage requirements; and that the Contractor and each subcontractor shall maintain copies of the certified statements for a period of three years from the date of completion of the contract.

7. Performance and Payment Bond. Unless excused therefrom in writing by the Director of the Agency, the Grantee shall require each construction contractor performing work on the Project to provide a good and sufficient bond, to be approved by the Grantee, in a sum equal to the contract price, for the faithful performance of the contract and the payment of the contractor's workers, subcontractors, and suppliers who provide work or supply materials or equipment used in the contractor's performance of the contract.

8. Indemnification. To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the City, the Agency, and their officers, employees, and agents from and against claims, damages, losses, and expenses, including but not limited to attorney fees arising out of or resulting from performance of work for the Grantee on or related to the Project, but only to the extent caused in whole or in part by the wrongful or negligent acts or omissions of the officers, employees, contractors, subcontractors, consultants, or agents of the Grantee, of any subcontractor or consultant of the Grantee, or of anyone for whose acts the Grantee may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which otherwise would exist as to a party or person described in this section. The Grantee's obligations hereunder shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Grantee under workers compensation, disability benefit, or other employee benefit laws.

9. Insurance. Except as otherwise provided and unless excused therefrom in writing by the Director of the Agency, the Grantee shall require that each contractor and subcontractor providing services or labor for the Project shall have and maintain the insurance described in this section; and that they shall deliver to the Grantee certificates of insurance evidencing compliance

with the provisions of this section prior to commencement of work on the Project.

a. General Conditions for Insurance. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the Grantee may carry. A copy of each policy or a certificate satisfactory to the Grantee shall be delivered to the Grantee prior to commencement of work on the Project. Unless otherwise specified herein, each policy shall be written on an "occurrence" form. If a policy is available on a claims-made basis only, the policy, or a comparable contract of insurance, shall be maintained for a period of not less than three years following completion of the work, or after termination of the contract or subcontract other than by completion of the work. All insurance coverage shall be provided under contracts with an insurance carrier licensed to do business in the State of Oregon and shall contain an endorsement entitling the Grantee to not less than 10 days' prior written notice of any material change, non-renewal, or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single-limit coverage requirements specified below, the Agency shall have the right to require the Grantee to require the coverages to be increased by an amount equal to the increase in the statutory limit for such claims, and the Grantee's contract with the contractor shall give the Grantee the right to require the coverages to be increased by an amount equal to the increase in the statutory limit for such claims. Failure of the Grantee to comply with its obligations under this section or to require a contractor to maintain, or require a subcontractor to maintain, any insurance coverage required by this Agreement shall be cause for immediate termination of this Agreement by the Agency, but termination shall not relieve the Grantee of its obligation to require contractors to provide and maintain such coverage and the Agency shall be entitled to enforce all liability and indemnity provisions of this Agreement following such termination.

b. Commercial General Liability Insurance. A broad-form general commercial insurance policy, including coverage for premises-operations; independent contractor's protective; broad-form property damage; and products and completed operations with coverage of not less than $500,000 combined single limit per occurrence, with aggregate of $1 million, for bodily injury, personal injury, or property damage. The policy also shall contain an endorsement naming the City and the Agency as additional insureds for all third-party claims in a form satisfactory to the Agency, shall provide that the interest of the Agency shall not be affected by the primary insured's breach of policy provisions, and shall include coverage to indemnify the Grantee for the Grantee's indemnification liability to the City and the Agency under this Agreement.

c. Workers Compensation Insurance. All employers, including the Grantee and its contractors, that employ subject workers who perform work on the Project shall comply with ORS 656.017 and provide the required workers compensation coverage, unless exempt under ORS 656.126. The Grantee shall ensure that each contractor providing

labor or services for the work complies with these requirements. The Grantee shall provide the Agency with such further assurances as the Agency may require from time to time that the Grantee and the contractors are in compliance with these requirements.

d. Professional Liability. Each licensed professional who provides engineering or design services to the Grantee for the Project shall maintain a professional liability insurance policy specifically insuring its performance with respect to the Project, with coverage of not less than $1 million to protect the insured from claims for professional acts, errors, or omissions arising from work on the Project. Subject to the general conditions for maintaining coverage after termination, this policy may be written on a "claims made" form. The policy shall contain an endorsement entitling the Grantee to not less than 30 days' prior written notice of any material change, non-renewal, or cancellation of the policy. The policy shall include coverage to indemnify the Grantee for the Grantee's indemnification liability to the City and the Agency under this Agreement.

10. Termination.

a. Termination by Mutual Agreement. The Agency and the Grantee may terminate this Agreement by mutual written agreement. If such termination occurs, the Agency shall pay the Grantee as provided in Section 4 in relation to work on the Project completed prior to the date of the termination.

b. Termination by Agency. The Agency may terminate this Agreement, with written notice and reasonable opportunity to cure, if the Grantee fails to perform any of its obligations hereunder, but without prior notice or opportunity to cure if the Grantee or any contractor fails to obtain or maintain any permit or insurance required hereunder or if the Grantee otherwise defaults or neglects to perform in accord with this Agreement and the Agency deems that immediate termination is necessary as a result of the default or neglect in order to protect the public. In such case, Agency shall pay the Grantee as provided in Section 4 in relation to work on the Project completed prior to the date of the termination.

c. Termination by the Grantee. If the Agency fails to make payment when due, the Grantee may give written notice of the Grantee's intention to terminate this Agreement. If the Grantee does not receive payment within seven days after the Agency receives the notice, the Grantee may give a second written notice to the Agency terminating this Agreement. On such termination, the Agency shall pay the Grantee as provided in Section 4 in relation to work on the Project completed prior to the date of termination.

11. Remedies.

a. The Grantee's Remedies. In the event of termination under Section 10(c) or of the

Agency's breach without termination, the Grantee's sole remedy against the Agency shall be a claim for the amount or amounts set out as payable to the Grantee in Sections 10(c) and 4, repectively, of this Agreement.

b. Agency's Remedies. In the event of termination under Section 10(b), in addition to the remedies set out in Section 10(b) of this Agreement, the Agency shall have any remedy available to it in law or equity. The Agency also shall have such remedies as are available to it in law or equity for the Agency's breach without termination.

12. Records Maintenance and Access. The Grantee shall maintain all fiscal records relating to this Agreement in accord with generally accepted accounting principles. In addition, the Grantee shall maintain any other records relating to the Project in a manner as to clearly document the Grantee's and its contractor or contractors' performance. The Agency and its duly authorized representatives shall have access on reasonable notice and during normal business hours to such fiscal records and other records of the Grantee to perform examinations and audits and make excerpts, transcripts, and copies. The Grantee shall retain and keep accessible all such fiscal records and other records for a minimum of three years following termination of this Agreement or final payment following Project acceptance, or until the conclusion of any audit, dispute, or litigation arising out of or related to this Agreement, whichever date is later.

13. Assignment by Agency. The Agency shall not assign, sell, dispose of, or transfer rights nor delegate duties under this Agreement, either in whole or in part, without the Agency's prior written consent, which consent shall not unreasonably be withheld. Unless otherwise agreed to by the Agency in writing, such consent shall not relieve the Grantee of any obligations under this Agreement. Any assignee or transferee shall be considered the agent of the Grantee and be bound to abide by all provisions of this Agreement. If the Agency consents in writing to an assignment, sale, disposal, or transfer of the Grantee's rights or delegation of the Grantee's duties, the Grantee shall remain liable to the Agency for complete performance of this Agreement as if no such assignment, sale, disposal, transfer, or delegation had occurred unless the Agency otherwise agrees in writing.

14. Survival. All rights and obligations of the Agency and the Grantee shall cease on termination or expiration of this Agreement, except for those provisions, including but not limited to provisions about insurance, indemnity, records, termination, remedies, and governing laws, which by their nature must survive termination in order to accomplish the intent of the parties concerning the effects of this Agreement.

15. Notice and Communication. Until otherwise provided by notice of a party, any notices or documents to be provided hereunder shall be provided in writing by personal delivery, by mailing certified mail postage prepaid return receipt requested, or by electronically confirmed facsimile transmission to the Grantee or to the Agency at the following street address, mailing address, or number or such other street address, mailing address, or number of which notice has been given

in accord with this section:

If to the Agency:

Street Address:	Director, Urban Renewal Agency 801 SW Highway 101, Third Floor Lincoln City, OR 97367
Mailing Address:	Director, Urban Renewal Agency PO Box 50 Lincoln City, OR 97367
Facsimile Number:	541-994-7232

If to the Grantee:

Street and Mailing Address:	North Lincoln County Historical Museum 4907 SW Highway 101 Lincoln City, OR 97367

Any communication or notice so addressed and mailed shall be deemed to be given three days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of electronic confirmation of the transmission is generated by the transmitting machine. To be effective against the Agency, such facsimile transmission must be confirmed by telephone notice to the Director of the Agency. Any communication or notice by personal delivery shall be deemed to be given when actually delivered to the street address of the Grantee or the Agency.

16. Authorized Representatives. Unless expressly stated otherwise herein, the Director of the Agency is authorized to act on behalf of the Agency and the President of the Grantee is authorized to act on behalf of the Grantee for all purposes under this Agreement.

17. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accord with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (Claim) between the Agency and the Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively in the Lincoln County Circuit Court (and the Oregon appeals courts thereafter), except that if a Claim can be brought only in a federal court then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon (Portland Division) (and the federal appeals courts thereafter). The Grantee, by execution of this Agreement, consents to the in personem jurisdiction of those courts.

18. Merger. This Agreement, including all attachments and laws, rules, and regulations incorporated herein or to which the Agreement is subject, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

19. Waiver. No waiver or consent under this Agreement shall bind either party unless given in writing and signed by the Agency or the Grantee on behalf of the party giving the waiver or consent. The failure of either party to enforce any provision of this Agreement, except by such a signed and written waiver, shall not constitute a waiver of that or any other provision. Any waiver or consent shall be effective only in the specific instance and for the specific purpose given.

20. Amendments. This Agreement may be amended only by a written amendment signed by both parties.

21. Effective Date. This Agreement shall be effective on the date it is signed by the latter of the Agency and the Grantee, as indicated below.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY

By: Wes Ryan
Wes Ryan, Chair

Date: 8/14/2003

NORTH LINCOLN COUNTY HISTORICAL MUSEUM, INC.

By: Joan F. Majoska
Joan Majoska, President

Date: 8/15/2003

RESOLUTION NO. UR 2003- 09

A RESOLUTION APPROVING A MINOR CHANGE TO THE YEAR 2000 DEVELOPMENT PLAN, SECTION 601

WHEREAS, the Urban Renewal Agency of the City of Lincoln City ("Agency") is prepared to undertake an urban renewal project to improve certain streets and sidewalks in the Urban Renewal Area, as authorized by Section 601.C.16 of the Year 2000 Development Plan ("Plan"); and

WHEREAS, the Agency has determined that, in order to maximize the value of these street and sidewalk improvements, the elimination of overhead utility lines suspended across the public rights-of-way is in the public interest; and

WHEREAS, the owners of the private utility facilities are not required to relocate or reconstruct their facilities to eliminate overhead lines crossing the rights-of-way, and the Agency does not have the authority to order such relocation or reconstruction without compensation; and

WHEREAS, the owners of the private utility facilities are willing to cooperate with the Agency to relocate and reconstruct overhead lines crossing public rights-of-way if the Agency participates in the funding of such activities; and

WHEREAS, the Plan does not generally authorize expenditures to construct or reconstruct private utilities; and

WHEREAS, it is the Agency's intent that "construction and reconstruction of private utilities" as used in this amendment, does not include the total replacement of existing overhead systems with underground systems ("undergrounding"), even though reconstruction may require that some portion of existing overhead lines be moved underground;

WHEREAS, the Agency finds that it is in the public interest to assist in the construction and reconstruction of private utility facilities under circumstances where the construction or reconstruction makes the Urban Renewal Area more attractive for attracting new, job producing development and for stabilizing, expanding and redeveloping existing businesses; and

WHEREAS, Section 1203 of the Plan provides that all amendments or changes to the Plan which are not substantial amendments specified in Section 1203 are considered minor amendments; and

WHEREAS, pursuant to Section 1201, minor plan amendments may be approved by resolution of the Agency;

NOW THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY AS FOLLOWS:

Section 1: The first paragraph of Section 601 is hereby amended to read as follows:

"The Lincoln City Urban Renewal Agency may construct or reconstruct necessary public facilities and publicly **or privately** owned utility systems, in conjunction with the improvements and activities listed below."

APPROVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY this 22nd day of September, 2003.

Wes Ryan
Chair

ATTEST:

Dorita McCalocan
City Recorder

RESOLUTION NO. UR 03-29-A

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON AUTHORIZING URBAN RENEWAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NO MORE THAN $3,000,000.

HEREAS the Urban Renewal Agency of the City of Lincoln City is authorized to issue bonds payable from the tax increment revenues of the Year 2000 Development Area; and,

WHEREAS the City of Lincoln City has chosen Option One for the Year 2000 Development Area as provided in ORS 457.435(2)(a), and is authorized to impose the Special Levies described in ORS 457.435(2)(a); and,

WHEREAS the City of Lincoln City has approved a maximum indebtedness for the Year 2000 Development Area of $43,000,000; the Agency has previously issued $14,325,000 of long term indebtedness and $1,700,00 of short term indebtedness which are subject to the maximum indebtedness limitation, and there is no other indebtedness outstanding for the Year 2000 Development Area to which the maximum indebtedness limitation applies, leaving the Agency $26,975,000 of capacity (excluding refinancings) to incur indebtedness for the Year 2000 Development Area; and,

WHEREAS, the Agency adopts this Resolution to authorize the issuance of bonds which are payable from the Tax Increment Revenues of the Year 2000 Development Area in a principal amount of not more than $3,000,000, and to provide the terms under which future urban renewal indebtedness may be issued; now, therefore,

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Definitions.

Unless the context clearly requires otherwise, the following terms shall have the following meanings:

"Actual Tax Increment Collections" means the amounts of the Tax Increment Revenues actually received by the Agency in a Fiscal Year.

"Agency Official" means the City Manager or the Finance Director of the City or a person designated by the City Manager or Finance Director to act as Agency Official under this Resolution.

"Agency" means the Urban Renewal Agency of the City of Lincoln City.

"Annual Debt Service" means the amount scheduled to be paid in a Fiscal Year of principal and interest and premium, if any, on any outstanding Bonds, reduced by the amount of any Bond interest which is scheduled to be paid from Bond proceeds.

"Area" means the City's Year 2000 Development Area described in the Plan, and all additions thereto.

"Bank" means Bank of America, N.A.

"Base Period" means any twelve consecutive months selected by the Agency out of the most recent twenty-four months preceding the delivery of a series of Parity Indebtedness.

"Beginning Balance" means the amount of Tax Increment Revenues that are available in the Subordinate Indebtedness Account on the first Business Day of the Fiscal Year.

"Bonds" means the Outstanding Bonds, the Series 2003 Bond and any Parity Indebtedness.

"Business Day" means any day except a Saturday, Sunday, or a holiday on which the offices of the City or the Bank are closed.

"City" means the City of Lincoln City, Oregon.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collection Deficiency" means the amount (if any) by which the Collection Requirement for a Fiscal Year exceeds the sum of (i) the Actual Tax Increment Collections for that Fiscal Year, plus (ii) the Beginning Balance for that Fiscal Year.

"Collection Requirement" means the sum of (a) one hundred ten percent (110.00%) of the Annual Debt Service for a Fiscal Year plus (b) the amount of any Collection Deficiency for the prior Fiscal Year.

"Divide the Taxes Revenues" means the amount of taxes calculated based on the increase in value of property in the Area which are payable to the Agency as permitted by Article IX, Section 1c of the Oregon Constitution.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or as otherwise defined by Oregon law.

"Government Obligations" means direct, noncallable obligations of the United States, or obligations the principal of and interest on which are fully secured and unconditionally guaranteed by the United States.

"Maximum Annual Debt Service" means the greatest Annual Debt Service, calculated on all Bonds which are Outstanding on the date of calculation.

"Maximum Tax Increment Revenues" means the greatest amount of Tax Increment Revenues which the Agency can collect for the Area under ORS 457.435(3) in a fiscal year. The Maximum Tax Increment Revenues include both the Divide the Tax Revennes

and all revenues that would be received if the Agency imposed the maximum Special Levy.

"Outstanding" means, when used to describe obligations, obligations that have not been paid or defeased.

"Outstanding Bonds" means the Agency's Year 2000 Development Area Urban Renewal Bonds, Series 2002 in the original aggregate principal amount of $5,000,000 which were authorized by Agency Resolution No. LCURA 02-06.

"Parity Indebtedness" means obligations issued in compliance with Section 5 of this Resolution which are secured by a lien on, and pledge of, the Security which is on a parity with the lien on, and pledge of, the Security which secures the Series 2003 Bond.

"Permitted Investments" means any investments in which the Agency is authorized to invest surplus funds under the laws of the State of Oregon.

"Plan" means the Agency's Year 2000 Development Plan approved by City Ordinance No. 88-16, as that plan has been, and may in the future be, amended.

"Qualified Consultant" means an independent engineer, an independent auditor, or an independent financial advisor, or similar independent professional consultant having experience and expertise in the area for which such person or firm is retained by the Agency for purposes of performing activities specified in this Resolution or in any supplemental resolution.

"Reserve Requirement" means the lesser of Maximum Annual Debt Service on all Outstanding Bonds or the amount described in the next sentence. If, at the time of issuance of a Series of Bonds, the amounts required to be added to the Bond Reserve Account to make the balance in the Bond Reserve Account equal to the Maximum Annual Debt Service exceeds the Tax Maximum calculated with respect to that Series, then the Reserve Requirement means the Reserve Requirement in effect immediately before the issuance of that Series of Bonds (calculated as if that Series of Bonds were not Outstanding), plus the Tax Maximum for the Series of Bonds.

"Resolution" means this Resolution authorizing the Series 2003 Bond, as it may be amended from time to time pursuant to Section 6.

"Security" means all Tax Increment Revenues, all amounts in the Tax Increment Fund (including earnings on amounts in the Tax Increment Fund), and (for the Series 2003 Bond only) all proceeds of the Series 2003 Bond.

"Series 2003 Bond" means the Agency's Year 2000 Development Area Urban Renewal Bond, Series 2003 which are authorized by Section 9 of this Resolution.

"Series 2003 Purchase Agreement" means the Bond Purchase Agreement between the Agency and the Bank for the Series 2003 Bond, which is executed pursuant to Section 9.2(a).

"Special Levy" means a tax levy in connection with the Area pursuant to Article XI, Section 11(16) of the Oregon Constitution and ORS 457.435(2)(a) or any replacement statute.

"Subordinate Indebtedness" means obligations which have a subordinate lien on the Tax Increment Revenues and are issued in compliance with Section 5.4.

"Tax Increment Fund" means the fund established under ORS 457.440(6)(b) to hold the Tax Increment Revenues.

"Tax Increment Revenues" means all Divide the Taxes Revenues and the proceeds of any Special Levy.

"Tax Maximum" means, for any Series of Bonds, the lesser of: the greatest amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on such Series; 125% of average amount of principal, interest and premium, if any, required to be paid on such Series during all Fiscal Years in which such Series will be Outstanding, calculated as of the date of issuance of such Series; or, ten percent of the proceeds of such Series, as "proceeds" is defined for purposes of Section 148(d) of the Code.

Section 2. Security for Bonds.

2.1. The Bonds shall not be general obligations of the Agency. The Agency shall be obligated to pay the Bonds solely from the Security.

2.2. The Agency hereby irrevocably pledges the Security to pay the Bonds. Pursuant to ORS 288.594, the pledge of the Security shall be valid and binding from the time of the adoption of the Resolution. The Security so pledged and hereafter received by the Agency shall immediately be subject to the lien of such pledge without any physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever to the fullest extent permitted by ORS 288.594(2).

2.3. The Agency has no obligations outstanding to which the Security has been pledged except the Outstanding Bonds, and the lien on, and pledge of, the Security to pay the Bonds shall be superior to all other claims against those amounts.

2.4. The Agency covenants that, so long as Bonds are outstanding:

(a) the Agency shall take whatever action may be required to collect the full amount of the Divide the Taxes Revenues each Fiscal Year;

(b) when the Agency establishes its budget for each Fiscal Year in which Bonds are outstanding, the Agency shall prepare a good faith estimate of the amount of the Actual

Tax Increment Collections which will result from the Divide the Taxes Revenues for that Fiscal Year and a good faith estimate of the Beginning Balance for that Fiscal Year; and,

(c) each Fiscal Year, before the deadline for imposing Special Levies for that Fiscal Year, the Agency shall calculate whether it is required to impose a Special Levy by subtracting the sum of the two estimates described in Section 2.4(b) from the Collection Requirement.

(i) If the result of this subtraction is positive (that is, if the sum of the two estimates is less than the Collection Requirement), the Agency shall impose a Special Levy in an amount which is estimated to produce Actual Tax Increment Collections from the Special Levy in that Fiscal Year which equals or exceeds the difference between the sum of the two estimates and the Collection Requirement.

(ii) If the result of this subtraction is zero or negative (that is, if the sum of the two estimates equals or exceeds the Collection Requirement), the Agency shall not be required to impose a Special Levy in that Fiscal Year.

2.5. The Agency covenants not to amend the boundaries of the Area to reduce the amount of land contained in the Area without the prior written consent of the Bank.

2.6. The Agency covenants to maintain its urban renewal plan as an "existing urban renewal plan" as defined in ORS 457.010(5)(a), and maintain the ability of the Agency to levy taxes for the Area pursuant to Article XI, Section 11(16) of the Oregon Constitution to pay the Bonds.

2.7. The provisions of the Resolution shall constitute a contract with the owners of the Bonds, and shall be enforceable by them.

Section 3. The Tax Increment Fund.

3.1. The Agency has previously established the Tax Increment Fund. The Tax Increment Fund shall be divided only into the following accounts: the Bond Payment Account, the Bond Reserve Account and the Subordinate Indebtedness Account. The Agency shall not create additional accounts in the Tax Increment Fund, but may create subaccounts in those accounts.

3.2. Until all Bonds are paid or defeased, the Agency shall deposit all Actual Tax Increment Collections in the Tax Increment Fund, and shall credit each deposit to the following accounts within the Tax Increment Fund in the following order of priority:

(a) to the Bond Payment Account, until the Bond Payment Account contains an amount sufficient to pay the Annual Debt Service for that Fiscal Year;

(b) to the Bond Reserve Account, if the balance in the Bond Reserve Account is then less than the Reserve Requirement, an amount sufficient to make the balance in the Bond Reserve Account equal to the Reserve Requirement; and,

(c) to the Subordinate Indebtedness Account, any amounts which remain after the foregoing deposits have been made.

3.3. Five (5) days before any payment date, if the balance in the Bond Payment Account is less than the amount of Bond principal, interest and premium, if any, due on that payment date, the Agency shall credit to the Bond Payment Account an amount equal to the deficiency from the following accounts in the following order of priority:

(a) the Subordinate Indebtedness Account; and,

(b) the Bond Reserve Account.

Section 4. Accounts.

4.1. Amounts credited to the Bond Payment Account shall be used only to pay Bond principal, interest and premium, if any. Amounts credited to the Bond Payment Account shall be invested in Permitted Investments which mature within one year.

4.2. The Agency covenants to fund, maintain and use the Bond Reserve Account as provided in this Section 4.2 as long as any Bonds are Outstanding. Except as specifically provided in this Section 4.2, amounts credited to the Bond Reserve Account shall be used only to pay Bond principal, interest and premium, if any, and only if sufficient funds are not available in the Bond Payment Account or the Subordinate Indebtedness Account.

(a) At closing of the Series 2003 Bond and each subsequent series of Parity Indebtedness the Agency shall deposit into the Bond Reserve Account an amount sufficient to make the balance in the Bond Reserve Account at least equal to the Reserve Requirement. The deposit may be made from amounts available in the Subordinate Indebtedness Account, from Bond proceeds, or other amounts available to the Agency.

(b) The Agency covenants to maintain a balance in the Bond Reserve Account which is equal to the Reserve Requirement, but solely from deposits of Tax Increment Revenues pursuant to Section 3.2(b) of the Resolution and closing deposits pursuant to Section 4.2(a).

(c) Amounts in the Bond Reserve Account shall be invested in Permitted Investments which shall mature not later than the last maturity date of the Outstanding Bonds. Permitted Investments in the Bond Reserve Account which mature in five years or less shall be valued at their cost, and Permitted Investments which mature in more than five years shall be valued at the lesser of their cost or their current market value.

(d) If the balance in the Bond Reserve Account is less than the Reserve Requirement, the Agency shall begin making transfers of Tax Increment Revenues to the Bond Reserve Account in accordance with Section 3.2(b). The transfers shall continue until the balance in the Bond Reserve Account is equal to the Reserve Requirement.

(e) If the balance in the Bond Reserve Account exceeds the Reserve Requirement, the Agency may transfer the excess to the Bond Payment Account or, if the balance in the

Bond Payment Account at that time is at least equal to the remaining, unpaid Annual Debt Service for that Fiscal Year, to the Subordinate Indebtedness Account.

(f) Earnings on the Bond Reserve Account shall be credited to the Bond Reserve Account whenever the balance in the Bond Reserve Account is less than the Reserve Requirement; otherwise earnings on the Bond Reserve Account shall be credited to the Bond Payment Account.

(g) All amounts on deposit in the Bond Reserve Account may be applied to the final payment (whether at maturity or by prior redemption) of Outstanding Bonds. Amounts so applied shall be credited against the amounts the Agency is required to transfer into the Bond Payment Account under Section 3.2(a).

(h) Amounts in the Bond Reserve Account may be transferred into escrow to defease Bonds, but only if the balance remaining in the Bond Reserve Account after the transfer is at least equal to the Reserve Requirement for the Bonds which remain Outstanding after the defeasance.

4.3. Money in the Subordinate Indebtedness Account may be used at any time for any legal purpose permitted under Chapter 457 of the Oregon Revised Statutes. However, if there is a deficiency in the Bond Payment Account or the Bond Reserve Account, Tax Increment Revenues credited to the Subordinate Indebtedness Account shall be used to eliminate the deficiency (in the order of priority described in Section 3.2) before money in the Subordinate Indebtedness Account is used for any other purpose.

Section 5. Senior, Parity and Subordinate Indebtedness

5.1. The Agency shall not issue obligations which have a lien on the Security which is superior to the lien of the Bonds.

5.2. Except as provided in Section 5.3, the Agency may issue other Parity Indebtedness only if all of the following conditions are met:

(a) As of the date of closing of the Parity Indebtedness, no Event of Default under the Resolution has occurred and is continuing.

(b) On or before the date of closing of the Parity Indebtedness the Agency files in its public records either:

(i) a certificate of the Agency Official stating that the Maximum Tax Increment Revenues for the Base Period at least equaled one hundred twenty-five percent (125.00%) of the Maximum Annual Debt Service on all then Outstanding Bonds, with the proposed Parity Indebtedness treated as Outstanding; or

(ii) a certificate or opinion of a Qualified Consultant:

(aa) stating the projected amount of the Maximum Tax Increment Revenues for the Fiscal Year in which the proposed Parity Indebtedness is issued and the projected amount of the Maximum Tax Increment Revenues for each of the four Fiscal Years after the Fiscal Year in which the proposed Parity Indebtedness are issued;

(bb) concluding that the respective amounts of projected Maximum Tax Increment Revenues in each of the Fiscal Years described in Section 5.2(b)(ii)(aa) are at least equal to one hundred twenty-five percent (125.00%) of the Annual Debt Service for each of those respective Fiscal Years on all Outstanding Bonds, with the proposed Parity Indebtedness treated as Outstanding;

(cc) stating the projected amount of the Maximum Tax Increment Revenues for the fifth Fiscal Year after the Fiscal Year in which the Parity Indebtedness are issued; and,

(dd) concluding that this amount described in Section 5.2(b)(ii)(cc) is at least equal to one hundred twenty-five percent (125.00%) of the Maximum Annual Debt Service on all Outstanding Bonds, with the proposed Parity Indebtedness treated as Outstanding.

5.3. The City may issue Parity Indebtedness to refund Outstanding Bonds without complying with Section 5.2. only if the Agency obtains the consent of the Bank (while the Bank is the owner of all Outstanding Bonds) or if:

(a) the refunded obligations are defeased or paid on the date of delivery of the refunding Parity Indebtedness; and,

(b) the Annual Debt Service on the refunding Parity Indebtedness does not exceed the Annual Debt Service on the refunded obligations in any Fiscal Year by more than $5,000.

5.4. The Agency may issue Subordinate Indebtedness only if the Subordinate Indebtedness is not payable from any account of the Tax Increment Fund except the Subordinate Indebtedness Account, and the Subordinate Indebtedness clearly states that:

(a) It is secured by a lien on or pledge of the Security which is subordinate to the lien on, and pledge of, the Security for the Bonds; and,

(b) It is not payable from any account of the Tax Increment Fund except the Subordinate Indebtedness Account.

Section 6. Amendment of Resolution.

6.1. **Amendment without Bondowner Consent.** The Agency may amend the Resolution without the consent of the Bank or any other bondowners for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in the Resolution;

(b) To add to the covenants and agreements of the Agency in the Resolution, other covenants and agreements to be observed by the Agency which are not contrary to or inconsistent with the Resolution as theretofore in effect;

(c) To authorize issuance of Bonds or Subordinate Indebtedness;

(d) To modify, amend or supplement the Resolution to qualify the Resolution under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of any Bonds for sale under the securities laws of any of the states of the United States of America;

(e) To confirm, as further assurance, any security interest or pledge created under the Resolution; or

(f) To modify any of the provisions of the Resolution in any other respect whatever, as long as the modification shall take effect only after all Bonds which are Outstanding at the time of the modification cease to be Outstanding.

6.2. **Amendment with Bondowner Consent.** Except as provided above in Section 6.1 and below in this Section 6.2, the Resolution may be amended only upon consent of owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding. Any amendment pursuant to this Section 6.2 shall require the prior written consent of the Bank (which shall not be unreasonably withheld) if the Bank owns at least $500,000.00 in principal amount of Bonds, and no amendment shall be valid without the consent of bondowners of 100 percent of the aggregate principal amount of the affected, Bonds Outstanding which:

(a) Extends the maturity of any Bond, reduces the rate of interest upon any Bond, extends the time of payment of interest on any Bond, reduces the amount of principal payable on any Bond, or reduces any premium payable on any Bond, without the consent of the affected bondowner; or,

(b) Reduces the percent of bondowners required to approve amendments to the Resolution.

Section 7. Default and Remedies.

7.1. The occurrence of one or more of the following shall constitute an Event of Default:

(a) Failure by the Agency to pay Bond principal, interest or premium when due (whether at maturity, or upon redemption after a Bond has been properly called for redemption);

(b) Failure by the Agency to observe and perform any covenant, condition, or agreement which the Resolution or the Series 2003 Purchase Agreement requires the Agency to observe or perform for the benefit of owners of Bonds, which failure continues for a period of 30 days after the Bank has made written demand on the Agency to cure such failure; or

(c) A material misrepresentation by the Agency in the Series 2003 Purchase Agreement, the Series 2003 Bond, the Outstanding Bonds or the purchase agreement with the Bank for the Outstanding Bonds.

7.2. Upon the occurrence and continuance of any Event of Default hereunder, the Bank may take whatever action may appear necessary or desirable to enforce or to protect any of the Bank's rights, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in the Resolution or in aid of the exercise of any power granted in the Resolution or for the enforcement of any other legal or equitable right vested in the Bank by the Resolution or by law.

7.3. Upon the occurrence of an Event of Default the Bank may increase the rate of interest on the Series 2003 Bond to the Default Rate, as defined in the Series 2003 Purchase Agreement. If the Agency subsequently cures the Events of Default which were the grounds for increasing the rate of interest on the Series 2003 Bond to the Default Rate, then the rate of interest on the Bonds shall automatically decrease to the original rate, effective as of the date on which all such Events of Default are cured.

7.4. No remedy in the Resolution conferred upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the Bank to exercise any remedy reserved to them, it shall not be necessary to give any notice other than such notice as may be required by the Resolution or by law.

7.5. The Bank may waive any Event of Default with respect to the Series 2003 Bond, but no such waiver shall extend to a subsequent Event of Default. No delay or omission of the Bank to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or to be an acquiescence therein; and every power and remedy given by this section to the Bank may be exercised from time to time and as often as may be deemed expedient by the Bank.

Section 8. Defeasance.

The Agency shall be obligated to pay any Bonds which are defeased in accordance with this Section 8 solely from the money and Government Obligations which are deposited in escrow pursuant to this Section 8. Bonds shall be deemed defeased if the Agency:

8.1. irrevocably deposits money or noncallable Government Obligations in escrow with an independent trustee or escrow agent which are calculated to be sufficient without reinvestment for the payment of Bonds which are to be defeased; and,

8.2. files with the escrow agent or trustee an opinion from a Qualified Consultant to the effect that the money and the principal and interest to be received from the Government Obligations are calculated to be sufficient, without further reinvestment, to pay the defeased Bonds when due.

Section 9. The Series 2003 Bond.

9.1. Authorization. The Agency hereby authorizes the sale and delivery of the Series 2003 Bond in accordance with the Resolution to finance urban renewal projects in the Area and to pay costs of issuing the Series 2003 Bond. The principal amount of the Series 2003 Bond shall not exceed Three Million Dollars ($3,000,000).

9.2. Delegation. The Agency Official may, on behalf of the Agency:

(a) Negotiate the sale of the Series 2003 Bond with the Bank and enter into the Series 2003 Bond Purchase Agreement.

(b) Participate in the preparation of, authorize the distribution of, and deem final any disclosure documents that are required for the Series 2003 Bond.

(c) Enter into additional covenants and provisions which the Agency Official determines are desirable to sell the Series 2003 Bond on favorable terms.

(d) Establish the final principal amounts, maturity schedules, interest rates, sale prices, redemption terms, payment terms and dates of the Series 2003 Bond.

(e) Designate the Series 2003 Bond as a "qualified tax-exempt obligation" under Section 265(b) of the Code.

(f) Issue, sell and deliver the Series 2003 Bond.

(g) Execute any documents and take any other action which the Agency Official finds is desirable to carry out the Resolution.

9.3. Form. The Series 2003 Bond shall be in the form prescribed by the Agency Official. The Series 2003 Bond shall be executed on behalf of the Agency with the facsimile signatures of the Chair and Secretary of the Agency. Each bond shall contain the following paragraph:

THIS BOND IS NOT A GENERAL OBLIGATION OF THE CITY OF LINCOLN CITY OR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AND IS NOT PAYABLE FROM ANY FUNDS OF THE CITY OF LINCOLN CITY OR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY EXCEPT THE SECURITY, AS DEFINED AND PROVIDED IN THE RESOLUTION AUTHORIZING THIS BOND. THIS BOND DOES NOT CONSTITUTE A DEBT OR INDEBTEDNESS OF THE CITY OF LINCOLN CITY, THE STATE OF OREGON, OR ANY POLITICAL SUBDIVISION THEREOF EXCEPT THE AGENCY.

9.4. Tax Covenants. The Agency covenants not to take any action, or omit to take any action, if the taking or omitting would cause interest on the Series 2003 Bond to become includable in gross income under the Code. The Agency Official may, on behalf of the Agency, enter into additional covenants to protect the tax-exempt status of the Series 2003 Bond.

Section 10. Amendment of Prior Bond Resolutions; Consent to Parity Indebtedness.

10.1. Agency Resolution No. LCURA 02-06 authorizing the Agency's Year 2000 Development Area Urban Renewal Bonds, Series 2002 shall be amended on acceptance of the Series 2003 Bond by the Bank to substitute the provisions of Section 2 of the Resolution for the comparable provisions of Resolution No. LCURA 02-06. After acceptance of the Series 2003 Bond by the Bank the Agency shall only be required to impose Special Levies as provided in the Resolution, and shall not be obligated to impose Special Levies in accordance with the provisions of Resolution No. LCURA 02-06.

10.2. Resolution No. LCURA 02-06 requires consent of the Bank for certain issues of Parity Indebtedness. By accepting the Series 2003 Bond the Bank shall be deemed to have consented to the issuance of Parity Indebtedness that complies with the requirements of Section 5 of the Resolution.

ADOPTED this 24th day of November, 2003.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY Wes Ryan
Authorized Officer

attest:

Anita McCalman
City Recorder

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR2004 - 01

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY, 2003-2004 BUDGET

WHEREAS, the Finance Officer has proposed certain budget appropriation transfers within the funds of the 2003-2004 Lincoln City Urban Renewal budget; and

WHEREAS, changes in Agency needs have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth as follows:

GENERAL FUND

FROM		TO	
Capital Outlay Reserve - Future Years	$100,000	Materials & Services Re-Imbursement to Parks Dev. Fund	$100,000

WHEREAS, it appears to this Urban Renewal Agency that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for the Lincoln

City Urban Renewal Agency 2003-2004 Budget are hereby ratified and approved and the Finance Officer is hereby authorized and directed to make said appropriation transfers.

This resolution shall be effective upon passage.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 28th day of June, 2004.

Wes Ryan

WES RYAN, CHAIR

ATTEST:

Oneita McCalman

ONEITA McCALMAN, CITY RECORDER

RESOLUTION NO. UR2004 - 01

ADOPTING THE BUDGET

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2004-05 in the total of **$12,230,408** now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2004, and for the purposes shown below are hereby appropriated:

GENERAL FUND	
Personal Services	$ 217,761
Materials & Services	$ 288,597
Capital Outlay	$ 7,270,227
Transfers	$ 300,000
TOTAL GENERAL FUND	**$ 8,076,585**
TAX INCREMENT FUND	
Debt Service	$ 3,653,323
TOTAL TAX INCREMENT FUND	**$ 3,653,323**
PROPERTY REHABILITATION FUND	
Capital Outlay	$ 500,500
TOTAL PROPERTY REHABILITATION FUND	**$ 500,500**
TOTAL APPROPRIATIONS ALL FUNDS	**$12,230,408**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This resolution shall take effect July 1, 2004.

The above resolution statements were approved and declared adopted on this 28th day of June 2004.

Wes Ryan

WES RYAN, CHAIR

ATTEST:

Oneita McCalman

ONEITA McCALMAN, CITY RECORDER

ACTUAL FY 2001-02	ACTUAL FY 2002-03	BUDGET FY 2003-04	ACCOUNT NUMBER	ITEM	ESTIMATE 06/30/04	BUDGET PROPOSED	BUDGET APPROVED	FY 2004-05 ADOPTED
				800-830- URBAN RENEWAL AGENCY				
				GENERAL FUND				
				REVENUE				
				MISCELLANEOUS REVENUE				
103,784	72,507	70,000	4610001	Interest Allocated	39,480	40,000	40,000	40,000
193,942	37,545	15,000	4302080	ODOT/LCDC Grants	30,000			
9,745	250		4404350	Deferred Improvement Agreements	849			
307,471	110,302	85,000		TOTAL MISCELANEOUS REVENUE	70,329	40,000	40,000	40,000
				OTHER RESOURCES				
1,200,000	5,000,000	3,500,000	4801001	Bond Proceeds	3,000,000	5,000,000	5,000,000	5,000,000
		3,195,089	4890001	Estimated Beginning Balance		3,036,585	3,036,585	3,036,585
4,721,100	2,608,676		4890010	Beginning Balance	3,410,382			
5,921,100	7,608,676	6,695,089		TOTAL OTHER RESOURCES	6,410,382	8,036,585	8,036,585	8,036,585
6,228,571	7,718,978	6,780,089		**TOTAL RESOURCES**	6,480,711	8,076,585	8,076,585	8,076,585
				EXPENDITURES				
				PERSONAL SERVICES				
88,488	135,299	143,094	6101100	Salaries	103,583	140,381	140,381	140,381
28,578			6102002	Part-time Employees	5,010	5,000	5,000	5,000
7,344	3,057	5,000	6103012	Overtime	5,530	5,000	5,000	5,000
				Payroll Taxes, Ins. & Benefits:				
9,227	10,530	11,329	6105011	Fica/Medicare	8,730	11,504	11,504	11,504
1,773	1,745	2,013	6105012	Worker's Compensation	1,221	1,793	1,793	1,793
20,274	28,735	33,321	6106011	Insurance Benefits	23,100	33,320	33,320	33,320
491	784	901	6106012	Life/Disability Insurance	685	828	828	828
13,855	19,403	24,672	6106014	Retirement	11,865	15,585	15,585	15,585
				Reserve for PERS	3,275	4,350	4,350	4,350
170,030	199,553	220,330		TOTAL PERSONAL SERVICES	162,999	217,761	217,761	217,761

ACTUAL FY 2001-02	ACTUAL FY 2002-03	BUDGET FY 2003-04	ACCOUNT NUMBER	ITEM	ESTIMATE 06/30/04	BUDGET PROPOSED	BUDGET APPROVED	FY 2004-05 ADOPTED
				800-830- URBAN RENEWAL AGENCY				
				GENERAL FUND				
				MATERIALS & SERVICES				
18,314	31,853	50,000	6201119	Contracted Services/Appraisals	32,850	75,000	75,000	75,000
2,730	4,750	5,500	6201151	Auditing	4,750	4,000	4,000	4,000
4,629	986	5,000	6201152	Legal Services	1,200	3,000	3,000	3,000
			6201155	Bond Issuance Costs	9,906	15,000	15,000	15,000
		10,000	6201154	Engineering (GIS)	8,300	20,000	20,000	20,000
203	48	1,200	6202101	Computer Software	300	300	300	300
3,508	2,757	3,000	6203020	Telephone	1,610	2,000	2,000	2,000
581	729	1,000	6205001	Legal Notices	1,800	2,000	2,000	2,000
618	276	1,000	6205003	Printing		500	500	500
	543	2,000	6206001	Training	200	2,000	2,000	2,000
2,294	2,452	3,000	6206002	Conferences & meetings	900	2,000	2,000	2,000
367	1,180	2,000	6206003	Travel & Subsistence	750	2,000	2,000	2,000
200	1,043	1,500	6206005	Memberships & Dues	100	1,500	1,500	1,500
492	72	200	6209001	Postage & Shipping	50	100	100	100
3,153	2,377	2,170	6209010	Insurance	2,499	2,625	2,625	2,625
1,075	6,193		6210010	Minor Project costs				
	7240	5,000	6210011	Taft Projects	3,865	10,000	10,000	10,000
	527	10,000	6210012	Oceanlake Projects	5,800	20,000	20,000	20,000
		5,000	6210013	Other Pearls	3,050	8,000	8,000	8,000
6,923	6,259	7,000	6211020	Office Equip/Computer Maint	7,300	5,000	5,000	5,000
473	440	1,500	6220001	Stationary Supplies	485	1,500	1,500	1,500
708	895	1,000	6221001	Gasoline, Fuel & Oils	600	1,000	1,000	1,000
140	39	500	6221019	Vehicle Maintenance		500	500	500
2,151	2,213	3,000	6229001	Supplies	7,075	7,000	7,000	7,000
1,893			6231220	Taft Historic Preservation Grant				
11,950	12,800	13,440	6299120	Re-imbursement to Lincoln Sq Fund	13,440	13,980	13,980	13,980
	260,000	1,600,000	6299271	Re-imbursement Parks Dev Fund	1,600,000			
64,200	74,500	88,480	6299111	Re-imbursement to General Fund	88,480	89,592	89,592	89,592
126,602	420,172	1,822,490		TOTAL MATERIALS & SERVICES	1,795,310	288,597	288,597	288,597

ACTUAL FY 2001-02	ACTUAL FY 2002-03	BUDGET FY 2003-04	ACCOUNT NUMBER	ITEM	ESTIMATE 06/30/04	BUDGET PROPOSED	BUDGET APPROVED	FY 2004-05 ADOPTED
				800-830- URBAN RENEWAL AGENCY				
				GENERAL FUND				
				CAPITAL OUTLAY				
	999	3,000	6320001	Office Equipment	2,456	2,200	2,200	2,200
566	2,451	2,000	6320201	Other Equipment	1,690	3,000	3,000	3,000
			6310101	Automobiles				
1,495			6330201	Building Improvements				
27,989	1,735,470	20,000	6340234	Undergrounding	137,280	2,550,000	2,550,000	2,550,000
		55,000	6340104	Economic Development Study				
34,188	13,826		6340109	Geographic Information Sys (GIS)				
162,369	36,610	470,000	6340108	Oceanlake Redevelopment	175,000	900,000	900,000	900,000
				Nelscott Redevelopment-Design				
			6340213	S 32nd Alignment/signalization		75,000	75,000	75,000
			6340250	Watermain Replacement -				
				Delake - Nelscott - Taft		1,742,000	1,742,000	1,742,000
			6340233	Sidewalks (North Gap)	10,000	120,000	120,000	120,000
70,902			6340208	Sidewalks (SE 9th, Hwy 101-Jetty)				
	255,000		6340208	Sidewalks (Taft/Hwy 101)	77,914			
	16,486	150,000	6340255	Central Baywalk (Bridge-52nd)	6,488	100,000	100,000	100,000
94,295			6340207	Parking lot construction				
34,461	54,993	100,000	6340238	Taft District Streets/Parking	9,584	150,000	150,000	150,000
		175,000	6330201	Glass Studio Building	75,000			
2,165,722	148,901		6340246	SW 51st Construction	75,624			
199,282	23,679		6340245	SW 48th Street Extension				
			6340203	Sewer Improvements				
				PARK IMPROVEMENTS				
		65,000	6340226	Canyon Drive Improvements	10,203			
7,577	188,112		6340228	Skateboard Facility				
34,880			6340230	Siletz Bay Park Restroom				

ACTUAL FY 2001-02	ACTUAL FY 2002-03	BUDGET FY 2003-04	ACCOUNT NUMBER	ITEM	ESTIMATE 06/30/04	BUDGET PROPOSED	BUDGET APPROVED	FY 2004-05 ADOPTED
				800-830- URBAN RENEWAL AGENCY				
				GENERAL FUND				
			6340401	Hedrick Property Purchase	257,881			
3,246			6340239	NW 15th Beach Access Improvements		5,000	5,000	5,000
4,700	8047	5,000	6340305	Bonding Expense				
		200,000	6340401	Oceanlake Property Acquisition	186,697			
481,591	1,204,297		6340401	Taft Property Acquisition				
		2,982,269	6370400	Reserve Agency Approved Projects		1,623,027	1,623,027	1,623,027
3,323,263	3,688,871	4,227,269		TOTAL CAPITAL OUTLAY	1,025,817	7,270,227	7,270,227	7,270,227
				OTHER DISBURS & EXPENSE				
		510,000	6601832	Transfer Property Rehab Program	460,000	300,000	300,000	300,000
		510,000		TOTAL OTHER DISBURS & EXPENSE	460,000	300,000	300,000	300,000
3,619,895	4,308,596	6,780,089		**TOTAL EXPENDITURES**	3,444,126	8,076,585	8,076,585	8,076,585
2,608,676	3,410,382			ENDING BALANCE	3,036,585			

Lincoln City Urban Renewal Agency
Tax Increment Calculations

	Actual 1998-99	Actual 1999-00	Actual 2000-01	Actual 2001-02	Actual 2002-03	Est Actual 2003-04	Proposed 2004-05
Lincoln City Taxable Assessed Value	668,338,032	708,077,818	745,516,106	769,009,560	797,739,809	855,730,360	888,558,087
Less: Frozen Base and Taxable Value Outside the Urban Renewal Boundaries	565,405,156	595,361,463	619,475,221	638,947,588	661,582,167	712,457,843	735,256,494
Urban Renewal Assessed Value	102,932,876	112,716,355	126,040,885	130,061,972	136,157,642	143,272,517	153,301,593
Average Composite Tax Rate	$16.8779	$17.0514	$16.4989	$16.2804	$15.5915	$15.4642	$15.4000
Tax Increment	1,737,287	1,921,968	2,079,533	2,117,409	2,122,906	2,215,598	2,360,845
Less: Estimated Amount Not To Be Received In Current Year	154,780	172,059	190,569	189,349	191,061	199,398	236,085
Estimated Taxes To Be Collected	$1,582,507	$1,749,909	$1,888,964	$1,928,060	$1,931,845	$2,016,200	$2,124,760

LINCOLN CITY URBAN RENEWAL AGENCY
LONG TERM DEBT
BOND AMORTIZATION

FISCAL YEAR	SERIES 2002 PRINCIPAL	2002 INTEREST	SERIES 2003 PRINCIPAL	2003 INTEREST	TOTAL	PROPOSED SERIES 2004 PRINCIPAL	2004 INTEREST	TOTAL PRINCIPAL & INTEREST
2004-05	1,250,000	105,938	255,273	108,462	1,719,673	228,129	111,224	2,059,026
2005-06	1,250,000	63,564	265,375	98,360	1,677,299	471,860	206,846	2,356,005
2006-07	1,250,000	21,188	275,877	87,858	1,634,923	493,455	185,251	2,313,629
2007-08			286,794	76,940	363,734	516,038	162,668	1,042,440
2008-09			298,144	65,591	363,735	539,654	139,052	1,042,441
2009-10			309,943	53,792	363,735	564,352	114,354	1,042,441
2010-11			322,209	41,526	363,735	590,179	88,527	1,042,441
2011-12			334,960	28,775	363,735	617,189	61,517	1,042,441
2012-13			348,215	15,519	363,734	645,434	33,271	1,042,439
2013-14			179,242	2,626	181,868	333,710	5,642	521,220
TOTAL	3,750,000	190,690	2,876,032	579,449	7,396,171	5,000,000	1,108,352	13,504,523

ACTUAL FY 2001-02	ACTUAL FY 2002-03	BUDGET FY 2003-04	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/2004	BUDGET PROPOSED	BUDGET APPROVED	FY 2004-05 ADOPTED
				800-831- URBAN RENEWAL AGENCY				
				TAX INCREMENT FUND				
				REVENUE				
				TAXES				
1,928,060	1,939,840	1,994,369	4101010	Current Property Taxes	2,016,200	2,124,760	2,124,760	2,124,760
135,124	132,725	149,000	4101020	Prior Property Taxes	124,200	125,000	125,000	125,000
2,063,184	2,072,565	2,143,369		TOTAL TAXES	2,140,400	2,249,760	2,249,760	2,249,760
				MISCELLANEOUS REVENUE				
30,917	11,958	14,000	4610001	Interest Allocated	14,685	22,500	22,500	22,500
1,763	776	1,000	4610002	Interest Direct	830	1,000	1,000	1,000
32,680	12,734	15,000		TOTAL MISCELLANEOUS REVENUE	15,515	23,500	23,500	23,500
				OTHER RESOURCES				
		797,184	4890001	Estimated Beginning Balance		1,380,063	1,380,063	1,380,063
1,088,546	363,699		4890010	Beginning Balance	796,574			
1,088,546	363,699	797,184		TOTAL OTHER RESOURCES	796,574	1,380,063	1,380,063	1,380,063
3,184,410	2,448,998	2,955,553		**TOTAL RESOURCES**	2,952,489	3,653,323	3,653,323	3,653,323
				EXPENDITURES				
				DEBT SERVICE				
				INTEREST				
112,378	144,091	150,428	6410201	Interest - Series 2002	137,308	105,938	105,938	105,938
			6410201	Interest - Series 2003	61,149	108,462	108,462	108,462
			6410201	Interest - Series 2004		111,224	111,224	111,224
				PRINCIPAL				
2,708,333	1,508,333	1,250,000	6450201	Principal - Series 2002	1,250,000	1,250,000	1,250,000	1,250,000
			6410201	Principal - Series 2003	123,969	255,273	255,273	255,273
			6410201	Principal - Series 2004		228,129	228,129	228,129
		1,555,125	6450301	Reserve for Future Years		1,594,297	1,594,297	1,594,297
2,820,711	1,652,424	2,955,553		TOTAL DEBT SERVICE	1,572,426	3,653,323	3,653,323	3,653,323
2,820,711	1,652,424	2,955,553		**TOTAL EXPENDITURES**	1,572,426	3,653,323	3,653,323	3,653,323
363,699	796,574			ENDING BALANCE	1,380,063			

ACTUAL FY 2001-02	ACTUAL FY 2002-03	BUDGET FY 2003-04	ACCOUNT NUMBER	ITEM	ESTIMATE 6/30/2004	BUDGET PROPOSED	BUDGET APPROVED	FY 2004-05 ADOPTED
				800-832- URBAN RENEWAL AGENCY				
				PROPERTY REHABILITATION FUND				
				REVENUE				
				MISCELLANEOUS REVENUE				
9,327	3,034	3,000	4610001	Interest Allocated	1,900	1,500	1,500	1,500
25,744	43,088	70,000	4650004	Loan Repayments	84,100	110,000	110,000	110,000
35,071	46,122	73,000		TOTAL MISCELLANEOUS REVENUE	86,000	111,500	111,500	111,500
		510,000		Transfer from UR General Fund	460,000	300,000	300,000	300,000
		171,826	4890001	Estimated Beginning Balance		89,000	89,000	89,000
426,673	327,317		4890010	Beginning Balance	66,859			
426,673	327,317	681,826		TOTAL OTHER RESOURCES	526,859	389,000	389,000	389,000
461,744	373,439	754,826		**TOTAL RESOURCES**	612,859	500,500	500,500	500,500
				EXPENDITURES				
				CAPITAL OUTLAY				
4,696	800	15,000	6340105	Design Consultation	800	5,000	5,000	5,000
129,731	305,780	579,826	6370130	Property Rehabilitation	363,059	495,500	495,500	495,500
			6370160	Project Administration				
		160,000		Museum	160,000			
134,427	306,580	754,826		TOTAL CAPITAL OUTLAY	523,859	500,500	500,500	500,500
134,427	306,580	754,826		**TOTAL EXPENDITURES**	523,859	500,500	500,500	500,500
327,317	66,859			ENDING BALANCE	89,000	0		

Lincoln City Urban Renewal Agency
Annual Budget
Salaries
2004-2005

Positions	No. of Positions	Salary Range	Average Monthly Salary	Annual Budgeted Salary
Director	1	4169/5320	$ 4,274	$ 51,286
Contract Admin/Proje	1	3287/4195	$ 4,090	$ 49,082
Assistant to Urban Re	1	2767/3531	$ 3,334	$ 40,013
				$ 140,381

Additional Information

DR UR 2004-03

RESOLUTION NO. UR 04-03

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON AUTHORIZING URBAN RENEWAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NO MORE THAN $5,000,000.

WHEREAS the Urban Renewal Agency of the City of Lincoln City is authorized to issue bonds payable from the tax increment revenues of the Year 2000 Development Area; and,

WHEREAS the City of Lincoln City has chosen Option One for the Year 2000 Development Area as provided in ORS 457.435(2)(a), and is authorized to impose the Special Levies described in ORS 457.435(2)(a); and,

WHEREAS the City of Lincoln City has approved a maximum indebtedness for the Year 2000 Development Area of $43,000,000, the Agency has previously issued $17,325,000 of long term indebtedness and $1,700,000 of short term indebtedness which are subject to the maximum indebtedness limitation, and there is no other indebtedness outstanding for the Year 2000 Development Area to which the maximum indebtedness limitation applies, leaving the Agency $23,975,000 of capacity (excluding refinancings) to incur indebtedness for the Year 2000 Development Area; and,

WHEREAS, the Agency adopts this Resolution to authorize the issuance of bonds which are payable from the Tax Increment Revenues of the Year 2000 Development Area in a principal amount of not more than $5,000,000, and to state the terms under which future urban renewal indebtedness may be issued; now, therefore,

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Definitions.

Unless the context clearly requires otherwise, the following terms shall have the following meanings:

"Actual Tax Increment Collections" means the amounts of the Tax Increment Revenues actually received by the Agency in a Fiscal Year.

"Agency Official" means the City Manager or the Finance Director of the City or a person designated by the City Manager or Finance Director to act as Agency Official under this Resolution.

"Agency" means the Urban Renewal Agency of the City of Lincoln City.

"Annual Debt Service" means the amount scheduled to be paid in a Fiscal Year of principal and interest and premium, if any, on any outstanding Bonds, reduced by the amount of any Bond interest which is scheduled to be paid from Bond proceeds.

"Area" means the City's Year 2000 Development Area described in the Plan, and all additions thereto.

"Bank" means Bank of America, N.A.

"Base Period" means any twelve consecutive months selected by the Agency out of the most recent twenty-four months preceding the delivery of a series of Parity Indebtedness.

"Beginning Balance" means the amount of Tax Increment Revenues that are available in the Subordinate Indebtedness Account on the first Business Day of the Fiscal Year.

"Bonds" means the Outstanding Bonds, the Series 2004 Bond and any Parity Indebtedness.

"Business Day" means any day except a Saturday, Sunday, or a holiday on which the offices of the City or the Bank are closed.

"City" means the City of Lincoln City, Oregon.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collection Deficiency" means the amount (if any) by which the Collection Requirement for a Fiscal Year exceeds the sum of (i) the Actual Tax Increment Collections for that Fiscal Year, plus (ii) the Beginning Balance for that Fiscal Year.

"Collection Requirement" means the sum of (a) one hundred ten percent (110.00%) of the Annual Debt Service for a Fiscal Year plus (b) the amount of any Collection Deficiency for the prior Fiscal Year.

"Divide the Taxes Revenues" means the amount of taxes calculated based on the increase in value of property in the Area which are payable to the Agency as permitted by Article IX, Section 1c of the Oregon Constitution.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or as otherwise defined by Oregon law.

"Government Obligations" means direct, noncallable obligations of the United States, or obligations the principal of and interest on which are fully secured and unconditionally guaranteed by the United States.

"Maximum Annual Debt Service" means the greatest Annual Debt Service, calculated on all Bonds which are Outstanding on the date of calculation.

"Maximum Tax Increment Revenues" means the greatest amount of Tax Increment Revenues which the Agency can collect for the Area under ORS 457.435(3) in a fiscal year. The Maximum Tax Increment Revenues include both the Divide the Tax Revenues and all revenues that would be received if the Agency imposed the maximum Special Levy.

"Outstanding Bonds" means the Agency's Year 2000 Development Area Urban Renewal Bonds, Series 2002 in the original aggregate principal amount of $5,000,000 which were authorized by Agency Resolution No. LCURA 02-06, and the Agency's Year 2000 Development Area Urban Renewal Bond, Series 2003 in the original aggregate principal amount of $3,000,000 which was authorized by Agency Resolution No. UR 03-09.

"Outstanding" means, when used to describe obligations, obligations that have not been paid or defeased.

"Parity Indebtedness" means obligations issued in compliance with Section 5 of this Resolution which are secured by a lien on, and pledge of, the Security which is on a parity with the lien on, and pledge of, the Security which secures the Outstanding Bonds.

"Permitted Investments" means any investments in which the Agency is authorized to invest surplus funds under the laws of the State of Oregon.

"Plan" means the Agency's Year 2000 Development Plan approved by City Ordinance No. 88-16, as that plan has been, and may in the future be, amended.

"Qualified Consultant" means an independent engineer, an independent auditor, or an independent financial advisor, or similar independent professional consultant having experience and expertise in the area for which such person or firm is retained by the Agency for purposes of performing activities specified in this Resolution or in any supplemental resolution.

"Resolution" means Agency Resolution No. LCURA 02-06, as amended by Agency Resolution No. UR 03-09 and this Resolution, as those resolutions may be amended from time to time pursuant to Section 6. This Resolution contains all of the currently existing covenants, restrictions and terms of Agency Resolution No. LCURA 02-06 and Agency Resolution No. UR 03-09 that apply to the Series 2004 Bonds and any Parity Indebtedness.

"Security" means all Tax Increment Revenues, all amounts in the Tax Increment Fund (including earnings on amounts in the Tax Increment Fund), (for the Series 2003 Bond only) all proceeds of the Series 2003 Bond, and (for the Series 2004 Bond only) all proceeds of the Series 2004 Bond.

"Series" refers to all Bonds issued pursuant to a single resolution or ordinance unless the closing documents provide otherwise.

"Series 2003 Bond" means the Agency's Year 2000 Development Area Urban Renewal Bond, Series 2003 in the original aggregate principal amount of $3,000,000 which was authorized by Agency Resolution No. UR 03-09.

"Series 2004 Bond" means the Agency's Year 2000 Development Area Urban Renewal Bond, Series 2004 which is authorized by Section 9 of this Resolution.

"Series 2004 Purchase Agreement" means the Bond Purchase Agreement between the Agency and the Bank for the Series 2004 Bond, which is executed pursuant to Section 9.2(a).

"Special Levy" means a tax levy in connection with the Area pursuant to Article XI, Section 11(16) of the Oregon Constitution and ORS 457.435(2)(a) or any replacement statute.

"Subordinate Indebtedness" means obligations which have a subordinate lien on the Tax Increment Revenues and are issued in compliance with Section 5.4.

"Tax Increment Fund" means the fund established under ORS 457.440(6)(b) to hold the Tax Increment Revenues.

"Tax Increment Revenues" means all Divide the Taxes Revenues and the proceeds of any Special Levy.

"Tax Maximum" means, for any Series of Bonds, the lesser of: the greatest amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on such Series; 125% of average amount of principal, interest and premium, if any, required to be paid on such Series during all Fiscal Years in which such Series will be Outstanding, calculated as of the date of issuance of such Series; or, ten percent of the proceeds of such Series, as "proceeds" is defined for purposes of Section 148(d) of the Code.

Section 2. Security for Bonds.

2.1. The Bonds shall not be general obligations of the Agency. The Agency shall be obligated to pay the Bonds solely from the Security.

2.2. The Agency hereby irrevocably pledges the Security to pay the Bonds. Pursuant to ORS 288.594, the pledge of the Security shall be valid and binding from the time of the adoption of the Resolution. The Security so pledged and hereafter received by the Agency shall immediately be subject to the lien of such pledge without any physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever to the fullest extent permitted by ORS 288.594(2).

2.3. The Agency has no obligations outstanding to which the Security has been pledged except the Outstanding Bonds, and the lien on, and pledge of, the Security to pay the Bonds shall be superior to all other claims against those amounts.

2.4. The Agency covenants that, so long as Bonds are outstanding:

(a) the Agency shall take whatever action may be required to collect the full amount of the Divide the Taxes Revenues each Fiscal Year;

(b) when the Agency establishes its budget for each Fiscal Year in which Bonds are outstanding, the Agency shall prepare a good faith estimate of the amount of the Actual Tax Increment Collections which will result from the Divide the Taxes Revenues for that Fiscal Year and a good faith estimate of the Beginning Balance for that Fiscal Year; and,

(c) each Fiscal Year, before the deadline for imposing Special Levies for that Fiscal Year, the Agency shall calculate whether it is required to impose a Special Levy by subtracting the sum of the two estimates described in Section 2.4(b) from the Collection Requirement.

(i) If the result of this subtraction is positive (that is, if the sum of the two estimates is less than the Collection Requirement), the Agency shall impose a Special Levy in an amount which is estimated to produce Actual Tax Increment Collections from the Special Levy in that Fiscal Year which equals or exceeds the difference between the sum of the two estimates and the Collection Requirement.

(ii) If the result of this subtraction is zero or negative (that is, if the sum of the two estimates equals or exceeds the Collection Requirement), the Agency shall not be required to impose a Special Levy in that Fiscal Year.

2.5. The Agency covenants not to amend the boundaries of the Area to reduce the amount of land contained in the Area without the prior written consent of the Bank while Outstanding Bonds or the Series 2004 Bond are Outstanding.

2.6. The Agency covenants to maintain its urban renewal plan as an "existing urban renewal plan" as defined in ORS 457.010(5)(a), and maintain the ability of the Agency to levy taxes for the Area pursuant to Article XI, Section 11(16) of the Oregon Constitution to pay the Bonds.

2.7. The provisions of the Resolution shall constitute a contract with the owners of the Bonds, and shall be enforceable by them.

Section 3. The Tax Increment Fund.

3.1. The Agency has previously established the Tax Increment Fund. The Tax Increment Fund shall be divided only into the following accounts: the Bond Payment Account, the Bond Reserve Account and the Subordinate Indebtedness Account. The Agency shall not create additional accounts in the Tax Increment Fund, but may create subaccounts in those accounts.

3.2. Until all Bonds are paid or defeased, the Agency shall deposit all Actual Tax Increment Collections in the Tax Increment Fund, and shall credit each deposit to the following accounts within the Tax Increment Fund in the following order of priority:

(a) to the Bond Payment Account, until the Bond Payment Account contains an amount sufficient to pay the Annual Debt Service for that Fiscal Year;

(b) to the Bond Reserve Account, if the balance in any subaccount of the Bond Reserve Account is then less than the Tax Maximum for the Series for which the subaccount is created, an amount sufficient to make the balance in each subaccount of the Bond Reserve Account equal to the Tax Maximum for the Series for which the subaccount is created; and,

(c) to the Subordinate Indebtedness Account, any amounts which remain after the foregoing deposits have been made.

3.3. Five (5) days before any payment date, if the balance in the Bond Payment Account is less than the amount of Bond principal, interest and premium, if any, due on that payment date, the Agency shall credit to the Bond Payment Account an amount equal to the deficiency from the following accounts in the following order of priority:

(a) the Subordinate Indebtedness Account; and,

(b) the Bond Reserve Account. If a deficiency remains in the Bond Payment Account after all available amounts have been transferred to the Bond Payment Account from the Subordinate Indebtedness Account, then the Agency shall allocate the remaining deficiency among all Series of Bonds for which payments are then due, in proportion to the amount that is then due, and shall withdraw the allocated deficiency for each Series from the subaccount in the Bond Reserve Account that was created for that Series.

Section 4. Accounts.

4.1. Amounts credited to the Bond Payment Account shall be used only to pay Bond principal, interest and premium, if any. Amounts credited to the Bond Payment Account shall be invested in Permitted Investments which mature within one year.

4.2. The Agency covenants to fund, maintain and use the Bond Reserve Account as provided in this Section 4.2 as long as any Bonds are Outstanding. Except as specifically provided in this Section 4.2, amounts credited to the Bond Reserve Account shall be used only to pay Bond principal, interest and premium, if any, and only if sufficient funds are not available in the Bond Payment Account or the Subordinate Indebtedness Account.

(a) At closing of the Series 2004 Bond the Agency shall:

(i) Create subaccounts for each Series of Bonds that were Outstanding immediately prior to issuing Series 2004 Bond, and allocate to each subaccount from amounts that were credited to the Bond Reserve Account before the Series 2004 Bond is issued (and from amounts in the Subordinate Indebtedness Account if necessary), amounts that are sufficient to make the balance in each subaccount at least each to the Tax Maximum for the Series of Bonds for which each subaccount was created.

(ii) Create a subaccount for the Series 2004 Bond in the Bond Reserve Account and transfer to the Series 2004 Bond subaccount an amount equal to the Tax Maximum for the Series 2004 Bond.

(b) The Agency shall create a separate subaccount in the Bond Reserve Account for each subsequent Series of Parity Indebtedness, and shall credit to that subaccount an amount sufficient to make the balance in that subaccount at least equal to the Tax Maximum for that Series.

(c) Amounts credited to the Bond Reserve Account may be in the form of amounts available in the Subordinate Indebtedness Account, Bond proceeds, or other amounts available to the Agency.

(d) The Agency covenants to maintain a balance in each subaccount of the Bond Reserve Account which is equal to the Tax Maximum for the Series for which the subaccount was created, but solely from deposits of Tax Increment Revenues pursuant to Section 3.2(b) of the Resolution and closing deposits pursuant to Section 4.2(a).

(e) Amounts in each subaccount of the Bond Reserve Account shall be invested in Permitted Investments which shall mature not later than the last maturity date of the Series for which the subaccount was created. Permitted Investments in the Bond Reserve Account which mature in five years or less shall be valued at their cost, and Permitted Investments which mature in more than five years shall be valued at the lesser of their cost or their current market value.

(f) If the balance in any subaccount of the Bond Reserve Account is less than the Tax Maximum for the Series for which the subaccount was created, the Agency shall begin making transfers of Tax Increment Revenues to that subaccount in accordance with Section 3.2(b). The transfers shall continue until the balance in each subaccount in the Bond Reserve Account is equal to the Tax Maximum for the Series for which the subaccount was created.

(g) If the balance in any subaccount of the Bond Reserve Account exceeds the Tax Maximum for the Series for which the subaccount was created, the Agency may: (i) transfer the excess to the Bond Payment Account; or, (ii) if the balance in the Bond Payment Account at that time is at least equal to the remaining, unpaid Annual Debt Service for that Fiscal Year, transfer the excess to the Subordinate Indebtedness Account; or, (iii) if an Agency Official certifies in writing that the Agency reasonably expects to collect an amount of Tax Increment Revenues in the Fiscal Year of the transfer that equals or exceeds the Collection Requirement for that Fiscal Year, transfer the excess to a subaccount in the Bond Reserve for another Series of Bonds.

(h) Earnings on each subaccount of the Bond Reserve Account shall be credited to that subaccount whenever the balance in that subaccount is less than the Tax Maximum for the Series for which the subaccount was created; otherwise earnings on each subaccount of the Bond Reserve Account shall be credited to the Bond Payment Account.

(i) All amounts on deposit in a subaccount of the Bond Reserve Account may be applied to the final payment (whether at maturity or by prior redemption) of the Series of Bonds for which the subaccount was created. Amounts so applied shall be credited against the amounts the Agency is required to transfer into the Bond Payment Account under Section 3.2(a).

(j) Amounts in a subaccount of the Bond Reserve Account may be transferred into escrow to defease Bonds of the Series for which the subaccount was created, but only if the balance remaining in the subaccount after the transfer is at least equal to maximum annual debt service on the Bonds of the Series which remain Outstanding after the defeasance.

4.3. Money in the Subordinate Indebtedness Account may be used at any time for any legal purpose permitted under Chapter 457 of the Oregon Revised Statutes. However, if there is a deficiency in the Bond Payment Account or the Bond Reserve Account, Tax Increment Revenues credited to the Subordinate Indebtedness Account shall be used to eliminate the deficiency (in the

order of priority described in Section 3.2) before money in the Subordinate Indebtedness Account is used for any other purpose.

Section 5. Senior, Parity and Subordinate Indebtedness

5.1. The Agency shall not issue obligations which have a lien on the Security which is superior to the lien of the Bonds.

5.2. Except as provided in Section 5.3, the Agency may issue other Parity Indebtedness only if all of the following conditions are met:

(a) As of the date of closing of the Parity Indebtedness, no Event of Default under the Resolution has occurred and is continuing.

(b) On or before the date of closing of the Parity Indebtedness the Agency files in its public records either:

(i) a certificate of the Agency Official stating that the Maximum Tax Increment Revenues for the Base Period at least equaled one hundred twenty-five percent (125.00%) of the Maximum Annual Debt Service on all then Outstanding Bonds, with the proposed Parity Indebtedness treated as Outstanding; or

(ii) a certificate or opinion of a Qualified Consultant:

(aa) stating the projected amount of the Maximum Tax Increment Revenues for the Fiscal Year in which the proposed Parity Indebtedness is issued and the projected amount of the Maximum Tax Increment Revenues for each of the four Fiscal Years after the Fiscal Year in which the proposed Parity Indebtedness are issued;

(bb) concluding that the respective amounts of projected Maximum Tax Increment Revenues in each of the Fiscal Years described in Section 5.2(b)(ii)(aa) are at least equal to one hundred twenty-five percent (125.00%) of the Annual Debt Service for each of those respective Fiscal Years on all Outstanding Bonds, with the proposed Parity Indebtedness treated as Outstanding;

(cc) stating the projected amount of the Maximum Tax Increment Revenues for the fifth Fiscal Year after the Fiscal Year in which the Parity Indebtedness are issued; and,

(dd) concluding that this amount described in Section 5.2(b)(ii)(cc) is at least equal to one hundred twenty-five percent (125.00%) of the Maximum Annual Debt Service on all Outstanding Bonds, with the proposed Parity Indebtedness treated as Outstanding.

5.3. The City may issue Parity Indebtedness to refund Outstanding Bonds without complying with Section 5.2. only if the Agency obtains the consent of the Bank (while the Bank is the owner of all Outstanding Bonds) or if:

(a) the refunded obligations are defeased or paid on the date of delivery of the refunding Parity Indebtedness; and,

(b) the Annual Debt Service on the refunding Parity Indebtedness does not exceed the Annual Debt Service on the refunded obligations in any Fiscal Year by more than $5,000.

5.4. The Agency may issue Subordinate Indebtedness only if the Subordinate Indebtedness is not payable from any account of the Tax Increment Fund except the Subordinate Indebtedness Account, and the Subordinate Indebtedness clearly states that:

(a) It is secured by a lien on or pledge of the Security which is subordinate to the lien on, and pledge of, the Security for the Bonds; and,

(b) It is not payable from any account of the Tax Increment Fund except the Subordinate Indebtedness Account.

Section 6. Amendment of Resolution.

6.1. **Amendment without Bondowner Consent.** The Agency may amend the Resolution without the consent of the Bank or any other bondowners for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in the Resolution;

(b) To add to the covenants and agreements of the Agency in the Resolution, other covenants and agreements to be observed by the Agency which are not contrary to or inconsistent with the Resolution as theretofore in effect;

(c) To authorize issuance of Bonds or Subordinate Indebtedness;

(d) To modify, amend or supplement the Resolution to qualify the Resolution under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of any Bonds for sale under the securities laws of any of the states of the United States of America;

(e) To confirm, as further assurance, any security interest or pledge created under the Resolution; or

(f) To modify any of the provisions of the Resolution in any other respect whatever, as long as the modification shall take effect only after all Bonds which are Outstanding at the time of the modification cease to be Outstanding.

6.2. **Amendment with Bondowner Consent.** Except as provided above in Section 6.1 and below in this Section 6.2, the Resolution may be amended only upon consent of owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding. Any amendment pursuant to this Section 6.2 shall require the prior written consent of the Bank (which shall not be unreasonably withheld) if the Bank owns at least $500,000.00 in principal amount of Bonds, and no amendment shall be valid without the consent of bondowners of 100 percent of the aggregate principal amount of the affected, Bonds Outstanding which:

(a) Extends the maturity of any Bond, reduces the rate of interest upon any Bond, extends the time of payment of interest on any Bond, reduces the amount of principal payable on any Bond, or reduces any premium payable on any Bond, without the consent of the affected bondowner; or,

(b) Reduces the percent of bondowners required to approve amendments to the Resolution.

Section 7. Default and Remedies.

7.1. The occurrence of one or more of the following shall constitute an Event of Default:

(a) Failure by the Agency to pay Bond principal, interest or premium when due (whether at maturity, or upon redemption after a Bond has been properly called for redemption);

(b) Failure by the Agency to observe and perform any covenant, condition, or agreement which the Resolution or the Series 2004 Purchase Agreement requires the Agency to observe or perform for the benefit of owners of Bonds, which failure continues for a period of 30 days after the Bank has made written demand on the Agency to cure such failure; or

(c) A material misrepresentation by the Agency in the Series 2004 Purchase Agreement, the Series 2004 Bond, the Outstanding Bonds or the purchase agreement with the Bank for the Outstanding Bonds.

7.2. Upon the occurrence and continuance of any Event of Default hereunder, the Bank may take whatever action may appear necessary or desirable to enforce or to protect any of the Bank's rights, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in the Resolution or in aid of the exercise of any power granted in the Resolution or for the enforcement of any other legal or equitable right vested in the Bank by the Resolution or by law.

7.3. Upon the occurrence of an Event of Default the Bank may increase the rate of interest on the Series 2004 Bond to the Default Rate, as defined in the Series 2004 Purchase Agreement. If the Agency subsequently cures the Events of Default which were the grounds for increasing the rate of interest on the Series 2004 Bond to the Default Rate, then the rate of interest on the Bonds shall automatically decrease to the original rate, effective as of the date on which all such Events of Default are cured.

7.4. No remedy in the Resolution conferred upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the Bank to exercise any remedy reserved to them, it shall not be necessary to give any notice other than such notice as may be required by the Resolution or by law.

7.5. The Bank may waive any Event of Default with respect to the Series 2004 Bond, but no such waiver shall extend to a subsequent Event of Default. No delay or omission of the Bank to

exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or to be an acquiescence therein; and every power and remedy given by this section to the Bank may be exercised from time to time and as often as may be deemed expedient by the Bank.

Section 8. Defeasance.

The Agency shall be obligated to pay any Bonds which are defeased in accordance with this Section 8 solely from the money and Government Obligations which are deposited in escrow pursuant to this Section 8. Bonds shall be deemed defeased if the Agency:

8.1. irrevocably deposits money or noncallable Government Obligations in escrow with an independent trustee or escrow agent which are calculated to be sufficient without reinvestment for the payment of Bonds which are to be defeased; and,

8.2. files with the escrow agent or trustee an opinion from a Qualified Consultant to the effect that the money and the principal and interest to be received from the Government Obligations are calculated to be sufficient, without further reinvestment, to pay the defeased Bonds when due.

Section 9. The Series 2004 Bond.

9.1. Authorization. The Agency hereby authorizes the sale and delivery of the Series 2004 Bond in accordance with the Resolution to finance urban renewal projects in the Area and to pay costs of issuing the Series 2004 Bond. The principal amount of the Series 2004 Bond shall not exceed Five Million Dollars ($5,000,000).

9.2. Delegation. The Agency Official may, on behalf of the Agency:

(a) Negotiate the sale of the Series 2004 Bond with the Bank and enter into the Series 2004 Bond Purchase Agreement.

(b) Participate in the preparation of, authorize the distribution of, and deem final any disclosure documents that are required for the Series 2004 Bond.

(c) Enter into additional covenants and provisions which the Agency Official determines are desirable to sell the Series 2004 Bond on favorable terms.

(d) Establish the final principal amounts, maturity schedules, interest rates, sale prices, redemption terms, payment terms and dates of the Series 2004 Bond.

(e) Designate the Series 2004 Bond as a "qualified tax-exempt obligation" under Section 265(b) of the Code.

(f) Issue, sell and deliver the Series 2004 Bond.

(g) Execute any documents and take any other action which the Agency Official finds is desirable to carry out the Resolution.

9.3. Form. The Series 2004 Bond shall be in the form prescribed by the Agency Official. The Series 2004 Bond shall be executed on behalf of the Agency with the facsimile signatures of the Chair and Secretary of the Agency. Each bond shall contain the following paragraph:

THIS BOND IS NOT A GENERAL OBLIGATION OF THE CITY OF LINCOLN CITY OR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AND IS NOT PAYABLE FROM ANY FUNDS OF THE CITY OF LINCOLN CITY OR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY EXCEPT THE SECURITY, AS DEFINED AND PROVIDED IN THE RESOLUTION AUTHORIZING THIS BOND. THIS BOND DOES NOT CONSTITUTE A DEBT OR INDEBTEDNESS OF THE CITY OF LINCOLN CITY, THE STATE OF OREGON, OR ANY POLITICAL SUBDIVISION THEREOF EXCEPT THE AGENCY.

9.4. Tax Covenants. The Agency covenants not to take any action, or omit to take any action, if the taking or omitting would cause interest on the Series 2004 Bond to become includable in gross income under the Code. The Agency Official may, on behalf of the Agency, enter into additional covenants to protect the tax-exempt status of the Series 2004 Bond.

ADOPTED this 12th day of July, 2004.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY _____
Authorized Officer

ATTEST:

Oneita McCalman, City Recorder

Draft Fiscal impact

RESOLUTION NO. UR2004-04

A RESOLUTION ADOPTING THE SUPPLEMENTAL BUDGET OF THE LINCOLN CITY URBAN RENEWAL AGENCY, FOR THE FISCAL YEAR 2004-05 AS APPROVED BY THE AGENCY AND MAKING APPROPRIATIONS

WHEREAS, ORS 294.480 provides that the governing body of any municipal corporation may make a supplemental budget where an occurrence or condition which had not been anticipated at the time of the preparation of the budget for the current year requires a change in financial planning; and

WHEREAS, publication of the supplemental budget was given in the manner provided in ORS 294.311; and

WHEREAS, the Agency has held a public hearing and received public comment, if any; Now, therefore,

Section 1. BE IT RESOLVED by the Lincoln City Urban Renewal Agency that it hereby adopts the supplemental budget for 2004-05, and now on file in the office of the Finance Director.

Section 2. BE IT FURTHER RESOLVED that the additional amounts for the fiscal year ending June 30, 2005, for the purposes shown below are hereby appropriated as follows:

TAX INCREMENT FUND

Resources		**Requirements**	
Debt Service		Reserves for Debt Service	
Reserve for Future Years	$1,300,000	Series 2002	$500,000
		Series 2003	$300,000
		Series 2004	$500,000

This resolution shall be effective upon passage.

PASSED AND APPROVED by the Lincoln City Urban Renewal Agency this 23rd day of August, 2004.

Wes Ryan

WES RYAN, CHAIR

ATTEST:

Oneita McCalman

ONEITA McCALMAN, CITY RECORDER

RESOLUTION NO. UR 2005 - 01

A RESOLUTION ALLOWING EMERGENCY CONTRACTING WITHOUT COMPETITIVE BIDDING, IN ACCORD WITH ORS 279.015(4) AND (5)

WHEREAS, ORS 279.015(4) provides that a public contract may be exempt from the competitive bid or proposal requirements of state law if emergency conditions require prompt execution of the contract; and

WHEREAS, ORS 279.015(5) provides that each local government's local contract review board (1) must adopt rules establishing procedures for determining when an emergency requires prompt execution of a contract without first obtaining competitive bids or proposals and (2) also must adopt rules allowing the local government's governing body, and an officer of the governing body for contracts under $50,000, to declare that such an emergency exists; and

WHEREAS, ORS 279.015(5) also provides that the local contract review board's rules must require that if an emergency is declared, any contract awarded pursuant to the emergency must be awarded within 60 days following declaration of the emergency, unless the local contract review board grants an extension; and

WHEREAS, the Urban Renewal Agency governing body is the local contract review board for the Agency;

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

Section 1. Authority to Enter into Emergency Contracts Without Competitive Bidding or Proposals. The Agency may declare an emergency and enter into a public contract without first obtaining competitive bids or proposals. As used in this Resolution, the term "emergency" means circumstances that meet all of the following requirements:

a. There is a substantial risk of loss, damage, or unnecessary or undesirable disruption or interruption or degradation of public facilities or services, or a threat to public health or safety;

b. The circumstances require prompt award and execution of a contract to remedy the situation resulting from the circumstances; and

c. Due to lack of sufficient time or other reasons related to the circumstances, the contract should be awarded without first obtaining competitive bids or proposals.

Section 2. Emergency Contracts Under $50,000. The City Manager may exercise the Agency's authority under Section 1 of this Resolution, for contracts under $50,000. At the first Agency meeting following declaration of an emergency under this Section, the City Manager shall provide a written report to the Agency describing the contract and explaining the circumstances that created the emergency.

Section 3. Emergency Contracts of $50,000 or More. The governing body of the Agency may exercise the Agency's authority under Section 1 of this Resolution for contracts of $50,000 or more. Prior to the governing body's declaration of an emergency under this Section, the City Manager shall provide a written report to the Agency describing the proposed contract and explaining the circumstances that create the emergency.

Section 4. Award Within 60 Days. The Agency shall not award a contract authorized by this Resolution if 60 days have expired since declaration of the emergency, unless an extension is granted by the Agency's governing body.

Section 5. This resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 24th day of January, 2005.

Wes Ryan
WES RYAN, CHAIR

ATTEST:

Oneita McCalman
ONEITA MCCALMAN, CITY RECORDER

RESOLUTION NO. UR 2005 - 01

A RESOLUTION DECLARING AN EMERGENCY AND AUTHORIZING AWARD OF A CONTRACT FOR OCEANLAKE STREET LIGHT POLES AND FIXTURES WITHOUT COMPETITIVE BIDDING

WHEREAS, the Agency by resolution has adopted a procedure to exempt a contract from the competitive bid or proposal requirements of state law if emergency conditions require prompt execution of the contract; and

WHEREAS, in accord with the adopted procedure, the City Manager has provided a written report to the Agency describing a proposed contract for street light poles and fixtures for the OceanLake Highway Improvement Project and explaining circumstances that create an emergency requiring prompt execution of the contract without competitive bidding; and

WHEREAS, the Agency finds, based on the City Manager's report, that:

a. There is a substantial risk of unnecessary and undesirable disruption and interruption of public facilities or services;

b. The circumstances require prompt award and execution of the contract to remedy the situation resulting from the circumstances; and

c. Due to lack of sufficient time, the contract should be awarded without first obtaining competitive bids or proposals.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

Section 1. The Agency may award the contract for street light poles and fixtures for the OceanLake Highway Improvement Project to a supplier that will provide properly stamped wind loading calculations showing that the items will meet the coastal wind loading conditions of 120 miles per hour, on a negotiated basis without first obtaining competitive bids or proposals.

Section 2. This resolution shall be effective as of the date of its adoption by the Agency.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 24th day of January, 2005.

Wes Ryan
WES RYAN, CHAIR

ATTEST:

Oneita McCalman
ONEITA MCCALMAN, CITY RECORDER

RESOLUTION NO. UR 2005-03

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY IMPLEMENTING THE STATE OF OREGON 2003 PUBLIC CONTRACTING CODE

WHEREAS, in 2003 the Oregon Legislature adopted HB 2341 (2003 Oregon Laws Chapter 794) ("The Public Contracting Code"), which takes effect March 1, 2005; and

WHEREAS, the City Council is the Local Contract Review Board for the Urban Renewal Agency of the City of Lincoln City ; and

WHEREAS, under the Public Contracting Code, the Local Contract Review Board of the City of Lincoln City may adopt rules for procedures not covered by the Public Contract Code or the Model Rules adopted by the Attorney General to implement the Public Contracting Code ("Model Rules"), and

WHEREAS, Resolution No. UR 92-05 adopts the 1992 Attorney General Model rules; and

WHEREAS, the Urban Renewal Agency desires to foster competition and allow for flexibility, innovation, and cost-savings in its contracting procedures, while reaffirming the use of formal competitive bid process where required by statute; and

WHEREAS, the City Council acting as Local Contract Review Board for the Urban Renewal Agency desires to clarify its contracting procedures, to delegate purchasing authority to contract, and to provide such authority and rules in the Municipal Code.

WHEREAS, the City Council finds it unlikely that the exemptions in Ordinance No. 2005-04 will encourage favoritsm in the awarding of public contracts or substantially diminish competition for public contracts; and

WHEREAS, the City Council also finds the awarding of public contracts pursuant to the exemptions will result in substantial cost savings to the City of Lincoln City, the Contracting Agency, or the public, considering the City Council's experience and knowledge of the nature and type of contracts entered into by the City, the cost of the contracts, the amount of contracts entered into by the City of Lincoln City and its Urban Renewal Agency, and the number of persons and types of companies available to bid on Lincoln City contracts.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY RESOLVES AS FOLLOW:

Section 1. Public Contracting Rules adopted.
The Urban Renewal Agency adopts the Public Contracting Rules adopted by the City Council of Lincoln City as of March 1, 2005, including Ordinance No. 2005-04, Exhibit

A, attached hereto and incorporated herein as if fully set forth. The recitals of this resolution are adopted as findings and incorporated by reference as if fully set forth herein.

Section 2. Resolution No. UR-92-05 is repealed.

Section 3. Effective Date.
This resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 28th day of February, 2005.

WES RYAN, CHAIR

ATTEST:

ONEITA MCCALMAN, CITY RECORDER

ORDINANCE NO. 2005-04

AN ORDINANCE OF THE CITY OF LINCOLN CITY IMPLEMENTING THE STATE OF OREGON 2003 PUBLIC CONTRACTING CODE; ADDING CHAPTER 2.05 TO THE MUNICIPAL CODE; REPEALING RESOLUTION NO. 92-32; AND DECLARING AN EMERGENCY.

WHEREAS, in 2003 the Oregon Legislature adopted HB 2341 (2003 Oregon Laws Chapter 794) ("The Public Contracting Code"), which takes effect March 1, 2005; and

WHEREAS, the City Council is the Local Contract Review Board for the City of Lincoln City ; and

WHEREAS, under the Public Contracting Code, the Local Contract Review Board of the City of Lincoln City may adopt rules for procedures not covered by the Public Contract Code or the Model Rules adopted by the Attorney General to implement the Public Contracting Code ("Model Rules"), and

WHEREAS, the City Council acting as Local Contract Review Board desires to foster competition and allow for flexibility, innovation, and cost-savings in its contracting procedures, while reaffirming the use of formal competitive bid process where required by statute; and

WHEREAS, the City Council acting as Local Contract Review Board desires to clarify its contracting procedures, to delegate purchasing authority to contract, and to provide such authority and rules in the Municipal Code.

WHEREAS, the City Council finds it is unlikely that the exemptions in Ordinance No. 2005-04 will encourage favoritsm in the awarding of public contracts or substantially diminish competition for public contracts; and

WHEREAS, the City Council also finds the awarding of public contracts pursuant to the exemptions will result in substantial cost savings to the City of Lincoln City, the Contracting Agency, or the public, considering the City Council's experience and knowledge of the nature and type of contracts entered into by the City, the cost of the contracts, the amount of contracts entered into by the City of Lincoln City and its Urban Renewal Agency, and the number of persons and types of companies available to bid on Lincoln City contracts.

NOW, THEREFORE, THE CITY OF LINCOLN CITY ORDAINS AS FOLLOW:

Section 1. Municipal Code Chapter 2.05 is adopted.
The City Council adopts Exhibit A, attached hereto and incorporated herein as if fully set forth, and directs the City Recorder codify its provisions as Chapter 2.05, Public Contracts, City of Lincoln City Municipal Code. The recitals of this ordinance are adopted as findings and incorporated by reference as if fully set forth herein.

Section 2. Resolution No. 92-32 is hereby repealed.

Section 3. Declaration of Emergency; Effective Date.
The City Council finds that it is in the public interest and the general welfare of the City to adopt these implementing provisions before the Public Contracting Code takes effect March 1, 2005; therefore, an emergency is determined to exist and this ordinance shall take effect upon the date of its adoption.

PASSED AND ADOPTED by the City of Lincoln City this 28th day of February, 2005.

LORI HOLLINGSWORTH, MAYOR

ATTEST:

ONEITA MCCALMAN, CITY RECORDER

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EXHIBIT A

Lincoln City Municipal Code
2.05 Public Contracts

2.05.010 Local Contract Review Board
The City Council of the City of Lincoln City is designated the Local Contract Review Board for the City of Lincoln City and the Lincoln City Urban Renewal Agency under the Public Contracting Code and is the Contracting Agency where that term is used except where otherwise specified. The Local Contract Review Board may delegate its powers and responsibilities as Contracting Agency consistent with the Public Contracting Code, the City Charter, Municipal Code, the Model Rules, and any other applicable ordinances and resolutions.

2.05.020 Public Contracting Rules
The Local Contract Review Board adopts the following rules as the City's public contracting rules. The Model Rules adopted by the Attorney General to implement ORS 279A, B, and C do not apply, unless otherwise provided for herein or as adopted by ordinance or resolution of the Local Contract Review Board.

2.05.030 Purchasing Agent
The City Manager is the Purchasing Agent of the Local Contract Review Board and may act as the Contracting Agency as authorized.

2.05.040 Model Rules
The Attorney General Model Rules, Divisions 46, 47, 48 and 49, as they now exist and as they may be amended in the future and in the Lincoln City Municipal Code, are hereby adopted as the city's public contracting rules.

2.05.045 Application
The words used in this chapter shall have the same meaning as defined in the Public Contracting Code and the Model Rules. The "Public Contracting Code" refers to ORS 279A, ORS 279B, and ORS 279C, and as amended in the future. In the event that rules adopted by the Local Contract Review Board do not sufficiently address a particular circumstance, or a conflict between these rules and the Public Contracting Code and the Model Rules exists, the Public Contracting Code or the Model Rules shall apply.

2.05.050 City Manager Authority
The Local Contract Review Board authorizes the City Manager to exercise additional responsibility for public contracting as follows:
A. Except as otherwise provided for emergency contracts, the City Manager may enter into contracts not exceeding $25,000 without approval of the Contract Review Board.
B. The City Manager may delegate authority to staff to enter into contracts in an amount of $500 or less, consistent with procedures implemented by the City Manager.
C. The City Manager shall adopt administrative procedures and policies, computer software programs, and forms as necessary or required to implement the administration

of all public contracting in the City, as authorized by City Charter, Municipal Code, the Local Contract Review Board, or these rules.

D. The City Manager shall have discretion to implement any desired method of advertising or communicating the City's announcement or procurement of contracts, including using electronic means.

2.05.060 Public Contracts

Except as specifically provided herein, the solicitation and award of public contracts in the City shall be accomplished pursuant to the Public Contracting Code, the Model Rules as they exist or may be amended, and the Lincoln City Municipal Code.

2.05.070 Procurement of Goods and Services

Procurement of goods and services shall be awarded as provided in the Public Contracting Code ORS 279B, the Model Rules, and these rules.

A. Any procurement of goods or services shall be accomplished by competitive bid or proposal, except as provided herein.

B. A procurement of goods and services exceeding $5000 but not exceeding $150,000 may be awarded as provided in ORS 279B.070. The Local Contract Review Board or City Manager as Contracting Agency may use an intermediate procurement method, seeking at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The Contracting Agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the Contracting Agency shall make a written record of the effort made to obtain the quotes or proposals.

2.05.080 Exemptions.

The following classes of public contracts are exempt from competitive procurement:

A. Emergency Contracts

1. The City may declare an emergency and enter into a public contract without first obtaining competitive bids or proposals. "Emergency" means circumstances that meet all of the following requirements:

a. There is a substantial risk of loss, damage, or unnecessary or undesirable disruption or interruption or degradation of public facilities or services, or a threat to public health or safety;

b. The circumstances require prompt award and execution of a contract to remedy the situation resulting from the circumstances; and

c. Due to lack of sufficient time or other reasons related to the circumstances, the contract should be awarded without first obtaining competitive bids or proposals.

2. Emergency Contracts under $50,000

The City Manager may exercise the city's authority for emergency contracts up to $50,000. At the first City Council meeting following declaration of an emergency under this Section, the City Manager shall provide a written report to the City Council describing the contract and explaining the circumstances that created the emergency.

3. Emergency Contracts of $50,000 or more

The City Council may exercise the city's authority for emergency contracts of $50,000 or more. Prior to the City Council's declaration of an emergency, the City Manager shall provide a written report to the City Council describing the proposed contract and explaining the circumstances that create the emergency.

4. Award Within 60 Days
The City shall not award an emergency contract under this rule if 60 days have expired since declaration of the emergency, unless an extension is granted by the City Council.

B. Changes orders or contract amendments reasonably related to the scope of work under the original contract, up to 10% of the contract price. Change orders or other amendments that increase the initial price of the contract by more than $25,000 must be approved by the Local Contract Review Board.

C. Contracts for the purchase of computer equipment and software, which may be obtained by quotes under the procedures provided in 2.05.11.

D. Contracts for goods or services less than $5,000, provided at least one quote has been obtained.

E. Purchases through federal programs, pursuant to ORS 279A.18.

F. Sole source contracts where an attempt has been made to solicit interest but only a single source has been identified, provided:
1.The Local Contract Review Board or City Manager determines in writing that the goods or services are available from only one source.
2.The determination of sole source shall be based on findings, which may include: the factors in ORS 279B.075(2) or other findings that support the conclusion that goods or services are available from only one source.

G. Contracts for natural gas, electricity including street lighting, local telephone service, cable and telecommunications services, and any other utility service.

H. Contracts for personal services as defined in this chapter.

I. Price regulated items, library periodicals, advertising contracts, equipment maintenance repair and overhaul, purchases under established price agreements, gasoline, diesel fuel, heating oil, lubricants and asphalt, investment contracts, insurance contracts, office copier purchases, and oil or hazardous material removal.

J. Brand name specification contracts for equipment and supplies needed to replace or repair equipment in facilities operating with specialized equipment, such as water or sewer facilities, provided the Local Contract Review Board, or City Manager for contracts less than $25,000, approves the description of the proposed contracting procedure, the goods or services to be acquired, and the circumstances that justify the use

of a special procurement. The Local Contract Review Board may approve any special procurement method in accordance with ORS 279B.085.

K. Any contract exempted by the Public Contracting Code or Model rules.

L. Any other contract in which the Local Contract Review Board makes a determination that the public interest would be promoted by exempting the contract from the competitive bidding process, provided the exemption is adopted pursuant to the Public Contracting Code and these rules.

2.05.090 Personal Service Contracts

"Personal service contracts" are contracts for services performed by independent contractors, ~~other than architects and engineers~~, with specialized knowledge, skill, or resources, or which require the exercise of professional, artistic, or management discretion or judgment, or as may be determined by the Local Contract Review Board or the City Manager.

A. "Personal services" includes, but is not limited to, the following professions:

Accountant
Advertising Consultant
Artist
Administrator
Administrative Assistant
Analyst
Appraiser
Arborist
Architect
Attorney
Auditor
Educator
Engineer
Environmental Consultant or Expert
Financial Consultant
Health Services Consultant
Human Resources Specialist
Hydrologist
Investigator
Insurance Consultant
Information Systems or Computer Specialist
Land Surveyor
Land Use or Planning Consultant
Manager
Management Systems Consultant
Marketing Consultant
Project Manager
Public Relations Consultant

Realtor
Receptionist
Secretary
Training Consultant
Wetlands Biologist
Writer
Any contractor identified by the Local Contract Review Board or City Manager as a contractor for personal services.

B. Unless provided herein, all personal services contracts shall be awarded by a competitive selection process.

C. For personal service contracts involving $25,000 or less per year The City Manager as Contracting Agency is authorized to negotiate for such services with any qualified contractor.

D. Where the amount of the personal services contract is anticipated to be more than $25,000 per year but less than $75,000 per year, the Local Contract Review Board through the City Manager shall solicit at least three prospective contractors who appear to have at least minimum qualifications for the proposed assignment, notify each prospective contractor in reasonable detail of the proposed assignment, and determine the prospective contractor's interest and ability to perform the proposed assignment. The Contracting Agency may also negotiate a contract for such services with any qualified contractor.

E. The Contracting Agency may arrange for any or all interested prospective contractors to be interviewed for the assignment by an appropriate City employee or by an interview committee. Following a review of the qualifications and interview, where conducted, of the interested prospective contractors, the Contracting Agency shall select the prospective contractor and shall prepare a personal service contract.

F. As appropriate, the personal services contract may be advertised by any method designed to solicit a pool of qualified competitive applicants, including advertising by electronic means.

G. At the time of award of a personal services contract or any time thereafter, the Local Contract Review Board may authorize terms under which the City Manager may supplement, extend, amend, or renew any personal services contract.

H. The Local Contract Review Board or City Manager shall consider the following criteria in evaluation and selection of a personal services contractor:
1. Specialized experience in the type of work to be performed
2. Capacity and capability to perform the work, including any specialized services, within the time limitations for the work.
3. Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of

work, the exercise of discretion, ability to meet schedules, and contract administration, where applicable.

4. Availability to perform the assignment and familiarity with the area in which the specific work is located, including knowledge of design or techniques peculiar to it, where applicable.

5. Any other factors relevant to the particular contract.

I. Unless otherwise approved by the Contracting Agency, all personal services contracts shall require the contractor to defend, indemnify, and hold harmless the City, its officers, agents and employees against and from any and all claims or demands for damages of any kind arising out of or connected in any way with the contractor's performance under the contract and shall include a waiver of contractor's right to ORS 30.285 and ORS 30.287 indemnification and defense.

J. Unless otherwise approved by the Contracting Agency, City personal services contracts shall contain a provision requiring the person or entity providing the service to obtain and maintain liability insurance coverage in at least the amount of the city's tort liability limits, naming the city as an additional named insured, during the life of the contract.

K. The City Attorney in consultation with the City Manager shall be responsible for providing a form of personal services contracts that meets all requirements of state law and the Municipal Code, including but not limited to provisions for indemnification, insurance, and worker's compensation. These provisions may be incorporated in the contract by reference to state law, unless state law provides otherwise.

L. The selection procedures described in this section may be waived by the City Manager, at his or her discretion where 1) an emergency exists that could not have been reasonably foreseen and requires such prompt execution of a contract to remedy the situation that there is not sufficient time to implement selection procedures, 2) selection is from a list of providers with similar qualifications and selection is determined based upon an annual qualification process, or 3) follow-on work and a change in contractor would clearly result in increased costs or increased time.

2.05.100 Disposal of surplus personal property

A. Determination of surplus and valuation.

1. The Local Contract Review Board shall determine whether any personal property is surplus and shall establish an estimate of value. Valuation shall be based on any method of valuation commonly used in municipal financial practices or as recommended by the City Manager in the particular circumstances.

2. Where the estimated value of surplus property is $1000 or less, the City Manager shall have authority to make a determination that any personal city property is surplus.

B. Procedure.

1. After property has been determined to be surplus and an estimate of value established, the City Manager shall select a method of disposal that in the discretion of the City

Manager, is likely to result in the greatest net benefit to the City, considering net financial benefit, cost of disposal, and the public welfare.

2. The City Manager shall retain a written record of the disposal, including a statement containing the basis for the determination of surplus, the valuation method, if any, and the procedure used for disposal.

3. The City Manager may dispose of surplus personal property as follows:

a. By sale to the highest qualified buyer after advertisement at least one week prior to sale;

b. By trade for the acquisition of other equipment or supplies;

c. By sale at public auction, including internet auction, after advertisement at least one week prior to sale by in a newspaper of general circulation or notice on the City of Lincoln City or other municipal organization website, with sale by cash to the highest bidder.

d. By sale at a fixed price;

e. By any other means of sale or exchange appropriate in the circumstances.

C. All proceeds of sale shall be paid to the City's general fund, subject to the terms and conditions of contract, if any, approved by the Contracting Agency between the City of Lincoln City and a firm selected to conduct the sale or auction.

D. The City Council may dispose of surplus property by donation or by agreement for use, operation, or maintenance by one or more private or public entities, upon a determination that the disposal will promote the economic development or the public welfare of Lincoln City.

E. Personal property shall be disposed of "as is", without any warranty, express or implied. Sales and advertisement of disposal under this chapter may be conducted by electronic means.

2.05.110 Public Improvement Contracts

Public improvement contracts shall be awarded by competitive bid or as provided by the Public Contracting Code or these rules.

A. Exemptions

The Local Contract Review Board may exempt any public improvement contract or class of contracts under $100,000 from the requirements of this section and award a public improvement by competitive proposal or competitive quotes, provided the Local Contract Review Board approves the exemption as provided in this section.

B. Public improvement contracts not to exceed $100,000 may be based on competitive quotes under the following procedures:

1. The Local Contract Review Board authorizes the City Manager as Contracting Agency to informally solicit at least three price quotes from prospective contracts. If three prospective contractors are not available, then fewer quotes may be solicited. The City Manager shall maintain records of the attempts to obtain quotes.

2. The Local Contract Review Board shall award the contract to the prospective contractor whose quote will best serve the interests of the City of Lincoln City, taking into account price, experience, specific expertise, availability, project understanding, contractor capacity, contractor responsibility, and other similar selection criteria. If the contract is not awarded on the basis of lowest price, the Local Contract Review Board shall make a written record of the basis for the award.

3. Intermediate level Public Improvement Contracts obtained by competitive quotes may be increased above the original amount of award by Contracting Agency issuance of a change to the work or amendment, up to an aggregate contract price increase of 25% over the original contract amount when the contract agent determines that a price increase is warranted for additional reasonably related work, and up to 50% over the original contract amount when the Contracting Agent determines that a price increase is warranted for additional reasonably related work and the Local Contract Review Board approves the increase.

C. The Local Contract Review Board authorizes the City Manager as Contracting Agency to let public improvement contracts based on competitive quotes as provided herein where the City Manager estimates the contract price not to exceed $25,000.

D. Construction contracts that are not public improvements, including minor alterations, ordinary repair, or maintenance of a public improvement, shall be procured as provided in ORS 279B.

E. Prequalification

1. Where the City Manager determines it is the public interest to prequalify bidders on public improvement projects, bidders shall be prequalified as determined by the City. The City Manager may allow bidders to meet prequalification requirements by submittal of an approved application for prequalification by ODOT, or due to the nature of the contract, by meeting prequalification requirements by completing and submitting a form provided by the City. Prequalification submittals must be completed by the date required by the City.

2. Where the City requires mandatory prequalification, offers from persons that are not prequalified shall not be considered .

3. The City Manager shall be responsible for prescribing the form of prequalification based on the following criteria and any other criteria relevant to the contract:

(a) Description of relevant experience;
(b) Description of project experience with the City of Lincoln City;
(c) Description of project experience with other public agencies;
(d) Contact information for prior project supervisors;
(e) Financial Capability;
(f) Company history and officers;
(g) Any other relevant standard.

4. The City Manager shall approve or disapprove applications for prequalification. If the City Manager denies prequalification to an applicant, the City Manager shall provide the applicant with notice of denial, specify the basis for decision, and provide opportunity for appeal of the decision to the Local Contract Review Board as provided in the Public Contracting Code, ORS 279C. 445 and 279C.450.

F. Negotiations.

If bids are solicited for a public improvement contract, and all bids exceed the budget for the project, the Contracting Agent may, prior to contract award, negotiate for a price within the project budget under the following procedures:

1. Negotiations will begin with the lowest responsive, responsible bidder. If negotiations are not successful, then the Contracting Agent may begin negotiations with the second lowest responsive, responsible bidder, and so on.
2. Negotiations may include value engineering and other options to attempt to bring the project cost within the budgeted amount.
3. A contract may not be awarded under this section if the scope of the project is significantly changed from the description in the original bid documents.
4. The Contracting Agent will adhere to the provisions of ORS 279C.340 in applying this section.

G. Rejection of Bid.

The Contracting Agency may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids if it is in the public interest to do so. A rejection may be based on any of the following findings:

1. The person does not have sufficient financial ability to perform the contract. Evidence that the person can acquire a surety bond in the amount and type required shall be sufficient to establish financial ability; or
2. The person does not have equipment available to perform the contract; or
3. The person does not have personnel or sufficient experience or expertise to perform the contract; or
4. The person has repeatedly breached contractual obligations to public and/or private contracting agencies.

H. Appeal of Disqualification

A person who has been disqualified as a bidder may appeal such disqualification to the Local Contract Review Board as follows:

1. Within three business days of receipt of notice of disqualification, the disqualified bidder shall notify the City Recorder in writing that the person wishes to appeal the disqualification;
2. Immediately upon receipt of the written notice of appeal, the City Recorder shall inform the Local Contract Review Board;
3. Upon receipt of such notification from the City Recorder, the Local Contract Review Board shall direct the City Recorder to deliver notice to the person appealing and to provide the time and place of the hearing on the appeal; and
4. At a public hearing, the Local Contract Review Board shall consider de novo the notice of disqualification, the record of the investigation made by the City Manager

and/or the City Manager's designee, and any evidence provided by the parties. The hearing shall be conducted and the appeal decided within fourteen (14) days after the Board receives notification from the City Recorder. The Board shall issue a final order of decision containing written findings not more than fourteen (14) days after decision on the appeal.

2.05.120 In addition to the powers and duties established in this Code, the Local Contract Review Board shall have such additional powers as authorized by state law and may also:
A. Require notice publication in addition to that required by state law;
B. Make alternate arrangements for retainage pursuant to the Public Contracting Code,
C. Grant exemptions from the bid security and performance bond required on contracts for public improvements

RESOLUTION NO. UR 2005-04

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2005-06 in the total of $5,898,422 now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2005, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 158,252
Materials & Services	$ 259,688
Capital Outlay	$1,191,288
Transfers	$ 200,000
TOTAL GENERAL FUND	**$1,809,228**

TAX INCREMENT FUND

Debt Service	$2,334,016
Bond Reserves	$1,300,000
TOTAL TAX INCREMENT FUND	**$3,634,016**

PROPERTY REHABILITATION FUND

Capital Outlay	$ 455,178
TOTAL PROPERTY REHABILITATION FUND	**$ 455,178**

TOTAL APPROPRIATIONS ALL FUNDS	**$5,898,422**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal

Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2005.

The above resolution statements were approved and declared adopted on this 27th day of June 2005.

WES RYAN, Chair

ATTEST:

CATHY STEERE, City Recorder

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR 2005-05

A RESOLUTION OF THE URBAN RENEWAL AGENCY APPROVING THE ACQUISITION OF DELAKE SCHOOL, 540 NE HIGHWAY 101, LINCOLN CITY, OREGON, AND INCLUDING THE PROPERTY ACQUISITION AS A MINOR AMENDMENT TO THE YEAR 2000 PLAN

Recitals

A. The Urban Renewal Agency gave notice of public hearing to consider the acquisition of the Delake School property, and mailed notice to the Lincoln County School District as required by law.

B. The Agency conducted a public hearing on the acquisition on August 8, 2005.

C. This resolution conforms to the requirements of Section 603 of the Urban Renewal Agency Year 2000 Development Plan.

NOW, THEREFORE, the Urban Renewal Agency of the City of Lincoln City resolves as follows:

Section 1. The Urban Renewal Agency (Agency) adopted the Year 2000 Development Plan (Plan) which provides for acquisition of property within the Urban Renewal District for purposes of promoting arts and culture in Lincoln City.

Section 2. Section 603 of the Plan provides that if the Agency acquires property for specific Plan purposes, the Agency shall adopt a resolution describing such property including a legal description and map, the resolution shall be a minor amendment of the Plan, and a copy of the map and legal description shall be exhibits and placed in Part 2 of the Plan.

Section 3. The Urban Renewal Agency identified the Delake School property (Property) within the Urban Renewal District appropriate for use as a cultural center. The Urban Renewal Agency negotiated with the property owner, the Lincoln County School District (District), approved the expenditure of funds for acquisition, and made an offer to purchase which the District accepted. The Agency approved the Purchase-Sale Agreement on August 8, 2005.

Section 4. The Purchase-Sale Agreement (Exhibit A) provides for the Agency to make payments to the District beginning April 2006 until October 2012, or earlier. The payment obligation and schedule is expressed in a Promissory Note (Exhibit B) from Agency to District and secured by a Deed of Trust (Exhibit C) on the Property in favor of District.

Section 5. The Delake School property, located at 540 NE Highway 101, Lincoln City, is described in the warranty deed delivered by the Lincoln County School District and more particularly described in Exhibit D.

Section 6. Exhibit E is a map showing the location of the Property.

Section 7. The Urban Renewal Agency acquired the Property October 28, 2005.

Section 8. This resolution shall be added to the Plan as a minor amendment, and Exhibit D and Exhibit E shall be placed in Part 2 of the Plan and identified as required in section 603(B) of the Plan.

Section 9. The recitals of this resolution are adopted herein and incorporated by reference as if fully set forth.

Section 10. All exhibits to this resolution are attached hereto and incorporated by reference as if fully set forth herein.

Section 11. This resolution is approved November 14, 2005 and effective *nunc pro tunc* as of October 27, 2005.

PASSED AND ADOPTED by the Lincoln City Urban Renewal Agency this 14th day of November, 2005.

Wes Ryan

WES RYAN, CHAIR

ATTEST:

Cathy Steere

CATHY STEERE, RECORDING SECRETARY

WESTERN TITLE & ESCROW CO. hereby certifies that this is a true and actual copy of the original.
By _____
Escrow Officer

AGREEMENT FOR SALE OF DELAKE SCHOOL PROPERTY BETWEEN LINCOLN COUNTY SCHOOL DISTRICT AND LINCOLN CITY URBAN RENEWAL AGENCY

28th This Agreement for Sale of Real Property (Agreement) is made and entered into as of the ~~27th~~ day of October, 2005, by and between the **Lincoln City Urban Renewal Agency**, Oregon, (Purchaser) and the **Lincoln County School District**, Oregon (Seller).

RECITALS

WHEREAS, Seller owns certain property commonly known as the Delake School ("Property"), more particularly described as set out in Exhibit A, attached hereto and incorporated herein as if fully set forth; and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property; and

WHEREAS, in a duly noticed public meeting and in accord with its rules, on July 25, 2005 Purchaser approved an offer of $1,600,000 to purchase the Property; and

WHEREAS, in a duly noticed public meeting in accord with its rules on July 26, 2005 Seller accepted Purchaser's offer to purchase.

NOW, THEREFORE, in consideration of the covenants herein set forth and payments to be made as herein specified, it is mutually agreed by the parties hereto as follows:

1. Consideration. The price for which Seller agrees to sell the property to Purchaser and which the Purchaser agrees to pay to Seller, subject to the terms in this Agreement, is $1,600,000. The purchase price shall be payable in cash, under the Payment Schedule shown in Exhibit B, attached hereto and incorporated herein as if fully set forth, along with any other required terms. The amount to be deposited in escrow with Western Title & Escrow Company is $ 50,000, which amount shall also constitute receipt and satisfaction of the First Payment required under the Payment Schedule in Exhibit B and the Promissory Note.

2. Title. The Property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, and reservations in patents, herein referred to collectively as "Permitted Encumbrances." If by the closing date the Seller has failed to cause all liens and encumbrances, other than Permitted Encumbrances, to be removed or cured, Purchaser shall have the right either to:

(a) Purchase the Property subject to such "Additional Encumbrances" not removed or cured; or

(b) Terminate this Agreement and be entitled to a return of all money deposited into

**Exhibit "A"
Resolution No. UR 2005-05
Acquisition of Delake School**

escrow under this Agreement.

3. Property Included. Seller shall leave on the premises, as part of the Property purchased, any shrubs, plants, and trees.

Within thirty (30) days after closing, Seller shall remove from the Property the real and personal property not included, as follows:

Playground equipment, freezer, refrigerator, 1 (one) metal storage shed.

4. Purchaser Representations. Purchaser makes the following representations:

(a) Purchaser has all requisite authority and power to enter into this Agreement; and

(b) Neither Purchaser's execution of this Agreement nor its taking any of the actions contemplated hereunder will violate any City, County, State, or Federal codes, ordinances, or other regulations.

5. Seller Representations. Seller makes the following representations:

(a) Seller has full power and authority to enter into this Agreement and, at closing, will have full power and authority to sell, transfer, and convey all right, title, and interest in and to the Property in accord with this Agreement;

(b) Seller has all requisite authority and power to enter into this agreement; and

(c) Within Seller's knowledge, there is no suit, action, arbitration, or legal, administrative, or other proceeding or inquiry pending or threatened against the Property or pending or threatened against Seller which could affect Seller's title to the Property, affect the value of the Property, or subject an owner of the Property to liability; and

(d) Within Seller's knowledge, there are no:

(i) Private rights which will result in the creation of any liens upon the Property securing an obligation to pay money;

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation which would affect the Property or any portion thereof;

(iii) Actual or impending mechanics liens against the Property or any portion thereof; or

(iv) Notices or other information giving Seller reason to believe that any conditions existing on the Property or in the vicinity of the Property or in ground

or surface waters associated with the Property may have a material affect on the value of the Property or subject the owner of the Property to potential liabilities under environmental laws;

(e) There is no lease, license, permit, option, or right of first refusal which affects the Property or any portion thereof which will not be terminated by closing, with the following exception:

The Facility Use Agreement between Lincoln County School District and Samaritan Senior Care dated October 1, 2001, with amendments ("Lease"). The Lease extends through January 1, 2006 unless terminated in accordance with its terms, which include providing 60-day notice of termination. Seller shall request Samaritan Senior Care consent in writing to Seller's assignment of the Lease to Lincoln City Urban Renewal Agency as of October 1, 2005 in accordance with lease terms. The right to any payments due to Seller under the Lease shall be assigned to Purchaser as of the Closing Date.

(f) Seller knows of no condition at, on, under, or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and knows of no production, use, treatment, storage, transportation, or disposal of any hazardous substance on the Property nor any release or threatened release of any hazardous substance, pollutant, or contaminant into, upon, or over the Property or into or upon ground or surface water at the Property. Seller knows of no hazardous substance now or ever being stored on the property in underground tanks, pits, or surface impoundments.

Each of the above representations shall be deemed to have been made as of the close of escrow and shall survive the close of escrow.

If, before the close of escrow, Seller discovers any information or facts that would materially change the foregoing representations, Seller shall immediately give notice to Purchaser of those facts and information. If any of the foregoing representations ceases to be true before the close of escrow, Seller shall be obligated to remedy the problem before the close of escrow. If the problem is not remedied before the closing date, Purchaser or Seller may elect to terminate this Agreement in which case Purchaser shall have no obligation to purchase the Property or Purchaser and Seller mutually may agree to defer the closing date until the problem has been remedied.

6. Closing and Escrow Agent. Upon execution of this Agreement the parties shall open an escrow account with Western Title and Escrow Company. The closing of the sale of the Property by Seller to Purchaser shall take place at the offices of Western Title & Escrow Company, 2015 NW 39th, Suite 100, Lincoln City, OR 97367 (telephone: 541-994-8298, fax 541-994-7075), on October 27, 2005 (hereinafter "Closing Date"). The costs of escrow and closing shall be borne by Purchaser.

7. Closing Conditions. The obligations of the Purchaser hereunder shall be subject to the

following conditions:

(a) If Purchaser elects, at its sole expense, to have a Level 1 Environmental Site Assessment conducted for the Property, the Assessment shall not identify any environmental conditions in connection with the Property that result in the Level 1 Assessment recommending, or Purchaser reasonably concluding it is prudent to conduct, further investigatory work in the form of a Level 2 Environmental Site Assessment;

(b) Prior to Closing Date, Purchaser shall have received a title insurance company's report showing its willingness to insure title to the Property; and Purchaser, within 15 days after the closing, shall receive a standard form ALTA owner's title insurance policy in the amount of the purchase price insuring that as of the closing date Purchaser is the Fee Simple owner of the Property subject only to the usual printed exceptions, Permitted Encumbrances, and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof. The cost of providing the title insurance policy shall be born by Seller;

(c) As security for the transaction, at Closing Date Purchaser shall provide Seller a Promissory Note incorporating the Payment Schedule in Exhibit B, along with a standard form trust deed in which Seller consents to its assignment;

(d) Seller, at Closing Date, shall execute a statutory warranty deed conveying to Purchaser the land, subject only to Permitted Encumbrances and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof.

8. Taxes. Real property taxes due, if any, shall be prorated between Purchaser and Seller as of the Closing Date.

9. Possession. Purchaser shall be entitled to possession immediately on closing.

10. Remedies. Time is of the essence of this Agreement. If Seller fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Seller's obligations, Purchaser shall have the right to either (a) specifically enforce this Agreement or (b) terminate this Agreement, whereupon any amount deposited into escrow hereunder shall be returned to the Purchaser and this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof. If Purchaser fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Purchaser's obligations hereunder, Seller shall have the right to terminate this Agreement, whereupon any amount deposited into escrow hereunder shall be returned to the Purchaser and this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof.

11. Waiver. Any waiver by either party of a breach of this Agreement shall not be construed as a waiver of any other breach of the same provision or of any other provision of this

Agreement.

12. Attorney Fees. In the event that any proceeding or arbitration (including any bankruptcy proceeding) shall be brought to enforce, interpret, or rescind this Agreement, the parties agree the losing party shall pay, in addition to the costs and disbursements provided by statute, additional sums of money as a court or arbitrator at trial or upon appeal may adjudge reasonable for the prevailing party's attorney fees.

13. Notices. Any notices which may be required or permitted by the terms of this Agreement shall be given in writing and forwarded by regular United States mail to Purchaser at:

City of Lincoln City
c/o City Manager
PO Box 50
Lincoln City, OR 97367

and to Seller at:

Lincoln County School District
P.O. Box 1110
Newport, OR 97365

or at such other address or addresses as a party hereafter may designate by written notice in accord with this Paragraph.

14. Execution of Documents. The parties agree to execute all documents required to make this Agreement effective and binding on all of the parties.

15. Sole Agreement. This Agreement constitutes the sole Agreement of the parties and may not be amended, modified, or terminated except by written agreement by all of the parties.

16. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, and assigns of each of the parties hereto.

17. Venue for Litigation; Governing Law. The parties agree that any litigation between the parties of disputes arising under this Agreement shall be in the Lincoln County Circuit Court and the appellate courts of the State of Oregon. This Agreement shall be construed according to the laws of the State of Oregon, without regard to conflict of laws provisions.

18. Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

19. Notices Required by Statute. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. FURTHER, THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. FURTHER, THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

20. Brokerage Commissions. Both parties acknowledge that there have been no outside brokers, salespersons, finders, or consultants involved in this transaction. Each party, hereinafter referred to for purposes of this paragraph as "Indemnitor," agrees to indemnify and hold harmless the other party (the "Indemnitee") from and against any and all commissions or fees incurred by the Indemnitee to any such persons, and any associated costs, including, without limitation, attorneys' fees, arising out of the actions of the Indemnitor.

Being duly authorized, the representatives of the parties have signed and executed this Agreement.

PURCHASER: LINCOLN CITY URBAN RENEWAL AGENCY, OREGON

By: Wes Ryan
Wes Ryan, Chair, Lincoln City Urban Renewal Agency

Date: 28 Oct, 2005

SELLER: LINCOLN COUNTY SCHOOL DISTRICT

By: _____
Richard Belloni, Deputy
Lincoln County School District

Date: 28 Oct., 2005

Approved as to form for Lincoln County School District

10-26-05

Kurt Carstens, Esq., Litchfield & Carstens LLP

Approved as to form for Lincoln City Urban Renewal Agency

Joan S. Kelsey LLC

Joan S. Kelsey LLC, City Attorney, Lincoln City

EXHIBIT A
(Legal Description)

Lots 1-8 and Lots 12-19, Block 2, DELAKE, in the City of Lincoln City, County of Lincoln and State of Oregon.

TOGETHER with that portion of Lake Drive which inured thereto by Vacation order recorded November 8, 1941 in Book 89, page 349 and also recorded July 7, 1927 in Book 115, page 349, Deed Records for Lincoln County, Oregon.

ALSO TOGETHER WITH that portion of vacated alley in said block which inured thereto on that order of Vacation recorded December 17, 1952, Book 155, page 469, Deed Records.

TOGETHER WITH an easement for a roadway as disclosed by instrument recorded December 17, 1952, Book 155, page 472, Deed Records.

EXHIBIT B

PAYMENT SCHEDULE AND TERMS

Date	Interest Rate	Payment	Principal	Interest	Principal Balance
Sales Price					1,600,000
27 28-Oct-05		50,000	50,000		1,550,000
1-Apr-06	0	80,000	80,000		1,470,000
1-Oct-06	0	80,000	80,000		1,390,000
1-Apr-07	0	80,000	80,000		1,310,000
1-Oct-07	3.00%	99,650	79,946	19,704	1,230,054
1-Apr-08	3.00%	98,451	80,051	18,400	1,150,003
1-Oct-08	3.00%	97,252	79,955	17,297	1,070,048
1-Apr-09	3.00%	121,052	105,045	16,007	965,003
1-Oct-09	5.00%	129,128	104,937	24,191	860,066
1-Apr-10	5.00%	131,504	110,061	21,443	750,005
1-Oct-10	5.00%	240,000	221,199	18,801	528,806
1-Apr-11	5.00%	170,000	156,816	13,184	371,990
1-Oct-11	5.00%	130,000	120,675	9,325	251,315
1-Apr-12	5.00%	130,000	123,734	6,266	127,581
1-Oct-12	5.00%	130,779	127,581	3,198	
Totals		1,767,816	1,600,000	167,816	

Purchaser's Promissory Note to Seller shall include but not be limited to the following terms, described generally as follows:

- After the First Payment of $50,000 at close of escrow, the Lincoln City Urban Renewal Agency shall make all payments semi-annually beginning April 1, 2006 as shown on the Payment Schedule.

- No interest on the principal balance shall be charged or accrue until April 1, 2007. Interest shall accrue at a rate of 3% beginning April 1, 2007 and 5% beginning April 1, 2009. Payment of interest is due beginning October 1, 2007 and continuing through October 2012. The interest calculation can be expressed as:

  $$\frac{\text{Number of days}}{365 \text{ days}} \times 3 \text{ or } 5\ \% \times \text{Principal Balance}$$

- Interest shall accrue only on the Principal Balance due, and there shall be no penalty assessed for payment of principal or interest made earlier than the scheduled dates.

- Any prepayment shall not relieve Purchaser from adhering to the initial payment schedule.

REAL ESTATE PROMISSORY NOTE

Date of Note	October 27, 2005
Principal Amount	$1,600,000
Promissor	Lincoln City Urban Renewal Agency
Promissee	Lincoln County School District

WESTERN TITLE & ESCROW CO. hereby certifies that this is a true and actual copy of the original.
By _____
Escrow Officer

The Lincoln City Urban Renewal Agency (Promissor) promises to pay to the **Lincoln County School District** (Promissee) for the purchase of the Delake School property the sum of:

$1,600,000 Dollars (One Million, Six Hundred Thousand Dollars)

1. Installment Payments
Payment shall be in installments of varying amounts as described in the Payment Schedule in Attachment 1 of this Promissory Note. Payment shall include interest on the principal balance as follows:

A. Beginning with -0%- (zero percent) from October 27, 2005 until March 31, 2007;
B. Interest of 3% (three percent) from April 1, 2007 through March 31, 2009;
C. Interest of 5% from April 1, 2009 through October 1, 2012 or until paid in full.

2. First Payment
Promissor shall deposit the First Payment of $50,000 (Fifty Thousand Dollars) in Escrow Account No. 21-0100805 held by Western Title & Escrow Company, 2015 NW 39th, Suite 100, Lincoln City, Oregon 97367. Upon the close of escrow for the Delake School property on October 27, 2005, Promissee shall receive as the First Payment on this Note the $50,000 dollars deposited by Promissor.

3. Payment Due
Promissor shall make all payments according to the Payment Schedule until the whole sum, principal and interest, has been paid. Promissor may prepay any amount of principal or interest without penalty, and interest shall only accrue on the actual principal balance. Any prepayment shall not relieve Purchaser from adhering to the initial payment schedule.

4. Late Charges
In the event any payment is not received within 30 days of the due date, Promissee may charge 5% of the amount due or $4000, whichever is less.

Exhibit "B"
Resolution No. UR 2005-05
Acquisition of Delake School

5. Default
In the event Promissor fails to make any required payment, Promissee may take any action at law or equity to recover its interest or enforce the provisions of this Note, including any rights to foreclosure under the deed of trust, However, nothing in this document shall prevent the parties from mutually agreeing to change any of the terms of this Promissory Note. Any change shall be in writing, approved by the Lincoln City Urban Renewal Agency and the Lincoln County School District, and attached hereto. The parties may also negotiate a new Promissory Note as may apply under the circumstances.

6. Security
Promissee acknowledges this Promissory Note is secured by a deed of trust on real property located at 540 NE Highway 101, Lincoln City, Oregon 97367 (Delake School).

7. Acknowledgement
Promissee agrees to the terms of this Promissory Note and by signing below, acknowledges delivery and receipt of a complete copy of this document and deed of trust.

8. Confirmation of date of First Payment
The parties closed the Western Title & Escrow Account No. 21-0100805 for the Delake School property on the 28th day of October, 2005. At closing, the initial $50,000 of principal payment to Seller has occurred leaving the unpaid principal balance of this Note, as anticipated, $1,550,000.

Lincoln City Urban Renewal Agency

By _____ Date 28 Oct 2005

Wes Ryan, Chair, Lincoln City
Urban Renewal Agency

STATE OF OREGON)
)ss.
COUNTY OF LINCOLN)

This instrument was acknowledged before me on Oct. 28, 2005 (date) by Wes Ryan, Chair, Lincoln City Urban Renewal Agency.

OFFICIAL SEAL
LILLIAN HOOVER
NOTARY PUBLIC - OREGON
COMMISSION NO. 374131
MY COMMISSION EXPIRES OCT. 31, 2007

Notary Public for Oregon
My commission expires : 10-31-07

Approved as to form

Joan S. Kelsey, City Attorney, Lincoln City

Lincoln County School District

Acknowledged _____ Date 10/28/05

Richard Belloni, Deputy
Lincoln County School District

STATE OF OREGON)
)ss.
COUNTY OF LINCOLN)

This instrument was acknowledged before me on Oct. 28, 2005 (date) by Richard Belloni, Deputy, Lincoln County School District.

_____

Notary Public for Oregon
My commission expires : 10-31-07

OFFICIAL SEAL
LILLIAN HOOVER
NOTARY PUBLIC - OREGON
COMMISSION NO. 374131
MY COMMISSION EXPIRES OCT. 31, 2007

Approved as to form

_____ 10/26/05

Kurt Carstens, Litchfield & Carstens LLP

Attachment 1
Promissory Note

Payment Schedule

Date	Interest Rate	Payment	Principal	Interest	Principal Balance
					1,600,000
27-Oct-05		50,000	50,000		1,550,000
1-Apr-06	0	80,000	80,000		1,470,000
1-Oct-06	0	80,000	80,000		1,390,000
1-Apr-07	0	80,000	80,000		1,310,000
1-Oct-07	3.00%	99,650	79,946	19,704	1,230,054
1-Apr-08	3.00%	98,451	80,051	18,400	1,150,003
1-Oct-08	3.00%	97,252	79,955	17,297	1,070,048
1-Apr-09	3.00%	121,052	105,045	16,007	965,003
1-Oct-09	5.00%	129,128	104,937	24,191	860,066
1-Apr-10	5.00%	131,504	110,061	21,443	750,005
1-Oct-10	5.00%	240,000	221,199	18,801	528,806
1-Apr-11	5.00%	170,000	156,816	13,184	371,990
1-Oct-11	5.00%	130,000	120,675	9,325	251,315
1-Apr-12	5.00%	130,000	123,734	6,266	127,581
1-Oct-12	5.00%	130,779	127,581	3,198	-
Totals		1,767,816	1,600,000	167,816	

ORM No. 881 – TRUST DEED (Assignment Restricted). © 1988-2003 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR www.stevensness.com

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W.T.E. 21-0100805-2

TRUST DEED

Lincoln County School District
P.O. Box 1110
Newport, OR 9765
Grantor's Name and Address

Lincoln City Urban Renewal Agency
P.O. Box 50
Lincoln City, OR 97367
Beneficiary's Name and Address

After recording, return to (Name, Address, Zip):
Lincoln County School District
P.O. Box 1110
Newport, OR 97365

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of _____ } ss.

I certify that the within instrument was received for recording on _____, at _____ o'clock _____.M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE

By _____, Deputy.

THIS TRUST DEED, made on October 28, 2005, between Lincoln City Urban Renewal Agency, as Grantor, Western Title & Escrow Company, as Trustee, and Lincoln County School District, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in Lincoln County, Oregon, described as:

SEE ATTACHED AND INCORPORATED EXHIBIT A

WESTERN TITLE & ESCROW CO. hereby certifies that this is a true and actual copy of the original
By _____ Escrow Officer

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of $1,550,000.00 One million five hundred fifty thousand dollars-------- Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on October 1, 2012.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property, or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then, at the beneficiary's option*, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than $ fair market value, written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof. For such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described. All such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this trust deed.
6. To pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee and attorney fees actually incurred.
7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses and attorney fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby. Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon beneficiary's request.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Or association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 69
*WARNING: 12 USC 1701j-3 regulates and may prohibit exercise of this option.
**The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

Exhibit "C"
Resolution No. UR 2005-05
Acquisition of Delake School

9. At any time, and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than $5.

10. Upon any default by grantor hereunder, beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event, the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with trustee and attorney fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of: (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the grantor, or to any successor in interest entitled to such surplus.

16. Beneficiary may, from time to time, appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever. (See attached and incorporated Exhibit B)

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):*
(a) primarily for grantor's personal, family or household purposes (see Important Notice below).
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.

***IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act is not required, disregard this notice.**

Wes Ryan

Wes Ryan, Chair, Lincoln City Urban Renewal Agency

STATE OF OREGON, County of Lincoln) ss.

This instrument was acknowledged before me on _____,

by _____.

This instrument was acknowledged before me on October 28, 2005,

by Wes Ryan

as Chair

of Lincoln City Urban Renewal Agency.

OFFICIAL SEAL
LILLIAN HOOVER
NOTARY PUBLIC - OREGON
COMMISSION NO. 374131
MY COMMISSION EXPIRES OCT. 31, 2007

Notary Public for Oregon

My commission expires 10-31-07

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same. Mail the reconveyance and documents to _____.

DATED _____.

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both should be delivered to the trustee for cancellation before reconveyance is made.

_____
Beneficiary

EXHIBIT A

Lots 1 through 8 and Lots 12 through 19, Block 2, DELAKE, in the City of Lincoln City, County of Lincoln and State of Oregon.

TOGETHER with that portion of Lake Drive which inured thereto by Vacation Order recorded November 18, 1941 in Book 89, page 349, and also recorded July 7, 1927 in Book 115, page 349, Deed Records for Lincoln County, Oregon.

ALSO TOGETHER WITH that portion of vacated alley in said block which inured thereto on that Order of Vacation recorded December 17, 1952, Book 155, page 469, Deed Records.

TOGETHER WITH an easement for a roadway as disclosed by instrument recorded December 17, 1952, Book 155, page 472, Deed Records.

EXHIBIT B

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, not shown by the public records, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.

4. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

6. The subject property is non-taxable for 2005-2006

Status:	School Property
Levy Code:	412
Account No.:	R401284
Tax Lot No.:	7-11-15-AB-15200

7. City liens, if any of the City of Lincoln City.

8. Regulations, including the power to acquire rights of way and easements, and to levy assessments of the Devil's Lake Water Improvement District.

9. Subject property is either situated within the urban renewal boundaries or within the shared area of the Year 2000 Development Plan, Lincoln City, Oregon and is subject to the terms and provisions thereof, as outlined by instrument,

Recorded:	March 20, 1989
Document No.:	Book: 202 Page: 1261

Amended by instrument,

Recorded:	December 8, 1989
Document No.:	Book: 211 Page: 1675

10. Easements, if any, in vacated alley and vacated street area.

11. Reservation of a roadway as disclosed by instrument recorded December 17, 1934 in Book 155, page 467, Deed Records and instrument recorded August 23, 2005, Document No. 200513300, Lincoln County Records.
(Affects Lots 8 and 9)

12. An easement created by instrument, including the terms and provisions thereof,

Dated:	November 7, 1966
Recorded:	January 25, 1967
Document No.:	Book 274, page 400
In favor of:	Pacific Power and Light Company, a corporation,
For:	transmission and distribution lines

13. An easement created by instrument, including the terms and provisions thereof,

Dated:	May 28, 1970
Recorded:	October 31, 1973
Document No.:	Book 45, page 801
In favor of:	The City of Lincoln City
For:	sewer

After Recording, return to and Until
Further Notice Send Tax Statements to:
City of Lincoln City
P.O. Box 50
Lincoln City, OR 97367

WESTERN TITLE & ESCROW CO. hereby certifies that this is a true and actual copy of the original
By _____
Escrow Officer

WTE #21-0100805

WARRANTY DEED- STATUTORY FORM

LINCOLN COUNTY SCHOOL DISTRICT who acquired title as LINCOLN COUNTY SCHOOL BOARD, Grantor, conveys and warrants to LINCOLN CITY URBAN RENEWAL AGENCY, Grantee, the following described real property free of encumbrances, except as specifically set forth herein, situated in Lincoln County, Oregon, to-wit:

Lots 1 through 8 and Lots 12 through 19, Block 2, DELAKE, in the City of Lincoln City, County of Lincoln and State of Oregon.

TOGETHER with that portion of Lake Drive which inured thereto by Vacation Order recorded November 18, 1941 in Book 89, page 349, and also recorded July 7, 1927 in Book 115, page 349, Deed Records for Lincoln County, Oregon.

ALSO TOGETHER WITH that portion of vacated alley in said block which inured thereto on that Order of Vacation recorded December 17, 1952, Book 155, page 469, Deed Records.

TOGETHER WITH an easement for a roadway as disclosed by instrument recorded December 17, 1952, Book 155, page 472, Deed Records.

****

The property is free of all encumbrances, except: See attached and incorporated Exhibit A.

The true consideration for this conveyance is: $1,600,000.00 consisting of cash and secured note.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 28 day of October, 2005.

Exhibit "D"
Resolution No. UR 2005-05
Acquisition of Delake School

Richard Bellomi, Deputy
Lincoln County School District

STATE OF OREGON)
)
) ss.
COUNTY OF LINCOLN)

This instrument was acknowledged before me on October 28, 2005, by Richard Belloni, Deputy for the Lincoln County School District.

OFFICIAL SEAL
LILLIAN HOOVER
NOTARY PUBLIC - OREGON
COMMISSION NO. 374131
MY COMMISSION EXPIRES OCT. 31, 2007

NOTARY PUBLIC FOR OREGON
My Commission Expires: 10-31-07

ACCEPTED BY:

Wes Ryan, Chair, Lincoln City Urban Renewal Agency

EXHIBIT A

Subject to:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, not shown by the public records, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.

4. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

6. The subject property is non-taxable for 2005-2006

Status:	School Property
Levy Code:	412
Account No.:	R401284
Tax Lot No.:	7-11-15-AB-15200

7. City liens, if any of the City of Lincoln City.

8. Regulations, including the power to acquire rights of way and easements, and to levy assessments of the Devil's Lake Water Improvement District.

9. Subject property is either situated within the urban renewal boundaries or within the shared area of the Year 2000 Development Plan, Lincoln City, Oregon and is subject to the terms and provisions thereof, as outlined by instrument.

Recorded:	March 20, 1989
Document No.:	Book: 202 Page: 1261

Amended by instrument,

Recorded:	December 8, 1989
Document No.:	Book: 211 Page: 1675

10. Easements, if any, in vacated alley and vacated street area.

11. Reservation of a roadway as disclosed by instrument recorded December 17, 1934 in Book 155, page 467, Deed Records and instrument recorded August 23, 2005, Document No. 200513300, Lincoln County Records.
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12. An easement created by instrument, including the terms and provisions thereof,

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Recorded:	January 25, 1967
Document No.:	Book 274, page 400
In favor of:	Pacific Power and Light Company, a corporation,
For:	transmission and distribution lines

13. An easement created by instrument, including the terms and provisions thereof,

Dated:	May 28, 1970
Recorded:	October 31, 1973
Document No.:	Book 45, page 801
In favor of:	The City of Lincoln City
For:	sewer

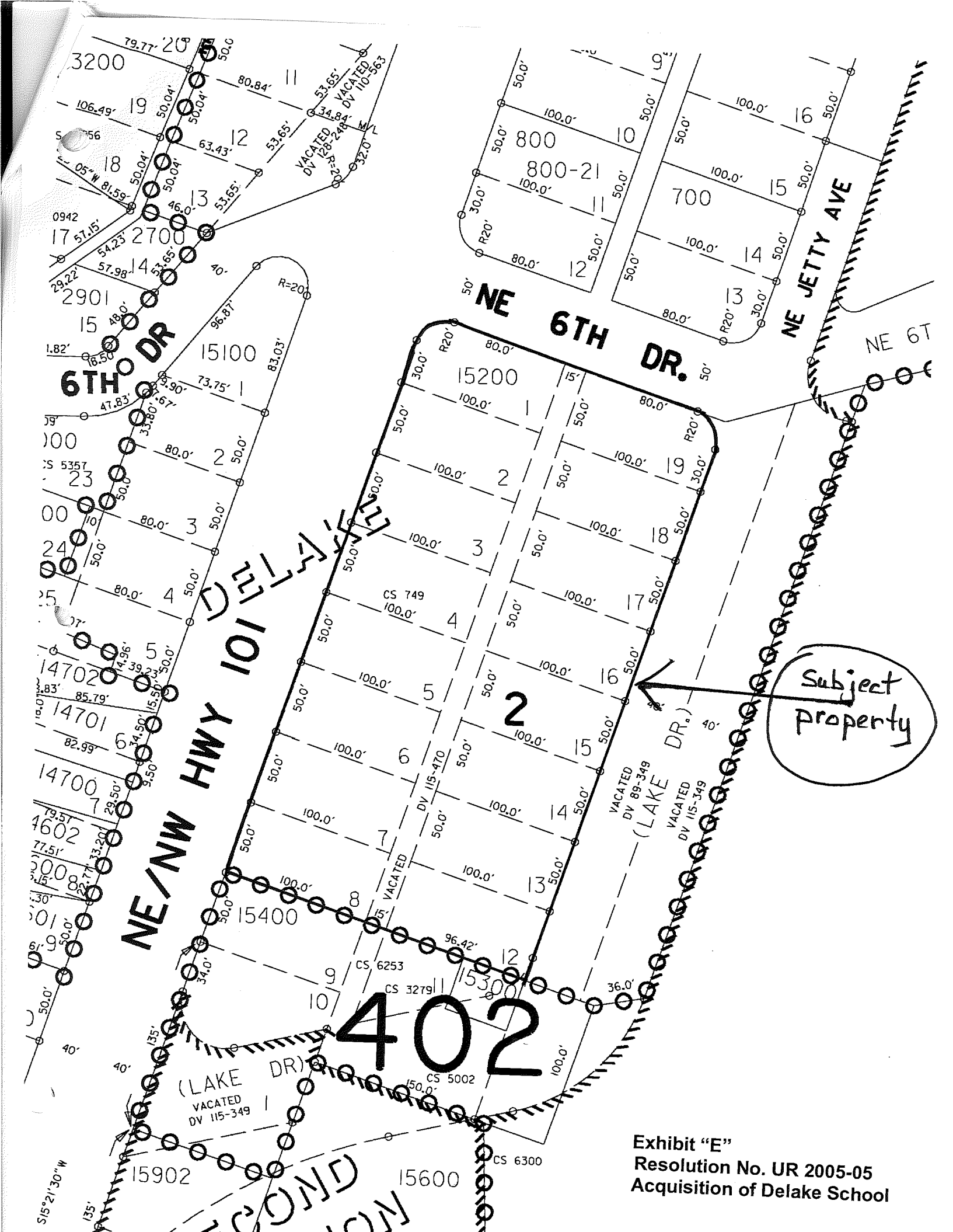


Exhibit "E"
Resolution No. UR 2005-05
Acquisition of Delake School

RESOLUTION NO UR 2005-06

A RESOLUTION ADOPTING THE SUPPLEMENTAL BUDGET OF THE LINCOLN CITY URBAN RENEWAL AGENCY FOR THE FISCAL YEAR 2005-06 AS APPROVED BY THE AGENCY, AND MAKING APPROPRIATIONS

WHEREAS, ORS 294.480 provides that the governing body of any municipal corporation may make a supplemental budget where an occurrence or condition which had not been anticipated at the time of the preparation of the budget for the current year requires a change in financial planning; and

WHEREAS, the publication of the supplemental budget was given in the manner provided in ORS 294.311; and

WHEREAS, the Agency has held a public hearing and received public comment, if any;

NOW, THEREFORE,

Section 1. BE IT RESOLVED by the Lincoln City Urban Renewal Agency that it hereby adopts the supplemental budget for 2005-06, and is now on file in the office of the Finance Director.

Section 2. BE IT FURTHER RESOLVED, that the additional amounts for the fiscal year ending June 30, 2006, for the purposes shown below are hereby appropriated as follows:

SEE EXHIBIT "A"

This resolution shall be effective upon passage.

PASSED AND APPROVED by the Lincoln City Urban Renewal Agency this 14th day of November 2005.

WES RYAN, CHAIR

ATTEST:

CATHY STEERE, CITY RECORDER

NOTICE OF
SUPPLEMENTAL BUDGET HEARING

•Use for supplemental budget proposing a change in a fund's expenditure of 10 percent or more.

A public hearing on a proposed supplemental budget for Lincoln City Urban Renewal Agency (Agency Name) Lincoln (County)

State of Oregon, for the fiscal year July 1, 2005 to June 30, 2006 will be held at Lincoln City, City Hall (Location)

The hearing will take place on the 14th day of November (Month), 20 05 at 6:00 (Time) ☐ a.m. ☑ p.m.

The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after November 2, 2005 (Date) at Finance Department, City Hall (Location) between the hours of 8:00 ☑ a.m. ☐ p.m. and 5:00 ☐ a.m. ☑ p.m.

SUMMARY OF SUPPLEMENTAL BUDGET
PUBLISH **ONLY** THOSE FUNDS BEING MODIFIED

FUND: Urban Renewal General Fund

Resource	Amount	Requirement	Amount
1. Notes Receivable	$20,000.00	1. Other Disbursements & Expense	
2. Capital Outlay-Cultural Center	$110,000.00	2. Contracts Payable	$130,000.00
3.		3.	
Total Resources	$130,000.00	**Total** Requirements	$130,000.00

Comments
To provide for the purchase of the DeLake School

FUND: Urban Renewal General fund

Resource	Amount	Requirement	Amount
1. Beginning Fund Balance	$330,000.00	1. Capital Outlay	
2.		2. Reserve-Agency Approved Projects	$330,000.00
3.		3.	
Total Resources	$330,000.00	**Total** Requirements	$330,000.00

Comments
To adjust Beginning Fund Balance to actual

150-504-076-6 (Rev. 12-04) Web

Exhibit "A"
Resolution UR 2005-06
Supplemental Budget 2005-06

URBAN RENEWAL AGENCY
RESOLUTION NO. 2005-07

A RESOLUTION OF THE LINCOLN CITY URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BANK OF THE WEST AND SANTIAM ESCROW, INC. TO IMPLEMENT THE URBAN RENEWAL RENOVATION AND REHABILITATION LOAN PROGRAM

Recitals

A. Whereas, the Urban Renewal Agency is a duly existing and operating urban renewal agency under ORS 457; and

B. Whereas, the Urban Renewal Agency has approved and implemented a Renovation and Rehabilitation Loan Program to improve properties and businesses in the urban renewal district; and

C. Whereas, the Urban Renewal Agency has adopted public contracting rules pursuant to ORS Chapter 279A, B, and C.

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN CITY URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. The recitals of this resolution are adopted as additional findings and incorporated herein in this section as if fully set forth.

Section 2. The Agency adopts the following additional findings:

A. The contract with Bank of the West and Santiam Escrow, Inc. for professional services is a personal services contract that requires special skills.

B. The Agency finds that the contract meets the requirements of the Agency's Public Contracting Rules, specifically, that Bank of the West and Santiam Escrow Inc have:

1) Specialized experience in the type of work to be performed;
2) Capacity and capability to perform the work, including specialized banking, accounting, and collection services, within the time limitations for the work;
3) Availability to perform the work required by the Renovation and Rehabilitation Loan Program; and
4) Familiarity with the local Lincoln City area in which the specific work is located.

Section 3. Under Lincoln City Municipal Code section 2.05.090(D), the Contracting Agency may negotiate a contract for services with any qualified contractor. The Agency has searched for local providers for the required services.

Section 4. The Agreement substantially in the form of Exhibit A, attached hereto and incorporated herein as if fully set forth, is approved.

Section 5. The Agency delegates authority to the City Manager to negotiate and sign the Agreement in conformance with Exhibit A. This delegation includes the authority to revise the terms of the Agreement as necessary or expedient.

Section 6. This resolution shall be effective as of the date it is adopted.

PASSED AND ADOPTED by the Urban Renewal Agency of Lincoln City this 12th day of December, 2005.

WES RYAN, CHAIR

ATTEST:

CATHY STEERE, CITY RECORDER

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and dated effective as of the _____ day of _____ 2005, by and among the Lincoln City Urban Renewal Agency, ("Agency"), an urban renewal agency organized and existing under the provisions of ORS Chapter 457; and Bank of the West ("Bank") and Santiam Escrow ("Escrow") hereafter jointly, "Facilitators ."

RECITALS

A. Agency is a duly existing and operating urban renewal agency, created pursuant to ORS Chapter 457, which has duly adopted an urban renewal plan and has power and authority granted under Chapter 457, including the power and authority to enter into this Agreement and to carry out the loan program herein described. Bank is a duly chartered bank of the State of California and has a branch office in Lincoln City, Oregon, with personnel experienced in making loans. Santiam Escrow Inc. is an Oregon Corporation which specializes in the receiving and tracking of loan payments and accounting for the application and disposition of such funds.

B. In order to carry out a program of voluntary repair and rehabilitation of buildings and improvements within its Urban Renewal District, and for any other appropriate purposes, Agency has received and set aside the sum of $300,000, to be deposited in a Loan Program Disbursement Account (the "Account"), to be maintained with Bank, for the purpose of making loans for property renovation and rehabilitation. All loan repayments will be placed back into the Program Disbursement Account.

C. In order to provide renovation and rehabilitation funds for properties, the Agency has adopted its Renovation and Rehabilitation Loan Program (the "Program"), to assist in improving existing building structures and exterior aesthetics of such structures. The Program will provide two types of loans: (1) loans for property owners and (2) loans for business owners who are not property owners (i.e. who are leaseholders). The limitations and requirements which Agency will observe respecting such loans are as set forth under Section 3 "Loan Requirements," in the attached Program Description ("PD"), captioned "Lincoln City Urban Renewal Renovation and Rehabilitation Loan Program" ("Program"). The Program is attached hereto and incorporated herein as if fully set forth in this Agreement.

D. Agency has requested Facilitators provide certain services in connection with the Program, and Facilitators are willing to provide the services as described.

NOW, THEREFORE, each in consideration of the others, Agency and Facilitators agree as follows:

1. Program in general.
Agency will carry out its Program, and Facilitators will provide consultation and assistance to Agency in so doing. Agency will be solely responsible to publicize the Program, to provide information regarding the Program and to solicit, receive and process Program loan applications (including assistance with completion of applications and making all decisions as to approval or denial of each loan). Agency, in cooperation with the City of Lincoln City ("City") will establish a Project Loan Review Committee ("Committee"), consisting of members of the City's Urban

Renewal Advisory Board and of the Agency. Agency will also cause appropriate City staff and an agency-retained design professional to advise the Committee. Facilitators will cause a representative to meet with and advise the Committee, as requested. The Committee shall make recommendations to the Agency, which shall make all decisions to deny or approve each loan.

2. Agency loans.
Agency will process loans and loan applications. Facilitators shall not be responsible to approve or deny any specific loan, nor responsible for the decision of the Committee or of the Agency to make or deny any loan. The role of Facilitators in the approval process shall be limited to carrying out a credit-worthiness review, including the recommendations of Facilitators to the Committee as to positive and negative factors which should be considered in approving or denying the loan application. *The Facilitator's recommendation shall be* based upon factors which Facilitators would typically consider in reviewing its own loan applications of this type and size, to the extent of appropriate information reasonably available to Facilitators and without recourse to them.

3. Loan Account.
The $300,000 which Agency has set aside for the loan program will be deposited into the Account with Bank upon execution of this Agreement, and Bank will pay, as interest on the balance of this Account, the highest average interest rate which Bank pays on money market accounts.

4. Procedure

A. Forms. As a courtesy, Facilitators will make its standard loan forms and recommended closing documents available to Agency for signing by the borrower. The Agency may choose to have loan forms and documents reviewed by its attorney prior to signing by the borrower. The Agency and its attorney shall bear final responsibility for forms and documents signed by the borrower.

B. Loan type. It is understood that the type and scope of security available may vary from loan to loan. The Facilitators shall make a recommendation as to the type and scope of security for the loan but the Agency shall make the final determination as to the type and scope of security to be obtained in connection with each loan which is approved.

C. Funds. Facilitator will disburse funds from the Account in the same manner and using the same criteria as if the loan were owned by the Facilitators.

1. Facilitators may make payments directly to the borrower, contractor or subcontractors in the same manner it would were the loan owned by the Facilitators.
2. Should the Agency choose, it shall have the authority to request Facilitators make disbursements using specific procedures.
3. In general, where a loan is made to a property owner, and unless Agency directs otherwise, the parties will endeavor to obtain a trust deed and a mortgagee's policy of title insurance, with an ALTA endorsement insuring that there are and will be no liens against the property, except as approved, prior to making any disbursements.
4. In the case of loans to leaseholders, the loan may be unsecured, or may be secured by personal property (with appropriate UCC financing statement filings), as directed by Agency.

D. Standards for project work. The Agency at its sole discretion may add, change or determine standards for completeness and quality of any work performed. Facilitators shall not be responsible to ascertain the existence of any claim of lien, or potential claim, of lien, on account of unpaid laborers, materialmen, contractors of other persons who may be entitled to assert a claim of lien on account of the work to be done.

5. Agency responsibility for application expense.
Agency shall be solely responsible for paying or requiring loan applicants to pay all direct expenses incurred in connection with making such loans, including but not limited to credit reports, appraisals, UCC searches, preliminary title reports, title insurance policies, recording of documents, and the filing of UCC financing statements, whether incurred as part of the loan application process or as part of the closing of the loan transaction, and whether or not any such loan is approved or completed. In the event that any such expense is incurred by the facilitators, agency shall promptly reimburse facilitators for such expense. Facilitators shall be compensated for services rendered in accordance with posted fees:

A. Loan origination fee: 1 percent of the loan amount or $100.00, whichever is greater.

B. Consultation fee for rejected loan: $100.

C. Loan draw fee for loan draws requiring inspection or review of draw requirements: $20 for each draw.

D. For loan draws specifically authorized by City, requiring no review by Bank: no charge.

E. Loan servicing fee, for loans paid according to the agreed schedule: 0.375 of one percent of the loan amount annually, calculated monthly on the declining balance.

F. Loan servicing fee for loans not paid according to schedule: Bank may impose its usual and customary charges for returned checks and drafts, chargeable to the borrower and not to Agency.

6. Facilitator expenses and compensation.
Facilitators are hereby authorized, at its option and in its discretion, to pay to itself, by debiting the Account, any amounts which are due to it from time to time, whether for expenses or compensation, but Bank shall, within a three business day period thereafter, notify Agency of the debit along with an explanation. The parties anticipate that such debit process would customarily be used for drawdown of monies for construction (draw). Facilitators shall receive payments through collection accounts for Agency as an agent of Agency. In the event of default or not sufficient funds (NSF) activity, Agency may withdraw any of the loan obligations from Facilitators' collection services and proceed with loan administration and legal remedies as Agency shall see fit. Bank shall not be responsible to pursue any collection or other procedures on behalf of Agency.

7. Party representative and notice.

A. In order to maintain open and convenient communication, each party shall appoint a representative to act as liaison with the other party. Agency initially appoints Ron Tierney, City Financial Planner, as Agency's representative. The City Manager of Lincoln City may also designate a substitute or alternate representative. The Facilitator Bank of the West representative to the Committee shall be Linda Easter, or such other person as the Bank's Area Manager shall designate, and any notice of information to Bank may be delivered to her, in writing. The

Facilitator Santiam Escrow representative shall be Jim Templin. However, said designees are not authorized to modify or supplement this Agreement, or to bind Facilitators in any matter. Any designation of a substitute or alternate representative shall be in writing, effective only upon delivery of the writing to the other party.

B. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties as follows:

Urban Renewal Agency
Attn: David Hawker, Lincoln City
P.O. Box 50
Lincoln City, OR 97367.

Bank of the West
Attn: Linda Easter

_____

_____

Santiam Escrow
Attn: Jim Templin

_____

_____

Any notice or other communication shall be deemed to be given upon deposit in the United States Mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section

8. Representations.

A. Each of the parties to this Agreement covenants, warrants and represents that it has the lawful authority to enter into this Agreement, and has done so in accordance with all applicable requirements of law, and that such party has the legal authority to do the acts and things contemplated by this Agreement, and has taken the steps necessary to exercise such authority.

B. The parties understand that although appended to this Agreement, the PD is intended as a general description of the Program, and the provisions of this Agreement shall supersede any term or provision contained in the PD, and only those parts of the PD specifically referenced herein are incorporated herein, and only to the extent expressly indicated.

C. It shall not be the responsibility of Facilitators to perform or carry out any service mentioned in the PD, or to determine compliance with any loan requirement set forth in the PD, except to the extent expressly agreed herein. However, this provision shall not relieve Facilitators of responsibility to carry out the process steps in the PD which are its responsibility under this Agreement, in particular to conduct a credit-worthiness review and provide such information to the Committee, to adopt and cooperate with Agency in a loan disbursement arrangement as provided above, and to collect loan payments as contemplated in subsection 5(F) of this Agreement.

D. In particular, it shall be the responsibility of Agency, in approving any loan, to ascertain the loan is consistent with its power and authority, the loan conforms to the Program requirements as specified in the PD, and the applicant complies with the PD process.

9. Independent contractor requirements.

In carrying out all services hereunder, Facilitators are acting as independent contractors, and Facilitators will cause their employees performing services hereunder to be covered to the extent required under the Oregon Workers' Compensation Law and shall be solely responsible for payment and withholding of any applicable payroll taxes. No such Facilitator employee shall for any purpose be considered to be employed by Agency, and Agency shall have no responsibility for payment of such employees or for withholding or paying any payroll tax.

10. Indemnification

A. Facilitators shall hold harmless, indemnify, and defend Agency and Lincoln City, its officers, agents and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial ever takes place) that may be asserted by any person or entity arising from, during, or in connection with Facilitators' performance of this contract, except liability arising out of the sole negligence or malfeasance of Agency and Lincoln City, its employees or independent contractors. Such indemnification shall also cover claims brought against Agency under state or federal worker's compensation laws. Facilitators agree to waive any right to indemnification or defense under ORS 30.285 and ORS 30.287.

B. Agency shall hold harmless, indemnify and defend Facilitators, its officers, agents and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial ever takes place) that may be asserted by any person or entity arising from, during, or in connection with the performance of this contract, except liability arising out of the sole negligence or malfeasance of Facilitators, its employees or independent contractors. Such indemnification shall also cover claims brought against Facilitators under state or federal worker's compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

11. Termination.

A. All or any part of this Agreement may be terminated at any time by mutual consent of the parties.

B. This agreement may be terminated by any party upon written notice to the other parties if a party is in default under this agreement for failure to perform or observe any term, provision, or covenant contained in this agreement, other than for the payment of money, and the default is not cured or a mutually-acceptable plan for remedying the failure is not agreed upon within thirty (30) days after receipt of written notification of such failure. Any such written notice shall specify the default with reasonable particularity.

C. Any party may terminate this Agreement at any time; provided, however, the party desiring to terminate its obligations under this Agreement shall mail notice of intent to terminate at least 90 days' prior to the date of termination. As of the date of termination, the withdrawing party shall satisfy any outstanding obligations to the other parties to the Agreement.

D. Termination of this agreement shall not affect the obligation of Agency to pay Facilitators for services rendered prior to the date of termination. This provision does not prevent Agency from asserting a claim for breach of contract against Facilitators following the termination of the agreement.

12. Insurance.
During the life of this Agreement, Facilitators shall obtain and maintain liability insurance coverage in the amount of $2,000,000, naming the Agency as an additional named insured, and provide a copy of such certificate to the Agency.

13. Statutory provisions.
All parties are, at all times covered under this Agreement, bound by the applicable provisions of the Oregon Revised Statutes, the Oregon Administrative Rules, and all local county and city ordinances, orders, regulations, and resolutions. Facilitators shall comply with all applicable federal, state, and local laws, rules and regulations regarding non-discrimination in employment. Facilitators agree to comply with all provisions of ORS Chapter 659.

14. Audit.
Facilitators shall maintain records to ensure conformance with the terms and conditions of this Agreement, and to ensure adequate performance and accurate expenditures within this Agreement period. Facilitators agree to permit Lincoln City, its Urban Renewal Agency, the State of Oregon, the federal government, and their duly authorized representatives the right to audit all records pertaining to this Agreement to ensure the accurate expenditures of funds. If, in the opinion of the Agency, a site audit becomes necessary, Facilitators shall allow such an audit. Any independent audit report of Facilitators' activities or finances prepared for Agency shall be submitted to Agency upon request.

15. Entire Agreement.
This contract is intended as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. All modifications of this agreement shall be in writing and shall be signed by an authorized representative of each party.

16. Dispute resolution.
If a dispute arises with respect to this agreement, the parties agree to try to resolve it through mediation prior to resorting to the courts. The parties agree to name and use a mutually-acceptable mediator, or if the named mediator is unavailable, a court-appointed mediator. The parties agree to equally share the cost of mediation, if any.

17. Attorney Fees. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the court, at both trial and on appeal.

18. Assignment. No party shall assign, sublet or transfer any interest in or duty under this agreement without the written consent of the other parties.

19. Successors and assigns.
This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. Severability.
In the event that any provision of this Agreement is held to any extent to be invalid or unenforceable, the invalid provision shall be severed and the remainder of this Agreement shall be unaffected, with each remaining provision of this Agreement considered valid and enforceable to the fullest extent permitted by law.

21. Waiver.
No failure or delay on the part of either party in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law or otherwise available to the parties.

LINCOLN CITY URBAN RENEWAL AGENCY

By _____
David Hawker, City Manager, Lincoln City
Delegation approved by Agency December 12, 2005

BANK OF THE WEST

By _____

SANTIAM ESCROW INC.

By _____

UR RESOLUTION NO. 2005-08

A RESOLUTION OF THE LINCOLN CITY URBAN RENEWAL AGENCY APPROVING A LEASE AGREEMENT WITH 4C'S FOR USE OF THE DELAKE SCHOOL PROPERTY

Recitals

WHEREAS, the Urban Renewal Agency has purchased the Delake School for use as a center for arts and culture; and

WHEREAS, the 4C's, a non-profit organization, desires to operate the Delake School as a center for culture and arts.

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN CITY URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. The Lease Agreement attached hereto as Exhibit A and incorporated herein as if fully set forth is hereby approved.

Section 2. The Urban Renewal Agency delegates to the City Manager the authority to sign the Agreement and take any action necessary or required to implement the Agreement.

Section 3. This resolution shall be effective as of the date it is adopted.

PASSED AND ADOPTED by the Lincoln City Urban Renewal Agency this 12th day of December, 2005.

WES RYAN, CHAIR

ATTEST:

CATHY STEERE, CITY RECORDER

AGREEMENT FOR LEASE OF DELAKE SCHOOL
BETWEEN
Lincoln City Urban Renewal Agency
and
Coastal Communities Cultural Center Inc.

RECITALS

A. In 1993, the city of Lincoln City adopted Resolution No. 93-38 supporting the goals of the Coastal Communities Cultural Center, Inc.

B. In 1998, the Lincoln City Urban Renewal Agency adopted the Year 2000 Development Plan which provided for acquisition of property within the Lincoln City Urban Renewal District for purposes of promoting arts and culture in Lincoln City.

C. In 2005, the Lincoln City Urban Renewal Agency entered into an agreement with the Lincoln County School District to purchase the Delake School property for use as a center for arts and culture, pursuant to Section 601(17) of the Urban Renewal Agency Year 2000 Development Plan.

D. The Coastal Communities Cultural Center, Inc., a non-profit arts organization, desires to develop a cultural center at the Delake School, and the Lincoln City Urban Renewal Agency desires to assist with the use of the Delake School as a center for arts and culture.

TERMS

1.0 Parties
The parties to this Agreement are the Lincoln City Urban Renewal Agency ("Agency"), Lessor, and the Coastal Communities Cultural Center, Inc. ("4C's"), Lessee.

1.1 Lessor, the Lincoln City Urban Renewal Agency, is an Agency formed under Oregon law and is authorized to acquire and lease real property when not required for public use. Pursuant to ORS 457.045, the governing body of Lincoln City has the powers of the Urban Renewal Agency. The directors of the Urban Renewal Agency are the governing body of Lincoln City.

1.2 Under ORS 457.075, any termination of the Urban Renewal Agency does not affect its contracts or obligations, and the Agency by ordinance would transfer Agency facilities to the City of Lincoln City. In the event of such Agency termination, Lincoln City shall substitute for the Agency and be obligated for all duties and responsibilities stated in this Agreement. By entering into this Agreement, 4C's specifically acknowledges that Lincoln City may be obligated to replace Agency as a party to this Agreement and as the owner of the Property by operation of state law.

1.3 Lessee, the Coastal Communities Cultural Center, Inc. is an Oregon nonprofit corporation organized in 1996 and operated for charitable, scientific, and education purposes including for the promotion of local art activities within Oregon and to foster an environment conductive to the enhancement of the cultural, artistic, educational, literary, and creative talents of artists, artisans, musicians, and performers desiring to display, create, perform or otherwise contribute to the cultural development of the central Oregon coast.

1.4 By notices dated October 14, 1997 and October 18, 2005, the U.S. Department of the Treasury determined that "Coastal Communities Cultural Center Inc." is exempt from federal income tax under I.R.C. § 501(a) as an organization described in I.R.C. §501(c)(3), and more specifically, is a publicly-supported organization described in §509(a)(2). The notices are provided in Exhibit A, attached.

1.5 4C's shall provide notice to Agency of any proposed change or amendment to its Articles of Incorporation or Bylaws that may affect its ability to comply with the terms and responsibilities described in this Agreement.

2.0 Consideration

As and for consideration for this Agreement, the receipt of which the parties mutually acknowledge, 4C's promises to make payments as described herein, to be used by Agency for the purchase of the Property subject to this Agreement, and to use the Property for promoting culture and art, in exchange for Agency's promise to lease the Property for use as a cultural center.

3.0 Property

3.1 Description. The property subject to this Agreement is the Delake School ("Property"), located at Highway 101, Lincoln City, Oregon, and more particularly described in Exhibit B (warranty deed), attached. A reference to the Property includes the buildings and grounds along with any easement(s) for access or roadways provided by deed or otherwise granted, and all exceptions to title. Agency conveys to 4C's any attached or detached personal property, except for fixtures that are a permanent part of the building, contained in any building at the time of 4C's possession under this Agreement, except as noted in section 3.2.

3.2 Condition. The Property is leased "as is" except where otherwise noted in this Agreement. The Lincoln County School District shall have thirty (30) days to remove a freezer and a refrigerator from the building, and until April 1, 2005 to remove items outdoors including the playground equipment and one metal storage shed.

3.3 Name. The Property shall be known as the "Lincoln City Cultural Center" or other such name proposed by 4C's and approved by Agency. Any approved name shall be consistent with the objective of promoting the identity of Lincoln City as a home of the arts. Agency shall not unreasonably withhold approval of a change in name

4.0 Term

4.1 Initial term. The initial lease term shall be twenty-five (25) years from the effective date of the Agreement, unless earlier terminated as provided in section 19.0. The total lease term covered by this Agreement including all options to renew is forty-five (45) years. The length of term is considered integral to the Agreement and the ability of 4C's to apply for and receive grants and other financial support.

4.2 Option to renew. Provided 4C's has met all terms of the Agreement and is not in default as specified in section 17.0, 4C's shall have an option to renew the Agreement for two successive terms of ten years each as follows:

4.2.1 Each of the renewal terms shall commence on the day following expiration of the preceding term.

4.2.2 The option may be exercised by written notice to Agency given not less than 120 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

4.2.3 The terms and conditions of the lease for each renewal term shall be identical with the original term except that 4C's will no longer have any option to renew this lease that has been exercised.

5.0 Use

5.1 In General. Any use of the Property shall be conducted subject to all the terms of this Agreement.

5.2 Primary Use. 4C's has sole discretion to use the Property for cultural center purposes with or without charge, including but not limited to any or all of the following

5.2.1 Creation, display, interpretation, and sale of art and craft products;

5.2.2 Production, audition, practice, and presentation of theater, music, dance, and other performing arts;

5.2.3 Any class, forum, demonstration, meeting, and presentation which affords educational opportunities for residents, visitors, and members of community groups;

5.2.4 Other cultural activities of benefit to the community;

5.2.5 Endeavors which sustain operation of the facility through production of related business income as defined in the Oregon Non-Profit Corporation Handbook (as

now existing and amended hereafter) the current relevant portion of which is attached as Exhibit C;

5.2.6 Use by the Samaritan Early Learning Center. The Samaritan Early Learning Center ("Center") and Lincoln County School District have entered into a separate lease agreement. By Purchase and Sale Agreement dated October 28, 2005, the Agency and Lincoln County School District assigned the Center lease to Agency. In turn, Agency agrees to assign the Center lease to 4C's effective as of the date of this Agreement. 4C's shall have the right to receive any Center lease payments accrued and owing as of the date of this Agreement.

5.3 Secondary use. In order to provide additional support for cultural purposes, Agency authorizes 4C's to use the Property for specific businesses uses, in order to produce income, including unrelated business income as defined in Exhibit C. Secondary use must be reasonably necessary to ensure financial viability of 4C's operation of the Property for cultural activities and must not be incompatible with cultural use as defined in subsection 5.1.1. This section is intended to address ordinary business use and does not include one-time events or any cultural uses. Secondary use is subject to all applicable terms of this Agreement, including but not limited to the provisions of sections 5.0 and 6.0.

5.3.1 Review procedure. In order to avoid unnecessary delay, the parties agree to use the procedure outlined in this section to communicate and discuss proposals to use the Property for unrelated business income.

5.3.1.1 Each party shall delegate to its representative the responsibility for discussing proposals for secondary use under the terms of this section. The representative for the Agency shall by the City Manager of Lincoln City. The representative for the 4C's shall be its President.

5.3.1.2 4C's shall notify Agency of its intent to use the Property for secondary business use (either by 4C's or by a sublessee) and include a brief description of the proposal.

5.3.1.3 Agency shall approve the specific secondary use in writing. On behalf of Agency, the City Manager is authorized to administratively approve any use that in the opinion and expertise of the City Manager is authorized by this Agreement.

5.3.1.4 If the City Manager cannot determine whether such use is authorized, or the 4C's disagrees with the City Manager's determination, the City Manager shall forward any written request for secondary use to the Urban Renewal Agency and provide a report including a recommendation for approval or denial with explanation.

5.3.1.5 If the City Manager does not respond to a request by 4C's for secondary use approval within a reasonable time, or if the City Manager does not approve a use, the 4C's may submit a request directly to the Agency. The 4C's may also initiate dispute resolution as provided in section 15.0.

5.3.1.6 The Agency shall promptly review and take action on the request. The Agency may make a tentative or final decision to approve or deny the request, and may require additional time or additional information or both, before making a tentative or final decision.

5.3.1.7 The Agency shall explain its decision at the time it takes final action on a request under this sub-paragraph.

5.3.2 Standards for approval of secondary use. The parties may at any time implement this section by using additional informal guidelines or standards to review secondary use. Formal guidelines or standards shall be adopted as an amendment as provided in section 24.11.

5.3.2.1 Use of the Property by any business that operates under a franchise agreement, such as a "chain" business, is not allowed. A "chain" business is defined as a network of more than eleven (11) physical business locations which are owned or controlled by a single company, share a brand, and provide similar services or products.

6.0 Sublease and assignment

6.1 4C's may enter into any sublease for the use of the Property under the following terms:

6.1.1 Until 4C's has made all payments as required by Exhibit D, 4C's may enter into a sub-lease as long as the sublease agreement provides that 4C's can terminate the agreement in less than one year;

6.1.2 Any sublease agreement may not extend beyond the current term of this Agreement;

6.1.3 Agency has pre-approved the use of the Property subject to sublease, as may be required under Paragraph 5;

6.1.4 A copy of this Agreement shall be included as additional terms in any agreement for sublease or use between 4C's and its sublessee.

6.1.5 Any sublease shall include the requirement to secure comprehensive liability insurance in the amounts of coverage required under this Agreement, and the requirement

for the policy to name the Lincoln City Urban Renewal Agency as an additional insured, whether obtained by the sublessee or included under 4C's coverage.

6.2 Within six months of the effective date of this Agreement, 4C's and Samaritan Early Learning Center may enter into a sublease agreement, provided the sublease can be terminated within one year.

6.3 Agency may continue to use the Delake School for its after-school program from the date of this Agreement until February 1, 2006 to allow Agency sufficient time to move the program to another location. The parties agree to mutually cooperate in meeting this deadline to move the program to its new location. The Agency understands that time is of the essence to the 4C's in obtaining beneficial use and enjoyment of its occupancy of all portions of the Property.

6.4 Assignment. 4C's may assign this Agreement to another entity that meets the criteria of this section provided 4C's gives Agency sixty (60) days notice of assignment and Agency approves the assignment in writing. The criteria for assigning the Agreement to another entity shall be at a minimum:

6.4.1 The assign is a non-profit organization whose purpose is to advance cultural arts;

6.4.2 The assign demonstrates it is financially capable of meeting its obligations under this Agreement;

6.4.3 The assign otherwise meets all requirements of the Agreement.

6.5 Agency may assign this Agreement to Lincoln City at any time, with or without notice to 4C's. Agency shall not otherwise assign any interest in this Agreement without 4C's consent, which shall not be unreasonably withheld.

7. Payment, taxes, and accounting

7.1 Payment. Agency will lease the Property to 4C's for the initial term of twenty-five (25) years under the payment terms shown in the Payment Schedule, Exhibit D, attached. 4C's shall be responsible for making all payments as provided in Exhibit D in the amounts described therein and at least ten (10) days prior to the date specified for payment.

7.2 Taxes. 4C's shall be responsible for paying any property taxes owed on the Property incurred after the dates of this Agreement, whether the tax arises from its use of the Property as a cultural center or from use by any sublessee. 4C's is solely responsible for applying or maintaining its status as a tax-exempt organization under state and federal law. (ORS 307.110 -120). 4C's shall file with the Lincoln County Assessor the required claim for exemption as provided in ORS 307.166(2).

7.3 Accounting. Within ninety (90) days of the close of the 4C's fiscal year, 4C's shall report in writing to Agency the amounts paid during the fiscal year just closed and the purposes for which funds have been expended. 4C's may report Agency expenditures and income based on public information.

7.4 Failure to make timely payments as required by this Agreement (as shown in Exhibit D) beyond forty-five (45) days of the due date, or failure to make timely payment of property taxes, if any, shall constitute a default of this Agreement as provided in section 16.0.

8.0 Improvements, remodeling and repairs

8.1 In General. The parties recognized that improvements (including expansion involving new construction), remodeling and repairs to the school building will be required in order to use the building for cultural purposes. The Delake School was constructed beginning approximately 1929 with a brick exterior. Interior elements that are considered integral to the desired historic appearance of the building include the areas described in Exhibit E and any particular elements that are described elsewhere in, or included in an amendment to, this Agreement.

8.2 Any changes to the Property, including improvement and remodeling of the school building, must complement the existing architectural qualities of the building and protect its historic integrity by showing continuity in use of materials and design, with particular regard to the exterior façades and the existing entryway on the west side of the building fronting Highway 101, as generally described in subsection 8.1 and shown in Exhibit E, attached.

8.3 4C's shall be wholly responsible for determining the nature and extent of required improvements, including contracting and paying for any work including but not limited to repairs, remodeling, and other improvements that are customarily considered to be capital construction.

8.4 All remodeling, repairs, and construction on the Property shall conform to all applicable regulations, including but not limited to Lincoln City Zoning Ordinance, Lincoln City Building Code, street access regulations, Lincoln City Transportation Master Plan, and any applicable state and federal laws including any applicable accessibility requirements of the Americans with Disabilities Act. 4C's shall be solely responsible for acquiring any permits or approvals from Lincoln City or other agencies as necessary to conduct any planned improvements, remodeling, or repairs, and complying with all conditions and requirements of any such permits or approvals received.

8.5 Prior to making any planned improvements involving major remodeling or new construction, 4C's shall send notice of planned improvements including proposed location and design to Agency for its review within thirty (30) days. "Planned

improvement" includes expansion of the school building, parking areas or drives, and any amount of removal or fill of soil except as needed for landscaping. "Major remodeling" includes visible structural changes, or visible structural improvements to the building, but does not include painting, decorative changes, or minor remodeling. "Minor remodeling" includes changes to fixtures and repairs not requiring approval by Lincoln City, including partitioning interior spaces without altering load-bearing walls.

8.5.1 After November 28, 2005, 4C's may remove any outbuildings including the shed located at the southwest corner of the site.

8.6 Solely to the extent necessary to protect its commitment to preserving the historic qualities described in subsection 8.1, Agency reserves the right to prohibit or require modification of any improvement that appears to increase the building footprint, alter the structural components of the building appearance, or includes the exterior façade or entryways described in subsections 8.1-8.2 and further shown in Exhibit E. Agency shall send notice of proposed denial or required modification of a planned improvement to 4C's prior to making a final decision. Upon receipt of notice, 4C's may request to confer with Agency and negotiate a solution acceptable to the parties. Agency shall agree to confer and negotiate upon receiving a request to do so under this section.

8.7 Agency shall have no responsibility to undertake, or to contribute funds for payment of, improvements, remodeling and repairs . Any of the improvements, remodeling and repairs made by 4C's to Property are solely for 4C's use and enjoyment and are not required or desired to be carried on for Agency or on its behalf. 4C's shall be solely responsible for complying with any requirements that may be imposed on Agency by the State of Oregon under O.R.S. Chapter 279C or other potentially applicable law related to improvements, remodeling and repairs. 4C's shall be solely responsible for entering into any contract for construction, remodeling, or repairs on the Property.

8.8 In the event that the application of laws or rules increases such costs to the point where it is no longer feasible for 4C's to undertake planned improvements, remodeling and repairs, 4C's may request Agency to participate in such improvements, remodeling and repairs. If Agency is unwilling or unable to contribute funds in the amount required or within the time needed by 4C's, the parties understand 4C's may decide not to proceed with any planned improvement, remodeling, or repairs not required under this Agreement, or to default rather than proceed with any required repair.

8.9 4C's must complete any improvements, remodeling or repairs that have been commenced or be in default of this Agreement. All completed improvements, remodeling or repairs shall be considered part of the Property and remain with the Property.

8.10 If a determination is made that requires 4C's to pay prevailing wage for work involving any improvement on the Property, 4C's shall be responsible for paying wages in according with O.R.S. Chapter 279C and any other applicable law. In the event that prevailing wage requirements increases construction costs to the point where it is no

longer feasible for 4C's to undertake planned improvements, 4C's may request Agency to participate in such improvements. If Agency is unwilling or unable to contribute funds in the amount required or within the time needed by 4C's, 4C's may elect to default rather than to proceed under this Agreement.

8.11 Additional construction and operation standards. In addition to any requirement under law or contract, 4C's shall use as guidelines for construction and operation the U.S. Green Building Council construction and operation standards developed by Leadership in Energy and Environmental Design (LEED), including LEED-NC for new and existing commercial and institutional buildings. 4C's is not required to submit for any rating approval but is expected to follow the LEED standards and objectives wherever possible.

8.12 Recycling. At all times after taking possession of the Property, 4C's shall be responsible for instituting a program to reuse or recycle materials brought to or used on the Property in conjunction with Lincoln City recycling requirements and LEED-NC standards. "Materials" include construction waste, paper, newspaper, cardboard, aluminum, glass, tin and other materials capable of being reused and recycled. Promotion of recycling of materials shall be considered in any design, remodel, or construction of the Property.

9.0 Repair and maintenance of buildings and grounds

4C's shall be solely responsible for conducting any necessary repairs and maintenance to the Property. All repairs and maintenance shall be performed in a workmanlike manner.

9.1 Landscaping shall be installed and maintained to Lincoln City ordinances and standards, and any approved permits or plans.

9.2 . Any removal of trees shall be conducted in compliance with Lincoln City Zoning Ordinance 4.220.

9.3 Any portion of the lot not occupied by buildings, drives, parking area, or installed playground area shall be landscaped with ground cover, shrubs, trees, or other plant materials. As provided under subsection 8.5, 4C's shall give notice to Agency of any planned improvement which proposes to change existing ground cover or plant materials to hardscape, or which otherwise reduces landscaping lot coverage.

10.0 Warranties

10.1 Agency has conducted a *Level One Environmental Assessment and Information Review* ("Review") (G2 Associates Inc, September 30, 2005). Based on the Review findings, Agency determined that additional environmental investigation was not warranted prior to its acquisition of the Property. Agency has provided a copy of the Review to 4C's, which may, but is not required to, conduct additional investigation at its own cost.

10.2 Agency agrees to lease the Property "as is", and no express or implied warranties as to the condition of the Buildings and Grounds or its fitness for use as a cultural center (or other uses) are included in this Agreement. Agency specifically discloses to 4C's the *Level One Environmental Assessment and Information Review* (G2 Associates Inc, September 30, 2005), attached hereto as Exhibit F, including structural evaluation reports and reviews. Available information indicates that the potential cost of meeting regulations incurred in making repairs and improvements for certain uses, including costs of containing asbestos and meeting seismic regulations, may be considerable. Therefore, Agency makes no guarantees or warranties concerning the Property, the building structure and its appropriate use, and the potential cost of improvements, repairs, and remodeling that may be required for use of the Property by 4C's and any sub-lessee.

10.3 Hazardous Substances and Hazardous Waste. Agency represents that to the best of its knowledge, as of the date of this Agreement no hazardous substances, as defined by CERCLA, 42 U.S.C. § 9601(14), pollutant or contaminant as defined in CERCLA, 12 U.S.C. § 9604(a)(2) or hazardous waste as defined by RCRA, 42 U.S.C. § 6903(5) have been generated, released, stored or deposited over, beneath or on the Property from any source whatsoever by Agency, excepting only hazardous substances which have been duly and fully reported to an agency of the State of Oregon or the United States as required by applicable laws or regulations and the existence of which, together with any reports concerning said substances, have been fully disclosed to 4C's in writing, a copy of which is attached hereto as Exhibit F and incorporated herein by reference. Asbestos contained materials (ACMs) in the building have been under scrutiny and cleanup by the Lincoln County School District in keeping with AHERA standards prior to acquisition by Agency on October 28, 2005. This program must be continued by the 4C's, including any required removal and disposal of ACMs and required testing following completion of work and as otherwise recommended in Exhibit F.

10.4 Monitoring and compliance. 4C's shall be solely responsible for monitoring any work on the Property, whether conducted by 4C's or its employees, agents, volunteers, contractors, or sublessees, for compliance with any local, state, or federal law including environmental regulations applicable to asbestos. After the date of this Agreement, 4C's shall be solely responsible for the occurrence of any event on the Property caused or permitted by 4C's requiring environmental compliance or clean up, including all costs of compliance with any remedial order related to the event required by law.

11.0 Utilities

4C's shall be responsible for making payment for any utility service it authorizes, including but not limited to electricity; telephone; television cable service; gas; water and sewer service; street lights; removal of garbage, trash, and recyclables; and any other public or private utility required or desired to serve the Property.

12.0 Quiet enjoyment; Agency right to inspect

4C's is entitled to quiet use and enjoyment of the Property, subject to right of Agency reserved herein to enter the property for purposes of making periodic inspection, with reasonable advance notice to 4C's, for compliance with the provisions of this Agreement. However, in the event of an emergency, Agency shall have the right to enter without notice to 4C's and 4C's shall release Agency from any liability pursuant to such emergency entry or inspection.

13.0 Compliance with laws

13.1 The parties hereto agree to comply with all applicable federal, state, and local laws, regulations, codes, ordinances, and administrative orders having jurisdiction over the parties, the Property, or the subject matter of this Agreement, including but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Comprehensive Environmental Response Compensation and Liability Act, and the Americans With Disabilities Act.

13.2 At all times while this Agreement is in effect, 4C's shall abide by all local, state, and federal laws that apply to the operation of the 4C's and its use of the Property, as well as the use of the Property by others by arrangement or agreement with the 4C's. "Laws" includes but is not limited to O.R.S. Chapter 656, including Workers Compensation Insurance.

14.0 Insurance; Indemnity

14.1 Liability insurance. 4C's shall be responsible for carrying a policy issued by a competent insurance company and insuring 4C's for comprehensive, general liability in the amount of two million dollars ($2,000,000) for its operations of the Property as a cultural center. The policy shall name the Agency and the City of Lincoln City as additional insureds. 4C's shall direct its insurance carrier to provide a certificate of insurance to Agency within 30 days of the effective date of this Agreement. The insurance company is required to notify Agency thirty (30) days in advance of any change in coverage including cancellation.

14.2 Property insurance. Agency shall be responsible for providing fire and casualty insurance on the buildings on the Property at the start of and during the initial term and any additional terms of this Agreement.

14.3 Personal property not covered. Agency shall not be responsible for providing insurance for damage or loss to any additional personal property belonging to 4C's, its employees, agents, volunteers, contractors, or sublessees, although such coverage may be included in the policy of insurance provided to Agency. 4C's shall be solely responsible for insuring any personal property not described in Paragraph 3.

14.4 Indemnity. To the extent permitted by law, 4C's shall hold harmless, indemnify and defend Agency from and against any and all liability, claims or damages arising out

of any acts or omissions of 4C's, its officers, employees, or agents in connection with activities, uses, or occupancies described in this Agreement. Agency shall hold harmless, indemnify and defend 4C's from and against any and all liability, claims, or damages arising out of any acts or omissions of Agency, its officers, employees, or agents in connection with the activities, uses, or occupancies described in this Agreement. Agency reserves the right to recover damages to its property and to retain legal counsel approved by its insurance carrier.

14.5 Liens. Except with respect to any activities for which Agency is responsible, 4C's shall pay as due all claims for work done on and for services rendered or material furnished to the Property, and shall keep the Property free from any liens. If 4C's fails to pay any such claims or to discharge any lien, Agency may do so and collect the cost as additional rent. Any amount so added shall bear interest from the date expended by Agency at the rate the city earns on its investment at the state investment pooled rate and shall be payable on demand. Such action by Agency shall not constitute a waiver of any right or remedy which Agency may have on account of 4C's default.

15.0 Dispute resolution

15.1 The parties agree to attempt to resolve any controversy, including any dispute arising out of or relating to the parties' respective duties and obligations under this Agreement, or any interpretation of its terms, by informal discussion. If the parties cannot reach resolution informally, they shall submit the disagreement to mediation for resolution prior to filing any claim or suit in court .

15.2 The parties each agree to provide the name of a selected mediator to mediate any controversy. If the parties do not agree on the selection of mediator, each party shall select a mediator, and the mediators so named shall choose a third person to mediate the dispute. All mediation discussion shall be confidential pursuant to O.R.S. 36.226(1) and as may be provided under the Oregon Public Meetings Law.

16.0 Condemnation

If all or any portion of the Property is taken by a public entity (not including the City of Lincoln City or its Urban Renewal Agency) under the power of eminent domain or sold under the threat of that power, Agency will be required to terminate this Agreement as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than ten percent (10%) of the floor area of the building which is located on the Property is taken, either 4C's or Agency may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within thirty (30) days after receipt of written notice of such taking. Notwithstanding this election, Agency and 4C's may agree to continued use of the Property by 4C's and may take any action necessary to provide for continued use including amending this Agreement. 4C's shall have right to any condemnation award to the extent of its pro-rata share of the award based on the amount of payments by 4C's to

Agency and the amount of payments by Agency to Lincoln County School District as of the date of the condemning authority possession of the Property.

17.0 Default

17.1 Late Payment. If 4C's fails to make payment within ten (10) days of the payment due date under Exhibit D, Agency shall send notice of late payment to 4C's and provide opportunity to cure of forty-five (45) days, inclusive of the initial ten-day period for making payment.

17.2 Cure. Within 45 days of any payment due date, including payments under Exhibit D or property taxes, 4C's shall cure any failure to make payment by paying the full amount of the payment owed along with interest due. Interest shall be calculated based on the amount of Agency's required payment to Lincoln County School District, including the amount owed by 4C's plus interest on the 4C's amount due at the current investment pool rate of interest for each day Agency was required to cover 4C's share of Agency's payment obligation to Lincoln County School District. Interest on a property tax obligation shall be calculated in the amount assessed by Lincoln County, if any.

17.3 Failure to cure. Failure by 4C's to cure the late payment and make payment within forty-five (45) days of the due date as required in Paragraph 7 and Exhibit D shall constitute a default of this Agreement.

17.4 Improper Use. In the event that 4C's has conducted uses on the Property in violation of this Agreement, including conducting or allowing to be conducted any use in violation of local, state or federal law, 4C's shall be in default of this Agreement as of the date of such use, and 4C's shall have no further right to enter and use the Property.

17.5 Other default. In the event circumstances such as described in subsection 8.8 or 10.2 result in 4C's ceasing operations and ceasing to occupy the Property or otherwise materially breaching this Agreement, 4C's shall be in default of this Agreement.

18.0 Remedies

The remedies provided in this section shall be the exclusive remedies under this Agreement.

18.1 In the event of default by 4C's, Agency may take no action and thereby reserve all of its right under this Agreement; or, after providing at least twenty (20) days notice to 4C's, Agency may elect any of the following options and take any lawful action incident thereto:

18.1.1 Agency may operate the facility as a cultural center, by Agency or by agreement with another lessee. Neither Agency nor 4C's shall have any further obligation to one another as long as Agency elects to operate the facility under this option, subject only to Agency providing adequate assurance that it will continue the use as a cultural center for at least the duration of the original term of this Agreement, and any renewal

term exercised by 4C's as its option under subsection 4.2 of this Agreement.

18.1.2 Agency may allow 4C's to continue to operate on terms agreed to by Agency as provided in an amendment to this Agreement or in a new agreement

18.1.3 Agency may allow 4C's to assign its rights and responsibilities under this Agreement to another entity.

18.1.4 Agency may use the Property for a use other than as a cultural center.

18.1.5 Agency may sell the Property for fair market value (FMV).

19.0 Termination without default

19.1 By 4C's. At any time after completing all required payments under Exhibit D, 4C's may terminate this Agreement by providing one hundred and eighty (180) days notice of termination to Agency. 4C's shall relinquish all right of possession as of the date of termination. Agency shall elect one of the options under subsection 18.1 and 4C's shall reserve the right to recover its share as may be applicable under section 21.0.

19.2 Mutually. At any time, the parties may mutually agree to terminate this Agreement. If the parties mutually agree to terminate, 4C's shall relinquish all right of possession as of the date of termination. Agency shall elect one of the options under section 18.0 and 4C's shall reserve the right to recover its share as may be applicable under section 21.0.

20.0 Return of the Property and duty to vacate

When 4C's has notice of a date when it is no longer entitled to possession of the Property, 4C's shall vacate the Property and leave the Property in a clean and sanitary condition. All materials or equipment that are part of the building or attached to the building shall remain, including fixtures, drapes or other window coverings, any power wiring or panels, air conditioners, heaters, or other heating or air conditioning equipment, installed security equipment, or other similar building operating equipment and decorations.

21.0 Return of investment

In the event this Agreement terminates under subsection 19.1 or 19.2, or 4C's defaults and Agency acts as described above in subsection section 18.1.4 or 18.1.5, then 4C's reserves the right to repayment, within two years of the date of such action by Agency, of its share of payments to Agency as provided in this section.

21.1 If agency uses the property for other than cultural uses, Agency shall compensate 4C's in the amount paid by 4C's to Agency pursuant to Exhibit D.

21.2 Whether the property appreciates or depreciates in value, if Agency sells the property for FMV, 4C's shall be entitled to share the net sale proceeds based on the pro-

rata share of its payments made pursuant to Exhibit D as of the date of default. If the property appreciates in value and its sale results in a net gain, then 4C's participation in the proceeds shall be limited to include the pro-rata share of its total payments plus interest at a rate of 4% per annum. The parties acknowledge this provision is intended to provide a benefit to Agency in the appreciation in value of the Property and limit the right of 4C's to participate in any proceeds involving appreciation to the calculation of interest as stated herein.

22.0 No subordination

4C's may not subordinate this Agreement to any loan, grant, contract, property interest, or other obligation concerning the Property or the 4C's interest therein.

23.0 Miscellaneous Provisions

23.1 Nondiscrimination. 4C's promises, and it is a condition to the continuance of this Agreement, that there will no discrimination against any person or group on the basis of race, color, sex, sexual orientation, gender identity, disability, creed, national origin or ancestry, or any other Lincoln City ordinance prohibiting discrimination, in the leasing, subleasing, occupancy, or use of the Property or any portion of the Property.

23.2 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23.3 Interpretation. The parties agree that this Agreement has been fully and openly negotiated, with each party having the advice of counsel or adequate opportunity to seek advice of independent counsel, in the preparation of this Agreement; therefore, the parties agree to interpret any term in a manner that does not rely on a presumption that one party is favored over another party due to the drafting of this Agreement.

23.4 Exhibits. All exhibits described herein by reference are attached hereto, incorporated herein, and made a part of this Agreement as if fully set forth at the reference to the exhibit.

23.5 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall be effective when one or more counterparts have been signed and delivered by each of the parties..

23.6 Attorneys Fees. If either party commences any legal action, suit or proceeding against the other to enforce the terms of this Contract or to interpret any provision of these Contract Documents, the prevailing party shall be entitled to recover from the non-

prevailing party reasonable attorneys fees and costs, as are fixed by the courts, incurred in any action, suit or proceeding and in any appeal therefrom.

23.7 Governing Law and Venue. This Agreement shall be governed by and construed in accord with the laws of the State of Oregon. Any claim, action, suit, or proceeding between Agency and 4C's that arises from or relates to this Agreement shall be brought and conducted solely and exclusively in the Lincoln County Circuit Court and the Oregon appeals courts thereafter.

23.8 Merger. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

23.9 Waiver. No waiver or consent under this Agreement shall bind either party unless given in writing and signed by an authorized representative on behalf of the party giving the waiver or consent. The failure of either party to enforce any provision of this Agreement, except by such a signed and written waiver, shall not constitute a waiver of that or any other provision. Any waiver or consent shall be effective only in the specific instance and for the specific purpose given.

23.10 Obligations survive Agreement. On termination, all rights and obligations of Lessor and Lessee shall cease, except for those provisions, including but not limited to provisions about indemnification, remedies, and governing law and venue, which by their nature must survive termination in order to accomplish the intent of the parties concerning the effects of this Agreement.

23.11 Amendments. This Agreement may be amended only by a written amendment signed by both parties.

23.12 Notice. Any notice required, provided for, or otherwise given under this Agreement shall be sufficient if actually delivered in writing to City Manager or to 4C's President and shall be deemed given on the date of actual delivery. Alternatively, notice shall be sufficient if in writing deposited in the United States mail, certified mail, return receipt requested, postage prepaid, and addressed to the following address or to such other address as requested by notice given in accord with this subsection:

If to Agency: City Manager
PO Box 50
Lincoln City, OR 97367

If to 4C's: President
P.O. Box 752
Lincoln City, OR 97367

A notice so addressed and mailed shall be deemed given three days after mailing.

24.0 Authority
By signing this Agreement, each person representing a party to this Agreement warrants that he or she is authorized to do so.

25.0 Effective date
This Agreement shall be effective as of December 12, 2005. 4C's may take possession of the Property as of the effective date.

Wes Ryan, Chair,
Lincoln City Urban Renewal Agency

Date

P.J. Chessman, President
4C's

Date

Elizabeth Black, Vice President
4C's

Carl Reynolds, Secretary
4C's

Aneta Hazelbaker, Treasurer
4C's

Date

Attest:

Cathy Steere, City Recorder, Lincoln City

Approved as to form:

Joan Kelsey, City Attorney, Lincoln City
for Lincoln City Urban Renewal Agency

AGREEMENT FOR LEASE OF DELAKE SCHOOL
BETWEEN
LINCOLN CITY URBAN RENEWAL AGENCY
AND
COASTAL COMMUNITIES CULTURAL CENTER INC.

Exhibit List

Exhibit A	U.S.Dept. Of Treasury Notice
Exhibit B	Property Description, Warranty Deed
Exhibit C	Excerpt of Oregon Non-Profit Corporation Handbook
Exhibit D	Payment Schedule
Exhibit E	Map overlay of building footprint with perimeter drawing of selected entry areas
Exhibit F	Level One Environmental Assessment and Information Review, September 30, 2005 (G2 Associates, Inc.)

Internal Revenue Service

Date: October 18, 2005

COASTAL COMMUNITIES CULTURAL CENTER
% PHYLLIS CHESSMAN-PRESIDENT
PO BOX 752
LINCOLN CITY OR 97367-0752

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
S. Bantly
31-07238
Toll Free Telephone Number:
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
91-1821013

Dear Madam:

This is in response to your request of October 18, 2005, regarding your organization's tax-exempt status.

In October 1997 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE
Customer Account Services

Exhibit "A"
Agreement For Lease Of Delake School
Lincoln City/4C's

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 30 2001

COASTAL COMMUNITIES CULTURAL CENTER
PO BOX 752
LINCOLN CITY, OR 97367

Employer Identification Number:
91-1821013
DLN:
17053062785021
Contact Person:
JOHN JENNEWEIN ID# 31307
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
October 1997
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

COASTAL COMMUNITIES CULTURAL CENTER

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 14 1997

COASTAL COMMUNITIES CULTURAL
CENTER INC
4 CS
PO BOX 752
LINCOLN CITY, OR 97367

Employer Identification Number:
91-1821013
DLN:
17053256700007
Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 241-5199

Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
December 20, 1996
Advance Ruling Period Ends:
December 31, 2000
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

COASTAL COMMUNITIES CULTURAL

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth

month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of $20 per day for each day there is a failure to comply (up to a maximum of $10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

COASTAL COMMUNITIES CULTURAL

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

District Director

Enclosure(s):
Form 872-C

After Recording, return to and Until
Further Notice Send Tax Statements to:
City of Lincoln City
P.O. Box 50
Lincoln City, OR 97367

WTE #21-0100805

WARRANTY DEED- STATUTORY FORM

LINCOLN COUNTY SCHOOL DISTRICT who acquired title as LINCOLN COUNTY SCHOOL BOARD, Grantor, conveys and warrants to LINCOLN CITY URBAN RENEWAL AGENCY, Grantee, the following described real property free of encumbrances, except as specifically set forth herein, situated in Lincoln County, Oregon, to-wit:

Lots 1 through 8 and Lots 12 through 19, Block 2, DELAKE, in the City of Lincoln City, County of Lincoln and State of Oregon.

TOGETHER with that portion of Lake Drive which inured thereto by Vacation Order recorded November 18, 1941 in Book 89, page 349, and also recorded July 7, 1927 in Book 115, page 349, Deed Records for Lincoln County, Oregon.

ALSO TOGETHER WITH that portion of vacated alley in said block which inured thereto on that Order of Vacation recorded December 17, 1952, Book 155, page 469, Deed Records.

TOGETHER WITH an easement for a roadway as disclosed by instrument recorded December 17, 1952, Book 155, page 472, Deed Records.

****

The property is free of all encumbrances, except: See attached and incorporated Exhibit A.

The true consideration for this conveyance is: $1,600,000.00 consisting of cash and secured note.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this _____ day of October, 2005.

_____
Richard Belloni, Deputy
Lincoln County School District

STATE OF OREGON)
) ss.
COUNTY OF LINCOLN)

This instrument was acknowledged before me on October _____, 2005, by Richard Belloni, Deputy for the Lincoln County School District.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

ACCEPTED BY:

_____
Wes Ryan, Chair, Lincoln City Urban Renewal Agency

EXHIBIT A

Subject to:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, not shown by the public records, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.

4. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

6. The subject property is non-taxable for 2005-2006

Status:	School Property
Levy Code:	412
Account No.:	R401284
Tax Lot No.:	7-11-15-AB-15200

7. City liens, if any of the City of Lincoln City.

8. Regulations, including the power to acquire rights of way and easements, and to levy assessments of the Devil's Lake Water Improvement District.

9. Subject property is either situated within the urban renewal boundaries or within the shared area of the Year 2000 Development Plan, Lincoln City, Oregon and is subject to the terms and provisions thereof, as outlined by instrument,

Recorded:	March 20, 1989
Document No.:	Book: 202 Page: 1261

Amended by instrument,

Recorded:	December 8, 1989
Document No.:	Book: 211 Page: 1675

10. Easements, if any, in vacated alley and vacated street area.

11. Reservation of a roadway as disclosed by instrument recorded December 17, 1934 in Book 155, page 467, Deed Records and instrument recorded August 23, 2005, Document No. 200513300, Lincoln County Records.
(Affects Lots 8 and 9)

12. An easement created by instrument, including the terms and provisions thereof,

Dated:	November 7, 1966
Recorded:	January 25, 1967
Document No.:	Book 274, page 400
In favor of:	Pacific Power and Light Company, a corporation,
For:	transmission and distribution lines

13. An easement created by instrument, including the terms and provisions thereof,

Dated:	May 28, 1970
Recorded:	October 31, 1973
Document No.:	Book 45, page 801
In favor of:	The City of Lincoln City
For:	sewer

SOR 4C's lease

UNRELATED BUSINESS INCOME

Tax-exempt organizations often generate income from the goods and services that they offer. In many cases, the activities of the exempt organization that generates income are directed related to its exempt mission. For example, a church that offers Sunday school classes may charge for them. In other cases, the activity may itself be unrelated to the organization's exempt mission although it may be important to the organization because it provides funds for activities that are related to its exempt mission. For example, a university may run a macaroni factory or a school may hold an auction in order to generate funds for their educational programs. Although generally any income generated by your exempt organization is exempt from federal income taxation, the IRS does describe a category of income – unrelated business income – that is taxable. The object of this tax on unrelated business income is to reduce unfair competition between exempt nonprofits and businesses by placing exempt organizations on the same tax basis as nonexempt organizations with whom they compete. In cases where an organization generates too much unrelated business income or expends too many of its resources on its unrelated business activities, the IRS can refuse to recognize the organization as exempt or can revoke its exemption. Consequently, understanding the IRS concept of unrelated business income is important for organizations exempt under any section of §501(c).

Who is Subject to the Unrelated Business Income Tax (UBIT)?

The unrelated business income tax is imposed on almost all tax-exempt organizations, except for state colleges and universities, certain charitable trusts, certain title-holding companies, and certain government corporations. Groups that are covered by the unrelated business income tax include those exempt under §501(c)(3), (c)(4), (c)(5), (c)(6), (c)((7), and (c)(19). The unrelated business income tax is imposed in a somewhat different way than is described in this chapter on social clubs [§501(c)(7)], veterans organization [§501(c)(19)], and a few other specialized categories of exempt organizations. If your organization is one of these specialized groups, you should see an accountant or an attorney for advice specific to you.

What is Unrelated Business Income?

Unrelated business income is defined as income derived from the *regular* conduct of a *trade or business* that is *not substantially related* to the organization's exempt purpose.

Exhibit "C"
Agreement For Lease Of Delake School
Lincoln City/4C's

This definition breaks down into three requirements which, if met, mean that you have unrelated business income:

1. You conduct a trade or business; *and*
2. You do so regularly, *and*
3. Your trade or business is not substantially related to your exempt purpose.

All three parts of the unrelated business income test must be met before you have to classify your income as unrelated business income.

All three parts of the unrelated business income test must be met before you have to classify your income as unrelated business income.

Trade or Business

A trade or business includes any activity carried on for the production of income from the performance of services or the sale of goods. This description has been broadly defined. Most types of income producing activities will be a trade or business.

Excluded from being a trade or business are activities which are not being operated in a commercially profitable manner – for example, a book publisher that published books based on their artistic merit and not on their profitability. Activities that encourage people to donate, rather than to give money in exchange for something of value, are not income producing and therefore are not a trade or business – for example, a solicitation campaign by mail.

Regularly Carried On

Your trade or business is not subject to unrelated business income tax unless it is regularly carried on. In determining whether your trade activity is regularly carried on, the IRS will generally compare the way you conduct your activity to the way a commercial business carries on similar activities. The IRS will look at the frequency and continuity with which the activities are conducted and the manner in which they are pursued.

If the activity is the kind normally conducted by commercial businesses on a year-round basis, and you conduct the activity for a few weeks, then this would not be construed to be regularly carried on. For example, if you sponsor an arts and crafts sale once a year for a week in December, your income should not be taxable. However, the conduct of a year-round business one day a week would constitute the regular conduct of business. An example would be if you sold books year round and were open only on Saturdays. If your activities are the

type that commercially are only conducted seasonally (e.g., the sale of Christmas wreaths), then you are regularly conducting business if you engage in that activity during a significant portion of the season.

If the activity is the kind that is normally carried on intermittently by commercial organizations (for example, the publication of advertising at a play), the IRS will compare the manner that you conduct the activity with the way that commercial groups conduct the activity. If you conduct the activity without the competitive and promotional efforts typical of commercial endeavors, the activity will not be considered to be regularly carried on. Similarly, where you engage in the incidental sale of goods (for example, refreshments sold at a workshop), this activity is not treated as a regular business.

Substantially Related to Exempt Purpose

It is a common misunderstanding to think that a business activity designed solely to raise money for your exempt activities is substantially related to your exempt purpose and is therefore not an unrelated trade or business simply because the funds will be used for exempt purposes. This misunderstanding comes from confusing what is essential with what is substantially related. Having money is usually essential to carrying on exempt activities. But the method of raising that money is not *necessarily* substantially related to the exempt purposes of the group. Consequently, the need for funds to realize your mission does not constitute an exempt purpose or make fund-generating business activity exempt from unrelated business income tax.

It is a common misunderstanding to think that a business activity designed solely to raise money for its exempt activities is substantially related to its exempt purpose, and is therefore not an unrelated trade or business.

For an activity to be substantially related, there must be a substantial causal relationship between the activity and the accomplishing of the exempt purpose. The causal relationship must be an important contribution to the achievement of those purposes. This test basically requires a comparison between the group's program for accomplishing its purposes, and the purpose of the income producing activity in question.

> *Example:* A charitable organization that seeks to improve the lives of the poor in a village in Nigeria and to support Nigerian culture may sell artwork produced by artists in the village. The proceeds from the sales are substantially related to the charity's exempt purposes and are not UBI. However, a soccer club that regularly

sells Nigerian artwork to raise proceeds for its programs generates UBI.

Mixed Activities

In determining whether your fee-generating activities contribute importantly to the accomplishment of your exempt purpose, the IRS considers the size and extent of your activities in relation to the purpose they are supposed to serve. If your activities relate in part to your exempt purpose but are performed on a larger scale than necessary, the income attributable to that portion of the activities in excess of your exempt needs is unrelated income. Similarly, if you have unrelated income mixed in with related income, you must separate that out and count it as unrelated.

> *Example*: A museum has a theater auditorium which is used for showing educational films in connection with its program of public education in the arts and sciences. The theater is an important part of museum activities and is operated continuously during the hours the museum is open to the public. Income from admissions would be considered income from related activity, not unrelated business income. However, if the organization were to operate the theater as an ordinary motion picture theater showing commercially made films for public entertainment during the evening hours when the museum was closed, income from that operation would be from an unrelated trade or business.

Advertising

The area of advertising has come under increased IRS scrutiny. The IRS is concerned with both the sale of commercial advertising space in tax-exempt publications, with events sponsored by profit corporations and with income generated by websites.

Sale of Advertising

Many organizations publish papers or periodicals that contain advertisements. In the area of ad generated income, you must first decide if your advertising income is from an unrelated business. In some rare cases, ad money can be considered related business income. This occurs where the ads themselves *further an exempt purpose. For example, an AIDS related periodical that published only ads related to the latest medical advances in combatting AIDS with* the intention of educating its readers might be exempt. However, an exempt medical organization that publishes medical ads for the purpose of generating additional revenue has unrelated business income.

Recall also that even if the advertising is unrelated to your exempt payroll, it must be a business that is regularly carried on in order to be taxable. If your money comes from ads in your annual fundraising concert program and you are involved for a fairly short time in putting together the ads, the income is not taxable.

If your ad income is unrelated business income, the IRS has developed special rules for calculating how you are taxed on this income. IRS Publication 598, *Tax on Unrelated Business Income of Exempt Organizations* explains how these rules work.

Corporate Sponsorships

Businesses frequently sponsor nonprofit events or organizations in exchange for an acknowledgment by the exempt organization of the business's sponsorship. The IRS may classify the money you receive from the business as a contribution that you acknowledge by naming the sponsor or as advertising income that you receive in return for publicizing the sponsor. Obviously, your organization would prefer that the money be characterized as a contribution on which you pay no taxes. The IRS has developed a series of rules spelling out what you must do to call this payment a contribution. If the sponsor gets no substantial benefit from the event (other than an incidental acknowledgment of the sponsorship), the payment is a donation and is not unrelated business income. You are allowed to promote your sponsor in limited but important ways. You can display the sponsor's logos and slogans as long as there are no comparative or qualitative descriptions. You can list the sponsor's locations and phone number and offer a value-neutral description of the sponsor and the sponsor's brand names, trade names, and listings. You may list your sponsors on your website and include the sponsor's address and a hyperlink to their website. The sponsor can condition its payment on the occurrence of the event; that is, if it does not occur, the sponsor does not have to pay. The sponsor can also distribute its product at the event, as long as it does not engage in the conduct described below that constitutes advertising. These are acknowledgments and are not unrelated business income.

Donations by a profit corporation to your fundraising events or other activities that the profit corporation sponsors may also be classified as advertising income, reportable as unrelated business income.

Messages that contain any of the following elements are advertisements and generate unrelated business income: qualitative or comparative language ("We have the best shoes in town."); price information, value, or savings ("10% off on Fridays."); an endorsement ("Our nonprofit believes these shoes are the best");

an inducement to acquire the sponsor's product ("Shop with Big Corp and get a free watch."). If the amount of the sponsor's payment is contingent on factors like the number of people attending the event or ratings on television or the radio, then the income is advertising. Corporate sponsorships that appear in any of your regularly published periodicals are generally advertising income.

If the sponsor receives a substantial return benefit, part or all of the sponsorship payment becomes unrelated business income. Such benefits include advertisements, exclusive provider arrangements, goods, facilities, services, privileges, and the right to use an intangible asset (for example, your mailing list). If the value of these benefits is more than 2% of the sponsor's payment, then the entire fair market value of these benefits is a substantial benefit. Only the portion of the sponsorship payment that exceeds the value of these benefits is a qualified sponsorship payment.

You should consult a lawyer if you have corporate sponsorship of events of a significant size.

Payments for Website Links

If you receive payments to link your website to another nonprofit or for-profit organization, that payment may constitute advertisement income unless you make the linkage to accomplish part of your exempt purpose. The IRS may also treat your income as a corporate sponsorship acknowledgment or a royalty. *You need professional advice on this.*

Examples of Unrelated Business Income

You might generate unrelated business income by providing services or goods. The best way to understand whether activities generate unrelated business income is through examples.

Services

> *Example*: An organization operating to combat racial discrimination presents an annual conference with workshops for organizations, governmental entities and businesses interested in eliminating racism. The fees received for the conference are related to the organization's exempt purpose. These fees are not unrelated business income.

Sales of Goods

Where the Exempt Activity Itself Produces the Product

Sometimes an exempt activity produces a product. If that product is sold in its original state, the income produced is not from an unrelated business. But if the product is exploited beyond what is necessary to prepare it for sale, then the income would probably be from an unrelated business.

> *Example*: An exempt vocational education program maintains a dairy herd to provide students with educational experiences related to dairy herd management. The sale of milk and cream produced by the herd would not be income from an unrelated business because milk is an inevitable by-product of maintaining a dairy herd. But if the organization used the milk and cream in the further manufacture of cheese, ice cream, etc., the sale of those products would be from an unrelated business, unless the manufacturing activities themselves contribute importantly to the accomplishment of the exempt purposes of the organization.

Other Sales of Goods

> *Example*: An art museum's gift shop sales of watches and souvenirs are unrelated business income, because the primary purpose of the items is ornamental or utilitarian. However, the sales of reproductions of artwork and books about artists are not unrelated business income because they are chiefly educational and enhance visitor awareness of art and culture.

> *Example*: An exempt organization publishes an educational magazine which furthers its educational purposes. It also sells commercial advertising space in the magazine; the latter income is derived from an unrelated business activity. In contrast, selling subscriptions to the magazine generates income which is related to the organization's exempt educational purposes.

> *Example*: An exempt organization which trains children in the performing arts (singing, dancing, acting) presents performances by students and receives income from the sale of tickets to the performances. The students' participation in the performances is an essential part of their training. Since the income is produced from activities which contribute importantly to the accomplishment of the organization's exempt purpose, it is not income from an unrelated trade or business. If the performance included a program that

contained advertising, the advertising income would not be unrelated business income because it did not result from conduct regularly carried on.

Example: A Cherokee community center that works to preserve Cherokee culture rents out its auditorium on a regular basis to a Cherokee dance group in order to promote Cherokee culture. The rentals received are related to the group's exempt purpose.

Exceptions to the Unrelated Business Income Rules

There are a number of exceptions to the rules defining unrelated business income. The more significant ones are listed below. In each of these cases Congress has excluded the income from what seems like unrelated trade or business from taxation:

- A trade or business where substantially all the work in running the business is done by volunteers; for example, an exempt organization that operates a retail store run by volunteers.

- A trade or business which consists of selling merchandise which has been donated to the organization; for example, a thrift shop operated by an exempt organization with donated clothes, books, furniture, etc., which are sold to the public.

- A trade or business which is operated primarily for the convenience of the organization's members, students, patients, officers or employees; for example, a college laundry operated by the college for laundering dormitory linens and students' clothing.

- Bingo, if operated in states in which only nonprofit organizations may operate such groups. Oregon is such a state.

- Distribution of low cost articles and member lists. This exception applies to §501(c)(3) organizations (except public safety groups) and a few other exempt organizations to whom contributions are deductible. Your organization can distribute low-cost articles as part of certain solicitation campaigns and you can rent or sell your mailing list.

- Certain conventions and trade shows, by §501(c)(3), (c)(4), (c)(5), and (c)(6) groups.

In addition, income from the following is specifically excluded from unrelated business income:

- dividends
- interest
- some rental income (unless it is debt-financed) and
- royalties (in most cases)

There are also exceptions to the above exclusions for debt-financed property and income from controlled corporations and various other special rules. Throughout the 1990's, the IRS disputed whether items like income from the sale of mailing lists (by non-§501(c)(3) groups) and income from affinity cards (credit cards promoted by your nonprofit) were royalties. The IRS took the position that they were not royalties and thus were taxable. Recent court cases appear to have settled this issue, allowing mailing list sales and affinity card income to avoid classification as unrelated business income. These rules are complicated. If you think they may apply to you, read the free IRS Publication 598 "Tax on Unrelated Business Income of Exempt Organizations" or talk to a professional for more information.

How to Calculate and Pay the Unrelated Business Income Tax

If you have determined that some part of your organization's activities fall within the IRS definition of unrelated business income, you may have to file an additional annual return with the IRS, Form 990T. Organizations with gross annual business income of $1,000 or more must file the 990T! However, the IRS assesses the unrelated business income tax only if the net income from unrelated business activities is greater than $1,000. For example, if you have paid staff operating a gift shop, you would compute net unrelated business income by subtracting all the expenses of operating the shop from the income the shop brings in. You are only taxed on the net income from unrelated business activity.

In computing the expenses which can be attributed to the unrelated business income activity, you are permitted to consider both direct and indirect costs. Direct costs such as salaries and commissions, long distance phone calls, and expenses incurred to buy needed materials paid in connection with the unrelated activity are clearly deductible. Indirect costs may include a proration of the organization's total cost for rent, phone service, utilities, etc.

For organizations generating significant amounts of unrelated business income revenue, good recordkeeping is essential for costs incurred for both the exempt and the unrelated business income activity. You will have to be able to

prove to the IRS that your allocation of shared costs has a reasonable basis. It's important to record all the costs of unrelated business income activity because these costs will reduce the unrelated business income net income, and consequently reduce the tax you must pay. IRS Publication 598 "Tax on Unrelated Business Income of Exempt Organizations" is essential reading, preferably before you begin your unrelated business income activity, and definitely before you file either your 990 or your 990T. The Unrelated Business Income Tax Return (990T) is due the 15th day of the 5th month after the close of the fiscal year (November 15th for June 30th fiscal year organizations; May 15th for December 31st calendar year organizations), the same deadline as for the 990. The filing of the 990T is required in addition to the filing of the 990, not as a substitute.

For organizations generating significant amounts of unrelated business income revenue, good recordkeeping is essential for costs incurred for both the exempt and the unrelated business income activity.

If you must pay unrelated business income tax, you must make estimated tax payments in the same manner as profit corporations. Contact the IRS or your accountant for the proper forms and time deadlines for your group.

When Does Unrelated Business Income Threaten Your Tax Exemption?

If your organization engages in too much unrelated business activity, the IRS can deny your exemption or revoke your exempt status. The question of how much unrelated business income activity an exempt organization can conduct without threatening its tax-exempt status is difficult to answer. The IRS considers that an organization whose unrelated business activities are "more than an insubstantial part" of the organization's activities is not exempt. In determining when your unrelated business activities become substantial, you should consider what percentage of your income is attributable to unrelated business income, how much of your organization's time is spent on your UBI activities, whether and how much your UBI activities have influenced the composition of your Board, how much volunteer energy goes into your organization's exempt mission that may not show up on your books, and how your UBI activities affect the public perception of your organization. The IRS seems to consider factors other than the percentage of income that an exempt organization realizes from its unrelated business. For example, occasionally groups that make 50% of their income from unrelated business activities have been granted an exemption. Although the regulations are uncertain, this does not have to close off the possibility of participating in successful business ventures. It just requires careful planning and good professional advice.

Payment Schedule

Date	Interest Rate	4C's Payment	City Payment	Principal	Interest	Principal Balance
						1,600,000
Dec 15-05		**10,000**	50,000	50,000		1,550,000
1-Apr-06	0	**10,000**	80,000	80,000		1,470,000
1-Oct-06	0	**10,000**	80,000	80,000		1,390,000
1-Apr-07	0	**10,000**	80,000	80,000		1,310,000
1-Oct-07	3.00%	**19,650**	99,650	79,946	19,704	1,230,054
1-Apr-08	3.00%	**18,450**	98,451	80,051	18,400	1,150,003
1-Oct-08	3.00%	**17,250**	97,252	79,955	17,297	1,070,048
1-Apr-09	3.00%	**16,050**	121,052	105,045	16,007	965,003
1-Oct-09	5.00%	**24,125**	129,128	104,937	24,191	860,066
1-Apr-10	5.00%	**21,500**	131,504	110,061	21,443	750,005
1-Oct-10	5.00%	**130,000**	240,000	221,199	18,801	528,806
1-Apr-11	5.00%	**130,000**	170,000	156,816	13,184	371,990
1-Oct-11	5.00%	**130,000**	130,000	120,675	9,325	251,315
1-Apr-12	5.00%	**130,000**	130,000	123,734	6,266	127,581
1-Oct-12	5.00%	**130,738**	130,779	127,581	3,198	-
Totals		**807,763**	1,767,816	1,600,000	167,816	

Exhibit D
Lease Agreement
11-22-05

Exhibit "D"
Agreement For Lease Of Delake School
Lincoln City/4C's

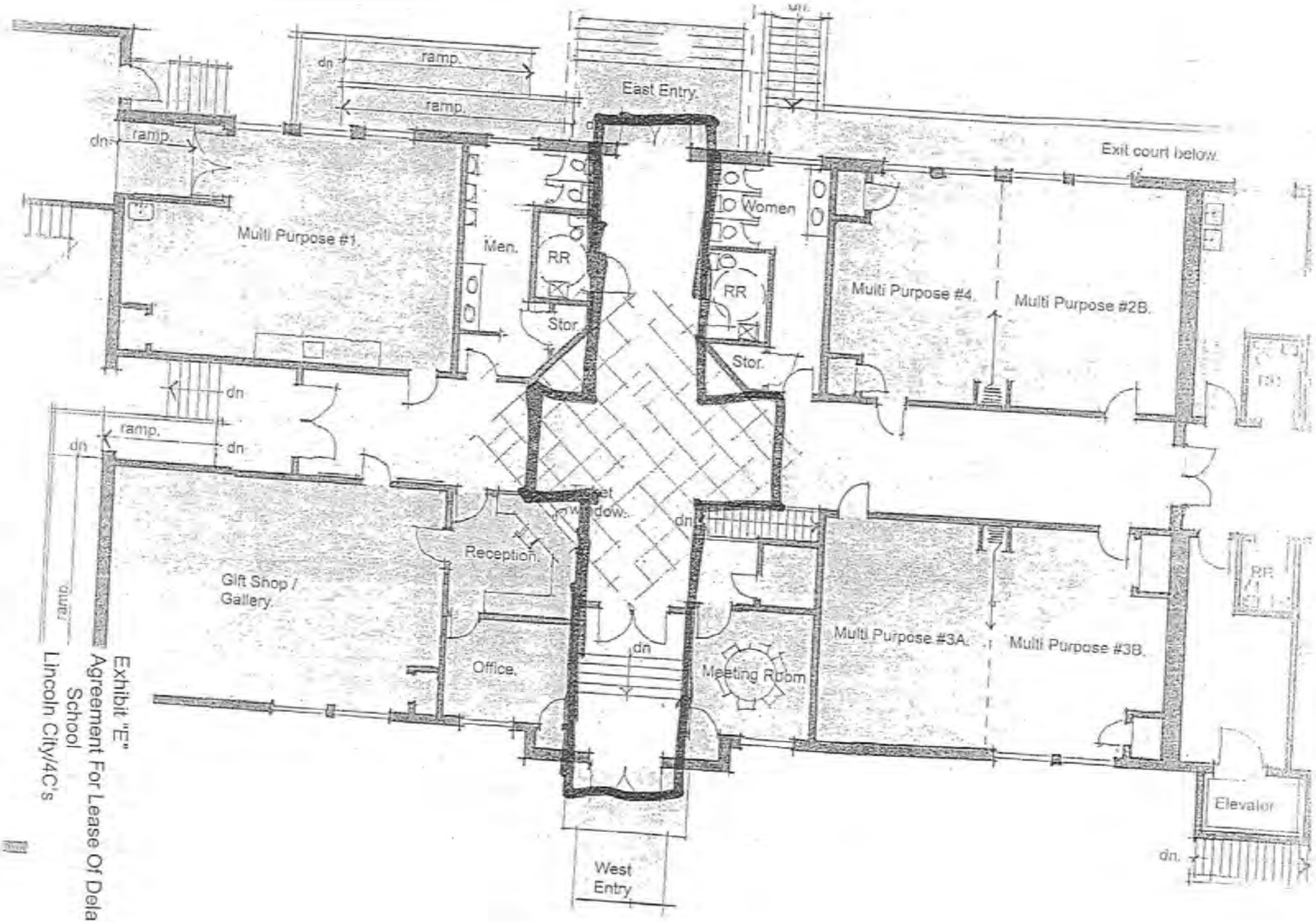


Exhibit "E"
Agreement For Lease Of Delake School
Lincoln City/4C's

G2 ASSOCIATES INC. 503-292-7939
GEOLOGY • SOILS • ENVIRONMENTAL • DEVELOPMENT

September 30, 2005

RECEIVED
OCT 05 2005

Mr. David A. Hawker, City Manager
City of Lincoln City
PO Box 50
Lincoln City, Oregon 97367-0050

RE: Level One Environmental Assessment and Information Review
Proposed Acquisition of The Delake School Property
Highway 101 and Sixth Drive
540 NE Highway 101
Lincoln City, Oregon

Dear Mr. Hawker:

Pursuant to your request, under Purchase Order No. 7312, dated August 24, 2005, we have performed a Level One Assessment of the subject property that the city is purchasing from the Lincoln County School District. In keeping with our standards of practice, this project was commenced immediately with the very able assistance of your offices and Delane Engelstad. Her assistance permitted us quick access and review of historical documents and information related to cleanups and testing conducted on this facility over the past several years. Our site inspection and walk-through was conducted on September 8, 2005 with the assistance of Val Moore the facility/day care site manager and Mr. Rich Belloni, Director of Business and Support Services for the school district. We have also conducted a walk around the property boundaries on our own to view the grounds and the surrounding lands and topography.

The information forwarded to this office and reviewed by staff included: (1) a series of reports regarding the 2003 AHERA asbestos analysis, and supportive laboratory work, (2) the AHERA six-month regular review of conditions to assure that the maintenance of surface and control of sealed ACM materials and painted surfaces remained intact, (3) the August, 2003 report following the AHERA three year re-inspection process, and lastly, (4) the November 22, 2004 heating oil decommissioning report filed by Statewide Environmental Services of Newport, Oregon. As is the case with many of our own projects we typically pull information from local sites we also may have on file for a review of any overlapping facts. This is true here as well since we have conducted previous reports for the Lincoln City Parks and Recreation Department (Ron Ploger) and have assisted in several private development projects in the area. The last document received at this office during the research process was a copy of a report by Mr. Andy

Exhibit "F"
Agreement For Lease Of Delake School
Lincoln City/4C's

Stricker, PE, regarding the change over of the building use from a school/day care facility to your community and cultural center (4 Cs) uses. We have dealt with Mr. Stricker or his work in the past and are pleased to work with him on this project.

This report is structured to address those matters this firm views as relevant to the city's acceptance of this land and structure addition into their inventory, and any perceivable or potential risks extending from that ownership. All judgments and opinions are based on observations made during the site inspection, review of information provided to this office, and review of files and research information in the possession of this firm pertaining to the project area. No invasive testing of soil, water or air mediums was performed or requested within the scope of this project. Specific testing is considered to be a Level Two task and is focused on concerns, which might arise from the Level One analysis or from suspicions reported by members of the public. Following is a report of our observations, findings and opinions regarding the subject property.

PROPERTY DESCRIPTION AND SETTING

The subject property is a small acreage property hosting what was a former grade school. It is located on the eastern side of Highway 101 and the southern side of Sixth Drive at a light controlled intersection. The property to the immediate south is a service office and dispatch location for the local power company support crews with whom the main parking lot is shared. The "D" River lies just a short distance to the south, flowing west to the ocean. While the entire school yard is security fenced and level to the naked eye, the ground behind and to the east of this site falls eastward into southerly draining native topographic terrain. Photographs of the site and structure have been copied and enclosed within each report copy produced for your reference needs.

The school building was well-described and analyzed by Andy Stricker in his report and the subsequent May 2, 2005 report produced by The Building Department, LLC, a private consultant firm which supports many of the small communities throughout Oregon on a contract basis. It is our opinion that you carefully review his comments regarding seismic retrofitting needs for this building while making your decisions prior to any purchase.

BUILDING HISTORY

As most of the readers know, the original Delake School structure was built circa 1929, with several subsequent additions and remodel efforts. The entire structure exterior is shown in the enclosed color photographs for your review.

As was common with many public structures, this building was originally provided with quantities of asbestos contained materials or ACMs in the form of reinforced floor tile

(12-inch variety), ceiling tile reinforced and used as insulation or for sound deadening covers, boiler/furnace insulation liners and steam pipe insulators to maintain heat continuity and to protect personnel from burn accidents. The 2004 documents provided and reviewed during this project reveal that for several years, this structure has been under scrutiny and cleanup. The documents also indicate that the school district has been conducting a steady ACM removal and/or, encasement and monitoring program in keeping with the AHERA standards. This program is the industry standard for such situations and should be continued without fail if the city decides to purchase this property. We point out that some ACM materials do remain in various portions of the building but have allegedly been identified by the contractor and were encased to prevent the release of friable asbestos particulates to the air. We point out that none of the reports viewed contained any maps showing the distribution of the remaining materials of concern or the actual test locations where the samples were obtained. The management of such materials should in our experience, include the mapping of those locales by floor, room location, position on the floor or ceiling, etc., as needed for reasons of specificity. In this manner, ACM sites would not be overlooked or money wasted working over an area more than once. It is most important that you as the potential buyer know these locations where ACM materials exist and the relative cost for the total removal and disposal, plus the testing of air for the prescribed period following the completion of that work.

NEARBY AND ADJACENT LAND USES

In general terms, the site is a part of an active city environment positioned on the heaviest traveled thoroughfare in Lincoln City. Land to the east exhibits much more topography and remains forested over most sloped areas. The forested areas are typically residential in use, while the entire community uses the lake for recreational purposes. Businesses both north and south of this site include a variety of commercial, restaurant, retail and tourism support needs. Sources of external contamination such as gasoline stations lay at a great distance from this property and are not seen as serious threats to this property based on current information. Localized use of fuel storage tanks continues today but much of that activity has shifted back to vehicle-mounted tanks for construction servicing, etc. General tourist service stations lie primarily in the extreme northern end of this town at this time.

Historically speaking, no other commercial or industrial uses of this land have been revealed which have drawn concern for this property.

SOILS AND GEOLOGY

This environment is the result of the combined forces of fluvial (river) deposition from the land, oceanic wave activities during storm cycles and the combined effects of the alongshore (littoral) sediment transport sand. The sand load has formed the bar thus entrapping the seaward drainages, and forming the present day conditions. Tectonic activities have structurally uplifted the beach bluffs in many sections of the coast exposing older geologic units such as the Astoria Formation sandstone. Most headlands along this coast are contrived from submarine volcanic rock effused onto the ocean floor many millions of years ago and later uplifted via the same tectonic activities.

The Soil Conservation Service mapping identifies localized soil units in the lower elevations as being 12A Coquille silt loam, resulting from the seaward flow of land sediments, and the effects of oceanic reworking. Typically, the dune sands and bay sediments are locally found to rest on elevated Quaternary age marine terrace deposits of dune sand (at higher elevations), and clays and silt strata at lower elevations attributed to the Tertiary age Nestucca Formation, and regionally, on some volcanic formations of Miocene and younger age. The strata within the Nestucca formation are comprised of late Eocene age siltstone and sandstone layers, which can also be seen during winter months at key local locations, extending from beneath the beach sand on the ocean front. These units appear to be weathered well in this area although they are not actually exposed within the site. This unit exhibits smooth surfaces but is not apparently attributing to any known local slope instabilities. The SCS now known as the Natural Resource Conservation Service (or NRCS), soil classification mapping delineates the unit aerial distribution for an area such as Lincoln County and that information is included in this report by its reference although not physically copied and attached hereunto. All relevant aspects of that report and other public and private geologic literature is also referenced, have not been presented and recopied here, but are considered a part of this report as well by mention of inclusion.

GROUNDWATER ACTIVITY

Locally, rainfall hits higher ground to the north, entering the nearby streams and lake, becoming a part of the bay groundwater system, and thereby affecting water levels over the immediate area. The subject parcel receives runoff directed to street storm drains or to run south over land owned by the power company or others.

The City "Environmental Quality Overlay Map" provided for our review on a previous contract indicates that a 100-year flood contour does grace the land one block or more to the south, but misses this property. Based on current observations and knowledge about this site, we find no real concerns for the short-term effects of potential periodic flooding

based on site elevations. These comments are based on observations and accounts focused around elevations and historical references and file photographs of the subject area. The FIRM or Flood Insurance Rate Map for the City of Lincoln City, Oregon, defines the site as lying clearly above the Zone AE (elevation 10).

PROPOSED PROPERTY USES

This property was constructed circa 1929 as a public school and has been used since then for similar purposes, public or private. We are advised that this acquisition will be in use under potentially multiple uses including the 4Cs or other community based uses as a public performance center, etc. At this time, you have not indicated that any alterations of the physical structure will follow in the near future.

CONCLUSIONS AND RECOMMENDATIONS

Based on previous experience in the project vicinity and the results of our investigation during this project, we offer the following principal comments for your consideration.

1. G2 Associates, Inc. has conducted a search of multiple public files, reports by others and those in possession of this firm from previous projects looking for indicators of potential past environmental hazards in the project vicinity. Those files included, but were not limited to: CERCLA, RCRA, the Oregon DEQ-LUST manifests and other directories, tax information, deeds, and public information sources deemed relevant to this project, and the information freely provided by the City of Lincoln City and the Lincoln County School District offices.

2. Review of the State DEQ-LUST, RCRA and CERCLA lists verifies that local businesses (at some distance west of this site) do utilize underground fuel storage tanks in the performance of their normal operations. No leaking tank sites or spills of record other than those addressed within this report were found which are interpreted as posing a threat to this property. There was a heating oil tank previously decommissioned from the east side of this building (2004), by Mr. Wayne Riggs, with no contamination detected. The nearest fuel stations in this area are now subject to the most stringent environmental standards as imposed by the DEQ. The closest station lies one mile or more to the north of this property on Highway 101.

3. We noted no negative environmental history for the nearest tank site, for which we hold concerns. All other stations lie at much greater distance from this site and are positioned hydrologically down gradient draining away from this vicinity. This relationship affords a high degree of theoretical protection to this property by virtue of the dynamics and direction of local groundwater flow in the area. We understand that

most homes in the project vicinity currently use natural gas or electricity for heating and that oil tanks are not common due to the saline groundwater and high groundwater issues which dominate over this area.

3. It is important to note that residential heating tanks are exempt from DEQ registration. The only records of their existence occur if and when spills or releases from underground vessels contaminate soil or groundwater and require cleanup efforts. We have found no records to date indicating leaking heating oil tanks on adjacent properties, which might incur damage to the subject land. This assessment includes consideration for soil types, topographic gradients, and a lack of historical releases in the area, the general hydrological characteristics of local soils and groundwater trends, and the general landforms.

4. **RCRA.** Research of the federal RCRA sites in this region revealed that only a handful of fully regulated waste generator businesses are known locally. These are businesses using potentially hazardous chemicals other than hydrocarbon fuels in their day-to-day business operations. We point out that these are usually commercial or industrial concerns and that their listing is a basic requirement by law. Their citation on public records is not a declaration or suspicion of contaminant releases or other negative aspersion, but is merely an acknowledgment in public records of the presence of such activities. We find no current reason for concern over this matter based on the knowledge of said operations, nor does this provide substantiation to recommend further investigation at this time, other than those comments contained herein regarding the need for pursuit of the asbestos contained materials or ACM sources.

5. **CERCLA.** No such federal cleanup sites are identified within the one-half mile radius around this property. We do not anticipate further action is necessary at this time based on current knowledge and information available through public records.

6. **CHEMICALS.** No evidence was noted on the site foliage to suggest the lingering effects of the past use of herbicides, or pesticides, or the uncontrolled spill of said substances on this site. Although this evaluation did not include physical testing of soil and groundwater mediums for chemical contaminants, we have observed no indications of illicit dumping which might lead to concern for this property. No stunted growth was noted on site vegetation, which might indicate concerns for future uses of this land. If concerns were to arise during an assessment, based around past local uses, then a recommendation for field-testing would be made in this report. As a matter of general advice to all clients, we do recommend that they be aware of the current or past uses of heating oil vessels on adjacent properties or signs of uncontrolled dumping into the drainages that enter into this property. Underground

and above ground tanks are often the source for localized soil and groundwater contamination. We remain available for further consultations and to assist with site testing should concerns arise for conditions stemming from suspected nearby releases.

7. **PCBs.** Polychlorinated biphenols (PCBs) were historically used as cooling agents in power transformers for many years, and are linked as carcinogenics in humans. Most transformers today have been replaced or serviced and flushed. The standard procedure has been the systematic reduction of the PCB concentration to a level of 5 PPM or less within a single unit. Since industry practice is for the managing utility company to cleanup their own spills or releases, we see no practical reason to recommend further investigation based on current evidence.

8. **AIR QUALITY.** The Air Quality Division of the Oregon DEQ maintains files on sites throughout the State that have received or requested permits to discharge pollutants to the atmosphere. These files contain information about the specific businesses and the relative concentrations of permitted discharges. No known sources of unmonitored discharges (point sources in this area) have come to our attention during this investigation. Given the evidence, we find no reasoning for recommending further testing or investigation.

9. It is our opinion that the client be aware of the presence of ACM materials and their precise locations within this building. We recommend that the asbestos abatement practices established with the contractor and the school district for this specific property and structure be maintained as previously described.

SUMMARY

The information files and reports reviewed during the course of this analysis, plus our consultations with the client and observations during the site visitation have culminated in a professional opinion. Risks inherent with this acquisition appear to be low from the geotechnical and environmental perspectives. The review of files created by others including governmental agencies is a common practice and a base premise of the Level One Assessment process. We offer no guarantees or warrantees regarding the accuracy of governmental file information or the validity of reports by others. Those documents and interviews are held as a means of determining whether validity seems likely and consistent with other accounts. We have exercised some 30 years of expertise in the disciplines of soils engineering, soil, groundwater, geology, groundwater hydrology and monitoring, environmental testing, chemistry, analysis and remediation and other specializations in the formation of these opinions. It is our professional opinion that the information provided and reviewed, including governmental files and the entire Level

One Assessment process are valuable tools in the creation of an understanding of a property and its setting.

Given the preceding information and caveats to the City of Lincoln City in their consideration, of this purchase and based on the evidence reviewed, we believe that this information supports the acquisition. The formal assessment process remains only a portion of the normal "due diligence" efforts which should be exercised in evaluation of the security of any real property purchase. We trust the client will fulfill a normal, thorough, and complete course of investigative "due diligence" in assessing the project viability and risks prior to the acquisition of the subject land.

It has been a pleasure serving you on this project, and please feel free to contact this office should additional assistance be needed. We shall remain available to further aid in geotechnical and environmentally related support or investigations as needed.

Sincerely,



John H. Gray, CEG 1216
President

Enclosures

05171ea1093005.doc

THE BUILDING DEPARTMENT, LLC

1245 Pearl Street
Eugene, Oregon 97401
Phone (541) 484-9043
1-800-358-8034 OR
Fax (541) 484-6859

May 2, 2005

Richard Townsend
Community Development Director
City of Lincoln City
PO Box 50
Lincoln City, OR 97367

Subject: DeLake School, 540 NE Hwy.101, Lincoln City, OR – W.O. # 3554

At your request I inspected with you and a building official, Jack Applegate, the above elementary school building April 29, 2005. I have reviewed the June 21, 2004 and July 14, 2004 structural evaluation reports performed by Andrew Stricker, P.E.

The current use of the building is a daycare and preschool and was last used, prior to two years ago, as a K-3 elementary school by the Lincoln County School District. You indicated that the city of Lincoln City is proposing to acquire the building for the use of the Coastal Communities Cultural Center (CCCC) as an art and cultural center.

I have reviewed the CCCC plans for converting the DeLake School with the 12 initial work items and the 5 year plan for 14 further upgrade items.

The existing building is a Type V-B (non-fire-resistive) fire sprinklered building with a Group E (education) and A-3 (gymnasium/auditorium). Based on the descriptions provided, I believe the proposed occupant would amount to the same occupancy group with some actual reduction in safety concern by shifting from small children usage to more intermediate and adult occupants. For instance, adult age education (college/community college) is considered a Group B (lower) occupancy.

In reviewing Andy Stricker's report, Lincoln City being north of Otter Rock was in earthquake zone 3 rather than zone 4 under the old building code. The new structural specialty code adopted October 1, 2004 (2003 IBC) utilizes a different method for seismic location and design. Although it would be recommended that additional ties for unreinforced brick masonry and to upgrade structural connections as necessary, such work would not be mandatory except for future additions and substantial remodeling of the building. Such work would require the review and issuance of building permits as would be needed for some items listed in the CCCC current and five year proposed upgrades. You may wish to review the State Department of Geology and Mineral Services (DGM) maps for tsunami inundation (if such extends to the DeLake School site) just for information only. The subject building would be exempt for two reasons; 1) it is existing, 2) it does not meet the threshold criteria of ORS 455.446 (1) a.

As indicated in Andy Stricker's reports, it is our belief that the existing building is in relatively good condition. It consists of one story plus partial basement constructed in about 1929. About the northerly one third of the existing building is constructed over a crawl space. The gymnasium/auditorium was probably added in the 1940's or 1950's. The building is provided with a fire alarm system consisting of manual pull stations, smoke detectors, and heat detectors in appropriate locations. The retrofit fire sprinkler system was probably installed within the past 20 years. The underfloor crawl space was fund to be relatively dry and well ventilated. The attic appeared to be adequately ventilated although we could not access the attic space to confirm the condition or installation of fire sprinklers.

We observed several conditions in the building which are either optional and suggested or requiring more immediate attention with an asterisk (*) indicated on that item as follows:

1. Stairway handrails which do not have returns should have same added at the top end of the rail to reduce the possibility of someone catching a sleeve or clothing on the rail when exiting.
2. The gymnasium handicap ramp has no handrails and should have same on each side with 12" extensions at each end.
3. The auditorium stage has continuous stair steps at the front edge but has no handrails. I suggest installation of same at the right and left angle points near the edge of the stage proscenium opening.
4. We were unsure if the low child's drinking fountain would properly function for the handicapped. It is suggested that a standard height drinking fountain also be provided.
5. We noted the ground floor staff restroom had been modified for handicapped use but the toilet rear grab bar was missing. We noted that the restroom on the opposite side of the corridor could be further modified for handicapped access. The main restrooms should be reviewed for conversion from fixtures for small children to adult sizes.
6. * There are two electric water heaters in the boiler room but only one appeared to be connected to the water system. The pressure relief valve discharge tube was missing and must be extended from the PT with a satisfactory non-hazardous discharge location.
7. We found the boiler and pressure vessel license in the boiler room but it had expired in 2003. A current license may be at the school district offices.
8. The two eastern basement locker/staff/classrooms should be provided with an exit sign at the two east exit doors. These signs could be the flat plastic luminescent non-electric type.
9. If a commercial range is to be reinstalled at the kitchen, it will be necessary to review and/or reactivate the hood exhaust fan and either a fog sprinkler head off the adjacent sprinkler branch installed or a chemical extinguishing system installed.
10. Also, if the institutional/commercial kitchen is reestablished, a grease trap must be installed at the discharge of the triple sink. The current administrator indicated there were problems with the sink and we believe it is the result of improper trap and vent installed at the existing sink.

11. Only one of the two clothes dryers appeared to be vented to the exterior of the building at the boiler room.
12. The boiler pressure relief vent pipe was blowing water vapor back into the boiler room at the light well/louver discharge.
13. The building manager indicated there were times during heavy and or long rain spells that water leaked into the northeast corner of the basement and then drained to the floor drain. We noted that the east basement area well exit floor drains were plugged and water probably backs into the basement.
14. We noted the use of wire reinforced glazing at the north gymnasium which were installed for basketball impact. Since these windows are located high and not subject to human impact, the wire glass could be retained.
15. We noted that the double cross corridor door located at the north end of the corridor entrance into the gymnasium had been removed. We found the two doors stored at the north end of the basement. These doors must be restored along with their closers and magnetic holders connected to the fire alarm system.
16. We noted the wheel chair lift at the west side serves the ground, main, and basement floors. The building manager indicated that the lift does not always function properly.
17. We noted that the inspection log for the fire sprinkler system was up-to-date with the most recent inspection in March of 2005.
18. Because of the size, height, and finishes of the stage area, it should never have flame or pyrotechnic displays.

I hope the above information will provide you with the necessary assistance in the cities consideration to acquire the school building. If you need any additional information or assistance, please do not hesitate to contact me. It is a pleasure to be of service.

Very truly yours,

Michael J. Nolte
Code Consultant
MJN/mm

Cc: Stricker Engineering, FAX: 503-392-3502
Jack Applegate, Building Official, City of Lincoln City

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Stricker Engineering
14500 Old Condor Bridge Road • Cloverdale, Oregon 97112 • 503-392-3112 • Fax 503-392-3502

July 14, 2004

Margaret Juenke
2132 NE Lake Drive
Lincoln City, OR 97367

Subj: Structural Evaluation of the DeLake School, Amendment to Report

Dear Mrs. Juenke:

I have finally reached everyone involved with the DeLake School building and the projects to upgrade and remodel the structure. This includes Tom Correia and Craig Hoffman of Hoffman Construction. I have also been to the storage facility in South Beach. Based on the verbal information that I received plus my review of the files, it is my conclusion that no seismic ties were added to the brick. The major repair to the brick walls was basically the replacement of the west wall and the small masonry ties added are not considered seismic ties.

In spite of the above information, my basic conclusions regarding the building remain unchanged. In particular, as long as the building remains in the same or less (with the building official's agreement) occupancy, then the building can be used without upgrades. This requires continuous occupancy without change, ie no period of time with the building left unoccupied. If at some point in time, if you elect to make additions or changes to the building or do additional building on the site, then the new structure would need to meet the current code at the time of construction and possibly parts of the existing structure would need to be upgraded.

I trust the original report plus this amendment are sufficient for your use. Please contact me if you have further questions or concerns or if you would like me to do any follow-up work on the project.

Best regards,

Andy Stricker
Structural & Civil Engineer

STRUCTURAL
REGISTERED PROFESSIONAL ENGINEER
12908
OREGON
MAY 23, 1986
ANDREW WALTER STRICKER
EXP. 6/30/06

Stricker Engineering
14500 Old Condor Bridge Road • Cloverdale, Oregon 97112 • 503-392-3112 • Fax 503 392-3502

June 21, 2004 Faxed & Mailed 3 Pages

Margaret Juenke
2132 NE Lake Drive
Lincoln City, OR 97367

Subj: Delake Elementary School
540 NE Highway 101
Lincoln City, OR 97367

Dear Margaret:

This letter will serve as the first part of my report on the structural condition of the existing Delake Elementary School Building. I have spoken with Tom Correia about the upgrades to the building. As yet, I have not seen the documentation for the seismic ties for the bricks or any other upgrades, so I will defer that aspect of the report until later. The general comments concerning the condition of the building follow.

Commentary:

I have made two site visits to the school to get an idea as to the structural condition of the building. It is a two story structure with the lower story being partially below grade. It is apparent from these visits that the building is in very good shape and that it has been well maintained, particularly considering the age of the building. The upgrades have enhanced its value and also made it more accessible and closer to ADA requirements for a new building. Additional access for the below grade floor has been added, so egress from the lower floor is available without going through the upper floor. Because of the preceeding items, I feel that the best course of action is to continue the existing use of the building. This allows you to occupy the school without making any structural or code compliance changes to the structure. Chapter 34 of the UBC covers this issue and it is clear that as long as the existing use is continued, then the building can be used without making any changes to suit the current code.

The existing building was being used as an elementary school, and presently is used for day care purposes. The occupancy group for this category of use is Group E, Division 1 for educational purposes and Group E, Division 3 for day care purposes. Section 3401 of Chapter 34 of the UBC states that the building may be continued in use as long it is not a danger to life. Section 3403 allows for repairs, additions and alterations as long as the changes comply with the current code. Section 3405 states that any change in use will require the building to be upgraded to suit the current building code. There is an exception to this provision of the code that allows for a change in use as long as the new use is less hazardous based on fire and life safety risk. The E Occupancy category is somewhere in the middle of the code hierarchy for fire and life safety compliance. Thus, with written approval from the building official, the building could be used for another purpose that is

less hazardous than the current use. At this point, I would not count on that approval, since the size, configuration and layout of the school would lend itself to a variety of uses which may or may not be more hazardous than the present educational use. Also, the present use of the building as a day care center is a slight downgrade (Division 3) from the original use (Group 1). In some cases, depending on the interpretation of the building official, this could present a problem for any change in use. However, use as an educational facility should not be a problem. (Note that I could not find any code provisions addressing educational facilities beyond grade 12, high school. For this reason, I am not absolutely certain how college and adult education facilities are treated. However, common sense tells me that buildings that house children would have stricter code requirements than adult educational facilities).

The structure of the school with an all brick facing would be difficult to upgrade to meet current building code requirements. The addition of the brick seismic ties was made prior to the upgrade from Seismic Zone 3 to Seismic Zone 4. Thus, it is likely that additional ties would be required. The existing walls that support the brick would need to be evaluated for their capacity to support the lateral loads from the brick. Based on what I was able to see and the time period that the building was constructed, it is unlikely that the walls have the proper connections and strength to meet the current code requirements. It is possible to correct this. However, it can be very expensive.

The remainder of the framing appears to be in relatively good shape. The basement area retaining walls have no apparent signs of any significant problems. The building has been well maintained, which generally extends the life of basic structural components. With the handicap and accessibility upgrades, such as the ramps and elevator/lift and the fire sprinkler additions, the building should be suitable for continued use. The life of buildings in the coastal environment is generally considered to be around 50 to 100 years. Based on the observable condition of this building, it is apparent that it should reach the upper limit of this range or even longer if periodic maintenance and and upgrade schedules are continued.

Conclusions:

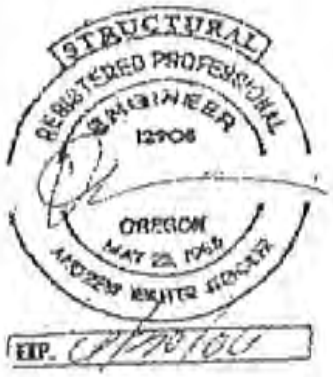
It is my opinion that the building is in acceptable condition for continued use consistent with its present use. If a change in use is anticipated, then the building will need to be re-evaulated for any proposed change. As long as the basic use is for educational purposes, then there are some minor, secondary uses which will be acceptable as long as they do not exceed certain limits. For instance, if a small theater group were to use the stage/auditorium area and it was part of classroom activity, this would probably be acceptable. Mixing other similar and/or complimentary activities with educational occupancies would also be acceptable. The presence of the sprinkler system allows the building official much greater latitude in allowing secondary uses to the primary educational function. In summary, I believe that as long as you are judicious in applying the limitations of the current occupancy, then you can expect the building to function for an extended period of time. Of

course, this would be subject to limitations which could be imposed by a change in code, a building official or other administrative officials who are inflexible in interpretting the codes, substantial upgrades to the structure or a catastrophic event.

I trust that this report is complete enough for your use. I have applied the general principles of my engineering backgound including my technical education, knowledge, experience and general and specific expertise as an engineer. No destructive tests or other physical tests were requested or performed. No other guarantees are expressed or implied. Please contact me if you have any further questions or concerns regarding this building or if you wish to discuss this matter.

Best regards,

Andy Stricker
Structural & Civil Engineer, Certified Building Designer.



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DELAKE ELEMENTARY SCHOOL

540 NE Highway 101, Lincoln City, Oregon

In late May of 2003, Jack Flaig and Howard Smith toured the existing Delake Elementary School (building and site), talked with Val Moore, viewed the existing mechanical and electrical systems, and generally considered potentials, should the facility be acquired or occupied by others.

LOCATION:
Prime exposure to Highway 101, one of the most significant architectural structures in Lincoln County, a probable candidate for historic registration (should there be interest), a well-preserved landmark building, but with the possibility of abandonment and subsequent deterioration.

THE SITE:
Easy access from Highway 101, with a traffic light serving 6th Drive (the north property line) and an uncontrolled secondary entrance driveway on the south. Paved and partially fenced parking, assuming elimination of the playgrounds and modular structures. Ready access to East Devils Lake Park through an improved jogging/walking trail.

EXTERIOR:
A fairly dense grove of existing trees on the NW corner of the property, lawn on the west, blacktop on the south and east. Red/brown brick masonry on all faces, except for the skim-coat cover added on the south (probably for greater protection from the SW wind-driven rains). It is assumed that the brick is un-reinforced due to its age. 3-tab asphalt shingles (in good shape) cover a steeply pitched roof, with only minor flashing rework needed. A freestanding exterior dumbwaiter serves the basement near the SW corner - might be removed if no longer needed.

FIRST FLOOR: Scaled from the District's Facilities and Maintenance drawings – not 100% accurate.

Entrances, Halls, Stairs:	2,063 sf
Classrooms (6):	4,252 sf
Restrooms (4):	570 sf
Office/Support/Storage:	634 sf
Multipurpose Room:	2,488 sf
Stage:	640 sf
TOTAL:	In the range of 10,647 sf net, approx 11,940 sf gross.

BASEMENT: Scaled from the District's Facilities and Maintenance drawings – not 100% accurate.

Halls, Stairs:	535 sf
Classrooms:	1,462 sf
Crafts Room	502 sf
Kitchen/Cafeteria/etc:	1,586 sf
Mechanical Room:	518 sf
Support/Storage:	557 sf
TOTAL:	In the range of 5,160 sf net, approx 5,472 sf gross.

BASIC STRUCTURE:
Concrete basement foundation walls support a brick exterior skin (unknown as to whether or not the brick is of applied veneer or structural – best guess is for structural), wood framing above, with plastered walls and ceilings (acoustical tile spline system added in certain areas), high ceilings above the first floor, low over the basement, roof trusses frame a generous (but not usable) attic, single paned wood framed windows, combination of wood and metal exterior doors.

INTERIOR MATERIALS & TECHNIQUES:
Painted walls with wood base, vinyl asbestos floor tile (some carpeted over the tile), acoustical tile ceilings added in certain areas (bonded to existing plaster), rubber treads and landings in the stairways, wood platform in the raised stage floor, miscellaneous painted trim, display boards, etc added over time.

MECHANICAL:
Central oil-fired boiler (old, but still working) tied to a hot water distribution system, ventilation chiefly from operable windows and minor exhaust ductwork. Old plumbing – out of date fixtures, but serviceable.

ELECTRICAL:
Inadequate for all but the most basic of services – surface-mounted wiremold, J-boxes, etc. Major shortage of electrical outlets. Phone and computer added down the line – all surface mounted.

PROBABLE MODIFICATIONS REQUIRED (if used for other than its original elementary school occupancy):

1. Removal or encapsulation of hazardous materials:
   a. Vinyl asbestos tile and mastic (throughout).
   b. Acoustical tile mastic (probably throughout).
   c. Asbestos insulation (significant amount).
   d. Lead paint (probably on all walls).
2. Response to a Level I Environmental Assessment:
   a. Testing, replacement, or decommissioning of the oil tank(s).
   b. Removal and transport of all contaminated soil to an approved depository, if spillage is found (a high probability, given the age of the system).
3. Compliance with the Americans with Disabilities Act:
   a. Wheelchair access – today's handicapped access route to the first floor via the basement ramp and elevator was a stopgap exercise at best – is currently non-compliant.
   b. Plumbing fixtures (height, location, operation).
   c. Hardware (doors, windows, cabinets, etc).
   d. Heights of work surfaces (percentage only), electrical outlets, etc.
   e. Compliant signage and installation of tactile warning surfaces.
4. Compliance with the State of Oregon Energy Code:
   (possible leniency due to historic exceptions).
   a. Double-glazing of windows.

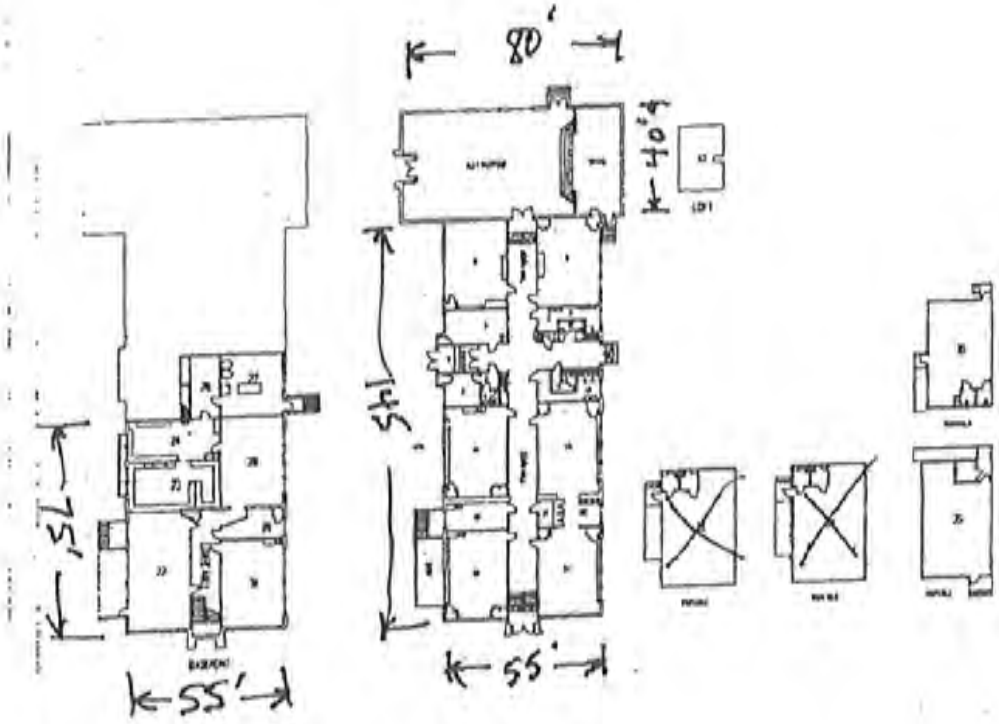
b. Light fixtures (type, bulb/tube options, appropriate foot-candles).
c. Wall/roof insulation upgrading.
d. Mechanical system in general.

5. Seismic Upgrading – Uniform Building Code:
   a. Wall reinforcement (generally handled by internal diagonal bracing behind the un-reinforced masonry).
   b. Stabilization of suspended fixtures and ceiling grids.
   c. Positive tie-down of the structure to the foundation walls.
6. Fire/Smoke Protection:
   a. Upgrading of the existing fire sprinkler system to today's standards.
   b. Review and probable upgrading of the fire/smoke/security alarm system, including its tie to a 24 hour monitoring station.
7. Protection from Tsunami's:
   May not be required, but is being researched due to the property's claimed elevation of only 11'-0" above sea level – will be verified from the State of Oregon's tsunami maps - ordered, not yet received).
8. Classification of Services within:
   Probable classification as an "essential facility" if associated with medical care - would generate additional protection needs. Classification is dependent only on the functions and operations housed within.
9. Verification of existing asphalt paving technique:
   If the paved area east of the building is to be used for parking, confirm that the asphalt thickness and make-up of the sub-grade is adequate to support vehicular traffic in lieu of playground uses only.

While there are undoubtedly other factors – some positive, others not so – the above call-out should aid in determining whether or not further exploration is desired and if so, the functions that might be housed within.

The School District has more accurate square footage information available and has offered to share any and all. If there are questions or should you need additional details, please don't hesitate to call.

s/Howard Smith
Principal, Arch4



Gym 3200
upper 7975
Lower 4125

15,300

NORTH

LINCOLN COUNTY SCHOOL DISTRICT

AD ELEMENTARY

102-000

SCALE

0 5 10 50

FACILITIES AND MAINTENANCE DEPARTMENT

SHEET 1 OF 3

HEATING OIL TANK SERVICE PROVIDER REPORT CERTIFICATION

TO: Oregon Department of Environmental Quality
Underground Storage Tank Program
Heating Oil Tank Services

Date: November 20, 2004

Tank Owners Name: *Lincoln County School District*
Tank Site Address: 540 NE Hwy. 101, Lincoln City, Oregon 97367
Tank Owner Mailing Address: 4587 S Coast Hwy., South Beach, Or 97366

DEQ Cleanup File Number: _____
(no file number for decommissioning projects)

Type of Project:
___ Soil Matrix Cleanup
___ HOT Generic Remedy Cleanup
___ Risk-Based Cleanup with Corrective Action Plan
X Decommissioning (no contamination detected)

Statewide Environmental Services (SES) has performed heating oil tank services at the above property and certifies that the work performed meets the appropriate requirements of OAR 340-122-0205 through 340-122-0360 and OAR Chapter 340, Division 177.

Based on information and belief formed after reasonable inquiry, the heating oil tank services performed under this certification were conducted in compliance with all applicable federal, sate, and local laws.

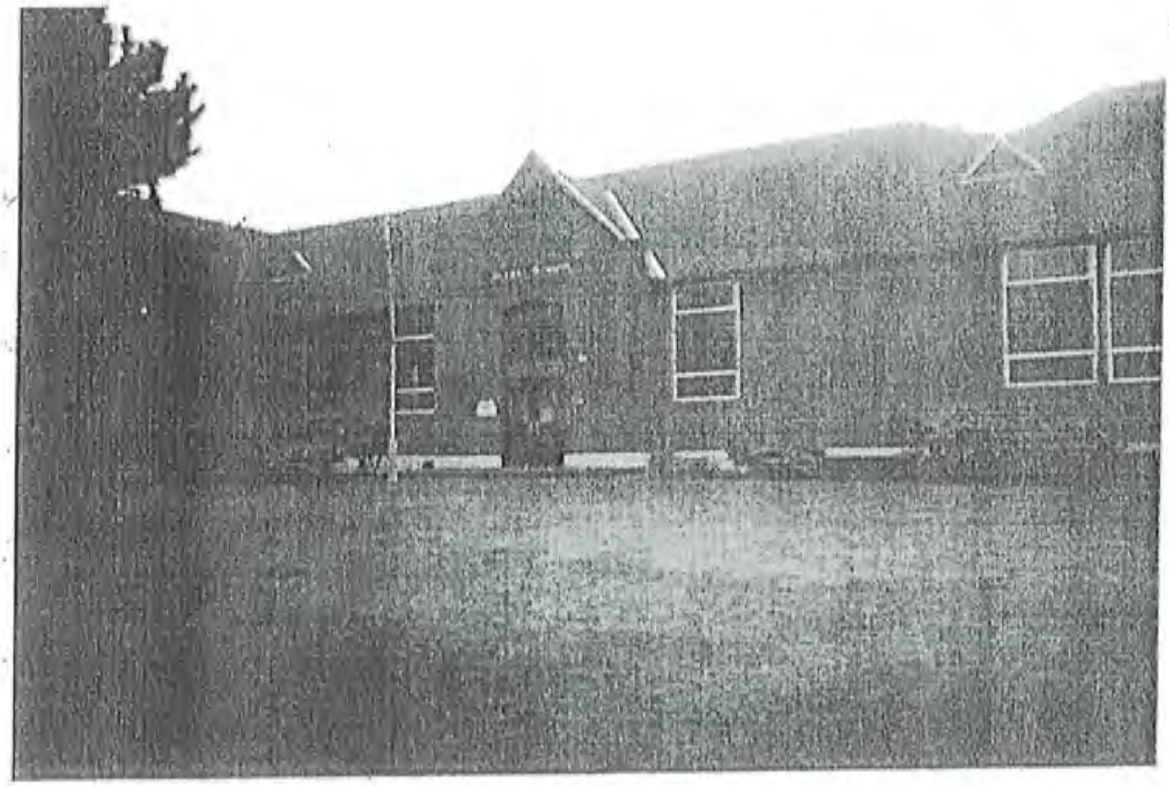
Statewide Environmental Services is currently insured as required by OAR-340-163-0050.

Signed By: Wayne Riggs ***Date:*** November 20, 2004
Wayne Riggs/SES/Owner

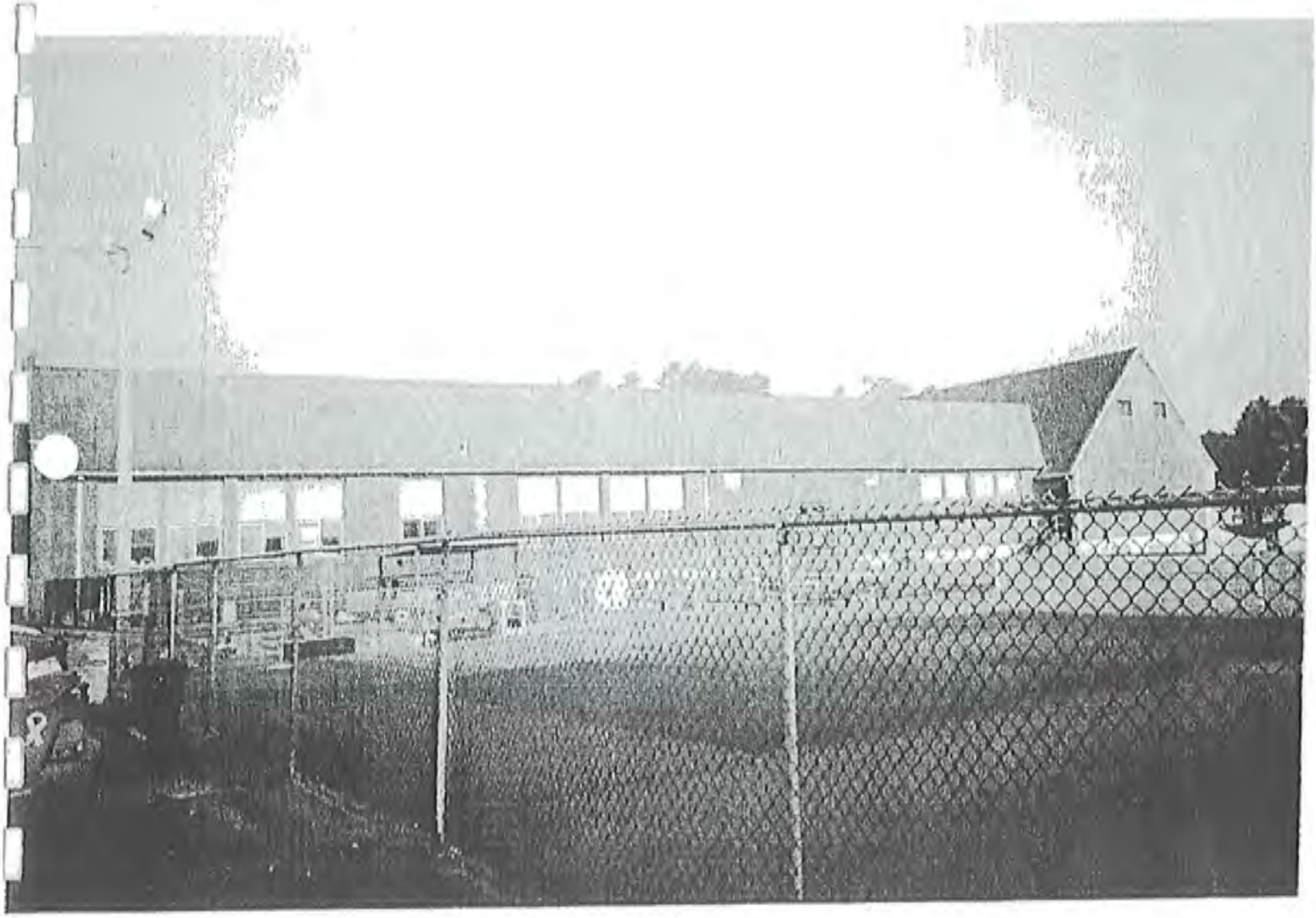
Licensed Service Provider Company Name: Statewide Environmental Services

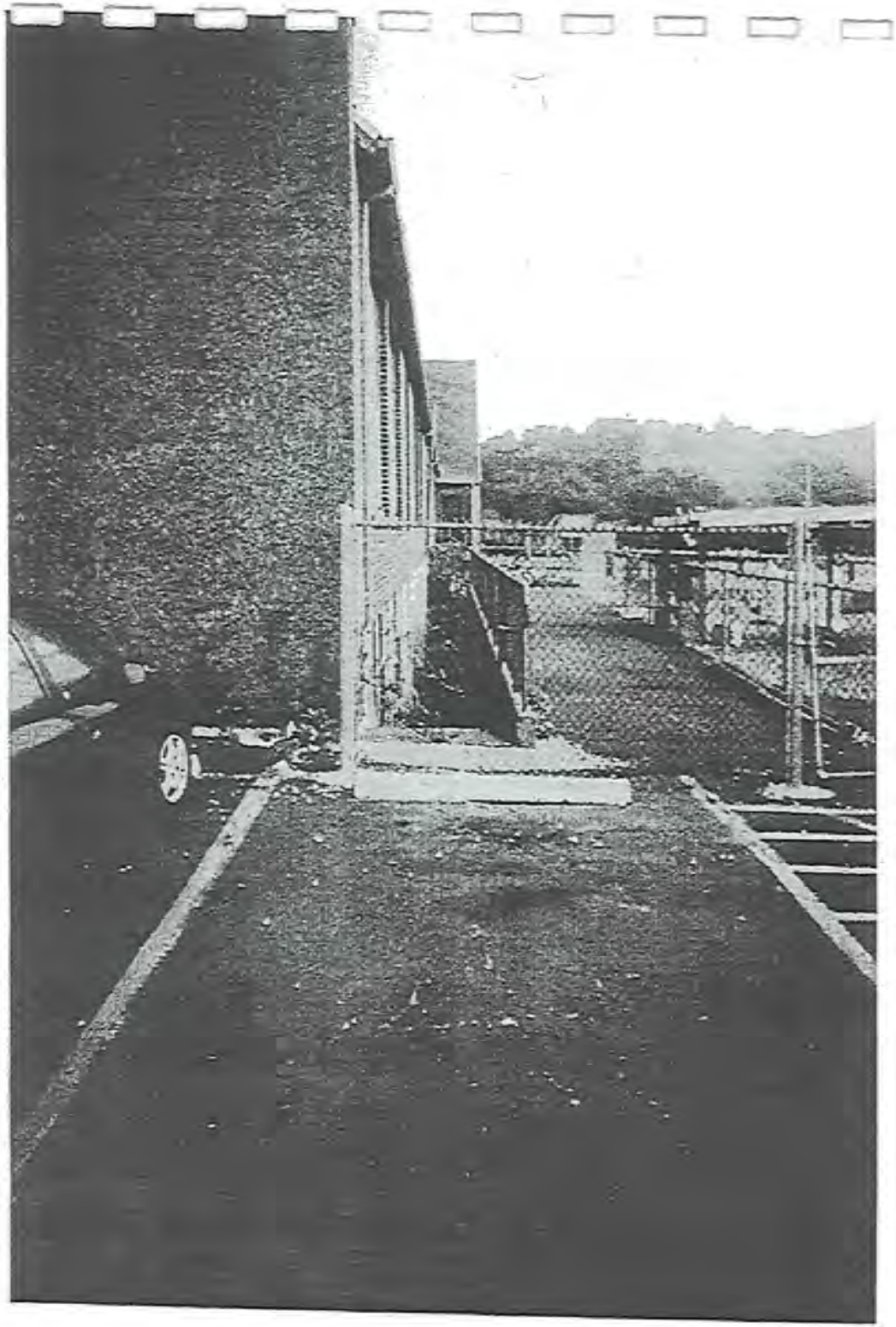
DEQ Service Provider License Number #16494 ***Expiration Date:*** 3.15.05

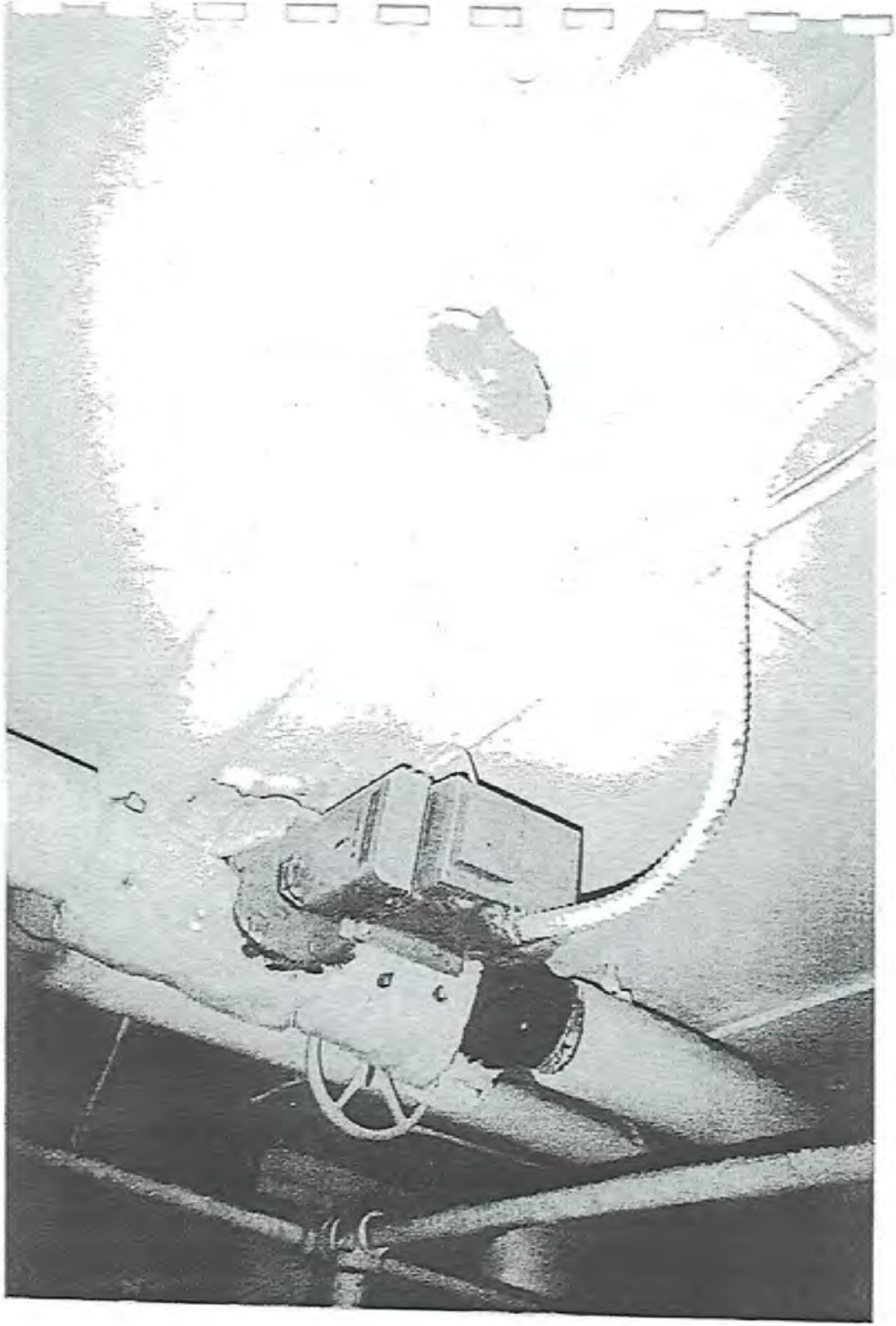
The Following is attached:
X appropriate project technical standard and regulation checklist
X project report signed by licensed supervisor and including all supporting documentation
X project cost summary form
___ $50.00 registration fee (decommissioning only)
___ $125.00 registration fee











RESOLUTION NO. UR2006-01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING A CONTRACT WITH DRAKE & ASSOCIATES FOR ENGINEERING SERVICES RELATED TO DESIGN, ENGINEERING AND CONSTRUCTION SERVICES FOR NW 16TH STREET/NW JETTY AVENUE EXTENSION

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2005-2006 the Agency approved and budgeted for projects relating to the OceanLake Redevelopment Plan,

WHEREAS, the Agency adopted procedures for public contracts including personal and professional services contracts; and

WHEREAS, the contracting agency may negotiate a contract for personal services with any qualified contractor, considering the factors in Resolution No. UR2005-03, Section 2.05.090(H).

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. Staff negotiated a contract for personal services with a qualified contractor for design, engineering and construction services for NW 16th street/NW jetty avenue extension in the Urban Renewal District.
2. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the scope of services, as shown in **Exhibit A** hereto and incorporated by reference herein.
3. The Local Contract Review Board accepts the staff recommendation and approves an award of contract for personal engineering services to Drake and Associates, LLC in the amount of $46,640.00.
4. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 13th day of March, 2006.

Wes Ryan

WES RYAN, CHAIRMAN

ATTEST:

Cathy Steere

CATHY STEERE, City Recorder

Drake & Associates, LLC

11765 SW Walnut St.
Tigard, Oregon 97223
Phone/Fax (503) 524-7799

December 30, 2005

Stephanie Reid, City Engineer
City of Lincoln City
Public Works Department
PO BOX 50
Lincoln City, OR 97367

Subject: *Proposal for Professional Engineering Services*
NW Jetty Ave. Extension (15th to 16th) & NW 16th St. Reconstruction

Dear Stephanie:

This proposal by Drake & Associates, LLC (DA) for assisting the City is based on our initial discussions, preliminary information for Jetty transmitted to DA on 12-17-05 and our expanded conversation with Kurt Olsen, City Urban Renewal Director, on 12-28-05. In general, this effort will provide a NW Jetty Ave. Extension & NW 16th St. Reconstruction roadway design and construction documents as well as provides comprehensive bidding and construction services.

Project Understanding

The City desires to have a local street connect NW 15th St. and NW 16th St. approximately 350 feet west of Hwy. 101. This will be a southerly extension of existing NW Jetty Ave. The design will involve a street length of about 210 LF. The initial City-planned layout identifies a sidewalk on the west side only, two 11' travel lanes, and curb & gutter. Necessary driveway entrances and pedestrian ramps will be located appropriately. Recent discussions suggest that a wider street section with possible on-street parking along one side and a sidewalk along the east side may also be viable with property owner support. The initial plan shows a new storm drainage collection system for proposed Jetty extension at the south intersection and it would be routed westerly along 15th about 200 LF to an existing storm drain. An existing storm drain inlet, at the proposed intersection with 16th, will need to be relocated to be out of the new intersection.

The City also wants to upgrade and reconstruct existing NW 16th St. from its intersection with NW Jetty Ave. easterly to its terminus at the recently constructed plaza stairs near Hwy. 101. This improvement will include approximately 300 LF of street reconstruction. It is envisioned that this street will involve curb & gutter, two travel lanes (11' or 12'), possible on-street parking, sidewalks on both sides, driveway entrances & pedestrian ramps as needed. Storm drainage from this street section drains westerly to the Jetty Ave intersection.

EXHIBIT "A"
Resolution No. UR 2006-01

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It is possible that the proposed storm system at the south end of the Jetty extension may need to be extended north to 16th although this is uncertain at this time. It is unknown if the existing storm piping in 16th is adequate and/or in good condition. Replacement of some existing storm drainage elements will likely need to be upgraded due to new curb & gutters and revised catch basin locations. For purposes of this proposal, we have assumed that new storm piping and catch basins will be designed & installed within the reconstruction zone. Storm drainage for both street sections will be addressed in this project. Other aspects of this street reconstruction include placement of empty cross-street conduits that the power company will use to revise the overhead service and utility pole arrangement. Revised pole locations and crossings will be coordinated with the power company and shown in the reconstruction plans.

Both street projects will incorporate the "Taft" mini-roundabout concept for the two reconstructed Jetty Ave. intersections at 15th & 16th. The recent discussions also identified curb "bulbs", a traffic calming technique, which may be incorporated depending on right-of-way/street widths and on-street parking. The project will provide pertinent pavement markings and signage.

You have indicated that other utilities (e.g. water, sanitary sewer) in this project area are adequate and do not need to be changed at this time. Hence, no other City utility design is included in this proposal. It is also anticipated that existing street lighting on 15th & 16th will not be changed or upgraded and will provide adequate lighting for the Jetty Ave. extension. Traffic signals are not proposed for this project. No electrical engineering is included in this proposal. Based on your input, we understand that a project-specific geotechnical investigation is not believed to be needed for this project. Thus, no geotechnical effort has been included.

The project will be prepared to be one publicly bid construction project. APWA/ODOT Oregon Standard Specifications for Construction, current edition, will serve as referenced standard specifications and drawings.

Scope of Work & Level of Effort

Task 1 – Design Survey

This task will provide a basis for the design engineering. A field survey of existing conditions will be conducted by a licensed Oregon land surveyor. A qualified firm, Tom Nelson & Associates (TNA), will be a subconsultant to DA to accomplish this survey work.

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The field survey will include the proposed new Jetty right-of-way, and existing 15th and 16th street R/W sufficient for intersection, road reconstruction design and storm drain design. Overall, approximately 1,100 LF of street/property (~40'-60' wide) is anticipated to be surveyed. Horizontal and vertical control datum/benchmarks are anticipated to be available from the City within 500' of this project survey area. Existing physical features, utilities and topographic information will be obtained. A 1"=20' scale base map will be compiled showing horizontal/vertical control, 1-foot contours, physical features, and underground/overhead utility information.

The City has indicated that it has acquired the right-of-way for the NW Jetty Ave. extension. Based on the initial planning and discussions with you, it appears that 1-2 easement(s) may be needed for the curb/sidewalk return radius at the south intersection and possibly other points. The proposed use of the mini-roundabout at the reconstructed intersections may create a need for additional R/W or easements. For purposes of this proposal, we have included an allowance of $300 per legal description for this survey support work and up to 5 legal descriptions. We have not included any property boundary surveying effort.

Estimated Effort/Cost:

6 Hrs Coordination @ $90/hr = $540
Design Survey (TNA Subconsultant) = $5,000
Legal Descriptions (TNA Subconsultant) = $1,500
Task 1 Total $7,040

Task 2 – Concept Design

To facilitate internal discussions among City staff and external discussions with property owners/residents/businesses, DA will prepare a concept design for the NW Jetty Ave extension and the NW 16th St. reconstruction. This concept design will identify proposed street improvements (curb & gutter, travel lanes, on-street parking, roundabouts, revised utility pole arrangement, driveway entrances, sidewalks/pedestrian ramps, typical right-of-way cross-sections and other applicable information. A draft of the concept design will be submitted to the City for review. DA will incorporate City comments, prepare revisions and finalize the concept design.

Based on the final concept design, we will also provide artist renderings of the proposed streetscape to be available for various discussions. 2 or 3 views are anticipated at the proposed intersection(s) and possibly at other street locations. DA will use Arlon Guilliland, a resident of nearby Lincoln Beach, to prepare the artist renderings.

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Detailed engineering design of the proposed improvements, storm drainage facilities, or other project features will not be involved in this task.

Estimated Effort/Cost:
24 Hrs Engineering @ $90/hr = $2,160
24 Hrs CAD @ $55/hr = $1,320
Artist Renderings (Arlon Guilliland) = $500
Task 2 Total $3,980

Task 3 – Final Design

Following the concept design task, including external discussions, DA expects the City to provide feedback and identify any revisions that are needed prior to commencing final design. Using this input, DA will prepare a detailed design for the NW Jetty Ave Extension and NW 16th St. Reconstruction project. The assumed construction drawings (and content) are:

- Sheet C1 Cover sheet (title, contact information, vicinity map, sheet index, general notes, legend)
- Sheet C2 NW Jetty Ave Extension plan & profile sheet (plan scale 1"=20' H & 1"=5' V, grading, erosion controls, storm drainage, horizontal/vertical street control, construction notes, road design)
- Sheet C3 NW 16th St Reconstruction plan & profile sheet (plan scale 1"=20' H & 1"=5' V, grading, erosion controls, storm drainage, horizontal/vertical street control, construction notes, road design)
- Sheets C4 & C5 Miscellaneous sheets (typical sections, 15th storm drainage plan & profile, pavement markings & signage, special details or construction notes if needed)

A storm drainage collection system will be designed for the proposed project. It is expected that storm drainage from the project will be piped along NW 15th St. westerly of the new NW Jetty Ave. intersection about 200' to an existing storm drain. DA will determine project-specific design flows and identify inlet locations, pipe sizes, lengths & slopes. This drainage concept is subject to verification based on the design survey information and may need to be modified to suit field & drainage system conditions.

Necessary specifications will be prepared by DA. ODOT/APWA Oregon Standard Specifications for Construction, current edition, will be the referenced standard specifications for this project. These standard specifications include the Oregon Standard Drawings, current edition. It is expected that only a few specification changes may be necessary. Special provisions, prepared by DA to modify/amend the Standard

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Specifications, will likely include a city-specific Part 00100 General Requirements and other project-specific modifications. Bid items will be consistent with the standard specifications, unless otherwise directed by the City.

DA assumes that we will prepare a project bid document. It is assumed that various front-end documents of a somewhat standard or legal nature will be furnished to DA by the City via electronic files. These may include instructions to bidders, construction contract, bonds & insurance forms, non-collusion affidavit, bidders checklist and other materials. DA will prepare the project-specific bid form, advertisement for bids, and special provisions. We will incorporate the City-provided front-end documents and DA-prepared items into a bound project bid document. At the back of the project bid document, DA plans to include reduced (11" by 17") construction drawings, reference drawings, special easements, or other materials if applicable.

As this is a fairly small design project involving only a few weeks of effort, we anticipate that only one design review submittal to the City will be made at about the 90%-complete design stage. An estimate of probable construction cost will accompany the 90% submittal. City review comments will be incorporated and final documents will be prepared by DA, including PE-sealed construction drawings and specifications. Electronic copy of specifications, drawings or other project documents as well as printing originals of the project bid document will be provided to the City upon request.

Estimated Effort/Cost:
80 Hrs Engineering @ $90/hr = $7,200
70 Hrs CAD @ $55/hr = $3,850
Task 3 Total $11,050

Task 4 – Bidding Services
To minimize City involvement, DA proposes to handle as many of the necessary bidding activities as possible. A 4 week bid period is anticipated.

The advertisement for bids will be sent by DA to the local paper, Portland DJC and other newspapers that the City normally uses. Since the cost of these advertisements may not be known accurately in advance, DA will request that these charges be billed directly to the City.

We propose to use the bid services of a reprographics business (e.g. Ford Graphics, Right Angle Reprographics, etc.) to exclusively print, bind and distribute project bid documents

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and/or full size plan sets as requested and purchased by interested construction contractors, subcontractors and suppliers. The reprographics business will maintain a project plan-holders list for all "of-record" document holders. This manner of bid document management will not require the involvement of City staff. Project documents will be available only from the reprographics business. Contractors and other interested parties will purchase bid documents at cost directly from Ford Graphics. Informational copies of the project bid documents will be sent to regional plan centers as directed by DA & the City. In addition to the plan center copies, DA will supply 5 sets of project bid documents to the City for their information & use and 2 sets for DA use.

DA's George Drake will be the point of contact for contractor questions during the bidding period. He will consult with and maintain coordination with the City as necessary. If clarifications as appropriate or if issues are found that warrant contract document change(s), following review & approval by the City, one addendum will be prepared & distributed to all plan holders of record at least 7 days prior to bid submittal date.

A pre-bid meeting/tour is not deemed to be necessary for this project and is not planned. Bidders will be encouraged to conduct field reviews on their own to familiarize themselves with the nature of the work and existing conditions.

The bids will be submitted to the City and opened by a City representative. DA will attend the bid opening and assist the City as requested in reviewing bids, preparing / certifying bid tabulation, reviewing contractor information with the state licensing board, and recommending award of bid.

The City will need to complete the contracting process with the selected contractor and issue the Notice to Proceed.

Estimated Effort/Cost:

50 Hrs Engineering @ $90/hr = $4,500
6 Hrs CAD @ $55/hr = $330
Printing costs (non-contractor sources) = $800
Task 4 Total $5,630

(Note: Since the precise level of effort can not be known in advance for some of the above bidding services, the hours & costs reflect an educated guess. Actual effort and cost may vary more or less from that estimated above.)

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Task 5 – Construction Services
DA will provide as much of the direct construction services as possible to minimize the City's involvement. It is expected that a construction period of up to 120 calendar days may be provided for this project.

We will provide primary construction staking (via TNA) to establish the roadway centerline control/cuts as well as the storm drain pipe offsets/cuts. The construction contractor will be required to transfer these centerline control points and layout additional points such as gutter grade, curb returns, driveway entrances, etc. to complete the overall project.

DA's George Drake will serve as the primary contact point for the contractor and will administer the contract to the extent he is authorized. He will not make any contractual changes to the work or commit the City to additional cost, as only the City will be able to do so. Administrative functions will include pre-construction meeting, pay requests, correspondence, progress meetings, special meetings, change order preparation and regular coordination with City staff.

Inspection of work will be handled by DA or its subconsultant. It is assumed that periodic oversight will be acceptable given the nature of this work. DA or its subconsultant will be responsive to the contractors work schedule. For budgeting purposes, we have assumed that trips to the job site will occur to inspect specific elements of work (e.g. subgrade line & grade & compaction, crushed rock placement & compaction, etc.). DA plans to use Carlson Testing Inc. (CTI) to support DA's direct inspection efforts. CTI, a subconsultant to DA, will establish moisture-density curves, perform compaction tests, inspect crushed rock & asphalt placement, inspect curb & gutter placement, conduct concrete strength tests, prepare reports and other needed elements as requested by DA. An allowance of 8 trips for CTI activities is assumed. DA inspection activities will include initial construction activities (clear & grub, staking, erosion controls, temp. traffic mgt., etc.), storm drain installation & testing observation, pavement marking/signage work, final walk-through and other general coordination or oversight needs.

Following construction completion, as-constructed drawings will be prepared by DA to reflect construction records. An electronic/hard copy will be submitted to the City for their records.

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Estimated Effort/Cost:

50 Hrs DA Project Engineer @ $90/hr = $4,500
8 Hrs DA CAD @ $55/hr = $440
80 Hrs DA Inspection @ $75/hr = $6,000
Testing/Inspection (CTI Subconsultant) = $5,000
Construction Survey (TNA Subconsultant) = $3,000
Task 5 Total $18,940

(Note: Since the precise level of effort can not be known in advance for some of the above construction services, which are beyond the control of DA & its subconsultants, the hours & costs reflect an educated guess that is expected to be conservative. Actual effort & costs may vary more or less than the estimated effort/cost shown above.)

Summary

Budget summary:

Task 1	Design Survey	$7,040
Task 2	Concept Design	$3,980
Task 3	Final Design	$11,050
Task 4	Bidding Services	$5,630
Task 5	Construction Services	$18,940
	Proposed Contract Total	$46,640

The general schedule for this project is shown below, but is subject to change.

City Authorization to DA	January 9, 2006
Design Survey Complete	January 30, 2006
Concept Design Complete	February 24, 2006
Final Design Complete	March 31, 2006
Bidding Period	April 2006
Contract Award	May 2006
Construction Period	June - September 2006

The proposed work scope and associated level of effort/cost is presented for your review and acceptance. The level of effort and associated cost is an estimate by DA based on many assumptions and some unknown factors. We will make reasonable attempts to complete this project as scoped within (or lower than) this estimated cost. DA respectfully requests the chance to revise or amend this work scope and effort if unforeseen circumstances become known or new information is learned that impacts the scoped work effort.

Drake & Associates, LLC

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DA is available to perform additional services. If additional work is requested by the City, DA will provide a scope of work, an estimate to complete and a request for a new work authorization. DA rates for added work will be the same as used in this proposal, or as established and agreed upon for other activities.

We would be happy to adjust any portion of this proposed work and level of effort if needed to meet your expectations. Thank you for the opportunity to assist the City.

Sincerely,

Drake & Associates, LLC

George L. Drake, PE
Principal

UR RESOLUTION NO. 2006-02

A RESOLUTION OF THE LINCOLN CITY URBAN RENEWAL AGENCY DELEGATING AUTHORITY TO THE CITY MANAGER OF LINCOLN CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH SERGEY KASHUBIN FOR REDEVELOPMENT OF PROPERTY IN THE OCEANLAKE COMMERCIAL DISTRICT

Recitals

A. The Urban Renewal Agency has adopted, and Lincoln City has acknowledged, the Year 2000 Development Plan and the OceanLake Redevelopment Plan (collectively "plans").

B. It is the intent of the Urban Renewal Agency generally to assist property owners in redevelopment consistent with the plans and specifically to encourage mixed-use development of lots 4 and 5, Block 11, RAYMOND, in Lincoln City ("the Project").

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN CITY URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. The Urban Renewal Agency ("Agency")has planned improvements for NW 16th Street/NW Jetty Avenue Extension, including full street improvements and storm drain extension. In Resolution No. UR 2006-01, the Urban Renewal Agency approved a contract for design, engineering, and construction services of the improvements.

Section 2. Sergey Kashubin ("Developer") is the owner of property in the OceanLake commercial district consisting of Lot 4 and Lot 5, Block 11, RAYMOND, ("Property") located within the Lincoln City Urban Renewal District.

Section 3. The Agency wishes to enter into an agreement with Developer, a draft of which is attached as Exhibit A, in which the Agency and Developer agree to construct certain improvements. Agency will construct street and storm improvements along NW Jetty Avenue. Developer will construct sidewalk improvements of minimum width of five feet (5') along NW Jetty Avenue extension and ten feet (10') along NW 15th Street.

Section 4. Developer is responsible for obtaining all financing for the property. Agency hereby approves loan amounts of a Redevelopment Loan to Developer not to exceed $5000 to upgrade existing engineering plans and a Redevelopment Loan not to exceed $45,000 for additional construction costs, related to retail use on the ground floor of the Property. The Redevelopment Loans shall be granted under the terms specified in the Development Agreement and as required by the loan program of the Urban Renewal Agency.

Section 5. Developer is responsible for applying for and obtaining all required government approvals, including site plan approval, building permits, and other approvals or permits necessary for the Project including any required zone change.

Section 6. Developer will convey easements on the Property to Lincoln City as required for improvements, including utilities, sidewalks, postal box, and archway feature.

Section 7. The City Manager of Lincoln City is authorized to negotiate the final form of Development Agreement as shown in the draft Exhibit A and to sign the agreement on behalf of the Urban Renewal Agency.

Section 8. This resolution shall be effective as of the date it is adopted.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 10th day of April, 2006.

Wes Ryan, Chair

ATTEST:

Cathy Steele, City Recorder

DISPOSITION AND DEVELOPMENT AGREEMENT

OCEANLAKE MIXED-USE PROJECT
NW 15TH STREET

THIS AGREEMENT FOR DISPOSITION AND DEVELOPMENT OF PROPERTY (this "Agreement") is made as of February 14, 2006, by the **LINCOLN CITY URBAN RENEWAL AGENCY** ("Agency"), a public body corporate and politic, organized and existing under ORS Chapter 457 as the urban renewal agency of the City of Lincoln City, Oregon and **SERGEY KASHUBIN**, dba **NW LEGACY HOMES**, an Oregon business corporation ("Developer"). Agency and Developer are referred to jointly in this Agreement as "Parties" and individually as a "Party."

RECITALS

Agency is the duly authorized urban renewal agency of the City of Lincoln City, Oregon, and administers the Year 2000 Development Plan, adopted by the Lincoln City City Council on October 27, 1988 by Ordinance No. 88-16, and, as amended from time to time, is referred to herein as the "Plan."

The Agency also completed the OceanLake Redevelopment Plan, acknowledged by City Council in 2002, and referred to herein as the "OceanLake Plan."

It is the intent of the parties in the implementation of the Plan and the OceanLake Plan to encourage the mixed-use development of the parcel identified as 7-11-10 DC tl 500, as illustrated in "Exhibit 1 – Project Area",

Agency finds that Developer's redevelopment of the Property, pursuant to this Agreement, will help achieve the community and City goals for the revitalization of the OceanLake Commercial District consistent with the OceanLake Plan. Agency also finds that the fulfillment generally of this Agreement, and the intentions set forth herein, are in the vital and best interests of the City and the health, safety, and welfare of its residents, and are in accord with the public purposes and provisions of the applicable state, federal, and local laws and requirements.

AGREEMENT

The Parties, in consideration of the agreements set forth herein and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, covenant and agree as follows:

SECTION 1. PROJECT DESCRIPTION

1.1 **Description.** Development of the Property will occur in one phase to include a Mixed-Use residential and commercial building fronting on NW 15th Street. The ground floor will be two commercial units(office/retail) and the garage units for the upper residential. The upper two floors will be five residential units. Site improvements will include paved parking for vehicles, landscaping, sidewalk/courtyard improvements and garbage enclosure.

retail unit, one seventh of the original loan balance must be repaid.

3.2 **Plans, Drawings and Agency Review**

3.2.1 Scope of Development. Developer shall prepare Construction Plans and submit them to Agency for review and approval

3.2.2 Building Permits and Other Governmental Approvals. Developer shall apply for and diligently pursue obtaining Site Plan approval, the issuance of building permits and other required governmental approvals allowing construction of the Project and within 6 (six) months of the signing of this DDA. This Agreement shall create no obligation by the City of Lincoln City to grant such approvals. Nothing in this Agreement is intended or shall be construed to require that further the Project, nor binds the City of Lincoln City to do so. City of Lincoln City will process applications for permits and approvals as if such applications were made without any City participation in such Project. The inability of Developer to obtain any necessary permits for the Project from the City of Lincoln City shall not constitute a default by Agency under this Agreement.

The Project's design has been approved by the Agency as Exhibit 2. Developer shall submit to Agency's Director the Construction Plans for Project modification for approval.

3.3 **Easements.** Developer will provide to the City of Lincoln City any and all easements necessary to the placement of utilities, sidewalks, neighborhood postal box, and archway feature.

3.4 **Zoning.** The City of Lincoln City Community Development Department is currently in the review process for changes to the OceanLake zoning. The Community Development Department anticipates changes to the existing zoning codes to include:

3.4.1 Mixed-Use Development. Changes are anticipated to allow and possibly require mixed-use development in identified areas of OceanLake.

3.4.2 Parking Requirements. Changes are anticipated to provide any additional parking requirements due to the addition of mixed-use to the Project Area to be accommodated by on-street parking.

3.5 **Prevailing Wage Requirements.** Acceptance of Agency funding may initiate BOLI prevailing wage requirements.

EXHIBIT 1
PROJECT AREA

EXHIBIT 2
PROJECT DESIGN DEVELOPMENT DRAWINGS

DRAFT

RESOLUTION NO. UR 2006-03

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2006-07 in the total of $10,186,111 now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2006, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 191,086
Materials & Services	$ 293,275
Capital Outlay	$4,543,618
Transfers	$ 200,000
Other Disbursements & Expenses	$ 160,000
TOTAL GENERAL FUND	**$5,387.979**

TAX INCREMENT FUND

Debt Service	$2,812,119
Bond Reserves	$1,200,000
TOTAL TAX INCREMENT FUND	**$4,012,119**

PROPERTY REHABILITATION FUND

Capital Outlay	$ 786,013
TOTAL PROPERTY REHABILITATION FUND	**$ 786,013**
TOTAL APPROPRIATIONS ALL FUNDS	**$10,186,111**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal

FORM
UR-1

NOTICE OF BUDGET HEARING

A meeting of the Lincoln City Urban Renewal Agency (Governing Body) will be held on June 26 (Date), 2006 at 6:00 ☐ A.M. ☑ P.M. at City Hall, 801 SW Hwy 101 (Location). The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2006 as approved by the Lincoln City Urban Renewal Agency (Municipal Corporation) Budget Committee.

A summary of the budget is presented below. A copy of the budget may be inspected or obtained at City Hall, Finance Dept. 801 SW Hwy 101 (Street Address) between the hours of 8:00 a.m. and 5:00 p.m. This budget was prepared on a basis of accounting that is: ☑ consistent; ☐ not consistent with the basis of accounting used during the preceding year. Major changes, if any, and their effect on the budget, are explained below. This budget is for: ☑ Annual Period; ☐ 2-Year Period.

County	City	Chairperson of Governing Body	Telephone Number
Lincoln	Lincoln City	Wes Ryan	(541) 996-2152

FINANCIAL SUMMARY

☐ Check this box if your budget only has one fund.	TOTAL OF ALL FUNDS	Approved Budget This Year: 2006–2007	Approved Budget Next Year: 2006–2007
Anticipated Requirements	1. Total Personal Services	158,252	191,086
	2. Total Materials and Services	259,688	293,275
	3. Total Capital Outlay	1,866,466	5,329,631
	4. Total Debt Service	2,334,016	2,812,119
	5. Total Transfers	200,000	200,000
	6. Total Contingencies		
	7. Total Reserves and Special Payments	1,430,000	1,360,000
	8. Total Unappropriated Ending Fund Balance		
	9. **Total Requirements**—add lines 1 through 8	6,248,422	10,186,111
Anticipated Resources	10. Total Resources Except Urban Renewal Taxes	4,143,439	7,873,407
	11. Total Urban Renewal Taxes Estimated from Division of Tax	2,104,983	2,312,704
	12. Total Urban Renewal Taxes Estimated from Special Levy		
	13. **Total Resources**—add lines 10, 11, and 12	6,248,422	10,186,111

STATEMENT OF INDEBTEDNESS

Debt Outstanding		Debt Authorized, Not Incurred	
☐ None	☑ As Summarized Below	☐ None	☑ As Summarized Below

PUBLISH BELOW ONLY IF COMPLETED

Long-Term Debt	Estimated Debt Outstanding at the Beginning of the Budget Year July 1, 2006	Estimated Debt Authorized, Not Incurred at the Beginning of the Budget Year July 1, 2006
Bonds	7,757,967	4,000,000
Interest Bearing Warrants		
Other	1,470,000	
Total Indebtedness	9,227,967	4,000,000

Short-Term Debt

This budget includes the intention to borrow in anticipation of revenue ("Short-Term Borrowing") as summarized below:

FUND LIABLE	Estimated Amount to be Borrowed	Estimated Interest Rate	Estimated Interest Cost

FORM
UR-2

SUMMARY BY FUND

Publish ONLY completed portion of this page. Total Anticipated Requirements **must equal** Total Resources.

Name of Fund: General	Actual Data Last Year 2004–05	Adopted Budget This Year 2005–06	Approved Budget Next Year 2006–07
1. Total Personal Services	148,972	158,252	191,086
2. Total Materials and Services	167,975	259,688	293,275
3. Total Capital Outlay	5,762,216	1,411,288	4,543,618
4. Total Debt Service			
5. Total Transfers	100,000	200,000	200,000
6. Total Contingencies			
7. Total Reserves and Special Payments		130,000	160,000
8. Total Unappropriated Ending Fund Balance	1,984,624		
9. Total Requirements	8,183,787	2,159,228	5,387,979
10. Total Resources Except Urban Renewal Taxes	8,183,787	2,159,228	5,387,979
11. Total U/R Taxes Estimated from Div. of Tax			
12. Total U/R Taxes Estimated from Special Levy			
13. Total Resources	8,183,787	2,159,228	5,387,979

Name of Fund: Tax Increment	Actual Data Last Year 2004–05	Adopted Budget This Year 2005–06	Approved Budget Next Year 2006–07
1. Total Personal Services			
2. Total Materials and Services			
3. Total Capital Outlay			
4. Total Debt Service	2,307,674	2,334,016	2,812,119
5. Total Transfers			
6. Total Contingencies			
7. Total Reserves and Special Payments		1,300,000	1,200,000
8. Total Unappropriated Ending Fund Balance	1,426,370		
9. Total Requirements	3,734,044	3,634,016	4,012,119
10. Total Resources Except Urban Renewal Taxes	1,581,138	1,529,033	1,699,415
11. Total U/R Taxes Estimated from Div. of Tax	2,152,906	2,104,983	2,312,704
12. Total U/R Taxes Estimated from Special Levy			
13. Total Resources	3,734,044	3,634,016	4,012,119

Name of Fund: Property Rehabilitation	Actual Data Last Year 2004–05	Adopted Budget This Year 2005–06	Approved Budget Next Year 2006–07
1. Total Personal Services			
2. Total Materials and Services			
3. Total Capital Outlay	97,326	455,178	786,013
4. Total Debt Service			
5. Total Transfers			
6. Total Contingencies			
7. Total Reserves and Special Payments			
8. Total Unappropriated Ending Fund Balance	227,513		
9. Total Requirements	324,839	455,178	786,013
10. Total Resources Except Urban Renewal Taxes	324,839	455,178	786,013
11. Total U/R Taxes Estimated from Div. of Tax			
12. Total U/R Taxes Estimated from Special Levy			
13. Total Resources	324,839	455,178	786,013

Urban Renewal Agency for the City of Lincoln City

Resolution No. UR2006-04

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, MAKING MINOR PLAN AMENDMENTS TO THE YEAR 2000 DEVELOPMENT PLAN OF THE CITY OF LINCOLN CITY TO CLARIFY LANGUAGE PURSUANT TO SECTION 1201(A) OF THE PLAN

WHEREAS, the Year 2000 Development Plan of the Urban Renewal Agency for the City of Lincoln City (the "Plan") contains ambiguities that need to be clarified in order for the Agency to plan for the completion of its projects and the payment of debt service on outstanding indebtedness;

WHEREAS, the first sentence of the second paragraph of Section 701 of the Plan states that the "tax increment financing process, pursuant to ORS 457.420 through 457.450, shall be terminated not more than twenty-five (25) years after the City Council's approval of this Urban Renewal Plan" and the first sentence of Section 1301 of the Plan states that the "Plan shall remain in full force and effect for a period of not more than twenty-five (25) years from the effective date of approval of this Plan";

WHEREAS, it is not clear whether the phrase "not more than twenty-five years" in Sections 701 and 1301 of the Plan was intended to describe the twenty-fifth anniversary of the Plan or the end of the twenty-fifth fiscal year after the adoption of the Plan;

WHEREAS, this ambiguity can be resolved by looking to other provisions of the Plan;

WHEREAS, the third paragraph of Section 701 of the Plan is not ambiguous and indicates that the termination of the tax increment process occurs at the end of a fiscal year;

WHEREAS, if read consistently with the language in Section 701 of the Plan the phrase "not more than twenty-five years" in Sections 701 and 1301 of the Plan describes the end of the twenty-fifth year of tax increment collection, which would be fiscal year 2013-2014;

WHEREAS, the Agency finds it desirable to read the provisions of the Plan consistently and to clarify that the Agency can collect tax increment and complete projects in fiscal year 2013-2014;

WHEREAS, the Agency finds it desirable to amend the Plan to

- Clarify that the Agency can collect tax increment in fiscal year 2013-2014; and,
- Clarify that the Plan will remain in effect through fiscal year 2013-2014;

WHEREAS, Section 1201(A) of the Plan authorizes the Agency to clarify language in the Plan through a resolution;

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City that:

1. The first sentence of the second paragraph of Section 701 of the Plan is amended to read as follows:

> The tax increment financing process, pursuant to ORS 457.420 through 457.450, shall be terminated not later than June 30, 2014, which is the end of the twenty-fifth (25th) fiscal year after the City Council's approval of this Urban Renewal Plan.

2. The first sentence of the first paragraph of Section 1301 of the Plan is amended to read as follows:

> This Plan shall remain in full force and effect until June 30, 2014, which is the end of the twenty-fifth (25th) year from the effective date of approval of this Plan.

APPROVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, this 4th day of October (October) 2006.

Chair

ATTEST:

City Recorder

RESOLUTION NO. UR 2006-05

RESOLUTION FOR ADOPTION OF THE NELSCOTT REDEVELOPMENT PLAN

WHEREAS, the City of Lincoln City is committed to enhancing the economic vitality and physical condition of the entire community; and

WHEREAS, the economic and social welfare of our citizens depends greatly upon strategic community-based development; and

WHEREAS, the community is composed of a series of historical districts whose individual vitality is intimately linked to collective cooperation; and

WHEREAS, the community of Nelscott, with support from the City and Urban Renewal Agency, has completed a community-based, strategic redevelopment plan that involved hundreds of hours of citizen involvement; and

WHEREAS, this plan is an excellent standard and prototype for redevelopment planning in other Lincoln City districts; and

WHEREAS the Nelscott Redevelopment Plan is the third community vision developed in the String of Pearls Plan for the redevelopment of the six historic districts of Lincoln City,

NOW THEREFORE BE IT RESOLVED, the Lincoln City Urban Renewal Agency hereby adopts and endorses the spirit and intent of *The Nelscott Redevelopment Plan* and, further, directs City staff to undertake and support its implementation.

Passed and approved this 13th day of November, 2006.

Wes Ryan, Chair

ATTEST:

Cathy Steere, City Recorder

RESOLUTION NO. UR 07-01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON AUTHORIZING URBAN RENEWAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NO MORE THAN $5,000,000.

WHEREAS the Urban Renewal Agency of the City of Lincoln City is authorized to issue bonds payable from the tax increment revenues of the Year 2000 Development Area; and,

WHEREAS the City of Lincoln City has chosen Option One for the Year 2000 Development Area as provided in ORS 457.435(2)(a), and is authorized to impose the Special Levies described in ORS 457.435(2)(a); and,

WHEREAS the City of Lincoln City has approved a maximum indebtedness for the Year 2000 Development Area of $43,000,000, the Agency has previously issued $22,325,000 of long term indebtedness and $1,700,000 of short term indebtedness which are subject to the maximum indebtedness limitation, and there is no other indebtedness outstanding for the Year 2000 Development Area to which the maximum indebtedness limitation applies, leaving the Agency $18,975,000 of capacity (excluding refinancings) to incur indebtedness for the Year 2000 Development Area; and,

WHEREAS, the Agency adopts this Resolution to authorize the issuance of bonds which are payable from the Tax Increment Revenues of the Year 2000 Development Area in a principal amount of not more than $5,000,000, and to state the terms under which future urban renewal indebtedness may be issued; now, therefore,

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Definitions.

Unless the context clearly requires otherwise, the following terms shall have the following meanings:

"Actual Tax Increment Collections" means the amounts of the Tax Increment Revenues actually received by the Agency in a Fiscal Year.

"Agency Official" means the City Manager or the Finance Director of the City or a person designated by the City Manager or Finance Director to act as Agency Official under this Resolution.

"Agency" means the Urban Renewal Agency of the City of Lincoln City.

"Annual Debt Service" means the amount scheduled to be paid in a Fiscal Year of principal and interest and premium, if any, on any outstanding Bonds, reduced by the amount of any Bond interest which is scheduled to be paid from Bond proceeds.

"Area" means the City's Year 2000 Development Area described in the Plan, and all additions thereto.

"Bank" means Bank of America, N.A.

"Base Period" means any twelve consecutive months selected by the Agency out of the most recent twenty-four months preceding the delivery of a series of Parity Indebtedness.

"Beginning Balance" means the amount of Tax Increment Revenues that are available in the Subordinate Indebtedness Account on the first Business Day of the Fiscal Year.

"Bonds" means the Outstanding Bonds, the Series 2007 Bond and any Parity Indebtedness.

"Business Day" means any day except a Saturday, Sunday, or a holiday on which the offices of the City or the Bank are closed.

"City" means the City of Lincoln City, Oregon.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collection Deficiency" means the amount (if any) by which the Collection Requirement for a Fiscal Year exceeds the sum of (i) the Actual Tax Increment Collections for that Fiscal Year, plus (ii) the Beginning Balance for that Fiscal Year.

"Collection Requirement" means the sum of (a) one hundred ten percent (110.00%) of the Annual Debt Service for a Fiscal Year plus (b) the amount of any Collection Deficiency for the prior Fiscal Year.

"Divide the Taxes Revenues" means the amount of taxes calculated based on the increase in value of property in the Area which are payable to the Agency as permitted by Article IX, Section 1c of the Oregon Constitution.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or as otherwise defined by Oregon law.

"Government Obligations" means direct, noncallable obligations of the United States, or obligations the principal of and interest on which are fully secured and unconditionally guaranteed by the United States.

"Maximum Annual Debt Service" means the greatest Annual Debt Service, calculated on all Bonds which are Outstanding on the date of calculation.

"Maximum Tax Increment Revenues" means the greatest amount of Tax Increment Revenues which the Agency can collect for the Area under ORS 457.435(3) in a fiscal year. The Maximum Tax Increment Revenues include both the Divide the Tax Revenues

and all revenues that would be received if the Agency imposed the maximum Special Levy.

"Outstanding Bonds" means the Agency's Year 2000 Development Area Urban Renewal Bond, Series 2003 in the original aggregate principal amount of $3,000,000 which was authorized by Agency Resolution No. UR 03-09 and the Agency's Year 2000 Development Area Urban Renewal Bonds, Series 2004 in the original aggregate principal amount of $5,000,000 which were authorized by Agency Resolution No. UR 04-03.

"Outstanding" means, when used to describe obligations, obligations that have not been paid or defeased.

"Parity Indebtedness" means obligations issued in compliance with Section 5 of this Resolution which are secured by a lien on, and pledge of, the Security which is on a parity with the lien on, and pledge of, the Security which secures the Outstanding Bonds.

"Permitted Investments" means any investments in which the Agency is authorized to invest surplus funds under the laws of the State of Oregon.

"Plan" means the Agency's Year 2000 Development Plan approved by City Ordinance No. 88-16, as that plan has been, and may in the future be, amended.

"Qualified Consultant" means an independent engineer, an independent auditor, or an independent financial advisor, or similar independent professional consultant having experience and expertise in the area for which such person or firm is retained by the Agency for purposes of performing activities specified in this Resolution or in any supplemental resolution.

"Resolution" means Agency Resolution No. UR 03-09, Agency Resolution No. 04-03, and this Resolution, as those resolutions may be amended from time to time pursuant to Section 6. This Resolution contains all of the currently existing covenants, restrictions and terms of the Resolution that apply to the Series 2007 Bonds and any Parity Indebtedness.

"Security" means all Tax Increment Revenues, all amounts in the Tax Increment Fund (including earnings on amounts in the Tax Increment Fund), (for the Series 2003 Bond only) all proceeds of the Series 2003 Bond, (for the Series 2004 Bond only) all proceeds of the Series 2003 Bond, and (for the Series 2007 Bond only) all proceeds of the Series 2007 Bond.

"Series" refers to all Bonds issued pursuant to a single resolution or ordinance unless the closing documents provide otherwise.

"Series 2003 Bond" means the Agency's Year 2000 Development Area Urban Renewal Bond, Series 2003 in the original aggregate principal amount of $3,000,000 which was authorized by Agency Resolution No. UR 03-09.

"Series 2004 Bond" means the Agency's Year 2000 Development Area Urban Renewal Bond, Series 2004 in the original aggregate principal amount of $5,000,000 which was authorized by Agency Resolution No. UR 04-03.

"Series 2007 Bond" means the Agency's Year 2000 Development Area Urban Renewal Bond, Series 2007 which is authorized by Section 9 of this Resolution.

"Series 2007 Purchase Agreement" means the Bond Purchase Agreement between the Agency and the Bank for the Series 2007 Bond, which is executed pursuant to Section 9.2(a).

"Special Levy" means a tax levy in connection with the Area pursuant to Article XI, Section 11(16) of the Oregon Constitution and ORS 457.435(2)(a) or any replacement statute.

"Subordinate Indebtedness" means obligations which have a subordinate lien on the Tax Increment Revenues and are issued in compliance with Section 5.4.

"Tax Increment Fund" means the fund established under ORS 457.440(6)(b) to hold the Tax Increment Revenues.

"Tax Increment Revenues" means all Divide the Taxes Revenues and the proceeds of any Special Levy.

"Tax Maximum" means, for any Series of Bonds, the lesser of: the greatest amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on such Series; 125% of average amount of principal, interest and premium, if any, required to be paid on such Series during all Fiscal Years in which such Series will be Outstanding, calculated as of the date of issuance of such Series; or, ten percent of the proceeds of such Series, as "proceeds" is defined for purposes of Section 148(d) of the Code.

Section 2. Security for Bonds.

2.1. The Bonds shall not be general obligations of the Agency. The Agency shall be obligated to pay the Bonds solely from the Security.

2.2. The Agency hereby irrevocably pledges the Security to pay the Bonds. Pursuant to ORS 288.594, the pledge of the Security shall be valid and binding from the time of the adoption of the Resolution. The Security so pledged and hereafter received by the Agency shall immediately be subject to the lien of such pledge without any physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever to the fullest extent permitted by ORS 288.594(2).

2.3. The Agency has no obligations outstanding to which the Security has been pledged except the Outstanding Bonds, and the lien on, and pledge of, the Security to pay the Bonds shall be superior to all other claims against those amounts.

2.4. The Agency covenants that, so long as Bonds are outstanding:

(a) the Agency shall take whatever action may be required to collect the full amount of the Divide the Taxes Revenues each Fiscal Year;

(b) when the Agency establishes its budget for each Fiscal Year in which Bonds are outstanding, the Agency shall prepare a good faith estimate of the amount of the Actual Tax Increment Collections which will result from the Divide the Taxes Revenues for that Fiscal Year and a good faith estimate of the Beginning Balance for that Fiscal Year; and,

(c) each Fiscal Year, before the deadline for imposing Special Levies for that Fiscal Year, the Agency shall calculate whether it is required to impose a Special Levy by subtracting the sum of the two estimates described in Section 2.4(b) from the Collection Requirement.

(i) If the result of this subtraction is positive (that is, if the sum of the two estimates is less than the Collection Requirement), the Agency shall impose a Special Levy in an amount which is estimated to produce Actual Tax Increment Collections from the Special Levy in that Fiscal Year which equals or exceeds the difference between the sum of the two estimates and the Collection Requirement.

(ii) If the result of this subtraction is zero or negative (that is, if the sum of the two estimates equals or exceeds the Collection Requirement), the Agency shall not be required to impose a Special Levy in that Fiscal Year.

2.5. The Agency covenants not to amend the boundaries of the Area to reduce the amount of land contained in the Area without the prior written consent of the Bank while Outstanding Bonds or the Series 2007 Bond are Outstanding.

2.6. The Agency covenants to maintain its urban renewal plan as an "existing urban renewal plan" as defined in ORS 457.010(5)(a), and maintain the ability of the Agency to levy taxes for the Area pursuant to Article XI, Section 11(16) of the Oregon Constitution to pay the Bonds.

2.7. The provisions of the Resolution shall constitute a contract with the owners of the Bonds, and shall be enforceable by them.

Section 3. The Tax Increment Fund.

3.1. The Agency has previously established the Tax Increment Fund. The Tax Increment Fund shall be divided only into the following accounts: the Bond Payment Account, the Bond Reserve Account and the Subordinate Indebtedness Account. The Agency shall not create additional accounts in the Tax Increment Fund, but may create subaccounts in those accounts.

3.2. Until all Bonds are paid or defeased, the Agency shall deposit all Actual Tax Increment Collections in the Tax Increment Fund, and shall credit each deposit to the following accounts within the Tax Increment Fund in the following order of priority:

(a) to the Bond Payment Account, until the Bond Payment Account contains an amount sufficient to pay the Annual Debt Service for that Fiscal Year;

(b) to the Bond Reserve Account, if the balance in any subaccount of the Bond Reserve Account is then less than the Tax Maximum for the Series for which the subaccount is created, an amount sufficient to make the balance in each subaccount of the Bond Reserve Account equal to the Tax Maximum for the Series for which the subaccount is created; and,

(c) to the Subordinate Indebtedness Account, any amounts which remain after the foregoing deposits have been made.

3.3. Five (5) days before any payment date, if the balance in the Bond Payment Account is less than the amount of Bond principal, interest and premium, if any, due on that payment date, the Agency shall credit to the Bond Payment Account an amount equal to the deficiency from the following accounts in the following order of priority:

(a) the Subordinate Indebtedness Account; and,

(b) the Bond Reserve Account. If a deficiency remains in the Bond Payment Account after all available amounts have been transferred to the Bond Payment Account from the Subordinate Indebtedness Account, then the Agency shall allocate the remaining deficiency among all Series of Bonds for which payments are then due, in proportion to the amount that is then due, and shall withdraw the allocated deficiency for each Series from the subaccount in the Bond Reserve Account that was created for that Series.

Section 4. Accounts.

4.1. Amounts credited to the Bond Payment Account shall be used only to pay Bond principal, interest and premium, if any. Amounts credited to the Bond Payment Account shall be invested in Permitted Investments which mature within one year.

4.2. The Agency covenants to fund, maintain and use the Bond Reserve Account as provided in this Section 4.2 as long as any Bonds are Outstanding. Except as specifically provided in this Section 4.2, amounts credited to the Bond Reserve Account shall be used only to pay Bond principal, interest and premium, if any, and only if sufficient funds are not available in the Bond Payment Account or the Subordinate Indebtedness Account.

(a) At closing of the Series 2007 Bond the Agency shall create a subaccount for the Series 2007 Bond in the Bond Reserve Account and transfer to the Series 2007 Bond subaccount an amount equal to the Tax Maximum for the Series 2007 Bond.

(b) The Agency shall create a separate subaccount in the Bond Reserve Account for each subsequent Series of Parity Indebtedness, and shall credit to that subaccount an amount sufficient to make the balance in that subaccount at least equal to the Tax Maximum for that Series.

(c) Amounts credited to the Bond Reserve Account may be in the form of amounts available in the Subordinate Indebtedness Account, Bond proceeds, or other amounts available to the Agency.

(d) The Agency covenants to maintain a balance in each subaccount of the Bond Reserve Account which is equal to the Tax Maximum for the Series for which the subaccount was created, but solely from deposits of Tax Increment Revenues pursuant to Section 3.2(b) of the Resolution and closing deposits pursuant to Section 4.2(a).

(e) Amounts in each subaccount of the Bond Reserve Account shall be invested in Permitted Investments which shall mature not later than the last maturity date of the Series for which the subaccount was created. Permitted Investments in the Bond Reserve Account which mature in five years or less shall be valued at their cost, and Permitted Investments which mature in more than five years shall be valued at the lesser of their cost or their current market value.

(f) If the balance in any subaccount of the Bond Reserve Account is less than the Tax Maximum for the Series for which the subaccount was created, the Agency shall begin making transfers of Tax Increment Revenues to that subaccount in accordance with Section 3.2(b). The transfers shall continue until the balance in each subaccount in the Bond Reserve Account is equal to the Tax Maximum for the Series for which the subaccount was created.

(g) If the balance in any subaccount of the Bond Reserve Account exceeds the Tax Maximum for the Series for which the subaccount was created, the Agency may: (i) transfer the excess to the Bond Payment Account; or, (ii) if the balance in the Bond Payment Account at that time is at least equal to the remaining, unpaid Annual Debt Service for that Fiscal Year, transfer the excess to the Subordinate Indebtedness Account; or, (iii) if an Agency Official certifies in writing that the Agency reasonably expects to collect an amount of Tax Increment Revenues in the Fiscal Year of the transfer that equals or exceeds the Collection Requirement for that Fiscal Year, transfer the excess to a subaccount in the Bond Reserve for another Series of Bonds.

(h) Earnings on each subaccount of the Bond Reserve Account shall be credited to that subaccount whenever the balance in that subaccount is less than the Tax Maximum for the Series for which the subaccount was created; otherwise earnings on each subaccount of the Bond Reserve Account shall be credited to the Bond Payment Account.

(i) All amounts on deposit in a subaccount of the Bond Reserve Account may be applied to the final payment (whether at maturity or by prior redemption) of the Series of Bonds for which the subaccount was created. Amounts so applied shall be credited against the amounts the Agency is required to transfer into the Bond Payment Account under Section 3.2(a).

(j) Amounts in a subaccount of the Bond Reserve Account may be transferred into escrow to defease Bonds of the Series for which the subaccount was created, but only if the balance

remaining in the subaccount after the transfer is at least equal to maximum annual debt service on the Bonds of the Series which remain Outstanding after the defeasance.

4.3. Money in the Subordinate Indebtedness Account may be used at any time for any legal purpose permitted under Chapter 457 of the Oregon Revised Statutes. However, if there is a deficiency in the Bond Payment Account or the Bond Reserve Account, Tax Increment Revenues credited to the Subordinate Indebtedness Account shall be used to eliminate the deficiency (in the order of priority described in Section 3.2) before money in the Subordinate Indebtedness Account is used for any other purpose.

Section 5. Senior, Parity and Subordinate Indebtedness

5.1. The Agency shall not issue obligations which have a lien on the Security which is superior to the lien of the Bonds.

5.2. Except as provided in Section 5.3, the Agency may issue other Parity Indebtedness only if all of the following conditions are met:

(a) As of the date of closing of the Parity Indebtedness, no Event of Default under the Resolution has occurred and is continuing.

(b) On or before the date of closing of the Parity Indebtedness the Agency files in its public records either:

(i) a certificate of the Agency Official stating that the Maximum Tax Increment Revenues for the Base Period at least equaled one hundred twenty-five percent (125.00%) of the Maximum Annual Debt Service on all then Outstanding Bonds, with the proposed Parity Indebtedness treated as Outstanding; or

(ii) a certificate or opinion of a Qualified Consultant:

(aa) stating the projected amount of the Maximum Tax Increment Revenues for the Fiscal Year in which the proposed Parity Indebtedness is issued and the projected amount of the Maximum Tax Increment Revenues for each of the four Fiscal Years after the Fiscal Year in which the proposed Parity Indebtedness are issued;

(bb) concluding that the respective amounts of projected Maximum Tax Increment Revenues in each of the Fiscal Years described in Section 5.2(b)(ii)(aa) are at least equal to one hundred twenty-five percent (125.00%) of the Annual Debt Service for each of those respective Fiscal Years on all Outstanding Bonds, with the proposed Parity Indebtedness treated as Outstanding;

(cc) stating the projected amount of the Maximum Tax Increment Revenues for the fifth Fiscal Year after the Fiscal Year in which the Parity Indebtedness are issued; and,

(dd) concluding that this amount described in Section 5.2(b)(ii)(cc) is at least equal to one hundred twenty-five percent (125.00%) of the Maximum Annual Debt Service on all Outstanding Bonds, with the proposed Parity Indebtedness treated as Outstanding.

5.3. The City may issue Parity Indebtedness to refund Outstanding Bonds without complying with Section 5.2 only if the Agency obtains the consent of the Bank (while the Bank is the owner of all Outstanding Bonds) or if:

(a) the refunded obligations are defeased or paid on the date of delivery of the refunding Parity Indebtedness; and,

(b) the Annual Debt Service on the refunding Parity Indebtedness does not exceed the Annual Debt Service on the refunded obligations in any Fiscal Year by more than $5,000.

5.4. The Agency may issue Subordinate Indebtedness only if the Subordinate Indebtedness is not payable from any account of the Tax Increment Fund except the Subordinate Indebtedness Account, and the Subordinate Indebtedness clearly states that:

(a) It is secured by a lien on or pledge of the Security which is subordinate to the lien on, and pledge of, the Security for the Bonds; and,

(b) It is not payable from any account of the Tax Increment Fund except the Subordinate Indebtedness Account.

Section 6. Amendment of Resolution.

6.1. **Amendment without Bondowner Consent.** The Agency may amend the Resolution without the consent of the Bank or any other bondowners for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in the Resolution;

(b) To add to the covenants and agreements of the Agency in the Resolution, other covenants and agreements to be observed by the Agency which are not contrary to or inconsistent with the Resolution as theretofore in effect;

(c) To authorize issuance of Bonds or Subordinate Indebtedness;

(d) To modify, amend or supplement the Resolution to qualify the Resolution under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of any Bonds for sale under the securities laws of any of the states of the United States of America;

(e) To confirm, as further assurance, any security interest or pledge created under the Resolution; or

(f) To modify any of the provisions of the Resolution in any other respect whatever, as long as the modification shall take effect only after all Bonds which are Outstanding at the time of the modification cease to be Outstanding.

6.2. **Amendment with Bondowner Consent.** Except as provided above in Section 6.1 and below in this Section 6.2, the Resolution may be amended only upon consent of owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding. Any amendment pursuant to this Section 6.2 shall require the prior written consent of the Bank (which shall not be unreasonably withheld) if the Bank owns at least $500,000.00 in principal amount of Bonds, and no amendment shall be valid without the consent of bondowners of 100 percent of the aggregate principal amount of the affected, Bonds Outstanding which:

(a) Extends the maturity of any Bond, reduces the rate of interest upon any Bond, extends the time of payment of interest on any Bond, reduces the amount of principal payable on any Bond, or reduces any premium payable on any Bond, without the consent of the affected bondowner; or,

(b) Reduces the percent of bondowners required to approve amendments to the Resolution.

Section 7. Default and Remedies.

7.1. The occurrence of one or more of the following shall constitute an Event of Default:

(a) Failure by the Agency to pay Bond principal, interest or premium when due (whether at maturity, or upon redemption after a Bond has been properly called for redemption);

(b) Failure by the Agency to observe and perform any covenant, condition, or agreement which the Resolution or the Series 2007 Purchase Agreement requires the Agency to observe or perform for the benefit of owners of Bonds, which failure continues for a period of 30 days after the Bank has made written demand on the Agency to cure such failure; or

(c) A material misrepresentation by the Agency in the Series 2007 Purchase Agreement, the Series 2007 Bond, the Outstanding Bonds or the purchase agreement with the Bank for the Outstanding Bonds.

7.2. Upon the occurrence and continuance of any Event of Default hereunder, the Bank may take whatever action may appear necessary or desirable to enforce or to protect any of the Bank's rights, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in the Resolution or in aid of the exercise of any power granted in the Resolution or for the enforcement of any other legal or equitable right vested in the Bank by the Resolution or by law. However, the Series 2007 Bond is not subject to acceleration.

7.3. Upon the occurrence of an Event of Default the Bank may increase the rate of interest on the Series 2007 Bond to the Default Rate, as defined in the Series 2007 Purchase Agreement. If the Agency subsequently cures the Events of Default which were the grounds for increasing the

rate of interest on the Series 2007 Bond to the Default Rate, then the rate of interest on the Bonds shall automatically decrease to the original rate, effective as of the date on which all such Events of Default are cured.

7.4. No remedy in the Resolution conferred upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the Bank to exercise any remedy reserved to them, it shall not be necessary to give any notice other than such notice as may be required by the Resolution or by law.

7.5. The Bank may waive any Event of Default with respect to the Series 2007 Bond, but no such waiver shall extend to a subsequent Event of Default. No delay or omission of the Bank to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or to be an acquiescence therein; and every power and remedy given by this section to the Bank may be exercised from time to time and as often as may be deemed expedient by the Bank.

Section 8. Defeasance.

The Agency shall be obligated to pay any Bonds which are defeased in accordance with this Section 8 solely from the money and Government Obligations which are deposited in escrow pursuant to this Section 8. Bonds shall be deemed defeased if the Agency:

8.1. irrevocably deposits money or noncallable Government Obligations in escrow with an independent trustee or escrow agent which are calculated to be sufficient without reinvestment for the payment of Bonds which are to be defeased; and,

8.2. files with the escrow agent or trustee an opinion from a Qualified Consultant to the effect that the money and the principal and interest to be received from the Government Obligations are calculated to be sufficient, without further reinvestment, to pay the defeased Bonds when due.

Section 9. The Series 2007 Bond.

9.1. Authorization. The Agency hereby authorizes the sale and delivery of the Series 2007 Bond in accordance with the Resolution to finance urban renewal projects in the Area and to pay costs of issuing the Series 2007 Bond. The principal amount of the Series 2007 Bond shall not exceed Five Million Dollars ($5,000,000).

9.2. Delegation. The Agency Official may, on behalf of the Agency:

(a) Negotiate the sale of the Series 2007 Bond with the Bank and enter into the Series 2007 Bond Purchase Agreement.

(b) Participate in the preparation of, authorize the distribution of, and deem final any disclosure documents that are required for the Series 2007 Bond.

(c) Enter into additional covenants and provisions which the Agency Official determines are desirable to sell the Series 2007 Bond on favorable terms.

(d) Establish the final principal amounts, maturity schedules, interest rates, sale prices, redemption terms, payment terms and dates of the Series 2007 Bond.

(e) Designate the Series 2007 Bond as a "qualified tax-exempt obligation" under Section 265(b) of the Code.

(f) Issue, sell and deliver the Series 2007 Bond.

(g) Execute any documents and take any other action which the Agency Official finds is desirable to carry out the Resolution.

9.3. Form. The Series 2007 Bond shall be in the form prescribed by the Agency Official. The Series 2007 Bond shall be executed on behalf of the Agency with the facsimile signatures of the Chair and Secretary of the Agency. Each bond shall contain the following paragraph:

THIS BOND IS NOT A GENERAL OBLIGATION OF THE CITY OF LINCOLN CITY OR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, AND IS NOT PAYABLE FROM ANY FUNDS OF THE CITY OF LINCOLN CITY OR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY EXCEPT THE SECURITY, AS DEFINED AND PROVIDED IN THE RESOLUTION AUTHORIZING THIS BOND. THIS BOND DOES NOT CONSTITUTE A DEBT OR INDEBTEDNESS OF THE CITY OF LINCOLN CITY, THE STATE OF OREGON, OR ANY POLITICAL SUBDIVISION THEREOF EXCEPT THE AGENCY.

9.4. Tax Covenants. The Agency covenants not to take any action, or omit to take any action, if the taking or omitting would cause interest on the Series 2007 Bond to become includable in gross income under the Code. The Agency Official may, on behalf of the Agency, enter into additional covenants to protect the tax-exempt status of the Series 2007 Bond.

ADOPTED this 8th day of January, 2007.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY _____
Authorized Officer

ATTEST:

_____
CATHY STEERE, City Recorder

RESOLUTION NO. UR 2007-02

A RESOLUTION OF THE LINCOLN CITY URBAN RENEWAL AGENCY APPROVING THE ACQUISITION OF PROPERTY IDENTIFIED AS 7-11-27 BA TAX LOTS 11200 & 11202 LOCATED AT 3313 SW HIGHWAY 101 IN THE NELSCOTT DISTRICT FOR THE PURPOSE OF REDEVELOPMENT AND IMPLEMENTATION OF THE NELSCOTT COMMUNITY VISION PLAN AS IDENTIFIED IN SECTION 600 OF THE YEAR 2000 URBAN RENEWAL PLAN

WHEREAS, the a goal of the Lincoln City Urban Renewal Agency is to assist placing blighted properties in productive condition and utilized at their highest and best use; and

WHEREAS, the Agency goal for business and tourist related properties are to encourage expansion and development of business that will produce jobs for the people of Lincoln City; and

WHEREAS, the Agency shall install street furnishings, lighting fixtures, walking surfaces and landscaping; and

WHEREAS, the Nelscott Community Vision Plan identified projects for to enhance and improve the pedestrian use of this property;

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN CITY URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. The recitals of this resolution are adopted as additional findings and incorporated herein in this section as if fully set forth.

Section 2. Projects anticipated for this parcel include future redevelopment and implementation of the Nelscott Community Vision Plan.

Section 3. Agency approves proposed acquisition of property as described in Exhibit A, attached hereto and incorporated by reference herein as if fully set forth.

Section 4. The Urban Renewal Agency directs staff to take any action necessary to implement this resolution. The City Manager of Lincoln City is authorized to sign the

agreement as shown in Exhibit A and to accept the property on behalf of the Urban Renewal Agency.

Section 5. This resolution shall be deemed a minor amendment to the Year 2000 Urban Renewal Plan and a copy shall be placed in part 2 of the Plan.

Section 6. This resolution shall be effective as of the date of adoption.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 12th day of March, 2007.

Rick Brissette, Chair

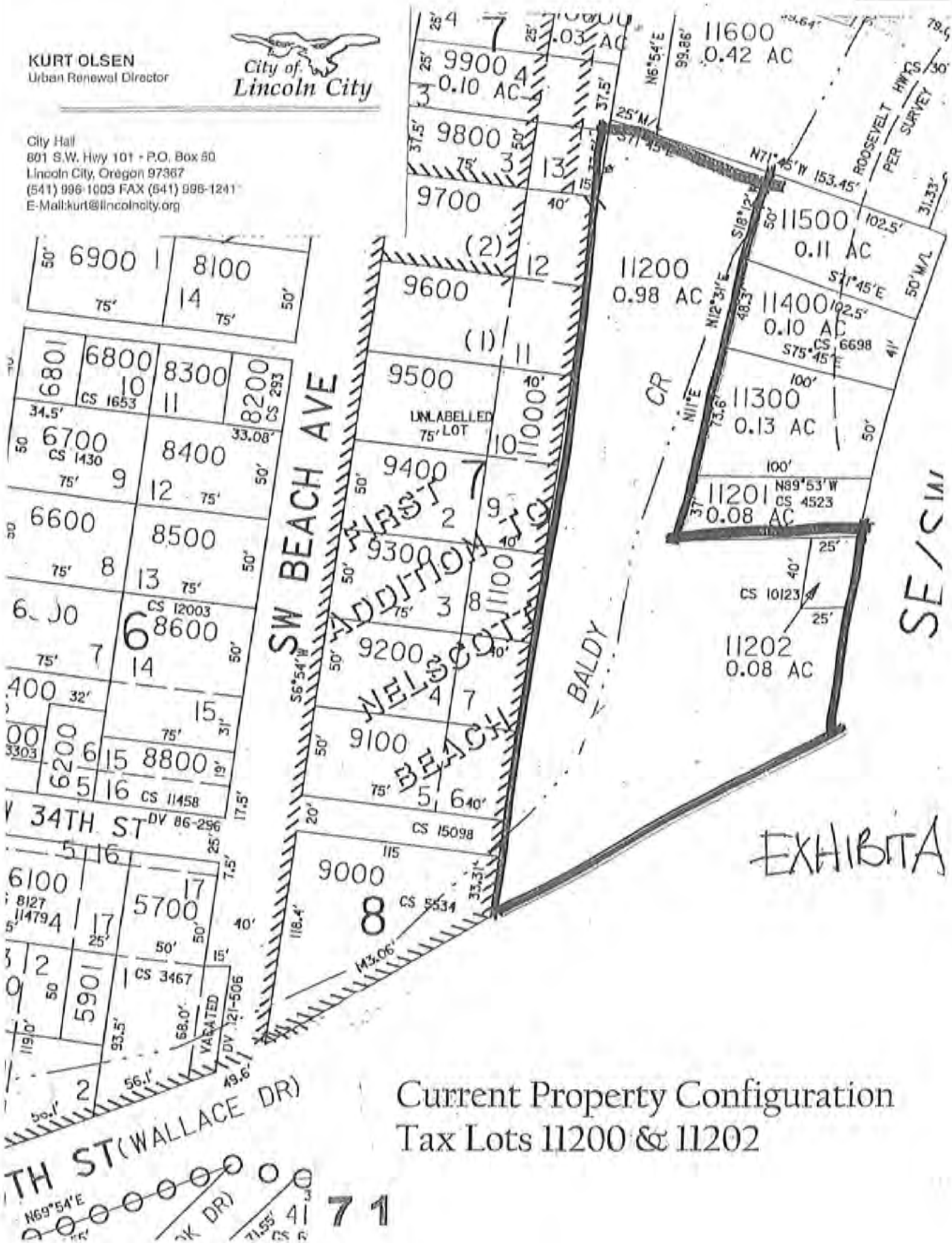
ATTEST:

Cathy Steere, City Recorder

KURT OLSEN
Urban Renewal Director

City of Lincoln City

City Hall
801 S.W. Hwy 101 - P.O. Box 50
Lincoln City, Oregon 97367
(541) 996-1003 FAX (541) 996-1241
E-Mail:kurt@lincolncity.org



Current Property Configuration
Tax Lots 11200 & 11202

EXHIBIT A

AGREEMENT FOR SALE OF REAL PROPERTY BETWEEN LINCOLN CITY URBAN RENEWAL AGENCY – DIMITRI and RUFINA KOSHUBA

This Agreement for Sale of Real Property (Agreement) is made and entered into as of the ____day of _____2007, by and between the Lincoln City Urban Renewal Agency, Oregon (Purchaser) and Dimitri and Rufina Koshuba (Seller).

Recitals

WHEREAS, Seller owns certain unimproved land identified as Lincoln County Assessor's Map No. 7-11-27 BA, Tax Lots 11200 and 11202 in the City of Lincoln City, County of Lincoln, State of Oregon,

WHEREAS, Seller desires to sell these two parcels of land more particularly described as set out in Exhibit A (Property) and Purchaser desires to purchase the Property; and

WHEREAS, Purchaser is an urban renewal agency, a unit of local government of the State of Oregon; and

WHEREAS, Seller is willing to sell the Property to the Agency for $285,000 dollars.

NOW, THEREFORE, in consideration of the covenants herein set forth and payments to be made as herein specified, it is mutually agreed by the parties hereto as follows:

1. Consideration. The price for which Seller agrees to sell the Property to Purchaser and which the Purchaser agrees to pay to Seller, subject to the terms hereof, is $285,000.

2. Title. The Property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, and reservations in patents, herein referred to collectively as "Permitted Encumbrances." If by the closing date the Seller has failed to cause all liens and encumbrances, other than Permitted Encumbrances, to be removed or cured, Purchaser shall have the right either to:

(a) Purchase the Property subject to such "Additional Encumbrances" not removed or cured; or

(b) Terminate this Agreement.

3. Property Included. Seller shall leave on the premises, as part of the Property purchased, any shrubs, plants, and trees.

4. Purchaser Representations. Purchaser makes the following representations:

(a) Purchaser has all requisite authority and power to enter into this Agreement; and

(b) Neither Purchaser's execution of this Agreement nor its taking any of the actions contemplated hereunder will violate any City, County, State, or Federal codes, ordinances, or other regulations.

5. Seller Representations. Seller makes the following representations:

(a) Seller has full power and authority to enter into this Agreement and, at closing, will have full power and authority to sell, transfer, and convey all right, title, and interest in and to the Property in accord with this Agreement;

(b) Seller is not a "foreign person" and is not otherwise subject to back-up withholding of tax under Section 1445 of the Internal Revenue Code;

(c) Within Seller's knowledge, there is no suit, action, arbitration, or legal, administrative, or other proceeding or inquiry pending or threatened against the Property or pending or threatened against Seller which could affect Seller's title to the Property, affect the value of the Property, or subject an owner of the Property to liability;

(d) Within Seller's knowledge, there are no:

(i) Private rights which will result in the creation of any liens upon the Property securing an obligation to pay money;

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation which would affect the Property or any portion thereof;

(iii) Actual or impending mechanics liens against the Property or any portion thereof; or

(iv) Notices or other information giving Seller reason to believe that any conditions existing on the Property or in the vicinity of the Property or in ground or surface waters associated with the Property may have a material affect on the value of the Property or subject the owner of the Property to potential liabilities under environmental laws;

(e) There is no lease, license, permit, option, or right of first refusal which affects the Property or any portion thereof which will not be terminated by closing; and

(f) Seller knows of no condition at, on, under, or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or

not in compliance with law, and knows of no production, use, treatment, storage, transportation, or disposal of any hazardous substance on the Property nor any release or threatened release of any hazardous substance, pollutant, or contaminant into, upon, or over the Property or into or upon ground or surface water at the Property. Seller knows of no hazardous substance now or ever being stored on the property in underground tanks, pits, or surface impoundments.

Each of the above representations shall be deemed to have been made as of the close of escrow and shall survive the close of escrow.

If, before the close of escrow, Seller discovers any information or facts that would materially change the foregoing representations, Seller shall immediately give notice to Purchaser of those facts and information. If any of the foregoing representations ceases to be true before the close of escrow, Seller shall be obligated to remedy the problem before the close of escrow. If the problem is not remedied before the closing date, Purchaser or Seller may elect to terminate this Agreement in which case Purchaser shall have no obligation to purchase the Property or Purchaser and Seller mutually may agree to defer the closing date until the problem has been remedied.

5. Closing and Escrow Agent. Upon execution of this Agreement, or as soon thereafter as is reasonably convenient, the parties shall open an escrow with Western Title and Escrow Company. The closing of the sale of the Property by Seller to Purchaser shall take place at the offices of Western Title and Escrow Company, 2015 NW 39th Street, Suite 100, Lincoln City, OR 97367 (telephone: (541) 994-8928), on or before April 30, 2007 or as soon thereafter as is reasonably possible (hereinafter "Closing Date"). The costs of escrow and closing shall be born by Purchaser. Western Title and Escrow Company shall be the "Escrow Agent" hereunder.

6. Closing Conditions. The obligations of the Purchaser hereunder shall be subject to the following conditions:

(a) If Purchaser elects, at its sole expense, to have a Level 1 Environmental Site Assessment conducted for the Property, the Assessment shall not identify any environmental conditions in connection with the Property that result in the Level 1 Assessment recommending, or Purchaser reasonably concluding it is prudent to conduct, further investigatory work in the form of a Level 2 Environmental Site Assessment;

(b) Prior to closing, Purchaser shall have received a title insurance company's report showing its willingness to insure title to the Property; and Purchaser, within 15 days after the closing, shall receive a standard form ALTA owner's title insurance policy in the amount of the purchase price insuring that as of the closing date Purchaser is the Fee Simple owner of the Property subject only to the usual printed exceptions, Permitted Encumbrances, and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof. The cost of providing the title insurance policy shall be born by Purchaser;

(c) Seller, as part of the closing, shall execute a statutory warranty deed conveying to Purchaser the land, subject only to Permitted Encumbrances and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof; and

7. Taxes. Real property taxes due, if any, shall be prorated between Purchaser and Seller as of the Closing Date.

8. Possession. Purchaser shall be entitled to possession immediately on closing.

9. Remedies. Time is of the essence of this Agreement. If Seller fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Seller's obligations, Purchaser shall have the right to either (a) specifically enforce this Agreement or (b) terminate this Agreement, whereupon this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof. If Purchaser fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Purchaser's obligations hereunder, Seller shall have the right to either (a) recover Seller's actual damages (but not consequential damages) or (2) terminate this Agreement, whereupon this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof.

10. Waiver. Any waiver by either party of a breach of this Agreement shall not be construed as a waiver of any other breach of the same provision or of any other provision of this Agreement.

11. Attorney Fees. In the event that any proceeding or arbitration (including any bankruptcy proceeding) shall be brought to enforce, interpret, or rescind this Agreement, the parties agree the losing party shall pay, in addition to the costs and disbursements provided by statute, additional sums of money as a court or arbitrator at trial or upon appeal may adjudge reasonable for the prevailing party's attorney fees.

12. Notices. Any notices which may be required or permitted by the terms of this Agreement shall be given in writing and forwarded by regular United States mail to Purchaser at:

City of Lincoln City
c/o City Manager
P.O. Box 50
Lincoln City, OR 97367

and to Seller at:
Dimitri and Rufina Koshuba
P.O. Box 880
Lincoln City, Oregon 97367

or at such other address or addresses as a party hereafter may designate by written notice in accord with this Paragraph.

13. Execution of Documents. The parties agree to execute all documents required to make this Agreement effective and binding on all of the parties.

14. Sole Agreement. This Agreement constitutes the sole agreement of the parties and may not be amended, modified, or terminated except by written agreement by all of the parties.

15. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, and assigns of each of the parties hereto.

16. Venue for Litigation; Governing Law. The parties agree that any litigation among the parties of disputes arising under this Agreement shall be in the Lincoln County Circuit Court and the appellate courts of the State of Oregon. This Agreement shall be construed according to the laws of the State of Oregon, without regard to conflict of laws provisions.

17. Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

18. Notices Required by Statute.
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS'S RIGHTS, IF ANY UNDER ORS 197.352. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

19. Brokerage Commissions. Both parties acknowledge that there have been no outside brokers, salespersons, finders, or consultants involved in this transaction. Each party, hereinafter referred to for purposes of this paragraph as "Indemnitor," agrees to indemnify and hold harmless the other party (the "Indemnitee") from and against any and all commissions or fees incurred by the Indemnitee to any such persons, and any

associated costs, including, without limitation, attorneys' fees, arising out of the actions of the Indemnitor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PURCHASER: CITY OF LINCOLN CITY, OREGON

By:_____Date: _____, 2006.
David Hawker, City Manager

SELLER: DIMITRI KOSHUBA

By:_____Date: _____, 2006.

Title: _____

SELLER: RUFINA KOSHUBA

By:_____Date: _____, 2006.

Title: _____

EXHIBIT A

Beginning at the intersection of the North line of Wallace Drive and the East line of Block 8, FIRST ADDITION TO NELSCOTT BEACH, Lincoln County, Oregon; thence Northeasterly along the North line of said Wallace Drive a distance of 200 feet, more or less, to the Westerly right of way line of the Oregon Coast Highway 101; thence northerly and along the said right of way line a distance of 99.3 feet to the Southeast corner of that certain tract of land conveyed to Bertha Elizabeth Reinart, et vir by deed recorded June 23, 1960 in Book 208, page 617, Deed Records for Lincoln County, Oregon; thence North 89° 53' West 100 feet; thence northerly and parallel to the Westerly line of said Highway 101, a distance of 37 feet to the W.W. Purvis tract described in deed recorded April 12, 1945 in Book 103, page 575, Deed Records for Lincoln County, Oregon; thence North 11° East and along the West line of said Purvis tract 73.6 feet to the Southwest corner of the R.E. Scott tract described in deed recorded November 4, 1941 in Book 89, page 311, Deed Records for Lincoln County, Oregon; thence North 12° 31' East and along the West line of said Scott tract, 48.3 feet to the Southwest corner of the J.W. Mitchell's tract described in deed recorded April 24, 1944 in Book 98, page 141, Deed Records for Lincoln County, Oregon; thence North 18° 12' East, 50 feet to the Northwest corner thereof; thence North 71° 45' West, a distance of 95.5 feet, more or less, to an intersection with the East line of

EXHIBIT A

Lot 13, Block 7, FIRST ADDITION TO NELSCOTT BEACH; thence Southerly and along the Easterly line of said First Addition to Nelscott Beach to the point of beginning.

URA RESOLUTION 2007-03 NOT USED

RESOLUTION NO. UR 2007-04

A RESOLUTION OF THE LINCOLN CITY URBAN RENEWAL AGENCY APPROVING THE ACQUISITION OF PROPERTY IDENTIFIED AS 7-11-34 AB TAX LOTS 4400 & 4300 LOCATED AT 838 SW 50th STREET AND ADJOINING LOT FOR THE PURPOSE OF REDEVELOPMENT AS IDENTIFIED IN SECTION 600 OF THE URBAN RENEWAL YEAR 2000 DEVELOPMENT PLAN

Recitals

WHEREAS, the goal of the Lincoln city Urban Renewal Agency is to assist placing bighted properties in productive condition and utilized at their highest and best use; and

WHEREAS, the Agency goal for business and tourist related properties are to encourage expansion and development of business that will produce jobs for the people of Lincoln City; and

WHEREAS, the Agency continues to a provide additional off-street parking to accommodate current and future development; and

WHEREAS, the Agency's financial resources are to be leverages to the maximum extent with other public and private investment; and

WHEREAS, the Taft Redevelopment Plan identified projects to enhance and improve the economic vitality of the Taft District;

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN CITY URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. The recitals of this resolution are adopted as additional findings and incorporated herein in this section as if fully set forth.

Section 2. Projects anticipated for this property include future mixed-use redevelopment and public parking in support of the Taft Redevelopment Plan.

Section 3. Agency approves proposed acquisition of property as described in Exhibit A, attached hereto and incorporated by reference herein as if fully set forth.

Section 4. The Urban Renewal Agency directs staff to take any action necessary to implement this resolution. The City Manager of Lincoln City is authorized to sign the agreement as shown in Exhibit A and to accept the property on behalf of the Urban Renewal Agency.

Section 5. This resolution shall be deemed a minor amendment to the Urban Renewal Year 2000 Development Plan

Section 6. This resolution shall be effective as of the date of adoption.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this day of May 14, 2007.

Rick Brissette, Chair

ATTEST:

Cathy Steere, City Recorder

EXHIBIT A

AGREEMENT FOR SALE OF REAL PROPERTY BETWEEN LINCOLN CITY URBAN RENEWAL AGENCY and DOROTHY M. SANDERS, TRUSTEE OF THE DOROTHY SANDERS TRUST

This Agreement for Sale of Real Property (Agreement) is made and entered into as of the ____day of _____2007, by and between the Lincoln City Urban Renewal Agency, Oregon ("Agency"),Purchaser, and Dorothy M. Sanders, Trustee of the Dorothy Sanders Trust ("Trust"), Seller.

Recitals

WHEREAS, Seller owns certain improved and unimproved land identified as Lincoln County Assessor's Map No. 7-11-34 AB, Tax Lots 4400 and 4300 in the City of Lincoln City, County of Lincoln, State of Oregon, more commonly referred to as 833 and 838 SW 50th Street, and

WHEREAS, Seller desires to sell the two parcels of land more particularly described as set out in Exhibit A (Property) and Purchaser desires to purchase the Property; and

WHEREAS, Purchaser is an urban renewal agency, a unit of local government of the State of Oregon; and

WHEREAS, Seller is willing to sell the Property to the Agency for $500,000 dollars.

NOW, THEREFORE, in consideration of the covenants herein set forth and payments to be made as herein specified, it is mutually agreed by the parties hereto as follows:

1. Consideration. The price for which Seller agrees to sell the Property to Purchaser and which the Purchaser agrees to pay to Seller, subject to the terms hereof, is $500,000.

2. Title. The Property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, and reservations in patents, herein referred to collectively as "Permitted Encumbrances." If by the closing date the Seller has failed to cause all liens and encumbrances, other than Permitted Encumbrances, to be removed or cured, Purchaser shall have the right either to:

(a) Purchase the Property subject to such "Additional Encumbrances" not removed or cured; or

(b) Terminate this Agreement.

3. Property Included. Seller shall leave on the premises, as part of the Property purchased, any shrubs, plants, and trees.

4. Purchaser Representations. Purchaser makes the following representations:

(a) Purchaser has all requisite authority and power to enter into this Agreement; and

(b) Neither Purchaser's execution of this Agreement nor its taking any of the actions contemplated hereunder will violate any City, County, State, or Federal codes, ordinances, or other regulations.

5. Seller Representations. Seller makes the following representations:

(a) Seller has full power and authority to enter into this Agreement and, at closing, will have full power and authority to sell, transfer, and convey all right, title, and interest in and to the Property in accord with this Agreement;

(b) Seller is not a "foreign person" and is not otherwise subject to back-up withholding of tax under Section 1445 of the Internal Revenue Code;

(c) Within Seller's knowledge, there is no suit, action, arbitration, or legal, administrative, or other proceeding or inquiry pending or threatened against the Property or pending or threatened against Seller which could affect Seller's title to the Property, affect the value of the Property, or subject an owner of the Property to liability;

(d) Within Seller's knowledge, there are no:

(i) Private rights which will result in the creation of any liens upon the Property securing an obligation to pay money;

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation which would affect the Property or any portion thereof;

(iii) Actual or impending mechanics liens against the Property or any portion thereof; or

(iv) Notices or other information giving Seller reason to believe that any conditions existing on the Property or in the vicinity of the Property or in ground or surface waters associated with the Property may have a material affect on the value of the Property or subject the owner of the Property to potential liabilities under environmental laws;

(e) There is no lease, license, permit, option, or right of first refusal which affects the Property or any portion thereof which will not be terminated by closing; and

(f) Seller knows of no condition at, on, under, or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and knows of no production, use, treatment, storage, transportation, or disposal of any hazardous substance on the Property nor any release or threatened release of any hazardous substance, pollutant, or contaminant into, upon, or over the Property or into or upon ground or surface water at the Property. Seller knows of no hazardous substance now or ever being stored on the property in underground tanks, pits, or surface impoundments.

Each of the above representations shall be deemed to have been made as of the close of escrow and shall survive the close of escrow.

If, before the close of escrow, Seller discovers any information or facts that would materially change the foregoing representations, Seller shall immediately give notice to Purchaser of those facts and information. If any of the foregoing representations ceases to be true before the close of escrow, Seller shall be obligated to remedy the problem before the close of escrow. If the problem is not remedied before the closing date, Purchaser or Seller may elect to terminate this Agreement in which case Purchaser shall have no obligation to purchase the Property or Purchaser and Seller mutually may agree to defer the closing date until the problem has been remedied.

5. Closing and Escrow Agent. Upon execution of this Agreement, or as soon thereafter as is reasonably convenient, the parties shall open an escrow with Western Title and Escrow Company. The closing of the sale of the Property by Seller to Purchaser shall take place at the offices of Western Title and Escrow Company, 2015 NW 39th Street, Suite 100, Lincoln City, OR 97367 (telephone: (541) 994-8928), on or before July 15, 2007 or as soon thereafter as is reasonably possible (hereinafter "Closing Date"). The costs of escrow and closing shall be born by Purchaser. Western Title and Escrow Company shall be the "Escrow Agent" hereunder.

6. Closing Conditions. The obligations of the Purchaser hereunder shall be subject to the following conditions:

(a) If Purchaser elects, at its sole expense, to have a Level 1 Environmental Site Assessment conducted for the Property, the Assessment shall not identify any environmental conditions in connection with the Property that result in the Level 1 Assessment recommending, or Purchaser reasonably concluding it is prudent to conduct, further investigatory work in the form of a Level 2 Environmental Site Assessment;

(b) Prior to closing, Purchaser shall have received a title insurance company's report showing its willingness to insure title to the Property; and Purchaser, within 15 days after the closing, shall receive a standard form ALTA owner's title insurance policy in the amount of the purchase price insuring that as of the closing date Purchaser is the

Fee Simple owner of the Property subject only to the usual printed exceptions, Permitted Encumbrances, and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof. The cost of providing the title insurance policy shall be born by Purchaser;

(c) Seller, as part of the closing, shall execute a statutory warranty deed conveying to Purchaser the land, subject only to Permitted Encumbrances and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof; and

7. Taxes. Real property taxes due, if any, shall be prorated between Purchaser and Seller as of the Closing Date.

8. Possession. Purchaser shall be entitled to possession immediately on closing.

9. Remedies. Time is of the essence of this Agreement. If Seller fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Seller's obligations, Purchaser shall have the right to either (a) specifically enforce this Agreement or (b) terminate this Agreement, whereupon this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof. If Purchaser fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Purchaser's obligations hereunder, Seller shall have the right to either (a) recover Seller's actual damages (but not consequential damages) or (2) terminate this Agreement, whereupon this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof.

10. Waiver. Any waiver by either party of a breach of this Agreement shall not be construed as a waiver of any other breach of the same provision or of any other provision of this Agreement.

11. Attorney Fees. In the event that any proceeding or arbitration (including any bankruptcy proceeding) shall be brought to enforce, interpret, or rescind this Agreement, the parties agree the prevailing party shall be allowed, in addition to the costs and disbursements provided by statute, additional sums of money as a court or arbitrator at trial or upon appeal may adjudge reasonable for the prevailing party's attorney fees.

12. Notices. Any notices which may be required or permitted by the terms of this Agreement shall be given in writing and forwarded by regular United States mail to Purchaser at:

City of Lincoln City
c/o City Manager
P.O. Box 50
Lincoln City, OR 97367

and to Seller at:

Dorothy Sanders Trust
Attn: Clinton Gates
2614 SE Highway 101
Lincoln City, Oregon 97367

or at such other address or addresses as a party hereafter may designate by written notice in accord with this Paragraph.

13. Execution of Documents. The parties agree to execute all documents required to make this Agreement effective and binding on all of the parties.

14. Sole Agreement. This Agreement constitutes the sole agreement of the parties and may not be amended, modified, or terminated except by written agreement by all of the parties.

15. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, and assigns of each of the parties hereto.

16. Venue for Litigation; Governing Law. The parties agree that any litigation among the parties of disputes arising under this Agreement shall be in the Lincoln County Circuit Court and the appellate courts of the State of Oregon. This Agreement shall be construed according to the laws of the State of Oregon, without regard to conflict of laws provisions.

17. Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

18. Notices Required by Statute.
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS' RIGHTS, IF ANY UNDER ORS 197.352. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

19. Brokerage Commissions. Both parties acknowledge that there have been no outside brokers, salespersons, finders, or consultants involved in this transaction. Each party, hereinafter referred to for purposes of this paragraph as "Indemnitor," agrees to indemnify and hold harmless the other party (the "Indemnitee") from and against any and all commissions or fees incurred by the Indemnitee to any such persons, and any associated costs, including, without limitation, attorneys' fees, arising out of the actions of the Indemnitor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PURCHASER: THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

By:_____
David Hawker, City Manager

Date: _____, 2007.

SELLER: DOROTHY SANDERS TRUST

By:_____
Dorothy M. Sanders, Trustee of the Dorothy Sanders Trust

Date: _____, 2007.

EXHIBIT A

Dorothy Sanders Trust –Lincoln City Urban Renewal Agency
832 and 838 SW 50th Street
(Metes and Bounds Description)

A tract of land in Section 34, Township 7 South, Range 11 West of the Willamette Meridian, in Lincoln County, Oregon, being more particularly described as follows, to wit:
Beginning at the Northwest corner of Lot 8, Block 6, TAFT; thence running North along the Northerly extension of the West line of said Lot 8, 25 feet; thence West to the North-South center line of Section 34, Township 7 South, Range 11 West, Willamette Meridian; thence North along said center line to the South line of South 50th Street, formerly Atlantic Street; thence Southeasterly and Easterly along said street to the intersection with the Northerly extension of the East line of Lot 7, Block 6, TAFT; thence South along said extension line to the Northeast corner of said Lot 7; thence West along the North line of Lots 7 and 8, Block 6, TAFT, to the point of beginning.

Western Title & Escrow

The Lincoln County Assessor's Office is in the process of redrawing county maps. The map numbers and tax sheet numbers provided herein may or may not match. The information shown on this sketch is provided without charge and is provided as a courtesy only. It is not intended to show all matters related to the property including but not limited to dimensions, easements, encroachments, or location of boundaries. Western Title & Escrow assumes no liability for any matter related to this sketch. Reference should be made to an accurate survey for additional information.

ORDER #: 21-0034507

MAP: 07-11-34 AB TL 4300, 4400 SCALE: 1" = 100'



RESOLUTION NO. UR 2007-05

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2007-08 in the total of $9,269,889 now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2007, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 172,410
Materials & Services	$ 263,234
Capital Outlay	$3,753,980
Transfers	$
Other Disbursements & Expenses	$ 198,101
TOTAL GENERAL FUND	**$4,387.725**

TAX INCREMENT FUND

Debt Service	$3,115,802
Bond Reserves	$1,300,000
TOTAL TAX INCREMENT FUND	**$4,415,802**

PROPERTY REHABILITATION FUND

Capital Outlay	$ 466,362
TOTAL PROPERTY REHABILITATION FUND	**$ 466,362**

TOTAL APPROPRIATIONS ALL FUNDS	**$9,269,889**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal

Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2007.

The above resolution statements were approved and declared adopted on this 25th day of June 2007.

RICK BRISSETTE, Chair

ATTEST:

CATHY STEERE, City Recorder

ACTUAL FY 2004-05	ACTUAL FY 2005-06	BUDGET FY 2006-07	ACCOUNT NUMBER	ITEM	YE ESTIMATE FY 2006-07	BUDGET PROPOSED	BUDGET APPROVED	FY 2007-08 ADOPTED
				830-000- URBAN RENEWAL AGENCY GENERAL FUND				
				REVENUE				
				MISCELLANEOUS REVENUE				
	107,721		4302080	Land Donation Cultural Center				
	19,200		4601051	Lease Income	27,000	27,000	27,000	27,000
5,759			4601910	Other Revenue	200			
122,021	66,998	150,000	4610001	Interest Allocated	165,600	130,000	130,000	130,000
127,780	193,919	150,000		TOTAL MISCELANEOUS REVENUE	192,800	157,000	157,000	157,000
				OTHER RESOURCES				
5,000,000		4,000,000	4801001	Bond Proceeds	5,000,000			
		1,237,979	4890001	Estimated Beginning Balance		4,230,725	4,230,725	4,230,725
3,056,007	1,984,624		4890010	Beginning Balance	1,187,638			
8,056,007	1,984,624	5,237,979		TOTAL OTHER RESOURCES	6,187,638	4,230,725	4,230,725	4,230,725
8,183,787	2,178,543	5,387,979		**TOTAL RESOURCES**	6,380,438	4,387,725	4,387,725	4,387,725
				EXPENDITURES				
				PERSONAL SERVICES				
96,093	55,111	107,816	6101100	Salaries	92,742	109,692	109,692	109,692
5,013	25,544	17,404	6102001,2	Part-time Employees	12,762	13,045	13,045	13,045
7,819	1,981	1,000	6103012	Overtime		1,000	1,000	1,000
8,053	6,000	9,656	6105011	Fica/Medicare	8,541	9,466	9,466	9,466
1,094	320	1,352	6105012	Worker's Compensation	284	1,383	1,383	1,383
	11,297		6105013	Unemployment Reimbursement	722			
19,756	8,192	34,824	6106011	Insurance Benefits	16,046	21,223	21,223	21,223
553	161	779	6106012,13	Life/Disability Insurance	506	839	839	839
10,591	8,697	18,245	6106014	Retirement	10,640	15,762	15,762	15,762
148,972	117,303	191,086		TOTAL PERSONAL SERVICES	142,341	172,410	172,410	172,410

ACTUAL FY 2004-05	ACTUAL FY 2005-06	BUDGET FY 2006-07	ACCOUNT NUMBER	ITEM	YE ESTIMATE FY 2006-07	BUDGET PROPOSED	BUDGET APPROVED	FY 2007-08 ADOPTED
				830-000- URBAN RENEWAL AGENCY GENERAL FUND				
				MATERIALS & SERVICES				
6,302	50,205	50,000	6201119	Contracted Services/Appraisals	26,100	48,000	48,000	48,000
5,235	4,425	5,000	6201151	Auditing	4,540	5,000	5,000	5,000
143	1,731	5,000	6201152	Legal Services	4,517	5,000	5,000	5,000
2,323	250	25,000	6201154	Engineering (GIS)	25,000	20,000	20,000	20,000
14,845		10,000	6201155	Bond Issuance Costs	15,805			
	287	7,700	6202101	Computer Software	1,449	500	500	500
1,474	1,002	2,000	6203020	Telephone	1,237	2,000	2,000	2,000
1,155	857	2,000	6205001	Legal Notices	799	2,000	2,000	2,000
	532	2,500	6205003	Printing	3,100	4,000	4,000	4,000
538	213	2,000	6206001	Training	1,239	2,000	2,000	2,000
1,368	1,045	3,800	6206002	Conferences & meetings	1,891	3,800	3,800	3,800
70	2,105	3,000	6206003	Travel & Subsistence	1,928	3,000	3,000	3,000
			6206004	Recruitment & Testing	400	1,000	1,000	1,000
375	365	1,500	6206005	Memberships & Dues	1,155	500	500	500
			6206006	Books and Periodicals		300	300	300
103	356	400	6209001	Postage & Shipping	421	600	600	600
2,813	6,178	4,000	6209010	Insurance	6,936	7,000	7,000	7,000
				Minor Project costs:				
2,845	5,632	10,000	6210011	Taft Projects	2,700	4,000	4,000	4,000
2,154	11,502	10,000	6210012	Oceanlake Projects	1,904	4,000	4,000	4,000
3,997	15,747	10,000	6210013	Other Pearls	5,136	5,000	5,000	5,000
	16,758		6210014	Cultural Center (D Lake School)	4,002	5,000	5,000	5,000
			6210015	Nelscott Projects		5,000	5,000	5,000
7,126	7,922	10,000	6211020	Office Equip/Computer Maint	7,511	7,000	7,000	7,000
27	73	1,500	6220001	Stationary Supplies	377	1,500	1,500	1,500
1,033	408	1,200	6221001	Gasoline, Fuel & Oils	385	1,200	1,200	1,200
473	785	500	6221019	Vehicle Maintenance	200	500	500	500
3,285	5,708	5,000	6229001	Supplies	1,975	5,000	5,000	5,000
89,592	92,280	95,000	6299111	Re-imbursement to General Fund	95,000	97,850	97,850	97,850
13,980	14,400	16,975	6299120	Re-imbursement to Lincoln Sq Fund	16,975	17,484	17,484	17,484
6,729		9,200	6299193	Re-imbursement % for Art	4,445	5,000	5,000	5,000
167,975	241,868	293,275		TOTAL MATERIALS & SERVICES	237,129	263,234	263,234	263,234

ACTUAL FY 2004-05	ACTUAL FY 2005-06	BUDGET FY 2006-07	ACCOUNT NUMBER	ITEM	YE ESTIMATE FY 2006-07	BUDGET PROPOSED	BUDGET APPROVED	FY 2007-08 ADOPTED
				830-000- URBAN RENEWAL AGENCY GENERAL FUND				
				CAPITAL OUTLAY				
			6310101	Automobiles				
	1,679	8,000	6320001	Office Equipment	1,577	5,000	5,000	5,000
	1,123	15,000	6320201	Other Equipment	4,675	10,000	10,000	10,000
79,203			6330201	Glass Studio Building				
		100,000	6330205	Bronze Foundry				
258,184	116,384	510,000	6340108	Oceanlake Redevelopment	453,049	250,000	250,000	250,000
		325,000	6340203	Cutler City Sewer Pump Station		375,000	375,000	375,000
			6340207	Parking Lot Construction				
			6340208	Sidewalks				
		120,000	6340226	Canyon Drive Improvements	2,640	120,000	120,000	120,000
		78,000	6340230	BayWalk/SW Jetty				
			6340234	Taft Sewer Pump Station-48th/Jetty	260,000	260,000	260,000	260,000
3,805,349	69,133		6340234	Undergrounding - Oceanlake				
5,066			6340237	Cultural Center (D Lake School)				
199,852	3,900		6340238	Taft District Streets/Parking		40,000	40,000	40,000
	39,024	235,000	6340240	Nelscott Redevelopment-Planning	162,000			
			6340240	Nelscott Redevelopment-Design		495,000	495,000	495,000
		75,000	6340240	Nelscott Intersection-Design				
		325,000	6340240	Nelscott Construction	100,000	360,000	360,000	360,000
		10,000	6340246	SW 51st Construction				
				Watermain Replacement:				
1,429,143	50,491		6340250	Delake - Nelscott - Taft				
5,419			6340255	Central Baywalk (Bridge-52nd)				
			6340260	D River Lake Access	11,302	18,000	18,000	18,000
			6340261	Cutler City Planning		185,000	185,000	185,000
			6340261	Cutler City Construction		120,000	120,000	120,000
			6340262	DeLake Gateway Construction		100,000	100,000	100,000
		35,000	6340401	D River Property Purchase/Park				
		500,000	6340401	Property Acquisition	615,000	1,120,000	1,120,000	1,120,000
		2,207,618	6370400	Reserve Agency Approved Projects		295,980	295,980	295,980
5,762,216	301,734	4,543,618		TOTAL CAPITAL OUTLAY	1,610,243	3,753,980	3,753,980	3,753,980

ACTUAL FY 2004-05	ACTUAL FY 2005-06	BUDGET FY 2006-07	ACCOUNT NUMBER	ITEM	YE ESTIMATE FY 2006-07	BUDGET PROPOSED	BUDGET APPROVED	FY 2007-08 ADOPTED
				630-000- URBAN RENEWAL AGENCY GENERAL FUND				
				TRANSFERS				
100,000	200,000	200,000	6501832	Transfer Property Rehab Program				
100,000	200,000	200,000		TOTAL TRANSFERS				
				OTHER DISBURS & EXPENSE				
	130,000	160,000	6712010	Payments on Contracts Payable	160,000	198,101	198,101	198,101
	130,000	160,000		TOTAL OTHER DISBURS & EXPENSE	160,000	198,101	198,101	198,101
6,199,163	990,905	5,387,979		**TOTAL EXPENDITURES**	2,149,713	4,387,725	4,387,725	4,387,725
1,964,624	1,187,638	0		ENDING BALANCE	4,230,725			

LINCOLN CITY URBAN RENEWAL AGENCY
TAX INCREMENT CALCULATION
FISCAL YEAR 2007-2008

Taxable Assessed Value of the Urban Renewal District 2006-2007	$	163,495,345
	$	-
Net Taxable Assessed Value 2006-2007	$	163,495,345
Estimated Increase in Value 2007-2008		7.00%
Estimated Taxable Assessed Value 2007-2008	$	174,940,019
Estimated Composite Tax Rate	$	15.00
Estimated Tax Increment 2007-2008	$	2,624,100
Less Amount Not to be Collected	$	(183,687)
Estimated Taxes to be Collected	$	2,440,413

LINCOLN CITY URBAN RENEWAL AGENCY
LONG TERM DEBT
BOND AMORTIZATION

FISCAL	LINCOLN CO. SCHOOL		SERIES 2003		SERIES 2004		SERIES 2007		TOTAL PRINCIPAL
YEAR	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST	& INTEREST
2007-08	159,997	38,104	286,794	76,940	467,959	141,153	546,779	301,752	2,019,478
2008-09	185,000	33,304	298,144	65,591	486,960	122,152	663,436	185,095	2,039,682
2009-10	214,998	45,634	309,943	53,792	506,732	102,380	693,113	155,418	2,082,010
2010-11	378,015	31,985	322,209	41,526	527,308	81,804	724,117	124,415	2,231,379
2011-12	244,409	15,591	334,960	28,775	548,718	60,393	756,508	92,024	2,081,378
2012-13	127,581	3,198	348,215	15,519	570,999	38,113	790,347	58,184	1,952,156
2013-14			179,242	2,626	594,183	14,928	825,700	22,631	1,639,510
TOTAL	1,310,000	167,816	2,079,507	284,769	3,702,859	560,923	5,000,000	939,719	14,045,593

ACTUAL FY 2004-05	ACTUAL FY 2005-06	BUDGET FY 2006-07	ACCOUNT NUMBER	ITEM	YE ESTIMATE FY 2006-07	BUDGET PROPOSED	BUDGET APPROVED	FY 2007-08 ADOPTED
				831-000- URBAN RENEWAL AGENCY TAX INCREMENT FUND				
				REVENUE				
				TAXES				
2,152,906	2,209,608	2,312,704	4101010	Current Property Taxes	2,318,142	2,440,413	2,440,413	2,440,413
143,982	102,376	145,000	4101020	Prior Property Taxes	95,000	95,000	95,000	95,000
2,296,888	2,311,984	2,457,704		TOTAL TAXES	2,413,142	2,535,413	2,535,413	2,535,413
				MISCELLANEOUS REVENUE				
33,536	63,454	56,000	4610001	Interest Allocated	94,300	90,000	90,000	90,000
1,372	2,883	3,000	4610002	Interest Direct	4,700	4,000	4,000	4,000
34,908	66,337	59,000		TOTAL MISCELLANEOUS REVENUE	99,000	94,000	94,000	94,000
				OTHER RESOURCES				
		1,495,415	4890001	Estimated Beginning Balance		1,786,389	1,786,389	1,786,389
1,402,248	1,426,370		4890010	Beginning Balance	1,518,282			
1,402,248	1,426,370	1,495,415		TOTAL OTHER RESOURCES	1,518,282	1,786,389	1,786,389	1,786,389
3,734,044	3,804,691	4,012,119		**TOTAL RESOURCES**	4,030,424	4,415,802	4,415,802	4,415,802
				EXPENDITURES				
				DEBT SERVICE				
				INTEREST				
105,938	63,563	21,188	6410201	Interest - Series 2002	21,188			
108,476	98,360	87,858	6410203	Interest - Series 2003	87,858	76,940	76,940	76,940
172,723	176,960	159,413	6410204	Interest - Series 2004	159,413	141,153	141,153	141,153
		88,731	6410205	Interest - Series 2007		301,752	301,752	301,752
				PRINCIPAL				
1,250,000	1,250,000	1,250,000	6450201	Principal - Series 2002	1,250,000			
255,259	265,374	275,877	6450203	Principal - Series 2003	275,877	286,794	286,794	286,794
415,278	432,152	449,699	6450204	Principal - Series 2004	449,699	467,959	467,959	467,959
		226,946	6450205	Principal - Series 2007		546,779	546,779	546,779
		252,407	6450301	Reserve for Future Years		1,294,425	1,294,425	1,294,425
2,307,674	2,286,409	2,812,119		TOTAL DEBT SERVICE	2,244,035	3,115,802	3,115,802	3,115,802

ACTUAL FY 2004-05	ACTUAL FY 2005-06	BUDGET FY 2006-07	ACCOUNT NUMBER	ITEM	YE ESTIMATE FY 2006-07	BUDGET PROPOSED	BUDGET APPROVED	FY 2007-08 ADOPTED
				831-000- URBAN RENEWAL AGENCY TAX INCREMENT FUND				
				BOND RESERVES				
		300,000	6800193	Bond Reserves - Series 2003		300,000	300,000	300,000
		500,000	6800194	Bond Reserves - Series 2004		500,000	500,000	500,000
		400,000		Bond Reserves - Series 2007		500,000	500,000	500,000
		1,200,000		TOTAL BOND RESERVES		1,300,000	1,300,000	1,300,000
2,307,674	2,286,409	4,012,119		**TOTAL EXPENDITURES**	2,244,035	4,415,802	4,415,802	4,415,802
1,426,370	1,518,282			ENDING BALANCE	1,786,389			

ACTUAL FY 2004-05	ACTUAL FY 2005-06	BUDGET FY 2006-07	ACCOUNT NUMBER	ITEM	YE ESTIMATE FY 2006-07	BUDGET PROPOSED	BUDGET APPROVED	FY 2007-08 ADOPTED
				832-000- URBAN RENEWAL AGENCY PROPERTY REHABILITATION FUND				
				REVENUE				
				MISCELLANEOUS REVENUE				
1,386	10,308	16,000	4610001	Interest Allocated	13,500	15,000	15,000	15,000
	2,794		4610002	Interest Direct	4,000	2,000	2,000	2,000
110,150	99,992	130,000	4650004	Loan Repayments	123,447	125,000	125,000	125,000
111,536	113,094	146,000		TOTAL MISCELLANEOUS REVENUE	140,947	142,000	142,000	142,000
				OTHER RESOURCES				
100,000	200,000	200,000	4701833	Transfer from UR General Fund				
		440,013	4890001	Estimated Beginning Balance		324,362	324,362	324,362
113,303	227,513		4890010	Beginning Balance	497,563			
213,303	427,513	640,013		TOTAL OTHER RESOURCES	497,563	324,362	324,362	324,362
324,839	540,607	786,013		**TOTAL RESOURCES**	638,510	466,362	466,362	466,362
				EXPENDITURES				
				CAPITAL OUTLAY				
1,200	2,350	5,000	6340105	Design Consultation				
96,126	40,694	781,013	6370130	Property Rehabilitation	314,148	466,362	466,362	466,362
97,326	43,044	786,013		TOTAL CAPITAL OUTLAY	314,148	466,362	466,362	466,362
97,326	43,044	786,013		**TOTAL EXPENDITURES**	314,148	466,362	466,362	466,362
227,513	497,563			ENDING BALANCE	324,362			

RESOLUTION NO. UR 2007-06

A RESOLUTION OF THE LINCOLN CITY URBAN RENEWAL AGENCY APPROVING THE ACQUISITION OF PROPERTY IDENTIFIED AS 7-11-27 DD TAX LOTS 1002, 1100 & 1200 LOCATED AT 4900 BLOCK SE INLET AVENUE FOR THE PURPOSE OF REDEVELOPMENT AS IDENTIFIED IN SECTION 600 OF THE URBAN RENEWAL YEAR 2000 DEVELOPMENT PLAN

Recitals

WHEREAS, the goal of the Lincoln city Urban Renewal Agency is to assist placing blighted properties in productive condition and utilized at their highest and best use; and

WHEREAS, the Agency goal for business and tourist related properties are to encourage expansion and development of business that will produce jobs for the people of Lincoln City; and

WHEREAS, the Agency continues to provide additional off-street parking to accommodate current and future development; and

WHEREAS, the Agency's financial resources are to be leveraged to the maximum extent with other public and private investment; and

WHEREAS, the Taft Redevelopment Plan identified projects to enhance and improve the economic vitality of the Taft District;

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN CITY URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. The recitals of this resolution are adopted as additional findings and incorporated herein in this section as if fully set forth.

Section 2. Projects anticipated for this property include Off-street parking and possible mixed use redevelopment in support of the Taft Redevelopment Plan.

Section 3. Agency approves proposed acquisition of property described as 7-11-27 DD tax lots 1002, 1100 & 1200 located at 4900 Block SE Inlet Avenue. Exhibit A.

Section 4. The Urban Renewal Agency directs staff to take any action necessary to implement this resolution. The City Manager of Lincoln City is authorized to sign the agreement as shown in Exhibit B and to accept the property on behalf of the Urban Renewal Agency.

Section 5. This resolution shall be deemed a minor amendment to the Urban Renewal Year 2000 Development Plan

Section 6. This resolution shall be effective as of the date of adoption.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 25th day of June, 2007.

Rick Brissette, Chair

ATTEST:

Cathy Steere, City Recorder

EXHIBIT A

7-11-27 DD Tax Lot 1002
(Metes and Bounds Description)

A tract of land being a portion of that land described in Deed recorded May 12, 1995 in Book 299, Page 1079 of the Deed Records of Lincoln County, being in the Southeast quarter of Section 27 and the Northeast quarter of Section 34, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being more particularly described as follows:

Beginning at a 5/8 inch iron rod on the Northerly right of way of Inlet Avenue, from which the most Easterly corner of Lot 4, Block 1 of the First Addition to Taft bears South 39 deg. 39' 26" West 89.97 feet; thence 40.93 feet along the arc of an 80.00 foot radius curve to the left, the chord of which bears South 65 deg. 17' 17" East 40.48 feet to a 5/8 iron rod; thence 24.13 feet along the arc of a 22.00 foot radius curve to the left, the chord of which bears North68 deg. 38' 25" East 22.94 feet to a 5/8 inch iron rod on the Westerly right of way of South Jetty Avenue; thence North 0 deg.00' 00" East 79.42 feet along said right of way to a 5/8 inch iron rod; thence South 39 deg. 22' 02" West 91.65 feet to a 5/8 inch iron rod, the place of beginning. Said tract lying North of that tract described in Warranty Deed to the Lincoln City Urban Renewal Agency recorded May 21, 1999 in Book 381, Page 2407, Film Records.

7-11-27 DD Tax Lot 1100
(Metes and Bounds Description)

Beginning at the most Easterly corner of Lot 7, Block 1 First Addition to Taft, Lincoln County Oregon; running thence North 235.65 feet to the initial point of this tract described as follows: Running thence North 157.1 feet; thence South 39 deg. 32' West 303 feet; thence South 50 deg. 28' East, a distance of 100 feet; thence North 39 deg. 32' East a distance of 181.8 feet to the place of beginning.
EXCEPTING THEREFROM that portion lying within public roads and roadways.
ALSO EXCEPTING: Those portions described in deeds recorded January 30, 1984 in Book 147, Page 834 and recorded March 10, 1987, in Book 179, Page 2192, Microfilm Records of Lincoln County Oregon.

7-11-27 DD Tax Lot 1200
(Metes and Bounds Description)

Beginning at the most Easterly corner of Lot 7, Block 1 First Addition to Taft, Lincoln County Oregon; running thence North 392.75 feet; thence North 50 deg. 28' West a distance of 40 feet to the initial point of this tract, said point being on the Westerly boundary of roadway; running thence north 50 deg. 28' West, a distance of 160 feet; thence south 39 deg. 32' West, a distance of 213 feet to the East boundary of a roadway; thence south 50 deg. 28' East 160 feet to a roadway; thence North 39 deg. 32' East 213 feet to the place of beginning.
EXCEPTING THEREFROM that portion lying within public roads and roadways.

EXHIBIT B

AGREEMENT FOR SALE OF REAL PROPERTY
BETWEEN
LINCOLN CITY URBAN RENEWAL AGENCY – JAMES O'ROAK

This Agreement for Sale of Real Property (Agreement) is made and entered into as of the ____day of _____2007, by and between the Lincoln City Urban Renewal Agency, Oregon (Purchaser) and James O'Roak (Seller).

Recitals

WHEREAS, Seller owns certain improved and unimproved land identified as Lincoln County Assessor's Map No. 7-11-27 DD, Tax Lots 1002, 1100 and 1200 in the City of Lincoln City, County of Lincoln, State of Oregon, located in the 4900 Block SE Inlet Avenue,

WHEREAS, Seller desires to sell these three parcels of land more particularly described as set out in Exhibit A (Property) and Purchaser desires to purchase the Property; and

WHEREAS, Purchaser is an urban renewal agency a unit of local government of the State of Oregon; and

WHEREAS, Seller is willing to sell the Property to the Agency for $400,000 dollars.

NOW, THEREFORE, in consideration of the covenants herein set forth and payments to be made as herein specified, it is mutually agreed by the parties hereto as follows:

1. Consideration. The price for which Seller agrees to sell the Property to Purchaser and which the Purchaser agrees to pay to Seller, subject to the terms hereof, is $400,000.

2. Title. The Property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, and reservations in patents, herein referred to collectively as "Permitted Encumbrances." If by the closing date the Seller has failed to cause all liens and encumbrances, other than Permitted Encumbrances, to be removed or cured, Purchaser shall have the right either to:

(a) Purchase the Property subject to such "Additional Encumbrances" not removed or cured; or

(b) Terminate this Agreement.

3. Property Included. Seller shall leave on the premises, as part of the Property purchased, any shrubs, plants, and trees.

4. Purchaser Representations. Purchaser makes the following representations:

(a) Purchaser has all requisite authority and power to enter into this Agreement; and

(b) Neither Purchaser's execution of this Agreement nor its taking any of the actions contemplated hereunder will violate any City, County, State, or Federal codes, ordinances, or other regulations.

5. Seller Representations. Seller makes the following representations:

(a) Seller has full power and authority to enter into this Agreement and, at closing, will have full power and authority to sell, transfer, and convey all right, title, and interest in and to the Property in accord with this Agreement;

(b) Seller is not a "foreign person" and is not otherwise subject to back-up withholding of tax under Section 1445 of the Internal Revenue Code;

(c) Within Seller's knowledge, there is no suit, action, arbitration, or legal, administrative, or other proceeding or inquiry pending or threatened against the Property or pending or threatened against Seller which could affect Seller's title to the Property, affect the value of the Property, or subject an owner of the Property to liability;

(d) Within Seller's knowledge, there are no:

(i) Private rights which will result in the creation of any liens upon the Property securing an obligation to pay money;

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation which would affect the Property or any portion thereof;

(iii) Actual or impending mechanics liens against the Property or any portion thereof; or

(iv) Notices or other information giving Seller reason to believe that any conditions existing on the Property or in the vicinity of the Property or in ground or surface waters associated with the Property may have a material affect on the value of the Property or subject the owner of the Property to potential liabilities under environmental laws;

(e) There is no lease, license, permit, option, or right of first refusal which affects the Property or any portion thereof which will not be terminated by closing; and

(f) Seller knows of no condition at, on, under, or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and knows of no production, use, treatment, storage, transportation, or disposal of any hazardous substance on the Property nor any release or threatened release of any hazardous substance, pollutant, or contaminant into, upon, or over the Property or into or upon ground or surface water at the Property. Seller knows of no hazardous substance now or ever being stored on the property in underground tanks, pits, or surface impoundments.

Each of the above representations shall be deemed to have been made as of the close of escrow and shall survive the close of escrow.

If, before the close of escrow, Seller discovers any information or facts that would materially change the foregoing representations, Seller shall immediately give notice to Purchaser of those facts and information. If any of the foregoing representations ceases to be true before the close of escrow, Seller shall be obligated to remedy the problem before the close of escrow. If the problem is not remedied before the closing date, Purchaser or Seller may elect to terminate this Agreement in which case Purchaser shall have no obligation to purchase the Property or Purchaser and Seller mutually may agree to defer the closing date until the problem has been remedied.

5. Closing and Escrow Agent. Upon execution of this Agreement, or as soon thereafter as is reasonably convenient, the parties shall open an escrow with Western Title and Escrow Company. The closing of the sale of the Property by Seller to Purchaser shall take place at the offices of Western Title and Escrow Company, 2015 NW 39th Street, Suite 100, Lincoln City, OR 97367 (telephone: (541) 994-8928), on or before July 30, 2007 or as soon thereafter as is reasonably possible (hereinafter "Closing Date"). The costs of escrow and closing shall be born by Purchaser. Western Title and Escrow Company shall be the "Escrow Agent" hereunder.

6. Closing Conditions. The obligations of the Purchaser hereunder shall be subject to the following conditions:

(a) If Purchaser elects, at its sole expense, to have a Level 1 Environmental Site Assessment conducted for the Property, the Assessment shall not identify any environmental conditions in connection with the Property that result in the Level 1 Assessment recommending, or Purchaser reasonably concluding it is prudent to conduct, further investigatory work in the form of a Level 2 Environmental Site Assessment;

(b) Prior to closing, Purchaser shall have received a title insurance company's report showing its willingness to insure title to the Property; and Purchaser, within 15 days after the closing, shall receive a standard form ALTA owner's title insurance policy in the amount of the purchase price insuring that as of the closing date Purchaser is the Fee Simple owner of the Property subject only to the usual printed exceptions, Permitted Encumbrances, and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof. The cost of providing the title insurance policy shall be born by Purchaser;

(c) Seller, as part of the closing, shall execute a statutory warranty deed conveying to Purchaser the land, subject only to Permitted Encumbrances and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof; and

7. Taxes. Real property taxes due, if any, shall be prorated between Purchaser and Seller as of the Closing Date.

8. Possession. Purchaser shall be entitled to possession immediately on closing.

9. Remedies. Time is of the essence of this Agreement. If Seller fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Seller's obligations, Purchaser shall have the right to either (a) specifically enforce this Agreement or (b) terminate this Agreement, whereupon this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof. If Purchaser fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Purchaser's obligations hereunder, Seller shall have the right to either (a) recover Seller's actual damages (but not consequential damages) or (2) terminate this Agreement, whereupon this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof.

10. Waiver. Any waiver by either party of a breach of this Agreement shall not be construed as a waiver of any other breach of the same provision or of any other provision of this Agreement.

11. Attorney Fees. In the event that any proceeding or arbitration (including any bankruptcy proceeding) shall be brought to enforce, interpret, or rescind this Agreement, the parties agree the losing party shall pay, in addition to the costs and disbursements provided by statute, additional sums of money as a court or arbitrator at trial or upon appeal may adjudge reasonable for the prevailing party's attorney fees.

12. Notices. Any notices which may be required or permitted by the terms of this Agreement shall be given in writing and forwarded by regular United States mail to Purchaser at:

City of Lincoln City
c/o City Manager
P.O. Box 50
Lincoln City, OR 97367

and to Seller at:
James O'Roak
Attn: Dennis Regen, CRS
3891 NW Highway 101
Lincoln City, Oregon 97367

or at such other address or addresses as a party hereafter may designate by written notice in accord with this Paragraph.

13. Execution of Documents. The parties agree to execute all documents required to make this Agreement effective and binding on all of the parties.

14. Sole Agreement. This Agreement constitutes the sole agreement of the parties and may not be amended, modified, or terminated except by written agreement by all of the parties.

15. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, and assigns of each of the parties hereto.

16. Venue for Litigation; Governing Law. The parties agree that any litigation among the parties of disputes arising under this Agreement shall be in the Lincoln County Circuit Court and the appellate courts of the State of Oregon. This Agreement shall be construed according to the laws of the State of Oregon, without regard to conflict of laws provisions.

17. Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

18. Notices Required by Statute.
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS' RIGHTS, IF ANY UNDER ORS 197.352. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

19. Brokerage Commissions. Both parties agree all commissions or fees incurred will be paid by the Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PURCHASER: CITY OF LINCOLN CITY, OREGON

By:_____ Date: _____, 2007.
David Hawker, City Manager

SELLER: JAMES O'ROAK

By:_____ Date: _____, 2007.

Title: _____

EXHIBIT A
James F. O'Roak Parcels

7-11-27 DD Tax Lot 1002
(Metes and Bounds Description)

A tract of land being a portion of that land described in Deed recorded May 12, 1995 in Book 299, Page 1079 of the Deed Records of Lincoln County, being in the Southeast quarter of Section 27 and the Northeast quarter of Section 34, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being more particularly described as follows:

Beginning at a 5/8 inch iron rod on the Northerly right of way of Inlet Avenue, from which the most Easterly corner of Lot 4, Block 1 of the First Addition to Taft bears South 39 deg. 39' 26" West 89.97 feet; thence 40.93 feet along the arc of an 80.00 foot radius curve to the left, the chord of which bears South 65 deg. 17' 17" East 40.48 feet to a 5/8 iron rod; thence 24.13 feet along the arc of a 22.00 foot radius curve to the left, the chord of which bears North68 deg. 38' 25" East 22.94 feet to a 5/8 inch iron rod on the Westerly right of way of South Jetty Avenue; thence North 0 deg.00' 00" East 79.42 feet along said right of way to a 5/8 inch iron rod; thence South 39 deg. 22' 02" West 91.65 feet to a 5/8 inch iron rod, the place of beginning. Said tract lying North of that tract described in Warranty Deed to the Lincoln City Urban Renewal Agency recorded May 21, 1999 in Book 381, Page 2407, Film Records.

7-11-27 DD Tax Lot 1100
(Metes and Bounds Description)

Beginning at the most Easterly corner of Lot 7, Block 1 First Addition to Taft, Lincoln County Oregon; running thence North 235.65 feet to the initial point of this tract described as follows: Running thence North 157.1 feet; thence South 39 deg. 32' West 303 feet; thence South 50 deg. 28' East, a distance of 100 feet; thence North 39 deg. 32' East a distance of 181.8 feet to the place of beginning.
EXCEPTING THEREFROM that portion lying within public roads and roadways.
ALSO EXCEPTING: Those portions described in deeds recorded January 30, 1984 in Book 147, Page 834 and recorded March 10, 1987, in Book 179, Page 2192, Microfilm Records of Lincoln County Oregon.

7-11-27 DD Tax Lot 1200
(Metes and Bounds Description)

Beginning at the most Easterly corner of Lot 7, Block 1 First Addition to Taft, Lincoln County Oregon; running thence North 392.75 feet; thence North 50 deg. 28' West a distance of 40 feet to the initial point of this tract, said point being on the Westerly boundary of roadway; running thence north 50 deg. 28' West, a distance of 160 feet; thence south 39 deg. 32' West, a distance of 213 feet to the East boundary of a roadway; thence south 50 deg. 28' East 160 feet to a roadway; thence North 39 deg. 32' East 213 feet to the place of beginning.
EXCEPTING THEREFROM that portion lying within public roads and roadways.

EXHIBIT III

AGREEMENT FOR SALE OF REAL PROPERTY
BETWEEN
LINCOLN CITY URBAN RENEWAL AGENCY – JAMES O'ROAK

This Agreement for Sale of Real Property (Agreement) is made and entered into as of the ____day of _____2007, by and between the Lincoln City Urban Renewal Agency, Oregon (Purchaser) and James O'Roak (Seller).

Recitals

WHEREAS, Seller owns certain improved and unimproved land identified as Lincoln County Assessor's Map No. 7-11-27 DD, Tax Lots 1002, 1100 and 1200 in the City of Lincoln City, County of Lincoln, State of Oregon, located in the 4900 Block SE Inlet Avenue,

WHEREAS, Seller desires to sell these three parcels of land more particularly described as set out in Exhibit A (Property) and Purchaser desires to purchase the Property; and

WHEREAS, Purchaser is an urban renewal agency a unit of local government of the State of Oregon; and

WHEREAS, Seller is willing to sell the Property to the Agency for $400,000 dollars.

NOW, THEREFORE, in consideration of the covenants herein set forth and payments to be made as herein specified, it is mutually agreed by the parties hereto as follows:

1. Consideration. The price for which Seller agrees to sell the Property to Purchaser and which the Purchaser agrees to pay to Seller, subject to the terms hereof, is $400,000.

2. Title. The Property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, and reservations in patents, herein referred to collectively as "Permitted Encumbrances." If by the closing date the Seller has failed to cause all liens and encumbrances, other than Permitted Encumbrances, to be removed or cured, Purchaser shall have the right either to:

(a) Purchase the Property subject to such "Additional Encumbrances" not removed or cured; or

(b) Terminate this Agreement.

3. Property Included. Seller shall leave on the premises, as part of the Property purchased, any shrubs, plants, and trees.

4. Purchaser Representations. Purchaser makes the following representations:

(a) Purchaser has all requisite authority and power to enter into this Agreement; and

(b) Neither Purchaser's execution of this Agreement nor its taking any of the actions contemplated hereunder will violate any City, County, State, or Federal codes, ordinances, or other regulations.

5. Seller Representations. Seller makes the following representations:

(a) Seller has full power and authority to enter into this Agreement and, at closing, will have full power and authority to sell, transfer, and convey all right, title, and interest in and to the Property in accord with this Agreement;

(b) Seller is not a "foreign person" and is not otherwise subject to back-up withholding of tax under Section 1445 of the Internal Revenue Code;

(c) Within Seller's knowledge, there is no suit, action, arbitration, or legal, administrative, or other proceeding or inquiry pending or threatened against the Property or pending or threatened against Seller which could affect Seller's title to the Property, affect the value of the Property, or subject an owner of the Property to liability;

(d) Within Seller's knowledge, there are no:

(i) Private rights which will result in the creation of any liens upon the Property securing an obligation to pay money;

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation which would affect the Property or any portion thereof;

(iii) Actual or impending mechanics liens against the Property or any portion thereof; or

(iv) Notices or other information giving Seller reason to believe that any conditions existing on the Property or in the vicinity of the Property or in ground or surface waters associated with the Property may have a material affect on the value of the Property or subject the owner of the Property to potential liabilities under environmental laws;

(e) There is no lease, license, permit, option, or right of first refusal which affects the Property or any portion thereof which will not be terminated by closing; and

(f) Seller knows of no condition at, on, under, or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and knows of no production, use, treatment, storage, transportation, or disposal of any hazardous substance on the Property nor any release or threatened release of any hazardous substance, pollutant, or contaminant into, upon, or over the Property or into or upon ground or surface water at the Property. Seller knows of no hazardous substance now or ever being stored on the property in underground tanks, pits, or surface impoundments.

Each of the above representations shall be deemed to have been made as of the close of escrow and shall survive the close of escrow.

If, before the close of escrow, Seller discovers any information or facts that would materially change the foregoing representations, Seller shall immediately give notice to Purchaser of those facts and information. If any of the foregoing representations ceases to be true before the close of escrow, Seller shall be obligated to remedy the problem before the close of escrow. If the problem is not remedied before the closing date, Purchaser or Seller may elect to terminate this Agreement in which case Purchaser shall have no obligation to purchase the Property or Purchaser and Seller mutually may agree to defer the closing date until the problem has been remedied.

5. Closing and Escrow Agent. Upon execution of this Agreement, or as soon thereafter as is reasonably convenient, the parties shall open an escrow with Western Title and Escrow Company. The closing of the sale of the Property by Seller to Purchaser shall take place at the offices of Western Title and Escrow Company, 2015 NW 39th Street, Suite 100, Lincoln City, OR 97367 (telephone: (541) 994-8928), on or before July 30, 2007 or as soon thereafter as is reasonably possible (hereinafter "Closing Date"). The costs of escrow and closing shall be born by Purchaser. Western Title and Escrow Company shall be the "Escrow Agent" hereunder.

6. Closing Conditions. The obligations of the Purchaser hereunder shall be subject to the following conditions:

(a) If Purchaser elects, at its sole expense, to have a Level 1 Environmental Site Assessment conducted for the Property, the Assessment shall not identify any environmental conditions in connection with the Property that result in the Level 1 Assessment recommending, or Purchaser reasonably concluding it is prudent to conduct, further investigatory work in the form of a Level 2 Environmental Site Assessment;

(b) Prior to closing, Purchaser shall have received a title insurance company's report showing its willingness to insure title to the Property; and Purchaser, within 15 days after the closing, shall receive a standard form ALTA owner's title insurance policy in the amount of the purchase price insuring that as of the closing date Purchaser is the Fee Simple owner of the Property subject only to the usual printed exceptions, Permitted Encumbrances, and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof. The cost of providing the title insurance policy shall be born by Purchaser;

(c) Seller, as part of the closing, shall execute a statutory warranty deed conveying to Purchaser the land, subject only to Permitted Encumbrances and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof; and

7. Taxes. Real property taxes due, if any, shall be prorated between Purchaser and Seller as of the Closing Date.

8. Possession. Purchaser shall be entitled to possession immediately on closing.

9. Remedies. Time is of the essence of this Agreement. If Seller fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Seller's obligations, Purchaser shall have the right to either (a) specifically enforce this Agreement or (b) terminate this Agreement, whereupon this Agreement

shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof. If Purchaser fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Purchaser's obligations hereunder, Seller shall have the right to either (a) recover Seller's actual damages (but not consequential damages) or (2) terminate this Agreement, whereupon this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof.

10. Waiver. Any waiver by either party of a breach of this Agreement shall not be construed as a waiver of any other breach of the same provision or of any other provision of this Agreement.

11. Attorney Fees. In the event that any proceeding or arbitration (including any bankruptcy proceeding) shall be brought to enforce, interpret, or rescind this Agreement, the parties agree the losing party shall pay, in addition to the costs and disbursements provided by statute, additional sums of money as a court or arbitrator at trial or upon appeal may adjudge reasonable for the prevailing party's attorney fees.

12. Notices. Any notices which may be required or permitted by the terms of this Agreement shall be given in writing and forwarded by regular United States mail to Purchaser at:

City of Lincoln City
c/o City Manager
P.O. Box 50
Lincoln City, OR 97367

and to Seller at:
James O'Roak
Attn: Dennis Regen, CRS
3891 NW Highway 101
Lincoln City, Oregon 97367

or at such other address or addresses as a party hereafter may designate by written notice in accord with this Paragraph.

13. Execution of Documents. The parties agree to execute all documents required to make this Agreement effective and binding on all of the parties.

14. Sole Agreement. This Agreement constitutes the sole agreement of the parties and may not be amended, modified, or terminated except by written agreement by all of the parties.

15. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, and assigns of each of the parties hereto.

16. Venue for Litigation; Governing Law. The parties agree that any litigation among the parties of disputes arising under this Agreement shall be in the Lincoln County Circuit Court and the appellate courts of the State of Oregon. This Agreement

shall be construed according to the laws of the State of Oregon, without regard to conflict of laws provisions.

17. Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

18. Notices Required by Statute.
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS' RIGHTS, IF ANY UNDER ORS 197.352. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

19. Brokerage Commissions. Both parties agree all commissions or fees incurred will be paid by the Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PURCHASER: CITY OF LINCOLN CITY, OREGON

By:_____Date: _____, 2007.
David Hawker, City Manager

SELLER: JAMES O'ROAK

By:_____Date: _____, 2007.

Title: _____

EXHIBIT A
James F. O'Roak Parcels

7-11-27 DD Tax Lot 1002
(Metes and Bounds Description)

A tract of land being a portion of that land described in Deed recorded May 12, 1995 in Book 299, Page 1079 of the Deed Records of Lincoln County, being in the Southeast quarter of Section 27 and the Northeast quarter of Section 34, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being more particularly described as follows:

Beginning at a 5/8 inch iron rod on the Northerly right of way of Inlet Avenue, from which the most Easterly corner of Lot 4, Block 1 of the First Addition to Taft bears South 39 deg. 39' 26" West 89.97 feet; thence 40.93 feet along the arc of an 80.00 foot radius curve to the left, the chord of which bears South 65 deg. 17' 17" East 40.48 feet to a 5/8 iron rod; thence 24.13 feet along the arc of a 22.00 foot radius curve to the left, the chord of which bears North68 deg. 38' 25" East 22.94 feet to a 5/8 inch iron rod on the Westerly right of way of South Jetty Avenue; thence North 0 deg.00' 00" East 79.42 feet along said right of way to a 5/8 inch iron rod; thence South 39 deg. 22' 02" West 91.65 feet to a 5/8 inch iron rod, the place of beginning. Said tract lying North of that tract described in Warranty Deed to the Lincoln City Urban Renewal Agency recorded May 21, 1999 in Book 381, Page 2407, Film Records.

7-11-27 DD Tax Lot 1100
(Metes and Bounds Description)

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EXCEPTING THEREFROM that portion lying within public roads and roadways.
ALSO EXCEPTING: Those portions described in deeds recorded January 30, 1984 in Book 147, Page 834 and recorded March 10, 1987, in Book 179, Page 2192, Microfilm Records of Lincoln County Oregon.

7-11-27 DD Tax Lot 1200
(Metes and Bounds Description)

Beginning at the most Easterly corner of Lot 7, Block 1 First Addition to Taft, Lincoln County Oregon; running thence North 392.75 feet; thence North 50 deg. 28' West a distance of 40 feet to the initial point of this tract, said point being on the Westerly boundary of roadway; running thence north 50 deg. 28' West, a distance of 160 feet; thence south 39 deg. 32' West, a distance of 213 feet to the East boundary of a roadway; thence south 50 deg. 28' East 160 feet to a roadway; thence North 39 deg. 32' East 213 feet to the place of beginning.
EXCEPTING THEREFROM that portion lying within public roads and roadways.

RESOLUTION NO. UR 2007-07

A RESOLUTION OF THE LINCOLN CITY URBAN RENEWAL AGENCY DELEGATING AUTHORITY TO THE STAFF OF THE CITY OF LINCOLN CITY TO IMPLEMENT APPROVED TRANSACTIONS

Recitals

A. Whereas, the Lincoln City Urban Renewal Agency and the City of Lincoln City are separate municipal corporations as provided by law; and

B. Whereas, Lincoln City staff is responsible for implementing real property transactions approved by the City Council of Lincoln City.

C. Signing documents in real property transactions is an administrative function that requires a *de minimis* amount of time.

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN CITY URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. The recitals of this resolution are adopted as additional findings and incorporated herein in this section as if fully set forth.

Section 2. On behalf of the Lincoln City Urban Renewal Agency, the Urban Renewal Agency delegates to the City Manager of Lincoln City the authority to sign documents related to real property transactions approved by the Urban Renewal Agency and in the name of the Urban Renewal Agency. The City Recorder is also authorized to attest any signature or make certifications as may be necessary.

Section 3. This delegated authority involves no use of tax increment funds on behalf of the staff of the City of Lincoln City.

Section 4. This resolution shall be effective as of the date it is adopted.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 13th day of August 2007.

Rick Brissette, Chair

ATTEST:

Cathy Steerg, City Recorder

RESOLUTION NO. UR 2007-08

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY AMENDING THE REHABILITATION LOAN PROGRAM

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City manages a rehabilitation loan program; and

WHEREAS, the loan program was established with a review loan committee of five persons, 3 Agency members and 2 advisory board members; and

WHEREAS, the advisory board has been terminated by Resolution 2006-32;

NOW, THEREFORE, THE URBAN RENEWAL RESOLVES AS FOLLOWS:

The Urban Renewal Rehabilitation Loan Committee shall consist of three members of the Lincoln City Urban Renewal Agency appointed by the chairperson of the Lincoln City Urban Renewal Agency.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 13th day of August, 2007.

RICK BRISSETTE, Chair

ATTEST:

CATHY STEERE, City Recorder

RESOLUTION NO. UR 2007-09

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING A CONTRACT WITH THE STATE OF OREGON ACTING BY AND THROUGH THE STATE BOARD OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF OREGON FOR INTERN SERVICES

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2007-2008 the Agency approved and budgeted for RARE internship program,

WHEREAS, the Agency adopted procedures for public contracts including personal and professional services contracts; and

WHEREAS, URA Resolution No. 2005-03, Section 2.05.090 provides for the City Manager as contracting agent to award a personal services contracts under $75,000 by soliciting at least three prospective contractors, with contracts over that amount to be approved by the Urban Renewal Agency; and

WHEREAS, the contracting agency may also negotiate a contract for personal services with any qualified contractor, considering the factors in section 2.05.090(H).

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the INTERGOVERNMENTAL AGREEMENT No. 902-0708-12, as shown in attached **Exhibit A** hereto and incorporated by reference herein.

2. The Local Contract Review Board accepts the staff recommendation and approves contract for intern services to University of Oregon in the amount of $17,000.

3. This resolution is effective as of the date of adoption.
PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 8th day of October, 2007.

RICK BRISSETTE, Agency Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT No. 902-0708-12

This ORS 190.010 intergovernmental agreement is made by and between **THE CITY OF LINCOLN CITY ACTING AS THE LINCOLN CITY URBAN RENEWAL AGENCY,** hereafter known as the "**CLIENT**" and the State of Oregon acting by and through the State Board of Higher Education on behalf of the University of Oregon, hereinafter "**UNIVERSITY**".

The parties wish to enter into this agreement for the purpose of mutual benefit to the **CLIENT** and the selected student participant, herein referred to as "**PARTICIPANT**".

1. STATEMENT OF SERVICE

The **UNIVERSITY** has received funding from the Corporation for National and Community Service through the Oregon Commission for Voluntary Action and Service, Interagency Agreement No. 902, to support the program entitled "Resource Assistance for Rural Environments" (RARE) which provides cooperative planning and resource assistance to participating rural communities.

The cooperative services requested by the **CLIENT** and provided by the **PARTICIPANT** are under the management and with the guidance of the **UNIVERSITY.** General cooperative services to be provided to the **CLIENT** by the **PARTICIPANT** are identified in Attachment A, Scope of Work, of this agreement.

2. PERIOD OF AGREEMENT

This agreement shall be effective on **October 1, 2007** and shall terminate on **September 30, 2008**, or unless amended. The **CLIENT** and the **PARTICIPANT,** with the help of the **UNIVERSITY,** shall develop the community service program of the **PARTICIPANT**. Periodic adjustments to this program may be made throughout the project period as deemed necessary by the **CLIENT** and with agreement of the **UNIVERSITY** and **PARTICIPANT.**

3. CONSIDERATION

The **CLIENT** agrees to pay the **UNIVERSITY** an amount of **$17,000** in general accordance with the budget (Attachment B - used only for general reference purposes), to fund **CLIENT'S** participation in the services described in 1 above. This project is funded in part with funds from the Corporation for National and Community Service through the Oregon Commission for Voluntary Action and Service and the University of Oregon. The **UNIVERSITY** will invoice the **CLIENT** for 25% of the amount listed above upon execution of this agreement. Subsequent quarterly billings will be invoiced to the **CLIENT** at the start of the 2nd, 3rd, and 4th quarters of the **PARTICIPANT'S** term of community service. All billings are payable within 30 days of receipt of invoice.

The **PARTICIPANT** is not an employee of the **CLIENT** or the **UNIVERSITY,** but is provided employment benefits such as Workers' Compensation and Social Security through the University's payroll system. Therefore, the **CLIENT** is not responsible for any payroll costs over and above the total amount specified in this Interagency Agreement. The **CLIENT** agrees to cover the cost of office and administrative expenses related to the **PARTICIPANT'S** work duties as well as travel expenses incurred in the execution of these duties. The **CLIENT** will provide liability insurance for the **PARTICIPANT** per the volunteer liability insurance of the **CLIENT**

organization. The **CLIENT** will identify an individual to serve as the local supervisor and mentor of the **PARTICIPANT** in compliance with program requirements, subject to the approval of the **UNIVERSITY**.

4. FUNDS AVAILABLE AND AUTHORIZED

The **CLIENT** certifies at the time of signing this agreement that sufficient funds are committed and authorized for expenditure to finance costs of this agreement within its current appropriation or limitation.

If the **CLIENT** is not allotted the funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funding source available to it for such purposes to continue this agreement, this agreement shall automatically terminate at the end of the current fiscal period for which funds have been allocated.

Such termination shall not constitute an event of default under any other provisions of this agreement, but the **CLIENT** shall be obligated to pay its share of all charges incurred through the end of such fiscal period.

The **CLIENT** shall give the **UNIVERSITY** written notice of such non-availability of funds within thirty (30) calendar days after it receives notice of such non-availability.

5. AMENDMENTS

This agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except in writing and signed by both parties to this agreement.

6. TERMINATION

This agreement may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.

The **UNIVERSITY** may terminate this agreement effective upon delivery of written notice to the **CLIENT**, or at such date as may be established by the **UNIVERSITY**, under any of the following conditions:

a) If **UNIVERSITY** funding from federal, state, or other source is not obtained and continued at levels sufficient to allow for the purchase of the specified services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.

b) If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

c) If the work program or work conditions of the **PARTICIPANT** as defined by the **CLIENT** is an inappropriate use of program funds.

d) If UNIVERSITY terminates this agreement under any of the conditions a-c of this section, UNIVERSITY shall be obligated to return to CLIENT any funds paid by CLIENT for prospective services under this Agreement (as required by Section 3) in a pro-rata amount as of the date of termination.

7. ACCESS TO RECORDS

The **UNIVERSITY**, the Secretary of State's Office of the State of Oregon, and the Federal Government if funding for this agreement is from Federal sources, and their duly authorized representatives shall have access to the books, documents, papers, and records of the **CLIENT** which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts.

8. NON-DISCRIMINATION

The **CLIENT** and **UNIVERSITY** agree to comply with all applicable requirements of federal,state, and local civil rights and rehabilitation statutes, rules and regulations.

9. WAIVER

The failure of the **UNIVERSITY** to enforce any provision of this agreement shall not constitute a waiver by the University of that or any other provision of this agreement.

10. KEY PERSONNEL

Communications concerning the work to be performed under this agreement, including invoices, shall be addressed to:

RARE CONTACT
Megan Smith
Program Director
Resource Assistance for Rural Environments
1209 University of Oregon
Eugene, OR 97403-1209
(541) 346-3881

CLIENT CONTACT
Kurt Olsen, Director
Urban Renewal Department
City of Lincoln City
801 SW Highway 101
Lincoln City OR 97367
(541) 996-1207

11. NOTICE AND REPRESENTATIVES

All notices under this Agreement given by either party to the other shall be in writing and submitted to the following individuals, and shall become effective on delivery to the addressee, unless otherwise indicated. Amendments or other changes to this agreement will not be effective unless signed by the **UNIVERSITY and CLIENT** Contracting Officers or an authorized representative.

UNIVERSITY CONTACT

Aedra Reynolds, Manager-Award Administration
Office of Research Services and Administration
5219 University of Oregon
Eugene, OR 97403-5219
Telephone: (541) 346-5131
Fax: (541) 346-5138

CLIENT CONTRACT OFFICER

Kurt Olsen, Director
Lincoln City Urban Renewal
801 SW Highway 101
Lincoln City OR 97367
(541) 996-1207
(541) 996-1241

12. MERGER CLAUSE

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF OREGON. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EACH PARTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

The signatures below indicate acceptance of the terms and conditions of this agreement.

For the **CLIENT**	For the **UNIVERSITY**
Signature_____	Signature_____
Printed Name_____	Printed Name _____
Title_____	Title _____, Office of Research Services and Administration
Date_____	Date_____

ATTACHMENT A

Scope of Work

College-level participants will assist residents of resource-dependent rural communities/counties evaluate their community future, find answers to community questions and assist in the development and implementation of strategies to improve economic and environmental conditions for the community and/or the watershed in which it is located. A **PARTICIPANT** will be assigned to the **CLIENT** to help implement a specified work plan. The work plan is generally described below, to be amended as necessary by representatives of the **CLIENT** and the **UNIVERSITY**:

Project #1: Cutler City District Community Vision Planning & Charrette

a. Community Needs Addressed
Community Vision Plan document created through extensive public process. Clarification of priority and desired improvements and how to utilize Urban Renewal funds in the project area.

b. Project Readiness
The community and city at large are expecting Urban Renewal to conduct this project in Spring of 2008. Advanced planning is crucial to a successful project.

c. RARE Participant, Major Activities & Tasks
In collaboration with Urban Renewal Agency staff, organize, plan and participate in all phases of the Cutler City Community Vision Planning & Charrette. This includes brainstorming, planning and coordinating meetings, events and activities; ordering supplies and marketing materials; community communications; collecting and compiling data/surveys, etc.

d. Expected Outcomes, Products and/or Deliverables
Community Vision Plan document and any marketing materials developed from the Planning & Charrette process (e.g., posters).

e. Skills, Required & Helpful
High level of communication skill (listening, patience with public); positive attitude; creative approach; familiarity with Smart Growth and general planning principles helpful; occasional acceptance of sand between the toes.

f. Community Capacity Building & Long-Range Details
Working to create awareness of positive and constructive public processes; empowering community to participate in various modalities (e.g., meetings, surveys, individual interviews, etc.)

g. Volunteer Recruitment and/or Management
An important and necessary component of the project will involve a 'local team' of citizens who desire a higher degree of participation.

h. Community-Based Organizational Involvement
The project may involve visits to local schools to inform students about public process and visioning, and to obtain their input as they are also part of the community.

Project #2: Feasibility Studies

a. Community Needs Addressed
Determination of which, if any, projects of interest move from concept to design and ultimately construction.

b. Project Readiness
Numerous projects of interest have arisen when considering Urban Renewal in Lincoln City. Feasibility studies of one or more of these potential projects, in assessing their viability and community interest, would lead to an economic and social prioritization of Urban Renewal resource investment.

c. RARE Participant, Major Activities & Tasks
Conduct feasibility study/ies for Urban Renewal project/s of interest to determine appropriate prioritization. This may include conducting background research, comparative analysis, document generation and presentation of findings.

d. Expected Outcomes, Products and/or Deliverables
Written and possibly verbal presentation of feasibility research and/or findings.

e. Skills, Required & Helpful
Resourceful; creative approach; written, verbal, and visual communication skills; knowledge of MS Office; business or marketing background helpful, but not necessary.

f. Community Capacity Building & Long-Range Details
Most of these project concepts are large in scope and would have a substantial impact on the local economy, by bringing jobs to the area and creating more off-season or year-round activities for the local community and tourism.

g. Volunteer Recruitment and/or Management
This project will not involve a volunteer component.

h. Community-Based Organizational Involvement
Community interest surveys may be conducted/incorporated at individual or organizational levels, depending on the project concept.

Project #3: (Pending City Council Action) Lincoln City Sustainability Plan

a. Community Needs Addressed
Environmental, social, and economic improvements to City and Community processes and projects within Lincoln City.

b. Project Readiness
Resolutions going before City Council on June 25th, 2007 [endorse draft Sustainability Plan; establish Community Sustainability Committee; create City Staff Green Team].

c. RARE Participant, Major Activities & Tasks
Assist staff in collecting current City data relating to Sustainability measures, locating and applying for resources to further efforts set forth in the draft plan, creating documents, City webpage and community awareness materials, etc.

d. Expected Outcomes, Products and/or Deliverables
This will be dependent on upcoming City Council action, which will set the pace of workload.

e. Skills, Required & Helpful
Ability to conduct research; tap into network or existing resources applicable to Lincoln City context; background and/or awareness of green/sustainability concepts beneficial; sales and strong presentation skills preferred.

f. Community Capacity Building & Long-Range Details
This project will encompass Community and City operations, maintenance, and procedures; therefore a

strong united foundation through the Sustainability Plan is essential to maintain the momentum of the Plan's mission. (To increase awareness and actions that foster a more sustainable living agenda for residents and visitors to thrive economically, socially and environmentally in Lincoln City).

g. Volunteer Recruitment and/or Management
The Community Sustainability Committee will be comprised of 5 residents appointed by the Mayor; this committee may initially need assistance in meeting organization.

h. Community-Based Organizational Involvement
May or may not be a factor as it's too early to determine.

Project #4: (Pending Approval, July 2007) Smart Growth Implementation Assistance (SGIA) Program

a. Community Needs Addressed
The EPA's SGIA Program for the 'Smart Strings' Project will addresses creating a vision for planning and development in the areas adjacent to the Nelscott District, which was the project area for the most recent Community Vision Plan. This will enhance walkability, livability, alternative transportation, connectivity, etc., ultimately creating benefit and addressing community needs.

b. Project Readiness
This is depended upon EPA approval of Lincoln City's application to participate in the SGIA Program.

c. RARE Participant, Major Activities & Tasks
Support staff in coordination and facilitation of stakeholder, staff and consultant workshops and meetings, including background economic and environmental research, and generating documents, or portions thereof, for review.

d. Expected Outcomes, Products and/or Deliverables
To be determined based on SGIA Program objectives and requirements (www.epa.gov/smartgrowth/sgia.htm).

e. Skills, Required & Helpful
High level of communication skill (listening, patience with public); positive attitude; creative approach; familiarity with Smart Growth and general planning principles helpful.

f. Community Capacity Building & Long-Range Details
Working to create awareness of positive and constructive public processes incorporating Smart Growth principles; empowering community to participate in various modalities (e.g., meetings, surveys, individual interviews, etc.)

g. Volunteer Recruitment and/or Management
To be determined; project team will be multi-disciplinary.

h. Community-Based Organizational Involvement
To be determined.

ATTACHMENT B

Budget
Lincoln City Urban Renewal and
Resource Assistance for Rural Environments

PROPOSED FOR 2007-08

Budget Item	Client	University	Total
Living Allowance	10,000.00	3,750.00	13,750.00
Taxes & Employer costs	800.00	300.00	1,100.00
Health Insurance	1,485.00	-	1,485.00
Staff Support/administration	2,750.00	2,500.00	5,250.00
Operating Supplies	250.00	225.00	475.00
Placement & Orientation	800.00	300.00	1,100.00
Trainings	700.00	400.00	1,100.00
Evaluation	215.00	100.00	315.00
Indirect Cost	-	2,425.00	2,425.00
Total Costs	**17,000.00**	**10,000.00**	**27,000.00**

Budget Notes:

The University of Oregon administers this budget and associated line items. The shaded column represents the expected allocation of the $17,000 provided by the **CLIENT**. **UNIVERSITY** match is provided by funds from the Corporation for National and Community Service through the Oregon Commission for Voluntary Action and Service and the University of Oregon. Support from these funding sources and the **CLIENT** is expected to total $27,000.

LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR 2008-01

A RESOLUTION OF THE URBAN RENEWAL AGENCY AMENDING RESOLUTION NO. 90-01 [AS AMENDED BY RESOLUTION NO. 90-03], AND AGENCY BY-LAWS

WHEREAS, the City Council of the City of Lincoln City, Oregon, pursuant to the provisions of Chapter 457 of the Oregon Revised Statutes, and City ordinance designation, is the duly appointed Urban Renewal Agency of the City of Lincoln City, Oregon.

WHEREAS, in Resolution No. 90-01, the Agency adopted by-laws to govern the conduct and business of the Agency.

WHEREAS, amendments to the by-laws are appropriate to conform procedures of the Agency to current practice.

NOW, THEREFORE, the Urban Renewal Agency of the City of Lincoln City resolves as follows:

Section 1. Resolution No. 90-1 is hereby amended to read as follows:

CITY OF LINCOLN CITY URBAN RENEWAL AGENCY BYLAWS

ARTICLE I - AUTHORITY

Section 1. Name: The name of the Agency shall be the Urban Renewal Agency of the City of Lincoln City, Oregon, hereinafter referred to as "Agency".

Section 2. Office: The administrative office of the Agency shall be the City Manager of the City of Lincoln City, Oregon.

Section 3. Power and Duties of the Agency: The powers and duties of the Agency are provided by Chapter 457 of the Oregon Revised Statutes, (as it exists or as hereafter amended) the Lincoln City Charter, Lincoln City Municipal Code Chapter 2.28.

ARTICLE II - OFFICERS

Section 1. Officers: The officers of the Agency shall be chair, vice chair, and any other officer whom the Agency deems necessary.

Section 2. Chair: The Chair shall be elected by the Agency members and shall preside at all meetings of the Agency. Except as otherwise authorized by resolution of the Agency, the Chair shall sign all contracts, deeds and other instruments made by the Agency. At each meeting, the Chair shall submit such recommendations and information as the Chair may consider proper concerning the business, affairs and policies of the Agency.

Section 3. Vice Chair: The Vice Chair shall be elected by the Agency and shall perform the duties of the Chair in the absence or incapacity of the Chair. In case of resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Agency shall elect a new Chair.

Section 4. Additional Duties: The officers of the Agency shall perform such other duties and functions as may from time to time be required by the Agency by the by-laws or rules and regulations of the Agency.

Section 5. Election or Appointment: The officers of the Agency shall be elected annually by the Agency from among the Agency members at the first regular meeting of the Agency on or after January 1 of each year, and shall hold office for one (1) year or until their successors are elected and qualified.

Section 6. Vacancies: Should the offices of the Chair, or Vice Chair become vacant, the Agency shall elect a successor from its Agency members at the next regular meeting and such election shall be for the unexpired term of such office. "Vacancy" shall be determined as by the City of Lincoln City for vacancy of a City Councilor.

Section 7. Removal: The Chair, or Vice Chair, may be removed from that office at any time by a vote of a majority of the entire Agency.

Section 8. Personnel: The Agency may create such positions and appoint such personnel as it may from time to time find necessary or convenient to perform its duties and obligations at such compensation as may be established by the Agency, which appointments shall continue at the pleasure of the Agency or until resignation. Except as may be provided by contract, agreement, or law, staff of the Agency shall be the staff of the City of Lincoln City, the employer of such staff.

ARTICLE III - MEETINGS

Section 1. Regular Meetings: Regular meetings shall be held at such time and place as may from time to time be determined by resolution of the Agency in conformance with Oregon Public Meetings Law. A regular meeting may be continued, postponed, cancelled or adjourned to a later date by a vote of the majority of the Agency members present and voting and no notice of such adjourned meeting needs to be given to Agency members.

Section 2. Special Meetings: The Chair may, when the Chair deems it expedient, and shall, upon the oral or written request of at least two (2) Agency members, call a special meeting of the Agency to be held at City Hall, unless otherwise specified, for the purpose of transacting any business designated. Notice shall be given to the public in accordance with the Oregon Public Meetings Law. Members shall be notified by telephone at least twenty-four (24) hours before a special meeting. A reasonable attempt to reach the member is sufficient notice, even if actual contact is not made. Presence of any Agency member at any meeting shall be deemed to be a waiver of notice of such meeting. Special meetings may also be held at any time by the unanimous consent of all Agency members.

Section 3. Quorum: A majority of the incumbent members of the Agency shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Except as these by-laws provide otherwise, the express concurrence of a majority of the

members of the Agency voting when a quorum of the Agency is present at the Agency meeting shall be necessary to decide any question before the Agency.

Section 4. Manner of Voting: All questions shall be voted on by affirmation except those involving expenditure of money, in which case a roll call shall be had as provided in Lincoln City Municipal Code 2.04.050.

Section 5. Order of Business: At the regular meetings of the Agency, the following shall be substantially the order of business:

(a) Roll Call

(b) Comments From Citizens Present On Agenda And Non-Agenda Items

(c) Consent Agenda

(d) Special Order of Business

(e) Committee Reports

(f) Public Hearings

(g) Resolutions

(h) Agency Member Comments

(i) Adjournment

Section 6. Roberts Rules: All rules of order not herein provided for shall be determined in accordance with Roberts Rules of Order Newly Revised.

Section 7. Open Meetings: All meetings shall be open to the public, except for a meeting in Executive Session in conformance with the Oregon Public Meetings Law.

ARTICLE IV - PROCEDURES

Section 1. Standing or Special Committees: The establishment of committees shall be by vote of the Agency. The Agency by vote may refer items to standing or special committees for recommendation and report. All committee members shall be appointed by the Chair, subject to

approval by the Agency. The committee member first named shall act as Chair thereof. All committees need not be restricted to Agency members.

Section 2. Authorization of Expenditures: Authorization and approval of the expenditures of money may be made only at a regular meeting or at a special meeting called for that purpose. Provided, that no authorization or approval of expenditures of money may be made at a special meeting unless all Agency members have been advised in advance of said meeting that such authorizing action is intended to be taken or considered.

ARTICLE V - FINANCIAL

Section 1. Custody of Funds: The Finance Director of the City of Lincoln City shall be the ex-officio custodian of the funds of the Agency. Such funds shall be kept separate from the funds of the City. Investment and disbursement of Agency funds shall follow the regular investment and disbursement procedures of the City of Lincoln City by the City Council. The Urban Renewal Agency General Fund is hereby established for deposit of all Agency revenues until otherwise provided by the Agency. Other funds shall be established as needed by resolution of the Agency.

Section 2. Budget: Budget procedures followed for funds of the City of Lincoln City shall also be substantially followed for the fund or funds of the Agency, except that the committee which reviews the budget of the Agency shall consist of the Agency members and seven (7) residents of the City of Lincoln City appointed by the Agency.

Section 3. Audit: An annual audit of the fund or funds of the Agency shall be performed by the auditor of the City of Lincoln City using the same procedures as are used for funds of the City.

ARTICLE VI - AMENDMENTS

Section 1. Amendments to By-Laws: The by-laws of the Agency shall be amended only with the approval of at least four (4) of the Agency members at a regular or special meeting,

but no such amendment shall be adopted unless at least three (3) days written notice thereof has been previously given to all of the Agency members.

This resolution is effective as of the date of its adoption.

PASSED AND ADOPTED this 10th day of March 2008.

RICK BRISSETTE, CHAIR

ATTEST:

CATHY STEERE, CITY RECORDER

RESOLUTION NO. UR 2008-02

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GROUP MACKENZIE FOR SERVICES RELATED TO DESIGN AND ENGINEERING OF THE INLET AVENUE PUBLIC PARKING PROJECT IN THE TAFT DISTRICT

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2007-2008 the Agency approved and budgeted for public improvement projects in the Taft District; and

WHEREAS, the Agency adopted procedures for public contracts including personal and professional services contracts; and

WHEREAS, URA Resolution No. 2005-03, Section 2.05.090 provides for the City Manager as contracting agent to award a personal services contracts under $75,000 by soliciting at least three prospective contractors, with contracts over that amount to be approved by the Urban Renewal Agency; and

WHEREAS, the contracting agency may also negotiate a contract for personal services with any qualified contractor, considering the factors in section 2.05.090(H).

WHEREAS, in 1999, the Urban Renewal Agency completed the Taft Redevelopment Plan which calls for improvements to traffic circulation, pedestrian amenities, public and tourist facilities; and

WHEREAS, the objective of the Inlet Avenue Parking Project is to provide additional public improvements to serve the economic base resulting from urban renewal and private investment.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. Staff solicited requests for proposals and received competitive proposals and quotes for design and engineering of a public parking lot at SE Inlet Avenue in the Urban Renewal District.
2. The work is a public improvements project for construction of a public parking lot, for which the contracted firm will provide design and engineering services.
3. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the competitive proposals.
4. The Local Contract Review Board accepts the staff recommendation and approves an expenditure in the amount of $58,000.00 for personal engineering services to Group Mackenzie.
5. The basis for the award is based upon Group Mackenzie's understanding of the project, design team background, experience with similar projects and sustainable design/engineering.
6. The City Manager is authorized to enter into an agreement to implement this resolution.
7. This resolution is effective as of the date of adoption.
8. PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 14th day of April, 2008.

RICK BRISSETTE, Chair

ATTEST:

CATHY STEERE, City Recorder

RESOLUTION NO. UR 2008-03

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KOCH LANDSCAPE ARCHITECTUE FOR DESIGN AND ENGINEERING SERVICES RELATED TO THE FESTIV15TH STREET PROJECT IN THE OCEANLAKE DISTRICT

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2007-2008 the Agency approved and budgeted for public improvement projects in the OceanLake District; and

WHEREAS, the Agency adopted procedures for public contracts including personal and professional services contracts; and

WHEREAS, URA Resolution No. 2005-03, Section 2.05.090 provides for the City Manager as contracting agent to award a personal services contracts under $75,000 by soliciting at least three prospective contractors, with contracts over that amount to be approved by the Urban Renewal Agency; and

WHEREAS, the contracting agency may also negotiate a contract for personal services with any qualified contractor, considering the factors in section 2.05.090(H).

WHEREAS, in 2001, the Urban Renewal Agency completed the OceanLake Redevelopment Plan which calls for the design/build of NW 15th Street to create a Great Street; and

WHEREAS, the objective of the Festiv15th Street Project is to complete the public improvements to traffic circulation, pedestrian amenities, design guidelines, public and tourist facilities and land-use modifications.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. Staff solicited requests for proposals and received competitive proposals and quotes for design and engineering of a Great Street at NW 15th Street in the Urban Renewal District.

2. The work is a public improvements project for construction of street improvements (to traffic circulation, pedestrian amenities, design guidelines, public and tourist facilities, and land use modifications), for which the contracted firm will provide design and engineering services.
3. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the competitive proposals.
4. The Local Contract Review Board accepts the staff recommendation and approves an award in the amount of $112,509.00.
5. The basis for the award is based upon the firm's understanding of the project, design team background, experience with similar projects and knowledge of sustainable design/engineering methods.
6. The City Manager is authorized to enter into an agreement to implement this resolution.
7. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 14th day of April, 2008.

RICK BRISSETTE, Chair

ATTEST:

CATHY STEERE, City Recorder

RESOLUTION NO. UR 2008-04

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2008-09 in the total of $13,638,804 now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2008, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 187,427
Materials & Services	$ 290,220
Capital Outlay	$6,787,654
Debt Service	$ 218,304
TOTAL GENERAL FUND	**$7,483,605**

TAX INCREMENT FUND

Debt Service	$4,125,615
Bond Reserves	$1,300,000
TOTAL TAX INCREMENT FUND	**$5,425,615**

PROPERTY REHABILITATION FUND

Capital Outlay	$ 459,801
TOTAL PROPERTY REHABILITATION FUND	**$ 459,801**
TOTAL APPROPRIATIONS ALL FUNDS	**$13,369,021**
TOTAL UNAPPROPRIATED AMOUNTS, ALL FUNDS	**$ 269,783**
TOTAL ADOPTED BUDGET	**$13,638,804**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2008.

The above resolution statements were approved and declared adopted on this 23rd day of June 2008.

Rick Brissette

RICK BRISSETTE, Chair

ATTEST:

Cathy Steere

CATHY STEERE, City Recorder

RESOLUTION NO. UR 2008-05

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON IN THE 2008-2009 FISCAL YEAR BUDGET

WHEREAS, the Finance Director has proposed certain budget appropriation transfers within the funds of the 2008-2009 Urban Renewal Agency of the City of Lincoln City; and

WHEREAS, the changes in departmental needs and staffing have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency of the City of Lincoln City; and

WHEREAS, the Urban Renewal Agency of the City of Lincoln City routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth in the attached Exhibit "A"; and

WHEREAS, it appears to the Urban Renewal Agency of the City of Lincoln City that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves that the proposed budget transfers for the Urban Renewal Agency of the City of Lincoln City 2008-2009 Budget are hereby ratified and approved and the Finance Director is hereby authorized and directed to make said appropriation transfers.

This Resolution will become effective upon passage.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 14h day of July 2008.

RICK BRISSETTE, Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

SUMMARY OF BUDGET TRANSFERS

FUND: GENERAL FUND

Resource	Amount	Requirement	Amount
1. Capital Reserve	$ -120,000	1. Storm Drain Construction	$ 120,000
Revised Total Resources	$7,753,388	Revised Total Requirements	$7,753,388

RESOLUTION NO. UR 2008-06

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY TO AWARD A BID TO QUADE COMMERCIAL CONSTRUCTION FOR CONSTRUCTION SERVICES RELATED TO THE SCOTT PLAZA PROJECT IN THE NELSCOTT DISTRICT

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in June 2008 the Agency approved and 2008-2009 budgeted including improvements in the Nelscott District; and

WHEREAS, the Agency adopted procedures for public contracts; and

WHEREAS, the objective of the Scott Plaza project is to provide a public plaza space and enhance the economic development potential of the area businesses

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. By public notice staff solicited requests for proposals and received competitive proposals and quotes for construction of a plaza along the Nelscott Strip in the Urban Renewal District.
2. The work is a public improvements contract for construction of a public plaza for which the contractor will provide construction services.
3. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the competitive proposals, as shown in Staff Report UR071408 attached as Exhibit A hereto and incorporated by reference herein.

4. The Local Contract Review Board accepts the staff recommendation and approves an award of bid for construction to Quade Commercial Construction in the amount of $63,923.00.
5. The basis for the award is most responsive responsible bid and the lowest bid.
6. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 14th day of July, 2008.

RICK BRISSETTE, Chair

ATTEST:

CATHY STEERE, City Recorder

STAFF REPORT
AGENCY MEETING: 7/14/08

ITEM
Scott Plaza – Nelscott – Bid Award

INFORMATION SOURCE
Kurt Olsen, Director

BACKGROUND
Nearly a year ago the Urban Renewal Agency awarded the Scott Plaza project design contract to Cameron McCarthy Gilbert & Scheibe (CMGS), located in Eugene. Contract services are for the design and engineering of an elevated deck that will create an exciting and inviting public space, serve the purpose of outdoor gathering and provide access to future development.

The design drawings have been completed. The 1600sqft elevated plaza will provide important public space for visitors and economic development opportunities for business and property owners. In anticipation of the project, both adjacent property owners are considering new business access on to the plaza.

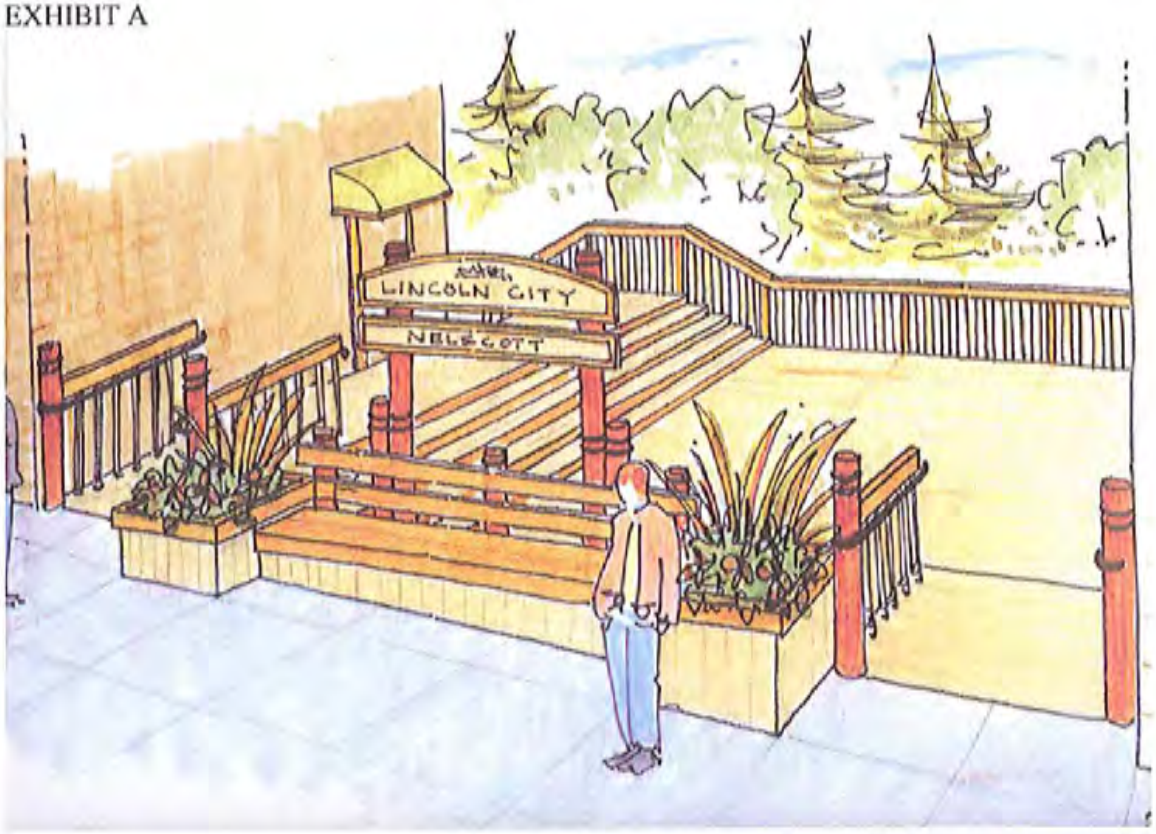
The project was put out to bid and the submitted bids were opened on July 2. Four firms bid on the project with proposals ranging from $169,860 to $63,923. The lowest bid proposal submitted was by Quade Commercial Construction. The designer team's estimated cost for the project was $101,000.

EXHIBITS
Exhibit 'A' Project Design Rendering
Exhibit 'B' Bid Tally Sheet

RECOMMENDATION
Staff recommends awarding the construction contract to Quade Commercial Construction in the amount of $63,923.

ACTION
Adopt Resolution UR 2008-06, awarding the Scott Plaza construction contract to Quade Commercial Construction in the amount of $63,923.

EXHIBIT A



CITY OF LINCOLN CITY SCOTT PLAZA BID OPENING: 7/2/2008

Bid Proposer	MOBILIZATION (10% max.)	EROSION CONTROL MEASURES	TEMPORARY TRAFFIC CONTROL	WOOD DECK CONSTRUCTION	ALL CONCRETE AND PAVING WORK	LANDSCAPE PLANTING	BID TOTAL AMOUNT	COMP.	ADD. #1
Edgewater Custom Homes, Inc.	Basic Bid: $8500	Basic Bid: $2500	Basic Bid: $2000	Basic Bid: $139,360	Basic Bid: $16,000	Basic Bid: $1500	Total Bid: $169,860	X	X
Quade Commercial Construction	Basic Bid: $3770	Basic Bid: $812	Basic Bid: $464	Basic Bid: $42,092	Basic Bid: $16,112	Basic Bid: $673	Total Bid: $63,923	X	X
3 Kings Environmental	Basic Bid: $8095	Basic Bid: $450	Basic Bid: $750	Basic Bid: $61,524.57	Basic Bid: $9660	Basic Bid: $500	Total Bid: $80,979.57	X	X
Frank Construction	Basic Bid: $16,000	Basic Bid: $2000	Basic Bid: $2000	Basic Bid: $131,221	Basic Bid: $10,000	Basic Bid: $2000	Total Bid: $163,221	X	X
TruFrame LLC	* Submited proposal after the 2 pm deadline (2:13 pm). Bid cannot be accepted or considered.*						Total Bid: $129,000		

EXHIBIT B

RESOLUTION NO. UR 2008 - 07

A RESOLUTION OF THE LINCOLN CITY URBAN RENEWAL AGENCY ACCEPTING A DONATION OF LAND FROM THE TRUSTEES OF THE MARALYN J. GERDES LIVING TRUST AND CONVEYING A RELATED EASEMENT AND RESTRICTIVE COVENANT.

WHEREAS, Henry G. Gerdes and Maralyn J. Gerdes, as trustees of the Maralyn J. Gerdes Living Trust, dated June 22, 1988 (the "Trust"), have proposed a donation of land to the Lincoln City Urban Renewal Agency; and

WHEREAS, the Agency has reviewed the proposed conveyance of the land and has determined it is desirable to accept a conveyance of the land for public use and to convey an related easement and restrictive covenant.

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN CITY URBAN RENWAL AGENCY, AS FOLLOWS:

Section 1. The Agency accepts the conveyance of the following described land by the Trust to the Lincoln City Urban Renewal Agency:

> Parcel I: Lots 1 and 2, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon, EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by Deed recorded September 14, 1945, in Book 106, Page 320, Deed Records. Parcel II: Lot 19, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon. SUBJECT TO: The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets, or highways.

Section 2. The Agency approves the Donation Agreement attached hereto and incorporated herein as if fully set forth, including the Deed set forth as Exhibit B, the Easement

Agreement set forth as Exhibit C and the Restrictive Covenant set forth as Exhibit D.

Section 3. The Chair of the Urban Renewal Agency is authorized to sign the conveyance of land, easement agreement, and related documents to complete the transaction, but shall not indicate approval on the instrument conveying the land unless the Agency first has received a satisfactory Level 1 Environmental Site Assessment for the land or the City Manager of the City of Lincoln City has determined it is not necessary or desirable to seek a Level 1 Environmental Site Assessment.

Section 4. This resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 28th day of July 2008.

RICK BRISSETTE, CHAIR

ATTEST:
CATHY STEERE, CITY RECORDER
CITY OF LINCOLN CITY

AGREEMENT TO DONATE AND CONVEY REAL PROPERTY

(Henry G. Gerdes & Maralyn J. Gerdes, Trustees / City of Lincoln City Urban Renewal Agency)

THIS AGREEMENT TO DONATE AND CONVEY REAL PROPERTY (this "Agreement"), dated this _____ day of _____, 2008 (the "Effective Date"), is made between HENRY G. GERDES and MARALYN J. GERDES, as trustees of the MARALYN J. GERDES LIVING TRUST, dated June 22, 1988 ("Donor") and the LINCOLN CITY URBAN RENEWAL AGENCY, the urban renewal agency of the City of Lincoln City, a municipal corporation of the State of Oregon ("Donee").

RECITALS

A. Donor desires to donate and Donee desires to receive that certain real property located in the City of Lincoln City, County of Lincoln, State of Oregon, legally described in the attached Exhibit A (the "Property"), as public property (the "Donation") to be used in conformance with the Gateway Concept for Oceanlake Urban Renewal District. The parties envision the Property will be a public park-like setting, which may include some artistic sculptures or statues.

B. The Property is located in the subdivision plat known as Devil's Lake Park, Block 6, and contains Lots 1, 2, and 19. The lots are adjoining parcels. Lot 19 bears street address 1636 NW 21st Street, Lincoln City, Oregon 97367, and Property I.D. No. R235850. Lots 1 and 2 bear Property I.D. No. R198074 and no street address as of the Effective Date, and are generally located at the intersection of Highway 101 and NW 21st Street.

C. The northwest corner of Lot 1 contains an approximately 7.1 foot by 10.2 foot double-sided sign (the "Sign"). The Sign is not included in the Donation Property. Donor shall retain ownership of the Sign.

D. Donor desires to receive and Donee desires to grant to Donor an easement over that portion of Lot 1 of the Property sufficient to allow Donor to use and maintain the Sign as allowed by law (the "Easement"). The terms of the Easement are contained in the attached Exhibit C.

E. At the time of the Donation, the Property contains a community garden operated by Lincoln City Community Garden, an IRS registered non-profit community organization with EIN 20-4610898 (the "Garden"). The Garden utilizes approximately 1,174 square feet of growing space, comprised of nine 3 x 8 raised growing beds, twelve 4 x 10 raised growing beds, one 4.5 x 12 raised growing bed, one 10 x 10 raised growing bed, and one 18 x 18 raised growing bed. The Garden also contains one port-a-potty and one tool shed. The parties intend for the Garden to remain on the Property following the conveyance of the Donation.

F. Donee desires to declare a restrictive covenant over the Property sufficient to allow the Garden to remain on the Property in the same or expanded scope and condition as of the Effective Date so long as interest in the Lincoln City community in preserving the Garden continues (the "Covenant"). The terms of the Covenant are contained in the attached Exhibit D.

The terms of this Agreement are as follows:

AGREEMENT

1. **Donation and Acceptance.** Donor agrees to donate and convey to Donee, and Donee agrees to accept from Donor, the Donation upon the terms and conditions set forth in this Agreement.

2. **Conveyance.** Donor will convey fee title to the Property (excluding the Sign) to Donee by statutory bargain and sale deed using the form attached hereto in Exhibit B (the "Deed"). Donee shall convey an easement upon the Property to Donor by the Easement Agreement attached hereto in Exhibit C (the "Easement Agreement"). Donee shall subject the Property to a restrictive covenant by the Declaration of Restrictive Covenant attached hereto in Exhibit D (the "Covenant Agreement"). Upon closing, Donee shall simultaneously record the Deed, the Easement Agreement, and the Covenant Agreement in the real property records of Lincoln County, Oregon.

3. **Title Review.** Within five (5) days of the Effective Date of this Agreement, Donee may , at its sole cost and expense, cause a title company of its choice to issue a title report for the Property (the "Title Report"). Donee shall have thirty (30) days from receipt of the Title Report to provide written objections to Donor of any unacceptable encumbrances contained in the Title Report (the "Notice of Objection"), or the Donee shall be deemed to have accepted the condition of title to the Property. Donor shall have ten (10) days from receipt of the Notice of Objection, if any, to provide Donee with assurances that any encumbrances listed in the Notice of Objection will be removed prior to the closing date. If Donor cannot or refuses to cause such encumbrances to be removed as set forth above, either party may terminate this Agreement and this Agreement shall be terminated and neither party shall have any further rights or obligations under it, each to the other.

4. **Environmental Review.** Donee may, at no cost to Donor, order reasonable and appropriate environmental investigations in order to determine whether the Property is acceptable for public use. Donor shall provide access to the Property for Donee's agents and consultants for purposes of such investigation. To the extent permitted by law under the Tort Claims Act and Oregon Constitution, Donee shall indemnify Donor for any harm to it or its agents, employees, or contractors by the inspection or testing of the Property. Donee will provide Donor with copies of any reports prepared to satisfy this condition. If within thirty (30) days of the Effective Date of this Agreement, Donee determines in good faith that the Property is not suitable, Donee may terminate this Agreement and this Agreement shall be terminated and neither party shall have any further rights or obligations under it, each to the other.

5. **Notices.** All notices required or permitted under this Agreement shall be in writing, and shall be deemed given and received upon personal service or deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To Donor:	Hank and Maralyn Gerdes P.O. Box 67 Otis, OR 97368
With a copy to:	Sindy M. Maher, Esq. & JoDee K. Keegan, Esq. Dunn Carney Allen Higgins & Tongue LLP 851 SW 6th, Suite 1500 Portland, OR 97204
To Donee:	Lincoln City Urban Renewal Agency P.O. Box 50 Lincoln City, OR 97367
With a copy to:	Joan S. Kelsey, Esq. City Attorney, City of Lincoln City P.O. Box 520 Tillamook, Oregon 97141

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in a manner other than the manner set forth above shall be effective when received by the party for whom it is intended.

6. **Closing.**

a. **Closing Date.** Closing shall occur as of August 30, 2008, or as soon as possible after the Effective Date.

b. **Costs.** All real and personal property taxes shall be prorated between Donor and Donee as of the closing date. Donee shall pay the premium for the title insurance policy, all conveyance or excise taxes payable by reason of the conveyance of the Donation, all recording fees and charges, and all escrow fees and costs. Donee shall reimburse Donor for its actual reasonable attorney, professional, and consultant fees in connection with the Donation, but in no event to exceed TWO THOUSAND AND 0/100 DOLLARS ($2,000.00). Donee shall pay its own attorney, professional, and consultant fees in connection with the Donation.

7. **Condition of the Property.** Donor shall leave on the Property, as part of the Donation, any in-ground shrubs, plants, and trees located upon the Property. The parties acknowledge and agree that the Property is being conveyed to Donee in its "AS IS, WHERE IS" condition with all faults and defects of any nature whatsoever, if any, subject to all permitted liens, encumbrances, covenants, conditions, restrictions and/or easements, if any (subject to the title review in Section 3 above) including zoning ordinances, building and use restrictions, and reservations in patents.

8. **Donation Value.** The parties acknowledge that Donor has information from the 2007-2008 tax rolls and current appraisals of the Property indicating that the real market value of the Property is not less than TWO HUNDRED TWENTY-TWO THOUSAND AND 0/100

DOLLARS ($222,000.00). Donee shall not be required to assert any property valuation. This provision shall survive closing.

9. **Property Name**. The parties desire for the Property to be named after the Donor. Suitable names would be the "Hank and Maralyn Gerdes Park" or the "Hank and Maralyn Gerdes Community Garden," or very similar names that include the Donor's name. Donee agrees to use its reasonable best efforts to cause the Property to be named as set forth above. Provided, however, the Donee shall not be required to litigate if litigation would be necessary to cause the Property to be named after the Donor and the parties acknowledge that the official name of the Property, if any, shall be subject to all applicable laws regulating the naming of public property. The provisions of this Section 9 shall survive closing.

10. **Further Actions of the Donee and Donor**. Donee and Donor agree to execute all such reasonable instruments and documents without undue delay and shall use their reasonable best efforts to accomplish the closing and take all reasonable actions to consummate the Donation and acceptance thereof by the Donee pursuant to the provisions of this Agreement. The provisions of this Section 10 shall survive closing.

11. **Legal and Equitable Enforcement of This Agreement**. In the event closing and the consummation of the Donation contemplated herein do not occur by reason of any default by either party, each party's exclusive remedy against the other shall be the termination of this Agreement, all other claims to damage or other remedies being herein expressly waived. Upon such default, this Agreement shall be terminated and neither party shall have any further rights or obligations under it, each to the other.

12. **Drafting.** The parties acknowledge that each has participated fully in the drafting of this Agreement and the exhibits attached hereto and that neither party shall be considered the drafter of any of the foregoing.

13. **Broker Commission or Finder's Fee**. Each party represents and warrants to the other that it has not used or engaged a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement.

14. **Entire Agreement**. This Agreement, including any exhibits attached to it, is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted here.

15. **Waivers**. No waiver of any breach of any covenant or provision contained here shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision here contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

16. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

17. **Governing Law.** The parties expressly agree that this Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon.

18. **Time of Essence.** The parties hereby acknowledge and agree that time is of the essence with respect to every term, condition, obligation, and provision.

19. **Recitals and Exhibits.** The recitals above are true and they, along with the exhibits attached hereto, are incorporated into and are a part of this Agreement.

20. **Notices Required by Statute.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

21. **Execution in Counterparts.** This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that all of the parties are not signatory to the original or the same counterpart

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DONOR:

MARALYN J. GERDES LIVING TRUST,
dated June 22, 1988

_____
Henry G. Gerdes, Trustee
Date:_____

_____
Maralyn J. Gerdes, Trustee
Date:_____

DONEE:

LINCOLN CITY URBAN RENEWAL AGENCY,
the urban renewal agency of the City of Lincoln City,
a municipal corporation of the State of Oregon

By:_____
Rick Brissette,
Chair, Lincoln City Urban Renewal Agency

Date:_____

Attest: _____
Cathy Steere, City Recorder
City of Lincoln City

Exhibit A

Legal Description of the Property

Parcel I: Lots 1 and 2, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon, EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by Deed recorded September 14, 1945, in Book 106, Page 320, Deed Records.

Parcel II: Lot 19, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon.

SUBJECT TO: The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets, or highways.

Exhibit B

Donation Deed

(attach copy of deed here)

Exhibit C

Easement Agreement

(attach copy of Easement Agreement here)

Exhibit D

Declaration of Restrictive Covenant

(attach copy of Declaration of Restrictive Covenant here)

Exhibit A

Legal Description of the Property

Parcel I: Lots 1 and 2, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon, EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by Deed recorded September 14, 1945, in Book 106, Page 320, Deed Records.

Parcel II: Lot 19, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon.

SUBJECT TO: The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets, or highways.

After Recording Return To:
Lincoln City Urban Renewal Agency
c/o City Recorder, City of Lincoln City
P. O. Box 50
Lincoln City, Oregon 97367

Until a change is requested, all tax statements shall be sent to the following address:
No Change

STATUTORY BARGAIN AND SALE DEED

HENRY G. GERDES and MARALYN J. GERDES, as trustees of the MARALYN J. GERDES LIVING TRUST, dated June 22, 1988 (collectively, "Grantor"), convey to the LINCOLN CITY URBAN RENEWAL AGENCY, a municipal corporation of the State of Oregon ("Grantee") the real property and all improvements thereon (except that certain double-sided sign located at the corner of Highway 101 and NW 21st Street) located in the County of Lincoln, City of Lincoln, State of Oregon, and further described by the legal description in the attached Exhibit A (the "Property"), subject to all liens, encumbrances, covenants, conditions, restrictions and/or easements, if any, which may appear in the public record as of the date this deed is delivered.

The true consideration for this conveyance is other than money (charitable donation).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

DATED this _____ day of _____, 2008.

GRANTOR:

MARALYN J. GERDES LIVING TRUST,
dated June 22, 1988

_____ _____
Henry G. Gerdes, Trustee Maralyn J. Gerdes, Trustee

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Henry G. Gerdes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as a co-trustee of the Maralyn J. Gerdes Living Trust dated June 22, 1988.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Maralyn J. Gerdes is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as a co-trustee of the Maralyn J. Gerdes Living Trust dated June 22, 1988.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

Accepted by:

LINCOLN CITY URBAN RENEWAL AGENCY

_____
Rick Brissette, Chair
Lincoln City Urban Renewal Agency

Attest:

_____
Cathy Steere, City Recorder
City of Lincoln City

Exhibit A

Legal Description of the Property

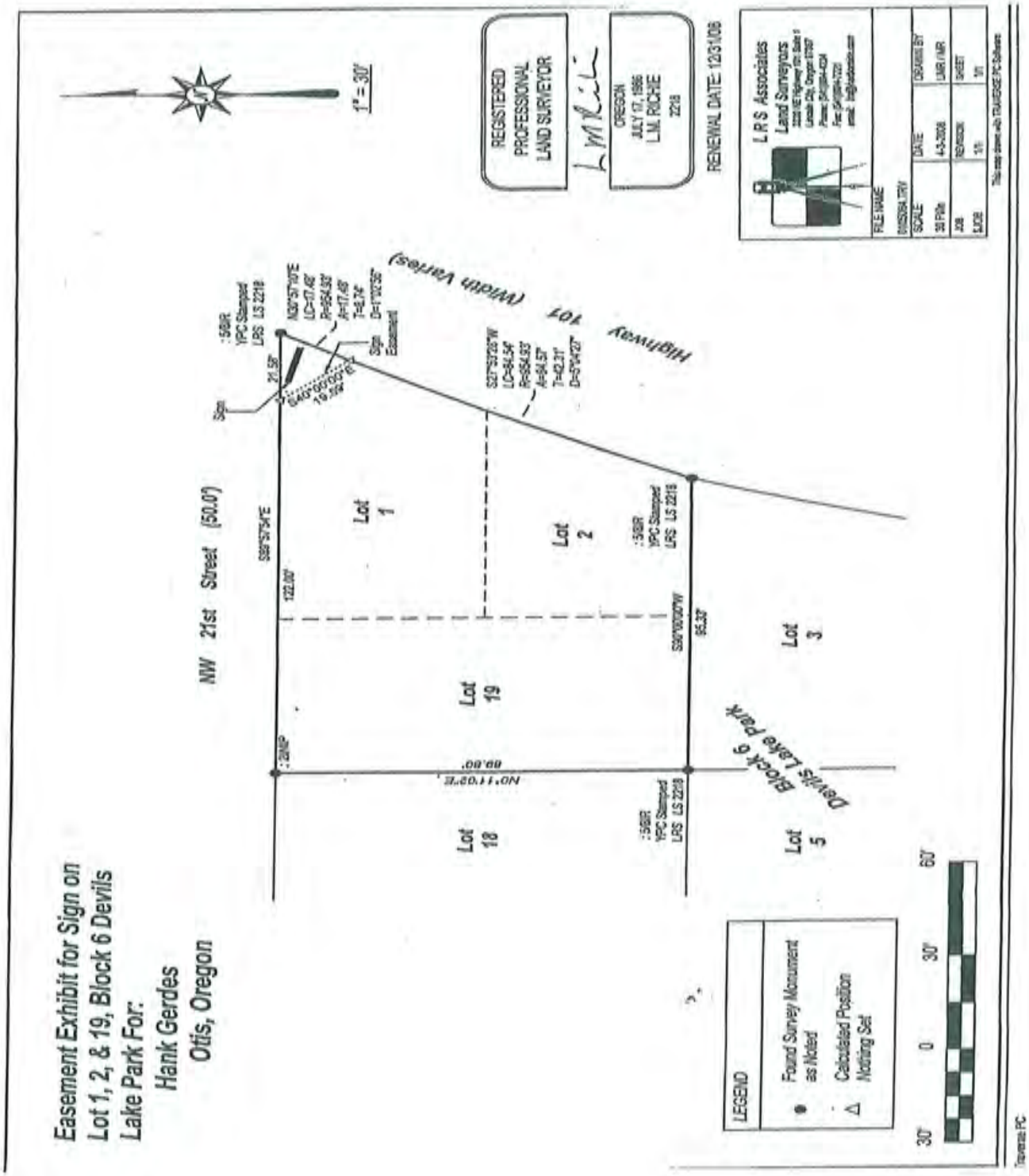
Parcel I: Lots 1 and 2, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon, EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by Deed recorded September 14, 1945, in Book 106, Page 320, Deed Records.

Parcel II: Lot 19, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon.

SUBJECT TO: The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets, or highways.

Exhibit C

Depiction of the Easement Area



After Recording Return To:
Lincoln City Urban Renewal Agency
c/o City Recorder, City of Lincoln City
P. O. Box 50
Lincoln City, Oregon 97367

Until a change is requested,
all tax statements shall be
sent to the following address:
No Change

EASEMENT AGREEMENT

DATED: _____, 2008

PARTIES:

Lincoln City Urban Renewal Agency, ("Grantor")
a municipal corporation of the State of Oregon
P. O. Box 50
Lincoln City, Oregon 97367

Henry G. Gerdes and Maralyn J. Gerdes, as trustees of the ("Grantee")
Maralyn J. Gerdes Living Trust, dated June 22, 1988
P.O. Box 67
Otis, OR 97368

RECITALS

A. Grantee owns that certain approximately 7.1 foot by 10.2 foot double-sided sign located upon the northwest corner of the real property located at the intersection of Highway 101 and NW 21st Street in the County of Lincoln, City of Lincoln, State of Oregon, with Property I.D. No. R198074, and legally described in the attached Exhibit A (the "Property"). The location of said sign is depicted on the attached Exhibit C (the "Sign").

B. Grantor owns the Property. The Property was transferred to Grantor as a charitable donation from Grantee for public purposes (the "Donation"). The Sign was excluded from the Donation of the Property.

C. Grantee desires an easement over the Property in the general vicinity of and including the physical location of the Sign (the "Easement Area"). The Easement Area is legally described in Exhibit B.

D. Grantor desires to grant an easement over, across, under, through and about the Easement Area to Grantee in accordance with the terms and conditions set forth in this Easement Agreement (this "Agreement").

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

AGREEMENT

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a permanent, non-exclusive easement over, across, upon, through, under, and about the Easement Area located on the Property for all uses associated with the use, operation, maintenance, repair, and replacement of the Sign, including without limitation, ingress and egress thereto. This grant shall include the right of Grantee and its related business entities, tenants, contractors, or employees permission to enter onto the Property for the purposes described above.

This Grant of Easement is subject to the right of reverter in Grantor; specifically, that at the end of the useful life of Grantee's Sign and whenever the Sign is caused to be removed or no longer exists nor lawfully exists on the Easement Area, the Easement granted herein shall revert to Grantor and terminate.

2. Condition of Easement Area. Grantor does not warrant or represent that the Easement Area is safe or suitable for the purpose for which it will be used under the terms of this Agreement. Grantee accepts the Easement "as is" without any representations or warranties, express or implied, as to the legal status of the Sign or the right or ability of Grantee to repair, maintain, or replace the Sign under applicable laws.

3. Use of Easement.

3.1 Grantor reserves for itself the right to use the Easement Area for purposes not inconsistent with Grantee's use of the Easement Area. This reservation includes but is not limited to the right to use the Easement Area for public improvement and public utility purposes including installing, constructing, repairing and maintaining new and existing public utilities, roads, and other public improvements provided such use does not interfere with the Sign. Inconsistent purposes include, but are not limited to, parking on, blocking, storage of equipment or material, or otherwise obstructing the Easement Area in such a manner that interferes with visibility of the Sign or Grantee's access thereto for the purposes described herein.

3.2. The parties shall exercise their respective rights under this Agreement in a manner that: (i) minimizes, to the extent reasonably practicable, any material interference with the use and occupancy of the Easement Area; and (ii) is in compliance with all applicable federal, state and local laws, rules, and regulations. Except as provided in Paragraph 3.1 for public improvements or public utilities, or as both parties otherwise specifically agree in writing, neither party shall construct or place any building or other

improvement on, over or about the Easement Area. This limitation on use shall not apply to any lawful use of the Sign.

4. Maintenance and Repair.

4.1 Obligation to Maintain the Easement Area. Grantor and Grantee shall be jointly obligated to maintain the Easement Area (but not the Sign) in good condition and repair in compliance with all applicable federal, state and local laws, rules, and regulations.

4.2 Cost of Repair and Maintenance of the Easement Area. The cost of repair and maintenance of the Easement Area shall be the responsibility of Grantor. If Grantor fails to reasonably maintain the Easement Area, after reasonable written notice, Grantee may cause such repair and maintenance to take place at the responsible party's cost. All costs related to the Sign shall be the responsibility of Grantee; provided, however, that any expenses incurred by damage to the Easement Area or to the Sign caused by Grantor, its agents, employees, or contractors shall be the sole responsibility of Grantor.

5. Insurance; Indemnification.

5.1 Grantee shall procure and maintain in full force and effect general public liability insurance and property damage insurance, on an occurrence basis, against claims for personal injury, death or property damage arising out of Grantee's use of the Easement Area and the Sign, such insurance to afford protection to a combined single limit of not less than $1,000,000. Grantee shall name Grantor as an additional insured, indemnified party on the insurance policies. Grantee shall provide Grantor with certificates of such insurance from time to time upon written request to evidence that such insurance is in force.

5.2 Grantee hereby indemnifies, protects, defends and saves Grantor harmless for, from and against any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damages arising out of the use of the Easement Area or the Sign, by Grantee or Grantee's invitees, guests, or contractors, except to the extent caused by the gross negligence or willful misconduct of Grantor.

5.3 To the extent permitted under the Tort Claims Act and the Oregon Constitution, Grantor hereby indemnifies, protects, defends and saves Grantee harmless for, from and against any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damages arising out of the use of the Easement Area or the Sign, by Grantor or Grantor's invitees, guests or contractors, except to the extent caused by the gross negligence or willful misconduct of Grantee.

6. Real Property Taxes. Grantor shall pay that amount of real property taxes attributable to the Property pro-rated as of the date of recording of the deed transferring property

to Grantor and transferring the easement to Grantee. Grantee shall pay any real or personal property taxes attributable to the Easement and the Sign.

7. **No Mechanic's Liens.** Each party shall pay, when due, all claims for labor and materials furnished, or alleged to have been furnished, to, for, or on its behalf in connection with any work on the Easement Area that may be secured by any mechanic's or materialman's liens against any interest in the Easement Area. The party for whom the work is performed shall promptly cause any such liens that do attach to the Easement Area to be discharged.

8. **Mediation, Arbitration.**

8.1 In the event a controversy arises between the parties, the parties shall meet as soon as possible and attempt to resolve the issue in good faith. If the controversy is not resolved within ten (10) business days of the parties' first meeting, then either party may request a mediator for assistance in resolving the controversy. In the event such mediation does not resolve the controversy within ninety (90) days of submission (including non-resolution due to the inability of the parties to agree on a mediator), any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance, or interpretation of this Agreement, shall be resolved by arbitration. Unless otherwise agreed by the parties, the arbitration shall be conducted in Lincoln City, Oregon, under the auspices and in accordance with the then-current Arbitration Rules of the American Arbitration Association or other mutually acceptable professional arbitration organization (The determination of the arbitration service shall be by the party initiating the claim in accordance with the rules of the particular arbitration service). The arbitration shall be held before a single arbitrator (unless otherwise agreed by the parties) and the decision of such arbitrator shall be final and binding upon the parties.

8.2 Any judgment upon the award rendered by such arbitration may be entered in the court having jurisdiction thereof in Lincoln County, Oregon.

9. **Agreement to Run with the Land.** The easement contained in this Agreement is set forth as a benefit, burden and right appurtenant to the Property, and the easement contained herein shall run with the land and shall be binding on and shall inure to the benefit and burden of the Property and the parties, and their respective heirs, successors, and/or assigns.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon.

11. **Entire Agreement; Integration.** This Agreement shall constitute the entire agreement between the parties regarding the easement and supersedes all prior understandings or representations, or agreements of any kind relating to the construction, improvements, maintenance, and enforcement of the obligations regarding the easement.

12. **Modification.** This Agreement shall be modified or additional obligations assumed only in a writing signed by the parties or their authorized representatives.

13. **Notices.** Any notice or report required under this Agreement shall be sent to the parties at the addresses set forth in the introductory language to this Agreement unless such addresses are changed by written notice to the other party. Any required notice shall be made in writing and shall be sent with postage prepaid by messenger, overnight courier service, or certified U.S. Mail, return receipt requested. All notices shall be deemed given upon the earlier of actual delivery or refusal of a party to accept delivery thereof.

14. **No Representations or Warranties.** Each party disclaims the making of any representations or warranties, express or implied, regarding the easement, and each party acknowledges that it is not relying upon any statement, representation, or warranty made by the other party or anyone acting on the other party's behalf concerning the easement.

15. **No Partnership.** This Agreement is not intended, nor shall it be construed, as constituting a partnership or joint venture between the parties, and except as specifically allowed under this Agreement, no party shall act as the agent of the other party, or be liable for the debts or obligations of the other party.

16. **Severability.** The provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability of any portion or portions hereof shall not affect the enforceability or validity of any other provisions or portion hereof.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one binding contract.

18. **Attorney Fees to Prevailing Party.** If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees in arbitration, at trial, on petition for review, and on appeal.

19. **Recitals and Exhibits.** The Recitals above and the Exhibits attached hereto are true and are incorporated into and are a part of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties to this Agreement execute this Agreement on the date indicated above.

GRANTOR:

Lincoln City Urban Renewal Agency, a municipal corporation of the State of Oregon

_____

By: **Rick Brissette, Chair**

ATTEST:

_____

Cathy Steere, City Recorder

GRANTEE:

MARALYN J. GERDES LIVING TRUST,
dated June 22, 1988

_____ _____

Henry G. Gerdes, Trustee Maralyn J. Gerdes, Trustee

[Notarizations on following page]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument as the Chair of the Lincoln City Urban Renewal Agency, a municipal corporation of the State of Oregon.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF_____)

I certify that I know or have satisfactory evidence that Henry G. Gerdes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as a co-trustee of the Maralyn J. Gerdes Living Trust, dated June 22, 1988.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Maralyn J. Gerdes is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as a co-trustee of the Maralyn J. Gerdes Living Trust, dated June 22, 1988.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

Exhibit A

Legal Description of the Property

Parcel I: Lots 1 and 2, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon, EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by Deed recorded September 14, 1945, in Book 106, Page 320, Deed Records.

SUBJECT TO: The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets, or highways.

Exhibit B

Legal Description of the Easement Area

Easement to be used for a steel post and wooden sign and its maintenance, located on a part of lot 1, block 6, plat of Devils Lake Park, and the perimeter of said easement being more particularly described as follows:

Beginning at a point on the north line of NW 21st St., 50 ft. wide, which is S89°57'54"E, 122.00 ft. from a 2" iron pipe marking the northwest corner of lot 19, in said block 6; thence, S40°00'00"E, 19.59 ft. to the westerly line of Highway 101; thence, northeasterly along a curve to the right, having a radius of 954.93', the long chord of which bears N30°57'10"E for 17.48 ft., an arc distance of 17.48 ft. to the south line of the above mentioned NW 21st St.; thence, N89°57'54"E, along said line, 21.58 ft. to the point of beginning.

After Recording Return To:
Lincoln City Urban Renewal Agency
c/o City Recorder
City of Lincoln City
P. O. Box 50
Lincoln City, Oregon 97367

Until a change is requested, all tax statements shall be sent to the following address:
No Change

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this "Covenant") is made this _____ day of _____, 2008, by the **Lincoln City Urban Renewal Agency**, a municipal corporation of the State of Oregon ("Grantor"), for the purpose of creating a restrictive covenant binding upon Grantor's real property located at the intersection of Highway 101 and NW 21st Street in the County of Lincoln, City of Lincoln, State of Oregon, legally described in the attached Exhibit A (the "Property"), for the benefit of the Lincoln City Community Garden, an IRS registered non-profit community organization with EIN 20-4610898 (the "Community Garden") and its Community Garden Successors (as defined below).

RECITALS

A. The Property was transferred to Grantor on _____, 2008 (the "Donation Date") as a charitable donation from Henry G. Gerdes and Maralyn J. Gerdes, as trustees of the Maralyn J. Gerdes Living Trust, dated June 22, 1988 (the "Donor") (the "Donation").

B. On the Donation Date, the Property contained a community garden operated by the Community Garden (the "Garden"). The Garden utilizes approximately 1,174 square feet of growing space, comprised of nine 3' x 8' raised growing beds, twelve 4' x 10' raised growing beds, one 4.5' x 12' raised growing bed, one 10' x 10' raised growing bed, and one 18' x 18' raised growing bed. The Garden also contains one portable toilet and one tool shed.

C. Grantor desires to declare a restrictive covenant over the Property sufficient to allow the Garden to remain on the Property in at least the same scope and condition as of the Donation Date so long as the Community Garden, including any similarly-purposed successor group or entity, remains interested in preserving and operating the Garden in accordance with the terms and conditions set forth in this Covenant.

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

AGREEMENT

1. **Restrictive Covenant.** Grantor shall use the Property as public property and in conformance with the Gateway Concept for Oceanlake Urban Renewal District in Lincoln City, Oregon, as a public park-like setting, which may include some artistic sculptures or statues, and for no other purpose so long as this Covenant remains in effect. In addition, Grantor shall allow the Community Garden, or its successors, affiliates, or similarly-purposed organizations or entities (a "Community Garden Successor") to remain and operate the Garden on the Property "as is" in the same scope and condition at the Donation Date and utilizing no less than the square footage of growing space on the Property stated in the above Recitals unless and until either of the events described in Section 2 below operate to terminate this Covenant. The Garden or any successor organization must be a non-profit, tax-exempt organization whose purposes include gardening or related horticultural pursuit.

2. **Termination of Restrictive Covenant.** This Covenant shall remain in full force and effect unless and until either of the events described in this Section 2 occurs.

a. **Notice of Intent to Vacate.** If the Community Garden or a Community Garden Successor provides written notice to Grantor of its desire to vacate the Property and cease operation of the Garden, then this Covenant shall terminate and be of no further force or effect providing that Grantor, after good faith reasonable efforts (including notice to the public) for a period of at least twelve (12) months is unable to appoint a replacement Community Garden Successor to operate the Garden. If a replacement Community Garden Successor is appointed or volunteers within the above time period, this Covenant shall not terminate unless one of the terminating events described in this Section 2 subsequently occurs.

b. **Abandonment.** If the Community Garden or a Community Garden Successor actually physically abandons the Property and the Grantor provides written notice to the Community Garden or a Community Garden Successor (as appropriate) of Grantor's intent to terminate this Covenant if operation of the Garden is not resumed, then this Covenant shall terminate and be of no further force or effect if operation of the Garden is not thereafter resumed within twelve (12) months from the date of Grantor's notice. If operation of the Garden is resumed by a qualified Successor within the above time period, this Covenant shall not terminate unless one of the terminating events described in this Section 2 subsequently occurs.

3. **Agreement to Run with the Land.** The restrictions contained in this Covenant are set forth as benefits, burdens and rights appurtenant to the Property, and shall run with the

land and shall be binding on and shall inure to the benefit and burden of the Property and the Grantor, and the Grantor's respective heirs, successors, and/or assigns, so long as this Covenant shall remain in effect as set forth in Section 2 above.

4. Notices. Any notice required under this Agreement shall be sent to the parties listed below, unless such addresses are changed by written notice to the other party. Any required notice shall be made in writing and shall be sent with postage prepaid by messenger, overnight courier service, or certified U.S. Mail, return receipt requested. All notices shall be deemed given upon the earlier of actual delivery or refusal of a party to accept delivery thereof. The Community Garden or any Community Garden Successor may notify Grantor of the new identity of a Community Garden Successor by written notice as set forth in this Section 4.

If to Grantor:
City of Lincoln City Urban Renewal Agency
c/o City Recorder
City of Lincoln City
P. O. Box 50
Lincoln City, Oregon 97367

If to Community Garden:
Lincoln City Community Garden
Attn: JoDana Bright Taylor
4358 NE East Devils Lake Rd
Otis, Oregon 97368

A notice given by any party to another party regarding this Covenant shall also be sent to Donor at the address listed below, unless such address is changed by written notice as set forth in this Section 4:

Maralyn J. Gerdes Living Trust
Attn: Hank and Maralyn Gerdes
P.O. Box 67
Otis, Oregon 97368

5. Severability. The provisions of this Covenant shall be deemed independent and severable, and the invalidity or unenforceability of any portion or portions hereof shall not affect the enforceability or validity of any other provisions or portion hereof.

6. Attorney Fees to Prevailing Party. If suit or action is instituted in connection with any controversy arising out of this Covenant, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees in arbitration, at trial, on petition for review, and on appeal.

7. Recitals and Exhibits. The Recitals above and the Exhibits attached hereto are true and are incorporated into and are a part of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, this Covenant has been executed on the date indicated above.

GRANTOR:

LINCOLN CITY URBAN RENEWAL AGENCY, a municipal corporation of the State of Oregon

_____
By: Rick Brissette, Chair

_____
ATTEST: Cathy Steere, City Recorder
City of Lincoln City

Accepted By:

COMMUNITY GARDEN:

LINCOLN CITY COMMUNITY GARDEN

_____
JoDana Bright Taylor, its authorized agent

[Notarizations on following pages]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument as the Chair of the of the City of Lincoln City Urban Renewal Agency, a municipal corporation of the State of Oregon.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that JoDana Bright Taylor is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as the duly authorized agent of the Lincoln City Community Garden.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

UR RESOLUTION NUMBERS

2008-08 AND **2008-09**

WERE NOT USED

UR RESOLUTION NUMBERS

2008-08 AND **2008-09**

WERE NOT USED

RESOLUTION NO. UR 2008-10

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY TO AWARD A BID TO JEFF CARTER CONSTRUCTION FOR CONSTRUCTION SERVICES RELATED TO THE WALLACE REEF ACCESS PROJECT IN THE NELSCOTT DISTRICT

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in June 2008 the Agency approved and 2008-2009 budget, including improvements in the Nelscott District; and

WHEREAS, the Agency adopted procedures for public contracts; and

WHEREAS, the objective of the Wallace Reef Access project is to provide for public parking, a pubic restroom and replace an existing stairway,

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. By public notice staff solicited requests for proposals and received competitive proposals and quotes for construction of this project in the Nelscott area of the Urban Renewal District.
2. The work is a public improvements contract for construction of public parking, a pubic restroom, replace an existing stairway and associated improvements for which the contractor will provide construction services.
3. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the competitive proposals, as shown in Staff Report UR101308 attached as **Exhibit A** hereto and incorporated by reference herein.

4. The Local Contract Review Board accepts the staff recommendation and approves an award of bid for construction to Jeff Carter Construction in the amount of $309,676.40 and authorizes a contingency allowance not to exceed 10% of project cost.
5. The basis for the award is most responsive responsible bid and the lowest bid.
6. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 13th day of October, 2008.

RICK BRISSETTE, Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

STAFF REPORT
AGENCY MEETING: 10/13/08

ITEM
Wallace Reef Access Bid Award

INFORMATION SOURCE
Kurt Olsen, Director

BACKGROUND
The Wallace Reef Access Project was advertised for bid during the month of September. Ten firms attended the mandatory Pre-Bid meeting and six firms submitted bid proposals ranging from $309,676.00 to $500,560.00. The design team estimate for the project was $400,000.

The low bid for the project was submitted by Jeff Carter Construction, Salem, Oregon.

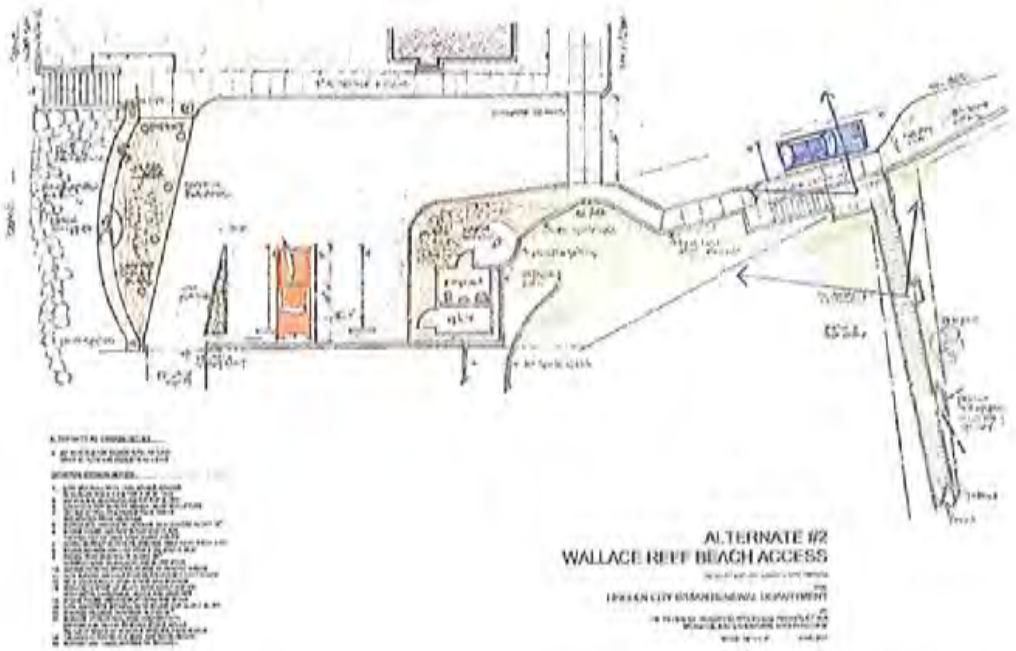
The project will include a new stairway to the bluff residences, improved parking, restroom with outdoor shower, stone masonry fence, and small plaza with seat wall. The small plaza area will include an opportunity for future public art.

EXHIBITS
Project Drawing

ACTION
Approve Resolution UR2008-10 to award a bid to Jeff Carter Construction for construction services related to the Wallace Reef Access project in the Nelscott District in the amount of $309,676.00 with a 15% project contingency.

10%

Project Drawing



RESOLUTION NO. UR 2009-01

RESOLUTION FOR ENDORSEMENT OF THE
CUTLER DISTRICT COMMUNITY VISION AND CORRIDOR PLAN

WHEREAS, the City of Lincoln City is committed to enhancing the economic vitality and physical condition of the entire community; and

WHEREAS, the economic and social welfare of our citizens depends greatly upon strategic community-based development; and

WHEREAS, the community is composed of a series of historical districts whose individual vitality is intimately linked to collective cooperation; and

WHEREAS, the community of Cutler , with support from the City and Urban Renewal Agency, has completed a community-based, strategic redevelopment plan that involved hundreds of hours of citizen involvement; and

WHEREAS, this plan is an excellent standard and prototype for redevelopment planning in other Lincoln City districts; and

WHEREAS the Cutler District Community Vision and Corridor Plan is the fourth community vision developed in the String of Pearls Plan for the redevelopment of the six historic districts of Lincoln City,

NOW THEREFORE BE IT RESOLVED, the Lincoln City Urban Renewal Agency hereby endorses the spirit and intent of Cutler District Community Vision and Corridor Plan and, further, directs City staff to undertake and support its implementation.

Passed and approved this 12th day of January, 2009.

Rick Brissette, Chair

ATTEST:

Cathy Steere, City Recorder

RESOLUTION NO. UR 2009-02

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING A LICENSE AGREEMENT FOR THE SCOTT PLAZA PROJECT

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is a duly and operating urban renewal agency under ORS 457; and

WHEREAS, the Agency has approved and endorsed the Nelscott Community Vision Plan identifying the Scott Plaza Project as a public space and economic development project; and

WHEREAS, In 2005-2006 the Agency approved and budgeted for the Scott Plaza Project; and

WHEREAS, the Agency finds it in the public interest to construct a public plaza on privately owned parcels; and

WHEREAS, the Agency agrees to enter into a License Agreement with property owners and the City of Lincoln City,

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF LINCOLN CITY AS FOLLOWS:

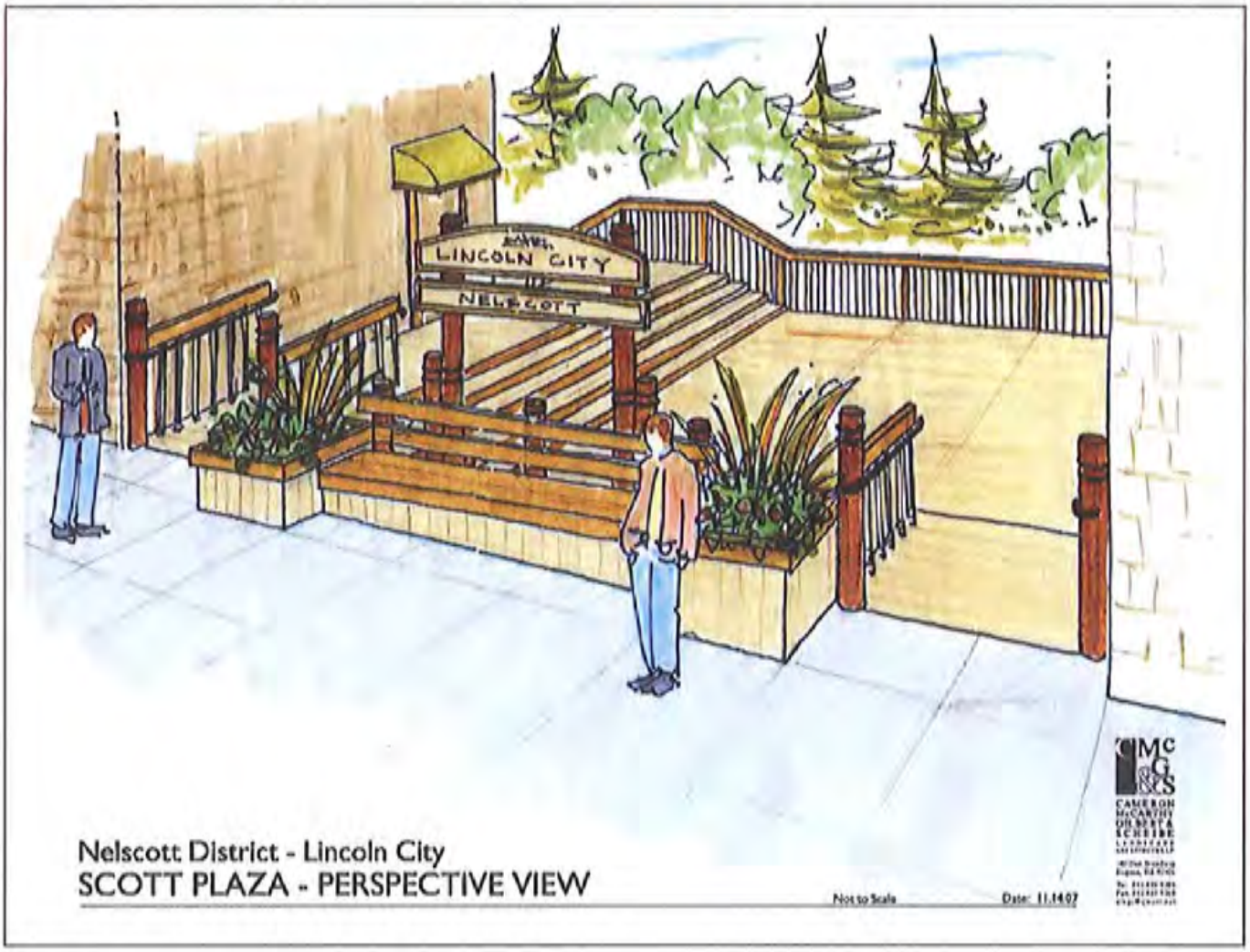
Section 1. The Agency hereby authorizes the Chair of the Agency to execute a License Agreement for the construction of the Scott Plaza project.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 26th day of January, 2009.

Rick Brissette, Agency Chair

ATTEST:

CATHY STEERE, City Recorder


LINCOLN CITY
NELSCOTT
Nelscott District - Lincoln City
SCOTT PLAZA - PERSPECTIVE VIEW
Not to Scale
Date: 11.14.07

LICENSE AGREEMENT

PARTIES:
Donna M. Cairo, Licensor, the owner of property described in Exhibit A;
31020 Echo Hill Terrace
Lebanon, OR 97355

and

Lincoln City Two LLC, Licensor, the owner of property described in Exhibit B,
P.M.B. 412
25 NW 23rd Pl. Suite 6
Portland, OR 97210;

collectively "Licensors" or "Property Owners"

Lincoln City Urban Renewal Agency
Attention: Kurt Olsen, Director
P. O. Box 50
Lincoln City, Oregon 97367,
("Licensee" or "Agency")

City of Lincoln City
Attention: David Hawker, City Manager
P. O. Box 50
Lincoln City, Oregon 97367,
("City")

RECITALS

A. The parties to this Agreement are Lincoln City Urban Renewal Agency, City of Lincoln City, Donna M. Cairo, and Lincoln City Two LLC.

B. Donna M. Cairo owns that certain real property located at 3203 and 3205 SW Highway 101 in the County of Lincoln, City of Lincoln, State of Oregon, (Lincoln County Tax Assessor 7-11-27-BA, lot 11900-00), and legally described in the attached Exhibit A ("Property A").

C. Lincoln City Two LLC owns that certain real property located at 3219 - 3237 SW Highway 101 in the County of Lincoln, City of Lincoln, State of Oregon, (Lincoln County Tax Assessor 7-11-27-BA tax lots 11600-00, 11698, & 11699), and legally described in the attached Exhibit B ("Property B").

C. The Agency completed the Nelscott Community Vision, which identified an economic development opportunity to create a public plaza on a vacant area of two lots located in the Nelscott strip of area of Lincoln City, as shown in Exhibit C attached. The Agency approved and budgeted design and construction of improvements in the Nelscott District including the Scott Plaza Project ("Project").

E. Property Owners agreed in concept to the Agency developing plans for the construction of a public plaza open to the public and known as the "Scott Plaza Project", an urban renewal project in the Nelscott Urban Renewal District, as shown in Exhibit C attached. The Agency has completed the construction plans, which the Property Owners have reviewed and approved.

F. Lincoln City Urban Renewal Agency desires to access Properties A and B for the purposes of constructing the Project, and the Property Owners desire to grant legal access to the Properties for such purpose.

G. Property Owners and Agency desire to enter into this License Agreement for purposes of Agency installing and completing the Scott Plaza on Properties A and B for use by the public.

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

AGREEMENT

1. Grant of License. Property Owners, individually and collectively, hereby extend to Agency and City a non-exclusive License to use the License Area of their Properties for purposes of occupying, constructing, installing, repairing and maintaining the Agency Project known as "Scott Plaza". This License extends to Agency's and City's contractors, or employees and includes permission to enter onto the Properties at all times for the purposes described above.

1.1 The general vicinity of the work area including the physical location of the proposed "Scott Plaza" is known as the "License Area" and is legally described in Exhibit D.

1.2 Development of Project. The Agency will provide funding for the construction of the Project as contemplated in this Agreement. The Project will include a two-level treated wood deck structure with two ADA-approved access ramps and an access stairway to an existing lower entry deck on Property , signage, seating and a landscape planter.

1.3 Design of Project. The project shall be provided, constructed and equipped in accordance with designs, plans and specifications prepared by consultants of Agency. Agency shall be responsible for all costs of preparation of design, plans, and specifications for the Project.

1.4 Public right of way improvements. Improvements to the public right of way as shown in Exhibit C that are incidental to the Project will be included in the Project and funded by the Agency.

1.5 Use of existing or new private access. The Property Owners may utilize access from their Properties through existing or newly constructed doorways to the Project. Property Owners are responsible for designing, constructing and installing any new doorway access from their Properties, obtaining any required permits, and for constructing such access improvements to all applicable building code requirements.

2. Grant of Temporary Easements. To effect this Agreement, each Property Owner agrees to grant to Agency, prior to start of construction, a temporary construction easement over, across, under, through and about the Properties in accordance with the terms and conditions set forth in this License Agreement (this "Agreement") and as stated in the form of easements attached hereto as Exhibits E and F. Licensor Cairo agrees to grant to Agency a temporary construction easement over Property A for purposes of performing construction and installation of the Scott Plaza in the Property A portion of the License Area, as shown in Exhibit E (Temporary Easement), attached. Licensor Lincoln City Two LLC agrees to grant to Agency a temporary construction easement over Property B for purposes of performing construction and installation of the Scott Plaza in the Property B portion of the License Area, as shown in Exhibit F (Temporary Easement), attached.

3. Condition of License Area. Property Owners do not warrant or represent that the License Area is safe or suitable for the purpose for which it will be used under the terms of this Agreement. Agency accepts the right to the Properties "as is" without any representations or warranties, express or implied, or the right or ability of Property Owners to repair, maintain, or replace the Scott Plaza project under applicable laws.

4. Covenants.

4.1 Property Owners agree to enter into this License Agreement and thereby grant Agency permission to occupy the Project Work Area and the License Area, all without charge to Agency or City.

4.2 Property owners agree to allow the Project to occupy the Project Work Area and the License Area for a term of not less than seven years from the date of this Agreement or until September 2, 2015.

4.3 Property Owners reserve for themselves the right to use the Project Work Area and License Area for purposes not inconsistent with Agency's use of the License Area.

4.4 The parties shall exercise their respective rights under this Agreement in a manner that: (1) minimizes, to the extent reasonably practicable,

any material interference with the use and occupancy of the License Area; and (2) is in compliance with all applicable federal, state and local laws, rules, and regulations. Except as provided in Paragraph 1.4 for public improvements or public utilities, the Property Owners shall not construct or place any building or other improvement on or over the License Area, unless specifically agreed to in writing by the parties and attached as an amendment to this Agreement. The Agency will not reasonably withhold permission for such improvements. Doorway access and weather protection improvements are anticipated.

4.5 Property Owners further understand and agree:

4.5.1 The Project shall be used as a public facility available to public uses similar to a public park, and shall be owned by Agency;

4.5.2 The Property Owners shall not erect any barrier to Scott Plaza or otherwise block or remove public access to the Project or Project Site, or prevent City or Agency from accessing the Properties for purposes of maintaining and repairing the Project;

4.5.3 City of Lincoln City will be responsible for issuing any allowed permits for events on Scott Plaza. Donna Cairo and Lincoln City Two LLC will be notified as part of the City's application approval process;

4.5.4 Property Owners shall not make any alterations to the Project without prior written consent of the City Manager of the City of Lincoln City.

5. Term; Termination.

5.1 Term. This Agreement shall extend for a term of seven (7) years from the date of this Agreement through September 2, 2015, unless it is otherwise extended or earlier terminated in accordance with this section. At the end of the term, the Project will automatically renew for an additional term of three years unless 120 days prior to the termination date, any party gives written notice to all other parties of intent not to renew.

5.2 Renewal. This Agreement may be renewed by written amendment by the parties for an additional term of any period of time.

5.3 Voluntary Termination. Unless this Agreement is otherwise amended or earlier terminated by mutual agreement of the parties, at any time after the end of the first seven-year term the parties may terminate this Agreement. Notice of termination shall be mailed by one party to the other parties at least ninety (90) days before the date of termination.

5.4 Agency and City's Rights on Termination. In the event this Agreement terminates and is not renewed, Agency or City may take any lawful action to provide for the Project, including entering into a new Agreement with the

Property Owners or their successors or assigns to maintain and repair the Project, or selling the Project, removing the Project, or taking any other lawful action at the discretion of Agency and/or City.

6. Maintenance and Repair.

6.1 Obligation to Maintain the Project. City of Lincoln City shall be obligated to maintain the Project, including its structure, landscaping and trash removal, in good condition and repair in compliance with all applicable federal, state and local laws, rules, and regulations. City shall be responsible for installing necessary utilities and paying any charge for utility service provided specifically for the Project.

6.2 Cost of Repair and Maintenance of the Project. The cost of ordinary repair and maintenance of the Project shall be the responsibility of City of Lincoln City. If City of Lincoln City fails to reasonably maintain the Project, after reasonable written notice to City of at least 90 days, Property Owner A or B, or both, may cause such repair and maintenance to take place at the responsible party's cost. All costs related to such repair and maintenance shall be the responsibility of City of Lincoln City, who will reimburse Property Owners for reasonable repair costs provided there is sufficient documentation of repair costs. Any expenses incurred in repairing damage to the License Area caused by Property Owner A or B, their agents, employees, or contractors, shall be the sole responsibility of Property Owner A or B, respectively.

6.3 Notice to Repair; No Default. In the event of an unforeseen event in the City including a proclaimed emergency, act of nature, or other event that causes widespread damage including damage to the Scott Plaza, City shall be responsible for securing and repairing the Project as with any other public facility, as it deems advisable or feasible under the circumstances. However, City shall not be considered in breach of this Agreement if it is unable to repair damage to the Scott Plaza related to the emergency or unforeseen event. At any time if City fails to maintain or repair the project as specified in Section 6, Property Owners may send notice to City specifying needed maintenance or repairs.

6.4 Signs. Agency shall be responsible for providing and maintaining any required or desired signs for the Project.

7. Insurance; Indemnification.

7.1 The City of Lincoln City shall procure and maintain in full force and effect general public liability insurance and property damage insurance, on an occurrence basis, against claims for personal injury, death or property damage arising out of public use of the Project, such insurance to afford protection to a combined single limit of not less than $1,000,000. If possible, City of Lincoln City shall name Property Owners as an additional insured, indemnified party on the insurance policies.

7.2 Property Owners hereby indemnify, protect, defend and save Agency and City harmless for, from and against any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damages arising out of the use of the Project or License Area by Property Owners, except to the extent caused by the gross negligence or willful misconduct of Agency or City. This provision survives the term or expiration of this Agreement.

7.3 To the extent permitted under the Tort Claims Act and the Oregon Constitution, Agency and City hereby indemnify, protect, defend and save Property Owners harmless for, from and against any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damages arising out of the design, construction and use of the License Area by Agency and City, except to the extent caused by the gross negligence or willful misconduct of Property Owners. This provision survives the term or expiration of this Agreement.

8. **Real Property Taxes.** After the date of this Agreement, each Property Owner shall continue to be responsible for paying any amount of real property taxes attributable to Property A or B, respectively, including any portion of the Property within the License Area.

9. **No Mechanic's Liens.** Each party agrees to pay, when due, all claims for labor and materials furnished, or alleged to have been furnished, to, for, or on its behalf in connection with any work on the Properties that may be secured by any mechanic's or materialman's liens against any interest in the License Area. The party for whom the work is performed shall promptly cause any such liens that do attach to the License Area to be discharged.

10. Mediation, Arbitration.

10.1 In the event a controversy arises between or among the parties, the parties shall meet as soon as possible and attempt to resolve the issue in good faith. If the controversy is not resolved within ten (10) business days of the parties' first meeting, then any party may request a mediator for assistance in resolving the controversy. In the event such mediation does not resolve the controversy within ninety (90) days of submission (including non-resolution due to the inability of the parties to agree on a mediator), any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance, or interpretation of this Agreement, shall be resolved by arbitration. Unless otherwise agreed by the parties, the arbitration shall be conducted in Lincoln City, Oregon, under the auspices and in accordance with the then-current Arbitration Rules of the American Arbitration Association or other mutually acceptable professional arbitration organization. The determination of the arbitration service shall be by the party initiating the claim in accordance with the rules of the particular arbitration service. The arbitration shall be held before a single arbitrator (unless otherwise agreed by the parties) and the decision of such arbitrator shall be final and binding upon the parties. All parties shall share equally in the costs and fees of the arbitrator and arbitration. Each party shall be responsible for the party's own attorney fees, if any.

10.2 Any judgment upon the award rendered by such arbitration may be entered in the court having jurisdiction thereof in Lincoln County, Oregon.

11. Assignment; Limitation. This Agreement is a License only and is not intended to confer a permanent benefit, burden and right appurtenant to the Properties except as stated herein. Notwithstanding this limitation, during the first term or any continuing term of this Agreement, all rights, duties, benefits and obligations of Property Owner A and B shall transfer and shall be automatically assigned to the Purchaser of Property A or Property B, respectively. This Agreement shall be binding on and shall inure to the benefit and burden of the Properties and the parties, and their respective heirs, successors, and/or assigns.

12. Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

13. Entire Agreement; Integration. This Agreement shall constitute the entire agreement between the parties regarding the License and supersedes all prior understandings or representations, or agreements of any kind relating to the construction, improvements, maintenance, and enforcement of the obligations of this License.

14. Modification. This Agreement may be modified in a writing signed by the parties or their authorized representatives and attached as an amendment.

15. Notices. Any notice or report required or desired to be given to a party under this Agreement shall be delivered by fax or through the U.S. Mail, sent first class mail postage prepaid and addressed to the addresses set forth in the introductory language to this Agreement unless such addresses are changed by written notice to all other parties. All notices shall be deemed given upon the date of transmission or mailing.

16. No Representations or Warranties. Each party disclaims the making of any representations or warranties, express or implied, regarding the Scott Plaza, the License Area, and the Properties, and each party acknowledges that it is not relying upon any statement, representation, or warranty made by any other party or anyone acting on the any party's behalf concerning the Agreement.

17. No Partnership. This Agreement is not intended, nor shall it be construed, as constituting a partnership or joint venture between the parties, and except as specifically allowed under this Agreement, no party shall act as the agent of another party, or be liable for the debts or obligations of another party.

18. Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability of any portion or portions hereof shall not affect the enforceability or validity of any other provisions or portion hereof.

19. Counterparts. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original and when taken together shall constitute one binding contract.

20. Attorney Fees to Prevailing Party. If suit or action is instituted in a court of law connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

21. Recitals and Exhibits. The Recitals above and the Exhibits attached hereto are true and are attached hereto, incorporated herein by reference, and are made a part of this Agreement.

22. Binding Agreement. This Agreement is intended to be and shall be binding upon and inure to the benefit of the parties hereto and

IN WITNESS WHEREOF, the parties to this Agreement execute this Agreement through their duly authorized representatives on the date written below.

PROPERTY OWNERS:

_____ _____

Donna M. Cairo, Property A Date

_____ _____

Lincoln City Two LLC, Property B
Ronald L. Rubin, member Date

THE LINCOLN CITY URBAN RENEWAL AGENCY,
a municipal corporation of the State of Oregon

_____

By: Rick Brissette, Chair

ATTEST:

_____

Cathy Steere, City Recorder, City of Lincoln

City

THE CITY OF LINCOLN CITY, OREGON

_____

By: David Hawker, City Manager

ATTEST:

_____
Cathy Steere, City Recorder, City of Lincoln

City

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that ***Donna M. Cairo*** is the person who appeared before me, and said person acknowledged that she signed this instrument.

Dated:_____

_____
Notary Public
Print Name _____

My commission expires _____

STATE OF _____)

) ss.

COUNTY OF_____)

I certify that I know or have satisfactory evidence that ***Ronald L. Rubin*** is the person who appeared before me, and said person acknowledged that he signed this instrument.

Dated:_____

_____
Notary Public
Print Name _____

My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that ***Rick Brissette*** is the person who appeared before me, and said person acknowledged that he signed this instrument,

Dated:_____

_____
Notary Public
Print Name _____

My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that ***David Hawker*** is the person who appeared before me, and said person acknowledged that he signed this instrument,

Dated:_____

_____
Notary Public
Print Name _____

My commission expires _____

Exhibits Attached

A	Legal Description Cairo Property [Property A]
B	Legal Description Rubin Property [Property B]
C	Scott Plaza Project – Project Design
D	Legal Description – License Area
E	Temporary Easement Cairo [Property A]
F	Temporary Easement Rubin [Property B]

LICENSE AGREEMENT – EXHIBIT A

LEGAL DESCRIPTION - 7-11-27-BA TAX LOT 11900

Part of Section 27, Township 7 South, Range 11 West of the Willamette meridian, Lincoln County, Oregon, described as follows:

Beginning at the intersection of the Westerly right-of-way line of the Oregon Coast Highway, as it existed in 1941 with the Southerly line of Washington Street in First Addition to Nelscott Beach, in Lincoln County; thence Southwesterly along the Westerly line of said highway line 80 feet to the Northerly line of tract conveyed to Nannie M. Nelson by deed recorded February 4, 1947 in Book 116, page 32, Deed Records; thence North 63 deg. 05' West along the Northerly line of said Nelson tract and along said Northerly line extended to a line which is 100 feet Westerly from and parallel with the Westerly line of the Oregon Coast Highway as existed in 1941; thence Northerly along said line 100 feet Westerly from and parallel with said Westerly highway line 80 feet to the Southerly line of Washington Street; thence South 68 deg. 55' East along the Southerly line of Washington Street 100 feet to the point of beginning.

Work Zone (Project Site)

Beginning at the SE corner of 07-11-27-BA tl 11900 running approximately 70 feet N 63 deg. 05' W along the Southern property line approximately 20 feet wide to the existing building to the North; an area of approximately 1400 sq. ft.

Additional Construction Easement

Beginning at the NW Corner of 07-11-27-BA tax lot 11900 running 80 feet along the Westerly property line approximately 30 wide and including the Work Zone area as described above.

LICENSE AGREEMENT - EXHIBIT B

Legal Description 7-11-27-BA tax lots 11600, 11698 & 11699

Tax Lot 11600-

A tract of land located in the Northeast quarter of Northwest quarter of Section 27, Township 7 South , Range 11 West, of the Willamette Meridian, in Lincoln County, Oregon. The perimeter of said tract being more particularly described as follows:

Beginning at a point which is South 164.51 feet and West 380.04 feet from the North quarter corner of the above mentioned Section 27, said point being the Southeast corner of the Rumble tract described in deed recorded in Book 189, page 468, Deed Records for Lincoln County, Oregon; thence North 63 deg. 26' 41" West, 18.32 feet to a brass screw in lead on the West right-of-way line of Highway 101 and the true point of beginning of the tract herein described; thence Southwesterly along said West line on a spiral curve to the left, having a spiral chord which bears South 23 deg. 25' 41" West, for 81.11 feet to a concrete nail in lead; thence continuing along said West line on a spiral curve to the left having a spiral chord which bears South 20 deg. 08' 37" West for 31.33 feet to the Northeast corner of the tract described in deed to Karl R. Nippolt, et ux, recorded November 12, 1932 in Book 65, page 264, Deed Records for Lincoln County, Oregon; thence North 71 deg. 45' 00" West 153.45 feet to the East line of a roadway; thence North 6 deg. 54' 00" East 99.86 feet to the Southwest corner of the first parcel described in Deed to Wesley Andrews, et ux, recorded February 7, 1947 in Book 116, page 80, Deed Records for Lincoln County, Oregon; thence South 69 deg. 14' 00" East 99.64 feet to the Westerly line of the Nannie M. Nelson tract described in that deed recorded February 4, 1947 in Book 116, page 32, Deed Records for Lincoln County, Oregon; thence North 24 deg. 52' 05" East 30.20 feet to an iron pipe on the Southerly line of the Rumble tract described in deed recorded in Book 189, page 468, Deed Records for Lincoln County, Oregon; thence South 63 deg. 26' 41" East 79.07 feet to the true point of beginning.

Tax Lot 11698-

Beginning at an iron post in the Westerly margin of the old Oregon Coast Highway at the Southeast corner of the Rumble tract described in deed recorded in book 189, page 468, Deed Records, said pipe being 164.51 feet South and 380.04 feet West of the quarter corner between Sections 22 and 27, Township 7 South, Range 11 West, of the Willamette Meridian, Lincoln County, Oregon, thence Southerly, following the Westerly margin of said highway 80.39 feet; thence North 65 deg. 24' West 99.18 feet to a point on the West line of the Nelson tract described in deed recorded in Book 116, page 32, Deed Records; thence North 25 deg. 13' East to an iron pipe on the Southerly line of said Rumble tract; thence South 63 deg. 05' East, following the Southerly line of said Ruble tract to the point of beginning.
EXCEPTING THEREFROM that portion lying within tract described in instrument recorded June 25, 1997 in Book 339, page 1642, from Virginia Wayne formerly known as Virginia Tworoger, affiant in Lincoln County Circuit Court Small Estate Claim proceeding Case No. 973028 to Virginia Wayne formerly known as Virginia Tworoger.

Tax Lot 11699-

Beginning at the one-quarter corner between Sections 22 and 27, Township 7 South, Range 11 West, of the Willamette Meridian, in Lincoln County; thence South 87 deg. 43' West 237.6 feet; thence South 50 deg. 31' West 139.5 feet, to a point on the Westerly right of way line of the Oregon Coast Highway; thence South, along said right-of-way line, 80 feet, to the true point of beginning; thence South 109.7 feet along said right of way of Oregon coast highway, to the Northeast corner of the tract described in deed to Karl R. Nippolt, et ux, recorded November 12, 1932 in Book 65, page 264, Deed Records; thence North 71 deg. 48' West 102.50 feet; thence North 25 deg. 15' East, 120 feet more or less, to the Southwest corner of parcel 2, as described in deed to Wesley Andrews, et ux, recorded February 7, 1947 in Book 116, page 80, Deed Records; thence South 66 deg. 08' East, 97.2 feet, more or less, to the true point of beginning. EXCEPTING THEREFROM the following: Beginning at an iron post in the Westerly margin of the old Oregon Coast Highway at the Southeast corner of the Rumble tract described in deed recorded in Book 189, page 468, deed Records, said pipe being 164.51 feet South and 380.04 feet West of the Quarter corner between Sections 22 and 27, Township 7 South, Range 11 West, of the Willamette meridian, Lincoln County, Oregon; thence Southerly following the Westerly margin of said highway 80.39 feet; thence North 65 deg. 24' West 99.18 feet to a point on the West line of the Nelson tract described in deed recorded in book 116, page 32, Deed Records; thence North 25 deg. 13' East, following the Southerly line of said Rumble tract to the point of beginning. ALSO EXCEPTING THEREFROM that portion lying with in tract described in instrument recorded March 27, 1996 in Book 315, page 909 from Ruth D. Grover to Virginia Wayne.

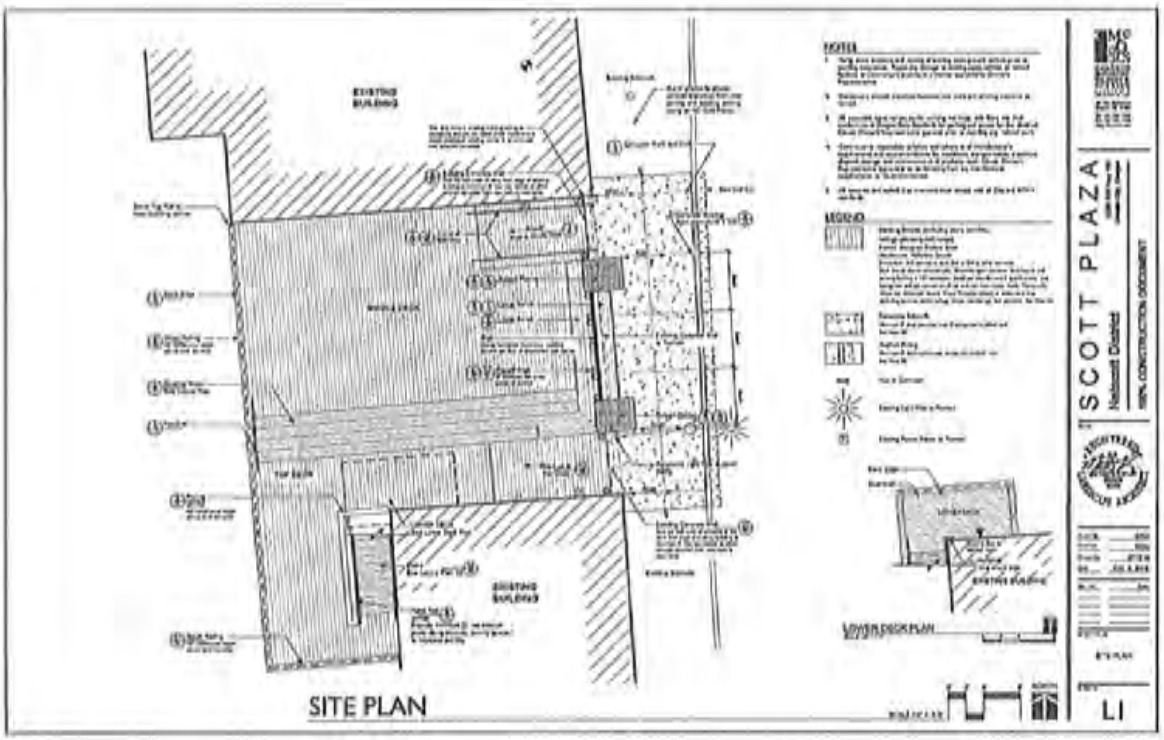
Work Zone (Project Site)

Beginning at the NE corner of 07-11-27-BA tax lot 11698 running approximately 70 feet N 63 deg. 05' W along the Northern property line approximately 16 feet wide to the existing building to the South and approximately 30 feet wide behind the existing building; an area of approximately 1344 sq. ft.

Additional Construction Easement

An area extending 10 feet westerly and 10 feet southerly from the Work Zone area as described above.

LICENSE AGREEMENT - EXHIBIT C



LICENSE AGREEMENT – EXHIBIT D

LICENSE AREA - SCOTT PLAZA, NELSCOTT

7-11-27-BA tax lot 11900

Part of Section 27, Township 7 South, Range 11 West of the Willamette Meridian, Lincoln County, Oregon, described as follows:

Beginning at the intersection of the Westerly right-of-way line of the Oregon Coast Highway, as it existed in 1941 with the Southerly line of Washington Street in First Addition to Nelscott Beach, in Lincoln County; thence Southwesterly along the Westerly line of said highway line 80 feet to the Northerly line of tract conveyed to Nannie M. Nelson by deed recorded February 4, 1947 in Book 116, page 32, Deed Records; thence North 63 deg. 05' West along the Northerly line of said Nelson tract and along said Northerly line extended to a line which is 100 feet Westerly from and parallel with the Westerly line of the Oregon Coast Highway as existed in 1941; thence Northerly along said line 100 feet Westerly from and parallel with said Westerly highway line 80 feet to the Southerly line of Washington Street; thence South 68 deg. 55' East along the Southerly line of Washington Street 100 feet to the point of beginning.

Work Zone (Project Site)

Beginning at the SE corner of 07-11-27-BA tax lot 11900 running approximately 70 feet N 63 deg. 05' W along the Southern property line approximately 20 feet wide to the existing building to the North; an area of approximately 1400 sq. ft.

Additional Construction Easement Description

Beginning at the NW Corner of 07-11-27-BA tax lot 11900 running 80 feet along the Westerly property line approximately 30 wide and including the Work Zone area as described above.

7-11-27-BA tax lots 11600, 11698 & 11699

Tax Lot 11600

A tract of land located in the Northeast quarter of Northwest quarter of Section 27, Township 7 South , Range 11 West, of the Willamette Meridian, in Lincoln County, Oregon. The perimeter of said tract being more particularly described as follows:

Beginning at a point which is South 164.51 feet and West 380.04 feet from the North quarter corner of the above mentioned Section 27, said point being the Southeast corner of the Rumble tract described in deed recorded in Book 189, page 468, Deed Records for Lincoln County, Oregon; thence North 63 deg. 26' 41" West, 18.32 feet to a brass screw in lead on the West right-of-way line of Highway 101 and the true point of beginning of the tract herein described; thence Southwesterly along said West line on a spiral curve to the left, having a spiral chord which bears South 23 deg. 25' 41" West, for 81.11 feet to a concrete nail in lead; thence continuing along said West line on a spiral

curve to the left having a spiral chord which bears South 20 deg. 08' 37" West for 31.33 feet to the Northeast corner of the tract described in deed to Karl R. Nippolt, et ux, recorded November 12, 1932 in Book 65, page 264, Deed Records for Lincoln County, Oregon; thence North 71 deg. 45' 00" West 153.45 feet to the East line of a roadway; thence North 6 deg. 54' 00" East 99.86 feet to the Southwest corner of the first parcel described in Deed to Wesley Andrews, et ux, recorded February 7, 1947 in Book 116, page 80, Deed Records for Lincoln County, Oregon; thence South 69 deg. 14' 00" East 99.64 feet to the Westerly line of the Nannie M. Nelson tract described in that deed recorded February 4, 1947 in Book 116, page 32, Deed Records for Lincoln County, Oregon; thence North 24 deg. 52' 05" East 30.20 feet to an iron pipe on the Southerly line of the Rumble tract described in deed recorded in Book 189, page 468, Deed Records for Lincoln County, Oregon; thence South 63 deg. 26' 41" East 79.07 feet to the true point of beginning.

Tax Lot 11698

Beginning at an iron post in the Westerly margin of the old Oregon Coast Highway at the Southeast corner of the Rumble tract described in deed recorded in book 189, page 468, Deed Records, said pipe being 164.51 feet South and 380.04 feet West of the quarter corner between Sections 22 and 27, Township 7 South, Range 11 West, of the Willamette Meridian, Lincoln County, Oregon, thence Southerly, following the Westerly margin of said highway 80.39 feet; thence North 65 deg. 24' West 99.18 feet to a point on the West line of the Nelson tract described in deed recorded in Book 116, page 32, Deed Records; thence North 25 deg. 13' East to an iron pipe on the Southerly line of said Rumble tract; thence South 63 deg. 05' East, following the Southerly line of said Ruble tract to the point of beginning.
EXCEPTING THEREFROM that portion lying within tract described in instrument recorded June 25, 1997 in Book 339, page 1642, from Virginia Wayne formerly known as Virginia Tworoger, affiant in Lincoln County Circuit Court Small Estate Claim proceeding Case No. 973028 to Virginia Wayne formerly known as Virginia Tworoger.

Tax Lot 11699

Beginning at the one-quarter corner between Sections 22 and 27, Township 7 South, Range 11 West, of the Willamette Meridian, in Lincoln County; thence South 87 deg. 43' West 237.6 feet; thence South 50 deg. 31' West 139.5 feet, to a point on the Westerly right of way line of the Oregon Coast Highway; thence South, along said right-of-way line, 80 feet, to the true point of beginning; thence South 109.7 feet along said right of way of Oregon coast highway, to the Northeast corner of the tract described in deed to Karl R. Nippolt, et ux, recorded November 12, 1932 in Book 65, page 264, Deed Records; thence North 71 deg. 48' West 102.50 feet; thence North 25 deg. 15' East, 120 feet more or less, to the Southwest corner of parcel 2, as described in deed to Wesley Andrews, et ux, recorded February 7, 1947 in Book 116, page 80, Deed Records; thence South 66 deg. 08' East, 97.2 feet, more or less, to the true point of beginning.
EXCEPTING THEREFROM the following: Beginning at an iron post in the Westerly margin of the old Oregon Coast Highway at the Southeast corner of the Rumble tract described in deed recorded in Book 189, page 468, deed Records, said pipe being 164.51 feet South and 380.04 feet West of the Quarter corner between Sections 22 and 27, Township 7 South, Range 11 West, of the Willamette meridian, Lincoln County,

Oregon; thence Southerly following the Westerly margin of said highway 80.39 feet; thence North 65 deg. 24' West 99.18 feet to a point on the West line of the Nelson tract described in deed recorded in book 116, page 32, Deed Records; thence North 25 deg. 13' East, following the Southerly line of said Rumble tract to the point of beginning. ALSO EXCEPTING THEREFROM that portion lying with in tract described in instrument recorded March 27, 1996 in Book 315, page 909 from Ruth D. Grover to Virginia Wayne.

Work Zone (Project Site)

Beginning at the NE corner of 07-11-27-BA tax lot 11698 running approximately 70 feet N 63 deg. 05' W along the Northern property line approximately 16 feet wide to the existing building to the South and approximately 30 feet wide behind the existing building; an area of approximately 1344 sq. ft.

Additional Construction Easement

An area extending 10 feet westerly and 10 feet southerly from the Work Zone area as described above.

LICENSE AGREEMENT – EXHIBIT E

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

After recording, return to:
City Recorder
City of Lincoln City
P.O. Box 50
Lincoln City, OR 97367

KNOW ALL MEN BY THESE PRESENTS, that DONNA M. CAIRO, "Grantor", for the consideration stated below, grants to the CITY OF LINCOLN CITY AND THE LINCOLN CITY URBAN RENEWAL AGENCY, municipal corporations, hereinafter collectively referred to as "Grantee", a temporary construction and access easement, over and along the width and length of the premises described as follows, to-wit:

1. Legal description is provided in EXHIBIT "A" attached and incorporated by reference.

2. A map of the above legal description is provided in EXHIBIT "B" and attached and incorporated by reference.

This temporary construction easement shall be effective only for and during the time of the initial construction of the improvement described below.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ 00.00 (zero dollars). However, the actual consideration consists of or includes other property or value given or promised which is the whole of consideration. (ORS 93.030.)

TO HAVE AND TO HOLD the above described temporary easement unto said Grantee in accordance with the conditions and covenants as follows:

1. The Grantee, through its officers, employees and agents, shall have the right to enter upon said lands in such a manner and at such times from this date as may be reasonably necessary for the purpose of constructing and installing thereon the Scott Plaza Project, as shown in EXHIBIT "C", attached hereto and incorporated by reference. This right shall last for so long as Grantee shall undertake construction of the Scott Plaza Project for the purposes as herein provided.

2. Immediately after any construction or repair of said public utility the surface of the ground shall be restored equal to its original condition so that the Grantor and its successors and/or assigns shall have the free and unobstructed use thereof, subject to rights of Grantee herein provided.

3. Grantor and its successors and/or assigns will not be responsible for damage by others to the Scott Plaza Project.

4. Grantee will indemnify and hold harmless the Grantor and its successors and/or assigns from claims or injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said Scott Plaza.

IN WITNESS WHEREOF, the undersigned grantor has executed this easement, this _____ day of _____, 2008.

Grantor: _____
Donna M. Cairo

STATE OF OREGON)
) ss
County of _____)

On this _____ day of _____, 2008, before me, a notary public in and for said County and State, personally appeared Donna M. Cairo, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

_____
NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

ACCEPTED
on behalf of the City of Lincoln City, OR,
this ___ day of _____, 2008.

_____
David Hawker, City Manager

Attest: _____
Cathy Steere, City Recorder

Date: _____

ACCEPTED
on behalf of the Lincoln City Urban Renewal Agency, OR,
this ___ day of _____, 2008.

_____
Rick Brissette, Chair

Attest: _____
Cathy Steere, City Recorder Date: _____

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT - Exhibit A

Property Description - Lincoln County Tax Assessor # 7-11-27-BA tax lot 11900

Part of Section 27, Township 7 South, Range 11 West of the Willamette Meridian, Lincoln County, Oregon, described as follows:

Beginning at the intersection of the Westerly right-of-way line of the Oregon Coast Highway, as it existed in 1941 with the Southerly line of Washington Street in First Addition to Nelscott Beach, in Lincoln County; thence Southwesterly along the Westerly line of said highway line 80 feet to the Northerly line of tract conveyed to Nannie M. Nelson by deed recorded February 4, 1947 in Book 116, page 32, Deed Records; thence North 63 deg. 05' West along the Northerly line of said Nelson tract and along said Northerly line extended to a line which is 100 feet Westerly from and parallel with the Westerly line of the Oregon Coast Highway as existed in 1941; thence Northerly along said line 100 feet Westerly from and parallel with said Westerly highway line 80 feet to the Southerly line of Washington Street; thence South 68 deg. 55' East along the Southerly line of Washington Street 100 feet to the point of beginning.

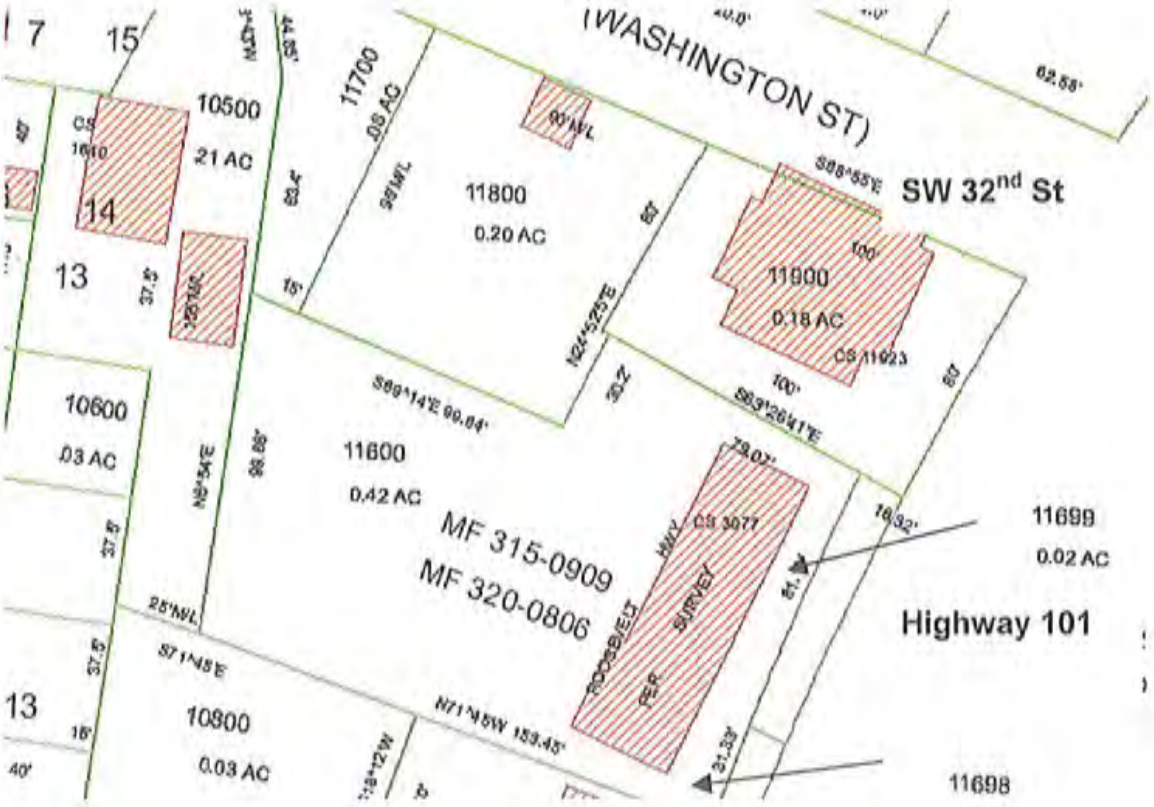
Work Zone (Project Site)

Beginning at the SE corner of 07-11-27-BA tax lot 11900 running approximately 70 feet N 63 deg. 05' W along the Southern property line approximately 20 feet wide to the existing building to the North; an area of approximately 1400 sq. ft.

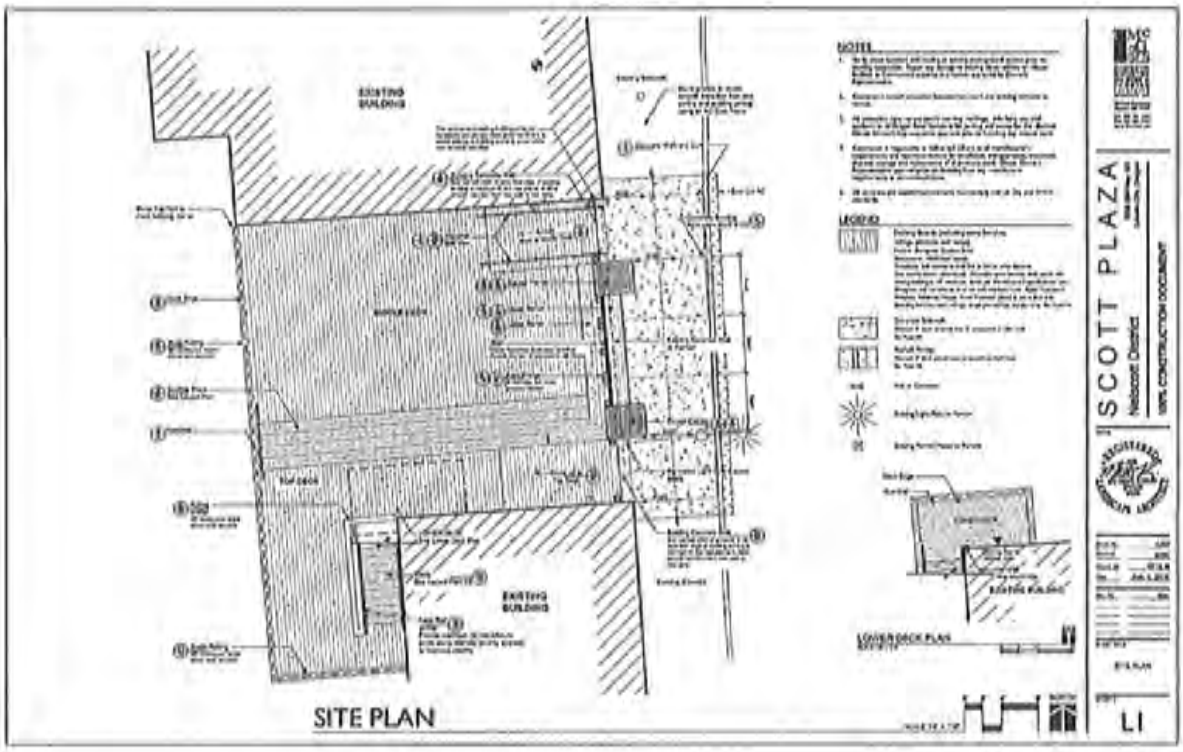
Additional Construction Easement

Beginning at the NW Corner of 07-11-27-BA tax lot 11900 running 80 feet along the Westerly property line approximately 30 wide and including the Work Zone area as described above.

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT - Exhibit B



TEMPORARY CONSTRUCTION AND ACCESS EASEMENT - Exhibit C



LICENSE AGREEMENT – EXHIBIT F

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

After recording, return to:
City Recorder
City of Lincoln City
P.O. Box 50
Lincoln City, OR 97367

KNOW ALL MEN BY THESE PRESENTS, that LINCOLN CITY TWO, LLC, "Grantor", for the consideration stated below, grants to the CITY OF LINCOLN CITY AND THE LINCOLN CITY URBAN RENEWAL AGENCY, municipal corporations, hereinafter collectively referred to as "Grantee", a temporary construction and access easement, over and along the width and length of the premises described as follows, to-wit:

1. Legal description is provided in EXHIBIT "A" attached and incorporated by reference.

2. A map of the above legal description is provided in EXHIBIT "B" and attached and incorporated by reference.

This temporary construction and access easement shall be effective only for and during the time of the initial construction of the improvement described below.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ 00.00 (zero dollars). However, the actual consideration consists of or includes other property or value given or promised which is the whole of consideration. (ORS 93.030.)

TO HAVE AND TO HOLD the above described temporary easement unto said Grantee in accordance with the conditions and covenants as follows:

1. The Grantee, through its officers, employees and agents, shall have the right to enter upon said lands in such a manner and at such times from this date as may be reasonably necessary for the purpose of constructing and installing thereon the Scott Plaza Project, as shown in EXHIBIT "C", attached hereto and incorporated by reference. This right shall last for so long as Grantee shall undertake construction of the Scott Plaza Project for the purposes as herein provided.

2. Immediately after any construction or repair of said public utility the surface of the ground shall be restored equal to its original condition so that the Grantor and its successors and/or assigns shall have the free and unobstructed use thereof, subject to rights of Grantee herein provided.

3. Grantor and its successors and/or assigns will not be responsible for damage by others to the Scott Plaza Project.

4. Grantee will indemnify and hold harmless the Grantor and its successors and/or assigns from claims or injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said Scott Plaza.

IN WITNESS WHEREOF, the undersigned grantor has executed this easement, this _____ day of _____, 2008.

Grantor: _____
Lincoln City Two, LLC
Ronald L. Rubin, member

STATE OF OREGON)
) ss
County of _____)

On this _____ day of _____, 2008, before me, a notary public in and for said County and State, personally appeared Ronald L. Rubin, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

_____
NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

ACCEPTED
on behalf of the City of Lincoln City, OR,
this _____ day of _____, 2008.

_____
David Hawker, City Manager

Attest: _____
Cathy Steere, City Recorder

Date: _____

ACCEPTED
on behalf of the Lincoln City Urban Renewal Agency, OR,
this _____ day of _____, 2008.

_____
Rick Brissette, Chair

Attest: _____
Cathy Steere, City Recorder

Date: _____

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT - Exhibit A

Property Description
Lincoln County Tax Assessor #7-11-27-BA tax lots 11600, 11698 & 11699

Tax Lot 11600
A tract of land located in the Northeast quarter of Northwest quarter of Section 27, Township 7 South , Range 11 West, of the Willamette Meridian, in Lincoln County, Oregon. The perimeter of said tract being more particularly described as follows:

Beginning at a point which is South 164.51 feet and West 380.04 feet from the North quarter corner of the above mentioned Section 27, said point being the Southeast corner of the Rumble tract described in deed recorded in Book 189, page 468, Deed Records for Lincoln County, Oregon; thence North 63 deg. 26' 41" West, 18.32 feet to a brass screw in lead on the West right-of-way line of Highway 101 and the true point of beginning of the tract herein described; thence Southwesterly along said West line on a spiral curve to the left, having a spiral chord which bears South 23 deg. 25' 41" West, for 81.11 feet to a concrete nail in lead; thence continuing along said West line on a spiral curve to the left having a spiral chord which bears South 20 deg. 08' 37" West for 31.33 feet to the Northeast corner of the tract described in deed to Karl R. Nippolt, et ux, recorded November 12, 1932 in Book 65, page 264, Deed Records for Lincoln County, Oregon; thence North 71 deg. 45' 00" West 153.45 feet to the East line of a roadway; thence North 6 deg. 54' 00" East 99.86 feet to the Southwest corner of the first parcel described in Deed to Wesley Andrews, et ux, recorded February 7, 1947 in Book 116, page 80, Deed Records for Lincoln County, Oregon; thence South 69 deg. 14' 00" East 99.64 feet to the Westerly line of the Nannie M. Nelson tract described in that deed recorded February 4, 1947 in Book 116, page 32, Deed Records for Lincoln County, Oregon; thence North 24 deg. 52' 05" East 30.20 feet to an iron pipe on the Southerly line of the Rumble tract described in deed recorded in Book 189, page 468, Deed Records for Lincoln County, Oregon; thence South 63 deg. 26' 41" East 79.07 feet to the true point of beginning.

Tax Lot 11698
Beginning at an iron post in the Westerly margin of the old Oregon Coast Highway at the Southeast corner of the Rumble tract described in deed recorded in book 189, page 468, Deed Records, said pipe being 164.51 feet South and 380.04 feet West of the quarter corner between Sections 22 and 27, Township 7 South, Range 11 West, of the Willamette Meridian, Lincoln County, Oregon, thence Southerly, following the Westerly margin of said highway 80.39 feet; thence North 65 deg. 24' West 99.18 feet to a point on the West line of the Nelson tract described in deed recorded in Book 116, page 32, Deed Records; thence North 25 deg. 13' East to an iron pipe on the Southerly line of said Rumble tract; thence South 63 deg. 05' East, following the Southerly line of said Ruble tract to the point of beginning.
EXCEPTING THEREFROM that portion lying within tract described in instrument recorded June 25, 1997 in Book 339, page 1642, from Virginia Wayne formerly known as Virginia Tworoger, affiant in Lincoln County Circuit Court Small Estate Claim proceeding Case No. 973028 to Virginia Wayne formerly known as Virginia Tworoger.

Tax Lot 11699

Beginning at the one-quarter corner between Sections 22 and 27, Township 7 South, Range 11 West, of the Willamette Meridian, in Lincoln County; thence South 87 deg. 43' West 237.6 feet; thence South 50 deg. 31' West 139.5 feet, to a point on the Westerly right of way line of the Oregon Coast Highway; thence South, along said right-of-way line, 80 feet, to the true point of beginning; thence South 109.7 feet along said right of way of Oregon coast highway, to the Northeast corner of the tract described in deed to Karl R. Nippolt, et ux, recorded November 12, 1932 in Book 65, page 264, Deed Records; thence North 71 deg. 48' West 102.50 feet; thence North 25 deg. 15' East, 120 feet more or less, to the Southwest corner of parcel 2, as described in deed to Wesley Andrews, et ux, recorded February 7, 1947 in Book 116, page 80, Deed Records; thence South 66 deg. 08' East, 97.2 feet, more or less, to the true point of beginning.

EXCEPTING THEREFROM the following: Beginning at an iron post in the Westerly margin of the old Oregon Coast Highway at the Southeast corner of the Rumble tract described in deed recorded in Book 189, page 468, deed Records, said pipe being 164.51 feet South and 380.04 feet West of the Quarter corner between Sections 22 and 27, Township 7 South, Range 11 West, of the Willamette meridian, Lincoln County, Oregon; thence Southerly following the Westerly margin of said highway 80.39 feet; thence North 65 deg. 24' West 99.18 feet to a point on the West line of the Nelson tract described in deed recorded in book 116, page 32, Deed Records; thence North 25 deg. 13' East, following the Southerly line of said Rumble tract to the point of beginning.

ALSO EXCEPTING THEREFROM that portion lying with in tract described in instrument recorded March 27, 1996 in Book 315, page 909 from Ruth D. Grover to Virginia Wayne.

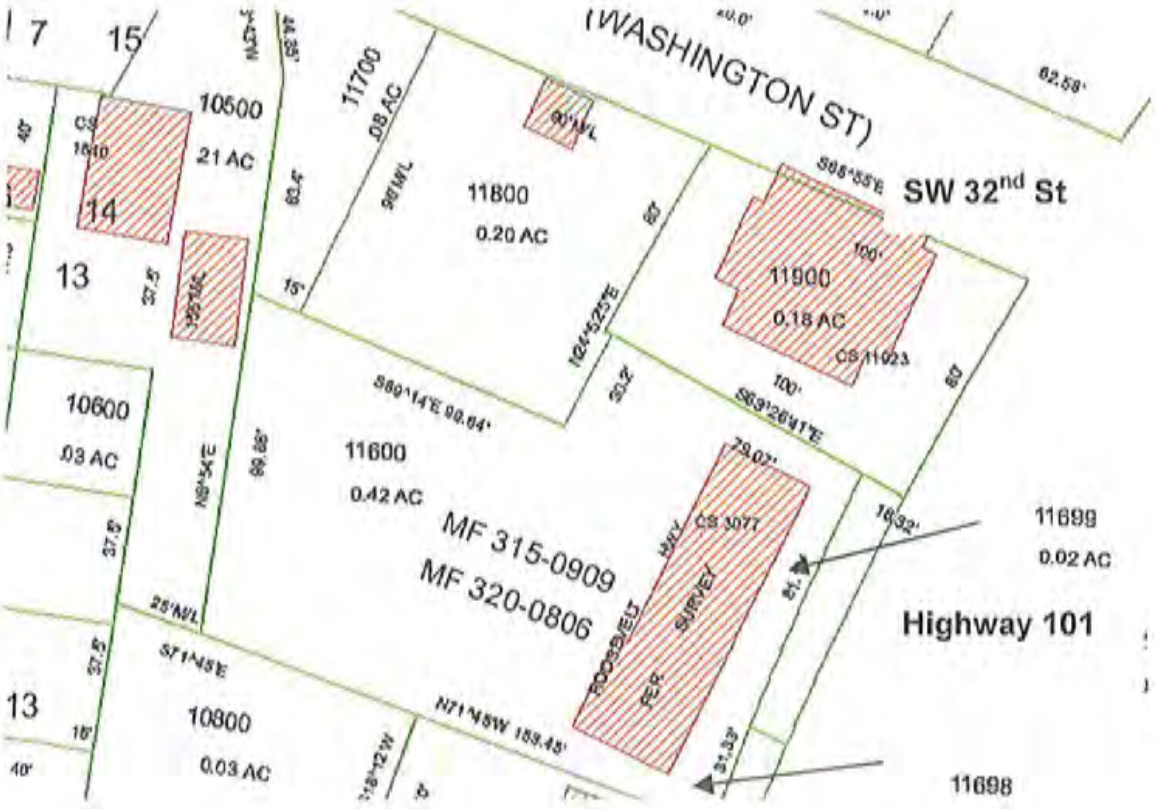
Work Zone (Project Site)

Beginning at the NE corner of 07-11-27-BA tax lot 11698 running approximately 70 feet N 63 deg 05' W along the Northern property line approximately 16 feet wide to the existing building to the South and approximately 30 feet wide behind the existing building; an area of approximately 1344 sq. ft.

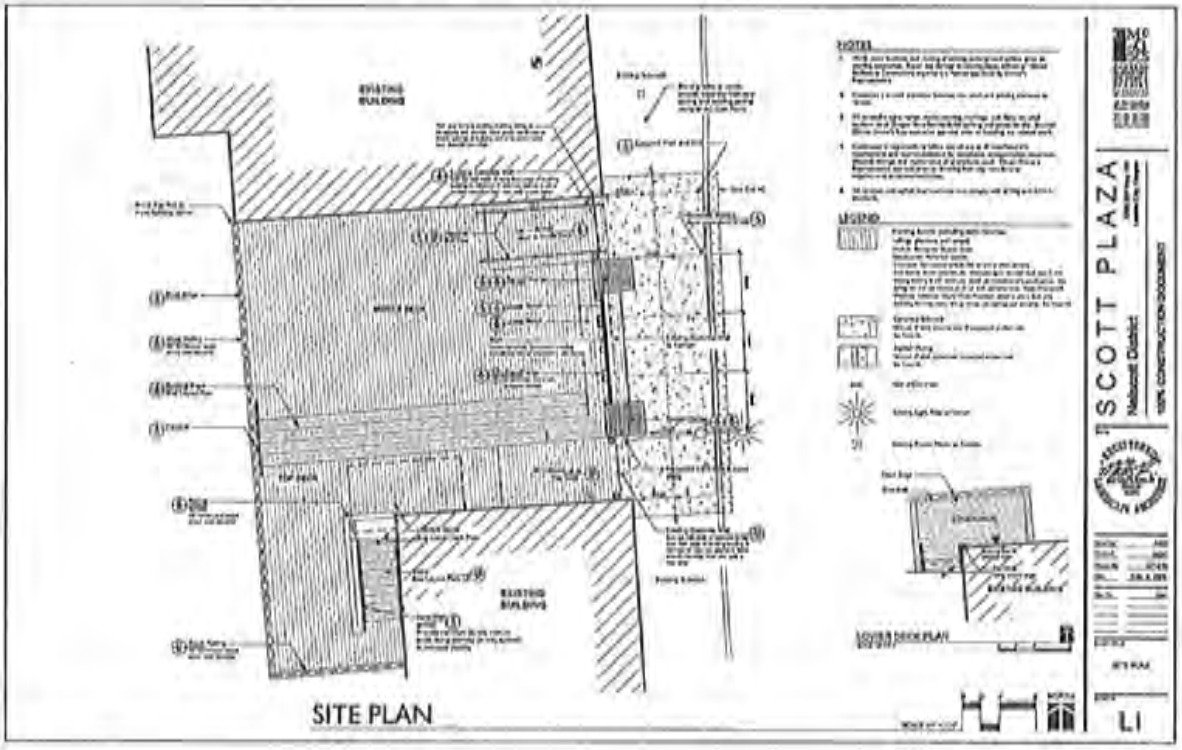
Additional Construction Easement

An area extending 10 feet westerly and 10 feet southerly from the Work Zone Area as described above.

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT - Exhibit B



TEMPORARY CONSTRUCTION AND ACCESS EASEMENT - Exhibit C



RESOLUTION NO. UR 2009-03

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY TO AWARD A BID TO CLEAN RIVERS EROSION CONTROL, INC. FOR CONSTRUCTION SERVICES RELATED TO THE OCEANLAKE GATEWAY PROJECT & NORTH 18TH STREET TRAFFIC ISLAND

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in June 2008 the Agency approved and 2008-2009 budgeted including improvements in the OceanLake District; and

WHEREAS, the Agency adopted procedures for public contracts; and

WHEREAS, the objective of the OceanLake Gateway Project & North 18th Street Traffic Island project is to provide a public plaza space and enhance the aesthetics at the north entry to OceanLake with landscape and signage features,

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. By public notice staff solicited requests for proposals and received competitive proposals and quotes for construction of OceanLake Gateway Project & North 18th Street Traffic Island.
2. The work is a public improvements contract for construction of a public plaza and landscape and streetscape features for which the contractor will provide construction services.
3. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the competitive proposals, as shown in Staff Report UR012609 attached as Exhibit A hereto and incorporated by reference herein.

4. The Local Contract Review Board accepts the staff recommendation and approves an award of bid for construction to Clean Rivers Erosion Control, Inc. in the amount of $78,500.00 and authorizes a 10% change order contingency.
5. The basis for the award is most responsive responsible bid and the lowest bid.
6. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 26th day of January, 2009.

RICK BRISSETTE, Chair

ATTEST:

CATHY STEERE, City Recorder

Resolution No. UR 2009-03 - EXHIBIT A

STAFF REPORT
AGENCY MEETING: 1/26/09

ITEM

Bid Award OceanLake Gateway Project

INFORMATION SOURCE

Kurt Olsen, Director

BACKGROUND

Phase II of the OceanLake Gateway Project was designed by Landesign Group of Portland, Oregon. The project includes addition of landscape features in the two highway islands at N. 21st and N. 19th Streets and behind the sidewalk south of NW 21st . The project includes improvements to the small plaza area with benches, a trash receptacle, and railing along the top of the retaining wall.

The existing sidewalk on the highway will be extended to the entry of the Community Garden. OceanLake signage will complete the project.

Luke Gmazel, Public Works, completed the bid packet and put the project out to bid. His memo outlines the results.

EXHIBITS

Exhibit 'A'	Project Drawing
Exhibit 'B'	Lila Bradley, Bid Results Memo

ACTION

Agency discussion and vote on Resolution No. UR 2009-03 awarding the OceanLake Gateway Project & North 18th Street Traffic Island to Clean Rivers Erosion Control, Inc., in the amount of $78,500 with a 10% contingency.

RECOMMENDATION

Pass Resolution No. UR 2009-03

EXHIBIT A

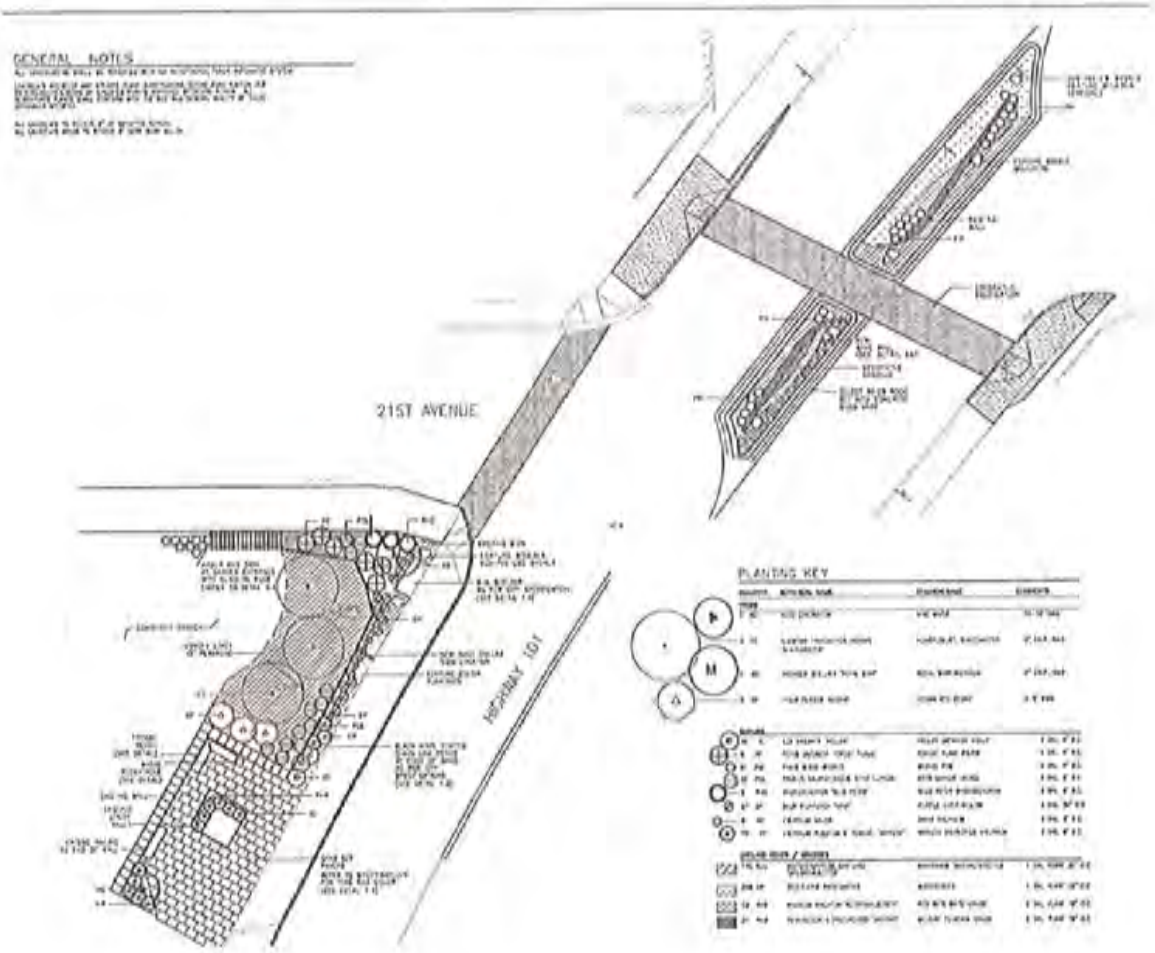


EXHIBIT B

January 21, 2009

MEMORANDUM

To: David Hawker, City Manager

From: Lila Bradley, Public Works Director

Re: Oceanlake Gateway Project & North 18th Street Traffic Island

---

On January 15, 2009, the City of Lincoln City received three bids for the above project. The Bid Tabulation is indicated in the table below. The low bid of $78,500.00, submitted by Clean Rivers Erosion Control, Inc., has been found to be responsive.

This project has been proposed by the Department of Urban Renewal as a measure to beautify and improve the Oceanlake Gateway area. The scope of work for this project includes landscaping work around the community garden located at the corner of NW 21st Ave. and Highway 101. The work would entail the installation of new sand set pavers, benches and a hand railing in the area around the existing utility vault located just south of the community garden. Additionally, the traffic island located in Highway 101, at NW 21st Ave., would be landscaped and a new irrigation system would be installed. Improvements would also be made to the traffic island located in Highway 101 between NE 18th Place and NW 19th Street.

Bidder	Bid Amount
Salmon River Contractors, Inc.	$98,1495.00
Clean Rivers Erosion Control, Inc.	$78,500.00
Banzer Construction Co.	$168,500.00

References: Clean Rivers Erosion Control, Inc. provided three references for similar work. One reference was for landscape work on the Southwestern Oregon Regional Airport under the prime contractor, Knife River. Another reference was for landscape and irrigation work at the North Bend High School under the prime contractor, Godfrey and Yeager. The third reference was for landscaping work for the Coos County Road Department. All three references provided good reviews of their experiences working with Clean Rivers Erosion Control, Inc.

We recommend awarding the bid to Clean Rivers Erosion Control, Inc., the low responsive bidder, in the amount of **$78,500.00** and authorizing a contract budgetary contingency of **$7,850.00.**

RESOLUTION NO. UR 2009-04

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY AWARDING A BID TO DAN KAUFFMAN EXCAVATING FOR CONSTRUCTION SERVICES RELATED TO THE INLET AVENUE PARKING LOT PROJECT

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2008 the Agency approved and budgeted for Taft District Renovations; and

WHEREAS, the Agency adopted procedures for public contracts including personal and professional services contracts; and

WHEREAS, URA Resolution No. 2005-03, Section 2.05.090 provides for the City Manager as contracting agent to award contracts under $75,000 by soliciting at least three prospective contractors, with contracts over that amount to be approved by the Urban Renewal Agency; and

WHEREAS, public parking in the Taft District is in high demand during the peak season; and

WHEREAS, the Agency purchased three vacant parcels for parking lot development,

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. Staff solicited requests for proposals and received competitive proposals and quotes for construction of a parking lot project on SE Inlet Avenue in the Taft District in the Urban Renewal District.
2. The Urban Renewal Agency acting as Local Contract Review Board hereby adopts the Staff evaluation of the bids, as shown in Staff Report 20090309-UR-Olsen-Inlet by Kurt Olsen, attached as Exhibit A hereto and incorporated by reference herein.

3. The Local Contract Review Board accepts the staff recommendation and approves an award of contract for construction services to Dan Kauffman Excavating in the amount of $290,927.25, plus a ten percent contingency is being made available.
4. The basis for the award is lowest cost responsive bid.
5. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 9th day of March, 2009.

RICK BRISSETTE, AGENCY CHAIR

ATTEST:

CATHY STEERE, CITY RECORDER

STAFF REPORT
AGENCY MEETING: 3/09/09

ITEM

Bid Award – Inlet Ave. Parking Lot

INFORMATION SOURCE

Kurt Olsen, Director

BACKGROUND

In 2007 the Agency approved the purchase of three vacant lots ($400,000) for future parking and possible redevelopment potential. The three lots are also dissected by a 40 foot public Right of Way. Design development for this project began in April, 2008 with an engineering contract to Group Mackenzie ($58,000).

There were a number of design changes as a result of meetings with City departmental staff. The idea for a public restroom was dropped due the proximity of several Agency built public restroom facilities in the Taft area. The parking was expanded to provide the maximum spaces possible and a walkway across the wetland to the residential neighborhood and school district property were included as the City was negotiating a property purchase for a south-end sports facility.

The parking lot will include an RV dump station, the only one in the city limits, and parking spaces designed for RVs. With the current success of the OceanLake-Gerdes Community Garden, a need for a similar plot in the south-end of town was suggested by the City Manager and this project site had an area that could be developed into a small public area and a fenced community garden plot. In the event the plot is not utilized to its potential, the fenced area could be used as a small doggie park for visitors and neighborhood residents.

The parking lot will include a test area of pervious concrete, an onsite water detention design and bio-swale runoff as examples for future development.

The Inlet Avenue Parking Lot project proposals were opened on February 19th. A record number of twelve bidders submitted. The base bids ranged from $278,533.05 to $400,207.95, with local contractor Dan Kauffman Excavating submitting the low bid and listing six area subcontractors that will provide product or services on this project. Bid award is based on low base bid. Project cost estimate was $350,000.

The project bidding included three alternate bids. 1) recycled composite-material walking bridge, 2) initial mulch of garden plot area, and 3) four-foot cyclone fence enclosure. A breakdown of those costs is shown on the accompanying spreadsheet.

In addition, the Agency will pay the City of Lincoln City $7,507 in System Development fees for the RV dump station sewer and water connection and $2785 to the City Art Committee Fund.

EXHIBITS

Exhibit 'A' Project Design Drawing
Exhibit 'B' Bid Spreadsheet

RECOMMENDATION

Affirmative vote on Resolution UR 2009-04-Awarding Construction Contract with Alternatives


TAFT-INLET AVENUE
PUBLIC PARKING LOT
IMPROVEMENTS
MACKENZIE
C1.0

Lincoln City Urban Renewal Agency

Taft Inlet Avenue Parking Lot Project Bid Proposals - Feb. 19, 2009

Firm		Bid Proposal	Contact	Email	City, State Zip
Dan Kauffman Excavating	**Base Bid**	**278,533.05**			Lincoln City, OR 97367
	Alt 1 - Bridge	7,600.00			
	Alt 2 - Mulch	1,054.20			
	Alt 3 - Fence	3,540.00			
Crestview Construction	**Base Bid**	**288,021.80**			Hillsboro, OR 97123
	Alt 1 - Bridge	7,000.00			
	Alt 2 - Mulch	301.20			
	Alt 3 - Fence	3,186.00			
Gelco Construction	**Base Bid**	**330,321.60**			Salem, OR 97303
	Alt 1 - Bridge	46,300.00			
	Alt 2 - Mulch	1,054.20			
	Alt 3 - Fence	6,088.80			
Diamond N Construction	**Base Bid**	**335,728.40**			Silverton, OR 97381
	Alt 1 - Bridge	54,500.00			
	Alt 2 - Mulch	1,204.80			
	Alt 3 - Fence	3,532.92			
Parsons Excavating	**Base Bid**	**338,467.96**			Tualatin, OR 97062
	Alt 1 - Bridge	21,100.00			
	Alt 2 - Mulch	1,054.20			
	Alt 3 - Fence	6,997.40			
North Santiam Paving	**Base Bid**	**341,537.90**			Stayton, OR 97383
	Alt 1 - Bridge	50,900.00			
	Alt 2 - Mulch	361.44			
	Alt 3 - Fence	6,018.00			
Owen Construction	**Base Bid**	**355,197.95**			Keizer, OR 97307
	Alt 1 - Bridge	15,200.00			
	Alt 2 - Mulch	1,656.60			

	Alt 3 - Fence	2,596.00	
Kodiak Pacific	**Base Bid**	**355,355.00**	Tualatin, OR 97062
	Alt 1 - Bridge	49,700.00	
	Alt 2 - Mulch	1,084.32	
	Alt 3 - Fence	3,186.00	
Civil Works NW	**Base Bid**	**357,207.50**	Vancouver, WA 98668
	Alt 1 - Bridge	41,500.00	
	Alt 2 - Mulch	1,204.80	
	Alt 3 - Fence	3,540.00	
Devils Lake Rock	**Base Bid**	**357,447.02**	Lincoln City, OR 97367
	Alt 1 - Bridge	47,500.00	
	Alt 2 - Mulch	1,204.80	
	Alt 3 - Fence	3,304.00	
R & R General Contractors	**Base Bid**	**365,387.70**	Wilsonville, OR 97070
	Alt 1 - Bridge	57,042.25	
	Alt 2 - Mulch	451.80	
	Alt 3 - Fence	4,956.00	
Jeff Carter Construction	**Base Bid**	**400,207.95**	Salem, OR 97306
	Alt 1 - Bridge	47,000.00	
	Alt 2 - Mulch	1,204.80	
	Alt 3 - Fence	9,440.00	

RESOLUTION NO. UR 2009-05

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON AUTHORIZING A $2,000,000 SHORT TERM URBAN RENEWAL BOND.

WHEREAS the Urban Renewal Agency of the City of Lincoln City is authorized by Article IX, Section 1c and Article XI, Section 11(16) of the Oregon Constitution and Chapter 457 of the Oregon Revised Statutes to issue bonds which are payable from the tax increment revenues of the Year 2000 Development Area; and,

WHEREAS the Agency has previously issued its Urban Renewal Bond, Series 2003, Urban Renewal Bond, Series 2004, and Urban Renewal Bond, Series 2007 that remain outstanding and have a lien on the tax increment revenues of the Year 2000 Development Area (the "Outstanding Bonds"); and,

WHEREAS the City of Lincoln City has approved a maximum indebtedness for the Year 2000 Development Area of $43,000,000 and has $13,975,000 of capacity remaining under that maximum indebtedness limit; and,

WHEREAS, the Agency adopts this Resolution to authorize the issuance of a short term, subordinate bond; now, therefore,

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Definitions.

Unless the context clearly requires otherwise, capitalized terms used in this resolution shall have the meanings defined for those terms in this section, and capitalized terms not defined in this section shall have the meanings defined for those terms in resolutions authorizing the Outstanding Bonds:

"2009 Subordinate Bond" means the Series 2009 Short Term Subordinate Urban Renewal Bond which is authorized by Section 4 of this Resolution.

"Agency Official" means the City Manager, Financial Planner or the Finance Director of the City or a person designated by the City Manager or Finance Director to act as Agency Official under this Resolution.

"Agency" means the Urban Renewal Agency of the City of Lincoln City.

"Resolution" means this Resolution authorizing the 2009 Subordinate Bond.

Section 2. Authorization of Bond.

The Agency hereby authorizes the issuance of the 2009 Subordinate Bond to finance projects within the Area. The 2009 Subordinate Bond shall not be issued in a principal amount of more than $2,000,000, shall mature within six months after it is issued, may bear interest which is includable in gross income under the Internal Revenue Code of 1986, as amended, and shall be issued on the terms established by the Agency Official pursuant to Section 4, below.

Section 3. Security for 2009 Subordinate Bond.

3.1. The 2009 Subordinate Bond shall be a special obligation of the Agency which is payable solely from the Security.

3.2. The Agency hereby irrevocably pledges the Security to pay the 2009 Subordinate Bond. Pursuant to ORS 287A.310, the pledge of the Security shall be valid and binding from the time of the 2009 Subordinate Bond is issued. The Security so pledged shall immediately be subject to the lien of such pledge without any physical delivery or further act, and, except as provided in Section 3.3, the lien of the pledge shall be superior to all other claims and liens whatsoever.

3.3. The Tax Increment revenues credited to the Subordinate Indebtedness Account are subject to the prior lien of the Outstanding Bonds. The Agency has no other obligations outstanding to which the Security has been pledged.

3.4. The Agency currently has on deposit, and will have on deposit when the 2009 Subordinate Bond is issued, an amount in the Subordinate Indebtedness Account which exceeds $2,000,000. While the 2009 Subordinate Bond is outstanding the Agency covenants not to use amounts in the Subordinate Indebtedness Account for any purpose except payment of the 2009 Subordinate Bond.

3.5. The provisions of this Resolution shall constitute a contract with the owner of the 2009 Subordinate Bond, and shall be enforceable by that owner.

Section 4. Delegation.

The Agency Official is hereby authorized on behalf of the Agency, and without further action by the Agency:

4.1. to establish the maturity date, interest rate, prepayment terms, origination fee and other terms of the 2009 Subordinate Bond;

4.2. to select a purchaser for the 2009 Subordinate Bond, negotiate the terms under which that bond will be sold, enter into a bond purchase agreement describing those terms, and agree to any additional covenants which the Agency Official determines are desirable to obtain favorable terms for the sale of the 2009 Subordinate Bond;

and agree to any additional covenants which the Agency Official determines are desirable to obtain favorable terms for the sale of the 2009 Subordinate Bond;

4.3. to redeem the 2009 Subordinate Bond on or prior to its stated maturity date; and,

4.4. to take any other action which is desirable in order to issue, sell, and deliver the 2009 Subordinate Bond in accordance with this Resolution.

Section 5. Effective Date.

This resolution shall be effective upon its adoption.

ADOPTED this 8th day of June, 2009.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

RICK BRISSETTE, CHAIR

RESOLUTION UR 2009-06

ADOPTING THE 2009-2010 BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2009- 2010 in the total of $7,718,553 now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2009, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 213,862
Materials & Services	262,080
Capital Outlay	1,963,348
Debt Service	$ 260,632
TOTAL GENERAL FUND	**$2,699,922**

TAX INCREMENT FUND

Debt Service	$3,100,379
Bond Reserves	$1,300,000
TOTAL TAX INCREMENT FUND	**$4,400,379**

PROPERTY REHABILITATION FUND

Capital Outlay	$ 618,252
TOTAL PROPERTY REHABILITATION FUND	**$ 618,252**
TOTAL APPROPRIATIONS ALL FUNDS	**$7,718,553**
TOTAL UNAPPROPRIATED AMOUNTS, ALL FUNDS	**$ 0**
TOTAL ADOPTED BUDGET	**$7,718,553**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area a request for the

maximum amount of revenue that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2009.

The above resolution statements were approved and declared adopted on this 22nd day of June 2009.

RICK BRISSETTE, Chair

ATTEST:

CATHY STEERE, City Recorder

RESOLUTION NO. UR 2009-07

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON APPROVING AN AMENDED AND RESTATED YEAR 2000 DEVELOPMENT PLAN

WHEREAS, the Urban Renewal Agency of the City of Lincoln City (the "Agency") has prepared the Amended and Restated Year 2000 Development Plan (the "Amended Plan") and the Report Accompanying the Amended Plan (the "Report"); and

WHEREAS, the Amended Plan would amend the Agency's Year 2000 Development Plan (the "Original Plan") to: include an economic development assistance program; delete the last date to issue bonds in the Original Plan, but retain the last date to collect tax increment revenues; modernize the Original Plan, deleting unnecessary provisions, including provisions from previously authorized amendments, and updating the Original Plan to incorporate current statutory provisions, including conforming to the substantial amendment definition in the statutes; and clarify that the Agency can continue to do projects after it stops collecting tax increment revenues; and

WHEREAS, the Amended Plan and Report have been prepared in conformance with ORS Chapter 457 and with public involvement in all stages of the development of the Amended Plan; and

WHEREAS, the Lincoln City Planning Commission has reviewed the Amended Plan and Report and found that the Amended Plan conforms to the City's Comprehensive Plan; and

WHEREAS, the Amended Plan was forwarded to the governing body of each affected taxing district, the Agency has consulted and conferred with such taxing districts; and the Agency has not received any written recommendations from these districts; and

WHEREAS, the Amended Plan does not increase the maximum indebtedness of the original plan or increase the land area of the original plan so the amendment does not jeopardize the Agency's ability to impose a special levy; and

WHEREAS, the area of the Amended Plan is entirely within the boundaries of the City of Lincoln City (the "City") so the Agency does not need to seek authorization from other municipalities to approve the Amended Plan; now, therefore,

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Forwarding Amended Plan. The Agency hereby directs Agency staff to forward the Amended Plan and Report to the City Council of the City for approval.

Section 2. Effective Date. This resolution shall be effective upon its adoption.

ADOPTED this 13th day of July 2009.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY Rick Brissette
RICK BRISSETTE, CHAIR

Attachments:

Exhibit A: Amended and Restated Year 2000 Development Plan
Exhibit B: Amended and Restated Report Accompanying the Year 2000 Development Plan Amendment

Lincoln County, Oregon
11/13/2009 02:13:55 PM 2009-13086
DOC-OR# Cnt=1 Pgs=243 Stn=2 LELY
$1,215.00 $11.00 $15.00 $10.00 $7.00 - Total =$1,258.00

00019433200900130862432438

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED FOR ATTACHMENT TO THE ACCOMPANYING DOCUMENT AS PROVIDED BY OREGON REVISED STATUTES 205.234. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE DOCUMENT ITSELF.

(A) Name(s) of the transaction(s) described in the attached instrument:

Ordinance No. 2009-10: A Non-Emergency Ordinance Of The City Of Lincoln City Making Findings Related To An Amended And Restated Year 2000 Development Plan, Approving The Amended Plan, And Directing That Notice Of Approval Be Published.

(B) Names Associated With the Transaction:

City Of Lincoln City

(C) The person authorized to receive the instrument after recording, as provided by ORS 205.180(4) and 205.238 is:

Cathy Steere, CMC
Administration
City of Lincoln City
PO Box 50
Lincoln City, OR 97367

ORDINANCE NO. 2009-10

A NON-EMERGENCY ORDINANCE OF THE CITY OF LINCOLN CITY MAKING FINDINGS RELATED TO AN AMENDED AND RESTATED YEAR 2000 DEVELOPMENT PLAN, APPROVING THE AMENDED PLAN, AND DIRECTING THAT NOTICE OF APPROVAL BE PUBLISHED

WHEREAS, the Urban Renewal Agency of the City of Lincoln City (the "Agency") has prepared and has forwarded to the City Council for its approval the Amended and Restated Year 2000 Development Plan (the "Amended Plan") and the Report Accompanying the Amended Plan (the "Report"); and

WHEREAS, the Amended Plan would amend the Agency's Year 2000 Development Plan (the "Original Plan") to: include an economic development assistance program; delete the last date to issue bonds in the Original Plan, but retain the last date to collect tax increment revenues; modernize the Original Plan, deleting unnecessary provisions, including provisions from previously authorized amendments, and updating the Original Plan to incorporate current statutory provisions, including conforming to the substantial amendment definition in the statutes; and clarify that the Agency can continue to do projects after it stops collecting tax increment revenues; and

WHEREAS, the Amended Plan and Report have been prepared in conformance with ORS Chapter 457 and with public involvement in all stages of the development of the Amended Plan; and

WHEREAS, the Lincoln City Planning Commission has reviewed the Amended Plan and Report and by motion found that the Amended Plan conforms to the City's Comprehensive Plan; and

WHEREAS, the Amended Plan was forwarded to the governing body of each affected taxing district, the Agency has consulted and conferred with such taxing districts; and the City Council has not received any written recommendations from these districts; and

WHEREAS, the City has held a hearing on the Amended Plan and Report after publishing notice of the hearing and mailing notice of the hearing as provided in ORS 457.120; and

WHEREAS, pursuant to ORS 457.095, City Council has considered any public testimony on the Amended Plan and Report, the materials provided by the Agency, and any Planning Commission recommendations; and

WHEREAS, the Amended Plan does not increase the maximum indebtedness of the original plan or increase the land area of the original plan so the amendment does not jeopardize the Agency's ability to impose a special levy; and

WHEREAS, the area of the Amended Plan is entirely within the boundaries of the City of Lincoln City (the "City") so the Agency does not need to seek authorization from other municipalities to approve the Amended Plan; and

THE CITY OF LINCOLN CITY ORDAINS AS FOLLOWS:

Section 1. Determinations and Findings. In support of its approval of the Amended Plan, the City determines and finds:

1. The Area is blighted as described in Section II of the Report.

2. The rehabilitation and redevelopment outlined in the Amended Plan is necessary to protect the public health, safety or welfare of the City as described in Section VI of the Report.

3. The Amended Plan conforms to the City's Comprehensive Plan, as a whole, and provides an outline for accomplishing the urban renewal projects the Amended Plan proposes as described in the Staff Report accompanying this non-emergency ordinance.

4. Section 604 of the Amended Plan requires that, if the Agency acquires land that results in displacement, provision will be made to house displaced persons within their financial means and in accordance with ORS 35.500 to 35.530 and, except in the relocation of elderly individuals or individuals with disabilities, without displacing on priority lists persons already waiting for existing federally subsidized housing.

5. Any acquisition of real property under the Amended Plan will only be accomplished if it is necessary as provided in Sections 601, 602-B and 602-C of the Amended Plan.

6. The adoption and carrying out of the Amended Plan is economically sound and feasible as described in Sections VII and VIII of the Report.

7. There are no activities prescribed to the City by the Amended Plan.

Section 2. Incorporation by Reference. The Amended Plan, attached as Exhibit A, the Report, attached as Exhibit B, are incorporated in this non-emergency ordinance reference and have been relied on by the City Council in making the findings and determinations in Section 1.

Section 3. Approval and Direction. The Council hereby:

1. Approves the Amended Plan and Report, pursuant to the provisions of ORS 457.

2. Directs the City Recorder to publish notice of the adoption of this non-emergency ordinance and the provisions of ORS 457.135 in accordance with the requirements of ORS 457.115 no later than four days following the adoption of this non-emergency.

3. Directs the City Recorder to send a copy of this non-emergency ordinance to the Agency pursuant to ORS 457.125.

4. Directs the Agency to record a copy of this non-emergency ordinance approving the Amended Plan with the Recording Officer of Lincoln County, Oregon, pursuant to ORS 457.125.

5. Directs the Agency to send a copy of the approved Amended Plan and Report to the Lincoln County assessor.

First Reading: July 13, 2009

Second Reading: July 27, 2009

CITY OF LINCOLN CITY, OREGON

By _____
LOR HOLLINGSWORTH, MAYOR

ATTEST:

By _____
CATHY STEERE, CITY RECORDER

Attachments:

Exhibit A: Amended and Restated Year 2000 Development Plan
Exhibit B: Amended and Restated Report Accompanying the Year 2000 Development Plan Amendment
Exhibit C: Mailed Notice
Exhibit D: Letter to Overlapping Taxing Districts

Exhibits for Ordinance No. 2009-10 are available upon request from the City Recorder or the Urban Renewal office: 541-996-1095

RESOLUTION NO. UR 2009-08

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING A CONTRACT WITH JEFF CARTER CONSTRUCTION FOR CONSTRUCTION SERVICES RELATED TO THE GALLEY BAY ACCESS PROJECT IN THE CUTLER DISTRICT

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2009-2010 the Agency approved and budgeted for improvements in the Cutler District; and

WHEREAS, the Agency adopted procedures for public contracts including construction and professional services contracts; and

WHEREAS, URA Resolution No. 2005-03, Section 2.05.090 provides for the City Manager as contracting agent to award contracts under $25,000 with contracts over that amount to be approved by the Urban Renewal Agency; and

WHEREAS, the contracting agency may also negotiate a contract with a qualified contractor, considering the factors in section 2.05.090(H).

WHEREAS, in 2006, the Urban Renewal Agency completed the Cutler Community Vision Plan which calls for bay access improvements, trail improvements, public works infrastructure and Highway 101 improvements; and

WHEREAS, the objective of the Galley Bay Access project is to provide pedestrian crosswalk and bay access improvements, enhancing the neighborhood quality of life,

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. Staff solicited requests for proposals and received competitive proposals and quotes for construction of bay access improvements in the Cutler District in the Urban Renewal District.
2. The work is a public improvements contract for construction of bay access improvements for which the contractor will provide construction services. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the competitive proposals, as shown in Staff Report 20090928-UR attached as Exhibit A hereto and incorporated by reference herein.
3. The Local Contract Review Board accepts the staff recommendation and approves an award of contract for personal engineering services to Jeff Carter Construction in the amount of $28,705.00 with a 10% project contingency.
4. The basis for the award is the lowest qualified bidder.
5. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 28th day of September, 2009.

Rick Brissette, Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

STAFF REPORT
AGENCY MEETING: 09/28/09

ITEM

Galley Bay Access – Cutler District - Bid Award

INFORMATION SOURCE

Kurt Olsen, Director

BACKGROUND

The Cutler District Community Vision identified a number of existing bay access locations for improvements. This project will be the first addressing better identification and upgrades. This existing bay access point is at the intersection of SW Galley Avenue and SW 62nd Streets across from the recently completed partnership project with Public Works replacing the storm water and sanitary sewer pump stations and site work.

The project includes a speed table crosswalk connecting the new sidewalk along the frontage of the city owned property to the existing sidewalks to Highway 101. New signage and a pet refuse station will be added to the public access and a new walking surface and landscaping will complete the upgrades.

Two contractors submitted bid proposals:

Jeff Carter Construction	$28,705.00
Devils Lake Rock Company	$29,975.50

EXHIBITS

Exhibit 'A' Project Design Rendering

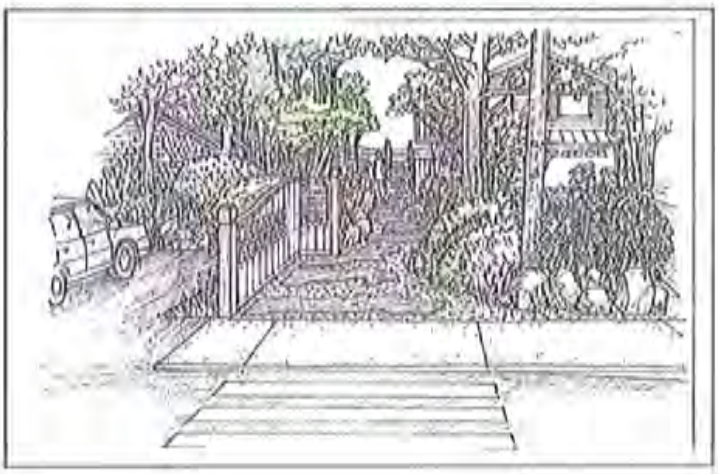
RECOMMENDATION

Staff recommends awarding the construction contract to Jeff Carter Construction in the amount of $ 28,705.00 with a 10% project contingency.

ACTION

Adopt Resolution UR 2009-08 awarding the Galley Bay Access Project construction contract to Jeff Carter Construction in the amount of $28,705.00 with a 10% project contingency.

EXHIBIT A



URA RESOLUTION 2009-09 NOT USED

RESOLUTION NO. UR 2010-01

URBAN RENEWAL AGENCY

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2010-11 in the total of $9,612,131 now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2010, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 236,462
Materials & Services	$ 279,503
Capital Outlay	$2,488,516
Debt Service	$ 410,000
TOTAL GENERAL FUND	**$3,414,481**

TAX INCREMENT FUND

Debt Service	$4,170,234
Bond Reserves	$1,300,000
TOTAL TAX INCREMENT FUND	**$5,470,234**

PROPERTY REHABILITATION FUND

Capital Outlay	$ 727,416
TOTAL PROPERTY REHABILITATION FUND	**$ 727,416**
TOTAL APPROPRIATIONS ALL FUNDS	**$9,612,131**
TOTAL UNAPPROPRIATED ALL FUNDS	**$ 0**
TOTAL ADOPTED BUDGET	**$9,612,131**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2010.

The above resolution statements were approved and declared adopted on this 14th day of June 2010.

RICK BRISSETTE, Chair

ATTEST:

CATHY STEERE, City Recorder

RESOLUTION NO. UR 2010-02

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING A CONTRACT WITH QUADE COMMERCIAL CONSTRUCTION FOR CONSTRUCTION SERVICES RELATED TO THE SW INLET AVENUE CUTLER TRAILS ACCESS PROJECT IN THE CUTLER DISTRICT

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2009-2010 the Agency approved and budgeted for improvements in the Cutler District; and

WHEREAS, the Agency adopted procedures for public contracts including public improvement contracts; and

WHEREAS, in 2006, the Urban Renewal Agency completed the Cutler Community Vision Plan which calls for bay access improvements, trail improvements, public works infrastructure and Highway 101 improvements; and

WHEREAS, the objective of the **SW INLET AVENUE CUTLER TRAILS ACCESS PROJECT** is to provide pedestrian crosswalk and trail access improvements, enhancing the neighborhood quality of life,

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. Staff solicited quotes for construction of trail access improvements in the Cutler District in the Urban Renewal District.

2. The work is a public improvements contract for construction of trail access improvements for which the contractor will provide construction services. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the competitive proposals, as shown in Staff Report 20100913-UR-Olsen-CutlerTrailAward attached as **Exhibit A** hereto and incorporated by reference.

3. The Local Contract Review Board accepts the staff recommendation and approves an award of contract for construction of public improvements to Quade Commercial Construction in the amount of $123,633.00.

4. The basis for the award is the lowest price quoted.

5. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 13th day of September, 2010.

Rick Brissette, Agency Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A – Staff Report

STAFF REPORT
AGENCY MEETING: 9/13/10

ITEM

SW Inlet Avenue Cutler Trail Access Project – Bid Award

INFORMATION SOURCE

Kurt Olsen, Director

BACKGROUND

The Cutler District Community Vision and Corridor Plan identified a number of projects to enhance and encourage the usage of the existing trail system in the Cutler Open Space. This Project creates two neighborhood access locations that will be constructed in public right of way that connects SW Inlet Avenue to the Open Space property.

Agency staff worked closely with the seven property owners who are adjacent to the project. The four property owners on each side of the raised walkway were given three options for landscaping, ranging from little or no difference to plantings for extra seclusion.

In addition to the walkway, the project includes a traffic calming speed table at each location and informational signage. Our estimated cost for the project was $144,000.

The results of our request for bids is as follows:

Quade Commercial Construction	Lincoln City	$123,633
Jeff Carter Construction	Salem	$141,495
Mega Pacific	Portland	$147,821
Parsons Excavating	Tualatin	$188,084

EXHIBITS

Exhibit 'A' Location Map
Exhibit 'B' Project Plan Page

RECOMMENDATION

Award construction contract to Quade Commercial Construction of Lincoln City in the amount of $123,633

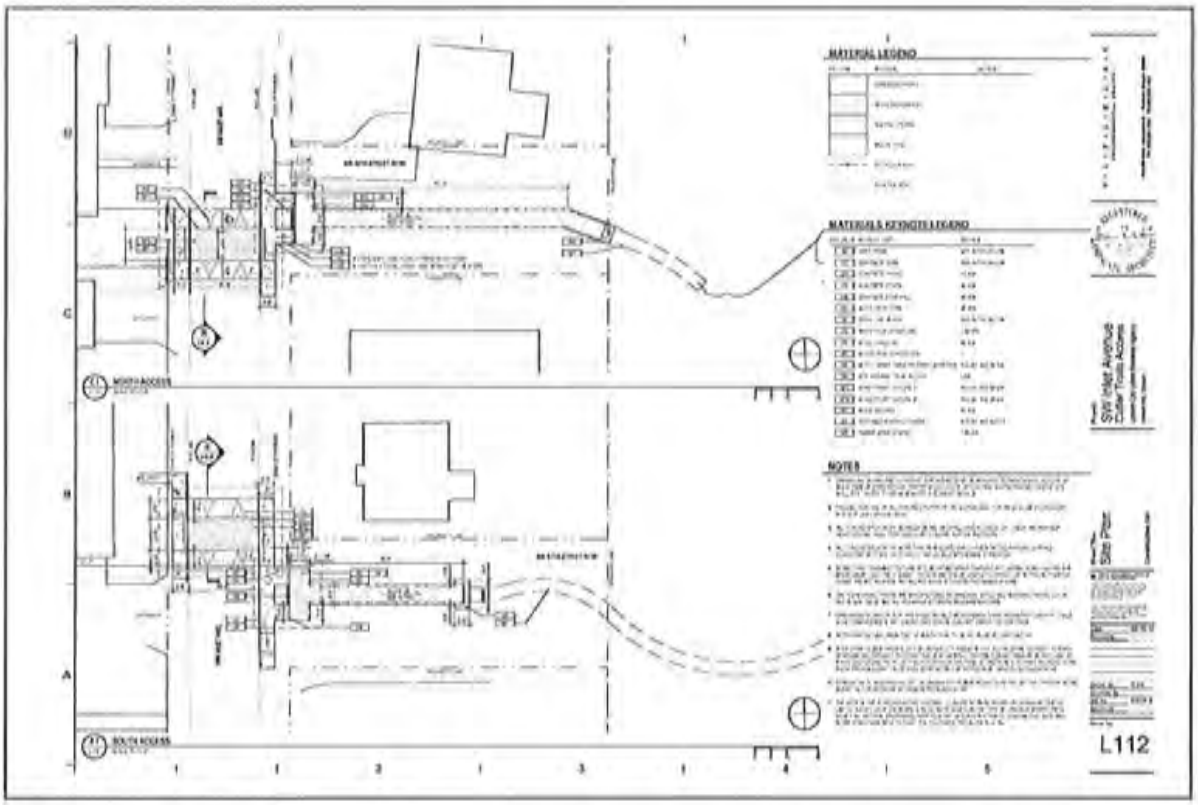
ACTION

Agency vote on Resolution UR 2010-02

EXHIBIT A


Cutler District
Wetlands
Trail Expansion
SW 63RD ST
SW 64TH ST
SW 65TH ST
SW 66TH ST
SW 66TH ST
SW GALLEY AVE
SW HARBOR AVE
SW INLET AVE
SW 69TH ST

EXHIBIT B


MATERIAL LEGEND
MATERIALS KEYNOTES LEGEND
NOTES
Site Plan
L112

RESOLUTION NO. UR 2010-0203

A RESOLUTION ADOPTING THE SUPPLEMENTAL BUDGET OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY, OREGON, FOR THE FISCAL YEAR 2010-11, AS APPROVED BY THE AGENCY, AND MAKING APPROPRIATIONS

WHEREAS, ORS 294.480 provides that the governing body of any municipal corporation may make a supplemental budget where an occurrence or condition which had not been anticipated at the time of the preparation of the budget for the current year requires a change in financial planning; and

WHEREAS, the publication of the supplemental budget was given in the manner provided in ORS 294.311; and

WHEREAS, the Urban Renewal Agency of Lincoln City has held a public hearing and received public comment, if any;

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of Lincoln City as follows:

Section 1. That it hereby adopts the supplemental budget for 2010-11, and is now on file in the office of the Finance Director.

Section 2. BE IT FURTHER RESOLVED that the additional amounts for the fiscal year ending June 30, 2011, for the purposes shown below are hereby appropriated as follows:

SEE EXHIBIT "A"

This resolution shall be effective upon passage.

PASSED AND APPROVED by the Urban Renewal Agency of Lincoln City this 13th day of September 2010.

RICK BRISSETTE, CHAIRMAN

ATTEST:

CATHY STEERE, CITY RECORDER

NOTICE OF SUPPLEMENTAL BUDGET HEARING

* Use for supplemental budget proposing a change in a fund's expenditures of 10 percent or more.

A public hearing on a proposed supplemental budget for Lincoln City Urban Renewal Agency (Agency Name), Lincoln (County)

State of Oregon, for the fiscal year July 1, 2010 to June 30, 2011, will be held at City Hall Council Chambers (Location)

The hearing will take place on the September 13, 2010 (Date) at 6:00 (Time) ☐ A.M. ☒ P.M.,

The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after September 1, 2010 (Date) at

Urban Renewal Offices, 3rd Floor of City Hall (Location), between the hours of 8:00 ☒ A.M. ☐ P.M. and 5:00 ☐ A.M. ☒ P.M.,

SUMMARY OF SUPPLEMENTAL BUDGET

PUBLISH **ONLY** THOSE FUNDS BEING MODIFIED

FUND: Urban Renewal General Fund

Resource	Amount	Requirement	Amount
1. Capital Outlay:		1. Other Disbursements & Exp:	
2. Capital Reserves	$371,990	2. Payments-Contract Payable	$371,990
3.		3.	
Revised Total Resources	$371,990	**Revised Total** Requirements	$371,990

Comments:

To repay in full the contract payable with the Lincoln County School District for the purchase of Delake School.

FUND:

Resource	Amount	Requirement	Amount
1.		1.	
2.		2.	
3.		3.	
Revised Total Resources		**Revised Total** Requirements	

Comments:

RESOLUTION NO. UR 2010-04

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON AUTHORIZING A $2,000,000 SHORT TERM URBAN RENEWAL BOND.

WHEREAS the Urban Renewal Agency of the City of Lincoln City is authorized by Article IX, Section 1c and Article XI, Section 11(16) of the Oregon Constitution and Chapter 457 of the Oregon Revised Statutes to issue bonds which are payable from the tax increment revenues of the Year 2000 Development Area; and,

WHEREAS the Agency has previously issued its Urban Renewal Bond, Series 2003, Urban Renewal Bond, Series 2004, and Urban Renewal Bond, Series 2007 that remain outstanding and have a lien on the tax increment revenues of the Year 2000 Development Area (the "Outstanding Bonds"); and,

WHEREAS the City of Lincoln City has approved a maximum indebtedness for the Year 2000 Development Area of $43,000,000 and has $11,975,000 of capacity remaining under that maximum indebtedness limit; and,

WHEREAS, the Agency adopts this Resolution to authorize the issuance of a short term, subordinate bond; now, therefore,

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Definitions.

Unless the context clearly requires otherwise, capitalized terms used in this resolution shall have the meanings defined for those terms in this section, and capitalized terms not defined in this section shall have the meanings defined for those terms in resolutions authorizing the Outstanding Bonds:

"2010 Subordinate Bond" means the Series 2010 Short Term Subordinate Urban Renewal Bond which is authorized by Section 4 of this Resolution.

"Agency Official" means the City Manager, Financial Planner or the Finance Director of the City or a person designated by the City Manager to act as Agency Official under this Resolution.

"Agency" means the Urban Renewal Agency of the City of Lincoln City.

"Resolution" means this Resolution authorizing the 2010 Subordinate Bond.

"Security" means all Tax Increment Revenues which are authorized to be credited to the Subordinate Indebtedness Account, and all proceeds of the 2010 Subordinate Bond.

Section 2. Authorization of Bond.

The Agency hereby authorizes the issuance of the 2010 Subordinate Bond to finance projects within the Area. The 2010 Subordinate Bond shall not be issued in a principal amount of more than $2,000,000, shall mature within thirty (30) days after it is issued, may bear interest which is includable in gross income under the Internal Revenue Code of 1986, as amended, and shall be issued on the terms established by the Agency Official pursuant to Section 4, below.

Section 3. Security for 2010 Subordinate Bond.

3.1. The 2010 Subordinate Bond shall be a special obligation of the Agency which is payable solely from the Security.

3.2. The Agency hereby irrevocably pledges the Security to pay the 2010 Subordinate Bond. Pursuant to ORS 287A.310, the pledge of the Security shall be valid and binding from the time of the 2010 Subordinate Bond is issued. The Security so pledged shall immediately be subject to the lien of such pledge without any physical delivery or further act, and, except as provided in Section 3.3, the lien of the pledge shall be superior to all other claims and liens whatsoever.

3.3. The Tax Increment revenues credited to the Subordinate Indebtedness Account are subject to the prior lien of the Outstanding Bonds. The Agency has no other obligations outstanding to which the Security has been pledged.

3.4. The Agency currently has on deposit, and will have on deposit when the 2010 Subordinate Bond is issued, an amount in the Subordinate Indebtedness Account which exceeds $2,000,000. While the 2010 Subordinate Bond is outstanding the Agency covenants not to use amounts in the Subordinate Indebtedness Account for any purpose except payment of the 2010 Subordinate Bond.

3.5. The provisions of this Resolution shall constitute a contract with the owner of the 2010 Subordinate Bond, and shall be enforceable by that owner.

Section 4. Delegation.

The Agency Official is hereby authorized on behalf of the Agency, and without further action by the Agency:

4.1. to establish the maturity date, interest rate, prepayment terms, origination fee and other terms of the 2010 Subordinate Bond;

4.2. to select a purchaser for the 2010 Subordinate Bond, negotiate the terms under which that bond will be sold, enter into a bond purchase agreement describing those

terms, and agree to any additional covenants which the Agency Official determines are desirable to obtain favorable terms for the sale of the 2010 Subordinate Bond;

4.3. to redeem the 2010 Subordinate Bond on or prior to its stated maturity date;

4.4. to issue the bond in substantially the form attached as Exhibit A with such changes as the Agency Official approves; and,

4.5. to take any other action which is desirable in order to issue, sell, and deliver the 2010 Subordinate Bond in accordance with this Resolution.

Section 5. Effective Date.

This resolution shall be effective upon its adoption.

ADOPTED this 8th day of November 2010.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY _____
Authorized Officer

Chester Noreiks, Vice Chair

Exhibit A

No. R-1 $2,000,000

UNITED STATES OF AMERICA
URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY
LINCOLN COUNTY
STATE OF OREGON
2010 SHORT TERM SUBORDINATE URBAN RENEWAL BOND

The Urban Renewal Agency of the City of Lincoln City, Oregon, Oregon (the "Agency"), for value received, acknowledges itself indebted and hereby promises to pay on _____, but solely from the Security, to _____ (the "Owner"), the principal amount of TWO MILLION DOLLARS ($2,000,000) with interest thereon from the date hereof at the variable rate, as computed on an actual/360 basis, of the Owner's Prime Rate per annum. Interest is payable at maturity.

This Bond is subject to redemption at the option of the Agency on any date, in whole or in part, and is subject to mandatory redemption in whole on any date upon the occurrence and declaration of an Event of Default (as defined in the Bond Purchase Agreement dated _____, between the Agency and the Owner) by the Owner, at a price of par plus accrued interest under the authority delegated in the Agency's Resolution No. 2010-04 adopted on November 8, 2010, (the "Resolution"). Capitalized terms which are used in this Bond but are not defined in this Bond have the meanings defined for such terms in the Resolution.

THIS BOND IS NOT A GENERAL OBLIGATION OF THE AGENCY OR THE CITY OF LINCOLN CITY, OREGON, AND IS PAYABLE SOLELY FROM THE SECURITY, AS PROVIDED IN THE RESOLUTION.

This Bond is issued by the Agency for the purpose of financing the costs of urban renewal projects within the Year 2000 Development Area, in full and strict accordance and compliance with all of the provisions of the Constitution and Statutes of the State of Oregon.

The Agency has pledged the Security to pay this Bond as provided in the Resolution. The lien of this Bond on the Tax Increment Revenues is subordinate to the lien of the Agency's Outstanding Bonds, as provided in the Resolution. As required by the resolutions that authorize the Outstanding Bonds, this Bond: a) is secured by a lien on or pledge of the Security which is subordinate to the lien on, and pledge of, the Security for the Outstanding Bonds; and, b) is not payable from any account of the Tax Increment Fund except the Subordinate Indebtedness Account.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that this Bond, and all other obligations of the Agency, are within every debt limitation and other limit prescribed by such Constitution and Statutes.

IN WITNESS WHEREOF, the Agency has caused this bond to be signed by the signature of its Agency Official as of this ____ day of _____.

Urban Renewal Agency of the City of Lincoln City, Lincoln County, Oregon

_____
Agency Official

RESOLUTION NO. UR 2011-01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, RENEWING THE PROPERTY TAX EXEMPTION FOR THE RIDGE APARTMENTS

WHEREAS, ORS 307.540 through 307.547 (1985 Oregon laws, Chapter 660, Sections 1 through 5, as amended) permit real property tax exemption for non-profit corporation low-income housing; and

WHEREAS, the Urban Renewal Agency for the City of Lincoln City passed Resolution UR 95-01 on February 28, 1995, which established the process for granting this exemption; and

WHEREAS, the Urban Renewal Agency for the City of Lincoln City desires to promote the purposes of ORS 307.540 through 307.547 to reduce the operating costs of low-income housing projects which qualify and, hence, reduce the rent required to be paid by low-income tenants;

BE IT RESOLVED, by the Urban Renewal Agency of the City of Lincoln City as follows:

1. The Urban Renewal Agency for the City of Lincoln City renews the property tax exemption for the Ridge Apartments;

2. That this resolution shall be effective from July 1, 2009 until June 30, 2024.

3. That a copy of this resolution be provided to the Lincoln County Assessor, the County Treasurer/Tax Collector and County Counsel.

PASSED AND APPROVED by the Urban Renewal Agency for the City of Lincoln City this 24th day of January 2011.

RICK BRISSETTE, CHAIR

ATTEST:

CATHY STEERE, CITY RECORDER

RESOLUTION NO. UR 2011-02

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID FROM DAN KAUFFMAN EXCAVATING FOR CONSTRUCTION SERVICES RELATED TO THE FESTIVI5TH STREET IMPROVEMENT PROJECT IN THE OCEANLAKE DISTRICT

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2010-2011, the Agency approved and budgeted for improvements in the OceanLake District; and

WHEREAS, the Agency adopted procedures for public contracts including construction and professional services contracts; and

WHEREAS, URA Resolution No. 2005-03, Section 2.05.090 provides for the City Manager as contracting agent to award contracts under $25,000 with contracts over that amount to be approved by the Urban Renewal Agency; and

WHEREAS, the contracting agency may also negotiate a contract with a qualified contractor, considering the factors in section 2.05.090(H).

WHEREAS, in 2002, the Urban Renewal Agency completed the OceanLake Redevelopment Plan which calls for vehicular and pedestrian circulation improvements, public space improvements, public parking and Highway 101 improvements; and

WHEREAS, the objective of the Festive15th Street Improvement Project is to provide wider pedestrian sidewalks and crosswalks, new street surface, traffic calming features, the landmark OceanLake Archway, and streetscape features, enhancing both the residential and commercial uses found on NW 15th Street,

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. Staff solicited requests for proposals and received competitive proposals and quotes for construction of this project in the OceanLake District in the Urban Renewal District.
2. The work is a public improvements contract for construction associated street improvements for which the contractor will provide construction services.
3. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the competitive proposals, as shown in Staff Report 20110124-UR attached as Exhibit A hereto and incorporated by reference herein.
4. The Local Contract Review Board accepts the staff recommendation and approves an award of contract for construction services to Dan Kauffman Excavating in the amount of $476,562.51.
5. The basis for the award is the lowest qualified bidder.
6. This resolution is effective as of the date of adoption. Contingent on seven working day notification of protest from Notice of Intent to Award of 1-13-2011.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 24th day of January, 2011.

RICK BRISSETTE, CHAIR

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

STAFF REPORT
AGENCY MEETING: 1/24/11

ITEM
Festiv15th Street Improvement Project

INFORMATION SOURCE
Kurt Olsen, Director

BACKGROUND
The 2002 OceanLake Redevelopment Plan outlined a number of projects that were meant to improve vehicular circulation, enhance the pedestrian enviroment including public space improvements, provide public parking, and construct Highway 101 improvements, including new traffic signals, new sidewalks and utility undergrounding.

This "Feature Street" Project rebuilds NW 15th Street, emphasizing the connection of the Highway 101 Business District with the beach and the lodging on NW Harbor Avenue. This is the third "Yellow Brick Road" project to provide for and encourage visitors staying along the oceanfront to walk into the OceanLake Business District. The other two projects included NW 21st Street and NW 17th Street.

The project included new, wider sidewalks, a new street surface, additional storm drainage, streetscape features, including the landmark OceanLake Archway, and traffic calming features.

The Plan Holders List included 41 general and subcontracting companies and 9 bids were submitted. A breakdown of the bidders and bid proposals is included as Exhibit I.

The lowest qualified bidder is a local firm, Dan Kauffman Excavating. The Agency and the City have worked with this firm on a number of successful projects. Note: the three local firms that submitted proposals on the project were #1, #2 and #6 of nine bids. Our local contractors did exceptionally well competing against out-of-town firms.

The tentative schedule for this 150-day project is:
February 23rd - Project to Begin
March – Demolition
April – Infrastructure
May – Sidewalks
June – Street Work
July – Landscaping and Streetscape Features

Urban Renewal staff, the contractor and pertinent subcontractors will host a weekly meeting for area residents and business owners to deal with issues, answer questions and update the week's schedule of construction.

EXHIBITS

Exhibit 'I' Bid Proposals
Exhibit 'II' Artist Renderings

RECOMMENDATION

Award construction contract to Dan Kauffman Excavating in the amount of $476,562.51

ACTION

Roll Call Vote on Resolution No. UR 2011-02 Awarding construction contract to Dan Kauffman Excavating in the amount of $476,562.51

EXHIBIT I

Festiv15th Street Improvement Project
Bid Opening-January 13, 2011 – 2pm

Dan Kauffman Excavating	$476,562.51
Devils Lake Rock	$512,847.13
Banzer Construction	$542,823.00
Brown Contracting	$556,501.00
I & E Construction	$586,501.22
Quade Comm. Construction	$597,925.57
Kerr Contractors	$599,815.00
Kodiak Pacific	$618,618.00
Brock Construction	$812,246.00

EXHIBIT II





RESOLUTION NO. UR 2011-03

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2011-12 in the total of $6,876,720 now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2011, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 244,599
Materials & Services	$ 314,766
Capital Outlay	$ 909,983
TOTAL GENERAL FUND	**$1,469,348**

TAX INCREMENT FUND

Debt Service	$3,332,844
Bond Reserves	$1,300,000
TOTAL TAX INCREMENT FUND	**$4,632,844**

PROPERTY REHABILITATION FUND

Capital Outlay	$ 774,528
TOTAL PROPERTY REHABILITATION FUND	**$ 774,528**
TOTAL APPROPRIATIONS ALL FUNDS	**$6,876,720**
TOTAL UNAPPROPRIATED ALL FUNDS	**$ 0**
TOTAL ADOPTED BUDGET	**$6,876,720**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2011.

The above resolution statements were approved and declared adopted on this 13th day of June 2011.

HENRY QUANDT, Chair

ATTEST:

CATHY STEERE, City Recorder

RESOLUTION NO. UR 2012-01

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2012-13 in the total of $9,366,778 now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2012, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 183,494
Materials & Services	$ 561,729
Capital Outlay	$2,538,704
TOTAL GENERAL FUND	**$3,283,927**

TAX INCREMENT FUND

Debt Service	$4,217,224
Bond Reserves	$1,000,000
TOTAL TAX INCREMENT FUND	**$5,217,224**

PROPERTY REHABILITATION FUND

Capital Outlay	$ 865,627
TOTAL PROPERTY REHABILITATION FUND	**$ 865,627**
TOTAL APPROPRIATIONS ALL FUNDS	**$9,366,778**
TOTAL UNAPPROPRIATED ALL FUNDS	**$ 0**
TOTAL ADOPTED BUDGET	**$9,366,778**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2012.

The above resolution statements were approved and declared adopted on this 11th day of June 2012.

HENRY QUANDT, Chair

ATTEST:

CATHY STEERE, City Recorder

RESOLUTION NO. UR 2012-02 WAS NOT USED

UR resolution number 2012-02 was not used.

This resolution number was on the Urban Renewal Agency agenda for approval on June 11, 2012. The actual property involved was property in the name of the City of Lincoln City, and not the Urban Renewal Agency.

The item was subsequently listed on the City Council agenda for June 11, 2012, as Resolution 2012-13 under the Consent Agenda and was passed by Council.

The item should have been for informational purposes only on the Urban Renewal Agency agenda.

RESOLUTION NO. UR 2012-03

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, AUTHORIZING A $3,000,000 SHORT TERM URBAN RENEWAL BOND AND AMENDING RESOLUTIONS NO. UR 07-01 AND UR 04-03 TO REDUCE THE RESERVE REQUIREMENT FOR THE AGENCY'S OUTSTANDING FIRST LIEN BORROWINGS

City of Lincoln City is authorized by Article IX, Section 1c and Article XI, Section 11(16) of the Oregon Constitution and Chapter 457 of the Oregon Revised Statutes to issue bonds that are payable from the tax increment revenues of the Year 2000 Development Area; and

WHEREAS the Agency has previously issued its Year 2000 Development Area Urban Renewal Bond, Series 2004, and Year 2000 Development Area Urban Renewal Bond, Series 2007, which remain outstanding and have a lien on the tax increment revenues of the Year 2000 Development Area (the "Outstanding Bonds"); and

WHEREAS the owner of the Outstanding Bonds has agreed to lower the collective reserve requirement for the Outstanding Bonds to $500,000 from $1,000,000; and

WHEREAS the City of Lincoln City has approved a maximum indebtedness for the Year 2000 Development Area of $43,000,000 and has $9,975,000 of capacity remaining under that maximum indebtedness limit; and

WHEREAS, the Agency adopts this Resolution to authorize the issuance of a short term, subordinate bond and to reduce the reserve requirement on the Outstanding Bonds; now, therefore,

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Definitions.

Unless the context clearly requires otherwise, capitalized terms used in this resolution shall have the meanings defined for those terms in this section, and capitalized terms not defined in this section shall have the meanings defined for those terms in resolutions authorizing the Outstanding Bonds:

"2012 Subordinate Bond" means the Series 2012 Short Term Subordinate Urban Renewal Bond that is authorized by Section 4 of this Resolution.

"Agency" means the Urban Renewal Agency of the City of Lincoln City.

"Agency Official" means the City Manager, Financial Planner or the Finance Director of the City or a person designated by the City Manager to act as Agency Official under this Resolution.

"Resolution" means this Resolution authorizing the 2012 Subordinate Bond.

"Security" means all Tax Increment Revenues that are authorized to be credited to the Subordinate Indebtedness Account, and all proceeds of the 2012 Subordinate Bond.

Section 2. Authorization of 2012 Subordinate Bond.

The Agency hereby authorizes the issuance of the 2012 Subordinate Bond to finance projects within the Area. The 2012 Subordinate Bond shall be issued in a principal amount not to exceed $3,000,000, shall mature within thirty (30) days after it is issued, may bear interest that is includable in gross income under the Internal Revenue Code of 1986, as amended, and shall be issued on the terms established by the Agency Official pursuant to Section 4, below.

Section 3. Security for 2012 Subordinate Bond.

3.1. The 2012 Subordinate Bond shall be a special obligation of the Agency that is payable solely from the Security.

3.2. The Agency hereby irrevocably pledges the Security to pay the 2012 Subordinate Bond. Pursuant to ORS 287A.310, the pledge of the Security shall be valid and binding from the time the 2012 Subordinate Bond is issued. The Security so pledged shall immediately be subject to the lien of such pledge without any physical delivery or further act, and, except as provided in Section 3.3, the lien of the pledge shall be superior to all other claims and liens whatsoever.

3.3. The Tax Increment revenues credited to the Subordinate Indebtedness Account are subject to the prior lien of the Outstanding Bonds. The Agency has no other obligations outstanding to which the Security has been pledged.

3.4. The Agency currently has on deposit, and will have on deposit when the 2012 Subordinate Bond is issued, an amount in the Subordinate Indebtedness Account that exceeds $3,000,000. While the 2012 Subordinate Bond is outstanding the Agency covenants not to use amounts in the Subordinate Indebtedness Account for any purpose except payment of the 2012 Subordinate Bond.

3.5. The provisions of this Resolution shall constitute a contract with the owner of the 2012 Subordinate Bond, and shall be enforceable by that owner.

Section 4. Delegation for 2012 Subordinate Bond.

The Agency Official is hereby authorized on behalf of the Agency, and without further action by the Agency:

4.1. to establish the maturity date, interest rate, prepayment terms, origination fee and other terms of the 2012 Subordinate Bond;

4.2. to select a purchaser for the 2012 Subordinate Bond, negotiate the terms under which that bond will be sold, enter into a bond purchase agreement describing those

terms, and agree to any additional covenants that the Agency Official determines are desirable to obtain favorable terms for the sale of the 2012 Subordinate Bond;

4.3. to redeem the 2012 Subordinate Bond on or prior to its stated maturity date;

4.4. to issue the bond in substantially the form attached as Exhibit A with such changes as the Agency Official approves; and,

4.5. to take any other action that is desirable in order to issue, sell, and deliver the 2012 Subordinate Bond in accordance with this Resolution.

Section 5. Amendments to Outstanding Bonds to Reduce Reserve Requirement.

The Outstanding Bonds were authorized by Resolutions No. UR 04-03 and UR 07-01 (the "First Lien Resolutions"), which establish a reserve requirement of Tax Maximum for each series of Outstanding Bonds. The Agency hereby amends the First Lien Resolutions to reduce the reserve requirement for each series of Outstanding Bonds to $250,000. To accomplish this amendment the definition of Tax Maximum shall be amended to read:

" 'Tax Maximum' means: (i) for the Series 2004 Bond the amount of $250,000, (ii) for the Series 2007 Bond the amount of $250,000 and (iii) for any other Series of Bonds the lesser of: the greatest amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on such Series; 125% of average amount of principal, interest and premium, if any, required to be paid on such Series during all Fiscal Years in which such Series will be Outstanding, calculated as of the date of issuance of such Series; or, ten percent of the proceeds of such Series, as 'proceeds' is defined for purposes of Section 148(d) of the Code."

Section 6. Effective Date.

This resolution shall be effective upon its adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 22nd day of October 2012.

HENRY QUANDT, Chair

ATTEST:

CATHY STEERE, City Recorder

Exhibit A

No. R-1 $3,000,000

UNITED STATES OF AMERICA
URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY
LINCOLN COUNTY
STATE OF OREGON
2012 SHORT TERM SUBORDINATE URBAN RENEWAL BOND

The Urban Renewal Agency of the City of Lincoln City, Oregon, Oregon (the "Agency"), for value received, acknowledges itself indebted and hereby promises to pay on _____, but solely from the Security, to _____ (the "Owner"), the principal amount of THREE MILLION DOLLARS ($3,000,000) with interest thereon from the date hereof at the variable rate, as computed on an actual/360 basis, of the Owner's Prime Rate per annum. Interest is payable at maturity.

This Bond is subject to redemption at the option of the Agency on any date, in whole or in part, and is subject to mandatory redemption in whole on any date upon the occurrence and declaration of an Event of Default (as defined in the Bond Purchase Agreement dated _____, between the Agency and the Owner) by the Owner, at a price of par plus accrued interest under the authority delegated in the Agency's Resolution No. 2012-___ adopted on October 22, 2012, (the "Resolution"). Capitalized terms that are used in this Bond but are not defined in this Bond have the meanings defined for such terms in the Resolution.

THIS BOND IS NOT A GENERAL OBLIGATION OF THE AGENCY OR THE CITY OF LINCOLN CITY, OREGON, AND IS PAYABLE SOLELY FROM THE SECURITY, AS PROVIDED IN THE RESOLUTION.

This Bond is issued by the Agency for the purpose of financing the costs of urban renewal projects within the Year 2000 Development Area, in full and strict accordance and compliance with all of the provisions of the Constitution and Statutes of the State of Oregon.

The Agency has pledged the Security to pay this Bond as provided in the Resolution. The lien of this Bond on the Tax Increment Revenues is subordinate to the lien of the Agency's Outstanding Bonds, as provided in the Resolution. As required by the resolutions that authorize the Outstanding Bonds, this Bond: a) is secured by a lien on or pledge of the Security that is subordinate to the lien on, and pledge of, the Security for the Outstanding Bonds; and, b) is not payable from any account of the Tax Increment Fund except the Subordinate Indebtedness Account.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that this Bond, and all other obligations of the Agency, are within every debt limitation and other limit prescribed by such Constitution and Statutes.

IN WITNESS WHEREOF, the Agency has caused this bond to be signed by the signature of its Agency Official as of this ____ day of _____.

Urban Renewal Agency of the City of Lincoln City, Lincoln County, Oregon

_____
Agency Official

RESOLUTION NO. UR 2013-01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID FROM GROUP MACKENZIE FOR ENGINEERING AND DESIGN SERVICES RELATED TO THE DELAKE TRAFFIC SIGNAL PROJECT

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2012-2013 the Agency approved and budgeted for improvements to the DeLake Traffic Signal located at South 1st Street; and

WHEREAS, the Agency adopted procedures for public contracts including personal and professional services contracts; and

WHEREAS, URA Resolution No. 2005-04, Section 2.05.090 provides for the City Manager as contracting agent to award a personal services contracts under $75,000 by soliciting at least three prospective contractors, with contracts over that amount to be approved by the Urban Renewal Agency; and

WHEREAS, the contracting agency may also negotiate a contract for personal services with any qualified contractor, considering the factors in section 2.05.090(H).

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. Staff solicited requests for qualifications and received competitive submittals for engineering and design of a Traffic Signal at South 1st Street in the Urban Renewal District.
2. The work is a public improvements contract for construction of a Traffic Signal, for which the contractor will provide engineering services.
3. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the competitive proposals, as shown in the

comparative analysis attached as **Exhibit A** hereto and incorporated by reference herein.

4. The Local Contract Review Board accepts the staff recommendation and approves an award of contract for design and engineering services to Group Mackenzie in the amount not-to-exceed of $32,800.
5. The basis for the Qualifications Based Selection award is the comparative analysis of the five proposals submitted.
6. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 28th day of January, 2013.

HENRY QUANDT, Vice Chair

ATTEST:

CATHY STEERE, City Recorder

Exhibit A

Exhibit A
UR 2013-01

Delake Traffic Signal Replacement							
		FirmA	GroupMac	Firm C	Firm D	FirmE	
Location		Portland	Portland	Portland	Medford	Vancouver	
Understanding		5	5	4	3	3	
Experience of Firm		4	4	4	3	3	
ODOT Projects		5	4	4	2	1	
Past Performance of Firm		0	4	3	3	0	
Experience of Individuals		4	4	2	2	2	
Past Performance of Individuals		0	3	0	2	0	
Capcity to Perform Work		4	4	3	2	3	
Subcontractors		3	4	3	2	5	
		Survey/Eng/Geo	Geo/Survey	Eng	?	None	
Public Works Rec		4	4	4	x	x	
Other	Lighting	4	3	3	0	0	
	Utilities						
	ADA						
		33	39	30			

RESOLUTION NO. UR 2013-02

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING APPROVING AN AWARD OF BID FROM GROUP MACKENZIE FOR ENGINEERING AND DESIGN SERVICES RELATED TO SW 35TH STREET PARKING LOT PROJECT IN THE NELSCOTT DISTRICT

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2012-2013 the Agency approved and budgeted for the construction of a new parking lot at the corner of Highway 101 and SW 35th Street; and

WHEREAS, the Agency adopted procedures for public contracts including personal and professional services contracts; and

WHEREAS, URA Resolution No. 2005-04, Section 2.05.090 provides for the City Manager as contracting agent to award a personal services contracts under $75,000 by soliciting at least three prospective contractors, with contracts over that amount to be approved by the Urban Renewal Agency; and

WHEREAS, the contracting agency may also negotiate a contract for personal services with any qualified contractor, considering the factors in section 2.05.090(H).

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. Staff solicited requests for qualifications and received competitive submittals for engineering and design of a new parking lot in the Nelscott District on Agency owned property within the Urban Renewal District.
2. The work is a public improvements contract for construction of a parking lot, for which the contractor will provide engineering services.

3. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the competitive proposals, as shown in the comparative analysis attached as **Exhibit A** hereto and incorporated by reference herein.
4. The Local Contract Review Board accepts the staff recommendation and approves an award of contract for personal engineering services to Group Mackenzie in the amount of $30,200.
5. The basis for the Qualifications Based Selection award is the comparative analysis of the four proposals submitted.
6. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 28th day of January, 2013.

HENRY QUANDT, Vice Chair

ATTEST:

CATHY STEERE, City Recorder

Exhibit A
WR 2013-02

35th St Parking Lot - Nelscott					
	Firm A	Firm B	Group Mac	Firm C	
Location	Portland	Portland	Portland	Sandy	
Understanding	3	4	5	5	
Experience of Firm	4	3	5	5	
Past Performance of Firm	1	2	5	3	
Experience of Individuals	3	3	5	5	
Past Performance of Individuals	3	2	4	3	
Capcity to Perform Work	4	3	4	4	
Subcontractors	4	3	4	4	
	Wet/Geo	Geo/Survey/Wet/LA	Survey/Wet	Geo/Wet	
Public Works Rec			4	5	
Other	0	0	2	3	
Wetland					
ADA					
	22	20	38	37	

RESOLUTION UR 2013-03

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID FROM ACE CONSULTING INC. FOR DESIGN AND ENGINEERING SERVICES RELATED TO DELAKE UTILITY UNDERGROUNDING

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2012-2013 the Agency approved and budgeted for design and engineering for the DeLake Utility Undergrounding,

WHEREAS, the Agency adopted procedures for public contracts including personal and professional services contracts; and

WHEREAS, URA Resolution No. 2005-03, Section 2.05.090 provides for the City Manager as contracting agent to award personal services contracts under $75,000 by soliciting at least three prospective contractors, with contracts over that amount to be approved by the Urban Renewal Agency; and

WHEREAS, the contracting agency may also negotiate a contract for personal services with any qualified contractor, considering the factors in section 2.05.090(H).

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. Staff solicited and received proposals for design and engineering for utility undergrounding on the west side of Highway 101 from NW 2nd Drive to SW Ebb Avenue in the Urban Renewal District.
2. The work is a public improvements contract for construction of utility undergrounding for which the consultant will provide engineering and design services.
3. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the competitive proposals, as shown the comparative analysis attached as **Exhibit A** hereto and incorporated by reference herein.
4. The Local Contract Review Board accepts the staff recommendation and approves an award of contract for personal engineering services to Ace Consulting Inc. in the amount of $108,740.

5. The basis for the Qualifications Based Selection award is the comparative analysis of the four proposals submitted.

6. This resolution is effective in ten (10) days after the date of adoption to provide for review of the process for compliance with Oregon statutes.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 25th day of February, 2013.

ROGER SPRAGUE, Chair

ATTEST:

CATHY STEERE, City Recorder

Delake Utility Undergrounding Design					
		Ace Consulting Inc.	Firm B	Firm C	Firm D
Location		Beaverton	Portland	Lake O	Salem
Understanding		4	5	4	3
Experience of Firm		4	4	2	2
ODOT Projects		5	4	0	0
Past Performance of Firm		4	2	0	0
Experience of Individuals		4	4	2	2
Past Performance of Individuals		4	3	0	0
Capcity to Perform Work		4	4	3	2
Subcontractors		3	3	3	2
		ElecLighting			
Public Works Rec		4	4	x	x
Other	SUE	3	3	3	0
	Utilities				
Total		39	36		

Exhibit A
Resolution UR 2013-03

RESOLUTION UR 2013-04

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON IN THE 2012-2013 FISCAL YEAR BUDGET

WHEREAS, the Finance Director has proposed certain budget appropriation transfers within the funds of the 2012-2013 Urban Renewal Agency of the City of Lincoln City budget; and

WHEREAS, the changes in departmental needs and staffing have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Urban Renewal Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth in the attached Exhibit "A"; and

WHEREAS, it appears to this Agency that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for Urban Renewal Agency of the City of Lincoln City 2012-13 Budget are hereby ratified and approved and the Finance Director is hereby authorized and directed to make said appropriation transfers.

This Resolution will become effective upon passage.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 13th day of May 2013.

ROGER SPRAGUE, Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

SUMMARY OF BUDGET TRANSFERS

FUND: TAX INCREMENT FUND

	Resource	Amount		Expenditure	Amount
1			1	Debt Service	500,000
2			2	Bond Reserves	-500,000
	Revised Total Resources	5,217,224		**Revised Total Requirements**	5,217,224

RESOLUTION NO. UR 2013-05

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2013-14 in the total of $9,359,120 now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2013, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 160,634
Materials & Services	$ 374,327
Capital Outlay	$4,410,874
TOTAL GENERAL FUND	**$4,945,835**

TAX INCREMENT FUND

Debt Service	$3,666,162
TOTAL TAX INCREMENT FUND	**$3,666,162**

PROPERTY REHABILITATION FUND

Capital Outlay	$ 747,123
TOTAL PROPERTY REHABILITATION FUND	**$ 747,123**
TOTAL APPROPRIATIONS ALL FUNDS	**$9,359,120**
TOTAL UNAPPROPRIATED ALL FUNDS	**$ 0**
TOTAL ADOPTED BUDGET	**$9,359,120**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2013.

The above resolution statements were approved and declared adopted on this 10th day of June 2013.

ROGER SPRAGUE, Chair

ATTEST:

CATHY STEERE, City Recorder



Lincoln City Urban Renewal Agency
2013-14 Budget Message
April 26, 2013

In 1988, the City of Lincoln City established an Urban Renewal District encompassing approximately 18% of the City generally along Highway 101 and emphasizing the Historic Business Districts. It's accompanying Year 2000 Development Plan identified 18 projects categories in four general areas, Public Works Infrastructure (44%), Parks and Recreation (25%), Public Parking (24%) and Building Rehabilitation Loan Program (7%). In 2009, following a substantial amendment, Economic Development was added to the list. To date, the Agency has completed 126 projects. The full list of projects and their descriptions can be viewed at:

http://www.lincolncity.org/vertical/sites/%7BDDC39B4D-9F7A-4251-AEA0-F594E7F89DDB%7D/uploads/UR_23Years_Achievements.pdf

In addition to implementing projects identified in the Year 2000 Development Plan and administering the Commercial Rehabilitation Façade Improvement Loan Program, the Urban Renewal Office conducts long-range planning and community visioning, oversees the Lincoln City Community Sustainability Plan, serves on the Board of the Lincoln Community Land Trust, participates on the Lincoln City Affordable Housing Work Group and coordinates LINC, the community public transportation bus service.

Proposed Budget 2013-2014

This document presents the 2013-2014 Proposed Budget. This message outlines the projects previously approved to move forward and additional projects being put forth for Agency consideration. The document reflects the intent of the Year 2000 Development Plan and the project categories identified for funding by the Agency.

Funding is provided in the **Wecoma** District to enhance the pedestrian safety of the recently constructed N. 33rd Street Crosswalk. A pedestrian activated flashing light system has been proposed to be installed and evaluated as a pilot project to augment the existing signage and to heighten the awareness of drivers as they approach the crosswalk. This will be a cooperative project with Lincoln City Public Works.

Delake is an area of emphasis for the Agency in this and subsequent budgets as the Utility Undergrounding and S. 1st Street Traffic Signal Replacement projects move forward. In

addition, Public Works will use Urban Renewal funding to construct a section of sidewalk and a bus shelter in the area of S. 19th Street.

Design is underway for the new public parking lot in **Nelscott** at SW 35th Street in anticipation of the ODOT Highway project which will impact the configuration of the Nelscott Strip frontage roadway.

The Cutler/Keel Sanitary Sewer Line Extension design is complete and this budget allocates funding for the construction of the project in the **Cutler** District.

Since the addition of Economic Development as a project category in the Amended Year 2000 Development Plan, the Agency will continue to look for ways to support local business and job creation. With the approval of three new programs, this budget includes funding for economic development and property development in the following ways.

- Rehabilitation Façade Improvement Loan Program
- Energy Efficiency Loan Program
- Signage Program
- Business Expansion Loan Program
- Local Program Support Grants
- NW 15th Street Property Development

The estimated available close-out resources for the Agency General Fund total $4.9M. Following the completion of previously approved projects listed above, the Agency will be in a position to fund approximately $1.2M of additional projects or acquisitions. Projects discussed in the past are listed below for consideration during the upcoming year.

In **OceanLake**, a cooperative project is proposed. Lincoln City Parks and Recreation is considering options for additional signage for the Community Center. The Year 2000 Development Plan allows for such projects; #17. MISCELLANEOUS PARK AND RECREATION FACILITIES-*the Agency may fund all or part of park, recreation and cultural improvements, within the Urban Renewal District.*

Roof repairs are needed for the Agency owned **Delake** School Building. It would be anticipated to take place over a number of years and likely be a partnership with the Lincoln City Cultural Center. As an example, the Agency may consider contributing $25,000 each year until completed. The General Provisions of the Oregon Urban

Renewal Statutes allows for; *the repairs, rehabilitation, demolition or removal of buildings and improvements.*

In **Nelscott,** the Agency should be prepared to fund modifications to and around SW 32nd Street in the vicinity of the Eagles Lodge as ODOT proposes changes to accommodate the realignment of this street. At this point the exact nature of the funding need has not been clarified.

A proposal in the **Taft** District is being considered to remodel a portion of the Jennifer Sears Glass Art Studio to house a new public attraction of metal art. The Agency would partner with the Lincoln City Visitor and Convention Bureau on this project. In addition, the Agency should consider funding the demolition of the house it owns on SW 50th Street. The General Provisions of the Oregon Urban Renewal Statutes allows for; *the repairs, rehabilitation, demolition or removal of buildings and improvements.*

Focusing on the projects that emerged from the Cutler Community Vision Plan, this budget puts forth for consideration a comprehensive **Cutler City** Infrastructure Plan.

- SW 66th Street Bay/Beach Access Construction
- SW Jetty Avenue Realignment Design
- Cutler/Schooner Water Transmission Line Design
- BayWalk-Schooner Point Construction
- BayWalk-Cutler/Schooner Sidewalk Design

SW 66th Street Bay/Beach Access Construction- The design for this project is complete. The project came forth in the Cutler Community Vision Plan and is identified in the Year 2000 Development Plan: #15. BEACH ACCESS AND PARKS IN THE CUTLER CITY DISTRICT- *the Agency may develop park facilities, (15.c) At the end of 66th Street.*

SW Jetty Avenue Realignment Design- A preliminary design of this project was completed a number of years ago to realign the angled street between the Bay House Restaurant and the Crab Pot businesses. This project will slow traffic entering the residential neighborhood, would allow for two-way traffic, consolidate the two parking areas for the Bay House, upgrade the storm drainage and provide sidewalks. Approval authority is in the Plan; #16. MISCELLANEOUS STREET, CURB-GUTTER, SIDEWALK, CROSS-WALK, STORM DRAIN, SANITARY SEWER AND WATER SYSTEMS

Cutler/Schooner Water Transmission Line Design- This project would design the relocation of a major water transmission line that is currently vulnerable along the west edge of Highway 101 between the Cutler District and the Schooner Creek Bridge. The

new upgraded line would be installed along the eastside of the Highway. Approval authority is in the Plan; #16. MISCELLANEOUS STREET, CURB-GUTTER, SIDEWALK, CROSS-WALK, STORM DRAIN, SANITARY SEWER AND WATER SYSTEMS

BayWalk-Schooner Point Construction- This project is designed and the Agency investigated the possibilities for grant funding. Two grant applications were not successful and the project is being brought back to the Agency for funding consideration. Historic informational signage would be installed and the project would complete another phase of the Siletz BayWalk Concept. This project is identified in the Year 2000 Development Plan; #12. SILETZ BAY VIEW POINT AND PARKING-*a view point of Siletz Bay, south of the Schooner Creek Bridge, is proposed.*

BayWalk-Cutler/Schooner Sidewalk Design- With the construction of the SW Jetty Avenue Realignment and the Schooner Point projects, the final leg of the Siletz BayWalk would be to construct sidewalk along Highway 101 connecting the Schooner Point Project with the Schooner Creek Bridge. The Plan identifies the authority for such projects as; #4. CONSTRUCT ALL CURBS GUTTERS AND SIDEWALKS ALONG U.S. HIGHWAY 101.

The projected and final bond sale is anticipated in this budget year. The Agency is well funded as it approaches June, 2014 when no additional tax increment funds will be received, but rather redirected to the local taxing districts.

The past and future success of the Lincoln City Urban Renewal Agency is a direct reflection of the countless hours of public participation from our community members. Beginning with the first Community Redevelopment Plan for Taft in 1999, residents, business owners and second home owners have met and worked together to address the needs in each of their districts. Many communities along the coast recognize our efforts and have followed our lead. The foundation is set and Lincoln City's best years lie ahead.

Submitted By:

Kurt E. Olsen, Director

Approved By:

David A. Hawker

CITY OF LINCOLN CITY
ANNUAL BUDGET 2013-2014
830-000-URBAN RENEWAL GENERAL FUND

Wednesday, June 05, 2013

ACTUAL FY 2010-11	ACTUAL FY 2011-12	BUDGET FY 2012-13			ESTIMATE FY 2012-13	BUDGET PROPOSED	BUDGET APPROVED	ADOPTED FY 2013-14
				RESOURCES				
				MISCELLANEOUS REVENUE				
14,670	5,900	6,000	4601051	LEASE INCOME	500	0	0	0
0	0	0	4601910	OTHER REVENUE	3,200	0	0	0
7,180	5,055	7,000	4610001	INTEREST ALLOCATED	8,000	8,000	8,000	0
21,849	10,955	13,000		TOTAL MISCELLANEOUS REVENUE	11,700	8,000	8,000	0
				OTHER RESOURCES				
2,000,000	0	2,500,000	4801001	BOND SALES	3,000,000	2,150,000	2,150,000	0
2,000,000	0	2,500,000		TOTAL OTHER RESOURCES	3,000,000	2,150,000	2,150,000	0
				BEGINNING FUND BALANCE				
1,413,423	1,468,832	770,927	4890010	BEGINNING BALANCE	810,188	2,787,835	2,787,835	0
1,413,423	1,468,832	770,927		TOTAL BEGINNING FUND BALANCE	810,188	2,787,835	2,787,835	0
3,435,272	**1,479,787**	**3,283,927**		**TOTAL RESOURCES**	**3,821,888**	**4,945,835**	**4,945,835**	**0**
				PERSONAL SERVICES				
153,330	155,580	137,030	6101100	REGULAR FULL TIME SALARY	100,507	66,133	66,133	0
9,802	4,841	6,015	6102001	PART TIME & SEASONAL SALARY	39,983	55,637	55,637	0
50	0	0	6103012	OVERTIME	0	0	0	0
12,189	11,997	10,943	6105011	FICA/MEDICARE	10,135	9,315	9,315	0
1,663	1,592	1,573	6105012	WORKMEN'S COMP	2,293	1,579	1,579	0
20,813	21,073	19,014	6106011	MEDICAL & DENTAL INSURANCE	19,422	15,742	15,742	0
179	177	178	6106012	LIFE INSURANCE	178	178	178	0
549	542	575	6106013	LONG-TERM DISABILITY INS.	610	563	563	0
15,961	23,013	8,166	6106014	RETIREMENT	8,143	11,487	11,487	0
214,536	218,816	183,494		TOTAL PERSONAL SERVICES	181,271	160,634	160,634	0
				MATERIALS & SERVICES				
13,265	8,468	50,000	6201119	CONTRACTED SERVICES	35,000	40,000	40,000	0
5,432	8,725	5,705	6201151	AUDITING	5,705	6,250	6,250	0

ACTUAL FY 2010-11	ACTUAL FY 2011-12	BUDGET FY 2012-13			ESTIMATE FY 2012-13	BUDGET PROPOSED	BUDGET APPROVED	ADOPTED FY 2013-14
10,000	375	5,000	6201152	LEGAL SERVICES	4,000	5,000	5,000	0
3,700	3,154	4,157	6201153	GEOGRAPHICAL INFO SYS SUPPORT	3,408	4,293	4,293	0
0	0	0	6201154	ENGINEERING	0	60,000	60,000	0
8,651	0	10,000	6201155	BOND ISSUANCE COSTS	0	12,000	12,000	0
35	227	300	6202101	COMPUTER SOFTWARE, UPGRADES,	0	600	600	0
0	6,391	7,991	6202110	INFORMATION TECHNOLOGY SUPP	7,991	9,523	9,523	0
704	58	0	6203001	ELECTRIC POWER	0	0	0	0
314	114	0	6203020	TELEPHONE	100	0	0	0
1,928	310	2,000	6205001	LEGAL NOTICES	2,000	2,000	2,000	0
20	0	2,000	6205003	PRINTING	1,000	2,000	2,000	0
2,529	3,671	2,900	6206002	TRAINING	2,900	2,900	2,900	0
1,241	1,617	2,200	6206003	MEETINGS	1,100	2,200	2,200	0
2,541	1,285	2,000	6206005	MEMBERSHIP AND DUES	2,500	2,500	2,500	0
381	233	400	6206006	BOOKS AND PERIODICALS	200	350	350	0
23	72	200	6209001	POSTAGE, SHIPPING, METER LEASE	200	200	200	0
5,145	4,763	5,000	6209010	INSURANCE AND BONDS	5,000	5,239	5,239	0
579	0	0	6210001	BUILDING MAINTENANCE	3,000	0	0	0
0	708	2,500	6210010	SYS MAINT - CUTLER	500	2,500	2,500	0
833	256	2,000	6210011	SYS MAINT - TAFT	500	2,500	2,500	0
608	1,732	2,000	6210012	SYS MAINT - OCEANLAKE	500	2,500	2,500	0
12,073	677	2,500	6210013	SYS MAINT-OTHER	1,000	2,500	2,500	0
0	91	2,500	6210014	SYS MAINT - DELAKE	500	2,500	2,500	0
5,867	651	2,000	6210015	SYS MAINT - NELSCOTT	1,000	2,500	2,500	0
5,703	5,505	10,000	6211020	MAINTENANCE/LEASE-OFFICE EQUI	6,000	7,500	7,500	0
134	96	500	6220001	STATIONERY SUPPLIES	250	500	500	0
301	379	600	6221001	GASOLINE, FUEL, OILS	300	500	500	0
788	376	884	6221013	VEHICLE REPAIR & OPERATION	2,661	1,221	1,221	0
2,122	812	2,000	6229001	OTHER SUPPLIES	2,000	2,000	2,000	0
0	0	0	6231080	ADA PLANNING/COMPLIANCE	4,575	0	0	0

CITY OF LINCOLN CITY
ANNUAL BUDGET 2013-2014
830-000-URBAN RENEWAL GENERAL FUND

Wednesday, June 05, 2013

ACTUAL FY 2010-11	ACTUAL FY 2011-12	BUDGET FY 2012-13			ESTIMATE FY 2012-13	BUDGET PROPOSED	BUDGET APPROVED	ADOPTED FY 2013-14
0	55	300,000	6231097	ECONOMIC DEVELOPMENT	100,000	50,000	50,000	0
107,032	105,148	108,302	6299111	REIMBURSEMENT TO GEN FUND	108,302	111,551	111,551	0
19,908	21,900	24,090	6299120	REIMBURSEMENT LINC SQ FUND	24,090	26,500	26,500	0
2,383	0	2,000	6299193	TRANSFER TO % FOR ARTS	2,000	4,500	4,500	0
214,242	177,848	561,729		TOTAL MATERIALS & SERVICES	328,282	374,327	374,327	0
				CAPITAL OUTLAY				
0	0	1,000	6320001	OFFICE EQUIPMENT	0	1,000	1,000	0
0	0	1,000	6320201	OTHER EQUIPMENT	0	1,000	1,000	0
0	0	10,000	6330201	BUILDING IMPROVEMENTS	10,000	0	0	0
0	0	10,000	6330205	PROPERTY DEVELOPMENT	10,000	5,000	5,000	0
490,954	217,681	0	6340108	OCEANLAKE STREETSCAPE	4,500	0	0	0
71,316	0	0	6340206	STORM DRAIN CONSTRUCTION	0	0	0	0
15,612	2,900	100,000	6340208	SIDEWALK CONSTRUCTION	100,000	100,000	100,000	0
0	14,247	0	6340209	OTHER CONSTRUCTION	0	236,000	236,000	0
0	0	0	6340230	S BAY PARK/BAY AREA SIDEWALK	0	180,000	180,000	0
0	13,953	150,000	6340240	NELSCOTT RENOVATION PROJECTS	20,000	250,000	250,000	0
0	0	80,000	6340260	D RIVER LAKE ACCESS	80,000	350,000	350,000	0
190,973	24,154	195,000	6340261	CUTLER CITY RENOVATION PROJEC	300,000	425,000	425,000	0
0	0	0	6340262	CROSSWALK CONSTRUCTION	0	30,000	30,000	0
0	0	0	6340300	ADA IMPROVEMENTS	0	20,000	20,000	0
0	0	500,000	6340401	LAND PURCHASED	0	500,000	500,000	0
0	0	1,491,704	6370400	ADDITIONAL CAPITAL RESERVE	0	2,312,874	2,312,874	0
768,855	272,935	2,538,704		TOTAL CAPITAL OUTLAY	524,500	4,410,874	4,410,874	0
				OTHER DISBURSEMENT & EXP				
768,806	0	0	6712010	PAYMENTS ON CONTRACTS PAYAB	0	0	0	0
768,806	0	0		TOTAL OTHER DISBURSEMENT & EXP	0	0	0	0
1,966,439	**669,599**	**3,283,927**		**TOTAL EXPENDITURES**	**1,034,053**	**4,945,835**	**4,945,835**	**0**

ACTUAL FY 2010-11	ACTUAL FY 2011-12	BUDGET FY 2012-13			ESTIMATE FY 2012-13	BUDGET PROPOSED	BUDGET APPROVED	ADOPTED FY 2013-14
				CONTINGENCY/FUND BALANCE				
1,468,833	810,189	0	6800502	UNAPPROPRIATED FUND BALANCE	2,787,835	0	0	0
1,468,833	810,189	0		TOTAL CONTINGENCY/FUND BALANCE	2,787,835	0	0	0
1,468,833	**810,189**	**0**		**TOTAL ENDING FUND BALANCE**	**2,787,835**	**0**	**0**	**0**
55,410	*-658,644*	*-770,927*		*Excess of Resources over Expenditures*	*1,977,647*	*-2,787,835*	*-2,787,835*	*0*

LINCOLN CITY URBAN RENEWAL AGENCY
TAX INCREMENT CALCULATION
FISCAL YEAR 2013-2014

Taxable Assessed Value of the Urban Renewal District 2012-2013	$	208,977,945
Adjustments	$	-
	-	
Net Taxable Assessed Value 2012-2013	$	208,977,945
Estimated Increase in Value 2013-2014		2.50%
Estimated Taxable Assessed Value 2013-2014	$	214,202,394
Estimated Composite Tax Rate	$	14.00
Estimated Tax Increment	$	2,998,834
Less Amount Not to be Collected	$	(239,907)
Estimated Taxes to be Collected	$	2,758,927

LINCOLN CITY URBAN RENEWAL AGENCY
LONG TERM DEBT
BOND AMORTIZATION

FISCAL YEAR	SERIES 2004 PRINCIPAL	SERIES 2004 INTEREST 4.00%	SERIES 2007 PRINCIPAL	SERIES 2007 INTEREST 4.40%	TOTAL PRINCIPAL & INTEREST
2012-13	570,999 (2012-13 is not in totals)	36,113	790,347	58,184	1,457,643
2013-14	594,183	14,928	825,700	22,831	1,457,642
TOTAL	594,183	14,928	825,700	22,831	1,457,642

CITY OF LINCOLN CITY
ANNUAL BUDGET 2013-2014
831-000-TAX INCREMENT FUND (URA)

Wednesday, June 05, 2013

ACTUAL FY 2010-11	ACTUAL FY 2011-12	BUDGET FY 2012-13			ESTIMATE FY 2012-13	BUDGET PROPOSED	BUDGET APPROVED	ADOPTED FY 2013-14
				RESOURCES				
				TAXES				
2,766,244	2,830,272	2,772,755	4101010	CURRENT PROPERTY TAXES	2,711,856	2,758,927	2,758,927	0
139,457	159,783	140,000	4101020	PRIOR PROPERTY TAXES	174,000	140,000	140,000	0
2,905,701	2,990,055	2,912,755		TOTAL TAXES	2,885,856	2,898,927	2,898,927	0
				MISCELLANEOUS REVENUE				
9,694	10,423	5,000	4610001	INTEREST ALLOCATED	9,395	8,000	8,000	0
382	401	500	4610002	INTEREST DIRECT	550	500	500	0
10,076	10,824	5,500		TOTAL MISCELLANEOUS REVENUE	9,945	8,500	8,500	0
				BEGINNING FUND BALANCE				
2,562,021	1,656,059	2,298,969	4890010	BEGINNING BALANCE	2,320,847	758,735	758,735	0
2,562,021	1,656,059	2,298,969		TOTAL BEGINNING FUND BALANCE	2,320,847	758,735	758,735	0
5,477,798	**4,656,937**	**5,217,224**		**TOTAL RESOURCES**	**5,216,648**	**3,666,162**	**3,666,162**	**0**
				DEBT SERVICE				
361	0	0	6410201	INTEREST	271	200	200	0
41,527	16,013	0	6410203	INTEREST-SERIES 2003	0	0	0	0
81,805	60,394	38,113	6410204	INTEREST-SERIES 2004	38,113	14,928	14,928	0
124,415	92,024	58,184	6410206	INTEREST-SERIES 2007	58,184	22,831	22,831	0
2,000,000	0	3,000,000	6450201	PRINCIPAL	3,000,000	2,200,000	2,200,000	0
322,208	862,434	0	6450203	PRINCIPAL-SERIES 2003	0	0	0	0
527,307	548,718	570,998	6450204	PRINCIPAL-SERIES 2004	570,998	594,183	594,183	0
724,117	756,507	790,347	6450206	PRINCIPAL-SERIES 2007	790,347	825,700	825,700	0
0	0	259,582	6450301	ADDITIONAL DEBT PMT RESERVE	0	8,320	8,320	0
3,821,739	2,336,090	4,717,224		TOTAL DEBT SERVICE	4,457,913	3,666,162	3,666,162	0
				BOND RESERVES				
0	0	250,000	6800194	BOND RESERVE-SERIES 2004	0	0	0	0
0	0	250,000	6800196	BOND RESERVE-SERIES 2007	0	0	0	0
0	0	500,000		TOTAL BOND RESERVES	0	0	0	0
3,821,739	**2,336,090**	**5,217,224**		**TOTAL EXPENDITURES**	**4,457,913**	**3,666,162**	**3,666,162**	**0**

ACTUAL FY 2010-11	ACTUAL FY 2011-12	BUDGET FY 2012-13			ESTIMATE FY 2012-13	BUDGET PROPOSED	BUDGET APPROVED	ADOPTED FY 2013-14
				CONTINGENCY/FUND BALANCE				
1,656,059	2,320,847	0	6800502	UNAPPROPRIATED FUND BALANCE	758,735	0	0	0
1,656,059	2,320,847	0		TOTAL CONTINGENCY/FUND BALANCE	758,735	0	0	0
1,656,059	**2,320,847**	**0**		**TOTAL ENDING FUND BALANCE**	**758,735**	**0**	**0**	**0**
-905,962	*664,788*	*-2,298,969*		*Excess of Resources over Expenditures*	*-1,562,112*	*-758,735*	*-758,735*	*0*

CITY OF LINCOLN CITY
ANNUAL BUDGET 2013-2014
832-000-PROPERTY REHAB PROGRAM

Wednesday, June 05, 2013

ACTUAL FY 2010-11	ACTUAL FY 2011-12	BUDGET FY 2012-13			ESTIMATE FY 2012-13	BUDGET PROPOSED	BUDGET APPROVED	ADOPTED FY 2013-14
				RESOURCES				
				MISCELLANEOUS REVENUE				
1,578	1,811	1,500	4610001	INTEREST ALLOCATED	2,750	2,800	2,800	0
1,389	763	1,000	4610002	INTEREST DIRECT	335	400	400	0
151,332	119,736	120,000	4650004	LOAN REPAYMENTS	140,000	110,000	110,000	0
154,299	122,311	122,500		TOTAL MISCELLANEOUS REVENUE	143,085	113,200	113,200	0
				BEGINNING FUND BALANCE				
597,507	651,027	743,127	4890010	BEGINNING BALANCE	742,838	633,923	633,923	0
597,507	651,027	743,127		TOTAL BEGINNING FUND BALANCE	742,838	633,923	633,923	0
751,806	**773,338**	**865,627**		**TOTAL RESOURCES**	**885,923**	**747,123**	**747,123**	**0**
				CAPITAL OUTLAY				
779	0	4,000	6340105	ARCHITECTS	2,000	4,000	4,000	0
100,000	30,500	461,627	6370130	PROPERTY REHABILTATION	150,000	443,123	443,123	0
0	0	400,000	6370150	ECONOMIC DEV PROGRAMS	100,000	300,000	300,000	0
100,779	30,500	865,627		TOTAL CAPITAL OUTLAY	252,000	747,123	747,123	0
100,779	**30,500**	**865,627**		**TOTAL EXPENDITURES**	**252,000**	**747,123**	**747,123**	**0**
				CONTINGENCY/FUND BALANCE				
651,027	742,839	0	6800502	UNAPPROPRIATED FUND BALANCE	633,923	0	0	0
651,027	742,839	0		TOTAL CONTINGENCY/FUND BALANCE	633,923	0	0	0
651,027	**742,839**	**0**		**TOTAL ENDING FUND BALANCE**	**633,923**	**0**	**0**	**0**
53,520	*91,811*	*-743,127*		*Excess of Resources over Expenditures*	*-108,915*	*-633,923*	*-633,923*	*0*

LINCOLN CITY URBAN RENEWAL AGENCY
ANNUAL BUDGET 2013-2014
URA PERSONNEL

Wednesday, June 05, 2013

FTES	DEPARTMENT/POSITION	ANNUAL BUDGETED SALARY
	URBAN RENEWAL GENERAL FUND	
1.00	Asst UR Director	66,133
0.06	Financial Planner	6,016
0.50	URA Direcor	49,621
1.56	**TOTAL URBAN RENEWAL GENERAL FUND**	**121,770**
1.56	**TOTAL LINCOLN CITY URBAN RENEWAL AGENCY**	**121,770**

RESOLUTION NO. UR 2013-06

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID FROM DEVILS LAKE ROCK COMPANY FOR CONSTRUCTION SERVICES FOR THE CUTLER DISTRICT SW KEEL AVENUE SEWER EXTENSION LINE PROJECT

WHEREAS, the City Council acting as the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2013 the Agency approved and budgeted for improvements (FY 2013-14) in the Cutler District; and

WHEREAS, the Agency adopted procedures for public contracts including construction and professional services contracts; and

WHEREAS, UR Resolution No. 2005-03, Section 2.05.090 provides for the City Manager as contracting agent to award personal services contracts under $75,000 by soliciting at least three prospective contractors, with contracts over that amount to be approved by the Urban Renewal Agency; and

WHEREAS, the contracting agency may also negotiate a contract for personal services with any qualified contractor, considering the factors in section 2.05.090(H).

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. Staff solicited and received proposals for construction for sanitary sewer line extension from SW Jetty Avenue at SW 62nd Street, along SW Keel Avenue right of way to SW 63rd Street ending on the east side of Highway 101 in the Urban Renewal District.
2. The work is a public improvements contract for extension of existing sanitary sewer line for which the consultant will provide construction services.

3. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the proposals, as shown the staff report attached as **Exhibit A** hereto and incorporated by reference herein.
4. The Local Contract Review Board accepts the staff recommendation and approves an award of bid for construction services to Devils Lake Rock Company in the amount of $349,731.50.
5. The basis for the award is the lowest qualified bidder.
6. This resolution grants authority to the City Manager to execute the contract.
7. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 8th day of July, 2013.

HENRY QUANDT, Vice Chair

ATTEST:

CATHY STEERE, City Recorder

Exhibit A

STAFF REPORT
AGENCY MEETING: 07/08/13

ITEM

Bid Award – Cutler / SW Keel Avenue Sewer Line Extension Construction Project

INFORMATION SOURCE

Kurt Olsen, Director

BACKGROUND

Prior to the economic downturn, staff had conversations with a major local business that owns property in the Cutler District and was considering relocation. The major drawback to the development was the fact that there was no sanitary sewer service to the site.

The 2008 Cutler charrette process further identified the need for sewer extension to better serve the highway 101 corridor businesses and increase potential for undeveloped properties in the district. Two existing businesses have expressed an interest in connecting to the City system and a commercial retail strip just out of the City limits that has indicated a willingness to annex into the City.

In December 2011, the Agency approved bid award to design a sewer extension from SW Jetty at 62nd, south along the undeveloped SW Keel Avenue right of way to 63rd to the east side of Highway 101. Exhibit I shows the area to be served by the sewer extension.

After finalized design contract, project kick-off meeting, Department of State Lands wetland delineation review, change in consultant staff, the design was complete in April 2013.

Award of a bid proposal is now before you.

NEED

This project would provide construction of a completed design for much needed sanitary sewer service to areas along Highway 101 currently not served.

ALTERNATIVES CONSIDERED

Shelf completed design until private development occurs. Waiting to construct a design may increase required changes and additional design work.

PRICING PROCESS

A bid invitation was issued for opening June 18th. Local contractors who typically do similar work received invitations directly and the bid was advertised in the News Guard, News Times and Daily Journal of Commerce on Wednesday, May 29th. Overall there were 16 entities on the list of plan holders (Exhibit II); 6 of which are plan centers and 2 specialize in services such as dewatering or boring (usually interested in subcontracted work).

One bid proposal was received from Devils Lake Rock Company. The bid proposal calculations and necessary submittals and have checked out. The bid came in just under the engineer's estimate of $350,000.

COST & ASSOCIATED COSTS

Design & Engineering	$16,535

Proposed Bid for Construction	$349,731.50
Total Anticipated Project Cost	$366,266.50

BUDGET

Current budget (FY 13-14) approves a total of $425,000 for Cutler City Renovation Projects

SUSTAINABILITY IMPLICATIONS

When considering a "triple bottom line" approach to sustainability (social/people, economic/profit, and environmental/planet) this project to extend sanitary sewer infrastructure:

- Provides a longer-term solution to existing businesses who currently have older septic systems
- Increases private development potential of underserved / blighted properties
- Creates prospective development sites
- Increases contributions to tax rolls from future private development

AUTHORITY TO TAKE ACTION

Section 601 (Urban Renewal Projects and Improvement Activities) of the *Amended and Restated Year 2000 Development Plan* (2009; page 17) outlines project # 16: Miscellaneous Street, Curb-Gutter, Sidewalk, Cross-Walk, Storm Drain, Sanitary Sewer and Water Systems.

Page 4-25 of the Cutler Community Vision & Corridor Plan (2008) lists this project and that it addresses 5 of the 9 Urban Renewal Goals and Objectives (page 1-3) to:

- Resolve the problems created by existing blighted conditions so that unused and underused properties can be placed in productive condition and utilized at their highest and best use.
- Enhance opportunities for business and tourist-related property to be developed, redeveloped, and/or improved.
- Ensure that traffic flow, off-street parking, and other public facilities within the Urban Renewal Area are adequate to accommodate current and future development.
- Encourage the expansion and development of businesses that will produce jobs for the people of Lincoln City.
- Increase property values so that the Area will contribute its fair share to the costs of providing public services.
- Leverage the Agency's financial resources to the maximum extent possible with other public and private investment and other funding.

ACTION

Consider motion to pass Resolution No. UR 2013-06

RECOMMENDATION

Pass Resolution No. UR 2013-06: A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID FROM ACE DEVILS LAKE ROCK COMPANY FOR CONSTRUCTION SERVICES FOR THE CUTLER DISTRICT SW KEEL AVENUE SEWER EXTENSION LINE PROJECT

EXHIBITS

Exhibit I	Area to be served by sanitary sewer extension
Exhibit II	List of Plan Holders

EXHIBIT I
Area to be served (green shaded area)



EXHIBIT H
List of Plan Holders – Bid Invitation

District - SW Keel Ave Sewer Line Extension Project Bid Info - (as of 6-18-13)		
ening 6-18-13, 2:00 PM enda Issued		
Firm	**Address**	**City, State Zip**
James Drayton Trucking & Excavating	2020 SE Highway 101	Lincoln City, OR 97367
Kaufman Excavating	PO Box 79	Lincoln City, OR 97367
Devils Lake Rock Company	2300 SE Highway 101	Lincoln City, OR 97367
Salmon River Contractors	PO Box 119	Otis, OR 97368
Road and Driveway	PO Box 730	Newport, OR 97365
Contractors Plan Center	PO Box 477, 14625 SE 82nd Drive	Clackamas, OR 97015
Kerr Contractors	PO Box 1060	Woodburn, OR 97071
W.W. Construction, LLC	PO Box 1150	Newport, OR 97365
Douglas Plan Center	3076 NE Diamond Lake Blvd	Roseburg, OR 97470
DJC Plan Center	No physical plan center - only online	Portland, OR
Bid Clerk (Plan Center)	No physical plan center - only online	
NW Earthworks Enterprises	302 Christopher St.	Molalla, OR 97038
Advanced Excavation	PO Box 868	Garibaldi, OR 97118
Dewatering Services	1350 Slater Road, Suite #9	Ferndale, WA 98248
Gonzales Boring	PO Box 187	North Plains, OR 97133
PPV / Bravo Environmental	4927 SW Front Ave	Portland, OR 97210
Bid Ocean, Inc. (Plan Center)	PO Box 40445	Grand Junction, CO 81504
McGraw Hill Construction (Plan Center)		

RESOLUTION NO. UR 2014-01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID TO JSE LABS, INC. FOR DEMOLITION SERVICES FOR THE SW 50th STREET HOUSE

WHEREAS, the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2013-2014 the Agency approved and budgeted for demolition to the house located at 838 SW 50th Street; and

WHEREAS, the Agency adopted procedures for public contracts including materials and trade services contracts as well as personal and professional services contracts; and

WHEREAS, the subject contract is for demolition and removal services, (Materials and Trade Services) and is subject to the intermediate procurement provisions of ORS 279B.070 and Lincoln City Municipal Code (LCMC) Chapter 2.05.070; and

WHEREAS, the subject contract, being less than $75,000 is within the delegated contract authority of the City Manager; and

WHEREAS, notwithstanding the above, to encourage competition, the Urban Renewal Agency formally solicited bids from numerous contractors and obtained several bids, which were opened in accordance with formal processes;

WHEREAS, the bidders were properly notified of the Intent to Award;

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. The above recitals are true and correct and incorporated herein by this reference;
2. Staff solicited requests for bid proposals and received competitive submittals for demolition of the structure at 838 SW 50th Street in the Urban Renewal District.

3. The contract is for materials and trade services, for demolition of a structure, for which the contractor will provide demolition and disposal services.
4. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the competitive bid proposals, as shown in the comparative analysis attached as **Exhibit A** hereto and incorporated by reference herein.
5. The Local Contract Review Board accepts the staff recommendation and approves an award of contract for demolition and disposal services to JSE LABS, INC. in the amount not-to-exceed of $13,600.
6. The basis for the bid award is the comparative analysis of the four proposals submitted.
7. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 27th day of January, 2014.

Roger Sprague, Chair
Urban Renewal Agency

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

	Taft District - SW 50th Street House Demolition Project		
	Bid Opening 1-9-14, 2:00 PM		
	Firm	**City, State Zip**	**Bid Amount**
1)	JSE Labs, Inc.	Milwaukie, OR 97222	$13,600
2)	James Drayton Trucking & Excavating	Lincoln City, OR 97367	$17,640
3)	Devils Lake Rock Company	Lincoln City, OR 97367	$29,243
4)	Salmon River Contractors	Otis, OR 97368	$47,500

RESOLUTION NO. UR 2014-02

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON APPROVING A MINOR AMENDMENT TO THE YEAR 2000 PLAN, DIRECTING STAFF TO COMMENCE WITH REVENUE SHARING IN JULY 2014 AND DIRECTING STAFF TO PROCEED WITH PREPARATION OF A SUBSTANATIAL AMENDMENT TO THE YEAR 2000 PLAN

WHEREAS, the Urban Renewal Agency of the City of Lincoln City (the "Agency") has prepared a Minor Amendment to the Amended and Restated Year 2000 Development Plan (the "Year 2000 Plan"); and

WHEREAS, the Minor Amendment attached to this Resolution as Exhibit A would amend the Year 2000 Plan to extend the last date to issue debt from June 30, 2014 to June 30, 2024, to extend the date to take division of taxes to June 30, 2024, to add language to the Year 2000 Plan to include the potential of assisting in the development of workforce housing, and to make other modernizing changes to the Year 2000 Plan as necessary; and

WHEREAS, these actions are all minor amendments as specified in Section 1200 - Future Amendments to the Plan as all amendments that do not add land in excess of 1% of the area in July 2009 and do not increase the maximum indebtedness of the Plan are considered minor amendments; and

WHEREAS, a minor amendment requires approval by the Agency by resolution; and

WHEREAS, the Agency desires to institute revenue sharing in July 2014 through an under levy of tax increment revenues as provided in ORS 457.455(1), with approximately 80% of the tax increment revenues being returned to the impacted taxing districts and the remaining approximately 20% being distributed to the urban renewal agency; and

WHEREAS, the Agency desires to direct staff to proceed with preparation of a substantial amendment to adjust the boundary to include additional parcels to the Year 2000 Plan boundary to provide for development of underdeveloped areas in Lincoln City and to make other changes to the Year 2000 Plan as necessary to implement the projects for the property to be added; and

WHEREAS, the Minor Amendment has been prepared in conformance with the requirements of the Year 2000 Plan and ORS 457; and

WHEREAS, the Agency consulted and conferred with the taxing districts regarding the revenue sharing provision through an under levy and notified them of the January 27, 2014 meeting to discuss the issue with the Agency; and the Agency has not received any written recommendations from these districts; and

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Approval of Minor Amendment. The Agency hereby approves the Minor Amendment attached hereto as Exhibit A, which amends the Year 2000 Plan, Section 701, to extend the last date to issue debt to June 30, 2024 and extend the last date to take division of taxes to June 30, 2024, and Section 600, Project 19 Economic Development, to include the potential of assisting in the development of workforce housing, and makes other housekeeping changes to the Year 2000 Plan.

Section 2. Revenue Sharing through an Under Levy. The Agency hereby directs Agency staff to institute revenue sharing through an under levy as allowed in ORS 457.455(1) starting in Tax Year 2014-2015, with approximately 80% of the tax increment revenues being returned to the impacted taxing districts and the remaining approximately 20% being distributed to the Agency.

Section 3. Substantial Amendment. The Agency hereby directs Agency staff to proceed with preparation of a substantial amendment to adjust the boundary to include additional parcels to the Year 2000 Plan boundary to provide for development of underdeveloped areas in Lincoln City and to make other changes to the Year 2000 Plan as necessary to implement the projects for the property to be added.

Section 4. Effective Date. This resolution shall be effective upon its adoption.

ADOPTED this 10th day of February, 2014.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY _____
Roger Sprague, Chair

ATTEST:

_____
Cathy Steere, City Recorder

Attachment:
Exhibit A: Proposed Minor Amendment to Year 2000 Plan

Exhibit A: Amendments to Plan and Report

List of Amendments in the 2014 Minor Amendment to Lincoln's City's Year 2000 Plan (Plan). Deletions are shown in ~~crossout~~, additions in *italics*.

1) Section 701

The Agency shall not issue indebtedness which matures after June 30, ~~2014~~ *2024*, if the indebtedness is payable from tax increment revenues of the Area. The division of taxes and the tax increment financing process described in ORS 457.420 through 457.450, shall be terminated not later than June 30, ~~2014~~ *2024*, which is the end of the twenty-*thirty*-fifth (~~25~~th *35*th) fiscal year of collecting tax increment after the City Council's approval of this Original Plan, unless the division of taxes and the tax increment process must be extended to pay previously issued indebtedness. Provided, however, the Agency may terminate the tax increment collection process earlier should all indebtedness of the Agency be retired earlier.

The Agency will finance the Plan, and the projects undertaken with respect to the Plan, through tax increment financing, including division of taxes ~~and special levy~~, as authorized by the Oregon Constitution and ORS Chapter 457. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of an Area is located, shall be divided as provided in section 1c, Article IX of the Oregon Constitution, and ORS 457.420 to 457.460.

2) Section 600 Project 19. Economic Development

(c)Within the funding limitations of the Agency, partner in development of Workforce Housing in the Area.

3) Modernize the Plan, including adding reference to the 2009 amendment to the Plan at the beginning of the Plan.

Amendments to the Report on Lincoln's City's Year 2000 Plan (Report). Due to the 2014 Minor Amendment

SECTION VII. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED

Table 15 is replaced with the following table. This table shows the anticipated 20% of tax increment revenues allocated to the Agency through the use of an under levy. It indicates the potential placement of a bonds of approximately $4 million in 2014 and $3 million 2017, showing the debt service payments for the bonds, allowing the Agency to reach its maximum indebtedness of $43 million in FY2023/24. The bond amounts may be adjusted depending on what makes the most economic sense at the time of bond placement.

Table 15 shows that the anticipated revenues are sufficient to cover the debt service payments for new debt even with the under levy. The table indicates that this funding is expected to terminate in FY 2023/24.

SECTION VIII. FINANCIAL ANALYSIS OF THE PLAN

Table 16 indicates the estimated tax increment revenues to the Agency after the under levy. Table 16 supplements Table 16 of the existing Report.

Table 15 - Tax Increment Revenues with Under Levy

CITY OF LINCOLN CITY										
URBAN RENEWAL FINANCING										
DEBT SERVICE FUND										
	Projected 2014-15				2020-2021					
	$ 500,000	$ 510,000	$ 520,200	$ 530,604	$ 541,216	$ 552,040	$ 563,081	$ 574,343	$ 585,830	$ 597,546
PRIOR TAXES	125,000			25,000						
Total Taxes	$ 625,000	$ 610,000	$ 570,200	$ 555,604	$ 566,216	$ 577,040	$ 588,081	$ 599,343	$ 610,830	$ 622,546
RELEASE OF BOND RESERVES										
INTEREST	$ 4,000	$ 3,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000
TOTAL REVENUES	$ 629,000	$ 613,000	$ 572,200	$ 557,604	$ 568,216	$ 579,040	$ 590,081	$ 601,343	$ 612,830	$ 624,546
EXPENDITURES:										
EXISTING DEBT										
NEW DEBT: (DECEMBER)										
SERIES 2002 (5M)										
SERIES 2003 (3M)										
SERIES 2004 (5M)										
Series 2014	$ 1,076,000	$ 1,076,000	$ 1,076,000	$ 1,076,000	$ -	$ -	$ -	$ -	$ -	$ -
Series 2017				$ -	$ 554,000	$ 554,000	$ 554,000	$ 554,000	$ 554,000	$ 554,000
Du Jour Financing										
BOND RESERVES										
TOTAL EXPENDITURES	$ 1,076,000	$ 1,076,000	$ 1,076,000	$ 1,076,000	$ 554,000	$ 554,000	$ 554,000	$ 554,000	$ 554,000	$ 554,000
EXCESS REVENUE (EXPENDITURES)	$ (447,000)	$ (463,000)	$ (503,800)	$ (518,396)	$ 14,216	$ 25,040	$ 36,081	$ 47,343	$ 58,830	$ 70,546
BEGINNING FUND BALANCE	$ 2,200,021	$ 1,753,021	$ 1,290,021	$ 786,221	$ 267,825	$ 282,041	$ 307,081	$ 343,163	$ 390,506	$ 449,335
ENDING FUND BALANCE	$ 1,753,021	$ 1,290,021	$ 786,221	$ 267,825	$ 282,041	$ 307,081	$ 343,163	$ 390,506	$ 449,335	$ 519,881

Source: City of Lincoln City

Table 16 - Property Tax Revenues (20%)

	Projected 2014-15				2020-2021				
REVENUES: % INCREASE									
PROPERTY TAXES-CURRENT	$ 500,000	$ 510,000	$ 520,200	$ 530,604	$ 541,216	$ 552,040	$ 563,081	$ 574,343	$ 585,830	$ 597,546
PRIOR TAXES	125,000			25,000						
Total Taxes	$ 625,000	$ 610,000	$ 570,200	$ 555,604	$ 566,216	$ 577,040	$ 588,081	$ 599,343	$ 610,830	$ 622,546

Source: City of Lincoln City

SECTION IX. IMPACT OF THE TAX INCREMENT FINANCING UPON ALL ENTITIES LEVYING TAXES UPON PROPERTY IN THE URBAN RENEWAL AREA

The following information will replace Table 17 in the existing Report. The projected impacts to the taxing districts for FY 2013/14 are shown in Table 17, below. These numbers will vary on an annual basis due to additional assessed value being added in the urban renewal area. However, it is the intent of the Agency, through under levy provisions, to only take approximately 20% of any increased tax increment. The remaining 80% (approximately) will go to the taxing districts. The table shows both the 20% to the Agency and the 80% to the taxing district for FY 2013/14.

Table 17 – Estimated Impacts to Taxing Districts FY 2013/14

Taxing District	Total Operating	With UR	With/out UR	Difference Equals	Less Bonds Prior	Net	80%	
				1,027,669		1,027,669	822,135	205,534
ESD	0.3049	400,021	463,847	63,826		63,826	51,061	12,765
OCCC	0.1757	230,514	267,294	36,780		36,780	29,424	7,356
Lincoln City	4.0996	5,068,665	5,926,855	858,190	-	858,190	686,552	171,638
Lincoln County Animal	0.1100	144,317	167,344	23,027	-	23,027	18,422	4,605
N L Fire	0.822	1,078,442	1,250,516	172,074	(30,082)	141,992	113,594	28,398
L Co General	2.8202	3,700,027	4,290,394	590,367		590,367	472,294	118,073
						-	-	-
L Co Extension	0.0451	59,170	68,611	9,441		9,441	7,553	1,888
								-
								-
								-
								-
NL Health District	0.5184	680,127	788,646	108,519		108,519	86,815	21,704
L Co Transportation	0.0974	127,786	148,175	20,389		20,389	16,311	4,078
DLWID - In	0.2499	71,339	71,858	519		519	415	104
DLWID - Out	0.1280	99,256	125,785	26,529				
								-
			UR Levy	2,937,330	(30,082)	2,907,248	2,325,798	581,450

Source: Citv of Lincoln Citv

RESOLUTION NO. UR 2014-03

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON AUTHORIZING URBAN RENEWAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NO MORE THAN $4,000,000.

WHEREAS the Urban Renewal Agency of the City of Lincoln City is authorized by Article IX, Section 1c and Article XI, Section 11(16) of the Oregon Constitution and Chapter 457 of the Oregon Revised Statutes to issue bonds that are payable from the tax increment revenues of the Year 2000 Development Area; and,

WHEREAS the Agency has repaid all previously issued urban renewal bonds and has no borrowings outstanding that are secured by the tax increment revenues of the Year 2000 Development Area; and,

WHEREAS the City of Lincoln City has approved a maximum indebtedness for the Year 2000 Development Area of $43,000,000 and has $6,975,000 of capacity remaining under that maximum indebtedness limit; and,

WHEREAS the Agency is amending the Plan to allow indebtedness to mature as late as June 30, 2024 and to extend tax collections through that date; and,

WHEREAS the Agency is also directing staff to institute revenue sharing through an underlevy as allowed by ORS 457.455(1); and,

WHEREAS, the Agency adopts this Resolution to authorize the issuance of bonds which are payable from the Tax Increment Revenues of the Year 2000 Development Area in a principal amount of not more than $4,000,000, and to state the terms under which future urban renewal indebtedness may be issued; now, therefore,

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Definitions. Unless the context clearly requires otherwise, the following terms shall have the following meanings:

"2014 Bonds" means the Agency's Urban Renewal Bonds, Series 2014 which are authorized by Section 2 of this Resolution.

"Agency" means the Urban Renewal Agency of the City of Lincoln City.

"Agency Official" means the City Manager, Financial Planner or the Finance Director of the City or a person designated by the City Manager to act as Agency Official under this Resolution.

"Area" means the City's Year 2000 Development Area described in the Plan, and all additions thereto.

"City" means the City of Lincoln City, Oregon.

"Code" means the Internal Revenue Code of 1986, as amended.

"Divide the Taxes Revenues" means the amount of taxes calculated based on the increase in value of property in the Area which are payable to the Agency as permitted by Article IX, Section 1c of the Oregon Constitution.

"Plan" means the Agency's Year 2000 Development Plan approved by City Ordinance No. 88-16, as that plan has been, and may in the future be, amended.

"Projects" means the projects described in the Plan, including infrastructure improvements within the Area.

Section 2. Authorization for Bonds. Pursuant to ORS Chapter 457, the Agency hereby authorizes the issuance of the 2014 Bonds in a principal amount not to exceed $4,000,000, and the proceeds of the 2014 Bonds shall be used to finance the Projects, to fund a debt service reserve, if required, and to pay costs of issuing the 2014 Bonds. Before the 2014 Bonds are sold the Agency Official shall provide a copy of the substantially final Declaration, described in Sections 4.3 and 4.4, to the members of the Agency Board and the requirements in Section 4.11 shall have been addressed.

Section 3. Security. The 2014 Bonds shall be a special obligation of the Agency payable solely from the Divide the Taxes Revenues and other amounts that are pledged to the 2014 Bonds pursuant to Sections 4.2 through 4.5 below.

Section 4. Delegation. The Agency Official may, on behalf of the Agency and without further action by the Board of the Agency:

4.1. Issue the 2014 Bonds in one or more series, any of which may be sold at different times.

4.2. Pledge Divide the Taxes Revenues, the proceeds of each series of the 2014 Bonds, and related amounts to secure each series of the 2014 Bonds.

4.3. Prepare and execute a master bond declaration (the "Declaration") that describes the terms under which the Agency may issue the 2014 Bonds and future borrowings and secure those borrowings with a first lien on the Divide the Taxes Revenues, the form of each series of 2014 Bonds, and the administrative provisions relating to each series of 2014 Bonds.

4.4. Make covenants in the Declaration for the benefit of the owners of each series of the 2014 Bonds and future lenders, including but not limited to covenants that: (i) require the Agency not to reduce collection of Divide the Taxes Revenues below specified amounts; (ii) prohibit borrowings that have a lien on the Divide the Taxes Revenues that is superior to the lien that secures each series of the 2014 Bonds; (iii) limit the amount of future first lien borrowings that

may be issued; (iv) restrict the deposit and application of Divide the Taxes Revenues to insure timely payment of each series of the 2014 Bonds; (v) establish a reserve requirement for each series of the 2014 Bonds; and (vi) limit the ability of the Agency to reduce the boundaries of the Area.

4.5. Enter into additional covenants for the benefit of the purchasers of each series of the 2014 Bonds which the Agency Official determines are desirable to sell the 2014 Bonds on favorable terms.

4.6. Deem final and authorize the distribution of a preliminary official statement for each series of 2014 Bonds, and authorize the preparation and distribution of a final official statement or other disclosure document for each series of 2014 Bonds.

4.7. Undertake to provide continuing disclosure for each series of 2014 Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission.

4.8. Apply for ratings for each series of 2014 Bonds, determine whether to purchase municipal bond insurance, reserve sureties, or obtain other forms of credit enhancements for each series of 2014 Bonds, enter into agreements with the providers of credit enhancement, and execute and deliver related documents.

4.9. Engage the services of consultants, paying agents any other professionals whose services are desirable for the financing.

4.10. Determine the final principal amount of each series of 2014 Bonds, the interest rate or rates which each series of 2014 Bonds shall bear, the City's prepayment rights and other terms of each series of 2014 Bonds.

4.11. Solicit competitive bids for the purchase of the 2014 Bonds and award the sale to the bidders offering the most favorable terms to the City, select one or more underwriters to purchase the 2014 Bonds and negotiate the terms of the sales of those Bonds with those underwriters, or place any series of 2014 Bonds directly with a commercial bank or other lender; provided that the Agency Official shall not sell any series of 2014 Bonds unless the Agency Official projects that the Agency will be able to comply with its covenants relating to that series and any other outstanding series of 2014 Bonds without causing the Agency to collect more than approximately 20% of the Divide the Taxes Revenues and shall not require the Agency to continue collecting Divide the Taxes Revenues beyond Fiscal Year 2024, which is the last Fiscal Year in which the Plan contemplates that Divide the Taxes Revenues will be collected.

4.12. Issue any qualifying series of 2014 Bonds as "tax-exempt bonds" bearing interest that is excludable from gross income under the Code and enter into covenants to maintain the excludability of interest on those 2014 Bonds from gross income under the Code.

4.13. If federal law changes to allow federal tax credits, federal interest rate subsidies or other federal benefits for any series of 2014 Bonds, issue any qualifying series of 2014 Bonds as "tax credit bonds," "federal subsidy bonds" or other obligations that are eligible for federal tax credits,

federal interest rate subsidies or other federal benefits, and enter into any covenants and take any actions that are required to qualify for those federal benefits.

4.14. Issue any series of 2014 Bonds as "taxable bonds" bearing interest that is includable in gross income under the Code.

4.15. Designate any qualifying series of 2014 Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code, if applicable.

4.16. Execute and deliver any other certificates or documents and take any other actions which the Agency Official determines are desirable to carry out this Resolution.

Section 5. Effective Date. This resolution shall be effective upon its adoption.

ADOPTED this 10th day of February, 2014.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY _____
Roger Sprague, Chair

ATTEST:

_____
Cathy Steefe, City Recorder

RESOLUTION NO. UR 2014-04

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID FROM DEVILS LAKE ROCK COMPANY FOR CONSTRUCTION SERVICES FOR THE NELSCOTT DISTRICT SW 35th STREET PARKING LOT PROJECT

WHEREAS, pursuant to LCMC 2.05.010, the City Council acting as the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2013 the Agency approved and budgeted for improvements (FY 2013-14) in the Nelscott District; and

WHEREAS, LCMC Chapter 2.05, adopts Oregon Administrative Rules and Oregon Statutes and as the public contracting procedures applicable to the Agency, including formal invitation to bid (ITB) procedures for construction of public improvements over $100,000; and

WHEREAS, consistent with LCMC 2.05.110 (Public Improvement Contracts), Oregon Administrative Rules Chapter 137, Division 049, and applicable provisions of ORS Chapter 279C, Agency staff formally solicited and received bids for construction for a public parking lot at SW 35th Street and Highway 101, on property located in the Urban Renewal District and owned by the Urban Renewal Agency; and

WHEREAS, bids were opened, evaluated and lowest responsible qualified bidder determined; and

WHEREAS, on April 9, 2014 a Notice of Intent to Award pursuant to OAR 137-049-0395 was provided to each Bidder; the last day to protest the Intent to Award is April 16, 2014; and

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. The above referenced Recitals are true and correct and incorporated herein by this reference.
2. The work to be performed under this contract is a public improvements contract for construction of a public parking lot for which the contractor will provide all construction services.
3. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the URA staff evaluation of the bid offers, as shown in bid tab results attached as **Exhibit A** hereto and incorporated by reference herein.
4. The Local Contract Review Board accepts the staff recommendation and approves an award of bid for construction services to **Devil's Lake Rock Company** in the amount of $153,071.87; this award is subject to expiration of the protest period such that no contract may be executed or work commenced prior to such expiration.
5. The basis for the award is the lowest qualified responsible bidder.
6. This resolution grants authority to the City Manager to execute the contract.
7. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 14th day of April, 2014.

ROGER SPRAGUE, Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

Nelscott District - SW 35th Street Parking Lot Project Bid Results

Bid Opening 4-8-14, 2:00 PM
Addendum No. 1 (Questions & Clarifications) Issued : 4-3-14

	Firm	City, State Zip	Total Cost	Addendum #1	Resident Bidder	BOLI Form	Bid Bond	1st Tier
1	Devils Lake Rock Company	Lincoln City, OR 97367	153,071.87	Yes	Yes	Yes	Yes	Yes
2	Quade Commercial Construction Corp.	Lincoln City, OR 97367	157,624.00	Yes	Yes	Yes	Yes	Yes
3	Kauffman Excavating Inc.	Lincoln City, OR 97367	164,323.80	Yes	Yes	Yes	Yes	Yes
4	K & E Excavating	Salem, OR 97302	236,684.00	Yes	Yes	Yes	Yes	Yes

RESOLUTION NO. UR 2014-05

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID FROM K & E EXCAVATING FOR CONSTRUCTION / EQUIPMENT REPLACEMENT SERVICES FOR THE DELAKE DISTRICT S 1st STREET TRAFFIC SIGNAL REPLACEMENT PROJECT

WHEREAS, pursuant to LCMC 2.05.010, the City Council acting as the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2013 the Agency approved and budgeted for improvements (FY 2013-14) in the DeLake District; and

WHEREAS, LCMC Chapter 2.05, adopts Oregon Administrative Rules and Oregon Statutes and as the public contracting procedures applicable to the Agency, including formal invitation to bid (ITB) procedures for construction of public improvements over $100,000; and

WHEREAS, consistent with LCMC 2.05.110 (Public Improvement Contracts), Oregon Administrative Rules Chapter 137, Division 049, and applicable provisions of ORS Chapter 279C, Agency staff formally solicited and received bids for construction / equipment replacement of a traffic signal located at S. 1st Street and Highway 101 in the Urban Renewal District; and

WHEREAS, bids were opened, evaluated and lowest responsible qualified bidder determined; and

WHEREAS, on April 9, 2014 a Notice of Intent to Award pursuant to OAR 137-049-0395 was provided to each Bidder; the last day to protest the Intent to Award is April 16, 2014; and

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. The above referenced Recitals are true and correct and incorporated herein by this reference.
2. The work to be performed under this contract is a public improvements contract for equipment replacement of a traffic signal for which the contractor will provide all construction services.
3. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the URA staff evaluation of the bid offers, as shown in bid tab results attached as **Exhibit A** hereto and incorporated by reference herein.
4. The Local Contract Review Board accepts the staff recommendation and approves an award of bid for construction services to **K & E Excavating** in the amount of $321,000.00; this award is subject to expiration of the protest period such that no contract may be executed or work commenced prior to such expiration.
5. The basis for the award is the lowest qualified responsible bidder.
6. This resolution grants authority to the City Manager to execute the contract.
7. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 14th day of April, 2014.

ROGER SPRAGUE, Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

DeLake District - S 1st Street Traffic Signal Replacement Project Bid Results

Bid Opening 4-8-14, 2:00 PM
Addendum No. 1 Issued : 4-3-14

	Firm	City, State Zip	Total Cost	Deduct Alt A	Deduct Alt B	Addendum #1	Resident Bidder	BOLI Form	Bid Bond	1st Tier
1	K & E Excavating	Salem, OR 97302	321,000	3500	4500	Yes	Yes	Yes	Yes	Rec'd
2	Elcon Corporation	Milwaukee, OR 97222	323,030.10	8787	6927	Yes	Yes	Yes	Yes	Rec'd
3	SIGNAL CONSTRUCTION GROUP LLC	WILSONVILLE, OR 97070	346,328	3000	4500	Yes	Yes	Yes	Yes	Rec'd

RESOLUTION NO. UR 2014-06

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON AUTHORIZING INDEBTEDNESS FOR CAPITAL PROJECTS DESCRIBED IN THE URBAN RENEWAL PLAN FOR THE YEAR 2000 DEVELOPMENT AREA.

WHEREAS, the Urban Renewal Agency of the City of Lincoln City (the "Agency") is authorized by ORS Chapter 457 to incur indebtedness to carry out its Year 2000 Development Plan (the "Plan") and by ORS Chapter 190 to enter into intergovernmental agreements; and,

WHEREAS, on February 10, 2014 the Agency passed Resolution No. UR 2014-03 to authorize a borrowing secured solely by tax increment revenues of the Year 2000 Development Area (the "Area") to carry out the Plan and has since determined that a borrowing secured by the City's full faith and credit will provide more beneficial terms to the Agency; and,

WHEREAS, the City of Lincoln City has agreed to finance the cost of projects in the Plan, including infrastructure improvements in the Year 2000 Development Area (collectively, the "Projects") in an amount not to exceed $4,000,000 and wishes to pay the debt service from the tax increment revenues of the Area; and,

WHEREAS the Agency has amended the Plan to allow indebtedness to mature as late as June 30, 2024 and to extend tax collections through that date; and,

WHEREAS the Agency is also directing staff to institute revenue sharing through an underlevy as allowed by ORS 457.455(1); and,

WHEREAS, the Area is projected to have sufficient tax increment revenues, taking into consideration prior years' collections and the underlevy, to pay the debt service on the City's financing for the Projects; and,

WHEREAS, the Agency is willing to commit tax increment revenues from the Area in amounts sufficient to pay up to $4,000,000 in principal amount of financing for the Projects, plus interest; and,

WHEREAS the Agency has repaid all previously issued urban renewal bonds and has no borrowings outstanding that are secured by the tax increment revenues of the Area; and,

WHEREAS the City of Lincoln City has approved a maximum indebtedness for the Area of $43,000,000, the Agency has $6,975,000 of capacity remaining under that maximum indebtedness limit and the Agency is willing to use $4,000,000 of that maximum indebtedness to finance the Projects; and,

NOW, THEREFORE, the Board of Directors of the Urban Renewal Agency of the City of Lincoln City resolves as follows:

Section 1. Intergovernmental agreement authorized. The Board hereby authorizes the Agency to enter into an intergovernmental agreement with the City that obligates the Agency to

pay up to $4,000,000 in principal amount, plus interest, to finance the Projects and pay costs of issuance of the financing. The intergovernmental agreement shall constitute indebtedness of the Agency that is payable solely from the tax increment revenues of Year 2000 Development Area and interest earnings on those tax increment revenues. The intergovernmental agreement shall be in substantially the form attached to this resolution as Exhibit A but with such changes as are approved pursuant to Section 2.

Section 2. Delegation. The City Manager, Financial Planner or the Finance Director of the City or a person designated by the City Manager to act under this Resolution is hereby authorized, on behalf of the Agency and without further action by the Agency Board to negotiate the final terms of and execute the intergovernmental agreement described in Section 1 of this resolution, and to execute any documents and take any other actions that are desirable to assist the City in financing the Projects.

Section 3. Resolution No. UR 14-03 Rescinded. The Agency hereby rescinds Resolution No. UR 14-03.

Section 4. Effective Date. This resolution is effective immediately upon adoption.

ADOPTED this 28th day of April, 2014.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY _____
Authorized Officer

Exhibit A

FORM OF INTERGOVERNMENTAL AGREEMENT

Exhibit "A"

Intergovernmental Agreement to Make Financing Payments

by and between the

Urban Renewal Agency of the City of Lincoln City, Oregon

and the

City of Lincoln City, Oregon

Dated as of [Closing Date], 2014

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Intergovernmental Agreement
to Make Financing Payments

This Intergovernmental Agreement to Make Financing Payments is dated as of [Closing Date], 2014, and is entered into by and between the Urban Renewal Agency of the City of Lincoln City, Oregon (the "Agency") and the City of Lincoln City, Oregon (the "City"). The parties hereby agree as follows:

Section 1. Definitions and Recitals.

(1) Definitions.

Unless the context clearly requires otherwise, capitalized terms used in this Intergovernmental Agreement which are defined in this Section 1(1) shall have the following meanings:

"Area" means the City's Year 2000 Development Area described in the Plan.

"Financing Agreement" means the Financing Agreement between the City and [Insert Name of Lender] in the principal amount of $4,000,000 to finance the Projects, which is dated as of [Closing Date], 2014.

"Financing Payments" means the principal and interest payments the City is required to make to [Insert Name of Lender] under the Financing Agreement.

"Plan" means the Agency's Year 2000 Development Plan approved by City Ordinance No. 88-16, as that plan has been, and may in the future be, amended.

"Projects" means the projects described in the Year 2000 Development Plan, including infrastructure improvements within the Area.

"Tax Increment Revenues" means all revenues which the Agency collects for the Year 2000 Development Area under the provisions of Article IX, Section 1c of the Oregon Constitution and ORS Chapter 457.

(2) Findings.

(A) The City has entered into the Financing Agreement to finance costs of the Projects and to pay costs of issuance.

(B) The Projects are properly described as urban renewal projects in the Agency's urban renewal plan.

(C) The Agency is authorized to spend Tax Increment Revenues to pay for the costs of the Projects.

(D) The Projects will assist the Agency in carrying out its urban renewal plan.

(E) The Agency has $6,975,000 of unused maximum indebtedness available prior to executing this Intergovernmental Agreement.

Section 2. The Financing Payments.

(1) The Financing Payments.

The Agency hereby agrees to pay to the City, not less than one business day prior to the dates on which the City is required to pay the Financing Payments, amounts that are equal to the Financing Payments in a maximum principal amount of $4,000,000. The amounts and dates of the Financing Payments are shown in Exhibit A.

(2) Security for the Obligation of the Agency to Pay the Financing Payments.

This Intergovernmental Agreement shall constitute indebtedness of the Agency in a principal amount that is equal to the Financing Amount. The Agency is obligated to make the payments due under this Intergovernmental Agreement solely from the Tax Increment Revenues. Pursuant to ORS 287A.310, the Agency pledges the Tax Increment Revenues to pay the amounts described in Section 2.1. The pledge that secures this Intergovernmental Agreement shall be superior to all other pledges or commitments of Tax Increment Revenues that the Agency makes, unless the City agrees in writing to subordinate its claim against the Tax Increment Revenues or to grant a lien on the Tax Increment Revenues on parity.

Section 3. Prepayment.

If the City exercises its option to prepay the Financing Payments in whole or in part, unless the Agency consents in advance and in writing, the Agency shall not be obligated to prepay the amounts due from it under this Intergovernmental Agreement.

Section 4. Estoppel.

The Agency hereby certifies, recites and declares that all things, conditions and acts required by the Constitution and Statutes of the State of Oregon and by this Intergovernmental Agreement to exist, to have happened and to have been performed precedent to and in the execution and the delivery of this Intergovernmental Agreement, do exist, have happened and have been performed in due time, form and manner, as required by law, and that this Intergovernmental Agreement is a valid and binding obligation of the Agency which is enforceable against the Agency in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws or judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally.

Section 5. Title.

Neither the City nor the owner of the Financing Agreement shall have a lien on, or security interest in the Projects.

Section 6. Miscellaneous.

(1) Binding Effect.

This Intergovernmental Agreement shall inure to the benefit of and shall be binding upon the Agency and the City and their respective successors and assigns.

(2) Severability.

In the event any provisions of this Intergovernmental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

(3) Amendments.

This Intergovernmental Agreement may be amended only by a writing signed by both parties.

(4) Execution in Counterparts.

This Intergovernmental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

(5) Applicable Law.

This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action regarding this Intergovernmental Agreement or the transactions contemplated hereby shall be brought in an appropriate court of the State of Oregon in Washington County, Oregon.

(6) Rules of Construction.

References to section numbers in documents which do not specify the document in which the section is located shall be construed as references to section numbers in this Intergovernmental Agreement.

(7) Headings.

The headings, titles and table of contents in this Intergovernmental Agreement are provided for convenience and shall not affect the meaning, construction or effect of this Intergovernmental Agreement.

IN WITNESS WHEREOF, the Agency and the City have executed this Intergovernmental Agreement as of the date indicated above.

For the Urban Renewal Agency of the City of Lincoln City, Oregon

_____

Authorized Signer

For the City of Lincoln City, Oregon

_____

Authorized Signer

EXHIBIT A

FINANCING PAYMENT SCHEDULE

Interest at the rate of _____%, calculated on a _____ basis, is payable semi-annually on _____ and _____ commencing _____, 20__.

Date (_____)	Principal Payment ($)

RESOLUTION NO. UR 2014-07

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2014-15 in the total of $9,492,603 now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2014, and for the purposes shown below are hereby appropriated:

GENERAL FUND	
Personal Services	$ 161,220
Materials & Services	$ 292,450
Capital Outlay	$5,079,979
TOTAL GENERAL FUND	**$5,533,649**
TAX INCREMENT FUND	
Debt Service	$2,956,767
TOTAL TAX INCREMENT FUND	**$2,956,767**
PROPERTY REHABILITATION FUND	
Materials & Services	$ 10,000
Other Expenditures	$ 992,187
TOTAL PROPERTY REHABILITATION FUND	**$1,002,187**
TOTAL APPROPRIATIONS ALL FUNDS	**$9,492,603**
TOTAL UNAPPROPRIATED ALL FUNDS	**$ 0**
TOTAL ADOPTED BUDGET	**$9,492,603**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area $42,704,378 of incremental value, which is approximately 20% of the maximum allowable incremental value, that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2014.

The above resolution statements were approved and declared adopted on this 9th day of June 2014.

ROGER SPRAGUE, Chair

ATTEST:

CATHY STEERE, City Recorder

RESOLUTION NO. UR 2014-08

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID FROM DEVILS LAKE ROCK COMPANY FOR CONSTRUCTION SERVICES FOR THE HIGHWAY 101 ORSBORN/BONITA PLAZA SIDEWALK IMPROVEMENTS

WHEREAS, pursuant to LCMC 2.05.010, the City Council acting as the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2013 the Agency approved and budgeted for improvements (FY 2013-14) in the Urban Renewal District; and

WHEREAS, LCMC Chapter 2.05, adopts Oregon Administrative Rules and Oregon Statutes and as the public contracting procedures applicable to the Agency, including formal invitation to bid (ITB) procedures for construction of public improvements over $100,000; and

WHEREAS, consistent with LCMC 2.05.110 (Public Improvement Contracts), Oregon Administrative Rules Chapter 137, Division 049, and applicable provisions of ORS Chapter 279C, Agency staff formally solicited and received bids for construction of 325 feet of sidewalk along the east side of Highway 101, extending south from SE 16th Street; and

WHEREAS, on May 15th, 2014 bids were opened, evaluated and lowest responsible qualified bidder determined; and

WHEREAS, pursuant to OAR 137-049-0395, a Notice of Intent to Award to the lowest responsible bidder must be sent to each Bidder; the last day to protest the Intent to Award will be seven days following the notice of intent; and

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. The above referenced Recitals are true and correct and incorporated herein by this reference.
2. The work to be performed under this contract is a public improvements contract for construction of sidewalk improvements for which the contractor will provide all construction services.
3. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the staff evaluation of the bid offers, as shown in project file and the Agency Communication attached hereto as **Exhibit A** and incorporated by reference herein.
4. The Local Contract Review Board accepts the staff recommendation and approves an award of bid for construction services to **Devils Lake Rock Company** in the amount of $80,879.65; this award is subject to expiration of the protest period such that no contract may be executed or work commenced prior to such expiration.
5. The basis for the award is the lowest qualified responsible bidder.
6. This resolution grants authority to the City Manager to execute the contract.
7. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 9th day of June, 2014.

ROGER SPRAGUE, Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

Agency Communication

Construction Contract Award for the HWY 101 Orsborn/Bonita Plaza Sidewalk Improvements

Meeting Date: June 9, 2014
Department: Public Works
Secondary Dept.: Public Works
Approval: David Hawker

Primary Staff Contact: Lila Bradley
E-Mail: lilab@lincolncity.org
Secondary Staff Contact: Stephanie Reid
Estimated Time: 10 minutes

Background
This project was approved for construction in the Urban Renewal budget 2013-2014.
It will provide sidewalk improvements along the east side of Highway 101 from SE 16th Street south approximately 325 feet. A portion of the highway is curbed and this will remain intact and a new curb will be constructed for the section where there presently is not a curb along with a curb tight sidewalk in this section. The project will include two driveway entrances and lowered sidewalks at each entrance. At the northerly end of the project limits a concrete pad will be constructed as part of a bus stop and bus shelter.

Easements for Construction and permanent easements have been acquired from Orsborn property owners and from the Bonita Plaza property owners. The Public Works Department will work closely with the property owners during construction.

The City Public Works Department opened bids for the construction contract on May 15, 2014 after the project was advertised in accordance with ORS 279C.365 and ORS 279C.360.

Bidder	Bid Amount
Devils Lake Rock Company	$80,879.65
Quade Commercial Construction Corporation	$92,147.85

The lowest responsive and responsible bidder was Devils Lake Rock in the amount of $80,879.65.

Recommendation:
Staff recommends the Urban Renewal Agency direct the City Manager or his designee to issue a Notice of Intent to Award to Devils Lake Rock Company, in the amount of $80,879.65.

RESOLUTION NO. UR 2014-09

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AND CONCURRING WITH AN AWARD OF BID BY THE LOCAL CONTRACT REVIEW BOARD FOR THE AGENCY TO MARINE INDUSTRIAL CONSTRUCTION, LLC FOR THE WEST DEVILS LAKE ROAD PUMP STATION

WHEREAS, pursuant to LCMC 2.05.010, the City Council of the City of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2014 the Agency approved and budgeted for improvements (FY 2014-15) in the Urban Renewal District; and

WHEREAS, LCMC Chapter 2.05, adopts Oregon Administrative Rules and Oregon Statutes and as the public contracting procedures applicable to the Agency, including formal invitation to bid (ITB) procedures for construction of public improvements over $100,000; and

WHEREAS, consistent with LCMC 2.05.110 (Public Improvement Contracts), Oregon Administrative Rules Chapter 137, Division 049, and applicable provisions of ORS Chapter 279C, City staff formally solicited and received bids for construction of a new wetwell with installation of three 105 HP submersible pumps, a new transformer, and to fill the existing wetwell and modify the existing pump station building as the control room for the pumps along with a standby generator; and

WHEREAS, on July 3rd, 2014 bids were opened, evaluated and lowest responsible qualified bidder determined; and

WHEREAS, pursuant to OAR 137-049-0395, a Notice of Intent to Award to the lowest responsible bidder was sent on July 3, 2014 to each Bidder; the last day to protest the Intent to Award is seven days following the notice of intent; and

NOW, THEREFORE, THE CITY COUNCIL ACTING AS THE URBAN RENEWAL AGENCY RESOLVES AS FOLLOWS:

1. The above referenced Recitals are true and correct and incorporated herein by this reference.
2. The work to be performed under this contract is a public improvements contract for construction of pump station for which the contractor will provide all construction services.
3. The Agency hereby approves the staff evaluation of the bid offers, as shown in project file and the LCRB Communication attached hereto as **Exhibit A** and incorporated by reference herein.
4. The Agency accepts the staff recommendation and approves and concurs with the award of bid for construction services to **Marine Industrial Construction, LLC** in the amount of $1,138,224.35; this award is subject to expiration of the protest period such that no contract may be executed or work commenced prior to such expiration.
5. The basis for the award is the lowest qualified responsible bidder.
6. This resolution grants authority to the City Manager to execute the contract.
7. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 14th day of July, 2014.

ROGER SPRAGUE, Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

Local Contract Review Board Communication

Construction Contract Award for West Devils Lake Road Pump Station

Meeting Date: July 14, 2014
Department: Public Works
Secondary Dept.: Public Works
Approval: David Hawker

Primary Staff Contact: Lila Bradley
E-Mail: lilab@lincolncity.org
Secondary Staff Contact: Stephanie Reid
Estimated Time: Consent / 5 minutes

Background

The West Devils Lake Road & Hwy. 101 Pump Station Upgrade Project was originally designed in 2006 by HBH Consulting Engineers for the owner of The Villages. The pump station design was reviewed and approved by the City and the Department of Environmental Quality, however, the project was not constructed. Based on the need to expand this pump station before any new development can occur in this sewer basin, the City is moving forward with the project.

The project consists of constructing a new wetwell and installing three 105 HP submersible pumps that each could pump 1,300 gpm. The project will include a new transformer; fill the existing wetwell, and modifying the existing pump station building as the control room for the pumps along with a standby generator.

Construction Bids Received

The City Public Works Department opened bids for the construction contract on July 3, 2014 after the project was advertised in accordance with ORS 279C.365 and ORS 279C.360. Three bids were received as shown in the following table:

Bidder	Bid Amount
Marine Industrial Construction, LLC	$1,138,224.35
K&E Excavating, Inc.	$1,190,279.00
James W. Fowler Company	$1,397,524.00

The lowest responsive and responsible bidder was Marine Industrial Construction, LLC in the amount of $1,138,224.35. Staff has reviewed Marine Industrial Construction, LLC,'s

1

history with the Construction Contractor's Board and talked to the company's owner. They have relevant experience with pump stations and experienced management staff.

Project Budget and Costs

West Devils Lake Pump Station project was funded in FY 2014-15. The total project budget is $1,000,000.00. The design phase began in March 2014 and was completed in June 2014, the construction is scheduled to begin following the award and be completed in January 2015. The following table shows the total project costs to date, the estimated cost to complete.

Item	Cost to Date	Estimated Cost to Complete	Total
Design and Geotech.	$31,200.00		
Advertise Bid	$236.31		
Construction Bid Award		$1,138,224.35	
Construction Contingency		$50,000.00	
Inspection and Construction Management and O&M Manual		$60,700.00	
Bureau of Labor and Industries Fees		$1,138.22	
Department of Environmental Quality Review Fees	$828.00		
Pacific Power Transformer		$5,500.00	
Total	**$32,264.31**	**$1,255,562.57**	**$1,287,826.88**

Recommendation:

The City issued a Notice of Intent to Award to all three bidders on July 3, 2014 stating the Intent to Award to Marine Industrial Construction, LLC in the amount of $1,138,224.35. Staff recommends the Local Contract Review Board award the construction contract to Marine Industrial Construction, LLC in the amount of $1,138,224.35 with a construction contingency of $50,000.00, subject to expiration of the protest period. Staff is authorized to proceed with entering into the contract. Due to funding sources this item is on both Council and Urban Renewal Agency agendas for approval and concurrence.

RESOLUTION NO. UR 2015-01

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2015-16 in the total of $7,323,867, now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2015, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 161,172
Materials & Services	$ 217,578
Capital Outlay	$1,213,220
TOTAL GENERAL FUND	**$1,591,970**

TAX INCREMENT FUND

Debt Service	$2,628,044
TOTAL TAX INCREMENT FUND	**$2,628,044**

PROPERTY REHABILITATION FUND

Materials & Services	$ 15,000
Other Expenditures	$ 831,423
TOTAL PROPERTY REHABILITATION FUND	**$ 846,423**

URA CONSTRUCTION FUND

Capital Outlay	$2,257,430
TOTAL URA CONSTRUCTION FUND	**$2,257,430**

TOTAL APPROPRIATIONS ALL FUNDS	**$7,323,867**
TOTAL UNAPPROPRIATED ALL FUNDS	**$ 0**
TOTAL ADOPTED BUDGET	**$7,323,867**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area $44,552,600 of incremental value, which is approximately 20% of the maximum allowable incremental value, that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2015.

The above resolution statements were approved and declared adopted on this 8th day of June 2015.

ROGER SPRAGUE, Chair

ATTEST:

CATHY STEERE, City Recorder

RESOLUTION NO. UR 2015-02

A RESOLUTION ADOPTING THE SUPPLEMENTAL BUDGET OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, FOR THE FISCAL YEAR 2015-2016, AS APPROVED BY THE AGENCY, AND MAKING APPROPRIATIONS

WHEREAS, ORS 294.471 provides that the governing body of any municipal corporation may make a supplemental budget where an occurrence or condition which had not been anticipated at the time of the preparation of the budget for the current year requires a change in financial planning; and

WHEREAS, the publication of the supplemental budget was given in the manner provided in ORS 294.311;

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City Council of Lincoln City as follows:

Section 1. That it hereby adopts the supplemental budget for 2015-2016, and is now on file in the office of the Finance Director.

Section 2. BE IT FURTHER RESOLVED that the additional amounts for the fiscal year ending June 30, 2016, for the purposes shown below are hereby appropriated as follows:

SEE EXHIBIT "A"

This resolution shall be effective upon passage.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 9th day of November 2015.

ROGER SPRAGUE, CHAIR

ATTEST:

CATHY STEERE, CITY RECORDER

EXHIBIT A

SUMMARY OF SUPPLEMENTAL BUDGET

FUND: URBAN RENEWAL GENERAL FUND

	Resource	Amount		Requirement	Amount
1	Miscellaneous Revenue	40,317	1	Materials and Services	41,317
2	Beginning Fund Balance	114,000	2	Capital Outaly	113,000
	Revised Total Resources	1,746,287		**Revised Total Requirements**	1,746,287

Comments:

To provide funding for Sidewalk Construction Hwy 101 and 22nd, and to provide funding for building repairs at the Cultural Center

FUND: URA CONSTRUCTION FUND

	Resource	Amount		Requirement	Amount
1	Beginning Fund Balance	44,345	1	Capital Outlay	44,435
	Revised Total Resources	2,301,775		**Revised Total Requirements**	2,301,775

Comments:

To provide funding for Roads End south pump station engineering, and Sal-La-Sea Pump Station

RESOLUTION NO. UR 2016-01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID FROM RK CONCRETE FOR CONSTRUCTION SERVICES FOR THE NELSCOTT DISTRICT SW 35th STREET PARKING LOT PHASE 2 PROJECT

WHEREAS, the City Council acting as the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2015 the Agency approved and budgeted for improvements (FY 2015-16) in the Nelscott District; and

WHEREAS, the Agency adopted procedures for public contracts including construction and professional services contracts; and

WHEREAS, staff formally solicited and received bids for construction of phase 2 of a public parking lot at SW 35th Street and Highway 101, on property located in the Urban Renewal District and owned by the Urban Renewal Agency; and

WHEREAS, bids were opened, evaluated and the lowest responsible qualified bidder determined, and

WHEREAS, on December 28, 2015 a Notice of Intent to Award pursuant to OAR 137-049-0395 was provided to each Bidder; the last day to protest the Intent to Award was January 4, 2016; no bid protests were received; and

WHEREAS, the work to be performed under this contract is a public improvements contract for construction of a public parking lot for which the contractor will provide all construction services.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. The above referenced Recitals are true and correct and incorporated herein by this reference.

2. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the proposals, as shown in bid tab results attached as **Exhibit A** hereto and incorporated by reference herein.
3. The Local Contract Review Board accepts the staff recommendation and approves an award of bid for construction services to RK Concrete in the amount of $54,371.87.
4. The basis for the award is the lowest qualified bidder.
5. This resolution grants authority to the City Manager to execute the contract.
6. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 11th day of January, 2016.

Susan Kay Wahlke
Urban Renewal Agency Chair

ATTEST:

_____
CATHY STEERE, City Recorder

EXHIBIT A

Nelscott District - SW 35th Street Parking Lot Project- Phase 2 Bid Results

Bid Opening 12-17-15, 2:00 PM
Addendum No. 1 (Questions & Clarifications) Issued : 12-11-15

	Firm	Phone	Base Bid	Bid Alt #1 - Wood Deck Walkway	Bid Alt #2 - Directional Arrows	Bid Alt #3 - Concrete Sidewalk
1	Devils Lake Rock Company	541-994-3641	55, 267.80	27,115.00	150.00	3,357.00
2	Dan Kauffman Excavating, Inc.	541-994-8584	58,774.90	29,618.00	525.00	3,535.00
3	RK Concrete	541-994-7269	54,146.00	25,890.00	225.00	6,520.00
4	Pihl Inc.	503-324-6210	92,915.40	32,195.00	621.00	5,855.00

RESOLUTION NO. UR 2016-02

A RESOLUTION SETTING FORTH CORRECTIVE MEASURES FOR DEFICIENCIES IDENTIFIED IN THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON'S 2014-15 ANNUAL FINANCIAL REPORT

WHEREAS, ORS 297.465(3) requires a municipal corporation to submit a copy of its annual audit report to the Secretary of State; and,

WHEREAS, audit reports are subject to review by the Secretary of State; and,

WHEREAS, ORS 297.466(2) states the governing body of a City shall determine the measures it considers necessary to correct any deficiencies disclosed in the report and shall adopt a resolution setting forth the corrective measures it proposes and the period of time estimated to complete them; and,

WHEREAS, the 2014-15 financial statement audit of the Urban Renewal Agency of the City of Lincoln City identified one (1) deficiency;

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City as follows:

1. When there are discrepancies in the property tax reports provided by the county for audit purposes, the Finance department shall work more closely with the County to ensure its entries for property tax receivables are accurate.

This Resolution will become effective upon passage and above changes will be implemented with the FY2015-16 Annual Financial Report.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 22nd day of February 2016.

Susan Kay Wahlke

SUSAN WAHLKE, Chair

ATTEST:

CATHY STEERE, City Recorder

RESOLUTION UR 2016-03

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE LINCOLN CITY URBAN RENEWAL AGENCY OF LINCOLN CITY, OREGON IN THE 2015-2016 FISCAL YEAR BUDGET

WHEREAS, the Finance Director has proposed certain budget appropriation transfers within the funds of the 2015-2016 Lincoln City Urban Renewal Agency budget; and

WHEREAS, the Engineer has determined that the gravity portion of the line should be upgraded and not the extension of the force main; and

WHEREAS, the Agency budgeted for the extension of a sewer force main between WDLR Pump Station and Wecoma Pump Station in the 2015-2016 fiscal year; and

WHEREAS, bids have been received and exceed the amount budgeted; and

WHEREAS, the URA does not plan to purchase the Elks building; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Agency; and

WHEREAS, the Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth below:

URA CONSTRUCTION FUND

Resources	Expenditures
Capital Outlay	Capital Outlay
Land Purchased $300,000	WDLR Force Main $300,000

WHEREAS, it appears to this Agency that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.450.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for Urban Renewal Agency 2015-16 Budget are hereby ratified and approved and the Finance Director is hereby authorized and directed to make said appropriation transfers.

This Resolution will become effective upon passage.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 14th day of March 2016.

SUSAN WAHLKE, Chairperson

ATTEST:

CATHY STEERE, City Recorder

URA RESOLUTION 2016-04 NOT USED

RESOLUTION NO. UR 2016-05

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2016-17 in the total of $5,033,337, now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2016, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 147,622
Materials & Services	179,631
Capital Outlay	744,206
TOTAL GENERAL FUND	**$1,071,459**

TAX INCREMENT FUND

Debt Service	$2,231,576
TOTAL TAX INCREMENT FUND	**$2,231,576**

PROPERTY REHABILITATION FUND

Materials & Services	$ 5,000
Special Payments	380,075
TOTAL PROPERTY REHABILITATION FUND	**$ 385,075**

URA CONSTRUCTION FUND

Capital Outlay	$1,345,227
TOTAL URA CONSTRUCTION FUND	**$1,345,227**

TOTAL APPROPRIATIONS ALL FUNDS	**$5,033,337**
TOTAL UNAPPROPRIATED ALL FUNDS	**$ 0**
TOTAL ADOPTED BUDGET	**$5,033,337**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area $49,350,953 of incremental value, which is approximately 20% of the maximum allowable incremental value, that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2016.

The above resolution statements were approved and declared adopted on this 13th day of June 2016.

SUSAN WAHLKE, Chair

ATTEST:

CATHY STEERE, City Recorder

RESOLUTION UR 2016-06

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON IN THE 2015-2016 FISCAL YEAR BUDGET

WHEREAS, the Finance Director has proposed certain budget appropriation transfers within the funds of the 2015-2016 Urban Renewal Agency of the City of Lincoln City budget; and

WHEREAS, the changes in departmental needs and staffing have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Urban Renewal Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth in the attached Exhibit "A"; and

WHEREAS, it appears to this Agency that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.463.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for Urban Renewal Agency of

the City of Lincoln City 2015-2016 Budget are hereby ratified and approved and the Finance Director is hereby authorized and directed to make said appropriation transfers.

This Resolution will become effective upon passage.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 27th day of June 2016.

SUSAN WAHLKE, Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

SUMMARY OF BUDGET TRANSFERS

FUND: GENERAL FUND

	Resource	Amount		Expenditure	Amount
1			1	Personal Services	50,000
2			2	Capital	-50,000
	Revised Total Resources	1,746,287		**Revised Total Requirements**	1,746,287

RESOLUTION NO. UR 2017-01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID FROM BATESON ENTERPRISES, LLC FOR CONSTRUCTION SERVICES FOR THE ROADS END SOUTH PUMPSTATION PROJECT

WHEREAS, the City Council acting as the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2016 the Agency approved and budgeted for pump station improvements (FY 2016-17) in the Roads End District; and

WHEREAS, the Agency adopted procedures for public contracts including construction and professional services contracts; and

WHEREAS, staff formally solicited and received bids for construction of Roads End South Pump Station Project, on property located in the Urban Renewal District; and

WHEREAS, bids were opened, evaluated and the lowest responsible qualified bidder determined, and

WHEREAS, on January 17, 2017 a Notice of Intent to Award pursuant to OAR 137-049-0395 was provided to each Bidder; the last day to protest the Intent to Award is January 24, 2017; and

WHEREAS, the work to be performed under this contract is the installation of two new pumps with capacity between 490 and 2,200 gallons per minute, upgrading the electrical controls, replacing the generator and upgrading the existing pump station building to meet current pump station building code .

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. The above referenced Recitals are true and correct and incorporated herein by this reference.

2. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the proposals, as shown in bid tab results attached as **Exhibit A** hereto and incorporated by reference herein.
3. The Local Contract Review Board accepts the staff recommendation and approves an award of bid for construction services to Bateson Enterprises, LLC in the amount of $570,154.00 plus a contingency of $57,000.00 (10% of the bid).
4. The basis for the award is the lowest qualified bidder.
5. This resolution grants authority to the City Manager to execute the contract.
6. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 23rd day of January, 2017.

Susan Wahlke, Urban Renewal Agency Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

BID TAB:Roads End South Pump Station

ITEMS	QUANTITY	UNIT	Engineer's Estimate		Bateson Enterprises		Stettler Supply Co.		McClure & Sons		Emergy & Sons		Boede Const		J.W. Fowler		Big River Const.		Clackamas Const	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
GENERAL BID ITEMS																				
Mobilization	1	LS	$70,000.00	$70,000.00	$54,000.00	$54,000.00	$38,564.00	$38,564.00	$40,000.00	$40,000.00	$72,000.00	$72,000.00	$84,225.00	$84,225.00	$74,000.00	$74,000.00	$81,500.00	$81,500.00	$45,000.00	$45,000.00
Erosion Control	1	LS	$9,000.00	$9,000.00	$1,600.00	$1,600.00	$2,167.00	$2,167.00	$5,000.00	$5,000.00	$400.00	$400.00	$1,600.00	$1,600.00	$3,500.00	$3,500.00	$2,500.00	$2,500.00	$850.00	$850.00
Bypass Pumping	1	LF	$32,000.00	$32,000.00	$15,400.00	$15,400.00	$28,534.00	$28,534.00	$75,000.00	$75,000.00	$24,000.00	$24,000.00	$35,780.00	$35,780.00	$35,000.00	$35,000.00	$30,000.00	$30,000.00	$87,880.00	$87,880.00
Demolition	1	LS	$13,000.00	$13,000.00	$20,335.00	$20,335.00	$18,671.00	$18,671.00	$35,000.00	$35,000.00	$29,000.00	$29,000.00	$37,794.00	$37,794.00	$15,000.00	$15,000.00	$18,400.00	$18,400.00	$5,000.00	$5,000.00
Clearing & Grubbing	1	LS	$4,000.00	$4,000.00	$875.00	$875.00	$1,214.00	$1,214.00	$10,000.00	$10,000.00	$1,000.00	$1,000.00	$3,412.00	$3,412.00	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$1,500.00	$1,500.00
Site Work(Bollards, Concrete Pad, Grading)	1	LS	$15,000.00	$15,000.00	$5,300.00	$5,300.00	$5,405.00	$5,405.00	$15,000.00	$15,000.00	$14,000.00	$14,000.00	$20,127.00	$20,127.00	$15,000.00	$15,000.00	$16,500.00	$16,500.00	$6,000.00	$6,000.00
Yard Piping (10" DIP) including Bypass Pumping	1	LS	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$35,917.00	$35,917.00	$35,000.00	$35,000.00	$45,000.00	$45,000.00	$45,194.00	$45,194.00	$33,000.00	$33,000.00	$34,400.00	$34,400.00	$35,000.00	$35,000.00
Clean Out	1	LS	$10.00	$4,110.00	$128.00	$17,936.00	$47.00	$6,439.00	$48.00	$6,576.00	$42.00	$5,754.00	$44.00	$6,028.00	$50.00	$6,850.00	$53.00	$7,335.00	$61.00	$8,357.00
Fence	137	FT	$10.00	$4,110.00	$128.00	$17,936.00	$47.00	$6,439.00	$48.00	$6,576.00	$42.00	$5,754.00	$44.00	$6,028.00	$50.00	$6,850.00	$53.00	$7,335.00	$61.00	$8,357.00
Entry Gate	1	LS	$8,000.00	$8,000.00	$3,400.00	$3,400.00	$1,706.00	$1,706.00	$2,500.00	$2,500.00	$1,800.00	$1,800.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$4,000.00	$4,000.00	$2,250.00	$2,250.00
Valve Vault & Assembly(vault, pipe, check valve, plug valve, pressure sensor & gate, drain	1	LS	$43,000.00	$43,000.00	$34,200.00	$34,200.00	$38,454.00	$38,454.00	$30,000.00	$30,000.00	$55,000.00	$55,000.00	$31,219.00	$31,219.00	$44,000.00	$44,000.00	$40,000.00	$40,000.00	$90,332.00	$90,332.00
Flow Meter Mtl & Assembly(manhole, meter, drain piping, ladder, hatch sump, pipe	1	LS	$17,000.00	$17,000.00	$17,400.00	$17,400.00	$20,924.00	$20,924.00	$15,000.00	$15,000.00	$22,000.00	$22,000.00	$23,096.00	$23,096.00	$22,000.00	$22,000.00	$22,500.00	$22,500.00	$28,000.00	$28,000.00
Aggregate Base - 1/3"-0	39	CY	$250.00	$9,750.00	$172.00	$6,708.00	$50.00	$1,950.00	$65.00	$2,535.00	$93.00	$2,067.00	$132.00	$5,928.00	$150.00	$5,850.00	$150.00	$5,850.00	$250.00	$9,750.00
Level 3, 1/2" Dense HMAC, 3" Depth	23	TN	$200.00	$4,600.00	$220.00	$5,060.00	$209.00	$4,807.00	$210.00	$4,830.00	$188.00	$4,324.00	$185.00	$4,255.00	$225.00	$5,175.00	$250.00	$5,750.00	$201.00	$4,623.00
Plug Valve (10")	2	EA	$2,200.00	$4,400.00	$4,470.00	$8,940.00	$2,349.00	$4,698.00	$3,200.00	$6,400.00	$2,100.00	$4,200.00	$2,310.00	$4,620.00	$5,000.00	$10,000.00	$3,400.00	$6,800.00	$5,090.00	$10,180.00
Hydroseeding	1	LS	$3,000.00	$3,000.00	$1,500.00	$1,500.00	$652.00	$652.00	$3,500.00	$3,500.00	$2,000.00	$2,000.00	$3,500.00	$3,500.00	$1,500.00	$1,500.00	$2,400.00	$2,400.00	$850.00	$850.00
Painting & Sealing	1	LS	$16,000.00	$16,000.00	$11,550.00	$11,550.00	$24,556.00	$24,556.00	$25,000.00	$25,000.00	$20,000.00	$20,000.00	$10,000.00	$10,000.00	$27,000.00	$27,000.00	$25,000.00	$25,000.00	$6,780.00	$6,780.00
Relsab Existing Wetwell (coating, hatch, vent)	1	LS	$70,000.00	$70,000.00	$29,400.00	$29,400.00	$45,194.00	$45,194.00	$35,000.00	$35,000.00	$62,000.00	$62,000.00	$26,902.00	$26,902.00	$38,000.00	$38,000.00	$38,200.00	$38,200.00	$46,488.00	$46,488.00
Davit Crane	1	LS	$10,000.00	$10,000.00	$17,720.00	$17,720.00	$22,889.00	$22,889.00	$15,000.00	$15,000.00	$9,000.00	$9,000.00	$18,795.00	$18,795.00	$21,000.00	$21,000.00	$22,800.00	$22,800.00	$17,244.00	$17,244.00
Installing Concrete Caps Over Existing Wetwell	1	LS	$30,000.00	$30,000.00	$4,500.00	$4,500.00	$5,026.00	$5,026.00	$2,000.00	$2,000.00	$6,000.00	$6,000.00	$3,456.00	$3,456.00	$3,000.00	$3,000.00	$2,600.00	$2,600.00	$6,890.00	$6,890.00
Purchase & Install Pump & Components	1	LS	$114,000.00	$114,000.00	$69,300.00	$69,300.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$82,000.00	$82,000.00	$153,801.00	$153,801.00	$96,000.00	$96,000.00	$167,000.00	$167,000.00	$157,406.00	$157,406.00
Mechanical	1	LS	$3,500.00	$3,500.00	$9,900.00	$9,900.00	$22,014.00	$22,014.00	$10,000.00	$10,000.00	$9,000.00	$9,000.00	$10,204.00	$10,204.00	$21,000.00	$21,000.00	$22,100.00	$22,100.00	$17,570.00	$17,570.00
Domestic Water Piping	1	LS	$3,000.00	$3,000.00	$3,190.00	$3,190.00	$2,504.00	$2,504.00	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$6,000.00	$6,000.00	$5,500.00	$5,500.00	$3,200.00	$3,200.00	$2,373.00	$2,373.00
Purchase & Install Generator	1	LS	$48,000.00	$48,000.00	$49,900.00	$49,900.00	$49,272.00	$49,272.00	$50,000.00	$50,000.00	$54,000.00	$54,000.00	$50,000.00	$50,000.00	$49,000.00	$49,000.00	$62,600.00	$62,600.00	$57,178.00	$57,178.00
Credit for Trade-in For Generator	1	LS	-$5,000.00	-$5,000.00	$500.00	$500.00	-$500.00	-$500.00	-$950.00	-$950.00	-$500.00	-$500.00	-$2,000.00	-$2,000.00	-$500.00	-$500.00	-$1,500.00	-$1,500.00	$0.00	$0.00
Concrete Pad For Generator	1	LS	$2,000.00	$2,000.00	$6,240.00	$6,240.00	$4,072.00	$4,072.00	$2,500.00	$2,500.00	$6,000.00	$6,000.00	$1,500.00	$1,500.00	$6,000.00	$6,000.00	$5,900.00	$5,900.00	$2,520.00	$2,520.00
Purchase & Install ATS	1	LS	$8,000.00	$8,000.00	$14,050.00	$14,050.00	$13,056.00	$13,056.00	$15,000.00	$15,000.00	$6,500.00	$6,500.00	$12,000.00	$12,000.00	$14,000.00	$14,000.00	$10,800.00	$10,800.00	$10,208.00	$10,208.00
PP&L Service Vault & Metering	1	LS	$14,000.00	$14,000.00	$25,350.00	$25,350.00	$5,874.00	$5,874.00	$5,000.00	$5,000.00	$9,000.00	$9,000.00	$5,000.00	$5,000.00	$6,000.00	$6,000.00	$8,000.00	$8,000.00	$3,890.00	$3,890.00
Purchase & Install MCP	1	LS	$30,000.00	$30,000.00	$85,250.00	$85,250.00	$32,514.00	$32,514.00	$30,000.00	$30,000.00	$22,000.00	$22,000.00	$25,000.00	$25,000.00	$101,000.00	$101,000.00	$26,800.00	$26,800.00	$25,417.00	$25,417.00
Electrical	1	LS	$190,000.00	$190,000.00	$31,050.00	$31,050.00	$163,222.00	$163,222.00	$165,000.00	$165,000.00	$133,000.00	$133,000.00	$138,000.00	$138,000.00	$110,000.00	$110,000.00	$171,500.00	$171,500.00	$227,339.00	$227,339.00
TOTAL				$785,360.00		$570,154.00		$679,775.00		$724,891.00		$726,745.00		$769,496.00		$774,875.00		$987,135.00		$876,815.00

After Recording Return To:

City Recorder
City of Lincoln City
PO Box 50
Lincoln City, OR 97367

Lincoln County, Oregon
09/18/2017 02:00:10 PM **2017-09032**
DOC-RES Cnt=1 Pgs=9 Stn=29
$45.00 $11.00 $20.00 $10.00 $7.00 - Total =$93.00

00140469201700090320090098

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED FOR ATTACHMENT TO THE ACCOMPANYING DOCUMENT AS PROVIDED BY OREGON REVISED STATUTES 205.234. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE DOCUMENT ITSELF.

(A) **Resolution UR 2017-02**: A Resolution of the Urban Renewal Agency of the City of Lincoln City, Oregon, Approving a Minor Amendment to the Amended and Restated year 2000 Development Plan, Correcting a Scribner's (sic) Error

(B) The Resolution UR 2017-02 refers directly to the Lincoln County, Oregon **Recordation Number 2009-13086,** recorded on 11/13/2009

(C) The Resolution UR 2017-02 refers directly to the Lincoln County, Oregon **Recordation Number 2014-08573**, recorded on 09/25/14

(D) The Resolution UR 2017-02 refers directly to the Lincoln County, Oregon **Recordation Number 2015-03700**, recorded on 04/23/15

(E) The person authorized to receive the instrument after recording, as provided by ORS 205.180(4) and 205.238 is:

Cathy Steer, MMC
City Recorder
City of Lincoln City
PO Box 50
Lincoln City, OR 97367

RESOLUTION NO. UR 2017-02

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON APPROVING A MINOR AMENDMENT TO THE AMENDED AND RESTATED YEAR 2000 DEVELOPMENT PLAN, CORRECTING A SCRIBNER'S ERROR

WHEREAS, the Urban Renewal Agency of the City of Lincoln City (the "Agency") adopted a Minor Amendment to the Year 2000 Development Plan on February 10, 2014 by Resolution No. UR 2014-02; and

WHEREAS, the Minor Amendment extended the last date to issue debt from June 30, 2014 to June 30, 2024, to extend the date to take division of taxes to June 30, 2024, to add language to include the potential of assisting in the development of workforce housing, and to make other modernizing changes as necessary; and

WHEREAS, City Council adopted a Substantial Amendment on August 25, 2014 by Ordinance 2014-20; and

WHEREAS, these actions were compiled in an updated plan titled The Amended and Restated Year 2000 Development Plan (the "Plan"); and

WHEREAS, there was a Scribner's error in the Plan in the 2nd paragraph of Section 701, Page 27 that reads: "The division of taxes…shall be terminated not later than June 30, **2014**, which is the end of the thirty-fifth (35th) fiscal year", but should read "the division of taxes…shall be terminated not later than June 30, **2024**, which is the end of the thirty-fifth (35th) fiscal year";

WHEREAS, in accordance with Section 1200 of the Plan, this error can be corrected by a minor amendment that requires approval of the Agency by resolution; and

WHEREAS, this Minor Amendment has been prepared in conformance with the requirements of the Year 2000 Urban Renewal Plan and ORS Chapter 457; and

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Approval of Minor Amendment. The Agency hereby approves the Minor Amendment attached hereto as Exhibit A, which amends the Amended and Restated Year 2000 Plan,

Section 2. Effective Date. This resolution shall be effective upon its adoption.

ADOPTED this 8th day of May, 2017.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY _____
Judy Casper, Vice Chair

ATTEST:

_____
Cathy Steere, City Recorder

Attachment:

Exhibit A: Proposed Minor Amendment to Year 2000 Plan

Exhibit A

The Amended and Restated Year 2000 Development Plan (the "Plan") is amended as follows:

The 2nd paragraph of Section 701, Page 27 reads: "The division of taxes…shall be terminated not later than June 30, **2014**, which is the end of the thirty-fifth (35th) fiscal year."

The correction of Section 701, Page 27 shall be: "The division of taxes…shall be terminated not later than June 30, **2024**, which is the end of the thirty-fifth (35th) fiscal year."

Lincoln County, Oregon
11/13/2009 02:13:55 PM 2009-13086
DOC-OR# Cnt=1 Pgs=243 Stn=2 LELY
$1,215.00 $11.00 $15.00 $10.00 $7.00 - Total =$1,258.00

00019433200900130862432438

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED FOR ATTACHMENT TO THE ACCOMPANYING DOCUMENT AS PROVIDED BY OREGON REVISED STATUTES 205.234. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE DOCUMENT ITSELF.

(A) Name(s) of the transaction(s) described in the attached instrument:

Ordinance No. 2009-10: A Non-Emergency Ordinance Of The City Of Lincoln City Making Findings Related To An Amended And Restated Year 2000 Development Plan, Approving The Amended Plan, And Directing That Notice Of Approval Be Published.

(B) Names Associated With the Transaction:

City Of Lincoln City

(C) The person authorized to receive the instrument after recording, as provided by ORS 205.180(4) and 205.238 is:

Cathy Steere, CMC
Administration
City of Lincoln City
PO Box 50
Lincoln City, OR 97367

ana W. Jenkins
LINCOLN COUNTY CLERK
225 W. Olive Street-Room 201
Newport, Oregon 97365

County of Lincoln
"Customer Service is #1"
www.co.lincoln.or.us/clerk/
(541) 265-4131

Lincoln County, Oregon
09/25/2014 01:15:38 PM
DOC-OR#
2014-08573
Cnt=1 Pgs=315 Stn=29
$1,575.00 $11.00 $20.00 $10.00 $7.00 - Total =$1,623.00

00094953201400085733153157

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk

RECORDING COVER SHEET

Per ORS 205.234 this Cover Sheet has been prepared and attached to the instrument for record. Any errors in this cover sheet do not affect the transaction(s) contained in the instrument itself.

NAME OF TRANSACTION: **Ordinance No. 2014-20**

GRANTOR NAME: **City of Lincoln City**

GRANTEE NAME: **Public**

AFTER RECORDING RETURN TO: **Cathy Steere, City Recorder**
City of Lincoln City
P.O. Box 50
Lincoln City, OR 97367

SEND TAX STATEMENTS TO:

AMOUNT: **$0.00**

Lincoln County, Oregon
04/23/2015 01:12:47 PM 2015-03700
DOC-OR# Cnt=1 Pgs=28 Stn=20
$145.00 $11.00 $20.00 $10.00 $7.00 - Total =$193.00

00103221201500037000290299

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED FOR ATTACHMENT TO THE ACCOMPANYING DOCUMENT AS PROVIDED BY OREGON REVISED STATUTES 205.234. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE DOCUMENT ITSELF.

(A) **Ordinance 2015-03:** A Ordinance of the City of Lincoln City, Correcting the Legal Description (Exhibit 1) To Ordinance2014-20, (Exhibit A – 2014 Amended and Restated Year 2000 Development Plan for the Lincoln City Urban Renewal Agency) and Directing Recording of the Corrected Description.

(B) The person authorized to receive the instrument after recording, as provided by ORS 205.180(4) and 205.238 is:

Cathy Steere, MMC
City Recorder
City of Lincoln City
PO Box 50
Lincoln City, OR 97367

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6 South 51st Street Parking Lot and Tourist Information Plaza – Concept Plan
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20 Resolution No. UR 2003-07, July 28, 2003
21 Resolution No. UR 2005-05, November 14, 2005
22 Resolution No. UR 2007-02, March 12, 2007
23 Resolution No. UR 2007-06, June 25, 2007
24 Resolution No. UR 2008-07, July 28, 2008
25 Resolution No. UR 2009-07 July 27, 2009 (Also Ordinance No. 2009-10)
26 Resolution No. UR 2014-02, February 10, 2014
27 Resolution No. UR 2017-02, May 8, 2017

SECTION 700 – FINANCING OF URBAN RENEWAL INDEBTEDNESS

The Agency may borrow money and accept advances, loans, grants and any other legal form of financial assistance from the Federal Government, the State, City, County, or other public body, or from any sources, public or private, for the purposes of undertaking and carrying out this Plan, or may otherwise obtain financing as authorized by ORS Chapter 457.

701. SELF LIQUIDATION OF COSTS OF URBAN RENEWAL INDEBTEDNESS (TAX INCREMENT FINANCING)

The projects may be financed, in whole or in part, by self-liquidation of the costs of urban renewal activities as provided in ORS 457.420 through 457.450. The ad valorem taxes, if any, levied by a taxing body upon the taxable real and personal property situated in the Area, shall be divided as provided in ORS 457.440. That portion of the taxes representing the levy against the increase, if any, in the assessed value of property located in the Area, or part thereof, over the assessed value specified in the certificate filed under ORS 457.430, shall, after collection by the tax collector, be paid into a special fund of the Agency and shall be used to pay the principal and interest on any indebtedness incurred by the Agency to finance or refinance this Plan and any projects or activities authorized and undertaken pursuant to the provisions of this Plan.

The Agency shall not issue indebtedness which matures after June 30, 2024[4], if the indebtedness is payable from tax increment revenues of the Area. The division of taxes and the tax increment financing process described in ORS 457.420 through 457.450, shall be terminated not later than June 30, 2024[5], which is the end of the thirty-fifth (35^{th})[6] fiscal year of collecting tax increment after the City Council's approval of this Original Plan, unless the division of taxes and the tax increment process must be extended to pay previously issued indebtedness. Provided, however, the Agency may terminate the tax increment collection process earlier should all indebtedness of the Agency be retired earlier.

The Agency will finance the Plan, and the projects undertaken with respect to the Plan, through tax increment financing, including division of taxes and special levy, as authorized by the Oregon Constitution and ORS Chapter 457. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of an Area is located, shall be divided as provided in section 1c, Article IX of the Oregon Constitution, and ORS 457.420 to 457.460.

The maximum amount of indebtedness, as defined in ORS 457.010(9) that may be incurred under this Plan is $43,000,000.

Option 1 under ORS 457.435(2)(a) shall be the method for collecting ad valorem property taxes sufficient to pay, when due, indebtedness issued or incurred to carry out the Plan, as permitted by Oregon Constitution Article XI, section 11(16).

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[4] Minor Amendment, 2014, Res No. UR 2014-02
[5] Minor Amendment: Amended by Res. No. UR 2017-02 on May 8, 2017.
[6] Ibid.

RESOLUTION NO. UR 2017-03

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2017-18 in the total of $6,953,865, now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2017, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 88,152
Materials & Services	125,216
Capital Outlay	301,579
TOTAL GENERAL FUND	**$ 514,947**

TAX INCREMENT FUND

Debt Service	$1,990,109
TOTAL TAX INCREMENT FUND	**$1,990,109**

PROPERTY REHABILITATION FUND

Materials & Services	$ 5,000
Special Payments	540,802
TOTAL PROPERTY REHABILITATION FUND	**$ 545,802**

URA CONSTRUCTION FUND

Capital Outlay	$3,903,007
TOTAL URA CONSTRUCTION FUND	**$3,903,007**

TOTAL APPROPRIATIONS ALL FUNDS	**$6,953,865**
TOTAL UNAPPROPRIATED ALL FUNDS	**$ 0**
TOTAL ADOPTED BUDGET	**$6,953,865**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area $50,429,048 of incremental value, which is approximately 20% of the maximum allowable incremental value, that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2017.

The above resolution statements were approved and declared adopted on this 12th day of June 2017.

JUDY CASPER, Vice-Chair

ATTEST:

CATHY STEERE, City Recorder

URA RESOLUTION 2017-04 NOT USED

RESOLUTION NO. UR 2017-05
LINCOLN CITY URBAN RENEWAL AGENCY

A RESOLUTION AUTHORIZING INDEBTEDNESS FOR CAPITAL PROJECTS DESCRIBED IN THE URBAN RENEWAL PLAN FOR THE YEAR 2000 DEVELOPMENT AREA

WHEREAS, the Lincoln City Urban Renewal Agency (the "Agency") is authorized to enter into borrowings that are payable from the tax increment revenues of the Year 2000 Development Area (the "Area"); and

WHEREAS, the Agency desires to borrow up to $2,975,000 to finance projects in the Agency's Amended and Restated Year 2000 Development Plan, originally dated August 25, 2014, as it has been and may in the future be amended (the "Plan"), including the DeLake Undergrounding Project and economic development grants and loans for the Area, as described in the Plan (collectively, the "Projects"); and

WHEREAS, the City has approved a maximum indebtedness for the Area of $43,000,000 and the Agency is willing to use its final $2,975,000 of maximum indebtedness capacity to finance the Projects; and

WHEREAS, the Agency pays amounts due under an Intergovernmental Agreement between the Agency and the City (the "IGA") with tax increment revenues of the Area; and

WHEREAS, the Agency desires to issue the borrowings authorized by this resolution with a lien on tax increment revenues of the Area that is superior to the lien that secures the Agency's obligation to make payments under the IGA.

NOW THEREFORE BE IT RESOLVED, by the Board of the Agency, an Urban Renewal Agency in the State of Oregon, as follows:

Section 1. Definitions.

Unless the context clearly requires otherwise capitalized terms that are used in this Resolution shall have the following meanings:

"2017 Borrowing" means the Agency's Urban Renewal Note, Series 2017 (Taxable) (Year 2000 Development Area) that is authorized by Section 2 of this Resolution. "Agency" means the Lincoln City Urban Renewal Agency.

"Agency Official" means the City Manager, the Finance Director or the person designated by the City Manager or the Finance Director to act on behalf of the Agency under this Resolution. "Area" means the Year 2000 Development Area, as defined in the Plan.

"City" means the City of Lincoln City, Oregon.

Section 2. The 2017 Borrowing.

2.1 Authorization. The Agency hereby authorizes the sale and delivery of the 2017 Borrowing in a principal amount not to exceed two million nine-hundred and seventy-five thousand dollars ($2,975,000) pursuant to the applicable provisions of ORS Chapters 287A and 457. The proceeds of the 2017 Borrowing shall be used to finance the Projects, to fund a debt service reserve, if necessary, and to pay costs of issuing the 2017 Borrowing.

2.2 Delegation. An Agency Official may, on behalf of the Agency and without further action by the Board:

(A) Select a commercial bank or other lender with which to negotiate, execute and deliver the 2017 Borrowing, purchase agreement and related documents. Subject to the limitations of this Resolution, the 2017 Borrowing, purchase agreement and related documents may be in such form and contain such terms (including but not limited to covenants, events of and remedies for default and financial reporting requirements) as an Agency Official may approve.

(B) Prepare and execute a borrowing declaration that describes the terms under which the 2017 Borrowing may be issued, the covenants that the Agency makes with the owner of the 2017 Borrowing, the form of the 2017 Borrowing, and the administrative provisions relating to the 2017 Borrowing. The borrowing declaration shall be in substantially the form attached hereto as Exhibit A but with such changes as may be approved by an Agency Official.

(C) Make covenants for the benefit of the owner of the 2017 Borrowing, including but not limited to covenants that: (i) limit the Agency's ability to remove property from the Area; (ii) require that the Agency collect at least enough tax increment revenues, considering other legally available funds, to result in one hundred ten percent (110%) of the annual debt service that is scheduled to be paid during that fiscal year; and (iii) provide that the Agency will not enter into any borrowings secured by tax increment revenues while the 2017 Borrowing is outstanding.

(D) Issue the 2017 Borrowing as a taxable borrowing.

(E) Enter into additional covenants for the benefit of the purchaser of the 2017 Borrowing which an Agency Official determines are desirable to sell the 2017 Borrowing on favorable terms.

(F) Establish the final principal amounts, maturity schedules, interest rates, sale prices, payment and prepayment terms and dates of the 2017 Borrowing.

(G) Pledge the tax increment revenues of the Area and the proceeds of the 2017 Borrowing to secure the 2017 Borrowing.

(H) Issue, sell and deliver the 2017 Borrowing.

(I) Amend the IGA to make clear the 2017 Borrowing is issued with a superior lien.

(J) Execute any documents and take any other action which an Agency Official finds is desirable to carry out this Resolution.

Effective Date. This Resolution is effective immediately upon adoption.

PASSED by the Board of the Lincoln City Urban Renewal Agency on the 23rd day of October, 2017.

Lincoln City Urban Renewal Agency
Lincoln City, Oregon

Susan Wahlke, Urban Renewal Chair

ATTEST:

Cathy Steere, City Recorder

EXHIBIT A

Form of 2017 Declaration

FORM OF

2017 DECLARATION

Urban Renewal Agency of the City of Lincoln City

Urban Renewal Note, Series 2017 (Taxable)
(Year 2000 Development Area)
Series 2017

Executed by the Agency Official of the Urban Renewal Agency of the City of Lincoln City, Oregon

As of the ____ day of _____, 2017

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This table of contents is not a part of the bond declaration but is provided for reference only.

2017 DECLARATION

THIS 2017 DECLARATION is executed as of _____, 2017, by the Agency Official of the Urban Renewal Agency of the City of Lincoln City, Oregon pursuant to the authority granted to the Agency Official by Agency Resolution No. _____ (the "Resolution") to establish the terms under which the Agency's Urban Renewal Note, Series 2017 (Taxable) (Year 2000 Development Area) (the "2017 Note") may be issued.

Section 1. Findings.

The Agency finds:

1.1 The Agency is authorized to issue borrowings which are payable from the tax increment revenues of the Year 2000 Development Area.

1.2 The Agency has an intergovernmental agreement with the City of Lincoln City outstanding which is paid from the tax increment revenues of the Year 2000 Development Area and [which is] subordinate to the lien that secures the 2017 Note. The Agency has no other obligations outstanding that are secured by a pledge of or lien on the tax increment revenues of the Year 2000 Development Area.

1.3 The Agency now desires to issue a note that has a senior lien on the tax increment revenues from the Year 2000 Development Area.

1.4 The Agency executes this 2017 Declaration to establish the terms under which the 2017 Note is issued.

Section 2. Definitions.

Unless the context clearly requires otherwise, the following terms shall have the following meanings:

"2017 Declaration" means this 2017 Declaration establishing the terms of the 2017 Note.

"2017 Note" means the Agency's Urban Renewal Note, Series 2017 (Taxable) (Year 2000 Development Area) which is described in Section 12 of this 2017 Declaration.

"2017 Note Debt Service Account" means the account of that name in the Tax Increment Account described in Section 4.2.

"Account" or "Fund" means one or more funds, accounts, or accounting entities that are used to account for revenues under this 2017 Declaration.

"Agency" means the Urban Renewal Agency of the City of Lincoln City, Oregon.

"Agency Official" means the [_____] to act on behalf of the Agency under the Resolution.

"Annual Debt Service" means the amount required to pay principal and interest on the 2017 Note in a Fiscal Year, calculated as follows:

(i) Interest which is to be paid from proceeds of 2017 Note shall be subtracted.

(ii) Portions of the 2017 Note which are subject to scheduled, noncontingent redemption or tender shall be deemed to mature on the dates and in the amounts which are subject to mandatory redemption or tender, and only the amount scheduled to be Outstanding on the final maturity date shall be treated as maturing on that date.

(iii) Portions of the 2017 Note which are subject to contingent redemption or tender shall be treated as maturing on their stated maturity dates.

"Area" means the Year 2000 Development Area which is described in the Plan, and all additions thereto.

"Bank" means _____ or permitted assignees, as owner of the 2017 Note.

"City" means the City of Lincoln City, Oregon, a duly organized and existing city under and by virtue of the laws of the State of Oregon.

"Divide the Taxes Revenues" means the taxes which are divided based on the increase in value of property in the Area and which are paid to the Agency under the provisions of Article IX, Section 1c of the Oregon Constitution and ORS Chapter 457, as those provisions exist on the date of this 2017 Declaration.

"Event of Default" refers to an Event of Default listed in Section 9.1 of this 2017 Declaration.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or as otherwise defined by Oregon law.

"Government Obligations" means direct noncallable obligations of the United States, or obligations the principal of and interest on which are fully and unconditionally guaranteed by the United States.

"Outstanding" refers to all of the 2017 Note except the portion which has been paid, canceled, or defeased.

"Permitted Investments" means any investments in which the Agency is authorized to invest surplus funds under the laws of the State of Oregon.

"Plan" means the Agency's Amended and Restated Year 2000 Development Plan originally dated August 25, 2014, as it has been amended and may in the future be amended.

"Security" means the Tax Increment Revenues and any additional amounts credited to the 2017 Note Debt Service Account. Security also includes the unspent proceeds of the 2017 Note.

"Subordinate Lien Account" means the account of that name in the Tax Increment Account established in Section 4.3.

"Tax Increment Account" means the special fund established under ORS 457.440(6)(b) to hold the Tax Increment Revenues. The Tax Increment Account may consist of one or more funds and accounts for budget purposes.

"Tax Increment Revenues" means the Divide the Taxes Revenues and all earnings on the Divide the Taxes Revenues prior to their expenditure.

Section 3. Security for 2017 Note.

3.1 The 2017 Note shall not be a general obligation of the Agency or the City. The Agency shall be obligated to pay the 2017 Note solely from the Security as provided in this 2017 Declaration.

3.2 The Agency hereby irrevocably pledges the Security to pay the 2017 Note. Pursuant to ORS 287A.310, this pledge shall be valid and binding from the time of execution of this 2017 Declaration. The amounts so pledged and hereafter received by the Agency shall immediately be subject to the lien of this pledge without any physical delivery or further act, and the lien of this pledge shall be superior to all other claims and liens to the fullest extent permitted by ORS 287A.310.

3.3 So long as the 2017 Note is Outstanding but not after June 30, 2024 per Section 701 of the Plan, the Agency shall instruct the Assessor to collect at least enough Divide the Taxes Revenues necessary, considering other legally available funds, to result in one hundred ten percent (110.00%) of the Annual Debt Service that is scheduled to be paid during that Fiscal Year.

3.4 The provisions of this 2017 Declaration shall constitute a contract with the Bank, and shall be enforceable by the Bank.

3.5 The Agency acknowledges that the covenants contained in Section 3.3 and the collection each year of the amounts described in that Section, are required to obtain favorable terms for the 2017 Note and to protect the rights of the Bank, and that the Bank will rely on that covenant. The Agency enters into that covenant pursuant to ORS 287A.325(4), which authorizes the Agency to enter into covenants to maintain levels of pledged revenues at least equal to operations and maintenance expenses of the system that produces the pledged revenues, plus debt service on a borrowing, plus an additional amount that is reasonably required to obtain favorable terms for the borrowing. The Area and the Plan are the system which produces the Tax Increment Revenues. The system does not have operations and maintenance expenses.

Section 4. The Tax Increment Account.

The Agency has previously established the Tax Increment Account. The Tax Increment Account shall contain the following funds: the 2017 Note Debt Service Account and the Subordinate Lien Account.

4.1 Beginning with the closing of the 2017 Note and continuing until the 2017 Note is paid or defeased, the Agency shall deposit all Tax Increment Revenues in the Tax Increment Account,

and shall credit each deposit to the following accounts within the Tax Increment Account in the following order of priority:

(A) To the 2017 Note Debt Service Account, until the 2017 Note Debt Service Account contains an amount sufficient to pay the Annual Debt Service for that Fiscal Year; and,

(B) To the Subordinate Lien Account, any amounts which remain after the foregoing deposits have been made.

4.2 The 2017 Note Debt Service Account.

(A) Money in the 2017 Note Debt Service Account shall be used only to pay the 2017 Note principal and interest.

(B) Amounts credited to the 2017 Note Debt Service Account may be invested in Permitted Investments which mature within one year or in the Agency's investment pool. Earnings shall be credited as provided in Section 4.4.

(C) Five (5) days before any payment of principal or interest on the 2017 Note is due, if the balance in the 2017 Note Debt Service Account is less than the amount due, the Agency shall credit an amount equal to the deficiency from Tax Increment Revenues in the Subordinate Lien Account.

4.3 Subordinate Lien Account. Tax Increment Revenues in the Subordinate Lien Account may be used at any time for any legal purpose permitted under Chapter 457 of the Oregon Revised Statutes. The Agency may create subaccounts in the Subordinate Lien Account.

4.4 Earnings. Earnings in the 2017 Note Debt Service Account shall be credited to that account.

Section 5. No Additional Borrowings.

The Agency covenants not to enter into any borrowings secured by the Tax Increment Revenues while the 2017 Note is Outstanding.

Section 6. Existing Subordinate Lien Borrowing.

The Agency has the following Subordinate Lien Borrowing outstanding: an intergovernmental agreement with the City in the original amount of $4,000,000 dated June 17, 2014.

Section 7. General Covenants.

The Agency hereby covenants and agrees with the Bank as follows:

7.1 The Agency shall promptly cause the principal and interest on the 2017 Note to be paid as it becomes due in accordance with the provisions of this 2017 Declaration, but solely from the Security pledged under this 2017 Declaration.

7.2 The Agency shall maintain complete books and records relating to the Tax Increment Account, the Tax Increment Revenues and the 2017 Note in accordance with generally accepted accounting principles, and will cause such books and records to be audited annually at the end of each Fiscal Year, and an audit report prepared by an independent auditor and made available for the inspection of the Bank.

7.3 The Agency covenants that it shall not adjust the boundaries of the Area to remove property while the 2017 Note is Outstanding without the prior written consent of the Bank.

Section 8. Amendment of Declaration.

8.1 The Agency may amend this 2017 Declaration without the consent of the Bank for any one or more of the following purposes:

(A) To cure any ambiguity or formal defect or omission in this 2017 Declaration;

(B) To add to the covenants and agreements of the Agency in this 2017 Declaration other covenants and agreements to be observed by the Agency which are not contrary to or inconsistent with this 2017 Declaration as theretofore in effect;

(C) To confirm, as further assurance, any security interest or pledge created under this 2017 Declaration;

(D) To make any change which, in the reasonable judgment of the Agency, does not materially and adversely affect the rights of the Bank.

8.2 The Agency may amend this 2017 Declaration for any other purpose, but only if the Agency obtains the written consent of the Bank.

Section 9. Default and Remedies.

9.1 The occurrence of one or more of the following shall constitute an Event of Default under this 2017 Declaration:

(A) Failure by the Agency to pay principal or interest on the 2017 Note as required by this 2017 Declaration;

(B) Failure by the Agency to observe and perform any covenant, condition or agreement which this 2017 Declaration requires the Agency to observe or perform for the benefit of the Bank, which failure continues for a period of 60 days after written notice to the Agency by the Bank specifying such failure and requesting that it be remedied; provided however, that if the failure stated in the notice cannot be corrected within such 60 day period, it shall not constitute an Event of Default so long as corrective action is instituted by the Agency within the 60 day period and diligently pursued, and the default is corrected as promptly as practicable after the written notice referred to in this paragraph (B); or,

(C) The Agency is adjudged insolvent by a court of competent jurisdiction, admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, or consents to the appointment of a receiver for Tax Increment Revenues.

9.2 The Bank may waive any Event of Default and its consequence.

9.3 Upon the occurrence and continuance of any Event of Default, that has not been waived pursuant to Section 9.2, hereunder the Bank may take whatever action may appear necessary or desirable to enforce or to protect its rights, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this 2017 Declaration or in aid of the exercise of any power granted in this 2017 Declaration or for the enforcement of any other legal or equitable right vested in the Bank by this 2017 Declaration or by law. However: the 2017 Note shall not be subject to acceleration; and, neither the Agency nor the City shall be required to pay any amounts to the Bank (other than Tax Increment Revenues, unspent proceeds of 2017 Note, and amounts in the Tax Increment Account) because of an Event of Default described in Section 9.1(A) which occurs because of an insufficiency of Tax Increment Revenues and amounts in the Tax Increment Account.

9.4 No remedy in this 2017 Declaration conferred upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this 2017 Declaration, and now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the Bank to exercise any remedy reserved to it, it shall not be necessary to give any notice other than such notice as may be required by this 2017 Declaration or by law.

Section 10. Defeasance.

The Agency shall be obligated to pay any portion of the 2017 Note which is defeased in accordance with this Section 10 solely from the cash and Government Obligations which are deposited in escrow pursuant to this Section 10. All or any portion of the 2017 Note shall be deemed defeased if the Agency:

10.1 irrevocably deposits money or noncallable Government Obligations in escrow with an independent trustee or escrow agent which are calculated to be sufficient without reinvestment for the payment of all or the portion of the 2017 Note which is to be defeased; and,

10.2 files with the escrow agent or trustee an opinion from a Qualified Consultant to the effect that the money and the principal and interest to be received from the Government Obligations are calculated to be sufficient, without further reinvestment, to pay the defeased 2017 Note when due.

Section 11. Rules of Construction.

In determining the meaning of provisions of this 2017 Declaration, the following rules shall apply unless the context clearly requires application of a different meaning:

11.1 References to section numbers shall be construed as references to sections of this 2017 Declaration.

11.2 References to one gender shall include all genders.

11.3 References to the singular include the plural, and references to the plural include the singular.

Section 12. The 2017 Note.

12.1 Security. The Agency shall issue the 2017 Note pursuant to the Resolution and this 2017 Declaration. The 2017 Note shall be secured as provided in Section 3.1.

12.2 Payment Dates and Interest Rate. The 2017 Note shall be issued in the principal amount of $_____, shall be dated _____, 2017 and shall bear interest computed on a 30/360 basis. Interest on the 2017 Note shall be payable semiannually on June 1 and December 1, commencing December 1, 2017 and principal shall be payable annually on June 1 as provided in the table below: [_____]

12.3 Prepayment. [Insert prepayment provisions]

12.4 Form of 2017 Note. The 2017 Note shall be in substantially the form attached hereto as Appendix A, with such changes as may be approved by the Agency Official.

12.5 Agreements between Agency and Bank.

(A) If either party incurs any expenses in connection with enforcing the 2017 Note, or if the Bank takes collection action under 2017 Note, the losing party shall pay to the prevailing party, on demand, the prevailing party's reasonable costs and reasonable attorneys' fees, whether at trial, on appeal or otherwise, including any allocated costs of in-house counsel.

(B) Other Fees and Costs. The Agency shall pay the fees and costs of legal counsel, and any other expenses and costs that the Agency incurs in connection with the 2017 Note. The Agency shall also pay the Bank a fee of $_____promptly at closing. The Bank shall pay all out-of-pocket expenses of the Bank and Bank's counsel, including travel and other expenses.

12.6 Representations of the Agency to the Bank so long as amounts are Outstanding under the 2017 Note.

(A) Within 270 days after the end of each of its Fiscal Years, the Agency shall provide the Bank with a copy of each of the Agency's, annual audited financial statements while any amounts remain outstanding under the 2017 Note.

(B) The Agency is duly created and existing under the laws of the State of Oregon, has all necessary power and authority to enter into this 2017 Declaration and perform its duties under this 2017 Declaration.

(C) The adoption of the Resolution, the execution of this 2017 Declaration and the performance of the Agency's obligations under this 2017 Declaration do not conflict in any material respect with, or constitute a material breach of or default under, any law, court decree, administrative regulation, resolution or other agreement to which the Agency is a party or by which it is bound.

(D) There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency having jurisdiction over the Agency that is pending or, to the best of the knowledge of the Agency, is threatened against the Agency to restrain or enjoin the execution of this 2017 Declaration, the adoption of the Resolution, or the collection and application of the funds as contemplated by the Resolution and this 2017 Declaration, that, if such matter were adversely decided against the Agency would, in the reasonable judgment of the Agency, have a material and adverse effect on the ability of the Agency to pay the amounts due under this 2017 Declaration.

(E) The Agency hereby certifies, recites and declares that all things, conditions and acts required by the Constitution and Statutes of the State of Oregon and by this 2017 Declaration to exist, to have happened and to have been performed precedent to and in the execution and the delivery of this 2017 Declaration and the 2017 Note and all related documents, do exist, have happened and have been performed in due time, form and manner, as required by law, and that this 2017 Declaration and the 2017 Note are valid and binding special obligations of the Agency that are enforceable against the Agency in accordance with their terms, except to the extent that enforceability may be limited by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting creditors' rights generally; (ii) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (iii) common law and statutes affecting the enforceability of contractual obligations generally; and (iv) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as the Agency.

12.7 Disclosure; Assignment.

(A) No official statement or other disclosure document has been prepared in connection with the 2017 Note and the Agency has no obligation in connection with the 2017 Note to provide any disclosure regarding operating information or material events to the Municipal Securities Rulemaking Board or any dissemination agent. The Agency is obligated to provide information to the Bank in connection with the 2017 Note only as specifically stated Section 12.6 hereof.

(B) The Bank may not transfer or assign its rights and obligations under the 2017 Note unless the transferee delivers to the Agency an investor letter in substantially the form of the qualified investor letter delivered by the Bank on the closing date of the 2017 Note and the transferee is either (i) a successor in interest of the Bank by means of a corporate merger, an exchange of stock, or a sale of assets, or (ii) a "Qualified Institutional Buyer," as that term is defined in Rule l44A under the Securities Act of 1933.

(C) The Agency may not assign its rights and obligations under the 2017 Note without the prior written consent of the Bank, which may be withheld in the Bank's sole discretion.

[The remainder of this page is left blank intentionally.]

Dated as of the ____ day of _____, 2017.

Urban Renewal Agency of the
City of Lincoln City, Oregon

By:_____
Authorized Officer

Acknowledging and agreeing to the provisions in Section 12.

[Lender]

By:_____
Authorized Officer

Appendix A

No. R-1 $_____

United States of America
Urban Renewal Agency of the City of Lincoln City
Lincoln County
State of Oregon
Urban Renewal Note, Series 2017 (Taxable)
(Year 2000 Development Area)

The Urban Renewal Agency of the City of Lincoln City, Oregon (the "Agency"), for value received, acknowledges itself indebted and hereby promises to pay, but solely from the Tax Increment Revenues and amounts described in the 2017 Declaration dated _____, 2017 (the "2017 Declaration"), to _____(the "Bank"), the aggregate principal amount of $_____in the installments described in [Section 12.2] of the Declaration.

Interest is payable semiannually on December 1 and June 1 commencing December 1, 2017, at the rate described in [Section 12.2] of the 2017 Declaration and shall be computed on the basis of a 360-day year of twelve 30-day months.

This 2017 Note is issued pursuant to Agency Resolution No. _____, which was adopted on _____, 2017, and the 2017 Declaration (collectively, the "Resolution"). Capitalized terms used in this 2017 Note have the meanings defined for such terms in the Resolution.

This 2017 Note is issued by the Agency for the purpose of financing the costs of urban renewal projects in the Plan, which will be located in the Area in full and strict accordance and compliance with all of the provisions of the Constitution and statutes of the State of Oregon.

This 2017 Note is a special obligation of the Agency, payable solely from the Security as defined and provided in the Resolution. THIS 2017 NOTE IS NOT A GENERAL OBLIGATION OF THE AGENCY OR THE CITY OF LINCOLN CITY, OREGON AND IS PAYABLE SOLELY FROM THE TAX INCREMENT REVENUES AND UNEXPENDED 2017 NOTE PROCEEDS, AS PROVIDED IN THE RESOLUTION.

This 2017 Note [may be prepaid] as described in [Section 12.4] of the Declaration.

This 2017 Note may only be transferred as permitted by the Resolution. Any transfer of this 2017 Note must be registered with the Agency and the Agency may treat the person in whose name this 2017 Note is registered as its absolute owner for all purposes.

The Bank may exchange or transfer any 2017 Note only by surrendering it, together with a written instrument of exchange or transfer which is satisfactory to the Agency and duly executed by the Bank or his or her duly authorized attorney.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this 2017 Note have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and statutes of the State of Oregon; and that the issue of which this 2017 Note is a part, and all other obligations of such Agency, are within every debt limitation and other limit prescribed by such Constitution and statutes.

IN WITNESS WHEREOF, the Agency has caused this 2017 Note to be signed by the manual signature of the [_____] of the City of Lincoln City, Oregon, as Agency Official, as of the ____day of _____, 2017.

Urban Renewal Agency of the City of Lincoln City, Oregon

_____
Authorized Officer

COPY

RESOLUTION NO. UR 2017-06

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING A CONSTRUCTION CONTRACT AWARD FROM K & E EXCATATING, INC. FOR CONSTRUCTION SERVICES FOR THE DELAKE UTILITY UNDERGROUNDING PROJECT

WHEREAS, the City Council acting as the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2017 the Agency approved and budgeted for undergrounding overhead power and communication lines (FY 2016-17) in the DeLake District; and

WHEREAS, the Agency adopted procedures for public contracts including construction and professional services contracts; and

WHEREAS, staff formally solicited and received bids for construction of the DeLake Utility Undergrounding Project, on public and private property all located in the Urban Renewal District; and

WHEREAS, the Agency approved a competitive bidding exemption for this project on August 28, 2017; and

WHEREAS, on October 5, 2017, proposals were opened, evaluated on the selection criteria (Qualification, Experience, Approach to the work, and Costs) and the highest scoring proposer is K & E Excavating, Inc.; and

WHEREAS, on October 13, 2017 a Notice of Intent to Award pursuant to OAR 137-049-0395 was provided to each Proposer; the last day to protest the Intent to Award was October 20, 2017; and

WHEREAS, the work to be performed under this contract is to construct undergrounding of overhead power and communication wires along the west and east

sides of Highway 101 in the DeLake District of Lincoln City from NW 2nd Drive to SW Ebb Avenue (approximately 1,400 linear feet), to include crossing beneath the D River.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. The above referenced Recitals are true and correct and incorporated herein by this reference.
2. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the proposals, as shown in bid tab results attached as **Exhibit A** hereto and incorporated by reference herein.
3. The Local Contract Review Board accepts the staff recommendation and approves an award of bid for construction services to K & E Excavating, Inc., in the amount of $1,656,066.00 plus a contingency of $165,606.00 (10% of the construction bid amount).
4. The basis for the award is the highest scoring proposer to the Request for Proposals.
5. This resolution grants authority to the City Manager to execute the contract.
6. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 23rd day of October, 2017.

Susan Kay Wahlke

SUSAN WAHLKE, Urban Renewal Agency Chair

ATTEST:

Cathy Steere

CATHY STEERE, City Recorder

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2

EXHIBIT A

BID TAB

ITEMS	QUANTITY	UNIT	K&E Excavating		Ladkey-Clifton		Professional Underground	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
GENERAL BID ITEMS								
Mobilization	1	LS	$154,000.00	$154,000.00	$489,650.00	$489,650.00	$373,555.68	$373,555.68
Temporary Work Zone Traffic Control, Complete	1	LS	$105,000.00	$105,000.00	$218,000.00	$218,000.00	$125,000.00	$125,000.00
Erosion Control	1	LS	$31,000.00	$31,000.00	$16,000.00	$16,000.00	$120,000.00	$120,000.00
Temporary Pedestrian Routing	1	LS	$12,000.00	$12,000.00	$76,500.00	$76,500.00	$50,000.00	$50,000.00
Install Trench A with Class B Backfill	295	FT	$0.00	$0.00	$164.00	$48,380.00	$179.14	$52,846.30
Install Trench A with Class A Backfill	50	FT	$0.00	$0.00	$145.00	$7,250.00	$150.38	$7,519.00
Install Trench B with Class A Backfill	165	FT	$0.00	$0.00	$160.00	$26,400.00	$156.63	$25,843.95
Install Trench B with Class B Backfill	55	FT	$0.00	$0.00	$238.00	$13,090.00	$185.39	$10,196.45
Install Trench C with Class A Backfill	80	FT	$0.00	$0.00	$161.00	$12,880.00	$181.64	$14,531.20
Install Trench C with Class B Backfill	60	FT	$0.00	$0.00	$217.00	$13,020.00	$181.64	$10,898.40
Install Trench D with Class B Backfill	107	FT	$0.00	$0.00	$172.00	$18,404.00	$174.76	$18,699.32
Install Trench E with Class B Backfill	250	FT	$0.00	$0.00	$179.00	$44,750.00	$173.51	$43,377.50
Install 6" Conduit with Class A Backfill	140	FT	$0.00	$0.00	$72.00	$10,080.00	$63.23	$8,852.20
Install 6" Conduit with Class B Backfill	209	FT	$0.00	$0.00	$75.00	$15,675.00	$88.83	$18,565.47
Install 2-6" Conduit with Class A Backfill	120	FT	$0.00	$0.00	$62.00	$7,440.00	$71.23	$8,547.60
Install 2-6" Conduit with Class B Backfill	80	FT	$0.00	$0.00	$156.00	$12,480.00	$94.00	$7,520.00
Install 4" Conduit with Class A Backfill	165	FT	$0.00	$0.00	$60.00	$9,900.00	$65.23	$10,762.95
Install 4" Conduit with Class B Backfill	135	FT	$0.00	$0.00	$115.00	$15,525.00	$89.83	$12,127.05
Install 2-4"" Conduit with Class A Backfill	80	FT	$0.00	$0.00	$84.00	$6,720.00	$91.83	$7,346.40
Install 3-4"" Conduit with Class B Backfill	50	FT	$0.00	$0.00	$247.00	$12,350.00	$93.83	$4,691.50
Install 2 OR 3"" Conduit with Class A Backfill	461	FT	$0.00	$0.00	$45.00	$20,745.00	$63.23	$29,149.03
Install 2 OR 3"" Conduit with Class B Backfill	777	FT	$0.00	$0.00	$70.00	$54,390.00	$88.83	$69,020.91
Install 1 1/4" Conduit with Class A Backfill	35	FT	$0.00	$0.00	$142.00	$4,970.00	$61.23	$2,143.05
Install 1 1/4" or 2 - 1 1/4"Conduit with Class B Backfill	85	FT		$0.00	$161.00	$13,685.00	$86.83	$7,380.55
Install Combined 2-6", 1-4" Conduit with Class A Backfill	22	FT		$0.00	$167.00	$3,674.00	$97.40	$2,142.80
Install Conbined 2-2", 2-1 1/4", 3" Conduit with Class A Backfill	13	FT		$0.00	$370.00	$4,810.00	$68.25	$887.25
Trench Resurfacing in ODOT R/W, including saw cuts, pavement replacement, compacted depth of 8" of Asphalt	608	FT	$122.00	$74,176.00	$82.50	$50,160.00	$83.96	$51,047.68
Trench Resurfacing in ODOT R/W, including saw cuts, pavement replacement, compacted depth of 4" of Asphalt	70	FT	$55.00	$3,850.00	$47.00	$3,290.00	$77.39	$5,417.30
Trench Resurfacing in Parking Area including saw cuts, compacted depth of 3" of Asphalt	295	FT			$27.50	$8,112.50	$71.37	$21,054.15
Trench Resurfacing in Parking Area including saw cuts, compacted depth of 3" of Asphalt	380	FT	$38.00	$14,440.00				$0.00
Install Concrete Base for Pacific Corp Decorative Light. Pacific Corp will install post and light fixture.	5	EA		$0.00	$14,700.00	$73,500.00	$15,000.00	$75,000.00
Horizontal Directional Drilling – (2 - 6"Conduits)	200	FT	$177.00	$35,400.00	$275.00	$55,000.00	$110.57	$22,114.00
Horizontal Directional Drilling – 4"Conduit	205	FT			$135.00	$27,675.00	$49.66	$10,180.30

BID TAB

			K&E Excavating		Ladkey-Clifton		Professional Underground	
Horizontal Directional Drilling – 4"Conduit	100	FT	$129.00	$12,900.00		$0.00		$0.00
Horizontal Directional Drilling – (3-4"Conduits)	83	FT			$367.00	$30,461.00	$103.07	$8,554.81
Horizontal Directional Drilling – (3-4"Conduits)	100	FT	$201.00	$20,100.00		$0.00		$0.00
Horizontal Directional Drilling – (2"Conduits)	245	FT			$93.00	$22,785.00	$47.16	$11,554.20
Horizontal Directional Drilling – (2"Conduits)	300	FT	$129.00	$38,700.00		$0.00		$0.00
Horizontal Directional Drilling Under Creek- Length 286 ft	1	LS	$242,000.00	$242,000.00		$0.00		$0.00
Horizontal Directional Drilling Under Creek- Length ___ ft	1	LS		-	$370,000.00	$370,000.00	$573,280.00	$573,280.00
Install 13'x 7'-11" Pull Vault	1	LS	$22,000.00	$22,000.00	$32,000.00	$32,000.00	$50,401.00	$50,401.00
Install 15'x 7'-11" Switchgear Vault	1	LS	$23,000.00	$23,000.00	$17,700.00	$17,700.00	$53,981.00	$53,981.00
7' x 4'8" With 9"4" x 7' Top	1	LS	$7,500.00	$7,500.00	$16,500.00	$16,500.00	$9,900.00	$9,900.00
Install 4' x 6' Single Phase Transformer Vault	1	LS	$6,000.00	$6,000.00	$13,500.00	$13,500.00	$11,149.00	$11,149.00
Install Only 20" x 32" Fiberglass Handhole	1	LS	$860.00	$860.00	$670.00	$670.00	$980.00	$980.00
Install 5'x7' Vault with 6'-10" x 7'-10" Lid for Fuse Cabinet	1	LS	$7,200.00	$7,200.00	$17,500.00	$17,500.00	$5,600.00	$5,600.00
Install Only 24" x 36" Flush Mount Vault	5	EA	$860.00	$4,300.00	$1,150.00	$5,750.00	$980.00	$4,900.00
Install 24"x 36" Junction Box	4	EA	$2,000.00	$8,000.00	$2,100.00	$8,400.00	$1,540.00	$6,160.00
Install Only 36" x 24" Flush Mount Vault	1	EA	$860.00	$860.00	$1,150.00	$1,150.00	$979.00	$979.00
Install 11"x 17" Junction Box	1	EA	$1,200.00	$1,200.00	$475.00	$475.00	$979.00	$979.00
Install Only 13" x 24" Flush Mount Pull Box	3	EA	$860.00	$2,580.00	$200.00	$600.00	$979.00	$2,937.00
Install Only 11 3/2" x17" Pull Box	3	EA	$860.00	$2,580.00	$200.00	$600.00	$979.00	$2,937.00
Termination Vault	1	EA	$2,000.00	$2,000.00	$9,600.00	$9,600.00	$5,000.00	$5,000.00
Install 220/120 Electrical Panel	1	LS	$18,000.00	$18,000.00	$8,750.00	$8,750.00	$15,000.00	$15,000.00
Standard Curb	210	FT			$53.00	$11,130.00	$35.00	$7,350.00
Standard Curb	300	FT	$31.00	$9,300.00		$0.00		$0.00
Curb & Gutter	170	FT	$44.00	$7,480.00	$69.00	$11,730.00	$78.00	$13,260.00
Concrete Sidewalk & Curb Ramp – 4"	560	SF			$29.50	$16,520.00	$18.50	$10,360.00
Concrete Sidewalk & Curb Ramp – 4"	2765	SF	$13.00	$35,945.00		$0.00		$0.00
Concrete Parking Lot Restoration at Kyllo's	1	LS	$21,500.00	$21,500.00	$15,200.00	$15,200.00	$61,295.00	$61,295.00
State Park Parking Lot Pavement Restoration	1	LS	$10,000.00	$10,000.00	$43,000.00	$43,000.00	$35,000.00	$35,000.00
Construction Staking	1	LS	$30,000.00	$30,000.00	$14,500.00	$14,500.00	$20,000.00	$20,000.00
Striping	1	LS	$6,000.00	$6,000.00	$9,300.00	$9,300.00	$18,000.00	$18,000.00
Remove & Replace Split Rail Fence	1	LS	$2,500.00	$2,500.00	$9,400.00	$9,400.00	$8,500.00	$8,500.00
Remove & Replace Concrete in Front of Rest Room	1	LS	$5,000.00	$5,000.00	$2,300.00	$2,300.00	$5,000.00	$5,000.00
Replace Meter Base at State Park Rest Room	1	LS	$5,000.00	$5,000.00	$8,300.00	$8,300.00	$5,000.00	$5,000.00
Install Decorative Visen Light Pole	5	EA	$21,000.00	$105,000.00		$0.00		$0.00
Landscape Restoration – SE Corner of NW 2nd with barkdust & plant of equal (1 gallon	1	LS	$2,000.00	$2,000.00	$1,400.00	$1,400.00	$10,000.00	$10,000.00
Landscape Restoration – North Side of Kyllo's Parking Lot – Restore with like plants	1	LS	$3,300.00	$3,300.00	$21,000.00	$21,000.00	$10,000.00	$10,000.00
Landscape Restoration - North Side of NW 1st – Restore with like plants	1	LS	$1,800.00	$1,800.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00

BID TAB

			K&E Excavating		Ladkey-Clifton		Professional Underground	
Landscape Restoration – "D" Sands Motel, except for Sod	1	LS	$4,200.00	$4,200.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
Temporary Remove & Replace Bolders at Kyllo's	1	LS	$1,200.00	$1,200.00	$2,300.00	$2,300.00	$2,500.00	$2,500.00
Rebuild Concrete Stairs at Kyllo's	1	LS	$12,000.00	$12,000.00	$27,000.00	$27,000.00	$8,500.00	$8,500.00
Install Sod	4150	SF	$1.50	$6,225.00	$4.88	$20,252.00	$3.50	$14,525.00
4'W X 5'D Trench Execation , Class A Backfill	180	FT	$75.00	$13,500.00				$0.00
4'W X 5'D Trench Execation , Class B Backfill	1030	FT	$100.00	$103,000.00				$0.00
2' W X 4'D Trench Excavatin, Class A Backfill	370	FT	$70.00	$25,900.00				
2' W X 4'D Trench Excavatin, Class B Backfill	770	FT	$75.00	$57,750.00				
1 1/4" Conduit	2860	FT	$7.00	$20,020.00				
2" Conduit	4220	FT	$8.00	$33,760.00				
3" Conduit	2180	FT	$10.00	$21,800.00				
4" Conduit	1380	FT	$12.00	$16,560.00				
6" Conduit	7460	FT	$13.00	$96,980.00				
13' X 7'11" Pull Vault	1	EA	$22,000.00	$22,000.00				
13' X 7'11" Switch Vault	1	EA	$23,000.00	$23,000.00				
HDD (1-4" & 1-2" Conduit)	100	FT	$96.00	$9,600.00				
HDD Crossing NW 1st Court (1-6" & 1-3")	100	FT	$141.00	$14,100.00				
Engineering Services	1	LS	$80,000.00	$80,000.00				
TOTAL BID ITEMS				$1,656,066.00		$2,171,778.50		$2,230,000.00

COPY

RESOLUTION NO. UR 2017-07

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID FROM DEVILS LAKE ROCK CO. FOR CONSTRUCTION SERVICES FOR THE CUTLER DISTRICT BAYWALK SCHOONER POINT HIGHWAY 101 TURNOUT PROJECT

WHEREAS, the City Council acting as the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2017 the Agency approved and budgeted for Cutler Highway 101 Corridor improvements (FY 2017-18) in the Cutler City District; and

WHEREAS, the Agency adopted procedures for public contracts including construction and professional services contracts; and

WHEREAS, staff formally solicited and received bids for construction of the BayWalk Schooner Point Highway 101 Turnout Project, on property located in the Urban Renewal District and right-of-way of the Oregon Department of Transportation; and

WHEREAS, an Intergovernmental Agreement was entered into by the Agency and City Council on August 28, 2017;

WHEREAS, bids were opened on September 14, 2017, evaluated and the lowest responsible qualified bidder determined, and

WHEREAS, on September 15, 2017 a Notice of Intent to Award pursuant to OAR 137-049-0395 was provided to each Bidder; the last day to protest the Intent to Award was September 21, 2017; and

WHEREAS, the work to be performed under this contract constructs improvements to a gravel turnout along the Cutler Highway 101 Corridor to include: organized paved parking; low-maintenance landscaped, tapered island to control access and improve safety; designated pedestrian walkway which serves as a section of the

City's Head to Bay Trail and the Agency's BayWalk to connect the Taft waterfront on SW 51st Street with the Siletz Bay in the Cutler District; and historic interpretive signate.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. The above referenced Recitals are true and correct and incorporated herein by this reference.
2. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the proposals, as shown in bid tab results attached as **Exhibit A** hereto and incorporated by reference herein.
3. The Local Contract Review Board accepts the staff recommendation and approves an award of bid for construction services to Devils Lake Rock Co. in the amount of $207,500.00 plus a contingency of $20,750.00 (10% of the bid).
4. The basis for the award is the lowest qualified bidder.
5. This resolution grants authority to the City Manager to execute the contract.
6. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 23rd day of October, 2017.

Susan Kay Wahlke

SUSAN WAHLKE, Urban Renewal Agency Chair

ATTEST:

Cathy Steere

CATHY STEERE, City Recorder

EXHIBIT A

BID TAB

ITEMS	QUANTITY	UNIT	Devils Lake Rock Co.		Brown Contracting		Wildish Building Co	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
GENERAL BID ITEMS								
Mobilization	1	LS	$20,000.00	$20,000.00	$11,000.00	$11,000.00	$20,268.11	$20,268.11
Temporary Work Zone Traffic Control, Complete Including Flaggers & Temporary Pedestrian Routing	1	LS	$6,000.00	$6,000.00	$2,500.00	$2,500.00	$30,416.67	$30,416.67
Erosion Control	1	LS	$4,000.00	$4,000.00	$2,000.00	$2,000.00	$16,654.63	$16,654.63
Saw Cut & Removal of Asphalt	1	LS	$3,000.00	$3,000.00	$29,000.00	$29,000.00	$4,512.42	$4,512.42
Rectangular Weep Hole (8"x4"x 1/4" Steel Tubing)	225	FT	$40.00	$9,000.00	$50.00	$11,250.00	$58.94	$13,261.50
Sidewalk Drain Gravel Flow Spreader	22	EA	$50.00	$1,100.00	$165.00	$3,630.00	$44.16	$971.52
Aggregate Base (3/4" -0)	95	TN	$40.00	$3,800.00	$121.00	$11,495.00	$76.01	$7,220.95
Subgrade Wooven Geotextile	9000	SF	$0.50	$4,500.00	$0.25	$2,250.00	$2.45	$22,050.00
Level 3, 1/2" Dense HMAC, 4-inch Depth	250	TN	$125.00	$31,250.00	$98.00	$24,500.00	$172.34	$43,085.00
Concrete Standard Curb	100	FT	$35.00	$3,500.00	$89.00	$8,900.00	$24.44	$2,444.00
Concrete Curb & Gutter	576	FT	$37.00	$21,312.00	$50.00	$28,800.00	$35.49	$20,442.24
Concrete Moutable Curb	20	FT	$30.00	$600.00	$150.00	$3,000.00	$38.89	$777.80
Concrete Sidewalk & Ramps, 4-inch	3080	SF	$7.00	$21,210.00	$17.00	$51,510.00	$12.54	$37,936.20
Concrete Pavement Section, 6-inch	340	SF	$9.00	$3,060.00	$19.00	$6,460.00	$35.59	$12,100.60
Concrete Median, 4-inch	40	SF	$7.00	$280.00	$58.00	$2,320.00	$11.42	$456.80
Concrete Wall	65	FT	$250.00	$16,250.00	$310.00	$20,150.00	$406.12	$26,397.80
Curb Cut with Rock Flow Spreader	3	EA	$500.00	$1,500.00	$350.00	$1,050.00	$455.50	$1,366.50
Light Bollard	8	EA	$2,500.00	$20,000.00	$3,500.00	$28,000.00	$1,088.89	$8,711.12
Electrical Service Including Wiring & Conduits	1	LS	$22,263.00	$22,263.00	$23,000.00	$23,000.00	$17,497.41	$17,497.41
Barrier Posts	2	EA	$500.00	$1,000.00	$250.00	$500.00	$399.65	$799.30
Basalt Boulders	9	EA	$250.00	$2,250.00	$260.00	$2,340.00	$216.67	$1,950.03
Existing Landscape Repair	1	LS	$5,000.00	$5,000.00	$500.00	$500.00	$3,555.56	$3,555.56
American Beach Grass - Culms	630	EA	$2.50	$1,575.00	$3.00	$1,890.00	$2.33	$1,467.90
ADA Parking Striping, White Thermoplastic	1	LS	$1,500.00	$1,500.00	$2,800.00	$2,800.00	$255.56	$255.56
Parking Striping, 4" Thermoplastic	1	LS	$1,000.00	$1,000.00	$1,900.00	$1,900.00	$373.33	$373.33
Install Only - Interpretive Signs	3	EA	$300.00	$900.00	$350.00	$1,050.00	$344.39	$1,033.17
ADA Parking Sign	1	EA	$300.00	$300.00	$800.00	$800.00	$197.21	$197.21
Planting Soil - Sand	18	CY	$75.00	$1,350.00	$400.00	$7,200.00	$68.89	$1,240.02
Engineer's Estimate - $200,000.00								
TOTAL BID ITEMS				$207,500.00		$289,795.00		$297,503.35

RESOLUTION UR 2018-01

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON IN THE 2017-2018 FISCAL YEAR BUDGET

WHEREAS, the Finance Director has proposed certain budget appropriation transfers within the funds of the 2017-2018 Urban Renewal Agency of the City of Lincoln City budget; and

WHEREAS, the changes in departmental needs and staffing have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Urban Renewal Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth in the attached Exhibit "A"; and

WHEREAS, it appears to this Agency that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.463.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for Urban Renewal Agency of

the City of Lincoln City 2017-2018 Budget are hereby ratified and approved and the Finance Director is hereby authorized and directed to make said appropriation transfers.

This Resolution will become effective upon passage.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 14th day of May 2018.

Diana Hinton

DIANA HINTON, Chair

ATTEST:

Cathy Steere

CATHY STEERE, City Recorder

EXHIBIT A

SUMMARY OF BUDGET TRANSFERS

FUND: GENERAL FUND

	Resource	Amount		Expenditure	Amount
1			1	Materials & Services	32,034
2			2	Capital	-32,034
	Revised Total Resources	514,947		**Revised Total Requirements**	514,947

To provide funding for bond issuance costs

FUND: PROPERTY REHAB PROG

	Resource	Amount		Expenditure	Amount
1			1	Materials & Services	15,000
2			2	Special Payments	-15,000
	Revised Total Resources	545,802		**Revised Total Requirements**	545,802

To reallocate expenditures from special payments to materials and services

RESOLUTION NO. UR 2018-02

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2018-19 in the total of $3,821,575, now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2018, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 96,533
Materials & Services	146,429
Capital Outlay	276,901
TOTAL GENERAL FUND	**$ 519,863**

TAX INCREMENT FUND

Debt Service	$1,652,100
TOTAL TAX INCREMENT FUND	**$1,652,100**

PROPERTY REHABILITATION FUND

Materials & Services	$ 85,400
Special Payments	573,378
TOTAL PROPERTY REHABILITATION FUND	**$ 658,778**

URA CONSTRUCTION FUND

Capital Outlay	$ 990,834
TOTAL URA CONSTRUCTION FUND	**$ 990,834**

TOTAL APPROPRIATIONS ALL FUNDS	**$3,821,575**
TOTAL UNAPPROPRIATED ALL FUNDS	**$ 0**
TOTAL ADOPTED BUDGET	**$3,821,575**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area $53,054,454 of incremental value, which is approximately 20% of the maximum allowable incremental value, that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2018.

The above resolution statements were approved and declared adopted on this 11th day of June 2018.

Diana Hinton
DIANA HINTON, Chair

ATTEST:

Cathy Steere
CATHY STEERE, City Recorder

RESOLUTION UR 2018-03

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON IN THE 2017-2018 FISCAL YEAR BUDGET

WHEREAS, the Finance Director has proposed certain budget appropriation transfers within the funds of the 2017-2018 Urban Renewal Agency of the City of Lincoln City budget; and

WHEREAS, the changes in departmental needs and staffing have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Urban Renewal Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth in the attached Exhibit "A"; and

WHEREAS, it appears to this Agency that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.463.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for Urban Renewal Agency of

the City of Lincoln City 2017-2018 Budget are hereby ratified and approved and the Finance Director is hereby authorized and directed to make said appropriation transfers.

This Resolution will become effective upon passage.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 25th day of June 2018.

Diana Hinton

DIANA HINTON, Chair

ATTEST:

Cathy Steere

CATHY STEERE, City Recorder

EXHIBIT A

SUMMARY OF BUDGET TRANSFERS

FUND: GENERAL FUND

	Resource	Amount		Expenditure	Amount
1			1	Materials & Services	25,000
2			2	Capital	-25,000
	Revised Total Resources	514,947		**Revised Total Requirements**	514,947

To provide additional funding for property development

RESOLUTION NO. UR 2018-04

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID FROM RK CONCRETE CONSTRUCTION FOR CONSTRUCTION SERVICES FOR THE CUTLER DISTRICT HIGHWAY 101 (ROBY'S) SIDEWALK SECTION FROM SW 62nd TO SW 63rd STREETS

WHEREAS, the City Council acting as the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2018 the Agency approved and budgeted for Cutler Highway 101 Corridor improvements (FY 2018-19) in the Cutler City District; and

WHEREAS, the Agency adopted procedures for public contracts including construction and professional services contracts; and

WHEREAS, staff formally solicited and received bids for construction of the Cutler District Highway 101 (Roby's) Sidewalk Project from SW 62nd to SW 63rd Streets, on property located in the Urban Renewal District and right-of-way of the Oregon Department of Transportation; and

WHEREAS, an Intergovernmental Agreement with the Agency and City Council is pending;

WHEREAS, bids were opened on July 12, 2018, evaluated and the lowest responsible qualified bidder determined, and

WHEREAS, on August 1, 2018 a Notice of Intent to Award pursuant to OAR 137-049-0395 was provided to each Bidder; the last day to protest the Intent to Award was August 8, 2018; and

WHEREAS, the work to be performed under this contract constructs a sidewalk to complete a gap along Highway 101 from SW 62nd to SW 63rd Streets.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. The above referenced Recitals are true and correct and incorporated herein by this reference.
2. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the proposals, as shown in bid tab results attached as **Exhibit A** hereto and incorporated by reference herein.
3. The Local Contract Review Board accepts the staff recommendation and approves an award of bid for construction services to RK Concrete Construction in the amount of $124,051.18 plus a contingency of $12,405.00 (10% of the bid).
4. The basis for the award is the lowest responsive, responsible bidder.
5. This resolution grants authority to the City Manager to execute the contract.
6. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 13th day of August, 2018.

Diana Hinton

DIANA HINTON, Urban Renewal Agency Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

	Roby's Sidewalk			Engineer's Estimate		RK Concrete	
	ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	GENERAL BID ITEMS						
00210	Mobilization	1	LS	$10,000.00	$10,000.00	$11,250.00	$11,250.00
00225	Temporary Work Zone Traffic Control, Complete	1	LS	$5,000.00	$5,000.00	$3,624.00	$3,624.00
00280	Erosion Control	1	LS	$1,500.00	$1,500.00	$1,000.00	$1,000.00
00220	Pedestrian Bypass Plan	1	LS	$1,000.00	$1,000.00	$1,000.00	$1,000.00
00310	Demolition	1	LS	$2,000.00	$2,000.00	$8,100.00	$8,100.00
00320	Clear & Grubbing	1	LS	$2,000.00	$2,000.00	$12,500.00	$12,500.00
00759	Truncated Dome	6	EA	$100.00	$600.00	$925.00	$5,550.00
00759	Standard Concrete Curb, 6" Reveal	104	FT	$25.00	$2,600.00	$35.00	$3,640.00
00759	Concrete Curb & Gutter, 6" Reveal	440	FT	$35.00	$15,400.00	$38.00	$16,720.00
00759	Concrete Sidewalk & Ramps, 4" Depth	2412	SF	$10.00	$24,120.00	$7.99	$19,271.88
00759	Concrete Driveway, 6" Depth	534	SF	$12.00	$6,408.00	$14.23	$7,598.82
00641	Aggregate Base Rock 3/4"-0	200	CY	$50.00	$10,000.00	$60.00	$12,000.00
00490	Adjust Existing Valves	2	EA	$150.00	$300.00	$500.00	$1,000.00
00744	Level 3, 1/2" Dense HMAC, 8" depth	30	Ton	$200.00	$6,000.00	$272.00	$8,160.00
00744	Level 3, 1/2" Dense HMAC, 3" depth	15	Ton	$120.00	$1,800.00	$322.00	$4,830.00
00744	Asphalt Driveway Transition	556	SF	$10.00	$5,560.00	$3.33	$1,851.48
00860	Longitudinal Paint Stripe - White - 4"	400	FT	$2.00	$800.00	$3.00	$1,200.00
00860	Pavement Legend, Type AB-Stop Bar	2	EA	$540.00	$1,080.00	$325.00	$650.00
00860	Pavement Legend, Type AB-Crosswalk	1	LS	$2,000.00	$2,000.00	$925.00	$925.00
00905	Relocate Stop Sign	2	EA	$500.00	$1,000.00	$390.00	$780.00
01040	Top Soil	5	CY	$100.00	$500.00	$380.00	$1,900.00
01040	Grass Seed	1	LS	$3,000.00	$3,000.00	$500.00	$500.00
	TOTAL BID ITEMS				$102,668.00		$124,051.18

RESOLUTION NO. UR 2019-01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF LINCOLN CITY APPROVING AN AWARD OF BID FROM PLEASANT HILL DEVELOPMENT, LLC FOR CONSTRUCTION SERVICES FOR THE CONSTRUCTION OF SW JETTY REALIGNMENT

WHEREAS, the City Council acting as the Urban Renewal Agency (Agency) of Lincoln City is the Local Contract Review Board for the Agency; and

WHEREAS, in 2018 the Agency approved and budgeted for Cutler Highway 101 Corridor improvements (FY 2018-19) in the Cutler City District; and

WHEREAS, the Agency adopted procedures for public contracts including construction and professional services contracts; and

WHEREAS, staff formally solicited and received bids for construction of the SW Jetty Avenue Realignment Project, on property located in the Urban Renewal District and right-of-way of the Oregon Department of Transportation; and

WHEREAS, an Intergovernmental Agreement was entered into by the Agency and City Council on December 10, 2018;

WHEREAS, bids were opened on January 10, 2019, evaluated and the lowest responsible qualified bidder determined, and

WHEREAS, on January 11, 2019 a Notice of Intent to Award pursuant to OAR 137-049-0395 was provided to each Bidder; the last day to protest the Intent to Award was January 18, 2019; and

WHEREAS, the work to be performed under this contract constructs a new SW Jetty Avenue that intersects perpendicular with Highway 101.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY ACTING AS LOCAL CONTRACT REVIEW BOARD RESOLVES AS FOLLOWS:

1. The above referenced Recitals are true and correct and incorporated herein by this reference.
2. The Urban Renewal Agency acting as Local Contract Review Board hereby approves the Staff evaluation of the proposals, as shown in bid tab results attached as **Exhibit A** hereto and incorporated by reference herein.
3. The Local Contract Review Board accepts the staff recommendation and approves an award of bid for construction services to Pleasant Hill Development, LLC in the amount of $169,698.99 plus a contingency of $16,970.00 (10% of the bid).
4. The basis for the award is the lowest responsive, responsible bidder.
5. This resolution grants authority to the City Manager to execute the contract.
6. This resolution is effective as of the date of adoption.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 28th day of January, 2019.

Diana Hinton

Diana Hinton, Urban Renewal Agency Chair

ATTEST:

Cathy Steere

CATHY STEERE, City Recorder

BID TAB

	Jetty Ave. Realignment			Engineer's Estimate		Pleasant Hill Dev.		K&E Excavating		Devils Lake Rock		Emery & Sons		RK Concrete	
	ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	GENERAL BID ITEMS														
00210	Mobilization	1	LS	$20,000.00	$30,000.00	$2,500.00	$2,500.00	$20,000.00	$20,000.00	$16,370.00	$16,370.00	$31,500.00	$31,500.00	$22,600.00	$22,600.00
00220	Pedestrian Management	1	LS	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$4,400.00	$4,400.00	$3,500.00	$3,500.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
00225	Temporary Work Zone Traffic Control	1	LS	$8,000.00	$8,000.00	$1,500.00	$1,500.00	$9,300.00	$9,300.00	$4,536.00	$4,536.00	$15,000.00	$15,000.00	$4,500.00	$4,500.00
00280	Erosion Control	1	LS	$2,000.00	$2,000.00	$500.00	$500.00	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00
00320	Clear & Grubbing	1	LS	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$7,560.00	$7,560.00
00320	Earthwork (Cut, Fill, Import, Export)	925	CY	$20.00	$18,500.00	$27.08	$25,049.00	$15.00	$13,875.00	$18.54	$17,149.50	$32.00	$29,600.00	$76.00	$70,300.00
00415	Video Inspection	161	FT	$1.00	$161.00	$12.42	$1,999.62	$5.00	$805.00	$6.20	$998.20	$2.50	$402.50	$3.50	$563.50
00445	8-inch, PVC 3034 pipe, Class "B" Backfill, 0-10 feet	18	FT	$50.00	$900.00	$55.56	$1,000.08	$50.00	$900.00	$72.60	$1,306.80	$80.00	$1,440.00	$113.60	$2,044.80
00445	8-inch, DI pipe, Class "B" Backfill, 0-10 feet	102	FT	$75.00	$7,650.00	$39.22	$4,000.44	$65.00	$6,630.00	$69.30	$7,068.60	$95.00	$9,690.00	$113.60	$11,587.20
00445	10-inch, DI pipe, Class "B" Backfill, 0-10 feet	46	FT	$100.00	$4,600.00	$32.61	$1,500.06	$85.00	$3,910.00	$81.40	$3,744.40	$105.00	$4,830.00	$117.60	$5,409.60
00470	Catch Basin, G-1	2	EA	$3,000.00	$6,000.00	$950.00	$1,900.00	$3,000.00	$6,000.00	$3,196.55	$6,393.10	$1,700.00	$3,400.00	$1,950.00	$3,900.00
00470	Catch Basin, Type 3	1	EA	$1,500.00	$1,500.00	$900.00	$900.00	$3,000.00	$3,000.00	$3,494.00	$3,494.00	$2,000.00	$2,000.00	$2,150.00	$2,150.00
	Nyoplast Overflow Structure	1	LS	$500.00	$500.00	$500.00	$500.00	$2,000.00	$2,000.00	$1,176.00	$1,176.00	$1,250.00	$1,250.00	$7,125.00	$7,125.00
00490	Minor Manhole Adjustment	1	EA	$1,000.00	$1,000.00	$250.00	$250.00	$1,500.00	$1,500.00	$500.00	$500.00	$500.00	$500.00	$1,000.00	$1,000.00
00759	Concrete Curb & Gutter	591	FT	$30.00	$17,730.00	$23.69	$14,000.79	$30.00	$17,730.00	$42.55	$25,147.05	$47.00	$27,777.00	$44.77	$26,459.07
00759	Pervious Concrete Sidewalk & Ramp	2860	SF	$12.00	$34,320.00	$12.24	$35,006.40	$11.00	$31,460.00	$14.50	$41,470.00	$11.00	$31,460.00	$10.44	$29,858.40
00759	Concrete Driveway	630	SF	$15.00	$9,450.00	$20.16	$12,700.80	$25.00	$15,750.00	$22.85	$14,395.50	$14.75	$9,292.50	$14.38	$9,059.40
00759	Truncated Dome	4	EA	$200.00	$800.00	$500.00	$2,000.00	$500.00	$2,000.00	$253.00	$1,012.00	$300.00	$1,200.00	$200.00	$800.00
00641	Aggregate Base Rock 3/4"-0	200	TN	$25.00	$5,000.00	$20.00	$4,000.00	$35.00	$7,000.00	$37.75	$7,550.00	$63.00	$12,600.00	$30.00	$6,000.00
00745	Level 3, 1/2" Dense HMAC, 4" depth	560	SY	$30.00	$16,800.00	$46.43	$26,000.80	$25.00	$14,000.00	$34.80	$19,488.00	$26.00	$14,560.00	$28.00	$15,680.00
00745	Level 3, 1/2" Dense HMAC, 8" Thick	25	TN	$175.00	$4,375.00	$360.00	$9,000.00	$150.00	$3,750.00	$187.00	$4,675.00	$115.00	$2,875.00	$124.44	$3,111.00
00865	Stripping, Durable Methon A or B	1	LS	$2,500.00	$2,500.00	$1,200.00	$1,200.00	$2,500.00	$2,500.00	$4,165.00	$4,165.00	$3,300.00	$3,300.00	$990.00	$990.00
	Remove Existing Stripping	1	LS	$500.00	$500.00	$900.00	$900.00	$1,500.00	$1,500.00	$1,725.00	$1,725.00	$1,600.00	$1,600.00	$750.00	$750.00
00867	Pavement Legend, Type AB-Stop Bar	1	EA	$540.00	$540.00	$250.00	$250.00	$150.00	$150.00	$150.00	$150.00	$140.00	$140.00	$290.00	$290.00
00867	Pavement Legend, Type AB-Arrows	6	EA	$250.00	$1,500.00	$125.00	$750.00	$300.00	$1,800.00	$288.00	$1,728.00	$265.00	$1,590.00	$377.00	$2,262.00
00867	Pavement Legend, Type AB-Crosswalk	1	LS	$1,000.00	$1,000.00	$750.00	$750.00	$850.00	$850.00	$920.00	$920.00	$850.00	$850.00	$335.00	$335.00
00900	Signs	1	LS	$250.00	$250.00	$1,500.00	$1,500.00	$600.00	$600.00	$1,000.00	$1,000.00	$1,050.00	$1,050.00	$575.00	$575.00
01160	Relocate Fire Hydrant	1	LS	$4,000.00	$4,000.00	$500.00	$500.00	$6,000.00	$6,000.00	$3,400.00	$3,400.00	$2,500.00	$2,500.00	$3,480.00	$3,480.00
01030	Seeding & Soil Preparation	1000	SF	$2.00	$2,000.00	$1.00	$1,000.00	$1.00	$1,000.00	$1.00	$1,000.00	$2.00	$2,000.00	$3.25	$3,250.00
	Vault, 4'x8' Wigh Padmount Transformer	1	EA	$10,000.00	$10,000.00	$4,100.00	$4,100.00	$7,500.00	$7,500.00	$6,068.55	$6,068.55	$7,500.00	$7,500.00	$5,822.00	$5,822.00
	Conduits (3")	210	FT	$20.00	$4,200.00	$2.10	$441.00	$35.00	$7,350.00	$28.00	$5,880.00	$55.00	$11,550.00	$37.28	$7,828.80
	Construction Staking	1	LS	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$3,500.00	$3,500.00	$6,000.00	$6,000.00	$8,000.00	$8,000.00	$3,500.00	$3,500.00
	TOTAL BID ITEMS				$207,776.00		$169,698.99		$203,760.00		$215,510.70		$247,457.00		$263,790.97

RESOLUTION NO. UR 2019-02

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2019-20 in the total of $3,989,089, now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2019, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 58,453
Materials & Services	112,402
Capital Outlay	113,695
TOTAL GENERAL FUND	**$ 284,550**

TAX INCREMENT FUND

Debt Service	$1,831,178
TOTAL TAX INCREMENT FUND	**$1,831,178**

PROPERTY REHABILITATION FUND

Materials & Services	$ 80,400
Special Payments	880,029
TOTAL PROPERTY REHABILITATION FUND	**$ 960,429**

URA CONSTRUCTION FUND

Capital Outlay	$ 500,000
Transfers Out	412,932
TOTAL URA CONSTRUCTION FUND	**$ 912,932**

TOTAL APPROPRIATIONS ALL FUNDS	**$3,989,089**
TOTAL UNAPPROPRIATED ALL FUNDS	**$ 0**
TOTAL ADOPTED BUDGET	**$3,989,089**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area $56,204,456 of incremental value, which is approximately 20% of the maximum allowable incremental value, that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2019.

The above resolution statements were approved and declared adopted on this 10th day of June 2019.

RICK MARK, Chair

ATTEST:

CATHY STEERE, City Recorder

After Recording Return To:

City Recorder
City of Lincoln City
PO Box 50
Lincoln City, OR 97367

Lincoln County, Oregon
03/11/2020 09:27:23 AM
DOC-RES
2020-02628
Cnt=1 Pgs=112 Stn=20
$560.00 $11.00 $60.00 $10.00 $7.00 - Total =$648.00

00179608202000026281121121

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED FOR ATTACHMENT TO THE ACCOMPANYING DOCUMENT AS PROVIDED BY OREGON REVISED STATUTES 205.234. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE DOCUMENT ITSELF.

DOCUMENT NAME: **RESOLUTION UR 2019-03:**
A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGONE APPROVING A MINOR AMENDMENT TO THE AMENDED AND RESTATED YEAR 2000 DEVELOPMENT PLAN, REMOVING TAX EXEMPT PROPERTY AND PUBLIC RIGHT OF WAY.

NAME OF PARTY: **City of Lincoln City**
PO Box 50
801 S. Hwy 101
Lincoln City, OR 97367

RESOLUTION NO. UR 2019-03

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON APPROVING A MINOR AMENDMENT TO THE AMENDED AND RESTATED YEAR 2000 DEVELOPMENT PLAN, REMOVING TAX EXEMPT PROPERTY AND PUBLIC RIGHT OF WAY

WHEREAS, City Council adopted a Substantial Amendment to the Year 2000 Urban Renewal Plan on August 25, 2014 by Ordinance 2014-20; and

WHEREAS, these actions were compiled in an updated plan titled The Amended and Restated Year 2000 Development Plan (the "Plan"); and

WHEREAS, the Agency desires to amend the Plan by removing tax exempt property and public right of way; and

WHEREAS, this removal of property and right of way has been approved by Columbia Bank, the holder of the existing debt for the Plan; and

WHEREAS, this Minor Amendment has been prepared in conformance with the requirements of Section 12000 – Future Amendment to the Year 2000 (Urban Renewal) Development Plan and ORS Chapter 457; and

WHEREAS, a minor amendment requires approval by the Lincoln City Urban Renewal Agency by resolution; and

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Approval of Minor Amendment. The Agency hereby approves the Minor Amendment attached hereto as Exhibit A, which amends the Amended and Restated Year 2000 (Urban Renewal) Development Plan,

Section 2. Effective Date. This resolution shall be effective upon its adoption.

Section 3. Transmittal to County Assessor. This resolution and legal description of the resulting Year 2000 Urban Renewal Area will be transmitted to the Lincoln County Assessor once the legal description is complete.

ADOPTED this 9th day of December, 2019.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY _____
Diana Hinton, Chair

ATTEST:

_____
Cathy Steere, City Recorder

Attachment:

Exhibit A: Minor Amendment to Year 2000 (Urban Renewal) Development Plan

Exhibit A

The Amended and Restated Year 2000 Development Plan (the "Plan") is amended as follows:

The boundary of the Plan is adjusted by removing tax exempt property and right of way. The Acreage to be Removed is shown in Table 1 and Figure 1. The boundary after the amendment is shown in Figure 2.

The list of properties and right of way to be removed is shown below in Table 1.

Table 1 - Acreage to be Removed

MapTaxlot	GIS_Acres	Owner	Exempt_Reason
06-11-35-CB-00100-00	0.633	CITY	SAL LA SEA PROPERTY
07-11-02-BB-01800-00	1.806	CTSI	CASINO PARKING
07-11-02-BB-01900-00	1.950	LSSR	LSSR DRAINAGE
07-11-02-BB-02700-00	1.174	LSSR	LSSR DRAINAGE
07-11-02-BD-01202-00	0.111	ODOT	ODOT SLOPE
07-11-02-BD-01203-00	0.306	CITY	PUMP STATION
07-11-02-CB-03500-00	0.115	PACIFICORP	SUBSTATION
07-11-02-CB-03600-00	0.119	PACIFICORP	SUBSTATION
07-11-02-CB-03899-00	0.001	COUNTY	ROW SLIVER
07-11-03-A0-00100-00	1.660	LSSR	LSSR
07-11-03-A0-00200-00	3.945	LSSR	LSSR DRAINAGE
07-11-03-A0-00500-00	9.400	CTSI	LOT 51
07-11-03-A0-00600-00	1.963	LSSR	LSSR DRAINAGE
07-11-03-A0-00700-00	2.760	CTSI	CASINO
07-11-03-A0-00800-00	0.137	LSSR	CTSI WAR MEMORIAL
07-11-03-A0-00900-00	3.048	CTSI	CTSI PARKING
07-11-03-A0-01300-00	6.045	CTSI	PLACED INTO TRUST
07-11-03-A0-01400-00	3.057	CTSI	CTSI PARKING
07-11-03-A0-01500-00	2.124	CTSI	CTSI PARKING
07-11-03-A0-01600-00	1.421	CTSI	PLACED INTO TRUST
07-11-03-A0-01700-00	0.794	CTSI	CTSI BUSINESS
07-11-03-A0-01900-00	1.082	CTSI	CTSI DRAINAGE
07-11-03-DC-12200-00	0.507	CITY	PUMP STATION
07-11-10-AD-05000-00	2.083	CITY	COMMUNITY CENTER
07-11-10-DA-09199-00	0.095	CITY ROW	CITY ROW
07-11-10-DB-00100-00	0.142	UR	COMMUNITY GARDEN
07-11-10-DB-01700-00	0.104	UR	COMMUNITY GARDEN
07-11-10-DB-13400-00	0.103	UR	PUBLIC RESTROOMS

MapTaxlot	GIS_Acres	Owner	Exempt_Reason
07-11-10-DB-13500-00	0.151	UR	PARKING LOT
07-11-10-DB-13600-00	0.164	UR	PARKING LOT
07-11-10-DB-14900-00	0.115	UR	PARKING LOT
07-11-10-DB-15001-00	0.135	UR	PARKING LOT
07-11-10-DB-18801-00	0.103	UR ROW	CITY ROW
07-11-10-DB-20100-00	0.114	UR	PARKING LOT
07-11-10-DC-00501-00	0.056	CITY ROW	CITY ROW
07-11-10-DD-00100-00	0.211	CITY PTN ROW	PARKING LOT AND ROW
07-11-10-DD-00200-00	0.230	UR	PARKING LOT
07-11-11-BC-00300-00	6.589	CITY	PARK
07-11-11-BC-00700-00	2.545	CITY	COMMUNITY CENTER PARKING
07-11-15-AB-15600-00	0.510	CITY	CITY UNDEVELOPED
07-11-15-AB-15700-00	0.209	CITY	CITY UNDEVELOPED
07-11-15-AB-15800-00	0.205	CITY	CITY UNDEVELOPED
07-11-15-AB-15900-00	0.063	CITY	CITY UNDEVELOPED
07-11-15-AC-00101-00	4.252	STATE	D RIVER WAYSIDE
07-11-15-AC-03601-00	0.008	CITY	SE 1ST ST LAKE ACCESS
07-11-15-AD-00200-00	0.648	CITY	CITY UNDEVELOPED
07-11-15-AD-00300-00	0.597	CITY	CITY UNDEVELOPED
07-11-15-AD-00400-00	0.776	CITY	CITY OPEN SPACE
07-11-15-AD-00500-00	1.030	STATE	STATE PARK
07-11-15-DB-12102-00	0.030	CITY	BURGER KING APPROACH
07-11-15-DC-13000-00	0.505	CITY	PARK PARKING
07-11-15-DD-01900-00	0.182	CITY	CITY HALL
07-11-15-DD-02100-00	0.075	CITY	CITY HALL
07-11-15-DD-02200-00	0.086	CITY	CITY HALL
07-11-15-DD-02300-00	0.133	CITY	CITY HALL
07-11-15-DD-02400-00	0.132	CITY	CITY HALL
07-11-15-DD-04902-00	0.131	CITY	STORM DRAINAGE
07-11-22-AD-02400-00	1.008	CITY	CITY OPEN SPACE
07-11-22-CD-13600-00	0.985	COUNTY	COUNTY STREAM
07-11-22-CD-13603-00	0.386	CITY	NEAR EAGLES
07-11-22-CD-13604-00	0.077	CITY	NEAR EAGLES
07-11-22-DA-00700-00	0.126	CITY	CITY OPEN SPACE
07-11-22-DB-00100-00	14.248	CITY	CITY OPEN SPACE
07-11-22-DC-03100-00	1.138	COUNTY	COUNTY STREAM
07-11-27-BA-11200-00	0.994	CITY	SW 35TH PRKG AND DRAIN

MapTaxlot	GIS_Acres	Owner	Exempt_Reason
07-11-27-BA-11202-00	0.023	CITY	PARKING LOT DRIVE
07-11-27-BA-11700-00	0.065	CITY	PARKING LOT
07-11-27-BA-11800-00	0.179	CITY	PARKING LOT
07-11-27-BA-12101-00	0.144	CITY	OLD SE 32ND
07-11-27-BA-12400-00	0.084	CITY	PUMP STATION
07-11-27-BA-12500-00	0.101	CITY	PUMP STATION
07-11-27-DC-05100-00	0.125	CITY ROW	ROW
07-11-27-DC-05500-00	0.044	CITY ROW	ROW
07-11-27-DC-05601-00	0.064	CITY ROW	ROW
07-11-27-DD-01001-00	0.086	UR ROW	ROW
07-11-27-DD-01002-00	0.063	UR	COMMUNITY GARDEN
07-11-27-DD-01100-00	0.356	UR	PARKING LOT
07-11-27-DD-01200-00	0.782	UR	PARKING LOT
07-11-27-DD-03500-00	6.391	LCSD	SCHOOL DISTRICT
07-11-27-DD-04500-00	0.143	COUNTY	SCHOOL DISTRICT
07-11-27-DD-04600-00	0.092	LCSD	SCHOOL DISTRICT
07-11-27-DD-04700-00	0.092	LCSD	SCHOOL DISTRICT
07-11-34-AA-04600-00	1.119	CITY	PARK
07-11-34-AB-00500-00	0.115	UR	PUBLIC RESTROOMS
07-11-34-AB-00700-00	0.115	UR	PARKING LOT
07-11-34-AB-01000-00	0.459	UR	PARKING LOT
07-11-34-AD-00300-00	0.213	UR	BAY WALK
07-11-34-BA-00400-00	0.616	CITY	PARK
07-11-34-DA-00300-00	0.476	USFW	FISH AND WILDLIFE
07-11-34-DA-04802-00	2.780	CITY	CITY UNDEVELOPED
07-11-34-DA-04900-00	0.199	PACIFICORP	SUBSTATION
07-11-34-DA-05400-00	7.742	COUNTY	COUNTY OPEN SPACE
07-11-34-DB-01700-00	0.066	CITY	PUMP STATION
07-11-34-DB-02198-00	0.016	COUNTY	COUNTY UNDEVELOPED
07-11-34-DB-02199-00	0.012	COUNTY	COUNTY UNDEVELOPED
07-11-34-DC-00197-00	0.554	CITY	PARK
07-11-34-DC-00401-00	0.013	CITY	PARK
07-11-34-DC-10700-00	0.115	CITY	PARK
07-11-34-DC-10900-00	0.115	CITY	PARK
07-11-34-DD-03200-00	0.216	CITY	CITY UNDEVELOPED
07-11-34-DD-08303-00	23.013	COUNTY	COUNTY OPEN SPACE
07-11-34-DD-08500-00	1.852	CITY	CITY UNDEVELOPED

MapTaxlot	GIS_Acres	Owner	Exempt_Reason
	3.251	CITY ROW	ROW TO WECOMA PUMP STATION
	3.863	CITY ROW	ROW TO SAL LA SEA
	0.251	CITY ROW	ROW
Total	**141.634**		

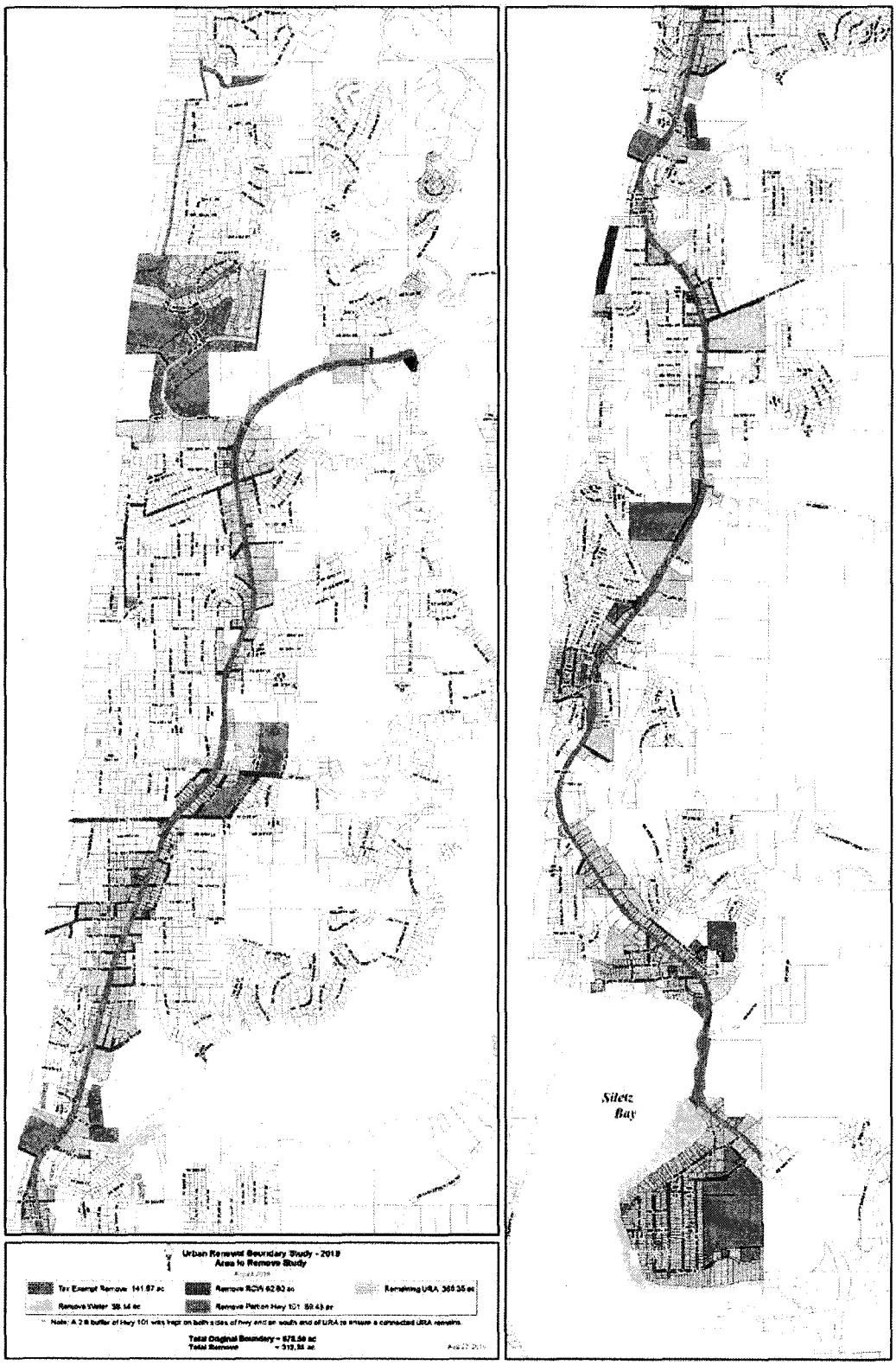
The Assessed Value and Acreage to total Lincoln City values is shown in Table 2.

Table 2 - Assessed Value to Acreage

Urban Renewal Area	Acres	Frozen Base/Assessed Value
Total in 2000 Development Plan Area – Prior to Amendment	673.42	$62,489,095
Acreage to be removed in Tax lots and Right of Way	310.95	
Y2000 After Amendment	362.47	
City of Lincoln City		$1,858,471,488
Excess Value – SAL 4e		$281.350,423
City (less urban renewal excess)	3,830.44	$1,577,121,065*
25% limitation	957.61	
Acreage available for other URAs	595.14	
Total Amount of City in Urban Renewal Area	*9.46%*	*3.96%*

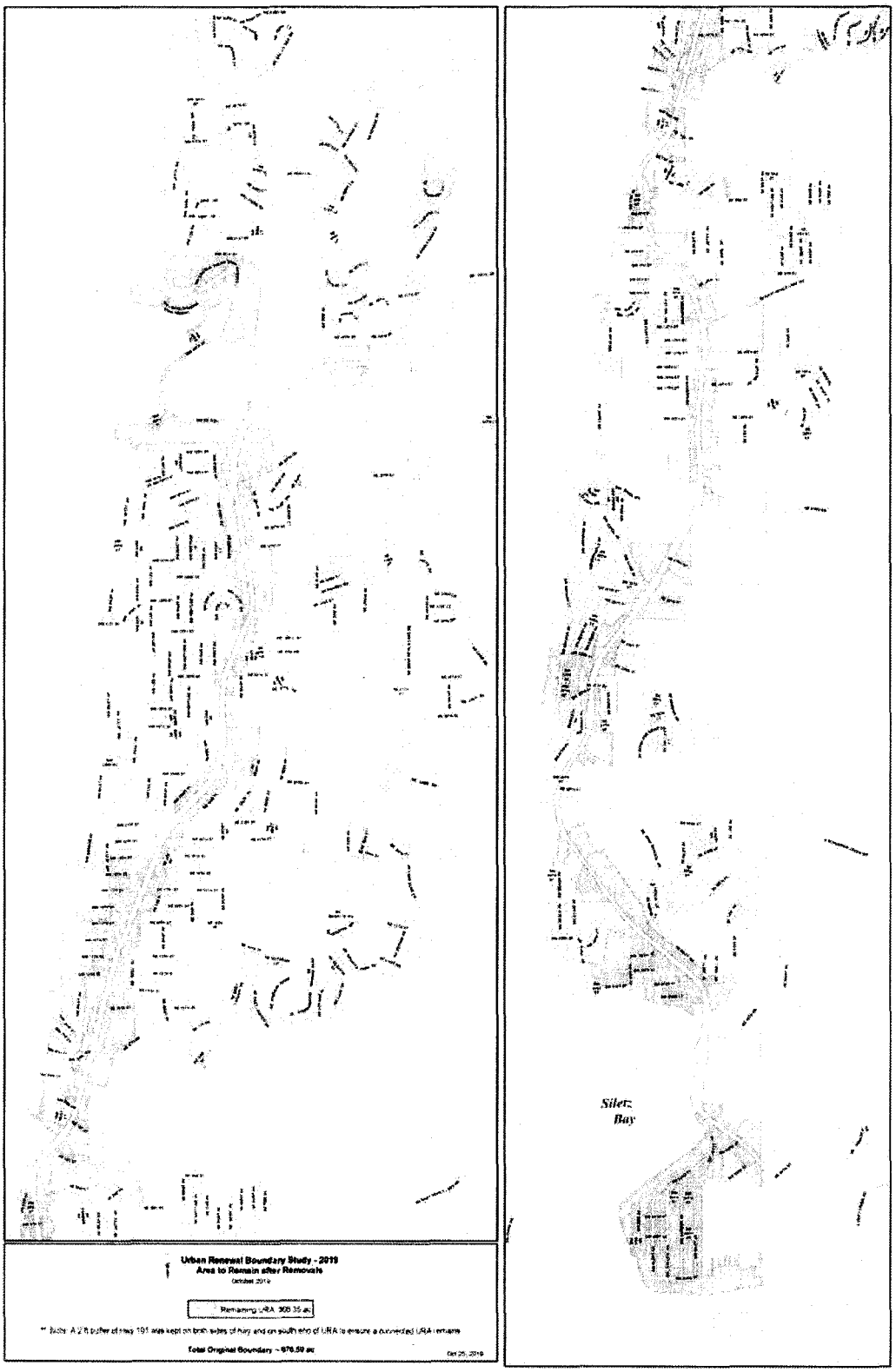
*AV is updated to FY 2019/20 data. Lincoln City under-levies each year, not using the full amount of excess value available. However, for computations of available AV, the full amount of excess value must be used.

1 Figure 1 – Acreage to be Removed



2
3

1 Figure 2 – Y2000 Boundary After Removal of Acreage



2

AKS ENGINEERING & FORESTRY, LLC
12965 SW Herman Road, Suite 100, Tualatin, OR 97062
P: (503) 563-6151 | www.aks-eng.com
AKS Job #7830
OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

LEGAL DESCRIPTION

City of Lincoln City
Urban Renewal Area

Tracts of land and road rights-of-way located in the Northeast One-Quarter, Northwest One-Quarter and the Southwest One-Quarter of Section 2, the Northeast One-Quarter and the Southeast One-Quarter of Section 3, the Northeast One-Quarter and the Southeast One-Quarter of Section 10, the Northwest One-Quarter of Section 11, the Northeast One-Quarter, the Southwest One-Quarter and the Southeast One-Quarter of Section 15, the Northeast One-Quarter, the Southwest One-Quarter and the Southeast One-Quarter of Section 22, the Northwest One-Quarter, the Southwest One-Quarter and the Southeast One-Quarter of Section 27, the Northeast One-Quarter, the Northwest One-Quarter, the Southwest One-Quarter and the Southeast One-Quarter of Section 34, and the Southwest One-Quarter of Section 35, Township 7 South, Range 11 West, and the Northeast One-Quarter of Section 3, Township 8 South, Range 11 West, Willamette Meridian, City of Lincoln City, Lincoln County, Oregon, and being more particularly described as follows:

Beginning at the northeast corner of Section 3, Township 8 South, Range 11 West (Assessor's Map 07.11.34DD);

1. Thence along the easterly line of said Section 3, Township 8 South, Range 11 West, Southerly 143 feet, more or less, to the Mean High Water Line of Drift Creek (Assessor's Map 07.11.34DD);
2. Thence along said Mean High Water Line, and continuing along the Mean High Water Line of Siletz Bay, Northwesterly 3,018 feet, more or less, to the southerly right-of-way line of SW 66th Street (Assessor's Map 07.11.34DC);
3. Thence along said southerly right-of-way line, Easterly 153 feet, more or less, to the westerly right-of-way line of SW Ebb Avenue (Assessor's Map 07.11.34DC);
4. Thence along said westerly right-of-way line, Southerly 200 feet, more or less, to the easterly extension of the southerly line of Lot 9, Block 3, of the plat of "Cutler" (Assessor's Map 07.11.34DC);
5. Thence along said easterly extension, Easterly 40 feet, more or less, to the easterly right-of-way line of SW Ebb Avenue (Assessor's Map 07.11.34DC);
6. Thence along said easterly right-of-way line, Northerly 200 feet, more or less, to the southerly right-of-way line of SW 66th Street (Assessor's Map 07.11.34DC);
7. Thence along said southerly right-of-way line, Easterly 52 feet, more or less, to the southerly extension of the easterly right-of-way line of SW Ebb Avenue (Assessor's Map 07.11.34DC);
8. Thence along said southerly extension and said easterly right-of-way line, Northerly 586 feet, more or less, to the northwesterly line of the plat of "Cutler" (Assessor's Map 07.1134DC);

9. Thence along said northwesterly line, Southwesterly 31 feet, more or less, to the easterly right-of-way line SW Ebb Avenue (Assessor's Map 07.11.34DB);
10. Thence along said easterly right-of-way line, Northerly 77 feet, more or less, to the northerly right-of-way line of SW Ebb Avenue (Assessor's Map 07.11.34DB);
11. Thence along said northerly right-of-way line, Westerly 116 feet, more or less, to the most westerly right-of-way line of SW Ebb Avenue (Assessor's Map 07.11.34DB);
12. Thence along said most westerly right-of-way line, Southerly 56 feet, more or less, to the northerly line of Partition Plat Number 1995-11 (Assessor's Map 07.11.34DC);
13. Thence along said northerly line, Easterly 80 feet, more or less, to the westerly right-of-way line of SW Ebb Avenue (Assessor's Map 07.11.34DC);
14. Thence along said westerly right-of-way line, Southerly 525 feet, more or less, to the northerly right-of-way line of SW 66th Street (Assessor's Map 07.11.34DC);
15. Thence along said northerly right-of-way line, Westerly 219 feet, more or less, to the Mean High Water Line of Siletz Bay (Assessor's Map 07.11.34DC);
16. Thence along said Mean High Water Line, Northerly 320 feet, more or less, to the northerly line of Book 83, Page 652, also being the southerly line of Josephine Young Park (Assessor's Map 07.11.34DC);
17. Thence along said northerly line, Easterly 56 feet, more or less, to the northwesterly line of the plat of "Cutler" (Assessor's Map 07.11.34DC);
18. Thence along said northwesterly line, Northeasterly 78 feet, more or less, to the northerly right-of-way line of SW 65th Street (Assessor's Map 07.11.34DC);
19. Thence along northerly right-of-way line, Easterly 37 feet, more or less, to a line parallel with and 35.00 feet westerly of the easterly line of Lot 6, Block 1 of the plat of "Cutler" (Assessor's Map 07.11.34DC);
20. Thence along said parallel line, Northerly 31 feet, more or less, to the northwesterly line of said plat (Assessor's Map 07.11.34DC);
21. Thence along said northwesterly line, Northeasterly 108 feet, more or less, to the southerly line of Partition Plat Number 1995-11, also being the northerly line of Josephine Young Park (Assessor's Map 07.11.34DC);
22. Thence along said southerly line, and the westerly extension thereof, Westerly 269 feet, more or less, to the Mean High Water Line of Siletz Bay (Assessor's Map 07.11.34DC);
23. Thence along said Mean High Water Line, Northeasterly 868 feet, more or less, to the northwesterly extension of the northeasterly line of Lot 1, Block 1 of the plat of "Bayview Addition to Cutler Townsite" (Assessor's Map 07.11.34DB);
24. Thence along said northwesterly extension and the northeasterly line of said Lot 1, Block 1, Southeasterly 256 feet, more or less, to the northwesterly right-of-way line of SW 62nd Street (Assessor's Map 07.11.34DB);
25. Thence along said northwesterly right-of-way line, Northeasterly 12 feet, more or less, to the southwesterly line of Lot 8, Block 2 of said plat (Assessor's Map 07.11.34DB);
26. Thence along said southwesterly line, and the northwesterly extension thereof, Northwesterly 256 feet, more or less, to the Mean High Water Line of Siletz Bay (Assessor's Map 07.11.34DB);

27. Thence along said Mean High Water Line, Northeasterly 1,552 feet, more or less, to the southwesterly extension of the northwesterly line of Parcel 1 of Instrument Number 201208837 (Assessor's Map 07.11.34AD);
28. Thence along said southwesterly extension, and the said northwesterly line, Northeasterly 61 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.34AD);
29. Thence along said westerly right-of-way line, Northerly 1,965 feet, more or less, to the easterly south line of the plat of "Water's Edge Condominiums" (Assessor's Map 07.11.34AA Supplemental Map No. 1);
30. Thence along said easterly south line, Westerly 186 feet, more or less, to the southerly east line of said plat (Assessor's Map 07.11.34AA Supplemental Map No. 1);
31. Thence along said southerly east line, and the southerly extension thereof, Southerly 211 feet, more or less, to the Low Water Line of Siletz Bay (Assessor's Map 07.11.34AA);
32. Thence along said Low Water Line, Westerly 556 feet, more or less, to the easterly line of the plat of "The Dock of the Bay Condominium" (Assessor's Map 07.11.34AB Supplemental Map No. 2);
33. Thence along said easterly line, Northerly 317 feet, more or less, to the southerly right-of-way line of SW 51st Street (Assessor's Map 07.11.34AB);
34. Thence along said southerly right-of-way line, Westerly 150 feet, more or less, to the westerly line of the plat of "The Dock of the Bay Condominium" (Assessor's Map 07.11.34AB Supplemental Map No. 2);
35. Thence along said westerly line, Southerly 292 feet, more or less, to the Low Water Line of Siletz Bay (Assessor's Map 07.11.34AB);
36. Thence along said Low Water Line, Westerly 192 feet, more or less, to the westerly line of Instrument Number 201206216 (Assessor's Map 07.11.34AB);
37. Thence along said westerly line, and the northerly extension thereof, Northerly 211 feet, more or less, to a line parallel with and 2.00 feet northerly of the southerly right-of-way line of SW 51st Street (Assessor's Map 07.11.34AB);
38. Thence along said parallel line, Easterly 372 feet, more or less, to the northerly extension of the easterly line of Instrument Number 201805077 (Assessor's Map 07.11.34AB);
39. Thence along said northerly extension, Southerly 2 feet, more or less, to the southerly right-of-way line of SW 51st Street (Assessor's Map 07.11.34AB);
40. Thence along said southerly right-of-way line, Easterly 314 feet, more or less, to the westerly right-of-way line of SW 52nd Court (Assessor's Map 07.11.34AB);
41. Thence along said westerly right-of-way line, Southerly 170 feet, more or less, to the northerly right-of-way line of SW 52nd Court (Assessor's Map 07.11.34AB);
42. Thence along said northerly right-of-way line, Westerly 313 feet, more or less, to the westerly right-of-way line of SW 52nd Court (Assessor's Map 07.11.34AB);
43. Thence along said westerly right-of-way line, Southerly 30 feet, more or less, to the southerly right-of-way line of SW 52nd Court (Assessor's Map 07.11.34AB);
44. Thence along said southerly right-of-way line, Easterly 343 feet, more or less, to the easterly right-of-way line of SW 52nd Court (Assessor's Map 07.11.34AA);

45. Thence along said easterly right-of-way line, Northerly 210 feet, more or less, to the southerly right-of-way line of SW 51st Street (Assessor's Map 07.11.34AA);
46. Thence along said southerly right-of-way line, Easterly 206 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.34AA);
47. Thence along said westerly right-of-way line, Northerly 70 feet, more or less, to the northerly right-of-way line of SW 51st Street (Assessor's Map 07.11.34AA);
48. Thence along said northerly right-of-way line, Westerly 315 feet, more or less, to the westerly line of Lot 35, Block 7 of the plat of "Taft" (Assessor's Map 07.11.34AB);
49. Thence along said westerly line, and the northerly extension thereof, Northerly 200 feet, more or less, to the southerly right-of-way line of SW 50th Street (Assessor's Map 07.11.34AB);
50. Thence along said southerly right-of-way line, Westerly 150 feet, more or less, to the westerly line of Lot 7, Block 7 of said plat (Assessor's Map 07.11.34AB);
51. Thence along said westerly line, and the southerly extension thereof, Southerly 200 feet, more or less, to the northerly right-of-way line of SW 51st Street (Assessor's Map 07.11.34AB);
52. Thence along said northerly right-of-way line, Westerly 600 feet, more or less, to the easterly right-of-way line of SW Ebb Avenue (Assessor's Map 07.11.34AB);
53. Thence along said easterly right-of-way line, Northerly 200 feet, more or less, to the southerly right-of-way line of SW 50th Street (Assessor's Map 07.11.34AB);
54. Thence along said southerly right-of-way line, Easterly 450 feet, more or less, to the easterly line of Lot 11, of said Block 7 (Assessor's Map 07.11.34AB);
55. Thence along the northerly extension of said easterly line, Northerly 50 feet, more or less, to the northerly right-of-way line of SW 50th Street (Assessor's Map 07.11.27DC);
56. Thence along said northerly right-of-way line, Westerly 150 feet, more or less, to the easterly right-of-way line of SW Fleet Avenue (Assessor's Map 07.11.27DC);
57. Thence along said easterly right-of-way line, Northerly 200 feet, more or less, to the northerly line of Lot 5, Block 9 of the plat of "Third Addition to Taft" (Assessor's Map 07.11.27DC);
58. Thence along said northerly line, and continuing along the southerly line of Parcel 2 of Book 430, Page 389, Northeasterly 200 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.27DC);
59. Thence along said westerly right-of-way line, Northerly 66 feet, more or less, to the northwesterly line of Parcel 3 of Book 308, Page 2397 (Assessor's Map 07.11.27DC);
60. Thence along said northwesterly line, Southwesterly 154 feet, more or less, to the easterly right-of-way line of SW Fleet Avenue (Assessor's Map 07.11.27DC);
61. Thence along said easterly right-of-way line, Northerly 212 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.27DC);
62. Thence along said westerly right-of-way line, Northerly 69 feet, more or less, to the westerly right-of-way line of SW Fleet Avenue (Assessor's Map 07.11.27DC);
63. Thence along said westerly right-of-way line, Southerly 268 feet, more or less, to the northerly right-of-way line of SW 48th Street (Assessor's Map 07.11.27DC);
64. Thence along said northerly right-of-way line, Westerly 401 feet, more or less, to the easterly line of Parcel 3 of Partition Plat Number 2011-06 (Assessor's Map 07.11.27DC);

65. Thence along said easterly line, Southerly 50 feet, more or less, to the southerly right-of-way line of SW 48th Street (Assessor's Map 07.11.27DC);
66. Thence along said southerly right-of-way line, Easterly 401 feet, more or less, to the westerly right-of-way line of SW Fleet Avenue (Assessor's Map 07.11.27DC);
67. Thence along said westerly right-of-way line, Southerly 200 feet, more or less, to the northerly right-of-way line of SW 50th Street (Assessor's Map 07.11.27DC);
68. Thence along said northerly right-of-way line, Westerly 600 feet, more or less, to the westerly line of Lot 12, Block 11 of the plat of "Third Addition to Taft" (Assessor's Map 07.11.27DC);
69. Thence along the southerly extension of said westerly line, Southerly 50 feet, more or less, to the southerly right-of-way line of SW 50th Street (Assessor's Map 07.11.34AB);
70. Thence along said southerly right-of-way line, Easterly 300 feet, more or less, to the westerly right-of-way line of SW Ebb Avenue (Assessor's Map 07.11.34AB);
71. Thence along said westerly right-of-way line, Southerly 200 feet, more or less, to the northerly right-of-way line of SW 51st Street (Assessor's Map 07.11.34AB);
72. Thence along said northerly right-of-way line, Westerly 612 feet, more or less, to the westerly right-of-way line of SW 51st Street (Assessor's Map 07.11.34BA);
73. Thence along said westerly right-of-way line, Southerly 25 feet, more or less, to the most southerly line of Instrument Number 200304711 (Assessor's Map 07.11.34BA);
74. Thence along said most southerly line, Westerly 17 feet, more or less, to the westerly line of said Deed (Assessor's Map 07.11.34BA);
75. Thence along said westerly line, and the northerly extension thereof, Northerly 428 feet, more or less, to the northerly right-of-way line of SW 50th Street (Assessor's Map 07.11.27CD);
76. Thence along said northerly right-of-way line, Easterly 223 feet, more or less, to the westerly line of Parcel 3 of Partition Plat No. 2011-06 (Assessor's Map 07.11.27DC);
77. Thence along said westerly line, Northerly 710 feet, more or less, to the northeasterly line of said Parcel 3 (Assessor's Map 07.11.27DC);
78. Thence along said northeasterly line, Southeasterly 201 feet, more or less, to the northwesterly line of Parcel 2 of said Partition Plat (Assessor's Map 07.11.27DC);
79. Thence along said northwesterly line, Northeasterly 255 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.27DC);
80. Thence along said westerly right-of-way line, Northerly 569 feet, to the southerly line of Book 337, Page 009 (Assessor's Map 07.11.27CD);
81. Thence along said southerly line, Westerly 482 feet, more or less, to the easterly line of the plat of "Kimberling Tract" (Assessor's Map 07.11.27CD);
82. Thence along said easterly line, Northerly 161 feet, more or less, to the northerly line of Lot 1, Block 1 of said plat (Assessor's Map 07.11.27CD)
83. Thence along said northerly line, Westerly 120 feet, more or less, to the easterly right-of-way line of SW Coast Avenue (Assessor's Map 07.11.27CD);
84. Thence along said easterly right-of-way line, Northerly 532 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.27CA);
85. Thence along said westerly right-of-way line, Northerly 2,876 feet, more or less, to the southwesterly line of Instrument Number 200513815 (Assessor's Map 07.11.27BA);

86. Thence along said southwesterly line, Northwesterly 76 feet, more or less, to the easterly right-of-way line of SW Coast Avenue (Assessor's Map 07.11.27BA);
87. Thence along said easterly right-of-way line, Northerly 90 feet, more or less, to the southerly line of Lot 3, Block 14 of the plat of "First Addition to Nelscott Beach" (Assessor's Map 07.11.27BA);
88. Thence along said southerly line, Westerly 26 feet, more or less, to the westerly line of said Lot 3, Block 14 (Assessor's Map 07.11.27BA);
89. Thence along said westerly line, Northerly 182 feet, more or less, to the southerly right-of-way line of SW 35th Street (Assessor's Map 07.11.27BA);
90. Thence along said southerly right-of-way line, Easterly 159 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.27BA);
91. Thence along said westerly right-of-way line, Northerly 169 feet, more or less, to the southerly line of Book 140, Page 386 (Assessor's Map 07.11.27BA);
92. Thence along said southerly line, Westerly 97 feet, more or less, to the northerly easterly line of Instrument Number 200703846 (Assessor's Map 07.11.27BA);
93. Thence along said northerly easterly line, Northerly 210 feet, more or less, to the most northerly line of said Deed (Assessor's Map 07.11.27BA);
94. Thence along said most northerly line, Westerly 94 feet, more or less, to the westerly line of said Deed (Assessor's Map 07.11.27BA);
95. Thence along said westerly line, Southerly 447 feet, more or less, to the northerly right-of-way line of SW 35th Street (Assessor's Map 07.11.27BA);
96. Thence along said northerly right-of-way line, Westerly 498 feet, more or less, to the westerly line of Block 1 of the plat of "Nelscott Beach" (Assessor's Map 07.11.27BA);
97. Thence along said westerly line, Southerly 47 feet, more or less, to the northerly line of Partition Plat No. 2006-37 (Assessor's Map 07.11.27BA);
98. Thence along said northerly line, and the westerly extension thereof, Westerly 168 feet, more or less, to the approximate 5.7' contour line per ODOT orthophoto (Assessor's Map 07.11.27BA);
99. Thence along said approximate contour line, Northerly 1,000 feet, more or less, to the westerly extension of the northerly line of Lot 8, Block 2, of the plat of "Nelscott Beach" (Assessor's Map 07.11.27BA);
100. Thence along said westerly extension, and said northerly line, Easterly 228 feet, more or less, to the westerly right-of-way line of SW Anchor Avenue (Assessor's Map 07.11.27BA);
101. Thence along said westerly right-of-way line, Southerly 402 feet, more or less, to the northerly right-of-way line of SW 33rd Street (Assessor's Map 07.11.27BA);
102. Thence along said northerly right-of-way line, Westerly 87 feet, more or less, to the westerly line of the plat of "Nelscott Beach" (Assessor's Map 07.11.27BA);
103. Thence along said westerly line, Southerly 51 feet, more or less, to the southerly right-of-way line of SW 33rd Street (Assessor's Map 07.11.27BA);
104. Thence along said southerly right-of-way line, Easterly 74 feet, more or less, to the westerly right-of-way line of SW Anchor Avenue (Assessor's Map 07.11.27BA);
105. Thence along said westerly right-of-way line, Southerly 349 feet, more or less, to the southerly line of Lot 3, Block 1 of the plat of "Nelscott Beach" (Assessor's Map 07.11.27BA);

106. Thence along the easterly extension of said southerly line, Easterly 55 feet, more or less, to the easterly right-of-way line of SW Anchor Avenue (Assessor's Map 07.11.27BA);
107. Thence along said easterly right-of-way line, Northerly 750 feet, more or less, to the southerly right-of-way line of SW 32nd Street (Assessor's Map 07.11.27BA);
108. Thence along said southerly right-of-way line, Easterly 150 feet, more or less, to the westerly right-of-way line of SW Beach Avenue (Assessor's Map 07.11.27BA);
109. Thence along said westerly right-of-way line, Southerly 617 feet, more or less, to a line that is parallel with and 17.50 feet southerly of the northerly line of Lot 16, Block 6 of the plat of "Nelscott Beach" (Assessor's Map 07.11.27BA);
110. Thence along said parallel line, Easterly 40 feet, more or less, to the easterly right-of-way line of SW Beach Avenue (Assessor's Map 07.11.27BA);
111. Thence along said easterly right-of-way line, Northerly 620 feet, more or less, to the southerly right-of-way line of SW 32nd Street (Assessor's Map 07.11.27BA);
112. Thence along said southerly right-of-way line, Easterly 132 feet, more or less, to the easterly line of Instrument Number 201403244 (Assessor's Map 07.11.27BA);
113. Thence along said easterly line, Southerly 99 feet, more or less, to the southerly line of Book 287, Page 995 (Assessor's Map 07.11.27BA);
114. Thence along said southerly line, Easterly 99 feet, more or less, to the easterly line of Parcel 2 of said Deed (Assessor's Map 07.11.27BA);
115. Thence along said easterly line, Northerly 95 feet, more or less, to the southerly right-of-way line of SW 32nd Street (Assessor's Map 07.11.27BA);
116. Thence along said southerly right-of-way line, Easterly 125 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.27BA);
117. Thence along said westerly right-of-way line, Northerly 284 feet, more or less, to the southerly line of Parcel 2 of Partition Plat No. 2015-03 (Assessor's Map 07.11.22CD);
118. Thence along said southerly line, Westerly 97 feet, more or less, to the westerly line of Parcel 2 of Partition Plat Number 2000-20 (Assessor's Map 07.11.22CD);
119. Thence along said westerly line, Southerly 211 feet, more or less, to the northerly right-of-way line of SW 32nd Street (Assessor's Map 07.11.22CD);
120. Thence along said northerly right-of-way line, Westerly 52 feet, more or less, to the easterly line of Parcel 1 of said Partition Plat (Assessor's Map 07.11.22CD);
121. Thence along said easterly line, Northerly 146 feet, more or less, to the westerly southerly line of Parcel 2 of Partition Plat Number 2015-03 (Assessor's Map 07.11.22CD);
122. Thence along said westerly southerly line, Westerly 20 feet, more or less, to the westerly line of said Parcel 2 (Assessor's Map 07.11.22CD);
123. Thence along said westerly line, and continuing along the westerly line of Parcel 1 of said Partition Plat, Northerly 467 feet, more or less, to the northerly line of said Parcel 1 (Assessor's Map 07.11.22CD);
124. Thence along said northerly line, Southeasterly 168 feet, more or less, to the easterly line of Parcel 2 of Book 280, Page 1517, excepting right-of-way dedications per Instrument Number 200517705 and Instrument Number 201403498 (Assessor's Map 07.11.22DC);

125. Thence along the easterly line, Northeasterly 443 feet, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.22DC);
126. Thence along said westerly right-of-way line, Northerly 684 feet, more or less, to the southwesterly line of Book 331, Page 1151 (Assessor's Map 07.11.22DC);
127. Thence along said southwesterly line, Northwesterly 829 feet, more or less, to the northerly line of said Deed (Assessor's Map 07.11.22DB);
128. Thence along said northerly line, Easterly 796 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.22DB);
129. Thence along said westerly right-of-way line, Northerly 1,167 feet, more or less, to the northerly line of Parcel 11 of Book 412, Page 1222 (Assessor's Map 07.11.22AD);
130. Thence along said northerly line, Westerly 114 feet, more or less, to the west line of the southeast One-Quarter of the Northeast One-Quarter of Section 22 (Assessor's Map 07.11.22AD);
131. Thence said west line, Northerly 871 feet, more or less, to the southeasterly right-of-way line of SW Bard Road (Assessor's Map 07.11.22AC);
132. Thence along said southeasterly right-of-way line, Northeasterly 159 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AA);
133. Thence along said westerly right-of-way line, Northerly 128 feet, more or less, to the southerly line of Parcel 1 of Instrument Number 200414144 (Assessor's Map 07.11.22AA);
134. Thence along said southerly line, Westerly 123 feet, more or less, to the easterly right-of-way line of SW Harbor Avenue (Assessor's Map 07.11.22AA);
135. Thence along said easterly right-of-way line, Northerly 479 feet, more or less, to the northerly line of Instrument Number 200912430 (Assessor's Map 07.11.22AA);
136. Thence along said northerly line, Easterly 100 feet, more or less, to the westerly line of Book 215, Page 1172 (Assessor's Map 07.11.22AA);
137. Thence along said westerly line, Northerly 162 feet, more or less, to the southerly right-of-way line of SW 16th Street (Assessor's Map 07.11.22AA);
138. Thence along said southerly right-of-way line, Easterly 91 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AA);
139. Thence along said westerly right-of-way line, Northerly 40 feet, more or less, to the northerly right-of-way line of SW 16th Street (Assessor's Map 07.11.22AA);
140. Thence along said northerly right-of-way line, Westerly 100 feet, more or less, to the westerly line of Instrument Number 200906633 (Assessor's Map 07.11.22AA);
141. Thence along said westerly line, Northerly 213 feet, more or less, to the northerly line of said Deed (Assessor's Map 07.11.22AA);
142. Thence along said northerly line, Easterly 118 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AA);
143. Thence along said westerly right-of-way line, Northerly 224 feet, more or less, to the northerly right-of-way line of SW 14th Street (Assessor's Map 07.11.15DD);
144. Thence along said northerly right-of-way line, Westerly 100 feet, more or less, to the westerly line of Book 240, Page 2410 (Assessor's Map 07.11.15DD);
145. Thence along said westerly line, Northerly 105 feet, more or less, to the northerly line of said Deed (Assessor's Map 07.11.15DD);

146. Thence along said northerly line, Easterly 99 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.15DD);
147. Thence along said westerly right-of-way line, Northerly 367 feet, more or less, to the northerly right-of-way line of SW 12th Street (Assessor's Map 07.11.15DD);
148. Thence along said northerly right-of-way line, Westerly 276 feet, more or less, to the easterly right-of-way line of SW Harbor Avenue (Assessor's Map 07.11.15DD);
149. Thence along said easterly right-of-way line, Northerly 155 feet, more or less, to the southerly right-of-way line of SW 11th Street (Assessor's Map 07.11.15DD);
150. Thence along said southerly right-of-way line, Easterly 250 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.15DD);
151. Thence along said westerly right-of-way line, Northerly 43 feet, more or less, to the northerly right-of-way line of SW 11th Street (Assessor's Map 07.11.15DD);
152. Thence along said northerly right-of-way line, Westerly 132 feet, more or less, to the westerly line of Lot 7, Block 24 of the plat of "Roosevelt By the Sea" (Assessor's Map 07.11.15DD);
153. Thence along westerly line, Northerly 75 feet, more or less, to the northerly line of said Lot 7 (Assessor's Map 07.11.15DD);
154. Thence along said northerly line, Easterly 10 feet, more or less, to a line that is parallel with and 10.00 feet easterly of the westerly line of Lot 3 of said Block 24 (Assessor's Map 07.11.15DD);
155. Thence along said parallel line, and the northerly extension thereof, Northerly 95 feet, more or less, to the vacated centerline of SW 10th Street (Assessor's Map 07.11.15DD);
156. Thence along said vacated centerline, Easterly 66 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.15DD);
157. Thence along said westerly right-of-way line, Northerly 939 feet, more or less, to the westerly right-of-way line of SW Galley Avenue (Assessor's Map 07.11.15DB);
158. Thence along said westerly right-of-way line, Southerly 93 feet, more or less, to the northerly right-of-way line of SW 7th Street (Assessor's Map 07.11.15DB);
159. Thence along said northerly right-of-way line, Westerly 300 feet, more or less, to the easterly right-of-way line of SW Fleet Avenue (Assessor's Map 07.11.15DB);
160. Thence along said easterly right-of-way line, Northerly 394 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.15DB);
161. Thence along said westerly right-of-way line, Northerly 259 feet, more or less, to the northerly right-of-way line of SW 5th Street (Assessor's Map 07.11.15DB);
162. Thence along said northerly right-of-way line, Westerly 83 feet, more or less, to the southerly extension of the westerly line of Lot 8, Block 4 of the plat of "Camp Roosevelt" (Assessor's Map 07.11.15DB);
163. Thence along said southerly extension, the westerly line of said Lot 8, Block 4, and the northerly extension thereof, Northerly 160 feet, more or less, to the northerly line of Lot 3, of said Block 4 (Assessor's Map 07.11.15DB);
164. Thence along said northerly line, Westerly 78 feet, more or less, to the easterly right-of-way line of SW Ebb Avenue (Assessor's Map 07.11.15DB);
165. Thence along said easterly right-of-way line, Southerly 200 feet, more or less, to the southerly right-of-way line of SW 5th Street (Assessor's Map 07.11.15DB);

166. Thence along said southerly right-of-way line, and the westerly extension thereof, Westerly 257 feet, more or less, to a line that is parallel with, and 10.00 feet easterly of, the GLO Meander Line (Assessor's Map 07.11.15DB);
167. Thence along said parallel line, Southerly 1,149 feet, more or less, to the northerly line of the plat of "Roosevelt By the Sea" (Assessor's Map 07.11.15DC);
168. Thence along said northerly line, Easterly 127 feet, more or less, to the easterly line of the "Roosevelt Park" parcel of said plat (Assessor's Map 07.11.15DC);
169. Thence along said easterly line, Southerly 292 feet, more or less, to the southerly right-of-way line of SW 10th Place (Assessor's Map 07.11.15DC);
170. Thence along said northerly right-of-way line, Easterly 100 feet, more or less, to the westerly right-of-way line of a 20.00 foot wide Alley per said plat (Assessor's Map 07.11.15DC);
171. Thence along said westerly right-of-way line, Southerly 62 feet, more or less, to the northerly right-of-way line of SW 11th Drive (Assessor's Map 07.11.15DC);
172. Thence along said northerly right-of-way line, Westerly 115 feet, more or less, to the easterly line of said "Roosevelt Park" parcel (Assessor's Map 07.11.15DC);
173. Thence along said easterly line, Southerly 31 feet, more or less, to the southerly line of said "Roosevelt Park" (Assessor's Map 07.11.15DC);
174. Thence along said southerly line, and the westerly extension thereof, Westerly 173 feet, more or less, to the Approximate Mean High Water Line of the Pacific Ocean (Assessor's Map 07.11.15DC);
175. Thence along said Approximate Mean High Water Line, Northerly 302 feet, more or less, to the westerly extension of the northerly line of said "Roosevelt Park" parcel (Assessor's Map 07.11.15DC);
176. Thence along said westerly extension and said northerly line, Easterly 152 feet, more or less, to the GLO Meander Line (Assessor's Map 07.11.15DC);
177. Thence along said GLO Meander Line, Northerly 1,191 feet, more or less to the westerly extension of the northerly right-of-way line of SW 5th Street (Assessor's Map 07.11.15DB);
178. Thence along said westerly extension and said northerly right-of-way line, Easterly 197 feet, more or less, to the westerly right-of-way line of SW Ebb Avenue (Assessor's Map 07.11.15DB);
179. Thence along said westerly right-of-way line, Northerly 210 feet, more or less, to the southerly right-of-way line of SW 4th Street (Assessor's Map 07.11.15DB);
180. Thence along said southerly right-of-way line, Easterly 60 feet, more or less, to the easterly right-of-way line of SW Ebb Avenue (Assessor's Map 07.11.15DB);
181. Thence along said easterly right-of-way line, Northerly 240 feet, more or less, to the southerly right-of-way line of SW 3rd Street (Assessor's Map 07.11.15DB);
182. Thence along said southerly right-of-way line, Easterly 109 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.15DB);
183. Thence along said westerly right-of-way line, Northerly 30 feet, more or less, to the northerly right-of-way line of SW 3rd Street (Assessor's Map 07.11.15AC);
184. Thence along said northerly right-of-way line, Westerly 107 feet, more or less, to the easterly right-of-way line of SW Ebb Avenue (Assessor's Map 07.11.15AC);
185. Thence along said easterly right-of-way line, Northerly 225 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.15AC);

186. Thence along said westerly right-of-way line, Northerly 933 feet, more or less, to the southwesterly line of Book 261, Page 1905 (Assessor's Map 07.11.15AC);
187. Thence along said southwesterly line, Northwesterly 509 feet, more or less, to the northerly line of said Deed (Assessor's Map 07.11.15AC);
188. Thence along said northerly line, Easterly 503 feet, more or less, to a point which bears South 05°54'11" East 45.27 feet, more or less, from the southeasterly corner of Lot 5, Block 5 of the plat of "Delake" (Assessor's Map 07.11.15AC);
189. Thence leaving said northerly line along the following courses: North 13°23'16" East 20.76 feet, more or less (Assessor's Map 07.11.15AB);
190. Thence North 34°00'03" East 88.44 feet, more or less (Assessor's Map 07.11.15AB);
191. Thence North 23°43'35" East 103.31 feet, more or less (Assessor's Map 07.11.15AB);
192. Thence North 17°31'04" East 10.65 feet, more or less (Assessor's Map 07.11.15AB);
193. Thence North 25°26'01" East 13.40 feet, more or less, to a point on the southwesterly right-of-way line of NW 2nd Drive which bears South 73°15'35" East 56.56 feet, more or less, from the northeasterly corner of Lot 7 of said Block 5 (Assessor's Map 07.11.15AB);
194. Thence along said southwesterly right-of-way line, Southeasterly 31 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.15AB);
195. Thence along said westerly right-of-way line, Northerly 140 feet, more or less, to the northerly right-of-way line of NW 2nd Drive (Assessor's Map 07.11.15AB);
196. Thence along said northerly right-of-way line, Westerly 186 feet, more or less, to the westerly line of Lot 12, Block 4, of the plat of "Delake" (Assessor's Map 07.11.15AB);
197. Thence along said westerly line, Northerly 54 feet, more or less, to the northerly line of said Lot 12 (Assessor's Map 07.11.15AB);
198. Thence along said northerly line, Easterly 97 feet, more or less, to the vacated centerline of Terrace Walk (Assessor's Map 07.11.15AB);
199. Thence along said vacated centerline, Northerly 50 feet, more or less, to the easterly extension of the southerly line of Lot 32, of said Block 4 (Assessor's Map 07.11.15AB);
200. Thence along said easterly extension and said southerly line, Westerly 100 feet, more or less, to the westerly line of said Lot 32 (Assessor's Map 07.11.15AB);
201. Thence along said westerly line, Northerly 50 feet, more or less, to the northerly line of said Lot 32 (Assessor's Map 07.11.15AB);
202. Thence along said northerly line, and the easterly extension thereof, Easterly 103 feet, more or less, to the said vacated centerline of the Terrace Walk (Assessor's Map 07.11.15AB);
203. Thence along said vacated centerline, Northerly 48 feet, more or less, to the westerly extension of the northerly line of Lot 10, of said Block 4 (Assessor's Map 07.11.15AB);
204. Thence along said westerly extension and said northerly line, Easterly 63 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.15AB);

205. Thence along said westerly right-of-way line, Northerly 200 feet, more or less, to the southerly line of Lot 5, Block 4, of the plat of "Delake" (Assessor's Map 07.11.15AB);
206. Thence along said southerly line, and the westerly extension thereof, Westerly 110 feet, more or less, to the easterly right-of-way of Terrace Walk (Assessor's Map 07.11.15AB);
207. Thence along said easterly right-of-way line, Northerly 73 feet, more or less, to the northerly line of Lot 25, of said Block 4 (Assessor's Map 07.11.15AB);
208. Thence along said northerly line, Easterly 74 feet, more or less, to a line that is parallel with and 10.00 feet westerly of the easterly line of Lot 24, of said Block 4 (Assessor's Map 07.11.15AB);
209. Thence along said parallel line, Northerly 50 feet, more or less, to the northerly line of said Lot 24 (Assessor's Map 07.11.15AB);
210. Thence along said northerly line, Easterly 10 feet, more or less, to the easterly line of Lot 23, of said Block 4 (Assessor's Map 07.11.15AB);
211. Thence along said easterly line, Northerly 85 feet, more or less, to the southeasterly right-of-way line of NW 6th Drive (Assessor's Map 07.11.15AB);
212. Thence along said southeasterly right-of-way line, Northeasterly 169 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.15AB);
213. Thence along said westerly right-of-way line, Northerly 93 feet, more or less, to the northwesterly right-of-way line of NW 6th Drive (Assessor's Map 07.11.15AB);
214. Thence along said northwesterly right-of-way line, Southwesterly 110 feet, more or less, to the southerly line of Lot 13, Block 3 of the plat of "Delake" (Assessor's Map 07.11.15AB);
215. Thence along said southerly line, Westerly 46 feet, more or less, to the easterly right-of-way line of Terrace Walk (Assessor's Map 07.11.15AB);
216. Thence along said easterly right-of-way line, Northerly 253 feet, more or less, to the northerly line of Lot 9, of said Block 3 (Assessor's Map 07.11.15AB);
217. Thence along said northerly line, Easterly 42 feet, more or less, to the westerly line of Lot 8, of said Block 3 (Assessor's Map 07.11.15AB);
218. Thence along said westerly line, Northerly 50 feet, more or less, to the southerly line of Lot 7, of said Block 3 (Assessor's Map 07.11.15AB);
219. Thence along said southerly line, Westerly 15 feet, more or Less, to the westerly line of said Lot 7 (Assessor's Map 07.11.15AB);
220. Thence along said westerly line, and the northerly extension thereof, Northerly 320 feet, more or less, to the southerly line of Block 39 of the plat of "Raymond Townsite" (Assessor's Map 07.11.10DC);
221. Thence along said southerly line, Westerly 92 feet, more or less, to the westerly line of said Block 39 (Assessor's Map 07.11.10DC);
222. Thence along said westerly line, and continuing along the westerly line of Block 29 of said plat, Northerly 476 feet, more or less, to the southerly right-of-way line of NW 12th Street (Assessor's Map 07.11.10DC);
223. Thence along said southerly right-of-way line, Easterly 343 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DC);

224. Thence along said westerly right-of-way line, Northerly 43 feet, more or less, to the northerly right-of-way line of NW 12th Street (Assessor's Map 07.11.10DC);
225. Thence along said northerly right-of-way line, Westerly 240 feet, more or less, to the westerly line of Lot 7, Block 28, of the plat of "Raymond Townsite" (Assessor's Map 07.11.10DC);
226. Thence along said westerly line, and the northerly extension thereof, Northerly 200 feet, more or less, to the southerly right-of-way line of NW 13th Street (Assessor's Map 07.11.10DC);
227. Thence along said southerly right-of-way line, Easterly 297 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DC);
228. Thence along said westerly right-of-way line, Northerly 42 feet, more or less, to the northerly right-of-way line of NW 13th Street (Assessor's Map 07.11.10DC);
229. Thence along said northerly right-of-way line, Westerly 162 feet, more or less, to a line parallel with and 50.00 feet easterly of the westerly line of Lot 9, Block 19 of the plat of "Raymond Townsite" (Assessor's Map 07.11.10DC);
230. Thence along said parallel line, and the northerly extension thereof, Northerly 200 feet, more or less, to the southerly right-of-way line of NW 14th Street (Assessor's Map 07.11.10DC);
231. Thence along said southerly right-of-way line, Easterly 240 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DC);
232. Thence along said westerly right-of-way line, Northerly 45 feet, more or less, to the northerly right-of-way line of NW 14th Street (Assessor's Map 07.11.10DC);
233. Thence along said northerly right-of-way line, Westerly 230 feet, more or less, to a line parallel with and 20.00 feet westerly of the easterly line of Lot 10, Block 18, of said plat (Assessor's Map 07.11.10.DC);
234. Thence along said parallel line, Northerly 100 feet, more or less, to the northerly line of said Lot 10 (Assessor's Map 07.11.10DC);
235. Thence along said northerly line, Easterly 20 feet, to the westerly line of Lot 4 of said Block 18 (Assessor's Map 07.11.10DC);
236. Thence along said westerly line, Northerly 100 feet, more or less, to the southerly right-of-way line of NW 15th Street (Assessor's Map 07.11.10DC);
237. Thence along said southerly right-of-way line, Westerly 100 feet, more or less, to the westerly line of Lot 5, of said Block 18 (Assessor's Map 07.11.10DC);
238. Thence along the northerly extension of said westerly line, Northerly 40 feet, more or less, to the northerly right-of-way line of NW 15th Street (Assessor's Map 07.11.10DC);
239. Thence along said northerly right-of-way line, Westerly 312 feet, more or less, to the easterly right-of-way line of NW Harbor Avenue (Assessor's Map 07.11.10DC);
240. Thence along said easterly right-of-way line, Northerly 234 feet, more or less, to the southerly right-of-way line of NW 16th Street (Assessor's Map 07.11.10DB);
241. Thence along said southerly right-of-way line, Easterly 355 feet, more or less, to a line parallel with and 5.00 feet easterly of the easterly line of Lot 8, Block 1, of the plat of "Devil's Lake Park" (Assessor's Map 07.11.10DB);
242. Thence along said parallel line, and the southerly extension thereof, Southerly 200 feet, more or less, to the northerly right-of-way line of NW 15th Street (Assessor's Map 07.11.10DC);

243. Thence along said northerly right-of-way line, Easterly 25 feet, more or less, to a line that is parallel with and 60.00 feet westerly of the easterly line of Lot 4, Block 11, of the plat of "Raymond Townsite" (Assessor's Map 07.11.10DC);
244. Thence along said parallel line, Northerly 100 feet, more or less, to the northerly line of said plat (Assessor's Map 07.11.10DC);
245. Thence along said northerly line, Easterly 19 feet, more or less, to the easterly line of Lot 7, Block 1 of the plat of "Devil's Lake park" (Assessor's Map 07.11.10DB);
246. Thence along said easterly line, Northerly 100 feet, more or less, to the southerly right-of-way line of NW 16th Street (Assessor's Map 07.11.10DB);
247. Thence along said southerly right-of-way line, Easterly 50 feet, more or less, to the westerly right-of-way line of NW Jetty Avenue (Assessor's Map 07.11.10DB);
248. Thence along said westerly right-of-way line, Southerly 210 feet, more or less, to the northerly right-of-way line of NW 15th Street (Assessor's Map 07.11.10DC);
249. Thence along said northerly right-of-way line, Easterly 50 feet, more or less, to the easterly right-of-way line of NW Jetty Avenue (Assessor's Map 07.11.10DC);
250. Thence along said easterly right-of-way line, Northerly 210 feet, more or less, to the southerly right-of-way line of NW 16th Street (Assessor's Map 07.11.10DB);
251. Thence along said southerly right-of-way line, Easterly 235 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DB);
252. Thence along said westerly right-of-way line, Northerly 33 feet, more or less, to the northerly right-of-way line of NW 16th Street (Assessor's Map 07.11.10DB);
253. Thence along said northerly right-of-way line, Westerly 348 feet, more or less, to the easterly right-of-way line of NW Jetty Avenue (Assessor's Map 07.11.10DB);
254. Thence along said easterly right-of-way line, Northerly 200 feet, more or less, to the southerly right-of-way line of NW 17th Street (Assessor's map 07.11.10DB);
255. Thence along said southerly right-of-way line, Easterly 431 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DB);
256. Thence along said westerly right-of-way line, Northerly 148 feet, more or less, to the southerly line of Lot 2, Block 3 of the plat of "First Addition to Devil's Lake Park" (Assessor's Map 07.11.10DB);
257. Thence along said southerly line, Westerly 90 feet, more or less, to the westerly line of said Lot 2 (Assessor's Map 07.11.10DB);
258. Thence along said westerly line, and continuing along the easterly line of Lot 19 of said Block 3, Northerly 66 feet, more or less, to a line that is parallel with and 5.00 southerly of the southerly right-of-way line of NW 18th Street (Assessor's Map 07.11.10DB);
259. Thence along said parallel line, Westerly 115 feet, more or less, to the westerly line of Lot 18 of said Block 3 (Assessor's Map 7.11.10DB);
260. Thence along said westerly line, and the southerly extension thereof, Southerly 195 feet, more or less, to the northerly right-of-way line of NW 17th Street (Assessor's Map 7.11.10DB);
261. Thence along said northerly right-of-way line, Westerly 304 feet, more or less, to the easterly right-of-way line of NW Jetty Avenue (Assessor's Map 7.11.10DB);
262. Thence along said easterly right-of-way line, Northerly 185 feet, more or less, to the southerly right-of-way line of NW 18th Street (Assessor's Map 07.11.10DB);

263. Thence along said southerly right-of-way line, Easterly 532 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DB);
264. Thence along said westerly right-of-way line, Northerly 33 feet, more or less, to the northerly right-of-way line of NW 18th Street (Assessor's Map 07.11.10DB);
265. Thence along said northerly right-of-way line, Westerly 544 feet, more or less, to the easterly right-of-way line of NW Jetty Avenue (Assessor's Map 07.11.10DB);
266. Thence along said easterly right-of-way line, Northerly 200 feet, more or less, to the southerly right-of-way line of NW 19th Street (Assessor's Map 07.11.10DB);
267. Thence along said southerly right-of-way line, Easterly 639 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DB);
268. Thence along said westerly right-of-way line, Northerly 280 feet, more or less, to the northerly right-of-way line of NW 20th Street (Assessor's Map 07.11.10DB);
269. Thence along said northerly right-of-way line, Westerly 57 feet, more or less, to the easterly line of Lot 5, Block 6 of the plat of "Devil's Lake Park" (Assessor's Map 07.11.10DB);
270. Thence along said easterly line, Northerly 90 feet, more or less, to the northerly line of Lot 3 of said Block 6 (Assessor's Map 07.11.10DB);
271. Thence along said northerly line, Easterly 94 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DB);
272. Thence along said westerly right-of-way line, Northerly 322 feet, more or less, to the westerly line of Lot 1, Block 2 of the plat of "Ocean Lake Plat No. 1" (Assessor's Map 07.11.10AD);
273. Thence along said westerly line, Northerly 143 feet, more or less, to the southeasterly right-of-way line of NW Mast Place (Assessor's Map 07.11.10AD);
274. Thence along said southeasterly right-of-way line, Northeasterly 508 feet, more or less, to the southerly right-of-way line of NW 22nd Street (Assessor's Map 07.11.10AD);
275. Thence along said southerly right-of-way line, Easterly 115 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.10AD);
276. Thence along said westerly right-of-way line, Northerly 77 feet, more or less, to the northerly right-of-way line of NW 22nd Street (Assessor's Map 07.11.10AD);
277. Thence along said northerly right-of-way line, Westerly 107 feet, more or less, to the easterly right-of-way line of NW Oar Place (Assessor's Map 07.11.10AD);
278. Thence along said easterly right-of-way line, Northerly 124 feet, more or less, to the northerly line of Lot 2, Block 4 of the plat of "Ocean Lake Park No. 1" (Assessor's Map 07.11.10AD);
279. Thence along said northerly line, Easterly 100 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.10AD);
280. Thence along said westerly right-of-way line, Northerly 1,157 feet, more or less, to the southerly line of Lot 10, Block 15 of the plat of "Braemar" (Assessor's Map 07.11.10AA);
281. Thence along said southerly line, Westerly 77 feet, more or less, to the westerly line of said Lot 10 (Assessor's Map 07.11.10AA);
282. Thence along said westerly line, Northerly 20 feet, more or less, to a line that is parallel with and 20.00 feet northerly of the southerly line of Lot 7 of said Block 15 (Assessor's Map 07.11.10AA);

283. Thence along said parallel line, Westerly 20 feet, more or less, to a line that is parallel with and 20.00 feet westerly of the easterly line of said Lot 7 (Assessor's Map 07.11.10AA);
284. Thence along said parallel line, and the northerly extension thereof, Northerly 80 feet, more or less, to the southerly right-of-way line of NW 28th Street (Assessor's Map 07.11.10AA);
285. Thence along said southerly right-of-way line, Easterly 110 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.10AA):
286. Thence along said westerly right-of-way line, Northerly 55 feet, more or less, to the northerly right-of-way line of NW 28th Street (Assessor's Map 07.11.10AA);
287. Thence along said northerly right-of-way line, Westerly 103 feet, more or less, to the easterly right-of-way line of NW Port Avenue (Assessor's Map 07.11.10AA);
288. Thence along said easterly right-of-way line, Northerly 583 feet, more or less, to the southerly right-of-way line of NW 30th Street (Assessor's Map 07.11.10AA);
289. Thence along said southerly right-of-way line, Easterly 100 feet, more or less, to the westerly line of Parcel 2 of Instrument Number 201003433 (Assessor's Map 07.11.11BB);
290. Thence along said westerly line, Southerly 192 feet, more or less, to the southerly line of said Parcel 2 (Assessor's Map 07.11.11BB);
291. Thence along said southerly line, Easterly 164 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.11BB);
292. Thence along said westerly right-of-way line, Northerly 253 feet, more or less, to the northerly right-of-way line of NW 30th Street (Assessor's Map 07.11.03DD);
293. Thence along said northerly right-of-way line, Westerly 150 feet, more or less, to the westerly line of Block 34 of the plat of "Wecoma Beach" (Assessor's Map 07.11.03DD);
294. Thence along said westerly line, Northerly 94 feet, more or less, to the northerly line of Lot 11 of said Block 34 (Assessor's Map 07.11.03DD);
295. Thence along said northerly line, and the easterly extension thereof, Easterly 180 feet, more or less, to the easterly right-of-way line of NW Quay Drive (Assessor's Map 07.11.03DD);
296. Thence along said easterly right-of-way line, Northerly 388 feet, more or less, to the northwesterly line of Lot 36, Block 17 of said plat (Assessor's Map 07.11.03DD);
297. Thence along said northwesterly line, and the northeasterly extension thereof, Northeasterly 150 feet, more or less, to the southwesterly right-of-way line of NW 33rd Street (Assessor's Map 07.11.03DD);
298. Thence along said southwesterly right-of-way line, Southeasterly 48 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.03DD);
299. Thence along said westerly right-of-way line, Northerly 65 feet, more or less, to the northeasterly right-of-way line of NW 33rd Street (Assessor's Map 07.11.03DD);
300. Thence along said northeasterly right-of-way line, Northwesterly 271 feet, more or less, to a line parallel with and 50.00 feet easterly of the easterly line of Lot 18, Block 16 of said plat (Assessor's Map 07.11.03DD);
301. Thence along parallel line, Northerly 123 feet, more or less, to the southerly line of Lot 4 of said Block 16 (Assessor's Map 07.11.03DD);

302. Thence along said southerly line, and the easterly extension thereof, Easterly 50 feet, more or less, to a line that is parallel with and 25.00 feet northeasterly of the northeasterly line of said Lot 4 (Assessor's Map 07.11.03DD);
303. Thence along said parallel line, and the northwesterly extension thereof, Northwesterly 117 feet, more or less, to the southerly right-of-way line of NW 34th Street (Assessor's Map 07.11.03DD);
304. Thence along said southerly right-of-way line, and continuing along the southeasterly right-of-way line of NW 34th Street, Northeasterly 259 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.03DD);
305. Thence along said westerly right-of-way line, Northerly 106 feet, more or less, to the northwesterly right-of-way line of NW 34th Street (Assessor's Map 07.11.03DD);
306. Thence along said northwesterly right-of-way line, Southwesterly 255 feet, more or less, to the easterly right-of-way line of NW Port Avenue (Assessor's Map 07.11.03DD);
307. Thence along said easterly right-of-way line, Northerly 311 feet, more or less, to the northerly line of said plat (Assessor's Map 07.11.03DD);
308. Thence along said northerly line, Westerly 64 feet, more or less, to the easterly right-of-way line of NW Port Avenue (Assessor's Map 07.11.02CB);
309. Thence along said easterly right-of-way line, Northerly 638 feet, more or less, to the southeasterly right-of-way line of NW 35th Place (Assessor's Map 07.11.02CB);
310. Thence along said southeasterly right-of-way line, Northeasterly 50 feet, more or less, to the southerly right-of-way line of NW 36th Street (Assessor's map 07.11.02CB);
311. Thence along said southerly right-of-way line, Easterly 177 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.02CB);
312. Thence along said westerly right-of-way line, Northerly 41 feet, more or less, to the northerly right-of-way line of NW 36th Street (Assessor's Map 07.11.10CB);
313. Thence along said northerly right-of-way line, Westerly 147 feet, more or less, to the easterly right-of-way line of NW Port Avenue (Assessor's Map 07.11.02CB);
314. Thence along said easterly right-of-way line, Northerly 508 feet, more or less, to the southerly right-of-way line of NW 39th Street (Assessor's Map 07.11.02CB);
315. Thence along said southerly right-of-way line, Easterly 228 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.02CB);
316. Thence along said westerly right-of-way line, Northerly 85 feet, more or less, to the northerly right-of-way line of NW 39th Street (Assessor's Map 07.11.02CB);
317. Thence along said northerly right-of-way line, Westerly 227 feet, more or less, to the westerly line of Parcel 1 of Instrument Number 201605139 (Assessor's Map 07.11.02CB);
318. Thence along said westerly line, Northerly 98 feet, more or less, to the southerly line of the plat of "Lincoln Shore Star Resort" (Assessor's Map 07.11.03A);
319. Thence along said southerly line, Westerly 1,113 feet, more or less, to the easterly line of Book 272, Page 989 (Assessor's Map 07.11.03DA);
320. Thence along said easterly line, Southerly 73 feet, more or less, to the northerly right-of-way line of NW 39th Street (Assessor's Map 07.11.03DA);
321. Thence along said northerly right-of-way line, Westerly 75 feet, more or less, to the easterly right-of-way line of NW Jetty Avenue (Assessor's Map 07.11.03DA);

322. Thence along said easterly right-of-way line, Northerly 64 feet, more or less, to the southerly line of said plat of "Lincoln Shore Star Resort" (Assessor's Map 07.11.03A);
323. Thence along said southerly line, Westerly 25 feet, more or less, to the westerly right-of-way line of the vacated portion of NW Jetty Avenue (Assessor's Map 07.11.03A);
324. Thence along said vacated westerly right-of-way line, Northerly 64 feet, more or less, to the southerly line of Lot 60 of said plat (Assessor's Map 07.11.03A);
325. Thence along said southerly line, and the westerly extension thereof, Westerly 245 feet, more or less, to the Approximate Mean High Water Line of the Pacific Ocean (Assessor's Map 07.11.03A);
326. Thence along said Approximate Mean High Water Line, Northerly 179 feet, more or less, to the westerly extension of the northerly line of said Lot 60 (Assessor's Map 07.11.03A);
327. Thence along said westerly extension and said northerly line, Easterly 482 feet, more or less, to the westerly right-of-way of NW 40th Place (Assessor's Map 07.11.03A);
328. Thence along said westerly right-of-way line, Northerly 56 feet, more or less, to a point of curvature on the northerly right-of-way of NW 40th Place which bears North 89°31'18" East 15.86 feet, more or less, from the southwest corner of Lot 59 of said plat (Assessor's Map 07.11.03A);
329. Thence along said northerly right-of-way line, Easterly 279 feet, more or less, to the southwesterly right-of-way line of NW 44th Street (Assessor's Map 07.11.03A);
330. Thence along said southwesterly right-of-way line, and continuing along the westerly and northwesterly right-of-way lines of NW 44th Street, Northeasterly 1,206 feet, more or less, to the westerly right-of-way line of NW 44th Place (Assessor's map 07.11.03A);
331. Thence along said westerly right-of-way line, and continuing along the northerly right-of-way line, Northerly 328 feet, more or less, to the westerly line of Tract 'L' of said plat of "Lincoln Shore Star Resort" (Assessor's Map 07.11.03A);
332. Thence along said westerly line, Northerly 432 feet, more or less, to the southerly line of said Tract 'L' (Assessor's Map 07.11.03A);
333. Thence along said southerly line, Westerly 242 feet, more or less, to the northerly line of Lot 57 of said plat (Assessor's Map 07.11.03A);
334. Thence along said northerly line, Westerly 746 feet, more or less, to the Mean High Water Line of the Pacific Ocean (Assessor's Map 07.11.03A);
335. Thence along said Mean High Water Line, Northerly 255 feet, more or less, to the westerly extension of the southerly line of Tract 'D' of said plat of "Lincoln Shore Star Resort" (Assessor's Map 07.11.03A);
336. Thence along said westerly extension and said southerly line, Easterly 950 feet, more or less, to the westerly line of Tract 'L' of said plat (Assessor's Map 07.11.02BB);
337. Thence along said westerly line, Northerly 76 feet, more or less, to the southerly line of said Tract 'L' (Assessor's Map 07.11.02BB);
338. Thence along said southerly line, Westerly 254 feet, more or less, to the southeasterly line of Lot 7 of said plat (Assessor's Map 07.11.02BB);
339. Thence along said southeasterly line, Southwesterly 96 feet, more or less, to the northerly easterly line of said Tract 'D' (Assessor's Map 07.11.02BB);

340. Thence along said northerly easterly line, Northerly 513 feet, more or less, to the southerly right-of-way line of NW 50th Street (Assessor's Map 07.11.02BB);
341. Thence along said southerly right-of-way line, Easterly 1,035 feet, more or less, to the easterly line of Lot 19 of said plat (Assessor's Map 07.11.02BB);
342. Thence along said easterly line, Southerly 124 feet, more or less, to the northerly line of Lot 47 of said plat (Assessor's Map 07.11.02BB);
343. Thence along said northerly line, and continuing along the northerly line of Lot 48 of said plat, Easterly 489 feet, more or less, to the westerly right-of-way line of NE/NW Logan Road (Assessor's Map 07.11.02BB);
344. Thence along said westerly right-of-way line, Southerly 1,075 feet, more or less, to the southerly right-of-way line of NW 44th Street (Assessor's Map 07.11.03A);
345. Thence along said southerly right-of-way line, and continuing along the southeasterly and easterly right-of-way lines of NW 44th Street, Southwesterly 1,954 feet, more or less, to the northerly right-of-way line of NW 40th Street (Assessor's Map 07.11.03A);
346. Thence along said northerly right-of-way line, Easterly 1,087 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.02B);
347. Thence along said westerly right-of-way line, Northeasterly 84 feet, more or less, to the westerly right-of-way line of NE/NW Logan Road (Assessor's Map 07.11.02B);
348. Thence along said westerly right-of-way line, Northerly 262 feet, more or less, to the easterly line of Lincoln County Court Case #860640 (Assessor's Map 07.11.02B);
349. Thence along said easterly line, Southerly 179 feet, more or less, to the northwesterly right-of-way line of US Highway 101 (Assessor's Map 07.11.02B);
350. Thence along said northwesterly right-of-way line, Northeasterly 1,162 feet, more or less, to the southerly extension of the westerly line of Instrument Number 201608587 (Assessor's Map 07.11.02B);
351. Thence along said southerly extension, and the westerly line of said Deed, Northerly 361 feet, more or less, to the southerly line of the plat of "Garden Estates" (Assessor's Map 07.11.02BA);
352. Thence along said southerly line and the southerly line of the plat of "Sunridge By the Lake", Easterly 587 feet, more or less, to the vacated centerline of NW 4th Street (Assessor's Map 07.11.02BD);
353. Thence along said vacated centerline, Southerly 49 feet, more or less, to the northerly right-of-way line of NW 4th Street (Assessor's Map 07.11.02BD);
354. Thence along said northerly right-of-way line, Westerly 20 feet, more or less, to the westerly right-of-way line of NW 4th Street (Assessor's Map 07.11.02BD);
355. Thence along said westerly right-of-way line, Southerly 162 feet, more or less, to the northerly right-of-way line of US Highway 101 (Assessor's Map 07.11.02BD);
356. Thence along said northerly right-of-way line, Westerly 74 feet, more or less, to the westerly line of the plat of "Lakonia" (Assessor's Map 07.11.02BD);
357. Thence along the southerly extension of said westerly line, Southerly 10 feet, more or less, to a line that is parallel with and 2.00 feet southerly of the northerly right-of-way line of US Highway 101 (Assessor's Map 07.11.02BD);
358. Thence along said parallel line, and continuing along a line that is parallel with and 2.00 feet easterly of the westerly right-of-way line of US Highway 101, Southerly 33,333 feet, more or less, to a line that is parallel with and 2.00 feet westerly of the

easterly line of Section 34, Township 7 South, Range 11 West (Assessor's Map 07.11.34DA);

359. Thence along said parallel line, Northerly 120 feet, more or less, to a line that is parallel with and 2.00 feet westerly of the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.34DA);
360. Thence along said parallel line, Northerly 2,819 feet, more or less, to a point which bears South 52°08'13" West 3.18 feet from the intersection of the southerly Ordinary High Water Line of Schooner Creek and the easterly right-of-way of US Highway 101 (Assessor's Map 07.11.34AA);
361. Thence North 88°52'42" West 73.50 feet, more or less (Assessor's Map 07.11.34AA);
362. Thence North 07°50'23" East 167.89 feet, more or less (Assessor's Map 07.11.34AA);
363. Thence North 69°10'51" East 38.95 feet, more or less (Assessor's Map 07.11.34AA);
364. Thence North 29°03'23" East 46.04 feet, more or less (Assessor's Map 07.11.34AA);
365. Thence North 18°26'11" East 155.83 feet, more or less (Assessor's Map 07.11.34AA);
366. Thence North 49°34'29" East 11.97 feet, more or less, to a point which bears North 63°19'06" West 2.18 feet from the intersection of the northerly Ordinary High Water Line of Schooner Creek and the easterly right-of-way line of US Highway 101, also being on a line that is parallel with and 2.00 feet westerly of the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.34AA);
367. Thence along said parallel line, Northerly 29,940 feet, more or less, to the southerly extension of the westerly line of the plat of "Lakonia" (Assessor's Map 07.11.02BD);
368. Thence along said southerly extension, Northerly 6 feet, more or less, to the southerly right-of-way line of US Highway 101 (Assessor's Map 07.11.02BD);
369. Thence along said southerly right-of-way line, Easterly 50 feet, more or less, to the easterly line of Book 345, Page 1613 (Assessor's Map 07.11.02BD);
370. Thence along said easterly line, Southerly 102 feet, more or less, to the southerly line of said Deed (Assessor's Map 07.11.02BD);
371. Thence along said southerly line, and the westerly extension thereof, Westerly 87 feet, more or less, to the easterly line of Instrument Number 200800808 (Assessor's Map 07.11.02B);
372. Thence along said easterly line, Southerly 167 feet, more or less, to the southerly line of said Deed (Assessor's Map 07.11.02B);
373. Thence along said southerly line, Westerly 423 feet, more or less, to the westerly line of said Deed (Assessor's Map 07.11.02B);
374. Thence along said westerly line, Northerly 191 feet, more or less, to the southeasterly right-of-way line of US Highway 101 (Assessor's Map 07.11.02B);
375. Thence along said southeasterly right-of-way line, Southwesterly 1,407 feet, more or less, to the northerly line of Partition Plat Number 2000-01 (Assessor's Map 07.11.02B);
376. Thence along said northerly line, Easterly 287 feet, more or less, to the easterly line of said Partition Plat (Assessor's Map 07.11.02B);
377. Thence along said easterly line, Southerly 192 feet, more or less, to the southerly line of Parcel 1 of Partition Plat Number 1995-34 (Assessor's Map 07.11.02B);

378. Thence along said southerly line, Easterly 41 feet, more or less, to the westerly line of Partition Plat Number 2006-33 (Assessor's Map 07.11.02CB);
379. Thence along said westerly line, Southerly 385 feet, more or less, to the northerly right-of-way line of NE 36th Drive (Assessor's Map 07.11.02CB);
380. Thence along said northerly right-of-way line, Westerly 550 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.02CB);
381. Thence along said easterly right-of-way line, Southerly 41 feet, more or less, to the southerly right-of-way line of NE 36th Drive (Assessor's Map 07.11.02CB);
382. Thence along said southerly right-of-way line, Easterly 201 feet, more or less, to the westerly right-of-way line of NE Quay Avenue (Assessor's Map 07.11.02CB);
383. Thence along said westerly right-of-way line, Southerly 264 feet, more or less, to the northerly line of Lot 12, Block 1 of the plat of "Norcrest Terrace" (Assessor's Map 07.11.02CB);
384. Thence along said northerly line, Westerly 100 feet, more or less, to the westerly line of said Lot 12 (Assessor's Map 07.11.02CB);
385. Thence along said westerly line, and the southerly extension thereof, Southerly 357 feet, more or less, to the northerly right-of-way line of NE 35th Street (Assessor's Map 07.11.02CB);
386. Thence along said northerly right-of-way line, Westerly 101 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.02CB);
387. Thence along said easterly right-of-way line, Southerly 51 feet, more or less, to the southerly right-of-way line of NE 35th Street (Assessor's Map 07.11.02CB);
388. Thence along said southerly right-of-way line, Easterly 101 feet, more or less, to the easterly line of Lot 1, Block 2 of said plat (Assessor's Map 07.11.02CB);
389. Thence along said easterly line, Southerly 80 feet, more or less, to the southerly line of said plat (Assessor's Map 07.11.02CB);
390. Thence along said southerly line, Easterly 25 feet, more or less, to the westerly line of Parcel 1 of Instrument Number 200612719 (Assessor's Map 07.11.02CC);
391. Thence along said westerly line, Southerly 130 feet, more or less, to the northerly right-of-way line of NE 34th Street (Assessor's Map 07.11.02CC);
392. Thence along said northerly right-of-way line, Westerly 114 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.02CC);
393. Thence along said easterly right-of-way line, Southerly 32 feet, more or less, to the southerly right-of-way line of NE 34th Street (Assessor's Map 07.11.02CC);
394. Thence along said southerly right-of-way line, Easterly 352 feet, more or less, to the easterly line of Parcel 1 of Instrument Number 201803952 (Assessor's Map 07.11.02CC);
395. Thence along said easterly line, and the southerly extension thereof, Southerly 347 feet, more or less, to the northerly line of Book 299, Page 1801 (Assessor's Map 07.11.02CC);
396. Thence along said northerly line, Easterly 53 feet, more or less, to the easterly line of said Deed (Assessor's Map 07.11.02CC);
397. Thence along said easterly line, Southerly 164 feet, more or less, to the northerly line of the plat of "Sam and Gladys Anderson Plat" (Assessor's Map 07.11.02CC);
398. Thence along said northerly line, Westerly 63 feet, more or less, to the westerly line of said plat (Assessor's Map 07.11.02CC);

399. Thence along said westerly line, Southerly 314 feet, more or less, to the northwesterly right-of-way line of NE Holmes Road (Assessor's Map 07.11.02CC);
400. Thence along said northwesterly right-of-way line, Southwesterly 274 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.02CC);
401. Thence along said easterly right-of-way line, Southerly 66 feet, more or less, to the westerly southerly line of Instrument Number 201310722 (Assessor's Map 07.11.02CC);
402. Thence along said westerly southerly line, Easterly 89 feet, more or less, to the southerly westerly line of said Deed (Assessor's Map 07.11.02CC);
403. Thence along said southerly westerly line, Southerly 200 feet, more or less, to the southerly line of said Deed (Assessor's Map 07.11.02CC);
404. Thence along said southerly line, Easterly 65 feet, more or less, to the southeasterly line of Tract 1 as shown on County Survey 2179, which bears 109.6 feet, more or less, westerly from the northwesterly corner of Lot 2, Block 1 of the plat of "Lockshire Mobile Estates" (Assessor's Map 07.11.11BB);
405. Thence along said southeasterly line, Southwesterly 178 feet, more or less, to a point on the northerly right-of-way line of NE 29th Street which bears 185.7 feet westerly of the southwesterly corner of Lot 1, Block 1 of the plat of "Lockshire Mobile Estates" (Assessor's Map 07.11.11BB);
406. Thence along said northerly right-of-way line, Westerly 151 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.11BB);
407. Thence along said easterly right-of-way line, Southerly 32 feet, more or less, to the southerly right-of-way line of NE 29th Street (Assessor's Map 07.11.11BB);
408. Thence along said southerly right-of-way line, Easterly 133 feet, more or less, to the easterly line of Book 295, Page 584 (Assessor's Map 07.11.11BB);
409. Thence along said easterly line, Southerly 313 feet, more or less, to the northerly line of Instrument Number 201209761 (Assessor's Map 07.11.11BB);
410. Thence along said northerly line, Easterly 50 feet, more or less, to the easterly line of said Deed (Assessor's Map 07.11.11BB);
411. Thence along said easterly line, Southerly 105 feet, more or less, to the southerly line of said Deed (Assessor's map 07.11.11BB);
412. Thence along said southerly line, and the westerly extension thereof, Westerly 82 feet, more or less, to a line that is parallel with and 5.00 feet easterly of the easterly line of Book 270, Page 1941 (Assessor's Map 07.11.11BB);
413. Thence along said parallel line, Southerly 75 feet, more or less, to the northerly right-of-way line of NE 28th Street (Assessor's Map 07.11.11BB);
414. Thence along said northerly right-of-way line, Westerly 182 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.11BB);
415. Thence along said easterly right-of-way line, Southerly 37 feet, more or less, to the southerly right-of-way line of NE 28th Street (Assessor's Map 07.11.1BB);
416. Thence along said southerly right-of-way line, Easterly 177 feet, more or less, to the westerly right-of-way line of NE Quay Avenue (Assessor's Map 07.11.11BB);
417. Thence along said westerly right-of-way line, Southerly 124 feet, more or less, to the southerly line of Book 230, Page 228 (Assessor's Map 07.11.11BB);

418. Thence along said southerly line, Westerly 100 feet, more or less, to the easterly line of Book 462, Page 1877 (Assessor's Map 07.11.11BB);
419. Thence along said easterly line, and the southerly extension thereof, Southerly 150 feet, more or less, to the southerly line of Book 314, Page 692 (Assessor's Map 07.11.11BB);
420. Thence along said southerly line, Westerly 117 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.11BB);
421. Thence along said easterly right-of-way line, Southerly 250 feet, more or less, to the northerly line of Instrument Number 201309774 (Assessor's Map 07.11.11BB);
422. Thence along said northerly line, Easterly 105 feet, more or less, to the westerly line of Instrument Number 200914354 (Assessor's Map 07.11.11BB);
423. Thence along said westerly line, Southerly 195 feet, more or less, to the southerly line of said Deed (Assessor's Map 07.11.11BB);
424. Thence along said southerly line, Easterly 381 feet, more or less, to the easterly right-of-way line of NE Quay Avenue (Assessor's Map 07.11.11BC);
425. Thence along said easterly right-of-way line, Southerly 707 feet, more or less, to the northerly right-of-way line of NE 22nd Street (Assessor's Map 07.11.11BC);
426. Thence along said northerly right-of-way line, Westerly 193 feet, more or less, to the northerly extension of the easterly line of Instrument Number 201602546 (Assessor's Map 07.11.11BC);
427. Thence along said northerly extension and said easterly line, Southerly 260 feet, more or less, to the southerly line of said Deed (Assessor's Map 07.11.11BC);
428. Thence along said southerly line, Westerly 194 feet, more or less, to the southeasterly right-of-way line of NE Oar Place (Assessor's Map 07.11.11BC);
429. Thence along southeasterly right-of-way line of said Deed, Northeasterly 201 feet, more or less, to the southerly right-of-way line of NE 22nd Street (Assessor's Map 07.11.11BC);
430. Thence along said southerly right-of-way line, Westerly 49 feet, more or less, to the northwesterly right-of-way line of NE Oar Place (Assessor's Map 07.11.10AD);
431. Thence along said northwesterly right-of-way line, Southwesterly 741 feet, more or less, to the northerly right-of-way line of NE 21st Street (Assessor's Map 07.11.10AD);
432. Thence along said northerly right-of-way line, Westerly 176 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.10AD);
433. Thence along easterly right-of-way line, Southerly 43 feet, more or less, to the southerly right-of-way line of NE 21st Street (Assessor's Map 07.11.10DA);
434. Thence along said southerly right-of-way line, Easterly 73 feet, more or less, to the westerly line of Lot 1, Block 2 of the plat of "Raymond Townsite" (Assessor's Map 07.11.10DA);
435. Thence along said westerly line, and the southerly extension thereof, Southerly 200 feet, more or less, to the northerly right-of-way line of NE 20th Street (Assessor's Map 07.11.10DA);
436. Thence along said northerly right-of-way line, Westerly 100 feet, more or less, to the westerly line of the plat of "Raymond Townsite" (Assessor's Map 07.11.10DA);
437. Thence along said westerly line, Southerly 37 feet, more or less, to the southerly right-of-way line of NE 20th Street (Assessor's Map 07.11.10DA):

438. Thence along said southerly right-of-way line, Easterly 100 feet, more or less, to the westerly line of Lot 1, Block 3 of said plat (Assessor's Map 07.11.10DA);
439. Thence along the westerly line, Southerly 100 feet, more or less, to the northerly line of Lot 3 of said Block 3 (Assessor's Map 07.11.10DA);
440. Thence along said northerly line, Westerly 100 feet, more or less, to the westerly line of said Lot 3 (Assessor's Map 07.11.10DA);
441. Thence along said westerly line, Southerly 61 feet, more or less, to the southerly line of Lot 5, Block 19 of the plat of "Devil's Lake Park" (Assessor's Map 07.11.10DA);
442. Thence along said southerly line, Westerly 102 feet, more or less, to the westerly right-of-way line of NE Lee Avenue (Assessor's Map 07.11.10DB);
443. Thence along said westerly right-of-way line, Southerly 250 feet, more or less, to the northerly right-of-way line of NE 18th Place (Assessor's Map 07.11.10DB);
444. Thence along said northerly right-of-way line, Westerly 90 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DB);
445. Thence along said easterly right-of-way line, Southerly 40 feet, more or less, to the southerly right-of-way line of NE 18th Place (Assessor's Map 07.11.10DB);
446. Thence along said southerly right-of-way line, Easterly 160 feet, more or less, to the westerly right-of-way line of NE Lee Place (Assessor's Map 07.11.10DB);
447. Thence along said westerly right-of-way line, Southerly 277 feet, more or less, to the northerly right-of-way line of NE 17th Street (Assessor's Map 07.11.10DB);
448. Thence along said northerly right-of-way line, Westerly 206 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DB);
449. Thence along said easterly right-of-way line, Southerly 43 feet, more or less, to the southerly right-of-way line of NE 17th Street (Assessor's Map 07.11.10DB);
450. Thence along said southerly right-of-way line, Easterly 206 feet, more or less, to the westerly right-of-way line of NE Lee Place (Assessor's Map 07.11.10DB);
451. Thence along said westerly right-of-way line, Southerly 334 feet, more or less, to the southwesterly line of Lot 9, Block 17 of the plat of "Devil's Lake Park" (Assessor's Map 07.11.10DB);
452. Thence along said northwesterly line, Northwesterly 100 feet, more or less, to the northeasterly line of Lot 6 of said Block 17 (Assessor's Map 07.11.10DB);
453. Thence along said northeasterly line, and the southwesterly extension thereof, Southwesterly 70 feet, more or less, to the southerly line of Lot 7 of said Block 17 (Assessor's Map 07.11.10DB);
454. Thence along said southerly line, Westerly 41 feet, more or less, to the westerly line of Lot 3, Block 12 of the plat of "Raymond Townsite" (Assessor's Map 07.11.10DD);
455. Thence along said westerly line, Southerly 100 feet, more or less, to the northerly right-of-way line of NE 15th Street (Assessor's Map 07.11.10DD);
456. Thence along said northerly right-of-way line, Westerly 100 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DD);
457. Thence along said easterly right-of-way line, Southerly 39 feet, more or less, to the southerly right-of-way line of NE 15th Street (Assessor's Map 07.11.10DD);
458. Thence along said southerly right-of-way line, Easterly 113 feet, more or less, to the easterly line of Lot 4, Block 17 of said plat (Assessor's Map 07.11.10DD);

459. Thence along said easterly line, and the southerly extension thereof, Southerly 200 feet, more or less, to the northerly right-of-way line of NE 14th Street (Assessor's Map 07.11.10DD);
460. Thence along said northerly right-of-way line, Westerly 193 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DD);
461. Thence along said easterly right-of-way line, Southerly 43 feet, more or less, to the southerly right-of-way line of NE 14th Street (Assessor's Map 07.11.10DD);
462. Thence along said southerly right-of-way line, Easterly 216 feet, more or less, to the easterly line of Lot 4, Block 21 of said plat (Assessor's Map 07.11.10DD);
463. Thence along said easterly line, Southerly 100 feet, more or less, to the southerly line of said Lot 4 (Assessor's Map 07.11.10DD);
464. Thence along said southerly line, and the westerly extension thereof, Westerly 137 feet, more or less, to the westerly right-of-way line of NE Keel Avenue (Assessor's Map 07.11.10DC);
465. Thence along said westerly right-of-way line, Southerly 100 feet, more or less, to the northerly right-of-way line of NE 13th Street (Assessor's Map 07.11.10DC);
466. Thence along said northerly right-of-way line, Westerly 159 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DC);
467. Thence along said easterly right-of-way line, Southerly 41 feet, more or less, to the southerly right-of-way line of NE 13th Street (Assessor's Map 07.11.10DC);
468. Thence along said southerly right-of-way line, Easterly 73 feet, more or less, to the westerly line of Lot 1, Block 27 of the plat of "Raymond Townsite" (Assessor's Map 07.11.10DC);
469. Thence along said westerly line, and the southerly extension thereof, Southerly 200 feet, more or less, to the northerly right-of-way line of NE 12th Street (Assessor's Map 07.11.10DC);
470. Thence along said northerly right-of-way line, Westerly 138 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DC);
471. Thence along said easterly right-of-way line, Southerly 40 feet, more or less, to the southerly right-of-way line of NE 12th Street (Assessor's Map 07.11.10DC);
472. Thence along said southerly right-of-way line, Easterly 248 feet, more or less, to the westerly right-of-way line of NE Keel Avenue (Assessor's Map 07.11.10DC);
473. Thence along said westerly right-of-way line, Southerly 200 feet, more or less, to the northerly right-of-way line of NE 11th Street (Assessor's Map 07.11.10DC);
474. Thence along said northerly right-of-way line, Westerly 303 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DC);
475. Thence along said easterly right-of-way line, Southerly 47 feet, more or less, to the southerly right-of-way line of NE 11th Street (Assessor's Map 07.11.10DC);
476. Thence along said southerly right-of-way line, Easterly 215 feet, more or less, to the westerly line of Lot 1, Block 38 of the plat of "Raymond Townsite" (Assessor's Map 07.11.10DC);
477. Thence along said westerly line, and the southerly extension thereof, Southerly 200 feet, more or less, to the northerly right-of-way line of NE 10th Street (Assessor's Map 07.11.10DC);
478. Thence along said northerly right-of-way line, Westerly 271 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.10DC);

479. Thence along said easterly right-of-way line, Southerly 44 feet, more or less, to the southerly right-of-way line of NE 10th Street (Assessor's Map 07.11.15AB);
480. Thence along said southerly right-of-way line, Easterly 428 feet, more or less, to the northerly extension of the most easterly line of Book 246, Page 1178 (Assessor's Map 07.11.15AA);
481. Thence along said northerly extension and said most easterly line, and the southerly extension thereof, Southerly 355 feet, more or less, to the northerly line of Book 204, Page 1708 (Assessor's Map 07.11.15AA);
482. Thence along said northerly line, Easterly 11 feet, more or less, to the easterly line of said Deed (Assessor's Map 07.11.15AA);
483. Thence along said easterly line, Southerly 73 feet, more or less, to the northerly right-of-way line of NE 6th Drive (Assessor's Map 07.11.15AA);
484. Thence along said northerly right-of-way line, Westerly 405 feet, more or less, to the easterly right-of-way line of NE Jetty Avenue (Assessor's Map 07.11.15AA);
485. Thence along said easterly right-of-way line, Northerly 93 feet, more or less, to the northerly right-of-way line of NE Jetty Avenue (Assessor's Map 07.11.15AA);
486. Thence along said northerly right-of-way line, Westerly 39 feet, more or less, to the westerly right-of-way line of NE Jetty Avenue (Assessor's Map 07.10.15AB);
487. Thence along said westerly right-of-way line, Southerly 130 feet, more or less, to the northerly right-of-way line of NE 6th Drive (Assessor's Map 07.11.15AB);
488. Thence along said northerly right-of-way line, Westerly 111 feet, more or less, to the easterly right-of-way line of a 15.00 foot wide Alley per the plat of "Delake" (Assessor's Map 07.11.15AB);
489. Thence along said easterly right-of-way line, Northerly 300 feet, more or less, to the northerly line of Lot 18, Block 1 of said plat (Assessor's Map 07.11.15AB);
490. Thence along the westerly extension of said northerly line, Westerly 15 feet, more or less, to the westerly right-of-way line of said Alley (Assessor's Map 07.11.15AB);
491. Thence along said westerly right-of-way line, Southerly 300 feet, more or less, to the northerly right-of-way line of NE 6th Drive (Assessor's Map 07.11.15AB);
492. Thence along said northerly right-of-way line, Westerly 105 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.15AB);
493. Thence along said easterly right-of-way line, Southerly 79 feet, more or less, to the southerly right-of-way line of NE 6th Drive (Assessor's Map 07.11.15AB);
494. Thence along said southerly right-of-way line, Easterly 315 feet, more or less, to the vacated easterly right-of-way line of Lake Drive (as shown on the plat of "Delake") (Assessor's Map 07.11.15AB);
495. Thence along said vacated easterly right-of-way line, Southerly 436 feet, more or less, to the vacated southerly right-of-way line of said Lake Drive (Assessor's Map 07.11.15AB);
496. Thence along said vacated southerly line, and the westerly extension thereof, Westerly 299 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.15AB);
497. Thence along said easterly right-of-way line, Southerly 185 feet, more or less, to the most southerly line of Instrument Number 201111221 (Assessor's Map 07.11.15AB);
498. Thence along said most southerly line, Easterly 100 feet, more or less, to the southerly easterly line of said Deed (Assessor's Map 07.11.15AB);

499. Thence along the southerly extension of said southerly easterly line, Southerly 241 feet, more or less, to the northerly line of Lot 1, Block 1 of the plat of "First Addition to Delake" (Assessor's Map 07.11.15AC);
500. Thence along said northerly line, Easterly 49 feet, more or less, to the easterly line of said Block 1 (Assessor's Map 07.11.15AC);
501. Thence along said easterly line, Southerly 252 feet, more or less, to the northerly right-of-way line of NE 1st Street (Assessor's Map 07.11.15AC);
502. Thence along said northerly right-of-way line, Westerly 236 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.15AC);
503. Thence along said easterly right-of-way line, Southerly 51 feet, more or less, to the southerly right-of-way line of NE 1st Street (Assessor's Map 07.11.15AC);
504. Thence along said southerly right-of-way line, Easterly 259 feet, more or less, to the easterly line of Lot 1, Block 2 of said plat (Assessor's Map 07.11.15AC);
505. Thence along said easterly line, Southerly 142 feet, more or less, to the Ordinary High Water Line of Devil's Lake (Assessor's Map 07.11.15AC);
506. Thence along said Ordinary High Water Line, Westerly, Southerly and Easterly 689 feet, more or less, to the westerly line of Block 3 of the plat of "Delake Island Addition" (Assessor's Map 07.11.15AD);
507. Thence along said westerly line, Southerly 72 feet, more or less, to the northerly right-of-way line of SE 1st Street (Assessor's Map 07.11.15AD);
508. Thence along said northerly right-of-way line, Westerly 525 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.15AC);
509. Thence along said easterly right-of-way line, Southerly 426 feet, more or less, to the southwesterly line of the plat of "Lake Village Condominium" (Assessor's Map 07.11.15AC);
510. Thence along said southwesterly line, Southeasterly 424 feet, more or less, to a line that is parallel with and 28.75 feet easterly of the easterly line of Lot 6 of the plat of "Hostetler's First Addition to South Delake Townsite" (Assessor's Map 07.11.15AC);
511. Thence along said parallel line, Southerly 131 feet, more or less, to the northerly right-of-way line of SE 3rd Street (Assessor's Map 07.11.15AC);
512. Thence along said northerly right-of-way line, Westerly 247 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.15AC);
513. Thence along said easterly right-of-way line, Southerly 30 feet, more or less, to the southerly right-of-way line of SE 3rd Street (Assessor's Map 07.11.15DB);
514. Thence along said southerly right-of-way line, Easterly 130 feet, more or less, to the westerly line of Book 447, Page 452 (Assessor's Map 07.11.15DB);
515. Thence along said westerly line, Southerly 635 feet, more or less, to the southerly line of said Deed (Assessor's Map 07.11.15DB);
516. Thence along said southerly line, Easterly 533 feet, more or less, to the westerly line of Block 2 of the plat of "Lakewood" (Assessor's Map 07.011.15DA);
517. Thence along said westerly line, Southerly 146 feet, more or less, to the northwesterly line of Instrument Number 201903209 (Assessor's Map 07.11.15DB);
518. Thence along said northwesterly line, Southwesterly 409 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.15DB);

519. Thence along said easterly right-of-way line, Southerly 299 feet, more or less, to the southeasterly line of Book 249, Page 1928 (Assessor's Map 07.11.15DB);
520. Thence along said southeasterly line, Northeasterly 36 feet, more or less, to the easterly line of said Deed (Assessor's Map 07.11.15DB);
521. Thence along said easterly line, Northerly 26 feet, more or less, to the northwesterly line of Partition Plat 1992-18 (Assessor's Map 07.11.15DB);
522. Thence along said northwesterly line, Northeasterly 137 feet, more or less, to the westerly line of Block 2 of the plat of "Lakewood" (Assessor's Map 07.11.15DB);
523. Thence along said westerly line, Southerly 149 feet, more or less, to the southerly line of Lot 24 of said Block 2 (Assessor's Map 07.11.15DB);
524. Thence along said southerly line, Easterly 100 feet, more or less, to the westerly right-of-way line of SE Inlet Avenue (Assessor's Map 07.11.15DB);
525. Thence along said westerly right-of-way line, Southerly 261 feet, more or less, to the northwesterly right-of-way line of SE 9th Street (Assessor's Map 07.11.15DB);
526. Thence along said northwesterly right-of-way line, Southwesterly 132 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.15DB);
527. Thence along said easterly right-of-way line, Southerly 51 feet, more or less, to the southeasterly right-of-way line of SE 9th Street (Assessor's Map 07.11.15DD);
528. Thence along said southeasterly right-of-way line, Northeasterly 248 feet, more or less, to the westerly right-of-way line of SE Jetty Avenue (Assessor's Map 07.11.15DD);
529. Thence along said westerly right-of-way line, Southerly 585 feet, more or less, to the northerly right-of-way line of SE East Devil's Lake Road (Assessor's Map 07.11.15DD);
530. Thence along said northerly right-of-way line, Westerly 258 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.15DD);
531. Thence along said easterly right-of-way line, Southerly 170 feet, more or less, to the southerly right-of-way line of SE East Devil's Lake Road, also being on the northwesterly line of Parcel 4 of Instrument Number 201411284 (Assessor's Map 07.11.15DD);
532. Thence along said northwesterly line, Northeasterly 1,148 feet, more or less, to the easterly line of said Deed (Assessor's Map 07.11.15DD);
533. Thence along said easterly line, Southerly 891 feet, more or less, to the northerly right-of-way line of SE 14th Street (Assessor's Map 07.11.15DD);
534. Thence along said northerly right-of-way line, Westerly 980 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.15DD);
535. Thence along said easterly right-of-way line, Southerly 300 feet, more or less, to the southerly line of Instrument Number 201212569 (Assessor's Map 07.11.22AA);
536. Thence along said southerly line, Easterly 292 feet, more or less, to the easterly line of Book 304, Page 1528 (Assessor's Map 07.11.22AA);
537. Thence along said easterly line, Southerly 50 feet, more or less, to the southerly line of said Deed (Assessor's Map 07.11.22AA);
538. Thence along said southerly line, Westerly 99 feet, more or less, to the westerly line of Instrument Number 200517678 (Assessor's Map 07.11.22AA);

539. Thence along said westerly line, Southerly 200 feet, more or less, to the northerly right-of-way line of SE 16th Street (Assessor's Map 07.11.22AA);
540. Thence along said northerly right-of-way line, Westerly 220 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AA);
541. Thence along said easterly right-of-way line, Southerly 30 feet, more or less, to the southerly right-of-way line of SE 16th Street (Assessor's Map 07.11.22AA);
542. Thence along said southerly right-of-way line, Easterly 248 feet, more or less, to the easterly line of Instrument Number 200602383 (Assessor's Map 07.11.22AA);
543. Thence along said easterly line, Southerly 100 feet, more or less, to the southerly line of said Deed (Assessor's Map 07.11.22AA);
544. Thence along said southerly line, Westerly 50 feet, more or less, to the easterly line of Book 49, Page 362 (Assessor's Map 07.11.22AA);
545. Thence along said easterly line and continuing along the northerly easterly line of Instrument Number 201301041, Southerly 192 feet, to the easterly southerly line of said Deed (Assessor's Map 07.11.22AA);
546. Thence along said easterly southerly line, Westerly 46 feet, more or less, to the southerly easterly line of said Deed (Assessor's Map 07.11.22AA);
547. Thence along said southerly easterly line and continuing along the northerly easterly line of Instrument Number 200505569, Southerly 137 feet, more or less, to the easterly southerly line of said Deed (Assessor's Map 07.11.22AA);
548. Thence along said easterly southerly line, Westerly 30 feet, more or less, to the southerly easterly line of said Deed (Assessor's Map 07.11.22AA);
549. Thence along said southerly easterly line, Southerly 100 feet, more or less, to the northerly right-of-way line of SE 19th Street (Assessor's Map 07.11.22AA);
550. Thence along said northerly right-of-way line, Westerly 156 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AA);
551. Thence along said easterly right-of-way line, Southerly 54 feet, more or less, to the southerly right-of-way line of SE 19th Street (Assessor's Map 07.11.22AA);
552. Thence along said southerly right-of-way line, Easterly 196 feet, more or less, to the easterly line of Instrument Number 201811629 (Assessor's Map 07.11.22AA);
553. Thence along said easterly line, Southerly 208 feet, more or less, to the southerly line of Book 292, Page 082 (Assessor's Map 07.11.22AA);
554. Thence along said southerly line, Easterly 100 feet, more or less, to the westerly line of Partition Plat Number 1991-60 (Assessor's Map 07.11.22AD);
555. Thence along said westerly line, Southerly 250 feet, more or less, to the southerly line of Parcel 3 of Book 390, Page 2055 (Assessor's Map 07.11.22AD);
556. Thence along said southerly line, Westerly 146 feet, more or less, to the northerly westerly line of Book 215, Page 2357 (Assessor's Map 07.11.22AD);
557. Thence along said northerly westerly line, Southerly 101 feet, more or less, to the westerly northerly line of said Deed (Assessor's Map 07.11.22AD);
558. Thence along said westerly northerly line, Westerly 134 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AD);
559. Thence along said easterly right-of-way line, Southerly 202 feet, more or less, to the northerly line of Instrument Number 201905443 (Assessor's Map 07.11.22AD);
560. Thence along said northerly line, Easterly 283 feet, more or less, to the easterly line of said Deed (Assessor's Map 07.11.22AD);

561. Thence along said easterly line, Southerly 108 feet, more or less, to the southerly line of said Deed (Assessor's Map 07.11.22AD);
562. Thence along said southerly line, Westerly 290 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AD);
563. Thence along said easterly right-of-way line, Southerly 118 feet, more or less, to the northerly line of Instrument Number 201908318 (Assessor's Map 07.11.22AD);
564. Thence along said northerly line, Easterly 157 feet, more or less, to the easterly line of said Deed (Assessor's Map 07.11.22AD);
565. Thence along said easterly line, Southerly 213 feet, more or less, to the northerly right-of-way line of SE 23rd Drive (Assessor's Map 07.11.22AD);
566. Thence along said northerly right-of-way line, Westerly 147 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AD);
567. Thence along said easterly right-of-way line, Southerly 32 feet, more or less, to the southerly right-of-way line of SE 23rd Drive (Assessor's Map 07.11.22AD);
568. Thence along said southerly right-of-way line, Southeasterly 356 feet, more or less, to the westerly line of Book 311, Page 176 (Assessor's Map 07.11.22AD);
569. Thence along said westerly line, Southerly 163 feet, more or less, to the north line of the Southeast One-Quarter of Section 22, Township 7 South, Range 11 West (Assessor's Map 07.11.22DA);
570. Thence along said north line, Westerly 306 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22DA);
571. Thence along said easterly right-of-way line, Southerly 409 feet, more or less, to the easterly line of Book 193, Page 2091 (Assessor's Map 07.11.22DB);
572. Thence along said easterly line, Southerly 672 feet, more or less, to the northerly right-of-way line of SE 27th Street (Assessor's Map 07.11.22DB);
573. Thence along said northerly right-of-way line, Westerly 340 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22DB);
574. Thence along said easterly right-of-way line, Southerly 216 feet, more or less, to the northerly line of Instrument Number 200814300 (Assessor's Map 07.11.22DB);
575. Thence along said northerly line, Easterly 464 feet, more or less, to the easterly line of said Deed (Assessor's Map 07.11.22DB);
576. Thence along said easterly line, Southerly 90 feet, more or less, to the southerly line of said Deed (Assessor's Map 07.11.22DB);
577. Thence along said southerly line, Westerly 128 feet, more or less, to westerly line of Instrument Number 201603525 (Assessor's Map 07.11.22DC);
578. Thence along said westerly line, Southerly 637 feet, more or less, to the southerly line of Instrument Number 200613688 (Assessor's Map 07.11.22DC);
579. Thence along said southerly line, Westerly 863 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22DC);
580. Thence along said easterly right-of-way line, Southerly 477 feet, more or less, to the southerly right-of-way line of SE 31st Street (Assessor's Map 07.11.22DC);
581. Thence along said southerly right-of-way line, Easterly 93 feet, more or less, to the northeasterly extension of the southeasterly line of Instrument Number 200615404 (Assessor's Map 07.11.22DC);
582. Thence along said northeasterly extension and the southeasterly line of said Deed, and the southwesterly extension thereof, Southwesterly 183 feet, more or less, to the

westerly line of the Southeast One-Quarter of Section 22, Township 7 South, Range 11 West (Assessor's Map 07.11.27AB);

583. Thence along said westerly line and continuing along the westerly line of the Northeast One-Quarter of Section 27, Township 7 South, Range 11 West, Southerly 219 feet, more or less, to the northerly right-of-way line of SE 32nd Street (Assessor's Map 07.11.27AB);
584. Thence along said northerly right-of-way line, Westerly 239 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.27BA);
585. Thence along said easterly right-of-way line, Southerly 67 feet, more or less, to the southwesterly line of Instrument Number 200304387 (Assessor's Map 07.11.27BA);
586. Thence along said southwesterly line, Southeasterly 231 feet, more or less, to the southerly line of said Deed (Assessor's Map 07.11.27BA);
587. Thence along said southerly line, Easterly 31 feet, more or less, to the east line of northwest One-Quarter of Section 27(Assessor's Map 07.11.27BA);
588. Thence along said east line, Southerly 158 feet, more or less, to the northerly line of the plat of "Sea Crest Park Addition of Nelscott" (Assessor's Map 07.11.27BA);
589. Thence along said northerly line, Westerly 318 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.27BA);
590. Thence along said easterly right-of-way line, Southerly 189 feet, more or less, to the southerly right-of-way line of SE 35th Street (Assessor's Map 07.11.27BA);
591. Thence along said southerly line, Easterly 102 feet, more or less, to the easterly line of Lot 1, Block 1 of said plat (Assessor's Map 07.11.27BA);
592. Thence along said easterly line, and the southerly extension thereof, Southerly 790 feet, more or less, to the southerly line of said plat (Assessor's Map 07.11.27BA);
593. Thence along said southerly line, Easterly 200 feet, more or less, to the easterly line of Instrument Number 200314582 (Assessor's Map 07.11.27BD);
594. Thence along said easterly line, Southerly 582 feet, more or less, to the northeasterly right-of-way line of SE High School Drive (Assessor's Map 07.11.27BD);
595. Thence along said northeasterly right-of-way line, Northwesterly 593 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.27BD);
596. Thence along said easterly right-of-way line, Southerly 50 feet, more or less, to the southwesterly right-of-way line of SE High School Drive (Assessor's Map 07.11.27BD);
597. Thence along said southwesterly right-of-way line, Southeasterly 308 feet, more or less, to the northwesterly line of Parcel 1 of Instrument Number 200616261 (Assessor's Map 07.11.27BD);
598. Thence along said northwesterly line, and continuing along the northerly line of said Parcell and the northeasterly line of Parcel 2 of said Deed, Westerly 490 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.27BD);
599. Thence along said easterly right-of-way line, Southerly 1,310 feet, more or less, to the southerly line of Book 15, Page 774 (Assessor's Map 07.11.27CA);
600. Thence along said southerly line, Easterly 394 feet, more or less, to a point on the northwesterly line of Parcel 1 of Instrument Number 200801751 the lies 352.7 feet,

more or less, northeasterly of the northwesterly corner of said Parcel 1 (Assessor's Map 07.11.27CA);

601. Thence leaving said northwesterly line, at right angles, Southeasterly 45 feet, more or less, to a line that is parallel with, and 45.00 feet southeasterly of said northwesterly line (Assessor's Map 07.11.27CA);
602. Thence along said parallel line, Southwesterly 62 feet, more or less, to the northwesterly extension of the northeasterly line of Parcel 2 of said Deed (Assessor's Map 07.11.27CA);
603. Thence along said northwesterly extension and said northeasterly line, Southeasterly 207 feet, more or less, to the southeasterly corner of said Parcel 2 (Assessor's Map 07.11.27CA);
604. Thence leaving said southeasterly corner, Southeasterly 119 feet, more or less, to the northeasterly corner of Book 305, Page 1922 (Assessor's Map 07.11.27CDA);
605. Thence along the northeasterly line of said Deed, and the southeasterly extension thereof, Southeasterly 210 feet, more or less, to the southeasterly line of Parcel 1 of Instrument Number 200801751 (Assessor's Map 07.11.27CA);
606. Thence along said southeasterly line, Northeasterly 100 feet, more or less, to the northwesterly extension of the southwesterly line of Tract 'A' of the plat of "Sheltered Cove Estates" (Assessor's Map 07.11.27DB);
607. Thence along said northwesterly extension, said southwesterly line, and the southeasterly extension thereof, Southeasterly 1,198 feet, more or less, to the southwesterly westerly line of the plat of "Sheltered Cove Estates" (Assessor's Map 07.11.27DC);
608. Thence along said southwesterly westerly line, Southerly 286 feet, more or less, to the northwesterly right-of-way line of SE Heron Loop (Assessor's Map 07.11.27DC);
609. Thence along said northwesterly right-of-way line, Southwesterly 40 feet, more or less, to the southwesterly right-of-way line of SE Inlet Avenue (Assessor's Map 07.11.27DC);
610. Thence along said southwesterly right-of-way line, Southeasterly 395 feet, more or less, to the northwesterly right-of-way line of SE 48th Place (Assessor's Map 07.11.27DC);
611. Thence along said northwesterly right-of-way line, Southwesterly 117 feet, more or less, to a line that is parallel with and 35.00 feet easterly of the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.27DC);
612. Thence along said parallel line, Southerly 40 feet, more or less, to the southeasterly right-of-way line of SE 48th Place (Assessor's Map 07.11.27DC);
613. Thence along said southeasterly right-of-way line, Northeasterly 117 feet, more or less, to the southwesterly right-of-way line of SE Inlet Avenue (Assessor's Map 07.11.27DC);
614. Thence along said southwesterly right-of-way line, Southeasterly 810 feet, more or less, to the westerly right-of-way line of SE Jetty Avenue (Assessor's Map 07.11.27DD);
615. Thence along said westerly right-of-way line, Southerly 209 feet, more or less, to the northerly right-of-way line of SE 51st Street (Assessor's Map 07.11.34AA);
616. Thence along said northerly right-of-way line, Easterly 48 feet, more or less, to the easterly right-of-way line of SE Jetty Avenue (Assessor's Map 07.11.34AA);

617. Thence along said easterly right-of-way line, Northerly 54 feet, more or less, to the southerly line of Instrument Number 200515758 (Assessor's Map 07.11.34AA);
618. Thence along said southerly line, Easterly 53 feet, more or less, to the easterly line of said Deed (Assessor's Map 07.11.34AA);
619. Thence along said easterly line, Northerly 42 feet, more or less, to the northerly line of Lot 3, Block 3 of the plat of "First Addition to Taft" (Assessor's Map 07.11.34AA);
620. Thence along said northerly line, and the easterly extension thereof, Easterly 107 feet, more or less, to the westerly right-of-way line of SE Keel Avenue (Assessor's Map 07.11.34AA);
621. Thence along said westerly right-of-way line, Southerly 88 feet, more or less, to the northerly right-of-way line of SE 51st Street (Assessor's Map 07.11.34AA);
622. Thence along said northerly right-of-way line, Westerly 110 feet, more or less, to the westerly line of said Lot 3 (Assessor's Map 07.11.34AA);
623. Thence leaving said northerly right-of-way line, Southerly 45 feet, more or less, to the northwesterly corner of a parcel of land described the Tax Lot 4100 parcel of Book 465, Page 1041 (Assessor's Map 07.11.34AA);
624. Thence along said southerly right-of-way line, Easterly 328 feet, more or less, the northeasterly line of US Government Lot 3, as described in the Tax Lot 4100 parcel of Book 465, Page 1041 (Assessor's Map 07.11.34AA);
625. Thence along said northeasterly line, Southeasterly 193 feet, more or less, to the Ordinary High Water Line of Schooner Creek (Assessor's Map 07.11.34AA);
626. Thence along said Ordinary High Water Line, Southwesterly 686 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.34AA);
627. Thence leaving said easterly right-of-way line, South 49°34'29" West 12.26 feet, more or less (Assessor's Map 07.11.34AA);
628. Thence South 18°26'11" West 155.46 feet, more or less (Assessor's Map 07.11.34AA);
629. Thence South 29°03'23" West 46.96 feet, more or less (Assessor's Map 07.11.34AA);
630. Thence South 69°10'51" West 38.50 feet, more or less (Assessor's Map 07.11.34AA);
631. Thence South 07°50'23" West 164.45 feet, more or less (Assessor's Map 07.11.34AA);
632. Thence South 88°52'42" East 73.73 feet, more or less, to the easterly right-of-way line of US Highway (Assessor's Map 07.11.34AA);
633. Thence along said easterly right-of-way line, Southerly 1,341 feet, more or less, to the northerly line of Book 270, Page 2360 (Assessor's Map 07.11.34AD);
634. Thence along said northerly line, Easterly 338 feet, more or less, to the easterly line of Instrument Number 200711324 (Assessor's Map 07.11.34AD);
635. Thence along said easterly line, and the southerly extension thereof, Southerly 286 feet, more or less, to the northeasterly line of Book 312, Page 783 (Assessor's Map 07.11.34AD);
636. Thence along said northeasterly line, and the southeasterly extension thereof, Southeasterly 247 feet, more or less, to the southeasterly line of Parcel 2 of Instrument Number 201700796 (Assessor's Map 07.11.34DA);

637. Thence along said southeasterly line, Southwesterly 92 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.34DA);
638. Thence along said easterly right-of-way line, Southerly 50 feet, more or less, to the northwesterly line of Parcel 3 of Instrument Number 201700796 (Assessor's Map 07.11.34DA);
639. Thence along said northwesterly line, Northeasterly 333 feet, more or less, to the northeasterly line of said Deed (Assessor's Map 07.11.34DA);
640. Thence along said northeasterly line, Southeasterly 225 feet, more or less, to the northwesterly line of Book 343, Page 616 (Assessor's Map 07.11.34DA);
641. Thence along said northwesterly line, Northeasterly 123 feet, more or less, to the east line of Section 34, Township 7 South, Range 11 West (Assessor's Map 07.11.34DA);
642. Thence along said east line, Southerly 798 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.34DA);
643. Thence along said westerly right-of-way line, Southerly 64 feet, more or less, to the southeasterly line of Parcel 3 of Book 346, Page 1155 (Assessor's Map 07.11.34DA);
644. Thence along said southeasterly line, Southwesterly 50 feet, to the east line of Section 34 (Assessor's Map 07.11.34DA);
645. Thence along said east line, Southerly 274 feet, more or less, to the southwesterly line of said Deed (Assessor's Map 07.11.34DA);
646. Thence along said southwesterly line, Northwesterly 439 feet, more or else, to the southeasterly right-of-way line of SW 63rd Street (Assessor's Map 07.11.34DA);
647. Thence along said southeasterly right-of-way line, Northeasterly 276 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.34DA);
648. Thence along said westerly right-of-way line, Northerly 49 feet, more or less, to the northwesterly right-of-way line of SW 63rd Street (Assessor's Map 07.1.34DA);
649. Thence along said northwesterly right-of-way line, Southwesterly 201 feet, more or less, to the northeasterly right-of-way line of SW Keel Avenue (Assessor's Map 07.11.34DA);
650. Thence along said northeasterly right-of-way line, Northwesterly 374 feet, more or less, to the southeasterly right-of-way line of SW 62nd Street (Assessor's Map 07.11.34DA);
651. Thence along said southeasterly right-of-way line, Northeasterly 195 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.34DA);
652. Thence along said westerly right-of-way line, Northerly 31 feet, more or less, to the northwesterly right-of-way line of SW 62nd Street (Assessor's Map 07.11.34DA);
653. Thence along said northwesterly right-of-way line and continuing along the northerly right-of-way line. Westerly 459 feet, more or less, to the southeasterly right-of-way line of SW Jetty Avenue (Assessor's Map 07.11.34DA);
654. Thence along said southeasterly right-of-way line, Southwesterly 68 feet, more or less, to the southerly right-of-way line of SW 62nd Street (Assessor's Map 07.11.34DA);
655. Thence along said southerly right-of-way line, Easterly 214 feet, more or less, to the northerly westerly line of Book 446, Page 374 (Assessor's Map 07.11.34DA);

656. Thence along said northerly westerly line, Southerly 423 feet, more or less, to the westerly northerly line of said Deed (Assessor's Map 07.11.34DA);
657. Thence along said westerly northerly line, Westerly 314 feet, more or less, to the southerly westerly line of said Deed (Assessor's Map 07.11.34DA);
658. Thence along said southerly westerly line, Southerly 100 feet, more or less, to the northerly right-of-way line of SW 63rd Street (Assessor's Map 07.11.34DA);
659. Thence along said northerly right-of-way line, Westerly 300 feet, more or less, to the easterly line of the plat of "Rhododendron Addition to Cutler City" (Assessor's Map 07.11.34DA);
660. Thence along said easterly line, Southerly 32 feet, more or less, to the southerly right-of-way line of SW 63rd Street (Assessor's Map 07.11.34DA);
661. Thence along said southerly right-of-way, Easterly 100 feet, more or less, to the westerly right-of-way line of SW Inlet Avenue (Assessor's Map 07.11.34DA);
662. Thence along said westerly right-of-way line, Southerly 1,559 feet, more or less, to the northerly right-of-way line of SW 69th Street (Assessor's Map 07.11.34DD);
663. Thence along said northerly right-of-way line, Westerly 200 feet, more or less, to the easterly right-of-way line of SW Harbor Avenue (Assessor's Map 07.11.34DD);
664. Thence along said easterly right-of-way line, Northerly 1,690 feet, more or less, to the southeasterly right-of-way line of SW 62nd Street (Assessor's Map 07.11.34DA);
665. Thence along said southeasterly right-of-way line, Northeasterly 615 feet, more or less, to the westerly right-of-way line of SE Jetty Avenue (Assessor's Map 07.11.34DA);
666. Thence leaving said southeasterly right-of-way line, at right angles, Northwesterly 30 feet, more or less, to the northwesterly right-of-way line of SW 62nd Street (Assessor's Map 07.11.34DA);
667. Thence along said northwesterly right-of-way line, Southwesterly 621 feet, more or less, to the northerly extension of the westerly right-of-way line of SW Harbor Avenue (Assessor's Map 07.11.34DB);
668. Thence along said northerly extension of the westerly right-of-way line, Southerly 1,708 feet, more or less, to the northerly right-of-way line of SW 69th Street (Assessor's Map 07.11.34DC):
669. Thence along said northerly right-of-way line, Westerly 200 feet, more or less, to the easterly right-of-way line of SW Galley Avenue (Assessor's Map 07.11.34DC);
670. Thence along said easterly right-of-way line, Northerly 1,542 feet, more or less, to the southeasterly right-of-way line of SW 62nd Street (Assessor's Map 07.11.34DB);
671. Thence along said southeasterly right-of-way line, Southwesterly 170 feet, more or less, to the southerly line of Lot 1, Block 4 of the plat of "Bayview Addition to Cutler's Townsite" (Assessor's Map 07.11.34DB);
672. Thence along said southerly line, Easterly 85 feet, more or less, to the westerly right-of-way line of SW Galley Avenue (Assessor's Map 07.11.34DB);
673. Thence along said westerly right-of-way line, Southerly 1,437 feet, more or less, to the northerly right-of-way line of SW 69th Street (Assessor's Map 07.11.34DC);
674. Thence along said northerly right-of-way line, Westerly 200 feet, more or less, to the easterly right-of-way line of SW Fleet Avenue (Assessor's Map 07.11.34DC);

675. Thence along said easterly right-of-way line, Northerly 400 feet, more or less, to the southerly line of Lot 5, Block 11 of the plat of "Cutler" (Assessor's Map 07.11.34DC);
676. Thence along said southerly line, Easterly 100 feet, more or less, to the easterly line of said Lot 5 (Assessor's Map 07.11.34DC);
677. Thence along said easterly line, and the northerly extension thereof, Northerly 100 feet, more or less, to the northerly line of Lot 4 of said Block 11 (Assessor's Map 07.11.34DC);
678. Thence along said northerly line, Westerly 100 feet, more or less, to the easterly right-of-way line of SW Fleet Avenue (Assessor's Map 07.11.34DC);
679. Thence along said easterly right-of-way line, Northerly 800 feet, more or less, to the northerly line of Lot 2, Block 9 of said plat (Assessor's Map 07.11.34DB);
680. Thence leaving said easterly right-of-way line, at right angles, Westerly 48 feet, more or less, to the westerly right-of-way line of SW Fleet Avenue (Assessor's Map 07.11.34DC);
681. Thence along said westerly right-of-way line, Southerly 1,350 feet, more or less, to the southerly right-of-way line of SW 69th Street (Assessor's Map 07.11.34DC);
682. Thence along said southerly right-of-way line, Easterly 249 feet, more or less, to the westerly right-of-way line of SW Galley Avenue (Assessor's Map 07.11.34DC);
683. Thence along said westerly right-of-way line, Southerly 110 feet, more or less, to the westerly extension of the centerline of a vacated 15.00 foot wide alley per the plat of "Cutler's Addition to Cutler's Townsite" (Assessor's Map 07.11.34DC);
684. Thence along said westerly extension, Easterly 50 feet, more or less, to the easterly right-of-way line of SW Galley Avenue (Assessor's Map 07.11.34DC);
685. Thence along said easterly right-of-way line, Northerly 110 feet, more or less, to the southerly right-of-way line of SW 69th Street (Assessor's Map 07.11.34DC);
686. Thence along said southerly right-of-way line, Easterly 485 feet, more or less, to the southerly extension of the easterly right-of-way line of SW Inlet Avenue (Assessor's Map 07.11.34DD);
687. Thence along said southerly extension of the easterly right-of-way line, Northerly 1,568 feet, more or less, to the southerly right-of-way line of SW 63rd Street (Assessor's Map 07.11.34DA);
688. Thence along said southerly right-of-way line, Easterly 100 feet, more or less, to the easterly line of the plat of "Pine's Addition to Cutler's Townsite" (Assessor's Map 07.11.34DA);
689. Thence along said easterly line, and the southerly extension thereof, Southerly 1,545 feet, more or less, to the southerly right-of-way line of SW 69th Street (Assessor's Map 07.11.34DD);
690. Thence along said southerly right-of-way line, Easterly 180 feet, more or less, to the easterly line of Lot 11, Block 4 of the plat of "Rhododendron Addition to Cutler City" (Assessor's Map 07.11.34DD);
691. Thence along the northerly extension of said easterly line, Northerly 33 feet, more or less, to the southerly line of a right-of-way dedication per Tract 2 of Book 213, Page 343 (Assessor's Map 07.11.34DD);

692. Thence leaving said southerly line, Northerly 30 feet, more or less, to the southwesterly corner of Instrument Number 200418844 (Assessor's Map 07.11.34DD);
693. Thence along the westerly line of said Deed, Northerly 177 feet, more or less, to the northerly line of said Deed (Assessor's Map 07.11.34DD);
694. Thence along said northerly line, and the easterly extension thereof, Easterly 145 feet, more or less, to the easterly line of Instrument Number 201402357 (Assessor's Map 07.11.34DD);
695. Thence along said easterly line, and the southerly extension thereof, Southerly 133 feet, more or less, to the southerly line of said Tract 2 (Assessor's Map 07.11.34DD);
696. Thence along said southerly line, Easterly 143 feet, more or less, to the easterly line of said Tract 2 (Assessor's Map 07.11.34DD);
697. Thence along said easterly line, and continuing along the easterly line of Tract 3 of said Deed, Northerly 135 feet, more or less, to the northerly line of said Tract 3 (Assessor's Map 07.11.34DD);
698. Thence along said northerly line, Westerly 40 feet, more or less, to the westerly line of said Tract 3 (Assessor's Map 07.11.34DD);
699. Thence along said westerly line, Southerly 94 feet, more or less, to the northerly line of said Tract 2 (Assessor's Map 07.11.34DD);
700. Thence along said northerly line, Westerly 30 feet, more or less, to the westerly line of Book 258, Page 1635 (Assessor's Map 07.11.34DD);
701. Thence along said westerly line, Northerly 128 feet, more or less, to the northerly line of said Deed (Assessor's Map 07.11.34DD);
702. Thence along said northerly line, and the easterly extension thereof, Easterly 258 feet, more or less, to the easterly line of Lot 8, of the plat of "Winged Sanctuary Estates PUD" (Assessor's Map 07.11.34DD);
703. Thence along said easterly line, Southerly 231 feet, more or less, to the northerly line of Tract 'A' of said plat (Assessor's Map 07.11.34DD);
704. Thence along said northerly line, Easterly 382 feet, more or less, to the easterly line of Lot 7 of said plat (Assessor's Map 07.11.34DD);
705. Thence along said easterly line, Northerly 227 feet, more or less, to the northerly line of said Lot 7 (Assessor's Map 07.11.34DD);
706. Thence along the easterly extension of the northerly line of said Lot 7, Easterly 52 feet, more or less, to the east line of said Section 34 (Assessor's Map 07.11.35C);
707. Thence along said east line, Southerly 442 feet, more or less, to the Point of Beginning.

Excepting therefrom the following parcels:
Excepting Parcel 1 (See Map Sheet 08)
Beginning at the southeast corner of Lot 13, Block 3 of the plat of "Bayview Addition to Cutler's Townsite (Assessor's Map 07.11.34DB Detail Map No. 1);

1000. Thence along the southerly line of said Lot 13, Westerly 5 feet, more or less, to the True Point of Beginning (Assessor's Map 07.11.34DB Detail Map No. 1);

1001. Thence continuing along said southerly line, Westerly 12.50 feet, more or less, to a line that is parallel with and 17.50 feet westerly of the easterly line of said Lot 13 (Assessor's Map 07.11.34DB Detail Map No. 1);
1002. Thence along said parallel line, Northerly 40 feet, more or less, to a point which bears South 80°54'35" East 39.00 feet from the northwesterly corner of said Lot 13 (Assessor's Map 07.11.34DB Detail Map No. 1);
1003. Thence Easterly 12.50 feet, more or less, to a point which bears South 87°44'16" West 55.21 feet from the northeasterly corner of said Lot 13, also being on a line parallel with and 5.00 feet westerly of the easterly line of said Lot 13 (Assessor's Map 07.11.34DB Detail Map No. 1);
1004. Thence along said parallel line, Southerly 40 feet, more or less, to the True Point of Beginning

Excepting Parcel 2 (See Map Sheet 08)
The westerly 17.50 feet of Lot 3, Block 3 of the plat of "Bayview Addition to Cutler's Townsite" (Assessor's Map 07.11.34DB Detail Map No. 1);

Excepting Parcel 3: (See Map Sheet 06)
Beginning at the northeast corner of the Southeast One-Quarter of the Northeast One-Quarter of Section 10, Township 7 South, Range 11 West (Assessor's Map 07.11.11BC);

1100. Thence leaving said northeast corner, South 06°58'16" East 251.89 feet, more or less, to the northwesterly corner of Book 448, Page 918, also being the True Point of Beginning (Assessor's Map 07.11.11BC);
1101. Thence along the northerly line of said Deed, Easterly 99 feet, more or less, to the easterly line of said Deed (Assessor's Map 07.11.11BC);
1102. Thence along said easterly line, Southerly 160 feet, more or less, to the westerly southerly line of Parcel 2 of Instrument Number 201105971 (Assessor's Map 07.11.11BC);
1103. Thence along said westerly southerly line, Easterly 98 feet, more or less, to the southerly westerly line of said Parcel 2 (Assessor's Map 07.11.11BC);
1104. Thence along said southerly westerly line, Southerly 81 feet, more or less, to the northerly line of said Parcel 1 of said Deed (Assessor's Map 07.11.11BC);
1105. Thence along said northerly line, Westerly 110 feet, more or less, to the westerly line of said Parcel 1 (Assessor's Map 07.11.11BC);
1106. Thence along said westerly line, Southerly 201 feet, more or less, the northerly right-of-way line of NE 22nd Street (Assessor's Map 07.11.11BC);
1107. Thence along said northerly right-of-way line, Westerly 55 feet, more or less, to the easterly line of Book 401, Page 1046 (Assessor's Map 07.11.11BC);
1108. Thence along said easterly line, Northerly 127 feet, more or less, to the northerly line of said Deed (Assessor's Map 07.11.11BC);
1109. Thence along said northerly line, Westerly 98 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.11BC);
1110. Thence along said easterly right-of-way line, Northerly 301 feet, more or less, to the True point of Beginning

Excepting Parcel 4: (See Map Sheet 07)
Lot 16 and Lot 17, Block 1, of the plat of "Norwick's First Addition at Devil's Lake" (Assessor's Map 07.11.02CB);

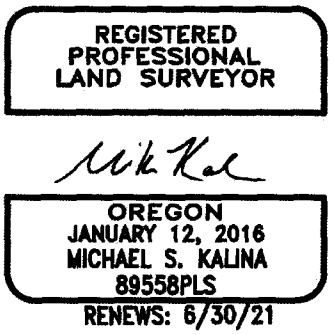
Excepting Parcel 5: (See Map Sheet 07)
Lot 56 and Tract 'B' of the plat of "Lincoln Shore Resort" (Assessor's Map 07.11.02BB);

Excepting Parcel 6: (See Map Sheet 07)
Tract 'C' of the plat of "Lincoln Shore Resort" (Assessor's Map 07.11.02BB);

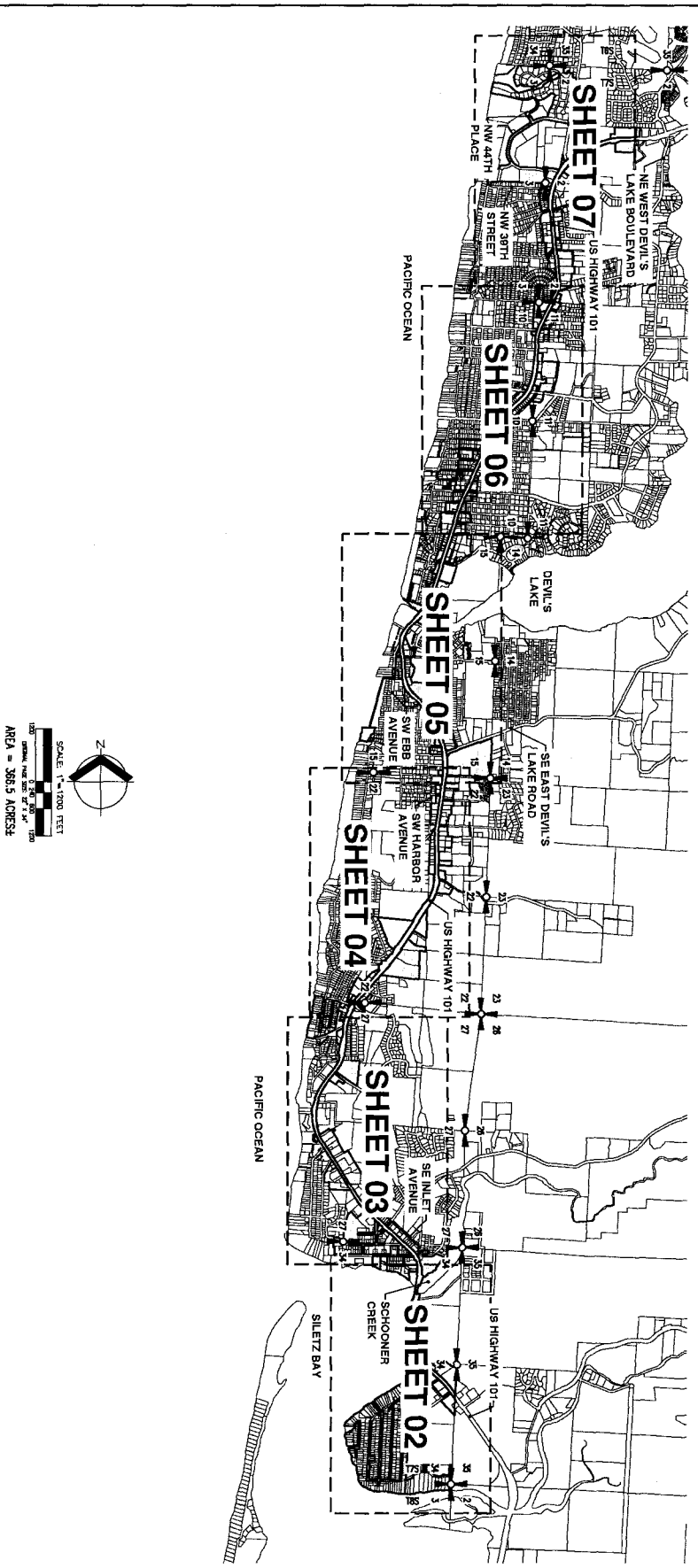
The above described tract of land contains 366.5 acres, more or less.

The Basis of Bearings for this description is State Plane Grid bearing, Oregon State Plane, North Zone 3601, NAD83(2011).

2/11/2020



AKS DRAWING FILE: 7830URA.DWG | LAYOUT: 01



MAP OF URBAN RENEWAL DISTRICT: COVER SHEET

CITY OF LINCOLN CITY
URBAN RENEWAL AREA

LINCOLN CITY — LINCOLN COUNTY — OREGON

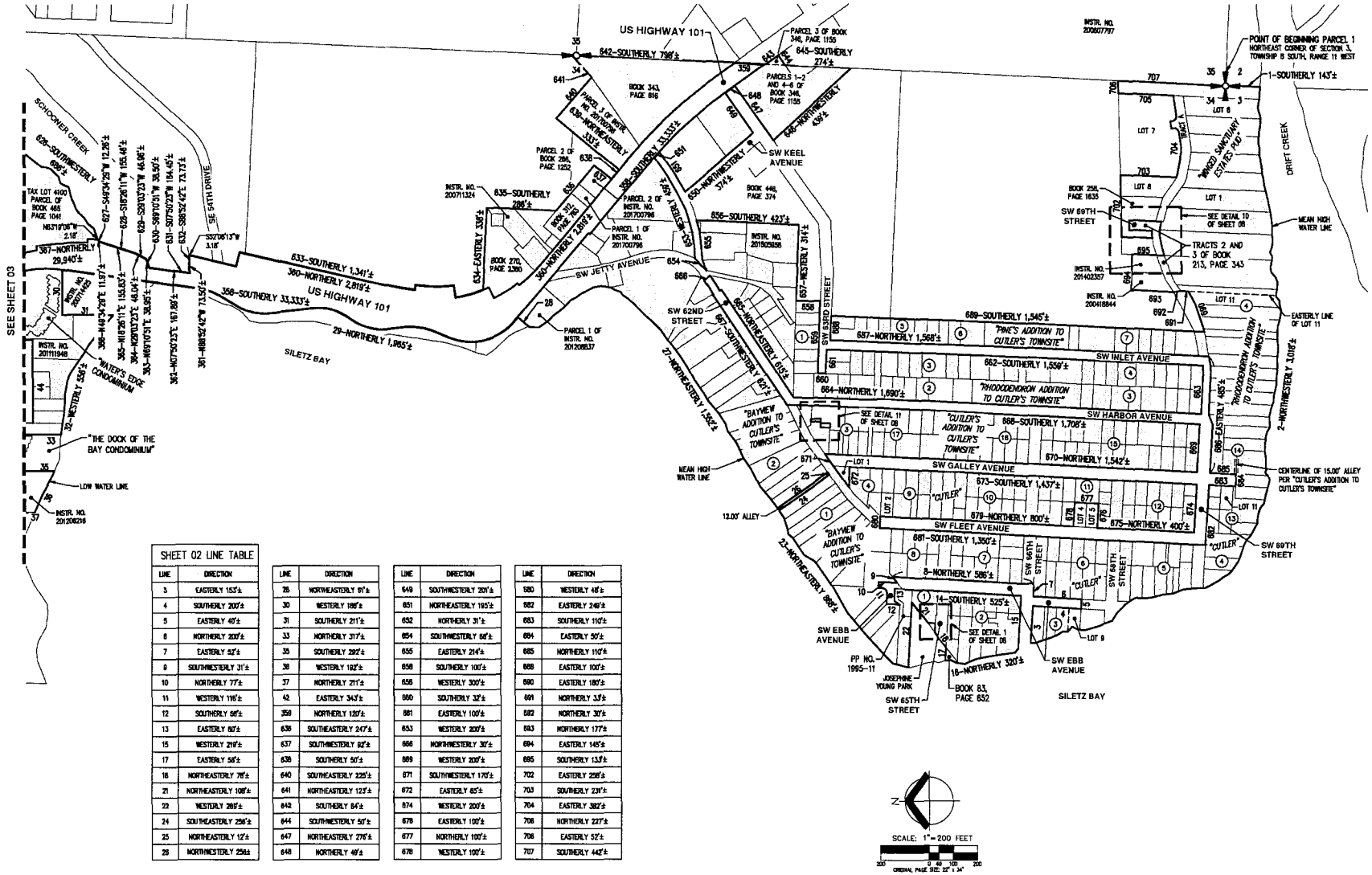
JOB NUMBER 7830
SHEET 01

DESIGNED BY: JS
DRAWN BY: MK
CHECKED BY:
DATE: 2/07/2020

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON JANUARY 11, 2011 MARK T. KNAUS 78307PLS
RENEWAL 6/30/21

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151
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SHEET 02 LINE TABLE	
LINE	DIRECTION
3	EASTERLY 153'±
4	SOUTHERLY 200'±
5	EASTERLY 40'±
6	NORTHERLY 200'±
7	EASTERLY 52'±
9	SOUTHWESTERLY 31'±
10	NORTHERLY 77'±
11	WESTERLY 116'±
12	SOUTHERLY 96'±
13	EASTERLY 60'±
15	WESTERLY 219'±
17	EASTERLY 56'±
18	NORTHEASTERLY 78'±
21	NORTHEASTERLY 108'±
22	WESTERLY 289'±
24	SOUTHEASTERLY 256'±
25	NORTHEASTERLY 12'±
26	NORTHWESTERLY 258±

LINE	DIRECTION
26	NORTHEASTERLY 81'±
30	WESTERLY 186'±
31	SOUTHERLY 211'±
33	NORTHERLY 317'±
35	SOUTHERLY 292'±
36	WESTERLY 192'±
37	NORTHERLY 211'±
42	EASTERLY 343'±
358	NORTHERLY 120'±
636	SOUTHEASTERLY 247'±
637	SOUTHWESTERLY 82'±
638	SOUTHERLY 50'±
640	SOUTHEASTERLY 225'±
641	NORTHEASTERLY 122'±
643	SOUTHERLY 84'±
644	SOUTHWESTERLY 50'±
647	NORTHEASTERLY 276'±
648	NORTHERLY 49'±

LINE	DIRECTION
649	SOUTHWESTERLY 209'±
651	NORTHEASTERLY 195'±
652	NORTHERLY 31'±
654	SOUTHWESTERLY 68'±
655	EASTERLY 214'±
656	SOUTHERLY 100'±
660	SOUTHERLY 32'±
661	EASTERLY 100'±
653	WESTERLY 200'±
666	NORTHWESTERLY 30'±
669	WESTERLY 200'±
671	SOUTHWESTERLY 170'±
672	EASTERLY 65'±
674	WESTERLY 200'±
676	EASTERLY 100'±
677	NORTHERLY 100'±
678	WESTERLY 100'±

LINE	DIRECTION
680	WESTERLY 48'±
682	EASTERLY 249'±
683	SOUTHERLY 110'±
684	EASTERLY 50'±
685	NORTHERLY 110'±
668	EASTERLY 100'±
690	EASTERLY 180'±
691	NORTHERLY 3.3'±
692	NORTHERLY 30'±
693	NORTHERLY 177'±
694	EASTERLY 145'±
695	SOUTHERLY 13.3'±
702	EASTERLY 258'±
703	SOUTHERLY 231'±
704	EASTERLY 382'±
706	NORTHERLY 227'±
708	EASTERLY 52'±
707	SOUTHERLY 442'±

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CITY OF LINCOLN CITY
URBAN RENEWAL AREA
OREGON

LINCOLN CITY
LINCOLN COUNTY

MAP OF URBAN RENEWAL DISTRICT

DESIGNED BY:
DRAWN BY: CC
CHECKED BY: MK
SCALE: AS NOTED
DATE: 2/11/2020

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JANUARY 13, 2015
MICHAEL S. KALINA
85508LS
RENEWS: 6/30/21

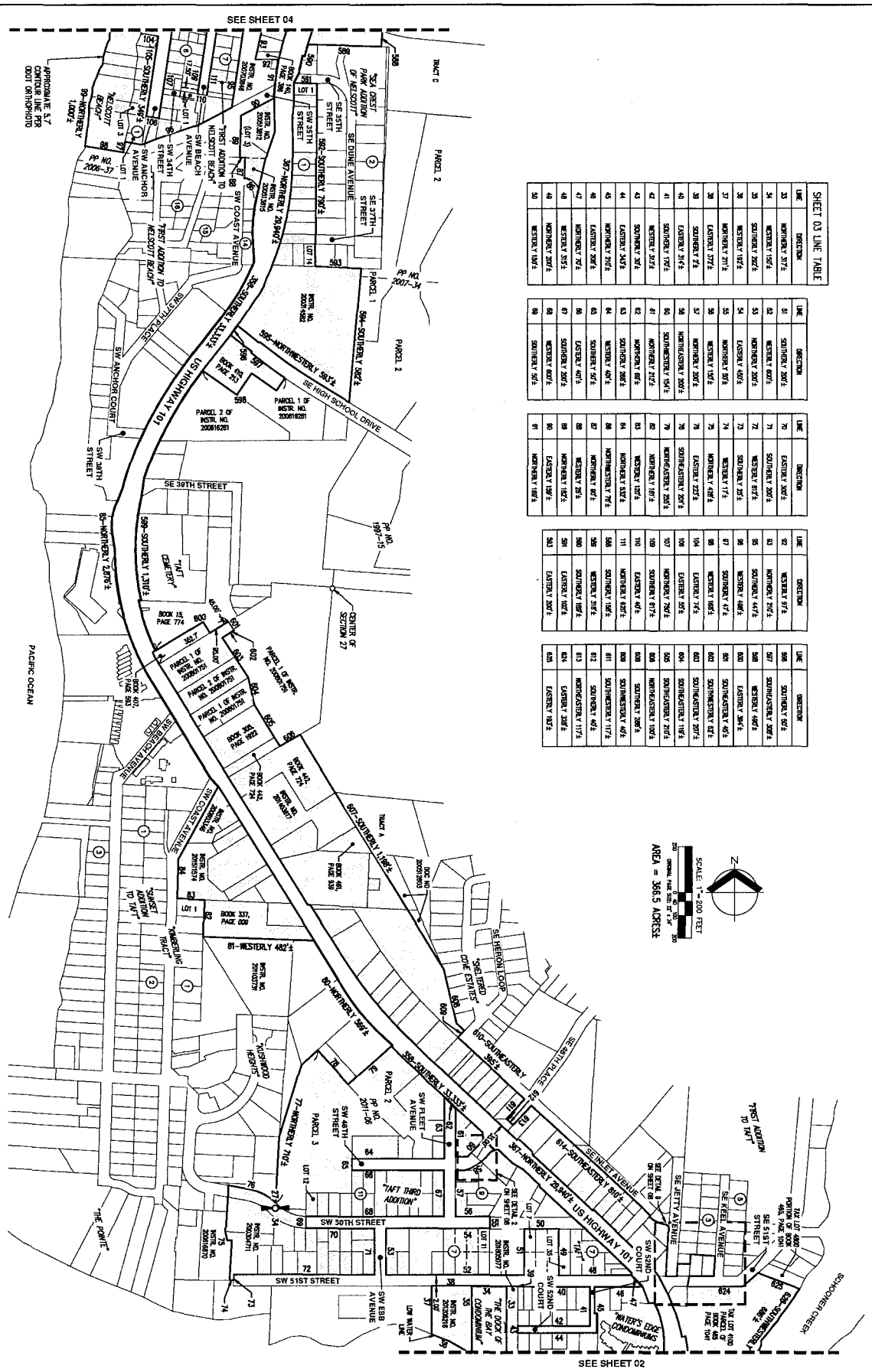
REVISIONS

JOB NUMBER
7830

SHEET
02

AKS DRAWING FILE: 7830URALOWC | LAYOUT: 02

AKS DRAWING FILE: 7830URA.DWG | LAYOUT: 03



SHEET 03 LINE TABLE

LINE	DIRECTION
33	NORTHERLY, 97'±
34	WESTERLY, 150'±
35	SOUTHERLY, 282'±
36	WESTERLY, 192'±
37	NORTHERLY, 211'±
38	EASTERLY, 272'±
39	SOUTHERLY, 72'±
40	EASTERLY, 314'±
41	SOUTHERLY, 170'±
42	WESTERLY, 313'±
43	SOUTHERLY, 30'±
44	EASTERLY, 343'±
45	NORTHERLY, 242'±
46	EASTERLY, 208'±
47	NORTHERLY, 74'±
48	WESTERLY, 315'±
49	NORTHERLY, 207'±
50	WESTERLY, 190'±

LINE	DIRECTION
51	SOUTHERLY, 200'±
52	WESTERLY, 603'±
53	NORTHERLY, 200'±
54	EASTERLY, 493'±
55	NORTHERLY, 91'±
56	WESTERLY, 195'±
57	NORTHERLY, 200'±
58	NORTHEASTERLY, 209'±
59	SOUTHWESTERLY, 154'±
60	NORTHERLY, 242'±
61	NORTHERLY, 68'±
62	SOUTHERLY, 268'±
63	WESTERLY, 40'±
64	SOUTHERLY, 95'±
65	EASTERLY, 40'±
66	SOUTHERLY, 200'±
67	WESTERLY, 40'±
68	SOUTHERLY, 200'±

LINE	DIRECTION
70	EASTERLY, 30'±
71	SOUTHERLY, 200'±
72	WESTERLY, 612'±
73	SOUTHERLY, 35'±
74	WESTERLY, 17'±
75	NORTHERLY, 438'±
76	EASTERLY, 223'±
78	SOUTHEASTERLY, 207'±
79	NORTHEASTERLY, 264'±
82	NORTHERLY, 191'±
83	WESTERLY, 120'±
84	NORTHERLY, 332'±
86	NORTHWESTERLY, 74'±
87	NORTHERLY, 90'±
88	WESTERLY, 20'±
89	NORTHERLY, 192'±
90	EASTERLY, 139'±
91	NORTHERLY, 159'±

LINE	DIRECTION
92	WESTERLY, 97'±
93	NORTHERLY, 216'±
95	SOUTHERLY, 447'±
96	WESTERLY, 489'±
97	SOUTHERLY, 47'±
98	WESTERLY, 185'±
102	EASTERLY, 74'±
103	EASTERLY, 55'±
106	NORTHERLY, 792'±
109	SOUTHERLY, 617'±
110	EASTERLY, 40'±
111	NORTHERLY, 632'±
598	SOUTHERLY, 196'±
599	WESTERLY, 316'±
600	SOUTHERLY, 189'±
601	EASTERLY, 192'±
625	EASTERLY, 207'±

LINE	DIRECTION
999	SOUTHERLY, 60'±
597	SOUTHEASTERLY, 308'±
598	WESTERLY, 497'±
600	EASTERLY, 394'±
601	SOUTHEASTERLY, 40'±
602	SOUTHWESTERLY, 63'±
603	SOUTHEASTERLY, 207'±
604	SOUTHEASTERLY, 116'±
605	SOUTHEASTERLY, 210'±
606	SOUTHEASTERLY, 106'±
607	SOUTHERLY, 38'±
608	SOUTHWESTERLY, 40'±
609	SOUTHWESTERLY, 117'±
612	SOUTHERLY, 40'±
613	NORTHEASTERLY, 117'±
624	EASTERLY, 33'±

MAP OF URBAN RENEWAL DISTRICT

CITY OF LINCOLN CITY
URBAN RENEWAL AREA
LINCOLN CITY — OREGON
LINCOLN COUNTY

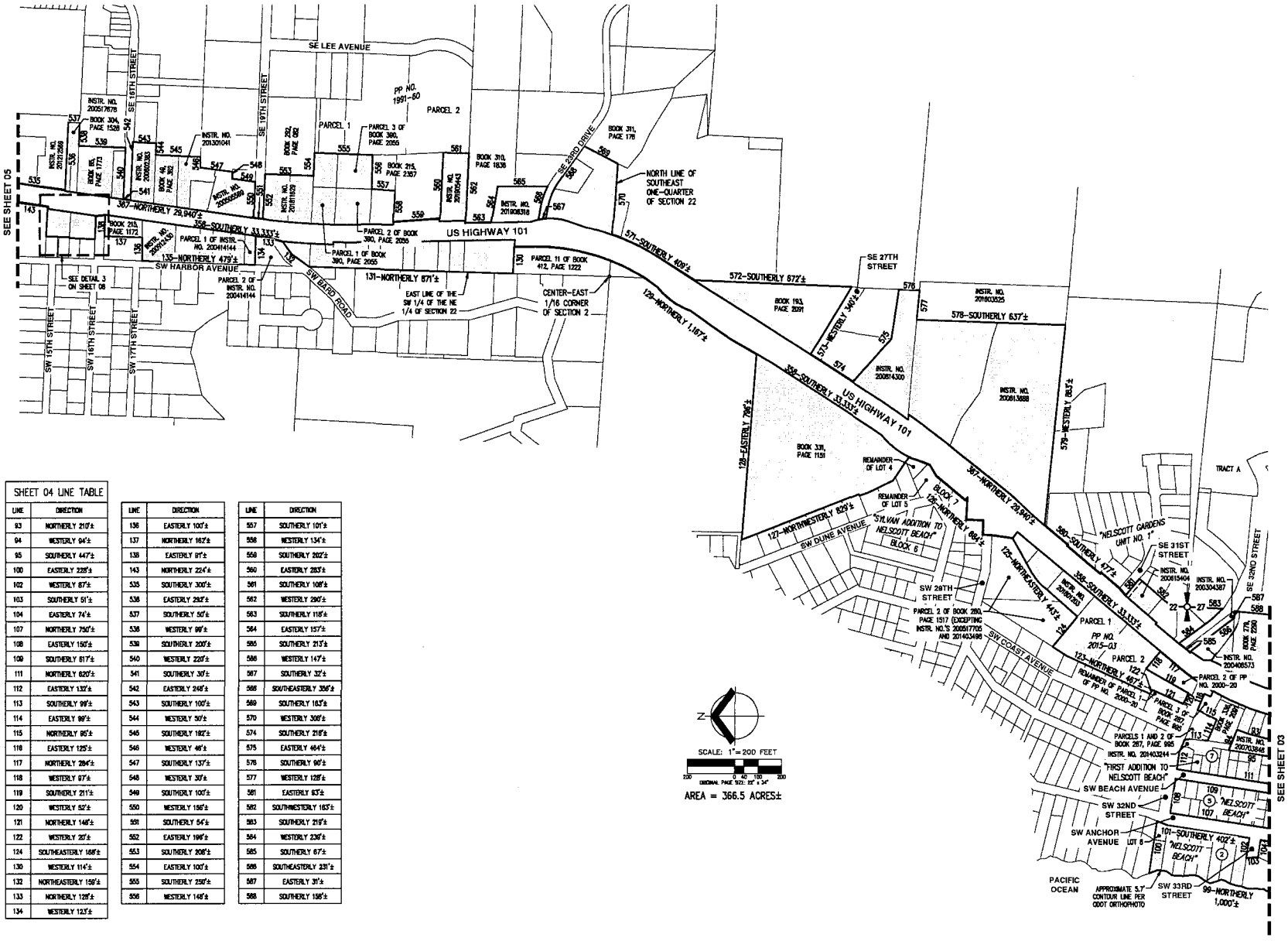
JOB NUMBER	7830
SHEET	03
DESIGNED BY	
DRAWN BY	MK
CHECKED BY	JS
DATE	2/1/2008
AKS WORK	

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON JANUARY 13, 2010 JEFFREY S. SMITH 56999LS
RENEWAL 6/30/11

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SHEET 04 LINE TABLE

LINE	DIRECTION
93	NORTHERLY 210'±
94	WESTERLY 94'±
95	SOUTHERLY 447'±
100	EASTERLY 228'±
102	WESTERLY 87'±
103	SOUTHERLY 51'±
104	EASTERLY 74'±
107	NORTHERLY 750'±
108	EASTERLY 150'±
109	SOUTHERLY 817'±
111	NORTHERLY 620'±
112	EASTERLY 132'±
113	SOUTHERLY 99'±
114	EASTERLY 99'±
115	NORTHERLY 85'±
116	EASTERLY 125'±
117	NORTHERLY 284'±
118	WESTERLY 97'±
119	SOUTHERLY 211'±
120	WESTERLY 52'±
121	NORTHERLY 146'±
122	WESTERLY 20'±
124	SOUTHEASTERLY 168'±
130	WESTERLY 114'±
132	NORTHEASTERLY 159'±
133	NORTHERLY 128'±
134	WESTERLY 123'±

LINE	DIRECTION
136	EASTERLY 100'±
137	NORTHERLY 162'±
138	EASTERLY 91'±
143	NORTHERLY 224'±
535	SOUTHERLY 300'±
536	EASTERLY 292'±
537	SOUTHERLY 50'±
538	WESTERLY 99'±
539	SOUTHERLY 200'±
540	WESTERLY 220'±
541	SOUTHERLY 30'±
542	EASTERLY 248'±
543	SOUTHERLY 100'±
544	WESTERLY 50'±
545	SOUTHERLY 182'±
546	WESTERLY 46'±
547	SOUTHERLY 137'±
548	WESTERLY 30'±
549	SOUTHERLY 100'±
550	WESTERLY 156'±
551	SOUTHERLY 54'±
552	EASTERLY 196'±
553	SOUTHERLY 206'±
554	EASTERLY 100'±
555	SOUTHERLY 250'±
556	WESTERLY 148'±

LINE	DIRECTION
557	SOUTHERLY 101'±
558	WESTERLY 134'±
559	SOUTHERLY 202'±
560	EASTERLY 283'±
561	SOUTHERLY 108'±
562	WESTERLY 290'±
563	SOUTHERLY 116'±
564	EASTERLY 157'±
565	SOUTHERLY 213'±
566	WESTERLY 147'±
567	SOUTHERLY 32'±
568	SOUTHEASTERLY 356'±
569	SOUTHERLY 163'±
570	WESTERLY 308'±
574	SOUTHERLY 216'±
575	EASTERLY 464'±
576	SOUTHERLY 90'±
577	WESTERLY 128'±
581	EASTERLY 63'±
582	SOUTHWESTERLY 163'±
583	SOUTHERLY 219'±
584	WESTERLY 236'±
585	SOUTHERLY 67'±
586	SOUTHEASTERLY 231'±
587	EASTERLY 31'±
588	SOUTHERLY 156'±

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CITY OF LINCOLN CITY
URBAN RENEWAL AREA
OREGON

LINCOLN CITY
LINCOLN COUNTY

MAP OF URBAN RENEWAL DISTRICT

DESIGNED BY:
DRAWN BY: CC
CHECKED BY: MK
SCALE: AS NOTED
DATE: 2/11/2020

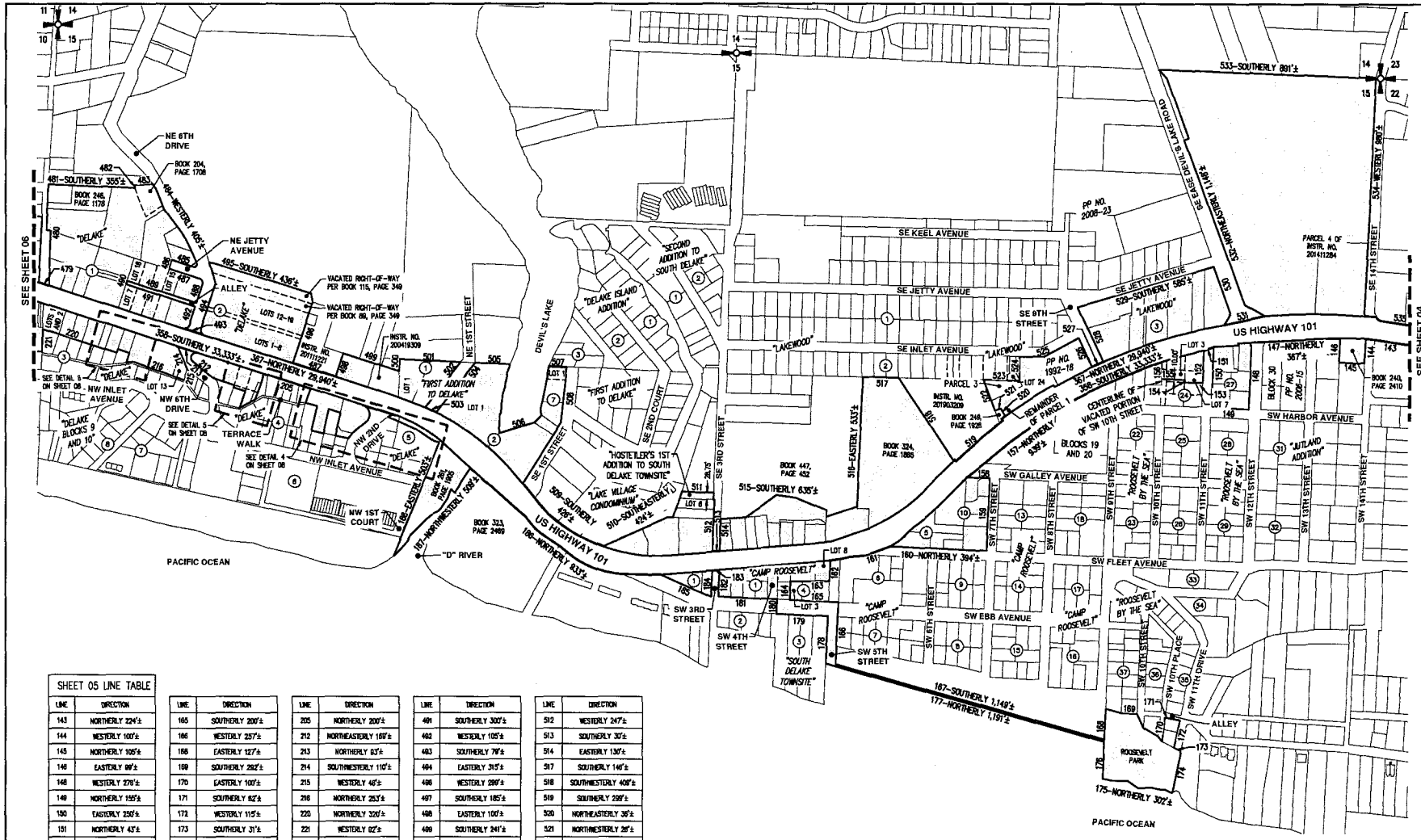
REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JANUARY 13, 2015
MICHAEL S. KALINA
86508PLS
RENEWS: 6/30/21

REVISIONS

JOB NUMBER
7830

SHEET
04

AKS DRAWING FILE: 7830DISTRICT | LAYOUT: 04



SHEET 05 LINE TABLE	
LINE	DIRECTION
143	NORTHERLY 224'±
144	WESTERLY 100'±
145	NORTHERLY 105'±
146	EASTERLY 99'±
148	WESTERLY 276'±
149	NORTHERLY 155'±
150	EASTERLY 250'±
151	NORTHERLY 43'±
152	WESTERLY 132'±
153	NORTHERLY 75'±
154	EASTERLY 10'±
155	NORTHERLY 85'±
156	EASTERLY 66'±
158	SOUTHERLY 93'±
159	WESTERLY 300'±
161	NORTHERLY 256'±
162	WESTERLY 83'±
163	NORTHERLY 180'±
164	WESTERLY 78'±

LINE	DIRECTION
165	SOUTHERLY 200'±
166	WESTERLY 257'±
168	EASTERLY 127'±
169	SOUTHERLY 292'±
170	EASTERLY 100'±
171	SOUTHERLY 92'±
172	WESTERLY 115'±
173	SOUTHERLY 31'±
174	WESTERLY 175'±
176	EASTERLY 152'±
178	EASTERLY 197'±
179	NORTHERLY 210'±
180	EASTERLY 60'±
181	NORTHERLY 240'±
182	EASTERLY 109'±
183	NORTHERLY 30'±
184	WESTERLY 107'±
185	NORTHERLY 225'±

LINE	DIRECTION
205	NORTHERLY 200'±
212	NORTHEASTERLY 169'±
213	NORTHERLY 63'±
214	SOUTHWESTERLY 110'±
215	WESTERLY 46'±
216	NORTHERLY 253'±
220	NORTHERLY 320'±
221	WESTERLY 82'±
479	SOUTHERLY 44'±
480	EASTERLY 428'±
482	EASTERLY 11'±
483	SOUTHERLY 73'±
485	NORTHERLY 93'±
486	WESTERLY 39'±
487	SOUTHERLY 130'±
488	WESTERLY 111'±
489	NORTHERLY 300'±
490	WESTERLY 15'±

LINE	DIRECTION
491	SOUTHERLY 300'±
492	WESTERLY 105'±
493	SOUTHERLY 79'±
494	EASTERLY 315'±
496	WESTERLY 299'±
497	SOUTHERLY 185'±
498	EASTERLY 100'±
499	SOUTHERLY 241'±
500	EASTERLY 49'±
501	SOUTHERLY 252'±
502	WESTERLY 236'±
503	SOUTHERLY 51'±
504	EASTERLY 256'±
505	SOUTHERLY 142'±
506	SOUTHERLY 889'±
507	SOUTHERLY 72'±
508	WESTERLY 525'±
511	SOUTHERLY 131'±

LINE	DIRECTION
512	WESTERLY 247'±
513	SOUTHERLY 30'±
514	EASTERLY 130'±
517	SOUTHERLY 146'±
518	SOUTHWESTERLY 408'±
519	SOUTHERLY 299'±
520	NORTHEASTERLY 36'±
521	NORTHWESTERLY 28'±
522	NORTHEASTERLY 137'±
523	SOUTHERLY 149'±
524	EASTERLY 100'±
525	SOUTHERLY 281'±
526	SOUTHWESTERLY 132'±
527	SOUTHERLY 51'±
528	NORTHEASTERLY 246'±
530	WESTERLY 258'±
531	SOUTHERLY 170'±
535	SOUTHERLY 300'±

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CITY OF LINCOLN CITY
URBAN RENEWAL AREA
OREGON

LINCOLN CITY
LINCOLN COUNTY

MAP OF URBAN RENEWAL DISTRICT

DESIGNED BY:
DRAWN BY: CC
CHECKED BY: MK
SCALE: AS NOTED
DATE: 2/11/2020

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
86358PLS
RENEWS: 6/30/21

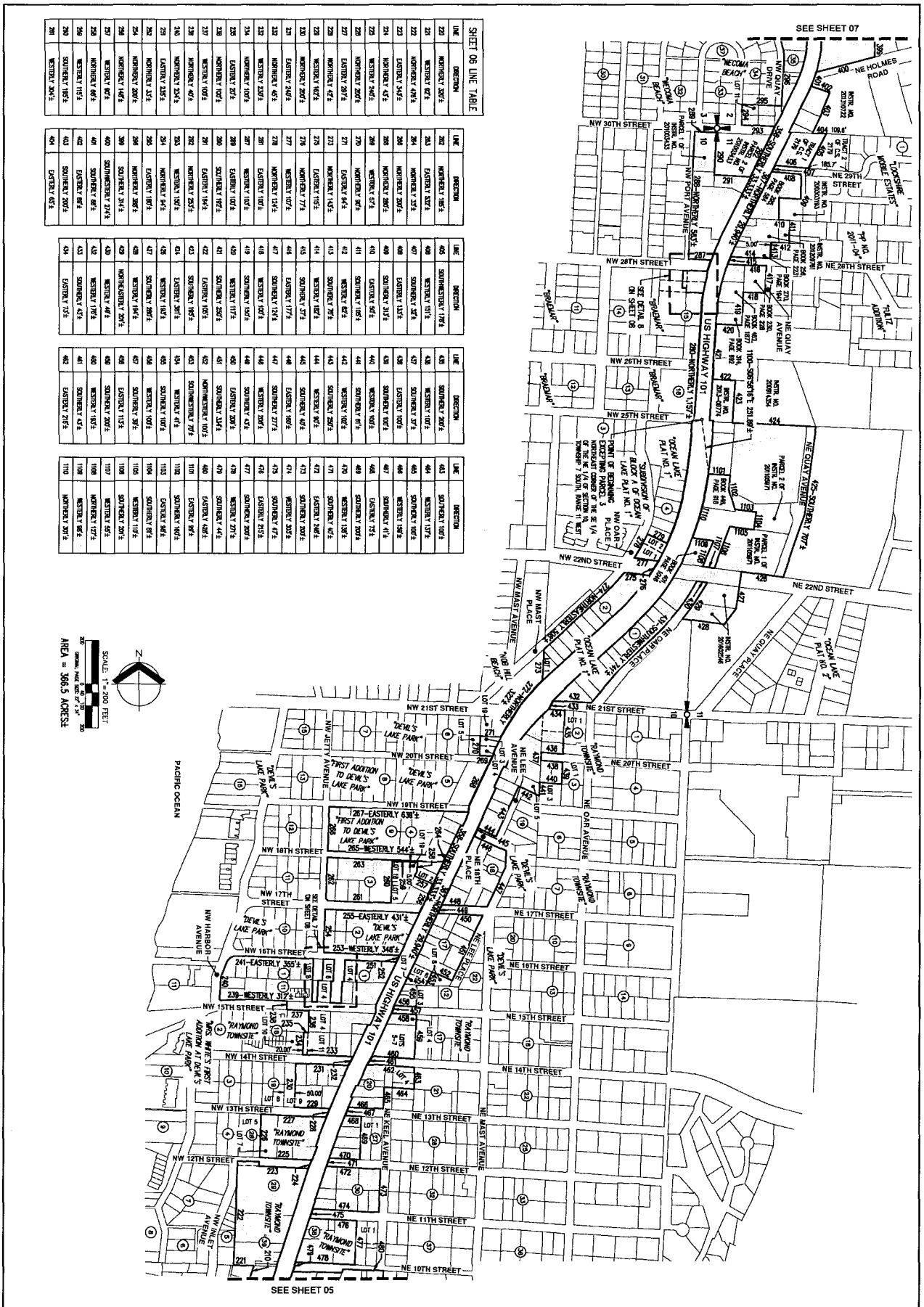
REVISIONS

JOB NUMBER
7830

SHEET
05

AKS DRAWING FILE: 7830URA01.DWG | LAYOUT: 05

AKS DRAWING FILE: 7830URA.DWG | LAYOUT: 09



SHEET 06 LINE TABLE

LINE	DIRECTION
220	NORTHERLY 330'±
221	WESTERLY 82'±
222	NORTHERLY 474'±
223	EASTERLY 343'±
224	NORTHERLY 43'±
225	WESTERLY 346'±
226	NORTHERLY 200'±
227	EASTERLY 297'±
228	NORTHERLY 42'±
229	WESTERLY 182'±
230	NORTHERLY 200'±
231	EASTERLY 249'±
232	NORTHERLY 45'±
233	WESTERLY 230'±
234	NORTHERLY 100'±
235	EASTERLY 20'±
236	NORTHERLY 100'±
237	WESTERLY 100'±
238	NORTHERLY 40'±
239	NORTHERLY 354'±
240	NORTHERLY 235'±
241	EASTERLY 235'±
242	NORTHERLY 33'±
243	NORTHERLY 200'±
244	NORTHERLY 146'±
245	WESTERLY 40'±
246	NORTHERLY 40'±
247	NORTHERLY 354'±
248	EASTERLY 235'±
249	NORTHERLY 33'±
250	NORTHERLY 200'±
251	WESTERLY 314'±
252	SOUTHWESTERLY 224'±
253	NORTHERLY 398'±
254	EASTERLY 198'±
255	NORTHERLY 84'±
256	NORTHERLY 198'±
257	EASTERLY 198'±
258	NORTHERLY 84'±
259	WESTERLY 198'±
260	NORTHERLY 200'±
261	EASTERLY 115'±
262	NORTHERLY 198'±
263	EASTERLY 82'±
264	NORTHERLY 200'±
265	WESTERLY 84'±
266	EASTERLY 198'±
267	EASTERLY 198'±
268	NORTHERLY 200'±
269	WESTERLY 84'±
270	NORTHERLY 198'±
271	EASTERLY 84'±
272	NORTHERLY 143'±
273	EASTERLY 115'±
274	NORTHERLY 77'±
275	NORTHERLY 198'±
276	WESTERLY 107'±
277	WESTERLY 124'±
278	NORTHERLY 200'±
279	EASTERLY 198'±
280	WESTERLY 198'±
281	WESTERLY 107'±
282	NORTHERLY 255'±
283	WESTERLY 198'±
284	NORTHERLY 84'±
285	EASTERLY 198'±
286	NORTHERLY 398'±
287	SOUTHERLY 314'±
288	SOUTHWESTERLY 224'±
289	SOUTHERLY 84'±
290	SOUTHERLY 198'±
291	EASTERLY 115'±
292	NORTHERLY 198'±
293	EASTERLY 198'±
294	NORTHERLY 84'±
295	WESTERLY 198'±
296	NORTHERLY 200'±
297	WESTERLY 198'±
298	NORTHERLY 84'±
299	WESTERLY 198'±
300	NORTHERLY 200'±
301	EASTERLY 198'±
302	NORTHERLY 84'±
303	EASTERLY 198'±
304	NORTHERLY 200'±
305	WESTERLY 198'±
306	NORTHERLY 84'±
307	WESTERLY 198'±
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425	WESTERLY 198'±
426	NORTHERLY 84'±
427	EASTERLY 198'±
428	NORTHEASTERLY 200'±
429	NORTHERLY 84'±
430	WESTERLY 198'±
431	SOUTHERLY 84'±
432	WESTERLY 198'±
433	SOUTHERLY 42'±
434	EASTERLY 115'±
435	SOUTHERLY 200'±
436	WESTERLY 198'±
437	SOUTHERLY 84'±
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439	SOUTHERLY 200'±
440	WESTERLY 198'±
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443	SOUTHERLY 200'±
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445	SOUTHERLY 42'±
446	EASTERLY 198'±
447	SOUTHERLY 84'±
448	SOUTHERLY 42'±
449	EASTERLY 198'±
450	EASTERLY 200'±
451	SOUTHERLY 84'±
452	NORTHWESTERLY 198'±
453	SOUTHWESTERLY 70'±
454	WESTERLY 42'±
455	SOUTHERLY 198'±
456	WESTERLY 198'±
457	SOUTHERLY 84'±
458	EASTERLY 115'±
459	SOUTHERLY 200'±
460	EASTERLY 198'±
461	SOUTHERLY 42'±
462	EASTERLY 210'±
463	SOUTHERLY 198'±
464	WESTERLY 198'±
465	SOUTHERLY 198'±
466	WESTERLY 198'±
467	SOUTHERLY 41'±
468	EASTERLY 198'±
469	SOUTHERLY 200'±
470	WESTERLY 198'±
471	SOUTHERLY 42'±
472	EASTERLY 200'±
473	SOUTHERLY 42'±
474	WESTERLY 200'±
475	SOUTHERLY 42'±
476	EASTERLY 215'±
477	SOUTHERLY 200'±
478	WESTERLY 271'±
479	SOUTHERLY 44'±
480	EASTERLY 438'±
1101	EASTERLY 99'±
1102	SOUTHERLY 160'±
1103	EASTERLY 98'±
1104	SOUTHERLY 81'±
1105	WESTERLY 115'±
1106	SOUTHERLY 201'±
1107	WESTERLY 95'±
1108	SOUTHERLY 42'±
1109	NORTHERLY 127'±
1110	WESTERLY 98'±
1111	NORTHERLY 301'±

SEE DETAIL 8 ON SHEET 08
SEE DETAIL 7 ON SHEET 08

MAP OF URBAN RENEWAL DISTRICT

CITY OF LINCOLN CITY
URBAN RENEWAL AREA
LINCOLN CITY OREGON
LINCOLN COUNTY

AKS ENGINEERING & FORESTRY, LLC
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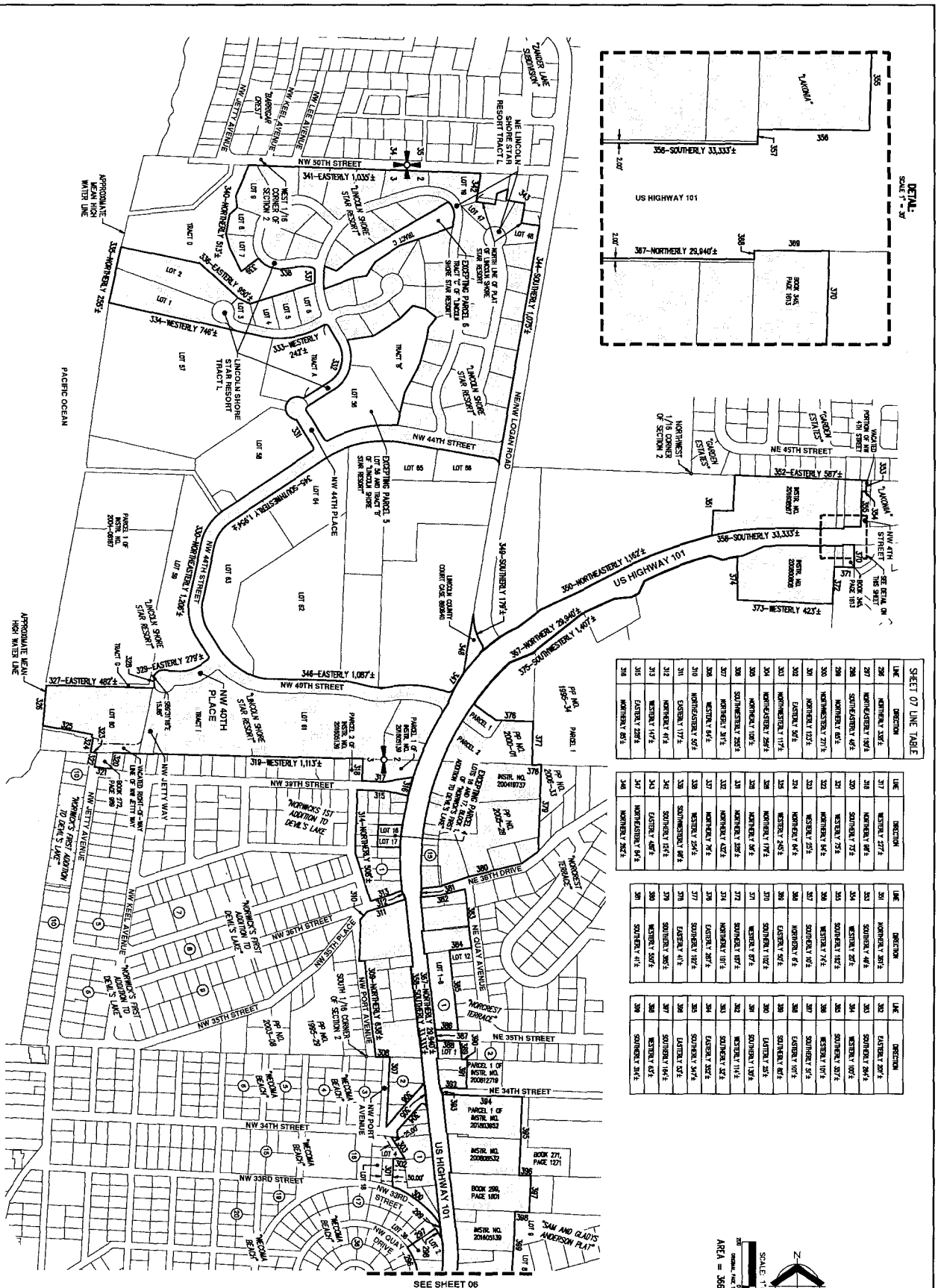
JOB NUMBER 7830
SHEET 06

DESIGNED BY: BB
DRAWN BY: BB
CHECKED BY: MK
DATE: 2/7/2020
AKS ENGINEERING & FORESTRY, LLC

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON JANUARY 13, 2015 MATTHEW R. KELLY 83910PLS
RENEWAL 6/30/21

REVISIONS
DESCRIPTION

AKS DRAWING FILE: 7830URA.DWG | LAYOUT: 07



SHEET 07 LINE TABLE

LINE	DIRECTION	
296	NORTHERLY	330'±
297	NORTHEASTERLY	1,162'±
298	SOUTHEASTERLY	48'±
299	NORTHERLY	65'±
300	NORTHWESTERLY	277'±
301	NORTHERLY	123'±
302	EASTERLY	50'±
303	NORTHEASTERLY	117'±
304	NORTHEASTERLY	264'±
305	NORTHERLY	100'±
306	SOUTHWESTERLY	255'±
307	NORTHERLY	317'±
308	WESTERLY	64'±
309	NORTHEASTERLY	55'±
310	EASTERLY	117'±
311	NORTHERLY	41'±
312	WESTERLY	147'±
313	EASTERLY	228'±
314	NORTHERLY	65'±

LINE	DIRECTION	
315	NORTHERLY	327'±
316	NORTHERLY	98'±
317	SOUTHERLY	73'±
318	WESTERLY	75'±
319	NORTHERLY	64'±
320	WESTERLY	125'±
321	NORTHERLY	64'±
322	WESTERLY	245'±
323	NORTHERLY	197'±
324	NORTHERLY	428'±
325	NORTHERLY	76'±
326	WESTERLY	299'±
327	SOUTHWESTERLY	98'±
328	SOUTHERLY	124'±
329	EASTERLY	48'±
330	NORTHEASTERLY	94'±

LINE	DIRECTION	
331	NORTHERLY	261'±
332	SOUTHERLY	49'±
333	WESTERLY	257'±
334	SOUTHERLY	264'±
335	SOUTHERLY	307'±
336	WESTERLY	107'±
337	SOUTHERLY	97'±
338	EASTERLY	107'±
339	SOUTHERLY	80'±
340	EASTERLY	357'±
341	SOUTHERLY	139'±
342	SOUTHERLY	107'±
343	SOUTHERLY	114'±
344	SOUTHERLY	32'±
345	EASTERLY	332'±
346	SOUTHERLY	547'±
347	EASTERLY	337'±
348	SOUTHERLY	194'±
349	WESTERLY	43'±
350	SOUTHERLY	24'±

LINE	DIRECTION	
351	NORTHERLY	261'±
352	EASTERLY	587'±
353	SOUTHERLY	264'±
354	WESTERLY	107'±
355	SOUTHERLY	307'±
356	SOUTHERLY	107'±
357	SOUTHERLY	97'±
358	EASTERLY	107'±
359	SOUTHERLY	80'±
360	EASTERLY	357'±
361	SOUTHERLY	139'±
362	SOUTHERLY	114'±
363	SOUTHERLY	32'±
364	EASTERLY	332'±
365	SOUTHERLY	547'±
366	EASTERLY	337'±
367	SOUTHERLY	194'±
368	WESTERLY	43'±
369	SOUTHERLY	24'±

JOB NUMBER	7830
SHEET	07

DESIGNED BY: JM
DRAWN BY: JM
CHECKED BY: MK
DATE: 2/11/2020

OREGON JANUARY 12, 2010 MARK R. KNOLL 70677 RENEWAL: 6/30/21

REGISTERED PROFESSIONAL LAND SURVEYOR

REVISIONS

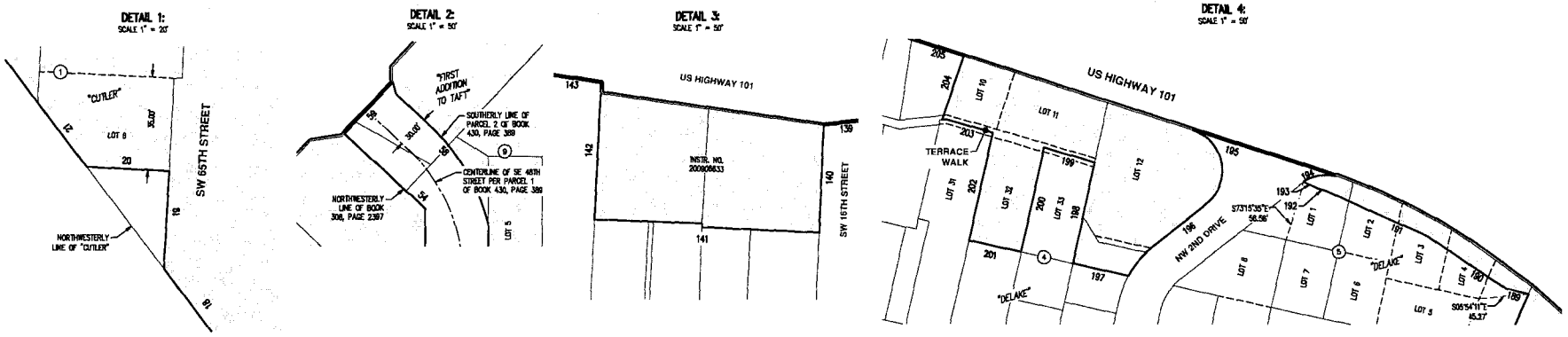
MAP OF URBAN RENEWAL DISTRICT

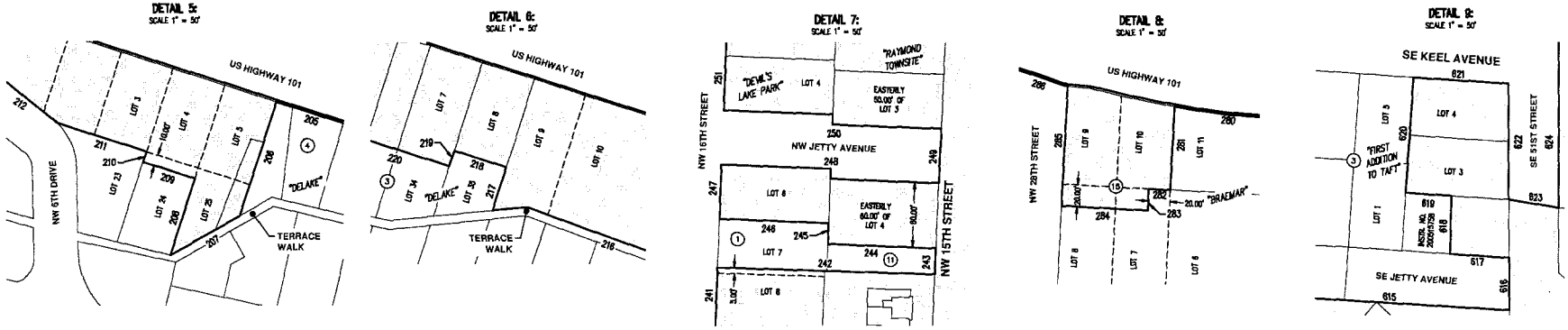
CITY OF LINCOLN CITY
URBAN RENEWAL AREA
LINCOLN CITY — OREGON
LINCOLN COUNTY

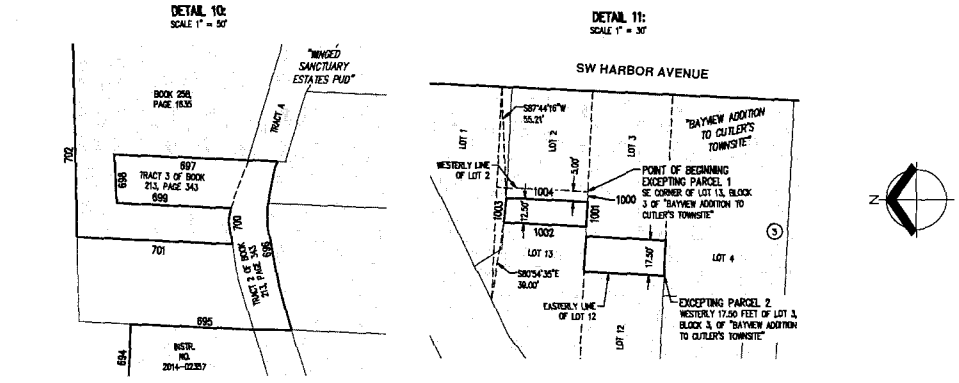
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SHEET 08 LINE TABLE	
LINE	DIRECTION
18	NORTHEASTERLY 78'±
19	EASTERLY 37'±
20	NORTHERLY 31'±
21	NORTHEASTERLY 108'±
58	NORTHEASTERLY 200'±
59	NORTHERLY 66'±
60	SOUTHWESTERLY 154'±
139	NORTHERLY 40'±
140	WESTERLY 100'±
141	NORTHERLY 213'±
142	EASTERLY 116'±
143	NORTHERLY 224'±
189	N13°23'16"E 20.78'±
190	N34°00'03"E 88.44'±
191	N23°43'35"E 103.31'±
192	N17°31'04"E 10.85'±
193	N25°28'01"E 13.40'±

LINE	DIRECTION
194	SOUTHEASTERLY 31'±
195	NORTHERLY 140'±
196	WESTERLY 168'±
197	NORTHERLY 54'±
198	EASTERLY 97'±
199	NORTHERLY 50'±
200	WESTERLY 100'±
201	NORTHERLY 50'±
202	EASTERLY 103'±
203	NORTHERLY 48'±
204	EASTERLY 63'±
205	NORTHERLY 200'±
206	WESTERLY 110'±
207	WESTERLY 73'±
208	EASTERLY 74'±
209	NORTHERLY 50'±
210	EASTERLY 10'±

LINE	DIRECTION
211	NORTHERLY 85'±
212	NORTHEASTERLY 169'±
216	NORTHERLY 253'±
217	EASTERLY 42'±
218	NORTHERLY 50'±
219	WESTERLY 15'±
220	NORTHERLY 320'±
241	EASTERLY 335'±
242	SOUTHERLY 200'±
243	EASTERLY 25'±
244	NORTHERLY 100'±
245	EASTERLY 19'±
246	NORTHERLY 100'±
247	EASTERLY 50'±
248	SOUTHERLY 210'±
249	EASTERLY 50'±
250	NORTHERLY 210'±

LINE	DIRECTION
251	EASTERLY 235'±
280	NORTHERLY 1,157'±
281	WESTERLY 77'±
282	NORTHERLY 20'±
283	WESTERLY 20'±
284	NORTHERLY 80'±
285	EASTERLY 110'±
288	NORTHERLY 55'±
615	SOUTHERLY 209'±
616	EASTERLY 48'±
617	NORTHERLY 54'±
618	EASTERLY 53'±
619	NORTHERLY 42'±
620	EASTERLY 107'±
621	SOUTHERLY 88'±
622	WESTERLY 110'±

LINE	DIRECTION
623	SOUTHERLY 45'±
624	EASTERLY 321'±
694	EASTERLY 145'±
695	SOUTHERLY 133'±
696	EASTERLY 143'±
697	NORTHERLY 155'±
698	WESTERLY 40'±
699	SOUTHERLY 94'±
700	WESTERLY 30'±
701	NORTHERLY 128'±
702	EASTERLY 258'±
1000	WESTERLY 5'±
1001	WESTERLY 12.50'±
1002	NORTHERLY 40'±
1003	EASTERLY 12.50'±
1003	SOUTHERLY 40'±

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CITY OF LINCOLN CITY
URBAN RENEWAL AREA
OREGON

LINCOLN CITY
LINCOLN COUNTY

MAP OF URBAN RENEWAL DISTRICT: DETAIL SHEET

DESIGNED BY:
DRAWN BY: CC
CHECKED BY: MK
SCALE: AS NOTED
DATE: 2/11/2020

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JANUARY 12, 2018
MICHAEL S. KALINA
86558PLS
RENEWS: 6/30/21

REVISIONS

JOB NUMBER
7830

SHEET
08

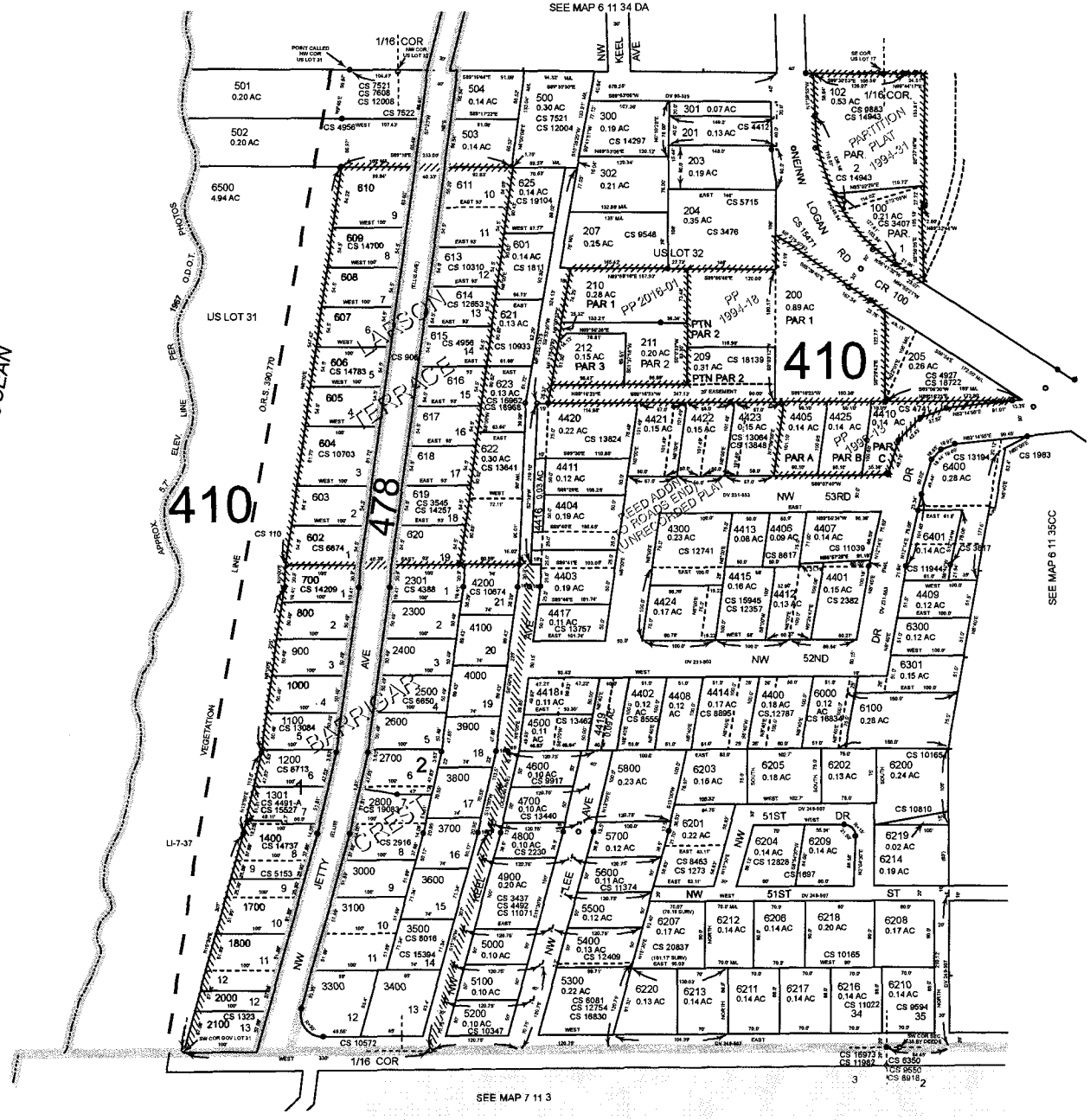
AKS DRAWING FILE: 7830DRAWING | LAYOUT: 08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.E.1/4 S.E.1/4 SEC.34 T.6S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

06 11 34 DD
LINCOLN CITY
Cancelled
101
202
206
208
400
505
506
600
612
624
1300
1500
1600
1900
2200
2900
3200
5900
6200-41
6209-41
6215
6216-41



Revised: SAO
02/05/2016
LINCOLN CITY
06 11 34 DD

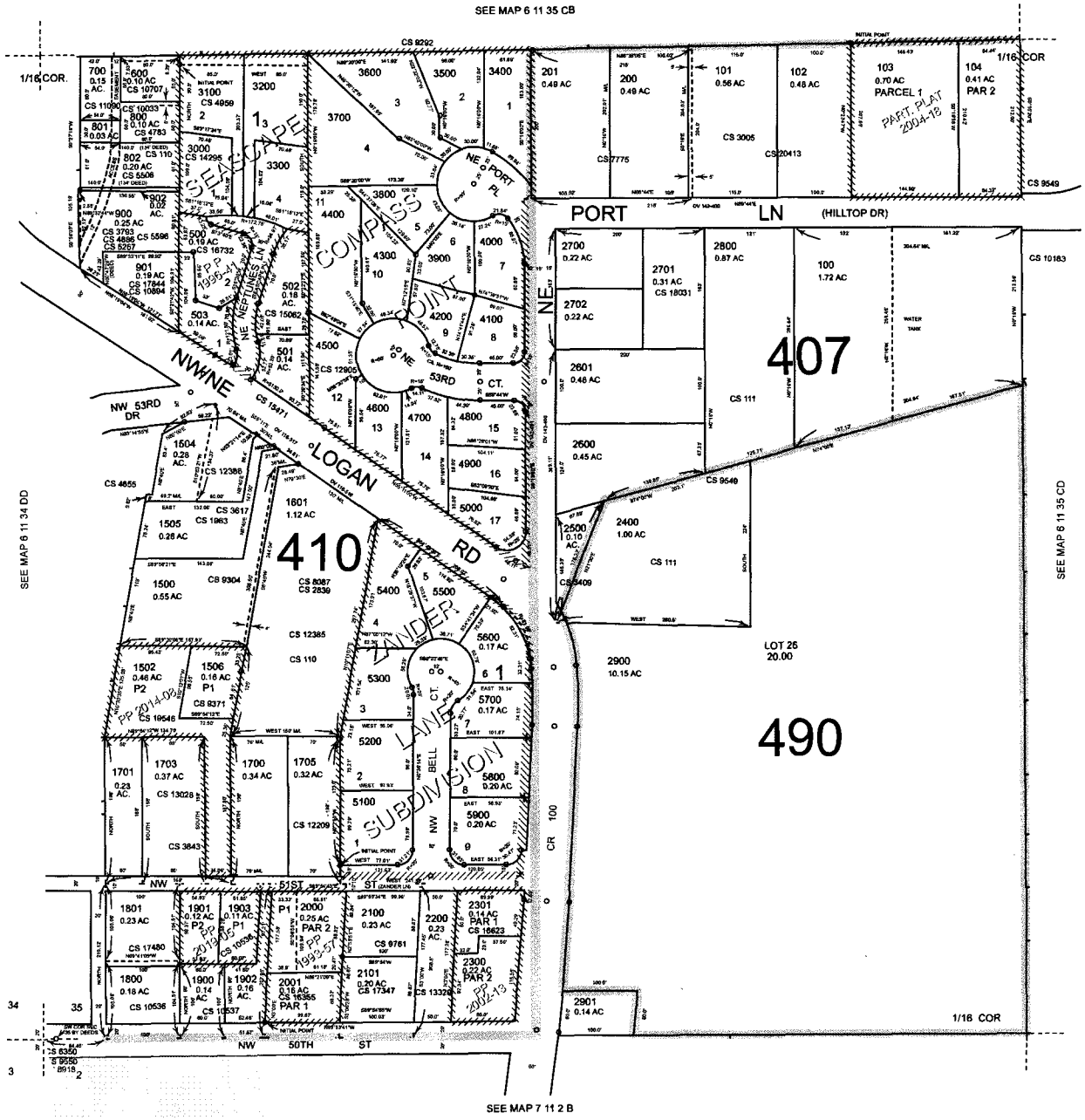
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.W.1/4 S.W.1/4 SEC.35 T.6S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

06 11 35 CC
LINCOLN CITY

Cancelled
300
400
1000
1100
1200
1300
1400
1501
1503
1600
1702
1704



Revised: SAO
04/16/2019

LINCOLN CITY
06 11 35 CC

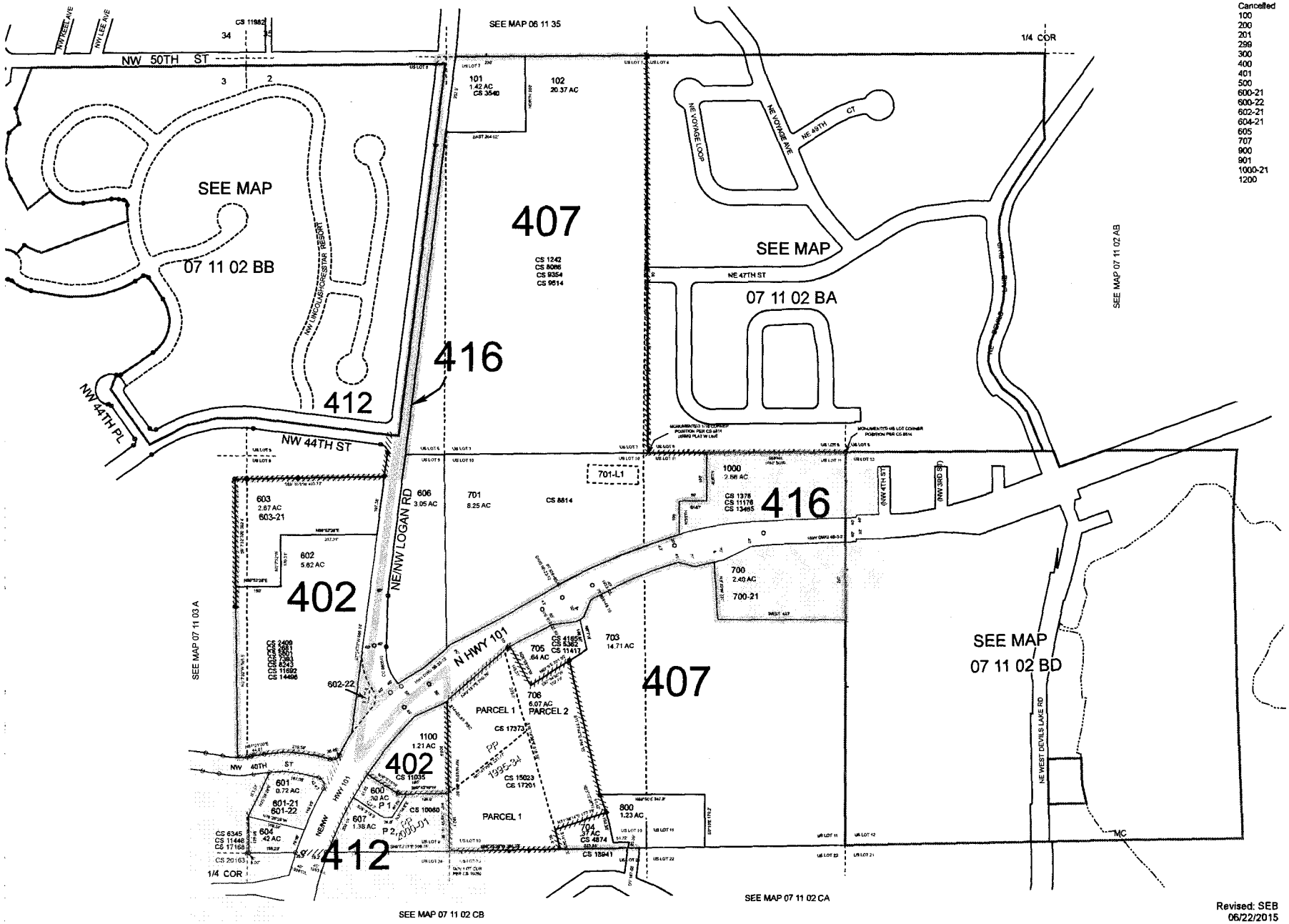
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 100 200 300 400 Feet

N.W.1/4 SEC.2 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 200'

07 11 02 B
LINCOLN CITY

Cancelled
100
200
201
299
300
400
401
500
600-21
600-22
602-21
604-21
605
707
900
901
1000-21
1200



Revised: SEB
06/22/2015

LINCOLN CITY
07 11 02 B

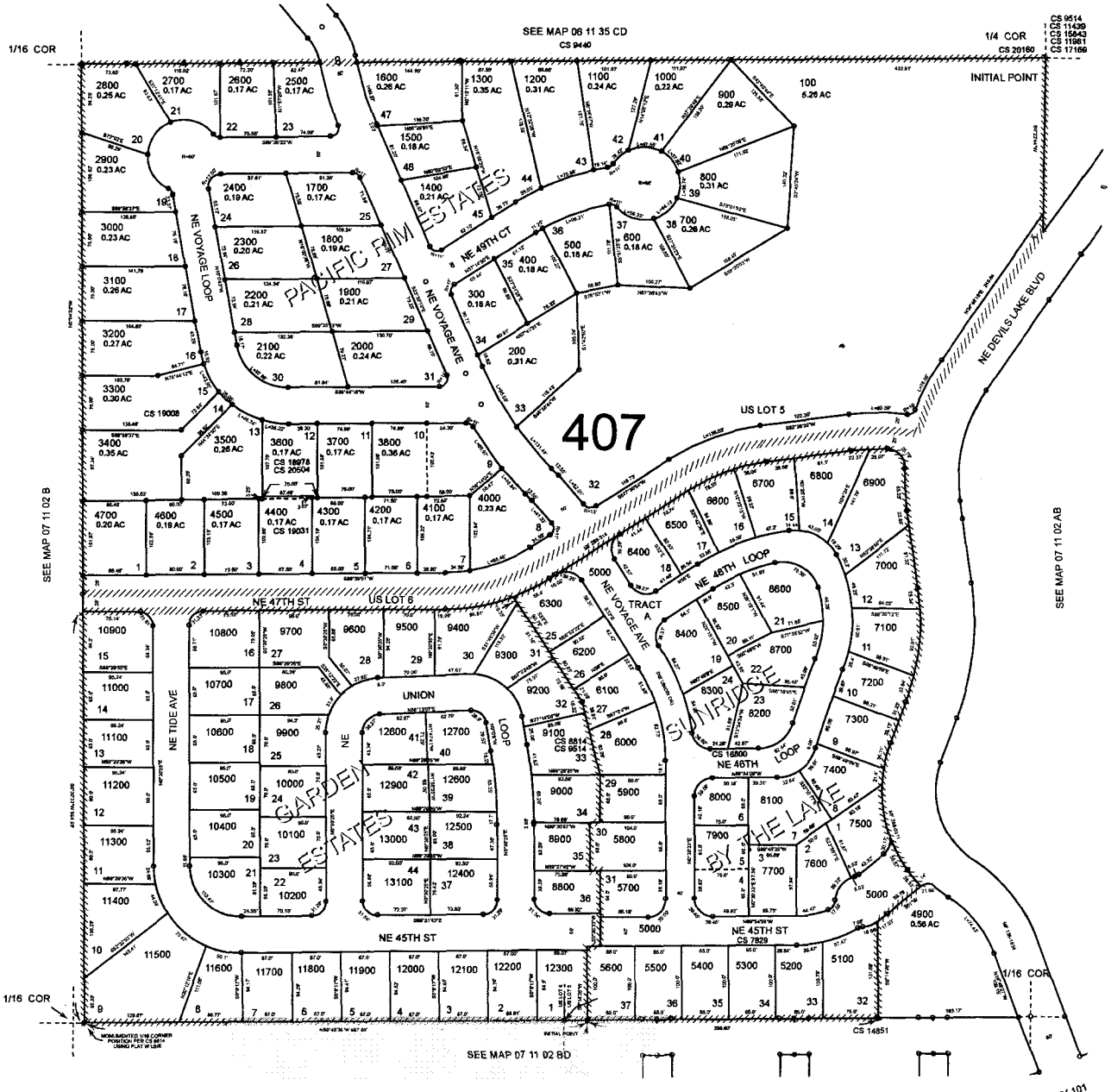
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.E.1/4 N.W.1/4 SEC.2 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 02 BA
LINCOLN CITY

Cancelled
3900
4800
4801
7800



Revised: SAO
01/02/2015

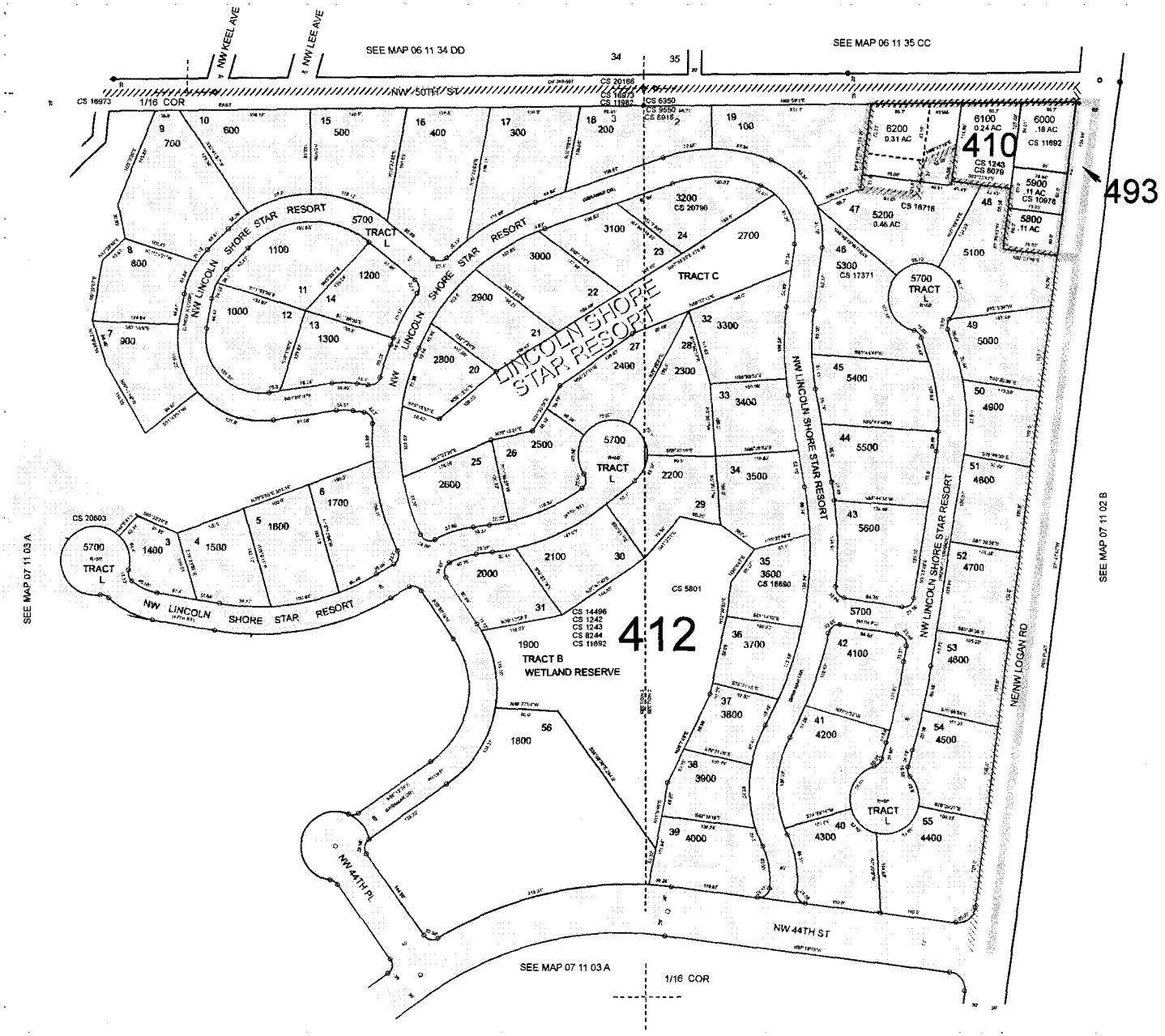
LINCOLN CITY
07 11 02 BA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.W.1/4 N.W.1/4 SEC.2 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 02 BB
LINCOLN CITY



Revised: SEB
01/12/2016

LINCOLN CITY
07 11 02 BB

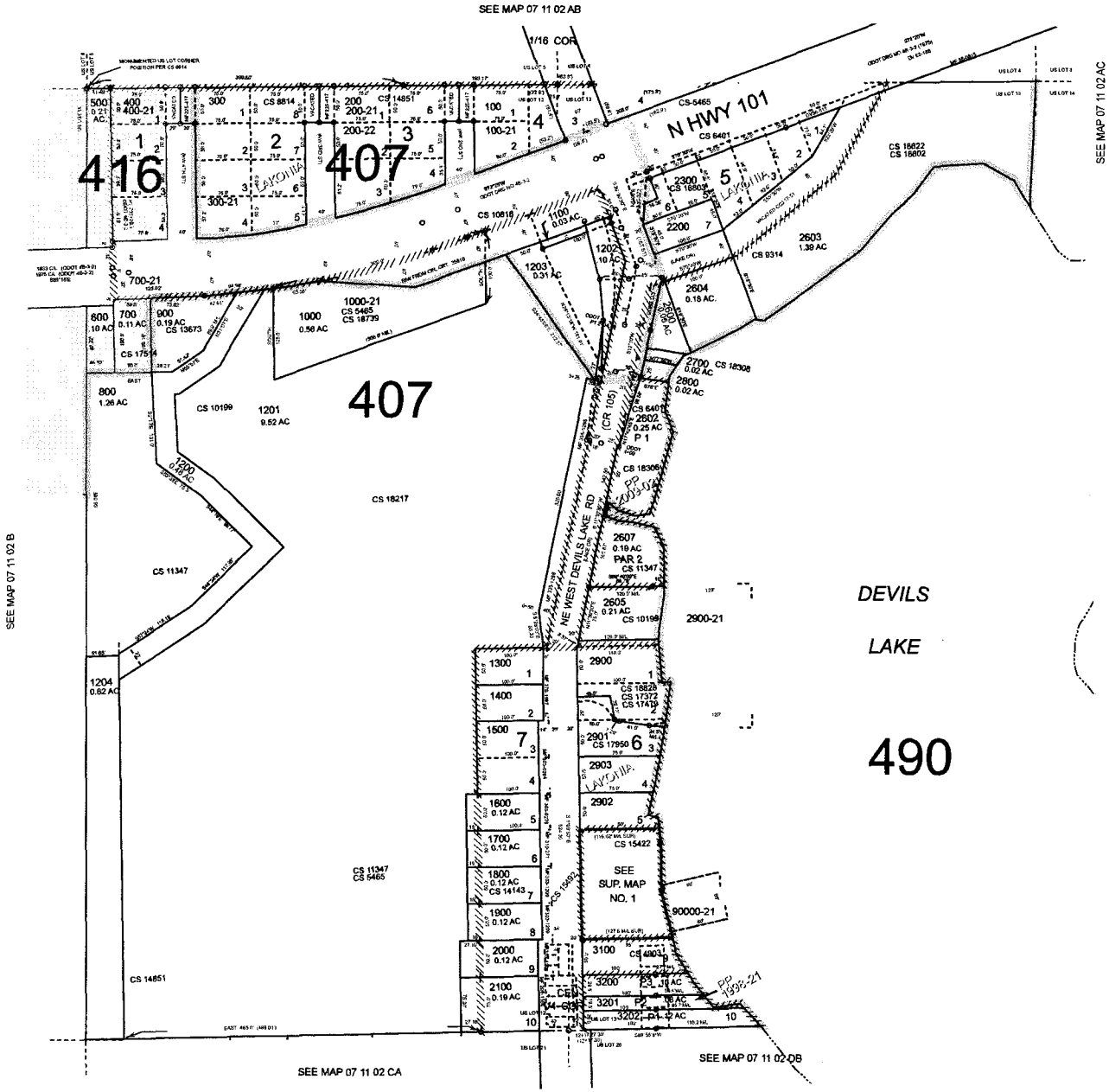
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.E.1/4 N.W.1/4 SEC.2 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 02 BD
LINCOLN CITY

Cancelled
101
102
300-22
900-21
2400
2500
2601
2606
3000



Revised: SEB
05/05/2015

LINCOLN CITY
07 11 02 BD

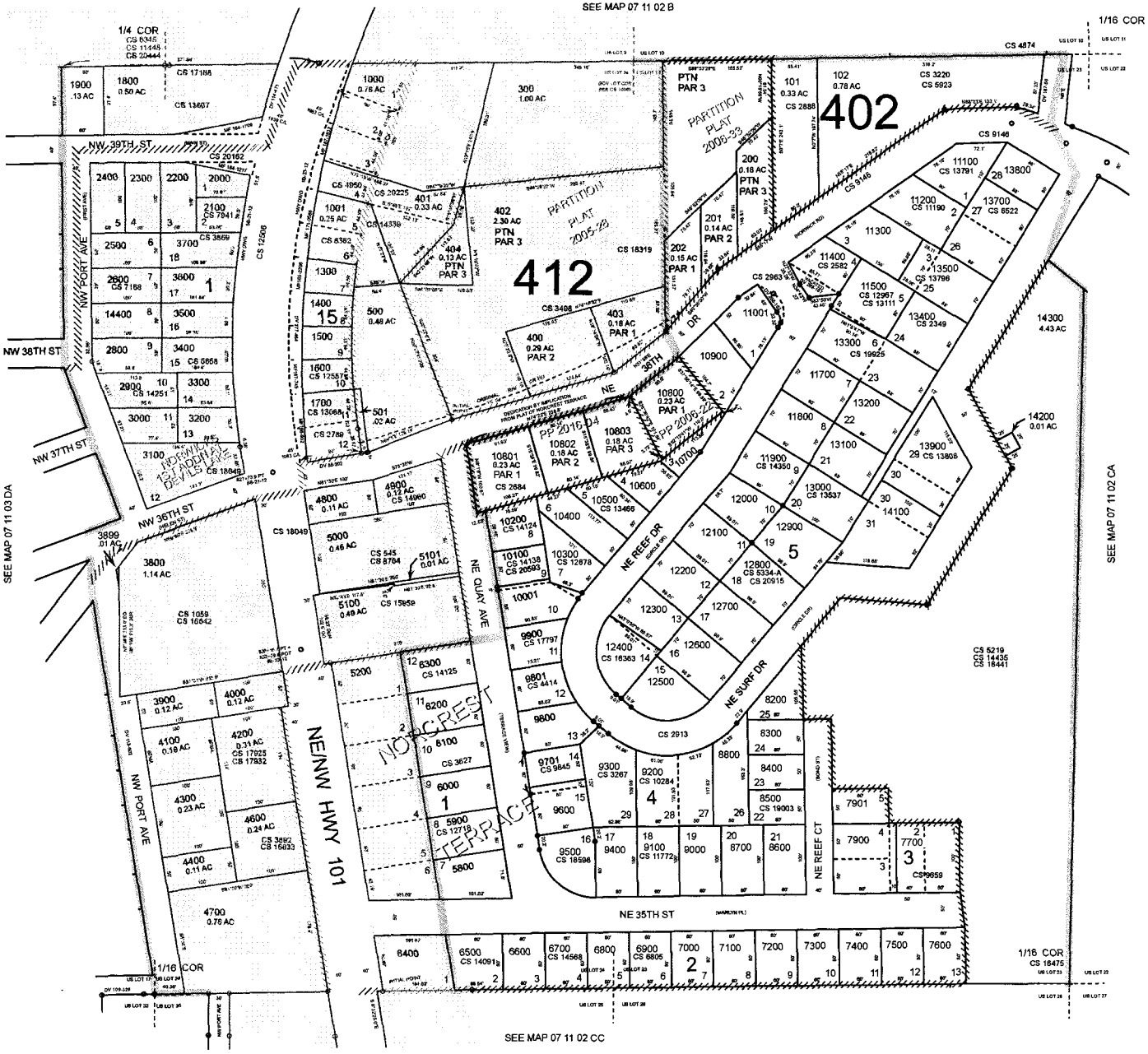
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.W.1/4 S.W.1/4 SEC.2 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 02 CB
LINCOLN CITY

Cancelled
100
600
700
800
900
1100
1200
2700
2700-41
2700-42
4500
5099
5300
5400
5500
5600
5700
7800
8000
8100
8900
9700
10000
11000
11600
13600
14000
14001



Revised: SAO
11/01/2016

LINCOLN CITY
07 11 02 CB

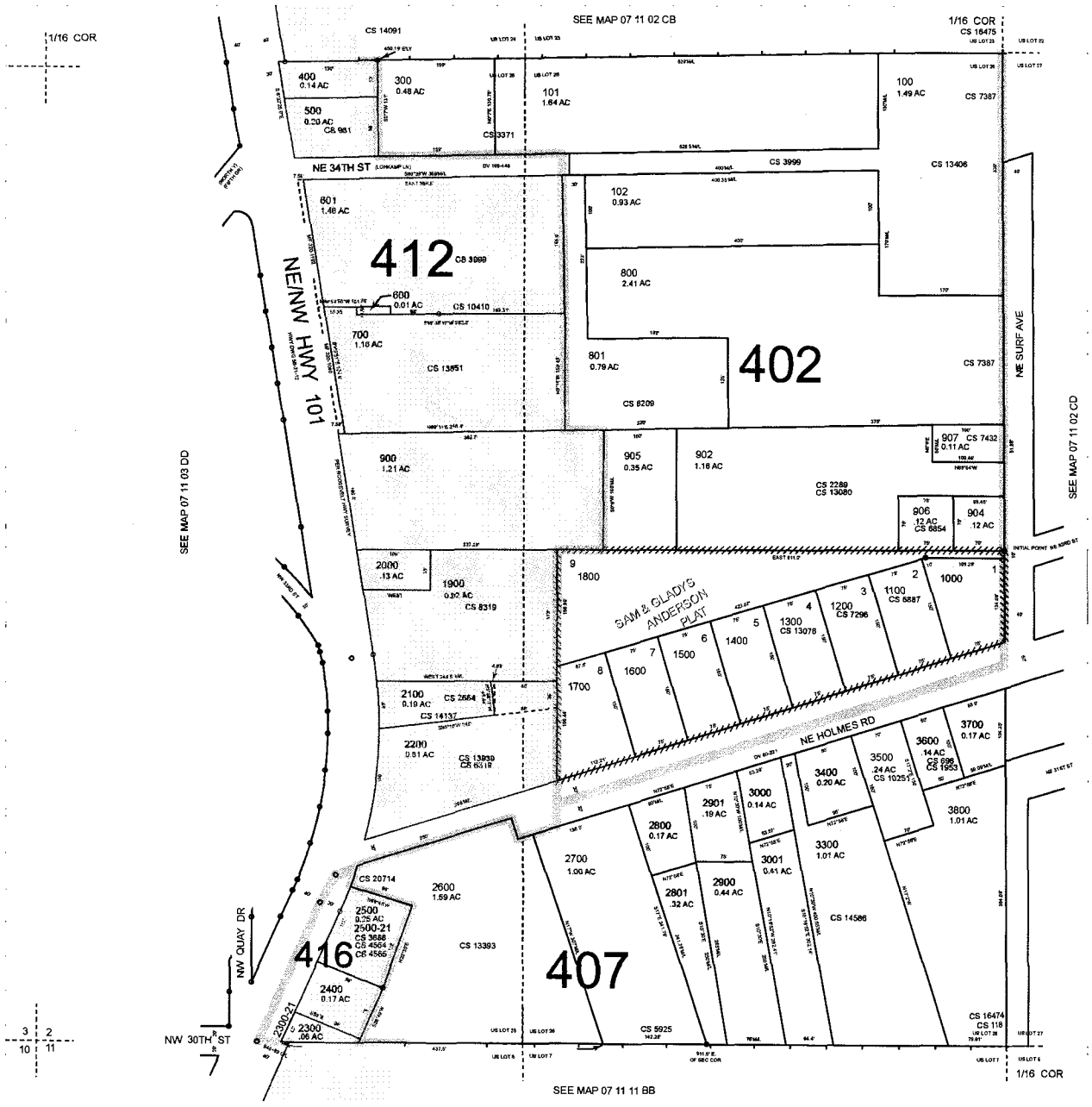
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.W.1/4 S.W.1/4 SEC.2 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 02 CC
LINCOLN CITY

Cancelled
101-31
102-31
200
800-31
901
903
2101
3100
3200



Revised: SEB
06/05/2018

LINCOLN CITY
07 11 02 CC

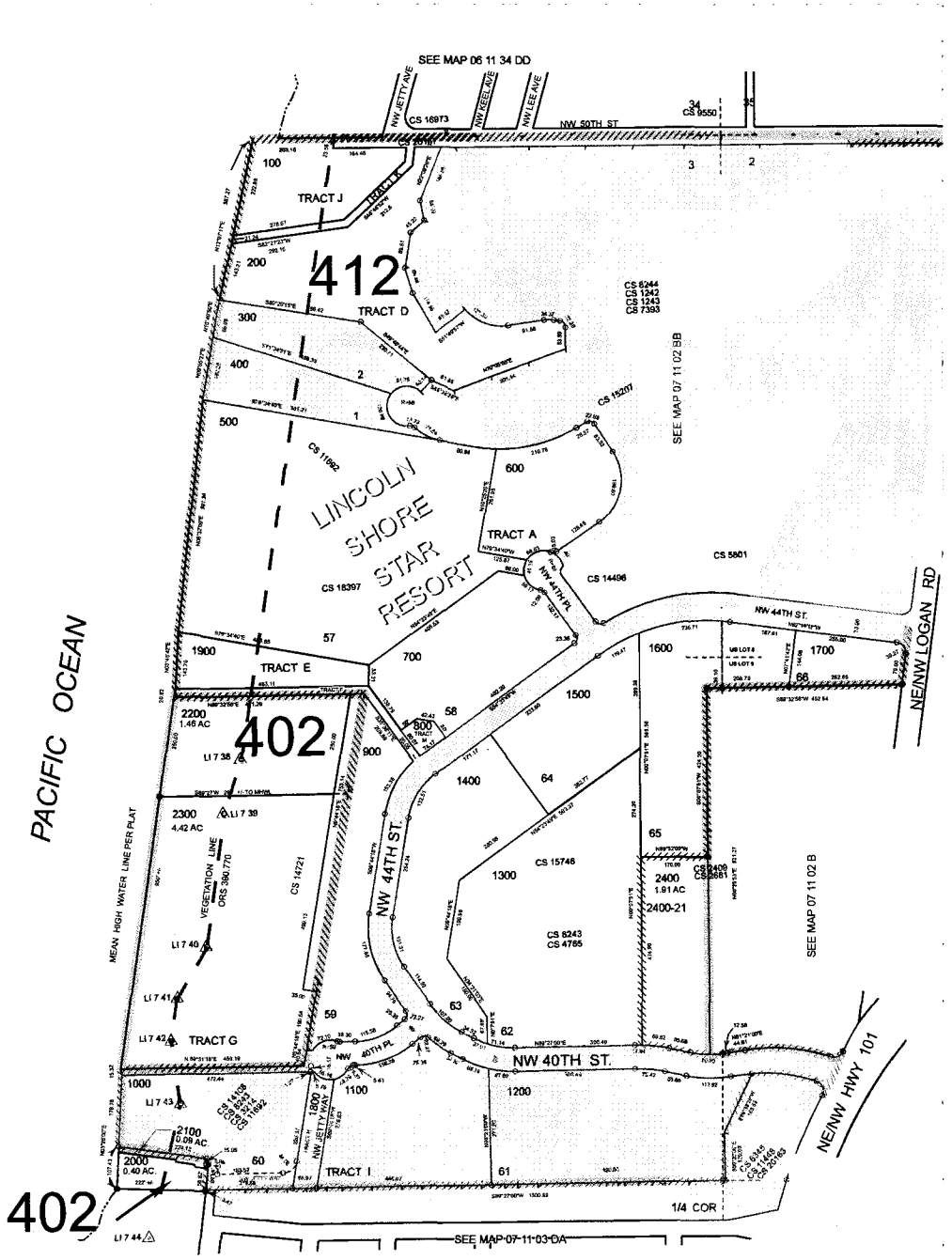
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 100 200 300 400 Feet

N.E.1/4 SEC.3 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 200'

07 11 03 A
LINCOLN CITY

Cancelled
101
201
301
401
501
1001
1901
2001
2101



Revised: SEB
06/09/2015

LINCOLN CITY
07 11 03 A

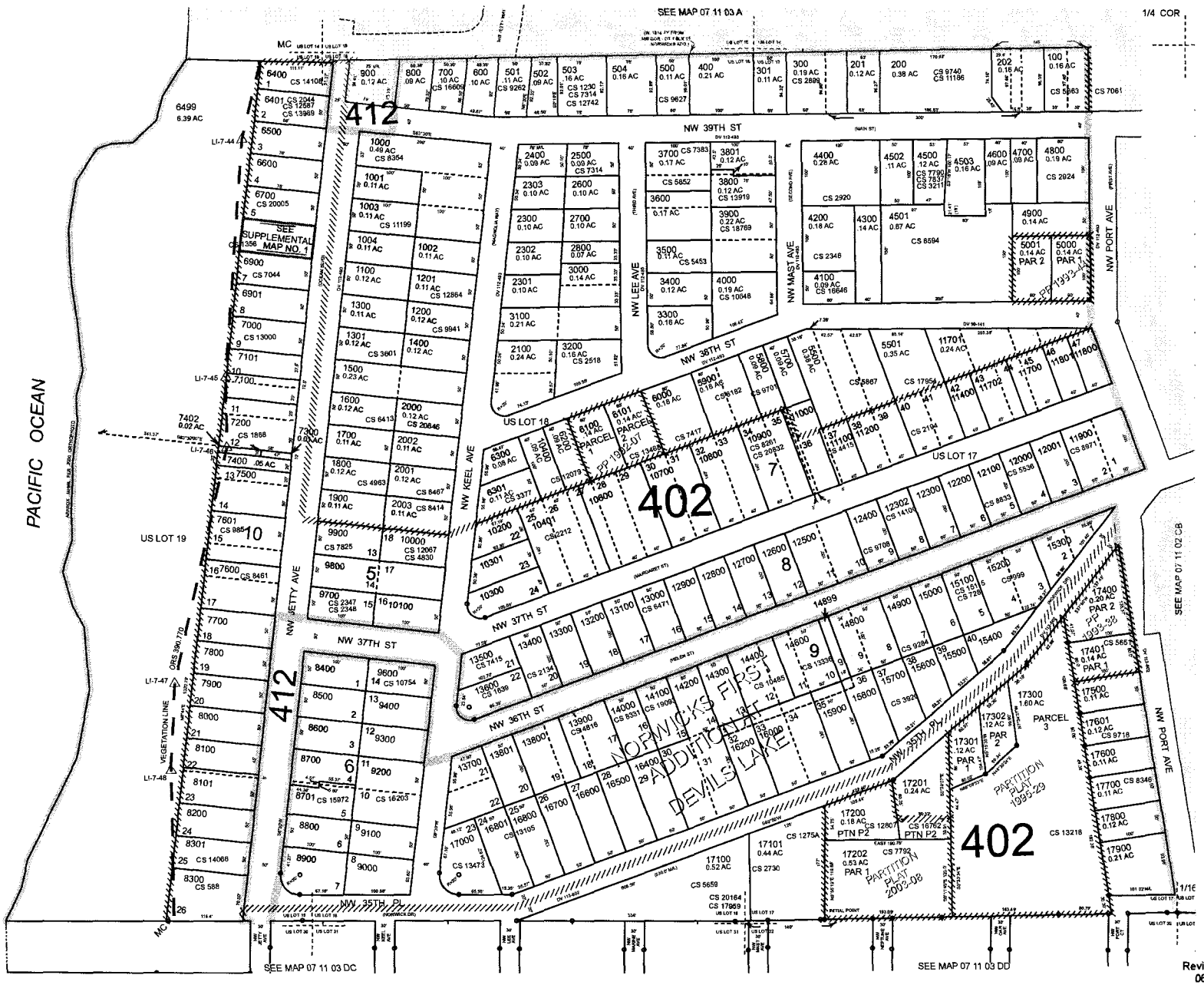
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.E.1/4 S.E.1/4 SEC.3 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 03 DA
LINCOLN CITY

Cancelled
2200
2900
3901
3902
5100
5200
5300
5400
5502
5600
5601
6800
7201
7401
7403
9500
10500
10501
11300
11500
11600
12301
12401
13701
14500
14700
16100
16300
16900
90003



Revised: SEB
06/09/2015

LINCOLN CITY
07 11 03 DA

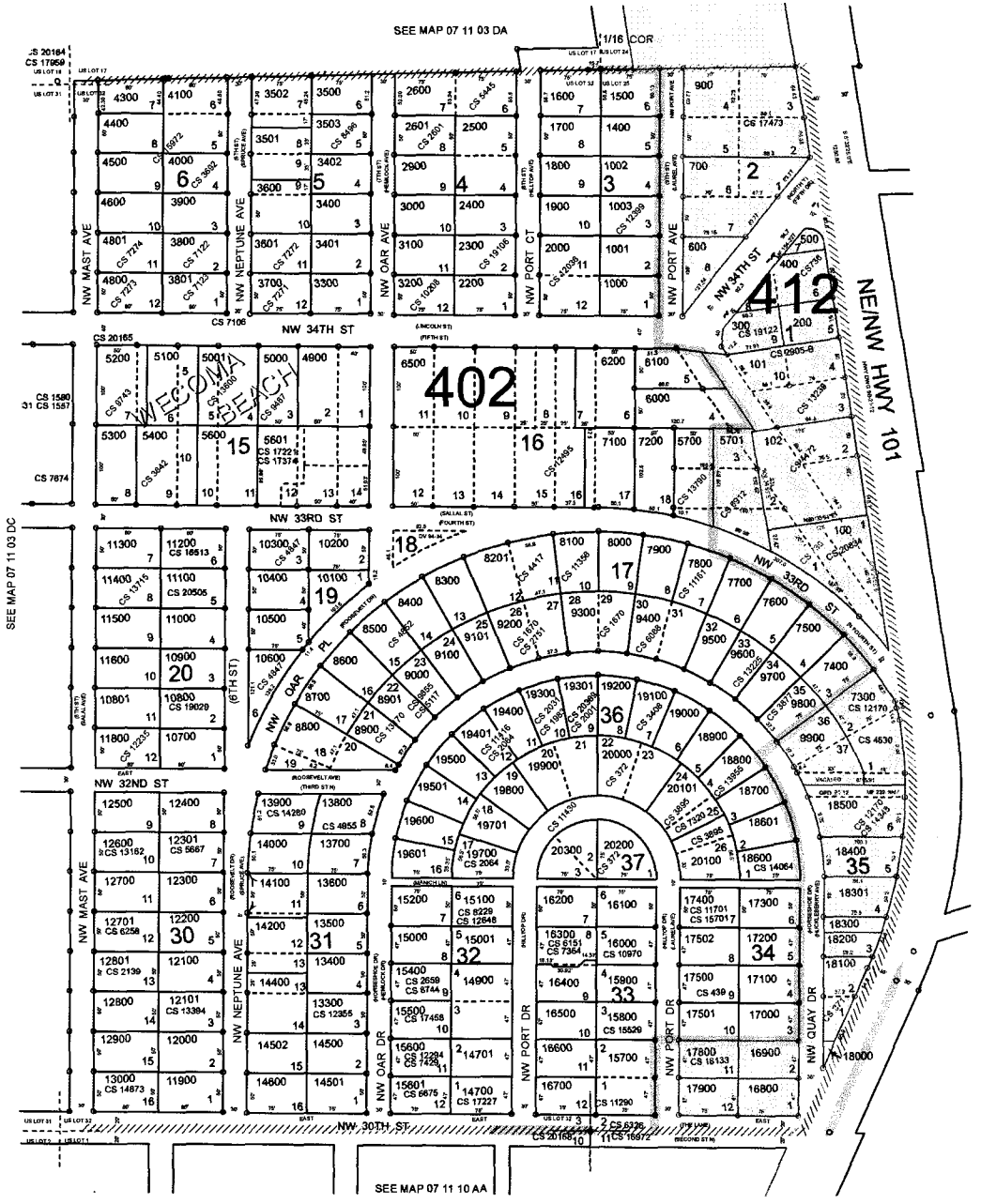
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.E.1/4 S.E.1/4 SEC.3 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 03 DD
LINCOLN CITY

Cancelled
800
1100
1200
1300
1900-41
1900-42
2100
2700
2800
4200
4700
5500
5501
5602
5602
5603
5800
5900
6300
6400
6600
6700
6800
6801
6900
7000
8200
10000
11700
13100
13200
14300
14800
15300
17600
17700



Revised: SAO
11/14/2018

LINCOLN CITY
07 11 03 DD

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.E.1/4 N.E.1/4 SEC.10 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 10 AA
LINCOLN CITY

Cancelled
200
2600
2700
3027
3401
3402
3500
3600
3700
3800
3900
4000
4100
4200
4300
4400
4500
4600
4700
4800
4900
5000
5100
5200
5300
5400
5500
5600
5700
5800
5900
6000
6100
6200
6300
6400
6401
6600
6700
8800
9500
12000
12200
15900
16000
16100
16200
16400
16500
16600
16900
80000
80001
80002
80003
80004
80005
80006
80007



Revised: SEB
08/16/2019

LINCOLN CITY
07 11 10 AA

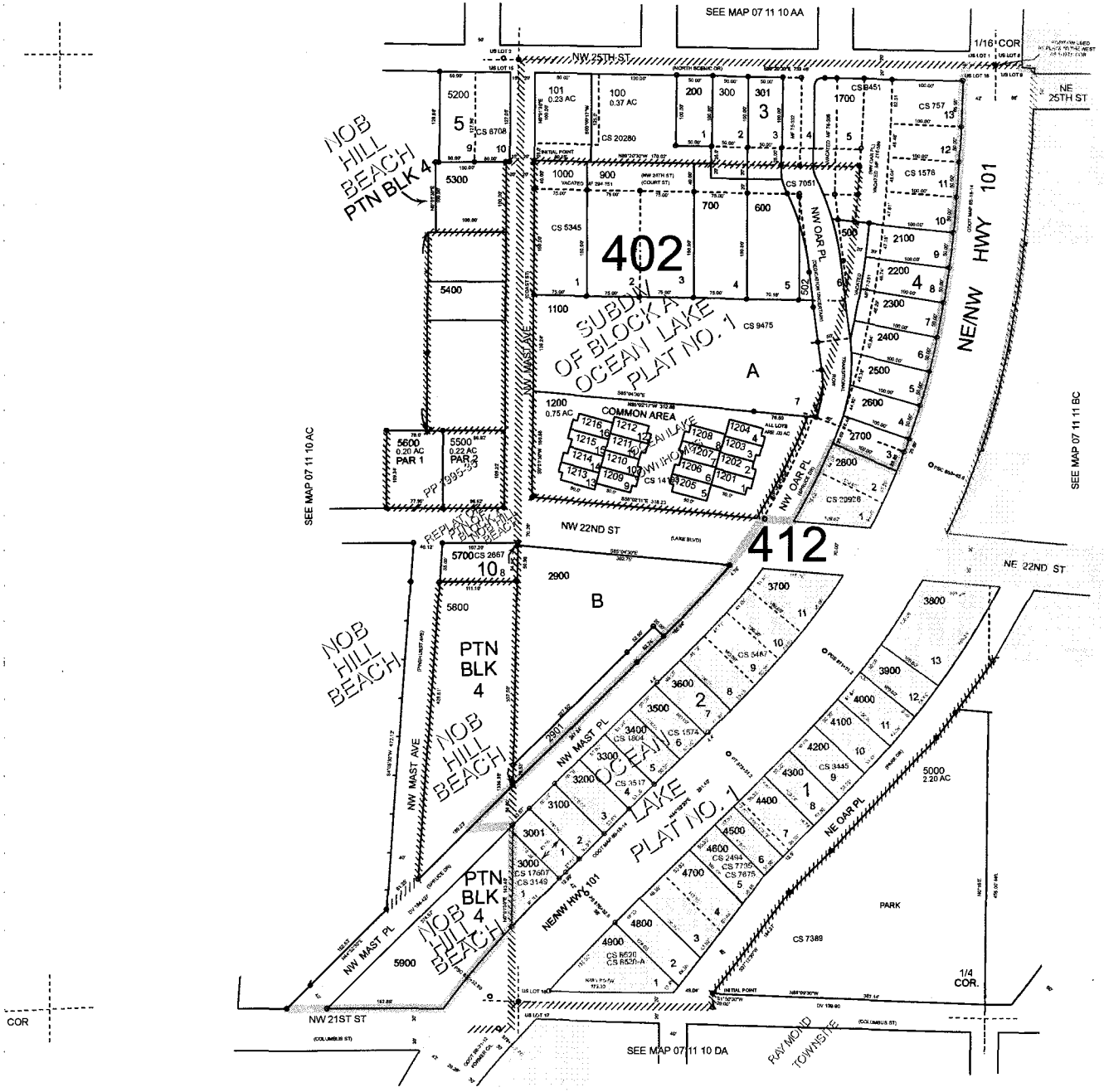
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.E.1/4 N.E.1/4 SEC.10 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 10 AD
LINCOLN CITY

Cancelled
400
501
800
1300
1400
1500
1600
1800
1900
2000
2800-21
5100



Revised: SAO
05/02/2019

LINCOLN CITY
07 11 10 AD

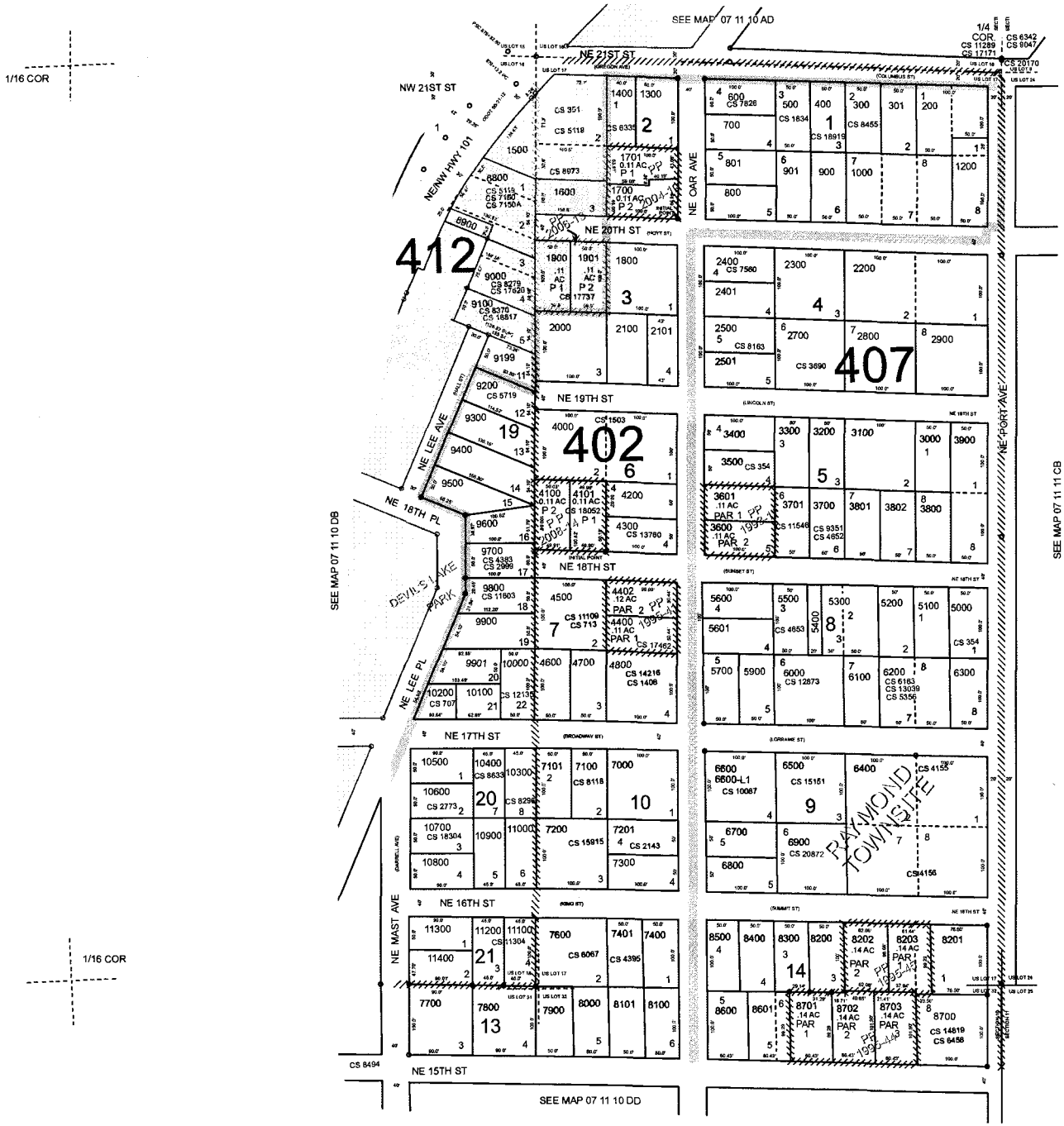
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.E.1/4 S.E.1/4 SEC.10 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 10 DA
LINCOLN CITY

Cancelled
100
1100
2600
4401
4900
5800
5801
7500



Revised: SAO
05/07/2018

LINCOLN CITY
07 11 10 DA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.W.1/4 S.E.1/4 SEC.10 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 10 DB
LINCOLN CITY

Cancelled
3000
3600
3700
3800
3900
4100
4200
4300
4400
4500
4600
4700
5400
5500
7500
7600
8000
9100
9500
10900-21
12300
12700
13800
14400
14500
14600
14700
14800
15000
18100
18701
18800
19000
19401
21200
21800
21900
21901
22000
22101
22600
22700
22800
22900
23000
23100
23101
23200
23300
23400
23500
23600
24000
24100
24200
24300
24400
24500
24600
24700
24701
24800
24900
25000
25100



Revised: SAO
05/27/2015

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.W.1/4 S.E.1/4 SEC.10 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 10 DC
LINCOLN CITY

Cancelled
100
500
1200
1400
1500
4500
4501
4600
4700
4701
4901
5100
6900
8100
8700
10500
10600
11000
11100
11200
11300
11600
11700
12000
12100
12102
12300
12400



Revised: SEB
11/19/2015

LINCOLN CITY
07 11 10 DC

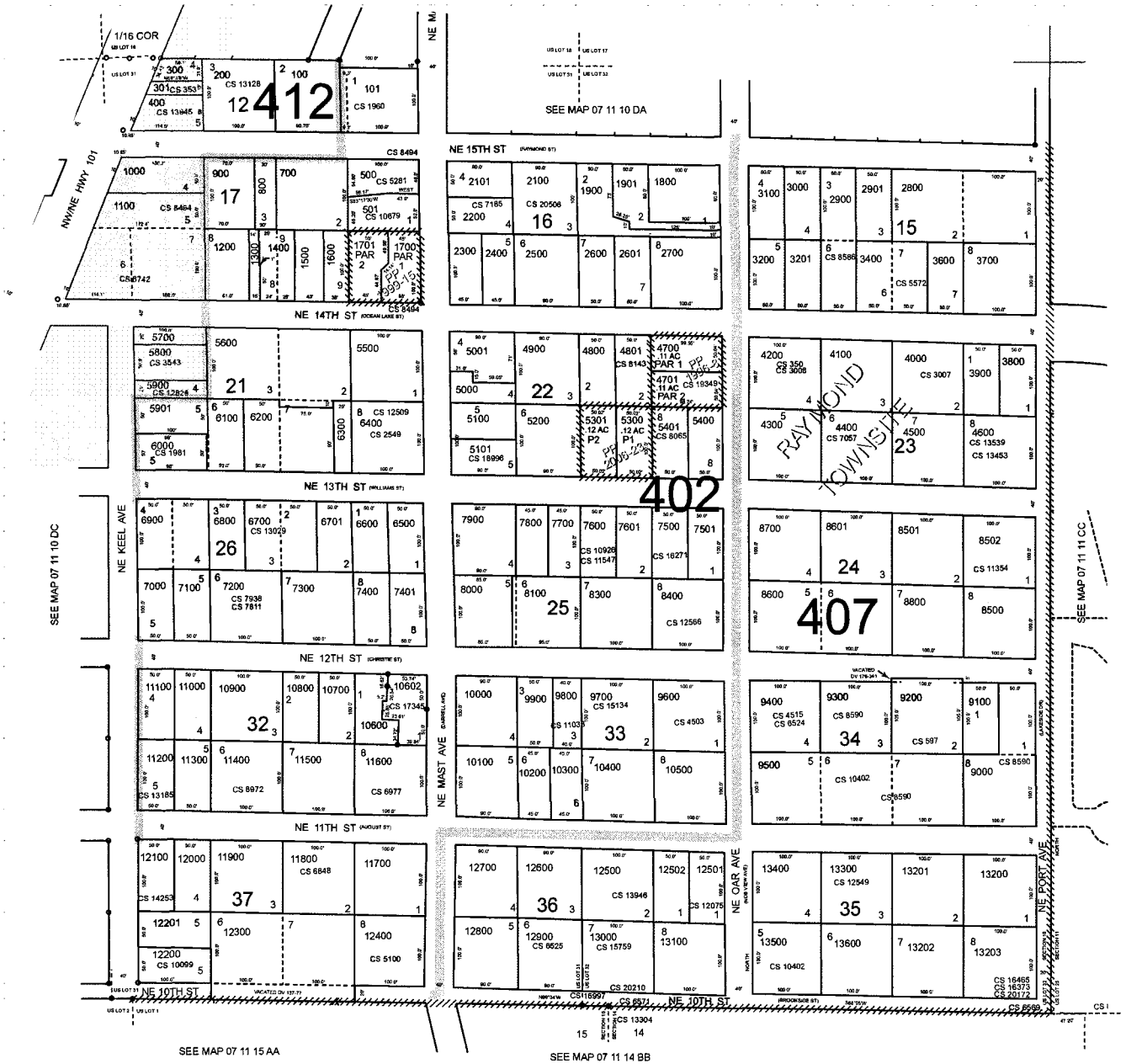
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.E.1/4 S.E.1/4 SEC.10 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 10 DD
LINCOLN CITY

Cancelled
600
2000
3300
3500
8200
8900
10601



Revised: SAO
06/10/2016

LINCOLN CITY
07 11 10 DD

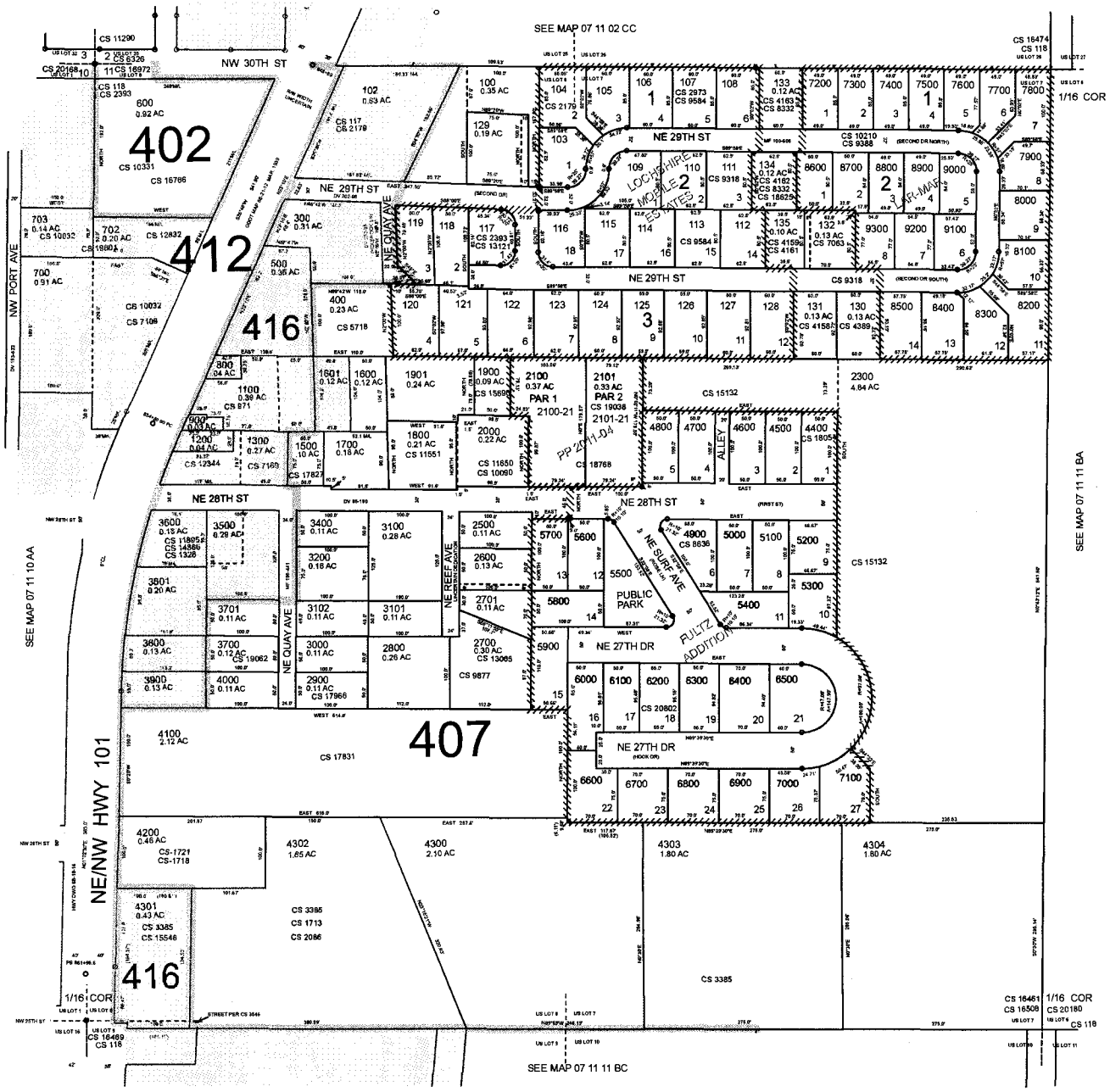
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.W.1/4 N.W.1/4 SEC.11 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 11 BB
LINCOLN CITY

Cancelled
101
200
701
1000
1400
2200
2400
3300



Revised: SAO
06/08/2015

LINCOLN CITY
07 11 11 BB

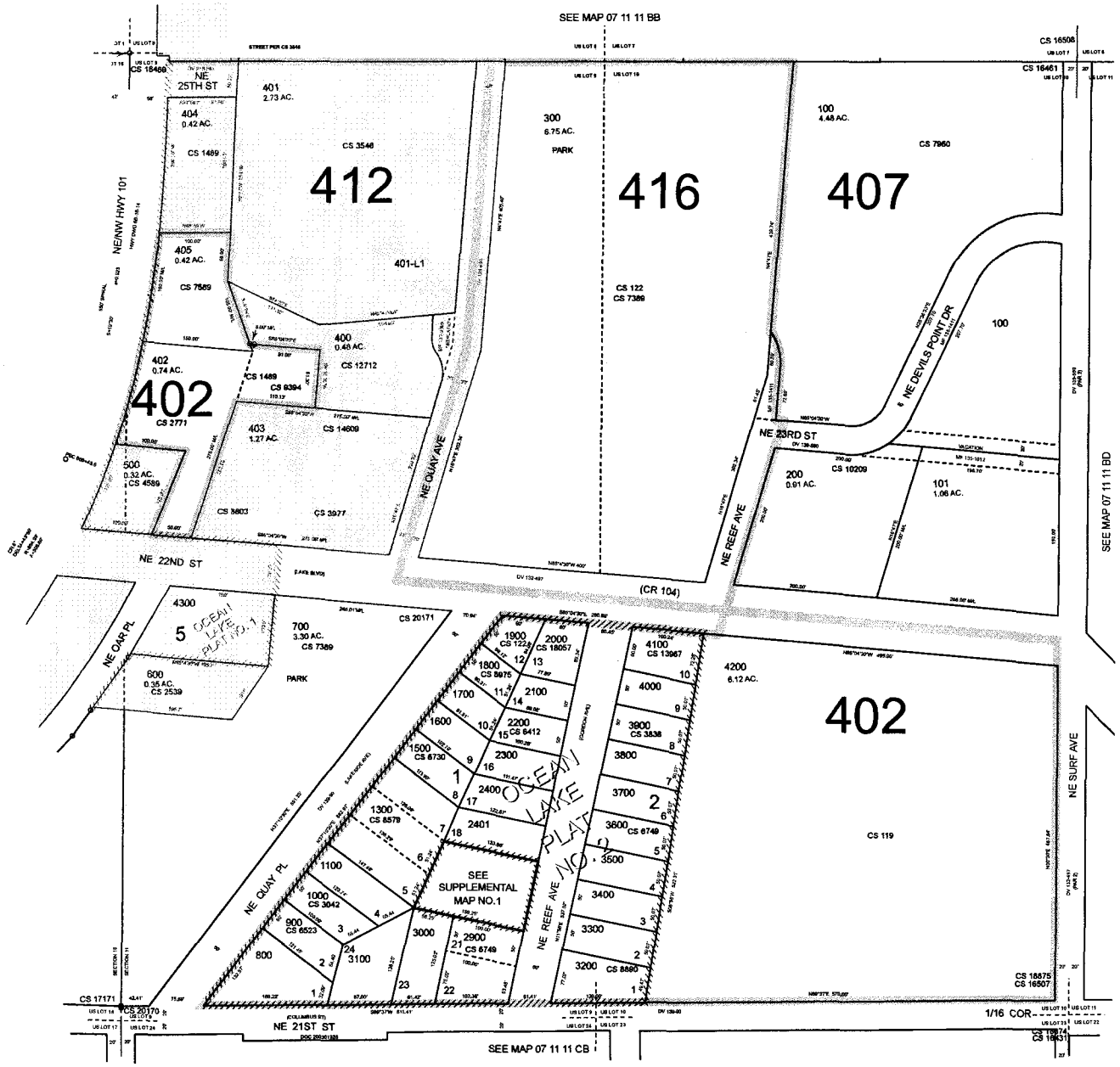
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.W.1/4 N.W.1/4 SEC.11 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 11 BC
LINCOLN CITY

Cancelled
501
1200
1400
2500
2600
2700
2800



Revised: SAO
06/08/2015

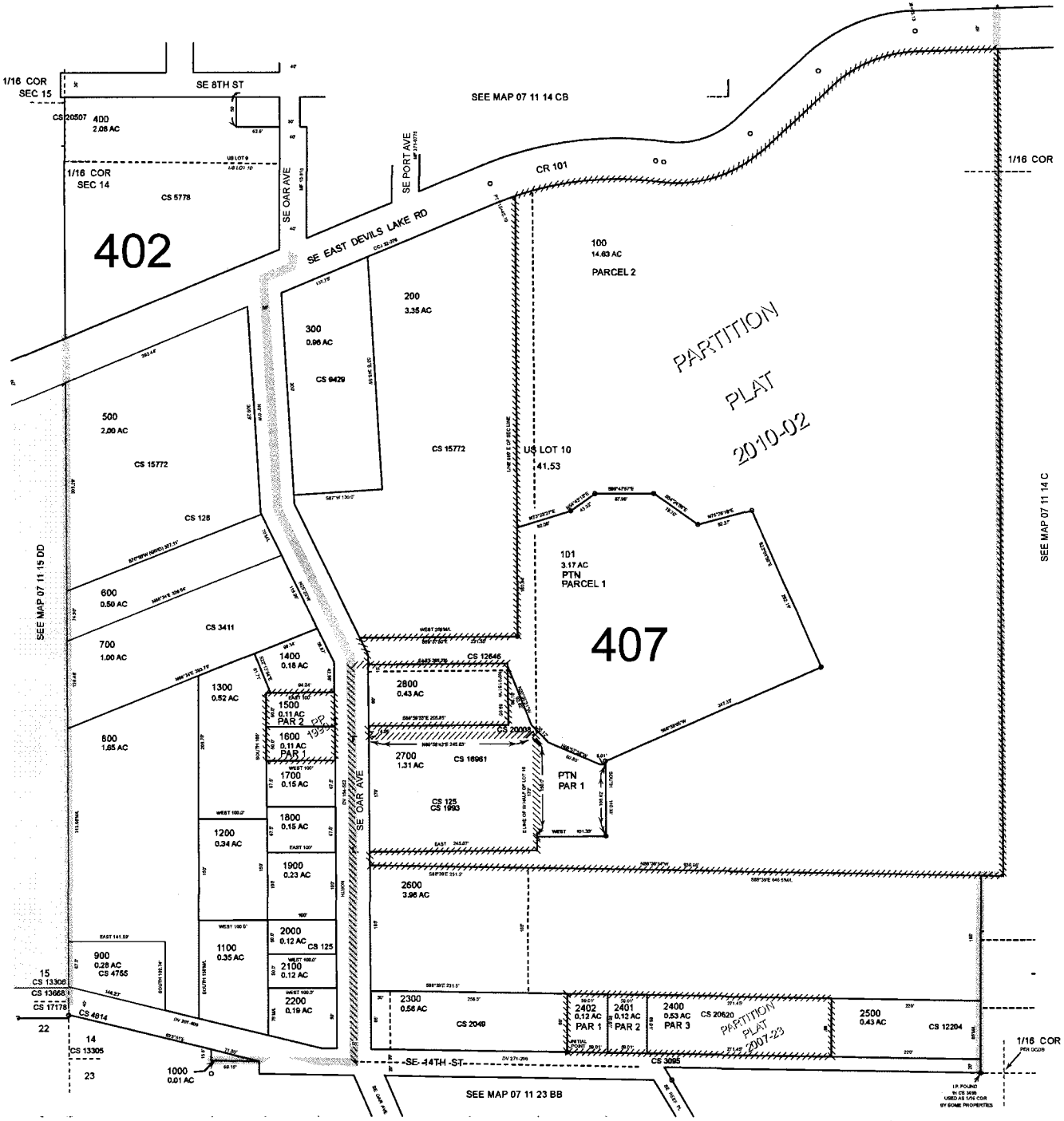
LINCOLN CITY
07 11 11 BC

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.W.1/4 S.W.1/4 SEC.14 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 14 CC
LINCOLN CITY



Revised: SEB
04/28/2017

LINCOLN CITY
07 11 14 CC

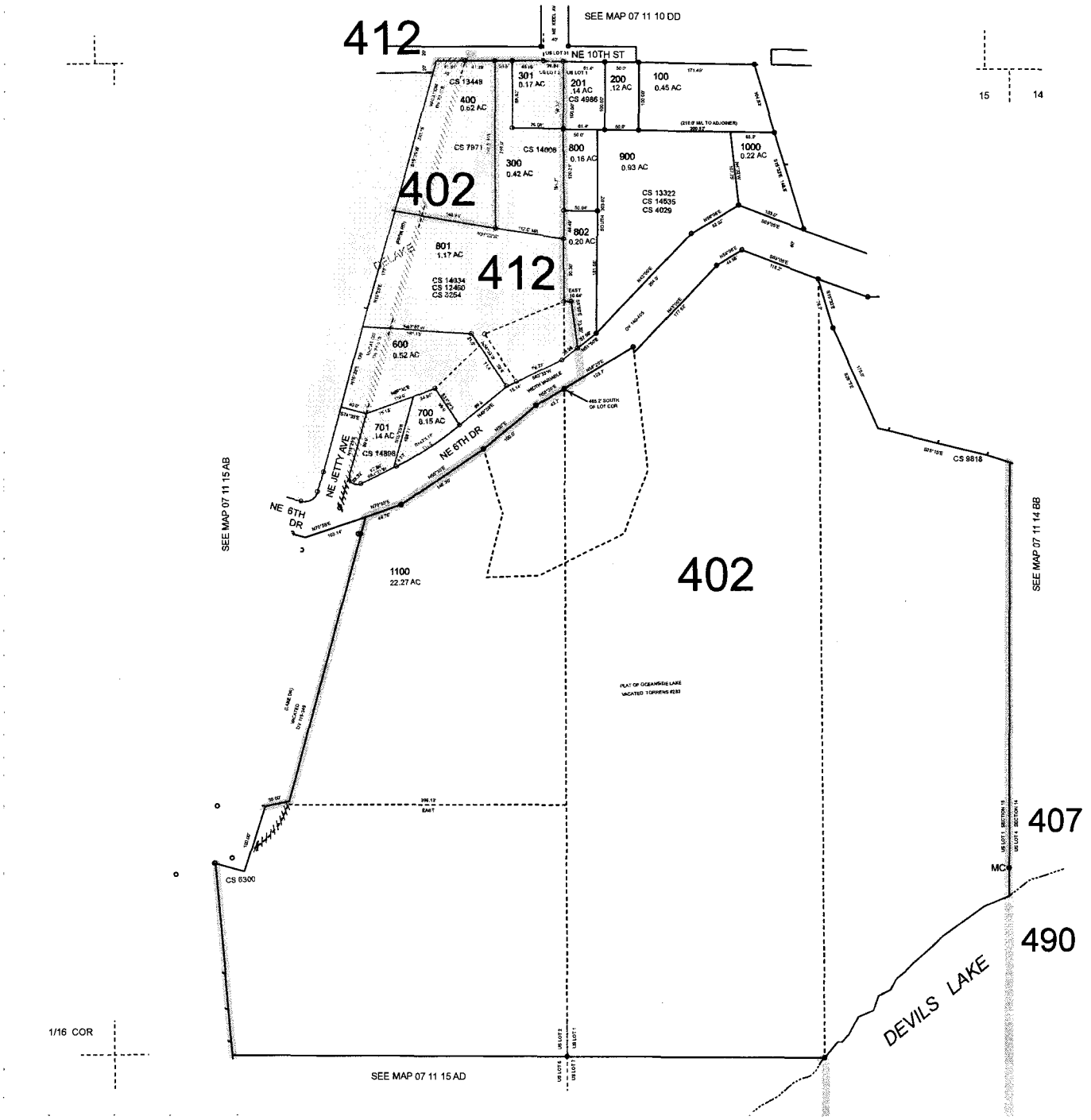
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.E.1/4 N.E.1/4 SEC.15 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 15 AA
LINCOLN CITY

Cancelled
500



Revised: SEB
12/12/2018

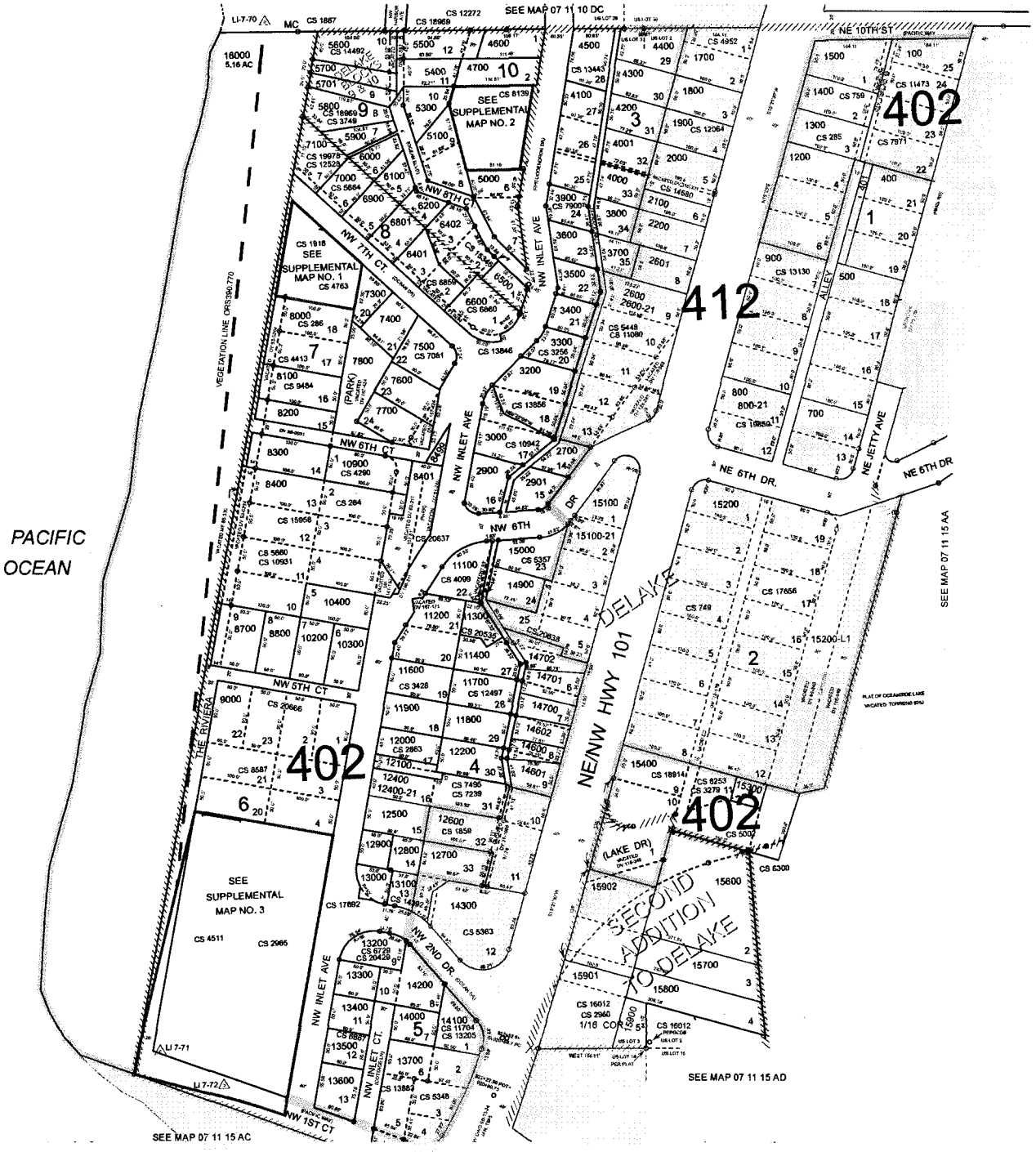
LINCOLN CITY
07 11 15 AA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.W.1/4 N.E.1/4 SEC.15 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 15 AB
LINCOLN CITY



Cancelled
200
300
600
1000
1100
1600
2300
2400
2500
2800
3100
4600
4601
4602
4900
5200
6300
6400
6403
6700
6800
7200
7900
8500
8600
9100
9200
9300
9301
9400
9500
9600
9700
9800
9900
10000
10100
10500
10600
10700
10800
11000
11001
11500
12300
13800
13900
14400
14500
14703
14799
14800
14801
14899
14901
15401
15500
15902-21
90001

Revised: SEB 12/03/2015

LINCOLN CITY
07 11 15 AB

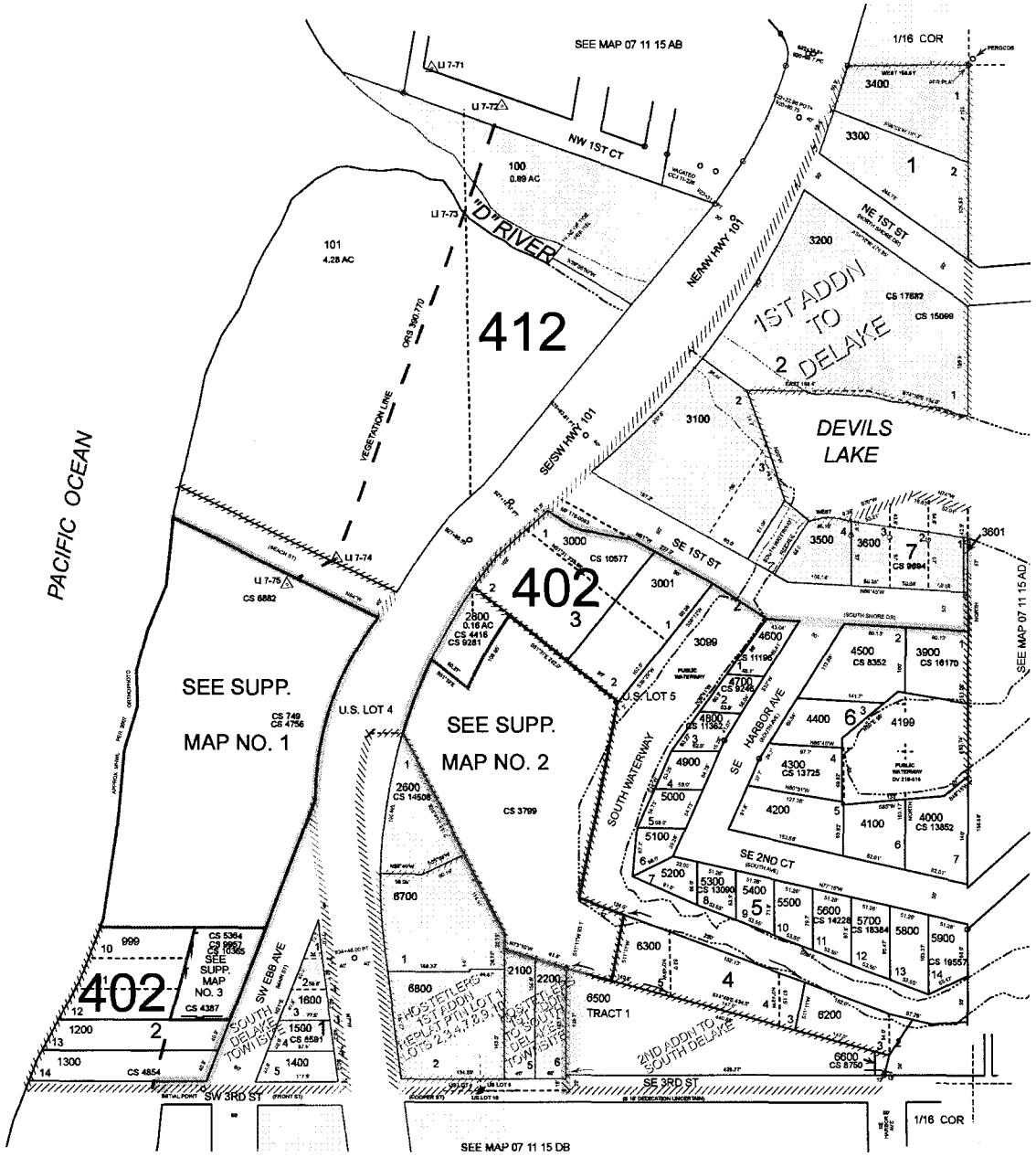
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.W.1/4 N.E.1/4 SEC.15 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 15 AC
LINCOLN CITY

Cancelled
102
200
300
400
500
600
700
800
900
1000
1100
1201
1301
1700
1800
1900
2000
2300
2400
2500
2601
2700
2900
3700
3800
6000
6100
6400
90001



Revised: SEB
07/06/2007

LINCOLN CITY
07 11 15 AC

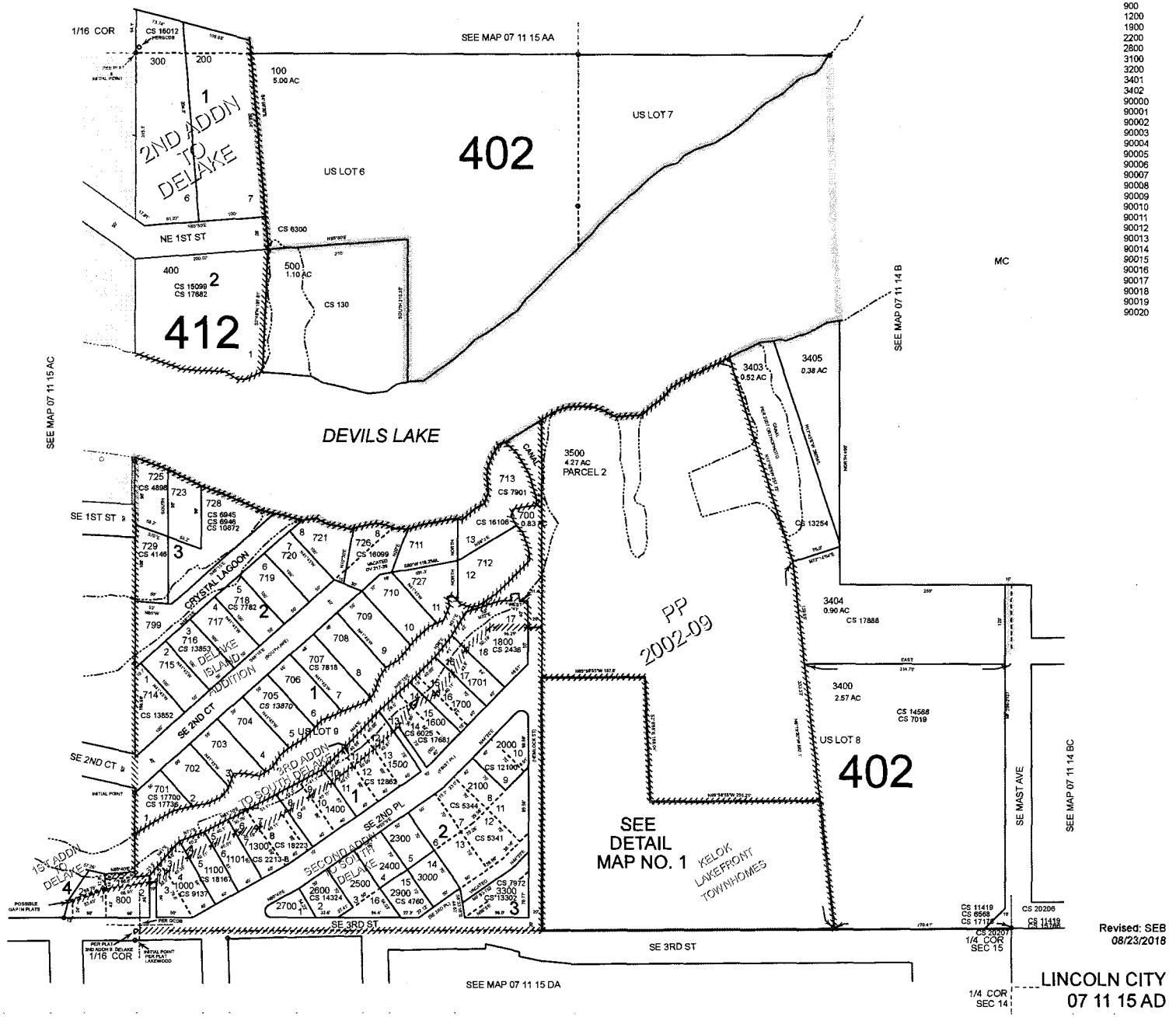
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.E.1/4 N.E.1/4 SEC.15 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 15 AD
LINCOLN CITY

Cancelled
600
722
724
730
731
900
1200
1900
2200
2800
3100
3200
3401
3402
90000
90001
90002
90003
90004
90005
90006
90007
90008
90009
90010
90011
90012
90013
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90015
90016
90017
90018
90019
90020



Revised: SEB
08/23/2018

LINCOLN CITY
07 11 15 AD

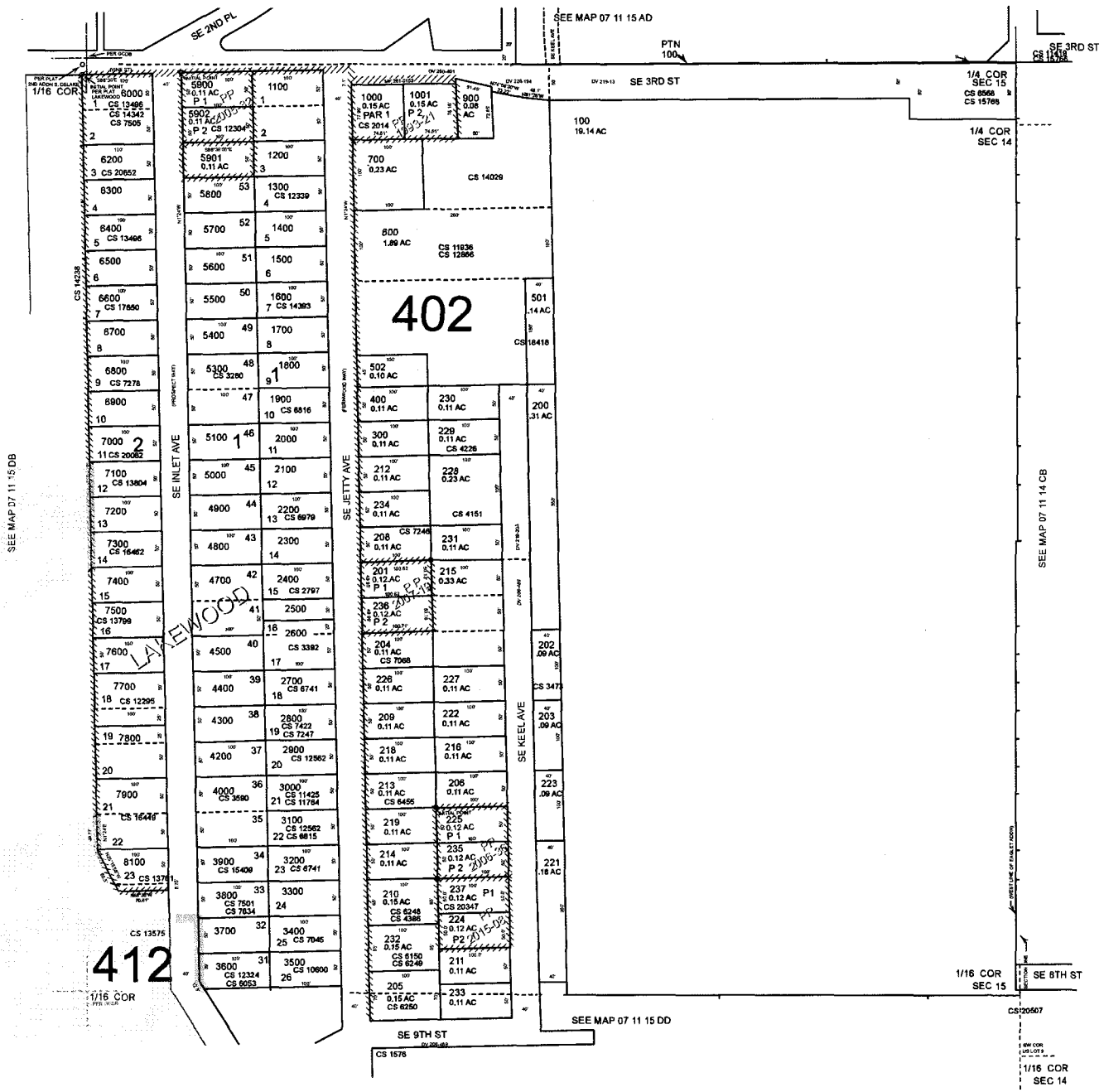
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.E.1/4 S.E.1/4 SEC.15 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 15 DA
LINCOLN CITY

Cancelled
207
217
220
500
800
801
4100
4600
5200
6100
8000
8200
8300
8400



Revised: SEB
11/18/2015

LINCOLN CITY
07 11 15 DA

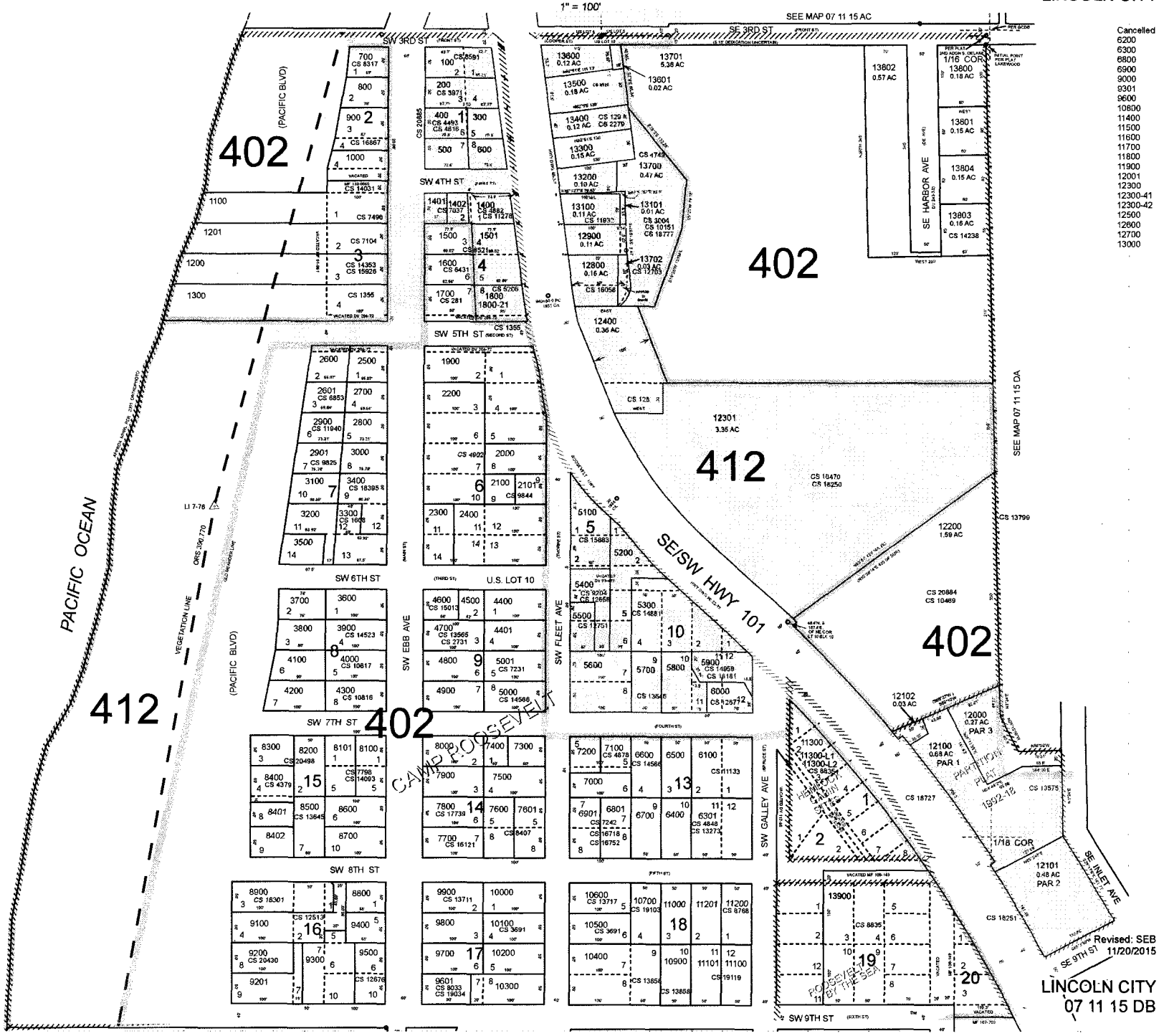
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.W.1/4 S.E.1/4 SEC.15 T.7S. R.11W. W.M.
LINCOLN COUNTY

1" = 100'

07 11 15 DB
LINCOLN CITY

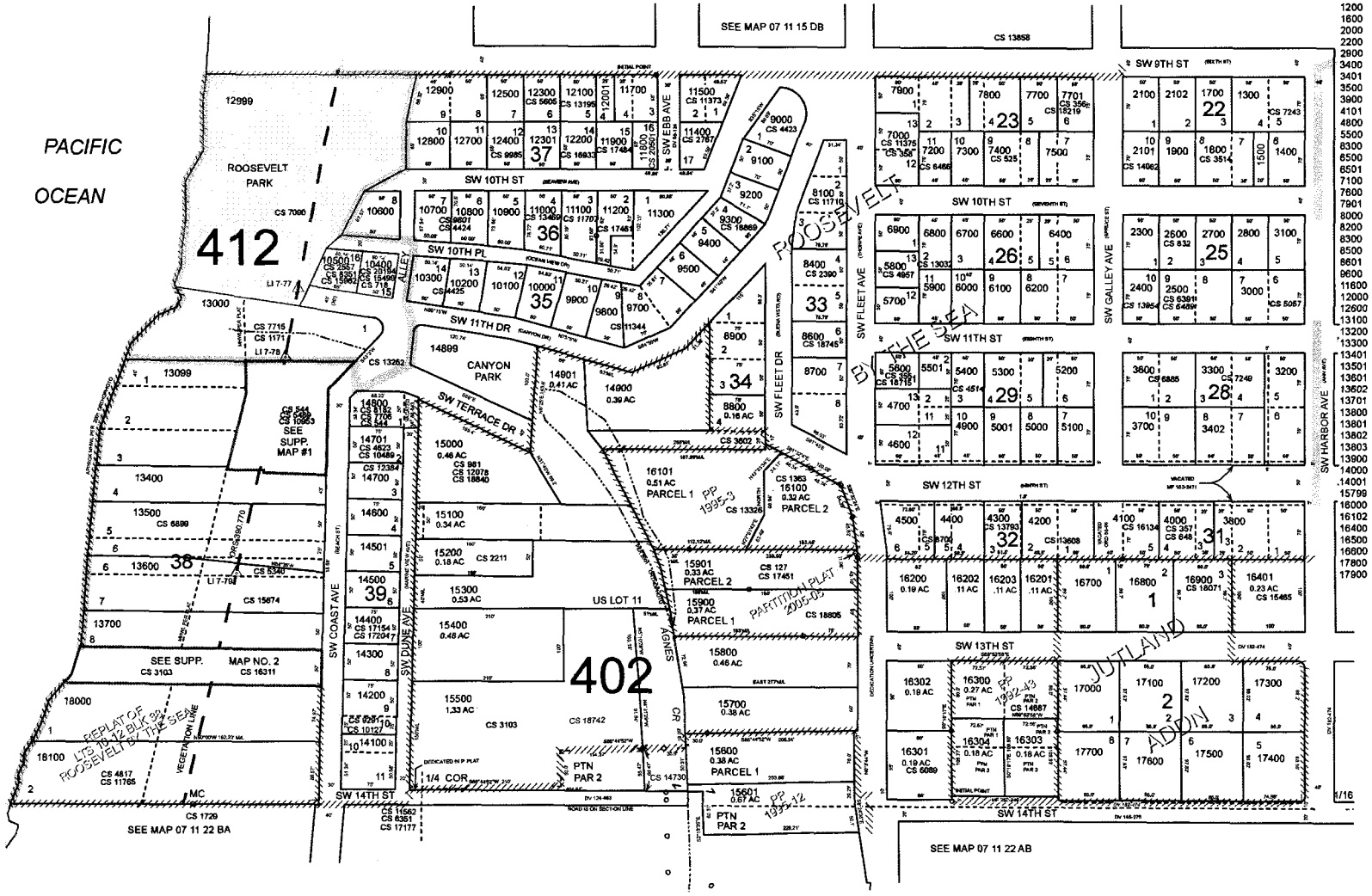


THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.W.1/4 S.E.1/4 SEC.15 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 15 DC
LINCOLN CITY



Cancelled
100
200
300
400
500
600
700
800
900
1000
1100
1200
1600
2000
2200
2900
3400
3401
3500
3900
4101
4800
5500
8300
6500
6501
7100
7600
7901
8000
8200
8300
8500
8601
9600
11600
12000
12600
13100
13200
13300
13401
13501
13601
13602
13701
13800
13801
13802
13803
13900
14000
14001
15799
16000
16102
16400
16500
16600
17800
17900

Revised: SAO
05/29/2015

LINCOLN CITY
07 11 15 DC

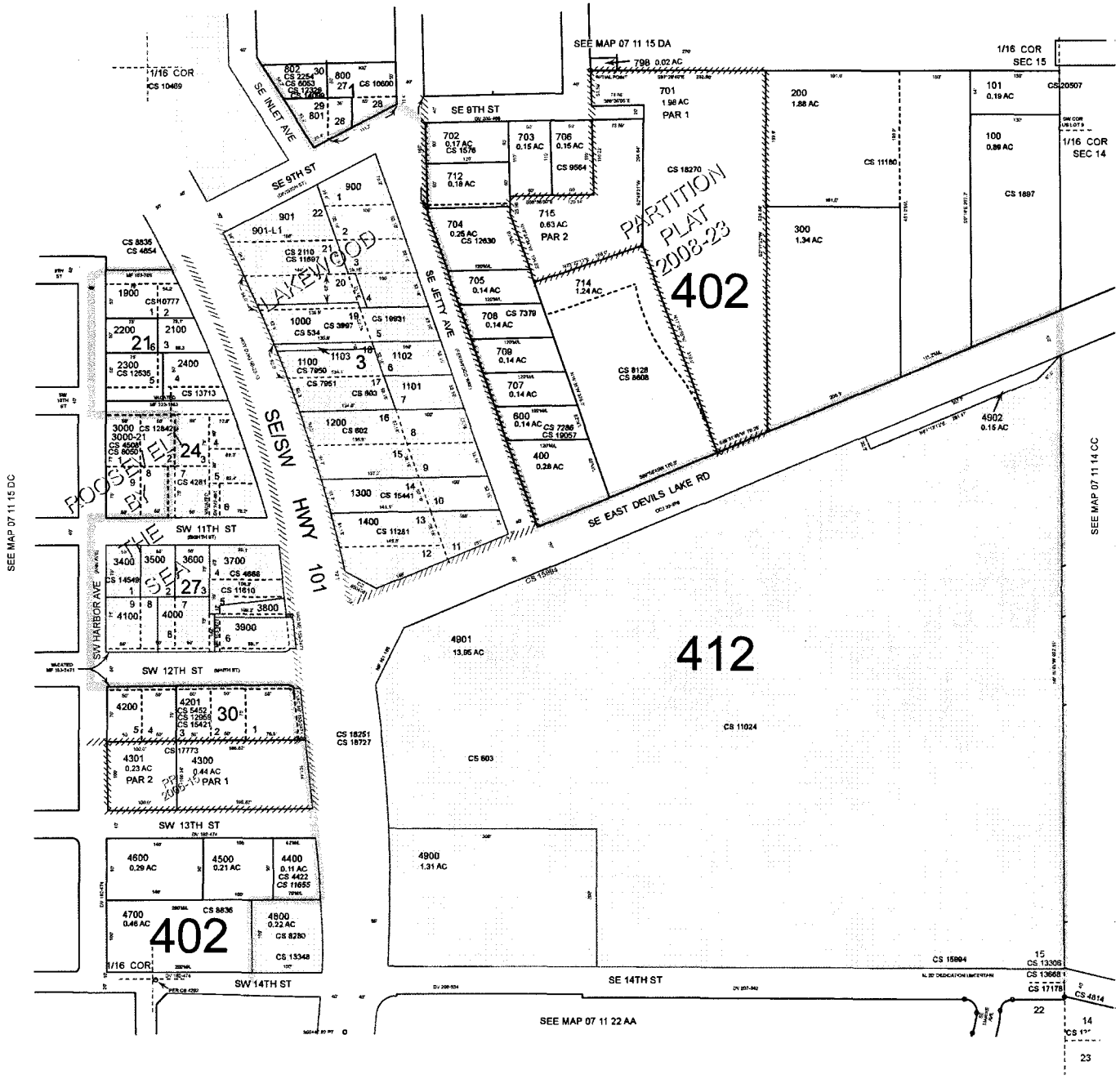
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.E.1/4 S.E.1/4 SEC.15 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 15 DD
LINCOLN CITY

Cancelled
301
500
700
710
711
713
799
900-A1
1000-21
1500
1600
1700
1800
2000
2500
2600
2700
2800
2900
3100
3200
3201
3300
4200-21



Revised: SEB
08/05/2016

LINCOLN CITY
07 11 15 DD

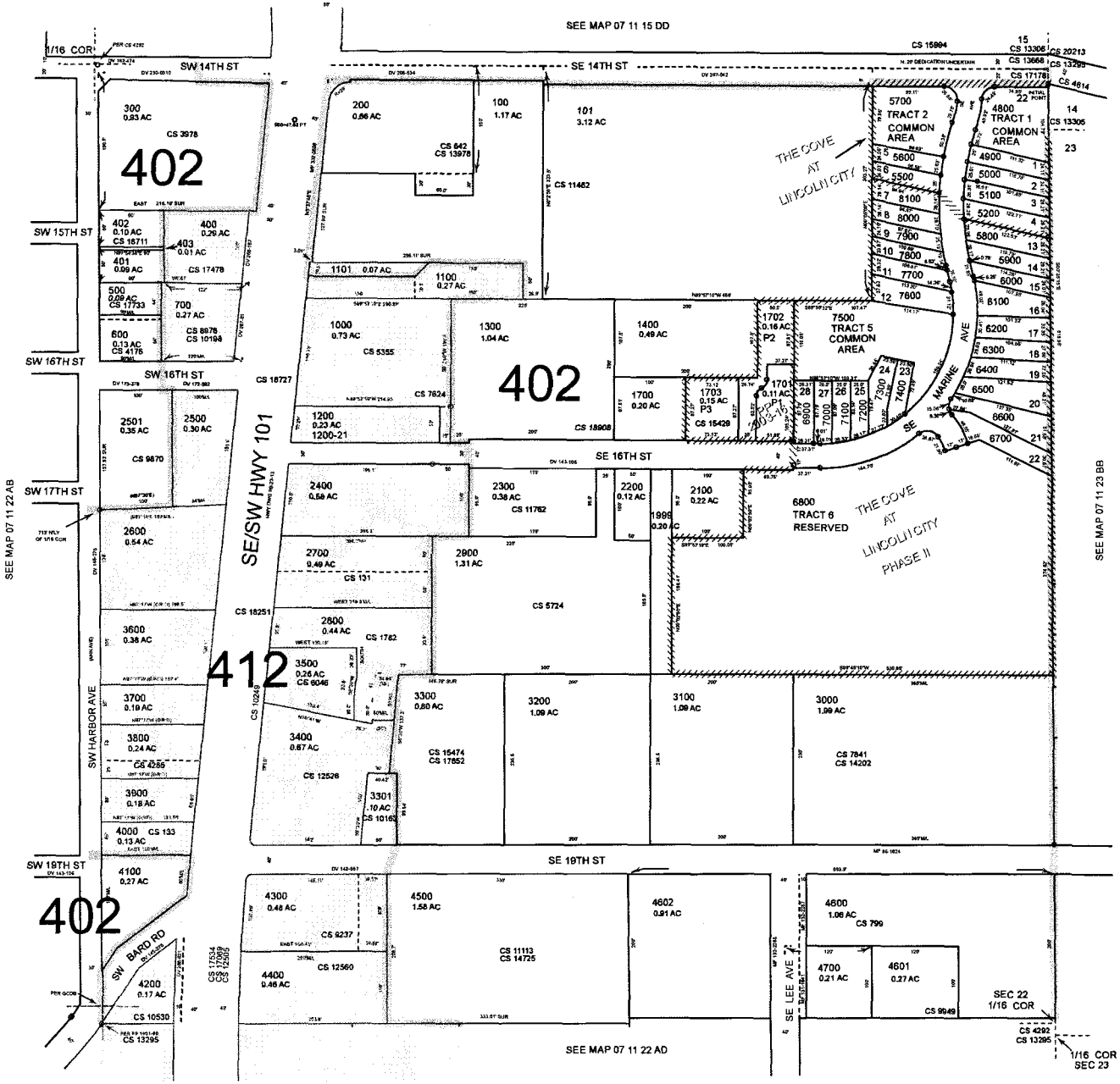
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.E.1/4 N.E.1/4 SEC.22 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 22 AA
LINCOLN CITY

Cancelled
102
800
900
1500
1600
1800
1801
1802
1900
1901
2000
5300
5400



Revised: SAO
01/11/2018

LINCOLN CITY
07 11 22 AA

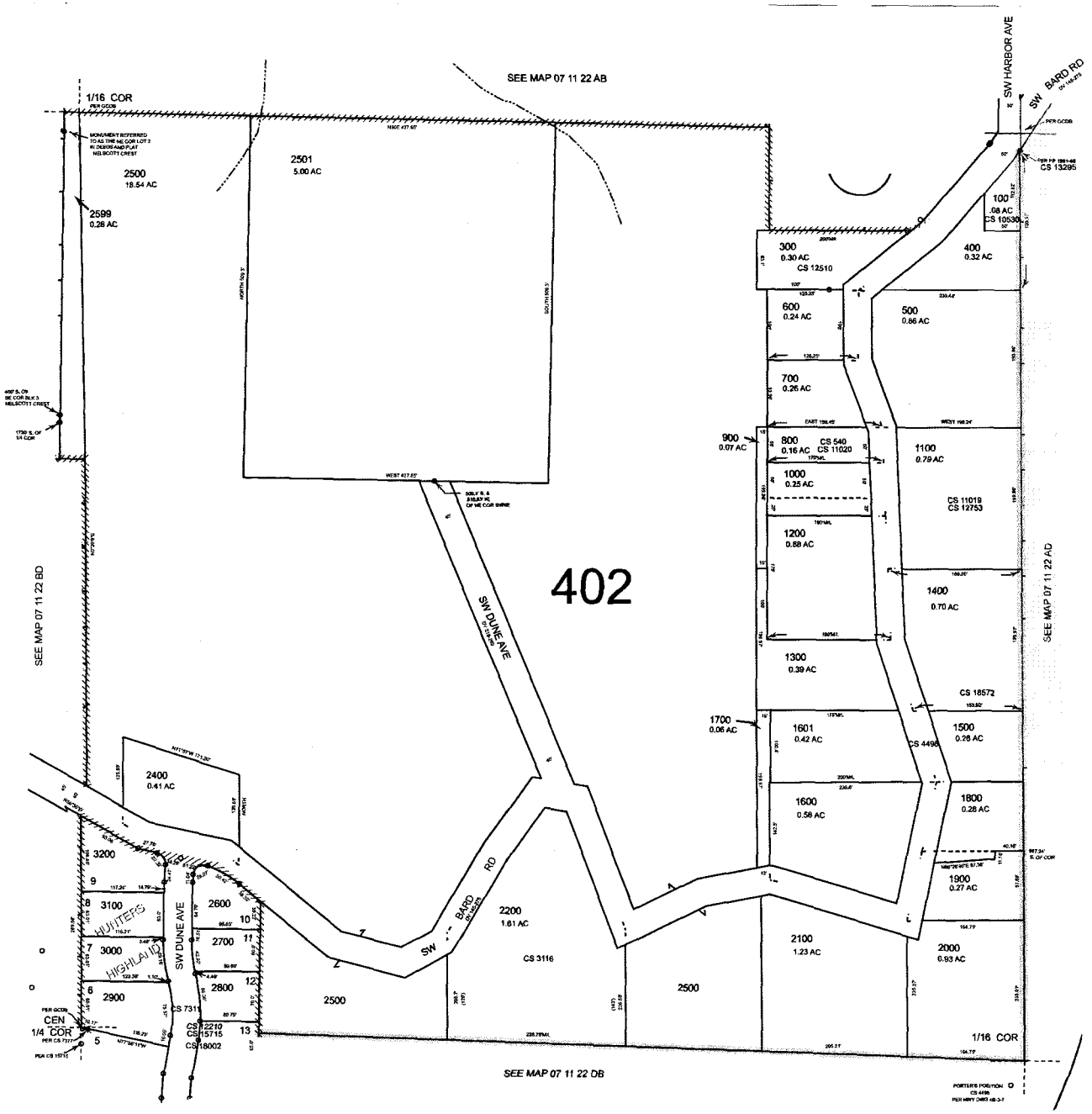
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.W.1/4 N.E.1/4 SEC.22 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 22 AC
LINCOLN CITY

Cancelled
200
1901
2300
2502



Revised: SEB
04/06/2016

LINCOLN CITY
07 11 22 AC

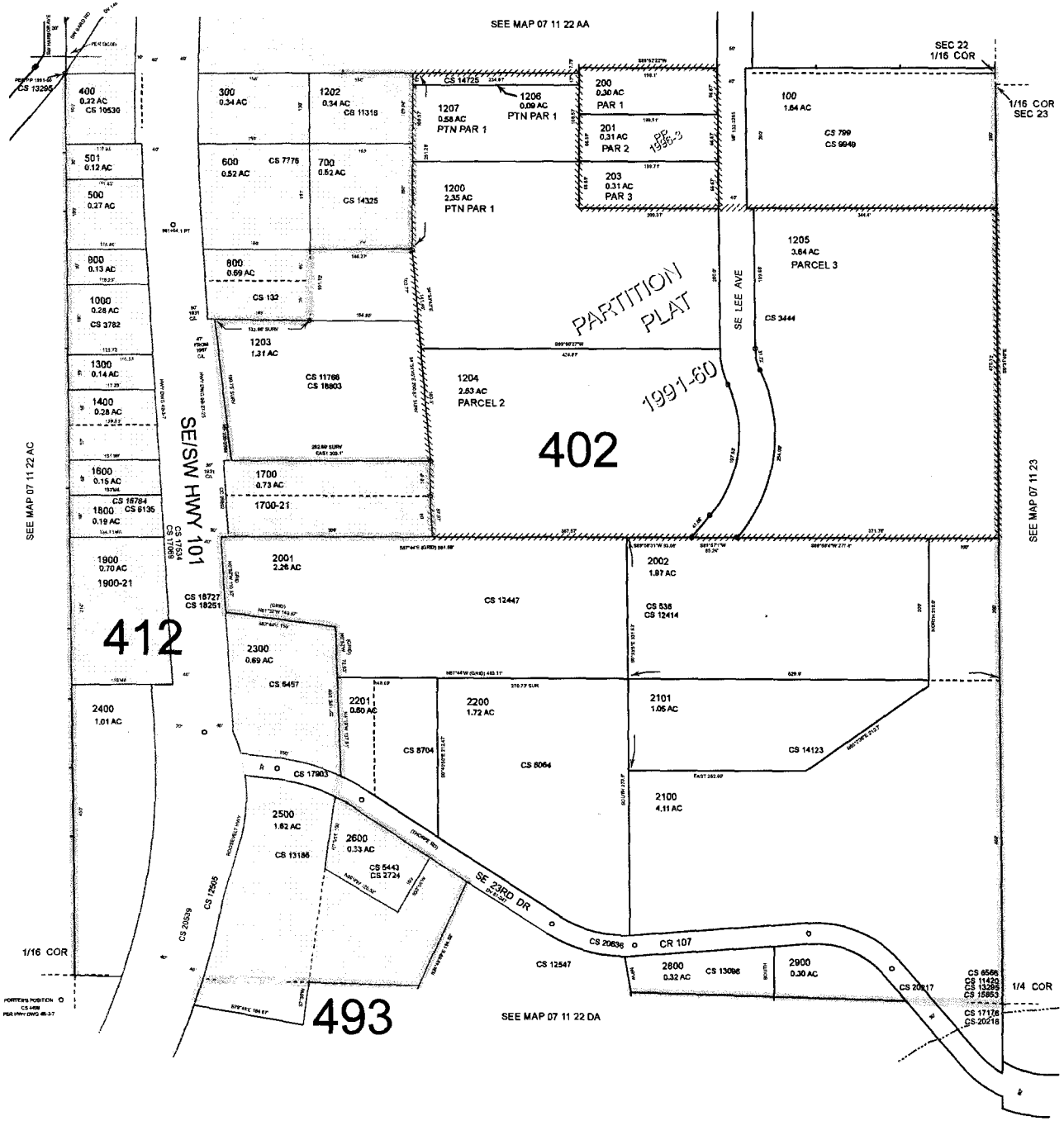
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.E.1/4 N.E.1/4 SEC.22 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 22 AD
LINCOLN CITY

Cancelled
202
1100
1201
1500
2000
2601
2700



Revised: SEB
04/29/2011

LINCOLN CITY
07 11 22 AD

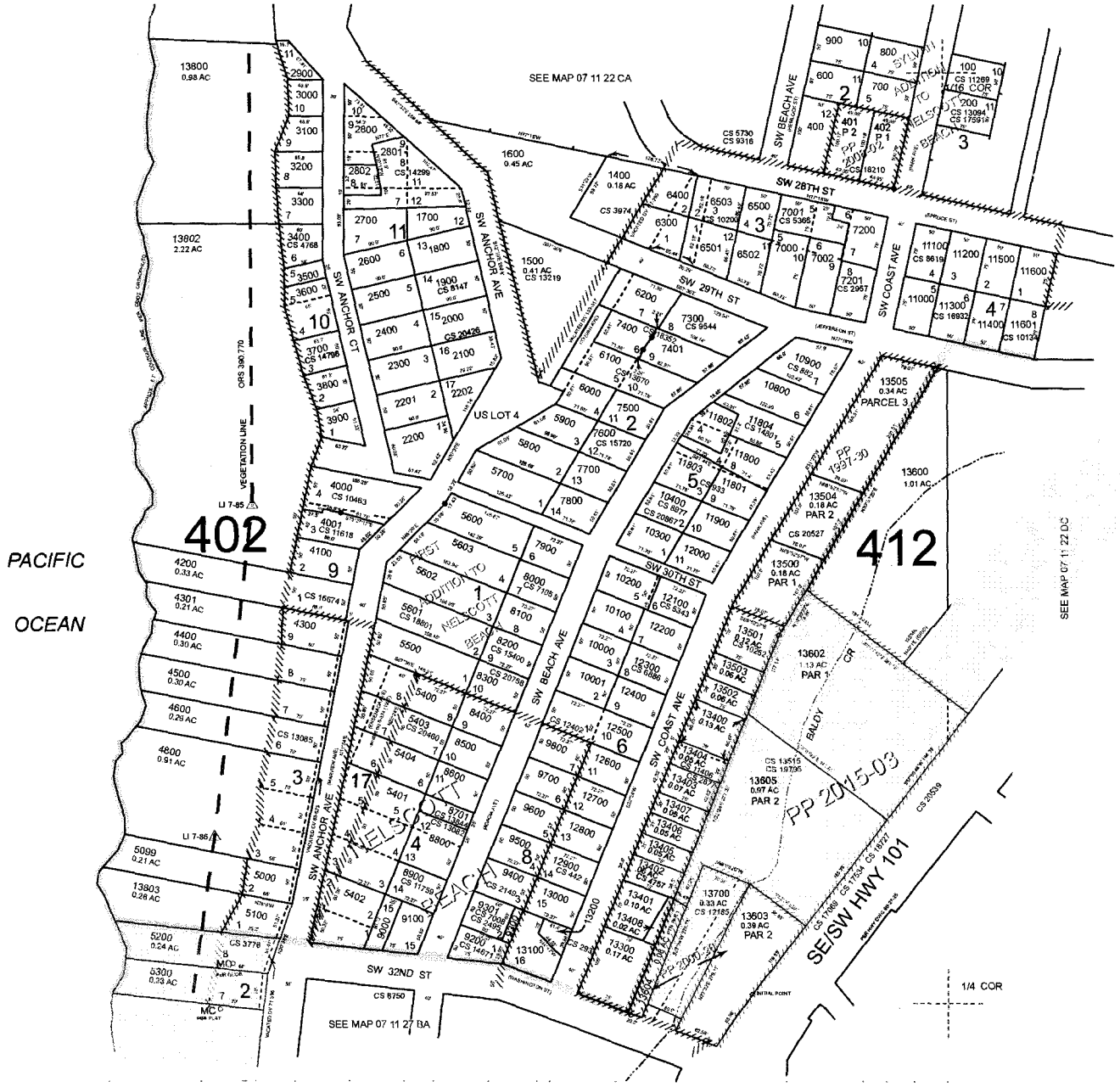
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.E.1/4 S.W.1/4 SEC.22 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 22 CD
LINCOLN CITY

Cancelled
300
500
1000
1100
1200
1300
1701
2701
2803
4700
4900
6600
6700
6800
6900
7100
8700
9900
10500
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10700
11700
13601
13603-21
13801



Revised: SEB
12/04/2015

LINCOLN CITY
07 11 22 CD

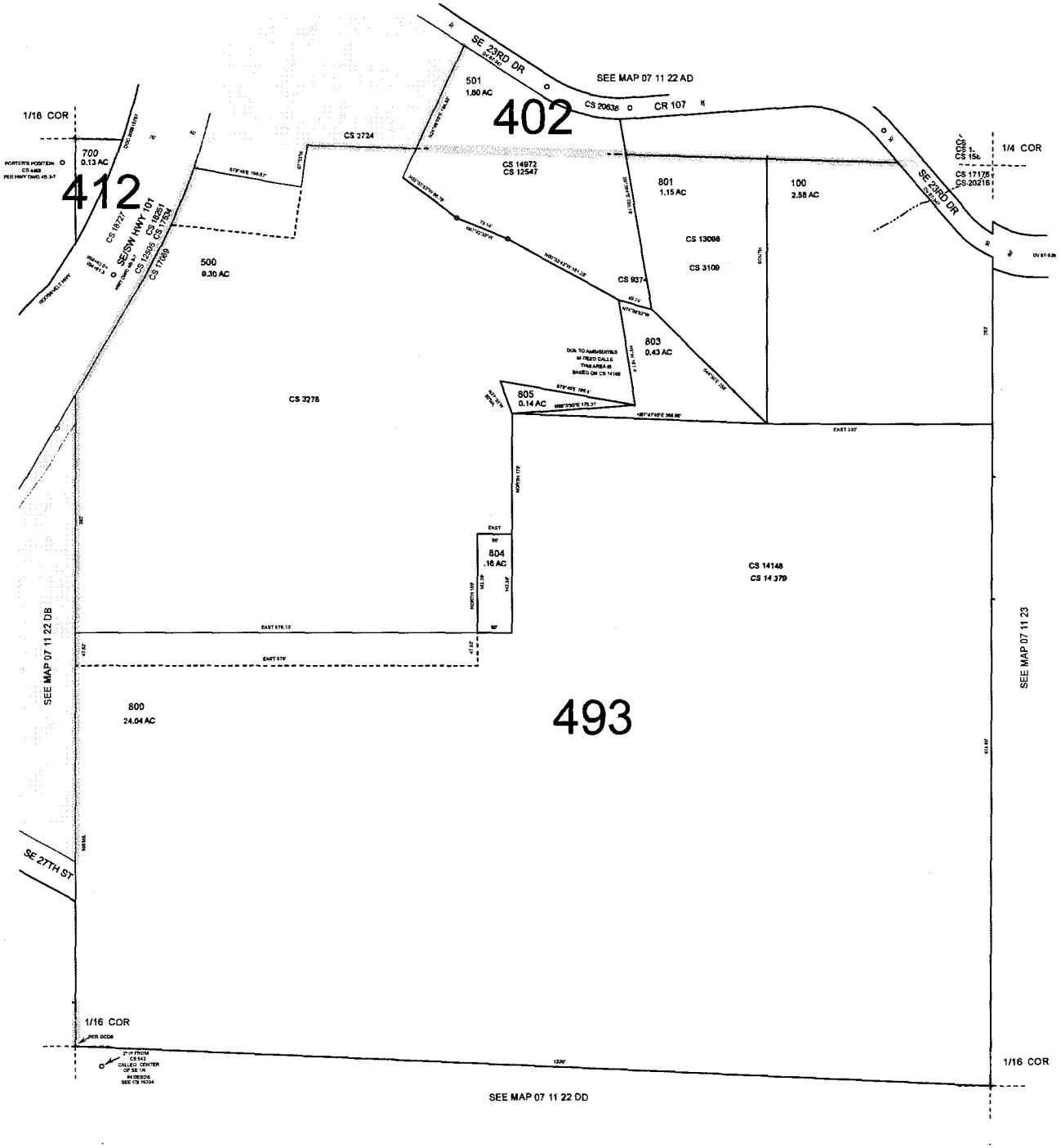
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.E.1/4 S.E.1/4 SEC.22 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 22 DA
LINCOLN CITY

Cancelled
200
300
400
600
601
602
802



Revised: SEB
06/10/2010

LINCOLN CITY
07 11 22 DA

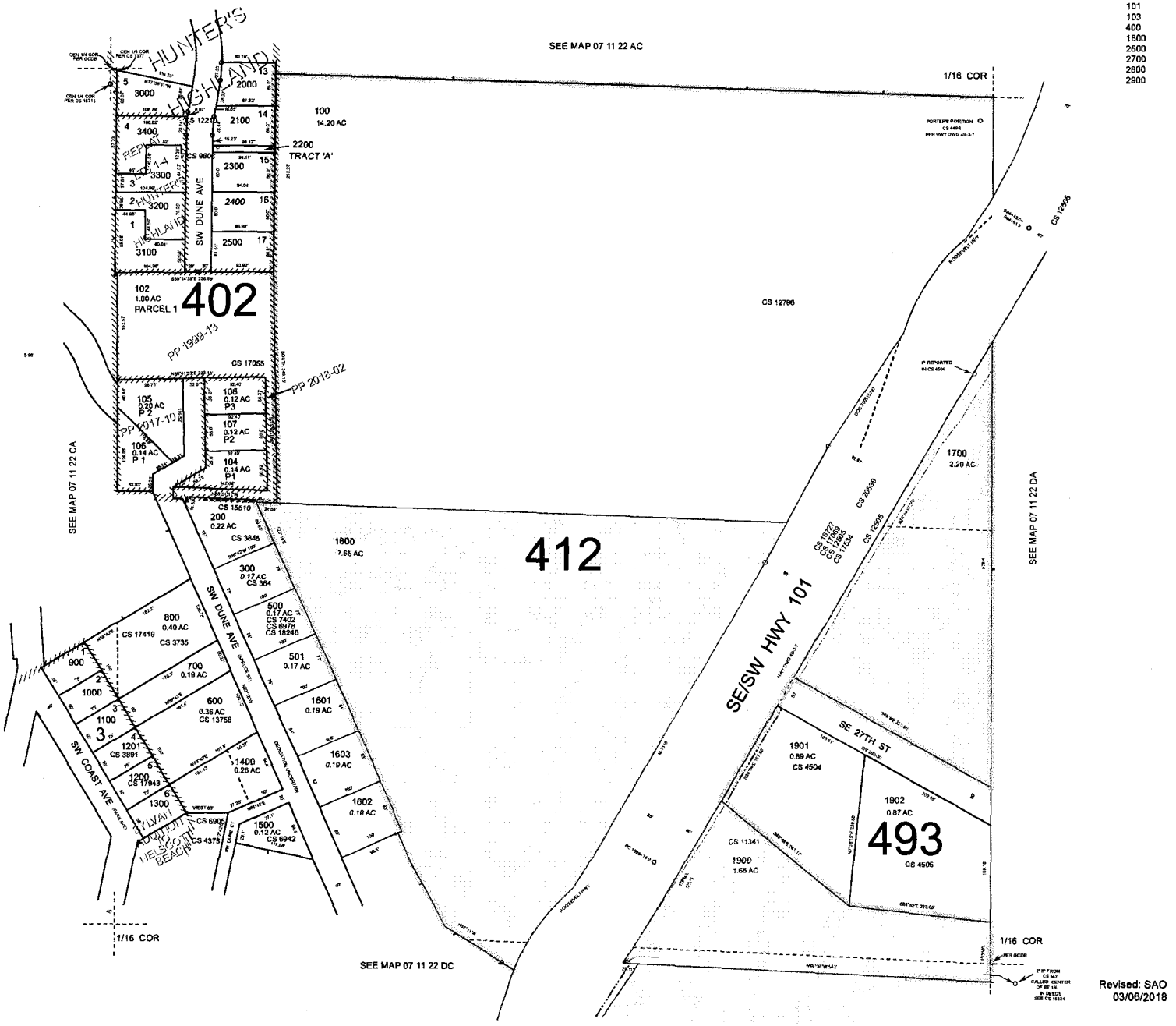
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.W.1/4 S.E.1/4 SEC.22 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 22 DB
LINCOLN CITY

Cancelled
101
103
400
1800
2600
2700
2800
2900



LINCOLN CITY
07 11 22 DB

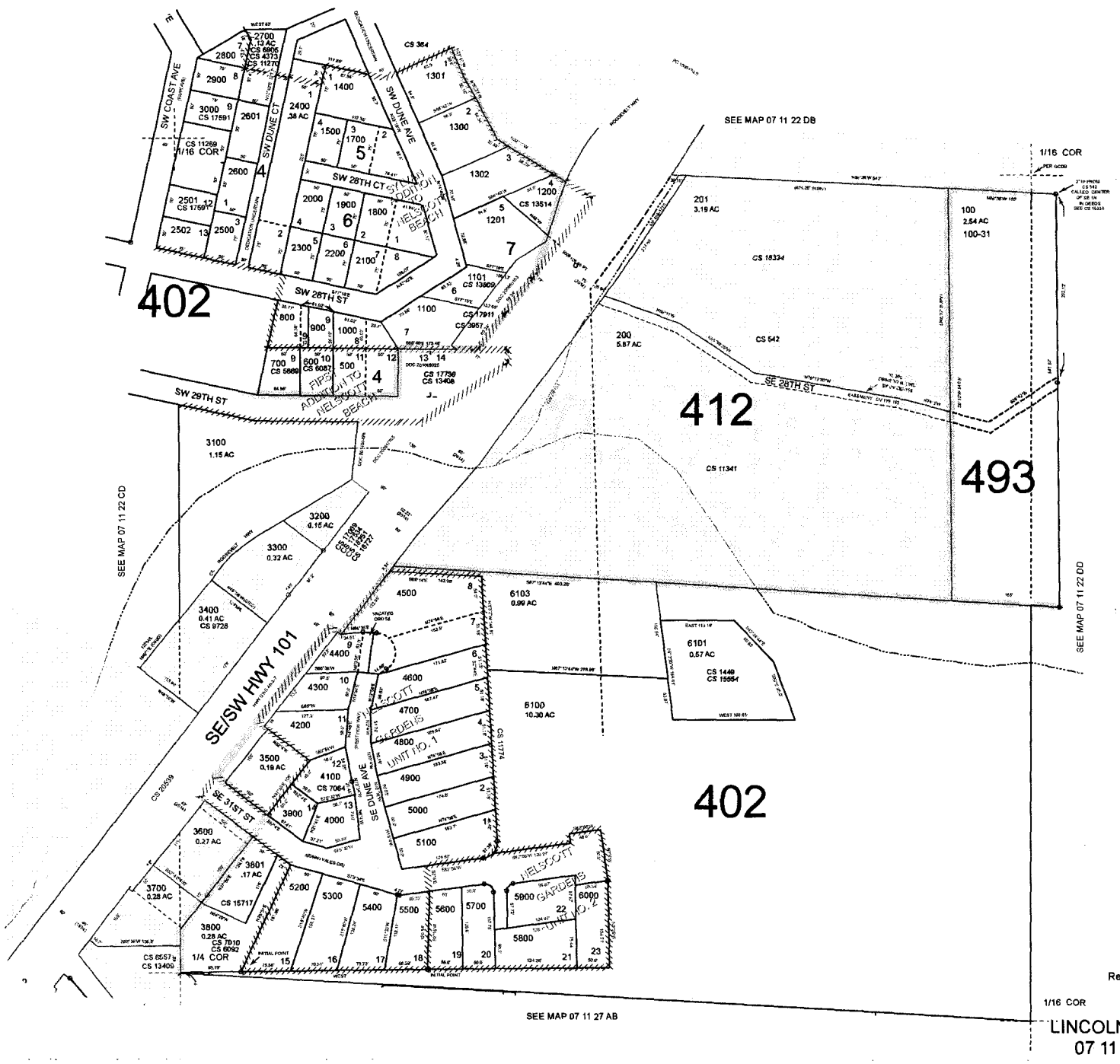
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.W.1/4 S.E.1/4 SEC.22 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 22 DC
LINCOLN CITY

Cancelled
300
400
1200-21
1600
3200-41
3200-42
3300-21
3300-41
3300-42
6102



Revised: SEB
01/19/2018

1/16 COR

LINCOLN CITY
07 11 22 DC

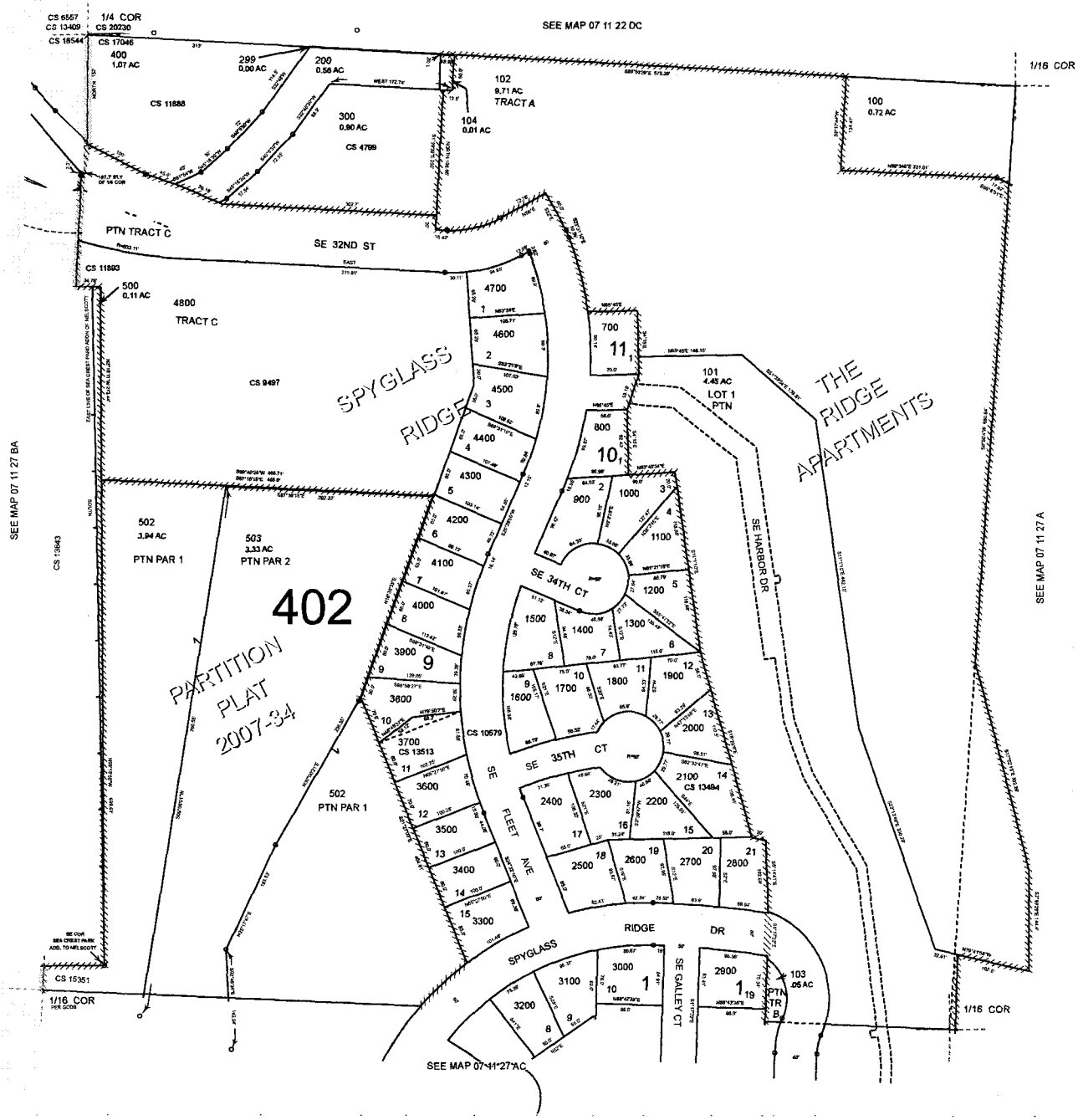
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.W.1/4 N.E.1/4 SEC.27 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 27 AB
LINCOLN CITY

Cancelled
501
600



Revised: SEB
01/08/2014

LINCOLN CITY
07 11 27 AB

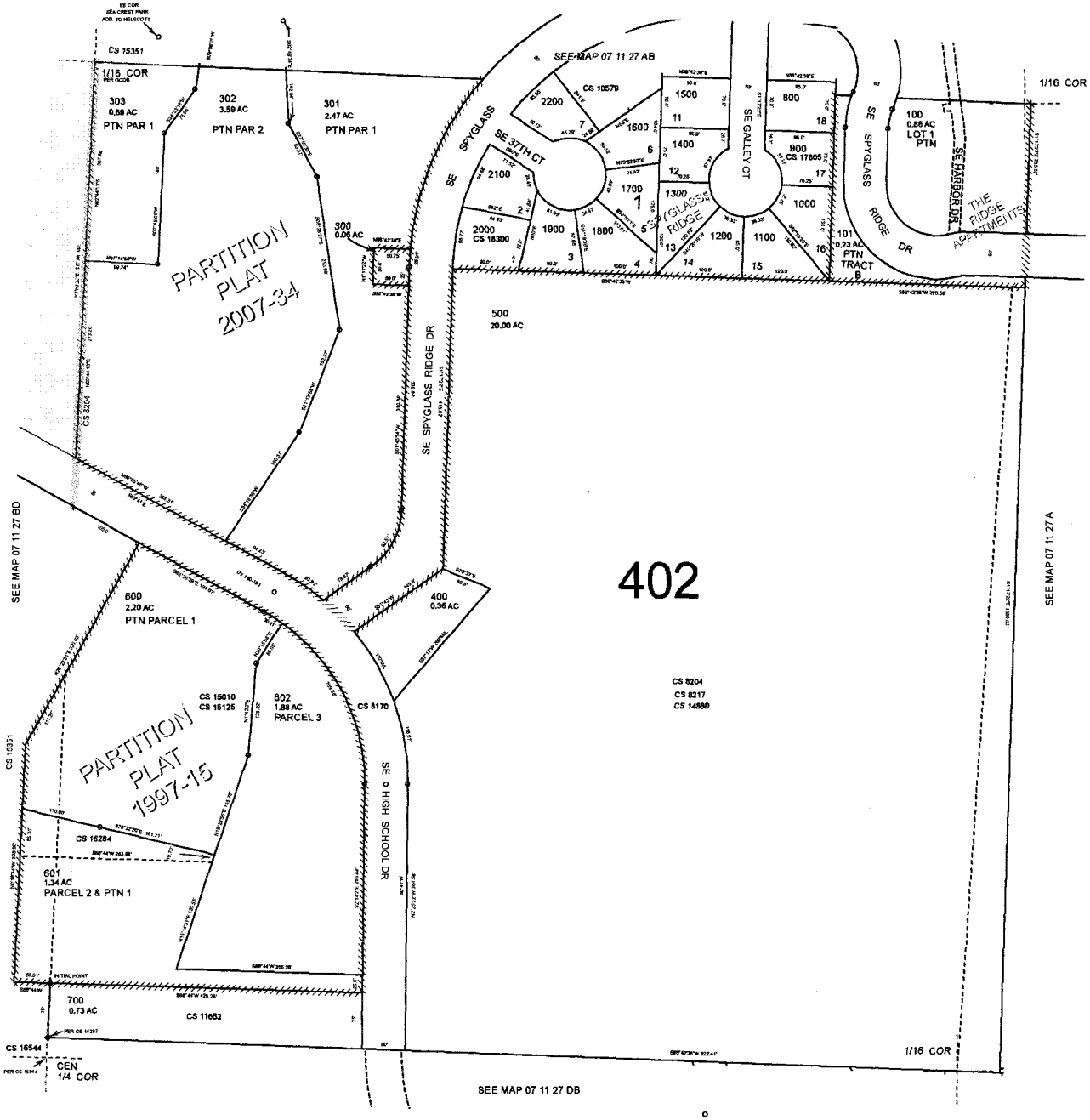
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.W.1/4 N.E.1/4 SEC.27 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 27 AC
LINCOLN CITY

Cancelled
200



Revised: CEH
11/10/2010

LINCOLN CITY
07 11 27 AC

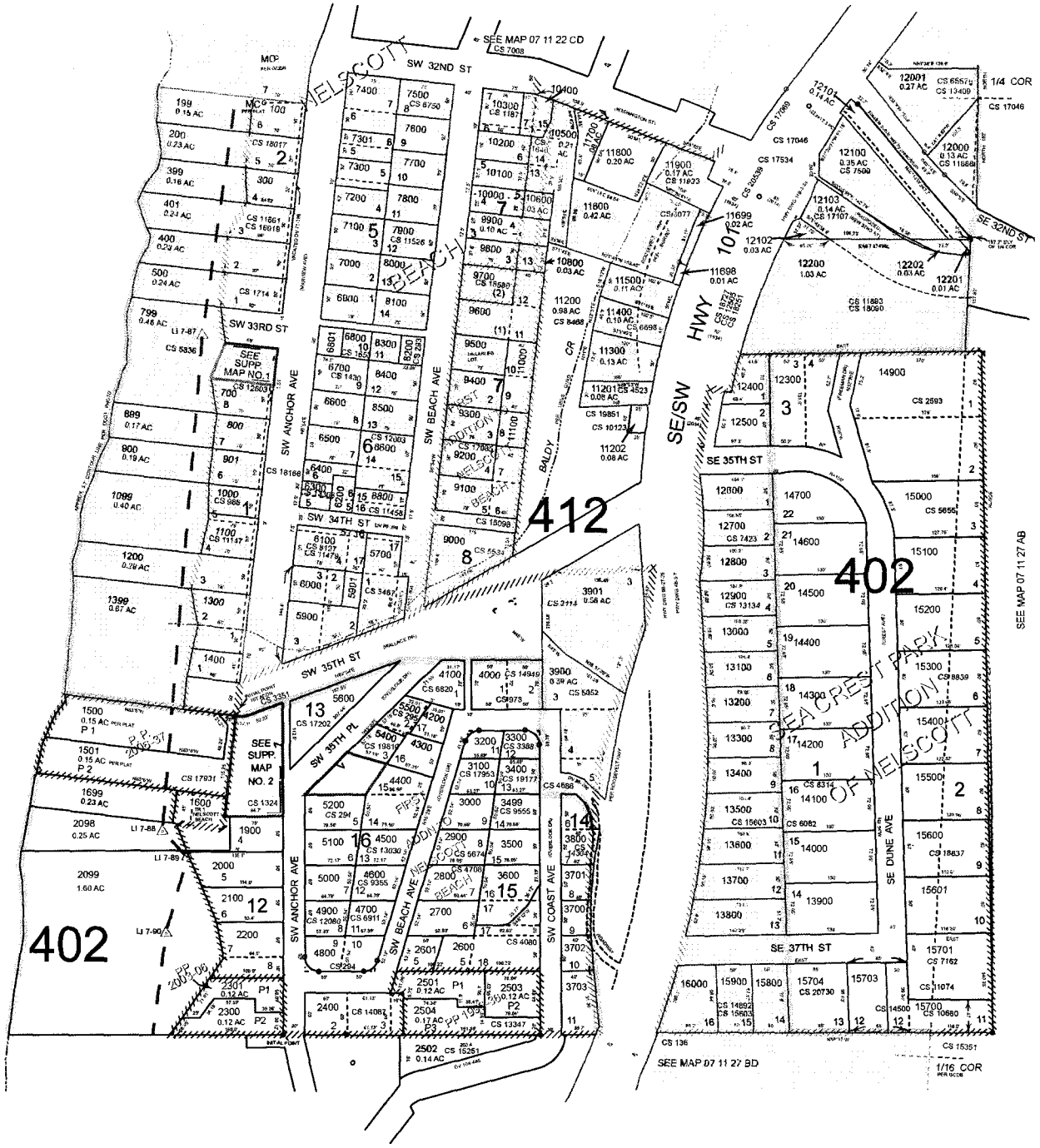
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.E.1/4 N.W.1/4 SEC.27 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 27 BA
LINCOLN CITY

Cancelled
299
402
403
501
600
902
1700
1800
2500
3799
5300
5700-41
5800
5900-01
5900-02
8601
8700
8900
10099
10100
10700
10900
11200-21
11200-22
12104
14800
15702



Revised: SEB
10/24/2018

LINCOLN CITY
07 11 27 BA

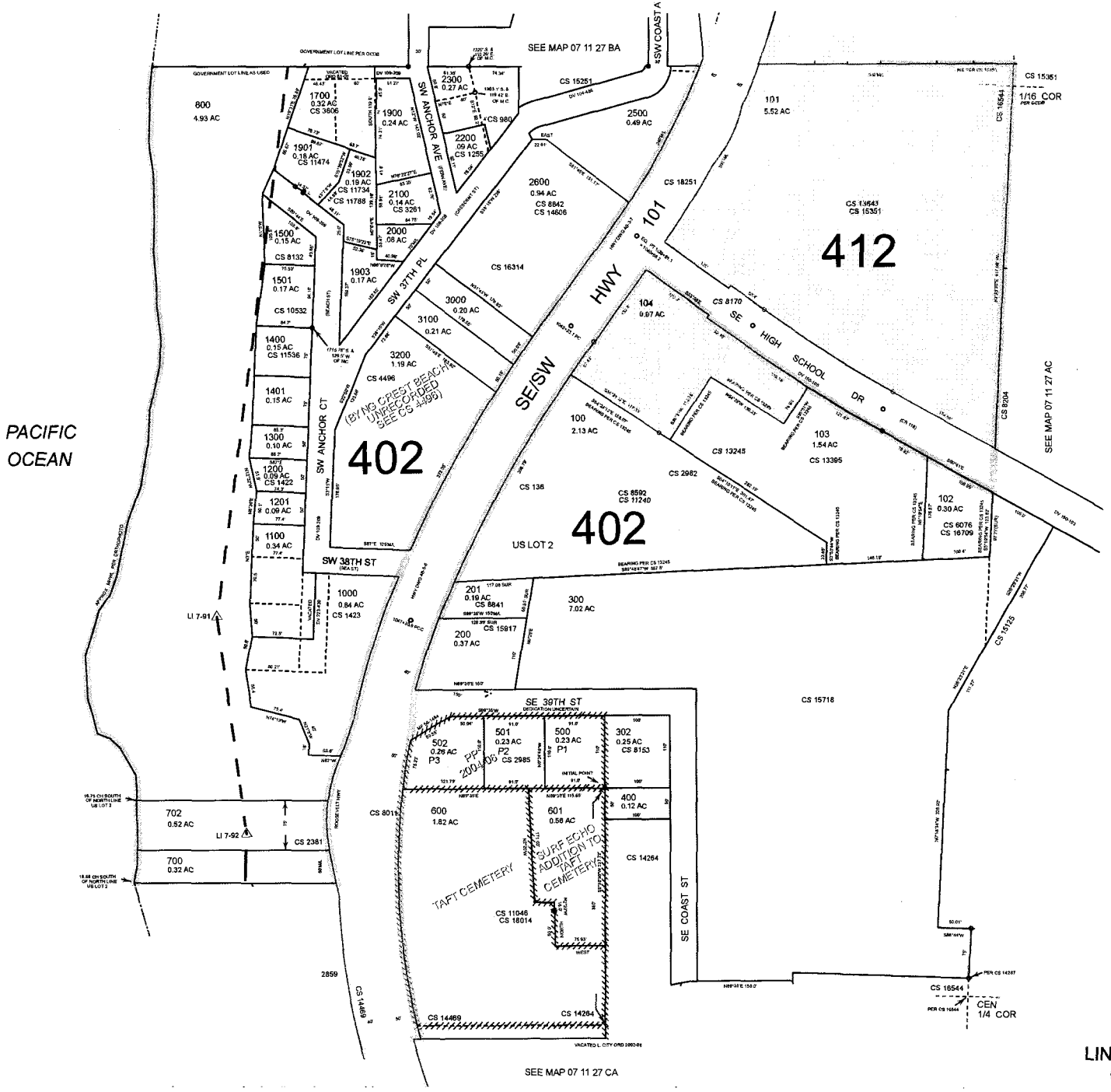
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LINCOLN COUNTY
1" = 100'

07 11 27 BD
LINCOLN CITY

Cancelled
104-21
301
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703
801
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1600
1800
2400
2700
2800
2900



Revised: SAO
06/08/2015

LINCOLN CITY
07 11 27 BD

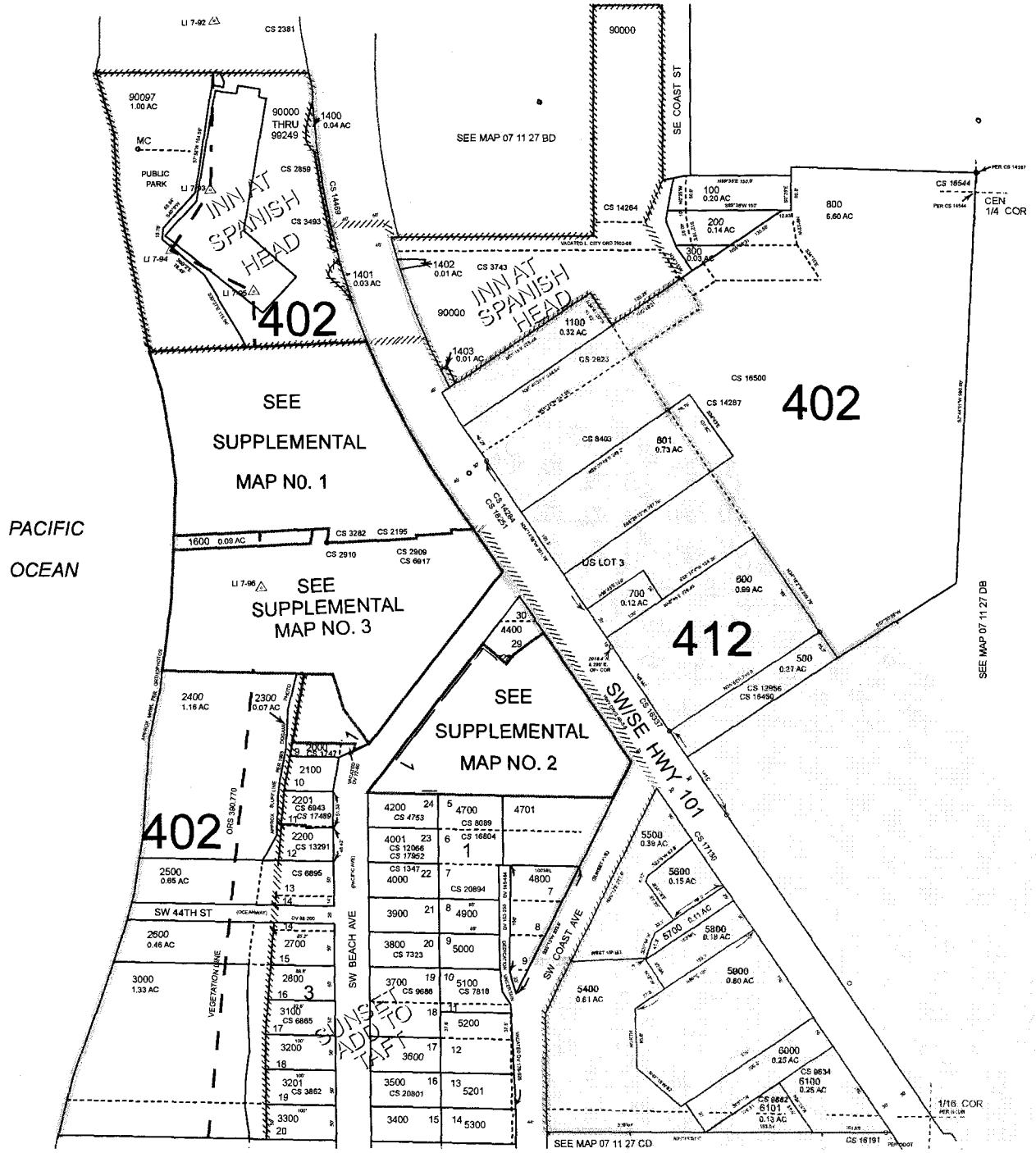
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.E.1/4 S.W.1/4 SEC.27 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 27 CA
LINCOLN CITY

Cancelled
201
301
400
900
1000
1101
1200
1500
1700
1800
1899
1900
2301
2400
2501
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4100
4300
4500
4600
99260



Revised: SAO
05/31/2019

LINCOLN CITY
07 11 27 CA

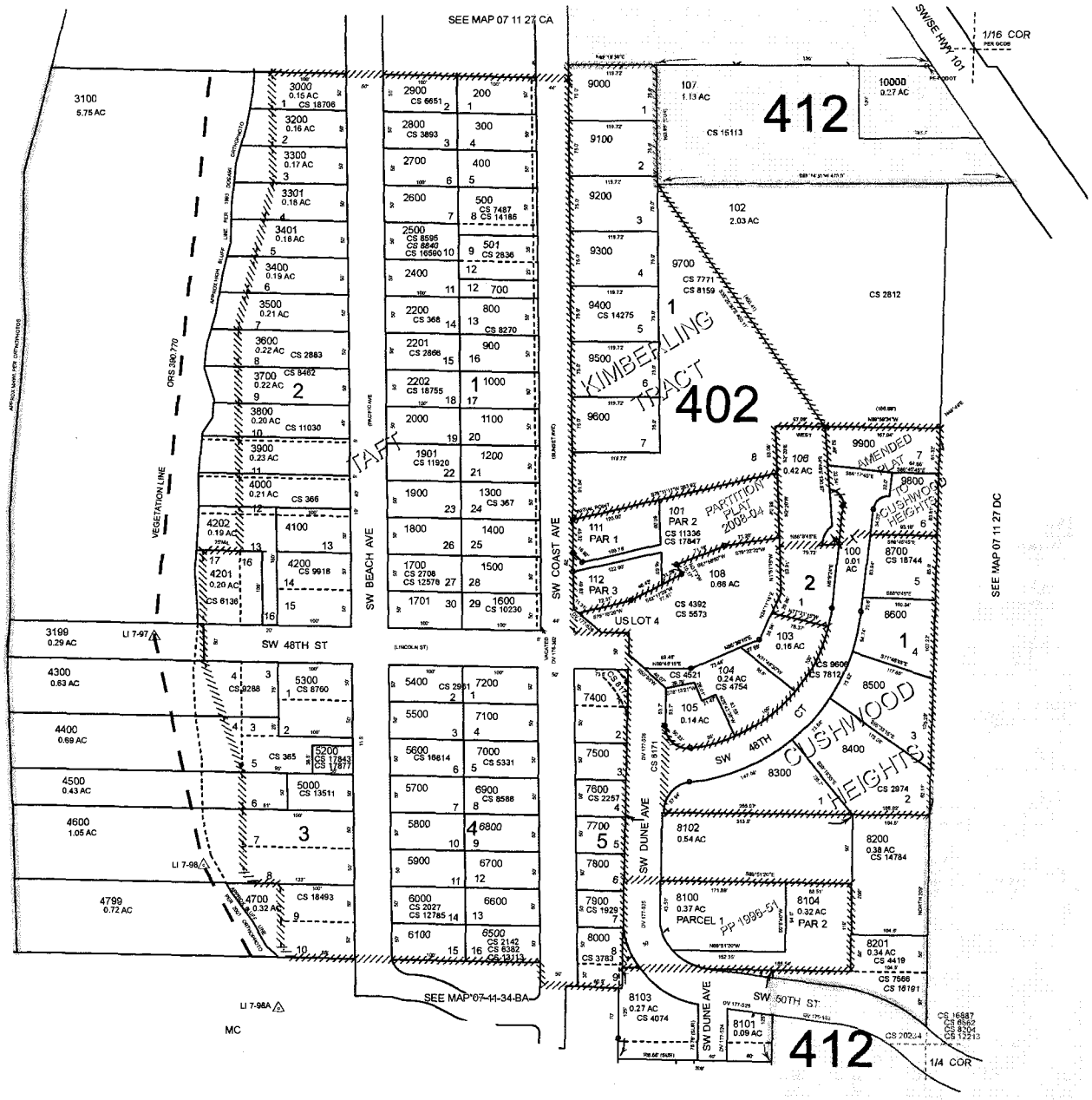
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.E.1/4 S.W.1/4 SEC.27 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 27 CD
LINCOLN CITY

Cancelled
109
110
600
2100
2300
3302
3303
4301
4401
4501
4601
4701
4800
4801
4900
5100
6200
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6400
7300
8800
8900
10000-31



Revised: SAO
04/27/2018

LINCOLN CITY
07 11 27 CD

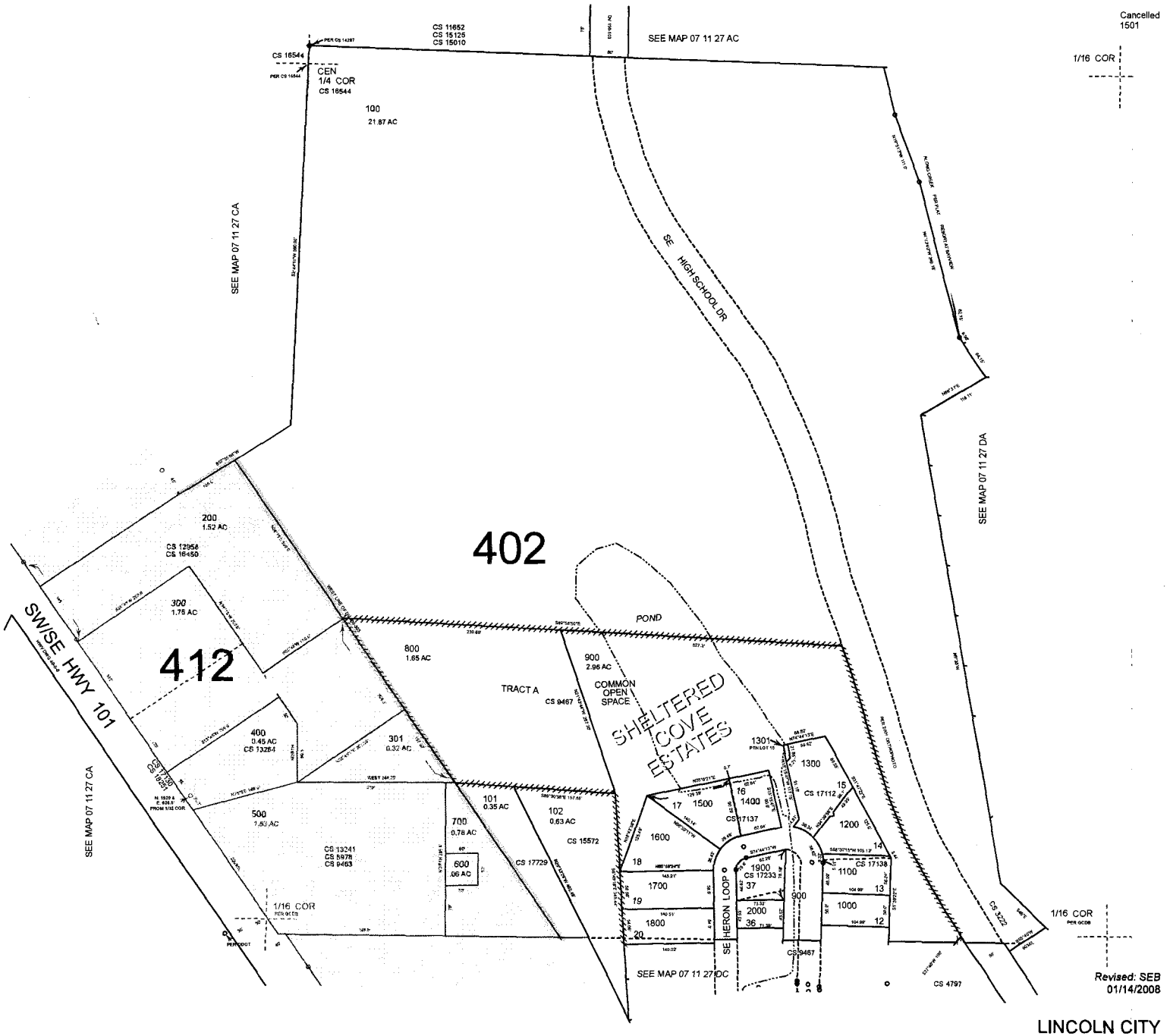
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.W.1/4 S.E.1/4 SEC.27 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 27 DB
LINCOLN CITY

Cancelled
1501



Revised: SEB
01/14/2008

LINCOLN CITY
07 11 27 DB

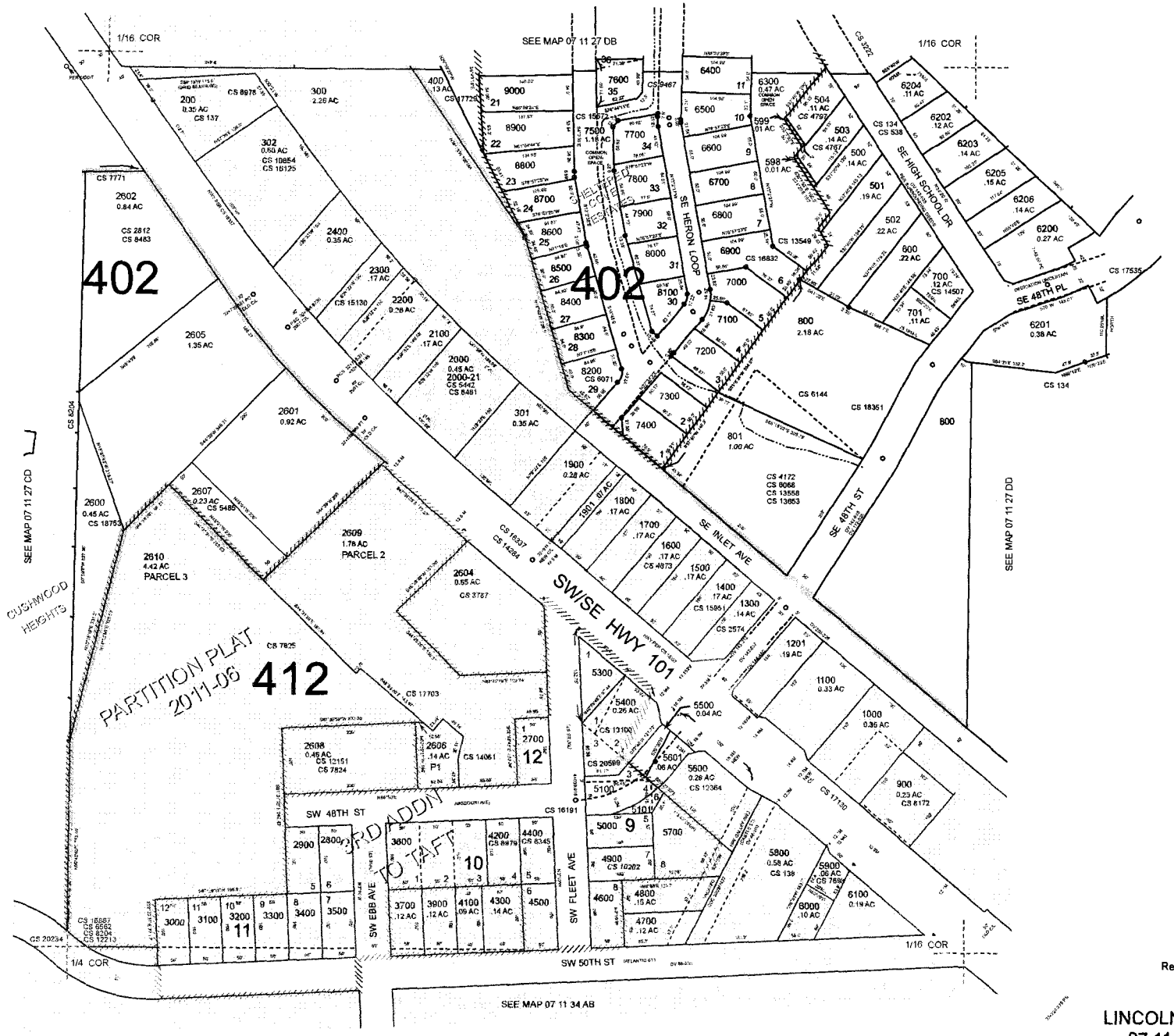
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.W.1/4 S.E.1/4 SEC.27 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 27 DC
LINCOLN CITY

Cancelled
100
100-30
1100-21
1200
2500
2603
3800
4000
5200
5701
6100-21
6100-22
6207
6208



Revised: SEB
04/21/2011

LINCOLN CITY
07 11 27 DC

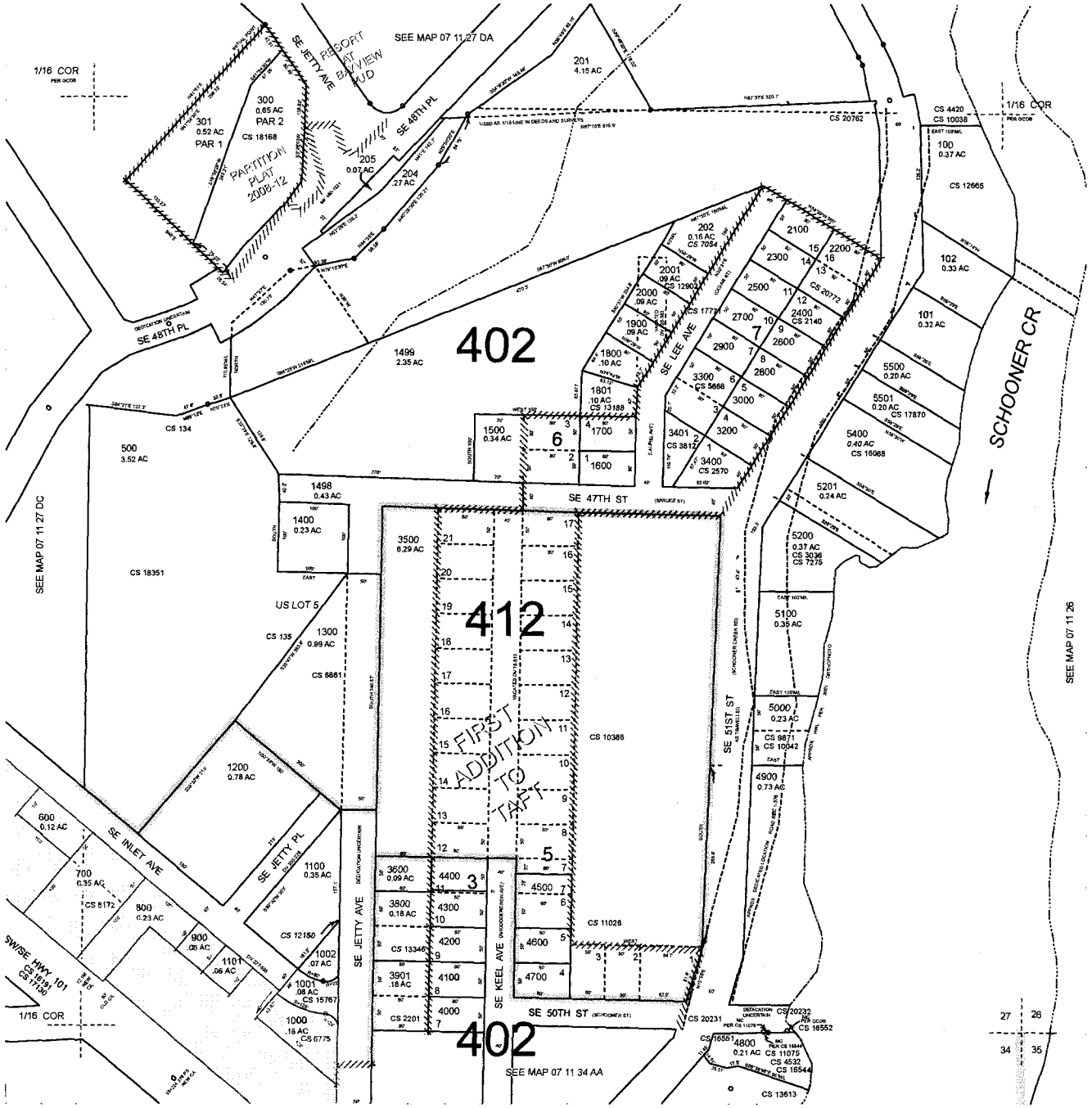
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.E.1/4 S.E.1/4 SEC.27 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 27 DD
LINCOLN CITY

Cancelled
200
203
206
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3900
4801
5300



Revised: SAO
06/08/2015

LINCOLN CITY
07 11 27 DD

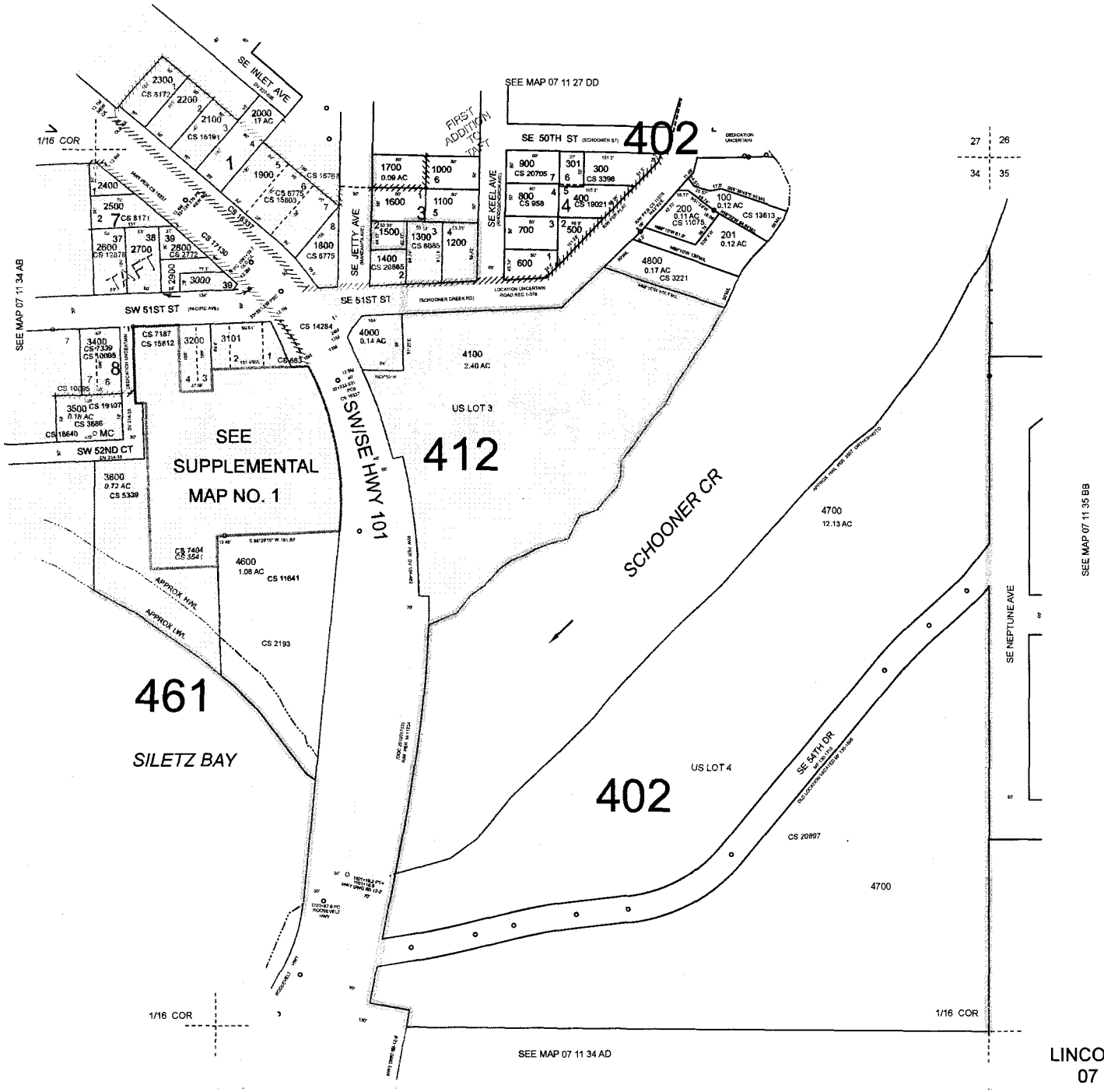
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.E.1/4 N.E.1/4 SEC.34 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 34 AA
LINCOLN CITY

Cancelled
3100
3300
3601
3700
3800
3900
4200
4300
4400
4500



Revised: SEB
02/14/2019

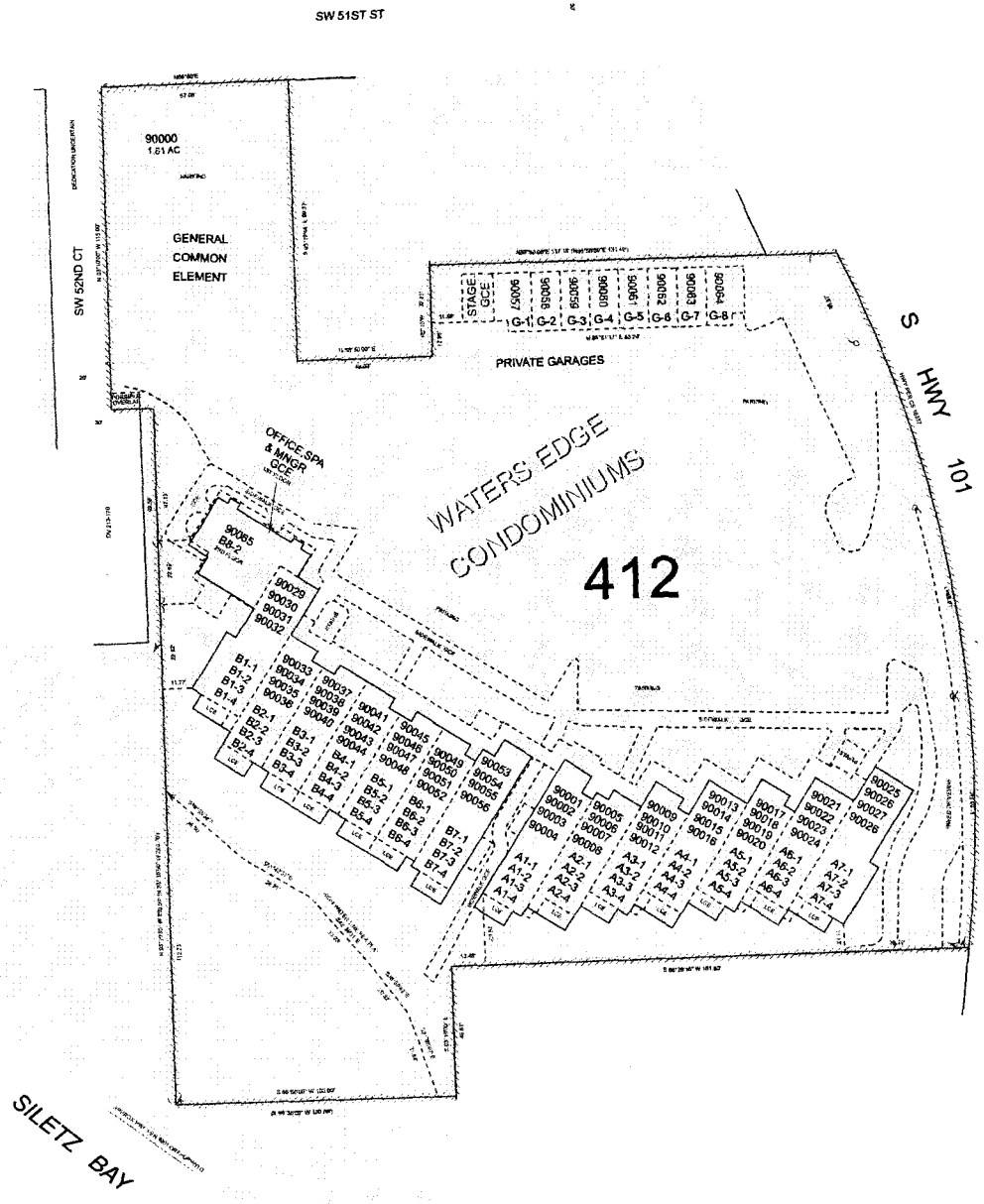
LINCOLN CITY
07 11 34 AA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 10 20 30 40 Feet

SUPPLEMENTAL MAP NO. 1
N.E.1/4 N.E.1/4 SEC.34 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 30'

07 11 34 AA
SUPP MAP NO 1
LINCOLN CITY



Revised: SEB
07/13/2010

LINCOLN CITY
SUPP MAP NO 1
07 11 34 AA

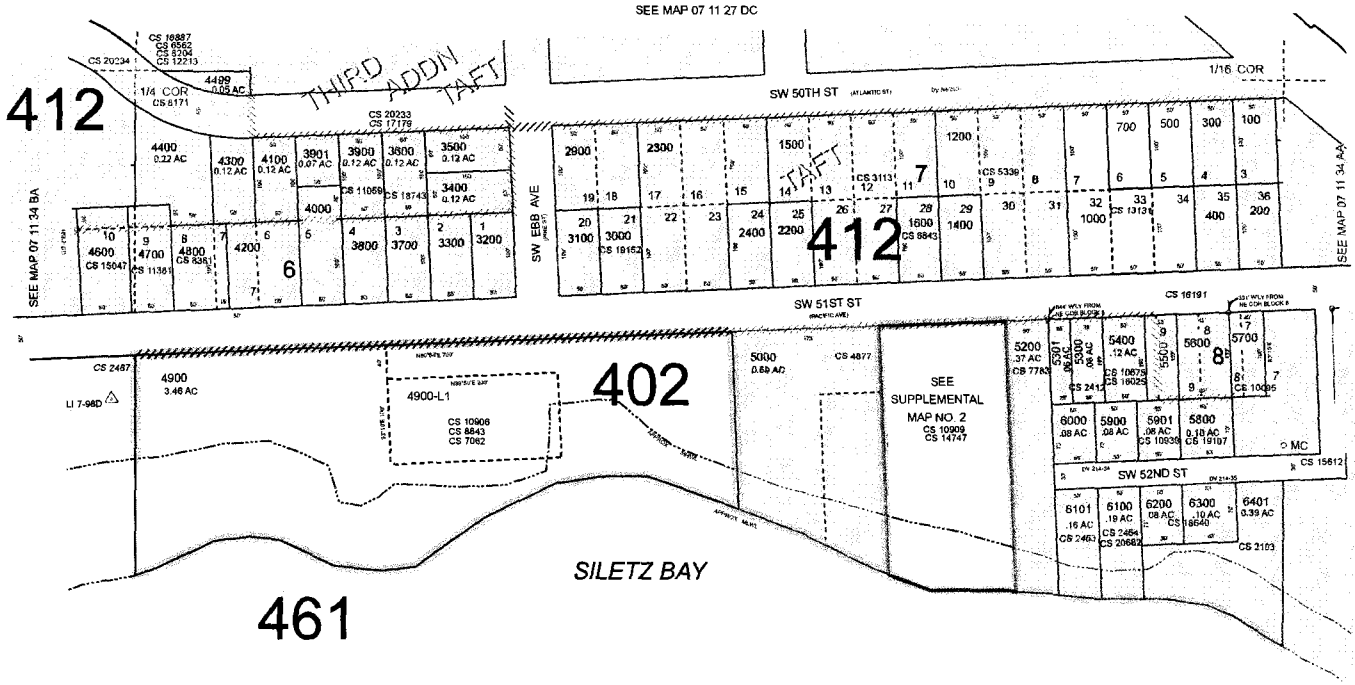
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.W.1/4 N.E.1/4 SEC.34 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 34 AB
LINCOLN CITY

Cancelled
600
800
900
1100
1300
1700
1800
1900
2000
2100
2500
2600
2700
2800
4600
4901
4901-20
4902
5100
6400
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91009
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Revised: SEB
08/20/2019

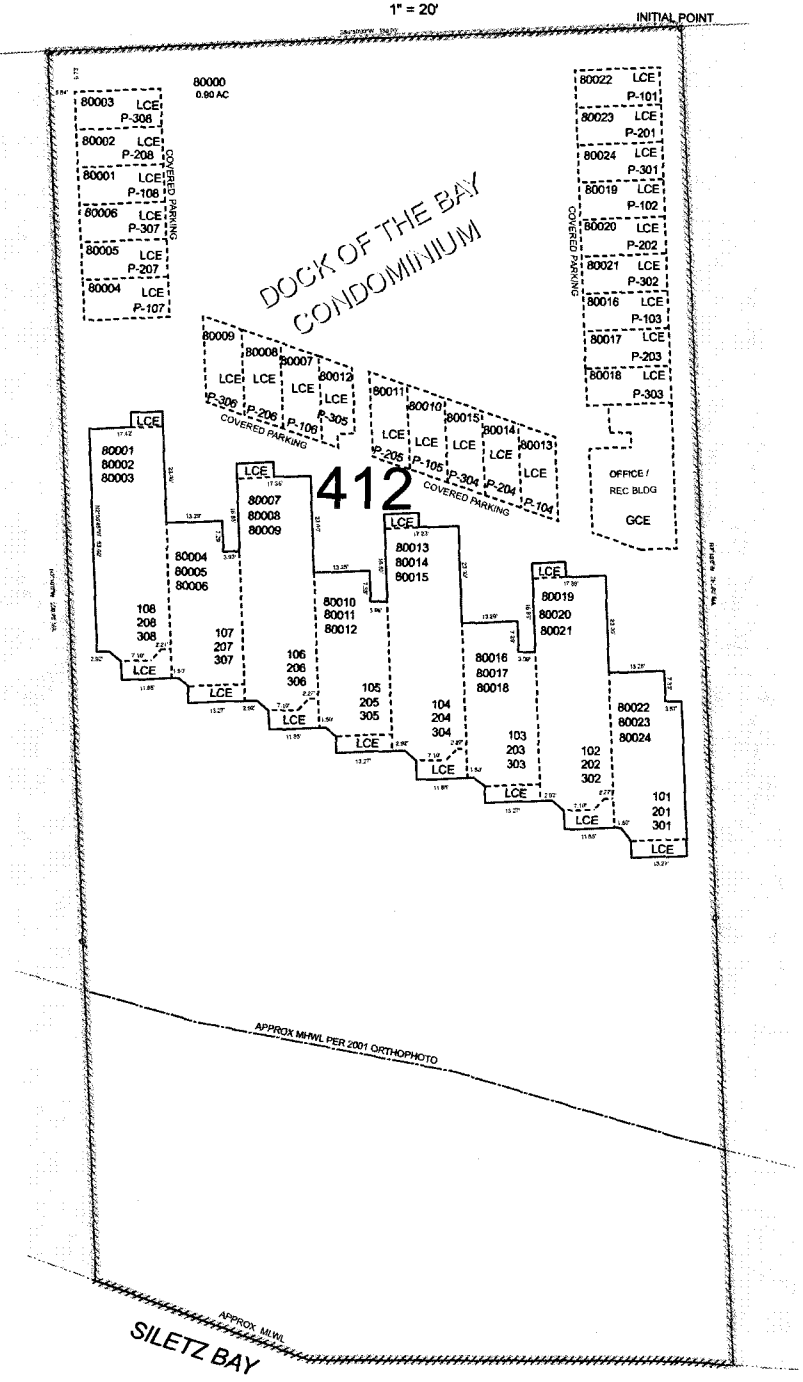
LINCOLN CITY
07 11 34 AB

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 10 20 30 40 Feet

SUPPLEMENTAL MAP NO. 2
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LINCOLN COUNTY
1" = 20'

07 11 34 AB
SUPP MAP NO 2
LINCOLN CITY



Revised: SEB
08/08/1995

LINCOLN CITY
SUPP MAP NO 2
07 11 34 AB

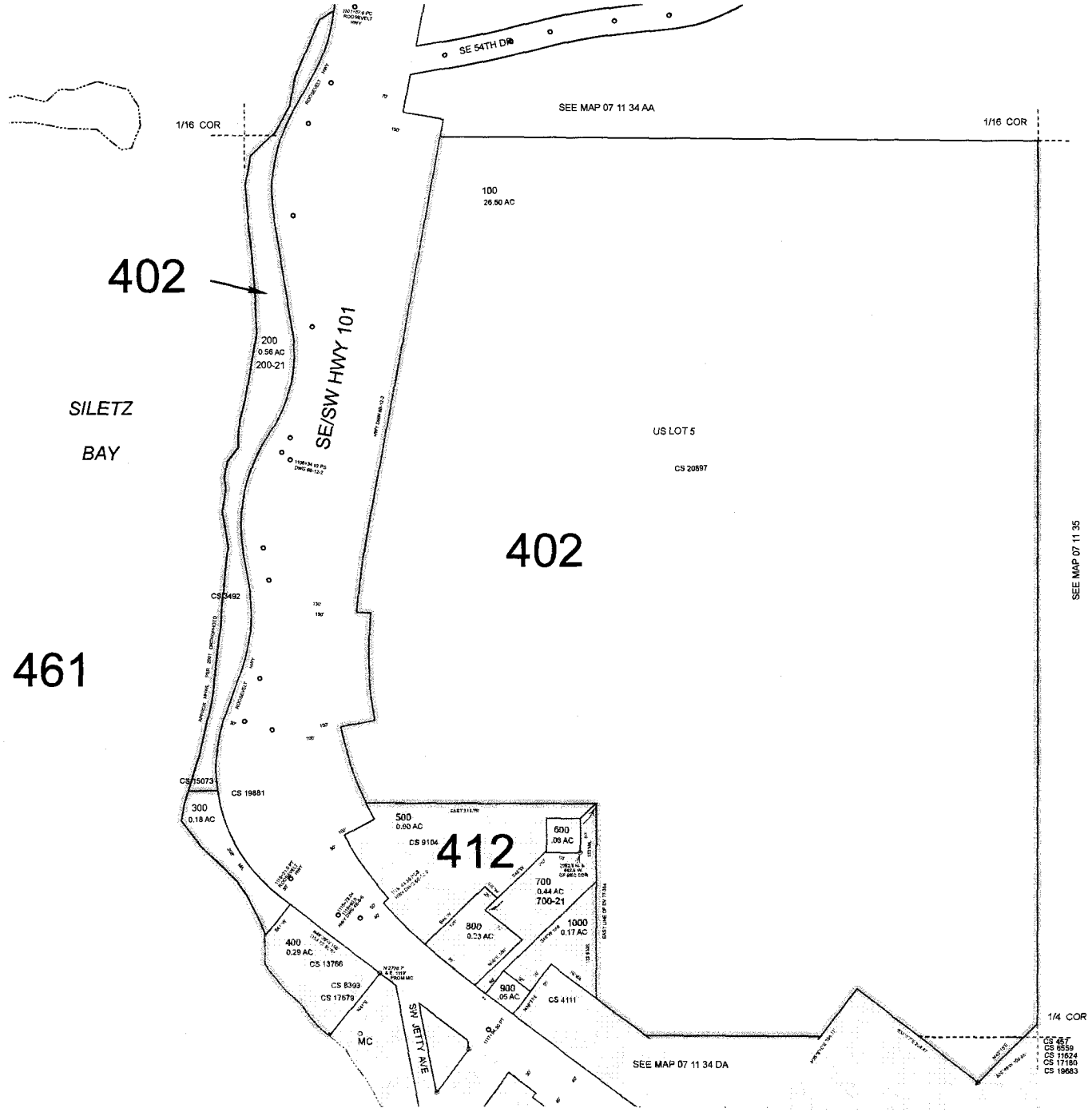
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.E.1/4 N.E.1/4 SEC.34 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 34 AD
LINCOLN CITY

Cancelled
300-41
300-42



Revised: SAO
01/30/2017

LINCOLN CITY
07 11 34 AD

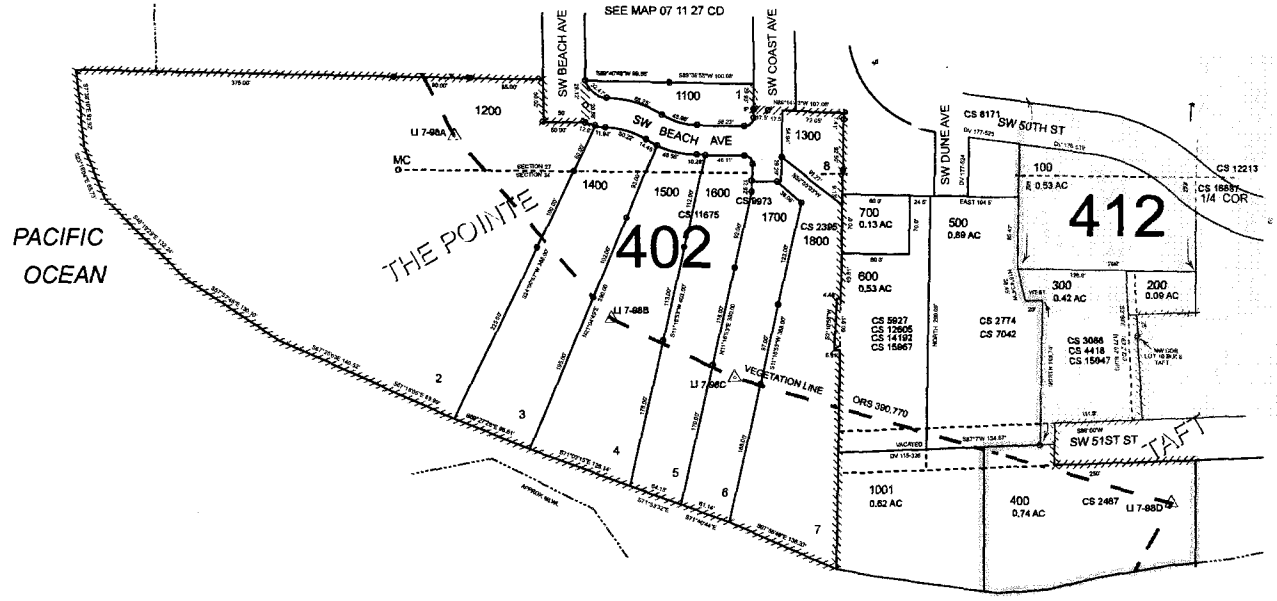
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.E.1/4 N.W.1/4 SEC.34 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 34 BA
LINCOLN CITY

Cancelled
101
399
501
601
602
800
900
1000
1002
1003
1004



Revised: SAO
04/29/2013

LINCOLN CITY
07 11 34 BA

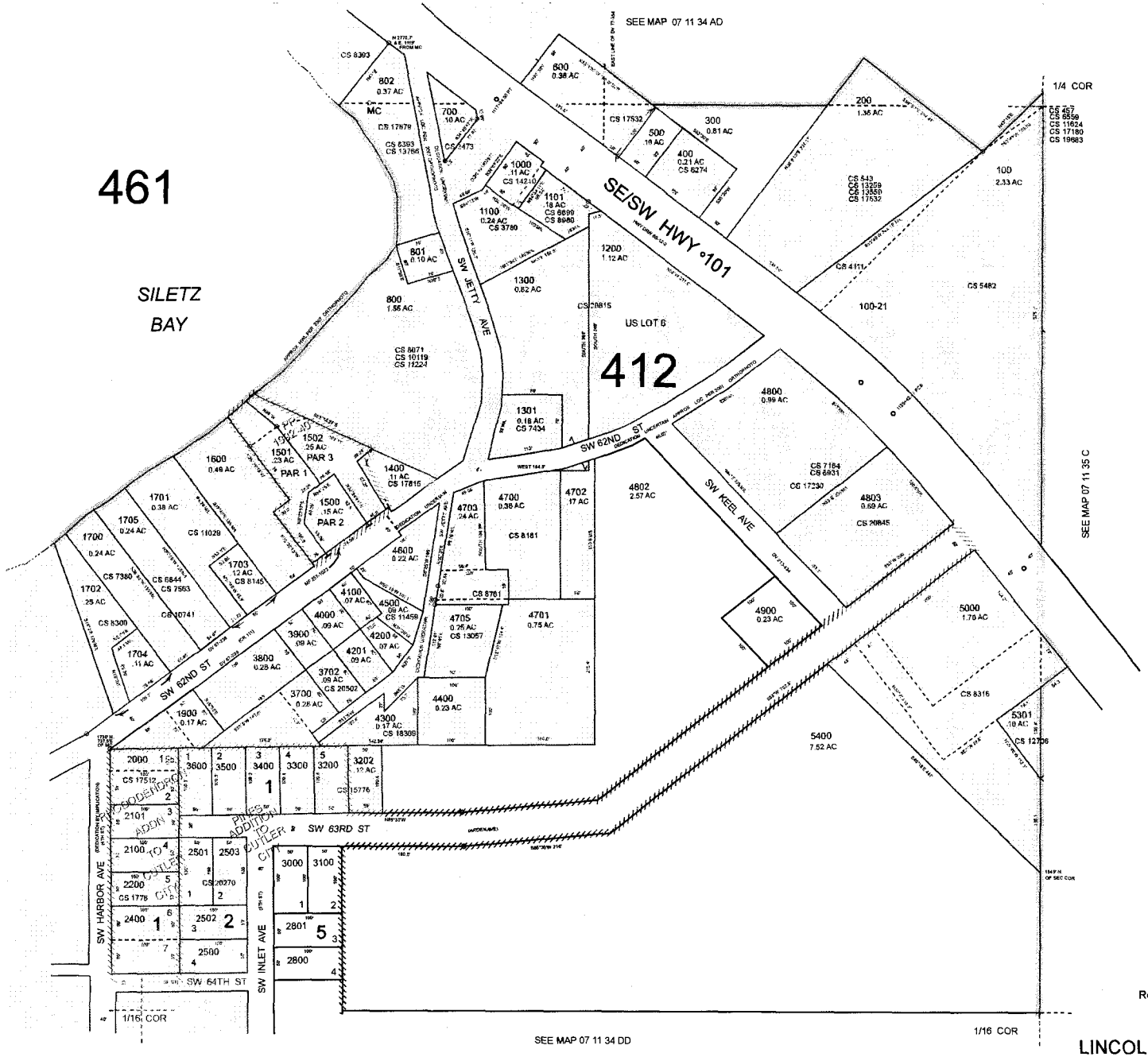
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.E.1/4 S.E.1/4 SEC.34 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 34 DA
LINCOLN CITY

Cancelled
900
1799
1800
2300
2600
2700
2900
3201
3701
4704
4801
5100
5200
5201
5300
5401



Revised: SEB
04/04/2019

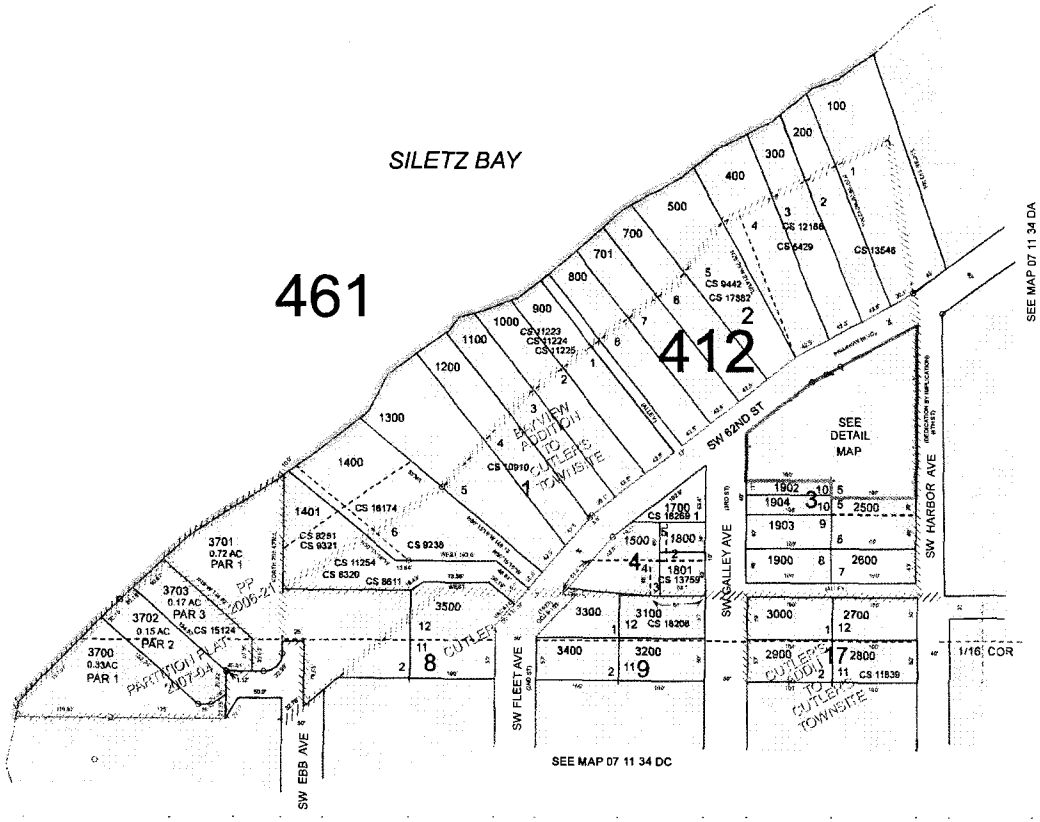
LINCOLN CITY
07 11 34 DA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

N.W.1/4 S.E.1/4 SEC.34 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 34 DB
LINCOLN CITY
Cancelled
600
1600
1901
2000
2300
3600



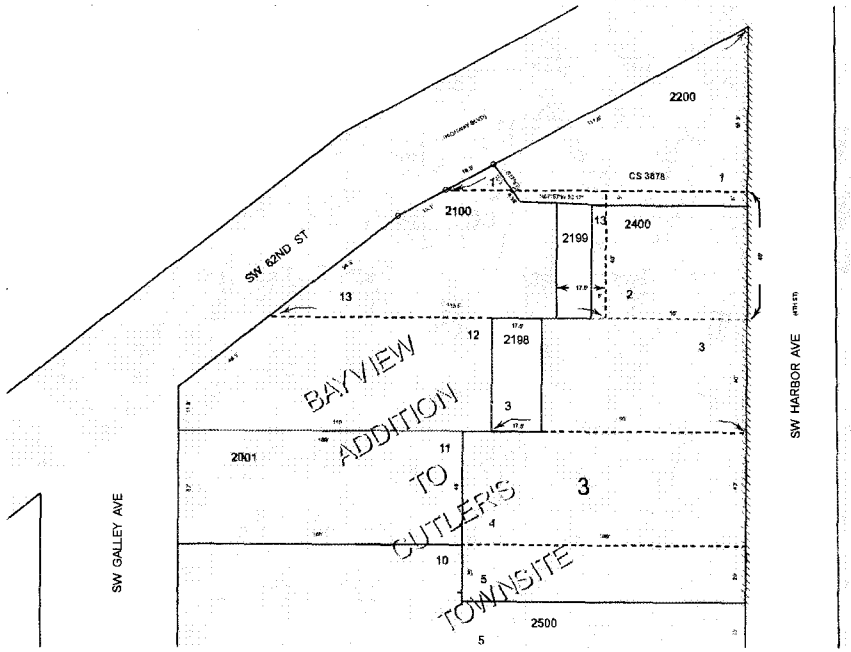
Revised: SAO
06/11/2013
LINCOLN CITY
07 11 34 DB

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 10 20 30 40 Feet

DETAIL MAP NO. 1
N.W.1/4 S.E.1/4 SEC.34 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 30'

07 11 34 DB
DETAIL MAP NO 1
LINCOLN CITY



Revised: SAO
06/11/2013
LINCOLN CITY
DETAIL MAP NO 1
07 11 34 DB

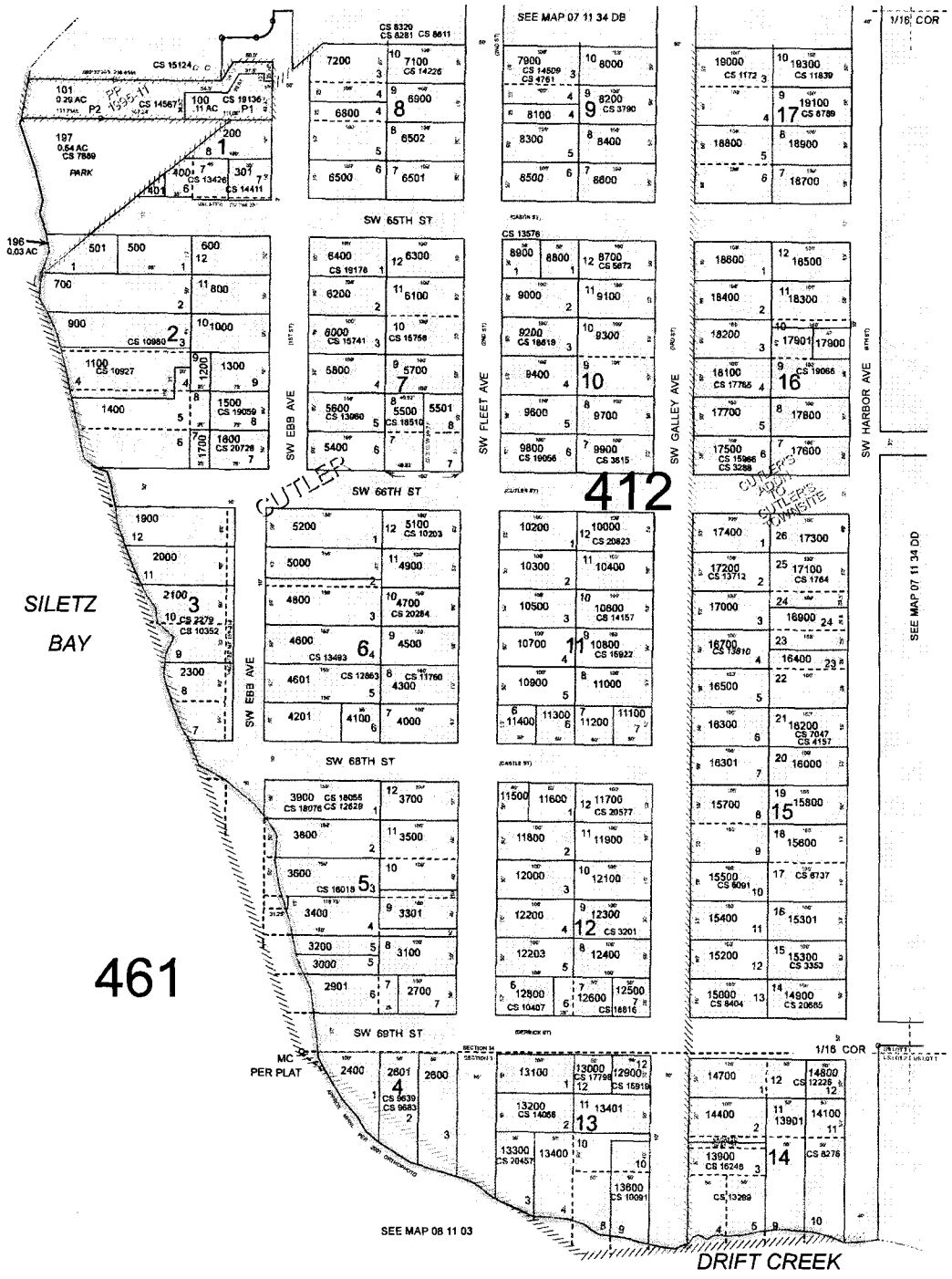
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.W.1/4 S.E.1/4 SEC.34 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 34 DC
LINCOLN CITY

Cancelled
196
199
300
1600
2200
2500
2800
2900
3300
4200
4400
5300
5900
6600
6700
7000
7300
7400
7500
7600
7700
7800
8101
9500
10100
12201
12202
12700
13500
13700
13800
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14200
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15900
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Revised: SAO
06/18/2013

LINCOLN CITY
07 11 34 DC

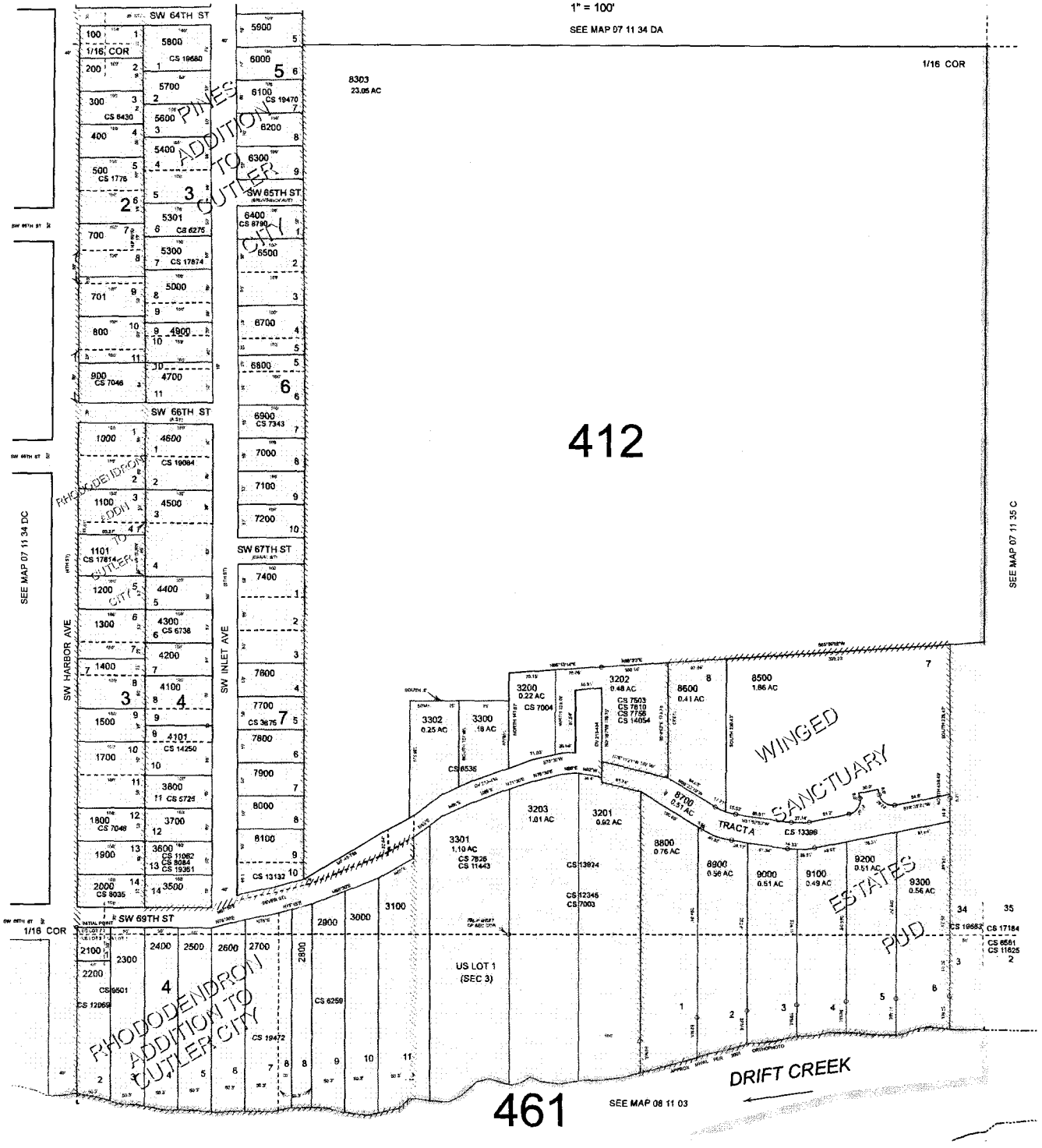
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 150 200 Feet

S.E.1/4 S.E.1/4 SEC.34 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 34 DD
LINCOLN CITY

Cancelled
600
1600
3204
3400
3900
4000
4800
5100
5200
5500
6600
7300
7500
8200
8300
8301
8302
8400



Revised: SAO
06/06/2019

LINCOLN CITY
07 11 34 DD

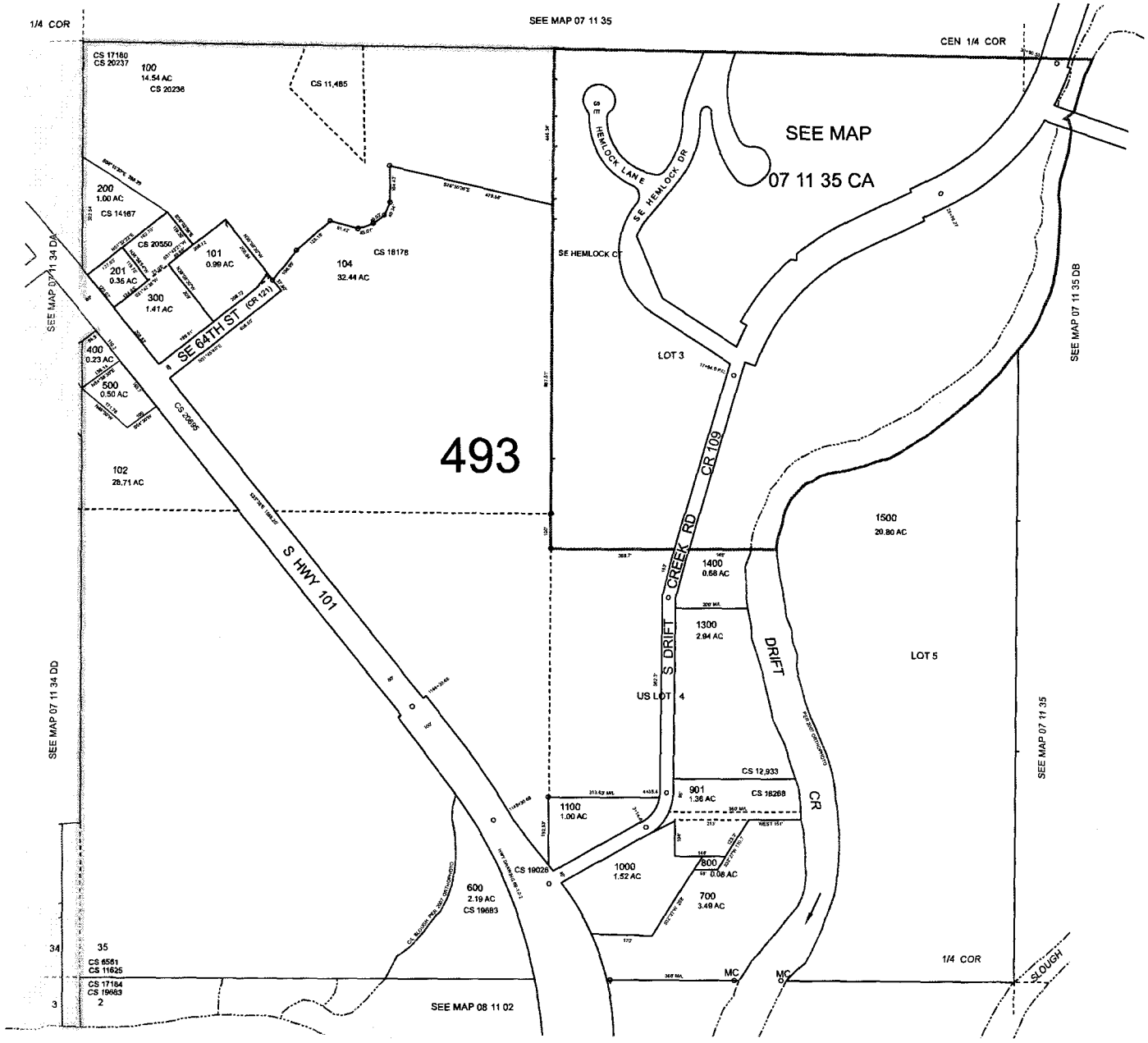
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 100 200 300 400 Feet

S.W.1/4 SEC.35 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 200'

07 11 35 C

Cancelled
103
900
999
1200
1300AI



Revised: SAO
06/06/2019

07 11 35 C

RESOLUTION UR 2020-01

A RESOLUTION AUTHORIZING AND DIRECTING BUDGET TRANSFERS FOR THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON IN THE 2019-2020 FISCAL YEAR BUDGET

WHEREAS, the Finance Director has proposed certain budget appropriation transfers within the funds of the 2019-2020 Urban Renewal Agency of the City of Lincoln City budget; and

WHEREAS, the changes in departmental needs and staffing have resulted in needed changes to previously budgeted appropriations; and

WHEREAS, Oregon Budget Law allows the transfers of appropriations within a given fund when authorized by an official resolution of the Urban Renewal Agency; and

WHEREAS, the Urban Renewal Agency routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of adoption of the budget; and

WHEREAS, said transfers of appropriations are needed and will be used for purposes consistent with originally authorized expenditures in the budget; and

WHEREAS, said proposed budget appropriation transfers are set forth in the attached Exhibit "A"; and

WHEREAS, it appears to this Agency that said proposed budget appropriation transfers are appropriate and should be made in conformance with the provisions of Oregon Revised Statutes 294.463.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, that the proposed budget transfers for Urban Renewal Agency of

the City of Lincoln City 2019-2020 Budget are hereby ratified and approved and the Finance Director is hereby authorized and directed to make said appropriation transfers.

This Resolution will become effective upon passage.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 13th day of January 2020.

DIANA HINTON, Agency Chair

ATTEST:

CATHY STEERE, City Recorder

EXHIBIT A

SUMMARY OF BUDGET TRANSFERS

FUND: GENERAL FUND

	Resource	Amount		Expenditure	Amount
1			1	Personal Services	3,801
2			2	Capital Outlay	-3,801
	Revised Total Resources	284,550		**Revised Total Requirements**	284,550

FUND: PROPERTY REHAB FUND

	Resource	Amount		Expenditure	Amount
1	Transfers In	-412,932	1	Special Payments	-412,932
	Revised Total Resources	547,497		**Revised Total Requirements**	547,497

FUND: CONSTRUCTION FUND

	Resource	Amount		Expenditure	Amount
1			1	Capital Outlay	412,932
2			2	Transfers Out	-412,932
	Revised Total Resources	912,932		**Revised Total Requirements**	912,932

RESOLUTION NO. UR 2020-02
A RESOLUTION OF THE LINCOLN CITY URBAN RENEWAL AGENCY
APPROVING THE ACQUISITION OF PROPERTY IDENTIFIED AS
07-11-11-BB TAX LOT 04301 LOCATED AT 2510 NE HIGHWAY 101 IN THE WECOMA DISTRICT
FOR THE PURPOSE OF REDEVELOPMENT AND IMPLEMENTATION
OF SECTION 600 IN THE AMENDED & RESTATED YEAR 2000 DEVELOPMENT (URBAN RENEWAL) PLAN

WHEREAS, a goal of the Lincoln City Urban Renewal Agency is to assist placing underutilized properties in productive condition and redeveloped to their highest and best use;

WHEREAS, an Agency goal is to leverage financial resources to the maximum extent possible with other public and private investment and other funding;

WHEREAS, another Agency goal is to ensure that traffic flow, off-street parking, and other public facilities within the Area are adequate to accommodate current and future development;

WHEREAS, Section 600, Urban Renewal Activities, of the Agency's Year 2000 Development (Urban Renewal) Plan calls for Economic Development Assistance for the Agency to partner in development of Workforce Housing in the Area; and

WHEREAS, the Lincoln City Housing Needs Assessment (2017) discusses housing affordability and the need for approximately 1200 resident and workforce housing units constructed over the next twenty years.

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN CITY URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. The recitals of this resolution are adopted as additional findings and incorporated herein in this section as if fully set forth.

Section 2. Projects anticipated for this parcel include future redevelopment through disposition; realignment of intersection; access to City-owned affordable workforce housing redevelopment site of about 80 units to the east, and a school and church on adjacent property.

Section 3. Agency approves acquisition of property as described in Exhibit A, attached hereto and incorporated by reference herein as if fully set forth.

Section 4. The Urban Renewal Agency directs staff to take any action necessary to implement this resolution. The City Manager of Lincoln City is authorized to sign to acquire the property on behalf of the Urban Renewal Agency.

Section 5. This resolution shall be deemed a Minor Amendment to the Amended & Restated Year 2000 Development (Urban Renewal) Plan (2014) and a copy shall be placed in part 2 of the Plan.

Section 6. This resolution shall be effective as of the date of adoption.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 7th day of March, 2020.

nunc pro tunc 9/29/2022 Diana Hinton

Diana Hinton, Agency Chair

ATTEST:

_____

Cathy Steere, City Recorder

EXHIBIT A
Property Description

The property located at 2510 NE Highway 101 in Lincoln City, otherwise known as map and tax lot # 07-11-11-BB-04301, and Lincoln County Tax Assessor Account #R206172, is described as:

The Westerly 100 feet, measured along the North line, of the following described property:

Beginning at a point on the South line of Government Lot 8, Section 11, Township 7 South, Range 11 West, Willamette Meridian, in the County of Lincoln, State of Oregon, that is 46 feet East of the West line of said Section 11 (said point also being 40.00 feet East of the center line of Highway 101 and also being on the East right of way line of said Oregon Coast Highway 101); said point being the true point of beginning of the tract herein described; thence East 396.66 feet along the South line of Government Lot 8; thence North 285 feet to the South line of the R. L. Neal property, described in deed recorded in Book 102, page 563, Deed Records; thence West along the South line of the Neal property, 197.2 feet; thence South 0° 25 1/2' East, 100 feet; thence West 201.67 feet; thence South 0° 25 1/2' East, 185 feet to the point of beginning.

EXCEPTING THEREFROM any portion within the Oregon Coast Highway right of way.

RESOLUTION NO. UR 2020-03

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2020-21 in the total of $3,116,385, now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2020, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	$ 68,482
Materials & Services	92,907
TOTAL GENERAL FUND	**$ 161,389**

TAX INCREMENT FUND

Debt Service	$1,987,207
TOTAL TAX INCREMENT FUND	**$1,987,207**

PROPERTY REHABILITATION FUND

Materials & Services	$ 32,400
Special Payments	431,403
TOTAL PROPERTY REHABILITATION FUND	**$ 463,803**

URA CONSTRUCTION FUND

Capital Outlay	$ 503,986
TOTAL URA CONSTRUCTION FUND	**$ 503,986**
TOTAL APPROPRIATIONS ALL FUNDS	**$3,116,385**

TOTAL UNAPPROPRIATED ALL FUNDS	**$**	**0**
TOTAL ADOPTED BUDGET		**$3,116,385**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan Area $57,958,187 of incremental value, which is approximately 20% of the maximum allowable incremental value, that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2020.

The above resolution statements were approved and declared adopted on this 8th day of June 2020.

Diana Hinton

DIANA HINTON, Chair

ATTEST:

for Cathy Steere

CATHY STEERE, City Recorder

JOINT CITY COUNCIL URBAN RENEWAL AGENCY
RESOLUTION NO. 2021-01

A RESOLUTION OF THE CITY OF LINCOLN CITY AND THE LINCOLN CITY URBAN RENEWAL AGENCY AUTHORIZING AND DIRECTING APPROVAL OF AN OPTION AGREEMENT FOR DISPOSITION OF CITY AND URBAN RENEWAL REAL PROPERTIES FOR AFFORDABLE HOUSING

RECITALS

A. The City is the legal owner of real property located in proximity to the terminus of NE 25th Street, north of the St. James Santiago Episcopal church, consisting of two tax lots together with some easement provision for access through 2510 N. Highway 101, Lincoln City, Oregon. The lots involved in the conveyance include Recording Doc: 2009-14354 [07-11-11-BB-04302-00 (Westerly Parcel)] and Recording Doc: 2009-14355 [07-11-11-BB-04300-00 (Easterly Parcel).

B. The Urban Renewal Agency is the legal owner of real property located in front of the two City Lots referenced above, namely 2510 N. Highway 101, Lincoln City, Oregon. The Tax lot for this address is [Tax lot 07-11-11-BB-04301-00].

C. On February 22, 2021, the Lincoln City City Council together with the Urban Renewal Agency, at the Council Chambers at 801 SW Highway 101, Lincoln City, Oregon conducted an advertised public hearing on the proposed option to purchase the subject properties (two city lots and one URA lot), with numerous conditions, pursuant to ORS 221.725, ORS 271.310 and ORS 271.330 and the Lincoln City Urban Renewal Plan.

D. The advertised purpose of the option to purchase/future conveyance, and the reason the City Council and Agency finds it necessary or convenient to sell the property (grant an option), to Innovative Housing, Inc., an Oregon nonprofit public benefit corporation (IHI) is the City and Agency's desire to provide affordable housing to the City of Lincoln City's population.

E. The option to purchase is being considered ahead of a proposed disposition and development agreement to provide evidence of site control and facilitate IHI's application for a low income housing tax credit. Based on this

fact, the principal condition of the option to purchase is the subsequent approval and execution of a disposition and development agreement following a public hearing pursuant to ORS 271.225. Accordingly, the terms of the disposition and development agreement are not finally determined.

F. The nature of the option and future conveyance, with conditions, has been advertised as an option/future conveyance to a domestic non-profit corporation of a City-owned property acquired in 2009-2010 for $50,000. The most recent appraisals of the lots (2009) show a combined value of $433,000.00. Since the approval of the last option on the City Properties above, the Agency has acquired the Hwy 101 frontage valued at $400,000. This additional URA property is being added to the option to create a competitive combination of parcels to enhance and facilitate grant funding and tax credit applications.

G. Consideration for the option to purchase includes payment of $1.00 and IHI's commitment to submit an application for low income tax credit and a commitment to proceed in good faith with negotiation of a disposition and development agreement. The terms and conditions of the future disposition and development agreement, may include, but are not limited to, the following principal terms,: (1) Land Sale Price of $1.00; (2) Multiple Unit Housing Property Tax Abatement pursuant to ORS Chapter 307; (3) Deed restrictions or restrictive covenants to enforce affordability standards; (4) System Development Charge Deferrals per LCMC 13.08.095; (5) up to $150,000 city "gap" grant; (6) previously granted pre-development funding; (7) previously funded acquisition of improved site access; (8) City design, permitting and construction of re-aligned NE 25th Street. All the above terms are subject to all applicable quasi-judicial and legislative approval processes, including local budget law. A standard real estate purchase and sale agreement may also be required.

H. The February 22, 2021 Joint City Council / Agency public hearing and Resolution staff reports are incorporated herein by this reference. All evidence of market value was fully disclosed and entered into the record at the public hearing on February 22, 2021.

I. Pursuant to ORS 221.725, any resident of the City was provided with an opportunity to present oral or written testimony to the City Council on the subject

of the advertised Option to Purchase / future conveyance at the public hearing. Comments on disposition of URA property were also invited. Again, there will be another opportunity to comment at a future ORS 221.725 public hearing on the disposition and development agreement.

J. After hearing the staff report, public input, and due deliberation, Council made the findings set forth herein and directed the Option to Purchase / future conveyance of the real property with the conditions identified in the staff report and this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. FINDINGS.

The Council finds and determines that the relevant statutory criteria for disposition of City real property are found in or referenced in ORS Chapter 271 (specifically ORS 271.310 and ORS 271.330) as well as ORS 221.725 and the Lincoln City Urban Renewal Plan.

ORS 271.330(2) provides (**emphasis added**):

(2)(a) Any political subdivision is granted express power to relinquish the title to any of the political subdivision's property to a qualifying nonprofit corporation or a municipal corporation for the purpose of providing any of the following:

(A) Low income housing;

(B) Social services; or

(C) Child care services.

(b) As used in this subsection:

(A) "Qualifying nonprofit corporation" means a corporation that is a public benefit corporation as defined in ORS 65.001 (35) and that has obtained a ruling from the federal Internal Revenue Service providing that the corporation is exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code.

(B) "Social services" and "child care services" include but are not limited to education, training, counseling, health and mental health

services and the provision of facilities and administrative services to support social services and child care services.

221.725 Sale of city real property; publication of notice; public hearing.

(1) Except as provided in ORS 221.727, when a city council considers it necessary or convenient to sell real property or any interest therein, the city council shall publish a notice of the proposed sale in a newspaper of general circulation in the city, and shall hold a public hearing concerning the sale prior to the sale.

(2) The notice required by subsection (1) of this section shall be published at least once during the week prior to the public hearing required under this section. The notice shall state the time and place of the public hearing, a description of the property or interest to be sold, the proposed uses for the property and the reasons why the city council considers it necessary or convenient to sell the property. Proof of publication of the notice may be made as provided by ORS 193.070.

(3) Not earlier than five days after publication of the notice, the public hearing concerning the sale shall be held at the time and place stated in the notice. Nothing in this section prevents a city council from holding the hearing at any regular or special meeting of the city council as part of its regular agenda.

(4) The nature of the proposed sale and the general terms thereof, including an appraisal or other evidence of the market value of the property, shall be fully disclosed by the city council at the public hearing. Any resident of the city shall be given an opportunity to present written or oral testimony at the hearing.

(5) As used in this section and ORS 221.727, "sale" includes a lease-option agreement under which the lessee has the right to buy the leased real property in accordance with the terms specified in the agreement.

The Council /Agency finds and determines that it has received all information necessary to make a decision based on the Staff Report, public hearing testimony and the exhibits and evidence received.

The Council / Agency finds and determines that this proposal to grant an Option to Purchase the subject properties (one Agency property and two City properties) to Innovative Housing, Inc., an Oregon nonprofit public benefit corporation meets all applicable statutory minimum criteria for eligibility to convey real property, as more fully set forth herein. IHI is a qualifying nonprofit corporation. Further the City Council

/ Agency finds and determines that the proposed option to purchase for future disposition of real property (following another public hearing) is deemed "necessary or convenient" to the City and Agency, and "furthers the public interest" as the sale will further the City Council's and Agency's desire to provide affordable housing for the City of Lincoln City's population. The Council and Agency further finds and determines that the property identified herein is not necessary for City / Agency use. The findings herein are supported by competent substantial evidence in the whole record, incorporated herein by this reference.

SECTION 3. ORDER. Based on the above Findings set forth herein and based upon the evidence in the whole record, the City Council and the Urban Renewal Agency hereby approves and directs the entering into an Option to Purchase Agreement for future sale / conveyance of the subject properties, subject to all identified conditions, included or referenced herein. The Option to Purchase is delegated to the City Manager and City Attorney who are authorized to execute all documents as is necessary to effectuate the Option and to bring back for future consideration at an advertised public hearing the disposition and development agreement contemplated herein for future consideration. The City Attorney must approve all documents as to form. The Manager is expressly delegated the authority to sign documents for the City and Agency. The Manager and Attorney are authorized to sign an "award letter" consistent with this Resolution and further may expend such funds as are necessary to effectuate the option and the future consideration of a disposition and development agreement. The disposition and development agreement will be subject to final approval, including all appeals, of applicable land use actions, and other processes to address the terms and conditions therein. The future real property sale will be, as is, and subject to all encumbrances of record.

SECTION 4. EFFECTIVE DATE. This resolution is effective as of the date of its adoption and signature by the Council President and Agency Chair.

PASSED AND ADOPTED by the City Council of the City of Lincoln City and the Urban Renewal Agency this 22nd day of February, 2021.

Judy Casper

JUDY CASPER, COUNCIL PRESIDENT

RICK MARK, URBAN RENEWAL AGENCY CHAIR

ATTEST:

JAMIE YOUNG, CITY RECORDER

APPROVED AS TO FORM:

RICHARD APPICELLO, CITY ATTORNEY

RESOLUTION NO. UR 2021-02

A RESOLUTION ADOPTING THE SUPPLEMENTAL BUDGET OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, FOR THE FISCAL YEAR 2020-2021, AS APPROVED BY THE AGENCY, AND MAKING APPROPRIATIONS

WHEREAS, ORS 294.471 provides that the governing body of any municipal corporation may make a supplemental budget where an occurrence or condition which had not been anticipated at the time of the preparation of the budget for the current year requires a change in financial planning; and

WHEREAS, the publication of the supplemental budget was given in the manner provided in ORS 294.311;

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City Council of Lincoln City as follows:

Section 1. That it hereby adopts the supplemental budget for 2020-2021, and is now on file in the office of the Finance Director.

Section 2. BE IT FURTHER RESOLVED that the additional amounts for the fiscal year ending June 30, 2021, for the purposes shown below are hereby appropriated as follows:

SEE EXHIBIT "A"

This resolution shall be effective upon passage.

PASSED AND APPROVED by the Urban Renewal Agency of the City of Lincoln City this 24th day of May 2021.

Rick Mark

RICK MARK, CHAIR

ATTEST:

Jamie Young

JAMIE YOUNG, CITY RECORDER

EXHIBIT A

SUMMARY OF SUPPLEMENTAL BUDGET

FUND: PROPERTY REHABILITATION FUND

	Resource	Amount		Requirement	Amount
1	Beginning Fund Balance	150,000	1	Special Payments	150,000
	Revised Total Resources	613,803		**Revised Total Requirements**	613,803

Comments:

To provide funding for additional rehabilitation loans.

RESOLUTION NO. UR 2021-03

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2021-22 in the total of $1,060,924, now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2021, and for the purposes shown below are hereby appropriated:

GENERAL FUND	
Materials & Services	$ 41,956
TOTAL GENERAL FUND	**$ 41,956**
TAX INCREMENT 2020 FUND	
Debt Service	$ 166,729
TOTAL TAX INCREMENT 2020 FUND	**$ 166,729**
PROPERTY REHABILITATION FUND	
Materials & Services	$ 10,000
Special Payments	381,997
TOTAL PROPERTY REHABILITATION FUND	**$ 391,997**
URA CONSTRUCTION FUND	
Capital Outlay	$ 460,242
TOTAL URA CONSTRUCTION FUND	**$ 460,242**
TOTAL APPROPRIATIONS ALL FUNDS	**$1,060,924**
TOTAL UNAPPROPRIATED ALL FUNDS	**$ 0**
TOTAL ADOPTED BUDGET	**$1,060,924**

BE IT RESOLVED that the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Urban Renewal Plan 2020 Area $12,749,080 of incremental value, which is approximately 85% of the maximum allowable incremental value, that may be raised by dividing the taxes under section 1 (c), Article IX, of the Oregon Constitution, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2021.

The above resolution statements were approved and declared adopted on this 14th day of June 2021.

RICK MARK, Chair

ATTEST:

JAMIE YOUNG, City Recorder

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RESOLUTION NO. UR 2021-04
A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, APPROVING A MINOR AMENDMENT TO THE "AMENDED AND RESTATED YEAR 2000 DEVELOPMENT PLAN", FOR THE ACQUISITION OF PROPERTY IDENTIFIED AS 07-11-22-AD-02300 LOCATED AT 2254 SE HIGHWAY 101 IN THE NELSCOTT DISTRICT FOR THE PURPOSE OF REDEVELOPMENT AND IMPLEMENTATION OF SECTION 600 OF THE PLAN

WHEREAS, a goal of the Lincoln City Urban Renewal Agency is to assist placing underutilized properties in productive condition and redeveloped to their highest and best use;

WHEREAS, an Agency goal is to leverage financial resources to the maximum extent possible with other public and private investment and other funding;

WHEREAS, another Agency goal is to ensure that traffic flow, off-street parking, and other public facilities within the Area are adequate to accommodate current and future development;

WHEREAS, Section 600, Urban Renewal Activities, of the Agency's Year 2000 Development (Urban Renewal) Plan calls for construction of streets, curbs, gutters and sidewalks and aid in improving the flow of traffic on U.S. 101 in the Area; and

WHEREAS, Section 602, Urban Renewal Activities, of the Agency's Year 2000 Development (Urban Renewal) Plan also calls for property acquisition where it is determined that the property is needed to provide public improvements and facilities such as right-of-way acquisition for streets, alleys, bicycle paths or pedestrian ways.

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN CITY URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. The recitals of this resolution are adopted as additional findings and incorporated herein in this section as if fully set forth.

Section 2. Projects anticipated for this parcel include future redesign of intersection for improved access to Highway 101 for employment area.

Section 3. Agency approves acquisition of property as described in Exhibit A, attached hereto and incorporated by reference herein as if fully set forth.

Section 4. The Urban Renewal Agency directs staff to take any action necessary to implement this resolution. The Interim City Manager of Lincoln City is authorized to sign to acquire the property on behalf of the Urban Renewal Agency.

Section 5. This resolution shall be deemed a Minor Amendment to the Amended & Restated Year 2000 Development (Urban Renewal) Plan (2014) and a copy shall be placed in part 2 of the Plan.

Section 6. This resolution shall be effective as of the date of adoption.

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PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 25th day of June, 2021.

DocuSigned by:
Rick Mark
ACE243CD473344D...

Rick Mark, Agency Chair

ATTEST:

DocuSigned by:
Jamie Young
D25ADDE6E8134FE...

Jamie Young, City Recorder

RESOLUTION NO. UR 2021-05

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON APPROVING THE NOTIFICATION TO THE COUNTY ASSESSOR FOR THE TERMINATION OF DIVISION OF TAX REVENUES, AND APPROVING DISPOSITION OF ASSETS

WHEREAS, City Council adopted the Year 2000 Development Plan on October 27, 1988; and

WHEREAS, the Y2000 Plan was amended in 2014 and the amendments were compiled into the Amended and Restated Year 2000 Development Plan (the "Plan"); and

WHEREAS, the Agency has determined the maximum indebtedness of $43 Million for the Plan has been reached and that there are sufficient funds in the Lincoln City Urban Renewal Agency Debt Service Fund to pay off the remaining debt obligations; and

WHEREAS, the Agency discussed management of assets and directed staff to dispose of some assets at meetings on May 24th and June 14th, 2021 per Attachment 1; and

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Termination of Tax Increment Division of Taxes. The Agency hereby resolves to notify the Lincoln County Assessor to terminate the division of tax revenues for the Lincoln City Y2000 Development Plan as of July 1, 2021.

Section 2. Disposition of Assets. The Agency has directed staff to dispose of assets per Attachment 1 of this resolution.

Section 3. Effective Date. This resolution shall be effective upon its adoption.

ADOPTED this 28th day of June, 2021.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY _____
Rick Mark, Chair

ATTEST:

_____
Jamie Young, City Recorder

ATTACHMENT 1 - URA Assets

Through its duration, the Urban Renewal Agency acquired assets for various reasons in support of Agency projects, programs, and goals. The complete list of assets was presented to the Agency to determine the future ownership of all Agency-owned assets.

On May 24, 2021, the Urban Renewal Agency approved the following action:

1. Direct staff to transfer all fixed assets to the City. These assets include office furniture, office equipment, glass blowing equipment and capital improvements made by the Agency on City-owned property or in public right-of-way. A full list of fixed assets is included in Exhibit A.

On June 14, 2021, the Urban Renewal Agency approved the following actions:

1. Freeze and reserve revolving loan funds. The Agency will retain receivables and rebuild funds, making no further loans (other than the 1 pending application), and when all funds are paid back, funds will be used for some other Agency purpose (such as capital projects).
2. Direct staff to move forward with the proposed recommendations outlined for each real property. The full list of real properties and approved actions (transfer to City; hold for future redevelopment; dedication of public right-of-way) for each tax lot is included in Exhibit B.

EXHIBIT A

Report Criteria:
Asset.Location = "URBAN RENEWAL GENERAL","URBAN RENEWAL OFFICE","GLASS STUDIO","GLASS FOUNDRY","J. Sears Glass Studio","U R SIDEWALK PROJECTS"
Asset.Disposition date = {IS NULL}

Asset Number	Description	Date Acquired	Department	Classification	Location	Serial Number	Disposition Date
10309	CANON POWERSHOT DIGITAL CAMERA	09/11/2002	830	VIDEO, CAMERAS, RECO	URBAN RENEWAL OFFIC	214721100218	
11004	4-DRAWER LATERAL FILE CABINET,	04/08/2002	830	FURNITURE	URBAN RENEWAL OFFIC		
11007	10-DRAWER STEEL FLAT FILE, TRO	07/17/2002	830	FURNITURE	URBAN RENEWAL OFFIC		
11008	4-DRAWER LOCKING LATERAL FILE,	02/26/2003	830	FURNITURE	URBAN RENEWAL OFFIC		
12763	4' X 8' BOAT-SHAPE CONF. TABLE	02/01/1999	830	FURNITURE	URBAN RENEWAL OFFIC		
12976	HON OAK DESK/CREDENZA/CONF. TA	09/29/1998	830	FURNITURE	URBAN RENEWAL GENE		
13033	MODUTROL MOTOR W/TRANSFORMER T	06/30/2005	822	LIGHT EQUIPMENT & TO	GLASS FOUNDRY		
13034	MODUTROL MOTOR W/TRANSFORMER T	06/30/2005	822	LIGHT EQUIPMENT & TO	GLASS FOUNDRY		
13035	MODUTROL MOTOR W/TRANSFORMER T	06/30/2005	822	LIGHT EQUIPMENT & TO	GLASS FOUNDRY		
13036	FRONT LOAD ANNEALER, 208 VOLT,	06/30/2005	822	LIGHT EQUIPMENT & TO	GLASS FOUNDRY		
13037	PUNTY GRINDER, 180 MESH SPHERI	06/30/2005	822	LIGHT EQUIPMENT & TO	GLASS FOUNDRY		
13038	COVINGTON BELT SANDER	06/30/2005	822	LIGHT EQUIPMENT & TO	GLASS FOUNDRY		
13039	LORTONE 14" SLAB SAW	06/30/2005	822	LIGHT EQUIPMENT & TO	GLASS FOUNDRY		
13040	ELECTRICAL, GAS, PLUMBING TO A	06/30/2005	822	LIGHT EQUIPMENT & TO	GLASS FOUNDRY		
13041	ENGLESBY FLATMILL GRINDER 24"	07/30/2004	822	LIGHT EQUIPMENT & TO	GLASS FOUNDRY		
13050	HOODS, FANS FOR GLASSBLOWING F	06/30/2005	822	LIGHT EQUIPMENT & TO	GLASS FOUNDRY		
13054	MOLY D FURNACE/GLASSBLOWING EQ	06/30/2005	822	LIGHT EQUIPMENT & TO	GLASS FOUNDRY		
13562	URA OFFICE IMPROVEMENTS FOR 99	06/30/2000	830	BUILDINGS	URBAN RENEWAL OFFIC		
13565	2000-01 URA OFFICE REMODEL	06/30/2001	830	BUILDINGS	URBAN RENEWAL OFFIC		
13672	NW 21ST ST. SIDEWALK PROJECT	06/30/2000	830	SYSTEM IMPROVEMENT	URBAN RENEWAL GENE		
13673	W HWY 101/D RIVER/BARD RD. SID	06/30/2000	830	SYSTEM IMPROVEMENT	U R SIDEWALK PROJECT		
13707	HWY 101 SIGNALIZATION PROJECT	06/30/2001	830	STREET/STORMDRAIN/SI	URBAN RENEWAL GENE		
13776	CUTLER CITY TO SILETZ BAY AREA	06/30/2002	830	STREET/STORMDRAIN/SI	U R SIDEWALK PROJECT		
14021	SE 9TH ST SIDEWALK/STORMDRAIN	06/30/2002	830	STREET/STORMDRAIN/SI	U R SIDEWALK PROJECT		
14041	SIDEWALKS BARD RD. TO SPANISH	06/30/2003	830	STREET/STORMDRAIN/SI	U R SIDEWALK PROJECT		
14161	HWY 101 SIDEWALKS/D RIVER TO B	06/30/1999	830	STREET/STORMDRAIN/SI	U R SIDEWALK PROJECT		
14301	ENGINEERING DESIGN PARKING LOT	06/30/1991	830	PARKING LOTS	URBAN RENEWAL GENE		
14310	SIDEWALK CONST. NE 6, NW 6, SE	06/30/1993	830	STREET/STORMDRAIN/SI	U R SIDEWALK PROJECT		
14389	HWY 101 SIDEWALK PROJECTS 1997	06/30/1998	830	STREET/STORMDRAIN/SI	U R SIDEWALK PROJECT		
14393	HWY 101 SIDEWALK PROJECTS F.Y.	06/30/1998	830	STREET/STORMDRAIN/SI	U R SIDEWALK PROJECT		
14394	HWY 101 SIDEWALK PROJECTS F.Y	06/30/1998	830	STREET/STORMDRAIN/SI	U R SIDEWALK PROJECT		
14578	2006-07 Glass Studio Roof Impv	06/30/2007	822	BUILDINGS	J. Sears Glass Studio		
14928	Samsung 58" HDTV flat panel TV	09/17/2009	823	VIDEO, CAMERAS, RECO	J. Sears Glass Studio		

Lincoln City Urban Renewal Agency
Year 2000 Development Plan Area - Real Property Asset List
Revised 06/28/2021

EXHIBIT B

MapTaxlot	Description (from asset report 6.30.20)	Taxlot Acre	OwnName	CURRENT_USE	Current Zoning	Comments	Location Description	Property from GIS	Market Value; per taxlot (2020)	Market Value; grouped (2020)	Agency direction actions (May 24 and June 14 Meetings)
07-11-10-DB-00100-00	GERDES 21ST STREET GARDEN	0.14	LINCOLN CITY URBAN RENEWAL	PUBLIC GARDEN	OPD-MSH	Currently operated and maintained by City Parks & Rec; they support the transfer of the UR property to City.	1636 NW 21st St		$ 95,310	$ 154,880	Transfer to City & Rezone as park
07-11-10-DB-01700-00		0.10	LINCOLN CITY URBAN RENEWAL	PUBLIC GARDEN	OPD-MSH				$ 59,570		
07-11-10-DB-13400-00	N/A	0.10	LINCOLN CITY URBAN RENEWAL	RESTROOMS	OPD-MSH	Two most eastern lots of NW 17th St parking lot. Taxlot 13400 has the restrooms on it.	1717 NW HWY 101 & 1517 NW 17th st located at the corner of NW 17th St and Hwy 101		$ 101,330	$ 487,650	HOLD: Assess redevelopment potential; retain/transfer some/all to City
07-11-10-DB-13500-00		0.15	LINCOLN CITY URBAN RENEWAL	PARKING	OPD-MSH				$ 111,200		
07-11-10-DB-13600-00		0.16	LINCOLN CITY URBAN RENEWAL	PARKING	OPD - I-M	UR shown as owner name - we assume that this is a UR asset with the 17th street parking lots (not on asset report)	1517 NW 17th ST		$ 125,320		
07-11-10-DB-14900-00		0.11	LINCOLN CITY URBAN RENEWAL	PARKING	OPD - I-M	UR shown as owner name (not on asset report)			$ 60,420		
07-11-10-DB-15001-00		0.13	LINCOLN CITY URBAN RENEWAL	PARKING	OPD - I-M	UR shown as owner name (not on asset report)			$ 89,380		
07-11-10-DB-18801-00	N/A	0.10	CITY OF LINCOLN CITY	ROW	OPD - I-M	NW Jetty at 16th (not on asset report); Currently operated and maintained by City Public Works Streets Dept.; they support the transfer of the UR property to City as public Right-of-Way.	NW Jetty and 16th St.		$ 1,000	$ 2,000	Dedicate to ROW
07-11-10-DC-00501-00		0.06	CITY OF LINCOLN CITY	ROW	OPD - I-M				$ 1,000		
07-11-10-DB-20100-00	N/A	0.11	LINCOLN CITY URBAN RENEWAL	PARKING	OPD-MSH	North lot of NE 15th St parking lot	Located along NE Lee Place, just north of NE 15th Street		$ 66,190	$ 215,290	HOLD: Assess redevelopment potential; retain/transfer some/all to City
07-11-10-DD-00200-00		0.23	LINCOLN CITY URBAN RENEWAL	PARKING	OPD-MSH	South lot of NE 15th St parking lot (not on Debbie's list)	South lot of NE 15th ST parking		$ 149,100		

Lincoln City Urban Renewal Agency
Year 2000 Development Plan Area - Real Property Asset List
Revised 06/28/2021

MapTaxlot	Description (from asset report 6.30.20)	Taxlot Acre	OwnName	CURRENT_USE	Current Zoning	Comments	Location Description	Property from GIS	Market Value; per taxlot (2020)	Market Value; grouped (2020)	Agency direction actions (May 24 and June 14 Meetings)
07-11-10-DC-00700-00	2003-04 BILLINGTON PROP (OCEANLAKE)	0.22	CITY OF LINCOLN CITY	VACANT	OPD - I-M	Billington/Shoup Property - NW 15th St property	Located on the North side of NW 15th Ave		$ 114,750	$ 114,750	HOLD: Future Redevelopment Site
07-11-15-AC-03200-00	N/A	1.39	CITY OF LINCOLN CITY	PARK	R-C	NE 1st St - Hostettler (not on asset report); DLWID easement	1230 NE 1st ST		$ 733,040	$ 733,040	HOLD: Future Redevelopment Site
07-11-27-BA-11200-00	SW 35TH & HWY 101 PROPERTY	0.97	CITY OF LINCOLN CITY	PARKING	NBD	Currently operated and maintained by City Parks & Rec; they support the transfer of the UR property to City.	Large parcel with parking lot SW 35th		$ 162,530	$ 175,280	Transfer to City
07-11-27-BA-11202-00		0.02	CITY OF LINCOLN CITY	VACANT	NBD		3313 SW HWY 101; Small parcel s of Christmas Cottage		$ 12,750		
07-11-27-BA-12101-00	SE 32ND & HWY 101	0.14	CITY OF LINCOLN CITY	ROW	NBD	Long lot just s of old SE 32nd St	Eastern side of HWY 101 at the intersection at SE 32nd; Taxlots listed in order from north to south in Taxlot# field. Portions of 1st and 3rd to be dedicated as ROW		$ 59,480	$ 375,830	HOLD: Future Redevelopment Site; dedicate remnant to ROW at time of redevelopment
07-11-27-BA-12102-00		0.02	LINCOLN CITY URBAN RENEWAL	VACANT	NBD	Smallest triangle lot s of new SE 32nd St; our records show this as owned by City			$ 11,190		
07-11-27-BA-12103-00		0.18	LINCOLN CITY URBAN RENEWAL	ROW	NBD	Lot that is now SW 32nd St; our records show this owned by City			$ 56,190		
07-11-27-BA-12200-00		1.05	CITY OF LINCOLN CITY	VACANT	NBD	Largest lot south of new SE 32nd St			$ 248,970		

Lincoln City Urban Renewal Agency
Year 2000 Development Plan Area - Real Property Asset List
Revised 06/28/2021

MapTaxlot	Description (from asset report 6.30.20)	Taxlot Acre	OwnName	CURRENT_USE	Current Zoning	Comments	Location Description	Property from GIS	Market Value; per taxlot (2020)	Market Value; grouped (2020)	Agency direction actions (May 24 and June 14 Meetings)
07-11-27-DD-01001-00	SW INLET ST. LAND - 3 LOTS	0.09	LINCOLN CITY URBAN RENEWAL	ROW	TVC	SE Inlet at Comm Garden - to be ROW	Located on east side of SE Inlet AVE at intersection with SE Jetty AVE		$ 1,000	$ 593,400	Assess redevelopment potential; retain/transfer some/all to City
07-11-27-DD-01002-00		0.06	LINCOLN CITY URBAN RENEWAL	PUBLIC GARDEN	TVC	Southern lot of SE Inlet Comm Garden			$ 27,920		HOLD: Assess redevelopment potential; retain/transfer some/all to City
07-11-27-DD-01100-00		0.36	LINCOLN CITY URBAN RENEWAL	PARKING	TVC	Northern lot of SE Inlet Comm Garden			$ 187,050		
07-11-27-DD-01200-00		0.78	LINCOLN CITY URBAN RENEWAL	PARKING	TVC	Northern lot of SE Inlet parking lot			$ 377,430		
07-11-34-AB-00500-00	N/A	0.11	LINCOLN CITY URBAN RENEWAL	PARKING	TVC	SW 50th St parking lot - restroom lot	1226 SW 50TH ST; Located along SW 50th Street		$ 99,900	$ 480,000	HOLD: Assess redevelopment potential; retain/transfer some/all to City
07-11-34-AB-00700-00		0.11	LINCOLN CITY URBAN RENEWAL	PARKING	TVC	Lot to west of SW 50th St parking lot restrooms			$ 84,570		
07-11-34-AB-01000-00		0.46	LINCOLN CITY URBAN RENEWAL	PARKING	TVC	SW 50th St parking lot largest parcel (this tax lot is not on asset report)	SW 50th St parking lot largest parcel		$ 295,530		
07-11-34-AB-04300-00	832 SW 50TH ST. LAND/SANDERS	0.12	LINCOLN CITY URBAN RENEWAL	VACANT	TVC	838 SW 50th St - LAND/SANDERS	832 SW 50th ST, located of south side of SW 50th St		$ 63,750	$ 1,451,560	HOLD: Future Redevelopment Site
07-11-34-AB-04400-00	838 SW 50TH ST. LAND/SANDERS	0.23	LINCOLN CITY URBAN RENEWAL	VACANT	TVC	838 SW 50th St - LAND/SANDERS	838 SW 50th ST, located on southern side of SW 50th ST		$ 137,900		
07-11-34-BA-00100-00	2002-03 HERSHEY PROPERTY A	0.60	LINCOLN CITY URBAN RENEWAL	PARKING	TVC	North Hershey lot on SW 50th St	Located at western end of SW 50th St		$ 210,380		
07-11-34-BA-00200-00		0.09	LINCOLN CITY URBAN RENEWAL	PARKING	TVC	East Hershey lot at btwn SW 50th & 51st			$ 77,460		
07-11-34-BA-00300-00		0.49	LINCOLN CITY URBAN RENEWAL	PARKING	TVC	SW Hershey lot at SW 50th St			$ 693,190		
07-11-34-AB-04600-00		0.17	LINCOLN CITY URBAN RENEWAL	VACANT	TVC	SE Hershey lot at SW 51st			$ 268,880		

Lincoln City Urban Renewal Agency
Year 2000 Development Plan Area - Real Property Asset List
Revised 06/28/2021

MapTaxlot	Description (from asset report 6.30.20)	Taxlot Acre	OwnName	CURRENT_USE	Current Zoning	Comments	Location Description	Property from GIS	Market Value; per taxlot (2020)	Market Value; grouped (2020)	Agency direction actions (May 24 and June 14 Meetings)
07-11-34-AD-00300-00	2016-17 LAND/HWY 101 PUBLIC ACCESS	0.18	LINCOLN CITY URBAN RENEWAL	UNDEVELOPED BAY ACCESS	R-C	Currently operated and maintained by City Parks & Rec; they support the transfer of the UR property to City.	Property just north of Pelican (old Bayhouse). South 1/3 of property (approx) sold to Pelican.		$ 1,000	$ 1,000	Transfer to City & Rezone as park
07-11-34-DD-03200-00	N/A	0.22	CITY OF LINCOLN CITY	UNDEVELOPED PUBLIC PARKING; South access to Cutler City wetlands OS	R-1-7.5	(not on asset report)	1465 SW 69th ST		$ 74,390	$ 74,390	HOLD: Lot-line adjustment/ sale to adjacent property owners and retain portion for future developed parking/trails access
07-11-27-BA-11700	LAND BEHIND MERC BLDG-NOR	0.08	CITY OF LINCOLN CITY	PARKING	NBD	Two properties: 07-11-27-BA-11700 and 07-11-27-BA-11800 purchased with URA funds per Finance review	712 SW 32nd ST.; South side of SW 32nd ST, two parcels behind mercantile building		$ 46,190	$ 213,410	Transfer to City
07-11-27-BA-11800		0.2	CITY OF LINCOLN CITY	PARKING	NBD				$ 167,220		Transfer to City
07-11-11-BB-04301	N/A	0.43	CITY OF LINCOLN CITY	VACANT	G-C	Property on north side of NE 25th St on Hwy 101 (not on Debbie's list)	2501 NE HWY 101		$ 194,750	$ 194,750	HOLD: Active Redevelopment Site - affordable/workforce rental multi-family housing
07-11-15-DC-13000-00	N/A	0.27	CITY OF LINCOLN CITY	PARKING	PARK	Not owned by URA; NW 15th beach access	Asset is only the improvement value; not the real property (Owned by City).		N/A	N/A	Transfer property from URA asset list to City; URA only "owned" the project and that will be transferred to the City per direction of URA.
07-11-22-AD-02300-00	N/A	0.69	LINCOLN CITY URBAN RENEWAL	VACANT	G-C	N/A	2254 SE HWY 101		$ 228,040	$ 228,040	HOLD: Future Redevelopment Site (transportation-related purposes; 2017 Nelscott Neighborhood Gap Plan)

EXHIBIT A
Property Description

The property located at 2254 SE Highway 101 in Lincoln City, otherwise known as map and tax lot # 07-11-22-AD-02300, and Lincoln County Tax Assessor Account #R203115, is described as:

A part of Section 22, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, more particularly described as follows:

Beginning at a point on the North line of Thorpe Road that is 940.93 feet West and 325.7 feet North of the quarter section corner on the East boundary of Section 22, Township 7 South, Range 11 West, Willamette Meridian; running thence North 82° 40' West along the North line of Thorpe Road 150.0 feet to the East line of the Oregon Coast Highway; thence North 2° 10' West along the East boundary of the highway 200.0 feet; thence South 82° 40' East 150.00 feet; thence South 2° 10' East 200.0 feet to the point of beginning, in Lincoln County, Oregon.

RESOLUTION NO. UR 2022-01

ADOPTING THE BUDGET

BE IT RESOLVED, that the Urban Renewal Agency of the City of Lincoln City hereby adopts the budget for fiscal year 2022-23 in the total of $965,688, now on file at the Finance Department of the City of Lincoln City.

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Materials & Services	$ 5,875
Capital Outlay	160,933
TOTAL GENERAL FUND	**$ 166,808**

ROADS END/VILLAGES DISTRICT

Materials & Services	$ 14,625
Capital Outlay	153,067
TOTAL TAX INCREMENT 2020 FUND	**$ 167,692**

PROPERTY REHABILITATION FUND

Materials & Services	$ 5,000
Capital Outlay	376,188
TOTAL PROPERTY REHABILITATION FUND	**$ 381,188**

TOTAL APPROPRIATIONS ALL FUNDS	**$ 715,688**
TOTAL UNAPPROPRIATED ALL FUNDS	**$ 250,000**
TOTAL ADOPTED BUDGET	**$ 965,688**

WHEREAS, the Roads End/Villages at Cascade Head Urban Renewal Plan provides that a permanent under-levy of a minimum of 15% of the annual division of tax proceeds would be a part of the financing of the Plan; and

WHEREAS, the estimated maximum increment value for fiscal year 2022-2023 is $30,058,893, and 85% of the estimated maximum increment value is $25,550,059;

THEREFORE, BE IT RESOLVED, the Urban Renewal Agency of the City of Lincoln City hereby resolves to certify to the County Assessor for the Roads End/Villages at Cascade Head Urban Renewal Area $25,550,059 of increment value be used for the purpose of dividing the taxes under Section 1c, Article IX of the Oregon Constitution and ORS Chapter 457, and $ -0- to be raised through the imposition of a special levy.

This Resolution shall take effect July 1, 2022.

The above resolution statements were approved and declared adopted on this 27th day of June 2022.

Mitch Parsons, Vice-Chair

ATTEST:

Jamie Young, City Recorder

RESOLUTION NO. UR 2023-01

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON APPROVING A MINOR AMENDMENT TO THE AMENDED AND RESTATED YEAR 2000 DEVELOPMENT PLAN, UPDATING THE TITLE PAGE, THE ACKNOWLEDGEMENT PAGE, THE TABLE OF CONTENTS, THE URA BOUNDARY MAPS, ADDING ADDITIONAL URA ADOPTED RESOLUTIONS FROM 1989-2014, AND ADDING ALL URA ADOPTED RESOLUTIONS SINCE 2014

WHEREAS, City Council/URA adopted a Substantial Amendment to the Year 2000 Development (Urban Renewal) Plan on August 25, 2014 by Ordinance 2014-20; and

WHEREAS, these actions were compiled in an updated plan titled The Amended and Restated Year 2000 Development Plan (the "Plan"); and

WHEREAS, the Agency desires to amend the Plan by updating the Title Page, Acknowledgement page, the Table of Contents, and the URA Boundary Maps in the Plan; and

WHEREAS, the Agency desires to amend the Plan by adding additional adopted URA Resolutions from 1992-2014; and

WHEREAS, the Agency desires to amend the Plan by adding all adopted URA Resolutions since 2014; and

WHEREAS, the Agency ceased taking division of tax revenue for the Urban Renewal District in Fiscal Year 2021; and

WHEREAS, this Minor Amendment has been prepared in conformance with the requirements of Section 1200 – Future Amendment to the Year 2000 Development (Urban Renewal) Plan and ORS Chapter 457; and

WHEREAS, a minor amendment requires approval by the Lincoln City Urban Renewal Agency by resolution; and

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

Section 1. Approval of Minor Amendment. The Agency hereby approves the Minor Amendment attached hereto as Exhibit A, which amends the Amended and Restated Year 2000 Plan (August 25, 2014),

Section 2. Effective Date. This resolution shall be effective upon its adoption.

ADOPTED this 13th day of February, 2023.

URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON

BY _____
Rick Mark, Chair

ATTEST:

_____
Jamie Young, City Recorder

APPROVED AS TO FORM:

_____
Richard Appicello, City Attorney

Attachment:

Exhibit A: Minor Amendments to Year 2000 Plan:

1) Updated Title Page
2) Updated Acknowledgement Page
3) Updated Table of Contents
4) Updated URA Boundary Maps
5) Additional URA Adopted Resolutions 1989-2014
6) All URA Adopted Resolutions after 2014

Exhibit A

Minor Amendments to Year 2000 Plan

Exhibits A-1 to A-6 Available upon request.