



Curry County Fair Board

29392 Ellensburg Avenue, Gold Beach, OR 97444

541-247-4541

Eventcenteronthebeach.com
CurryFair@CurryCountyOR.Gov

Agenda

April 9, 2026

1:00 p.m. Showcase Building

1. **Call to Order**
2. **Amendment and Approval of the Agenda**
3. **Public Comment (3 Minutes)**
4. **Minutes**
 - a. 2-25-2026 Minutes
5. **Discussion Items/Action Items**
 - a. Superintendent Questions
 - b. Soil and Water Conservation Updated Lease
6. **Reports**
 - a. Commissioner Liaison Report
 - b. Superintendent Report
 - c. 4H Report
 - d. Next Meeting – _____ at 5:30 p.m.
7. **Adjourn**

(ORS 192.640(1)) ". . . notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.")

CURRY COUNTY FAIR BOARD
Meeting of February 25, 2026
Minutes

1. Call to Order at 5:31pm
2. Members present: Hollinger, DeWald, Kudlac and Interim Fair Manager, Natasha Tippetts
3. Amendment and approval of the agenda: Discussion regarding new manager hiring – hold off until new MOU in place per Tippetts. Motion to approve Agenda made by DeWald, Kudlac 2nd. Passed unanimously.
4. Minutes: Dewald moved to approve minutes from 10-28-2025 and 11-13-2025 with spelling corrections, 2nd by Kudlac. Approved unanimously.
5. Discussion and action items
 - a. Curry County Junior Livestock Auction – Cherie Amason to present. Request update on pad extension. Steers weigh in on March 15th. Motion to allow fair manager or delegate to sign contract from licensed, bonded contractor, presented by CCJLA for concrete pad and provide access. Made by Kudlac, 2nd by DeWald. Vote passed 3-0
 - b. Haul out question – can there be an exemption for auction animals to leave fair prior to closing on Sunday due to transportation/processing issues. This will be discussed at future meeting.
 - c. Fair Budget - Budget expenditure approved for an entertainment budget of \$75,000 and equipment rental of \$13,000. Motion by Kudlac, 2nd by DeWald. Passed 3
 - d. Discussion regarding fair schedule and entertainment presented by Tippetts.
 - e. Presentation of the 2026 fair logo contest by Tippetts. This years theme is Tides, Timber and Tradition. Flyers going out locally for entries.
 - f. Discussion regarding MOU with the BOC – going to plan a workshop with BOC to discuss the entities roles in creating a new MOU. Possibly on March 12th at 5:30. The next Fair Board meeting will be April 9th at 1:00.
 - g. Update from Tippetts regarding the Main Street request for reimbursement – they were reimburse \$2100 for the bathrooms they had to provide.
 - h. Reports: No reports – workshop discussed potentially at 5:30 on March 12th. Discussion regarding outdoor arena construction again, removing sawdust and arena updates. RFP for fencing is out for bids. Discussion regarding new pens for livestock and who should purchase, own. Discussion regarding getting sponsorships stated for Fair.

Adjourned at 7:07 pm



Curry County Fair Board

Agenda Report

Agenda Date:	Agenda Item Title:
<u>April 9, 2026</u>	Superintendent Questions
Description and Background:	
<ol style="list-style-type: none"><u>1. Are we doing premiums for youth and adults?</u><u>2. Hours of operation? Sunday?</u><u>3. What time are exhibits/Animals going to be released?</u>	
Attachments:	



Curry County Fair Board

Agenda Report

Agenda Date:	Agenda Item Title:
April 9, 2026	Soil and Water Conservation Lease
Description and Background:	
<u>Annually, the Fair Manager and the Soil and Water Conservation District enter into a lease agreement for the room rental located in the Fair Manager's Office. The lease was never provided to the County Counsel for review. Interim Fair Manager has worked with legal counsel to update the lease appropriately to be approved.</u>	
Attachments:	
Updated Lease Agreement	



Curry County Fairgrounds

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Beach, OR 97444
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LEASE

This lease is made on the ____ day of _____, 202__, between CURRY COUNTY, a political subdivision of the State of Oregon, by and through its Fair Board (hereinafter "County" or "Lessor") and Curry Soil and Water Conservation District ("Lessee").

LESSOR AND LESSEE AGREE AS FOLLOWS:

1. DESCRIPTION OF PREMISES

Lessor leases to Lessee that real property located at 29392 Ellensburg Avenue, Gold Beach, (hereinafter "Premises") and more specifically described as follows: private office space in the main office of the Curry County Fairgrounds.

2. TERM

The tenancy covered by this lease shall be for one year.

The lease may be terminated by Lessee providing 30 days written notice to Lessor, or by Mutual agreement of the Lessor and Lessee.

3. RENTS

Lessee shall pay Rent for Premises in the sum of \$150.00 monthly, due on the 1st of month for the duration of this agreement.

4. EXPENSES

Lessee shall be responsible for all utilities and optional services performed at the premises.

5. ALTERATIONS AND IMPROVEMENTS

- a. Lessee shall not make alterations or improvements without the prior written consent of Lessor, including review and approval of any plans or drawings.
- b. All alterations and improvements, if consented to by Lessor, shall be made at the expense of Lessee. Alterations and improvements shall be made in a

good and workmanlike manner in compliance with all applicable building, land use, and safety statutes, regulations, administrative rules and ordinances of federal, state, and local governments.

6. MAINTENANCE AND REPAIRS

Lessee covenants and agrees to keep and maintain in good order, condition and repair the interior and exterior of the Leased Premises during the term of the Lease.

7. TAXES AND LIENS

- a. Lessee is responsible for the payment of property taxes, if any.
- b. Lessee shall not cause or allow any liens or encumbrances to be imposed upon the premises without the consent of Lessor; and if any lien or encumbrance is imposed upon the premises without the consent of Lessor, Lessee shall cause such lien or encumbrance to be removed immediately.

8. INDEMNIFICATION

Lessee shall defend, indemnify, and hold harmless Lessor and its officers, employees and agents from any and all claims, actions, costs, damages, judgments, and other expenses of any kind arising out of this lease or the use of the Premises by any person (including any renter) including, but not limited to, claims, actions, costs, damages, judgments, and other expenses resulting from injury to any person or damage to property.

9. LIABILITY INSURANCE

- a. Lessee shall, at its own expense, and at all times during the term of this Lease, maintain in force general commercial liability coverage that is equal to or greater than the limits for claims made under the Oregon Tort Claims Act (ORS 30.260 to 30.302) with minimum coverage of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.
- b. Insurance must provide "occurrence" coverage, or "claims-made" if approved, and must name Curry County and its officers, employees, and agents as additional insureds. Lessee shall provide certificates of insurance for coverage required by this section. If the insurance certificate(s) require(s) an endorsement in order for the County to be an additional insured, then Lessee shall provide a separate written endorsement that contains the correct policy number(s) and effective additional insured provisions. Claims-made coverage required evidence of "tail" or Extended Reporting

Endorsement at expiration date of the policy if coverage is terminated, not renewed, or the retroactive date is re-set.

- c. Insurance shall be primary with respect to the interest of the County, whose insurance shall be excess and not contributory.
- d. Policies must include provisions requiring that the insurer provide the County advance written notice of cancellation or reduction of Lessee's insurance coverage. In addition, Lessee itself shall provide immediate written notice to the County of any changes in its liability insurance coverage while this lease is in force, including but not limited to reduction in coverage and changes of insurer(s).

10. PROPERTY INSURANCE

- a. Lessee shall, at its own expense, insure the premises against loss or damage from fire or other casualty resulting from Lessee, and Lessee's officers, employees, agents, guests, clients, and/or invitees. Insurance must include "Damage to Property Rented to You" for property damage to their premises for damage caused by fire, lightning, explosion, smoke and sprinkler leakage. Such coverage must be primary coverage with respect to the interests of the County, not excess or secondary to other coverage.
- b. The minimum coverage amount shall be \$350,000.00
- c. Lessor shall be added as a named insured, as its interest may appear.

11. DAMAGE OR DESTRUCTION

If at any time during the term of this Lease there is substantial damage or destruction to the Premises which is not an Insured Loss and not caused by a negligent or willful act of Lessor (in which event Lessor shall make the repairs at Tenant's expense), Lessor may at Lessor's option either (i) repair such damage as soon as reasonably possible at Lessors expense in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of Lessors intention to cancel and terminate this Lease, as of the date of the occurrence of such damage.

12. COMPLIANCE WITH LAW IN GENERAL

Lessee shall observe and comply with all statues, regulations, rules, ordinances and other requirements of federal, state, and local governments with respect to the use, care and control of the premises.

13. INSPECTION

Upon reasonable written or oral notice to Lessee, Lessor shall have the right to enter the premises to inspect the same for compliance with this lease.

14. REPRESENTATIONS

Lessee acknowledges that this lease is accepted and executed on the basis of Lessee's own examination and personal knowledge of the value and condition of the premises and that no representation as to the value, condition, or repair of the Premises has been made by Lessor. Lessee accepts the Premises AS IS and WITH ALL FAULTS AND DEFECTS.

15. QUIET ENJOYMENT

Lessor covenants and warrants that Lessor is the owner of the Premises and has the right to make this lease.

16. OWNERSHIP OF IMPROVEMENTS

Improvements placed on the Premises by Lessee shall become the property of Lessor, unless Lessor determines otherwise in its sole discretion, in which case, improvements placed on the Premises by Lessee shall be removed by Lessee upon termination of the lease.

17. DEFAULT

There shall be a default under this lease if either party fails to comply with any provision of this lease within fifteen (15) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the fifteen (15) day period, no default shall occur if the party receiving the notice begins curative action within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

18. REMEDIES

- a. In the event of a default, before either party may bring an action in any court concerning this lease, such party must first seek in good faith to resolve the dispute through negotiation, mediation or other non-binding

alternative dispute resolution. This provision shall not apply to Lessor, if Lessor determines in good faith that:

- i. Lessee has committed waste of the premises,
 - ii. Lessee's violation of this lease creates an imminent threat of danger to persons or property,
 - iii. Immediate intervention by Lessor is necessary to mitigate substantial damages to Lessor or any third party,
 - iv. Lessee has abandoned the premises, or
 - v. A lien or other encumbrance against the premises is being foreclosed or otherwise enforced.
- b. If a default occurs and is not resolved under subsection (a) above, the party injured by the default may elect to terminate this lease and pursue any equitable or legal rights and remedies available under Oregon law. The exercise of one right or remedy by a party shall not impair any other right or remedy. A party will not be deemed to terminate the lease unless notice of termination is given to the other party.
- c. If Lessee is in default, Lessor shall have the right to re-enter and take possession of the premises. Upon re-entry, Lessor, at Lessor's option, may relet the premises or remove all improvements and relet the Premises. Lessor shall receive all proceeds and rent accruing from the premises or the property and shall apply the same to payment of all expenses incurred by Lessor in enforcing its remedies under this section.
- d. Regardless of whether Lessor relets the premises or the property, Lessor has the right to recover all damages Lessor suffers because of Lessee's default, including, without limitation: expenses incurred by Lessor in obtaining possession of the premises and expenses for repairing and restoring the premises or removing improvements and restoring the property.

19. NOTICES

- a. Any notice required to be given under this lease shall be in writing, unless a provision of the lease specifically allows oral notice. Written notice shall be given by personal delivery, mail, or email transmission, except that any notice required by law shall be given in the manner specified by the applicable law.

b. Notices to Lessor shall be delivered to:

Curry County
Office of Legal Counsel
94235 Moore Street, Suite 123
Gold Beach, OR 97444
CountyCounsel@CurryCountyOR.gov

c. Notices to Lessee shall be delivered to:

Curry Soil and Water Conservation District
Attn: Leisl Coleman
PO Box 666
Gold Beach OR, 97444
Liesl.coleman@currywatersheds.org

d. Each party shall notify the other immediately upon change of address.

20. SUCCESSORS

The successors, assigns and legal representatives of Lessee and Lessor shall be subject to all provisions of this lease.

21. NO WAIVER

No provision of this lease shall be deemed to be waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach by either party shall not constitute waiver of any other breach.

22. SEVERABILITY

If any provision of this lease is held by a court to be invalid, such invalidity shall not affect any other provision of this lease. This lease shall be construed as if the invalid provision had never been included.

23. AMENDMENTS

This lease may be changed only by written amendments that are signed by both parties. It may not be amended or modified by oral agreements or understandings between the parties.

24. TERMINATION WITHOUT DEFAULT

Notwithstanding any other provision of this lease, Lessee may terminate this lease by providing Lessor written notice of termination thirty (30) days prior to the date of termination set forth in the notice.

25. ENTIRE AGREEMENT

This lease constitutes the final and complete agreement of the parties concerning the premises and supersede all prior and existing written or oral understandings. Any modification or amendment of these terms shall be made in writing and signed by authorized representatives for each party.

26. WAIVER OF SUBROGATION

Lessor shall not be liable to Lessee for any loss arising out of damage to or destruction of the premises or the contents thereof. All such claims against Lessor for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Lessor or Lessee or by any of its respective agents, servants, or employees.

27. ASSIGNMENT

Lessee shall not assign this lease or sublet the premises without first obtaining Lessor's written consent.

28. WORKERS' COMPENSATION INSURANCE

If Lessee is a "subject employer" as defined in ORS 656.005, they shall comply with ORS 656.017. Lessee shall provide workers' compensation coverage for "subject workers" employed to perform work at or on the premises. Prior to the beginning date of the lease term, Lessee shall provide a certificate of insurance for workers' compensation coverage.

DATED this ___ day of _____, 2026.

LESSEE

Curry Soil and Water Conservation District

LESSOR

CURRY COUNTY

Leisl Coleman

Natasha Tippetts