

AGENDA
City of Brookings
Common Council Meeting
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon 97415
Monday, November 10, 2008, 7:00 p.m.

Council will meet in **Executive Session at 6:00pm** in the City Manager's Office at City Hall, under authority of ORS 192.660(f), to consider information or records that are exempt by law and under ORS 192.660(h), to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Ceremonies/Appointments/Announcements

A. Introduction of Treatment Plan Operator Assistant Sam Murray.

V. Public Hearings

A. Consideration and possible adoption of revisions to Section 17.88.040(P), Exempt Signs, of Chapter 17.88, Sign Regulations, of the Brookings Municipal Code, to add "Public Art Committee" as the review body for murals. *Planning Director [Advance Packet]*

VI. Ordinances

A. Adoption of ordinance 08-O-621, an ordinance amending Section 17.88.040(P), Exempt Signs, of Chapter 17.88, Sign Regulations, of the Brookings Municipal Code. *Planning Director [Advance Packet]*

B. Adoption of ordinance 08-O-622, an ordinance amending Chapter 17.52, General Commercial (C-3) District, of the Brookings Municipal Code, in its entirety. *Senior Planner [Advance Packet]*

VII. Oral Requests and Communications from Audience

A. Council Liaison Reports

B. Public Comments – limit to a maximum of **5 minutes per person**. A completed **public comment form** must be filled out and turned in **prior to the start of the meeting**. Forms are available in the City Manager's office and may be downloaded from the City's website at www.brookings.or.us. Completed forms may be turned in to the City Manager's office during regular business hours. Comments **will be restricted** to the topics indicated on the form. All remarks and questions must be addressed to **the presiding officer, only**. Comments will be **respectful**. Harsh or abusive language will not be tolerated.

VIII. Regular Agenda

A. Consideration with possible approval of changes to Chapter 12.10, Sidewalks, of the Brookings Municipal Code and direct staff to prepare ordinance for adoption. *Public Works Director [pg. 7]*

B. Consideration and possible approval of waive the permit and inspection fees for the Easy Street Safe Routes to School Project. *City Manager [pg. 17]*

- C. Consideration with possible approval to authorize the Mayor to execute First Amended Lease Agreement with the Claveran Group, LLC, with respect to the Salmon Run Golf Course. *City Manager [pg. 21]*

IX. Consent Calendar

- A. Approval of Council Minutes for October 27, 2008. *[pg. 59]*
- B. Acceptance of Planning Commission Minutes for October 7, 2008. *[pg. 59]*
- C. Acceptance of Parks and Recreation Commission Minutes for September 25, 2008. *[pg. 61]*
- D. Approval of vouchers for October 2008 in the amount of \$394,363.32. *[pg. 63]*

X. Remarks from Mayor and Councilors

- A. Mayor
- B. Councilors

XI. Adjournment

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

November 2008

November 2008							December 2008						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
2	3	4	5	6	7	1	7	1	2	3	4	5	6
9	10	11	12	13	14	8	14	8	9	10	11	12	13
16	17	18	19	20	21	15	21	15	16	17	18	19	20
23	24	25	26	27	28	22	28	22	23	24	25	26	27
30						29		29	30	31			

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
					November 1
					2
3	4	5	6	7	8
9:00am CC- VIPS/Volunteers in Police Service 5:30pm CC - Budget Workshop 7:00pm FH-FireTng/ChShrp	9:00am CC- VIPS/Volunteers in Police Service 7:00pm CC - Planning Commission	8:00am CC-Staff/SRes 10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting 7:00pm FH-PoliceReserves	10:00am CC - Staff Training 3:00pm CC SafetyComMtg 4:00pm Safe Routes to school	8:00am Fish & Wildlife	
					9
10	11	12	13	14	15
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg	Veterans Day - CLOSED (closest to Veterans Day) 8:00am City Hall CLOSED - Veterans Day Holiday	9:30am Traffic Safety Mtg. 10:00am CC- Site Plan Com Mtg 10:00am FH - Brookings Rural Fire Dept 12:00pm CC - Stout Park 1:30pm CC - LDC Meeting	9:00am CC-Crm Stoppers 1:00pm CC - Court 3:00pm CC Urban Renewal Advisory Committee 4:00pm Safe Routes to school 7:00pm CC-Parks & Rec		
					16
17	18	19	20	21	22
9:00am CC-VIPS/Volunteers in Police Service 11:00am Garden Club - BW Bkgs Inn 7:00pm FH-FireTng/ChShrp	7:00pm CC - Planning Comm (TENT)	8:00am CC-Staff/SRes 10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting	4:00pm Safe Routes to school		
					23
24	25	26	27	28	29
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg		10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting	Thanksgiving - CLOSED		
					30

December 2008

December 2008						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2009						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31


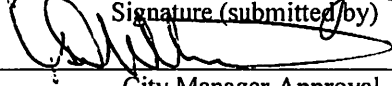
Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
December 1	2	3	4	5	6
9:00am CC- VIPS/Volunteers in Police Service 4:00pm CC - Council Workshop 7:00pm FH-FireTng/ChShrp	7:00pm CC - Planning Commission	8:00am CC-Staff/SRes 10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting 7:00pm FH-PoliceReserves	8:00am Oregon P & R Commission meeting 8:30-11:00am 3:00pm CC SafetyComMtg 4:00pm Safe Routes to school		7
8	9	10	11	12	13
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg		10:00am CC- Site Plan Com Mtg 10:00am FH - Brookings Rural Fire Dept 12:00pm CC - Stout Park 1:30pm CC - LDC Meeting 5:00pm CC - Victims Impact	9:00am CC-Crm Stoppers 1:00pm CC - Court 3:00pm CC Urban Renewal Advisory Committee 4:00pm Safe Routes to school		14
15	16	17	18	19	20
9:00am CC-VIPS/Volunteers in Police Service 11:00am Garden Club - BW Bkgs Inn 7:00pm FH-FireTng/ChShrp	7:00pm CC - Planning Comm (TENT)	8:00am CC-Staff/SRes 10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting	7:00pm CC-Parks & Rec		21
22	23	24	25	26	27
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg		10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting	Christmas - Closed (closest workd		28
29	30	31			
7:00pm FH-FireTng/ChShrp		8:00am CC-Staff/SRes 10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting			

CITY OF BROOKINGS

COUNCIL AGENDA REPORT


Meeting Date: November 10, 2008

Originating Dept: Building


Signature (submitted by)

City Manager Approval

Subject: Approve proposed amendments to Brookings Municipal Code (BMC) Chapter 12.10, Sidewalks

Recommended Motion: Motion to approve the amendments to BMC Chapter 12.10 as submitted and direct staff to prepare an Ordinance for adoption of same.

Financial Impact: none 

Background/Discussion: This Chapter has been re written in its entirety due to outdated and complicated language, reference to staff positions that no longer exist, construction details that are more appropriately located in the General Engineering Specifications document and requiring action by the Council that can be handled on a staff level. There are two new sections, the first defining the scope of the Chapter and the second prohibiting the blocking of sidewalks.

Policy Considerations: none

Attachment(s):

Chapter 12.10 as proposed

Chapter 12.10 as codified

Chapter 12.10

SIDEWALKS

Sections:

12.10.010 Applicability

12.10.020 Definitions

12.10.030 Declaration of the City's jurisdiction over sidewalks

12.10.040 Prohibition against blocking sidewalks

12.10.050 Prohibition of non conforming sidewalks

12.10.060 Prohibition for constructing sidewalk without permit

12.10.070 Procedure to secure permit

12.10.080 Exemption for installation of sidewalks

12.10.090 Duty of Public Works Supervisor

12.10.100 Violations

12.10.010

Applicability

This code shall apply only to sidewalks located within the public right of way.

12.10.020

Definitions

For purposes of this chapter:

A. "Sidewalk" shall mean a walk or footway for pedestrians constructed out of material other than the ground traversed by the walk or footway and located in the public right of way.

B. "Nonconforming sidewalk" shall mean:

Any sidewalk constructed that is not in conformance with the City of Brookings General Engineering Requirements and Standard Specifications.

12.10.030

Declaration of the City's jurisdiction over sidewalks

The City of Brookings claims, maintains, exerts, and reserves jurisdiction over all sidewalks *within the public right of way* of the city of Brookings.

12.10.040

Prohibition against blocking sidewalks

Except for over night placement of trash cans for weekly garbage removal it shall be prohibited to obstruct or in any way restrict the width of the sidewalk unless specifically approved by the Site Plan Committee.

12.10.050

Prohibition of nonconforming sidewalk

From and after the date of passage and the effectiveness of the ordinance codified in this chapter, no person, firm, or corporation shall construct or maintain a nonconforming sidewalk upon any public *right of way* within the corporate limits of the City of Brookings. [Ord. 55-O-073 § 4.]

12.10.060

Prohibition for constructing sidewalk without permit

No owner or owners of property located within the corporate limits of the City of Brookings, or person, firm, or corporation shall construct a sidewalk, or excavate any ground for the purpose of construction of a sidewalk thereon, without first having applied for and received from the City Public Works Department a permit for such construction and excavating. [Ord. 55-O-073 § 5.]

12.10.070

Procedure to secure permit

A written application shall be made to the City Manager or his designee. The application shall be reviewed and if the provisions of this chapter have been met a permit shall be issued within 30 days. If the application is deemed incomplete the applicant shall be notified in writing within 20 days of submittal.

12.10.080

Exemption for installation of sidewalks

Unless a project meets the exemptions listed in BMC 17.04.050 or is specifically exempted by the Site Plan Committee, a conforming sidewalk must be constructed abutting all street frontages.

12.10.090

Duty of City Public Works Supervisor

It shall be the duty of the City Public Works Supervisor to periodically inspect the condition of all sidewalks in the city. He shall periodically make a report of such inspection to the City Manager. He shall set forth and describe all nonconforming sidewalks that he has discovered, prior to the date of his report, and submit the same to the City Manager. [Ord. 55-O-073 § 7.]

12.10.100

Violations.

A violation of any section of this chapter shall be punishable as stated in BMC 1.05.010.

EXISTING CODE

Chapter 12.10 SIDEWALKS

Sections:

<u>12.10.010</u>	Definitions.
<u>12.10.020</u>	Declaration of the city's jurisdiction over sidewalks.
<u>12.10.030</u>	Grade of sidewalks.
<u>12.10.040</u>	Prohibition of nonconforming sidewalk.
<u>12.10.050</u>	Prohibition for constructing sidewalk without permit.
<u>12.10.060</u>	Procedure to secure permit.
<u>12.10.070</u>	Duty of city works superintendent.
<u>12.10.080</u>	Procedure to vacate nonconforming sidewalks.
<u>12.10.090</u>	Material specifications.
<u>12.10.100</u>	Minimum width of sidewalks.
<u>12.10.110</u>	Subgrade preparation for sidewalks.
<u>12.10.120</u>	Sidewalk construction minimums – Curb construction minimums.
<u>12.10.130</u>	Miscellaneous data – Finishing – Expansion joints.
<u>12.10.140</u>	Reservation of the city's right to change specifications.
<u>12.10.150</u>	New commercial building required sidewalks.
<u>12.10.160</u>	Violations.
<u>12.10.170</u>	Penalty.

12.10.010 Definitions.

For purposes of this chapter:

A. "Sidewalk" shall mean a raised walk or footway for pedestrians constructed out of some other material other than the ground traversed by the walk or footway.

B. "Nonconforming sidewalk" shall mean:

1. Any sidewalk that is built or constructed upon any property within the corporate limits of the city of Brookings upon any grade which has not been previously established by the city of Brookings.

2. Any sidewalk for which a written permit has not been issued by the city to the owner of the property upon which any sidewalk has been built or constructed prior to the building or construction of said sidewalk.

3. Any sidewalk which is not built and constructed out of any material not approved by the city of Brookings, or surfaced in any manner not approved by the city of Brookings, or any sidewalk which has been built and constructed or maintained in such shape or condition or repair as to render the sidewalk dangerous, unsafe, or unfit for use of pedestrians.

4. Any sidewalk which, by its continuance, damages or adversely affects the use of any connecting sidewalk on the property of another or which shall obligate the owner or owners of any connecting sidewalk to the payment of any cost or expense by virtue of said damage or adverse effect. [Ord. 55-O-073 § 1.]

12.10.020 Declaration of the city's jurisdiction over sidewalks.

The city of Brookings, for the protection of the public welfare, for the safety of the public, and for the best interest of the city, hereby declares that the city of Brookings, Oregon, possesses, claims, maintains, exerts, and reserves unto the city complete and full jurisdiction over and unto all sidewalks now, or hereafter, constructed or built within the corporate limits of the city of Brookings. [Ord. 55-O-073 § 2.]

12.10.030 Grade of sidewalks.

The grade of each and all of the sidewalks constructed and maintained upon any property located within the corporate limits of the city of Brookings, shall be the grade thereof as the same is established under such rules and regulations as the council may, on its motion, provide. The council shall have the right to establish the grade of any sidewalk along any street or alley, and upon any block, or lot contained in said block, or upon any other property within the corporate limits of the city. Any sidewalk not constructed or maintained upon the grade here set forth shall be a nonconforming sidewalk. [Ord. 55-O-073 § 3.]

12.10.040 Prohibition of nonconforming sidewalk.

From and after the date of passage and the effectiveness of the ordinance codified in this chapter, no person, firm, or corporation shall build, construct, or maintain a nonconforming sidewalk upon any property, or along, adjacent to, or parallel to any street or alley, within the corporate limits of the city of Brookings. [Ord. 55-O-073 § 4.]

12.10.050 Prohibition for constructing sidewalk without permit.

No owner or owners of property located within the corporate limits of the city of Brookings, or person, firm, or corporation shall build or construct a sidewalk, or excavate any ground for the purpose of building or construction of a sidewalk thereon, without first having applied for and received from the city works superintendent a permit for such building, construction, and excavating. [Ord. 55-O-073 § 5.]

12.10.060 Procedure to secure permit.

Any owner of property located within the corporate limits of the city of Brookings, or any person, firm or corporation desiring to build, construct or excavate for a sidewalk within said corporate limits, shall substantially comply with the following procedure. An application in writing shall first be made to the city works superintendent, setting forth the description of the land upon which a sidewalk is to be constructed or built, and upon which the excavation, if any, therefor is to be made. This application shall also set forth the material to be used in the said constructing and building together with a brief statement as to how the sidewalk is to be established. The city works superintendent shall consider the application, and if it appears to him that the provisions of this chapter have been substantially complied with by the applicant, he shall issue a permit to the applicant to build, construct and excavate to the extent that such excavation is necessary to accomplish the purpose applied for, the said sidewalk. [Ord. 55-O-073 § 6.]

12.10.070 Duty of city works superintendent.

It shall be the duty of the city works superintendent to periodically inspect the condition and shape of repair of all sidewalks in the city. He shall periodically make a report of such inspection to the council. He shall diligently, in his said report, set forth and describe all nonconforming sidewalks that he has discovered, prior to the date of his report, and submit the same to the council. [Ord. 55-O-073 § 7.]

12.10.080 Procedure to vacate nonconforming sidewalks.

The council may, at its own motion, or upon the submission to it of a report by the city works superintendent, find that a nonconforming sidewalk exists and is being maintained within the corporate limits of the city of Brookings. Upon the adoption of

such finding, or the acceptance of the report of the city works superintendent covering the existence of a nonconforming sidewalk, the council may, on its motion, order a notice to be prepared and personally served upon the owner or owners of the property upon which said nonconforming sidewalk exists or is being maintained. This notice shall be signed by the city recorder, and contain a brief statement of the complaint. This notice shall summon all adverse parties to appear at a date, time, and place which shall not be less than 10 days after the said date of said service, and show cause why the sidewalk constructed, built, or being maintained upon the property should not be declared a nonconforming sidewalk under this chapter. In the event the party or parties upon whom this notice has been served shall appear before the council before the date set forth in said notice for them to appear and make a satisfactory showing to the council that the nonconforming sidewalk has been brought into the status of an approved sidewalk, and that all of the provisions of this chapter have been obeyed and complied with, the council may, at its motion, vacate the proceedings. Otherwise the council shall hold its hearing upon the complaint on the date and at the time and place set forth in the aforesaid notice. From the evidence introduced before it at the said hearing of said notice, the council shall adjudicate the matter before it. If the council shall find that the sidewalk complained of in said notice is a nonconforming sidewalk as the same is defined in this chapter, the council shall have issued its order commanding each and every person upon whom the said notice has been served, as hereinabove provided, to repair the sidewalk, reasonably described and complained of, under such conditions as the council shall set forth in said order, and to remove the said sidewalk from the status of a nonconforming sidewalk, or, at its motion, command each and every person, upon whom the said notice was served, to remove the said nonconforming sidewalk in its entirety. A copy of this order shall be served personally upon all of the parties named in the original notice to show cause, or, if it is impossible to make such service within the corporate limits of the city of Brookings, service of the said order may be made by and through the United States mail by addressing the order to the last known address of the party, or parties, hereinabove required to be served with a copy of said order. The time in which the party, or parties, shall be ordered to comply with the said order shall not be less than 10 days or more than 15 days from the date of said order. This said order shall be signed by the mayor and the city recorder and shall be dated. For the protection of the public welfare and safety and pedestrians, and for the purpose of giving public notice that the said sidewalk complained of in the aforesaid notice, and commanded in said order to be repaired or removed, is a nonconforming sidewalk, and as a warning to the public that the said nonconforming sidewalk is dangerous to, and unsafe for, the use as a walk or footway; and in the event that the person or persons to whom the said order is directed shall either fail or refuse to fully comply with and obey the said order within the period of time therein set forth for the same to be obeyed, the city of Brookings shall have the right to build and erect a fence, of such height as the council shall decide, around the sidewalk described and set forth in said order, and to post not less than two signs thereon which shall substantially warn all pedestrians that this said sidewalk is a nonconforming sidewalk under this chapter, that it is dangerous and unsafe to be used as a walk or footway, and that the city of Brookings denies that it has either approved of the said sidewalk or has consented that it be built or constructed and, further, that the city of Brookings shall not be obligated to, nor does it agree to, the payment of any sum of money whatsoever for injuries or damages sustained by any person or persons who thereafter are injured or damaged as the result of their use of the said sidewalk, so fenced in, as a walk, footway, or for any other purpose. No

person, firm or corporation whomsoever, shall, in any manner or degree, move, relocate, break down, destroy, or remove this said fence erected by the city of Brookings, or attempt so to do. [Ord. 55-O-073 § 8.]

12.10.090 Material specifications.

All sidewalks, curbs and curbs and gutters shall be constructed of concrete with the following minimum characteristics:

One part Portland cement;

Three parts sand;

Four parts gravel;

Five sacks transit or ready mix; 2,500 pound test mix.

[Ord. 66-O-186; Ord. 55-O-073 § 9.]

12.10.100 Minimum width of sidewalks.

The minimum width of any sidewalk hereinafter built or constructed shall be five feet, except as the following states or as the mayor and the city council shall deem important and proper, now or hereafter:

Street	From	To	Width
Chetco Avenue (southerly side)	Alder Street	Easy Street	8 feet
Chetco Avenue	Oak Street	Arnold Lane	8 feet
Oak Street (westerly side)	Chetco Avenue	Pacific Avenue	8 feet
Easy Street (southerly side)	Fern Avenue	Pioneer Road	8 feet
Easy Street (northerly side)	Fern Avenue	Pioneer Road	6 feet
Fern Avenue (easterly side)	Chetco Avenue	Easy Street	8 feet
Center Street	Chetco Avenue	Railroad Street	6 feet
Spruce Street	Center Street	Wharf Street	6 feet
Wharf Street	Spruce Street	Chetco Avenue	6 feet
Pacific Avenue (both sides)	Fern Street	Pioneer Road	8 feet
Azalea Park Road	Oak Street	Old Co. Road	6 feet

[Ord. 66-O-186; Ord. 55-O-073 § 10.]

12.10.110 Subgrade preparation for sidewalks.

A. The foundation of all sidewalks and curbs and gutters shall consist of thoroughly tamped earth brought to the proper grade to receive the construction it is intended to support. Should any filling be required it shall be of such a character and so placed and settled that it will not practically settle after construction shall be built on it. The top of the subgrade shall extend six inches on either side of the sidewalk. The subgrade shall be thoroughly wetted before the concrete is placed upon it.

B. All sidewalks and curbs, curbs and gutters shall be built within forms of such size and character to support the concrete being formed. [Ord. 66-O-186; Ord. 55-O-073 § 11.]

12.10.120 Sidewalk construction minimums – Curb construction minimums.

A. The minimum finished thickness of any sidewalk shall be three and five-eighths

inches in all areas where normal pedestrian foot travel is in evidence. In commercial areas where heavy hand truck or power operated fork lifts are used, the minimum finished thickness of the sidewalk shall be five and five-eighths inches; the minimum finished thickness of the sidewalk at all driveway approaches and the minimum thickness of all driveway approaches between the curblines and the right-of-way line shall be five and five-eighths inches.

B. All sidewalks shall be laid with a fall toward the curb of one-quarter inch per foot and shall meet the curb flush with the top thereof at all street intersections, if possible and practicable.

C. The minimum radius of curvature for all curb returns at street intersection shall be 10 feet.

D. The minimum curb dimensions are as follows:

Top of curb	6 inches
Base of curb	8 inches
Height of curb	16 inches, plus
*Curb exposure, face	6 inches
(See Figure 1 for standard curb section)	
*Adequate allowances must be made for the addition of up to two inches of either asphaltic concrete or concrete overlay upon the street if permanent paving has not yet been installed.	

E. For a curb and gutter section, the portion of curb above the street surface is to be the same as for a curb as above stated. The gutter slab is to be 24 inches in width, measured from the back of the curb to the face of the slab. The gutter slab shall be six inches minimum in thickness and at all times not less than the thickness of the pavement, should the pavement thickness exceed six inches.

F. Approximately a two-inch radius should be used between the slab section of the gutter and the curb section to provide for ease in cleaning. (See Figure 2 for standard curb and gutter section).

G. The gutter slab shall fall towards the curb with a slope of one inch in 12 inches.

H. The Figures 1 and 2 above referred to are reproduced and attached to the ordinance codified in this chapter as "Exhibit A", and hereby made a part of this chapter as though set out in full and at length herein. [Ord. 66-O-186; Ord. 55-O-073 § 12.]

12.10.130 Miscellaneous data – Finishing – Expansion joints.

A. All sidewalks shall be divided into blocks not to exceed five feet by 10 feet in length; each joint shall be cut entirely through the walkway and all cuts shall be smoothly rounded and the surface of the slab shall be broom finished.

B. Expansion joints shall be placed along the sidewalk at intervals not to exceed 35 feet; the joints shall be made by means of a prepared bituminous felt material one-fourth inch thick, the top of the felt shall be flush with the surface and with the edges of the sidewalk.

C. Expansion joints shall be provided for at 15-foot intervals for curbs and curb and gutter sections; the expansion joint shall be made by means of a three-sixteenths of an inch premolded expansion material of paper (expansion) or bituminous felt material. Slip dowels in curbs or curb and gutter sections will be required upon

requirements of the engineer in charge for the city.

D. Sidewalks shall receive a curing period of a minimum of 72 hours, during which time the concrete shall be protected against premature curing with burlap mats frequently sprinkled with water, sawdust frequently sprinkled with water, or by other methods approved by the engineer in charge for the city.

E. No sidewalks, curbs or curbs and gutters shall be constructed when the air temperature is below 35 degrees Fahrenheit.

F. All sidewalks, curb and curb and gutter work areas shall be adequately barricaded to prevent personal injury to persons or property.

G. The city reserves the right to take samples of any sidewalk, curb or curb and gutter for the purpose of examination and testing; the city may remove any section for the purposes above stated not to exceed one block removed for each 100 feet of walk or curb or curb and gutter. The contractor shall be responsible for the immediate replacement of such block or blocks removed within 48 hours. All removals by the city for testing and/or examination shall be made within three days after the completion of any part thereof. [Ord. 66-O-186; Ord. 55-O-073 § 13.]

12.10.140 Reservation of the city's right to change specifications.

The city reserves the right, by motion of the mayor and council, to revise, change, or require additions or alterations to any of the previously stated specifications, when in their judgment the health, safety, and welfare of the community warrant such actions. [Ord. 66-O-186; Ord. 55-O-073 § 14.]

12.10.150 New commercial building required sidewalks.

When any new commercial buildings are erected or an existing commercial building is enlarged, remodeled, or altered at a cost of more than 50 percent of its fair market value at a location where there is a curb in the street facing the property on which the commercial building is erected or altered the sidewalk must also be installed across the property as a part of the construction, and the building permit shall be so conditioned. [Ord. 66-O-186; Ord. 55-O-073 § 15.]

12.10.160 Violations.

The violation of any section of this chapter shall constitute a separate offense and the violations of any section of this chapter shall be cumulative. Each and every day whereon any of the sections of this chapter shall be violated by any person shall constitute a separate offense. [Ord. 66-O-186; Ord. 55-O-073 § 16.]

12.10.170 Penalty.

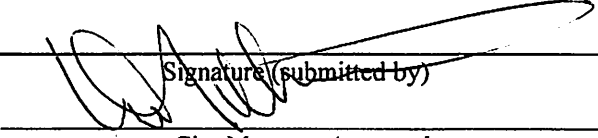
Any person found guilty of a violation of this chapter shall, for each and every violation hereof, be punished by a fine of not more than \$100.00 or by imprisonment in the city jail for not more than seven days or by both such fine and imprisonment. [Ord. 66-O-186; Ord. 55-O-073 § 17.]

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 8, 2008

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Waiver of Fees for Safe Routes to Schools Project

Recommended Motion: Motion to waive the permit, plan review and inspection fees for the Easy Street Safe Routes to School Project.

Financial Impact: Waiver of \$25,000 in fees; City would provide plan review and inspection services at no charge.

Background/Discussion:

The local Safe Routes to Schools Committee has been meeting for several months to develop projects for grant application submittal under the Oregon Safe Routes to School grant program.

The Committee has recommended applying for two grants at \$250,000 each (total \$500,000) to reconstruct Easy Street between Pioneer and Fern with sidewalks and bicycle lanes on both sides. The Committee has recommended ~~two~~ projects as the School District and the City are eligible for a maximum of two projects totaling \$500,000.

As a part of the grant consideration, the funding agency requires some form of local participation. The Committee is requesting that the City waive the permit, plan review and inspection fees for this project, which are estimated at \$25,000.

Attachment(s): Letter from Brookings Harbor School District



BROOKINGS-HARBOR
Offering Hope, Possibility and Opportunity.

District Administration Office

629 Easy Street
Brookings, OR 97415
541 469-7443
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www.brookings.k12.or.us

November 5, 2008

City of Brookings
Attention: Mayor Anderson and the Brookings City Council
898 Elk Drive
Brookings OR 97415

Dear Mayor Anderson and Members of the Brookings City Council:

As you are aware the Brookings-Harbor School District and the City of Brookings have convened a committee to apply for two \$250,000 grants from the Oregon Safe School Route funds. These grants, if approved, would provide for the construction of sidewalks and bike lanes on routes identified by the committee as needing upgrading for safety as children go to and from Kalmiopsis and Azalea Schools.

The Safe Route to School Committee has requested the district to petition the City to waive the fees in regard to these project should the grant application(s) be successful. Should the committee receive both grants, the city fees would amount to \$25,000. Our community team members have requested this so that all of the funds of the grant could go toward the improvement of these routes to school.

Most of the dollars of the grants are for sidewalks, widening the streets to provide bike lanes, curbs, gutters, etc. which will benefit the district as well as the citizens of Brookings. But the true winners will be the kids who will have safer routes to school. They will be able to walk on sidewalks and ride their bikes in designated bike lanes.

Therefore, on behalf of the Brookings-Harbor School District, I request the City to waive the fees for these projects should the grant be awarded to our community. The members of the Safe Route to Schools committee are: Neil Walker, Roy Steward, Aaron Cooke, Suzanne Mutch, Brian Hodge, Bev Rose, Chris Wallace, Donny Dotson, Bill Sharp, Jim Watson, Richard Christensen, John Cowan, Linda Morgan, Linda Bernard, Mike Cooper and Jake Pieper.

On behalf of the committee, I appreciate your consideration.

Very truly yours,

John Garner, Superintendent
Brookings-Harbor School District 17-C

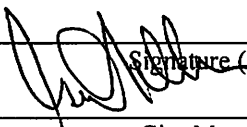
c: Board of Education
Safe Route to Schools Committee Members

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: November 10, 2008

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Golf Course Lease Agreement with Claveran Group

Recommended Motion: Motion to authorize the Mayor to execute First Amended Lease Agreement with the Claveran Group, LLC, with respect to the Salmon run Golf Course

Financial Impact: None

Background/Discussion:

At its meeting of July 28, 2008, the City Council approved a number of amendments to the 1998 Lease Agreement with Felix Claveran. These changes have been incorporated into a new Lease Agreement document.

The Lessee has now requested that the name of the lessee be changed from Felix Claveran "and the parties and entities who or which are or will be obligors or guarantors of any construction debt described in this lease agreement" to The Claveran Group, LLC. The reason for this change is that the principals in the project have reorganized into a limited liability corporation.

Attachment(s): First Amended Lease Agreement

FIRST AMENDED
LEASE AGREEMENT

ARTICLE 1

IDENTIFICATION OF PARTIES/ENTITIES AND
DESCRIPTION OF LEASED PREMISES

Section 1.00 Identification of Parties:

Lessor: CITY OF BROOKINGS, OREGON, a municipal corporation; 898 Elk Drive, Brookings Oregon 97415

Lessee: The Claveran Group, LLC; 99040 S. Bank Chetco River Rd.

Section 3.00 Description of Leased Premises:

The real property described on attached Exhibit "A", incorporated herein by this reference.

ARTICLE 2

RECITALS

THIS LEASE AGREEMENT made and entered into effective the 17th day of February, 1998, by and between Lessor and Lessee identified above;

WHEREAS, Lessor is the owner of approximately 182 acres of land located four miles east of Brookings in Jack Creek Valley, a tributary of the Chetco River, all property being described more particularly in Article 1, Section 3.00 above, and desires to lease the entire 182 acres to Lessee for the purpose of constructing, developing and operating a public golf course and related structures (as specified herein or later approved in writing by Lessor), including RV pad sites, at Jack Creek. The construction, buildings and related improvements are referred to herein as the "Golf Course" or the "Project".

WHEREAS, Lessee wishes to lease the 182 acres of land for the purpose of constructing, developing and operating the Golf Course from Lessor according to certain specified terms and conditions;
NOW, THEREFORE, it is agreed between the parties as follows:

ARTICLE 3

TERM

The term of this lease shall commence on February 17, 1998, and continue for a period of sixty (60) years, unless sooner terminated as hereinafter specified. Lessee's rights to occupancy and possession of the leased premises are subject to the requirements of Article 30 of this lease agreement. If this lease agreement is not then in default, Lessee shall have the option to renew the lease as set forth in Article 28.

ARTICLE 4

PAYMENTS TO LESSOR

Section 1.00 .Rent:

Lease rent shall commence to be paid by Lessee to Lessor four (4) years after the initial construction debt incurred by Lessee has been paid, but not later than twelve (12) years from the date of execution of this lease agreement. Prior to any construction or development activity on the leased premises, Lessee shall furnish written proof to Lessor of the total amount of the construction debt, including written loan approvals and related disbursement authorizations, from each of Lessee's lenders. Lessee shall not increase the amount of the construction debt, or extend the terms for repayment of the debt without Lessor's prior written consent. Upon complete repayment of the initial construction debt, the following rent payment schedule shall become effective and rent shall be paid by Lessee to Lessor at 898 Elk Drive, Brookings, Oregon, or such other address as may hereafter be designated by Lessor:

Annual Rent Payment Schedule

Year 1:	\$20,000
Year 2:	\$25,000
Year 3:	\$30,000
Year 4:	\$35,000
Year 5:	\$40,000
Year 6:	\$45,000
Year 7:	\$50,000

Commencing in Year 8, and in each year thereafter during the original term of this lease, Lessor shall increase and adjust the rent in the same percentage as the increase, if any, in the Consumer Price Index ("Index") published by the U.S. Bureau of Labor Statistics (Us City Average [CPI-U] Schedule) and Lessee shall pay the adjusted rent to Lessor. The increase shall be computed by comparing the Index figure for the same month in the preceding year with the Index figure for the month in the year for which the adjustment is computed. For example, if the Index for March of the preceding year was 151.4 and if the Index for the following year is 155.7, the increase would be 2.8% and rent would be increased from \$50,000 to \$51,400. In no event will the adjustment from one year to the next year exceed 5%, and in no event will the Index be used to decrease rent payable by Lessee to Lessor. If the Index cited above is revised or discontinued during the term of this lease, then the Index that is designated to replace it by the U.S. Bureau of Labor Statistics shall be used.

Annual rent payments shall be payable in advance and shall begin on the first day of the first month four (4) years after Lessee has repaid the initial construction debt, but not later than twelve (12) years from the month of execution of this lease agreement, whichever occurs first. Rent shall be paid in lawful money of the United States of America.

Section 2.00 .Late Payment of Rent:

If Lessee fails to pay any rent when due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of seven and one-half percent (7.5%) per annum.

ARTICLE 5

[ARTICLE INTENTIONALLY LEFT BLANK]

ARTICLE 6

CONSTRUCTION AND ALTERATIONS

Section 1.00 .Lessee's Obligation:

Lessee shall, at no cost to Lessor, be responsible for making all reasonable Golf Course site improvements, and designing, developing and constructing all reasonably appropriate structures that are necessary to create a successful Golf Course operation in conformance with this lease agreement. Lessee will extend its best efforts to utilize, as available and appropriate, businesses within the Brookings area provided such items are cost competitive with other bids. All constructions, installations,

LEASE AGREEMENT .3

improvements, additions, alterations and decorations made by Lessee to and upon the leased premises shall become the sole property of Lessor upon termination of this lease.

Section 2.00 .Right to Review Construction/Alterations and Improvements:

All Lessees designs, improvements and construction plans allowed by this lease agreement as well as any new proposals, alterations, or improvements that may occur in the future shall be reviewed with Lessor before Lessee commences the project, and are subject to Lessor's prior written consent. Lessee shall strictly comply with all plans and specifications approved by Lessor. Lessee may, at any time and at its sole expense, install and place business fixtures and equipment within any building constructed by Lessee. Lessor shall not unreasonably withhold consent as to construction proposals, alterations or improvements.

Section 3.00 .Construction Requirements:

Improvements and construction shall consist of at least, but not be limited to, the following:

3.01 18-hole regulation-length golf course of approximately 6,500 yards in length, with par of 70 to 72, having ample space for multiple tees stations to fit players of various skill levels and providing variation in the playing distances of the Golf Course;

3.02 Permanent automatic irrigation system for all fairways, tees, greens, and quick coupler irrigation system for all fairways and other landscaped areas;

3.03 Maintenance building of permanent construction with sufficient space for office and work area for the Golf Course superintendent and crew and sufficient storage space for seed, fertilizers, chemicals, golf course maintenance equipment and any other item(s) needed or required for Golf Course operation;

3.04 Putting greens of 6,000 to 6,500 square feet developed according to United States Golf Association (USGA) specification and seeded with the specie of bent grass suited to the area;

3.05 Tees and fairways seeded with a mixture of moderate weather grasses best suited to the area;

3.06 Driving range with a minimum of 10 stations with grass and artificial turf mats to accommodate practice during most weather

conditions. The driving range will also include putting, pitching and chipping facilities and practice areas;

3.07 Full-service clubhouse including at a minimum 4,000 square feet, providing at a minimum a pro shop, a dining area and kitchen, display areas, men's and women's handicap accessible restrooms and management offices;

3.08 All construction work shall be performed in accordance with legal requirements and in a good and reasonable manner. The term "legal requirements" includes all present and future laws, ordinance, orders, rules, regulations and requirements of all federal, state and municipal entities, departments and agencies. Lessor, and Lessor's agents, shall have the right to inspect the work at reasonable times and in a manner that minimizes any interference with work. Lessee shall not suffer or permit any liens to attach to the leased premises by reasons of any work, labor, services or materials done for or supplied to the premises during the term of this lease agreement.

Section 4.00 .Construction Schedule:

Subject to Section 6.00, construction shall proceed according to the schedule set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference.

Section 5.00 .Performance Bond:

Lessee shall provide a performance bond to Lessor, in a form and by a U.S. Treasury listed surety company satisfactory to Lessor, in the amount of the cost of the Golf Course grading (which includes heavy earth moving, clearing and grubbing, brush removal, rough and fine earth sculpting, shaping, rock removal, raking, planting, and lakes, ponds, rough and sand trap construction) and irrigation system installation (together which are estimated by Lessee to be approximately 80% of the total cost of the Golf Course Project) to assure completion of this construction phase of the Project. The bond shall be issued by a surety company authorized to issue such bonds in the State of Oregon. The bond shall bind the principal and surety to the true and faithful performance of the obligation to complete the design, construction, installation and operation of the grading and irrigation system, to satisfy all claims and demands incurred under this obligation, to indemnify, defend and hold Lessor harmless from all costs, damages and fees it may incur by reason of the failure to do so and to reimburse Lessor for all outlay, cost, expenses and fees which Lessor may incur in making good any default.

The bond shall be delivered by Lessee to Lessor at least ten days before Lessee occupies the leased premises for the

purpose of the commencement of construction. Construction may not begin until Lessor has reviewed and approved the performance bond.

Lessor shall release the bond and surety upon satisfactory proof by Lessee that the obligations set forth in this section have been satisfied. Such proof shall include a written certification from the project engineer that the grading and irrigation system have been completely installed and are fully operational for the purposes and requirements of the golf course described in the lease agreement, and will remain operational for the reasonably anticipated life of the system, and that all construction bills have been paid and satisfied.

Section 6.00 .Occupancy and Use of the Property by Lessee:

Lessee shall strictly adhere to the requirements of Article 30 of this lease agreement relating to occupancy and use of the leased premises.

Section 7.00 .Modifications to Schedule:

Lessee shall complete construction of the Golf Course Project by August 1, 1999. No modifications of this completion date will be allowed without the prior written consent of Lessor. Lessee shall notify Lessor in writing at least thirty (30) days prior to modifying any other part of the construction schedule set forth in Section 4.00 of this Article. Time is of the essence and, at all times, Lessee shall proceed with due diligence in adhering to the construction schedule.

Section 8.00 .RV Park and Residential Housing:

Subject to Lessee obtaining approval from governmental authorities at Lessee's sole expense, Lessee may develop, in connection with the Golf Course Project, up to four (4) residential buildings and a Recreational Vehicle (RV) Park with 16 full hook-up spaces. Lessee may, at its option, add up to an additional 32 RV spaces as necessary to accommodate patrons who use the Golf Course, but subject to Lessee obtaining approval from Curry County and other governmental authorities at Lessee's sole expense. Lessee must receive Lessor's written design and architectural approval in accordance with Article 6, Section 2.00 prior to construction of the RV park and/or the residential housing units. The following restrictions shall be enforced by Lessee in the management and operation of the RV park:

8.01 The facility shall be designated for short-term use with a maximum rental use time limit of ten (10) consecutive days in any one space; and

8.02 Priority in rental use shall be given to persons who intend to make use of the Golf Course facility.

ARTICLE 7

EQUIPMENT

Section 1.00 .Minimum Equipment to be Provided:

Lessee shall provide and maintain in good working order all personal property that is necessary to successfully operate the Golf Course. Lessee shall provide at a minimum, the following:

- 1.01 Golf Course maintenance equipment.
- 1.02 Pro shop and clubhouse furnishings, fixtures and equipment.
- 1.03 Driving range tees and mats for alternate use during bad weather, enhanced by good quality balls.
- 1.04 Rental equipment clubs and carts.

Section 2.00 .Replacement of Defective or Worn Equipment:

Lessee shall at all times maintain the equipment described in Section 1.00 above in good condition and repair and shall replace all defective or worn out equipment.

ARTICLE 8

OPERATIONS AND SERVICES

Section 1.00 .Lessee's Scope of Management:

Lessee shall, under the terms and conditions of this lease agreement, be responsible for all Golf Course and other operations occurring on the leased premises, including, but not limited to, control and regulation of play, clubhouse services, food and beverage services. Lessee shall continuously operate all of the leased premises during the entire lease term with the ultimate purpose of providing the public with complete and continuous access to the leased premises and with sound business practice, due diligence and efficiency so as to produce the maximum gross receipts which may be produced by such manner of operation. Lessee shall provide a level of operation and service

LEASE AGREEMENT .7

equal to standards set by other championship quality Oregon public golf courses.

Section 2.00 .Business Hours/ Staff:

Lessee shall operate and keep the Golf Course facilities open to the public during such days and hours as are prudent and compatible for championship quality public golf courses in Oregon. The dining facilities and/or a snack bar will be open for lunch seven days a week and dining facilities for dinner will be available as demand permits. For the entire term of this lease agreement, a professional manager, or competent representative acting for and on Lessee's behalf, shall be present and on duty at said Golf Course each and every day that the Golf Course is open.

Section 3.00 .Safety:

Lessee shall at all times during the term of this lease agreement provide adequate security and safety measures necessary to protect the property and any persons, including Lessee's employees, invitees, agents, and members of the general public, from risk of harm arising from Lessee's use of the leased premises.

Section 4.00 .Non-Discrimination:

Lessee, or any agent or person claiming under or through Lessee, shall not discriminate against any person or group of persons based on race, color, sex, creed, marital status, national origin, ancestry, religion, political belief or physical handicap in employment practices, contracting and subcontracting practices or in making the leasehold facilities and services available to any person or group of persons.

Section 5.00 .Limitations on Operation of Business:

Lessee's operation of the Golf Course is limited solely to the terms and conditions of this lease agreement. No modifications of the terms and conditions of this lease agreement are permitted without the express written consent of Lessor.

Section 6.00 .Minimum Services Requirements:

Lessee shall provide the following minimum services to the public:
6.01 Instructional programs by qualified professional staff trained by course professional/manager;

6.02 Rules and instructional clinics;

6.03 Support staff, recruited and trained from the local area by course professional/manager;

6.04 Attractively priced high quality food and service to accommodate customer demand; and

6.05 Club fitting and repair.

ARTICLE 9

PROGRAMS

Section 1.00 Minimum Program Requirements:

Lessee shall actively sponsor and maintain the following programs during its operation of the leased premises:

1.01 Brookings citizen discount golf fees;

1.02 Lifetime golf green fee and other privileges program for certain "Charter Members", as to be later determined by Lessee;

1.03 Senior citizen program for discounted green fees;

1.04 Use of course for practice and matches for schools;

1.05 - deleted

1.06 organized men's, women's and couples events;

1.07 Men's and women's club for events and handicapping;

1.08 Junior golf instruction and competition;

1.09 Interclub activities/promotions;

1.10 At least one annual Pro-Am tournament;

1.11 deleted

1.12 One invitational per year for the benefit of local citizenry, plus monthly events;

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1.13 Fund raising events for schools, service clubs and local needs available on request.;

1.14 deleted

1.15 deleted

ARTICLE 10

FINANCING

Lessee shall invest sufficient funds so as to develop a Golf course/facility as may be approved pursuant to Article 6, Section 2.0 of this lease agreement. Lessee shall finance the Golf Course project, at no cost to Lessor. In no event shall such financing impair the property ownership interest of Lessor in the leased premises, or result in a lien on the leased premises.

ARTICLE 11

RECORDS AND EXAMINATIONS

Upon written request from Lessor, Lessee shall promptly furnish to Lessor (a) copies of any loan approval documentation, (b) an affirmative statement from each lender that no property of Lessor is collateral or security for any loan, (c) an affirmative statement from each lender that this lease is or is not collateral or security for any loan, (d) any loan amount, and (e) any loan balance. Lessee shall direct each of its lenders to provide to Lessor copies of any default notices sent to Lessee concerning failures under the terms of the construction financing loan documents. At such time as the construction debt has been satisfied in full by Lessee, Lessee shall furnish written proof to Lessor that all sums owed to the lenders relating to the construction debt have been paid.

ARTICLE 12

MAINTENANCE AND REPAIR

Section 1.00 Lessee's Obligation:

Lessee shall keep all Golf Course and leasehold grounds and facilities in a clean, safe, sanitary condition and reasonably free from rubbish at all times, and in connection therewith shall assume complete responsibility for such janitorial service as may be necessary. Lessee shall be responsible for any and all repairs, maintenance and upkeep of the leased premises and shall not let the condition of the leased premises and/or its facilities deteriorate or fall into disrepair.

Lessee shall specifically be responsible for maintenance and repair of the following:

- 1.01 All Golf Course grounds;
- 1.02 All Golf Course maintenance equipment;
- 1.03 All buildings, structures and improvements; and
- 1.04 All rental and other equipment.

Section 2.00 Lessor's Right to Repair:

In the event Lessee fails or neglects to maintain and repair the Golf Course grounds as confirmed by a USGA Turf Official selected by Lessor and Lessee, or fails to maintain and repair the buildings, fixtures and equipment, Lessor may, at its option, elect to make the repairs at the sole cost and expense of Lessee and Lessee shall reimburse Lessor for any such expenditures on demand, with interest at the statutory rate then provided by Oregon law from the date of expenditure until repaid. The exercise of Lessor's right to repair as provided in this section shall be without waiver of Lessor's other rights in the event of Lessee's default as provided in this lease agreement. If Lessor and Lessee are unable to agree upon the name of a USGA Turf Official, then selection of a USGA Turf Official shall be made pursuant to Article 26 of this Lease Agreement.

ARTICLE 13

WASTE AND NUISANCE/TIMBER REMOVAL

Section 1.00 .Waste and Nuisance Not Permitted:

Lessee shall not commit or suffer to be committed any waste upon the Golf Course or any nuisance, unreasonable noise, odor, or other act or thing which may disturb the quiet enjoyment of any other person(s) or entities located on or near the Golf Course. Lessee shall not at any time, without prior written consent of Lessor, cut down any healthy trees on the leased premises and/or sell or remove from the leased premises any sand, gravel, soil, or minerals of any kind.

Section 2.00 .Tree Removal and Log Disposal:

During the process of development and construction of the Golf Course and any other development approved under Article 6, Section 2.00, any trees removed from the leased premises will be utilized by or incorporated into the development or maintenance of the facility.

Section 3.00 .Tree and Vegetation Removal:

Removal and proper disposal of shrubs, vegetation and trees up to 12 inches in diameter (measure at the ground) is allowed at lessee's discretion. Removal of trees in excess of 12 inches in diameter must be approved by lessor in writing in advance of removal.

ARTICLE 14

GOVERNMENTAL REGULATIONS

Section 1.00 .Licenses and Permits:

On the date of execution of this lease agreement, Lessor shall provide Lessee, at no cost to Lessee, the permits and governmental approvals identified on attached Exhibit "C" incorporated herein by this reference. Lessee has reviewed and fully understands the requirements of such permits and approvals. Lessee shall continue all such permits in full force and effect during the entire term of this lease, including renewal periods, and comply with all terms, requirements and conditions thereof. Lessor will assist Lessee in the acquisition of any additional permits, or governmental approvals as may be needed to construct the golf course facility and related structures. Lessor will assist Lessee in determining whether wetlands mitigation will be required for the anticipated Golf Course development. Lessee shall bear the expense of continuation of existing permits and approvals, acquisition of additional permits or approvals and any required mitigation determination and implementation.

Section 2.00 .Signs:

Lessee shall acquire all required signs pertaining to the operation of Lessee's business and at all times be in

LEASE AGREEMENT .12

compliance with ordinances or regulations then currently in effect governing the posting or placement of a sign. Subject to the requirements of municipal ordinances, Lessee may place directional signs to the golf course property within City limits. Furthermore, subject to city, county and state regulations, Lessee may place, at Lessee's expense, two (2) city-approved signs (one at each end of the main highway city limits)

Section 3.00 .Governmental Regulations:

Lessee shall, at no cost to Lessor, comply with and faithfully observe all requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, that pertain to the Golf Course premises and the activities of Lessee on those premises. Lessee shall meet or exceed the standards of the U.S. Army Corps of Engineers for wetlands protection and the standards of the Oregon Department of Fish and Wildlife (ODFW) for the protection of salmonid spawning and rearing habitat on the Golf Course site. Lessee shall cooperate with ODFW on the siting and construction of fish enhancement and demonstration projects on the Golf Course site. Lessee shall maintain all water rights and sources for irrigation of the Golf Course in accordance with county, state and federal requirements. Lessee shall indemnify, defend and hold Lessor harmless from any suits, actions, legal or administrative proceedings, demands, claims, penalties, fines, losses, damages, expenses, costs, assessment(s), fees or charges of any kind in the event of violation of any county, municipal, state, federal or other applicable governmental entity's standards, regulations, statutes or any other enforceable rule or law.

Section 4.00 .Environmental Concerns:

4.01 Lessee shall endeavor to retain the natural golf features and aesthetic beauty of Jack Creek Valley. Lessee shall work closely with various government agencies including, but not limited to, the Department of Fish & Wildlife, Water Resources, Environmental Quality, Salmon/Trout Enhancement Program (STEP) and the Army Corps of Engineers. Lessee shall not use any pesticides or fertilizers which require a permit, or allow any pesticides or fertilizers to run into Jack Creek.

4.02 Lessee shall at all time act in accordance with all environmental laws, including, but not limited to the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Solid Waste Disposal Act or any comparable state or federal statute or regulation promulgated under any state or federal law relating to protection of human health or protection for the environment.

4.03 Lessee shall indemnify, defend and save harmless Lessor from and against any suits, actions, legal or administrative proceedings, demands, or against all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property (including costs of studies, surveys, clean-up and any other environmental claim expense) or any loss to Lessor occasioned in any way by Lessee on the leased premises relating to hazardous substances on the leased premises, or by the negligent or intentional activities of Lessee during or after its occupation of the leased premises.

4.04 The indemnity provision specified in Section 4.03 above, as well as the indemnity provisions in all other sections of this lease agreement, include the obligation of Lessee to perform any remedial work, activity or other obligation required, ordered or requested by any agency, governmental authority or third person, or otherwise necessary to avoid injury or liability to any person or property, or to prevent the spread of pollution on or from the leased premises. This indemnity shall only apply to contamination caused by Lessee or Lessee's sub-tenants.

4.05 In the event Lessor incurs costs as described by Section 4.03 above or under any other indemnity provision of this lease agreement, Lessee shall, within thirty (30) days of the receipt of notice thereof, reimburse Lessor for all such expenses together with interest from the date of the expenditure at the rate of seven and one-half percent (7.5%) per annum.

Section 5.00 Compliance with Americans with Disabilities Act:

5.01 Lessee, in addition to compliance with all other laws, rules and regulations, shall comply with the provisions of Americans with Disabilities Act, 42 USC §12101 et seq and 42 USC 12111 et seq.

ARTICLE 15

TAXES, ASSESSMENTS AND FEES

Upon completion of the Golf Course construction, Lessee shall pay when due and before delinquency and the assessment of penalties or the accrual of interest, all taxes, fees, assessments, license fees, and other charges, hereinafter referred to as "taxes, that are levied and assessed against the leased real property and that are levied and assessed against personal property installed or located in or on the leased

premises. Lessor shall pay real property taxes and assessments to the date of Project completion.

Lessor covenants not to assess special fees or taxes on Lessee or Lessee's activities on the leased premises other than those which may be already provided for in Lessor's current assessments and taxes.

Lessee shall pay any applicable general business license taxes that may be required by a governmental unit.

Upon Lessor's written request, Lessee shall furnish Lessor with proof of payment of taxes.

ARTICLE 16

UTILITIES AND SERVICES

Lessee shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in or on the leased premises. In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the leased premises, except for Lessor's negligent conduct.

ARTICLE 17

INSURANCE AND INDEMNIFICATION

Section 1.00 Liability Insurance

Lessee shall, during the lease term, keep in full force and effect policies of commercial general liability and real and personal property damage insurance with respect to the leased premises and the business conducted by Lessee and any subtenants of Lessee on the leased premises, including, but not limited to, Lessee's improvements, equipment and/or alterations. The commercial general liability limits of insurance shall not be less than 1 million dollars per person and 3 million dollars per occurrence. The property damage coverage providing standard fire and extended coverage insurance shall have limits of not less than 100% of the property's actual cash value. Additionally, based on assurances provided by Lessor in Article 31, section (d) pertaining to the status of hazardous materials as well as the findings of a Phase I Environmental Report obtained by Lessor and provided to Lessee, Lessee agrees to obtain a separate insurance policy for environmental pollution liability policy liability

limits for such coverage shall not be less than \$1 million dollars per occurrence. The policy shall include covenants for environmental/pollution liability to the full extent of the limits of liability. The policy shall name Lessee as the named insured, and Lessor or any person(s) or entity designated by Lessor as additional insured, and shall contain a clause that the insurer shall not cancel or change the scope, amount or coverage of the policy without first giving Lessor thirty (30) days prior written notice. The insurance shall be with an insurance company authorized to do business in the State of Oregon, with a financial rating of at least a contingent "A" status as rated in the most recent edition of Best's Insurance Reports. A certificate of insurance shall be delivered to Lessor at the commencement of the lease term. Renewals of the policy shall be delivered to Lessor not less than 15 days before expiration of the current policy then in effect. If Lessee refuses or neglects to secure and maintain insurance policies complying with the provisions of this Section, Lessor may, but shall not be required to do so, secure and maintain such insurance policies and Lessee shall pay the cost thereof to Lessor, together with interest at the statutory rate then provided by Oregon law, as additional rent, upon demand, which action by Lessor shall be made without waiver of Lessor's other rights in the event of Lessee's default as provided in this agreement.

If the Phase I Environmental Report described in this section identifies adverse environmental conditions, either party may terminate this lease agreement prior to commencement of construction.

Section 2.00 .Review and Increase in Liability Coverage:

Lessee shall review and update the levels of the commercial general liability and property damage insurance on an annual basis and shall increase the coverage as necessary to reflect adequate and sufficient coverage for businesses similar to Lessee's location operation.

Section 3.00 .Workers' Compensation:

Lessee shall maintain at all times workers' compensation insurance for all Lessee's employees and shall comply with all workers' compensation rules, regulations, statutes and any other applicable laws.

Section 4.00 .Indemnification of Lessor:

Lessee shall indemnify Lessor and save Lessor harmless from and against: any and all claims, actions, damages, liability and expense, including attorney fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Lessee of the leased premises and common areas or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, lessees or concessionaires, invitees and guests. In case Lessor shall be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation but not to the extent that such injury is due to Lessor's negligence or gross misconduct.

ARTICLE 18

ASSIGNMENTS AND SUBLETS

Section 1.00 .Consent Required:

Lessee shall not voluntarily or involuntarily assign, mortgage, pledge, hypothecate or sublet this lease in whole or in part, nor license, franchise or sublet all or any part of the leased premises, without the prior written consent of Lessor in each instance. Lessor shall not unreasonably withhold such consent. Lessor's consent to any assignment or subletting shall not constitute a waiver of the necessity for such consent for any subsequent assignment or subletting. This prohibition against assigning, mortgaging, pledging, hypothecating, licensing, franchising or subletting shall be construed to include a prohibition against any such act by operation of law, legal process, receivership, bankruptcy or otherwise. Lessee shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Lessor in processing, reviewing, documenting or administering any request of Lessee for Lessor's consent required pursuant to this section. Lessor's consent to any subletting or assignment as contemplated herein does not in any way release Lessee from the payment requirements of Article 4. Notwithstanding any assignment or sublease, Lessee shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions of this

lease. Lessee shall have the right to pledge its interest in this lease agreement to a project lender, with the prior written consent of Lessor, for the sole purpose of security for financing the construction of the project contemplated by the lease, provided however that no pledge or assignment for construction financing shall create any rights, liens or interests in the leased premises superior to the interests of Lessor.

Section 2.00 .Ownership:

If at any time during the lease term any part or all of the ownership interest of Lessee shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective control of Lessee, Lessee shall promptly notify Lessor in writing of such change, and Lessor's consent to such change shall be required as provided in Section 1.00 above.

ARTICLE 19

SUCCESSORS

This lease agreement shall be binding on Lessor and Lessee and their heirs, executors, administrators, successors and to the extent assignable, Lessee's assigns. If there shall be more than one, all shall be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided in Article 18, Section 1.00 hereof. Nevertheless, Lessor may, at any time and with prior written notice to Lessee, make an assignment of its interest in this lease and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by the Lessor herein, Lessor and its successors and assigns (other than the assignee of this lease) shall be released from any and all liability hereunder.

ARTICLE 20

LIENS, CLAIMS AND ENCUMBRANCES

Lessee shall not create or permit to be created or to remain any lien, claim, encumbrance, tax or assessment against or upon the leased premises, improvements and fixtures, and will discharge immediately any such lien, claim, encumbrance, tax or

assessment, including, but not limited to, liens of mechanics, laborers or material, men for work or materials alleged to be done or furnished in connection with the design, construction, development, improvement, alteration and/or operation of the leased premises.

Lessee shall have the right to pledge its leasehold interest in this lease agreement for construction financing, subject to the requirements of Article 18.

Lessee shall have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanics', laborers' or materialmen's lien or claimed lien. In the event of such contest, Lessee shall give to Lessor reasonable security as may be demanded by Lessor to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the leased premises or any part thereof by reason of such nonpayment. On final determination of such lien or such claim for lien, Lessee shall immediately pay any judgment rendered, with all proper costs and charges, and shall have such lien released or judgment satisfied at Lessee's expense, and upon such payment and release or satisfaction, Lessor will promptly return to Lessee such security as Lessor shall have received in connection with such contest. If Lessee fails to resolve and satisfy the lien or claimed lien in a commercially reasonable and timely manner, Lessor may, following written notice to Lessee, use the security posted by Lessee to satisfy the lien or claimed lien. Lessor reserves the right to enter the leased premises to post and keep posted notices of non-responsibility for any such lien. Lessee shall pay, protect, defend and indemnify Lessor within ten (10) days after demand therefore, from and against all liabilities, losses, claims, damages, costs and expenses, including reasonable attorney's fees, incurred by Lessor by reason of the filing of any lien and/or the removal of the same.

ARTICLE 21

DEFAULT OF LESSEE

Section 1.00 Right to Re-enter:

In the event of the occurrence of any of the events listed below, Lessor, in addition to other rights or remedies it may have under Oregon law, including the right to declare a default, shall have the immediate right to re-entry and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice, and Lessor may resort to legal process

and without being deemed guilty of trespass, or becoming liable for any loss or damage which may occur thereby:

1.01 Failure to pay rental payments within sixty (60) days of the date due, failure to pay insurance premiums within sixty (60) days of the date due, or failure to continuously maintain all required insurance.

1.02 Failure to perform any other term(s), condition(s) or covenant(s) under this lease for more than sixty (60) days after Lessee receives written notice of such default; provided however no notice of default and opportunity to cure shall be required if during any twelve (12) consecutive month period, Lessor has already sent notice to Lessee concerning failure to perform the same covenant.

1.03 Lessee or Lessee's agent's falsification of any report or statement required to be furnished to Lessor pursuant to the terms of this lease agreement.

1.04 If Lessee becomes bankrupt or insolvent, or files for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee is insolvent and makes an assignment for the benefit of creditors.

1.05 Lessee's abandonment of the leased premises or failure to operate the leased premises for a period of thirty (30) continuous days following completion of construction.

1.06 If Lessee suffers this lease or the leased premises to be taken under any writ of execution.

1.07 If Lessee fails to commence construction of the Project by July 1, 1998, or fails to complete construction by August 1, 1999.

1.08 Failure of Lessee to maintain authority and lawful business status in the State of Oregon. Lessee shall furnish to Lessor, from time to time on request of Lessor, evidence of continued authority and business status.

1.09 Failure of Lessee to obtain prior written consent from Lessor as to any requirement of this lease agreement when such consent is required before Lessee undertakes action, subject to the notice requirements of Section 1.02.

Each of the events set forth in this section shall be considered an event of default and may result in exercise of remedies by Lessor.

Section 2.00 .Right to Re-let:

Should Lessor elect to re-enter as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this lease or relet the leased premises or any part thereof for such term or terms (which may be for a term extending beyond the lease term) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Upon each such reletting all rentals received by Lessor from such reletting shall be applied as follows:

2.01 To the payment of any indebtedness other than rent due hereunder from Lessee to Lessor;

2.02 To the payment of any costs and expenses of such reletting, including brokerage fees and attorneys fees, and of costs of any alterations and repairs;

2.03 To the payment of rent due and unpaid hereunder;

2.04 Any residue shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder.

Section 3.00 .Deficiency:

If any such rentals received from such reletting during any period are less than that to be paid during that period by Lessee hereunder, Lessee shall pay any such deficiency to Lessor.

Section 4.00 .Termination/Remedies:

No such re-entry or taking possession of the leased premises by Lessor shall be construed as an election on its part to terminate this lease unless a written notice of such intention is given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedies it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the leased premises, reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the

remainder of the lease term over the then reasonable rental value of the leased premises for the remainder of the lease term. All of such amounts shall be immediately due and payable from Lessee to Lessor. Lessor's remedies are cumulative, not exclusive; the election of one remedy does not constitute a waiver of any other remedies available to Lessor at law or equity.

Section 5.00 .Legal Expenses:

In the event of suit, action or proceeding to collect any sums due hereunder or to enforce any of the provisions of this lease, the prevailing party shall be entitled to collect from the losing party all expenses therefore, including reasonable attorney fees.

Section 6.00 .Mitigation of Damages and Right to Cure Defaults:

Lessor shall have no duty to mitigate damages arising in any way out of Lessee's failure to comply with any term, condition, covenant or agreement of this lease. At Lessor's election, Lessor may cure, at any time, with thirty (30) days written notice, any default by Lessee under this lease. If Lessor so elects, all costs and expenses incurred by Lessor, including reasonable attorney's fees, together with interest thereon at the statutory rate then provided by Oregon law, shall be paid by Lessee to Lessor on demand.

Section 7.00 .Miscellaneous Provisions Relating to Default of Lessee:

Section 7.01 .Ownership off Real Property Improvements:

In the event of default by Lessee and the re-entry of Lessor to the leased premises as provided in this Article, all of Lessee's right, title and interest in and to the improvements and fixtures constructed on the real property shall cease and those improvements and fixtures shall thereupon become the property of Lessor. Lessee shall have no further right to occupy or possess those improvements or fixtures on the real property in the event of such default.

Section 7.02 .Right to Sue More Than Once:

Lessor may sue Lessee to recover damages periodically during the remainder of the term of the lease in the event of default and no action for damages shall bar a later action for damages subsequently accruing.

Section 7.03 Remedies Not Exclusive:

The remedies for default provided in this Article shall be in addition to and shall not exclude any other remedy available to Lessor under Oregon law. Upon termination of the lease, Lessee shall join with Lessor in the execution of any instruments necessary to remove Lessee's interest in the lease and property from the record title, as well as the interest of any construction lender in the lease as allowed hereunder, and Lessee shall bear the cost of preparation of all such documents and recording.

ARTICLE 22

SURRENDER OF LEASED PREMISES

Section 1.00 Removal of Personal Property:

At the termination of this lease, or any renewal term thereof, Lessee shall remove all personal property, goods and effects from the leased premises which are not the property of Lessor, and shall surrender the leased premises, fixtures connected therewith, and all alterations, additions or improvements to or upon the leased premises, in good repair, order and condition, reasonable wear and tear excepted, and shall surrender all keys for the leased premises to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, safes, and vaults, if any, in the leased premises. Lessee authorizes Lessor to store in any public warehouse or elsewhere and in the name and at the risk and expense of the Lessee any of Lessee's personal property not so removed, or to sell at public or private sale, without notice, any or all of said property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property in the event Lessee has failed to retrieve the same following thirty (30) days written notice by Lessor requiring removal by Lessee. Lessor, by written notice, may elect to require Lessee, at its sole cost and expense, to perform the removal of such of Lessee's personal property.

ARTICLE 23

LESSEE HOLDING OVER

If Lessee remains in possession of the leased premises after the expiration of the lease term, or any renewal or extension thereof, and without the execution of a new lease, Lessee, at the option of Lessor, shall be deemed to be occupying

the leased premises as a tenant from month to month at a rental amount to be determined at the time of the holdover. Lessee shall remain subject to all conditions, provisions and obligations set forth in this lease agreement in so far as the same are applicable to a month-to-month tenancy.

ARTICLE 24

DESTRUCTION OF LEASED PREMISES

Section 1.00- Total Destruction:

In the event that the leased premises and buildings shall be totally destroyed by fire, flood or other casualty to the extent that the damage cannot be materially restored with due diligence within twelve (12) months from the date of destruction, Lessee may terminate this lease agreement by giving written notice to Lessor within thirty (30) days following such damage or destruction. If Lessee elects to terminate, this lease agreement shall cease and come to an end as of the date of such damage or destruction as though such date were the date originally fixed for the expiration of the term of this agreement. In the event of the termination of the lease agreement under this section, the proceeds of insurance received for damage or loss to the structures and improvements on the real property, if any, shall be paid to the parties in accordance with the following formula: Lessee's interest in the proceeds of insurance for damage or loss to structures or improvements shall be calculated by multiplying the amount of the insurance proceeds by a fraction, the denominator of which is 60 and the numerator of which is the number of years and parts of years remaining on Lessee's interest in the lease under the terms of this agreement (the maximum value of the numerator being 60). Lessor's interest in such insurance proceeds is the remainder of the insurance proceeds after application of the formula set out herein.

Section 2.00 .Partial Destruction:

In the event the leased premises and/or buildings are damaged by fire, flood or other casualty and such damage can be materially restored with due diligence in twelve (12) months following the date of destruction, Lessee shall have the obligation to repair the building or premises, as the case may be, as nearly as practicable to the same condition prior to such damage. The Lessee shall cause such repair to be commenced with all reasonable speed so as to complete the same at the earliest possible date. The Lessee agrees that any insurance proceeds received in connection with the damage shall be used for

repairing and rebuilding the leased premises and buildings and structures.

ARTICLE 25

EMINENT DOMAIN

Section 1.00 .Total Taking:

If the leased premises is taken by power of eminent domain by any public or quasi-public authority, this lease shall terminate as of the date of possession of such condemning authority. Lessee shall pay rent up to that date and Lessee shall be entitled to a refund of advanced payment of rent as of that date. Lessor covenants not to participate in favor of any condemnation of the property.

Section 2.00 .Partial Taking:

If less than all of the leased premises are taken by power of eminent domain, this lease shall terminate only as to the parts so taken as of the date of possession by the public authority. Rent for the leased premises shall be equitably adjusted, where applicable, to the extent that the taking by eminent domain has reduced the useable area required for Lessee's activities on the leased premises.

Section 3.00 .Eminent Domain Proceeds Division:

The proceeds received from the condemning public authority as compensation for the value of the property taken under power of eminent domain shall be distributed between Lessor and Lessee as follows: Any portion of a damage award made for land and/or improvements to the leased premises shall be distributed between Lessee and Lessor in accordance with the same formula specified for distribution of insurance proceeds set out in Article 24, Section 1.00.

ARTICLE 26

DISPUTE RESOLUTION

Lessor and Lessee agree that any disputes arising as a result of the terms and provisions of this lease agreement, or for enforcement thereof, shall be resolved by arbitration. The parties shall attempt in good faith to agree upon a single arbitrator to resolve the dispute, but if the parties are unable to agree promptly as to the name of one arbitrator, then each party shall designate the name of an arbitrator and the two

arbitrators shall select a third arbitrator and the arbitration shall proceed to be heard by the panel of three arbitrators. The arbitration shall proceed in accordance with the Oregon statutes governing arbitration (Oregon Revised Statutes Chapter 36) The arbitration proceeding shall be conducted in Brookings, Curry County, Oregon. The arbitrators' decision shall be final and binding and judgment may be entered thereon. If the parties agree as to use of one arbitrator, the parties shall share the fees and expenses of the arbitrator. If a three person arbitration panel is utilized, each party shall pay the fees and expenses of the arbitrator selected by that party and one-half of the fee of the third arbitrator.

ARTICLE 27

QUIET ENJOYMENT

Upon Lessee's payment of the rents herein provided and upon Lessee's observance and performance of all the covenants, terms and conditions, Lessee shall peaceably and quietly hold and enjoy the leased premises for the lease term without hindrance or interruption by Lessor or any other person(s) lawfully or equitably claiming by, through or under Lessor, subject, nevertheless, to the terms and conditions of this lease agreement.

ARTICLE 28

OPTION TO RENEW

At the conclusion of the original lease term of sixty (60) years, and provided that the Lessee is not in default under the terms of this lease agreement, Lessee shall have the option of renewing this lease for an additional fifteen (15) year period, provided that Lessee gives written notice to Lessor of its intent to renew at least six (6) months prior to expiration of the original term. The option shall be for all of the leased premises. If Lessee exercises this option to renew, all terms of the lease for the ensuing term shall be the same as the preceding term except for rent which shall be set either by agreement of the parties or by dispute resolution pursuant to Article 26. In no event shall rent be less than the rent specified in the last year of the original lease term. In selection of an arbitrator or panel of arbitrators to fix the amount of rent for the ensuing term, the parties shall designate qualified, independent real property appraiser(s) familiar with rental values for golf course operations in Oregon, California and Washington. The arbitrator may set rent for the ensuing term on a year to year escalation

formula, or any other basis that the arbitrator determines to be fair and reasonable under the circumstances then existing.

ARTICLE 29

MISCELLANEOUS

Section 1.00 .Time Is Of The Essence:

Time is of the essence of each and every provision and obligation of this lease agreement.

Section 2.00 .Entire Agreement:

This lease agreement and the exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as provided herein, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by the parties.

Section 3.00 .Applicable Law:

The laws of the State of Oregon shall govern the validity, construction, interpretation, performance and enforcement of this lease agreement.

Section 4.00 .Waiver:

The waiver by Lessor of any breach of any term, covenant or condition herein shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of such term or any other term, covenant or condition herein. The subsequent acceptance of rent hereunder by Lessor shall not be deemed a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease agreement, other than the failure of Lessee to pay the particular rental so accepted, regardless of the Lessors knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or conditions of this lease agreement shall be deemed waived by Lessor, unless such waiver is in writing and signed by Lessor.

Section 5.00 .Accord and Satisfaction:

No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be

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other than on account of the earliest stipulated rent, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided for in this lease agreement.

Section 6.00 .No Partnership:

Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Lessee. Provisions of this lease pertaining to rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

Section 7.00 .Notices:

7.01 At all times when this lease agreement is in force, Lessee shall maintain and designate in writing to Lessor an agent for receipt of notices and service of process which agent shall be located within the state of Oregon.

7.02 Any notice, demand, request or other instrument which may be or are required to be given under this lease agreement shall be delivered personally or sent by United States certified mail postage prepaid and shall be addressed (a) if to Lessor at 898 Elk Drive, Brookings, Oregon 97415, or such other address as Lessor may designate, and (b) if to Lessee at such address as Lessee has designated as their agent within Oregon for receipt of notice and service of process.

Section 8.00 .Partial Invalidity:

If any term, covenant or condition of this lease or the application thereof to any person(s) or circumstance(s) shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to person(s) or circumstance(s) other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and enforceable to the fullest extent permitted by law.

Section 9.00 .Execution Of Lease:

The submission of this lease for examination does not constitute a reservation of or option for the leased premises and this lease becomes effective as a lease only upon execution and delivery thereof by Lessor and Lessee. If Lessee is a

corporation, limited liability company or partnership, this lease becomes effective only upon delivery to Lessor of certified resolutions of Lessee's directors or members authorizing the execution and delivery of this lease.

Section 10.00 .Certificate of Good Standing:

Each party hereto certifies that it is lawfully created and existing and authorized to enter into this lease agreement.

Section 11.00 .Recording:

If requested by Lessor, the parties shall execute a memorandum of this lease agreement in recordable form for the purpose of recordation, at Lessor's expense. Said memorandum or short form of this lease agreement shall describe the parties, the leased premises and the lease term and shall incorporate this lease by reference.

Section 12.00 .Limitation on Use:

The leased premises shall be used by Lessee for the purposes of construction and operation of a championship quality public Golf Course and Golf Course related commercial activities. Subject to prior approval of governmental authorities, including Curry County, the leased premises may also be used to site and construct a RV park and up to four (4) residential buildings as described in Article 6, Section 8.00 of this lease agreement. Lessee may explore the option of adding motel or condominium facilities in the future based on providing to Lessor adequate justification for building such facilities for the benefit of increasing business opportunity to the golf facility, provided any such proposal shall be subject to prior approval by Lessor as set forth in Article 6.

Section 13.00 .Acceptance of Property "As Is":

Lessee hereby acknowledges that it accepts the leased premises in its present condition "as is" and based upon Lessee's own determination of the suitability of the leased premises for Lessee's intended purposes.

ARTICLE 30

TERMINATION OF LEASE AGREEMENT

In the event Lessee is unable (1) to obtain suitable financing for the proper construction of the Golf Course

development, (2) to deliver to City a satisfactory performance bond according to the requirements of this lease agreement, or (3) to commence construction according to the time frame set forth in Article 21, Section 1.07, this lease shall terminate and be of no further force and effect.

Until such time as the conditions stated in this Article are fully satisfied, Lessee's activity on and occupancy of the leased premises shall be limited to site evaluation, testing and such other related activities as may be necessary to secure the approvals of governmental agencies which may be required to issue additional permits and approvals for use of the leased premises as a Golf Course. Upon Lessee's receipt and confirmation of suitable financing, delivery of a performance bond satisfactory to Lessor and delivery of proof of insurance to Lessor, Lessee shall then be entitled to use, occupy and develop the leased premises as contemplated by this lease agreement.

ARTICLE 31

LESSOR WARRANTY

. Lessor represents, warrants and covenants to Lessee that:

(a) Lessor has the right, power, legal capacity and authority to execute, deliver and perform this lease agreement and any consent required as a condition to Lessor's authority to execute, deliver and perform this lease agreement has been obtained;

(b) No violation of any applicable statute, ordinance, regulation, order, or law exists with respect to the leased premises;

(c) There are no existing actions, claims, suits or proceedings pending or, to Lessor's current and actual knowledge, threatened against the leased premises (including without limitation any condemnation, eminent domain, or similar proceeding)

(d) Hazardous Materials/Condition Precedent

For purposes of this section, hazardous material shall include, but not be limited to, the substances defined as "hazardous substances" "hazardous material" or "toxic substances" in the comprehensive environmental response, Compensation Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et

seq.; the Hazardous Material Transportation Act, 40 U.S.C. Sections 1801 et seq.; the Resource Conservation Recovery Act, 42 U.S.C. Section 6901 et seq.

(i) To Lessor's knowledge after due inquiry, no asbestos containing materials were installed or exposed in the leased premises through demolition, renovation or otherwise, at any time during or prior to Lessor's ownership thereof;

(ii) To Lessor's knowledge after due inquiry, no electrical transformers, fluorescent light fixtures with ballasts or other equipment containing PCB's are or were located on the leased premises during or prior to Lessor's ownership thereof;

(iii) To Lessor's knowledge after due inquiry, no storage tanks for gasoline or any other hazardous substance are or were located on the leased premises at any time during or prior to Lessor's ownership thereof;

(iv) The leased premises and Lessor's operations concerning the leased premises are not in violation of any applicable federal, state or local statute, law or regulation, and no notice from any government body has been served upon Lessor claiming any violation of any law, ordinance, code or regulation, or requiring or calling attention to the need for, any work, repairs, construction, alterations or installation or in connection with the property in order to comply with any laws, ordinances, codes or regulations, with which Lessor has not complied. If there are any such notices with which Lessor has complied, Lessor shall provide Purchaser with copies thereof;

(e) Possession shall be delivered to Lessee free of any leases, tenancies or other third-party possessory interests except easements of record.

(f) To Lessor's knowledge, there are no applicable building or zoning laws which prevent Lessee's construction on the leased premises of buildings and improvements in accordance with Lessee's intended land use (i.e., zoning) designations except that Lessee obtain approval through the applicable conditional use permit process.

(g) All permits identified on Exhibit "C" will still be in full force and effect until at least July 8, 1998.

IN WITNESS WHEREOF, Lessor and Lessee have signed this lease effective the day and year first above written.

LESSOR
CITY OF BROOKINGS, OREGON

BY: _____

Larry Anderson, Mayor

ATTEST:

City Recorder

LESSEE
The Claveran Group, LLC

Pete Pavich, President

STATE OF OREGON)
) ss.
County of Curry)

Personally appeared _____ who being sworn, stated that they are the Mayor and _____ City Recorder respectively of the City of Brookings, a Municipal Corporation of the State of Oregon; and that this Lease Agreement was voluntarily signed on behalf of said municipal corporation by authority of the Common Council. BEFORE ME:

Notary Public for Oregon
My Commission Expires: _____

STATE OF California)
) ss.
County of Contra Costa)

Personally appeared Pete Pavich, whom being sworn, stated that he voluntarily signed this Lease Agreement. BEFORE ME:

Notary Public for California
My Commission Expires: _____

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MINUTES
City of Brookings
Common Council Meeting
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon 97415
Monday, October 27, 2008

Call to Order

Mayor Anderson called the meeting to order at 7:00pm.

Roll Call

Council present: Mayor Larry Anderson, Councilors Gordon, Hedenskog, Pieper and Kitchen; a quorum present.

Staff present: City Manager Gary Milliman, Planning Director Dianne Morris, Senior Planner Donna Colby-Hanks and City Recorder Joyce Heffington.

Other present: Curry Coastal Pilot Reporter Arwyn Rice and approximately 10 public.

Appointments

Councilor Hedenskog moved, a second followed and Council voted unanimously to approve the Mayor's selection for volunteer appointment of the following:

Public Art Committee:

- Position 1, Hedda Markham
- Position 2, Peter Chasar
- Position 3, Jan Willms
- Position 4, Sandy Bonney
- Position 5, Destiny Schwartz

Parks and Recreation Commission:

- Position 6, Deborah Dudley

Traffic Safety Committee

- At Large Position #1, Allen Terry
- At Large Position #2, Sally Laasch

Mayor Anderson presented the Governor's Fitness Award to Beverly Rose, teacher of Physical Education at Kalmiopsis School.

Public Hearings

Mayor Anderson opened the continuation of the public hearing, to include public testimony, at 7:10pm on File LDC-11-08, regarding revisions to Chapter 17.52, General Commercial (C3) of the Brookings Municipal Code.

Under potential and actual conflicts, Councilor Pieper stated that he owned property on Chetco Avenue and Spruce but did not believe that this would constitute a bias on his part.

Senior Planner Colby-Hanks reviewed the revisions that were incorporated into the language since the last hearing.

Rick Bishop, PO Box 267, generally stated that he was surprised about the stipulations being put on auto dealers and not on other businesses and had not received anything to review and asked for time to do some research.

Ron Walker, PO Box 8100, generally stated that after reading the changes, he had become a proponent and had no further objections.

Mayor Anderson suggested that Council take a 5 minute break to allow Bishop the time to review the changes and comment again.

Council adjourned for a 5 minute break at 7:22pm and reconvened at 7:27pm.

Planning Director Morris generally stated that the materials had been made available at the office, the library and noticed as required by law as has always been the practice.

Rick Bishop, having reviewed the changes, generally stated that he still did not understand why there are so many controls on auto dealers but not on other businesses and would like auto dealers to be an outright permitted use.

The public hearing was closed at 7:31pm.

During deliberations, Council generally agreed that the changes incorporated since the last hearing represented a good compromise.

Senior Planner Colby-Hanks read into the record the changes that had been incorporated since the last hearing as follows.

17.52.020 Permitted uses:

- O. Automobile, boat, truck, or trailer sales, service or repair with display areas more than 20,000 square feet and 100,000 square feet or less; provided, that all repair shall be conducted entirely within an enclosed building.

17.52.040 Conditional uses:

- A. Automobile, boat, truck, or trailer sales, service or repair with display areas of more than 100,000 square feet; provided, that all repair shall be conducted entirely within an enclosed building;

17.52.080 Other required conditions:

- J. Automobile, boat, truck, or trailer sales;
 - 1. Dealerships must have an on-site office.
 - 2. Primary dealerships with an on-site office located in the downtown core area as defined in 17.92.030(A), may have one or more secondary sales/storage locations without an on-site office, outside the downtown core area within the C-3 zone.

Councilor Hedenskog moved, a second followed and Council voted unanimously to have staff prepare for adoption the C-3 zone as read tonight and prepared by staff.

Ordinances and Resolutions

Councilor Hedenskog moved, a second followed and Council voted unanimously to do a first reading of Ordinance 08-O-620 by title only.

The Mayor read the title.

Councilor Gordon moved, a second followed and Council voted unanimously to do a second reading of Ordinance 08-O-620 by title only.

The Mayor read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to adopt Ordinance 08-O-620, adding Chapter 17.180, Workforce Housing, to the Brookings Municipal Code.

Councilor Kitchen moved, a second followed and Council voted unanimously to adopt Resolution 08-R-908, adopting identity theft prevention and protection policies pursuant to the Oregon Identity Theft Protection Act of 2007.

Council Liaison Reports

- Councilor Hedenskog attended 1 City related meeting, a Four Ports meeting and participated in Litter Be Gone.
- Councilor Kitchen attended 3 Coos Curry Electric Cooperative, and 6 City related meetings.
- Councilor Pieper attended 3 City related meetings.
- Mayor Anderson attended 1 school related and 6 City related meetings.

Public Comments

Tony Parrish, 437 Redwood Street, reported on fund raising activities for the Stout Mountain Railway project, made presentations to City Manager Milliman, Carolyn Milliman and the City, and announced the Great Pumpkin Carving Contest to be held on Halloween.

Consent Calendar

- Approval of Council Meeting Minutes for October 13 and 20, 2008.
- Acceptance of Traffic Safety Committee Minutes for September 10, 2008.
- Approval of Liquor License Application for One Loves Eclectic Cuisine, 623 Memory Lane.
- Approval of a 0.3 percent General Employees Union salary increase to non-union employees effective July 1, 2008.
- Authorize Mayor to enter letter agreement with Teamsters Police Employees Union extending 0.3 percent increase to employees in that unit retroactive July 1, 2008.

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

Remarks

Councilor Pieper remarked that he had been invited to the Safe Routes to School Program team and that a letter was needed supporting the grant they were preparing.

Adjournment

Councilor Hedenskog moved, a second followed and Council voted unanimously to adjourn at 7:55pm [to the Urban Renewal Agency immediately following].

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2008:

Larry Anderson, Mayor

Joyce Heffington, City Recorder

BROOKINGS PLANNING COMMISSION MINUTES

October 7, 2008

Following the workshop and a presentation by EcoNorthwest on the "*Economic Opportunity Analysis*" study, the regular meeting of the Brookings Planning Commission was called to order by Chair Markham at 7:03 in the Council Chambers at the Brookings City Hall on the above date with the following Commission members and staff in attendance.

Commissioners Present:

Steve Bismarck Hedda Markham
Ken Bryan Bruce Nishioka
Randy Gorman

Staff Absent: Cheryl McMahan and Julianne Leighton

Staff Present: Planning Director Dianne Morris, Senior Planner Donna Colby-Hanks, and Secretary Cathie Mahon.

Other: Approximately 3 participants in the audience and Coastal Pilot reporter Arwyn Rice

CHAIR ANNOUNCEMENTS- None.

WRITTEN REQUEST and COMMUNICATIONS-None.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON WRITTEN REQUESTS AND COMMUNICATIONS-None.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON FINAL ORDERS
None.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION IN THE PUBLIC HEARINGS

1. The Chair opened the public hearing for the continuation of File No. **CP-1-08** at 7:03 p.m. The request is to consider the adoption of the "*Storm and Surface Water Facilities Plan for the Brookings-Harbor Area.*" This plan, which is to be jointly adopted by the City of Brookings and Curry County, addresses storm and surface water issues within the Urban Growth Boundary.

Planning Director Morris suggested a motion be made and the matter continued. She explained a joint workshop has been scheduled to discuss the plan with the Curry County Planning Commission on Tuesday, October 21, 2008, at 7:00 p.m. in Council Chambers.

Exhibit I was submitted by Yvonne Maitland, 15676 Oceanview Drive.

By a 5-0 vote (Motion: Commissioner Nishioka) the Planning Commission approved the motion to continue File No. **CP-1-08** until after the workshop. The Chair announced the Public Hearing for File No. **CP-1-08** will be held Tuesday, November 4, 2008, at the regular Planning Commission meeting. The Chair closed the hearing at 7:06 p.m.

2. The Chair opened the public hearing at 7:07 p.m. for File No. **LDC-12-08**, an amendment to Chapter 17.88, Section 17.88.040(P) Exempt Signs, of the Brookings Municipal Code; City Initiated. The amendment will add "Public Art Committee" as the review body for proposed murals. The criteria used to decide this case is found in Chapter 17.140-Amendments, of the B.M.C. This is a legislative hearing and the Planning Commission will make a recommendation to City Council.

No ex parte contact, personal bias, personal interest, conflicts or objections were declared by the Commission. There was no challenge from the audience as to the jurisdiction of the Commission to hear the request. Discussion ensued. The following change in language was recommended:

➤ 17.88.040 (P) Exempt Signs. Wall graphics, except that murals shall be reviewed by ~~the Site Committee~~ the Public Art Committee and conform to general guidelines adopted by City Council resolution. *In the event the Public Art Committee is unavailable to convene, the Site Plan Committee will perform the needed review.* (changes in italics).

The hearing was closed at 7:13 p.m. and a vote was taken. By a 5-0 vote (Motion: Commissioner Bismarck) the Planning Commission voted to forward to City Council a favorable recommendation for File No. **LDC-12-08** with the suggested language.

COUNTY REFERRELS

Planning Director Morris discussed County Referrals reviewed by staff and approved at recent Curry County Planning Commission meetings:

1. CR-AD-0815-cell tower and bldg. at 17345 Carpenterville-S.Coast Lumber site
2. CR-Z-0803-zone change at 17182 Old County Rd-Thompson
3. CR-AD-0816-conditional use for in-fill within floodplain of Chetco-Mahar/Tribble

APPROVAL of MINUTES

By a 4-0-1 vote (motion: Commissioner Gorman) the Planning Commission approved the minutes of September 9, 2008 as written. Commissioner Nishioka abstained due to absence.

COMMENTS by the PLANNING STAFF

Planning Director Morris mentioned an subdivision request will be on the agenda for the November 4th meeting.

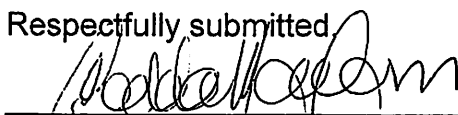
COMMISSIONERS COMMENTS

None.

ADJOURNMENT:

With no further business before the Planning Commission, the meeting closed 7:22 p.m.

Respectfully submitted,



Hedda Markham, Chair
(approved at 11-4-08 meeting)

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
September 25, 2008

CALL TO ORDER

Chair Benoit called the meeting to order at 7:00 pm followed by the Pledge of Allegiance.

ROLL CALL

Present: Commissioners Ken Barkema, Patricia Brown, Frances Hartmann, Tony Parrish, Don Vilelle and Chair Michelle Benoit.

Others present: John Cowan, Public Works Director

APPROVAL OF MINUTES

- A. **Motion made by Commissioner Barkema to approve the minutes of August 28, 2008 as written; motion seconded and Commission voted, the motion carried unanimously.**

PUBLIC APPEARANCES

None

REGULAR AGENDA

None

INFORMATION UPDATES/DISCUSSION ITEMS

- A. *Encore Azaleas* – John Cowan advised that the Encore Azalea plants would be shipped later this Fall and preparation for placement of the plants and a new irrigation system at Bankus Park is in the process. Existing azalea plants could be relocated to Stout Park for rehabilitation and replanted in appropriate park locations. Lions Club has budgeted \$250 to assist in the cost of landscaping around the Cans for Kids collection box at Bankus Park, they need a written plan with plant list proposal, which Chair Benoit will draw up.
- B. *Capella* – Commissioner Barkema advised that the Capella committee met and addressed concerns for security. Security camera issue needs to be resolved. Open House planned for mid-October, grand opening around Thanksgiving, preliminary planning with businesses and Chamber of Commerce to promote Capella needs to be pursued.
- C. *Lower Stout Park* – Commissioner Parrish advised that engineering study funds have been procured. Pete Chasar working on bids for materials and manufacturing of fountain structure. Once estimates on in can start writing grants for funds.

COMMISSIONER REPORTS/COMMENTS

Commissioner Hartmann – spoke with different individuals recently who expressed interest in keeping the swimming pool open for a longer season and for a dog park in Brookings.

Commissioner Parrish – making plans for Chetco Point Horseshoe Championship on October 11th and obtaining sponsorships. Stout Railroad planning a Sponsor Recognition Day to run trains on September 26th. Article on the railroad did appear in Oregon Coast Magazine.

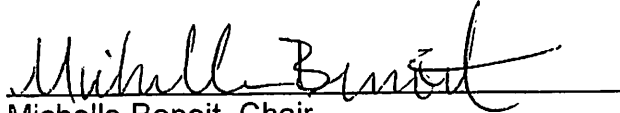
Commissioner Brown – Thanks to PW crew for cleaning up Chetco Point Trail area.

Chair Benoit – Easy Manor Park Grant meeting October 8th at 1 pm with Patti Dunn, Jan Willms, and John Cowan.

ADJOURNMENT

With no further business before the Commission, the meeting adjourned at 7:31 pm. Next meeting scheduled for October 23rd.

Respectfully submitted,


Michelle Benoit, Chair

(approved at October 23, 2008 meeting)

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10/08	10/02/2008	60402	1840	Chetco Federal Credit Union	10-00-2005	3,053.00
10/08	10/02/2008	60403	3834	Clean Sweep Janitorial Service	10-00-2005	700.00
10/08	10/02/2008	60404	316	Donald & Roberta Chandler	10-00-2005	548.00
10/08	10/02/2008	60405	145	EBS Trust	10-00-2005	47.60
10/08	10/02/2008	60406	4269	Gary Milliman	10-00-2005	67.50
10/08	10/02/2008	60407	322	Postmaster	10-00-2005	720.00
10/08	10/02/2008	60408	199	Richard Harper	10-00-2005	300.00
10/08	10/09/2008	60409	3581	ALSCO	10-00-2005	112.40
10/08	10/09/2008	60410	4294	American Water Works Assoc.	10-00-2005	341.00
10/08	10/09/2008	60411	147	Brookings Glass Inc	10-00-2005	783.00
10/08	10/09/2008	60412	714	Brookings Signs & Graphics	10-00-2005	75.00
10/08	10/09/2008	60413	149	Carpenter Tire Factory	10-00-2005	579.18
10/08	10/09/2008	60414	4333	Carter, Larry	10-00-2005	10.25
10/08	10/09/2008	60415	528	Caselle, Inc	10-00-2005	1,993.00
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10/08	10/09/2008	60422	151	Curry Coastal Pilot	10-00-2005	786.35
10/08	10/09/2008	60423	195	Curry Transfer & Recycling	10-00-2005	802.25
10/08	10/09/2008	60424	166	Dan's Auto & Marine Electric	10-00-2005	260.17
10/08	10/09/2008	60425	317	DCBS - Fiscal Services	10-00-2005	981.78
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10/08	10/09/2008	60427	153	Ferrellgas	10-00-2005	337.77
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10/08	10/09/2008	60430	4190	Integra Telecom	10-00-2005	1,563.61
10/08	10/09/2008	60431	3285	Joyce Heffington	10-00-2005	260.91
10/08	10/09/2008	60432		Information Only Check	10-00-2005	.00 V
10/08	10/09/2008	60433	162	Kerr Hardware	10-00-2005	288.47
10/08	10/09/2008	60434	3159	Northcoast Health Screening	10-00-2005	315.00
10/08	10/09/2008	60435	3602	Novus Windshield Repair	10-00-2005	147.00
10/08	10/09/2008	60436	4224	Oce Imagistics, Inc.	10-00-2005	8.91
10/08	10/09/2008	60437	4277	OFSI	10-00-2005	246.00
10/08	10/09/2008	60438	375	OR Department of Revenue	10-00-2005	23.65
10/08	10/09/2008	60439	4332	Oregon Assoc. Chiefs of Police	10-00-2005	41.50
10/08	10/09/2008	60440	542	Oregon Department of Justice	10-00-2005	75.00
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10/08	10/09/2008	60451	956	Suiter's Paint & Body	10-00-2005	125.00

M = Manual Check, V = Void Check

Check Register - Summary
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 Check Issue Date(s): 10/01/2008 - 10/31/2008

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10/08	10/09/2008	60455	2586	TMG Services Inc	10-00-2005	449.65
10/08	10/09/2008	60456	2328	VOID - Vicki Merrill	10-00-2005	.00
10/08	10/09/2008	60457	861	Village Express Mail Center	10-00-2005	20.42
10/08	10/13/2008	60458	1988	James Wheatley	10-00-2005	11.00
10/08	10/13/2008	60459	1812	John Wimberley	10-00-2005	18.00
10/08	10/13/2008	60460	4338	Mike Wilson	10-00-2005	18.00
10/08	10/13/2008	60461	2328	Vicki Merrill	10-00-2005	424.00
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10/08	10/16/2008	60471	586	Cole-Parmer Instrument Co	10-00-2005	45.27
10/08	10/16/2008	60472	182	Coos-Curry Electric	10-00-2005	1,773.43
10/08	10/16/2008	60473	4336	Fallman, James	10-00-2005	130.00
10/08	10/16/2008	60474	4269	Gary Milliman	10-00-2005	36.00
10/08	10/16/2008	60475	269	Grainger	10-00-2005	58.24
10/08	10/16/2008	60476	198	Grants Pass Water Lab	10-00-2005	210.00
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10/08	10/16/2008	60478	131	HGE, Inc	10-00-2005	1,349.00
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10/08	10/16/2008	60480	4341	Kirkpatrick, Keith	10-00-2005	56.86
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10/08	10/16/2008	60483	3159	Northcoast Health Screening	10-00-2005	45.00
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10/08	10/16/2008	60491	4334	Soorus, Roland	10-00-2005	34.00
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10/08	10/16/2008	60495	4344	Titus, Cher	10-00-2005	12.95
10/08	10/16/2008	60496	2586	TMG Services Inc	10-00-2005	867.26
10/08	10/16/2008	60497	179	Trew & Cyphers LLP	10-00-2005	2,129.00
10/08	10/16/2008	60498	991	Verizon Northwest	10-00-2005	51.76
10/08	10/16/2008	60499	861	Village Express Mail Center	10-00-2005	6.70
10/08	10/16/2008	60500	670	Western Equipment Distributors	10-00-2005	239.14
10/08	10/16/2008	60501	4343	Windham, Valerie	10-00-2005	8.32
10/08	10/16/2008	60502	4345	Wood, Jason	10-00-2005	13.82
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10/08	10/23/2008	60504	1373	Cascade Fire Equipment	10-00-2005	185.00
10/08	10/23/2008	60505	3015	Charter Communications	10-00-2005	1,062.97
10/08	10/23/2008	60506	1740	Code Publishing Company Inc	10-00-2005	208.05
10/08	10/23/2008	60507	183	Colvin Oil Company	10-00-2005	4,474.15
10/08	10/23/2008	60508	182	Coos-Curry Electric	10-00-2005	1,936.66

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
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10/08	10/23/2008	60512	269	Grainger	10-00-2005	242.24
10/08	10/23/2008	60513	4348	Gray, Rick	10-00-2005	10,287.00
10/08	10/23/2008	60514	4128	GSI Water Solutions Inc	10-00-2005	1,514.50
10/08	10/23/2008	60515	167	Hach Company	10-00-2005	262.40
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10/08	10/23/2008	60521	1016	Mark Carroll Signs & Graphics	10-00-2005	400.00
10/08	10/23/2008	60522	4155	NFTCA	10-00-2005	235.00
10/08	10/23/2008	60523	3602	Novus Windshield Repair	10-00-2005	10.00
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10/08	10/23/2008	60538	861	Village Express Mail Center	10-00-2005	24.71
10/08	10/23/2008	60539	4225	William H. Reilly & Co.	10-00-2005	1,597.65
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10/08	10/31/2008	60544	3342	Fastenal	10-00-2005	225.12
10/08	10/31/2008	60545	4350	Flick, Richard	10-00-2005	64.57
10/08	10/31/2008	60546	167	Hach Company	10-00-2005	85.10
10/08	10/31/2008	60547	1988	James Wheatley	10-00-2005	84.00
10/08	10/31/2008	60548	4351	Jimenez, Samuel Jr.	10-00-2005	53.77
10/08	10/31/2008	60549	3825	Josh Bruce	10-00-2005	125.00
10/08	10/31/2008	60550	328	Les Schwab Tire Center	10-00-2005	452.16
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10/08	10/31/2008	60552	3732	Meredith Beasom	10-00-2005	14.71
10/08	10/31/2008	60553	4209	MES - Northwest	10-00-2005	14.03
10/08	10/31/2008	60554	4106	Nextel Communications	10-00-2005	388.02
10/08	10/31/2008	60555	3561	Oil Can Henry's	10-00-2005	33.29
10/08	10/31/2008	60556	4053	Patti JG Dunn	10-00-2005	487.17
10/08	10/31/2008	60557	1251	Performance Promotions	10-00-2005	102.45
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10/08	10/31/2008	60562	2640	The Dyer Partnership Inc	10-00-2005	210.00
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10/08	10/31/2008	60564	4352	Tom and Ann Prince	10-00-2005	3,500.00
10/08	10/31/2008	60565	990	United Parcel Service	10-00-2005	16.21

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
10/08	10/31/2008	60566	2328	Vicki Merrill	10-00-2005	51.93
10/08	10/31/2008	60567	861	Village Express Mail Center	10-00-2005	112.56
10/08	10/31/2008	60568	2122	VISA	10-00-2005	3,255.08
10/08	10/31/2008	60569	3706	Walter Ciceric	10-00-2005	25.59
10/08	10/31/2008	60570	4225	William H. Reilly & Co.	10-00-2005	1,588.90
10/08	10/31/2008	60571	686	Worlton Auto Body	10-00-2005	592.25
Totals:						<u>394,363.32</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

(67)

For the Month of:

October 2008

[illegible]

(89)

[illegible][illegible]

Per Data Base Per Worksheet									
Total Building & Manufactured Home Permits	3,612,528.00	9,725.50	6,214.07	142.60	86.40	3,500.00		1,154.00	