

**AGENDA**  
**City of Brookings**  
**Joint City/County Public Hearing**  
**And Common Council Meeting**

Brookings City Hall Council Chambers  
898 Elk Drive, Brookings, Oregon 97415  
Monday, December 8, 2008, 5:30 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Joint City/County Public Hearing  
In the matter of File No. CP-1-08, proposing amendments to the City's Comprehensive and Public Facilities Plans to provide for the adoption of the Storm and Surface Water Facilities Plan for Brookings-Harbor Area. [Advance Packet]
- V. Adjourn
- VI. Break
- VII. Call Common Council Meeting to Order
- VIII. Roll Call
- IX. Ceremonies/Appointments/Announcements
  - A. Proclamation - Civil Air Patrol 67<sup>th</sup> Anniversary [pg. 7]
  - B. New Employee Introductions:
    - 1. Police Officer Kyle Kennedy
    - 2. Dispatcher Jessica Golden
  - C. Appoint Hedda Markham to Budget Committee Position #2. [pg. 9]
- X. 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](http://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.
- XI. Regular Agenda
  - A. Approval to proceed with Water Intake Generator Project. *Public Works Director* [pg. 13]
  - B. Approval to authorize the Mayor to execute 2007 Fund Exchange Agreement with Oregon Department of Transportation. *Public Works Director* [pg. 15]
  - C. Approval to award the bid and enter into funding agreement or reject all bids for purchase of new Pumper/Tender. *City Manager* [pg. 21]
  - D. 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. 29]

**XII. Consent Calendar**

- A. Approval of November 10, 2008 Council Minutes. [pg. 63]
- B. Acceptance of November 4, 2008 Planning Commission Minutes. [pg. 67]
- C. Acceptance of October 23, 2008 Parks and Recreation Commission Minutes. [pg. 71]
- D. Acceptance of October 14, 2008 Traffic Safety Committee Minutes. [pg. 73]
- E. Approval of November 2008 vouchers in the amount of \$1,162,478.85. [pg. 75]
- F. Approval of Liquor License Application for Bella Italia Ristorante, 1025 Chetco Avenue. [pg. 79]
- G. Receive and file General Fund financial summary for October, 2008. [pg. 81]

**XIII. Remarks from Mayor and Councilors**

- A. Mayor
- B. Councilors

**XIV. 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.

# December 2008

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

January 2009						
S	M	T	W	T	F	S
4	5	6	7	1	2	3
11	12	13	14	8	9	10
18	19	20	21	15	16	17
25	26	27	28	22	23	24
				29	30	31

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
December 1	2	3	4	5	6
Reader Board 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 7:00pm SWOCC Appeal	8:00am Oregon P & R Commission meeting 8:30-11:00am 3:00pm CC SafetyComMtg 4:00pm Safe Routes to school		
8	9	10	11	12	13
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg		9:30am Traffic Safety Comm 10:00am CC- Site Plan Com Mtg 10:00am FH - Brookings Rural 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	8:00am Employee Recognition	
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		8:00am CC-Staff/SRes 10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting	7:00pm CC-Parks & Rec		
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		
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			

# January 2009

January 2009							February 2009						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
4	5	6	7	1	2	3	1	2	3	4	5	6	7
11	12	13	14	8	9	10	8	9	10	11	12	13	14
18	19	20	21	15	16	17	15	16	17	18	19	20	21
25	26	27	28	22	23	24	22	23	24	25	26	27	28
				29	30	31							

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
			January 1, 2009	2	3
			New Years - Closed (closest work)		
			3:00pm CC SafetyComMtg		4
5	6	7	8	9	10
9:00am CC- VIPS/Volunteers in Police Service 4:00pm CC - Council Workshop 7:00pm FH-FireTng/ChShrp	7:00pm CC - Planning Commission	10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting 7:00pm FH-PoliceReserves	9:00am CC-Crm Stoppers 1:00pm CC - Court 3:00pm CC Urban Renewal Advisory Committee		11
12	13	14	15	16	17
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg		8:00am CC-Staff/SRes 9:30am Traffic Safety Committee 10:00am CC- Site Plan Com 10:00am FH - Brookings Rural 12:00pm CC - Stout Park 1:30pm CC - LDC Meeting			18
19	20	21	22	23	24
Martin Luther King Day - City Hall 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)	10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting	7:00pm CC-Parks & Rec		25
26	27	28	29	30	31
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg		8:00am CC-Staff/SRes 10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting			

# Proclamation



**WHEREAS**, Brookings Civil Air Patrol (CAP), along with all CAP Squadrons in the Nation, celebrates 67 years of service to our country; and

**WHEREAS**, CAP was established just six days before Pearl Harbor, on December 1, 1941, to patrol the Atlantic Seaboard; and

**WHEREAS**, at the end of World War II, CAP attacked 57 German submarines, hit ten and sank two; and

**WHEREAS**, CAP is the official auxiliary of the United States Air Force, has over 58,000 members nationwide and performs search and rescue missions as well as homeland security, disaster relief and counter-drug missions; and

**WHEREAS**, the Brookings Civil Air Patrol, started in August 1990, is officially the South Coast Composite Squadron, involving both adults and youth, and is extremely active in search and rescue, having participated in more than 25 missions this year alone;

**NOW, THEREFORE**, BE IT RESOLVED by the Brookings City Council, that the City of Brookings recognizes the Civil Air Patrol this December for the

## 67 Years of Service

It has provided to this country and this community, and asks the citizens of Brookings to join with us in this observance.

IN WITNESS WHEREOF, I, Mayor Larry Anderson, have hereunto set my hand and caused the official seal of the City of Brookings to be affixed this the 8<sup>th</sup> day of December, 2008.



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Mayor Larry Anderson



RECEIVED

NOV 12 2008

Per. \_\_\_\_\_

# City of Brookings

898 Elk Drive, Brookings, OR 97415

Phone: (541) 469-1100 Fax: (541) 469-3650

[www.brookings.or.us](http://www.brookings.or.us)

## APPLICATION TO SERVE ON A CITY OF BROOKINGS COMMISSION, COMMITTEE OR BOARD

Name: Hedda Markham Date: Nov 12, 2008  
Physical Address: 843 Chetco Point Terr  
Mailing Address: 843 Chetco Point Terr Phone: 412 8855  
Email Address: drhedda@aol.com

I would like to apply for the following position (all positions are appointed by Council):

<u>Position</u>	<u>Term</u>
<input type="checkbox"/> Planning Commission/Commission for Citizen Involvement (CCI)	4 years
<input type="checkbox"/> Parks and Recreation Commission	4 years
<input checked="" type="checkbox"/> Budget Committee	3 years
<input type="checkbox"/> Urban Renewal Advisory Committee	3 years
<input type="checkbox"/> Traffic Safety Committee:	3 years
<input type="checkbox"/> Public Art Committee	3 years
<input type="checkbox"/> Other _____	

NOTE: Terms are as stated unless the appointment is to fill a vacancy with a term already in progress. Refer to specific notices for specific information.

1. Resident of the City of Brookings since: Month: 7 Year: 7

2. Please list no less than three references:

NAME:

ADDRESS:

PHONE:

A. Larry Anderson

B. Diane Morris

C. Sally Leasch

3. Briefly explain why you wish to serve the community in this capacity and what prior experience, community service, or background you have in this area. Attach additional sheets if necessary: \_\_\_\_\_

I have worked on several NFP budgets and have about 6 yrs experience

4. Tell us about your education, employment, volunteer activities, etc. Attach additional sheets if necessary.

I am a PhD RN MFCC, I volunteer for everything


I am currently on the Planning Commission, 2nd Development Code Committee, the Public Art Committee.

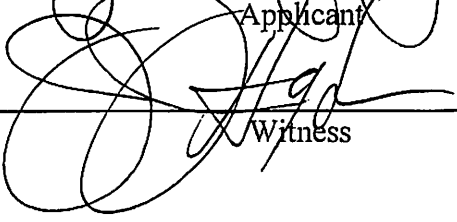
5. It is my intention to donate voluntary services for the City of Brookings (hereinafter "City") as follows:

Just about anything & everything

6. I acknowledge that I will not be under the direct supervision and control of the City in connection with voluntary services described above.
7. I acknowledge that no compensation or expense reimbursement will be paid by the City in connection with the services described above.
8. I agree that such volunteer services will be donated to the City at times other than my regular work hours.
9. I release the City from all matters relating to voluntary service by the undersigned, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing such matters. I assume full responsibility for any injuries or damages suffered by or arising from this voluntary service.
10. I release, indemnify and hold the City harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including attorney fees, which City may sustain or incur as a result of errors or omissions in the performance of voluntary services set forth above.

I, Hedda Markham sign this application voluntarily and in the presence of the witness whose signatures are shown below mine, and acknowledge that, upon signing, this document will become public information and will be presented to the City Council and news media.

  
Applicant

  
Witness

Nov. 12, 2008  
Date

11-12-08  
Date

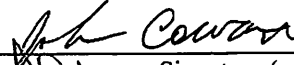
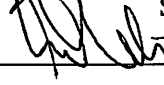


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: December 8, 2008

Originating Dept: Public Works

  
Signature (submitted by)  
  
City Manager Approval

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Subject: Council approval to proceed with \$152,000 Water Intake Stand-by Generator Project.

Recommended Motion: Motion to approve proceeding with Water Intake Generator Project.

Financial Impact: \$152,000 for installation, construction of generator and building at Water Intake and inspection services.

Background/Discussion: The Budget Committee and Council approved the budget with this project included. We currently have a stand-by generator installed at the Water Treatment Plant, but this Intake generator and building is the necessary 2<sup>nd</sup> part to allow the City to provide uninterrupted water supply to town during a power outage.

Policy Considerations: With the current economic down turn the Council has expressed concerns over big ticket items and spending. If the City Council votes to proceed with this project, the Public Works Director will secure any necessary engineering services and advertise the project for bid.


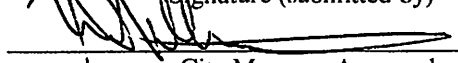
Attachment(s):

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: December 8, 2008

Originating Dept: Public Works

  
Signature (submitted by)  
  
City Manager Approval

---

Subject: Fund Exchange with Oregon Department of Transportation

Recommended Motion: Motion to authorize Mayor to execute 2007 Fund Exchange Agreement with Oregon Department of Transportation

Financial Impact:

City will receive \$222,869 in State funds in exchange for \$237,095 in Federal funds


Background/Discussion:

The City is eligible to receive \$237,095 in Federal funds a street improvement projects on Fifth Street. This is a continuation of a project to reconstruct the street and install sidewalks. The project will include reconstruction and installation of sidewalks on both sides of Fifth Street between Easy Street and Barbara Lane, and sidewalks on one side of Fifth Street between Barbara Lane and Ransom Street.

Due to the high administrative costs of using Federal funds, many local agencies exchange Federal funding for State funding, which has a lower cost of administration. City Staff has worked with ODOT Staff to develop a fund exchange agreement whereby the City will receive \$222,869 in State funds in exchange for \$237,095 in Federal funds.

Policy Considerations: This fund exchange will make more funding available for actual construction.

Attachment(s): 2007 Fund Exchange Agreement

  
Reviewed  
Adam Sereno, Director



# Oregon

Theodore R. Kulongoski, Governor

## Department of Transportation

Region 3

3500 NW Stewart Parkway

Roseburg, OR 97470

(541) 957-3500

FAX (541) 957-3547

File Code:

November 7, 2008

City of Brookings  
Attn: Richard Christensen  
898 Elk Drive  
Brookings, OR 97415

RE: ODOT Agreement No. 24109

Dear Richard,

Enclosed for City signature are four (4) originals of the above referenced Agreement for the Fund Exchange Project. Once you have obtained all required City signatures, please return all four copies for further processing to:

Oregon Department of Transportation

Attn: Jay Harris

3500 NW Stewart Parkway

Roseburg, OR 97470

Once I have obtained all required ODOT signatures, you will receive an original document in the US mail. If you have any questions or concerns, please let me know.

Regards,

J.M. Harris  
Intergovernmental Agreements Coordinator  
541.957.3510

Enclosures



**AMENDMENT NUMBER 01**

**2007 FUND EXCHANGE AGREEMENT  
Fifth Street Improvements: Easy Street – Hasset Street  
City of Brookings**

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "State," and the CITY OF BROOKINGS, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on June 6, 2007. Said Agreement covers Agency's 2007 Fund Exchange Project.

It has now been determined by State and Agency that the Agreement referenced above, shall be amended to increase funding. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

**Terms of Agreement, Paragraph 2, Page 1, which reads:**

To assist in funding the Project, Agency has requested State to exchange 2007 Surface Transportation Program (STP) federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$94 state for \$100 federal

Based on this ratio, Agency wishes to trade \$168,812 Surface Transportation Program (STP) federal funds for \$158,683 state funds.

**Shall be deleted in its entirety and replaced with the following:**

To assist in funding the Project, Agency has requested State to exchange 2007 Surface Transportation Program (STP) federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$94 state for \$100 federal

Based on this ratio, Agency wishes to trade \$237,095 Surface Transportation Program (STP) federal funds for \$222,869 state funds.

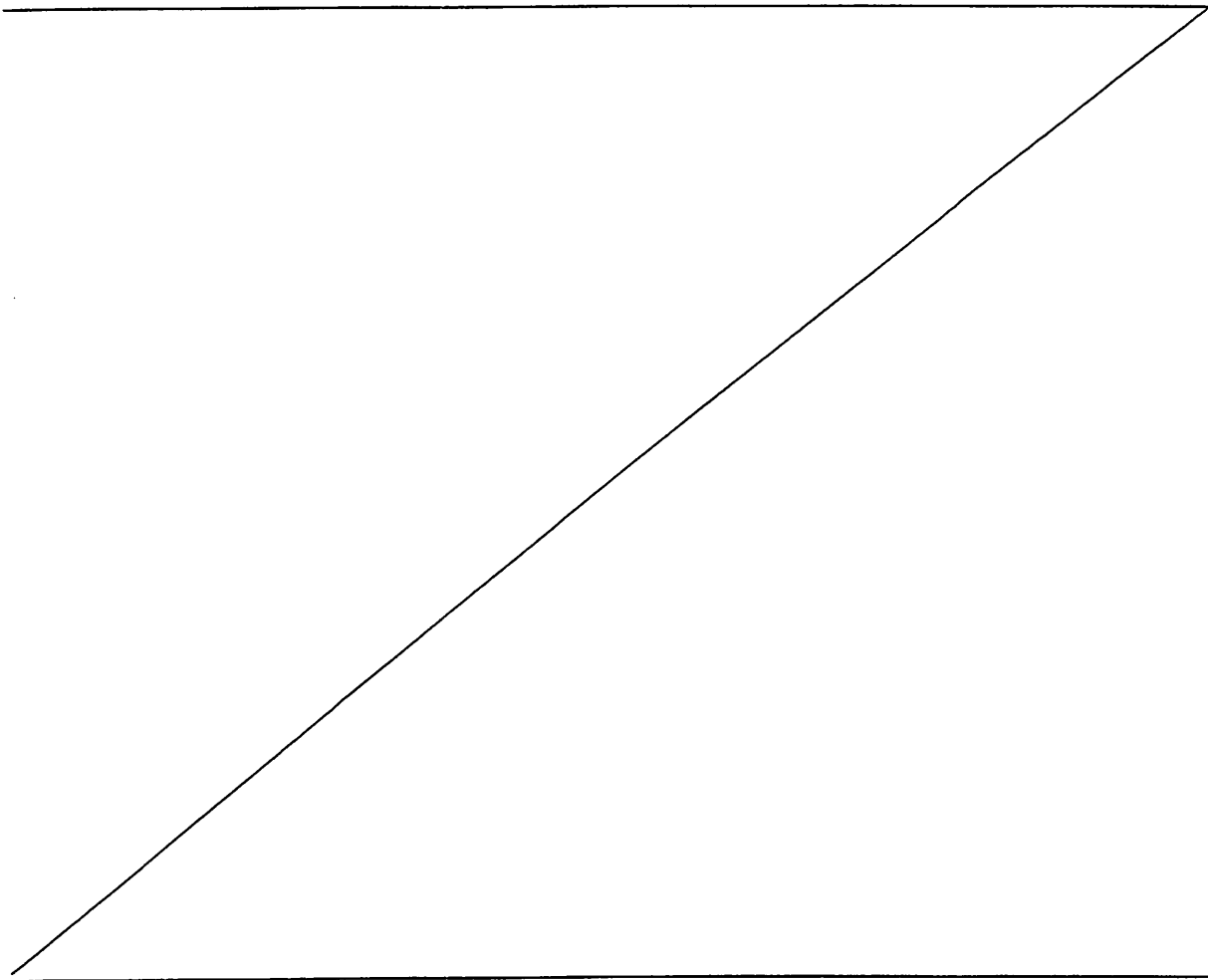
Agency/State  
Agreement No. 24109-01

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

**THE PARTIES**, by execution of this Amendment, hereby acknowledge that each Party has read this Amendment, understands it, and agrees to be bound by its terms and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on August 17, 2005, as a part of the 2006-2009 Statewide Transportation Improvement Program (STIP).

**Signature Page to Follow**



Agency/State  
Agreement No. 24109-01

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On August 2, 2005, the Director, Deputy Director, Highways and Chief Engineer approved Subdelegation Order No. 5, in which the Director, Deputy Director, Highways and Chief Engineer delegate authority to the Region Managers to approve and sign intergovernmental agreements over \$75,000 up to a maximum of \$500,000 when the work is related to a project included in the Statewide Transportation Improvement Program (STIP) or in other system plans approved by the Oregon Transportation Commission or in a line item in the legislatively adopted biennial budget.

**City of Brookings**, by and through its  
elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_

Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

City of Brookings

Attn: John Cowan

898 Elk Drive

Brookings, OR 97415

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Region Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region Local Programs Coordinator

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

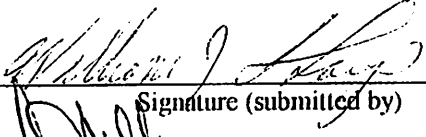

Date: \_\_\_\_\_

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: December 8, 2008

Originating Dept: City Manager

  
Signature (submitted by)  
  
City Manager Approval

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Subject: Awarding or Rejecting Bids for Fire Pumper/Tender

Recommended Motion:

1. Motion to award the bid for purchase of a new Pumper/Tender to Kovatch Mobil Equipment Fire Apparatus of Nesquehoning, Pennsylvania, authorize City Manager to enter into financing agreement with Chetco Federal Credit Union.

OR

2. Reject all bids for purchase of a new Pumper/Tender.

Financial Impact:

The purchase price of the Pumper/Tender is \$443,677.00. This bid price is good through December 31, 2008. Awarding the bid and signing the contract to build the Pumper/Tender will not incur any payments until the truck is completed and the City takes delivery (approximately 10 months). It is anticipated to begin payments in October 2010. Currently there is \$71,000 in the Reserve Fund accumulated for the purchase of a new truck. During FY 2009-10 there will be an additional \$32,000 available towards this purchase, thus reducing the actual loan amount to \$373,000.

Chetco Federal Credit Union has provided a quote for the loan with anticipated payments and schedule within our current annual budgeted amount for savings. Their quote is for 3.0% with annual payments of \$31,000. Attached are examples of payment schedules for a loan in the amount of \$373,000.00. The Fire Department also plans to apply for private grants to assist in this purchase. Additional cost includes approximately \$40,000 for hose and breathing apparatus.

*Reviewed J. Dunn ASDri.*

Background/Discussion:

For more then a year the Fire Department has been working on the specifications to ultimately go to bid and purchase a new Pumper/Tender. This planned vehicle would improve our firefighting ability by replacing the 1980 White/Autocar, 3,200 gallon Water Tender (sitting outside) and the 1984 Pierce Arrow, 750 gallon Pumper with a new 3,000 gallon Pumper/Tender.

The 1980 Water Tender sits outside year round and is constantly causing problems with maintenance costs. Also we have limited number of volunteers (currently 2 ) who are capable of driving it or who are qualified to operate such a large truck.

The 1984 Pierce Arrow Pumper can carry five Firefighters. Because of its size we are limited on what the truck can carry as far as extra equipment.

The proposed new Pumper /Tender will be parked inside the second bay and able to transport 3,000 gallons of water, eight Firefighters and about three times the amount of extra equipment as the two vehicles we are replacing combined.

It could be driven by any of our six Officers or three qualified Firefighter/Engineers. Potentially any of our Firefighters could operate this vehicle.

The fact that it is new and meets or exceeds all current National Fire Protection standards will be a great benefit to the community as well as the two rural fire agencies we protect. This vehicle will be much more maneuverable and versatile then the two vehicles it replaces.

The 1984 Pierce Pumper would be transferred to the Upper Chetco Fire station where it will still be considered our reserve truck and upgrade the Upper Chetco Fire group with a newer better Pumper.

Bids were received on Oct 17, 2008 from two fire truck manufacturers. The two bids are:

Kovatch Mobil Equipment Fire Apparatus	443,677.00
E-One, Cascade Fire & Safety	575,766.00
Original cost estimate	550,000.00

After reviewing the bid documents and thoroughly evaluating the bids we are confident and convinced that KME will construct and produce the best possible Pumper/Tender for us at the best possible price. KME is the third largest fire equipment manufacturer in the nation and recently has been seeing considerable business because of its ability to provide its products at competitive pricing. KME is a family owned company that has been doing business for many years. Chief Sharp recommends the City Council award the bid to KME as the lowest responsible bidder for the purchase of our new Pumper/Tender.

On November 3, 2008, the City Council held a workshop and Budget Committee meeting. At those meetings the Council expressed concern about economic changes that have occurred since the adoption of the 2008-09 budget. The Council may not wish to proceed with the purchase of this equipment at this time due to economic uncertainty. The cost of these vehicles continues to climb with inflation faster then the amount we are budgeting for annual contribution to the equipment reserve fund.

Attachment(s):

1. KME Bid document
2. Chetco Federal Credit Union Amortization Schedule.





# KME FIRE APPARATUS

*By Kovatch Mobile Equipment Corp.*

One Industrial Complex – Nesquehoning, PA 18240  
(570) 669-5132 [Phone] - (570) 669-5124 [Fax]  
www.kovatch.com URL

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## APPARATUS PROPOSAL

October 24, 2008

City of Brookings Fire/Rescue

898 Elk Drive

Brookings, Oregon 97415

Bidder hereby proposes to manufacture and furnish to Purchaser, subject to Purchaser's acceptance of the Bidder's proposal and the proper execution of the appropriate contract, the following apparatus and equipment to be built in accordance with the attached specifications, whether purchase is made via KME contract or customer purchase order.

Quantity: One (1) KME Model: Predator XMFD Custom Pumper/Tender

For the sum of Four Hundred, Forty-three Thousand, Six Hundred Seventy-seven Dollars each.  
(Plus applicable taxes if any)

**TOTAL: \$443,677.00**

Delivery is to be made subject to all clauses of the attached contract, within approximately **270-300 calendar days** from receipt of the **CONTRACT/CHASSIS** by the Bidder. Company will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the Apparatus. The Bidder's right to withdraw this proposal, if not accepted within sixty (60) days from the above date is hereby acknowledged.

Respectfully submitted by,

Eric G. Hall

  
Factory Direct Sales

P. O. Box 3631  
LaPine, Oregon 97739

Office: 541-536-3782  
Cell: 541-815-1365

KME Fire Apparatus  
One Industrial Complex  
Nesquehoning, PA 18240

# AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$373,000.00	10-01-2009	10-01-2024	TEST	655		LOC	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** CITY OF BROOKINGS

**Lender:** Chetco Federal Credit Union  
16147 Hwy 101 South  
PO Box 3000J  
Harbor, OR 97415  
(541) 469-7700

**Disbursement Date:** October 1, 2009  
**Interest Rate:** 3.000

**Repayment Schedule:** Balloon  
**Calculation Method:** 365/365 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	10-01-2010	31,249.24	11,190.00	20,059.24	352,940.76
2	10-01-2011	31,249.24	10,588.22	20,661.02	332,279.74
3	10-01-2012	31,249.24	9,995.70	21,253.54	311,026.20
4	10-01-2013	31,249.24	9,330.79	21,918.45	289,107.75
5	10-01-2014	31,249.24	8,673.23	22,576.01	266,531.74
6	10-01-2015	31,249.24	7,995.95	23,253.29	243,278.45
7	10-01-2016	31,249.24	7,318.35	23,930.89	219,347.56
8	10-01-2017	31,249.24	6,580.43	24,668.81	194,678.75
9	10-01-2018	31,249.24	5,840.36	25,408.88	169,269.87
10	10-01-2019	31,249.24	5,078.10	26,171.14	143,098.73
11	10-01-2020	31,249.24	4,304.72	26,944.52	116,154.21
12	10-01-2021	31,249.24	3,484.63	27,764.61	88,389.60
13	10-01-2022	31,249.24	2,651.69	28,597.55	59,792.05
14	10-01-2023	31,249.24	1,793.76	29,455.48	30,336.57
15	10-01-2024	31,249.16	912.59	30,336.57	0.00
<b>TOTALS:</b>		<b>488,738.52</b>	<b>95,738.52</b>	<b>373,000.00</b>	

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

LACER FTRC Lending Ver 5.42.06.004 Copy: National Financial Solutions Inc 1997, 2005 All Rights Reserved - 014 111-1555 PR-B



**Chetco Federal Credit Union**

Commercial Lending  
P.O. Box 3000J  
16147 Hwy. 101 South  
Harbor, OR 97415-0545

(541) 469-7700  
FAX (541) 469-2123  
[www.chetcofcu.org](http://www.chetcofcu.org)

## Commitment Letter

November 17, 2008

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

**RE: Conditional approval of a \$365,000 term loan to finance the purchase of a new tanker/fire truck.**

Dear Mr. Milliman:

Chetco Federal Credit Union (CFCU) is pleased to provide the City of Brookings (Borrower) conditional approval to extend the credit accommodation described below, on the terms and conditions described herein, so long as there has been no material adverse change in Borrower's financial condition or other entity, as determined by CFCU.

This conditional approval is not meant to be, nor shall it be construed as, an attempt to define all the terms and conditions involved in this financing. Rather, it is intended only to outline certain basic points of our understanding around which the final terms and documentation are to be structured. Further negotiations adding to or modifying the general scope of these major terms shall not be precluded by the issuance of this commitment letter and its acceptance by you. CFCU's commitment to make the facility available is subject to (1) Execution of a definitive loan agreement and other documentation acceptable to CFCU and its counsel, (2) Such other terms and conditions as may be required by CFCU and (3) certain terms and conditions described in this conditional approval letter.

Loan Amount: \$ 365,000.00

Borrower: City of Brookings

**Purpose:** To provide partial financing for a new tanker truck to be used by the Fire Department for the City of Brookings.

**Terms**

**and**

**Repayment:**

Annual payment of approximately \$ 30,579.01 beginning November 1, 2010. Interest rate to be 3.00%, fixed for the life of the loan. Loan to be 15 year term, maturing on November 1, 2024, and is fully amortizing.

**Calculation  
of Interest &  
Fees:**

Interest and fees to be calculated on the basis of a 365/365 (actual) method. The interest rates as well as other applicable items (including, but not limited to, minimum borrowing amounts, borrowing notification requirements) would be further defined in loan agreements to be mutually agreed upon by CFCU and Borrower.

**Loan Conditions:** 1) Borrower to maintain a satisfactory relationship with CFCU

2) Combined loan to value not to exceed the lesser of 80% of purchase value of the vehicle and associated equipment.

3) Perfection of CFCU's security interest in collateral to be pledged in Collateral Section of this commitment letter, to CFCU's satisfaction.

**Loan Fee:** WAIVED; document fee: WAIVED

**Costs:** Any additional expenses associated with the financing of each loan, such as appraisal fees, legal fees and recording costs are to be paid by the Borrower. Fees may be applied against loan balance and payable at closing.

**Collateral:** Security for loans shall be to the satisfaction of CFCU. Currently, CFCU and Borrower are considering:

a.) Priority security interest in/on the title to the vehicle.

**Pre-payment  
Penalty:**

None.

**Governing Law:** State of Oregon

**Reporting  
Requirements:**

Financial information: (a) Annual financial statements of Borrower provided within 45 days from the end of the reporting period.

**SUPPLEMENTAL INFORMATION REQUIRED FOR FINAL LOAN FUNDING:**

- 1) A copy of the purchase agreement (purchase order) between the City of Brookings and the vendor for the vehicle and associated equipment.

**Further Assurances:**

Borrower shall provide CFCU further documents, instruments, opinions and assurances as may be requested from time to time by CFCU in connection with this facility. CFCU reserves the right in its sole discretion to cancel its commitment to make the facility available and to terminate the obligations hereunder.

This commitment letter is provided to you solely for the purpose described herein and may not be disclosed to, or relied upon by, and other party without the prior written consent of CFCU. Any acceptance of this offer is subject to the additional terms and conditions which may be contained or set forth in any loan, collateral pledge, guaranty documentation, loan agreement, financial statement or the like.

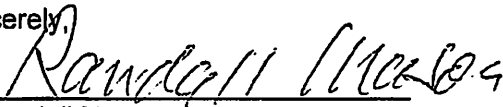
Kindly indicate your agreement to this commitment by signing the enclosed copy and returning it to my attention.

This conditional commitment letter will expire on December 31, 2008 if the signed conditional letter has not been received by that date.

If you have any questions, please call me at 541-469-7700x1048.

Sincerely,

By



Randall Mason

AVP/Commercial Loan Officer

**ACKNOWLEDGEMENT:**

We acknowledge that these fees are estimated and additional charges may be incurred. This commitment to lend is conditioned upon above stated loan conditions and any other conditions deemed reasonable by CFCU.

By : \_\_\_\_\_

Title: \_\_\_\_\_

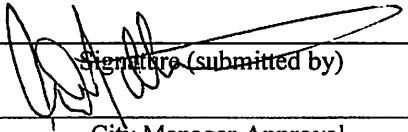
Date: \_\_\_\_\_

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: December 8, 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, email attachment from City Attorney

**Gary Milliman**

---

**From:** John Trew [johntrew@verizon.net]  
**Sent:** Thursday, November 13, 2008 1:02 PM  
**To:** Gary Milliman  
**Cc:** Larry Anderson  
**Subject:** Salmon Run

CONFIDENTIAL ATTORNEY CLIENT CORRESPONDENCE

Dear Gary,

Joyce has provided me with a copy of an assignment of the Salmon Run Lease to The Claveran Group, LLC, dated March 22, 2000 signed by Mayor Bob Hagbom. I recommend that we make sure that the City has a signed copy of the assignment and a copy of the "Receipt of the guaranty" referenced as Exhibit A in the assignment.

Since the assignment has already taken place, there is no reason based on the use of the name The Claveran Group, LLC to not approve the First Amended Lease.

Respectfully submitted,

City Attorney  
John Trew

\*\*\*\*\*CONFIDENTIALITY NOTICE\*\*\*\*\*

This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise the sender immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

\*\*\*\*\*

11/13/2008

( 3 0 )

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;

LEASE AGREEMENT .9



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

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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) it 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.

( 6 2 )

**MINUTES**  
**City of Brookings**  
**Common Council Meeting**  
Brookings City Hall Council Chambers  
898 Elk Drive, Brookings, Oregon 97415  
**Monday, November 10, 2008**

Council met in Executive Session at 6:00pm in the City Manager's Office, 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. The subject of the session was water rights. In attendance were the full Council, City Manager Gary Milliman, Public Works Director John Cowan and City Attorney John Trew with Attorney Martha Pagel participating via telephone.

**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, Public Works Director John Cowan, City Attorney John Trew, Chief Treatment Plants Operator Ray Page, Treatment Plant Operator Assistant Sam Murray and City Recorder Joyce Heffington.

Other present: Curry Coastal Pilot Reporter Arwyn Rice and approximately 1 public.

**Ceremonies/Appointments/Announcements**

Public Works Director Cowan introduced new Treatment Plant Operator Assistant Sam Murray.

**Public Hearings**

Mayor Anderson opened the public hearing to consider for possible adoption revisions to Section 17.88.040(P), Exempt Signs, of Chapter 17.88, Sign Regulations, of the Brookings Municipal Code.

There were no ex parte, bias, personal interests or conflicts declared.

Mayor Anderson reviewed the guidelines and Planning Director Morris reviewed the staff report generally stating that this was a housekeeping matter to update Chapter 17.88 to include the "Public Art Committee" as the review body for murals; there was no public comment.

The hearing was closed at 7:05 pm.

**Councilor Hedenskog moved, a second followed and Council voted unanimously to approve revisions to Section 17.88.040(P), Exempt Signs, Sign Regulations, of the Brookings Municipal Code.**

**Ordinances**

Planning Director Morris generally stated that Ordinance 08-O-621 would allow the adoption of the language approved during the public hearing.

**Councilor Hedenskog moved, a second followed and Council voted unanimously to do a first reading of ordinance 08-O-621, by title only.**

Mayor Anderson read the title.



**Councilor Gordon moved, a second followed and Council voted unanimously to do a second reading of ordinance 08-O-621, by title only.**

Mayor Anderson read the title.

**Councilor Gordon moved, a second followed and Council voted unanimously to adopt 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 Morris generally stated that Ordinance 08-O-622 contained revisions approved at the last meeting.

**Councilor Hedenskog moved, a second followed and Council voted unanimously to do a first reading of Ordinance 08-O-622, by title only.**

Mayor Anderson read the title.

**Councilor Gordon moved, a second followed and Council voted unanimously to do a second reading of Ordinance 08-O-622, by title only.**

Mayor Anderson read the title.

**Councilor Hedenskog moved, a second followed and Council voted unanimously to adopt Ordinance 08-O-622, an ordinance amending Chapter 17.52, General Commercial (C-3) District, of the Brookings Municipal Code, in its entirety.**

#### **Council Liaisons**

Meetings attended:

- Mayor Anderson - 5 City, 1 school
- Councilor Hedenskog - 1 City
- Councilor Pieper - 1 City, 1 County
- Councilor Kitchen - 2 City, 1 Coos Curry Electric Coop.
- Councilor Gordon - 1 City, 1 Chamber Marketing, 1 Coos Curry Commission on Children & Families.

#### **Regular Agenda**

Public Works Director Cowan reviewed proposed changes to Chapter 12.10, Sidewalks, of the Brookings Municipal Code

**Council Hedenskog moved, a second followed and Council voted unanimously to approve amendments to Chapter 12.10 [Sidewalks, of the Brookings Municipal Code], as submitted, and direct staff to prepare ordinance.**

City Manager Milliman reviewed the request for a fee waiver for the Safe Routes to School Project from John Garner, School Superintendant, on behalf of the Safe Routes to School Committee. The waived amount would be used as a match on grant applications for the project.

Mayor Anderson pointed out that the fees in question were adopted in the recent past and would not require the City to expend funds, and that the project would help improve dangerous existing conditions for the area school children and the project, if it is ever fully funded, would benefit the local economy.

**Councilor Hedenskog moved, a second followed and Council voted unanimously to waive the permit and inspection fees for the Easy Street Safe Routes to School Project.**

City Manager Milliman reviewed staff's recommendation to approve the First Amended Lease Agreement with Claveran Group, LLC, incorporating changes previously approved by Council and a legal name change for the lessee.

Mayor Anderson and Councilor Hedenskog generally concurred that the City Attorney should review the contract before Council gave its final approval. Councilor Kitchen generally stated that he did not feel it was worth the extra expense to have the attorney review the lease for a name change.

**Councilor Hedenskog moved, a second followed and Council voted, 4 to 1, with a "Nay" vote from Councilor Kitchen, to continue Regular Agenda Item 8-B [approval of the First Amended Lease Agreement with Claveran Group, LLC, with respect to the Salmon Run Golf Course], to the next regular meeting.**

**Consent Calendar**

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

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

**Remarks from Mayor and Councilors**

- Mayor Anderson complimented the improvements to the Brookings Inn and remarked on the importance of Veteran's Day.
- Councilor Gordon asked that citizens shop locally to help support the local economy.
- Councilor Hedenskog remarked that the Four Ports Group made a recommendation and that he had made a recommendation to Council in writing indicating that there would be a significant impact to Brookings' fisheries.

**Adjournment**

Councilor Gordon moved, a second followed and Council voted unanimously by voice vote to adjourn at 7:31pm.

Respectfully submitted:

ATTESTED:  
this \_\_\_\_\_ day of \_\_\_\_\_ 2008:

\_\_\_\_\_  
Larry Anderson, Mayor

\_\_\_\_\_  
Joyce Heffington, City Recorder

**MINUTES**  
**BROOKINGS PLANNING COMMISSION**  
November 4, 2008

The regular meeting of the Brookings Planning Commission was called to order by Chair Markham at 7:00 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	Cheryl McMahan
Randy Gorman	Bruce Nishioka
Juliane Leighton	

*Staff Present:*

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

*Other:* Approximately 6 participants in the audience.

**CHAIR ANNOUNCEMENTS**

None.

**WRITTEN REQUEST and COMMUNICATIONS**

**THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON WRITTEN REQUESTS AND COMMUNICATIONS**

**THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON FINAL ORDERS**

**THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION IN THE PUBLIC HEARINGS**

1. By a 7-0 vote (Motion: Commissioner Bismarck) the Planning Commission approved File No. **SUB-1-08**, an application for a subdivision to be known as *Neighbor Subdivision*, to divide a .87 acre parcel of land into three (3) parcels; located at 96659 West Harris Heights; Assessor's Map 40-14-36BD, Tax Lot 1701; R-1-6 (Single-family Residential 6,000 sq. ft. minimum lots size), Sherri and David Neighbor, applicants.

No exparte 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.

The action was taken following questions and comments regarding the request from the following:

David Neighbor, applicant	96659 West Harris Heights	Brookings, OR
Rich Roberts-Roberts & Assocs.	Land Surveying P.O. Box 1599	Brookings, OR
Peterson	96577 West Harris Heights	Brookings, OR

Entered into the record were documents from the following:

Attachment A	Betty Jean Bolton, owner of 96563 W. Harris Hgts.
Attachment B	John & Linda Petersen 96577 W. Harris Hgts.
Attachment C	Rich Roberts-Roberts & Assoc. Land Surveying 611 Spruce

The motion was amended to include the conditions of approval in the staff report with the addition of the following:

General Conditions:

- 11) The applicant shall contact the Oregon Department of Environment Quality (DEQ) about the need for a 1200C permit. If one is required a copy shall be provided to the City.
- 12) A 2 ½ foot vegetation easement, in the area adjacent to the west boundary of Neighbor Way, is part of Lot 1. The easement shall be shown on the plat and a note on the plat will describe it as benefiting Lots 2 and 3.

Street Conditions:

- 19) The applicant shall record a Deferred Improvement Agreement (DIA) for future street improvements including storm drainage on the frontage of West Harris Heights Road on Lot 1.

The applicant waived their right to seven (7) additional days in which to submit written testimony. The public hearing was closed at 7:45 p.m.

2. By a 7-0 vote (Motion: Commissioner Markham) the Planning Commission approved the Final ORDER and Findings of Fact for File No. **SUB-1-08**.
3. The Chair opened the public hearing for the continuation of File No. **CP-1-08** at 7:50 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.

No exparte 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.

Entered into the record:

<u>Exhibit M</u> a 7-page document from Tom Huxley	15877 Pelican Dr. Brookings
<u>Exhibit I</u> a 3-page document from Yvonne Maitland	15676 Oceanview Drive

By a 6-0-1 vote (Motion: Commissioner Bismarck) the Planning Commission voted to forward a favorable recommendation to City Council for File No. **CP-1-08**. Commissioner Nishioka cast the dissenting vote because he did not participate at previous hearings concerning the request.

## COUNTY REFERRELS

None.

## **APPROVAL of MINUTES**

By a 4-0-3 vote (motion: Commissioner Markham) the Planning Commission approved the minutes of October 7, 2008 as written. Commissioners Leighton, McMahan, and Nishioka abstained due to absence at the hearing.

## **COMMENTS by the PLANNING STAFF**

Planning Director Morris discussed several items:

- Planner Morris reported according to Resolution #399, an annual evaluation of the *Citizen Involvement Committee* (CIC) program is due each year. Planning Department staff will mail-out the survey/questionnaire in November. A report will be prepared detailing some of the comments received in the questionnaire. The report will be in the December packet following by forwarding the report to the Mayor and City Council at their January meeting.
- The Commission was reminded the annual report is due for the City Council.
- Five volunteers have been chosen to serve on the *Public Art Committee*. This committee reviews applications for murals to be placed on buildings or other structures in the City.
- A "Ten Commandments for Planning Commissioners" hand-out was distributed to the commissioners.
- An annexation and two (2) amendments to the Land Development Code are scheduled for the December 2, 2008, public hearing.

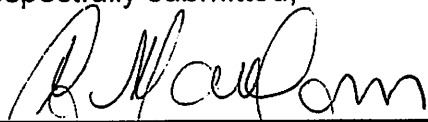
## **COMMISSIONERS COMMENTS**

Commissioner Gorman asked about the changes to SDC's (System Development Charges). Director Morris stated the fee review is in the "draft" stage and he can obtain a copy from the Planning Department.

## **ADJOURNMENT:**

With no further business before the Planning Commission, the meeting closed 8:21 p.m.

Respectfully submitted,



Hedda Markham, Chair  
(approved at Dec 2, 2008 meeting)

MINUTES  
BROOKINGS PARKS AND RECREATION COMMISSION  
October 23, 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 and Chair Michelle Benoit. *Absent:* Don Vilelle.

Others present: John Cowan, Public Works Director

**APPROVAL OF MINUTES**

- A. Correct Commissioner Reports/Comments to indicate Jan Willms also to attend the Easy Manor Park Grant meeting on October 8<sup>th</sup>. **Motion made by Commissioner Parrish to approve the minutes of September 25, 2008 as corrected; motion seconded and Commission voted, the motion carried unanimously.**

**PUBLIC APPEARANCES**

None

**REGULAR AGENDA**

- A. Capella – City Manager Gary Milliman to schedule a meeting with the Capella subcommittee to discuss development of the transition and management plan. Elmo Williams planning opening and dedication ceremonies. Maintenance and landscaping plans to be determined.
- B. Rescheduling of November and December 2008 meetings – due to holidays the November meeting will be rescheduled to November 13<sup>th</sup> and the December meeting will be rescheduled to December 18<sup>th</sup>.

**INFORMATION UPDATES/DISCUSSION ITEMS**

- A. Easy Manor Park – Chair Benoit advised that the Easy Manor Park Committee met and chose a general idea of what to submit to the state in order to get final grant paperwork approved. Committee will meet at playground site to determine size of playground structure that fits with the funds available and start to negotiate prices with play structure vendors.
- B. *Lower Stout Park* – Commissioner Parrish advised that the Stout Park Advisory Committee requested \$6000 from the Urban Renewal Advisory Committee to allocate money towards the Stout Park engineering process. Making contact with local contractors about possibly donating time and equipment during winter to work on park.

**COMMISSIONER REPORTS/COMMENTS**

Commissioner Parrish – Horseshoe Tournament was not well attended but KBSC was able to get video for the upcoming parks promotional video. Need to start making scripts with park descriptions and narrating ideas. Stout Mountain Railways having pumpkin carving workshop October 31<sup>st</sup>, with pumpkins being lit at dusk.

Commissioner Brown – Wondered since the Youth Legacy Grant was not approved about the funding for the multi-purpose fields which is now yet to be determined.

## ADJOURNMENT

With no further business before the Commission, the meeting adjourned at 7:25 pm. Next meeting scheduled for November 13, 2008.

Respectfully submitted,



Michelle Benoit, Chair

(approved at November 13, 2008 meeting)

**MINUTES**  
**TRAFFIC SAFETY COMMITTEE**  
**Council Chamber, 898 Elk Drive**  
**October 15, 2008**

**ROLL CALL**

Quorum not present

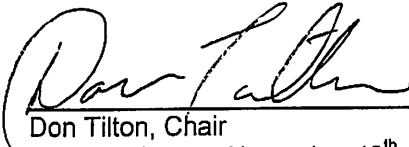
Meeting called to order at 9:40 am

**ADJOURNMENT**

Without a quorum present the meeting was adjourned at 9:41 am.

Next meeting scheduled for November 12<sup>th</sup>, at 9:30 am.

Respectfully submitted,



Don Tilton, Chair

(approved at November 12<sup>th</sup>, 2008 meeting)



Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
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11/08	11/07/2008	60574	2998	Blackbird Shopping Center	10-00-2005	1,191.44
11/08	11/07/2008	60575	2407	Blue Star Gas	10-00-2005	657.24
11/08	11/07/2008	60576	147	Brookings Glass Inc	10-00-2005	3,357.00
11/08	11/07/2008	60577	110	Brookings Harbor Auto Parts	10-00-2005	109.00
11/08	11/07/2008	60578	313	Brookings Vol Firefighters	10-00-2005	2,083.33
11/08	11/07/2008	60579	417	Cabela's Inc	10-00-2005	407.15
11/08	11/07/2008	60580	1840	Chetco Federal Credit Union	10-00-2005	17,088.72
11/08	11/07/2008	60581	3834	Clean Sweep Janitorial Service	10-00-2005	700.00
11/08	11/07/2008	60582	822	Coast Auto Center	10-00-2005	49.79
11/08	11/07/2008	60583	4222	Coastal Country PM	10-00-2005	31.40
11/08	11/07/2008	60584	2542	Crystal Fresh Bottled Water	10-00-2005	163.50
11/08	11/07/2008	60585	337	Curry County Public Health	10-00-2005	105.00
11/08	11/07/2008	60586	173	Curry Equipment Company	10-00-2005	347.80
11/08	11/07/2008	60587	2775	Curtiss Lunsford	10-00-2005	334.02
11/08	11/07/2008	60588	2060	VOID - DO NOT USE	10-00-2005	.00
11/08	11/07/2008	60589	284	Day-Wireless Systems	10-00-2005	886.50
11/08	11/07/2008	60590	185	Del Cur Supply	10-00-2005	211.77
11/08	11/07/2008	60591	1039	Direct Safety Company	10-00-2005	247.45
11/08	11/07/2008	60592	316	Donald & Roberta Chandler	10-00-2005	548.00
11/08	11/07/2008	60593	3342	Fastenal	10-00-2005	94.34
11/08	11/07/2008	60594	153	Ferrellgas	10-00-2005	547.46
11/08	11/07/2008	60595	4355	Freitas, Jerry & Kayla	10-00-2005	51.06
11/08	11/07/2008	60596	4295	GARDNER, ANGELA	10-00-2005	61.22
11/08	11/07/2008	60597	4269	Gary Milliman	10-00-2005	67.50
11/08	11/07/2008	60598	269	Grainger	10-00-2005	52.74
11/08	11/07/2008	60599	139	Harbor Logging Supply	10-00-2005	109.79
11/08	11/07/2008	60600	4360	Kelly, Virginia	10-00-2005	34.00
11/08	11/07/2008	60601	162	Kerr Hardware	10-00-2005	870.40
11/08	11/07/2008	60602	4354	Mickelson, Dean & Florence	10-00-2005	15.86
11/08	11/07/2008	60603	155	Mory's	10-00-2005	324.24
11/08	11/07/2008	60604	424	Munnell & Sherrill	10-00-2005	127.50
11/08	11/07/2008	60605	433	NCL of Wisconsin	10-00-2005	100.94
11/08	11/07/2008	60606	4277	OFSI	10-00-2005	246.00
11/08	11/07/2008	60607	3561	Oil Can Henry's	10-00-2005	33.29
11/08	11/07/2008	60608	4356	Osman, Dana	10-00-2005	94.80
11/08	11/07/2008	60609	1029	Pitney Bowes Purchase Power	10-00-2005	1,000.00
11/08	11/07/2008	60610	4358	Pope, Janice	10-00-2005	76.07
11/08	11/07/2008	60611	322	Postmaster	10-00-2005	720.00
11/08	11/07/2008	60612	1193	PRN Data Services, Inc	10-00-2005	3,609.90
11/08	11/07/2008	60613	187	Quality Fast Lube & Oil	10-00-2005	36.00
11/08	11/07/2008	60614	180	Ray's Food Place	10-00-2005	120.67
11/08	11/07/2008	60615	199	Richard Harper	10-00-2005	300.00
11/08	11/07/2008	60616	169	Roto Rooter	10-00-2005	56,673.98
11/08	11/07/2008	60617	2875	Sporhaven Inc	10-00-2005	2,080.00
11/08	11/07/2008	60618	3819	Stancil Solutions	10-00-2005	643.00
11/08	11/07/2008	60619	4359	Towers, Bradford	10-00-2005	15.52
11/08	11/07/2008	60620	273	Traffic Safety Supply Co, Inc	10-00-2005	449.83
11/08	11/07/2008	60621	383	U.S. Bank National Association	10-00-2005	5,393.75
11/08	11/07/2008	60622	136	United Pipe & Supply Co Inc	10-00-2005	2,934.07
11/08	11/07/2008	60623	991	Verizon Northwest	10-00-2005	495.29
11/08	11/07/2008	60624	861	Village Express Mail Center	10-00-2005	6.87
11/08	11/07/2008	60625	1253	Western Burner Co Inc	10-00-2005	1,078.94
11/08	11/07/2008	60626	4219	Willdan	10-00-2005	2,100.00
11/08	11/07/2008	60627	4357	Willow & Hemlock Storage	10-00-2005	150.00
11/08	11/07/2008	60628	4343	Windham, Valerie	10-00-2005	79.09

M = Manual Check, V = Void Check

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11/08	11/07/2008	60632	166	Dan's Auto & Marine Electric	10-00-2005	584.12
11/08	11/17/2008	60633	2340	Diamond Communications, Inc	10-00-2005	3,668.91
11/08	11/20/2008	60634	3473	4imprint	10-00-2005	1,186.38
11/08	11/20/2008	60635	4362	Allsteel, Inc.	10-00-2005	1,214.07
11/08	11/20/2008	60636	4080	Aquastore NW Inc	10-00-2005	574,968.50
11/08	11/20/2008	60637	2505	Aramark	10-00-2005	547.79
11/08	11/20/2008	60638	256	B & B Excavation	10-00-2005	162.50
11/08	11/20/2008	60639	304	Beckwith & Kuffel	10-00-2005	203.73
11/08	11/20/2008	60640	2998	Blackbird Shopping Center	10-00-2005	586.94
11/08	11/20/2008	60641	416	Brookings Lock & Safe Co	10-00-2005	156.83
11/08	11/20/2008	60642	3015	Charter Communications	10-00-2005	1,147.87
11/08	11/20/2008	60643	305	Chief	10-00-2005	161.94
11/08	11/20/2008	60644	4367	Christow, Mariya	10-00-2005	28.85
11/08	11/20/2008	60645	1745	Coastal Paper & Supply, Inc	10-00-2005	120.38
11/08	11/20/2008	60646	4372	Collins, Luke	10-00-2005	19.74
11/08	11/20/2008	60647	183	Colvin Oil Company	10-00-2005	3,500.50
11/08	11/20/2008	60648	4364	Conney Safety	10-00-2005	151.70
11/08	11/20/2008	60649	182	Coos-Curry Electric	10-00-2005	4,231.63
11/08	11/20/2008	60650	3375	CORRPRO Waterworks	10-00-2005	560.00
11/08	11/20/2008	60651	4371	Crabtree, Jeff	10-00-2005	65.50
11/08	11/20/2008	60652	389	Cummins Northwest LLC	10-00-2005	562.62
11/08	11/20/2008	60653	151	Curry Coastal Pilot	10-00-2005	777.20
11/08	11/20/2008	60654	195	Curry Transfer & Recycling	10-00-2005	640.15
11/08	11/20/2008	60655	371	DEQ Business Office	10-00-2005	765.00
11/08	11/20/2008	60656	4368	Gallegos, Monica	10-00-2005	34.03
11/08	11/20/2008	60657	269	Grainger	10-00-2005	80.20
11/08	11/20/2008	60658	1374	Grange Co-Op	10-00-2005	819.00
11/08	11/20/2008	60659	198	Grants Pass Water Lab	10-00-2005	210.00
11/08	11/20/2008	60660	4361	Green, Gary	10-00-2005	33.02
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11/08	11/20/2008	60662	154	Hagen's Dry Cleaners	10-00-2005	24.00
11/08	11/20/2008	60663	131	HGE, Inc	10-00-2005	4,312.50
11/08	11/20/2008	60664	4365	High Tech Security	10-00-2005	175.00
11/08	11/20/2008	60665	4190	Integra Telecom	10-00-2005	1,618.96
11/08	11/20/2008	60666	4366	JCCADSV	10-00-2005	50.00
11/08	11/20/2008	60667	578	John Cowan	10-00-2005	27.00
11/08	11/20/2008	60668	3726	Kennedy/Jenks Consultants Inc	10-00-2005	6,224.47
11/08	11/20/2008	60669	283	Mufflers & More	10-00-2005	228.00
11/08	11/20/2008	60670	4224	Oce Imagistics, Inc.	10-00-2005	243.51
11/08	11/20/2008	60671	279	One Call Concepts, Inc	10-00-2005	23.10
11/08	11/20/2008	60672	375	OR Department of Revenue	10-00-2005	100.85
11/08	11/20/2008	60673	695	P & S Construction Co, Inc	10-00-2005	3,000.00
11/08	11/20/2008	60674	252	Paramount Pest Control	10-00-2005	42.00
11/08	11/20/2008	60675	311	Paramount Supply Company	10-00-2005	465.84
11/08	11/20/2008	60676	3633	Peterson Cat	10-00-2005	68.30
11/08	11/20/2008	60677	866	Pitney Bowes Global Financial	10-00-2005	137.00
11/08	11/20/2008	60678	1193	PRN Data Services, Inc	10-00-2005	1,200.32
11/08	11/20/2008	60679	1893	Public Safety Center, Inc	10-00-2005	622.00
11/08	11/20/2008	60680	187	Quality Fast Lube & Oil	10-00-2005	40.00
11/08	11/20/2008	60681		Information Only Check	10-00-2005	.00 V
11/08	11/20/2008	60682	207	Quill Corporation	10-00-2005	2,165.83
11/08	11/20/2008	60683	3954	Riverside Manufacturing Co	10-00-2005	331.67
11/08	11/20/2008	60684	4363	Robert N. Black, Attorney	10-00-2005	552.75
11/08	11/20/2008	60685	169	Roto Rooter	10-00-2005	388.00

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
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11/08	11/20/2008	60688	2640	The Dyer Partnership Inc	10-00-2005	2,907.53
11/08	11/20/2008	60689	142	Tidewater Contractors Inc	10-00-2005	35,517.33
11/08	11/20/2008	60690	2586	TMG Services Inc	10-00-2005	131.33
11/08	11/20/2008	60691	797	Town & Country Animal Clinic	10-00-2005	91.20
11/08	11/20/2008	60692	179	Trew & Cyphers LLP	10-00-2005	2,547.50
11/08	11/20/2008	60693	978	U.S. Bank	10-00-2005	56,774.33
11/08	11/20/2008	60694	2541	U.S. Bank	10-00-2005	323,996.88
11/08	11/20/2008	60695	432	USA Bluebook	10-00-2005	48.31
11/08	11/20/2008	60696	4370	Verizon Business	10-00-2005	81.33
11/08	11/20/2008	60697	991	Verizon Northwest	10-00-2005	19.28
11/08	11/20/2008	60698	861	Village Express Mail Center	10-00-2005	24.54
11/08	11/20/2008	60699	4219	Willdan	10-00-2005	2,556.40
11/08	11/20/2008	60700	4131	Zumar Industries Inc	10-00-2005	745.24
11/08	11/20/2008	60701	4369	Zurich American Insurance Co.	10-00-2005	1,055.00
Totals:						<u>1,162,478.85</u>

OREGON LIQUOR CONTROL COMMISSION  
LIQUOR LICENSE APPLICATION



PLEASE PRINT OR TYPE

Application is being made for:

LICENSE TYPES

- ☒ Full On-Premises Sales (\$402.60/yr)  
☒ Commercial Establishment  
☒ Caterer  
☐ Passenger Carrier  
☐ Other Public Location  
☐ Private Club  
☐ Limited On-Premises Sales (\$202.60/yr)  
☐ Off-Premises Sales (\$100/yr)  
☐ with Fuel Pumps  
☐ Brewery Public House (\$252.60)  
☐ Winery (\$250/yr)  
☐ Other: \_\_\_\_\_

ACTIONS

- ☒ Change Ownership  
☐ New Outlet  
☐ Greater Privilege  
☐ Additional Privilege  
☐ Other: \_\_\_\_\_

Applying as:

- ☒ Individuals ☐ Limited Partnership ☐ Corporation ☐ Limited Liability Company

FOR CITY AND COUNTY USE ONLY  
The city council or county commission:

(name of city or county)

recommends that this license be:

Granted ☐ Denied ☐

By: \_\_\_\_\_

(signature)

(date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OLCC USE ONLY

Application Rec'd by: MOF

Date: 10-7-08

90-day authority: ☐ Yes ☐ No

1. Applicant(s): [See SECTION 1 of the Guide]

① BRYAN D SKIDMORE ③ \_\_\_\_\_

② Hayley McElle Farmer ④ \_\_\_\_\_

2. Trade Name (dba): Bella Italia Ristorante

3. Business Location: 1025 Chetco Ave BROOKINGS, ORE 97415  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: \_\_\_\_\_  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541-469-6647 \_\_\_\_\_  
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: Lorraine Swigert Type of License: Restaurant

8. Former Business Name: Bella Italia Ristorante

9. Will you have a manager? ☐ Yes ☐ No Name: \_\_\_\_\_  
(manager must fill out an individual history form)

10. What is the local governing body where your business is located? BROOKINGS, CURRY CO.  
(name of city or county)

11. Contact person for this application: Hayley McElle Farmer 541-251-4027  
(name) (phone number(s))  
P.O. 4773 BROOKINGS, OREGON uppercrustdesigns@hotmail.  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date: .

① \_\_\_\_\_ Date \_\_\_\_\_ ③ \_\_\_\_\_ Date \_\_\_\_\_  
② Hayley McElle Farmer Date 10-10-08 ④ \_\_\_\_\_ Date \_\_\_\_\_

1-800-452-OLCC (6522)  
www.olcc.state.or.us

# CITY OF BROOKINGS POLICE DEPARTMENT


Chris Wallace, Chief of Police



To: Brookings City Council through City Manager Gary Milliman  
From: Sergeant Mike Cooper  
Date: September 17<sup>th</sup> 2008  
Subject: Liquor License Application

The Brookings Police Department found no local disqualifying information on Hayley M Farr and her attached individual liquor license applications. This is a change of ownership of Bella Italia Ristoranti located at 1025 Chetco Ave, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicant is granted their request with final approval coming from the Oregon Liquor Control Commission.

Respectfully Submitted

  
Sergeant Mike Cooper  
Brookings Police Department



898 ELK DRIVE  
BROOKINGS, OR. 97415

[www.brookings.or.us](http://www.brookings.or.us)

Phone: (541) 469-3118  
Fax (541) 412-0253





# General Fund

October 31, 2008

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	24,668.25	132,957.70	2,312,350.00	2,179,392.30	5.8
LICENSES AND PERMITS	27,190.59	72,643.07	98,375.00	25,731.93	73.8
INTERGOVERNMENTAL	8,484.10	44,050.97	475,800.00	431,749.03	9.3
CHARGES FOR SERVICES	1,322.10	21,906.03	117,900.00	95,993.97	18.6
OTHER REVENUE	20,706.04	48,990.46	116,900.00	67,909.54	41.9
TRANSFERS IN	.00	928,458.00	1,469,657.00	541,199.00	63.2
 TOTAL FUND REVENUE	 82,351.08	 1,249,006.23	 4,590,982.00	 3,341,975.77	 27.2
<u>EXPENDITURES</u>					
JUDICIAL	734.20	2,786.34	5,850.00	3,063.66	47.6
LEGISLATIVE/ADMINISTRATION	18,366.48	93,569.80	295,480.00	201,910.20	31.7
POLICE	100,172.08	749,070.48	2,117,250.00	1,368,179.52	35.4
FIRE	21,894.52	100,753.39	323,150.00	222,396.61	31.2
PLANNING AND BUILDING	20,866.37	106,021.06	444,243.00	338,221.94	23.9
PARKS & RECREATION	8,347.52	44,326.55	195,050.00	150,723.45	22.7
ADMINISTRATIVE SERVICES	14,639.86	69,743.90	261,880.00	192,136.10	26.6
SWIMMING POOL	1,208.34	72,412.27	99,230.00	26,817.73	73.0
NON-DEPARTMENTAL	14,870.28	78,899.04	848,849.00	769,949.96	9.3
 TOTAL FUND EXPENDITURES	 201,099.65	 1,317,582.83	 4,590,982.00	 3,273,399.17	 28.7
 NET REVENUE OVER EXPENDITURES	 ( 118,748.57 )	 ( 68,576.60 )	 .00	 68,576.60	 .0

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

STREET FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
INTERGOVERNMENTAL	25,530.26	67,913.20	282,400.00	214,486.80	24.1
OTHER REVENUE	823.69	1,787.18	3,900.00	2,112.82	45.8
TRANSFER IN	.00	.00	122,200.00	122,200.00	.0
	<u>26,353.95</u>	<u>69,700.38</u>	<u>408,500.00</u>	<u>338,799.62</u>	<u>17.1</u>
<u>EXPENDITURES</u>					
EXPENDITURES	9,446.87	146,909.01	408,500.00	261,590.99	36.0
	<u>9,446.87</u>	<u>146,909.01</u>	<u>408,500.00</u>	<u>261,590.99</u>	<u>36.0</u>
NET REVENUE OVER EXPENDITURES	<u>16,907.08</u>	<u>( 77,208.63 )</u>	<u>.00</u>	<u>77,208.63</u>	<u>.0</u>



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

WATER FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
CHARGES FOR SERVICES	.00	.00	38,125.00	38,125.00	.0
CHARGES FOR SERVICES	102,538.56	517,358.87	1,144,700.00	627,341.13	45.2
OTHER INCOME	880.00	751,939.84	4,018,000.00	3,266,060.16	18.7
TRANSFERS IN	.00	.00	177,800.00	177,800.00	.0
 TOTAL FUND REVENUE	 103,418.56	 1,269,298.71	 5,378,625.00	 4,109,326.29	 23.6
 <u>EXPENDITURES</u>					
WATER DISTRIBUTION	290,892.32	629,484.41	4,720,516.00	4,091,031.59	13.3
WATER TREATMENT	20,312.86	171,499.83	658,109.00	486,609.17	26.1
WATER DISTRIBUTION	.00	.00	.00	.00	.0
 TOTAL FUND EXPENDITURES	 311,205.18	 800,984.24	 5,378,625.00	 4,577,640.76	 14.9
 NET REVENUE OVER EXPENDITURES	 ( 207,786.62 )	 468,314.47	 .00	 ( 468,314.47 )	 .0

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

WASTEWATER FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
CHARGES FOR SERVICES	207,082.45	865,463.56	2,416,200.00	1,550,736.44	35.8
OTHER REVENUE	.00	1,032.75	5,033,000.00	5,031,967.25	.0
TRANSFER IN	.00	.00	1,250,000.00	1,250,000.00	.0
 TOTAL FUND REVENUE	 <u>207,082.45</u>	 <u>866,496.31</u>	 <u>8,699,200.00</u>	 <u>7,832,703.69</u>	 <u>10.0</u>
 <u>EXPENDITURES</u>					
WASTEWATER COLLECTION	22,320.34	351,917.90	861,573.00	509,655.10	40.9
WASTEWATER TREATMENT	45,560.48	1,377,058.71	7,839,627.00	6,462,568.29	17.6
 TOTAL FUND EXPENDITURES	 <u>67,880.82</u>	 <u>1,728,976.61</u>	 <u>8,701,200.00</u>	 <u>6,972,223.39</u>	 <u>19.9</u>
 NET REVENUE OVER EXPENDITURES	 <u>139,201.63</u>	 <u>( 862,480.30 )</u>	 <u>( 2,000.00 )</u>	 <u>860,480.30</u>	 <u>(124.0 )</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

911 FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
INTERGOVERNMENTAL	.00	32,197.13	140,000.00	107,802.87	23.0
OTHER REVENUE	.00	668.27	5,000.00	4,331.73	13.4
TRANSFER IN	.00	.00	340,900.00	340,900.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND REVENUE	.00	32,865.40	485,900.00	453,034.60	6.8
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<u>EXPENDITURES</u>					
EXPENDITURES	.00	303,770.37	485,900.00	182,129.63	62.5
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND EXPENDITURES	.00	303,770.37	485,900.00	182,129.63	62.5
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
NET REVENUE OVER EXPENDITURES	.00	( 270,904.97 )	.00	270,904.97	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

AZALEA PARK FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
TAXES	2,743.94	9,814.25	19,700.00	9,885.75	49.8
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	.00	184.21	500.00	315.79	36.8
TRANSFERS IN	.00	.00	19,200.00	19,200.00	.0
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
TOTAL FUND REVENUE	<u>2,743.94</u>	<u>9,998.46</u>	<u>39,400.00</u>	<u>29,401.54</u>	<u>25.4</u>
<u>EXPENDITURES</u>					
EXPENDITURES	<u>427.76</u>	<u>8,682.08</u>	<u>39,400.00</u>	<u>30,717.92</u>	<u>22.0</u>
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
TOTAL FUND EXPENDITURES	<u>427.76</u>	<u>8,682.08</u>	<u>39,400.00</u>	<u>30,717.92</u>	<u>22.0</u>
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
NET REVENUE OVER EXPENDITURES	<u>2,316.18</u>	<u>1,316.38</u>	<u>.00</u>	<u>( 1,316.38 )</u>	<u>.0</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

DEBT SERVICE BOND FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
TAXES	193.97	952.68	107,600.00	106,647.32	.9
OTHER INCOME	.00	453.12	1,000.00	546.88	45.3
TRANSFER IN	.00	.00	61,900.00	61,900.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND REVENUE	193.97	1,405.80	170,500.00	169,094.20	.8
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<u>EXPENDITURES</u>					
EXPENDITURES	.00	.00	170,500.00	170,500.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND EXPENDITURES	.00	.00	170,500.00	170,500.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
NET REVENUE OVER EXPENDITURES	<u>193.97</u>	<u>1,405.80</u>	<u>.00</u>	<u>( 1,405.80 )</u>	<u>.0</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

DEBT SERVICE BOND SERIES 2003

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
OTHER REVENUE	.00	2,578.72	1,000.00	( 1,578.72 )	257.9
TRANSFERS IN	.00	283,000.00	285,000.00	2,000.00	99.3
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
TOTAL FUND REVENUE	.00	285,578.72	286,000.00	421.28	99.9
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>EXPENDITURES</u>					
EXPENDITURES	.00	.00	284,000.00	284,000.00	.0
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
TOTAL FUND EXPENDITURES	.00	.00	284,000.00	284,000.00	.0
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
NET REVENUE OVER EXPENDITURES	.00	285,578.72	2,000.00	( 283,578.72 )	1278.9
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

FUND 43

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
ASSESSMENTS	.00	.00	.00	.00	.0
TRANSFER IN	.00	.00	.00	.00	.0
 TOTAL FUND REVENUE	 .00	 .00	 .00	 .00	 .0
 <u>EXPENDITURES</u>					
EXPENDITURES	.00	.00	.00	.00	.0
 TOTAL FUND EXPENDITURES	 .00	 .00	 .00	 .00	 .0
 NET REVENUE OVER EXPENDITURES	 .00	 .00	 .00	 .00	 .0

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

DAWSON BANCROFT BOND FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
ASSESSMENTS	744.73	2,402.32	43,000.00	40,597.68	5.6
TRANSFER IN	.00	12,056.00	149,469.00	137,413.00	8.1
 TOTAL FUND REVENUE	 744.73	 14,458.32	 192,469.00	 178,010.68	 7.5
<u>EXPENDITURES</u>					
EXPENDITURES	.00	425.00	192,469.00	192,044.00	.2
 TOTAL FUND EXPENDITURES	 .00	 425.00	 192,469.00	 192,044.00	 .2
 NET REVENUE OVER EXPENDITURES	 744.73	 14,033.32	 .00 (	 14,033.32 )	 .0



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

WATER LOAN FUND - OECDD

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
OTHER REVENUE	.00	.00	1,000.00	1,000.00	.0
TRANSFERS IN	.00	.00	315,000.00	315,000.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND REVENUE	.00	.00	316,000.00	316,000.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<u>EXPENDITURES</u>					
EXPENDITURES	.00	.00	316,000.00	316,000.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND EXPENDITURES	.00	.00	316,000.00	316,000.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

WASTEWATER LOAN FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
OTHER REVENUE	.00	.00	.00	.00	.0
OTHER REVENUE	.00	11,445.54	60,000.00	48,554.46	19.1
TRANSFERS IN	.00	715,300.00	2,206,386.00	1,491,086.00	32.4
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
TOTAL FUND REVENUE	<u>.00</u>	<u>726,745.54</u>	<u>2,266,386.00</u>	<u>1,539,640.46</u>	<u>32.1</u>
 <u>EXPENDITURES</u>					
EXPENDITURES	<u>.00</u>	<u>501,244.00</u>	<u>2,266,386.00</u>	<u>1,765,142.00</u>	<u>22.1</u>
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
TOTAL FUND EXPENDITURES	<u>.00</u>	<u>501,244.00</u>	<u>2,266,386.00</u>	<u>1,765,142.00</u>	<u>22.1</u>
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>225,501.54</u>	<u>.00</u>	<u>( 225,501.54 )</u>	<u>.0</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

WW BIOSOLID DEBT SERVICE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
OTHER REVENUE	.00	.00	.00	.00	.0
TRANSFERS IN	.00	.00	500,000.00	500,000.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND REVENUE	.00	.00	500,000.00	500,000.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<u>EXPENDITURES</u>					
EXPENDITURES	.00	.00	500,000.00	500,000.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND EXPENDITURES	.00	.00	500,000.00	500,000.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

RESERVE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
OTHER REVENUE	.00	4,701.85	20,000.00	15,298.15	23.5
TRANSFER IN	.00	57,000.00	735,021.00	678,021.00	7.8
 TOTAL FUND REVENUE	 .00	 61,701.85	 755,021.00	 693,319.15	 8.2
<u>EXPENDITURES</u>					
EXPENDITURES	1,661.17	15,036.17	755,021.00	739,984.83	2.0
 TOTAL FUND EXPENDITURES	 1,661.17	 15,036.17	 755,021.00	 739,984.83	 2.0
 NET REVENUE OVER EXPENDITURES	 ( 1,661.17 )	 46,665.68	 .00	 ( 46,665.68 )	 .0

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

STREET SYSTEM REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
STREET SYSTEM REVENUE	10,123.86	43,249.89	87,000.00	43,750.11	49.7
TRANSFER IN	.00	.00	375,490.00	375,490.00	.0
 TOTAL FUND REVENUE	 10,123.86	 43,249.89	 462,490.00	 419,240.11	 9.4
 <u>EXPENDITURES</u>					
STREET SYSTEM REPLACEMENT	.00	.00	462,490.00	462,490.00	.0
STREET SYSTEM REPLACEMENT	.00	.00	.00	.00	.0
 TOTAL FUND EXPENDITURES	 .00	 .00	 462,490.00	 462,490.00	 .0
 NET REVENUE OVER EXPENDITURES	 10,123.86	 43,249.89	 .00 (	 43,249.89 )	 .0

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

WATER SYSTEM REPLACEMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
WATER SYSTEM REVENUE	18,283.40	48,979.82	91,000.00	42,020.18	53.8
TRANSFER IN	.00	.00	15,655.00	15,655.00	.0
	<u>18,283.40</u>	<u>48,979.82</u>	<u>106,655.00</u>	<u>57,675.18</u>	<u>45.9</u>
<u>EXPENDITURES</u>					
WATER SYSTEM REPLACEMENT	.00	.00	106,655.00	106,655.00	.0
	<u>.00</u>	<u>.00</u>	<u>106,655.00</u>	<u>106,655.00</u>	<u>.0</u>
NET REVENUE OVER EXPENDITURES	<u>18,283.40</u>	<u>48,979.82</u>	<u>.00</u>	<u>( 48,979.82 )</u>	<u>.0</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

WASTEWATER SYSTEM REPLACE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
WASTEWATER SYSTEM REVENUE	9,089.83	39,499.72	73,000.00	33,500.28	54.1
WASTEWATER SYSTEM REVENUE	.00	.00	.00	.00	.0
TRANSFER IN	.00	.00	459,579.00	459,579.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND REVENUE	9,089.83	39,499.72	532,579.00	493,079.28	7.4
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<u>EXPENDITURES</u>					
WASTEWATER SYSTEM REPLACEMENT	.00	.00	532,579.00	532,579.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND EXPENDITURES	.00	.00	532,579.00	532,579.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
NET REVENUE OVER EXPENDITURES	<u>9,089.83</u>	<u>39,499.72</u>	<u>.00</u>	<u>( 39,499.72 )</u>	<u>.0</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

STORMWATER SYSTEM REPLACE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
SOURCE 03	.00	.00	72,000.00	72,000.00	.0
SOURCE 09	.00	.00	.00	.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND REVENUE	.00	.00	72,000.00	72,000.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<u>EXPENDITURES</u>					
DEPARTMENT 42	.00	.00	72,000.00	72,000.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND EXPENDITURES	.00	.00	72,000.00	72,000.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

STREET SYSTEM DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
IMPROVEMENT REVENUE	.00	2,994.49	16,000.00	13,005.51	18.7
REIMBURSEMENT REVENUE	.00	564.00	1,200.00	636.00	47.0
TRANSFER IN	.00	.00	282,325.00	282,325.00	.0
 TOTAL FUND REVENUE	 .00	 3,558.49	 299,525.00	 295,966.51	 1.2
 <u>EXPENDITURES</u>					
IMPROVEMENT EXPENDITURES	.00	.00	282,504.00	282,504.00	.0
REIMBURSEMENT EXPENDITURES	.00	.00	17,021.00	17,021.00	.0
 TOTAL FUND EXPENDITURES	 .00	 .00	 299,525.00	 299,525.00	 .0
 NET REVENUE OVER EXPENDITURES	 .00	 3,558.49	 .00 (	 3,558.49 )	 .0

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

WATER SYSTEM DEVELOPMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
IMPROVEMENT REVENUE	.00	4,224.63	41,000.00	36,775.37	10.3
REIMBURSEMENT REVENUE	.00	.00	4,500.00	4,500.00	.0
TRANSFER IN	.00	.00	734,873.00	734,873.00	.0
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
TOTAL FUND REVENUE	<u>.00</u>	<u>4,224.63</u>	<u>780,373.00</u>	<u>776,148.37</u>	<u>.5</u>
<u>EXPENDITURES</u>					
IMPROVEMENT EXPENDITURES	1,955.34	4,340.84	763,352.00	759,011.16	.6
REIMBURSEMENT EXPENDITURES	.00	.00	17,021.00	17,021.00	.0
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
TOTAL FUND EXPENDITURES	<u>1,955.34</u>	<u>4,340.84</u>	<u>780,373.00</u>	<u>776,032.16</u>	<u>.6</u>
NET REVENUE OVER EXPENDITURES	<u>( 1,955.34 )</u>	<u>( 116.21 )</u>	<u>.00</u>	<u>116.21</u>	<u>.0</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

WASTEWATER SYSTEM DEVELOPMENT

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
IMPROVEMENT REVENUE	.00	1,169.40	40,127.00	38,957.60	2.9
REIMBURSEMENT REVENUE	.00	4,800.30	67,350.00	62,549.70	7.1
TRANSFER IN	.00	.00	64,173.00	64,173.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND REVENUE	.00	5,969.70	171,650.00	165,680.30	3.5
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<u>EXPENDITURES</u>					
IMPROVEMENT EXPENDITURES	1,955.34	4,291.84	8,000.00	3,708.16	53.7
REIMBURSEMENT EXPENDITURES	.00	156,300.00	163,650.00	7,350.00	95.5
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND EXPENDITURES	1,955.34	160,591.84	171,650.00	11,058.16	93.6
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
NET REVENUE OVER EXPENDITURES	( 1,955.34 )	( 154,622.14 )	.00	154,622.14	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

PARKS & REC SYSTEM DEVELOPMENT

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
IMPROVEMENT REVENUE	.00	743.98	26,500.00	25,756.02	2.8
REIMBURSEMENT REVENUE	.00	.00	4,000.00	4,000.00	.0
TRANSFER IN	.00	.00	98,000.00	98,000.00	.0
 TOTAL FUND REVENUE	 .00	 743.98	 128,500.00	 127,756.02	 .6
 <u>EXPENDITURES</u>					
IMPROVEMENT EXPENDITURES	.00	.00	122,940.00	122,940.00	.0
REIMBURSEMENT EXPENDITURES	.00	.00	5,560.00	5,560.00	.0
 TOTAL FUND EXPENDITURES	 .00	 .00	 128,500.00	 128,500.00	 .0
 NET REVENUE OVER EXPENDITURES	 .00	 743.98	 .00 (	 743.98 )	 .0

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

STORM DRAIN SYSTEM DEVELOPMENT

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
IMPROVEMENT REVENUE	452.34	1,529.67	10,000.00	8,470.33	15.3
REIMBURSEMENT REVENUE	682.66	1,084.01	9,800.00	8,715.99	11.1
TRANSFER IN	.00	.00	122,000.00	122,000.00	.0
 TOTAL FUND REVENUE	 1,135.00	 2,613.68	 141,800.00	 139,186.32	 1.8
 <u>EXPENDITURES</u>					
IMPROVEMENT EXPENDITURES	1,955.35	2,564.35	129,100.00	126,535.65	2.0
REIMBURSEMENT EXPENDITURES	.00	1,625.00	12,700.00	11,075.00	12.8
 TOTAL FUND EXPENDITURES	 1,955.35	 4,189.35	 141,800.00	 137,610.65	 3.0
 NET REVENUE OVER EXPENDITURES (	 820.35 ) (	 1,575.67 )	 .00	 1,575.67	 .0

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

STOUT PARK TRUST FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
OTHER REVENUE	.00	123.92	400.00	276.08	31.0
TRANSFER IN	.00	.00	16,450.00	16,450.00	.0
	<u>.00</u>	<u>123.92</u>	<u>16,850.00</u>	<u>16,726.08</u>	<u>.7</u>
TOTAL FUND REVENUE					
<u>EXPENDITURES</u>					
EXPENDITURES	.00	50.00	16,850.00	16,800.00	.3
	<u>.00</u>	<u>50.00</u>	<u>16,850.00</u>	<u>16,800.00</u>	<u>.3</u>
TOTAL FUND EXPENDITURES					
NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>73.92</u>	<u>.00</u>	<u>( 73.92 )</u>	<u>.0</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

K-9 FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	2,790.00	12,958.87	20,500.00	7,541.13	63.2
TRANSFERS IN	.00	.00	17,830.00	17,830.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	
TOTAL FUND REVENUE	2,790.00	12,958.87	38,330.00	25,371.13	33.8
	<hr/>	<hr/>	<hr/>	<hr/>	
<u>EXPENDITURES</u>					
K-9 EXPENDITURES	1,350.26	6,799.62	38,330.00	31,530.38	17.7
	<hr/>	<hr/>	<hr/>	<hr/>	
TOTAL FUND EXPENDITURES	1,350.26	6,799.62	38,330.00	31,530.38	17.7
	<hr/>	<hr/>	<hr/>	<hr/>	
NET REVENUE OVER EXPENDITURES	<u>1,439.74</u>	<u>6,159.25</u>	<u>.00</u>	<u>( 6,159.25 )</u>	<u>.0</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

HEALTH FAIR FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	.00	15.38	1,600.00	1,584.62	1.0
TRANSFERS IN	.00	.00	2,200.00	2,200.00	.0
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
TOTAL FUND REVENUE	.00	15.38	3,800.00	3,784.62	.4
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>EXPENDITURES</u>					
HEALTH FAIR EXPENDITURES	.00	.00	3,800.00	3,800.00	.0
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
TOTAL FUND EXPENDITURES	.00	.00	3,800.00	3,800.00	.0
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>15.38</u>	<u>.00</u>	<u>( 15.38 )</u>	<u>.0</u>



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

SAFETY CITY FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	.00	12.85	1,600.00	1,587.15	.8
TRANSFERS IN	.00	.00	2,000.00	2,000.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND REVENUE	.00	12.85	3,600.00	3,587.15	.4
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<u>EXPENDITURES</u>					
SAFETY CITY EXPENDITURES	125.00	810.30	3,600.00	2,789.70	22.5
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND EXPENDITURES	125.00	810.30	3,600.00	2,789.70	22.5
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
NET REVENUE OVER EXPENDITURES	( 125.00 )	( 797.45 )	.00	797.45	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

COMMUNITY POLICING FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	.00	.68	100.00	99.32	.7
TRANSFERS IN	.00	.00	100.00	100.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND REVENUE	.00	.68	200.00	199.32	.3
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<u>EXPENDITURES</u>					
COMM. POLICING EXPENDITURES	.00	.00	200.00	200.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND EXPENDITURES	.00	.00	200.00	200.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
NET REVENUE OVER EXPENDITURES	.00	.68	.00 (	.68 )	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

URBAN RENEWAL AGENCY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	552.37	2,714.99	337,745.00	335,030.01	.8
INTERGOVERNMENTAL	.00	.00	600,000.00	600,000.00	.0
OTHER REVENUE	6.89	3,419,832.16	4,002,500.00	582,667.84	85.4
TRANSFERS IN	.00	.00	144,745.00	144,745.00	.0
 TOTAL FUND REVENUE	 559.26	 3,422,547.15	 5,084,990.00	 1,662,442.85	 67.3
 <u>EXPENDITURES</u>					
GENERAL	11,429.50	603,094.00	1,984,990.00	1,381,896.00	30.4
GENERAL	.00	79,180.13	3,100,000.00	3,020,819.87	2.6
GENERAL	.00	.00	.00	.00	.0
GENERAL	.00	.00	.00	.00	.0
 TOTAL FUND EXPENDITURES	 11,429.50	 682,274.13	 5,084,990.00	 4,402,715.87	 13.4
 NET REVENUE OVER EXPENDITURES	 ( 10,870.24 )	 2,740,273.02	 .00	 ( 2,740,273.02 )	 .0

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING OCTOBER 31, 2008

URBAN RENEWAL AGENCY DEBT

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
<u>REVENUE</u>					
OTHER REVENUE	.00	.00	.00	.00	.0
TRANSFERS IN	.00	540,000.00	540,000.00	.00	100.0
 TOTAL FUND REVENUE	 .00	 540,000.00	 540,000.00	 .00	 100.0
 <u>EXPENDITURES</u>					
DEBT SERVICE	.00	29,875.00	540,000.00	510,125.00	5.5
 TOTAL FUND EXPENDITURES	 .00	 29,875.00	 540,000.00	 510,125.00	 5.5
 NET REVENUE OVER EXPENDITURES	 .00	 510,125.00	 .00	 ( 510,125.00 )	 .0

# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION



PLEASE PRINT OR TYPE

Application is being made for:

## LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
- ☐ Commercial Establishment
- ☐ Caterer
- ☐ Passenger Carrier
- ☐ Other Public Location
- ☐ Private Club
- ☒ Limited On-Premises Sales (\$202.60/yr)
- ☐ Off-Premises Sales (\$100/yr)
- ☐ with Fuel Pumps
- ☐ Brewery Public House (\$252.60)
- ☐ Winery (\$250/yr)
- ☐ Other: \_\_\_\_\_

## ACTIONS

- ☒ Change Ownership
- ☐ New Outlet
- ☐ Greater Privilege
- ☐ Additional Privilege
- ☐ Other \_\_\_\_\_

Applying as:

- ☒ Individuals ☐ Limited Partnership ☐ Corporation ☐ Limited Liability Company

FOR CITY AND COUNTY USE ONLY

The city council or county commission:

City of Brookings  
(name of city or county)

recommends that this license be:

Granted ☒ Denied ☐

By: [Signature] 12-9-08  
(signature) (date)

Name: MAYOR

Title: Larry Anderson

OLCC USE ONLY

Application Rec'd by: MD7

Date: 12-03-08

90-day authority: ☐ Yes ☐ No

1. Applicant(s): [See SECTION 1 of the Guide]

① BRIAN SCOTT ③ \_\_\_\_\_

② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): THE GALLERY RESTAURANTS

3. Business Location: 575 CHETCO AVE BROOKINGS CURRY OR 97415  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: PO Box 4099 BROOKINGS OR 97415  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541-661-1002 \_\_\_\_\_  
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: MARILYN BLUE Type of License: LIMITED ON-PREMISES

8. Former Business Name: THE GALLERY RESTAURANTS

9. Will you have a manager? ☐ Yes ☒ No Name: \_\_\_\_\_  
(manager must fill out an individual history form)

10. What is the local governing body where your business is located? BROOKINGS  
(name of city or county)

11. Contact person for this application: BRIAN SCOTT 541-661-1002 541 469 9868  
(name) (phone number(s))  
49338 S-BANK CTRCO RD BROOKINGS OR 97415 SCOTT@NWTEC.COM  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① Brian Scott Date 10/29/08 ③ \_\_\_\_\_ Date \_\_\_\_\_

② \_\_\_\_\_ Date \_\_\_\_\_ ④ \_\_\_\_\_ Date \_\_\_\_\_

1-800-452-OLCC (6522)  
www.olcc.state.or.us

# CITY OF BROOKINGS POLICE DEPARTMENT

Chris Wallace, Chief of Police



**To:** Brookings City Council through City Manager Gary Milliman  
**From:** Chief Chris Wallace 27813/201  
**Date:** 12-05-08  
**Subject:** Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Brian Scott** with his attached liquor license application. The business "**The Gallery Restaurants**" is located at 575 Chetco Avenue, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicant be granted his request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

Chief Chris Wallace  
Brookings Police Department



898 ELK DRIVE  
Brookings, Or. 97415  
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