

PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Tuesday, December 18, 2018 • 6:00 pm
 Harbor Fire / Harbor Water District, Conference Room
 98069 W Benham Lane, Harbor OR 97415
TENTATIVE AGENDA - REVISED

1. CALL MEETING TO ORDER

- Pledge of Allegiance
- Roll Call
- Introduction of Guests and Port Staff
- Modifications, Additions, and Changes to the Agenda
- Declaration of Potential Conflicts of Interest

2. APPROVAL OF AGENDA

3. PUBLIC COMMENTS (Limited to a maximum of three minutes per person. A “Public Comment Request”, located near the entrance, must be completed and turned into the President prior to the beginning of the meeting.)

4. CONSENT ITEMS

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A. Monday, November 5, 2018, Special Meeting	
B. Thursday, November 8, 2018, Special Meeting	
C. Tuesday, November 20, 2018, Regular Meeting	
D. Friday, November 30, 2018, Special Meeting	
E. Financial Review.....	1-34

5. MANAGEMENT REPORTS

- A. Port Manager
- B. Harbormaster

6. ACTION ITEMS

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8. STRATEGIC BUSINESS PLAN ANNUAL UPDATE.....128

9. COMMISSION COMMENTS

10. NEXT REGULAR MEETING DATE – January 15, 2019, 6:00 pm

11. ADJOURNMENT

An audio recording and transcript was made of these proceedings. The recording and the full commission agenda is available on the Ports website: www.portofbrookingsharbor.com and the transcript is available only by request at the Port Office.

PORT OF BROOKINGS HARBOR
Board of Commissioners
Special Meeting Agenda
Former Port Office
16340 Lower Harbor Rd, Suite 103
Harbor OR 97415

Monday, November 5, 2018 • 3:00 pm

Commissioners present: Position 1, Secretary Joe Speir (was tardy) Position 3, Chairman Roy Davis via Phone, Position 4, Vice Chairman Richard Heap, and Position 5, Treasurer Kenneth Range. Also, present were, Kathy Lindley Hall, Interim Manager, Travis Webster, Harbormaster, participating staff members and members of the public.

1. Call to Order, Pledge of Allegiance, and Roll Call:

Heap called the meeting to order at 3:55 pm. Board and audience stated the pledge of allegiance.

2. Approval of Agenda:

Heap declared to remove Executive Session. *Lindley Hall* requested for Operational report to be added under Old Business. *Range* made a motion to approve the agenda as amended. Second by *Davis*. Motion passed 3-0.

3. Agenda Related Public Comments:

No agenda related comments.

4. Old Business:

a. Resolution 499 – Records Request for DOJ:

Heap went over the intent of the Resolution. *Range* made a motion to approve resolution 499. Second by *Speir*. Motion passed 4-0.

b. Operational Report:

Webster gave the board an update on the dock piling project, fuel dock tanks, RV Park dump station, RV Park Bathroom, brushing the property behind Harbor Sanitary pump station, and the fuel dock pump.

5. New Business:

- a. Letter of support for the Near shore whiting (hake) fleet to seek Federal relief for the Buy Back Loan:

Lindley Hall gave a brief background history of why this letter was presented to the board. The trawl fishery is hoping for a letter support from the Port of Brookings, in an effort to have as much as 10 million dollars applied to the debt that currently exists with the federal government. The board had some questions and concerns, which representative *Todd Whaley* was able to answer. *Range* made a motion to authorize the Interim Port Manager write a letter of support and send it to the appropriate places. Second by *Speir*. Motion passed. 4-0.

- b. Berguson Contract:

Lindley Hall informed the board that this contract was produced by our Port Counsel. *Speir* made a motion to accept the Berguson contract, Project PW319. Second by *Range*. Motion passed 4-0. *Lindley Hall* informed the board that the 25% share from the Port is being picked up by the Business Oregon.

6. Non - Agenda Related Public Comments:

No non-agenda related public comments.

Heap asked for any Commissioners comments. *Range* mentioned what a great job *Webster* is doing. *Heap* went over what he had learned from his PFMC Meeting in San Diego, that may affect us.

~~7. Executive Session ORS 192.660 (2)(h):~~ * SEE AGENDA ITEM 2 *

~~h. To consult with counsel concerning legal rights and duties regarding current litigation and litigation likely to be filed.~~

~~Adjourn out of executive session and reconvene into regular session.~~

8. Adjournment:

Heap adjourned the meeting at 3:40 pm.

Signature

Date Signed

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**PORT OF BROOKINGS HARBOR
Board of Commissioners
Special Meeting Agenda**

Former Port Office
16340 Lower Harbor Rd, Suite 103
Harbor OR 97415

Thursday, November 8, 2018 • 10:30 am

Commissioners present: Position 1, Secretary Joe Speir, Position 2 Wesley Ferraccioli, Position 3, Chairman Roy Davis, Position 4, Vice Chairman Richard Heap, and Position 5, Treasurer Kenneth Range. Also, present were, Martha Rice, Port Counsel, Travis Webster, Harbormaster, participating staff members and members of the public.

1. Call to Order, Pledge of Allegiance, and Roll Call:

Davis called the meeting to order at 3:55 pm. Board and audience stated the pledge of allegiance.

2. Approval of Agenda:

Heap made a motion to approve the agenda as written. Second by *Ferraccioli*. Motion passed 5-0.

3. Agenda Related Public Comments:

No agenda related public comments.

4. Non - Agenda Related Public Comments:

No non-agenda public comments.

5. Executive Session ORS 192.660 (2)(h):

h. To consult with counsel concerning legal rights and duties regarding current litigation and litigation likely to be filed.

The Board adjourn out of executive session at 10:31 am and reconvene into regular session at 11:12.

Ferraccioli made a motion to approve the settlement agreement for the Dehlinger cases as presented in executive session with the amendment to Section 1.3 of the Employment Agreement and authorize the chairman to sign. Second by *Range*. Motion passed 5-0.

Heap made a motion to approve an agreement to dismiss the Righetti case as presented in executive session and authorize the chairman to sign. Second by *Speir*. Motion passed 5-0.

6. Adjournment:

Davis adjourned the meeting at 11:15 am.

Signature

Date Signed

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PORT OF BROOKINGS HARBOR
Board of Commissioners
Regular Meeting Minutes
Harbor Fire / Harbor Water District
Conference Room, 98069 W Benham Lane, Harbor OR 97415

Tuesday, November 20, 2018 • 6:00 pm

Commissioners present: Position 1 Secretary Joe Speir, Position 2 Wesley Ferraccioli, Position 3 Chairman Roy Davis, Position 4 Vice Chairman Richard Heap, and Position 5 Treasurer Kenneth Range. Also, present were, Gary Dehlinger Port Manager, Travis Webster Harbormaster, Martha Rice Port Counsel, participating staff members and members of the public.

1. Call to Order, Pledge of Allegiance, and Roll Call:

Davis called the meeting to order at 6:00 pm. Board and audience stated the pledge of allegiance.

2. Approval of Agenda:

Heap made a motion to amend the agenda moving discussion of Ordinance 22, item 8A, after the minutes and add items storm water management and personnel policy to the agenda. Second by *Range*. **Motion passed 5-0.**

3. Agenda Related Public Comments:

Daniel Fraser: Suggested to the board not to move the boat yard and haul out facility to where it states in the Strategic Business Plan.

4. Minutes to be Accepted:

- a. Tuesday, October 2, 2018, Special Meeting
- b. Tuesday, October 9, 2018, Special Meeting
- c. Wednesday, October 10, 2018, Special Meeting
- d. Friday, October 12, 2018, Special Meeting
- e. Tuesday, October 16, 2018, Regular Meeting
- f. Tuesday, October 23, 2018 Special Meeting

Range made a motion to approve all meeting minutes as presented. Second by *Speir*. **Motion passed 5-0.**

8. New Business:

*** SEE AGENDA ITEM 2 ***

a. Introduction of Ordinance No. 22 - Regulating Sleeping & Camping on Port Property:

Rice read over the Ninth Circuit Court of Appeals Ruling regarding sleeping on public property and read over Ordinance 22. The board had some questions and concerns.

Range made a motion approve Ordinance No. 22 as written and can be modified later if need be. Second by *Heap*. **Motion passed 5-0.**

b. Storm Water Management:

Rice discussed how litigation with *Righetti* has ended but we agreed to resolve the water culvert issue around the Port. The board directed *Dehlinger* to coordinate a tour with the County Road Master, *Righetti*, engineer, and the commission.

c. Personnel Board:

Board discussed creating a hiring and firing panel due to past hiring and firing practices. The board agreed they would like to follow something like the skelly process. *Webster* informed the board that SDAO does help the Port with hiring and firing employees. The board directed *Rice* to contact SDAO and see if the Port can go through a skelly process.

5. Financial Review:

Dehlinger asked the board if they would like a depreciation report, which the board agreed. There were no further questions or comments.

6. Managers Report & Operational Report:

Webster read through his operation report. *Webster* and *Dehlinger* expressed concern for the fuel dock ramp and lines, the board had a few questions and concerns, but no actions were taken.

7. Old Business:

a. Harbor Fire District Agreement:

Davis made a motion to table the Harbor Fire Agreement. Second by *Ferraccioli*. **Motion passed 5-0.**

b. Rogue Credit Union Lease:

Davis made a motion to table the Rogue Credit Union Lease. Second by *Ferraccioli*. **Motion passed 5-0.**

c. Security:

Dehlinger informed the board that last year the Port was approved for a grant to install security gates at the top of the ramps. The board requested for this item to be discussed at a special meeting.

d. Green Building:

Range believes there are two options for that building, complete it or demolish it. *Range* recommended to; contact IFA, contact local real estate agencies asking for a proposal to be the lead the agency that markets the building. An ad be placed into the paper, allowing 30 days for potential buyers to bring the board a proposal on how to complete the building. Allow them a year to two years to get the plan done, and if not completed by that time the contract is void and demolish the building. *Range* made a motion to direct *Dehlinger* to put a proposal into the newspaper, accepting proposals from any realtor or developer, giving them 30 days. If no proposals are received, we will move to option two. If we get several, we will look at them, review, pick one, and put a lead person or lead agency that will be in charge of the marketing of that building, giving them 18 months to two years to complete. Second by *Heap*. *Heap* amended the motion to state that we will advertise the building and from the date of advertisement we will go 12 months, and if we haven't heard anything in that time than the board will look at demolishing the building. Second by *Ferraccioli*. **Motion passed 5-0.**

e. 44 ft USCG Motor Life Boat:

Ferraccioli made a motion to table this item until the next meeting. Second by *Heap*. *Shepard* handed the audience some information about the Maritime Museum. *Davis* mentioned that the previous owners have released all rights to the vessel and donated that vessel to the Port. **Motion passed 5-0.**

f. Washing Sport Docks:

Webster let the board and public know that the sport docks have been pressure washed by a local pressure washer company and will try to keep Port staff cleaning the docks going forward.

g. Strategic Business Plan Review:

Dehlinger enlightened the board about the strategic business plan and where it derived from. *Dehlinger* requested for the damaged port infrastructure list to be added to the Strategic Business Plan and asked the board to not make any motions but to digest this information and discuss in the next regular meeting about what the boards priorities are.

h. Damaged Port Infrastructure List:

Dehlinger mentioned to the board that our capital facility plan is from the strategic business plan. This is the section that we update and inset our damaged infrastructure list. Some of these projects have been completed, like the fish cleaning station, and the fish market, and listed a few more projects that have been completed. *Dehlinger* continued and went over some projects that are in the strategic business plans. The

board had some concerns and suggests about the proposed projects in plan. *Dehlinger* reminded the board that we do have to pay 25% and we need to be cautious of the projects we are starting and asking funding's for. The board agreed to go through the list and digest this information and discuss at the next regular meeting.

8. New Business:

- a. Introduction of Ordinance No. 22 - Regulating Sleeping & Camping on Port Property:

*** SEE AGENDA ITEM 2 ***

- b. Southern Oregon Kite Festival Proposal:

Michael Pitts-Campbell, Southern Oregon Kite Festival Representative, went over their proposal to the board. *Dehlinger* believes this item should be taken care of in house, since its more volunteer work, and within his allowed budget. *Heap* made a motion to accept the proposal from Southern Oregon Kite Festival and direct Southern Oregon Kite Festival and Port staff work together to come up with a plan that they see fit. Second by *Davis*. **Motion Passed 5-0.**

- c. Stagelights Proposal:

There were no representatives with Stagelights present, board agreed to table item.

9. Commissioners Report:

Davis welcomed *Dehlinger* back as our permanent Executive Port Manager, and thanked *Kathy Lindley Hall* for maintaining the Port, and getting some things done. Thanked office and maintenance staff for all they do.

10. Non-Agenda Related Public Comments:

Tom Beene: had no comments at this time.

Daniel Fraser: suggested a change to the meeting format for public comments and mentioned someone is allowing their dog to run up and down the docks without a leash and is leaving feces behind. *Webster* agreed if Port staff see's this happening we will act.

11. Adjournment:

Davis adjourned the meeting at 8:00 pm.

Signature

Date Signed

An audio recording and transcript was made of these proceedings. The recording and the full commission agenda is available on the Ports website: www.portofbrookingsharbor.com.

PORT OF BROOKINGS HARBOR
Board of Commissioners
Special Meeting Minutes
Former Port Office
16340 Lower Harbor Rd, Suite 103 Harbor OR 97415
Friday, November 30, 2018 • 3:00 pm

Commissioners present: Position 1, Secretary Joe Speir, Position 2, Wesley Ferraccioli, Position 3, Chairman Roy Davis, Position 4, Vice Chairman Richard Heap, and Position 5, Treasurer Kenneth Range. Also, present were, Gary Dehlinger, Port Manager, Travis Webster, Harbormaster, participating staff members and members of the public.

1. Call to Order, Pledge of Allegiance, and Roll Call:

Davis called the meeting to order at 3:10 pm. Board and audience stated the pledge of allegiance.

2. Approval of Agenda:

Heap made a motion to approve the agenda as written. Second by *Ferraccioli*. **Motion passed 5-0.**

3. Agenda Related Public Comments:

No agenda related public comments.

4. Non - Agenda Related Public Comments:

No non-agenda related public comments.

5. New Business:

Davis explained the board is being asked to approve a lease exchange between B.C. Fisheries and Pacific Choice Seafood. The board had a few questions and concerns. Mike Manning, owner of B.C. Fisheries gave the board some history and what has transpired up to this point.

a. Brookings Harbor Cold Storage, Consent to the Lease Assignment:

Davis made a motion to transfer the cold storage lease from B.C. Fisheries to Pacific Choice Seafood. Second by *Ferraccioli*. **Motion passed 5-0.**

b. Brookings Harbor Ice House, Consent to the Lease Assignment:

Heap had concerns regarding discrimination against certain vessels receiving ice. Representative for Pacific Choice Seafood agreed that ice is important to everyone and they will be doing their best to accommodate everyone, they also don't expect current practices to change. *Davis* made a motion to transfer the ice house lease from B.C. Fisheries to Pacific Choice Seafood. Second by *Speir*. **Motion passed 5-0.**

c. Previous B.C. Fisheries Dock, Consent to the Lease Assignment:

The board has some questions and concerns regarding lease rates and if to extend another 5 years. *Heap* made a motion to accept the lease transfer to Pacific Choice Seafood for the dock and storage premises and add an extension clause to allow them the option to extend another five years starting next year when the lease is expired and will negotiate the prices at the end of this term. Second by *Davis*. **Motion passed 5-0.**

1. **Adjournment:**

Davis adjourned the meeting at 3:42 pm.

Signature

Date Signed

FINANCIAL REPORT

DATE: December 18, 2018
RE: Month End Report of Financial Activities for November 2018
TO: Port of Brookings Harbor, Board of Commissioners
PRESENT BY: Gary Dehlinger, Port Manager

Accrual Basis – November 2018

OPERATIONS

- Operation Revenue \$138,690
- Operation Expenses \$131,577

Operation Net Income \$7113

NON-OPERATIONS

- Non-Operating Revenue \$215,698
- Non-Operating Expenses \$83,915

Non-Operating Net Income \$131,783

Depreciation Amount \$29,752 (not factored above)

MARINA – Operating Income (\$17,701) NET POSITION (\$47,429)

- November Revenue \$40,339
- Expenses (\$58,041)
- Depreciation Amount (\$14,867)
- Loan Payment Amount (\$14,860)
- 18 moorage slips renewed
- 81 gear and boat storage rentals

BEACHFRONT RV PARK – Operating Income \$655 NET POSITION (\$63,789)

- November Revenue \$22,106
- Expenses (\$17,506)
- Capital Outlay (Purchase of 50 Fire Rings included in expenses,(\$3945))
- Depreciation Amount (\$1702)
- Loan Payment Amount (\$62,742)
- November occupancy was 16.69% with 522 sites rented

BOAT YARD – Operating Income \$4383 NET POSITION (\$3561)

- November Revenue \$9311
- Expenses (\$4473)
- Depreciation Amount (\$2275)
- Loan Payment Amount (\$6124)
- 1 impound vessel
- 8 abandon / Port vessels in the boat yard

COMMERCIAL / RETAIL LEASES Operating Income \$36,416 – NET POSITION \$14,453

- November Revenue \$43,146
- Expenses (\$6,730)
- Depreciation Amount (\$10,727)
- Loan Payment Amount (\$11,236)
- 33 Tenants with land, dock and retail space leases

FUEL DOCK – Operating Income (\$20,549) NET POSITION (\$23,136)

- November Revenue \$23,788
- Expenses (\$44,337) *includes Fuel Dock Improvement Maintenance \$19,088*
- Depreciation Amount (\$833)
- Loan Payment Amount (\$1,754)
- Purchased 7,605 gallons of diesel fuel and 0 gallons of non-ethanol
- Pumped 2,699 gallons of diesel and 79 gallons on non-ethanol to 11 vessels
- End of the month inventory for diesel 10,220 gallons and non-ethanol 1,955 gallons

LAND USE EVENTS – Operating Income (\$118) NET POSITION \$(118)

- November Revenue \$0
- Expense (\$118) (Electrical Meters - Boardwalk, Kite Field and Parking Lot)

CAPITAL PROJECTS – NET POSITION (\$564)

- November Revenue \$15,010
- November Expenses (\$14,087)
- Projects in progress:
 - 1) Basin 1 Piling Project

Misc. Non-Operating Revenue – \$134,834

- November Revenue \$200,717
- USDA & Debt Service Interest Paid \$65,883

TRANSFERS FROM GENERAL FUND

- Total transfers to Debt Service Fund \$88,098
- Total transfers to Bond Debt Fund \$10,012
- Total transfers to Capital Projects Fund \$14,253
- Total transfers to Reserve Fund \$0

DOCUMENTS

- Month End Fund Report – November 2018, 1 page
- November 2018 Check Register, 3 pages
- Balance Sheet as of November 30, 2018, 4 pages
- Profit & Loss November 2018 Budget Performance, 2 pages
- Profit & Loss November 2018, 4 pages
- Profit & Loss November Prev. Year Comparison, 4 pages
- Profit & Loss per Class for November 2018, 10 pages
- Beachfront RV Park November 2018 Guest Report, 1 page
- Beachfront RV Park Guest Forecast Report for Dec & Jan, 2 pages
- Commercial / Retail Leases List, 1 page

COMMISSIONERS ACTION

- Board review, discussion and approval of November 2018 Financial Report.

Port of Brookings Harbor
Month End Financial Report NOVEMBER 2018

• **GENERAL FUND**

UNRESTRICTED FUNDS, AS OF 11/30/2018.

- \$477,559.09 General Fund (Umpqua Bank \$66,835.95& LGIP \$410,723.14)
- \$2155.55 Cash on Hand/Petty Cash (RV Park, Fuel Dock and Office Drawers)

\$479,714.64 UNRESTRICTED FUNDS, 30-Day reserve amount needed \$181,789 (without depreciation)

RESTRICTED FUNDS, AS OF 11/30/2018.

Capital Projects Fund

- \$2500.00 *(to keep pace with Deprecation, \$7,533 is needed weekly)*
FEMA PW319 Basin 1 Piling Project – Estimated start date January 2019

Debt Service Fund

- \$62,750.33 Debt Service Fund \$62,500 Quarterly (IFA Business Oregon)
Payment due December 31, 2018
(\$4807.69 average needed each week to reach payment, currently \$0 short)
- \$2000.00 Monthly (Travel Lift Lease)
Payment due 22nd of each month –December 22, 2018
(\$1,075.15) average each week to reach payment, currently \$0 short)
- \$502.73 Monthly (2018 Genie Reach Forklift)
Payment due 15th of each month – December 15, 2018
(\$338.01 average each week to reach payment, currently \$0 short)

Revenue Bond Fund

- \$24,719.59 Revenue Bond Fund \$143,132 Year (\$13,012 must remain in fund)
USDA Loan - \$130,120, payment due Nov 6, 2019
(\$2502.30 average each week to reach payment, currently \$0 short)

Reserve Fund

- \$23,842.85 (Approx. Total Deprecation to date \$2196.03. Yearly amount \$391,741)

\$116,415.50 RESTRICTED FUNDS, AS OF 11/30/2018. 30-Day reserve amount needed to transfer monthly from General Fund to Debt Funds approximately \$37,801.

- **\$479,714.64 UNRESTRICTED FUNDS**
- **\$116,415.50 RESTRICTED FUNDS**

TOTAL CURRENT CASH & CASH EQUIVALENTS \$596,130.14

Check Registers

Accrual Basis

November 1, 2018 - November 30, 2018

Type	Date	Num	Name	Memo	Amount
1001 - CASH & CASH EQUIVALENTS					
1002 - General Funds Ckg Umpqua 3634					
Transfer	11/09/2018			Funds Transfer from Umpqua Bank General Fund to LGIP General Fund	-18,510.46
Transfer	11/14/2018			Funds Transfer from Umpqua General Fund to LGIP General Fund	-30,000.00
Bill Pmt-Check	11/16/2018		Spec Dist Assoc of OR- Prop & Cas	QuickBooks generated zero amount transaction for bill payment stub	
Transfer	11/20/2018			Funds Transfer from Umpqua General Funds to LGIP General Funds	-90,000.00
Transfer	11/28/2018			Funds Transfer of Nov USCG lease pmt from Capt Proj to General Funds	923.24
Transfer	11/29/2018			Funds Transfer from LGIP to Umpqua Bank - General Funds	20,000.00
Check	11/02/2018	DEBIT	ADP	Advice of Debit #523258180 PAYROLL 10/24/18	-114.80
Check	11/02/2018	DEBIT	Elavon	OCTOBER 2018 MERCHANT SERVICE FEE ACCT#316	-647.91
Check	11/02/2018	DEBIT	Elavon	OCTOBER 2018 Merchant Service Fee - acct#873 Ventek	-130.63
Check	11/02/2018	DEBIT	Elavon	OCTOBER 2018 MERCHANT SERVICE FEE ACCT#902	-1,135.77
Check	11/02/2018	DEBIT	Elavon	OCTOBER 2018 MERCHANT SERVICE FEE ACCT#951	-308.61
Check	11/07/2018	DEBIT	TD Ameritrade	Employer Contribution - 11/7/2108 Confirmation:NGV3T-X853J	-178.17
Check	11/07/2018	DEBIT	Edward Jones	Employer Contributions for Payroll 11/7/18-Confirmation#NGV3T-X812W	-264.00
Check	11/07/2018	DEBIT	Edward Jones	Employer Contributions for Payroll 11/7/18-Confirmation#NGV3T-X8XQG	-145.06
Check	11/07/2018	DEBIT	Edward Jones	Employer Contributions for Payroll 11/7/18-Confirmation#NGV3T-X7Z0K	-140.39
Check	11/07/2018	DEBIT	Edward Jones	Employer Contributions for Payroll 11/7/18-Confirmation#NGV3T-X7TWS	-178.18
Check	11/07/2018	DEBIT	Edward Jones	Employer Contributions for Payroll 11/7/18-Confirmation#NGV3T-X7RFX	-129.37
Check	11/07/2018	DEBIT	Edward Jones	Employer Contributions for Payroll 11/7/18-Confirmation#NGV3T-X7X6P	-139.51
Bill Pmt-Check	11/08/2018	DEBIT	Parker Corporation LP	TRANSCRIPT for 11/8/18 Special Commissioner's Mtg	-4.42
Bill Pmt-Check	11/05/2018	DEBIT	Parker Corporation LP	TRANSCRIPT for 11/5/18 Special Commissioner's Mtg	-53.25
Check	11/16/2018	DEBIT	ADP	Advice of Debit #524254168 PAYROLL 11/07/18	-114.80
Bill Pmt-Check	11/07/2018	DEBIT	Elavon	Replacement credit card terminal & base for 8024403902	-255.00
Bill Pmt-Check	11/07/2018	DEBIT	Elavon	Replacement credit card terminal & base for 8024403902	-255.00
Check	11/16/2018	DEBIT	ADP	Advice of Debit #524320711 Cafeteria Plan	-350.00
Bill Pmt-Check	11/20/2018	DEBIT	Pinney Bowes, Inc.	Power Postage Acct# 8000-9000-0324-8186	-300.00
Check	11/21/2018	DEBIT	TD Ameritrade	Employer Contribution - 11/21/2108 Confirmation:NJ809-9V26G	-168.67
Check	11/21/2018	DEBIT	Edward Jones	Employer Contribution - 11/21/2108 Confirmation:NJ809-9SNBM	-147.89
Check	11/21/2018	DEBIT	Edward Jones	Employer Contribution - 11/21/2108 Confirmation:NJ809-9TKDQ	-128.98
Check	11/21/2018	DEBIT	Edward Jones	Employer Contribution - 11/21/2108 Confirmation:NJ809-9TR2J	-178.73
Check	11/21/2018	DEBIT	Edward Jones	Employer Contribution - 11/21/2108 Confirmation:NJ809-9TTLF	-147.90
Check	11/21/2018	DEBIT	Edward Jones	Employer Contribution - 11/21/2108 Confirmation:NJ809-9TXD6	-152.76
Check	11/21/2018	DEBIT	Edward Jones	Employer Contribution - 11/21/2108 Confirmation:NJ809-9TZTS	-264.00
Check	11/20/2018	DEBIT		STORE CURRENCY DEPOSITED & SOLD FOR 10/2018	-12.55
Bill Pmt-Check	11/21/2018	DEBIT	Parker Corporation LP	TRANSCRIPT for 11/20/18 Commissioner's Mtg	-139.45
Check	11/30/2018	DEBIT	ADP	Advice of Debit #525024322 PAYROLL 11/23/18	-118.91
Check	11/07/2018	EFT	Capital Projects Fund	EMC invoices #1722 - \$1460.00, 1772, 1832, 1833 Kerr's #436096	-8,250.00
Check	11/08/2018	EFT	Capital Projects Fund	Kerr's inv#437311 (partial \$52.28) & Western Comm. inv#2437773 \$225.76 DR4258 P...	-278.04
Check	11/27/2018	EFT	Capital Projects Fund	EMC inv#91009-1837 PW319 HMGP & EMC inv#91009-1838 PW319 PA/HMP	-4,350.00
Check	11/29/2018	EFT	Capital Projects Fund	Dept of State Lands invoice#20120 Renewal of Permit#80453-RF	-774.00
General Journal	11/19/2018		PW319-1	PAYMENT REQUEST #1 - Pay No. 1324501 Inv No. DR 4258 PW 319, Inv Date 11/5/...	9,150.00
General Journal	11/26/2018		PW319-2	PAYMENT REQUEST #2 - Pay No. 1326862 Inv No. DR 4258 PW 319, Inv Date 11/5/...	2,085.00
General Journal	11/06/2018	DEBT 11/8		To transfer to Debt Service Fund LGIP for Travelift Pmt	-4,659.00
General Journal	11/06/2018	DEBT 11/8		To transfer to Debt Service Fund LGIP for Telehandler Pmt	-1,464.71
General Journal	11/06/2018	IFA 11/8		To transfer to Debt Service funds for 4TH QTR IFA 2018 Pmt	-4,808.00
General Journal	11/06/2018	USDA 11/8		To transfer to USDA Revenue Bond - savings for November 2019 pmt	-2,503.00
General Journal	11/07/2018	PAY 11/7		Rec 11/7/2018 payroll	-10,197.39
General Journal	11/07/2018	TAX 11/7		Rec 11/7/2018 payroll Taxes	-3,838.01
General Journal	11/14/2018	IFA 11/14		To transfer to Debt Service funds for 4TH QTR IFA 2018 Pmt	-4,808.00
General Journal	11/14/2018	USDA 11/14		To transfer to USDA Revenue Bond - savings for November 2019 pmt	-2,503.00
General Journal	11/26/2018	20% Assets		20% Required Contribution to Reserve Fund for All Sales of Assets for FY 2108	-12,708.38
General Journal	11/20/2018	IFA 11/20		To transfer to Debt Service funds for 4TH QTR IFA 2018 Pmt	-4,808.00
General Journal	11/20/2018	USDA 11/20		To transfer to USDA Revenue Bond - savings for November 2019 pmt	-2,503.00
General Journal	11/21/2018	PAY 11/21		Rec 11/21/2018 payroll	-10,824.70
General Journal	11/21/2018	TAX 11/21		Rec 11/21/2018 payroll Taxes	-4,018.22
General Journal	11/27/2018	IFA 11/27		To transfer to Debt Service funds for 4TH QTR IFA 2018 Pmt	-4,808.00
General Journal	11/27/2018	USDA 11/27		To transfer to USDA Revenue Bond - savings for November 2019 pmt	-2,503.00
General Journal	11/27/2018	80% Assets		To transfer to Debt Service funds for payment of 80% of net proceeds from ALL Sales ...	-82,741.92
Bill Pmt-Check	11/07/2018	8932	EMC-Engineers/Scientists, LLC	\$1460 to FEMA HMGP DR4258 PW 319 Basin 1 Piling Project	-900.00
Bill Pmt-Check	11/07/2018	8933	Kerr's Ace Hardware Inc	Customer#56	-794.05
Bill Pmt-Check	11/07/2018	8934	Ferguson Enterprises, Inc.	Customer#1120898	-860.47
Bill Pmt-Check	11/07/2018	8935	South Coast Knight Security	Patrol for OCTOBER 2018	-2,000.00
Bill Pmt-Check	11/08/2018	8936	Kerr's Ace Hardware Inc	Customer#58	-17.18
Bill Pmt-Check	11/08/2018	8937	Western Communications	ACCT# 818180	-595.95
Bill Pmt-Check	11/08/2018	8938	Chetco Services	PRESSURE WASH 8 DOCKS	-875.00
Bill Pmt-Check	11/08/2018	8939	Curry Transfer & Recycling	Account #2040-2434-001	-6,114.43
Bill Pmt-Check	11/08/2018	8940	Del-Cur Supply Co-op	1-1/2" SS T-BOLT CLAMP	-35.70
Bill Pmt-Check	11/08/2018	8941	Eureka Oxygen Co.	OCTOBER 2018 Monthly Cylinder Rental	-157.21
Bill Pmt-Check	11/08/2018	8942	Harbor Sanitary District	October 2018 Sanitary Bill	-4,507.40
Bill Pmt-Check	11/08/2018	8943	Harbor Water District P.U.D.	9/20-10/20 SERVICEWATER BILL	-1,761.10
Bill Pmt-Check	11/08/2018	8944	Highland Products Group, LLC	50 FIRE RINGS for RV Park	-3,945.00
Bill Pmt-Check	11/08/2018	8945	NAPA Auto Part	ACCT#90285	-25.26
Bill Pmt-Check	11/08/2018	8946	Rolo Rooter	2840-522445-001	-1,211.00
Bill Pmt-Check	11/08/2018	8947	Spec Dist Assoc of OR- Healthcare	Customer #: 03-0018414	-4,854.64
Bill Pmt-Check	11/08/2018	8948	Xerox Capital Services, LLC		-887.73
Bill Pmt-Check	11/08/2018	8949	Fastenal Industrial Supplies	Customer No. ORBRK0013	-1,289.31
Bill Pmt-Check	11/14/2018	8950	Black & Rice LLP	October LEGAL ASSISTANCE - RICE	-3,382.00
Bill Pmt-Check	11/14/2018	8951	Curry Equipment	HONDA WATER PUMP	-424.00
Bill Pmt-Check	11/14/2018	8952	Del-Cur Supply Co-op	Materials for water pump	-43.68
Bill Pmt-Check	11/14/2018	8953	Gowman Electric, Inc.	10/29/18-Changed a burnt plug on the B 2 N-18 & 10 30A Receptacles	-471.50
Bill Pmt-Check	11/14/2018	8954	Hall, Katherine D Lindley	November 2018 - 36 hours per contract	-1,350.00
Bill Pmt-Check	11/14/2018	8955	Umpqua Valley Fire Services, Inc.	Fire Extinguishers Annual Maintenance & Inspection 10/18/2018	-1,492.00
Check	11/15/2018	8956	Davidson, David	Refund Key deposit for returned key	-20.00
Check	11/15/2018	8957	Wolford, Walter	Refund per prior credit on account	-2.00
Check	11/15/2018	8958	Wolford, Walter	Refund for Key Deposit - Key Returned	-20.00
Bill Pmt-Check	11/27/2018	8959	S-R Excavation, LLC	Cap Sewer for RV Park, Brushing across the street by Harbor Sant., Clean parking lot ...	-3,091.54
Bill Pmt-Check	11/27/2018	8960	BI-MART	Account #931481	-135.94
Bill Pmt-Check	11/27/2018	8961	Bullet Rental	Landscape Loader rented to smooth roads around Marina	-841.38
Bill Pmt-Check	11/27/2018	8962-DEBT	Carson	CUSTOMER # 78-0011262	-10,471.79
Bill Pmt-Check	11/27/2018	8963-DEBIT	Carson	CUSTOMER # 78-0011262	-19,088.16
Bill Pmt-Check	11/27/2018	8964	Curry Community Public Health Services	(541) 469-2218	-979.00
Bill Pmt-Check	11/27/2018	8965	Del-Cur Supply Co-op		-635.94

Port of Brookings Harbor
Check Registers

Accrual Basis

November 1, 2018 - November 30, 2018

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	11/27/2018	8966	Fastenal Industrial Supplies	Customer No ORBRK0013	-266.87
Bill Pmt -Check	11/27/2018	8967	Freeman Rock, Inc.	Concrete for slab at Fish Cleaning Station	-450.75
Bill Pmt -Check	11/27/2018	8968	Gold Beach Lumber Yard, Inc.	Account #776	-88.85
Bill Pmt -Check	11/27/2018	8969	Gowman Electric, Inc.	Repaired the damage to the pedestal on the dock space Q 2	-85.00
Bill Pmt -Check	11/27/2018	8970	Harbor Water District P.U.D.	Hall Rental for Commissioner's Meetings Oct-Dec 2018	-50.00
Bill Pmt -Check	11/27/2018	8971	Lease Finance Partners	LEASE#00040031070	-602.00
Bill Pmt -Check	11/27/2018	8972	Pump Pipe & Tank Services, LLC	11/5/18 - Service Call on Fuel Dock pumps	-1,694.23
Bill Pmt -Check	11/27/2018	8973	Roberts & Associates Land Surveying, I...	18-124A Sporthaven Marina: CAD, PLS & RESEARCH	-400.00
Bill Pmt -Check	11/27/2018	8974	Edwards Roofing	Repairs to large metal building (patch shop rood over leased retail area)	-178.40
Bill Pmt -Check	11/29/2018	8975	Rogue Credit Union	ACCT #306-89 CARD#8593	-3,978.38
Total 1002 - General Funds Ckg Umpqua 3634					-346,878.10
1005 - General Fund LGIP 6017					
Transfer	11/09/2018			Funds Transfer from Umpqua Bank General Fund to LGIP General Fund	18,510.46
Transfer	11/14/2018			Funds Transfer from Umpqua General Fund to LGIP General Fund	30,000.00
Transfer	11/20/2018			Funds Transfer from Umpqua General Funds to LGIP General Funds	90,000.00
Transfer	11/29/2018			Funds Transfer from LGIP to Umpqua Bank - General Funds	-20,000.00
Check	11/01/2018	debit-11-1		LGIP Fees for October 2018	-0.55
Total 1005 - General Fund LGIP 6017					118,509.91
1001 - CASH & CASH EQUIVALENTS - Other					
Total 1001 - CASH & CASH EQUIVALENTS - Other					
Total 1001 - CASH & CASH EQUIVALENTS					-228,368.19
1008 - Cash on Hand/Petty Cash					
1008 - Office/Financial Officer					
Total 1008 - Office/Financial Officer					
Total 1008 - Cash on Hand/Petty Cash					
1020 - RESTRICTED - CASH/EQUIVALENTS					
1022 - USDA BOND Umpqua MM 9629					
Check	11/06/2018	EFT	USDA Rural Development	USDA #97-02 Revenue Bond Payment	-130,120.00
Total 1022 - USDA BOND Umpqua MM 9629					-130,120.00
1024 - Capital Projects Umpqua 6018					
Transfer	11/28/2018			Funds Transfer of Nov USCG lease pmt from Capt Proj to General Funds	-923.24
General Journal	11/19/2018	PW319-1		PAYMENT REQUEST #1 - Pay No. 1324501 Inv No. DR 4258,PW 319, Inv Date 11/5/...	9,150.00
General Journal	11/19/2018	PW319-1		PAYMENT REQUEST #1 - Pay No. 1324501 Inv No. DR 4258,PW 319, Inv Date 11/5/...	-9,150.00
General Journal	11/26/2018	PW319-2		PAYMENT REQUEST #2 - Pay No. 1326862 Inv No. DR 4258,PW 319, Inv Date 11/5/...	2,085.00
General Journal	11/26/2018	PW319-2		PAYMENT REQUEST #2 - Pay No. 1326862 Inv No. DR 4258,PW 319, Inv Date 11/5/...	-2,085.00
General Journal	11/07/2018	Pay #14		Pay No.1319404 SPWF REQ-14: Port of Brookings L16010 VP069197	24,728.00
Bill Pmt -Check	11/07/2018	197	Dave Hoover Construction, Inc.	Final billing for L16010 Dock Renovation	-24,728.00
Bill Pmt -Check	11/07/2018	198	EMC-Engineers/Scientists, LLC		-7,350.00
Bill Pmt -Check	11/07/2018	199	Kerr's Ace Hardware Inc	Customer#56	-57.98
Bill Pmt -Check	11/08/2018	200	Kerr's Ace Hardware Inc	Customer#56	-894.30
Bill Pmt -Check	11/08/2018	201	Western Communications	ACCT# 816180	-225.76
Bill Pmt -Check	11/27/2018	202	EMC-Engineers/Scientists, LLC		-4,350.00
Bill Pmt -Check	11/29/2018	203	Rogue Credit Union	ACCT #306-89 CARD#8593	-774.00
Total 1024 - Capital Projects Umpqua 6018					-14,575.28
1028 - Debt Service Umpqua MM 8627					
TELEHANDLER					
Check	11/15/2018	DEBIT	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #9	-1,484.71
General Journal	11/06/2018	DEBT 11/6		To transfer to Debt Service Fund LGIP for Telehandler Pmt	1,484.71
Total TELEHANDLER					
TRAVEL LIFT					
Check	11/23/2018	DEBIT	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #25 - 50 BFMII Travelift	-4,659.00
General Journal	11/06/2018	DEBT 11/6		To transfer to Debt Service Fund LGIP for Travelift Pmt	4,659.00
Total TRAVEL LIFT					
1028.1 - IFA LOAN SAVINGS					
Total 1028.1 - IFA LOAN SAVINGS					
1028 - Debt Service Umpqua MM 8627 - Other					
General Journal	11/27/2018	80% Assets		To transfer to Debt Service funds for payment of 80% of net proceeds from ALL Sales ...	62,741.92
Bill Pmt -Check	11/27/2018	1015	Infrastructure Finance Authority	80% Proceeds from ALL Assets Sales for FY 8-30-2018	-62,741.92
Total 1028 - Debt Service Umpqua MM 8627 - Other					
Total 1028 - Debt Service Umpqua MM 8627					
1030 - Oregon State Treasury LGIP					
1032 - USDA Bond Fund LGIP 6021					
General Journal	11/06/2018	USDA 11/6		To transfer to USDA Revenue Bond - savings for November 2019 pmt	2,503.00
General Journal	11/14/2018	USDA 11/14		To transfer to USDA Revenue Bond - savings for November 2019 pmt	2,503.00
General Journal	11/20/2018	USDA 11/20		To transfer to USDA Revenue Bond - savings for November 2019 pmt	2,503.00
General Journal	11/27/2018	USDA 11/27		To transfer to USDA Revenue Bond - savings for November 2019 pmt	2,503.00
Total 1032 - USDA Bond Fund LGIP 6021					10,012.00
1034 - Capital Projects Fund LGIP 6019					
Total 1034 - Capital Projects Fund LGIP 6019					
1036 - Reserve Fund LGIP 6018					
General Journal	11/26/2018	20% Assets		20% Required Contribution to Reserve Fund for All Sales of Assets for FY 2108	12,708.38
Total 1036 - Reserve Fund LGIP 6018					12,708.38
1038 - IFA Debt Service Fund LGIP 6020					

Port of Brookings Harbor
Check Registers

Accrual Basis

November 1, 2018 - November 30, 2018

Type	Date	Num	Name	Memo	Amount
IFA LOAN					
Total IFA LOAN					
1038 - IFA Debt Service Fund LGIP 6020 - Other					
General Journal	11/06/2018	IFA 11/6		To transfer to Debt Service funds for 4TH QTR IFA 2018 Pmt	4,808.00
General Journal	11/14/2018	IFA 11/14		To transfer to Debt Service funds for 4TH QTR IFA 2018 Pmt	4,808.00
General Journal	11/20/2018	IFA 11/20		To transfer to Debt Service funds for 4TH QTR IFA 2018 Pmt	4,808.00
General Journal	11/27/2018	IFA 11/27		To transfer to Debt Service funds for 4TH QTR IFA 2018 Pmt	4,808.00
Total 1038 - IFA Debt Service Fund LGIP 6020 - Other					19,232.00
Total 1038 - IFA Debt Service Fund LGIP 6020					19,232.00
Total 1030 - Oregon State Treasury LGIP					41,952.38
Total 1020 - RESTRICTED - CASH/EQUIVALENTS					-102,742.80
TOTAL					-331,111.09

**Port of Brookings Harbor
Balance Sheet**

As of November 30, 2018

	Nov 30, 18
ASSETS	
Current Assets	
Checking/Savings	
1001 · CASH & CASH EQUIVALENTS	
1002 · General Funds Ckg Umpqua 3634	66,805.95
1005 · General Fund LGIP 6017	410,723.14
Total 1001 · CASH & CASH EQUIVALENTS	477,529.09
1006 · Cash on Hand/Petty Cash	
1008 · Office/Financial Officer	425.55
1010 · Fuel Dock Cash Drawer	600.00
1012 · RV Park Cash Drawer	930.00
1014 · Office/Reception Cash Drawer	200.00
Total 1006 · Cash on Hand/Petty Cash	2,155.55
1020 · RESTRICTED - CASH/EQUIVALENTS	
1022 · USDA BOND Umpqua MM 9529	2,509.24
1024 · Capital Projects Umpqua 8018	2,500.00
1028 · Debt Service Umpqua MM 8627	
TELEHANDLER	502.73
TRAVEL LIFT	2,000.00
Total 1028 · Debt Service Umpqua MM 8627	2,502.73
1030 · Oregon State Treasury LGIP	
1032 · USDA Bond Fund LGIP 6021	22,210.35
1036 · Reserve Fund LGIP 6018	23,942.85
1038 · IFA Debt Service Fund LGIP 6020	62,750.33
Total 1030 · Oregon State Treasury LGIP	108,903.53
Total 1020 · RESTRICTED - CASH/EQUIVALE...	116,415.50
Total Checking/Savings	596,100.14
Accounts Receivable	
1200 · Accounts Receivable Account	32,117.78
Total Accounts Receivable	32,117.78
Other Current Assets	
1210 · A/R-Auditor Adjustment Account	32,891.00
1305 · FUEL Inventory	20,910.34
1310 · Prepaid Insurance	8,230.00
1320 · Due from Other Port Funds	
1322 · Due from Capital Projects Fund	79,808.02
Total 1320 · Due from Other Port Funds	79,808.02
1330 · Trans out to Other Port Funds	
1338 · Trans out to USDA Bond Fund	55,064.00
1340 · Trans out to Debt Service Fund	196,632.36
Total 1330 · Trans out to Other Port Funds	251,696.36
1400 · RECEIVABLES	
1402 · Tax Appropriations Receivable	22,893.00

**Port of Brookings Harbor
Balance Sheet**

As of November 30, 2018

	Nov 30, 18
1405 · Grants Receivables	
1408 · Dock Renovation L16010	16,852.00
1412 · Basin 1 Pilings DR 4258 PW319	3,745.00
Total 1405 · Grants Receivables	20,597.00
Total 1400 · RECEIVABLES	43,490.00
1499 · Undeposited Funds	30.00
Total Other Current Assets	437,055.72
Total Current Assets	1,065,273.64
Fixed Assets	
1600 · Fixed Asset	
1605 · Construction in Progress	1,537,645.75
1610 · Land	2,537,448.00
1615 · Idle & Impaired Assets	557,163.00
1620 · Buildings & Docks	14,504,923.68
1630 · Equipment	
1632 · 2017-50 BFMII Travelift	343,750.00
1635 · 2017 Ford F250 Truck	25,701.50
1636 · 2018 Genie Forklift GTH-1256	147,852.00
1638 · 2018 Ford F150 Truck	20,552.82
1630 · Equipment - Other	190,982.00
Total 1630 · Equipment	728,838.32
Total 1600 · Fixed Asset	19,866,018.75
1690 · Allowance for depreciation	-5,123,949.00
Total Fixed Assets	14,742,069.75
Other Assets	
1440 · Harbor Sant District SDC Credit	198,661.36
Total Other Assets	198,661.36
TOTAL ASSETS	16,006,004.75
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · General Fund Accts Payable	12,444.30
2002 · Capital Projects Accts Payable	1,231.42
Total Accounts Payable	13,675.72
Credit Cards	
2008 · RCU VISA ACCT	1,068.84
Total Credit Cards	1,068.84
Other Current Liabilities	
2012 · ACCRUED BENEFITS	27,313.21
2013 · Accrued Int Payable-Restricted	81,705.00
2015 · DEFERRED REVENUE	12,794.91
2020 · Security Deposits C/R	10,786.53
2022 · Key Deposit	1,760.00
2026 · Deposits Payable	1,000.00

**Port of Brookings Harbor
Balance Sheet**

As of November 30, 2018

	Nov 30, 18
2100 · Payroll Liabilities	
Employee Benefits	
2112 · SEP IRA	147.35
Total Employee Benefits	147.35
Total 2100 · Payroll Liabilities	147.35
2120 · Due to Other Port Funds	
2122 · Due to Capital Projects Fund	79,808.02
Total 2120 · Due to Other Port Funds	79,808.02
2130 · Trans in to Other Port Funds	
2138 · Trans in to USDA Bond Fund	55,064.00
2140 · Trans in to Debt Service Fund	196,632.36
Total 2130 · Trans in to Other Port Funds	251,696.36
2150 · Current Portion of LT Debt	377,043.00
Total Other Current Liabilities	844,054.38
Total Current Liabilities	858,798.94
Long Term Liabilities	
2200 · Notes Payable	
Revenue Bonds Payable	
2280 · USDA #97-02	1,153,036.26
Total Revenue Bonds Payable	1,153,036.26
2205 · 50 BFMII Travelift Mobile Boat	240,027.78
2215 · 2018 Genie Reach Forklift	91,188.70
2235 · Land Purchase-Kyle Aubin	15,696.00
2250 · OEDD/Restructure Prin Pmts	
IFA/OBDD LOANS	
2256 · IFA/OBDD #520139/Boardwalk	72,075.61
2257 · IFA/OBDD #525172/RV Park Im...	133,415.80
2258 · IFA/OBDD #525176/Green Bldg	301,204.95
2259 · IFA/OBDD #525181/EurekaFish...	199,561.74
Total IFA/OBDD LOANS	706,258.10
IFA/SPWF LOANS	
2261 · IFA/SPWF L02009/Cold Storage	801,563.78
2263 · IFA/SPWF L96003/RV Park Bea...	1,641.60
2264 · IFA/SPWF L98004/Dock Improv	214,713.05
2265 · L02001/Marine Fueling Dock	199,991.24
2266 · X03004/Eureka Fishery Invoice	215,506.90
Total IFA/SPWF LOANS	1,433,416.57
Total 2250 · OEDD/Restructure Prin Pmts	2,139,674.67
Total 2200 · Notes Payable	3,639,623.41
2207 · Accrued interest payable	2,730,127.00
2290 · Less current portion	-377,043.00
Total Long Term Liabilities	5,992,707.41
Total Liabilities	6,851,506.35

Port of Brookings Harbor
Balance Sheet
As of November 30, 2018

	<u>Nov 30, 18</u>
Equity	
2900 · Port Equity Account	7,897,913.63
3000 · Opening Bal Equity	198,661.36
3900 · RETAINED EARNINGS	588,437.11
Net Income	469,486.30
Total Equity	<u>9,154,498.40</u>
TOTAL LIABILITIES & EQUITY	<u><u>16,006,004.75</u></u>

**Port of Brookings Harbor
Profit & Loss Budget Performance**

Accrual Basis

July 2018 through June 2019

	Jul '18 - Jun 19	Budget	% of Budget
Ordinary Income/Expense			
Income			
4100 · MARINA/ADMINISTRATION	372,581.11	620,400.00	60.1%
4200 · COMMERCIAL RETAIL	266,088.87	522,700.00	50.9%
4400 · RV PARK	377,637.61	576,349.00	65.5%
4500 · FUEL SALES	329,966.84	458,516.00	72.0%
4600 · BOATYARD	41,776.35	104,437.00	40.0%
4900 · PROPERTY GROUND USE	4,270.00	5,000.00	85.4%
Total Income	1,392,320.58	2,287,402.00	60.9%
Gross Profit	1,392,320.58	2,287,402.00	60.9%
Expense			
5000 · PERSONNEL SERVICES/PAYR...	216,352.26	655,748.26	33.0%
6001 · ADVERTISING & NOTIFICATIONS	5,031.22	12,169.00	41.3%
6100 · REPAIRS & MAINTENANCE	115,351.27	329,593.29	35.0%
6150 · FUEL purchased for resale	296,203.68	373,543.00	79.3%
6200 · UTILITIES	130,806.95	280,891.00	46.6%
6300 · OFFICE EXPENSE	26,258.41	48,004.00	54.7%
6350 · BANK SERVICE & FINANCE FEES	20,523.45	26,803.95	76.6%
6400 · TRAVEL & ENTERTAINMENT	1,557.26	2,725.00	57.1%
6500 · PERMITS, LICENSES, TAXES & ...	11,954.94	19,062.95	62.7%
6585 · HARBOR RFPD SERVICE		15,000.00	
6600 · BAD DEBT	16,374.32	6,482.00	252.6%
6800 · INSURANCE; PROP & CAS, BO...	38,037.00	101,299.16	37.5%
6900 · PROFESSIONAL FEES	46,289.00	125,921.00	36.7%
Total Expense	924,718.76	1,997,242.61	46.3%
Net Ordinary Income	467,601.82	290,159.39	161.2%
Other Income/Expense			
Other Income			
7000 · PROPERTY TAX	203,609.03	222,504.00	91.5%
7100 · INTEREST & DIVIDENDS INCOME	3,962.16	3,616.24	109.6%
7110 · MISC INCOME	1,513.53	31,384.00	4.8%
7170 · Sale of Assets		184,000.00	
7200 · GRANT REVENUES	8,415.98	321,760.86	2.6%
7300 · FEMA REVENUE	3,600.88		
7400 · HMGP-FEMA & GRANTS REVENUE	14,980.00	2,375,958.00	0.6%
Total Other Income	236,081.58	3,139,223.10	7.5%
Other Expense			
7700 · CAPITAL OUTLAYS; GENERAL FU...	17,763.12	32,433.82	54.8%

**Port of Brookings Harbor
Profit & Loss Budget Performance**

Accrual Basis

July 2018 through June 2019

	<u>Jul '18 - Jun 19</u>	<u>Budget</u>	<u>% of Budget</u>
8100 · FEMA EXPENSES		15,000.00	
8200 · GRANT EXPENSES	28,199.90	330,354.30	8.5%
8300 · HMGP-FEMA & GRANTS EXPENSE	2,781.42	1,844,903.81	0.2%
8400 · DEBT SERVICE FUND	11,865.70	19,333.83	61.4%
8600 · USDA REVENUE BOND	61,084.39	64,390.09	94.9%
Total Other Expense	<u>121,694.53</u>	<u>2,306,415.85</u>	<u>5.3%</u>
Net Other Income	<u>114,387.05</u>	<u>832,807.25</u>	<u>13.7%</u>
Net Income	<u>581,988.87</u>	<u>1,122,966.64</u>	<u>51.8%</u>

**Port of Brookings Harbor
Port Profit & Loss**

Accrual Basis

November 2018

	Nov 18
Ordinary Income/Expense	
Income	
4100 · MARINA/ADMINISTRATION	
4120 · Finance Charges/Income	431.05
4125 · Administrative Fees	100.00
4130 · Boat Launch	1,410.00
4135 · Storage	7,128.42
4140 · Other Revenue	1,800.75
4300 · MOORAGE	
4310 · Commercial Slip Rent	3,572.10
4320 · Recreational Slip Rent	18,920.85
4325 · Transient	1,217.44
4330 · Liveaboard	1,800.00
4340 · Moorage Electric	3,658.72
4350 · Other Fees	300.00
Total 4300 · MOORAGE	29,469.11
Total 4100 · MARINA/ADMINISTRATION	40,339.33
4200 · COMMERCIAL RETAIL	
4210 · Commercial Retail Lease	41,742.90
4211 · CR/ Electric	57.23
4212 · CR/ Water	90.00
4214 · CR/ Sewer	390.34
4222 · CPI-U	865.93
Total 4200 · COMMERCIAL RETAIL	43,146.40
4400 · RV PARK	
4410 · Space Rental	21,766.00
4440 · Laundry & Showers	125.50
4450 · Wood Sales	170.00
4470 · Misc Purchases & Sales	44.00
Total 4400 · RV PARK	22,105.50
4500 · FUEL SALES	
4505 · DIESEL	20,723.67
4510 · GAS	2,074.54
4515 · OTHER FUEL SALES	989.84
Total 4500 · FUEL SALES	23,788.05
4600 · BOATYARD	
4630 · Other Services & Sales	673.50
4635 · Travel Lift Haul Out	3,233.00
4640 · Labor	200.00
4645 · Telehandler	480.00
4655 · Yard Days	4,724.00
Total 4600 · BOATYARD	9,310.50
Total Income	138,689.78
Gross Profit	138,689.78
Expense	
5000 · PERSONNEL SERVICES/PAYROLL	
5010 · WAGES & SALARIES	
5012 · OFFICE STAFF	
5016 · Wages/Port Office	8,554.96
5018 · Wages/RV Park	2,774.89

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**Port of Brookings Harbor
Port Profit & Loss**

Accrual Basis

November 2018

	Nov 18
Total 5012 · OFFICE STAFF	11,329.85
5020 · OPERATIONS STAFF	
5021 · Wages/Boatyard	2,327.74
5022 · Wages/Comm Retail	70.65
5023 · Wages/Fuel Dock	1,209.45
5025 · Wages/Marina	5,245.72
5026 · Wages/RV Park	1,305.07
5028 · Wages/Capital Projects	323.94
Total 5020 · OPERATIONS STAFF	10,482.57
5030 · BONUS	750.00
5040 · OVERTIME	
5042 · OFFICE/OVERTIME	
5044 · Overtime/Port Office	33.15
5046 · Overtime/RV Park Office	114.83
Total 5042 · OFFICE/OVERTIME	147.98
5050 · OPERATIONS/OVERTIME	
5051 · Overtime/Boatyard	30.03
5055 · Overtime/Marina	45.05
5056 · Overtime/RV Park Operations	105.11
Total 5050 · OPERATIONS/OVERTIME	180.19
Total 5040 · OVERTIME	328.17
Total 5010 · WAGES & SALARIES	22,890.59
5060 · EMPLOYEE COSTS & BENEFITS	
5062 · Sick Leave Benefit	140.20
5064 · Paid Holidays	1,262.80
5068 · Vacation	1,989.46
5070 · Payroll Taxes	2,487.63
5074 · Personal Vehicle Allowance	300.00
5076 · Health Care and Dental	4,854.64
5090 · SEP Retirement	
5092 · Port Manager	30.00
5094 · Office	1,025.56
5096 · Operations	1,455.40
Total 5090 · SEP Retirement	2,510.96
Total 5060 · EMPLOYEE COSTS & BENEFITS	13,545.69
Total 5000 · PERSONNEL SERVICES/PAYROLL	36,436.28
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	23,967.90
6115 · Services & Supplies	8,712.45
6125 · Tools-Under \$5,000	500.81
6135 · Security Contract	2,000.00
Total 6100 · REPAIRS & MAINTENANCE	35,181.16
6150 · FUEL purchased for resale	21,606.62
6200 · UTILITIES	
6210 · Telecommunications	716.73
6220 · Electric	7,541.76
6230 · Water	1,761.10
6240 · Sanitary	4,507.40

**Port of Brookings Harbor
Port Profit & Loss**

November 2018

Accrual Basis

	Nov 18
6250 · Waste Management	7,325.43
Total 6200 · UTILITIES	21,852.42
6300 · OFFICE EXPENSE	
6315 · Office Services & Supplies	296.80
6320 · Leased Equipment(incl'g copier)	1,489.73
6330 · Dues, Subs & Pubs	8.44
6345 · Postage	331.40
Total 6300 · OFFICE EXPENSE	2,126.37
6350 · BANK SERVICE & FINANCE FEES	
6335 · Merchant Services Fees	2,306.10
6360 · Bank Service Charge/Fees	13.10
Total 6350 · BANK SERVICE & FINANCE FEES	2,319.20
6400 · TRAVEL & ENTERTAINMENT	
6420 · Meals & Other	67.55
6425 · Mileage Reimbursement	96.14
Total 6400 · TRAVEL & ENTERTAINMENT	163.69
6500 · PERMITS, LICENSES, TAXES & MISC	
6510 · Conferences/Education/Meetings	90.00
6500 · PERMITS, LICENSES, TAXES & MISC - ...	979.00
Total 6500 · PERMITS, LICENSES, TAXES & MISC	1,069.00
6600 · BAD DEBT	3,724.43
6800 · INSURANCE; PROP & CAS, BOND	-290.00
6900 · PROFESSIONAL FEES	
6924 · Management Consulting	1,350.00
6925 · Consultants	1,300.00
6936 · Legal	3,382.00
6945 · IT Support/Services	659.00
6955 · Payroll Administration Fee	696.51
Total 6900 · PROFESSIONAL FEES	7,387.51
Total Expense	131,576.68
Net Ordinary Income	7,113.10
Other Income/Expense	
Other Income	
7000 · PROPERTY TAX	
7010 · Previously Levied Tax	1,632.06
7020 · Current Tax Levy	198,184.82
Total 7000 · PROPERTY TAX	199,816.88
7100 · INTEREST & DIVIDENDS INCOME	900.82
7400 · HMGP-FEMA & GRANTS REVENUE	
7410 · FEMA - DR4258-OR-7 B 1 Piling	14,980.00
Total 7400 · HMGP-FEMA & GRANTS REVENUE	14,980.00
Total Other Income	215,697.70
Other Expense	
7700 · CAPITAL OUTLAYS; GENERAL FUND	
7790 · OTHER	3,945.00
	3,945.00

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**Port of Brookings Harbor
Port Profit & Loss**

November 2018

Accrual Basis

	Nov 18
Total 7700 · CAPITAL OUTLAYS; GENERAL FUND	3,945.00
8300 · HMGP-FEMA & GRANTS EXPENSE	
8310 · FEMA - DR4258-OR-7 B 1 Piling	
8312 · PW319 Engineering/Architectural	11,700.00
8314 · PW319 Const.-Materials,Supplies	894.30
8316 · PW319 Labor Expenses	261.50
Total 8310 · FEMA - DR4258-OR-7 B 1 Piling	12,855.80
8330 · FEMA/OEM Fuel Ramp Repairs	1,231.42
Total 8300 · HMGP-FEMA & GRANTS EXPENSE	14,087.22
8400 · DEBT SERVICE FUND	
8430 · Paid Interest	
8432 · IFA	3,203.90
8443 · 50 BFMII Travelift Interest	1,118.20
8444 · 2018 Genie Forklift Interest	476.25
Total 8430 · Paid Interest	4,798.35
Total 8400 · DEBT SERVICE FUND	4,798.35
8600 · USDA REVENUE BOND	
8610 · Revenue Bond Interest	61,084.39
Total 8600 · USDA REVENUE BOND	61,084.39
Total Other Expense	83,914.96
Net Other Income	131,782.74
Net Income	138,895.84

**Port of Brookings Harbor
Profit & Loss Pervious Year Comparison
November 2018**

Accrual Basis

	Nov 18	Nov 17	\$ Change	% Change
Ordinary Income/Expense				
Income				
4100 · MARINA/ADMINISTRATION				
4120 · Finance Charges/Income	431.05	1,250.49	-819.44	-65.5%
4126 · Administrative Fees	100.00		100.00	100.0%
4126 · Revenue/Collections		52.31	-52.31	-100.0%
4130 · Boat Launch		415.00	995.00	239.8%
4136 · Storage	1,410.00	5,859.86	1,268.56	21.7%
4140 · Other Revenue	1,800.75		1,800.75	100.0%
4300 · MOORAGE				
4310 · Commercial Slip Rent	3,572.10	7,826.36	-4,254.26	-54.4%
4320 · Recreational Slip Rent	18,920.85	22,615.10	-3,694.25	-16.3%
4325 · Transient	1,217.44	783.77	433.67	55.3%
4330 · Liveaboard	1,800.00	2,700.00	-900.00	-33.3%
4340 · Moorage Electric	3,658.72	3,113.48	545.24	17.5%
4350 · Other Fees	300.00	300.00		
Total 4300 · MOORAGE	29,469.11	37,338.71	-7,869.60	-21.1%
Total 4100 · MARINA/ADMINISTRATION	40,339.33	44,916.37	-4,577.04	-10.2%
4200 · COMMERCIAL RETAIL				
4210 · Commercial Retail Lease	41,742.90	40,724.04	1,018.86	2.5%
4211 · CR/ Electric	57.23	60.69	-3.46	-5.7%
4212 · CR/ Water	90.00	90.00		
4214 · CR/ Sewer	390.34	32.08	358.26	1,116.8%
4222 · CPI-U	865.93	102.27	763.66	746.7%
Total 4200 · COMMERCIAL RETAIL	43,146.40	41,009.08	2,137.32	5.2%
4400 · RV PARK				
4410 · Space Rental	21,766.00	16,972.00	4,794.00	28.3%
4440 · Laundry & Showers	125.50	447.25	-321.75	-71.9%
4450 · Wood Sales	170.00	20.00	150.00	750.0%
4470 · Misc Purchases & Sales	44.00		44.00	100.0%
Total 4400 · RV PARK	22,105.50	17,439.25	4,666.25	26.8%
4500 · FUEL SALES				
4505 · DIESEL	20,723.67	7,057.73	13,665.94	193.6%
4510 · GAS	2,074.54	377.96	1,696.58	448.9%
4515 · OTHER FUEL SALES	989.84	803.40	186.44	23.2%
Total 4500 · FUEL SALES	23,788.05	8,239.09	15,548.96	188.7%
4600 · BOATYARD				
4630 · Other Services & Sales	673.50	1,220.00	-546.50	-44.8%
4636 · Travel Lift Haul Out	3,233.00	751.00	2,482.00	330.5%
4640 · Labor	200.00	50.00	150.00	300.0%
4645 · Telehandler	480.00		480.00	100.0%
4656 · Yard Days	4,724.00	6,320.50	-1,596.50	-25.3%
Total 4600 · BOATYARD	9,310.50	8,341.50	969.00	11.6%
Total Income	138,689.78	119,945.29	18,744.49	15.6%
Gross Profit	138,689.78	119,945.29	18,744.49	15.6%
Expense				
5000 · PERSONNEL SERVICES/PAYROLL				
5010 · WAGES & SALARIES				
5012 · OFFICE STAFF				
5014 · Salary/Port Manager		6,058.08	-6,058.08	-100.0%
5016 · Wages/Port Office	8,554.96	7,023.98	1,530.98	21.8%
5018 · Wages/RV Park	2,774.89	2,834.74	-59.85	-2.1%
Total 5012 · OFFICE STAFF	11,329.85	15,916.80	-4,586.95	-28.8%
5020 · OPERATIONS STAFF				
5021 · Wages/Boatyard	2,327.74	810.09	1,517.65	187.3%
5022 · Wages/Comm Retail	70.65	2,562.53	-2,491.88	-97.2%
5023 · Wages/Fuel Dock	1,209.45	413.44	796.01	192.5%

**Port of Brookings Harbor
Profit & Loss Previous Year Comparison**

November 2018

Accrual Basis

	Nov 18	Nov 17	\$ Change	% Change
5025 · Wages/Marina	5,245.72	2,174.05	3,071.67	141.3%
5026 · Wages/RV Park	1,305.07		1,305.07	100.0%
5028 · Wages/Capital Projects	323.94	4,073.09	-3,749.15	-92.1%
Total 5020 · OPERATIONS STAFF	10,482.57	10,033.20	449.37	4.5%
5030 · BONUS	750.00	1,800.00	-1,050.00	-58.3%
5040 · OVERTIME				
5042 · OFFICE/OVERTIME				
5044 · Overtime/Port Office	33.15	308.31	-275.16	-89.3%
5046 · Overtime/RV Park Office	114.83	33.08	81.75	247.1%
Total 5042 · OFFICE/OVERTIME	147.98	341.39	-193.41	-56.7%
5050 · OPERATIONS/OVERTIME				
5051 · Overtime/Boatyard	30.03		30.03	100.0%
5052 · Overtime/Comm Retail		351.43	-351.43	-100.0%
5053 · Overtime/Fuel Dock		5.91	-5.91	-100.0%
5055 · Overtime/Marina	45.05	236.25	-191.20	-80.9%
5056 · Overtime/RV Park Operations	105.11		105.11	100.0%
5057 · Overtime/Capital Projects		120.49	-120.49	-100.0%
Total 5050 · OPERATIONS/OVERTIME	180.19	714.08	-533.89	-74.8%
Total 5040 · OVERTIME	328.17	1,055.47	-727.30	-68.9%
Total 5010 · WAGES & SALARIES	22,890.59	28,805.47	-5,914.88	-20.5%
5060 · EMPLOYEE COSTS & BENEFITS				
5062 · Sick Leave Benefit	140.20		140.20	100.0%
5064 · Paid Holidays	1,262.80	1,139.40	123.40	10.8%
5068 · Vacation	1,989.46	974.66	1,014.80	104.1%
5070 · Payroll Taxes	2,487.63	3,240.48	-752.85	-23.2%
5074 · Personal Vehicle Allowance	300.00	277.00	23.00	8.3%
5076 · Health Care and Dental	4,854.64	5,451.25	-596.61	-10.9%
5090 · SEP Retirement				
5092 · Port Manager	30.00	633.50	-603.50	-95.3%
5094 · Office	1,025.56	1,031.07	-5.51	-0.5%
5096 · Operations	1,455.40	1,275.02	180.38	14.2%
Total 5090 · SEP Retirement	2,510.96	2,939.59	-428.63	-14.6%
Total 5060 · EMPLOYEE COSTS & BENEFITS	13,545.69	14,022.38	-476.69	-3.4%
Total 5000 · PERSONNEL SERVICES/PAYROLL	36,436.28	42,827.85	-6,391.57	-14.9%
5540 · MINI-MART (Cost of Goods)				
6001 · ADVERTISING & NOTIFICATIONS				
6002 · Marketing & Advertising		500.00	-500.00	-100.0%
6004 · Legal Notices		416.38	-416.38	-100.0%
Total 6001 · ADVERTISING & NOTIFICATIONS		916.38	-916.38	-100.0%
6100 · REPAIRS & MAINTENANCE				
6110 · Maintenance & Repairs	23,967.90	16,750.28	7,217.62	43.1%
6115 · Services & Supplies	8,712.45	8,713.98	-1.53	
6125 · Tools-Under \$6,000	500.81		500.81	100.0%
6135 · Security Contract	2,000.00	1,000.00	1,000.00	100.0%
Total 6100 · REPAIRS & MAINTENANCE	35,181.16	26,464.26	8,716.90	32.9%
6150 · FUEL purchased for resale	21,806.62	11,764.68	9,841.94	83.7%
6200 · UTILITIES				
6210 · Telecommunications	716.73	791.56	-74.83	-9.5%
6220 · Electric	7,541.76	7,574.22	-32.46	-0.4%
6230 · Water	1,761.10	1,353.50	407.60	30.1%
6240 · Sanitary	4,507.40	4,580.74	-73.34	-1.6%
6250 · Waste Management	7,325.43	6,247.78	1,077.65	17.3%
6260 · Cable TV		456.99	-456.99	-100.0%
Total 6200 · UTILITIES	21,852.42	21,004.79	847.63	4.0%

**Port of Brookings Harbor
Profit & Loss Previous Year Comparison**

Accrual Basis

November 2018

	Nov 18	Nov 17	\$ Change	% Change
6300 · OFFICE EXPENSE				
6315 · Office Services & Supplies	296.80	442.35	-145.55	-32.9%
6320 · Leased Equipment(Incl'g copier)	1,489.73	1,862.64	-372.91	-20.0%
6330 · Dues, Subs & Pubs	8.44	375.00	-366.56	-97.8%
6345 · Postage	331.40	320.93	10.47	3.3%
Total 6300 · OFFICE EXPENSE	2,126.37	3,000.92	-874.55	-29.1%
6350 · BANK SERVICE & FINANCE FEES				
6335 · Merchant Services Fees	2,306.10	1,586.52	719.58	45.4%
6360 · Bank Service Charge/Fees	13.10	2.91	10.19	350.2%
Total 6350 · BANK SERVICE & FINANCE FEES	2,319.20	1,589.43	729.77	45.9%
6400 · TRAVEL & ENTERTAINMENT				
6420 · Meals & Other	67.55		67.55	100.0%
6425 · Mileage Reimbursement	96.14	147.61	-51.47	-34.9%
Total 6400 · TRAVEL & ENTERTAINMENT	163.69	147.61	16.08	10.9%
6500 · PERMITS, LICENSES, TAXES & MISC				
6510 · Conferences/Education/Meetings	90.00		90.00	100.0%
6575 · Permits & Licenses		1,318.90	-1,318.90	-100.0%
6500 · PERMITS, LICENSES, TAXES & MISC - Oth...	979.00		979.00	100.0%
Total 6500 · PERMITS, LICENSES, TAXES & MISC	1,069.00	1,318.90	-249.90	-19.0%
6600 · BAD DEBT	3,724.43	306.22	3,418.21	1,116.3%
6800 · INSURANCE; PROP & CAS, BOND	-290.00	7,876.35	-7,966.35	-103.8%
6900 · PROFESSIONAL FEES				
6920 · Audt		6,000.00	-6,000.00	-100.0%
6922 · Engineering Services		200.00	-200.00	-100.0%
6924 · Management Consulting	1,350.00		1,350.00	100.0%
6925 · Consultants	1,300.00		1,300.00	100.0%
6935 · Legal	3,382.00	643.50	2,738.50	425.8%
6945 · IT Support/Services	659.00	324.00	335.00	103.4%
6955 · Payroll Administration Fee	696.51	690.05	6.46	0.9%
Total 6900 · PROFESSIONAL FEES	7,387.51	7,857.55	-470.04	-6.0%
Total Expense	131,576.68	124,874.94	6,701.74	5.4%
Net Ordinary Income	7,113.10	-4,929.65	12,042.75	244.3%
Other Income/Expense				
Other Income				
7000 · PROPERTY TAX				
7010 · Previously Levied Tax	1,632.06	8,544.77	-6,912.71	-80.9%
7020 · Current Tax Levy	198,184.82	190,798.60	7,386.22	3.9%
Total 7000 · PROPERTY TAX	199,816.88	199,343.37	473.51	0.2%
7100 · INTEREST & DIVIDENDS INCOME	900.82	10.77	890.05	8,264.2%
7110 · MISC INCOME				
7120 · Restitution & Settlements		202.75	-202.75	-100.0%
7110 · MISC INCOME - Other		141.40	-141.40	-100.0%
Total 7110 · MISC INCOME		344.15	-344.15	-100.0%
7170 · Sale of Assets		4,550.40	-4,550.40	-100.0%
7400 · HMGP-FEMA & GRANTS REVENUE				
7410 · FEMA - DR4268-OR-7 B 1 Piling	14,980.00		14,980.00	100.0%
Total 7400 · HMGP-FEMA & GRANTS REVENUE	14,980.00		14,980.00	100.0%
Total Other Income	215,697.70	204,248.69	11,449.01	5.6%
Other Expense				
7700 · CAPITAL OUTLAYS; GENERAL FUND				
7790 · OTHER	3,945.00		3,945.00	100.0%

**Port of Brookings Harbor
Profit & Loss Pervious Year Comparison**

Accrual Basis

November 2018

	Nov 18	Nov 17	\$ Change	% Change
Total 7700 · CAPITAL OUTLAYS; GENERAL FUND	3,945.00		3,945.00	100.0%
8200 · GRANT EXPENSES				
8210 · Parking Improvement Grant #1481		5,722.62	-5,722.62	-100.0%
Total 8200 · GRANT EXPENSES		5,722.62	-5,722.62	-100.0%
8300 · HMGP-FEMA & GRANTS EXPENSE				
8310 · FEMA - DR4258-OR-7 B 1 Piling				
8312 · PW319 Engineering/Architectural	11,700.00	4,950.00	6,750.00	136.4%
8314 · PW319 Const.-Materials,Supplies	894.30		894.30	100.0%
8316 · PW319 Labor Expenses	261.50		261.50	100.0%
Total 8310 · FEMA - DR4258-OR-7 B 1 Piling	12,855.80	4,950.00	7,905.80	159.7%
8330 · FEMA/OEM Fuel Ramp Repairs	1,231.42		1,231.42	100.0%
Total 8300 · HMGP-FEMA & GRANTS EXPENSE	14,087.22	4,950.00	9,137.22	184.6%
8400 · DEBT SERVICE FUND				
8430 · Paid Interest				
8432 · IFA	3,203.90		3,203.90	100.0%
8443 · 50 BFMII Travellift Interest	1,118.20	1,343.21	-225.01	-16.8%
8444 · 2018 Genie Forklift Interest	476.25		476.25	100.0%
Total 8430 · Paid Interest	4,798.35	1,343.21	3,455.14	257.2%
Total 8400 · DEBT SERVICE FUND	4,798.35	1,343.21	3,455.14	257.2%
8600 · USDA REVENUE BOND				
8610 · Revenue Bond Interest	61,084.39	64,390.09	-3,305.70	-5.1%
Total 8600 · USDA REVENUE BOND	61,084.39	64,390.09	-3,305.70	-5.1%
Total Other Expense	83,914.96	76,405.92	7,509.04	9.8%
Net Other Income	131,782.74	127,842.77	3,939.97	3.1%
Net Income	138,895.84	122,913.12	15,982.72	13.0%

Port of Brookings Harbor
Profit & Loss MARINA/ADMINISTRATION
November 2018

	Nov 18
Ordinary Income/Expense	
Income	
4100 · MARINA/ADMINISTRATION	
4120 · Finance Charges/Income	431.05
4125 · Administrative Fees	100.00
4130 · Boat Launch	1,410.00
4135 · Storage	7,128.42
4140 · Other Revenue	1,800.75
4300 · MOORAGE	
4310 · Commercial Slip Rent	3,572.10
4320 · Recreational Slip Rent	18,920.85
4325 · Transient	1,217.44
4330 · Liveaboard	1,800.00
4340 · Moorage Electric	3,658.72
4350 · Other Fees	300.00
Total 4300 · MOORAGE	29,469.11
Total 4100 · MARINA/ADMINISTRATION	40,339.33
Total Income	40,339.33
Gross Profit	40,339.33
Expense	
5000 · PERSONNEL SERVICES/PAYROLL	
5010 · WAGES & SALARIES	
5012 · OFFICE STAFF	
5016 · Wages/Port Office	8,554.96
Total 5012 · OFFICE STAFF	8,554.96
5020 · OPERATIONS STAFF	
5025 · Wages/Marina	5,245.72
Total 5020 · OPERATIONS STAFF	5,245.72
5030 · BONUS	750.00
5040 · OVERTIME	
5042 · OFFICE/OVERTIME	
5044 · Overtime/Port Office	33.15
Total 5042 · OFFICE/OVERTIME	33.15
5050 · OPERATIONS/OVERTIME	
5055 · Overtime/Marina	45.05
Total 5050 · OPERATIONS/OVERTIME	45.05
Total 5040 · OVERTIME	78.20
Total 5010 · WAGES & SALARIES	14,628.88
5060 · EMPLOYEE COSTS & BENEFITS	
5062 · Sick Leave Benefit	140.20
5064 · Paid Holidays	1,262.80
5068 · Vacation	1,989.46
5070 · Payroll Taxes	1,640.80
5074 · Personal Vehicle Allowance	300.00
5076 · Health Care and Dental	
5076 · Health Care and Dental - Other	4,854.64
Total 5076 · Health Care and Dental	4,854.64
5090 · SEP Retirement	
5092 · Port Manager	30.00
5094 · Office	1,025.56
5096 · Operations	1,455.40
Total 5090 · SEP Retirement	2,510.96
Total 5060 · EMPLOYEE COSTS & BENEFITS	12,698.86

**Port of Brookings Harbor
Profit & Loss MARINA/ADMINISTRATION**

November 2018

	Nov 18
Total 5000 · PERSONNEL SERVICES/PAYROLL	27,327.74
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	2,512.70
6115 · Services & Supplies	4,718.66
6125 · Tools-Under \$5,000	500.81
6135 · Security Contract	1,000.00
Total 6100 · REPAIRS & MAINTENANCE	8,732.17
6200 · UTILITIES	
6210 · Telecommunications	560.33
6220 · Electric	4,668.23
6230 · Water	1,016.06
6240 · Sanitary	2,072.18
6250 · Waste Management	1,260.82
Total 6200 · UTILITIES	9,577.62
6300 · OFFICE EXPENSE	
6315 · Office Services & Supplies	296.80
6320 · Leased Equipment(Incl'g copier)	887.73
6330 · Dues, Subs & Pubs	8.44
6345 · Postage	331.40
Total 6300 · OFFICE EXPENSE	1,524.37
6350 · BANK SERVICE & FINANCE FEES	
6335 · Merchant Services Fees	861.72
6360 · Bank Service Charge/Fees	0.55
Total 6350 · BANK SERVICE & FINANCE FEES	862.27
6400 · TRAVEL & ENTERTAINMENT	
6420 · Meals & Other	67.55
6425 · Mileage Reimbursement	96.14
Total 6400 · TRAVEL & ENTERTAINMENT	163.69
6500 · PERMITS, LICENSES, TAXES & MISC	
6510 · Conferences/Education/Meetings	90.00
Total 6500 · PERMITS, LICENSES, TAXES & MISC	90.00
6600 · BAD DEBT	3,724.43
6800 · INSURANCE; PROP & CAS, BOND	
6800 · INSURANCE; PROP & CAS, BOND - Other	-290.00
Total 6800 · INSURANCE; PROP & CAS, BOND	-290.00
6900 · PROFESSIONAL FEES	
6924 · Management Consulting	1,350.00
6925 · Consultants	900.00
6935 · Legal	3,382.00
6955 · Payroll Administration Fee	696.51
Total 6900 · PROFESSIONAL FEES	6,328.51
Total Expense	58,040.80
Net Ordinary Income	-17,701.47
Other Income/Expense	
Other Income	
7000 · PROPERTY TAX	
7010 · Previously Levied Tax	1,632.06
7020 · Current Tax Levy	198,184.82
Total 7000 · PROPERTY TAX	199,816.88
7100 · INTEREST & DIVIDENDS INCOME	723.14
Total Other Income	200,540.02

**Port of Brookings Harbor
Profit & Loss MARINA/ADMINISTRATION
November 2018**

	<u>Nov 18</u>
Net Other Income	<u>200,540.02</u>
Net Income	<u><u>182,838.55</u></u>

Port of Brookings Harbor
Profit & Loss BEACHFRONT RV PARK
November 2018

	Nov 18
Ordinary Income/Expense	
Income	
4400 · RV PARK	
4410 · Space Rental	21,766.00
4440 · Laundry & Showers	125.50
4450 · Wood Sales	170.00
4470 · Misc Purchases & Sales	44.00
Total 4400 · RV PARK	22,105.50
Total Income	22,105.50
Gross Profit	22,105.50
Expense	
5000 · PERSONNEL SERVICES/PAYROLL	
5010 · WAGES & SALARIES	
5012 · OFFICE STAFF	
5018 · Wages/RV Park	2,774.89
Total 5012 · OFFICE STAFF	2,774.89
5020 · OPERATIONS STAFF	
5026 · Wages/RV Park	1,305.07
Total 5020 · OPERATIONS STAFF	1,305.07
5040 · OVERTIME	
5042 · OFFICE/OVERTIME	
5046 · Overtime/RV Park Office	114.83
Total 5042 · OFFICE/OVERTIME	114.83
5050 · OPERATIONS/OVERTIME	
5056 · Overtime/RV Park Operations	105.11
Total 5050 · OPERATIONS/OVERTIME	105.11
Total 5040 · OVERTIME	219.94
Total 5010 · WAGES & SALARIES	4,299.90
5060 · EMPLOYEE COSTS & BENEFITS	
5070 · Payroll Taxes	437.52
Total 5060 · EMPLOYEE COSTS & BENEFITS	437.52
Total 5000 · PERSONNEL SERVICES/PAYROLL	4,737.42
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	153.39
6115 · Services & Supplies	1,351.69
6135 · Security Contract	1,000.00
Total 6100 · REPAIRS & MAINTENANCE	2,505.08
6200 · UTILITIES	
6210 · Telecommunications	156.40
6220 · Electric	1,876.12
6230 · Water	170.50
6240 · Sanitary	687.17
6250 · Waste Management	4,017.39
Total 6200 · UTILITIES	6,887.58
6300 · OFFICE EXPENSE	
6320 · Leased Equipment(incl'g copier)	602.00
Total 6300 · OFFICE EXPENSE	602.00
6350 · BANK SERVICE & FINANCE FEES	
6335 · Merchant Services Fees	1,135.77
	1,135.77

Port of Brookings Harbor
Profit & Loss BEACHFRONT RV PARK
 November 2018

	Nov 18
Total 6350 · BANK SERVICE & FINANCE FEES	1,135.77
6500 · PERMITS, LICENSES, TAXES & MISC	979.00
6900 · PROFESSIONAL FEES	
6945 · IT Support/Services	659.00
Total 6900 · PROFESSIONAL FEES	659.00
Total Expense	17,505.85
Net Ordinary Income	4,599.65
Other Income/Expense	
Other Expense	
7700 · CAPITAL OUTLAYS; GENERAL FUND	
7790 · OTHER	3,945.00
Total 7700 · CAPITAL OUTLAYS; GENERAL FUND	3,945.00
Total Other Expense	3,945.00
Net Other Income	-3,945.00
Net Income	654.65

**Port of Brookings Harbor
Profit & Loss BOATYARD
November 2018**

	Nov 18
Ordinary Income/Expense	
Income	
4600 · BOATYARD	
4630 · Other Services & Sales	673.50
4635 · Travel Lift Haul Out	3,233.00
4640 · Labor	200.00
4645 · Telehandler	480.00
4655 · Yard Days	4,724.00
Total 4600 · BOATYARD	9,310.50
Total Income	9,310.50
Gross Profit	9,310.50
Expense	
5000 · PERSONNEL SERVICES/PAYROLL	
5010 · WAGES & SALARIES	
5020 · OPERATIONS STAFF	
5021 · Wages/Boatyard	2,327.74
Total 5020 · OPERATIONS STAFF	2,327.74
5040 · OVERTIME	
5050 · OPERATIONS/OVERTIME	
5051 · Overtime/Boatyard	30.03
Total 5050 · OPERATIONS/OVERTIME	30.03
Total 5040 · OVERTIME	30.03
Total 5010 · WAGES & SALARIES	2,357.77
5060 · EMPLOYEE COSTS & BENEFITS	
5070 · Payroll Taxes	246.54
Total 5060 · EMPLOYEE COSTS & BENEFITS	246.54
Total 5000 · PERSONNEL SERVICES/PAYROLL	2,604.31
6100 · REPAIRS & MAINTENANCE	
6115 · Services & Supplies	1,145.65
Total 6100 · REPAIRS & MAINTENANCE	1,145.65
6200 · UTILITIES	
6250 · Waste Management	722.75
Total 6200 · UTILITIES	722.75
Total Expense	4,472.71
Net Ordinary Income	4,837.79
Net Income	4,837.79

Port of Brookings Harbor
Profit & Loss COMMERCIAL RETAIL
 November 2018

	Nov 18
Ordinary Income/Expense	
Income	
4200 · COMMERCIAL RETAIL	
4210 · Commercial Retail Lease	41,742.90
4211 · CR/ Electric	57.23
4212 · CR/ Water	90.00
4214 · CR/ Sewer	390.34
4222 · CPI-U	865.93
Total 4200 · COMMERCIAL RETAIL	43,146.40
Total Income	43,146.40
Gross Profit	43,146.40
Expense	
5000 · PERSONNEL SERVICES/PAYROLL	
5010 · WAGES & SALARIES	
5020 · OPERATIONS STAFF	
5022 · Wages/Comm Retail	70.65
Total 5020 · OPERATIONS STAFF	70.65
Total 5010 · WAGES & SALARIES	70.65
5060 · EMPLOYEE COSTS & BENEFITS	
5070 · Payroll Taxes	7.20
Total 5060 · EMPLOYEE COSTS & BENEFITS	7.20
Total 5000 · PERSONNEL SERVICES/PAYROLL	77.85
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	519.42
6115 · Services & Supplies	1,496.45
Total 6100 · REPAIRS & MAINTENANCE	2,015.87
6200 · UTILITIES	
6220 · Electric	827.97
6230 · Water	574.54
6240 · Sanitary	1,734.91
6250 · Waste Management	1,099.00
Total 6200 · UTILITIES	4,236.42
6900 · PROFESSIONAL FEES	
6925 · Consultants	400.00
Total 6900 · PROFESSIONAL FEES	400.00
Total Expense	6,730.14
Net Ordinary Income	36,416.26
Net Income	36,416.26

**Port of Brookings Harbor
Profit & Loss FUEL DOCK
November 2018**

	Nov 18
Ordinary Income/Expense	
Income	
4500 · FUEL SALES	
4505 · DIESEL	20,723.67
4510 · GAS	2,074.54
4515 · OTHER FUEL SALES	989.84
	23,788.05
Total 4500 · FUEL SALES	23,788.05
Total Income	23,788.05
Gross Profit	23,788.05
Expense	
5000 · PERSONNEL SERVICES/PAYROLL	
5010 · WAGES & SALARIES	
5020 · OPERATIONS STAFF	
5023 · Wages/Fuel Dock	1,209.45
	1,209.45
Total 5020 · OPERATIONS STAFF	1,209.45
Total 5010 · WAGES & SALARIES	1,209.45
5060 · EMPLOYEE COSTS & BENEFITS	
5070 · Payroll Taxes	120.64
	120.64
Total 5060 · EMPLOYEE COSTS & BENEFITS	120.64
Total 5000 · PERSONNEL SERVICES/PAYROLL	1,330.09
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	20,782.39
	20,782.39
Total 6100 · REPAIRS & MAINTENANCE	20,782.39
6150 · FUEL purchased for resale	21,606.62
6200 · UTILITIES	
6220 · Electric	50.70
6240 · Sanitary	33.14
6250 · Waste Management	225.47
	309.31
Total 6200 · UTILITIES	309.31
6350 · BANK SERVICE & FINANCE FEES	
6335 · Merchant Services Fees	308.61
	308.61
Total 6350 · BANK SERVICE & FINANCE FEES	308.61
Total Expense	44,337.02
Net Ordinary Income	-20,548.97
Net Income	-20,548.97

**Port of Brookings Harbor
Profit & Loss Property Use
November 2018**

	<u>Nov 18</u>
Ordinary Income/Expense	
Expense	
6200 · UTILITIES	
6220 · Electric	<u>118.74</u>
Total 6200 · UTILITIES	<u>118.74</u>
Total Expense	<u>118.74</u>
Net Ordinary Income	<u>-118.74</u>
Net Income	<u><u>-118.74</u></u>

**Port of Brookings Harbor
CAPITAL PROJECTS ACTIVITY**

Accrual Basis

November 2018

	Nov 18
Ordinary Income/Expense	
Expense	
5000 · PERSONNEL SERVICES/PAYROLL	
5060 · EMPLOYEE COSTS & BENEFITS	
5070 · Payroll Taxes	34.93
Total 5060 · EMPLOYEE COSTS & BENEFITS	34.93
5010 · WAGES & SALARIES	
5020 · OPERATIONS STAFF	
5028 · Wages/Capital Projects	323.94
Total 5020 · OPERATIONS STAFF	323.94
Total 5010 · WAGES & SALARIES	323.94
Total 6000 · PERSONNEL SERVICES/PAYROLL	358.87
Total Expense	358.87
Net Ordinary Income	-358.87
Other Income/Expense	
Other Income	
7100 · INTEREST & DIVIDENDS INCOME	29.99
7400 · HMGP-FEMA & GRANTS REVENUE	
7410 · FEMA - DR4258-OR-7 B 1 Piling	14,980.00
Total 7400 · HMGP-FEMA & GRANTS REVENUE	14,980.00
Total Other Income	15,009.99
Other Expense	
8300 · HMGP-FEMA & GRANTS EXPENSE	
8330 · FEMA/OEM Fuel Ramp Repairs	1,231.42
8310 · FEMA - DR4258-OR-7 B 1 Piling	
8316 · PW319 Labor Expenses	261.50
8314 · PW319 Const-Materials,Supplies	894.30
8312 · PW319 Engineering/Architectural	11,700.00
Total 8310 · FEMA - DR4258-OR-7 B 1 Piling	12,855.80
Total 8300 · HMGP-FEMA & GRANTS EXPENSE	14,087.22
Total Other Expense	14,087.22
Net Other Income	922.77
Net Income	563.90

Guest Forecast

For: 11/01/2018 - 11/30/2018

Date	Departures	Stayovers	Arrivals	Persons		Units	% Occ	Unit Revenue
				AM	PM			
11/1/2018	6	8	7	60/0/0/0	66/0/0/0	15	12.50	\$541.00
11/2/2018	1	14	8	66/0/0/0	90/0/0/0	22	18.33	\$747.00
11/3/2018	7	15	11	90/0/0/0	108/0/0/0	26	21.67	\$951.00
11/4/2018	14	12	5	108/0/0/0	71/0/0/0	17	14.17	\$572.00
11/5/2018	8	9	4	71/0/0/0	53/0/0/0	13	10.83	\$431.00
11/6/2018	4	9	6	53/0/0/0	69/0/0/0	15	12.50	\$517.00
11/7/2018	4	11	9	69/0/0/0	90/0/0/0	20	16.67	\$652.00
11/8/2018	6	14	10	90/0/0/0	110/0/0/0	24	20.00	\$899.00
11/9/2018	7	17	18	110/0/0/0	125/0/0/0	35	29.17	\$1,309.00
11/10/2018	10	25	21	125/0/0/0	173/0/0/0	46	38.33	\$1,770.00
11/11/2018	17	29	12	173/0/0/0	167/0/0/0	41	34.17	\$1,624.00
11/12/2018	28	13	8	167/0/0/0	86/0/0/0	21	17.50	\$750.00
11/13/2018	10	11	8	86/0/0/0	81/0/0/0	19	15.83	\$679.00
11/14/2018	8	11	7	81/0/0/0	68/0/0/0	18	15.00	\$701.00
11/15/2018	4	14	7	68/0/0/0	74/0/0/0	21	17.50	\$818.00
11/16/2018	7	14	8	74/0/0/0	84/0/0/0	22	18.33	\$793.00
11/17/2018	5	17	10	84/0/0/0	94/0/0/0	27	22.50	\$1,039.00
11/18/2018	10	17	5	94/0/0/0	76/0/0/0	22	18.33	\$830.00
11/19/2018	10	12	10	76/0/0/0	70/0/0/0	22	18.33	\$891.00
11/20/2018	4	18	4	70/0/0/0	66/0/0/0	22	18.33	\$848.00
11/21/2018	8	14	15	66/0/0/0	87/0/0/0	29	24.17	\$1,174.00
11/22/2018	4	25	3	87/0/0/0	81/0/0/0	28	23.33	\$1,137.00
11/23/2018	4	24	6	81/0/0/0	88/0/0/0	30	25.00	\$1,051.00
11/24/2018	15	15	4	88/0/0/0	57/0/0/0	19	15.83	\$744.00
11/25/2018	15	4	1	57/0/0/0	22/0/0/0	5	4.17	\$172.00
11/26/2018	3	2	3	22/0/0/0	22/0/0/0	5	4.17	\$160.00
11/27/2018	3	2	1	22/0/0/0	10/0/0/0	3	2.50	\$86.00
11/28/2018	1	2	4	10/0/0/0	28/0/0/0	6	5.00	\$209.00
11/29/2018	3	3	1	28/0/0/0	16/0/0/0	4	3.33	\$123.00
11/30/2018	2	2	2	16/0/0/0	12/0/0/0	4	3.33	\$86.00
	228	383	218	2292/0/0/0	2244/0/0/0	601	16.69	\$22,304.00

Occupancy percentages based on 120 total units

Guest Forecast

For: 12/01/2018 - 12/31/2018

Date	Departures	Stayovers	Arrivals	Persons		Units	% Occ	Unit Revenue
				AM	PM			
12/1/2018	0	4	3	12/0/0/0	26/0/0/0	7	5.83	\$258.00
12/2/2018	3	4	3	26/0/0/0	22/0/0/0	7	5.83	\$246.00
12/3/2018	3	4	3	22/0/0/0	22/0/0/0	7	5.83	\$246.00
12/4/2018	3	4	1	22/0/0/0	10/0/0/0	5	4.17	\$160.00
12/5/2018	2	3	0	10/0/0/0	6/0/0/0	3	2.50	\$86.00
12/6/2018	0	3	3	6/0/0/0	19/0/0/0	6	5.00	\$215.00
12/7/2018	1	5	0	19/0/0/0	17/0/0/0	5	4.17	\$129.00
12/8/2018	2	3	2	17/0/0/0	21/0/0/0	5	4.17	\$160.00
12/9/2018	0	5	0	21/0/0/0	21/0/0/0	5	4.17	\$160.00
12/10/2018	4	1	1	21/0/0/0	8/0/0/0	2	1.67	\$37.00
12/11/2018	1	1	0	8/0/0/0	2/0/0/0	1	0.83	\$0.00
12/12/2018	0	1	1	2/0/0/0	4/0/0/0	2	1.67	\$43.00
12/13/2018	0	2	1	4/0/0/0	6/0/0/0	3	2.50	\$86.00
12/14/2018	1	2	0	6/0/0/0	4/0/0/0	2	1.67	\$43.00
12/15/2018	0	2	1	4/0/0/0	10/0/0/0	3	2.50	\$86.00
12/16/2018	1	2	2	10/0/0/0	20/0/0/0	4	3.33	\$129.00
12/17/2018	0	4	0	20/0/0/0	20/0/0/0	4	3.33	\$129.00
12/18/2018	0	4	0	20/0/0/0	20/0/0/0	4	3.33	\$129.00
12/19/2018	0	4	0	20/0/0/0	20/0/0/0	4	3.33	\$129.00
12/20/2018	0	4	2	20/0/0/0	30/0/0/0	6	5.00	\$215.00
12/21/2018	0	6	3	30/0/0/0	36/0/0/0	9	7.50	\$301.00
12/22/2018	0	9	1	36/0/0/0	38/0/0/0	10	8.33	\$301.00
12/23/2018	2	8	2	38/0/0/0	32/0/0/0	10	8.33	\$387.00
12/24/2018	3	7	1	32/0/0/0	28/0/0/0	8	6.67	\$385.00
12/25/2018	0	8	0	28/0/0/0	28/0/0/0	8	6.67	\$385.00
12/26/2018	2	6	1	28/0/0/0	28/0/0/0	7	5.83	\$215.00
12/27/2018	2	5	2	28/0/0/0	24/0/0/0	7	5.83	\$258.00
12/28/2018	0	7	3	24/0/0/0	30/0/0/0	10	8.33	\$344.00
12/29/2018	1	9	1	30/0/0/0	26/0/0/0	10	8.33	\$301.00
12/30/2018	2	8	1	26/0/0/0	20/0/0/0	9	7.50	\$344.00
12/31/2018	0	9	1	20/0/0/0	22/0/0/0	10	8.33	\$495.00
	33	144	39	610/0/0/0	620/0/0/0	183	4.92	\$6,402.00

Occupancy percentages based on 120 total units

Guest Forecast

For: 01/01/2019 - 01/31/2019

Date	Departures	Stayovers	Arrivals	Persons		Units	% Occ	Unit Revenue
				AM	PM			
1/1/2019	3	7	0	22/0/0/0	16/0/0/0	7	5.83	\$275.00
1/2/2019	2	5	2	16/0/0/0	14/0/0/0	7	5.83	\$258.00
1/3/2019	3	4	0	14/0/0/0	8/0/0/0	4	3.33	\$0.00
1/4/2019	3	1	0	8/0/0/0	2/0/0/0	1	0.83	\$0.00
1/5/2019	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
1/6/2019	0	1	2	2/0/0/0	6/0/0/0	3	2.50	\$86.00
1/7/2019	0	3	0	6/0/0/0	6/0/0/0	3	2.50	\$86.00
1/8/2019	0	3	0	6/0/0/0	6/0/0/0	3	2.50	\$86.00
1/9/2019	0	3	0	6/0/0/0	6/0/0/0	3	2.50	\$86.00
1/10/2019	0	3	0	6/0/0/0	6/0/0/0	3	2.50	\$86.00
1/11/2019	0	3	1	6/0/0/0	8/0/0/0	4	3.33	\$129.00
1/12/2019	0	4	0	8/0/0/0	8/0/0/0	4	3.33	\$43.00
1/13/2019	0	4	0	8/0/0/0	8/0/0/0	4	3.33	\$129.00
1/14/2019	1	3	0	8/0/0/0	6/0/0/0	3	2.50	\$86.00
1/15/2019	0	3	0	6/0/0/0	6/0/0/0	3	2.50	\$86.00
1/16/2019	0	3	0	6/0/0/0	6/0/0/0	3	2.50	\$86.00
1/17/2019	1	2	0	6/0/0/0	4/0/0/0	2	1.67	\$86.00
1/18/2019	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$86.00
1/19/2019	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$0.00
1/20/2019	2	0	0	4/0/0/0	0/0/0/0	0	0.00	\$0.00
1/21/2019	0	0	1	0/0/0/0	2/0/0/0	1	0.83	\$43.00
1/22/2019	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$43.00
1/23/2019	0	1	1	2/0/0/0	4/0/0/0	2	1.67	\$86.00
1/24/2019	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$86.00
1/25/2019	1	1	0	4/0/0/0	2/0/0/0	1	0.83	\$43.00
1/26/2019	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$43.00
1/27/2019	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$43.00
1/28/2019	1	0	0	2/0/0/0	0/0/0/0	0	0.00	\$0.00
1/29/2019	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
1/30/2019	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
1/31/2019	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
	17	64	7	166/0/0/0	144/0/0/0	71	1.91	\$2,081.00

Occupancy percentages based on 120 total units

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Port of Brookings Harbor
Commercial Retail Leases

November 2018

Date	Name Ac...	Name	Memo	Ship To Address 1	Amount
4200 - COMMERCIAL RETAIL					
4210 - Commercial Retail Lease					
11/01/2018	CL0027	Sporthaven's Marina	NOVEMBER 2018 Lease	16374 Lower Harbor Road	1,022.71
11/01/2018	CL0034	D&R Equipment Repair LLC	NOVEMBER 2018 Lease Warehouse - Shop per square foot	Commercial Shop Space	200.00
11/01/2018	CL0030	Tidewind Sport Fishing	November 2018 Lease Building	16350 Lower Harbor Rd Ste 201	686.11
11/01/2018	CL0001	Bandon Pacific	NOVEMBER 2018 Lease Dock, Hoist and Work Area	16273 Harbor Drive	2,606.50
11/01/2018	CL0002	BC Fisheries LLC:Old Dock & Gr...	NOVEMBER 2018 Lease Dock and Hoist	16273 Harbor Dr	2,700.50
11/01/2018	CL0003	BC Fisheries LLC:Process Plant, ...	NOVEMBER 2018 Lease Leased property for the Processing Plant F...	16273 Harbor Dr	1,531.25
11/01/2018	CL0003	BC Fisheries LLC:Process Plant, ...	NOVEMBER 2018 Lease Leased property for the Unloading Dock	16273 Harbor Dr	2,268.00
11/01/2018	CL0004	Boardwalk Mail Service LLC	NOVEMBER 2018 Lease Building	16340 Lower Harbor Rd Ste 106	964.80
11/01/2018	CL0005	Boat Shop & More, LLC	NOVEMBER 2018 Lease Building	Building/16282 Lower Harbor Road	1,210.00
11/01/2018	CL0005	Boat Shop & More, LLC	NOVEMBER 2018 Lease Ground	Building/16282 Lower Harbor Road	408.86
11/01/2018	CL0008	Bornstein Seafoods Inc	NOVEMBER 2018 Lease Dock Area	16277 Harbor Drive	2,340.90
11/01/2018	CL0008	Bornstein Seafoods Inc	NOVEMBER 2018 Lease Work Area	16277 Harbor Drive	632.32
11/01/2018	CL0006	Brookings Harbor Cold Storage L...	NOVEMBER 2018 Lease Bare Ground, Cold Storage Building and C...	16273 Harbor Dr	1,008.00
11/01/2018	CL0007	Brookings Harbor Ice House LLC	NOVEMBER 2018 Ice House Lease Bare Ground and Ice Plant	16266 Harbor Dr	463.14
11/01/2018	CL0007	Brookings Harbor Ice House LLC	NOVEMBER 2018 Ice House Lease Delivery Dock	16266 Harbor Dr	567.00
11/01/2018	CL0009	Busch, Marilyn & Robert	NOVEMBER 2018 Lease Commercial Parking Area	16224 Lower Harbor Road	143.78
11/01/2018	CL0010	CBN Enterprises/Barbara C	NOVEMBER 2018 Lease Building	16350 Lower Harbor Road	840.00
11/01/2018	CL0011	Chetco Seafood/Bill Goergen	NOVEMBER 2018 Lease Building & Ground	16182 Lower Harbor Road	898.25
11/01/2018	CL0012	Hallmark Fisheries/CA Shellfish Co	NOVEMBER 2018 Lease County Account# R19554 Dock Premises	16178 Lower Harbor Road	5,984.05
11/01/2018	CL0013-01	Hungry Clam	NOVEMBER 2018 Lease Retail Building	16350 Lower Harbor Road, Ste 205 & 2...	1,619.79
11/01/2018	CL0013-01	Hungry Clam	NOVEMBER 2018 Lease Outdoor Space	16350 Lower Harbor Road, Ste 205 & 2...	115.80
11/01/2018	CL0014	J Sloane Hair Studio LLC	NOVEMBER 2018 Lease Building	16340 Lower Harbor Rd Ste 105	895.12
11/01/2018	CL0015	Kathy's Corner Market	NOVEMBER 2018 Lease Building	16340 Lower Harbor Rd Ste 104	753.62
11/01/2018	CL0015	Kathy's Corner Market	NOVEMBER 2018 Lease Retail Center per square foot ADDITION...	16340 Lower Harbor Rd Ste 104	110.42
11/01/2018	CL0017	Mountain View Custom Cycles	NOVEMBER 2018 Lease Building	16118 Lower Harbor Road	568.50
11/01/2018	CL0017	Mountain View Custom Cycles	NOVEMBER 2018 Lease Outdoor Space	16118 Lower Harbor Road	45.00
11/01/2018	CL0018	Ocean Suites Motel	NOVEMBER 2018 Lease Building/Storage	16060 Lower Harbor Road	417.38
11/01/2018	CL0018	Pacific Fishing LLC: Commercial ...	NOVEMBER 2018 Lease Building/Storage	16060 Lower Harbor Road	760.00
11/01/2018	CL0020	Pacific Ocean Harvesters LLC	NOVEMBER 2018 Lease Building	16378 Lower Harbor Road	1,618.29
11/01/2018	CL0020	Pacific Ocean Harvesters LLC	NOVEMBER 2018 Lease Surfaced Asphalt per square foot	16378 Lower Harbor Road	168.00
11/01/2018	CL0020	Pacific Ocean Harvesters LLC	NOVEMBER 2018 Lease Unimproved Property (dirt area)	16378 Lower Harbor Road	26.55
11/01/2018	CL0022	Pacific Boat Basin, LLC: Parking ...	NOVEMBER 2018 Lease Land & Additional Parking for Inn	16011 Boat Basin Rd - Inn Land & Park...	968.00
11/01/2018	CL0021	Pacific Boat Basin, LLC: Restaur...	NOVEMBER 2018 Lease Restaurant Area	16011 Boat Basin Road	1,138.50
11/01/2018	CL0023	Portside RV Park	NOVEMBER 2018 Lease Ground	16219 Lower Harbor Road	193.55
11/01/2018	CL0025	Seal Cove Realty	NOVEMBER 2018 Lease Ground	16110 Lower Harbor Road	334.72
11/01/2018	CL0026	Slugs 'n Stones 'n Ice Cream Con...	NOVEMBER 2018 Lease Surfaced Asphalt per square foot	16360 Lower Harbor Road	460.00
11/01/2018	CL0034	Speir, Joe:Commercial Storage F/...	NOVEMBER 2018 Lease Warehouse - Storage per square foot	16080 Lower Harbor Road	162.00
11/01/2018	CL0027	Speir, Joe/Davis Roy	NOVEMBER 2018 Lease Building/Shop 1	16060 Lower Harbor Rd Shop	680.50
11/01/2018	CL0029	The Bell & Whistle Coffee House...	NOVEMBER 2018 Lease Building	16340 Lower Harbor Rd Ste 101	685.00
11/01/2018	CL0031	US Coast Guard Lease	NOVEMBER 2018 Lease Dock & Ground	16133 Boat Basin Road	923.24
11/01/2018	CL0032	Whales Tail Candy & Gifts	NOVEMBER 2018 Lease Building Extension on lease with increase	16350 Lower Harbor Rd Ste 204	953.10
11/01/2018	CL0033	Zola's Pizzeria	NOVEMBER 2018 Lease Building & Ground	16362 Lower Harbor Road	1,310.65
Total 4210 - Commercial Retail Lease					41,742.90
Total 4200 - COMMERCIAL RETAIL					41,742.90
TOTAL					41,742.90

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Port Manager Report – November 2018

November 19th was my first day back as Port Manager. I appreciate the community and new Board of Commissioners giving me the opportunity to manage the Port again. Staff was great welcoming me back. There were a few staff changes but overall, the Port continued moving forward under difficult situation.

Port's infrastructure is still my main focus for planning reconstruction and funding for the much need projects. Visiting with our tenants and listening to our customers will continue to be our mission to make this Port work for everyone.

Safety & Security:

Port of Brookings November 2018 safety performance recorded no accidents or injuries. Port field employees perform weekly safety meetings. Port staff conducts daily, weekly, month and quarterly inspections of Port owned facilities.

South Coast Knight Security November 2018 issued 13 parking violations and removed 2 unauthorized visitors on Port properties. Reported damaged transformer box near Basin 2 to Coos Curry Electric, 1 act of vandalism at Basin 2 parking lot and 1 maintenance issue at the Boat Launch Restroom.

Port Office:

Re-established weekly office staff meetings. Document filing and recordkeeping will continue to be a high priority. April is dedicated full-time to the Port Office, she will continue to cover the RV Park Office when needed.

OPERATIONAL REPORT

DATE: *December 18th, 2018*
RE: *Operational Report*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Travis Webster, Harbormaster*

OVERVIEW

- Clean up throughout the Port is ongoing as funds are available.
- We continue to identify small problems that occur with day to day use and assign work orders and complete these jobs in an orderly fashion.
- Daily monitoring of the fuel dock landing, checking fuel line connections.
- After review with Port manager, we have decided to wait on continuing with engineer on RV park bathroom due to changes that may occur after review of our Strategic Plan.
- Jack Akin will be providing an engineered fix for the fuel dock, fuel lines. Our goal is to do as much of the work in house, following engineering.
- Kite field Bathroom is getting a new coat of paint, as well as epoxy floor coating.
- Crab pots and boatyard has been a busy area of the port in preparation for the upcoming crab season. Start date?
- Inspections of the Port has been a priority.
- New gates have been installed at retail bathroom and will be closed at the same time as all other bathrooms are closed. (10pm-4am)
- Haul outs- 4
- 12k forklift work- 5
- Thank you to staff for your hard work and dedication to this Port.
- Happy Holidays to everyone and have a great New Year.

ACTION ITEM - A

DATE: December 18, 2018
RE: Read and Adopt Ordinance No. 22 – Regulating Sleeping & Camping on Port Property by Title Only
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- Board of Commissioners approved the introduction of Ordinance No. 22, An Ordinance of the Board of Commissioners of the Port of Brookings Harbor Regulating Sleeping and Camping on Port Property in November 20th meeting.
- Read and adopt of Ordinance No. 22, An Ordinance of the Board of Commissioners of the Port of Brookings Harbor Regulating Sleeping and Camping on Port Property by title only.

DOCUMENTS

- Ordinance 22, 2 pages.
- Ordinance Procedure, 3 pages.

COMMISSIONERS ACTION

- Recommended Motion: motion to waive full reading, read by title only and adopt Ordinance No. 22, An Ordinance of the Board of Commissioners of the Port of Brookings Harbor Regulating Sleeping and Camping on Port Property.

Ordinance No. 22

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS HARBOR REGULATING SLEEPING AND CAMPING ON PORT PROPERTY

WHEREAS, on May 26, 1998, the Board of Commissioners of the Port of Brookings Harbor adopted Ordinance No. 1-1998; and

WHEREAS, on September 4, 2018, the Ninth Circuit Court of Appeals issued a decision in the case *Martin v. City of Boise*, which held that government cannot criminalize sleeping on public property by homeless persons if there are not adequate shelters available without violating the Eighth Amendment to the United States Constitution; and

WHEREAS, the Court also indicated that some regulations regarding homeless persons sleeping on public property would likely be permissible if the regulations restricted the time, place, and manner of said sleeping activity rather than an absolute ban all sleeping on public property; and

WHEREAS, there have been incidents of homeless persons erecting tents on Port property all hours of the day and night necessitating the need for more specific regulations by the Commission.

Now, therefore, the Board of Commissioners of the Port of Brookings Harbor ordains as follows:

Section 1. Ordinance Identified. This ordinance amends Ordinance No. 1-1998 adopted May 26, 1998.

Section 2. Amendment. Part IV, **Specific Rules and Regulations**, of Ordinance No. 1-1998 is hereby amended by adding Section 4.44 to read as follows:

4.44 Sleeping and camping on Port-owned property.

4.44.1 Policy. It is the policy of the Board of Commissioners to implement regulations for Port-owned property that adhere to the Ninth Circuit Court of Appeal's ruling in *Martin v. Boise* while at the same time ensuring that the general public and Port visitors are allowed to continue to enjoy the services and amenities of the Port.

4.44.2 Camping – Defined. "Camping" is defined for purposes of this ordinance as the erection of any tent or similar temporary structure for use as a means of shelter.

4.44.3 Camping - Prohibited. Camping is prohibited on all Port-owned properties except in areas designated as a campground.

4.44.4 Camping – Exception. Persons who are homeless shall not be issued a criminal citation for violating section 4.44.3, including a citation for criminal trespass, if: (1) said person is camping on Port-owned property between the hours of 10 p.m. and 6:00 a.m.; and (2) said person is sleeping or lying down for purposes of rest; and (3) there are no local overnight shelter beds available. In addition, said camping activities may not obstruct any pedestrian or vehicular pathway, including the boardwalk and entrances and exits to buildings, nor cause damage to any Port property. If said person does obstruct pedestrian or vehicular pathways, including the boardwalk or entrances or exits to buildings, or cause damage to any Port property, then he or she may be issued a

criminal citation for violating this section 4.44.4 and may be criminally trespassed from the property.

4.44.5 Sleeping Prohibited. Sleeping is prohibited on all Port-owned properties except in areas designated for such activity.

4.44.6 Sleeping – Exception. Persons who are homeless shall not be issued a criminal citation for violating section 4.44.5, including a citation for criminal trespass, if: (1) said person is sleeping on Port-owned property between the hours of 10:00 p.m. and 6:00 a.m.; and (2) said person is sleeping or lying down for purposes of rest; and (3) there are no local overnight shelter beds available. In addition, said person may not obstruct any pedestrian or vehicular pathway, including the boardwalk or entrances or exits to buildings, nor cause damage to any Port property. If said person does obstruct pedestrian or vehicular pathways, including the boardwalk or entrances or exits to buildings, or cause damage to any Port property, then he or she may be issued a criminal citation for violating this section 4.44.6 and may be criminally trespassed from the property.

Section 3. Effective Date. This ordinance will be effective 30 days following the date of its adoption.

INTRODUCED on the 20 day of November, 2018.

APPROVED and ADOPTED on the ____ day of _____, 2018 by the following vote: on a motion by Commissioner _____, seconded by Commissioner _____, and carried on a ____ - ____ vote.

Chair of the Board of Commissioners

Secretary of the Board of Commissioners

777.190 Ordinances for policing or regulating of port property. A port may by ordinance in accordance with ORS 198.510 to 198.600 make, modify or abolish regulations to provide for the policing, control, regulation and management of property owned, operated, maintained or controlled by the port. A port, for the purpose of enforcing such ordinances, may appoint peace officers who shall have the same authority, for the purpose of the enforcement of the ordinances, as other peace officers. [1955 c.699 §§2,3,4; 1959 c.255 §1; 1971 c.268 §21; 1971 c.728 §42]

ORDINANCES AND REGULATIONS

198.510 Definitions for ORS 198.510 to 198.600. As used in ORS 198.510 to 198.600, unless the context requires otherwise:

(1) "County" means the county in which the district, or the greater portion of the assessed value of the district, is located.

(2) "County board" means the board of county commissioners or the county court of the county.

(3) "County clerk" means the county clerk of the county.

(4) "District" has the meaning given that term in ORS 198.010 (2), (4), (5), (11), (12), (14), (16), (17), (19), (20) to (23), (25), (26) and (27). In addition, "district" means any one of the following:

(a) A county service district organized under ORS chapter 451.

(b) The Port of Portland established by ORS 778.010.

(5) "District board" means the governing body of a district and the term includes a county board that is in the governing body of a district.

(6) "Presiding officer" means the chairperson, president or other person performing the office of presiding officer of the district board.

(7) "Principal Act" means the law, other than ORS 198.510 to 198.600, applicable to a district. [1971 c.268 §2; 2007 c.179 §5; 2007 c.562 §22b; 2009 c.584 §22; 2015 c.544 §17; 2015 c.560 §12]

198.520 [1971 c.268 §1; 1975 c.782 §48b; 1977 c.756 §3; 1981 c.226 §20; repealed by 2007 c.179 §9]

198.530 Procedure for adopting, amending or repealing ordinances or regulations.

When a district board is authorized by the principal Act of a district to enact, amend or repeal regulations, it shall do so in accordance with ORS 198.510 to 198.600. In all counties which do not provide by ordinance or charter for the manner of enacting, amending or repealing ordinances and regulations, this section applies when a county board pursuant to statute is acting as the governing body of a district. [1971 c.268 §3]

198.540 Notice prior to adoption of ordinance affecting regulation. (1) Except in an emergency, an ordinance adopting, amending or repealing a regulation shall not be considered or voted upon by a district board unless the ordinance is included in the published agenda of the meeting. The agenda of a meeting shall state the time, date and place of the meeting, give a brief description of the ordinances to be considered at the meeting and state that copies of the ordinances are available at the office of the district board.

(2) The presiding officer shall cause the agenda to be published not more than 10 days nor less than four days before the meeting, in one or more newspapers of general circulation within the district or, if there is no such newspaper, in a newspaper of general circulation in each county in which the district is located. The presiding officer may also cause the agenda:

(a) To be posted in three public places within the district at least 10 days before the meeting; or

(b) To be published by radio and television stations broadcasting in the district as provided by ORS 193.310 and 193.320. [1971 c.268 §4]

198.550 Publication of ordinance; emergency ordinance procedure. (1) Except as provided by subsection (3) of this section, before an ordinance is adopted it shall be read during regular meetings of the district board on two different days at least six days apart. The reading of an ordinance shall be full and distinct unless at the meeting:

(a) A copy of the ordinance is available for each person who desires a copy; and

(b) The board directs that the reading be by title only.

(2) Except as provided by subsection (3) of this section, the affirmative vote of a majority of the members of the district board is required to adopt an ordinance.

(3) An ordinance to meet an emergency may be introduced, read once and put on its final passage at a regular or special board meeting, without being described in a published agenda, if the reasons requiring immediate action are described in the ordinance. The unanimous approval of all members of the board at the meeting, a quorum being present, is required to adopt an emergency ordinance. [1971 c.268 §5]

198.560 Filing of ordinance; notice of adoption of emergency ordinance. (1) Within seven days after adoption of an ordinance, the enrolled ordinance shall be:

(a) Signed by the presiding officer;

(b) Attested by the person who served as recording secretary of the district board at the session at which the board adopted the ordinance; and

(c) Filed in the records of the district.

(2) A certified copy of each ordinance shall be filed with the county clerk, available for public inspection.

(3) Within 15 days after adoption of an emergency ordinance, notice of the adoption of the ordinance shall be published as provided by ORS 198.540 (2) for notice of proposed ordinances. The notice shall:

(a) Briefly describe the ordinance;

(b) State the date when the ordinance was adopted and the effective date of the ordinance; and

(c) State that a copy is on file at the district office and at the office of the county clerk of the county, available for public inspection. [1971 c.268 §6]

198.570 When ordinances take effect. (1) Except as provided by subsection (2) of this section, an ordinance shall take effect on the 30th day after it is adopted, unless a later date is prescribed by the ordinance. If an ordinance is referred to the electors of the district, it shall not take effect until approved by a majority of those voting on the ordinance.

(2) An emergency ordinance may take effect upon adoption. [1971 c.268 §7; 1983 c.350 §3]

198.580 [1971 c.268 §8; repealed by 1979 c.190 §431]

198.590 Petition to adopt, amend or repeal ordinance. Any interested person who is a landowner within the district or an elector registered in the district may petition the district board to adopt, amend or repeal an ordinance. Any such person may appear at any regular meeting of the board and shall be given a reasonable opportunity to be heard. [1971 c.268 §9; 1983 c.83 §6]

198.600 Penalty for violation of regulations; jurisdiction; enforcement. (1) If a penalty for a violation is not otherwise provided, violation of any regulation adopted by a district board under ORS 198.510 to 198.600 is a Class C misdemeanor.

(2) Actions to impose punishment shall be brought in the name of the district or county, as the case may be, in any court having jurisdiction of misdemeanors under state laws. The action shall be brought in the county in which the district, or the greater portion of the area of the district, is located.

(3) Any peace officer may enforce an ordinance adopted under ORS 198.510 to 198.600. ORS 221.333 is applicable to the enforcement of such ordinances. [1971 c.268 §10; 2011 c.597 §170]

ACTION ITEM - B

DATE: December 18, 2018
RE: Stagelights Proposal
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- Stagelights is requesting either Suite 103 as a retail store or both Suites 102 and 103 for concert / listening room with retail space. Proposal A: request for another entry to the space and a small room would require major remodeling and rearranging other tenant rental space.
- Before renting out this suite, some work should to be done. Circuit breaker panel needs to be relocated so it can be accessible to the tenant. The panel is currently in the back room that is not accessible because the room is being rented out to Kathy's Corner as a storage room. Divider wall would need to be installed to separate Suites 103 and 102 (if 103 is rented only). The heating and air ducts would need to be rerouted, heating unit should be installed (if 103 is rented only). Carpet removal.
- If this proposal does not occur, relocation of the circuit breaker panel should be done to meet National Electrical Code. Other modifications could wait until Port receives other proposals.

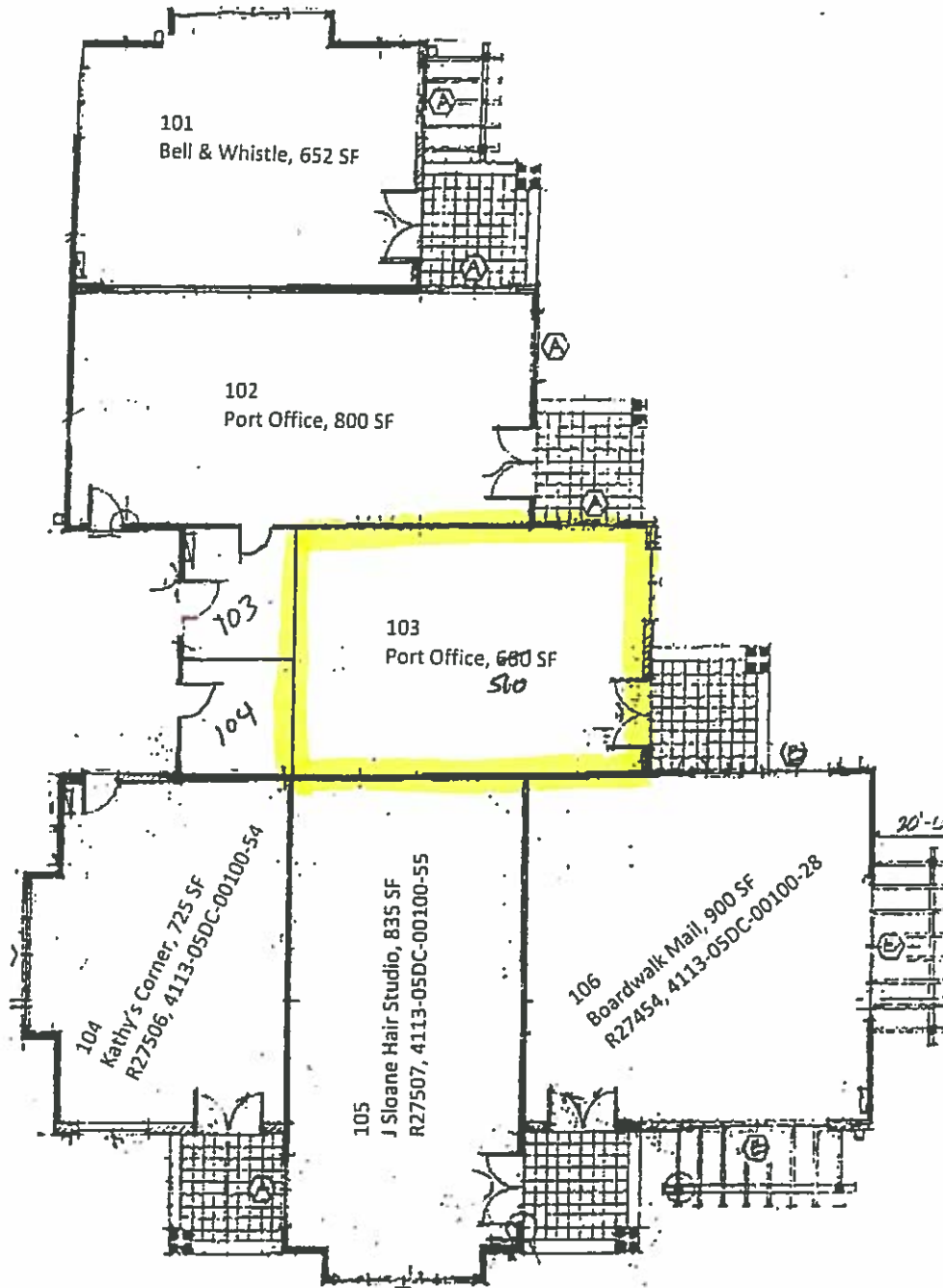
DOCUMENTS

- Port Building 1 layout Option 1, 1 page
- Port Building 1 layout Option 2, 1 page
- Stagelights proposal, 2 pages
- Port Rate Sheet for Commercial Retail, 1 page

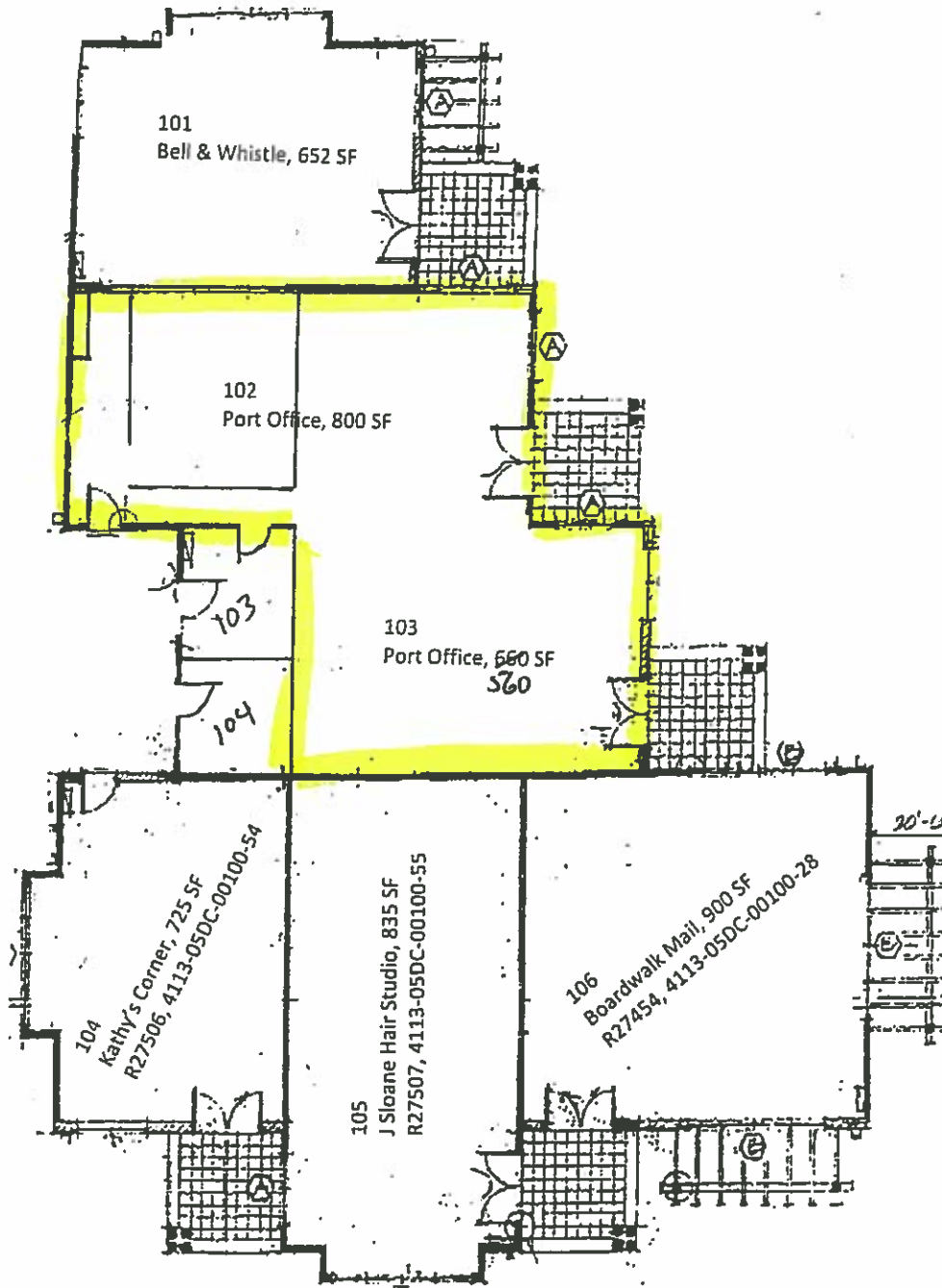
COMMISSIONERS ACTION

- Recommended for Suite 103 only: make a motion for the Port Manager or his designee is authorized to begin Lease negotiation with the potential new tenant Stagelights. Make the necessary modifications to the circuit breaker panel, air ducts, heating unit, divider wall and carpet removal not to exceed \$15,000.
- Recommended for Suites 102 and 103: make a motion for the Port Manager or his designee is authorized to begin Lease negotiation with the potential new tenant Stagelights. Make the necessary modifications to the circuit breaker panel, repair heating/air conditioner and carpet removal not to exceed \$10,000.

- If proposal is not accepted, recommended: make a motion for the Port Manager or his designee is authorized to make the necessary modifications to the circuit breaker panel following the Port Contracting Rules.



Building 1
16340 Lower Harbor Road



Building 1
16340 Lower Harbor Road



December 9, 2018

Stagelights Musical Arts Community
P. O. Box 6993
Brookings, OR 97415

RECEIVED

To: Port of Brookings Harbor Board

DEC 12 2018

Reference: Rental Space next to Bell & Whistle

PM _____ HM _____
MA DS FO KQ

Dear Port Representatives,

Stagelights Musical Arts Community is a 501c3 non-profit organization, founded in 2009, and dedicated to offering music education and enrichment to our community. We have donated instruments to the schools and held fundraisers for other organizations such as the Pelican Players and the Humane Society. We hold workshops, concerts, and other special events to raise money to help with school music programs and to provide performance opportunities for our local musicians and songwriters. We bring in touring performers to our town and set up concerts for them and assemblies at the schools to further music education and enrichment to students.

Currently, when we are planning an event we must seek out a venue suitable in size and acoustic quality for each individual event. We hope that by having a home, a place where people know they can find us, our events will be even more successful. We feel that with the enhanced visibility a permanent location would offer, we will be able to provide event space for other groups as well as encourage more people to volunteer in various capacities.

Proposal A:

Rental of entire space to be used as a concert/listening room with retail space. The room in the back would be acoustically treated to become a recording area and would be used in various ways to support our mission. Sometimes our workshops require more than one room, this option would satisfy the need for separate areas and could be used as a rehearsal or lesson space as well.

Proposal B:

Rental of one side only for retail space, Stagelights Music Connection. This would provide music supplies and instruments to the community and the schools and offer a way to sell items that are donated to our organization, as well as raise money for our various projects. This option would require another entry to the space in the rear of the building and would hopefully include a small office space.

Since we are a non-profit organization, we are suggesting the Port might be able to offer a reduced rental rate at .50 a square foot. We would be able to repaint and install carpet, acoustic treatments,

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and other cosmetic upgrades but would need time to raise money to accomplish this. If the Port were able to offer 4 to 6 months free rent we would provide these improvements. We lost a good deal of revenue from our 2017 Wild Rivers Music Festival, due to the Chetco Bar Fire. We are still recuperating and so have been actively fundraising to accomplish our goals. I believe that this arrangement and location would help us recover more quickly.

Benefits to the Port:

Stagelights will bring another flavor to the Boardwalk and will draw a new variety of shoppers to the complex. Music stores and venues generate excitement and anticipation for upcoming events and so would help the other businesses year-round. We would suggest our customers and attendees visit the other businesses and could possibly host small events for them. Our indoor concerts will be small and primarily acoustic. If we wish to hold larger events we will arrange to use another location or arrange to use port property such as the kite field. Our events will bring in music-lovers from other areas when the performer has a following. We will not be preparing food in the space. If we wish to have food or beverages we will contract with someone to cater our event, thereby eliminating the need for waste disposal or water treatment. The Port would be listed as a Sponsor and would be recognized in our programs, posters and websites, and would have a banner at our larger events.

Benefits to Stagelights:

Visibility and a way to make money for our cause. Currently we have to rely on fundraising or sponsors and this limits our capability of putting on larger events and bringing in more expensive performers. We would like to hold monthly concerts and it is too difficult to accomplish having to work around other venues schedules and having to set up and tear down each time. If we have our own space we can have the equipment set up and ready for use at any time. This would offer a vast improvement to our music education program as we would be able to have workshops more often and offer private or group lessons. We would also be able to help artists record their work, for archival or demo purposes. We have music merchandise ready to sell once we have a location and the supplier contacts to order more.

Benefits to the Community:

We all know how important music is and that there is less and less funding for music programs in the schools. Music fosters well-being and creativity to all ages. We, the board of Stagelights, feel that offering the opportunities to listen to and learn about music is the most important part of our mission. As we work closely with the schools, we can encourage students to volunteer and become involved with our events. Sean Gallagher, the Superintendent of Schools, is on our board and is very enthusiastic about what we are accomplishing. We also have the support of the local radio stations and newspapers, most helpful for getting the community involved and attending our events.

In closing, I would like to thank the Port for entertaining our ideas. In my mind this is the perfect location for a small performance center and music store. I feel that if we can work out the details so that it is affordable we can move forward quickly. I look forward to working with you and hope that we can come to an agreement that will be mutually beneficial.

Sincerely,



Kimberly Devine, Stagelights Chair

Other board members: Sean Gallagher, Jim Newman, Katherine Kelly, Michele Jodoin, Susan Mitchell, Don Gilbert. Find out more about us by visiting stagelights.us.

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PORT OF BROOKINGS HARBOR

Section 6. Commercial Retail

A. <u>Warehouse - Shop</u>			
per square foot	_____	\$	0.50
B. <u>Warehouse - Storage</u>			
per square foot	_____	\$	0.40
C. <u>Commercial Docks</u>			
per square foot	_____	\$	0.63
D. <u>Surfaced Concrete</u>			
per square foot	_____	\$	0.50
E. <u>Surfaced Asphalt</u>			
per square foot	_____	\$	0.30
F. <u>Retail Center</u>			
per square foot	_____	\$	1.072
G. <u>Bare Ground</u>			
per square foot	_____	\$	0.070

Section 7. Fines

A. Failure to pay launch fee	_____	\$	25.00
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Section 8. Administration Fees

Staff may require payment or deposit in advance of service. (ORS 192.440(4)(a))

A. <u>Public Records Request Fee Schedule</u>			
1) Copies of Public Records, Black & White, 8X11, per page	_____	\$	0.25
2) Copies of Sound Recordings	_____	\$	10.00
3) Copies of Port By-Laws, Codes	_____	\$	20.00
4) Copies of Nonstandard documents	_____		Time and Materials
5) Attorney Review	_____		at cost
B. <u>Research and Computer Time</u>			
Written request required. Hourly rate, half-hour minimum, under 15 min not charge	_____	\$	35.00
C. <u>CD Fee if available</u>	_____	\$	5.00
D. <u>Faxes/Emails. Per page</u>			
1) Local	_____	\$	1.00
2) Long Distance	_____	\$	1.50
3) Incoming	_____	\$	1.00
4) Copies	_____	\$	0.25
E. <u>Long Distance Phone Calls</u>	_____	\$	2.00
F. <u>Lamination, per page, letter size</u>	_____	\$	2.00
G. <u>Notice Posting. For non-payment of lease or moorage</u>	_____	\$	50.00
H. <u>Failure to Register. For research related to unregistered boats</u>	_____	\$	25.00
I. <u>Returned Check Fee</u>	_____	\$	50.00
J. <u>Per Annum Interest Rate. Applied to past due accounts</u>	_____		18%
K. <u>POV Mileage Reimbursement Rate (IRS)</u>	_____		current
L. <u>Impound Seizure Fee. Vessel impounding</u>	_____	\$	750.00

90

ACTION ITEM - C

DATE: December 18, 2018
RE: Harbor Fire District Agreement
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- November meeting postponed this topic to December meeting.
- This agreement with Harbor Fire District should be delayed indefinitely or cancelled. The Port is under heavy debt burden and with tremendous amount of needed infrastructure repairs. The \$15,000 will help the Port rebuild its infrastructure.
- This is an agreement between P.O.B.H and Harbor Fire District to receive safety training, fire prevention training, water rescue, recognizing and disposal of hazardous materials.

DOCUMENTS

- Draft Agreement, 1 page.

COMMISSIONERS ACTION

- Recommended: make a motion to cancel the proposed draft agreement with Harbor Fire District until further notice.

DRAFT

**This is an agreement between the
Port of Brookings Harbor (POBH)
PO Box 848
16330 Lower Harbor Rd
Brookings, OR 97415**

541-469-2218

And the

**Harbor Fire District
PO Box 2001
98069 W. Benham Ln
Brookings, OR 97415**

541-469-5301

The POBH hereby grants the Harbor Fire District \$15,000 with the understanding that these funds will be used toward the cost of safety training; fire prevention training; water rescue; recognizing and disposal of Hazardous Materials. The Harbor Fire Department personnel will recommend safe practices within the RV Park as well as the Fuel Dock by conducting training inspections with port personnel.

The term of this agreement is FY 2018-2019

Signature

Signature

Date

Date

Port of Brookings Harbor (POBH)

Harbor Fire District

ACTION ITEM - D

DATE: December 18, 2018
RE: Rogue Credit Union Lease
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- Rogue Credit Union has an ATM next to the Port Office, this is a lease for that 220 sq. ft. facility.
- Rogue Credit Union has returned the Lease and is ready to sign if the Port agrees.
- Attached Lease was reviewed by our Port Lawyer and agreed to proceed with the Lease as presented.

DOCUMENTS

- Rogue Credit Union Lease, 18 pages.

COMMISSIONERS ACTION

- Recommended: make a motion to accept Lease with Rogue Credit Union for a term of three years beginning August 1, 2018 and ending July 31, 2021 with 1 additional three-year term option.

PORT OF BROOKINGS HARBOR

DRAFT

**COMMERCIAL LEASE AGREEMENT
WITH ROGUE CREDIT UNION**

This commercial lease agreement ("Lease Agreement" or "Lease") is made and entered into at Brookings, Oregon this 1st day of August 2018, by and between the **Port of Brookings Harbor, an Oregon municipal corporation, ("Landlord")** and **Rogue Credit Union, an Oregon State chartered credit union headquartered in Medford, Oregon, ("Tenant")**.

- 1. **Leased Premises.** Landlord hereby leases to Tenant the following described real property located in the Port of Brookings Harbor on the terms and conditions stated below:

Approximately 220 square-feet of commercial asphalt ground space located at 16330 Lower Harbor Road, Brookings, Oregon, as shown in Exhibit "A", attached hereto and incorporated herein by this reference (the "Leased Premises").

- 2. **Lease Term and Rent.**

- a. **BASE RENT.** The Base Rent for the Leased Premises is Sixty-Six and 00/100 Dollars (\$66.00) per month, payable on the first day of each month commencing September 1, 2018.
- b. **ELECTRIC SERVICE.** In addition to the Base Rent, Tenant will pay \$34.00 per month to Landlord for electrical service. This payment is due and payable at the same time as the base rent each month.
- c. **INITIAL TERM.** The initial term of this Lease is three (3) years commencing at 12:00 a.m. August 1, 2018 and ending at 11:59 p.m. on July 31, 2021.
- d. **OPTION TO RENEW.** Landlord grants to Tenant the option to renew this Lease in whole or in part of the Leased Premises, for one (1) additional three (3) year term at terms and conditions to be negotiated, provided Tenant: (a) is not in default of this Lease at the time the option is exercised; (b) Landlord does not need the ground for its own use; and (c) Landlord is otherwise satisfied with Tenant's use of the Leased Premises during the initial term. The parties agree to negotiate in good faith with respect to the renewal terms and

conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time.

e. **NOTICE OF RENEWAL.** Tenant must notify Landlord in writing at least ninety (90) days prior to expiration of the Lease of Tenant’s intent to exercise all or any portion of Tenant’s option to extend the Lease. Failure to provide such notice is a default and a material breach of the Lease and Landlord may terminate the Lease on the expiration date and retake possession of the Leased Premises with or without process of law.

3. **Base Rent Payment.** Tenant must pay the Base Rent for the Leased Premises and any additional rent provided herein without deduction or offset. The Base Rent will increase annually, on each anniversary of the Lease commencement for the second and each subsequent year, according to the Consumer Price Index for All Urban Consumers (CPI-U). The Base Rent increase will be for the total amount of the Base Rent due. Base rent includes all prior percentage increases.

Rent for any partial month during the Lease term will be prorated to reflect the number of days during the month that Tenant occupied the Premises.

Additional rent means any other sums payable by Tenant to Landlord under this Lease Agreement. At the end of the Lease Agreement, a new Base Rent will be established. Should any rent or other payment required of Tenant by this Lease Agreement not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event, suit or action is instituted to collect any amount owed under this Lease Agreement, the Tenant agrees to pay any reasonable attorneys’ fees, collection agency fees, and any other costs associated with such action. A \$50.00 fee will be assessed on any returned payment.

4. **Lease Consideration/Security Deposit.** Upon execution of this Lease Agreement, Tenant’s Base Rent is due the first day of the month of the Lease term for which rent is payable. Tenant is required to pay a security deposit in the sum of \$100.00. Landlord may apply the security deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by this Lease Agreement, but such application by Landlord is not the exclusive remedy for Tenant’s default. If the security deposit is applied by the Landlord, Tenant must on demand pay the sum

necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit will be returned to Tenant upon termination of this Lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.

- 5. **Use.** Tenant may use the Leased Premises for an ATM and for no other purpose without Landlord’s express written consent. In connection with its use of the Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including, but not limited to, those of the Port of Brookings Harbor, Curry County and the State of Oregon, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance or waste while occupying the Leased Premises. Tenant will be responsible for any System Development Charges, if applicable, for the Leased Premises.
- 6. **Equipment.** Tenant may install in the Leased Premises only such equipment as is customary for the intended *use* and must not overload the floors or electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises, without the written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating, communication equipment, or exceptionally heavy objects. Any equipment installed by Tenant will remain Tenant’s property and must be installed, maintained, and operated at Tenant’s expense. Any air conditioning required because of heat generating equipment or special lighting installed by Tenant must also be installed and operated at Tenant’s expense.
- 7. **Sign.** No signs, awnings, antennas, or other apparatus shall be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord’s prior written approval as to design, size, location, and color. All signs installed by Tenant must comply with Landlord’s standards for signs, and all other applicable authorities. Signs and sign hardware must be removed upon termination of this Lease and the sign location restored, unless Landlord elects to retain all or any portion thereof.
- 8. **Utilities and Services.** Landlord will furnish all utilities up to the Leased Premises. Unless caused by Landlord’s negligence or intentional act, any interruption, limitation, curtailment, or rationing of services or utilities may not be deemed an eviction or disturbance of Tenant’s use and possession of the Leased

Premises, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease. Landlord, however, shall take all reasonable steps to correct any interruption in service.

9. Maintenance and Repair - Tenant

- a. Tenant is at all times during the term of this Lease, and at Tenant's sole cost and expense, obligated to keep the entire of the Leased Premises and every part thereof in good condition and repair; ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements excepted. Subject only to the provisions contained in Section 10 herein, Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations.
- b. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy from Landlord's repairs, and no such interruption or reduction shall be construed as a constructive or otherwise eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach by this Lease by Tenant, its employees or invitees shall be at Tenant's expense.
- c. Tenant shall be responsible for any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except repairs that would otherwise be the responsibility of Landlord under Section 10 or Section 15.
- d. Tenant is responsible for all other repairs to the Leased Premises which Landlord is not required to make under Section 10 or Section 15.
- e. If Tenant fails to perform Tenant's obligations under this Section 9 or under any other Section of this Lease, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and

the cost thereof together with interest thereon at the maximum rate then allowable by law shall be due and payable as additional rent to Landlord together with Tenant's next Base Rent installment.

- f. On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Leased Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Leased Premises shall not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices.

10. Maintenance and Repair - Landlord's Obligations. The following shall be the responsibility of Landlord:

- a. Provide adequate means of ingress and egress to the Leased Premises.
- b. Provide access to electricity.
- c. Repair and maintain electrical service up the point of entry to the Leased Premises.
- d. Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord or Tenants of other portions of the same building.
- e. Provide security for the Leased Premises to the same extent Landlord employs or provides security for its own adjacent premises and other tenant leased premises.

11. Alterations. Tenant shall not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and trade fixtures, and approved additions become part of the realty and belong to the Landlord upon termination of this Lease. Landlord may at its option require that Tenant remove any alterations and restore the Leased Premises to the original condition upon termination of this Lease. Landlord shall have the right to approve the contractor used by Tenant for any work on the Leased Premises, and to post notices of non-responsibility in connection with any work being performed by Tenant on the Leased Premises. Any approved tenant

improvement costs to Port infrastructure within the Leased Premises may be credited up to 50% of the base lease rate.

- 12. **Indemnity.** Tenant shall not allow any liens to attach to the Leased Premises, or Tenant's interest in the Leased Premises, as a result of Tenant's activities. In the event that a materialman, mechanic's, or other lien is filed, or a claim of lien is made for work claimed to have been done for Tenant, Landlord will have the option in its sole discretion of requiring Tenant to post a Surety Bond within ten (10) days at Tenant's expense or to pay and discharge the lien, and Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney fees and costs relating to any such lien.

Except as otherwise provided herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Leased Premises arising at any time and from any cause whatsoever other than solely by reason of the negligence or willful act of Landlord, its officers, employees, or agents. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims or liability for damage to any property or injury, illness, or death of any person occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death was caused in whole or in part by the act, neglect, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees. The provisions of this paragraph shall survive the termination of this Lease with respect to any damage, injury, illness, or death occurring prior to such termination.

- 13. **Insurance.** Tenant shall carry liability insurance with limits of not less than Two Million Dollars (\$2,000,000) insurance, shall have an endorsement naming Landlord as an additional insured and covering the liability insured under Paragraph 16 of this Lease.

Tenant shall furnish a certificate evidencing such insurance which shall state that the coverages required below shall not be cancelled or materially changed without fifteen (15) days advance notice to Landlord.

Leases / Tenants

General Liability, Each Occurrence	\$2,000,000
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Damage to Rented Premises (each occurrence).....	\$ 300,000
Medical Expenses (any one person).....	\$ 5,000
Personal and Adverse Injury.....	\$2,000,000
General Aggregate.....	\$2,000,000
Products - Comp/Op Aggregate.....	\$2,000,000

14. Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Leased Premises or the Port, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, unless such injury and/or damage results from the negligence or willful acts of Landlord. Landlord shall not be liable for any damage arising from any act or neglect of any other tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.

15. Major Damage. Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises to be unusable, or which will cost more than twenty-five percent (25%) of the pre-damage value of the Leased Premises to repair, or which is not covered by insurance. In case of major damage, Landlord or Tenant may elect to terminate this Lease by notice in writing to the other party within thirty (30) days after such date. If this Lease is not terminated following major damage, or if damage occurs that is not major damage, Landlord shall promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, shall be the responsibility of the Tenant. Rent shall be reduced from the date of damage until the date restoration work

being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.

- 16. **Waiver of Subrogation.** Tenant shall be responsible for insuring its personal property and trade fixtures located on the Leased Premises and any alterations or Tenant improvements it has made to the Leased Premises. Neither Landlord nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claims by one party's insurance carrier against the other party arising out of any such loss.

- 17. **Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Leased Premises or a portion sufficient to render the Leased Premises unsuitable for Tenant's use, then either party may elect to terminate this Lease effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claims against Landlord or the condemnation award because of the taking.

- 18. **Assignment and Subletting.** This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall not assign its interest under this Lease or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease and no consent to one assignment or subletting shall be consent to any further assignment or subletting. Landlord shall not unreasonably withhold or delay its consent to any assignment, or to subletting, accepting that the proposed Tenant has been approved by Landlord in writing.

In the event that Landlord accepts an assignment or sublease, a new base rent may be established for the remainder of the Lease at the sole option of the Landlord. If Tenant proposes a subletting or assignment to which Landlord is require to consent under this paragraph, Landlord shall have the option of terminating this Lease and dealing directly with the proposed sub-tenant or assignee, or any third party. If an assignment or subletting is permitted, any cash profit, or the net value of any other consideration received by Tenant as a result of such transaction shall be paid to Landlord promptly following its receipt by Tenant. Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney fees.

19. Default.

- a. Any of the following shall constitute a default by Tenant under this Lease:
 - 1. Tenant's failure to pay rent or any other charge under this Lease within ten (10) days after it is due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this Lease.
 - 2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.
 - 3. Assignment or subletting by Tenant in violation of Section 18 above.
 - 4. Vacation or abandonment of the Leased Premises for more than three (3) months without the written consent of Landlord.

5. If this Lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.

b. Any of the following shall constitute a default by Landlord under this Lease:

1. Landlord's failure to comply with its obligations outlined in paragraph 8 within ten (10) days of receiving written notice from Tenant; and

2. Landlord's failure to comply with paragraphs 10(a), through 10(c), inclusive, within thirty (30) days of receiving written notice from Tenant.

20. **Remedies for Default.** In case of default as described in Section 19 above, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law.

a. Landlord may terminate the Lease and reenter and retake possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Following such retaking of possession, efforts by Landlord to re-let the Leased Premises shall be sufficient if Landlord follows its usual procedures for finding tenants for the Leased Premises at rates not less than the current rates for other comparable space on Port property. If Landlord has other vacant space available, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages to loss of rentals from Tenant.

b. Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rentals lost because of the default, all attorney fees and costs. Landlord may sue periodically to recover damages as they occur throughout the Lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the Lease. Such damages shall be measured by the difference between the rent under this Lease and the reasonable rental value of the Leased Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.

- c. Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord shall not waive Tenant's default.
- d. In the event of Landlord's default, Tenant shall have the right to terminate this Agreement, receive a return of its security deposit and to remove its machinery, equipment and trade fixtures, without any further cost or obligation for early termination of the Lease.

21. **Regulations.** Landlord shall have the right (but shall not be obligated) to make, revise, and enforce commercially reasonable regulations or policies consistent with this Lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Landlord, provided that if Landlord passes a regulation or policy that interferes with Tenant's quiet enjoyment or unreasonably interferes with Tenant's use of the Leased Premises, then Tenant may terminate this Lease. All such regulations and policies shall be complied with as if part of this Lease.

22. **Access.** During times, other than normal business hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord shall have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord shall have the right to enter upon the Leased Premises at any time by passkey or otherwise to determine Tenant's compliance with this Lease, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be with at least 24 hours prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.

23. **Notices.** Notices to the parties relating to the Lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated below or to such other address as either party may specify by notice to the other. Rent shall be payable to Landlord

at the same address and in the same manner, but shall be considered paid only when received.

If to Landlord:

If to Tenant:

Port of Brookings Harbor
PO BOX 848
Brookings, OR 97415

Rogue Credit Union
PO BOX 4550
Medford, OR 97501

- 24. **Subordination.** This Lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord’s option this Lease shall be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the beholder of the encumbrance to evidence this subordination.
- 25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the Landlord under this Lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.
- 26. **Estoppel.** Either party will within twenty (20) days after notice from the other execute, acknowledge and deliver to the other party a certificate whether or not this Lease has been modified and is in full force and effect, whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this Lease. Unresolved good faith disputes between Landlord and Tenant shall be resolved pursuant to mandatory binding arbitration as provided herein.
- 27. **Attorney’s Fees.** In the event, any action, suit, arbitration or other proceeding shall be instituted by either party to this Lease to enforce any provision of this Lease or any matter arising therefrom

or to interpret any provision of this Lease, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the Court or Arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of Arbitration and the Arbitrator(s) fees, and expert witness fees, as fixed by the Court or tribunal in which the case is heard.

In the event, any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorney fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court, or courts, or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recover from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

- 28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this Lease, it shall be entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.
- 29. **Complete Agreement.** This Lease and the attached Exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this Lease must be in writing and signed by both parties.
- 30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.

31. **Real Property Taxes.**

- a. **Payment of Taxes.** Tenant shall pay the real property tax, if any, as defined in paragraph 31.c. below applicable to Tenant's portion of the Port as represented by the Lease.
- b. **Additional Improvements.** Tenant shall be responsible for paying Tenant's share of any increase in real property tax specified in the Tax Assessor's records and work sheets as being caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for the use by Tenant.
- c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.

32. **Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions herein.

33. **Time of Essence.** Time is of the essence with respect to the obligations to be performed under this Lease.

34. **Security Measures.** Each party acknowledges that they shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes all responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.

35. **"As-is".** This Lease is not subject to any implied warranties, but is leased "as is".

36. **Parking.** Landlord reserves the right to reassign parking spaces provided to Tenant (if any) at any time during the period of this

Lease with thirty (30) days written notice to Tenant and Tenant's consent, which shall not be unreasonably withheld.

37. Arbitration.

37.1 Any controversy or claim arising out of or relating to this Lease, including, without limitation, the making, performance or interpretation of this Lease, shall be settled by arbitration in Curry County, Oregon, and any Judgment on the arbitration award may be entered in any court having Jurisdiction over the subject matter of the controversy.

37.2 Any party asserting a claim arising out of or relating to this Lease may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Curry County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

37.3 The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. In the event of arbitration under the provisions of this Lease, the prevailing party shall be awarded reasonable attorney fees and related costs.

37.4 If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and Judgment so the award may be entered in any court having Jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law.

37.5 The parties agree that the arbitrator shall have no Jurisdiction to render an award and/or Judgment for punitive damages. The parties

agree that the decision of the arbitrator shall be final and binding on the parties and a Judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this contract.

- 37.6** Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.
- 37.7** Neither Party shall institute any legal proceeding against the other to enforce any right hereunder or for breach hereof, except that either Party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither Party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section 37.
- 37.8** If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third Party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either Party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either Party may at any time initiate arbitration under this Section 37 to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event Landlord is made a party to such claim or litigation so initiated by a third party, Owner shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or

litigation, regardless of whether Owner is required to, or in fact does, initiate a crossclaim, counterclaim, or third-party claim under Subclause (iii) of Subsection above, and regardless of Tenant's indemnity obligations under Section 9 above.

37.9 The duty to arbitrate shall survive the cancellation or termination of this Lease.

IN WITNESS, WHEREOF, the duly authorized representatives of the parties have executed this Lease as of the day and year first written above.

**PORT OF BROOKINGS-HARBOR,
Landlord**

**ROGUE CREDIT UNION,
Tenant**

By: Roy Davis, Chair of the
Board of Commissioners

By: _____

Name: _____

ATTEST:

Title: _____



Exhibit "A"

Reggie's Union

30

ACTION ITEM - E

DATE: December 18, 2018
RE: 44 ft USCG Motor Life Boat
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- A volunteer has shown interest in restoring the exterior of the vessel. If the Board of Commissioners accepts the volunteer plan for upkeep, where would the vessel be placed within Port's property. Port insurance carrier will require the vessel to be fence off.
- If relocating the vessel towards the retail area, it might require a crane service to unload the vessel.
- If the volunteer plan is not acceptable, John Shaw, Executive Director with Westport South Beach Historical Society, Westport Maritime Museum is still interested in the vessel for dry land display.

DOCUMENTS

- None

COMMISSIONERS ACTION

- Board of Commissioners make a motion to accept volunteer plan to restore the exterior of the vessel.
- Board of Commissioners make a motion for Port Manager or his designee to find a new location within Port property (approved by the Board) for the vessel other than the Boatyard.
- Board Commissioners do not accept volunteer plan, make a motion relinquishing any and all claims against the vessel and provide the vessel to Westport South Beach Historical Society, Westport Maritime Museum.

ACTION ITEM - F

DATE: December 18, 2018
RE: Personnel Board
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Board of Commissioners

OVERVIEW

- Commissioners discussed and delayed action to December 18, 2018 meeting to create a required Board review for hiring and firing of Port staff. Board would review potential new hire applicants and provide input to the Port Manager. Board would review any potential firing before action was taken.

DOCUMENTS

- None

COMMISSIONERS ACTION

- Board of Commissioners decision to make a motion to create a Personnel Board that meets all legal guidelines.

ACTION ITEM - G

DATE: December 18, 2018
RE: Rescind Memo of Understanding with Harbor Sanitary
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- Memo of Understanding (MOU) with Harbor Sanitary was approved by the Board of Commissioners in a Special Meeting on August 7, 2018. The MOU that was provided to the Board for approval during the August 7, 2018 meeting was not complete.
- Harbor Sanitary Board will not approve the Port of Brookings Board approved MOU.
- Harbor Sanitary Manager and Port Manager has met and reviewed issues between the Districts and agreed to work together going forward.

DOCUMENTS

- None

COMMISSIONERS ACTION

- Recommended: make a motion to rescind the approval of the MOU in the Special Meeting on August 7, 2018.

ACTION ITEM - H

DATE: December 18, 2018
RE: Security Fencing at Fuel Tank Facility
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- Fuel tanks, sumps, control box and structures should be protected. Fencing would provide additional protection of this facility. Fencing would also provide protection during the reconstruction of the concrete pad and fuel lines.
- Fuel dock ramp would only be used by Port staff. Sign would be placed at the bottom of the ramp for "Port Employees Only".

DOCUMENTS

- Map of proposed fencing, 1 page
- Procurement request with three quotes, 4 pages

COMMISSIONERS ACTION

- Recommended: make a motion to accept contract with Medford Fence, per attached quote, to install fencing at fuel tank facility.



Imagery ©2018 Google, Map data ©2018 Google 50 ft

Measure distance

Total distance: 223.22 ft (68.04 m)

PORT OF BROOKINGS HARBOR

Procurement Request

Project Name: Fuel Storage Tank Enclosure Contract No. _____

<input checked="" type="checkbox"/> Purchase Agreement	<input type="checkbox"/> Contract
Purchase Order No. _____	

Award Information:

Company Name: Medford Fence Co.
Contact Person: Miko
Address: 1110 N. Central
Medford, OR 97501
Telephone: 541 779-5625

Special Notes or Comments

We have worked with Medford Fence on many occasions; we have a good rapport.

No.	Proposals/Quotes	Units	Quantity	Total \$
1	<u>Medford Fence (will use 20' gate not utilized from Beer Storage Area)</u>	<u>ea.</u>	<u>1</u>	<u>\$6150.-</u>
2	<u>BN 2214 Fence</u>	<u>ea.</u>	<u>1</u>	<u>\$6700.-</u>
3	<u>West Coast Fencing</u>	<u>ea.</u>	<u>1</u>	<u>\$14000.-</u>

Prepared by: Brent Ferguson
Print Name

Fund Account: General Fund Capital Improvements Debt Service Revenue Bond
Department: Marina Boat Yard RV Park Port Office Fuel Dock Commercial Retail

Approved by GM: _____
Signature Print Name Date

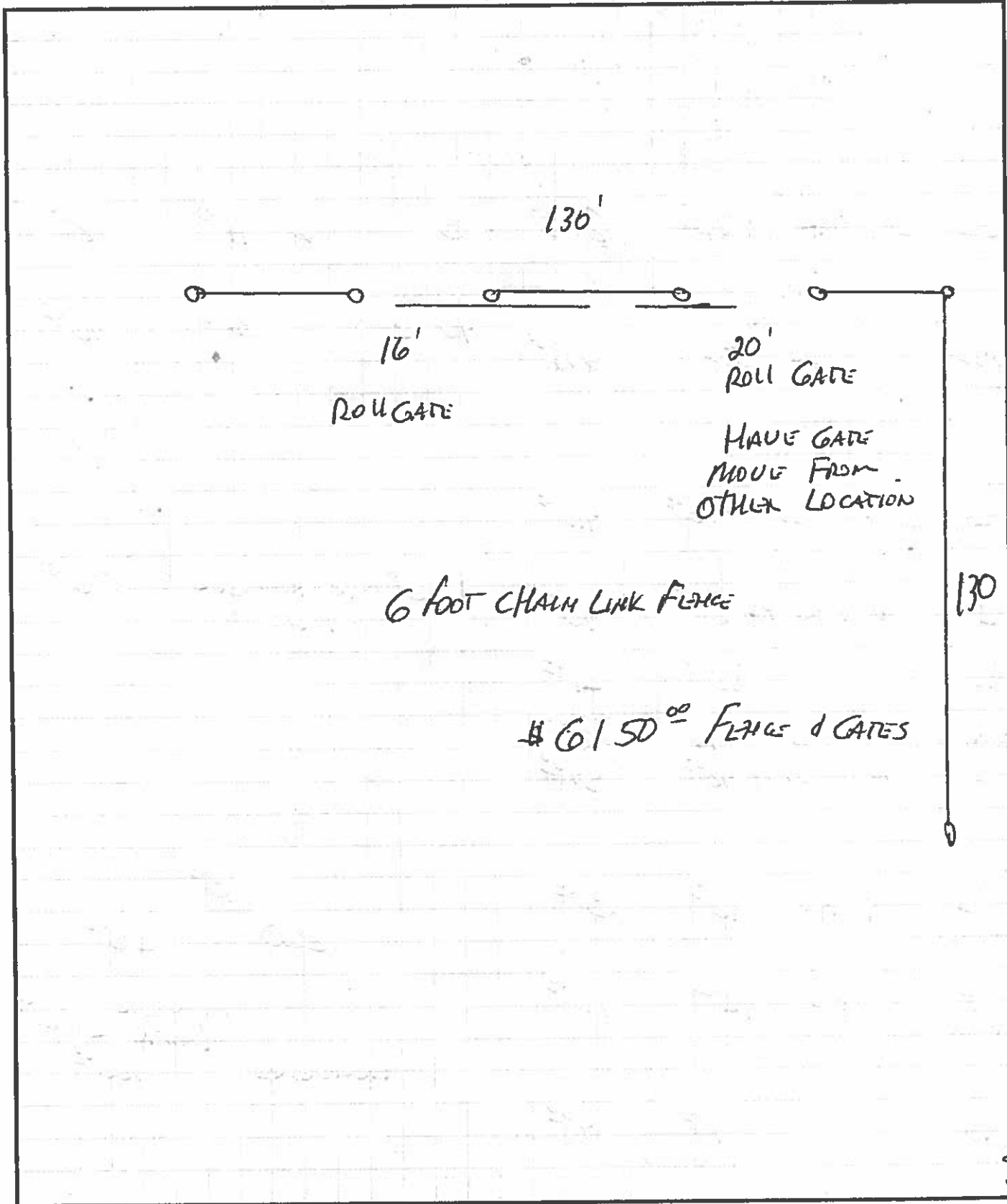
Approved by Board Commissioner: _____
Signature Print Name Date

Approved by Board Commissioner: _____
Signature Print Name Date

MEDFORD FENCE COMPANY

1110 N. Central
MEDFORD, OR 97501
(541) 779-5625
#206073

Name PORT OF BROOKINGS
Address _____
City BROOKINGS State OR Zip _____
Checked By MIKE PETLA Date DEC 6 2017
Scale _____





Brent Ferguson
<brent@portofbrookingsharbor.com>

fencing

1 message

Grizzly Fence

Sun, Dec 2, 2018 at 3:55

<grizzlyfence@gmail.com>

PM

To: brent@portofbrookingsharbor.com

Brent hear is a bid based on info you gave me over the phone. 260 linear ft. of 6'- 11 ga chain link fencing with 2 - 12' roll gates. 2 3/8" corner, end ,and latch posts. 1 7/8" line posts ; 9 ga. top and bottom wire. 1 5/8" corner and end bracing with 9ga. truss.9 ga. aluminum ties, 11 1/2ga. hog rings and all galvanized press steel fittings. all post set 2' in concrete. materials and labor \$\$6,700.00. if actual footage is more or less we can adjust costs. Please let me know if you received this email.thx

--

Brian Gagnon

Grizzly Fence and Construction LLC

grizzlyfence@gmail.com

Office: 541-469-4658

Cell: 541-254-0864

West Coast Fencing

CCB #36430
3425 Ocean Blvd. SE
Coos Bay, OR 97420
541-267-5677
www.westcoastfencing.com

PROPOSAL

3538

To:
Port Of Brookings Harbor
16330 Lower Harbor Rd
Brookings, OR 97415

PHONE: (541) 661-7280	DATE 12/3/2018
JOB NAME / LOCATION: Fuel Tank Area	
FAX #:	JOB PHONE:
E-MAIL: brent@portofbrookingsharbor.com	

We hereby submit specifications and estimates for:

This estimate is for all materials and labor for installing approximately 236 feet of six foot tall commercial grade chain link fencing with two swing drive gates 12' to 16' wide or option of rolling gates. All Posts are set in concrete.

Total Using Swing Gates 14,060.00

Option Using Rolling Gates --- Add \$450.00 to Total

NOTE: West Coast Fencing to call in Utility Locate. This bid is figured with our regular wage rates, not prevailing wages. If a decision can be made soon we have Dec 18th & 19th available to set the fence posts and would return Dec 27th & 28th to build the fence.

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of	\$14,060.00
--	--------------------

Payment to be made as follows:
Please sign and return proposal.
1/3 Down payment required with balance due upon completion of job.
Add 2.0% To the total if paying with a credit card.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature *Glen Redding*

Note: This proposal may be withdrawn by us if not accepted within

30 Days

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ *39*

Date of Acceptance: _____

Signature _____

ACTION ITEM - I

DATE: December 18, 2018
RE: POBH Budget 2019-20 Calendar
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- New budget calendar for 2019-20

DOCUMENTS

- Suggested budget calendar 2019-20, 1 page

COMMISSIONERS ACTION

- Recommended: make a motion to approve Budget Calendar for 2019-20.

PORT OF BROOKINGS HARBOR

DRAFT

BUDGET CALENDAR 2019-20

- | | |
|---|-------------------------------------|
| 1. Appoint Budget Officer | February 19 (Tues Reg Meeting) |
| 2. Appoint Budget Committee (BC) | March 19 (Tues Reg Meeting) |
| 3. Prepare Proposed Budget | April 17 |
| 4. Publish 1 st Notice of BC Meeting | April 17 |
| 5. Publish 2 nd Notice of BC Meeting | April 24 |
| 6. BC meeting & Subsequent Meetings if needed | May 10 (Friday 6pm Special Meeting) |
| 7. Publish Notice of Budget Hearing | June 12 |
| 8. Hold Budget Hearing | June 18 (Tues Reg Meeting) |
| 9. Enact Resolutions to adopt, etc. | June 18 (Tues Reg Meeting) |
| 10. Submit Tax Certification Documents | by July 15 |
| 11. Send Copy of all Budget Documents to County Clerk | by July 15 |

ACTION ITEM - J

DATE: December 18, 2018
RE: 2019 SDAO Annual Conference
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- This year SDAO Annual Conference will be in Sunriver, OR from February 7 to 10.
- Port Manager recommends all commissioners attend the conference.
- Port Manager and Harbormaster should also attend the conference.

DOCUMENTS

- 2019 SDAO Annual Conference, 4 pages

COMMISSIONERS ACTION

- Recommended: make a motion to approve Port Manager and Commissioners to attend 2019 SDAO Conference and Port provide the travel and overnight lodging expenses.

S | D | A | 
ANNIVERSARY

2019

ANNUAL CONFERENCE



Celebrating 40 years of assisting special service districts in providing cost-effective and efficient public services to the people of Oregon.



SDAO

ANNUAL CONFERENCE



PRE-CONFERENCE - February 7
CONFERENCE - February 8 - 10



Don't miss the largest training and networking event of the year for special district board members and staff! The 2019 SDAO Annual Conference will take place in Sunriver, Oregon and will offer over 20 educational sessions and multiple opportunities for interacting with your colleagues through business meetings, caucus meetings, social activities and more.

Prior to the conference, there will be a board training and session on risk management. The conference officially kicks off on Friday with a captivating keynote address on cyber-crime by Jon Engstrom followed by the Exhibitor Trade Show, breakout sessions, district caucus meetings, and the Exhibitor Reception. Saturday will feature more educational sessions, the SDAO Annual Business Meeting, and the Awards Banquet. Wrap up the festivities on Saturday with a fun evening of dueling pianos entertainment. Hundreds of representatives from Oregon's special districts will attend. For hotel information, conference details, and to register, please visit the conference website at www.cvent.com/d/cbq3qq. We look forward to seeing you in Sunriver!

Register now to reserve your spot!

www.cvent.com/d/cbq3qq

The information in this packet is subject to change. Visit the conference website to view the most up-to-date information and conference materials. Paper handouts will not be distributed during the conference.



FRIDAY

KEYNOTE SPEAKER: JON ENGSTROM - PROTECTING YOUR ORGANIZATION FROM CYBER-CRIME

This session will focus on recent trends of online fraud, computer intrusion, and methods that suspects use to steal valuable data from companies. Learn the details of how hackers commit their crimes and what every employee must do to protect company assets. This presentation will teach you about password hacking, email phishing, telephone attacks, social engineering, and online devices and how they are emerging threats against every organization.

EXHIBITOR TRADE SHOW & RECEPTION

Special districts have a multitude of service needs and product requirements that our exhibitors can meet. At Friday's Exhibitor Trade Show, providers will showcase their products and services. Later in the day, exhibitors will be honored at a special exhibitor reception, complete with hors d'oeuvres and refreshments.

CAUCUS MEETINGS & SDAO BOARD MEMBER NOMINATIONS

Separate caucus meetings are scheduled for fire, irrigation, park and recreation, ports, sanitary, water, and at-large districts. This is an opportunity to meet with peers to conduct caucus business, discuss current legislative issues, and make nominations for vacant SDAO board member positions. The expiration of terms on the SDAO Board of Directors creates an opportunity for you to contribute to the success of SDAO and special districts throughout Oregon.

SATURDAY

ANNUAL BUSINESS MEETING & BOARD MEMBER ELECTIONS

The Annual Business Meeting will include a presentation of the previous year's annual report, audit and financial report, caucus meeting reports, board member elections, and other association business.

AWARDS BANQUET & ENTERTAINMENT - DUELING PIANOS

The SDAO Awards Program gives recognition to member districts for accomplishments which allow them to provide better services to the public and honors individuals who have contributed substantially to the improvement and successful operation of their organization. These awards celebrate the ingenuity, creativity, and diversity of our members. Join us after the banquet for a fun and exciting evening of singing along to your favorite songs with our dueling pianos entertainers Jeff and Rhiannon with Noteworthy Productions.

SUNDAY

BREAKFAST & RAFFLE DRAWING

Stick around on Sunday morning for breakfast and dozens of great prizes from our vendors and members that we will be raffling off to our conference attendees.

SCHEDULE OF EVENTS

Pre-Conference • Thursday, February 7

- 7:30 a.m. | Breakfast
- 7 a.m. - 5 p.m. | Registration Desk Open
- 8:30 a.m. - 4 p.m. | Full Day Pre-Conference Sessions
- 10:15 - 10:30 a.m. | Morning Break
- noon - 1 p.m. | Lunch
- 3 - 3:15 p.m. | Afternoon Break
- 5 - 6:30 p.m. | Welcoming Reception

Conference • Friday, February 8

- 7:30 - 8:30 a.m. | Breakfast
- 7:30 a.m. - 5 p.m. | Registration Desk Open
- 7:30 a.m. - 6 p.m. | Exhibitor Trade Show
- 8:30 - 10 a.m. | Welcome & Keynote Address
- 10 - 10:30 a.m. | Morning Break
- 10:30 a.m. - noon | Concurrent Sessions
- noon - 1:30 p.m. | Lunch
- 1:30 - 3 p.m. | Concurrent Sessions
- 3 - 3:15 p.m. | Afternoon Break
- 3:15 - 5 p.m. | District Caucus Meetings

Conference • Saturday, February 9

- 7 a.m. - 6 p.m. | Registration Desk Open
- 7:30 - 8:30 a.m. | Breakfast
- 8:30 - 10 a.m. | Concurrent Sessions
- 10 - 10:30 a.m. | Morning Break
- 10:30 a.m. - noon | Concurrent Sessions
- noon - 1:30 p.m. | Lunch
- 1:30 - 3 p.m. | Concurrent Sessions
- 3 - 3:15 p.m. | Afternoon Break
- 3:15 - 4:30 p.m. | Annual Business Meeting & Board Elections
- 6 - 8 p.m. | Awards Banquet
- 8 - 9:30 p.m. | Dueling Pianos Show

Conference • Sunday, February 10

- 8 a.m. | Breakfast & Raffle Drawing

ACTION ITEM - K

DATE: December 18, 2018
RE: Port Meeting Location for 2019
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

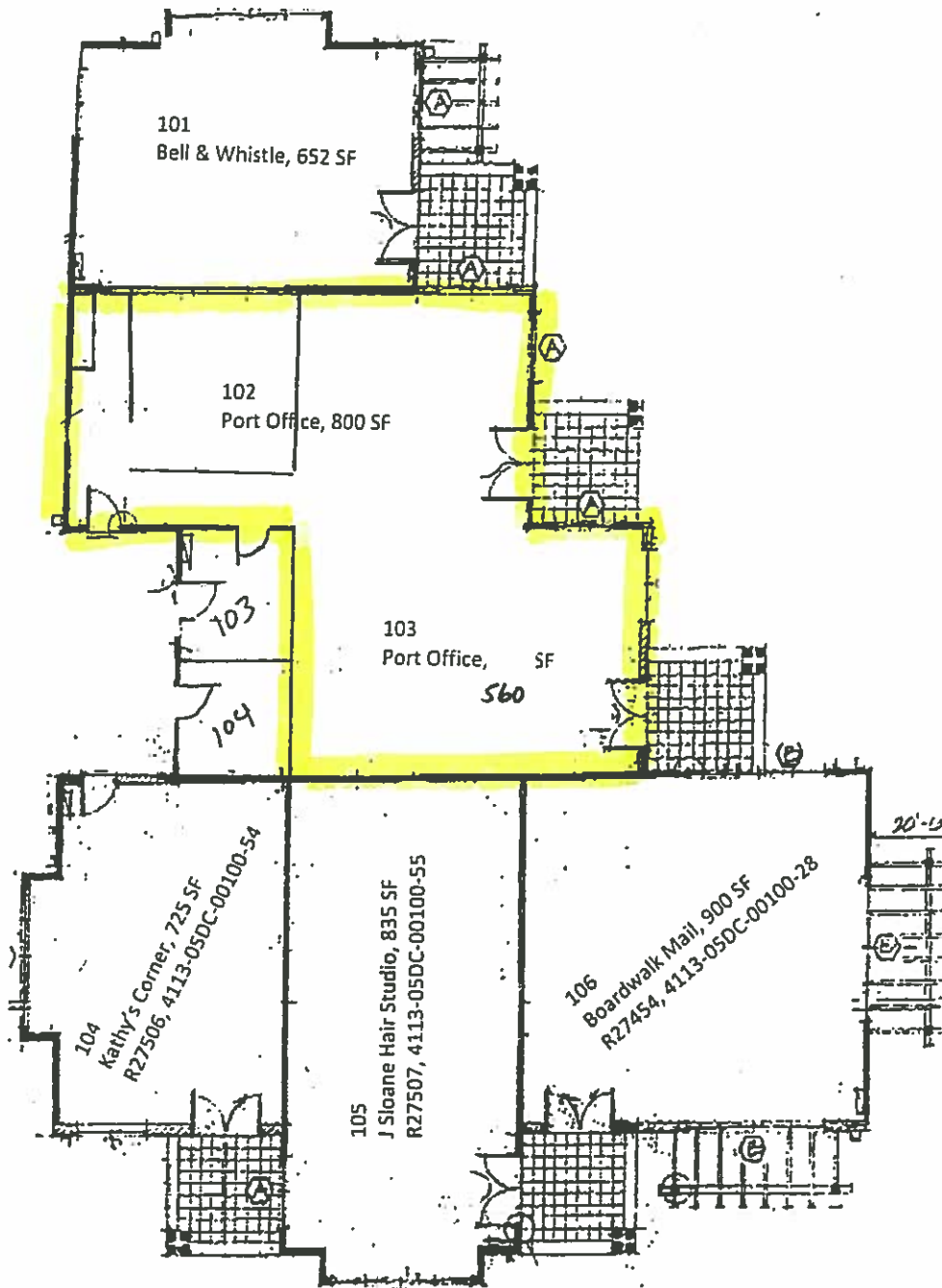
- The Port currently has three vacant retail suites that could hold the Port's meetings.
- Utilize one of the suites to dedicate Port meetings and/or other meetings for a fee.
- Depending on potential tenants using or expanding into Suites 102 and 103, Suite 202 could be made into a meeting room by removing most of the walls. The estimated cost to remodel Suite 202 would be \$3,500 +/-.

DOCUMENTS

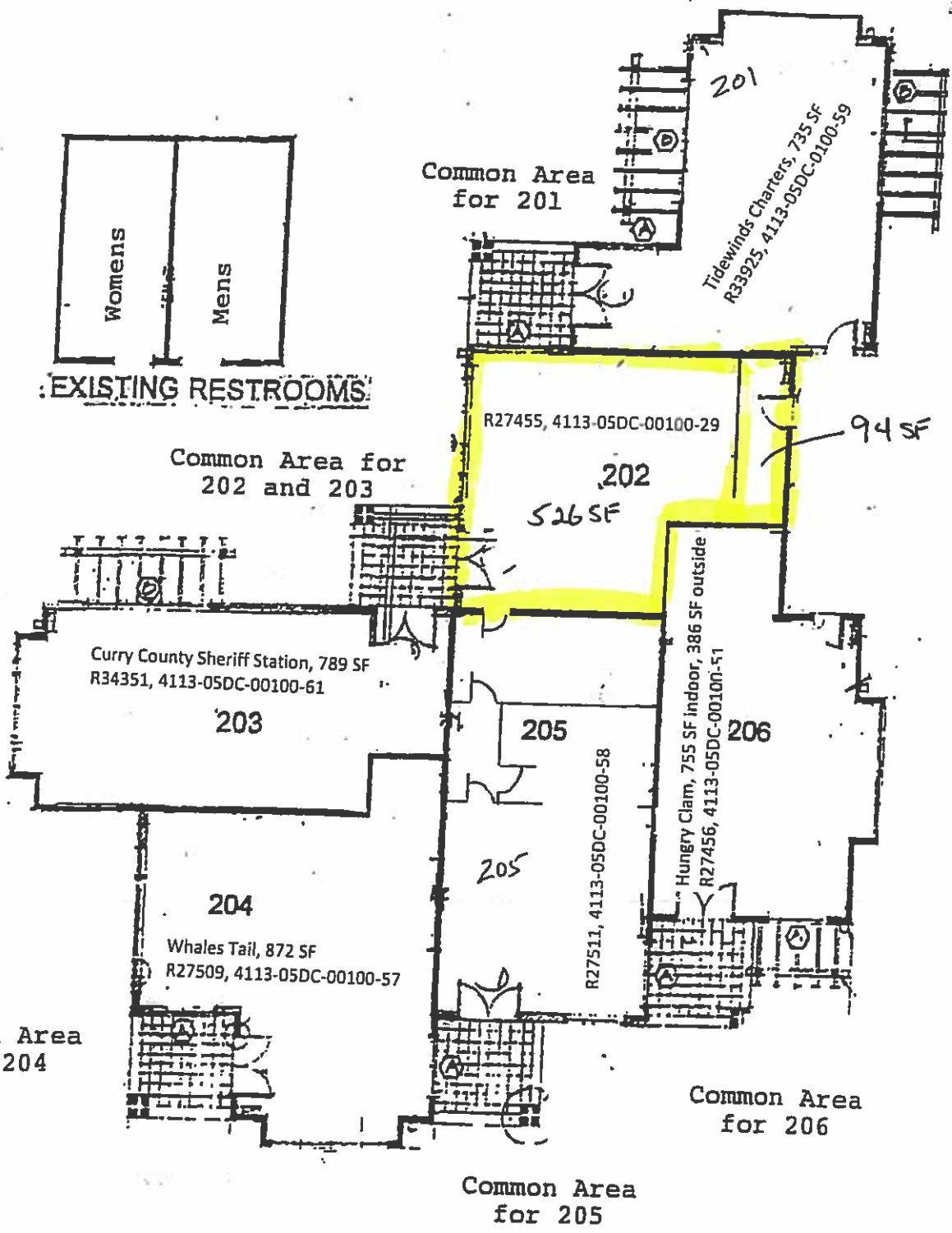
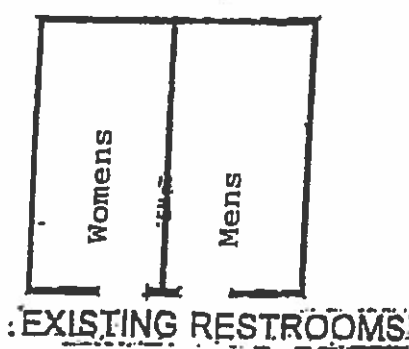
- Port Building 1 layout, 1 page
- Port Building 2 layout, 1 page

COMMISSIONERS ACTION

- Recommended: make a motion to approve Port meetings be held at 16340 Lower Harbor Road, Building # 1 Suites 102 & 103 or 16350 Lower Harbor Road, Building # 2 Suite 202 depending on rental usage.



Building 1
16340 Lower Harbor Road



Building 2
16350 Lower Harbor Road

ACTION ITEM - L

DATE: December 18, 2018
RE: Conceptual RV Park Plan
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- The idea of this conceptual plan is to address the closed restroom and shower building and closed (demolished) laundromat building.
- The main restroom shower building should not be rebuilt at its current location for this reason: The building sits within the easement of the main sewer trunk line for Harbor Sanitary. If any trouble arises on that line, the building would be at risk of removal.
- Port staff is recommending building a new facility near the west end of the RV Park. Away from the main sewer trunk line. The new building would include restrooms, showers, laundromat and RV Park Office.
- The direction of traffic flow would be reversed and restore one-way travel along the beachfront road and exit only (parking along the beach would be adjusted), where the entrance is currently located. Couple reason for this is to avoid check-ins backing up onto Boat Basin Road. There's been times when RV's backed up onto Low Harbor Road. Also, the RV Park Office would be located at the other end of the park.
- New pull-thru sites could be created at main restroom and laundromat building locations. Total of 9 sites are possible. Couple more sites could be open were the current RV Park Office is currently located or a small restroom facility could be added. Pull-thru sites on average bring \$10,000 each per year.
- If the Board accepts this conceptual plan, the Port would need to investigate all permitting requirements for this project.
- Currently, there could be issues with SDC's fees and State permits when the RV Park expanded in the years past. Harbor Sanitary and the Port are working together to find out what and when these expansions occurred.

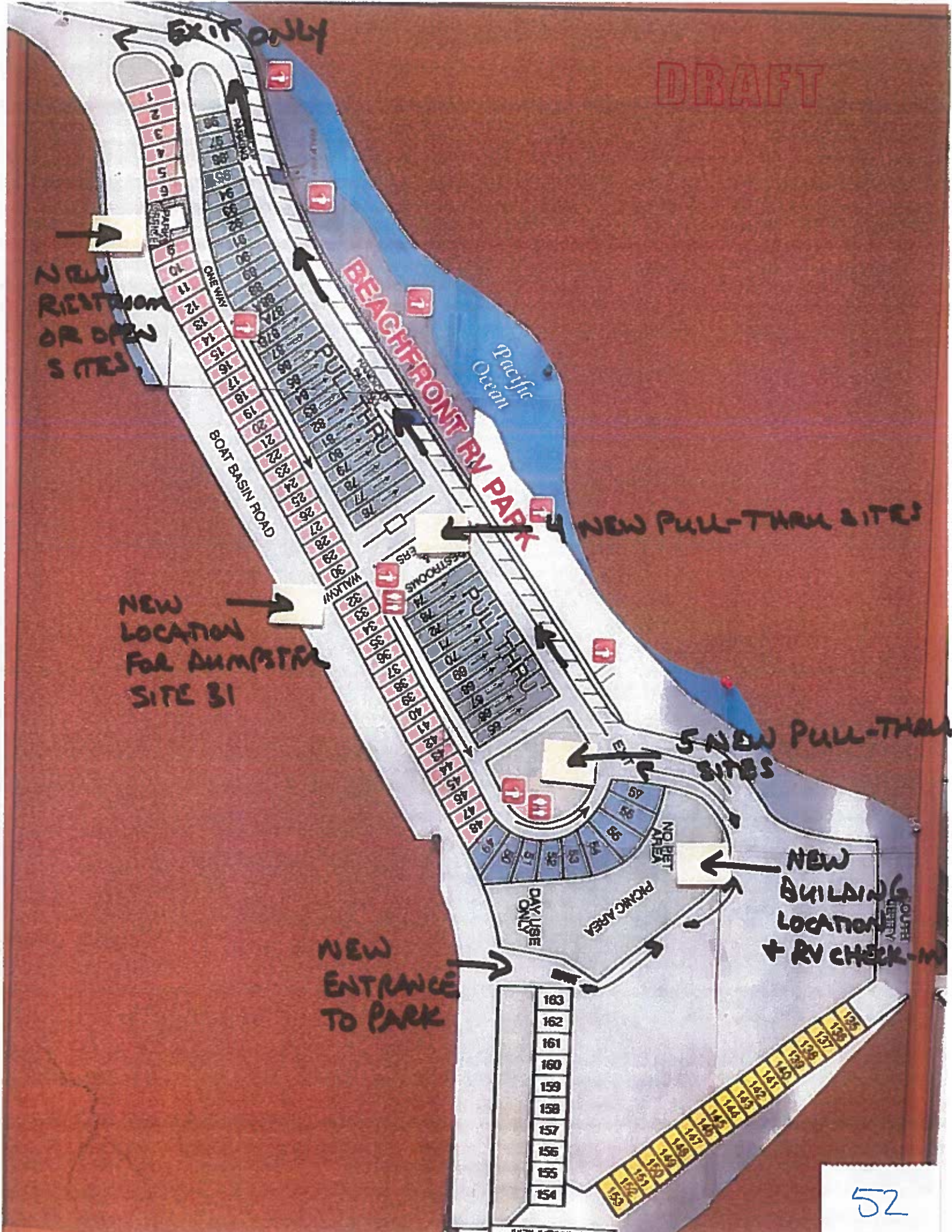
DOCUMENTS

- Conceptual RV Park Plan, 1 page

COMMISSIONERS ACTION

- Recommended: make a motion to approve the conceptual plan and begin research on permitting requirements and locate design engineering service to proceed with conceptual project design drawings. Conceptual project design drawings and cost estimate to be brought back to the Board for final approval.

DRAFT



ACTION ITEM - M

DATE: December 18, 2018
RE: Fuel Ramp and Fuel Lines – Emergency Relocation Update
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- Concrete pad and slope are continuing to move creating greater risk to the fuel lines going through the concrete pad. (See attached photos)
- Port staff installed oil absorbent booms below the failing slope and concrete pad for preventative measures in case failure happens before rerouting of lines can be completed.
- Port staff recommends relocating fuel lines that are being impacted by failing slope and concrete pad. The new fuel lines route would begin near fuel tank sump, run North to the barge channel slope, down the slope into the water and then reconnecting to fuel dock. The rerouting of these lines should allow work to be done on the slope and concrete pad with minimal or no interruption to fuel service. (See attached photos)
- Port requested EMC Engineers/Scientists to provide “scope of work” for the reroute of fuel lines to follow. This will provide engineering review of the work and something the Port can follow.
- Sewer line for pump out also runs through the failing concrete pad. Port staff is requesting to shut down the sewer pump-out and redirect users to Basin 1 sewer pump-out until the slope and concrete pad are repaired.
- Based on previous engineering report dated 1/19/2017, and further evidence of greater threat of failure to the fuel lines could create a substantial risk of loss, interruption of fuel service to the fleet and sport vessels and threat of health, welfare and safety, this condition requires emergency action.
- Emergency Declaration procedures per Port Resolution No. 368, Exhibit A, Section VII: Emergency Contracts.
- The only contractor providing a quote to the Port withdrew from the project.

DOCUMENTS

- Engineering report dated January 19, 2017.
- Pictures of current conditions.
- Pictures of oil absorbent booms.
- Pictures of proposed route for new fuel lines.

- Page 4 of Port Resolution No. 368, Exhibit A, Section VII: Emergency Contracts
- ORS 279B.080 Emergency Procurements
- OAR 137-049-0150 Emergency Contracts; Bidding and Bonding Exemptions
- Draft Resolution No. 500
- EMC Scope of Work, 10 pages

COMMISSIONERS ACTION

- Make a motion to accept Resolution No. 500: A Resolution of the Board of Commissioners of the Port of Brookings Harbor Authorizing Award of a Public Works Contract Pursuant to Emergency Procurement Procedures.
- Port Manager is recommending emergency declaration: make a motion for the expense not to exceed \$50,000. If the expense exceeds \$50,000, bring back additional information for Board approval.



Grants Pass * Jacksonville * Medford, OR

GP Office: 1857 Williams Hwy., Suite 216, Grants Pass, OR, 97527

Jville Office: 450 Conestoga Dr., Jacksonville, OR, 97530

Ph: 541-474-9434 * Cell: 541-261-9929 * Fax 541-727-5488

emc@emcengineersscientists.com; <http://www.emcengineersscientists.com>

- Engineers/Scientists, LLC

1/19/17

MEMO-11917-01

To: Gary Dehlinger
Manager, Port of Brookings
From: Jack Akin
EMC-Engineers/Scientists, LLC
RE: Landing to the Port Fuel Dock

Introduction

On Wednesday, January 18, 2017, Jack Akin of EMC-Engineers/Scientists, LLC (EMC), at the request of Gary Dehlinger, Port of Brookings Manager (Gary), inspected the concrete landing system that provides the access to the fuel dock. Gary had expressed concerns because it had been noticed that an increasing gap had been developing between the concrete pad landing and the approaching concrete stairway to the landing.

Design of System

Design drawings for this system were provided by MSS Inc. on 10/10/01, and these drawings reside in the Port of Brookings offices. The pad system as designed (concrete with railing, fuel and all other lines, compacted fill, etc.) is supported by the existing ground, compacted fill, driven 12W-53 H-beam piles and rip rap. The existing riprap can be described as approximately gradation equivalent to ODOT 2000, with an average weight of about 750 pounds, and the largest rocks weighing approximately 2000 pounds (as briefly observed by sight, but not measured). The pad is laid with a peripheral keying atop graded aggregate, and thence atop an average of 4.5 feet of compacted fill. The fill is supported by native soils and existing riprap. Five H-beams are driven into the underlying native soils and the pad is fixed to the beams. These beams have cross-sectional areas of 15.6 in.², are 12" deep and have a flange width of 10". They are of 36,000 lbs./in.² (36 ksi) steel, and provide adequate lateral strength ($M_x = 10$ kips, $M_y = 5$ kips) for this structure¹. The drawings show driven depths of at least 16 feet, but don't exactly specify the minimum depths to be driven for these columns. It is assumed that they were to be driven into the native soils to a point of fixity, or to refusal. All piping (for electrical, sewer, water, telecommunications, fuel service) was to be inserted through pre-installed chases that were located in the compacted fill beneath the pad and underlying aggregate base.

¹ Data from AISE Manual of Steel Construction



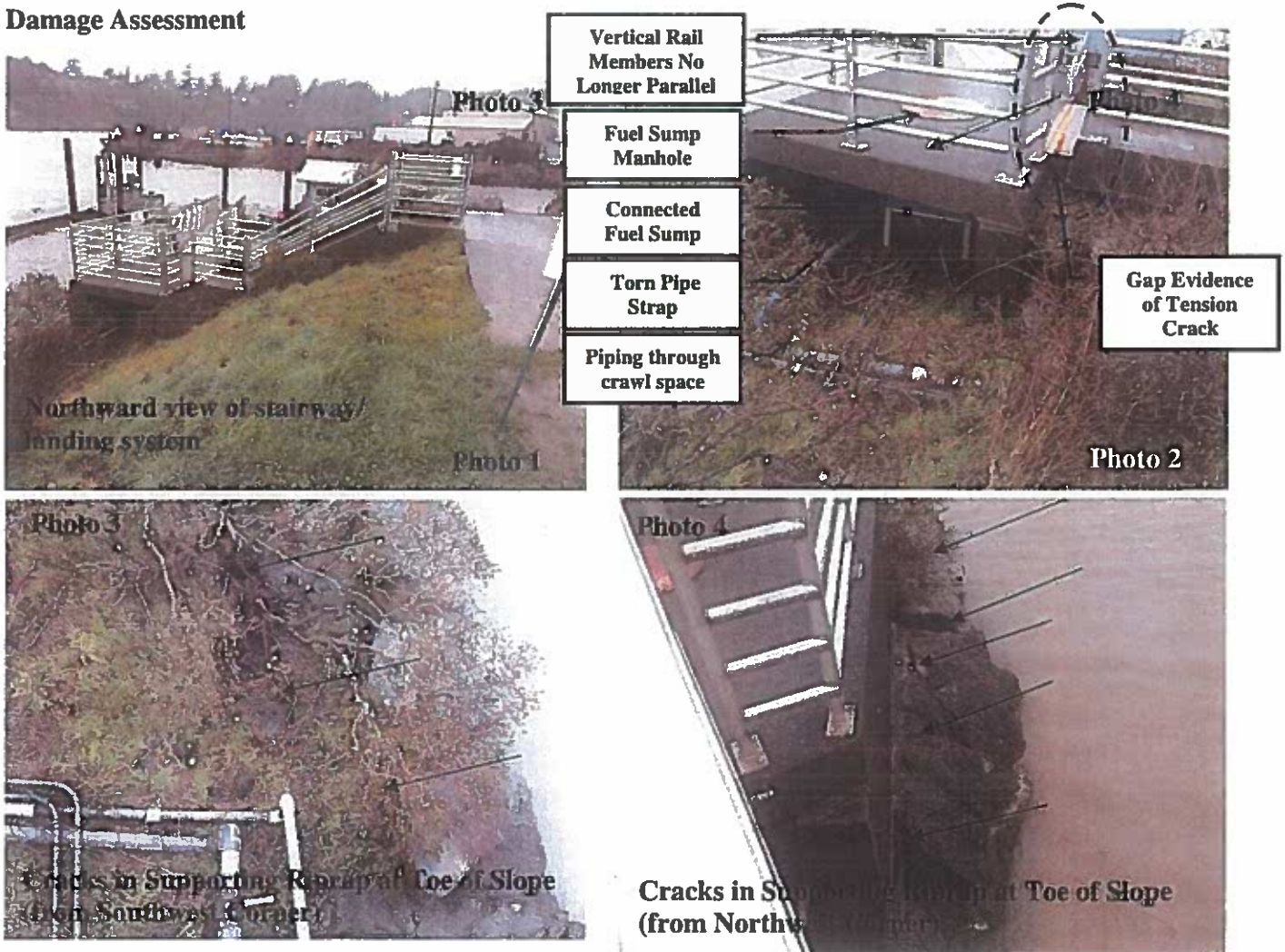
EMC

Grants Pass * Jacksonville * Medford, OR
 GP Office: 1867 Williams Hwy., Suite 216, Grants Pass, OR, 97527
 Jville Office: 450 Conestoga Dr., Jacksonville, OR, 97530
 Ph: 541-474-9434 * Cell: 541-261-9929 * Fax 541-727-5488
emc@emcengineersscintists.com; <http://www.emcengineersscintists.com>
 - Engineers/Scientists, LLC

Existing System

The landing system as observed was not constructed as designed. The pad is supported along its east and west edges by two concrete walls (oriented north-south), apparently meant to provide a crawl space through which some of the piping and the fuel lines fuel sump could be accessed. These walls sit on a supporting pad of about two feet thickness. The lower pad appears to be supported by riprap and native soils. Some compacted fill may have been placed between riprap, but it cannot easily be determined. There are some rebar pins that appear to have been bored into the riprap for lateral support. No H-beams were observed to have been used, and no alternative anchoring against lateral failure was provided.

Damage Assessment





Grants Pass * Jacksonville * Medford, OR

GP Office: 1867 Williams Hwy., Suite 216, Grants Pass, OR, 97527

Jville Office: 458 Comestoga Dr., Jacksonville, OR, 97539

Ph: 541-474-9434 * Cell: 541-261-9929 * Fax 541-727-5488

emc@emcengineersscientists.com; <http://www.emcengineersscientists.com>

- Engineers/Scientists, LLC

The pad, underlying support soils and rip rap are failing along a slip surface estimated to be located as shown in the attached **Exhibit A**. This slip surface is estimated to be a sector of about 26 feet from the theoretical center of moment, which provides a surface resisting force of about 30 feet in length. It is noted that the lowest elevation of the slip is several feet higher than the designed H-beam support. Resisting force was designed to have been provided by the cohesion of soils and rock beneath the structure, rip rap at the toe and the five W12 x 53 piles. The unsaturated load is roughly estimated to be about 76 tons, which is the primary disturbing force. Indications of the failure of the supporting soils and rip rap can be seen in **Photo 3** (cracking as viewed from the southwest pad corner) and **Photo 4** (cracking as viewed from the northwest pad corner).

The resulting slipping of the entire pad system (concrete pad, underlying fill, riprap and native soils) is shown in **Photos 1 and 2**. **Photos 1 and 2** are northward views of the pad and stairway approach, and **Photo 2** provides a closer look at the pad and its connection to the stairway. As is noted on this photo, a tension crack on the east side of the pad has developed, creating a gap between the stairway approach and the pad (note the metal plate temporarily placed to prevent trip hazard). The separation is also indicated by the fact that the rails bolted to the stairway approach and to the pad are no longer parallel as shown in **Exhibit A**. The sliding of the entire pad system, including the concrete support, is also noted by the pull-away of the piping from its brackets. It appears that soil saturation from pour water and seepage has adequately reduced the soil cohesion factor, and increased the weight of the normally unsaturated soils by as much as 12 lbs./cubic foot (over 300 lbs/cy).

Conclusion

This preliminary structural analysis concludes that the identified disturbing forces are greater than the available resisting forces of this system. Therefore the safety factor is less than one and the total failure of this slope is eminent. Excessive soil saturation and resulting soil weight and loss of cohesion appear to be at the root of the failure. The resistance against lateral slipping is limited to the cohesiveness of the soils, strength of the toe and pinning to supporting riprap. Since a considerable loss in cohesion and cracking in the toe riprap has occurred, only the weight of the pinned riprap remains to hold the pad in place. Since the slip surface is below this pinned riprap, it provides little resistive force against failure. It must be noted that if the H-beams had been placed according to the original design, the lateral support provided by the beams would have been adequate to prevent this failure. The beam design, as can be seen in **Exhibit A**, shows these columns driven to an elevation below extreme low water and well below the estimated slip surface.

The existing slip of the system eastward will continue. When full failure occurs the attached lines and conduit are likely to be severed. Additionally, the gangway approach to the fuel dock from the pad would be damaged and possibly lost. It appears that the potential loss of fuels (spillage into the waterways) is limited by fuel tank dispenser controls and the piping configuration from the tanks. Properly working anti-siphon valves are assumed to be located in the piping beneath the fuel pumps at the tanks.



Grants Pass * Jacksonville * Medford, OR
 GP Office: 1867 Williams Hwy., Suite 216, Grants Pass, OR, 97527
 Jacksonville Office: 630 Conestoga Dr., Jacksonville, OR, 97530
 Ph: 541-474-9434 * Cell: 541-261-9929 * Fax 541-727-5488
 emc@emcengineersscientists.com: <http://www.emcengineersscientists.com>
 - Engineers/Scientists, LLC

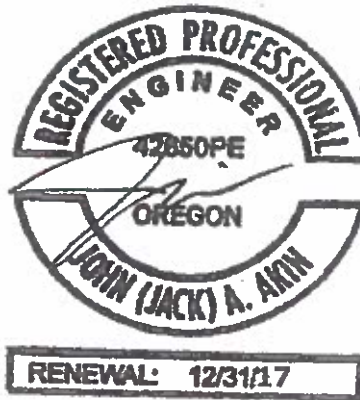
Recommendation

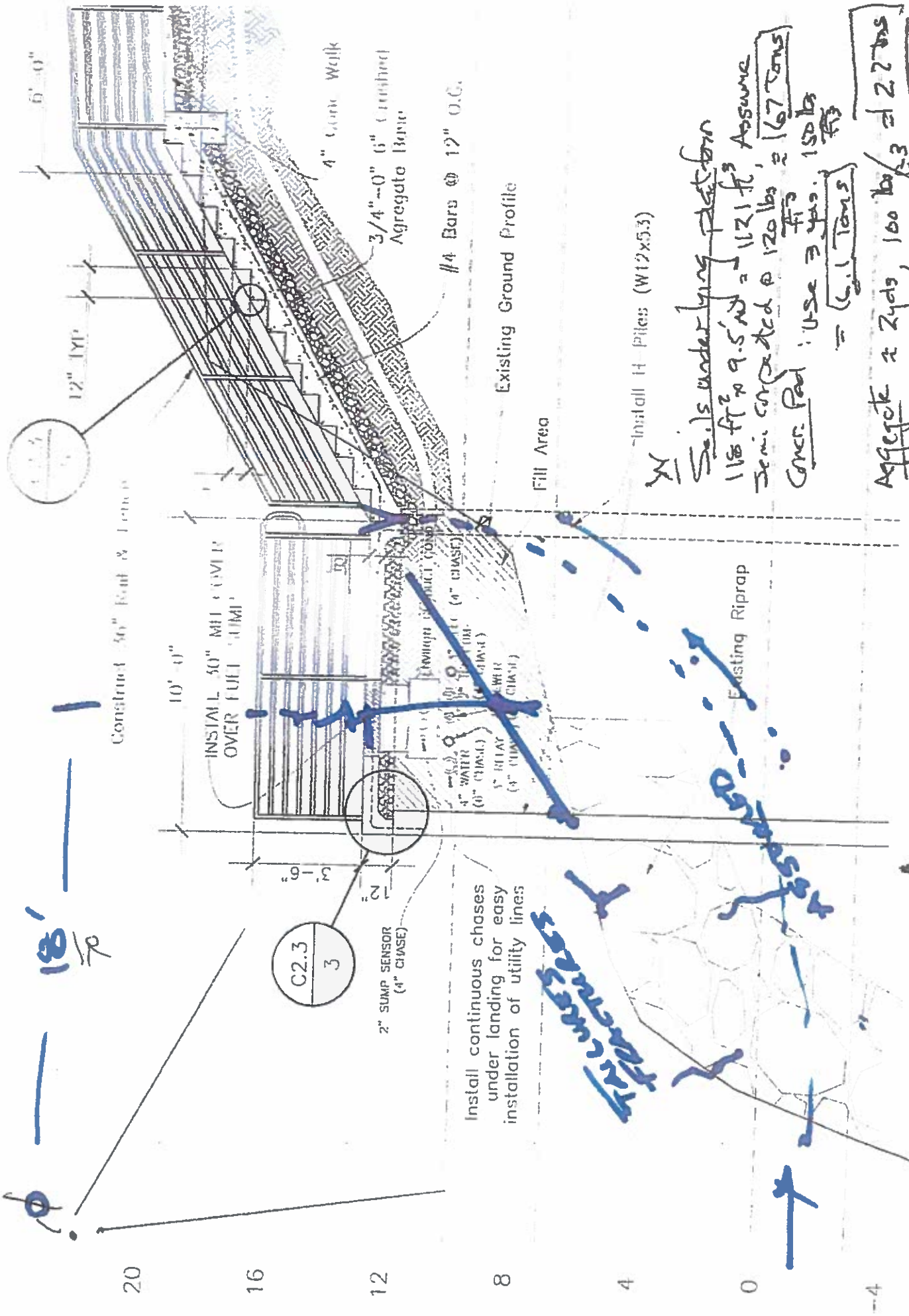
It is recommended that:

- 1) The fuel lines attached to the failing system be drained and blinded (or disconnected);
- 2) public access to the system be prohibited, and appropriate signage be placed, employees should minimize the use of the landing access to the fuel dock, when use is deemed necessary employees must use this access with extreme caution, and the potential safety hazards must be communicated in writing to all employees permitted to use the access;
- 3) failure of this system is likely to occur along the slip surface identified on **Exhibit A**, and consequently such options as tieback, helical supports, etc. are not recommended without removal of the existing concrete landing and loosened underlying soils and riprap, and slope stabilization;
- 4) tieback/deadman system, correctly designed, could then be placed in lieu of H-beam pile, if underlying soils/rock cannot be penetrated;
- 5) if piles are used, penetration should be designed and should be driven to several feet below the theoretical slip surface, noting that the slip surface shown in **Exhibit A** is a preliminary estimation, and a more thorough analysis would be required if H-beam support is elected and
- 6) during this analysis the existing Spill Prevention, Countermeasures and Control Plan (SPCC) was reviewed by EMC, and was found to be inadequate, not compliant with pursuant law (CFR 112), which can be a high liability item, and so it is recommended that the SPCC be brought into compliance.

Sincerely

Jack (John) Akin, MS, PE, IC, HMS, CAI
 EMC-Engineers/Scientists, LLC





18' $\frac{1}{2}$

Construct 30" Riser & Ledger

10' 0"

INSTALL 30" MET COVER OVER FULL 'JUMP'

C2.3
3

2" SUMP SENSOR (4" CHASE)

Install continuous chases under landing for easy installation of utility lines

TRUCK ACCESS

Install H Piles (W12x53)

Soils underlying platform

116 ft² @ 9.5' WL = 1121 ft³ Assume
 Semi consolidated @ 120 lbs/ft³ = 167 tons

Concr. Pad: Use 3 yrs. 150 lbs
 = 6.1 tons

Aggregate @ 2yds, 100 lbs/ft³ = 22 tons

Best case 10 WL = 75.6 tons
 Distributing WFL = 1364.4 ft³

EXHIBIT A

CURRENT CONDITION OF RAMP, SLOPE, AND FUEL LINES

SEE NEXT
PHOTO

800-361-3000
www.usps.com

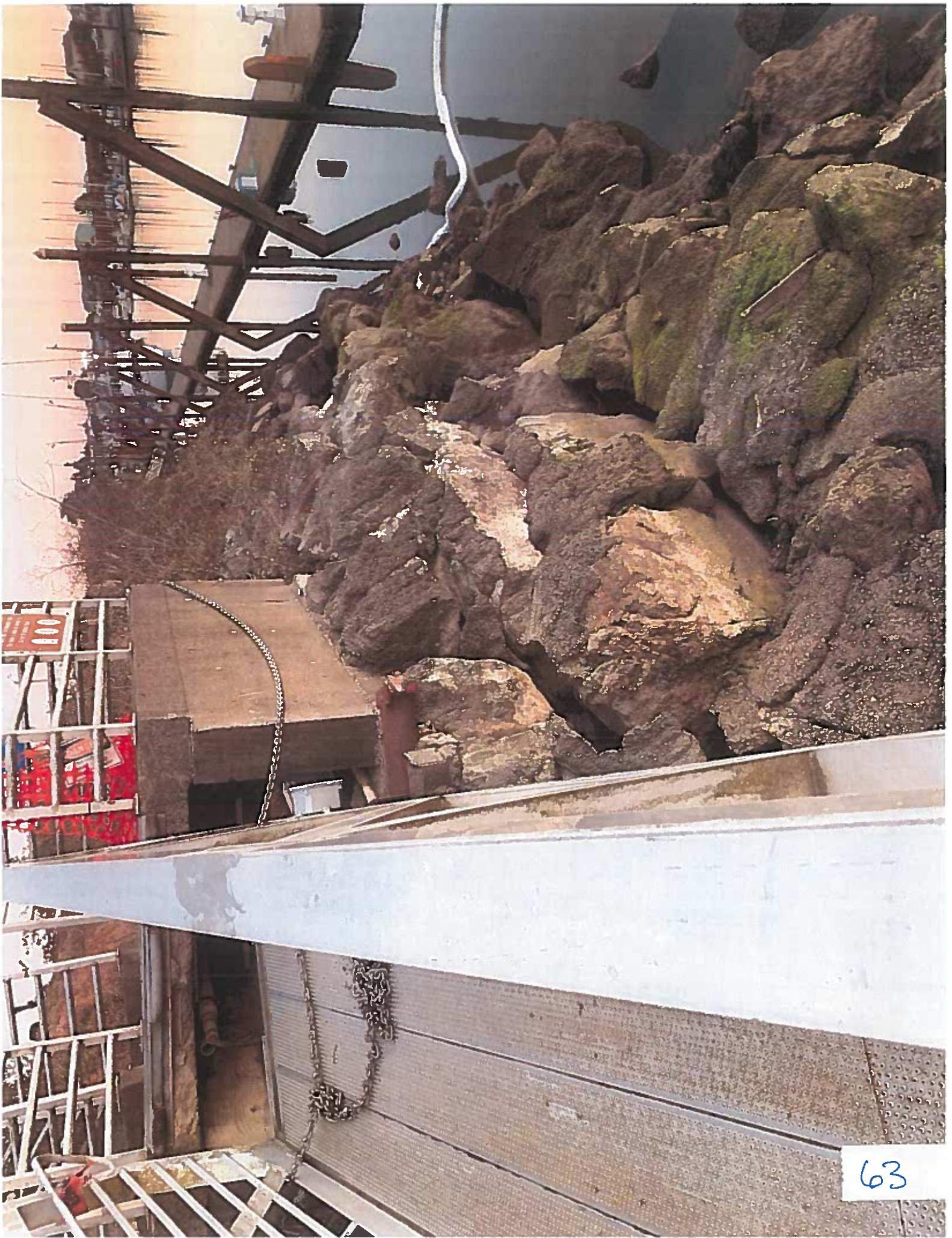
cel

↓ FUEL FLOW

↓

FUEL LINES
BEING INFLATED
HERE

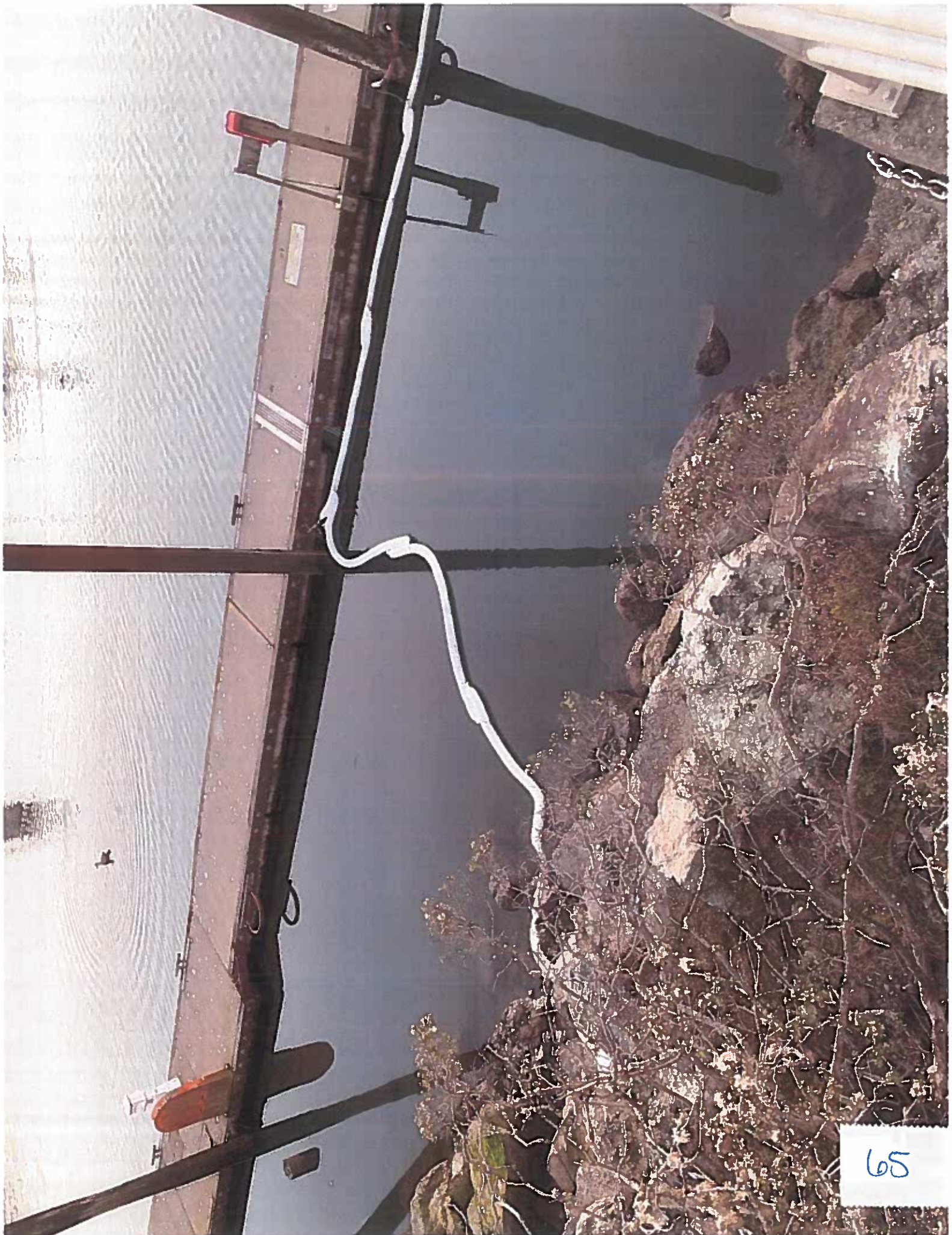
BREAKAWAY VALVES



63

OIL BOOMS

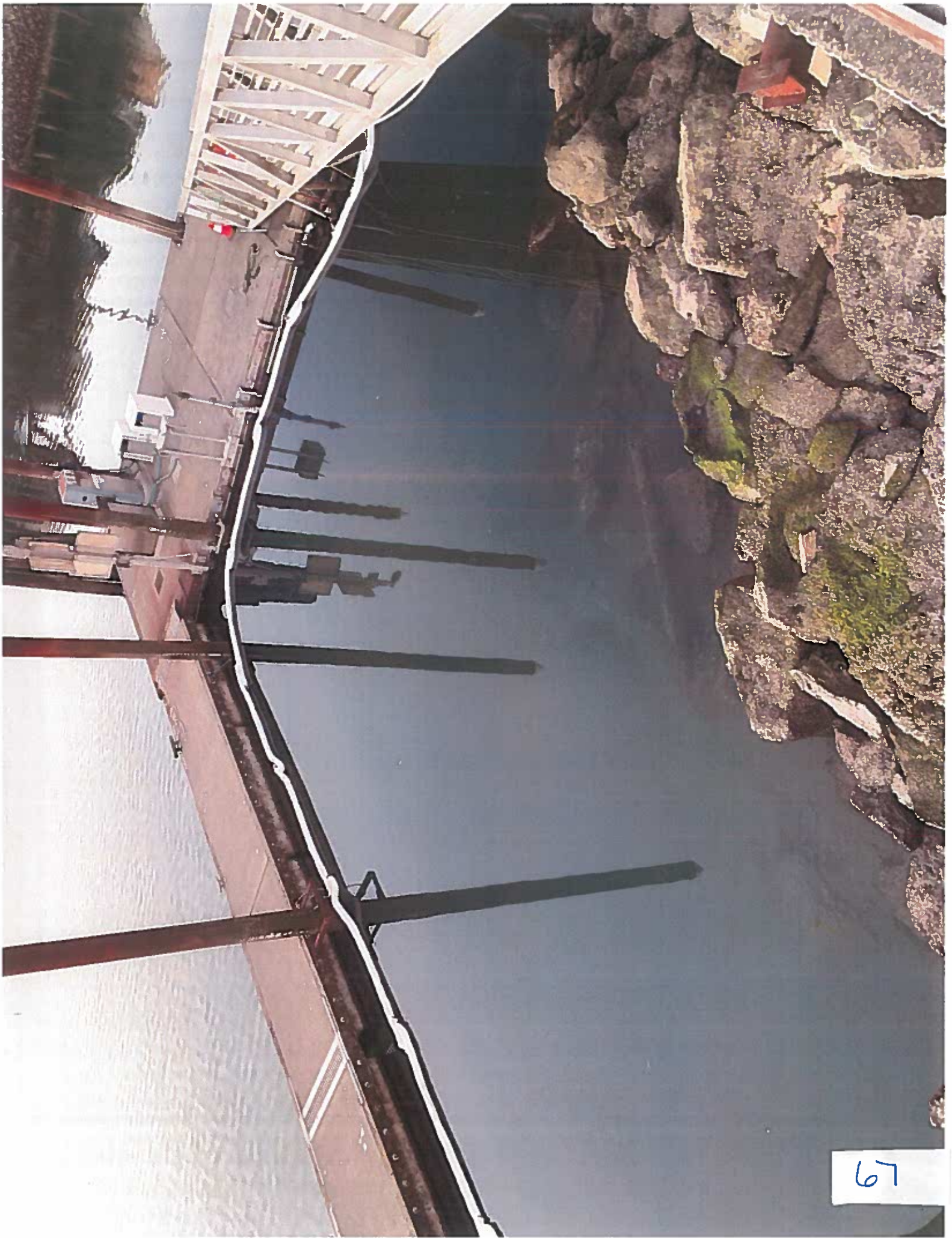
- Installed oil absorbent booms for preventative measures.



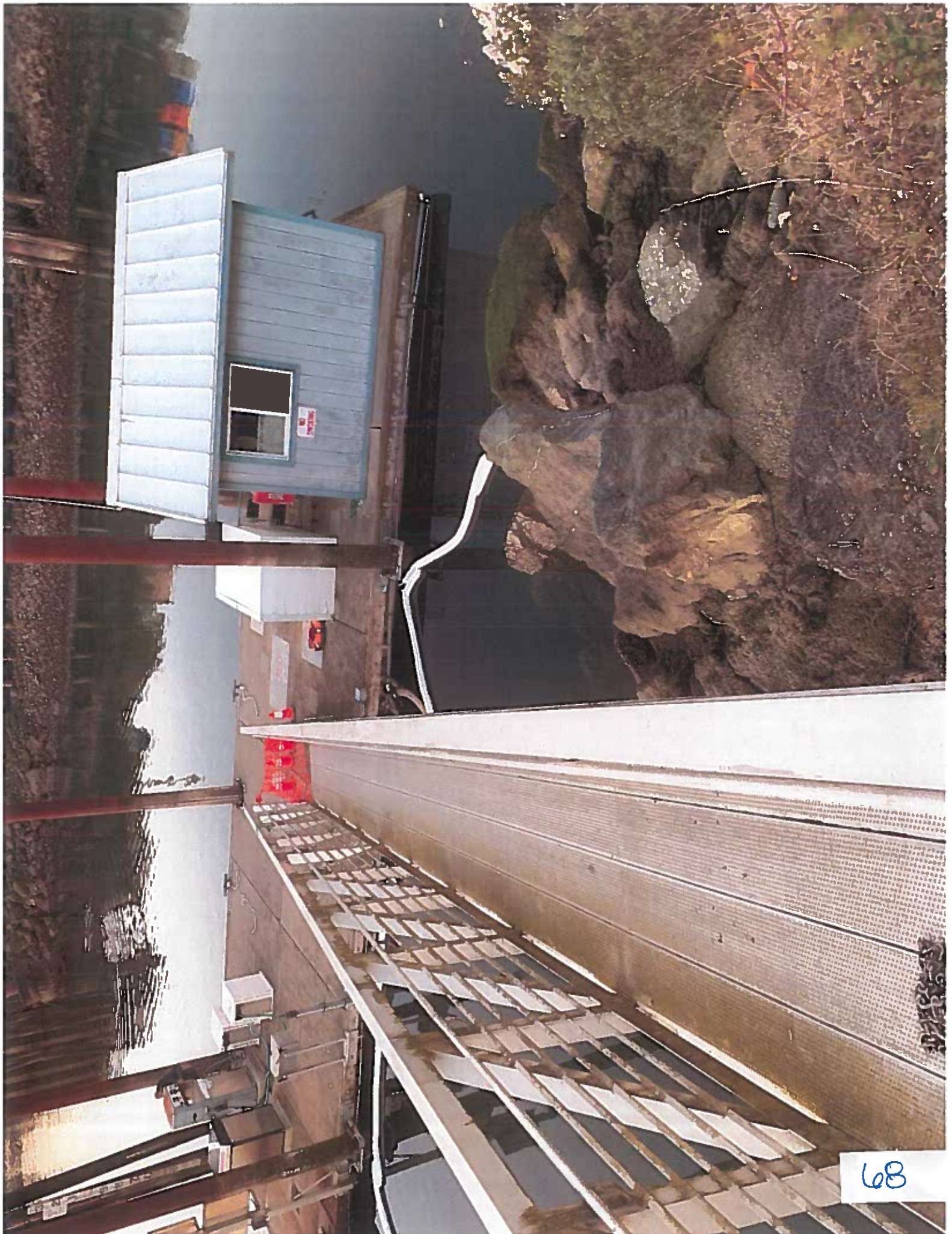
65



Lolo



67



68

PROPOSED REROUTE OF FUEL LINES

- This new route should allow future work on ramp and slope without impacting fuel delivery.
- Connect at fuel tank sump.
- Trench over to slope.
- Daylight out of slope and running down bank to water. Submerge lines and reconnect to fuel dock.



Imagery ©2018 Google, Map data ©2018 Google 50 ft

Measure distance

Total distance: 171.75 ft (52.35 m)





71



72

Section VI: SPECIAL PROCUREMENTS AND EXEMPTIONS.

(1) The Local Contract Review Board may exempt from competitive bidding certain contracts or classes of contracts for procurement of goods and services according to the procedures described in ORS 279B.085.

(2) The Local Contract Review Board may exempt certain contracts or classes of contracts for public improvements from competitive bidding according to the procedures described in ORS 279C.335. When exempting a public improvement from competitive bidding, the LCRB may authorize the contract to be awarded using a Request for Proposal process for public improvements, according to the processes described in OAR 137-049-0640 through 137-049-0690.

SECTION VII: EMERGENCY CONTRACTS.

(1) "Emergency" shall be defined as follows: "Circumstances that (a) could not have reasonably been foreseen; (b) create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare or safety; and (c) require prompt execution of a contract to remedy the condition."

(2) The Board Chair, the Port Manager, or a designee of the Port Manager shall have authority to determine when emergency conditions exist sufficient to warrant an emergency contract. The nature of the emergency and the method used for the selection of the contractor shall be documented.

(3) Emergency contracts may be awarded as follows:

(a) Goods and Services. Emergency contracts for procurement of goods and services may be awarded pursuant to ORS 279B.080. Authority for entering into emergency contracts may be delegated as provided in these Rules.

(b) Public Improvements. The Port hereby adopts OAR 137-049-0150 as its contracting rules for awarding a public improvement contract under emergency conditions.

Section VIII: AWARD OF CONTRACT.

After bids are opened or quotes reported to the Local Contract Review Board, and after it is determined that the contract is to be awarded, the contract shall be awarded to the "lowest responsible bidder" as defined in ORS 278A.010.

Section IX: BID REJECTION.

The Board, or an official designated by the Board, may reject any bid not in compliance with all prescribed public bidding procedures and requirements and

279B.080 Emergency procurements. (1) The head of a contracting agency, or a person designated under ORS 279A.075, may make or authorize others to make emergency procurements of goods or services in an emergency. The contracting agency shall document the nature of the emergency and describe the method used for the selection of the particular contractor.

(2) For an emergency procurement of construction services that are not public improvements, the contracting agency shall ensure competition for a contract for the emergency work that is reasonable and appropriate under the emergency circumstances. In conducting the procurement, the contracting agency shall set a solicitation time period that the contracting agency determines to be reasonable under the emergency circumstances and may issue written or oral requests for offers or make direct appointments without competition in cases of extreme necessity. [2003 c.794 §56; 2007 c.764 §6a]

137-049-0150

Emergency Contracts; Bidding and Bonding Exemptions

(1) Emergency Declaration. A Contracting Agency may declare that Emergency circumstances exist that require prompt execution of a Public Contract for Emergency construction or repair Work. The declaration shall be made at an administrative level consistent with the Contracting Agency's internal policies, by a Written declaration that describes the circumstances creating the Emergency and the anticipated harm from failure to enter into an Emergency Contract. The Emergency declaration shall be kept on file as a public record.

(2) Competition for Emergency Contracts. Pursuant to ORS 279C.320(1), Emergency Contracts are regulated under ORS 279B.080, which provides that, for an emergency procurement of construction services, the Contracting Agency shall ensure competition that is reasonable and appropriate under the Emergency circumstances, and may include Written requests for Offers, oral requests for Offers or direct appointments without competition in cases of extreme necessity, in whatever solicitation time periods the Contracting Agency considers reasonable in responding to the Emergency.

(3) Emergency Contract Scope. Although no dollar limitation applies to Emergency Contracts, the scope of the Contract must be limited to Work that is necessary and appropriate to remedy the conditions creating the Emergency as described in the declaration.

(4) Emergency Contract Modification. Emergency Contracts may be modified by change order or amendment to address the conditions described in the original declaration or an amended declaration that further describes additional Work necessary and appropriate for related Emergency circumstances.

(5) Excusing Bonds. Pursuant to ORS 279C.380(4) and this rule, the Emergency declaration may also state that the Contracting Agency waives the requirement of furnishing a performance bond and payment bond for the Emergency Contract. After making such an Emergency declaration those bonding requirements are excused for the procurement, but this Emergency declaration does not affect the separate Public Works bond requirement for the benefit of the Bureau of Labor and Industries (BOLI) in enforcing prevailing wage rate and overtime payment requirements. See OAR 137-049-0815 and BOLI rules at OAR 839-025-0015.

Statutory/Other Authority: ORS 279A.065

Statutes/Other Implemented: ORS 279B.080, 279C.320 & 279C.380

History:

DOJ 15-2009, f. 12-1-09, cert. ef. 1-1-10

DOJ 19-2007, f. 12-28-07, cert. ef. 1-1-08

DOJ 20-2005, f. 12-27-05, cert. ef. 1-1-06

DOJ 11-2004, f. 9-1-04, cert. ef. 3-1-05

DRAFT

**PORT OF BROOKINGS HARBOR
CURRY COUNTY, OREGON**

RESOLUTION NO. 500

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS
HARBOR AUTHORIZING AWARD OF A PUBLIC WORKS CONTRACT PURSUANT TO
EMERGENCY PROCUREMENT PROCEDURES**

WHEREAS, the fuel lines located at the Port's fuel dock are in imminent danger of failure due to the continued slippage of the slope underlying the lines, which has reached a critical condition; and

WHEREAS, pursuant to Port contracting policy, the Port Manager has determined that an emergency exists in that action is required as soon as possible to protect the health and safety of Port patrons, visitors, the environment and the general public; and

WHEREAS, the work needs to be done as soon as possible and the Port Manager has not been successful in finding more than one contractor that could complete the work within an acceptable timeframe; and

WHEREAS, ORS 279B.080, OAR137-049-0150, and Port Resolution No. 368 set forth the applicable procedures for the award of contracts pursuant to emergency procedures.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Port of Brookings Harbor hereby authorizes the award of a public works contract for the reroute of Port fuel lines pursuant to the Port's emergency contracting procedures.

APPROVED and ADOPTED, and made effective the same day, by the Board of Commissioners of the Port of Brookings Harbor and made effective this ____ day of December, 2018.

ATTEST:

President, Board of Commissioners

Secretary, Board of Commissioners

12/11/18

Travis, Gary.

1. Introduction

I am providing the specs and a well-known manufacturer below to help take the mystery out of an aboveground tank-to dispenser fuel line installation. It is well within Port abilities to install this system. I will contact the selected vendor tomorrow for some pricing.

There are a number of fuel line piping systems currently available that are designed to provide a reliable, secondarily contained, underground fuel supply system to and from remote fuel tanks.

Underground piping runs includes supply lines inserted within a common 4" access pipe to provide retractable access to, and containment of the fuel lines. These lines must be designed to be installed underground and contained within an accessible pipe transition to above grade metallic piping, provided via either in an above/below grade transition sump or through a concrete slab with a fuel oil pipe transition assembly.

All underground connections must be contained within a tank sump or transition sump.

There are general piping system installation specifications common to all of these manufacturers. I have placed those under Section 2 (Piping Trench and Pipe Burial).

2. Piping Trench and Pipe Burial

Piping Trench Requirements

The approximately 150 feet of piping trench should be dug in such a manner that the trench width is equal to at least twice the width of all the flexible pipes contained within. All piping within the trench should be separated by the outside diameter of the piping being installed with a required minimum of 2" (50 mm) of separation for all piping. Trench turns should be sweeping rather than sharp angles. The bottom of the trench should be compacted and as uniform as possible to eliminate high spots to insure an even layer of bedding material under the pipe. Remove all sharp rocks and debris from the trench bottom before bedding material is installed.

Piping Burial Requirements

1. Unpaved Surfaces - If the surface is unpaved, then a minimum of 18" (457mm) of approved backfill material should be installed between the top of all flexible piping and the top of the ground surface.

2. Paved Surfaces - If the surface is paved with either asphalt or concrete, the total amount of pavement plus approved backfill material shall be a minimum of 18" (457mm) between the top of both the flexible piping and the top of the paved surface.

3. **Access Pipe Burial** - Whether the surface is paved or unpaved with either asphalt or concrete, there shall be a minimum of 16" (406mm) between the top of the access pipe and the top of the paved or unpaved surface.

Approved Bedding & Backfill Materials

Approved bedding and backfill materials for flexible piping sumps and access piping should meet the following specifications:

1. **Pea Gravel** - Rounded Pea Gravel is permitted with a minimum diameter of 1/8" and a maximum diameter of 3/4".
2. **Crushed Stone** - Crushed stone is permitted providing it shall be washed clean and be of the free flowing type with an angular stone size between 1/8" and 1/2". (Meets ASTM C-33 paragraph 9.1 requirements.)
3. **Sand** - Sand backfill is permitted providing it shall be washed clean and is free flowing with a maximum content of 10% fines. When backfilling, make sure sand is evenly distributed and fully compacted under and fully around the piping.

NOTE: A minimum of 6" (152mm) of approved bedding material shall be spread and compacted evenly along the bottom of the piping trench. All bedding and backfill material should be clean and free from ice and snow and debris.

3. System Installation

For the purposes of these design guidelines, I have selected an approved fuel line vendor (FlexWorks). Below is a set of instructions with step-by-step system installation instructions. A FlexWorks Manual is attached so you can reference and view details about each of these components.

FlexWorks retractable Fuel Oil Piping Systems consist of FlexWorks primary pipe fuel oil pipe runs installed in Flex-Works corrugated Access Pipe. Retractable systems utilize Access Pipe to allow the primary pipe and couplings to be removed in the future for inspection, repair, or replacement without excavating or breaking concrete. The Access Pipe is installed first between containment sumps or between a sump and a Transition Assembly that is used when the

Step #1 - Prepare Trenches: Prepare trenches

Step #2 - Set Sumps:

Set FlexWorks Tank Sumps and Above Grade/Below Grade Piping Transition Sumps as required. See typical installation diagrams (Refer to individual FlexWorks Tank Sump and Transition Sump Installation Instructions).

- FlexWorks Tank Sumps are mounted on top of underground storage tanks to contain the pipe entries into the tank. Tank Sumps are available in various heights and are field adjustable to accommodate varying tank burial depths. Tank sumps are also available in diameters for use with both 36" and 42" manholes.
- FlexWorks Transition Sumps are used to contain and maintain access to the pipe fittings where the pipe transitions between the flexible pipe below grade and rigid pipe above grade. Transition Assembly is also available for use where the pipe comes through a concrete slab.

IMPORTANT: Support all sumps with adequate backfill up to the bottom of the pipe entry fittings. Make sure no voids are present under the sumps. Make sure 1/8" per foot minimum slope is maintained from the last dispenser sump in each piping run back to the tank.

Step #3 - Install Entry Fittings:

Install 4" FlexWorks Entry Fittings as required in FlexWorks Transition Sumps and Tank Sumps. (Refer to individual FlexWorks Entry Fitting Installation Instructions).

Step #4 - Install Pipe and Pipe Couplings:

- Install FlexWorks piping according to the guidelines found in the OPW Fueling Containment Systems *Flexible Underground Piping Manual* (Publication UPM-0001).
- Cut the pipe using a FlexWorks Pipe Cutting Tool (PCT-1000).
- Be careful not to kink the pipe. Check each section for damage before installation.

Step #5 - Install Pipe Couplings:

Using the FlexWorks Coupling Machine (CME-0110), attach the pipe couplings to each end of each pipe section (Refer to individual Installation Instructions supplied with the Coupling Machine).

1. When Coupling 3/4" and 1" pipe, use the following swage kits - CSK-0075S (3/4" pipe) and CSK-0100S (1" pipe).
2. Unscrew the shaft from the Coupling Machine (CME-0110).
3. Insert the shaft for either the 3/4" or 1" pipe.
4. Place the 1.5" Swivel Faceplate (EG-CM-0170) on the Coupling Machine.
5. Place the 3/4" or 1" Faceplate on top of the 1.5" Swivel Faceplate.
6. Screw in the 3/4" or 1" Swage on the shaft.
7. Follow the instructions in the OPW Fueling Containment

Step #6 - Test the Access Pipe if Needed:

Connect a regulated air supply with a gauge to the air stem on the TBA-4175A. Carefully pressurize the Access Pipe through the air stem on the Test Boot (TBA-4175). (2 psig is customary; do not exceed 5 psig). Leave each line pressurized for one hour. Loss of pressure signifies a leak in the line that must be corrected before proceeding.

Step #7 - Sump Testing:

After all connections are made, fill the sumps with water 1" above the highest penetration fitting. A drop in the water level within 1 hour indicates a leak that must be corrected before backfilling.

Step #8 - Backfilling:

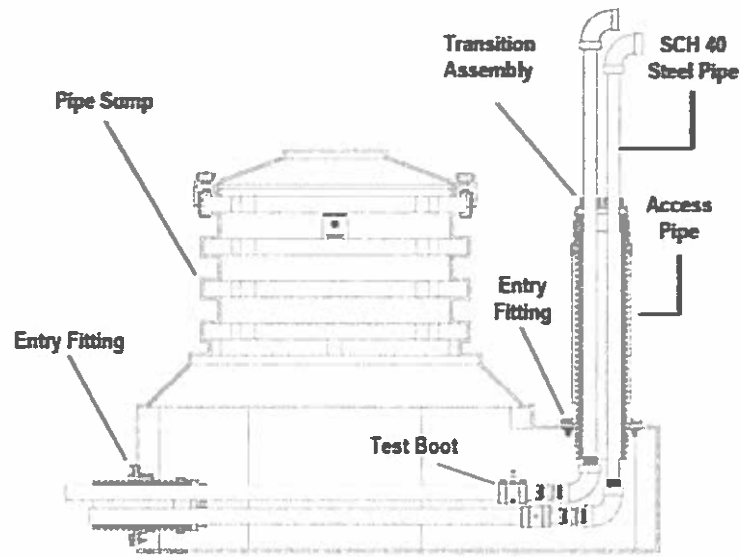
Rounded pea gravel with a minimum diameter of 1/8" and a maximum diameter of 3/4" should be used for backfill around sumps.

IMPORTANT: If installing Transition sumps in high water table areas, use pea gravel inside transition sumps as ballast to prevent the sump from floating up. A slotted pipe can be installed in one corner of the sump to allow monitoring for and removal of contained liquid.

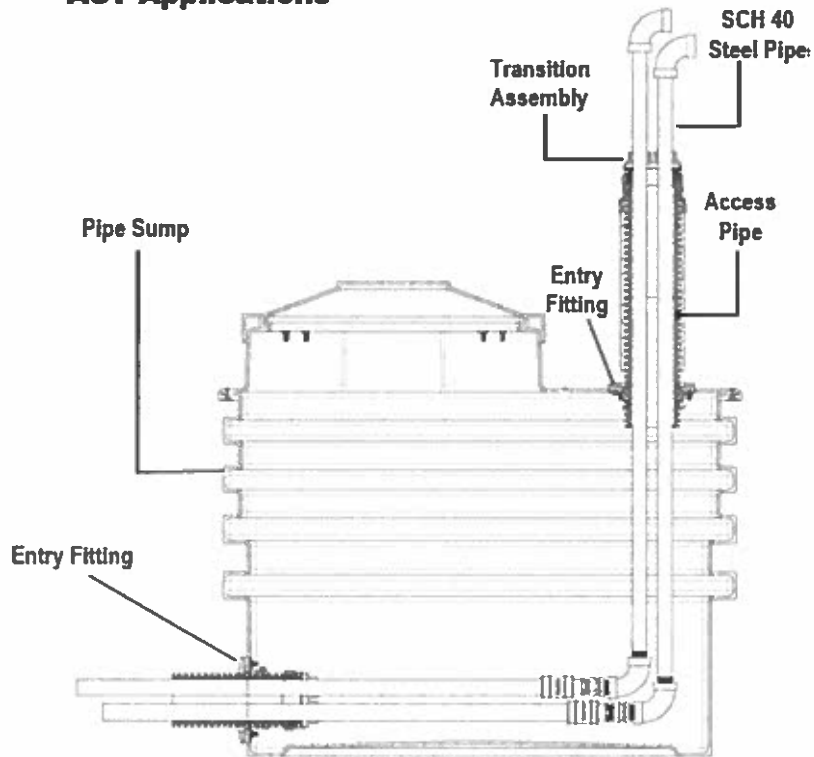
Maintenance

OPW Sumps are designed to provide secondary containment of dispensers and piping connections. Sumps should be regularly inspected and checked for the presence of petroleum products. Damage or leaks in piping, sumps, and fittings should be repaired promptly. Third party approved liquid sensors should be installed in every sump. Any liquid present in the sump should be promptly removed and disposed of properly.

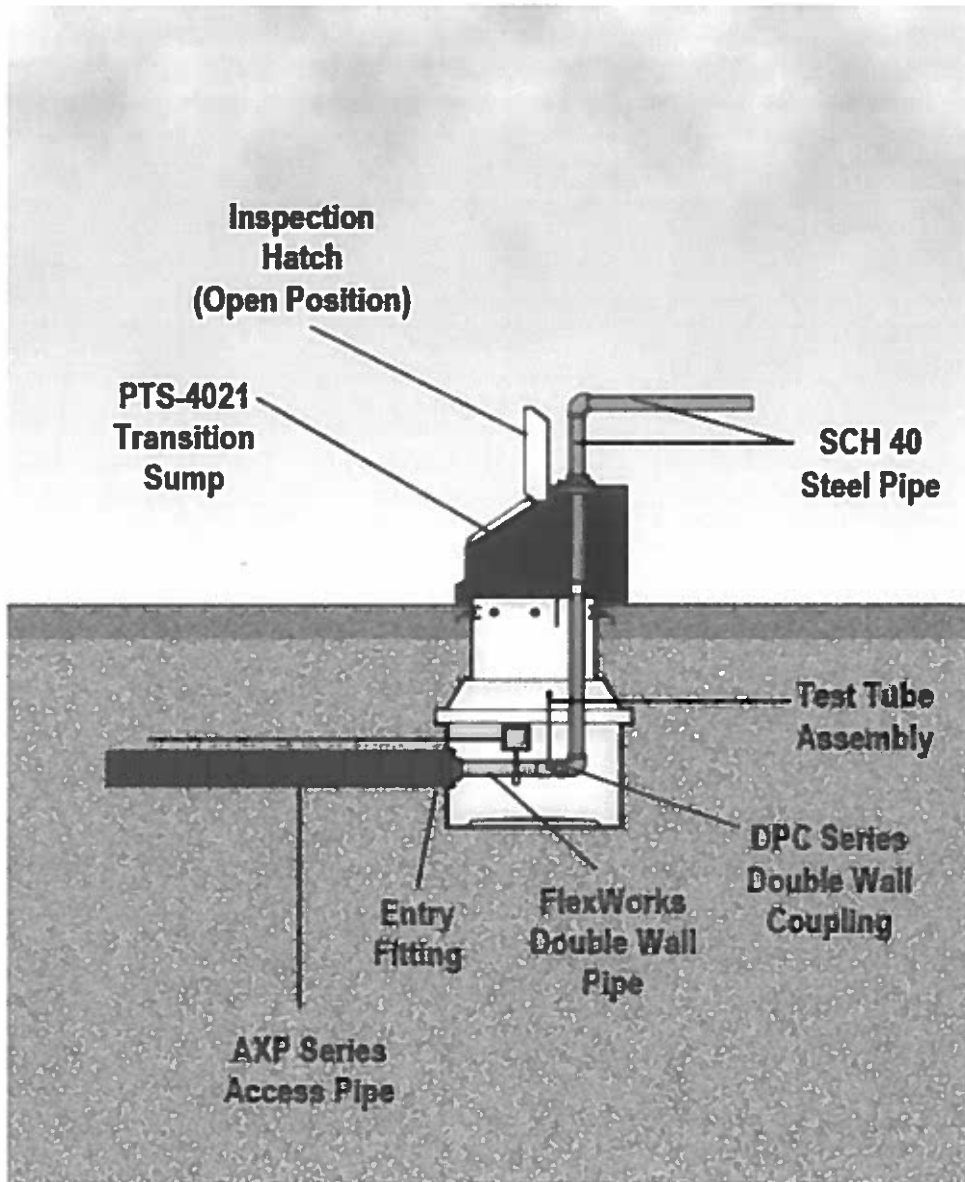
AST Applications



AST Applications



Transition Sump Assembly



NOTICE: FlexWorks by OPW, Inc., VAPORSAVER™ and all other OPW products must be used in compliance with all applicable federal, state, provincial and local laws, rules and regulations. Product selection is the sole responsibility of the customer and/or its agents and must be based on physical specifications and limitations, compatibility with the environment and material to be handled. All illustrations and specifications in this literature are based on the latest production information available at the time of publication. Prices, materials and specifications are subject to change at any time, and models may be discontinued at any time, in either case, without notice or obligation.

OPW warrants solely to its customer that the following products sold by OPW will be free from defects in materials and workmanship under normal use and conditions for the periods indicated:

OPW's exclusive obligation under this limited warranty is, at its option, to repair, replace or issue credit (in an amount not to exceed the list price for the product) for future orders for any product that may prove defective within the applicable warranty period. (Repairs or replacements are subject to prorated warranty coverage for remainder of the original warranty period). Complete and proper warranty claim documentation and proof of purchase required. All warranty claims must be made in writing and delivered during the applicable warranty period to OPW at OPW 9393 Princeton-Glendale Road Hamilton, Ohio, USA 45011, Attention: Customer Service Manager. No products may be returned to OPW without its prior written authority.

This limited warranty shall not apply to any FlexWorks or VAPORSAVER™ product unless it is installed by an OPW attested installer. This limited warranty also shall not apply to any FlexWorks, VAPORSAVER™ or other OPW product: unless all required site and warranty registration forms are

PRODUCT	WARRANTY PERIOD
FlexWorks Primary Pipe	10 years from date of manufacture
All Products Certified to California 2001 Standards*	1 year from date of manufacture or from date of installation registration (not to exceed 15 months from date of manufacture)
All other Products	1 year from date of manufacture

**Products certified to California 2001 Standards will have an OPW Registration Card enclosed/attached to the product.*

completed and received by OPW within 60 days of installation; unless all piping connections are installed with a nationally-recognized or state-approved leak detection device in each tank and dispenser sump (which are not for storage and from which all discharge hydrocarbons must be removed, and the systems completely cleaned, within 24 hours); unless testable sumps utilize FlexWorks pipe and access fittings; unless a sump inspection log or an EPA recommended/required checklist is maintained and the results are furnished to OPW upon request; and unless OPW is notified within 24 hours of any known or suspected product failure and is provided with unrestricted access to the product and the site. This limited warranty also shall not apply to any product which has been altered in any way, which has been repaired by anyone other than a service representative authorized by OPW, or when failure or defect is due to: improper installation or maintenance (including, without limitation, failure to follow FlexWorks Quick Reference Manual Installation Guide and all product warning labels); abuse or misuse; violation of health or safety requirements; use of another manufacturer's, or otherwise unauthorized, substances or components; soil or other surface or subsurface conditions; or fire, flood, storm, lightning, earthquake, accident or any other conditions, events or circumstances beyond OPW's control.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

OPW shall have no other liability whatsoever, whether based on breach of contract, negligence, gross negligence, strict liability or any other claim, including, without limitation, for special, incidental, consequential or exemplary damages or for the cost of labor, freight, excavation, clean-up, downtime, removal, reinstallation, loss of profit, or any other cost or charges. No person or entity is authorized to assume on behalf of OPW any liability beyond this limited warranty. This limited warranty is not assignable.

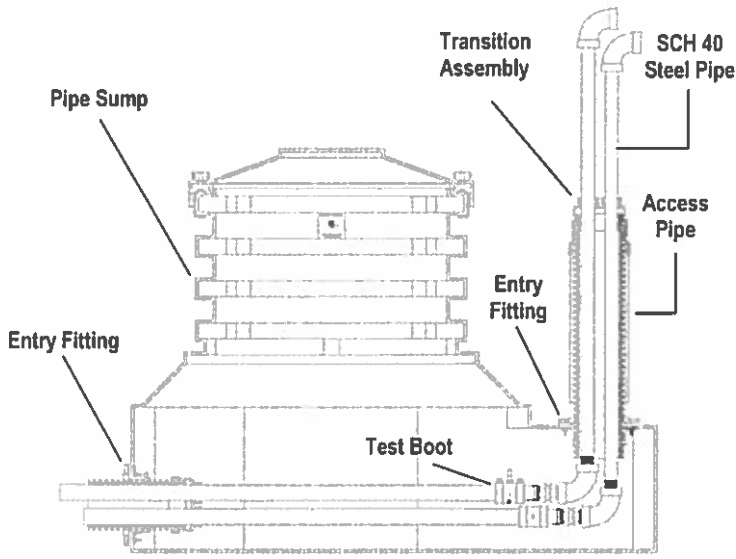


OPW Fueling Containment Systems
 3250 US 70 Business West
 Smithfield, NC 27577
 Customer Service: (800)-422-2525
 Customer Service Fax: (800)-421-3297
 Technical Questions: (877)-679-8324
 www.opwglobal.com

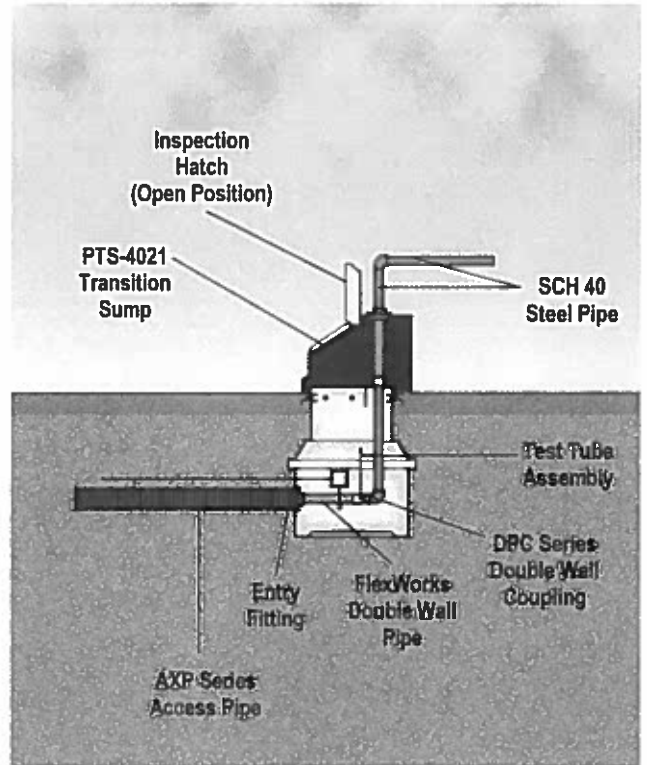
Part Number:	H14694M
Issue Date:	08-10-2011
Supersedes:	12-12-2000

83

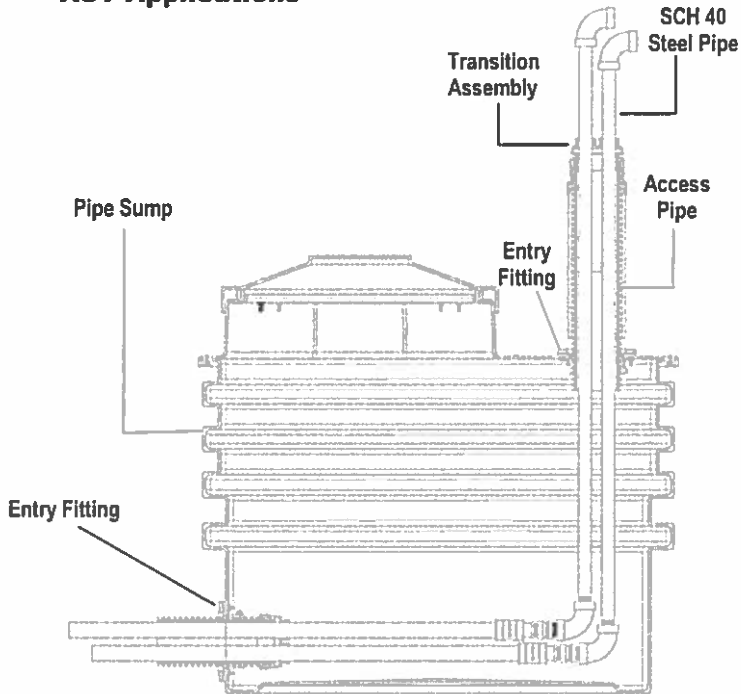
AST Applications



Transition Sump Assembly



AST Applications



mary pipe and couplings to be removed in the future for inspection, repair, or replacement without excavating or breaking concrete.

The Access Pipe is installed first between containment sumps or between a sump and a Transition Assembly that is used when the pipe is run through a concrete slab. The primary pipe is then inserted through the Access Pipe.

FlexWorks Piping is shipped in continuous rolls and is typically measured and cut to length at the job site. Pipe must be protected from damage before and during installation.

Step #1 - Prepare Trenches: Prepare Trenches in accordance with the requirements listed in the previous section.

Step #2 - Set Sumps:

Set FlexWorks Tank Sumps and Above Grade/Below Grade Piping Transition Sumps as required. See typical installation diagrams (Refer to individual FlexWorks Tank Sump and Transition Sump Installation Instructions).

- FlexWorks Tank Sumps are mounted on top of underground storage tanks to contain the pipe entries into the tank. Tank Sumps are available in various heights and are field adjustable to accommodate varying tank burial depths. Tank sumps are also available in diameters for use with both 36" and 42" manholes.
- FlexWorks Transition Sumps are used to contain and maintain access to the pipe fittings where the pipe transitions between the flexible pipe below grade and rigid pipe above grade. Transition Assembly is also available for use where the pipe comes through a concrete slab.

IMPORTANT: Support all sumps with adequate backfill up to the bottom of the pipe entry fittings. Make sure no voids are present under the sumps. Make sure 1/8" per foot minimum slope is maintained from the last dispenser sump in each piping run back to the tank.

Step #3 - Install Entry Fittings:

Install 4" FlexWorks Entry Fittings as required in FlexWorks Transition Sumps and Tank Sumps. (Refer to individual FlexWorks Entry Fitting Installation Instructions).

Step #4 - Install Pipe and Pipe Couplings:

- Install FlexWorks piping according to the guidelines found in the OPW Fueling Containment Systems *Flexible Underground Piping Manual* (Publication UPM-0001).
- Cut the pipe using a FlexWorks Pipe Cutting Tool (PCT-1000).
- Be careful not to kink the pipe. Check each section for damage before installation.

Step #5 - Install Pipe Couplings:

Using the FlexWorks Coupling Machine (CME-0110), attach the pipe couplings to each end of each pipe section (Refer to individual Installation Instructions supplied with the Cou-

pling Machine).

1. When Coupling 3/4" and 1" pipe, use the following swage kits - CSK-0075S (3/4" pipe) and CSK-0100S (1" pipe).
2. Unscrew the shaft from the Coupling Machine (CME-0110).
3. Insert the shaft for either the 3/4" or 1" pipe.
4. Place the 1.5" Swivel Faceplate (EG-CM-0170) on the Coupling Machine.
5. Place the 3/4" or 1" Faceplate on top of the 1.5" Swivel Faceplate.
6. Screw in the 3/4" or 1" Swage on the shaft.
7. Follow the instructions in the OPW Fueling Containment Systems *Flexible Underground Piping Manual* (Publication UPM-0001) for proper procedures for coupling the pipe.

Step #6 - Test the Access Pipe if Needed:

Connect a regulated air supply with a gauge to the air stem on the TBA-4175A. Carefully pressurize the Access Pipe through the air stem on the Test Boot (TBA-4175). (2 psig is customary; do not exceed 5 psig). Leave each line pressurized for one hour. Loss of pressure signifies a leak in the line that must be corrected before proceeding.

Step #7 - Sump Testing:

After all connections are made, fill the sumps with water 1" above the highest penetration fitting. A drop in the water level within 1 hour indicates a leak that must be corrected before backfilling.

Step #8 - Backfilling:

Rounded pea gravel with a minimum diameter of 1/8" and a maximum diameter of 3/4" should be used for backfill around sumps.

IMPORTANT: If installing Transition sumps in high water table areas, use pea gravel inside transition sumps as ballast to prevent the sump from floating up. A slotted pipe can be installed in one corner of the sump to allow monitoring for and removal of contained liquid.

Maintenance

OPW Sumps are designed to provide secondary containment of dispensers and piping connections. Sumps should be regularly inspected and checked for the presence of petroleum products. Damage or leaks in piping, sumps, and fittings should be repaired promptly. Third party approved liquid sensors should be installed in every sump. Any liquid present in the sump should be promptly removed and disposed of properly.

IMPORTANT: Please read all warnings and follow the installation instructions completely and carefully. Failure to do so will void all warranties and may cause product failure, or result in environmental contamination due to liquid leakage into the soil, creating hazardous spill conditions.

WARNING - DANGER: Using electrically operated equipment near gasoline or gasoline vapors may result in a fire or explosion, causing personal injury and property damage. Be sure that the working area is free from such hazards, and always use proper precautions.

Notice: OPW products must be used in compliance with applicable federal, state, and local laws and regulations. Product selection should be based on physical specifications and limitations and compatibility with the environment and material to be handled. All illustrations and specifications in this literature are based on the latest production information available at the time of publication. Prices, materials, and specifications are subject to change at any time, and models may be discontinued at any time, in either case, without notice or obligation.

OPW FlexWorks Fuel Oil Piping Systems are designed to provide a reliable, secondarily contained, underground fuel supply system to generators and boilers from remote fuel tanks. Typical applications include a 3/4" or 1" supply and a 1" overflow return line running from a remote AST or UST to a generator engine or boiler Day Tank. The underground piping runs typically includes FlexWorks supply and return lines inserted within a common 4" FlexWorks Access pipe to provide retractable access to, and containment of, the fuel lines. FlexWorks Fuel Oil Pipes are designed to be installed underground and contained within FlexWorks Access Pipe. The transition to above grade metallic piping is made either in a FlexWorks Above/Below Grade Transition Sump or through a concrete slab with a FlexWorks Fuel Oil Pipe Transition Assembly (PTA-4175). All underground connections must be contained within a FlexWorks Tank Sump or Transition Sump (See Assembly Diagrams on following pages).

I) Piping Trench and Pipe Burial Requirements

IMPORTANT: FlexWorks Fuel Oil Piping Systems must be installed in accordance with all prevailing Federal, State, and Local codes and all applicable FlexWorks Installation Instructions.

Piping Trench Requirements

Piping trenches should be dug in such a manner that the trench width is equal to at least twice the width of all the flexible pipes contained within. All piping within the trench should be separated by the outside diameter of the piping being installed with a required minimum of 2" (50 mm) of separation for all piping. Trench turns should be sweeping

rather than sharp angles. The bottom of the trench should be compacted and as uniform as possible to eliminate high spots to insure an even layer of bedding material under the pipe. Remove all sharp rocks and debris from the trench bottom before bedding material is installed.

Piping Burial Requirements

1. **Unpaved Surfaces** - If the surface is unpaved, then a minimum of 18" (457mm) of approved backfill material should be installed between the top of all flexible piping and the top of the ground surface.
2. **Paved Surfaces** - If the surface is paved with either asphalt or concrete, the total amount of pavement plus approved backfill material shall be a minimum of 18" (457mm) between the top of either the flexible piping and the top of the paved surface.
3. **Access Pipe Burial** - Whether the surface is paved or unpaved with either asphalt or concrete then there shall be a minimum of 16" (406mm) between the top of the Access Pipe and the top of the paved or unpaved surface.

Approved Bedding & Backfill Materials

Approved bedding and backfill materials for OPW-FCS's flexible piping sumps and Access piping shall meet the following specifications:

1. **Pea Gravel** - Rounded Pea Gravel is permitted with a minimum diameter of 1/8" and a maximum diameter of 3/4".
2. **Crushed Stone** - Crushed stone is permitted providing it shall be washed clean and be of the free flowing type with an angular stone size between 1/8" and 1/2". (Meets ASTM C-33 paragraph 9.1 requirements.)
3. **Sand** - Sand backfill is permitted providing it shall be washed clean and is free flowing with a maximum content of 10% fines. When backfilling, make sure sand is evenly distributed and fully compacted under and fully around the piping.

NOTE: A minimum of 6" (152mm) of approved bedding material shall be spread and compacted evenly along the bottom of the piping trench. All bedding and backfill material should be clean and free from ice and snow and debris. Using material other than those described above without written approval from OPW Fueling Containment Systems will void the product warranty.

II. System Installation

FlexWorks retractable Fuel Oil Piping Systems consist of FlexWorks primary pipe fuel oil pipe runs installed in FlexWorks corrugated Access Pipe.

Retractable systems utilize Access Pipe to allow the pri-

INFORMATION ITEM - A

DATE: December 18, 2018
RE: Hiring – Advertising for Record Specialist
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- Port is required to maintain and archive public records from two years all the way up to permanent retention.
- This position would be a new for the Port of Brookings Harbor. Typically, the Administrative Assistant would cover some of the recordkeeping responsibilities.
- The Record Specialist position would include archiving the old Port documents as well as keeping up with the current documents. This position would be fully responsible for ensuring all commissioner meetings are recorded and minutes of the meeting completed within days of the meeting.
- Roles and responsibilities would be developed for this position for Board review. This position would start out as part-time and could work into full-time.

DOCUMENTS

- None

INFORMATION ITEM - B

DATE: December 18, 2018
RE: Security Service Contract for 2019
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- South Coast Knight Security is currently providing security for the Port from 10pm to 4am. SCKS patrols Port properties, close RV Park gate at 10pm, close restrooms at 10pm and reopen at 4am, remove individuals from the RV Park that are not guests after 10pm, remove individuals from Port properties that do not belong after 10pm and provide daily reports of any incidents. Total patrol time was increased in June 2018 to two hours per day on Port properties.
- The original contract with SCKS was approved and signed February 14, 2017. Contract was for one-year term, one hour per day at \$1,000 per month, with a review after one year. Contract with SCKS was not renewed at the anniversary date and has continued to this date.
- Per Resolution No. 368 Public Contracting Rules and Prescribing Rules and Procedures for Public Contracting, Section IV Delegation, (3) **All public contracts estimated to cost \$5,000 or more in a calendar year must be approved by the Board of Commissioners.** All public contracts estimated to **cost less than \$5,000 in a calendar year** may be entered into by the Port Manager or designee without Board approval. However, emergency contracts may be entered into by either the Board or the Port Manager or designee pursuant to Section VII of these Rules, regardless of dollar limits, subject to ORS 294.455 (Authorization to receive grants or borrow or expend moneys to respond to public emergency).
- Port will request new security quotes per Resolution No. 368 for the calendar year 2019 and bring to the Board for approval.
- Port will schedule a Special Meeting to discuss Port Security on Friday December 21, 2018, 3pm at the Port Meeting Room Suite 103.

DOCUMENTS

- None

INFORMATION ITEM - C

DATE: December 18, 2018
RE: Green Building Advertisement
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- Board of Commissioners approved placing advertisement in local newspaper for 30 days requesting proposals on the Green Building during November 20, 2018 meeting.

DOCUMENTS

- Advertisement to be used in the Pilot and Triplicate Newspapers. Same advertisement be used on Port website. 1 page
- Letter to Board of Commissioners, The Sage Building Cultural Center, Port of Brookings – Harbor Community History, 2 pages



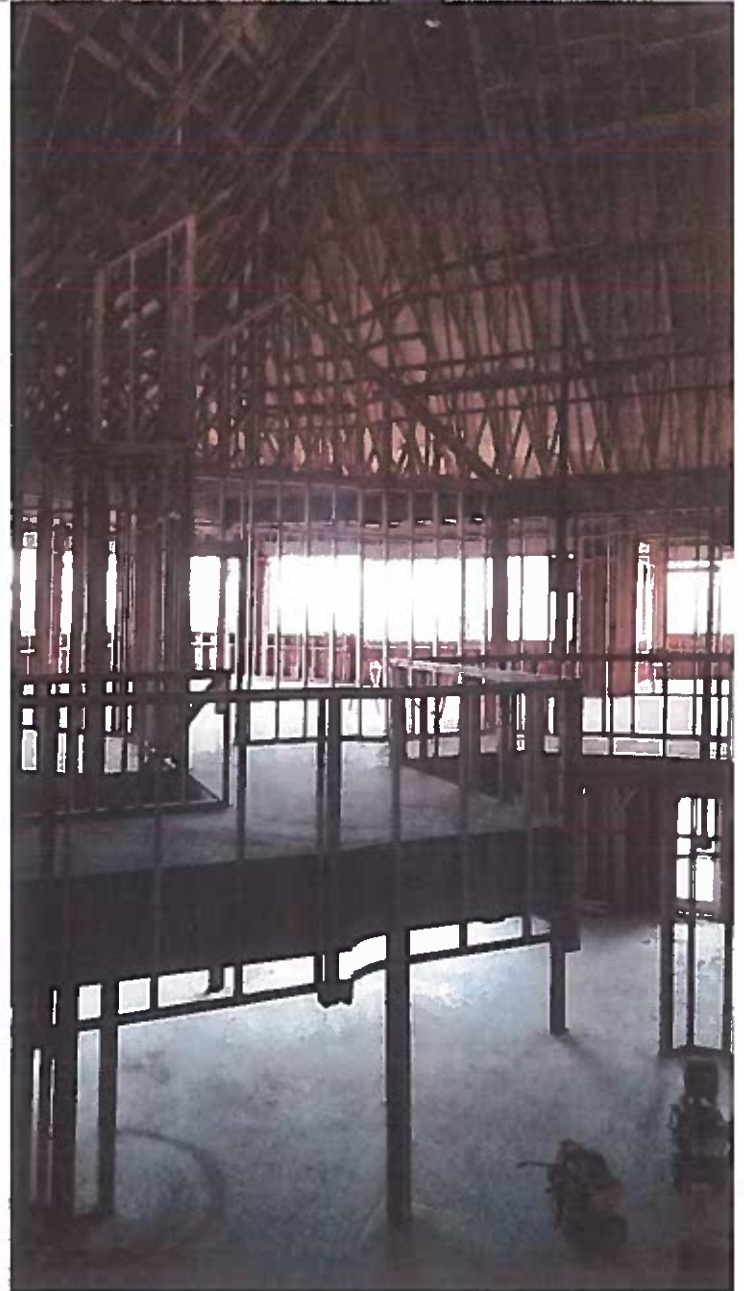
THE PORT OF BROOKINGS HARBOR IS SEEKING FORMAL PROPOSALS FOR THE "GREEN BUILDING" LOCATED AT THE PORT ON LOWER HARBOR ROAD TO INCLUDE: PURCHASE AND LEASE. MARKETING/REAL ESTATE AGENCIES ARE WELCOMED.

DEADLINE TO APPLY IS JANUARY _____, 2019 FOR CONSIDERATION.

**PORT OF BROOKINGS HARBOR,
16330 LOWER HARBOR RD, BROOKINGS OR 97415,
(541) 469 - 2218**



DRAFT



The Sage Building Cultural Center
Port of Brookings – Harbor Community History

The following is a prospectus for the long term use of a Port asset and property that should remain Port property.

I believe that the facility as built can be used to portray the history of our great community. To become a facility that houses cultural history of all the Native American Tribes that used this area. To show the progress of the timber industry, the railroad, the fishing industry and our military heritage.

This writer believes the property and facility should be kept in the Ports control. The expense of renovation and completion of the project can and will be funded from multiple sources here in outlined. If done properly the center will provide an ongoing and thorough learning tool for the public, tourism and hands-on scholastic teaching. Because the building is handicap accessible, no one is left out.

As I have traveled the Oregon Coast, one thing I have noted in most of the towns of any size is a display of the history or historical significance of the area. Brookings seems to lack that. I propose that contact be made with all the local tribes to offer an opportunity to be represented inside this facility with historical information on each tribes personal struggles that has brought them to where they are today and allows the opportunity to update as time marches on. This same senerio would replay for the timber industry, fisheries and the railroad. Each group would have a room inside the facility with hands on interactive teaching of their history and showing the importance of each to our community.

From a military standpoint, our community was also shaped. The bomb site and subsequent fears kept the Chetco Bridge from being illuminated until the late 1990's or early 2000's. Does any one know why that bridge is named the B.A. Dot Martin Bridge?

The second floor of the facility design calls for a restaurant that has an amazing view. To couple with this developing theme, here would be a cafe by day but also a banquet facility that could seat several hundred – something not found elsewhere in town.


The kitchen area is massive and could easily accommodate this undertaking. The operation of this portion of the facility could be offered to such a group as the Wounded Warrior Project.

Another community shaping interest to be included is the agriculture and dairy industry. Even today we have a creamery in our area that produces world class cheese. The lily fields and growers were some of the areas largest work force employers.

On the main floor, you would have a large commons area available for displays by lease. Upstairs could have space for the port offices and U.S.F.S., while the banquet room could include a stage and screen for additional income and large community gathering area.

All the groups mentioned in this prospectus have available to them grants and other funding available for this type of community awareness project. Out state has funds available for these type projects as well. Tourism dollars, cultural awareness grants and Oregon Lottery dollars just to name a few.

We still have a few "old timers" with us that can help shape and give input to all the areas I have mentioned, however; time waits for no Man!~


Tim Harkin
466-2082

INFORMATION ITEM - D

DATE: December 18, 2018
RE: BC Fisheries Dock Surface
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- BC Fisheries dock surface had an epoxy treatment installed by Jonnic Construction, a subcontractor to Dave Hoover Construction Inc., on September 14, 2018. Several days later the Port's crew noticed the unraveling of the epoxy surface.
- Fast forward to November 26, 2018, the Port was informed by the tenant that the surface could become a safety, FDA and possible DEQ issue. Pictures were taken of the surface and Dave Hoover Construction and Dave Gowers Engineering were notified of this condition.
- December 3, 2018 Jonnic Construction and Dave Hoover Construction began removing the loose materials. By December 5, 2018 with the help of Port staff all loose materials were removed from the dock surface and drains. Some epoxy still remains on the surface, which over time, will come loose and will need to be removed. At this time, Port believes the safety, FDA and DEQ issues are resolved.
- The manufacturer of the product believes the preparation of the surface prior to application was not perform per manufacturer recommendations. With weather conditions and upcoming crab and shrimp season, reapplying the epoxy is not recommended.
- Dave Hoover Construction was paid in full for this work November 7, 2018.
- Further investigation of this issue is ongoing, and any other developments will be brought to the Board.

DOCUMENTS

- 9-17-18, 2 photos
- 11-26-18, 10 photos
- 12-03-18, 11 photos
- 12-05-18, 3 photos



9-17-18

9-17-18



12/6/2018

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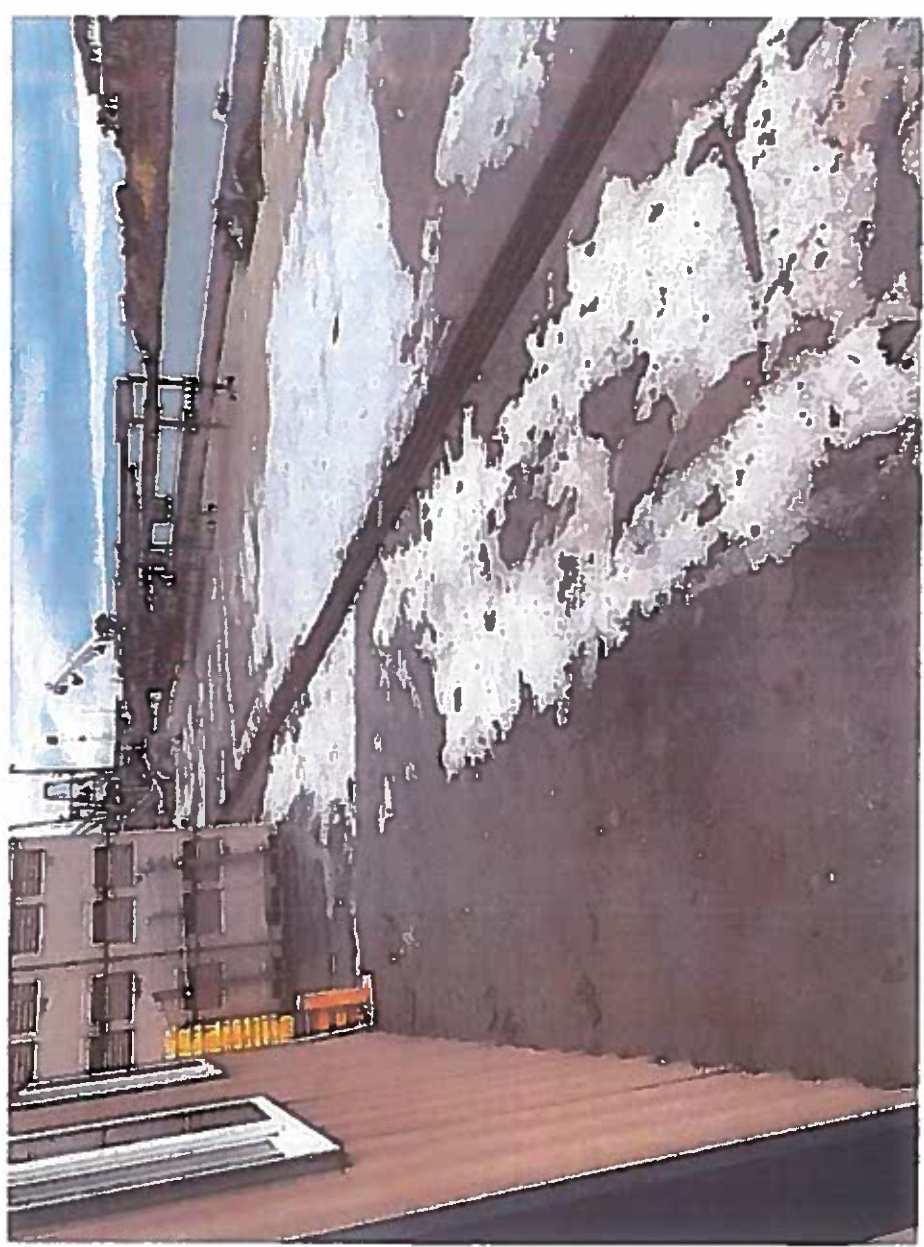


11-26-18

96

12/6/2018

IMG_0058.jpg



11-26-18

9

<https://mail.google.com/mail/u/0/?pli=1#inbox?projector=1>

12/6/2016

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11-26-18

98

<https://mail.google.com/mail/u/0/?ui=1#inbox/FMfcgxyzMBhFRJbSJRTMcpkmRakCdfn?projector=1&messagePartId=0.3>

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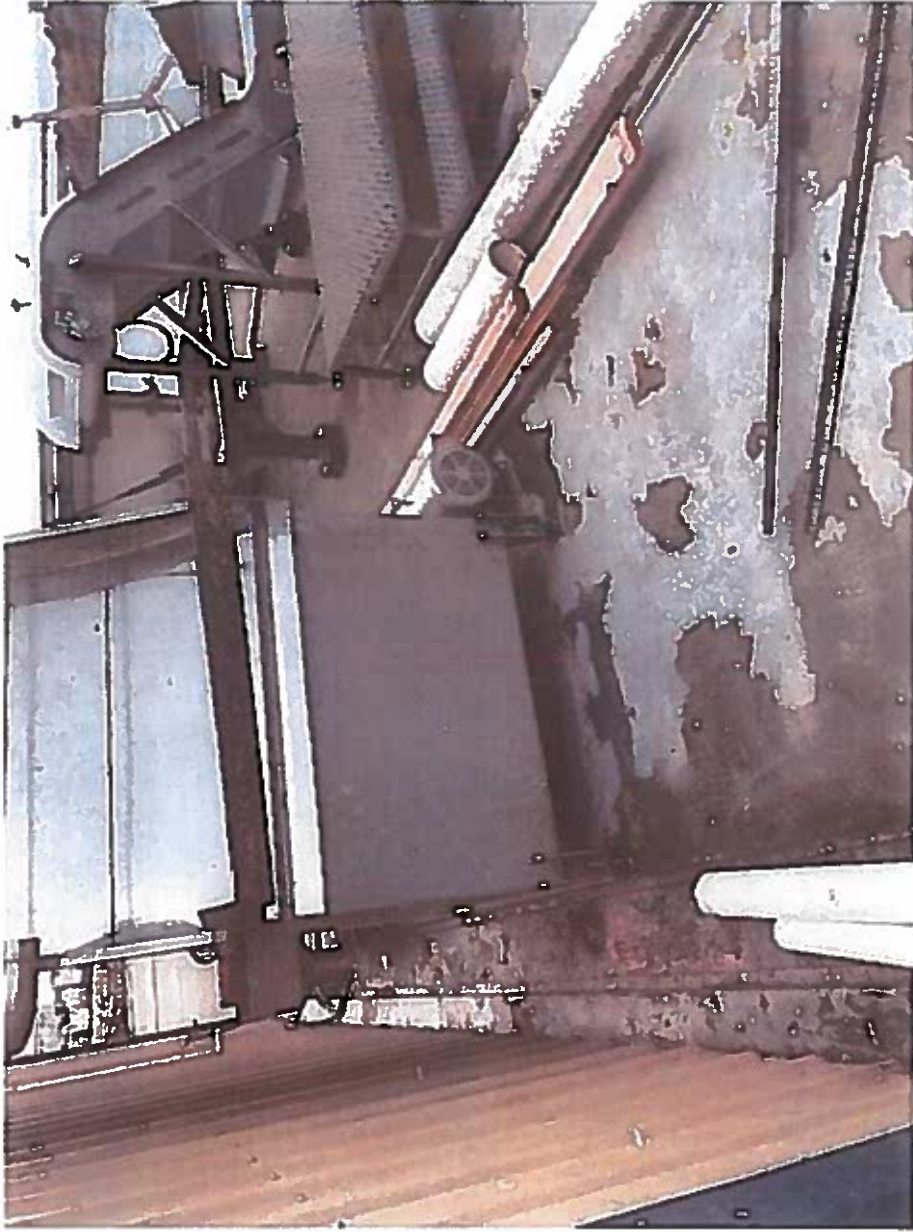


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12/6/2018

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12-3-18

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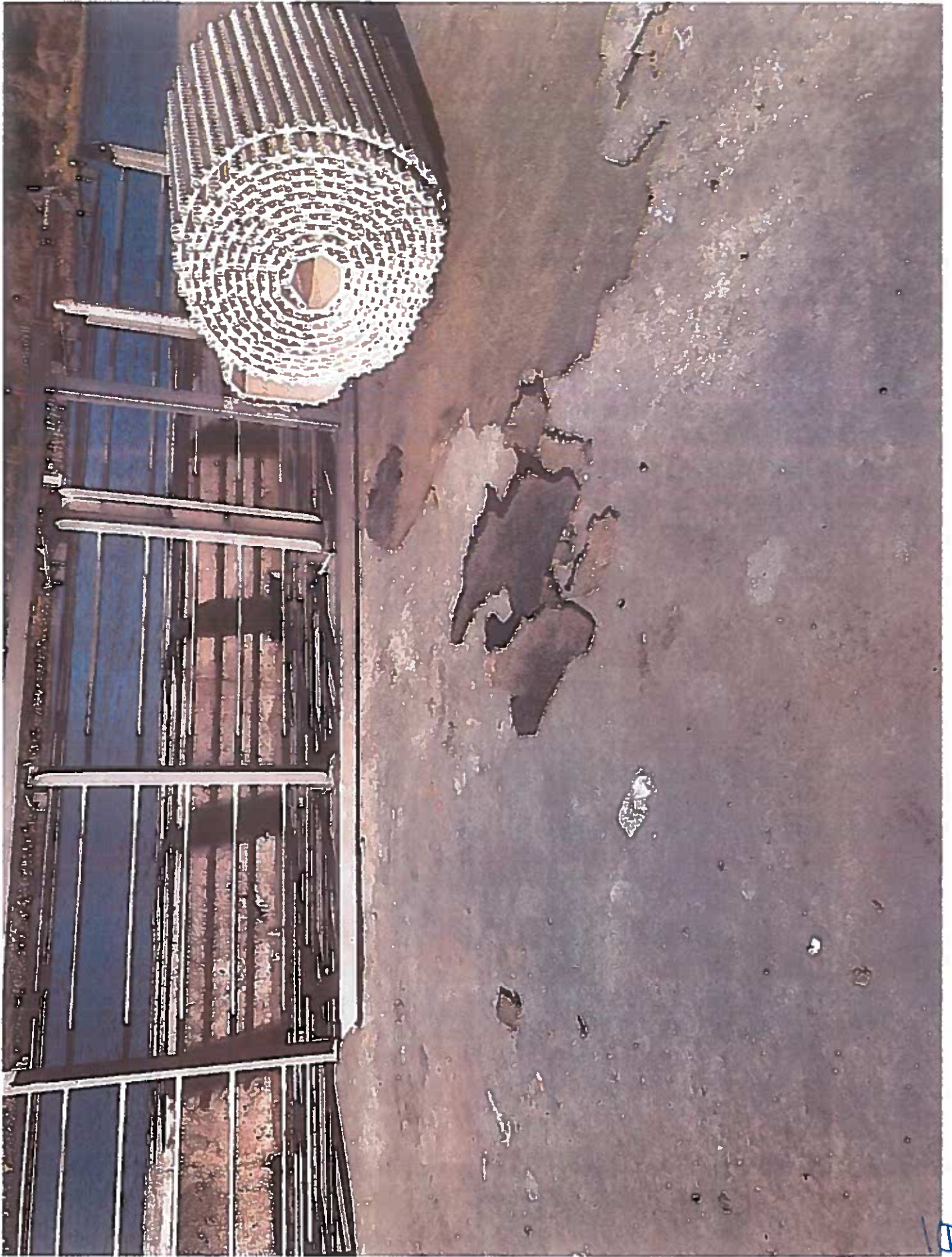
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107



12-3-18

108



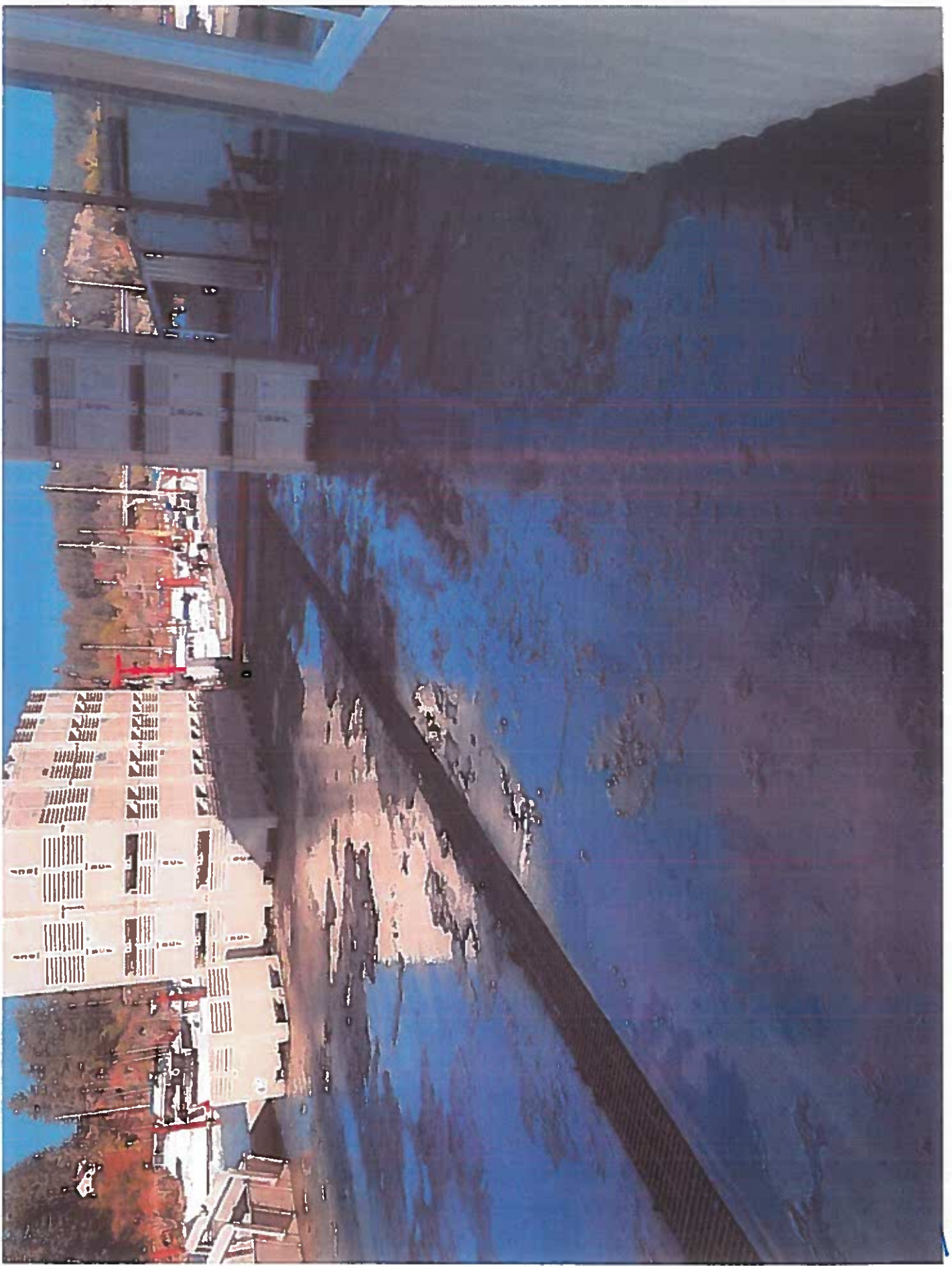
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109



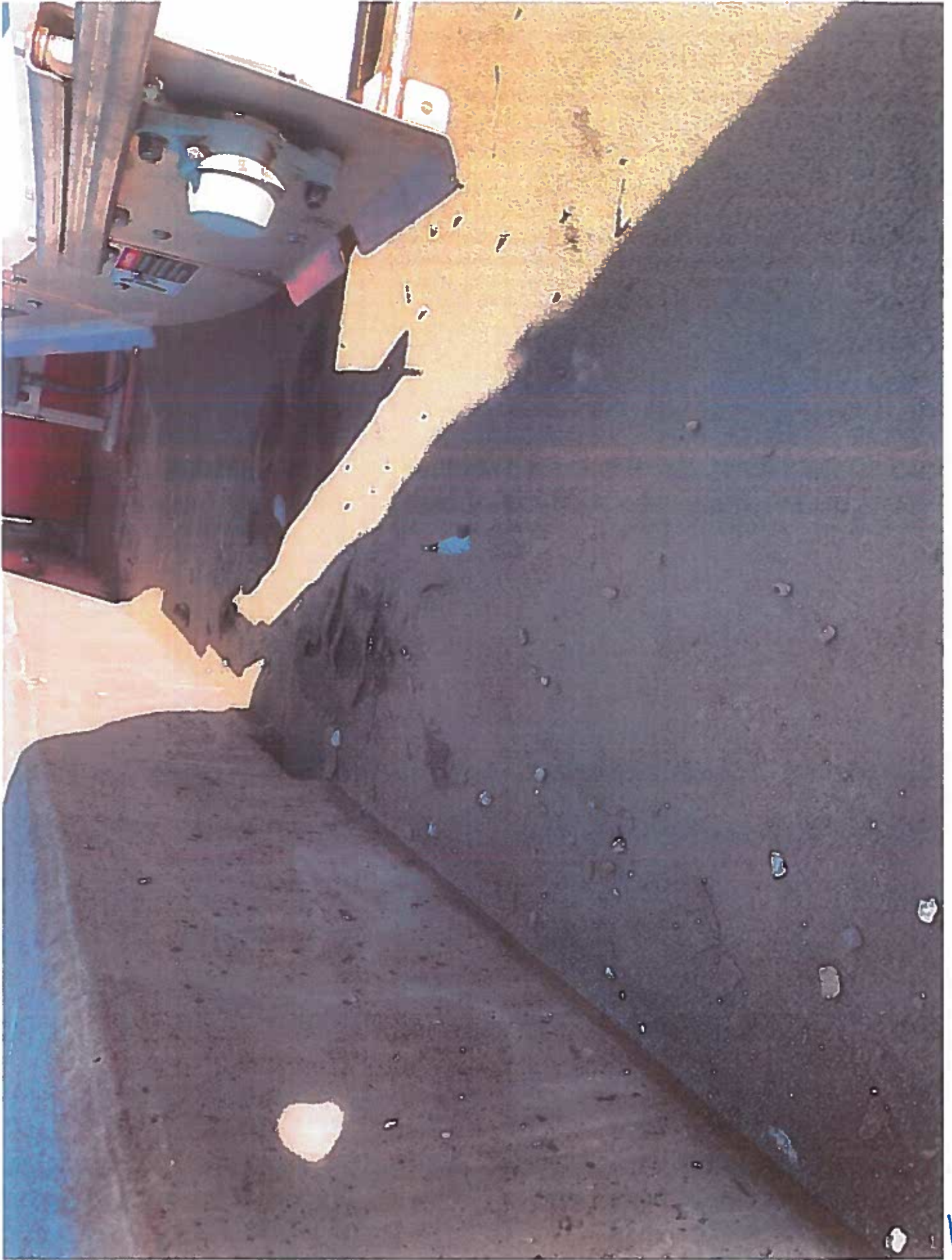
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12-3-18

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12-3-18

112



12-3-18

113



12-3-18

114



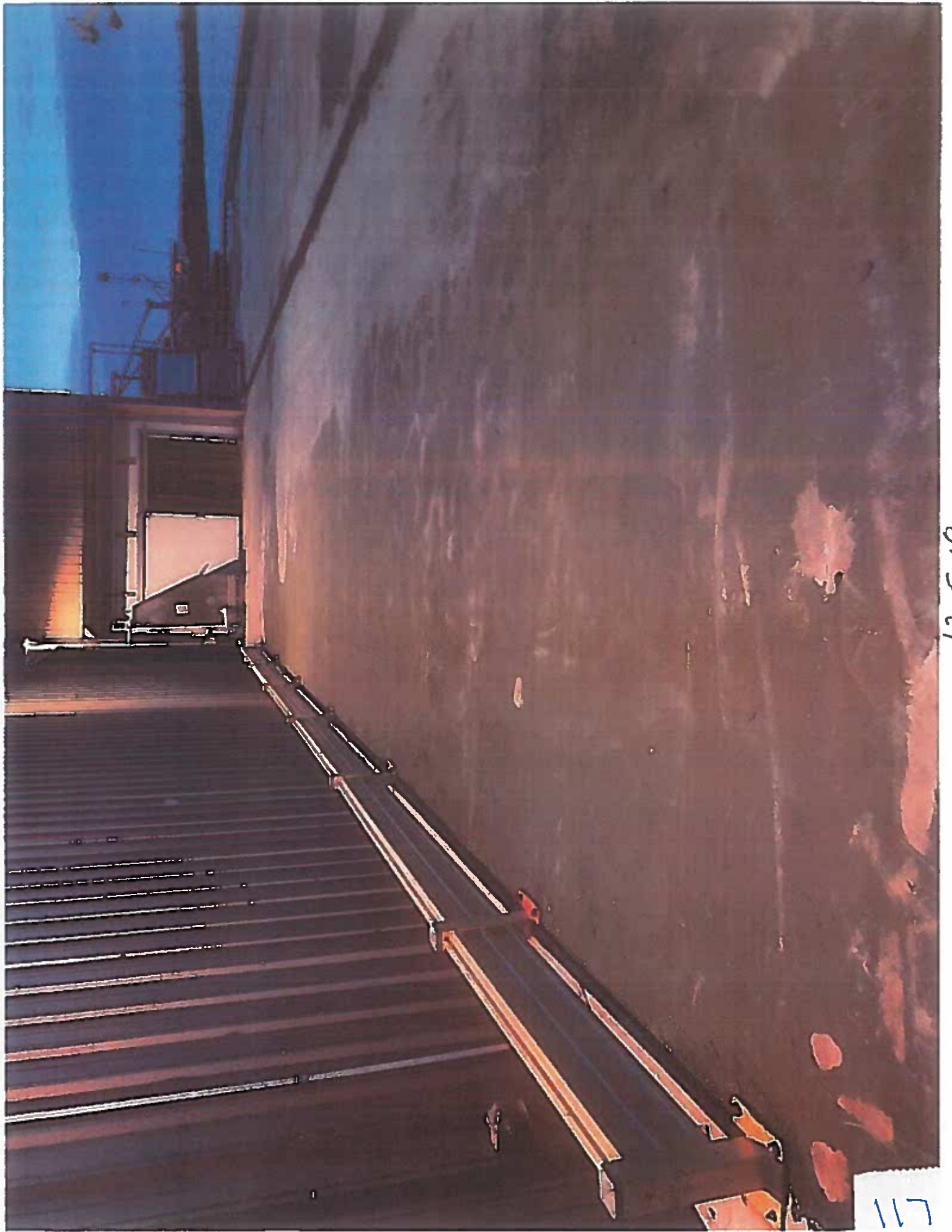
12-3-18

115



12-3-18

116



12-5-18

117



12-5-18

118



119

12-5-18

INFORMATION ITEM - E

DATE: December 18, 2018
RE: Stormwater (Storm Drains and Righetti's Flooding Issue)
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

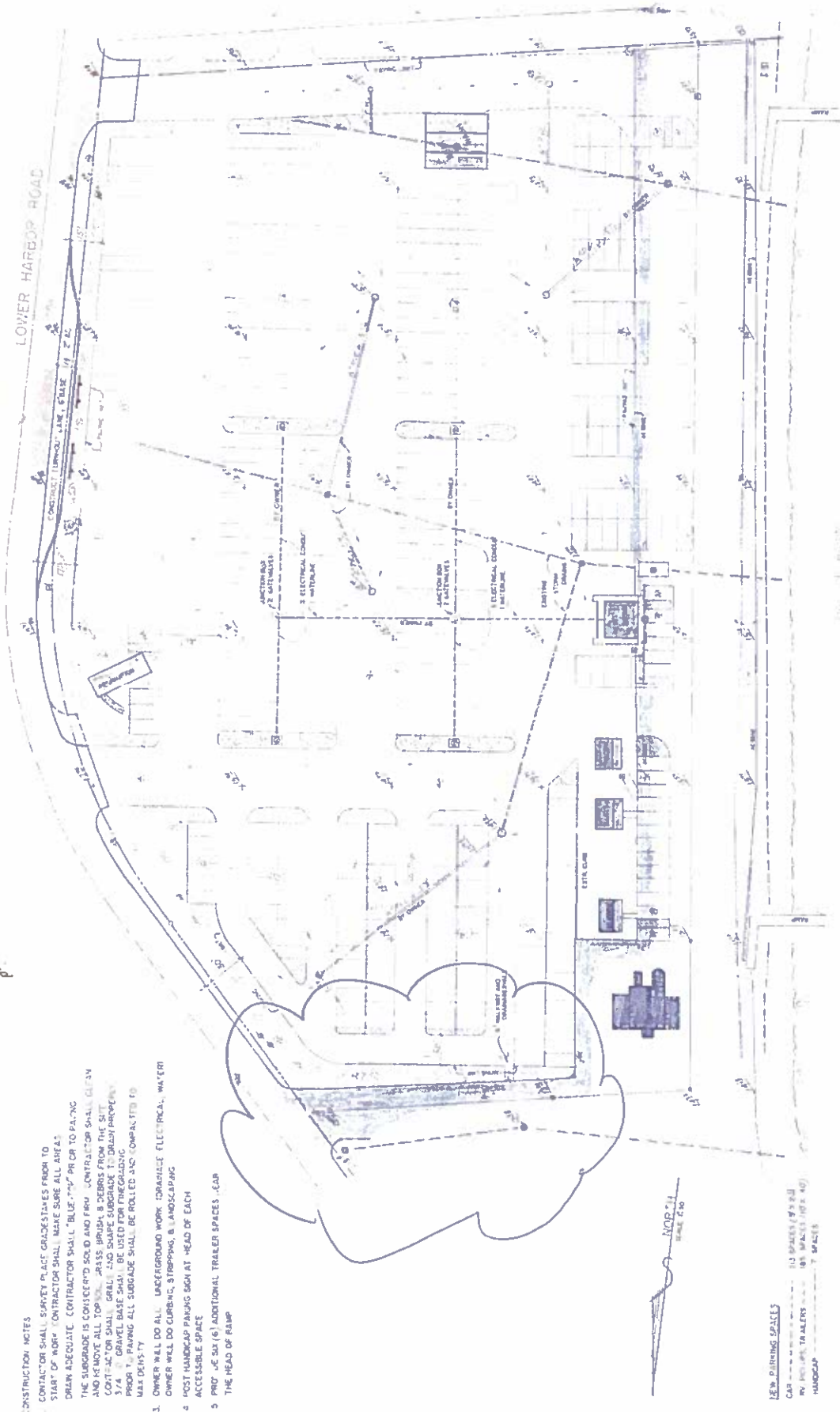
OVERVIEW

- Board requested Port staff to meet with County Roadmaster and schedule a Port tour once both entities were ready. Port staff has met with the County Roadmaster and the Port has more questions for the County. The Port would like to get our questions answered, if possible, before moving forward.
- Another option for the Port Board of Commissioners to think about is a meeting with County Commissioners once we have all the information collected.
- On the Righetti flooding issue, the flooding has been occurring for years when the County's storm drain overflows from heavy downpours. The overflow crosses over Lower Harbor Road, enters the main entrance into the Retail Center and rushes across the parking lot towards the Righetti's property. The water enters through a driveway opening in the landscape area along the north side of the parking lot. Currently, sandbags are placed across the driveway opening all winter long to divert the water.
- Port staff has found 1993 as-built drawings of the Retail Center parking lot. 1996 and 1997 updated drawings of the parking lot and storm drains. All the drawings do not show a driveway opening along the north side.
- Port staff is recommending installing the landscaping island as shown on all the drawings. Installing the island should reduce the flood issue at Righetti's property.
- Port staff believes the cost of this work would fall under the \$5,000 limit for Board approval.

DOCUMENTS

- 1993 As-built Drawing, 1 page
- 1996 Drawing, 1 page
- 1997 Drawing, 1 page

Project Review



- CONSTRUCTION NOTES
1. CONTRACTOR SHALL SURVEY PLACED GRADES PRIOR TO START OF WORK. CONTRACTOR SHALL MAKE SURE ALL AREAS DRAIN ADEQUATE. CONTRACTOR SHALL "BLUE-TOP" PRIOR TO PAVING. THE SUBGRADE IS CONSIDERED SOLID AND FIRM. CONTRACTOR SHALL CLEAN AND REMOVE ALL TOP SOIL, GRASS, BRUSH, & DEBRIS FROM THE SITE. CONTRACTOR SHALL GRILL AND SHAPE SUBGRADE TO DRAIN PROPERLY. GRAVEL BASE SHALL BE USED FOR FRICTION. PAVING ALL SUBGRADE SHALL BE ROLLED AND COMPACTED TO MAX. DENSITY.
 2. OWNER WILL DO ALL UNDERGROUND WORK (DRAINAGE, ELECTRICAL, WATER).
 3. OWNER WILL DO CURBING, STRIPPING, & LANDSCAPING.
 4. POST HANDICAP PARKING SIGN AT HEAD OF EACH ACCESSIBLE SPACE.
 5. PROVIDE SIX (6) ADDITIONAL TRAILER SPACES (CAR THE HEAD OF RAMP).

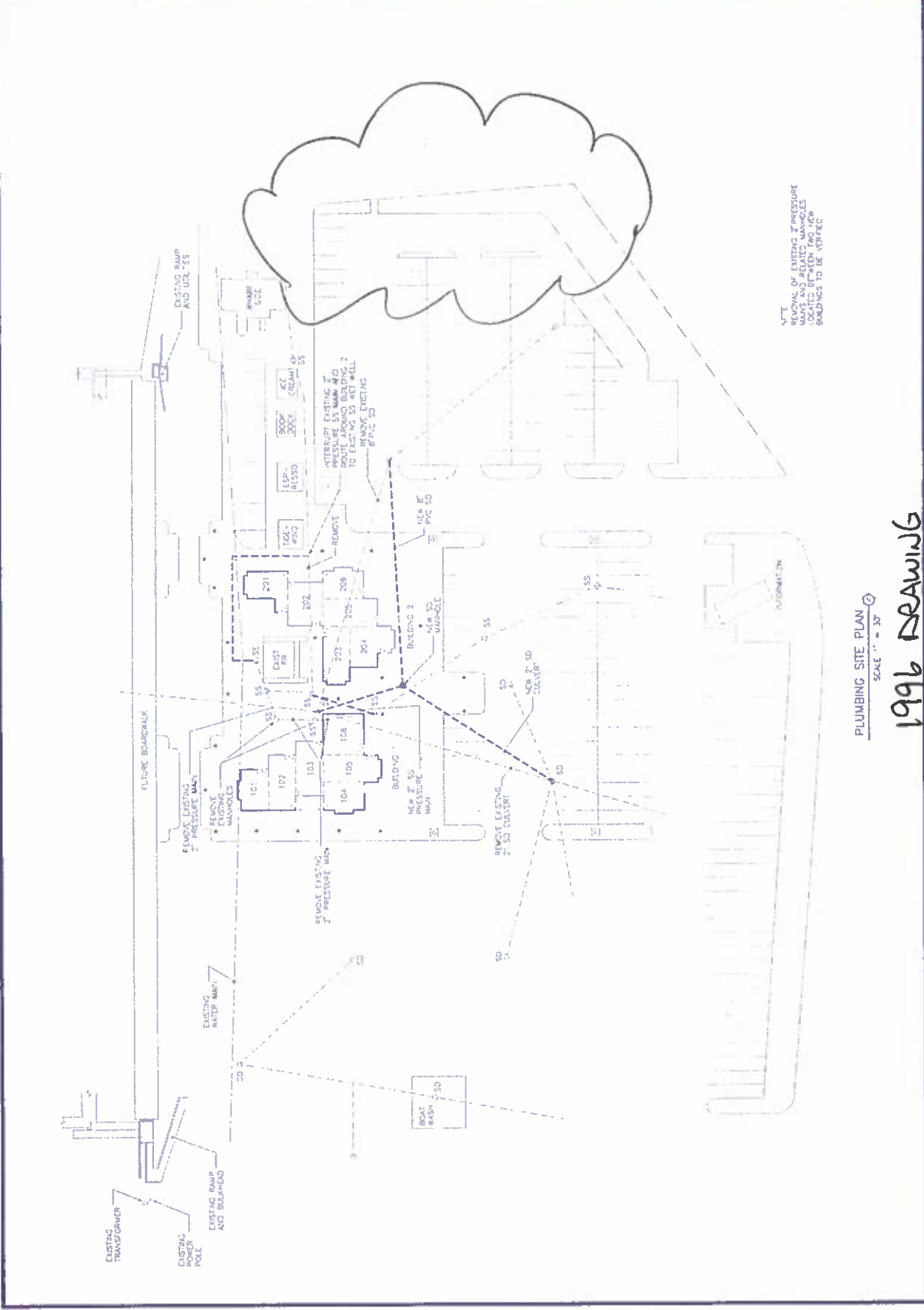
NEW PARKING SPACES
 CAR SPACES (9' x 20')
 TRAILER SPACES (10' x 40')
 HANDICAP SPACES

PARKING PLAN
 SPORT BOAT BASIN
 PORT OF BROOKINGS-HARBOR

FIG. 10 - BROOKINGS

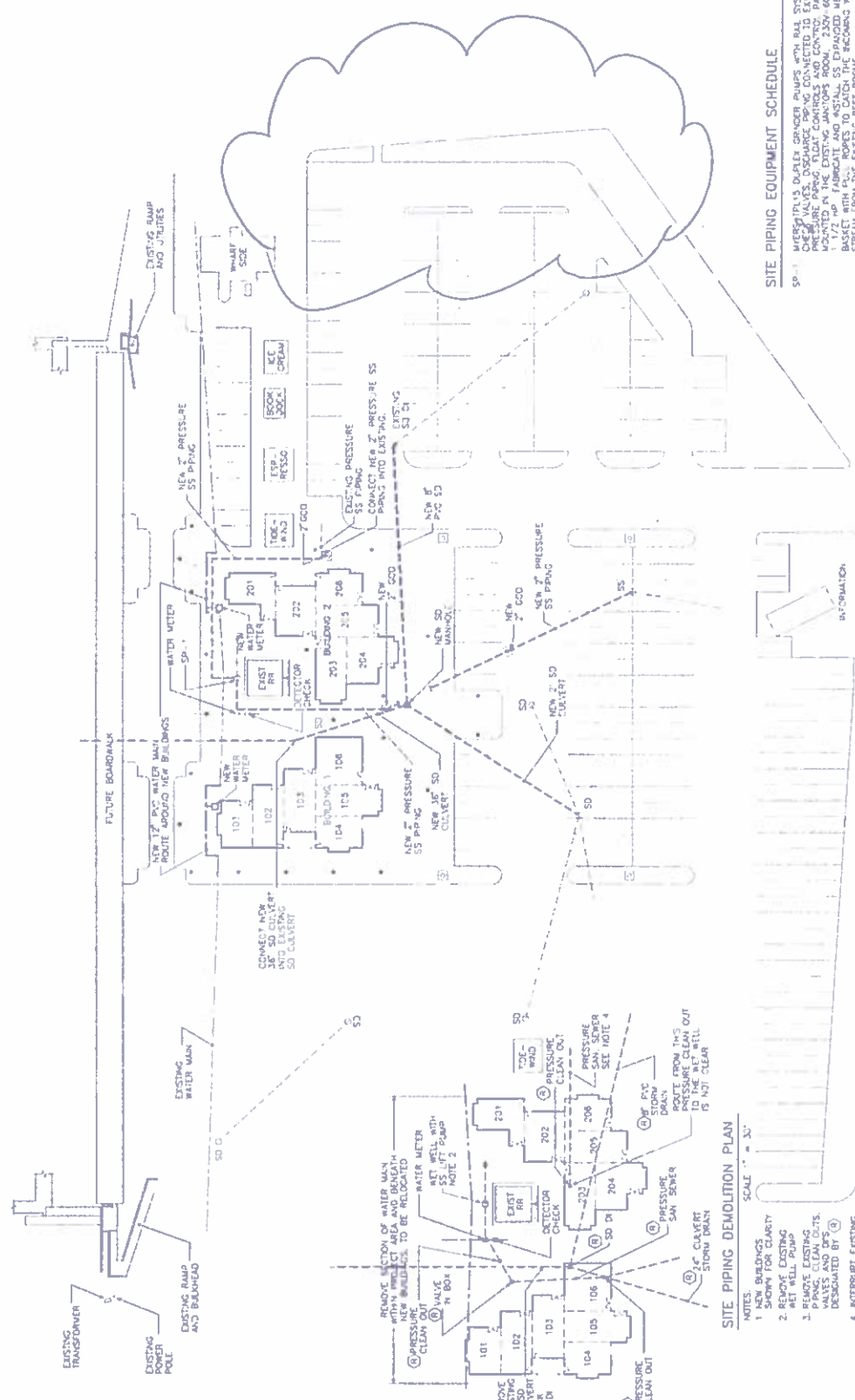
T. FLATEBO & ASSOCIATES
 CIVIL ENGINEERS
 GOLD BEACH, OR
 724 S. 2nd St.
 Phone: 325-2151

1993 Drawing



NOTE:
 REMOVAL OF EXISTING 2\"/>

PLUMBING SITE PLAN
 SCALE: 1" = 30'
 1996 DRAWING



SITE PIPING EQUIPMENT SCHEDULE

- SP-1: 1/2" IPS PLUS DUELEX SPRINGER PUMPS WITH RAIL SYSTEM, PRESSURE TANK, FLOTT CONTROL AND CONTROL PANEL MOUNTED IN THE EXISTING JANITORS ROOM, 230V 60HZ - PH. 1/2" IPS 10' ABOVE FINISH FLOOR. 5" EXPANDED METAL BASKET WITH FAN COOLING TO PREVENT OVERHEATING. STREAM FROM THE EXISTING REST ROOMS.
- PRESSURE SCHEDULE: 40 PVC WITH SOLVENT WELDED FITTINGS.
- STORM: NON-PERFORATED CORRUGATED POLYETHYLENE PP-NG DRAIN CONFORMING TO AASHTO M 294, INSTALLED IN CONFORMANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- NEW: CORRUGATED GALVANIZED STEEL.
- EXISTING: CORRUGATED GALVANIZED STEEL.

PLUMBING SITE PLAN
 SCALE: 1" = 30'

1997 DRAWING

SITE PIPING DEMOLITION PLAN
 SCALE: 1" = 30'

- 1. NEW BUILDINGS SHOWN FOR CLARITY.
- 2. REMOVE EXISTING MET WELL PUMP.
- 3. PIPING CLEAN OUTS, VALVES AND DE'S DESIGNATED BY (A).
- 4. INTERRUPT EXISTING WATER MAIN AND REMOVE PORTION UNDER NEW BUILDING.
- 5. EXISTING WATER METER AND DETECTOR CHECK TO REMAIN IN SERVICE.

INFORMATION ITEM - F

DATE: December 18, 2018
RE: 2017-18 Fiscal Year Audit Extension
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- Port received approval from the State to extend the deadline to March 31, 2019.
- The State did place a note on the extension approval which reads; The Port has historically been late filing required audits. The Port should continue to prioritize the audit as future requests for extensions of time to file will be closely scrutinized.
- 2016-17 Fiscal Audit was the first time in many years the filing was on time. Planning, organizing, staffing and scheduling must be done early to prevent late audit filing.
- In a few months, Port will need to secure a CPA for 2018-19 Fiscal Year Audit. Audits are due 6 months after the fiscal year ends, December 31.

DOCUMENTS

- Secretary of State, Division of Audits, Extension Request, 1 page

**SECRETARY OF STATE
Division of Audits
EXTENSION REQUEST**

muni # 1059

Request for extension of time to file an audit or review report provided by ORS 297.465.

1. Municipal Corporation: Port of Brookings Harbor
2. Address: PO Box 848 Brookings OR 97415
(Mailing address) (City) (State) (Zip)
3. Audit Period: 07/01/2017 to 06/30/2018

ORS 297.465(3)(a)

The municipal corporation shall file the audit report with the Secretary of State within six months after the close of the calendar or fiscal year under audit, unless the Secretary of State, for good cause shown, grants to the municipal corporation a reasonable extension of time.

Expected Delivery Date:

- a. I hereby request an extension of time to 03/31/2019 to deliver the audit report of the above named municipal corporation.
(Date)

Cause:

- b. The cause(s) of the delay is as follows:

The Port of Brookings Harbor has endured many unforeseen obstacles this past year. The Port Manager was terminated on January 5, 2018. This led to the resignation of two commissioners and additionally the recall of two commissioners late May 2018.

Another setback occurred on September 4, 2018. The Port received notice from prior auditor, Grimsiad & Associates, on their decision to resign as the Port's auditor due to time restraints. The Port immediately started solicitation process to locate an auditor. Using your list of municipal auditors, we sent several recruitment letters via e-mail and USPS. After receiving no response, Port Interim Manager called in attempts to retain service. Most responded with declines citing time restraints, workload and the availability of personnel.

CJ Huntsman CPA PC has agreed to audit the fiscal year 2017-18 with request for extension to 03/31/2019 due to the time frame given.

4. Municipal Corporation:

This request is by

Gary Dehlinger Port Manager 12/10/2018
(Name & Title) (Date)
accounts@portofbrookingsharbor.com
(email address)

5. Independent Accountant:

Connie Huntsman CPA 09/24/2018
(Name & Title) (Date)
93733 Central Ln Coos Bay, OR 97420
(Mailing Address)
connie.biz@charter.net
(email address)

7. Secretary of State Division of Audits:

This request is Approved
 Disapproved

mgk 12.10.18
(Name) (Date)

Municipal Audit Manager
(Title)

Reason for Disapproval: *Please note: The port has historically been late filing required audits. The port should continue to prioritize the audit as future requests for extension of time to file will be closely scrutinized.*

<p>Electronic (email) to:</p> <p><u>municipalfilings.sos@state.or.us</u></p>	<p>OR</p>	<p>Mail hardcopy to:</p> <p>Secretary of State, Audits Division 255 Capitol Street NE, Suite 500 Salem, Oregon 97310.</p>
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INFORMATION ITEM - G

DATE: December 18, 2018
RE: Pacific Ocean Harvesters Lease Request
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- Port received a letter through a Commissioner from Pacific Ocean Harvesters requesting to open Lease negotiations.

DOCUMENTS

- Letter Dated December 4, 2018 from Pacific Ocean Harvesters, 1 page

December 4, 2018

To: Port of Brookings

Subject: Addenda to Pacific Ocean Harvesters Lease

Board of Commissioners,

As owner of Pacific Ocean Harvesters, I would like to address my lease. Currently I am half way through my ten-year lease. In the past five years my business has grown from almost nothing to a local asset and a tourist destination. It is in the best interest of the Port of Brookings and Pacific Ocean Harvesters to keep this business going in the future. In order to secure a future here I would like to make the following changes to my lease.

- 1) Start a new lease for ten years as of the 1st of the 2019 year.
- 2) Lease to be transferable.
- 3) Option to renew lease at the end of the term, for another ten years and with the same conditions as the first term.

Please consider this proposal and get back to me as soon as possible.

Russell Burkman

541-661-7248 cell

541-251-3643 work

pacifioceanharvesters@gmail.com

OM	_____	AA	<u>BS</u>
HR	_____	AA	_____
DD	_____	RVP	_____
FD	_____	FA	<u>KB</u>
HM	<u>TW</u>	PM	<u>[Signature]</u>
	SCAN		<u>KB</u>



ACTION ITEM # 8

DATE: December 18, 2018
RE: Strategic Business Plan Annual Update
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- The Strategic Business Plan may be amended to accommodate changing conditions and new opportunities, and must be updated every 10 years, with a mid-point (5-year) review and annual updates for sub-plan components.
- Strategic Business Plan, Table-14 Capital Improvement Plan was updated to show changing conditions to the Port's current infrastructure and buildings status.
- In 2019 the Port should receive State Lottery Bond amount of \$600,000 for dock work only. These funds are planned to be used to rebuild the receiving docks for the 25% matching requirement if Natural Hazard Mitigation project is approved.
- The revised Table 14 CIP considers the current Port's financial situation and if the projects are approved by Natural Hazard Mitigation with 25% matching requirement. Projects will need to be broken up to allow the Port to find other sources of the 25% matching requirement. Or from other sources of funding if NHM does not approve any one of the projects.
- Other factors for the Table 14 CIP order include the sequence of work to be done. For example, Basin 2 Dock Reconfiguration / Reconstruction should not happen before dredging is completed. Dredging should not be completed until Basin 2 West Embankment is completed and so on.
- 2019 total cost estimate per the attached list is \$2,329,000. 25% matching would be \$582,250. Projects included for 2019 are Fuel Dock ramp repair, Pacific Seafood receiving docks reconstruction, RV Park Seawall and Facility Improvements and Stormwater Drainage Zone 2 Retail Parking Lot sealcoat and overlay. \$375,000 would be used from the \$600,000 State Lottery Fund. The remaining \$207,250 would come from Port General Fund or other grant funding. Grant funding for 2019 could be unlikely because of the late planning.
- 2020 total cost estimate per the attached list is \$2,330,000. 25% matching would be \$582,500. Projects included for 2020 are Basin 2 West Embankment repair and reconstruction, Stormwater Drainage and Paving Zone 3 Basin 2 West Parking Area. Port would be looking at other grant funding possibilities including asking for State Lottery Bonds. Grant funding for 2020 could be unlikely because of the late planning.

- 2021 total cost estimate per the attached list is \$3,100,000. 25% matching would be \$775,000. Projects included for 2021 is Dredging for Basins 1 and 2. Port would be looking at other grant funding possibilities including asking for State Lottery Bonds and 2017 Chetco Bar Fire from FEMA and/or Curry County. The time is now to ask for State Lottery Bonds for year 2021.
- 2022 total cost estimate per the attached list is \$4,550,000. 25% matching would be \$1,137,500. Projects included for 2022 are Rebuilding Hallmark receiving dock, remaining Basin 2 Embankment repair and reconstruction, and Stormwater Drainage and Paving Zone 4 Basin 2 East Parking Area. \$217,500 would be used from the 2019 \$600,000 State Lottery Fund. The remaining \$920,000 would come from Port General Fund or other grant funding. Port would be looking at other grant funding possibilities including asking for State Lottery Bonds. Port will need to plan to ask for State Lottery Bond in 2020.
- 2023 total cost estimate per the attached list is \$3,000,000. 25% matching would be \$750,000. Projects included for 2023 are Basin 2 Replacement of Old Docks and Reconfiguration and Commercial Center Upgrade adding a third building near the boardwalk. Port would be looking at other grant funding possibilities including asking for State Lottery Bonds. Port will need to plan to ask for State Lottery Bond in 2021.
- 2024 total cost estimate per the attached list is \$3,031,500. 25% matching would be \$750,875. Project included for 2024 are Stormwater Drainage and Paving Zone 1 Storage Area, Stormwater Drainage and Paving Zone 5 Fishing Pier Parking Lot and Boardwalk Expansion / Replacement. Port would be looking at other grant funding possibilities including asking for State Lottery Bonds. Port will need to plan to ask for State Lottery Bond in 2022.

DOCUMENTS

- Updated Strategic Business Plan, Table-14 Capital Improvement Plan, 2 pages
- Updated Strategic Business Plan, Table-14 Capital Improvement Plan, showing totals for each year, 2 pages

COMMISSIONERS ACTION

- Recommended: make a motion to approve Annual Update of Strategic Business Plan, Table-14 Capital Improvement Plan as discussed.

2015 CIP Rank	2019 CIP Rank	Revised NHMP Rank		Capital Improvements	2014 Cost Estimates 1	2019 Cost Estimates	Timeline	2015 Priority	2019 Priority	Priority Project Category
	1	1	Fuel Dock Access Pad Replacement	Reroute fuel lines; reconstruct slope and concrete pad		\$175,000	2019		High	Commercial / Marina facility upgrade
6	2	2	Pacific Seafood Receiving Docks	Demolish two existing timber docks and concrete bulkhead; construct concrete dock on both sides of new receiving dock; install concrete pavement; install storm drainage facilities.		\$1,500,000	2019		High	Commercial facility upgrade
	3	3	RV Park Protection Wall and Facility Improvements	Install protection seawall; demolish existing restroom shower facility, RV office and laundromat foundation; construct new facility with RV office, laundromat, showers and restroom; construct new pull-thru sites		\$600,000	2019		High	Recreation improvements / public amenities
	4	4	Stormwater Drainage and Paving Zones 2 Commercial Retail Parking Lot	Sealcoat and overlay		\$54,000	2019		High	Commercial facility upgrade / public amenities
	5	5	Basin 2 West Embankment Repair - Reconstruction	Embankment repair, via H-pile/concrete section stabilization; install fencing		\$1,250,000	2020		High	Commercial / Marina facility upgrade
	6	6	Stormwater Drainage and Paving Zones 3 Basin 2 East Parking Area	Stormwater improvements; grind / overlay parking lot; curbs; striping		\$1,080,000	2020		Medium	Commercial facility upgrade / public amenities
12	7	7	Basins 1 and 2 Dredging	Basins 1 and 2 dredging		\$3,100,000	2021		High	Maintenance
	8	8	Stormwater Drainage and Paving Zones 4 Basin 2 West Parking Lot and RV Park	Stormwater improvements; grind / overlay parking lot; curbs; striping		\$1,180,000	2022		Medium	Commercial facility upgrade / public amenities
	9	9	Hallmark Receiving Dock	Demolish existing timber dock; construct concrete dock; install concrete pavement; install storm drainage facilities.		\$870,000	2022		High	Commercial facility upgrade
	10	10	Basin 2 South and East Embankment Repair - Reconstruction	Embankment repair, via H-pile/concrete section stabilization; install fencing		\$2,500,000	2022		High	Commercial / Marina facility upgrade
4 & 9	11	11	Basin 2 and Transient Docks	Replace old docks from C thru H and N thru P; reconfigure spaces to accommodate larger vessel; upgrade transient dock piles and docks		\$1,500,000	2023		High	Commercial / Marina facility upgrade
7	12	12	Commercial Center Upgrade / Renovation	Commercial building and site repairs or building third retail building		\$1,500,000	2023		Medium	Commercial facility upgrade / public amenities
	13	13	Stormwater Drainage and Paving Zones 1 Commercial Storage Area	Stormwater improvements; grading, paving and curbs		\$2,574,000	2024		High	Commercial facility upgrade
	14	14	Stormwater Drainage and Paving Zones 5 Fishing Pier	Stormwater improvements; grind / overlay parking lot; curbs; striping		\$165,000	2024		Medium	Marina facility upgrade / public amenities
5	15	15	Boardwalk Expansion / Replacement	Repair / restore piling; secure slope; replace wood planks with concrete surface		\$292,500	2024		Medium	Marina facility upgrade / public amenities
10	16		Long-term Development Potential	Access condo / mixed-use development potential with drainage improvements including the addition of a canal / bioswale	tbd		Yrs 10-20	Low	Low	Public-private partnership opportunity
11	17		Development Potential	Examine opportunity site for potential development - hotel / condo	tbd		Yrs 10-20	Low	Low	Public-private partnership opportunity
3	18		Lease Upgrades	Make commercial building upgrades	tbd (Port to est. SF of new and renovation)	\$150,000	Yrs 1-10	Medium	High	Facility upgrades

1300

8	19		Boatyard Relocation and Upgrade	Acquire new 100-ton straddle hoist (\$600,000), reconstruct sheet pile bulkhead along north and west edge of barge slip, construct new haul-out pier for straddle hoist, regrade and pave work areas and access roads, construct paved transfer road, install fencing, install storm drainage facilities. Dredge for barge slip is not included. See Figure 5	\$14,000,000		Yrs 1-5 Yrs 5-10	High to Medium	Low	Commercial / Marine improvements, 50-ton straddle lift was purchased in 2017 to continue to operate a functional boatyard and provide service to Coast Guard vessels
6	Revised to Rank 2 above		Receiving Dock Upgrades and Fish Processing Facility	Demolish two existing timber docks and concrete bulkhead; construct full-length concrete dock; construct 8,000-SF fish processing facility; install concrete pavement; install storm drainage facilities	\$17,000,000		Yrs 1-5		High	Commercial / Marine improvements, 180ft out of 380ft of receiving dock completed; fish processing completed; some paving and storm drainage completed
12	Revised to Rank 7 above		Ongoing Dredging	Coordinate with Southern Oregon Ports to meet ongoing dredging needs	\$7.20 per cubic yard of dredge material (shared cost between ports and state)		Ongoing	High	High	Maintenance
4	Revised to Rank 11 above		Recreational Marina Improvements	Repair existing floats and make improvements to accommodate large vessels	tbd		Yrs 1-5	High	High	Recreation improvements / public amenities
9	Revised to Rank 11 above		Commercial Marina Expansion	Expand commercial marina and add larger vessel slips	tbd		Yrs 10-20	Medium	High	Commercial / Marine improvements
5	Revised to Rank 15 above		Boardwalk Expansion	Expand existing boardwalk; improve pedestrian amenities and provide public viewing	tbd		Yrs - 6-10	Medium	Medium	Recreation improvements / public amenities
7	Revised to Rank 12 above		Commercial Center Upgrade / Renovation	Commercial building and site repairs	\$1,500,000		Yrs 1-5	Medium	Medium	Facility upgrades
1	Project Completed		Fish Market and Cleaning Station	Upgrade existing buildings to accommodate fish market and cleaning station						Project completed 2017
2	Project Completed		Marina Parking Upgrades	Reconfigure boat launch circulation, grind and overlay parking lot, add curbing and striping, add concrete sidewalks, install stormwater improvements						Project completed 2017

1 Cost estimates are based on similar projects in other locations and are not based on detailed engineering plans or analysis. Final engineering and construction costs may vary.

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	4	4	Stormwater Drainage and Paving Zones 2 Commercial Retail Parking Lot	Sealcoat and overlay	\$54,000	2019		High	Commercial facility upgrade / public amenities
					\$2,329,000	\$582,250			
	5	5	Basin 2 West Embankment Repair - Reconstruction	Embankment repair, via H-pile/concrete section stabilization; install fencing	\$1,250,000	2020		High	Commercial / Marina facility upgrade
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					\$3,031,500	\$757,875			

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