

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

**Tuesday, February 6, 2018 • 6:00 PM**

**Agenda**

1. **Call to Order, Pledge of Allegiance, and Roll Call**
2. **Approval of Agenda**
3. **Agenda Related Public Comments \***
4. **Approval of Minutes**
  - a. Regular Meeting – Tuesday, December 19, 2017
5. **Financial Report**
  - a. Submit Account to Collections
6. **Operational Report**
7. **Old Business**
  - a. Telehandler
  - b. R.V. Park Restrooms
8. **New Business**
  - a. Interim Manager
  - b. System Development Charges
9. **Non-Agenda Related Public Comments \***
10. **Commissioners Report**
11. **Adjournment**

\* Limited to a maximum of three minutes per person. A “Public Comment Request”, located near the entrance, must be completed and turned into the Chairman prior to the beginning of the meeting.

*FULL MEETING PACKET AVAILABLE AT [www.portofbrookingsharbor.com](http://www.portofbrookingsharbor.com)*

*This Institution is an Equal Opportunity Provider.*

# APPROVAL OF MINUTES AGENDA ITEM

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**DATE:** *February 6, 2018*  
**RE:** *Approval of Minutes*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Danielle Shepard, Port Staff*

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## OVERVIEW

- Jan 16 Regular meeting, all meeting minutes were tabled until items were corrected.
- Jan 22 received corrections from VP Barbas.
- Highlighted all changed items in yellow.
- Jan 23 All meeting minutes were tabled due to not having enough time to review them.
- Jan 30, all special meeting minutes were approved but regular meeting Dec 19 was tabled due to grammar issues.
- Highlighted changes to Dec 19 minutes in blue.

## DOCUMENTS

- Regular Meeting – Tuesday, December 19, 2017, 6 pages.

## COMMISSIONERS ACTION

- Approve Dec 19 Regular Meeting minutes.

**1. Call to Order and Roll Call:**

President Christian called the meeting to order at 7:00 pm.

Commissioners Present: Position 1 Secretary Andy Martin, Position 2 Treasurer Roger Thompson, Position 3 Commissioner Roy Davis, Position 4 Vice President Jan Barbas, & Position 5 President Angi Christian.

Staff Present: Port Manager Gary Dehlinger.

**2. Pledge of Allegiance:**

The board and public performed the pledge of allegiance.

**3. Approval of Agenda:**

*Treas. Thompson made a motion to approve the agenda as written.  
Seconded by Sec. Martin. Voting yes: unanimous.*

**4. Approval of Minutes:**

a. Special Meeting – Thursday, October 26, 2017

*VP Barbas made a motion to approve the Special Meeting Minutes for Thursday, October 26, 2017 as amended. Seconded by Treas. Thompson.  
Voting yes: unanimous.*

b. Special Meeting – Friday, November 3, 2017

*VP Barbas made a motion to approve the Special Meeting Minutes for Friday, November 3, 2017 as amended. Seconded by Sec. Martin. Voting yes: unanimous.*

c. Regular Meeting – Tuesday, November 21, 2017

*VP Barbas made a motion to approve the Regular Meeting Minutes for Tuesday, November 21, 2017 as amended. Seconded by Treas. Thompson. Voting yes: unanimous.*

**5. Financial & Managers Report:**

Mr. Dehlinger asked the Board if there were any question of comments.

Pres. Christian mentioned that she did request that the board receives the payables and the receivables report weekly.

All board members were pleased with the financial and managers' report, and appreciate Mr. Dehlinger doing this each week and posting it to the website for the public to see.

*VP Barbas made a motion to approve the financial report as written.  
Seconded by Comm. Davis. Voting yes: unanimous.*

**6. Agenda Related Public Comments:**

No agenda related public comments.

**7. Old Business:**

**a. Moorage Waiting List Policy**

VP Barbas found some parts of the application to be redundant, and was unsure how the fees run.

Mr. Dehlinger explained that there is a \$50 administration fee and a \$25 to go on the list.

The board would like for the fees to be more transparent.

*Treas. Thompson made a motion to approve the moorage waiting list policy with a few corrections. Seconded by VP Barbas. Vote: 2-3. Voting no: Sec. Martin and Comm. Davis. Voting yes: VP Barbas, Treas. Thompson, and Pres. Christian. Motion passed.*

**b. Pacific Ocean Harvesters Lease Amendment**

*Treas. Thompson made a motion to approve the Pacific Ocean Harvesters lease amendment. Seconded by Vice Pres. Barbas. Voting yes: unanimous.*

**8. New Business:**

**a. Commercial Fish Unloading on Recreational Docks**

Treas. Thompson had some questions, and the way he is reading this is that a guide cannot unload catch, and during salmon season this happens all the time. And, as a board we can ask the Marine Board to allow us certain things on that dock, and they can approve or deny it.

Mr. Dehlinger agreed and informed the board that he has been told by Marine Board personnel that we can request this but there might be a cost to it. We may have to pay back a certain amount of the grants, or our grant percentage matching may go up. But it all depends on what the board is asking for.

Sec. Martian was concerned for the fishermen since there isn't a public hoist right now that they can use and asked what is the solution?

Treas. Thompson suggest to do what Port of Alsea, Port of Siuslaw and Salmon Harbor are doing, have separate agreements giving permission to guides who launch daily.

The board agreed to have Mr. Dehlinger ask OSMB to come to the next regular meeting to discuss

this further, and asked Mr. Dehlinger to put together some different options.

**b. Port Audit FY 2016-17 Draft**

Mr. Dehlinger informs the board that there are some more updates that Signe Grimstad is doing which may change some conundrums around this regarding the dock renovation money. Asked for a special meeting the last week of December since we are going to be getting another draft in a couple of days.

The board requested that Signe Grimstad to be at the next special meeting to go over the draft audit the them.

**c. KDRV Weather Cam Sponsorship 2018**

Mr. Dehlinger brought this up the board since the current budget doesn't allow for the next six months of service, but they said they'll still continue running those pictures with all the cameras.

*Sec. Martin made a motion to not renew the KDRV Weather cam.  
Seconded by Comm. Davis.*

VP Barbas was concerned with not having the cameras, due to the boards mission is the economic development and part of that's bringing people to the district and believes this is consistent with our mission.

Treas. Thompson would rather see the Port spend that \$6,000, and have a camera look right down the mouth of the river.

*Voting yes: unanimous.*

The board agreed to have Mr. Dehlinger look into a camera system, and if it is over \$5000 to bring it back to the board. And suggested to present this to TPAC since it's going to benefit all of those in Brookings.

**d. Uncorked Wine Bar – Retail Lease Application / Proposal**

Sec Martin likes the proposal and the idea but doesn't think the Port should pay for new flooring, but is not opposed to giving a short-term discount.

VP Barbas suggested (2) months free rent, which the other board members where not opposed to.

Mr. Dehlinger did inform the board that when Uncorked Wine Bar owner, Sarah Vietz, went to talk to Harbor Sanitary the receptionist told Mrs. Vietz the SDC fees would be \$13,000, than she went back and Kelly told her \$23,000, because they think it's going to be a huge increase of waste sewer.

*Treas. Thompson made a motion to accept Uncorked Wine Bar to lease suites 102 and 103, with (2) months free rent. Seconded by VP Barbas.  
Voting yes: unanimous.*

Uncorked Wine Bar owner, Sarah Vietz, came into the meeting, Pres. Christian asked for her to come up and speak to the board. Ms. Vietz informed the board that she had spoken with Harbor

**DRAFT**

Sanitary and was told that if the sanitation development was underway the cost would have been less. When she went in to get the sanitation started she was told it would cost \$23,000. Ms. Vietz asked the board if it was possible to split those cost since it's not something that they will be able to turn around and sell, it's not an asset to their company, but it's an asset to the building.

Pres Christian suggested to show Kelly the proposal and tell her exactly what you're doing.

Ms. Vietz tried to do that but was told it didn't matter as long as a wine bar or any sort of bar going in, and that it's going to cost \$1.80 per square foot.

The board suggested Ms. Vietz to go back to Harbor Sanitary and ask why the coffee shop was quoted \$13,000 and what the difference is and to go to the Harbor Sanitary Board of Commissioners meeting and talk to them about waiving the fee to improve economic development. it.

**e. Port Rates – July 1, 2018**

Mr. Dehlinger informed the board that they have this proposal, so it can be done in a three-month time period to give us time to research anything that the board may want to bring up, and give the public more time for input for whatever changes that these four months will present.

The board agreed that they would like to have a special meeting or workshops regarding the Port rates.

**f. POBH Strategic Business Plan Annual Review**

The board agreed that they would like to have a special meeting or workshops regarding the Strategic Business Plan Annual Review.

**g. Supplemental Budget FY 2017-18, Purchase Reach Lift**

Pres. Christian stated; a public hearing on a proposed supplemental budget for Port of Brookings Harbor for the current fiscal year will be held at Beachfront Best Western of Basin Road. Hearing will take place today, Tuesday, December 19th. The purpose is to discuss the supplemental budget with interested persons. A copy of the supplemental budget may be inspected or obtained, on or after December 18th at the Port of Brookings Harbor. The purchase of the 2018 Genie Reach Lift forklift, with a seven-year lease, purchase cost 142,507. Financing 93,000 with the down payment of 42,507.

Mr. Dehlinger informed the board that the correct amount is \$100,000

*Treas. Thompson made the motion to modify this subject as presented.*

Pres. Christian opened the hearing to public comments:

John Brazil: President of Harbor Fire, want to say mainly good in the order, this is how it should be done, how it should be presented, and it clearly states where on the existing budget the funds are coming from and what they're specifically going to. I like this type of timely budget management.

*Treas. Thompson made a motion to accept the supplemental budget as*

*presented. Seconded by Comm. Davis. Voting yes: unanimous.*

*VP Barbas made a motion to adopt Resolution 485, a resolution of the Port of Brookings Harbor to appropriate funds to the budget. Second by Comm. Davis. Voting yes: unanimous.*

#### **h. New Location for Regular Commissioner Meetings**

Mr. Dehlinger informed the board that we were told that this facility won't be holding meeting anymore, and we have already contacted Harbor Water Facility.

*Treas. Thompson made the motion to move our regular meeting to the Harbor Water Facility.*

Pres. Christian asked the board to entertain the idea of changing the time of our meetings to 6:00 pm.

*Treas. Thompson changed his motion to have Port Staff contact harbor Water, to rent the facility on a monthly basis for our meeting. Seconded by VP Barbas. Voting yes: unanimous.*

*Pres. Christian amend the motion to change the time to 6:00 pm for the third Tuesday of the month. Second by Comm. Davis. Voting yes: unanimous.*

#### **9. Commissioners Report:**

The board expressed their respect to the staff and thanked them, and Sec. Martin gave an update for the bottom fish season.

#### **10. Non-Agenda Related Public Comments:**

**John Brazil:** Covered most of it in the budget hearing, but would like to thank Port staff for doing the job that they are doing and working with Harbor Fire agencies.

**Leroy Blodgett:** gave the history of the 1988 Shillelagh boat that he had bought at the Port Auction back in May. Wants to give the boat back to the Port, and doesn't want to have a negative relationship with the port. Pres. Christian went over that the Port had an auction, everyone who purchased through that auction bought it as is where is, and the port isn't in the business of buying and selling boats. The board decided that we don't want the boat, and we want to be paid the boat yard fees.

#### **11. Adjournment:**

The meeting was adjourned at 8:51 p.m.

Comm. Davis wanted to keep discussing the 1988 Shillelagh boat.

Comm. Davis mentioned that it's going to cost about \$1,800 to put that boat in the dumpster, and it's been sitting there before the auction, and it's going to continue sitting there. There's not a one of us at this table that would want to be skewed in the amount that it would cost to rebuild those two

engines in that boat, that weren't rebuilt, that are seized up, are both full up with water when it rains. Leroy's come tonight. He is not asking for his \$9,000. He is merely saying, "I've been around the Port for a long time. I don't want my money back. I just don't want the boat," period.

Skylar informed the board the history of the sale of the 1988 Shillelagh boat and the lien process.

***VP Barbas made the motion to accept Leroy's offer to accept the boat and waive the storage fees provided that the port is able to establish clear title. Second by Comm. Davis. Vote: 3-2. Voting no: Sec Martin, Treas. Thompson, and Pres. Christian. Voting yes: Comm. Davis and VP Barbas. Motion failed.***

The meeting was adjourned at 9:06 p.m.

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Port Commissioner



# Port of Brookings Harbor

## Weekly Financial Report

DATE: Saturday 1/27/17 to 2/2/18

### Port Office

1. Port employs eight (8) full-time hourly employee. The Port has no manager at this time.
2. Currently, the Port is operating RV Park, Boat Yard, Fuel Dock, Marina, Gear Storage and Retail Center seven days a week. RV Park and Port offices are closed on weekends.
3. Transfer of \$3120.00 from Capital Projects LGIP account to Capital Projects Umpqua account to pay bills.
4. Approximate end of week QuickBooks balances for the Port:
  - \$201,830.90\*      General Fund
  - \$1557.51          Cash on Hand/Petty Cash (RV Park, fuel dock and office drawers)
  - **\$203,388.41      GENERAL FUND, as of 1/12/18, 30-Day reserve amount needed \$181,789 (without depreciation)**

\*General Fund LGIP dividend for January \$274.44

Combined Total	Transferred from General Fund	Interest & Dividends January	
\$18,962.59	\$0.00	\$30.84	<b>Capital Projects Fund</b> (to keep pace with Depreciation, \$7,533 is needed weekly) FEMA Basin 1 Piling Project – Estimated Port share \$250,000 (postponed to FY 18-19) OSMB Grant – Boarding Dock Replacement – Port share \$60,000 (\$25K Cash)
\$43,010.04	\$4807.00	\$44.17	<b>Debt Service Fund</b> \$62,500 Quarterly (IFA Business Oregon) Week 4, next payment due March 31, 2018 ( <i>\$4807.69 average needed each week to reach payment, currently \$0 short</i> )
\$4660.00	\$1165.00		<b>Debt Service Fund</b> \$4659 Monthly (Travel Lift Lease) Week 3, payment due 22 <sup>nd</sup> of each month – February 22, 2018 ( <i>\$1,164.75 average each week to reach payment, currently \$0 short</i> )
\$45,684.48	\$2502.00	\$52.64	<b>Revenue Bond Fund</b> \$143,132 Year (\$13,012 must remain in fund) USDA Loan - \$130,120, payment due Nov 5, 2018 – Week 10 ( <i>\$2502.30 average each week to reach payment, currently \$0 short</i> )
\$11,025.30		\$16.26	<b>Reserve Fund</b> (Approx. Total Depreciation to date \$2196.03. Yearly amount \$391,741)
<b>\$123,342.41</b>	<b>RESTRICTED FUNDS, AS OF 1/26/2018. 30-Day reserve amount needed to transfer monthly from General Fund to Debt Funds \$38,820</b>		

• **ACCOUNTS RECEIVABLE**, as of 1/26/2018  
 1-30 days/ 57,009.45      31-60 days/ 27,290.88      61-90 days/ 1543.97      90+ days/ 13,697.80

• **ACCOUNTS PAYABLE**, as of 1/12/2018  
 1-30 days/ 5980.08      31-60 days/ 0      61-90 days/ 0      90+ days/ 16,000

- \$375,000      6- Missed Quarterly IFA Payments, from March 2011 Tsunami damage
- \$ 44,419      Extra payments paid to date
- \$330,581      Remaining amount (*Approximately*)

**Port of Brookings Harbor**  
**ALL BANK BALANCES (YTD)**  
 All Transactions

	Apr 1, 18
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>1001 - CASH &amp; CASH EQUIVALENTS</b>	
1002 - General Funds Ckg Umpqua 3634	30,900.23
1005 - General Fund LGIP 6017	170,930.67
<b>Total 1001 - CASH &amp; CASH EQUIVALENTS</b>	201,830.90
<b>1006 - Cash on Hand/Petty Cash</b>	
1008 - Office/Financial Assistant	337.51
1010 - Fuel Dock Cash Drawer	400.00
1012 - RV Park Cash Drawer	620.00
1014 - Office/Reception Cash Drawer	200.00
<b>Total 1006 - Cash on Hand/Petty Cash</b>	1,557.51
<b>1020 - RESTRICTED - CASH/EQUIVALENTS</b>	
1022 - USDA BOND Umpqua MM 9529	2,502.06
1024 - Capital Projects Umpqua 8018	3,000.00
<b>1028 - Debt Service Umpqua MM 8627</b>	
<b>IFA LOAN SAVINGS</b>	2,500.00
<b>Total 1028 - Debt Service Umpqua MM 8627</b>	2,500.00
<b>1030 - Oregon State Treasury LGIP</b>	
1032 - USDA Bond Fund LGIP 6021	43,182.42
1034 - Capital Projects Fund LGIP 6019	15,962.59
1036 - Reserve Fund LGIP 6018	11,025.30
1038 - Debt Service Fund LGIP 6020	
<b>IFA LOAN</b>	40,510.04
<b>TRAVELIFT</b>	4,660.00
<b>Total 1038 - Debt Service Fund LGIP 6020</b>	45,170.04
<b>Total 1030 - Oregon State Treasury LGIP</b>	115,340.35
<b>Total 1020 - RESTRICTED - CASH/EQUIVALENTS</b>	123,342.41
<b>Total Checking/Savings</b>	326,730.82
<b>Other Current Assets</b>	
1499 - Undeposited Funds	3,739.33
<b>Total Other Current Assets</b>	3,739.33
<b>Total Current Assets</b>	330,470.15
<b>TOTAL ASSETS</b>	330,470.15
<b>LIABILITIES &amp; EQUITY</b>	

2:19 PM

02/02/18

**Port of Brookings Harbor  
A/P Aging Summary  
All Transactions**

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
BI-MART	12.99					12.99
Construction Estimate					16,000.00	16,000.00
Kerr's Ace Hardware Inc	43.36					43.36
ORRCO	724.25					724.25
Peterson Cat Rental Store	5,199.48					5,199.48
Spectrum Business 8752 19 060 0226494						
<b>TOTAL</b>	<u><u>5,980.08</u></u>				<u><u>16,000.00</u></u>	<u><u>21,980.08</u></u>

January 30, 2018

## Agenda Item: 5A

COPY

Requesting permission to write off account on accounts receivable as bad debt and submit to collection agency. Notes on account of John Griffith.

- 1/30/2018 9:31:44 AM: We received unclaimed notice dated 12/1/2017. Skylar sent Mr Griffith a letter, demand notice and statement in the amount of \$1525.02. His moorage expired on June 1st of 2017. After his moorage ended his vessel remained in slip. His moorage was reverted to monthly going back to June 2017 due to lack of payment and pursuant to Moorage Agreement. Per Skylar's note on 11/30/17 "October 16th, the Sea Chicken was in the slip on inventory sheet. It disappeared sometime before the next inventory. All charges up until October 16th are valid." See enclosed report with balance details for John Griffith as well as statement.

**Below is the timeline of our collection attempts. Giving this account to management/the board requesting to submit this account to collection agency.**

- 1/3/2018 4:13:21 PM: Did not realize Skylar had sent a demand notice 12/1/17. Sent another Demand Notice in the amount of \$1525.02 by regular mail.kb
- 11/30/2017 3:36:08 PM: October 16th, the Sea Chicken was in the slip on inventory sheet. It disappeared sometime before the next inventory. All charges up until October 16th are valid. SW
- 10/18/2017 1:10:50 PM: Today we seized and put a lien on the Sea Chicken II. I tried calling Mr. Griffith again as a courtesy but no response. I contacted his emergency contact to see if something had happened to him because it's been five months of no contact. I called Wes King, and he said that he wasn't personal friends with him, but that he did know him to be well and he had the same cell phone number we had. We did everything we could do to contact him with no luck. So I reverted his annual moorage to a monthly rate, and a put a lien on the vessel for the past due amount. SW
- 10/3/2017 9:19:54 AM: Sent Final Notice, overdue 90 days.kb
- 9/20/2017 10:53:47 AM: Send Pre-Seizure letter and posted notice to vessel.
- 9/5/2017 10:57:44 AM: Sent 90 day overdue notice 8/31/17.kb
- 8/30/2017 9:06:48 AM: Left a message regarding delinquent account and to see if he still wanted his slip. SW

Write off this account on accounts receivable as bad debt and **submit this to collection agency in the amount of \$1525.02.**

Write off this amount on accounts receivable as bad debt in the accounts receivable and **do not submit this to collection agency in the amount of \$1525.02.**

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

**Port of Brookings Harbor**  
**Balance Details for Griffith, John**  
**All Transactions**

Type	Num	Date	Memo	Due Date	Aging	Amount	Open Bala...
Invoice	FC 7231	11/03/2017	Finance Charge	11/03/2017	88	24.37	24.37
Invoice	20174840	10/20/2017	Basin 2 E Dock-3 PR: 392.3 CR: 398.4 Used: 6.1 Rate: .126	11/30/2017	61	0.77	0.77
Invoice	20174746	10/01/2017	OCTOBER MONTHLY MOORAGE	10/01/2017	121	259.84	259.84
Invoice	FC 7092	09/30/2017	Finance Charge	09/30/2017	122	17.34	17.34
Invoice	20174411	09/20/2017	Basin 2 E Dock-3 PR: 384.7 CR: 392.3 Used: 7.6 Rate: .126	10/30/2017	92	0.96	0.96
Invoice	20174745	09/01/2017	SEPTEMBER MONTHLY MOORAGE	08/01/2017	182	290.92	290.92
Invoice	FC 6986	08/31/2017	Finance Charge	08/31/2017	152	17.90	17.90
Invoice	20173834	08/20/2017	Basin 2 E Dock-3 PR: 378 CR: 384.7 Used: 6.7 Rate: .126	09/30/2017	122	0.84	0.84
Invoice	20174744	08/01/2017	AUGUST MONTHLY MOORAGE	08/01/2017	182	290.92	290.92
Invoice	FC 6865	07/31/2017	Finance Charge	07/31/2017	183	34.73	34.73
Invoice	20173298	07/20/2017	Basin 2 E Dock-3 PR: 371.5 CR: 378 Used: 6.5 Rate: .126	08/30/2017	153	0.82	0.82
Invoice	20174741	07/01/2017	JULY MONTHLY MOORAGE	10/18/2017	104	290.92	290.92
Invoice	20174742	07/01/2017	JUNE MONTHLY MOORAGE	10/18/2017	104	290.92	290.92
Invoice	20172604	06/20/2017	Basin 2 E Dock-3 PR: 364.9 CR: 371.5 Used: 6.6 Rate: .098	07/30/2017	184	0.63	0.63
Invoice	20172050	05/17/2017	Basin 2 E Dock-3 PR: 360.9 CR: 364.9 Used: 4 Rate: .096	06/30/2017	214	0.38	0.38
Invoice	20171637	04/20/2017	Basin 2 E Dock-3 PR: 357.1 CR: 360.9 Used: 3.8 Rate: .096	05/30/2017	245	0.36	0.36
Invoice	20171217	03/28/2017	Basin 2 E Dock-3 PR: 353.6 CR: 357.1 Used: 3.5 Rate: .096	04/30/2017	275	0.34	0.34
Invoice	20170832	02/20/2017	Basin 2 E Dock-3 PR: 346.8 CR: 353.6 Used: 6.8 Rate: .096	03/30/2017	306	0.65	0.65
Invoice	20170338	01/20/2017	Basin 2 E Dock-3 PR: 341.9 CR: 346.8 Used: 4.9 Rate: .096	02/28/2017	336	0.47	0.47
Invoice	20166618	12/20/2016	Basin 2 E Dock-3 PR: 337.8 CR: 341.9 Used: 4.1 Rate: .096	01/30/2017	365	0.39	0.39
Invoice	20166137	11/20/2016	Basin 2 E Dock-3 PR: 333.7 CR: 337.8 Used: 4.1 Rate: .096	12/30/2016	396	0.39	0.39
Invoice	20165732	10/20/2016	Basin 2 E Dock-3 PR: 332 CR: 333.7 Used: 1.7 Rate: .096	11/30/2016	426	0.16	0.16
<b>Total</b>						<b>1,525.02</b>	<b>1,525.02</b>

# DEMAND FOR PAYMENT OF DEBT

DATE: 1/4/2018

AMOUNT DUE IF PAID  
BY 1/1/2018

AMOUNT DUE  
\$ 1525.02

RESPONSIBLE PARTY:

John Griffith

AMOUNT DUE IF SENT  
TO COLLECTIONS

AMOUNT DUE  
\$ 1677.52

Brookings, OR 97415

PROVIDER OF SERVICE:

Port of Brookings Harbor

CONTACT: Kim Boom

P O Box 848

Brookings, OR 97415

PHONE: (541)469-2218 ext 405

FAILURE TO PAY WITHIN **10 DAYS** FROM THE ABOVE DATE WILL RESULT IN THIS ACCOUNT BEING ASSIGNED TO SOUTHERN OREGON CREDIT SERVICE FOR COLLECTION.

THIS NOTICE ORIGINATES FROM AND IS THE VEHICLE OF THE ABOVE NAMED PROVIDER AND NO OTHER AUTHORITY

**THERE WILL BE NO FURTHER NOTICE**

ENCLOSE THIS NOTICE WITH YOUR PAYMENT

DATE OF LAST CHARGE	<u>11/3/2017</u>	DATE OF LAST PAYMENT	<u>7/29/2016</u>	DEBTOR'S PHONE #	<u>541-661-3943</u>
DEBTOR'S EMPLOYER		DATE OF BIRTH		SOC. SEC. #	
SPOUSE'S NAME		SPOUSE'S DATE OF BIRTH		SPOUSE'S SOC. SEC. #	
SPOUSE'S EMPLOYER					

ADDITIONAL INFORMATION Owes for monthly moorage June, July, Aug, Sept, Oct 2017 and electric charges and finance charges



**COPY**



Port of Brookings Harbor  
 P.O. Box 848  
 Brookings, OR 97415  
 541-469-2218

# Statement

Date  
 12/31/2017

John Griffith

www.portofbrookingsharbor.com

For billing questions Call (541) 469-2218 ext 405

Amount Due

**\$1,525.02**

Date	Transaction			Amount	Balance
10/20/2016	INV #20165732. Due 11/30/2016. Orig. Amount \$0.16. Basin 2 E Dock-3 PR: 332 CR: 333.7 Used: 1.7 Rate: .096 --- Moorage Electrical Service, 1.7 @ \$0.096 = 0.16			0.16	0.16
11/20/2016	INV #20166137. Due 12/30/2016. Orig. Amount \$0.39. Basin 2 E Dock-3 PR: 333.7 CR: 337.8 Used: 4.1 Rate: .096 --- Moorage Electrical Service, 4.1 @ \$0.096 = 0.39			0.39	0.55
12/20/2016	INV #20166618. Due 01/30/2017. Orig. Amount \$0.39. Basin 2 E Dock-3 PR: 337.8 CR: 341.9 Used: 4.1 Rate: .096 --- Moorage Electrical Service, 4.1 @ \$0.096 = 0.39			0.39	0.94
01/20/2017	INV #20170338. Due 02/28/2017. Orig. Amount \$0.47. Basin 2 E Dock-3 PR: 341.9 CR: 346.8 Used: 4.9 Rate: .096 --- Moorage Electrical Service, 4.9 @ \$0.096 = 0.47			0.47	1.41
02/20/2017	INV #20170832. Due 03/30/2017. Orig. Amount \$0.65. Basin 2 E Dock-3 PR: 346.8 CR: 353.6 Used: 6.8 Rate: .096 --- Moorage Electrical Service, 6.8 @ \$0.096 = 0.65			0.65	2.06
03/28/2017	INV #20171217. Due 04/30/2017. Orig. Amount \$0.34. Basin 2 E Dock-3 PR: 353.6 CR: 357.1 Used: 3.5 Rate: .096 --- Moorage Electrical Service, 3.5 @ \$0.096 = 0.34			0.34	2.40
04/20/2017	INV #20171637. Due 05/30/2017. Orig. Amount \$0.36. Basin 2 E Dock-3 PR: 357.1 CR: 360.9 Used: 3.8 Rate: .096 --- Moorage Electrical Service, 3.8 @ \$0.096 = 0.36			0.36	2.76
05/17/2017	INV #20172050. Due 06/30/2017. Orig. Amount \$0.38. Basin 2 E Dock-3 PR: 360.9 CR: 364.9 Used: 4 Rate: .096 --- Moorage Electrical Service, 4 @ \$0.096 = 0.38			0.38	3.14
06/20/2017	INV #20172604. Due 07/30/2017. Orig. Amount \$0.63. Basin 2 E Dock-3 PR: 364.9 CR: 371.5 Used: 6.6 Rate: .096 --- Moorage Electrical Service, 6.6 @ \$0.096 = 0.63			0.63	3.77
07/01/2017	INV #20174741. Due 10/18/2017. Orig. Amount \$290.92. JULY MONTHLY MOORAGE --- Rec Water/Elec Monthly, 28 @ \$10.39 = 290.92			290.92	294.69
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	0.00	25.14	582.80	917.08	<b>\$1,525.02</b>

TERMS: Due upon receipt. A late charge of \$1.00 or 1.5% (18%Apr) whichever is greater will apply to past due amounts of \$1.00 or more.



Port of Brookings Harbor  
 P.O. Box 848  
 Brookings, OR 97415  
 541-469-2218

# Statement

Date  
 12/31/2017

John Griffith

www.portofbrookingsharbor.com

For billing questions Call (541) 469-2218 ext 405

Amount Due

**\$1,525.02**

Date	Transaction			Amount	Balance
07/01/2017	INV #20174742. Due 10/18/2017. Orig. Amount \$290.92. JUNE MONTHLY MOORAGE --- Rec Water/Elec Monthly, 28 @ \$10.39 = 290.92 --- --- 6/1/2017 - 7/1/2017			290.92	585.61
07/20/2017	INV #20173298. Due 08/30/2017. Orig. Amount \$0.82. Basin 2 E Dock-3 PR: 371.5 CR: 378 Used: 6.5 Rate: .126 --- Moorage Electrical Service, 6.5 @ \$0.126 = 0.82			0.82	586.43
07/31/2017	INV #FC 6865. Due 07/31/2017. Orig. Amount \$34.73. Finance Charge --- FINANCE CHARGE/INCOME \$34.73 --- Invoice #20165732 for 0.16 on 10/20/2016 --- Invoice #20166137 for 0.39 on 11/20/2016 --- Invoice #20166618 for 0.39 on 12/20/2016 --- Invoice #20170338 for 0.47 on 01/20/2017 --- Invoice #20170832 for 0.65 on 02/20/2017 --- Invoice #20171217 for 0.34 on 03/28/2017 --- Invoice #20171637 for 0.36 on 04/20/2017 --- Invoice #20172050 for 0.38 on 05/17/2017 --- Invoice #20171824 for 1,165.00 on 06/01/2017 --- Invoice #20172604 for 0.63 on 06/20/2017			34.73	621.16
08/01/2017	INV #20174744. Due 08/01/2017. Orig. Amount \$290.92. AUGUST MONTHLY MOORAGE --- Rec Water/Elec Monthly, 28 @ \$10.39 = 290.92			290.92	912.08
08/20/2017	INV #20173834. Due 09/30/2017. Orig. Amount \$0.84. Basin 2 E Dock-3 PR: 378 CR: 384.7 Used: 6.7 Rate: .126 --- Moorage Electrical Service, 6.7 @ \$0.126 = 0.84			0.84	912.92
08/31/2017	INV #FC 6986. Due 08/31/2017. Orig. Amount \$17.90. Finance Charge --- FINANCE CHARGE/INCOME \$17.90 --- Invoice #20171824 for 1,165.00 on 06/01/2017			17.90	930.82
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	25.14	582.80	917.08	<b>\$1,525.02</b>

TERMS: Due upon receipt. A late charge of \$1.00 or 1.5% (18%Apr) whichever is greater will apply to past due amounts of \$1.00 or more.





Port of Brookings Harbor  
 P.O. Box 848  
 Brookings, OR 97415  
 541-469-2218

# Statement

Date  
 12/31/2017

John Griffith

www.portofbrookingsharbor.com

For billing questions Call (541) 469-2218 ext 405

Amount Due

**\$1,525.02**

Date	Transaction			Amount	Balance
09/01/2017	INV #20174745. Due 08/01/2017. Orig. Amount \$290.92. SEPTEMBER MONTHLY MOORAGE --- Rec Water/Elec Monthly, 28 @ \$10.39 = 290.92			290.92	1,221.74
09/20/2017	INV #20174411. Due 10/30/2017. Orig. Amount \$0.96. Basin 2 E Dock-3 PR: 384.7 CR: 392.3 Used: 7.6 Rate: .126 --- Moorage Electrical Service, 7.6 @ \$0.126 = 0.96			0.96	1,222.70
09/30/2017	INV #FC 7092. Due 09/30/2017. Orig. Amount \$17.34. Finance Charge --- FINANCE CHARGE/INCOME \$17.34 --- Invoice #20165732 for 0.16 on 10/20/2016 --- Invoice #20166137 for 0.39 on 11/20/2016 --- Invoice #20166618 for 0.39 on 12/20/2016 --- Invoice #20170338 for 0.47 on 01/20/2017 --- Invoice #20170832 for 0.65 on 02/20/2017 --- Invoice #20171217 for 0.34 on 03/28/2017 --- Invoice #20171637 for 0.36 on 04/20/2017 --- Invoice #20172050 for 0.38 on 05/17/2017 --- Invoice #20171824 for 1,165.00 on 06/01/2017 --- Invoice #20172604 for 0.63 on 06/20/2017 --- Invoice #20173298 for 0.82 on 07/20/2017 --- Invoice #20173834 for 0.84 on 08/20/2017			17.34	1,240.04
10/01/2017	INV #20174746. Due 10/01/2017. Orig. Amount \$259.84. OCTOBER MONTHLY MOORAGE --- Rec Water/Elec Daily, 16 @ \$16.24 = 259.84 --- 16 Days at Daily Rate, pro-rated as October 16th was last day noted on inventory sheet.			259.84	1,499.88
10/20/2017	INV #20174840. Due 11/30/2017. Orig. Amount \$0.77. Basin 2 E Dock-3 PR: 392.3 CR: 398.4 Used: 6.1 Rate: .126 --- Moorage Electrical Service, 6.1 @ \$0.126 = 0.77			0.77	1,500.65
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	25.14	582.80	917.08	<b>\$1,525.02</b>

TERMS: Due upon receipt. A late charge of \$1.00 or 1.5% (18%Apr) whichever is greater will apply to past due amounts of \$1.00 or more.



Port of Brookings Harbor  
 P.O. Box 848  
 Brookings, OR 97415  
 541-469-2218

# Statement

Date  
 12/31/2017

John Griffith

www.portofbrookingsharbor.com

For billing questions Call (541) 469-2218 ext 405

					Amount Due
					\$1,525.02
Date	Transaction			Amount	Balance
11/03/2017	INV #FC 7231. Due 11/03/2017. Orig. Amount \$24.37. Finance Charge --- FINANCE CHARGE/INCOME \$24.37 --- Invoice #20165732 for 0.16 on 10/20/2016 --- Invoice #20166137 for 0.39 on 11/20/2016 --- Invoice #20166618 for 0.39 on 12/20/2016 --- Invoice #20170338 for 0.47 on 01/20/2017 --- Invoice #20170832 for 0.65 on 02/20/2017 --- Invoice #20171217 for 0.34 on 03/28/2017 --- Invoice #20171637 for 0.36 on 04/20/2017 --- Invoice #20172050 for 0.38 on 05/17/2017 --- Invoice #20172604 for 0.63 on 06/20/2017 --- Invoice #20174741 for 290.92 on 07/01/2017 --- Invoice #20174742 for 290.92 on 07/01/2017 --- Invoice #20173298 for 0.82 on 07/20/2017 --- Invoice #20174744 for 290.92 on 08/01/2017 --- Invoice #20173834 for 0.84 on 08/20/2017 --- Invoice #20174745 for 290.92 on 09/01/2017 --- Invoice #20174411 for 0.96 on 09/20/2017 --- Invoice #20174746 for 290.92 on 10/01/2017			24.37	1,525.02
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	25.14	582.80	917.08	\$1,525.02

TERMS: Due upon receipt. A late charge of \$1.00 or 1.5% (18%Apr) whichever is greater will apply to past due amounts of \$1.00 or more.



December 5, 2017

John Griffith

## 90 DAYS OVERDUE

Dear John,

Your account is now 90 days past due. This is your FINAL NOTICE.

Unless we hear from you within ten days, your account will be turned over to our collection agency. The Port will then have no further control in the collection process.

You are urged to contact us immediately to settle your account. You can reach our accounting department during regular business hours Monday through Friday, from 8:00am to 5:00pm at 541-469-2218, extension 405.

Sincerely,

Kim Boom  
Financial Assistant  
Port of Brookings Harbor

CC: Port Manager

*Send Demand Notice*



Port of Brookings Harbor  
 P.O. Box 848  
 Brookings, OR 97415  
 541-469-2218

# Statement

Date  
 12/31/2017

John Griffith

www.portofbrookingsharbor.com

*For billing questions Call (541) 469-2218 ext 405*

Amount Due

**\$1,525.02**

Date	Transaction			Amount	Balance
11/30/2017	Balance forward				1,525.02
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	0.00	25.14	582.80	917.08	<b>\$1,525.02</b>

**TERMS:** Due upon receipt. A late charge of \$1.00 or 1.5% (18%Apr) whichever is greater will apply to past due amounts of \$1.00 or more.

## Removal of Vessel for Non-Payment Checklist

For vessels registered with OSMB

Keep all documentation of this process within this folder.

Vessel Owner: Griffith, John Vessel Name: SeaChickie II Reg#: OR 626 AW

**Step 1)** Account is at least 31 days delinquent. (After Port grace period)

**Step 2)** Send a notice by certified mail to the last known address of the owner (OSMB records), reminding them of their agreement, with a current statement showing charges owed and a reminder that charges are still accruing, and that they have 20 days to pay the balance due or the chattel will be seized and potentially sold.

**Step 3)** 20 days after the date of the first notice, if no payment has been received, the Port may seize the chattel. This is when the lien attaches. Send a seizure and claim of lien notice to customer giving them 30 days before foreclosure.

**Step 4)** 30 days after seizure and claiming a lien, send a Notice of Foreclosure Sale 30 days prior to the date of the actual sale. The notice must include a description of property to be sold, name of the owner, amount due on lien, the time and place of the sale and name the Port as the claimant. (ORS 87.192)

- The notice must be posted at the county courthouse.
- The notice must be posted at the Port office.
- The notice must be published in the local newspaper once a week, for 2 successive weeks.

**Step 5)** Draft an affidavit which sets forth the basis of the lien, and outlines the authority of, and all steps taken by, the Port of Brookings Harbor in its right to foreclose upon said lien; include all supporting evidence. Have the affidavit signed by an agent of the Port and then notarized.

### After Sale:

**Step 6)** Upon the sale of chattel, provide the buyer with a copy of the following documents:

- Bill of Sale
- OSMB Certificate of Foreclosure of Possessory Lien
- Affidavit of Foreclosure of Possessory Lien

**Step 7)** If it has a fair market share of more than \$1,000, a statement of account must be filed with county recording officer. (87.202)

It must show:

- Amount of lien claim and the cost of foreclosing the lien
- A copy of the notice of foreclosure sale
- The amount received for the chattel sold at the sale
- The name of the person (Port) that received the proceeds from the sale and the amount received.



COPY



**RE: Pre-Seizure & Pre-Lien Notice**

Date of Notice: September 20, 2017

Vessel Name: Sea Chicken II

Vessel Registration or Documentation OR626AW

Last Registered Owner Name & Address:

John Griffith

Dear Mr. Griffith,


As of the date of this letter, your account is more than 30 days delinquent. If this matter is not resolved within 20 days, the Port will seize the Aloha and begin the process of taking ownership of said vessel under authority of ORS 87.152 to 87.202.

You have 20 days from the date of this letter, until 5:00pm on October 18<sup>th</sup>, 2017, to act to avoid the consequences above. As of the date of this letter, the amount due on your account is \$1223.06. Please see attached statement for explanation of these charges. Final costs will be determined at the conclusion of this process and may be higher or lower than the amount stated here. Please note: Charges for the storage of your vessel are still accruing.

If we do not receive payment in full before the 20 days have passed, the Port will seize your vessel and claim a Possessory Chattel Lien against it, in accordance with ORS 87.166. If the vessel is seized, it may be destroyed or sold if the balance on your account and the costs of salvage, towing, storage and disposal are not paid.

To resolve this issue, please remit payment in full for the total balance owed. The Port is unable to offer any accommodation in terms of financing your debt. For more information, please call the Port of Brookings Harbor at 541-469-2218.

Sincerely,

  
\_\_\_\_\_  
Signature of Port Representative

9/20/17  
\_\_\_\_\_  
Date

Skylar Windham, Admin. Assistant  
\_\_\_\_\_  
Print Name & Title of Port Representative

CC: Gary Dehlinger, Port Manager



Kim Boom &lt;accounts@portofbrookingsharbor.com&gt;

**Certified Mail Electronic Delivery Confirmation**

1 message

no\_reply@certifiedmaillabels.com &lt;no\_reply@certifiedmaillabels.com&gt;

Mon, Sep 25, 2017 at 4:01 AM

To: accounts@portofbrookingsharbor.com

# Certified Mail Labels.com

*Print USPS Certified Mail, Priority Mail and Express Mail Labels with PC Postage*

This is an Electronic Delivery Confirmation to inform you that a USPS Certified Mail item created 09/20/2017 has been delivered.

**USPS Certified Mail Number: 9407110200830693481833**

Addressed To:

**John Griffith**

Your Reference: **URGENT NOTICE: RE: SEA CHICKEN II**

This item was Your item was delivered to an individual at the address at 2:00 pm on September 23, 2017 in **BROOKINGS, OR 97415.**

Click here to print Certified Mail Labels Electronic Delivery Confirmation&#8480 Report.

If you cannot open this link, then please copy and paste the entire URL into your browser's address bar and press Enter.: <http://b0c8a72511636096bbaa-fd21edc6f7995ce09f009ce698d37822.r34.cf2.rackcdn.com/9407110200830693481833-20170925.html>

You may view detailed delivery information by logging into CertifiedMailLabels. On the red navigation bar click Reports, then Summary Tracking Report. This delivery confirmation information will be stored in your secure online account for 10 years.

If you do not wish to receive Electronic Delivery Confirmation emails, you may remove or change the email stored in your Mail Profile. Do this by logging into [www.CertifiedMailLabels.com](http://www.CertifiedMailLabels.com). On the red navigation bar, click Management, Mailing Profiles. Then edit or remove the email address and click next to save and exit.

Thank you.

Certified Mail Labels – Skip the trip to the Post Office!

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If you'd like to unsubscribe and stop receiving these emails click here.



November 3, 2017

**90 DAYS OVERDUE**

John Griffith

Dear John,

Your account is now 90 days past due. This is your FINAL NOTICE.

Unless we hear from you within ten days, your account will be turned over to our collection agency. The Port will then have no further control in the collection process.

You are urged to contact us immediately to settle your account. You can reach our accounting department during regular business hours Monday through Friday, from 8:00am to 5:00pm at 541-469-2218, extension 405.

Sincerely,

Kim Boom  
Financial Assistant  
Port of Brookings Harbor

CC: Port Manager

 **COPY**



**PORT**  
*of*  
**BROOKINGS**  
**HARBOR**



[info@portofbrookingsharbor.com](mailto:info@portofbrookingsharbor.com)  
[www.portofbrookingsharbor.com](http://www.portofbrookingsharbor.com)  
P: (541)469-2218  
F: (541)469-0672

16340 Lower Harbor Rd Ste 103  
P.O. Box 848  
Brookings, OR 97415

December 1, 2017

John Griffith

Dear Mr. Griffith,

The Port has previously tried to contact you regarding your moorage, which expired June 1<sup>st</sup>, ~~2016~~ <sup>2017</sup>. Despite your moorage having ended, our records indicate that your vessel remained in the slip until mid-October. Because your vessel remained moored in the harbor without a Port Use Agreement on file, you were subject to monthly rates, which is reflected in the enclosed statement.

Please remit the balance before the date marked on the attached Demand Notice.

If you contest these charges, you may wish to contact the Port Office to schedule a meeting with the Port Manager. In the case that you do have a dispute, please prepare a statement which sets forth the basis of your argument.

If you have any questions, please contact the Port of Brookings Office at (541)469-2218 Ext 403.

Sincerely,

Port Staff

Port of Brookings Harbor Office

 **COPY**

# DEMAND FOR PAYMENT OF DEBT

DATE: 12-7-17

AMOUNT DUE IF PAID  
BY 12-21-17

AMOUNT DUE  
\$ 1,525<sup>02</sup>

RESPONSIBLE PARTY:

John Griffith  
[Redacted] S

AMOUNT DUE IF SENT  
TO COLLECTIONS

AMOUNT DUE  
\$ 1,982<sup>52</sup>

PROVIDER OF SERVICE:

Port of Brookings Harbor  
P.O. Box 848  
Brookings, OR 97415

CONTACT: Kim Boon

PHONE: 541-469-2218 ex 405

FAILURE TO PAY WITHIN **10 DAYS** FROM THE ABOVE DATE WILL RESULT IN THIS ACCOUNT BEING ASSIGNED TO **SOUTHERN OREGON CREDIT SERVICE FOR COLLECTION.**

THIS NOTICE ORIGINATES FROM AND IS THE VEHICLE OF THE ABOVE NAMED PROVIDER AND NO OTHER AUTHORITY

**THERE WILL BE NO FURTHER NOTICE**

**ENCLOSE THIS NOTICE WITH YOUR PAYMENT**

Port of Brookings Harbor  
PO BOX 848  
BROOKINGS OR 97415-0015

US POSTAGE AND FEES PAID

FIRST-CLASS  
Dec 08 2017  
Mailed from ZIP 97415  
1 oz First-Class Mail Letter



endicia.com

071S00777793

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**USPS CERTIFIED MAIL**



**9407 1108 9876 5002 3166 83**

---

John Griffith



URGENT SLIP MATTER

---

FOLD ALONG THIS LINE



Port of Brookings Harbor  
 P.O. Box 848  
 Brookings, OR 97415  
 541-469-2218

# Statement

Date  
 12/7/2017

John Griffith

www.portofbrookingsharbor.com

*For billing questions Call (541) 469-2218 ext 405*

Amount Due

**\$1,525.02**

Date	Transaction				Amount	Balance
10/20/2016	INV #20165732. Due 11/30/2016. Orig. Amount \$0.16. Basin 2 E Dock-3 PR: 332 CR: 333.7 Used: 1.7 Rate: .096 --- Moorage Electrical Service, 1.7 @ \$0.096 = 0.16				0.16	0.16
11/20/2016	INV #20166137. Due 12/30/2016. Orig. Amount \$0.39. Basin 2 E Dock-3 PR: 333.7 CR: 337.8 Used: 4.1 Rate: .096 --- Moorage Electrical Service, 4.1 @ \$0.096 = 0.39				0.39	0.55
12/20/2016	INV #20166618. Due 01/30/2017. Orig. Amount \$0.39. Basin 2 E Dock-3 PR: 337.8 CR: 341.9 Used: 4.1 Rate: .096 --- Moorage Electrical Service, 4.1 @ \$0.096 = 0.39				0.39	0.94
01/20/2017	INV #20170338. Due 02/28/2017. Orig. Amount \$0.47. Basin 2 E Dock-3 PR: 341.9 CR: 346.8 Used: 4.9 Rate: .096 --- Moorage Electrical Service, 4.9 @ \$0.096 = 0.47				0.47	1.41
02/20/2017	INV #20170832. Due 03/30/2017. Orig. Amount \$0.65. Basin 2 E Dock-3 PR: 346.8 CR: 353.6 Used: 6.8 Rate: .096 --- Moorage Electrical Service, 6.8 @ \$0.096 = 0.65				0.65	2.06
03/28/2017	INV #20171217. Due 04/30/2017. Orig. Amount \$0.34. Basin 2 E Dock-3 PR: 353.6 CR: 357.1 Used: 3.5 Rate: .096 --- Moorage Electrical Service, 3.5 @ \$0.096 = 0.34				0.34	2.40
04/20/2017	INV #20171637. Due 05/30/2017. Orig. Amount \$0.36. Basin 2 E Dock-3 PR: 357.1 CR: 360.9 Used: 3.8 Rate: .096 --- Moorage Electrical Service, 3.8 @ \$0.096 = 0.36				0.36	2.76
05/17/2017	INV #20172050. Due 06/30/2017. Orig. Amount \$0.38. Basin 2 E Dock-3 PR: 360.9 CR: 364.9 Used: 4 Rate: .096 --- Moorage Electrical Service, 4 @ \$0.096 = 0.38				0.38	3.14
06/20/2017	INV #20172604. Due 07/30/2017. Orig. Amount \$0.63. Basin 2 E Dock-3 PR: 364.9 CR: 371.5 Used: 6.6 Rate: .096 --- Moorage Electrical Service, 6.6 @ \$0.096 = 0.63				0.63	3.77
07/01/2017	INV #20174741. Due 10/18/2017. Orig. Amount \$290.92. JULY MONTHLY MOORAGE --- Rec Water/Elec Monthly, 28 @ \$10.39 = 290.92				290.92	294.69
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>	
0.00	0.77	607.17	278.02	639.06	<b>\$1,525.02</b>	

**TERMS:** Due upon receipt. A late charge of \$1.00 or 1.5% (18%Apr) whichever is greater will apply to past due amounts of \$1.00 or more.



Port of Brookings Harbor  
 P.O. Box 848  
 Brookings, OR 97415  
 541-469-2218

# Statement

Date  
 12/7/2017

John Griffith

15

www.portofbrookingsharbor.com

For billing questions Call (541) 469-2218 ext 405

Amount Due

**\$1,525.02**

Date	Transaction			Amount	Balance
07/01/2017	INV #20174742. Due 10/18/2017. Orig. Amount \$290.92. JUNE MONTHLY MOORAGE --- Rec Water/Elec Monthly, 28 @ \$10.39 = 290.92 ---			290.92	585.61
07/20/2017	--- 6/1/2017 - 7/1/2017 INV #20173298. Due 08/30/2017. Orig. Amount \$0.82. Basin 2 E Dock-3 PR: 371.5 CR: 378 Used: 6.5 Rate: .126 --- Moorage Electrical Service, 6.5 @ \$0.126 = 0.82			0.82	586.43
07/31/2017	INV #FC 6865. Due 07/31/2017. Orig. Amount \$34.73. Finance Charge --- FINANCE CHARGE/INCOME \$34.73 --- Invoice #20165732 for 0.16 on 10/20/2016 --- Invoice #20166137 for 0.39 on 11/20/2016 --- Invoice #20166618 for 0.39 on 12/20/2016 --- Invoice #20170338 for 0.47 on 01/20/2017 --- Invoice #20170832 for 0.65 on 02/20/2017 --- Invoice #20171217 for 0.34 on 03/28/2017 --- Invoice #20171637 for 0.36 on 04/20/2017 --- Invoice #20172050 for 0.38 on 05/17/2017 --- Invoice #20171824 for 1,165.00 on 06/01/2017 --- Invoice #20172604 for 0.63 on 06/20/2017			34.73	621.16
08/01/2017	INV #20174744. Due 08/01/2017. Orig. Amount \$290.92. AUGUST MONTHLY MOORAGE --- Rec Water/Elec Monthly, 28 @ \$10.39 = 290.92			290.92	912.08
08/20/2017	INV #20173834. Due 09/30/2017. Orig. Amount \$0.84. Basin 2 E Dock-3 PR: 378 CR: 384.7 Used: 6.7 Rate: .126 --- Moorage Electrical Service, 6.7 @ \$0.126 = 0.84			0.84	912.92
08/31/2017	INV #FC 6986. Due 08/31/2017. Orig. Amount \$17.90. Finance Charge --- FINANCE CHARGE/INCOME \$17.90 --- Invoice #20171824 for 1,165.00 on 06/01/2017			17.90	930.82
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.77	607.17	278.02	639.06	<b>\$1,525.02</b>

TERMS: Due upon receipt. A late charge of \$1.00 or 1.5% (18%Apr) whichever is greater will apply to past due amounts of \$1.00 or more.



Port of Brookings Harbor  
 P.O. Box 848  
 Brookings, OR 97415  
 541-469-2218

# Statement

Date  
 12/7/2017

John Griffith

Brookings, OR 97415

www.portofbrookingsharbor.com

For billing questions Call (541) 469-2218 ext 405

Amount Due

**\$1,525.02**

Date	Transaction			Amount	Balance
09/01/2017	INV #20174745. Due 08/01/2017. Orig. Amount \$290.92. SEPTEMBER MONTHLY MOORAGE --- Rec Water/Elec Monthly, 28 @ \$10.39 = 290.92			290.92	1,221.74
09/20/2017	INV #20174411. Due 10/30/2017. Orig. Amount \$0.96. Basin 2 E Dock-3 PR: 384.7 CR: 392.3 Used: 7.6 Rate: .126 --- Moorage Electrical Service, 7.6 @ \$0.126 = 0.96			0.96	1,222.70
09/30/2017	INV #FC 7092. Due 09/30/2017. Orig. Amount \$17.34. Finance Charge --- FINANCE CHARGE/INCOME \$17.34 --- Invoice #20165732 for 0.16 on 10/20/2016 --- Invoice #20166137 for 0.39 on 11/20/2016 --- Invoice #20166618 for 0.39 on 12/20/2016 --- Invoice #20170338 for 0.47 on 01/20/2017 --- Invoice #20170832 for 0.65 on 02/20/2017 --- Invoice #20171217 for 0.34 on 03/28/2017 --- Invoice #20171637 for 0.36 on 04/20/2017 --- Invoice #20172050 for 0.38 on 05/17/2017 --- Invoice #20171824 for 1,165.00 on 06/01/2017 --- Invoice #20172604 for 0.63 on 06/20/2017 --- Invoice #20173298 for 0.82 on 07/20/2017 --- Invoice #20173834 for 0.84 on 08/20/2017			17.34	1,240.04
10/01/2017	INV #20174746. Due 10/01/2017. Orig. Amount \$259.84. OCTOBER MONTHLY MOORAGE --- Rec Water/Elec Daily, 16 @ \$16.24 = 259.84 --- 16 Days at Daily Rate, pro-rated as October 16th was last day noted on inventory sheet.			259.84	1,499.88
10/20/2017	INV #20174840. Due 11/30/2017. Orig. Amount \$0.77. Basin 2 E Dock-3 PR: 392.3 CR: 398.4 Used: 6.1 Rate: .126 --- Moorage Electrical Service, 6.1 @ \$0.126 = 0.77			0.77	1,500.65
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.77	607.17	278.02	639.06	<b>\$1,525.02</b>

TERMS: Due upon receipt. A late charge of \$1.00 or 1.5% (18%Apr) whichever is greater will apply to past due amounts of \$1.00 or more.



Port of Brookings Harbor  
 P.O. Box 848  
 Brookings, OR 97415  
 541-469-2218

# Statement

Date  
 12/7/2017

John Griffith

[www.portofbrookingsharbor.com](http://www.portofbrookingsharbor.com)

For billing questions Call (541) 469-2218 ext 405

					Amount Due
					\$1,525.02
Date	Transaction			Amount	Balance
11/03/2017	INV #FC 7231. Due 11/03/2017. Orig. Amount \$24.37. Finance Charge --- FINANCE CHARGE/INCOME \$24.37 --- Invoice #20165732 for 0.16 on 10/20/2016 --- Invoice #20166137 for 0.39 on 11/20/2016 --- Invoice #20166618 for 0.39 on 12/20/2016 --- Invoice #20170338 for 0.47 on 01/20/2017 --- Invoice #20170832 for 0.65 on 02/20/2017 --- Invoice #20171217 for 0.34 on 03/28/2017 --- Invoice #20171637 for 0.36 on 04/20/2017 --- Invoice #20172050 for 0.38 on 05/17/2017 --- Invoice #20172604 for 0.63 on 06/20/2017 --- Invoice #20174741 for 290.92 on 07/01/2017 --- Invoice #20174742 for 290.92 on 07/01/2017 --- Invoice #20173298 for 0.82 on 07/20/2017 --- Invoice #20174744 for 290.92 on 08/01/2017 --- Invoice #20173834 for 0.84 on 08/20/2017 --- Invoice #20174745 for 290.92 on 09/01/2017 --- Invoice #20174411 for 0.96 on 09/20/2017 --- Invoice #20174746 for 290.92 on 10/01/2017			24.37	1,525.02
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.77	607.17	278.02	639.06	\$1,525.02

TERMS: Due upon receipt. A late charge of \$1.00 or 1.5% (18%Apr) whichever is greater will apply to past due amounts of \$1.00 or more.



USPS CERTIFIED MAIL™

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UNC 97415>0015

NIXIE

970 DE 1040

0001/23/18

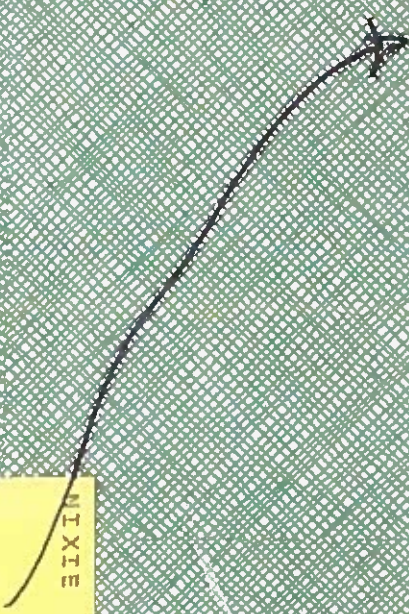
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 97415001548

\*2572-05645-11-41

1-24

12/14







Kim Boom &lt;accounts@portofbrookingsharbor.com&gt;

**Certified Mail Electronic Delivery Confirmation**

1 message

CERTIFIED MAIL LABELS &lt;no\_reply@certifiedmaillabels.com&gt;

Fri, Jan 26, 2018 at 12:03 AM

To: accounts@portofbrookingsharbor.com

# Certified Mail Labels.com

*Print Certified Mail<sup>®</sup>, Priority Mail<sup>®</sup> and Priority Mail Express<sup>™</sup> Labels Online!*

This is an Electronic Delivery Confirmation to inform you that a USPS Certified Mail item created 12/08/2017 has been delivered.

**USPS Certified Mail Number: 9407110898765002316683**

**Addressed To:**

**John Griffith**

**Your Reference: URGENT SLIP MATTER**

**This item was Your item has been delivered to the original sender at 12:23 pm on January 24, 2018 in BROOKINGS, OR 97415.**

Click here to print Certified Mail Labels Electronic Delivery Confirmation&#8480 Report.

If you cannot open this link, then please copy and paste the entire URL into your browser's address bar and press Enter.:  
[http://fe19309f32bf8bf6f2e-c62499d15a983401c683c15f11b1c560\\_r0.cf2.rackcdn.com/9407110898765002316683-20180126.html](http://fe19309f32bf8bf6f2e-c62499d15a983401c683c15f11b1c560_r0.cf2.rackcdn.com/9407110898765002316683-20180126.html)

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**RE: Seizure & Lien Notice**

Date of Notice: 10-18-17  
Vessel Name: Sea Chicker II  
Vessel Registration or Documentation #: OR 626AW

Last Registered Owner Name & Address:

John Griffith  
Brookings, OR 97415

Dear Mr. Griffith,


If you are receiving this notice, the Port of Brookings Harbor has seized the vessel described above due to non-payment.

Your Port Use Agreement is now terminated. Your annual moorage agreement was automatically reverted to a monthly rate and charges are still accruing.

**The Port of Brookings Harbor now claims a Possessory Chattel Lien against your vessel, and its appurtenances, pursuant to ORS 87.166.**

To resolve this issue, please remit payment in full for the total balance owed within 30 days of the date of this letter. If we do not receive payment within 30 days, we will proceed with foreclosure of the lien, and the vessel will be sold at public auction. For more information, please call the Port of Brookings Harbor at 541-469-2218.

Sincerely,

 10/18/17  
Signature of Port Representative      Date

Skylar Windham, Admin Assistant  
Print Name & Title of Port Representative

 **COPY**

**NOTICE OF CLAIM OF LIEN**

1. **VESSEL NAME:** Sea Chicken II
2. **REGISTRATION:** #OR626AW
3. **NAME AND ADDRESS OF LIEN CLAIMANT:** Port of Brookings Harbor, 16340 Lower Harbor Rd., PO Box 848, Brookings, OR 97415
4. **NATURE OF LIEN CLAIMED:** Possessory Chattel Lien per ORS 87.152
5. **DATE ON WHICH LIEN WAS ESTABLISHED:** October 18, 2017
6. **TOTAL AMOUNT OF LIEN CLAIMED:** \$1,163.68

**LIEN CLAIMANT:** Port of Brookings Harbor

**SIGNATURE:** 

**NAME:** Skylar Windham

**TITLE:** Administrative Assistant

**DATE SIGNED:** July 26<sup>th</sup>, 2017

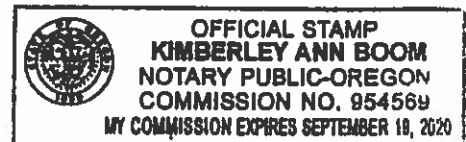
STATE OF OREGON

County of Curry

This Notice of Lien Claim was acknowledged before me this 18<sup>th</sup> day of October, 2017 by Skylar Windham.

  
NOTARY PUBLIC FOR OREGON

My Commission Expires: September 19, 2020



To be filed with Declaration of Good Faith and service pursuant to Title 46, Code of Federal Regulations, Part 67.250.



Port of Brookings Harbor  
 P.O. Box 848  
 Brookings, OR 97415  
 541-469-2218

# Statement

Date  
 10/17/2017

John Griffith

Brookings, OR 97415

www.portofbrookingsharbor.com

For billing questions Call (541) 469-2218 ext 405

Amount Due

**\$1,530.96**

Date	Transaction			Amount	Balance
10/20/2016	INV #20165732. Due 11/30/2016. Orig. Amount \$0.16. Basin 2 E Dock-3 PR: 332 CR: 333.7 Used: 1.7 Rate: .096 --- Moorage Electrical Service, 1.7 @ \$0.096 = 0.16			0.16	0.16
11/20/2016	INV #20166137. Due 12/30/2016. Orig. Amount \$0.39. Basin 2 E Dock-3 PR: 333.7 CR: 337.8 Used: 4.1 Rate: .096 --- Moorage Electrical Service, 4.1 @ \$0.096 = 0.39			0.39	0.55
12/20/2016	INV #20166618. Due 01/30/2017. Orig. Amount \$0.39. Basin 2 E Dock-3 PR: 337.8 CR: 341.9 Used: 4.1 Rate: .096 --- Moorage Electrical Service, 4.1 @ \$0.096 = 0.39			0.39	0.94
01/20/2017	INV #20170338. Due 02/28/2017. Orig. Amount \$0.47. Basin 2 E Dock-3 PR: 341.9 CR: 346.8 Used: 4.9 Rate: .096 --- Moorage Electrical Service, 4.9 @ \$0.096 = 0.47			0.47	1.41
02/20/2017	INV #20170832. Due 03/30/2017. Orig. Amount \$0.65. Basin 2 E Dock-3 PR: 346.8 CR: 353.6 Used: 6.8 Rate: .096 --- Moorage Electrical Service, 6.8 @ \$0.096 = 0.65			0.65	2.06
03/28/2017	INV #20171217. Due 04/30/2017. Orig. Amount \$0.34. Basin 2 E Dock-3 PR: 353.6 CR: 357.1 Used: 3.5 Rate: .096 --- Moorage Electrical Service, 3.5 @ \$0.096 = 0.34			0.34	2.40
04/20/2017	INV #20171637. Due 05/30/2017. Orig. Amount \$0.36. Basin 2 E Dock-3 PR: 357.1 CR: 360.9 Used: 3.8 Rate: .096 --- Moorage Electrical Service, 3.8 @ \$0.096 = 0.36			0.36	2.76
05/17/2017	INV #20172050. Due 06/30/2017. Orig. Amount \$0.38. Basin 2 E Dock-3 PR: 360.9 CR: 364.9 Used: 4 Rate: .096 --- Moorage Electrical Service, 4 @ \$0.096 = 0.38			0.38	3.14
06/20/2017	INV #20172604. Due 07/30/2017. Orig. Amount \$0.63. Basin 2 E Dock-3 PR: 364.9 CR: 371.5 Used: 6.6 Rate: .096 --- Moorage Electrical Service, 6.6 @ \$0.096 = 0.63			0.63	3.77
07/01/2017	INV #20174741. Due 10/18/2017. Orig. Amount \$290.92. JULY MONTHLY MOORAGE --- Rec Water/Elec Monthly, 28 @ \$10.39 = 290.92			290.92	294.69
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
582.80	309.10	18.72	617.20	3.14	<b>\$1,530.96</b>

TERMS: Due upon receipt. A late charge of \$1.00 or 1.5% (18%Apr) whichever is greater will apply to past due amounts of \$1.00 or more.



Port of Brookings Harbor  
 P.O. Box 848  
 Brookings, OR 97415  
 541-469-2218

# Statement

Date  
 10/17/2017

John Griffith

www.portofbrookingsharbor.com

*For billing questions Call (541) 469-2218 ext 405*

Amount Due

**\$1,530.96**

Date	Transaction			Amount	Balance
07/01/2017	INV #20174742. Due 10/18/2017. Orig. Amount \$290.92. JUNE MONTHLY MOORAGE --- Rec Water/Elec Monthly, 28 @ \$10.39 = 290.92 ---			290.92	585.61
07/20/2017	--- 6/1/2017 - 7/1/2017 INV #20173298. Due 08/30/2017. Orig. Amount \$0.82. Basin 2 E Dock-3 PR: 371.5 CR: 378 Used: 6.5 Rate: .126 --- Moorage Electrical Service, 6.5 @ \$0.126 = 0.82			0.82	586.43
07/31/2017	INV #FC 6865. Due 07/31/2017. Orig. Amount \$34.73. Finance Charge --- FINANCE CHARGE/INCOME \$34.73 --- Invoice #20165732 for 0.16 on 10/20/2016 --- Invoice #20166137 for 0.39 on 11/20/2016 --- Invoice #20166618 for 0.39 on 12/20/2016 --- Invoice #20170338 for 0.47 on 01/20/2017 --- Invoice #20170832 for 0.65 on 02/20/2017 --- Invoice #20171217 for 0.34 on 03/28/2017 --- Invoice #20171637 for 0.36 on 04/20/2017 --- Invoice #20172050 for 0.38 on 05/17/2017 --- Invoice #20171824 for 1,165.00 on 06/01/2017 --- Invoice #20172604 for 0.63 on 06/20/2017			34.73	621.16
08/01/2017	INV #20174744. Due 08/01/2017. Orig. Amount \$290.92. AUGUST MONTHLY MOORAGE --- Rec Water/Elec Monthly, 28 @ \$10.39 = 290.92			290.92	912.08
08/20/2017	INV #20173834. Due 09/30/2017. Orig. Amount \$0.84. Basin 2 E Dock-3 PR: 378 CR: 384.7 Used: 6.7 Rate: .126 --- Moorage Electrical Service, 6.7 @ \$0.126 = 0.84			0.84	912.92
08/31/2017	INV #FC 6986. Due 08/31/2017. Orig. Amount \$17.90. Finance Charge --- FINANCE CHARGE/INCOME \$17.90 --- Invoice #20171824 for 1,165.00 on 06/01/2017			17.90	930.82
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
582.80	309.10	18.72	617.20	3.14	<b>\$1,530.96</b>

**TERMS:** Due upon receipt. A late charge of \$1.00 or 1.5% (18%Apr) whichever is greater will apply to past due amounts of \$1.00 or more.



Port of Brookings Harbor  
 P.O. Box 848  
 Brookings, OR 97415  
 541-469-2218

# Statement

Date  
 10/17/2017

John Griffith

www.portofbrookingsharbor.com

*For billing questions Call (541) 469-2218 ext 405*

Amount Due

**\$1,530.96**

Date	Transaction			Amount	Balance
09/01/2017	INV #20174745. Due 08/01/2017. Orig. Amount \$290.92. SEPTEMBER MONTHLY MOORAGE --- Rec Water/Elec Monthly, 28 @ \$10.39 = 290.92			290.92	1,221.74
09/20/2017	INV #20174411. Due 10/30/2017. Orig. Amount \$0.96. Basin 2 E Dock-3 PR: 384.7 CR: 392.3 Used: 7.6 Rate: .126 --- Moorage Electrical Service, 7.6 @ \$0.126 = 0.96			0.96	1,222.70
09/30/2017	INV #FC 7092. Due 09/30/2017. Orig. Amount \$17.34. Finance Charge --- FINANCE CHARGE/INCOME \$17.34 --- Invoice #20165732 for 0.16 on 10/20/2016 --- Invoice #20166137 for 0.39 on 11/20/2016 --- Invoice #20166618 for 0.39 on 12/20/2016 --- Invoice #20170338 for 0.47 on 01/20/2017 --- Invoice #20170832 for 0.65 on 02/20/2017 --- Invoice #20171217 for 0.34 on 03/28/2017 --- Invoice #20171637 for 0.36 on 04/20/2017 --- Invoice #20172050 for 0.38 on 05/17/2017 --- Invoice #20171824 for 1,165.00 on 06/01/2017 --- Invoice #20172604 for 0.63 on 06/20/2017 --- Invoice #20173298 for 0.82 on 07/20/2017 --- Invoice #20173834 for 0.84 on 08/20/2017			17.34	1,240.04
10/01/2017	INV #20174746. Due 10/01/2017. Orig. Amount \$290.92. OCTOBER MONTHLY MOORAGE --- Rec Water/Elec Monthly, 28 @ \$10.39 = 290.92			290.92	1,530.96
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
582.80	309.10	18.72	617.20	3.14	<b>\$1,530.96</b>

TERMS: Due upon receipt. A late charge of \$1.00 or 1.5% (18%Apr) whichever is greater will apply to past due amounts of \$1.00 or more.

Port of Brookings Harbor  
PO BOX 848  
BROOKINGS OR 97415-0015

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John Griffith



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## Operation Report

-We Received a final letter from Oregon State Marine Board. See Attached. The total reimbursement of \$14,184.00.

-R.V. park restroom – We found that we can close the bathrooms, and in our brochure it states that the bathrooms and showers are closed 10:00pm to 7:00am. In addition we found that the R.V. park is compliant with the number lavatories to serve the amount of R.V. spaces that we have.

-R.V. Park electrical has been completed.

-We are continuing to get pricing for installation of the kite field fence.

-Continue to walk docks to check for dock damage and insure that vessels are secure.

-We continue to work with Bandon Pacific to help move items away from the closed dilapidated dock. Now that crab pots are getting cleared out we can finish moving things in the coming week.

-As much of you are aware, the F/V Instigator sunk in our harbor early Monday morning. We responded as soon as we got the call. Our crew worked hard and were able to have the vessel out of the water and oil booms picked up around 4 pm. All agencies were notified with the help of our chetco river coast guard station. We would like to thank them for insuring that all the agencies were notified and for all the help that they provided.



# Oregon

Kate Brown, Governor

**State Marine Board**  
435 Commercial St NE, Suite 400  
PO Box 14145  
Salem, OR 97309-5065  
(503) 378-8597  
Fax (503) 378-4597



February 2, 2018

Travis Webster  
Port of Brookings Harbor  
PO Box 848  
Brookings, OR 97415

RE: Facility Grant 1587 Port of Brookings Harbor  
Stormwater Trench Drain Project

Dear Travis;

We have received the request for reimbursement for the above identified Facility Grant project. The partial payment has been approved in the amount of \$14,184.00 in dedicated state recreational boating funds for the facility improvement project at the Port of Brookings Harbor.

Attached is the corrected reimbursement form showing a reduced reimbursement and the Port's cash match for the project. The reimbursement was reduced because the cost for the trench drain was a fixed amount based upon a previous quote received by the Port. The grant was increased by that amount per staff recommendation and reflected in the staff report that was approved by the Marine Board at the July 7, 2017 meeting.

The Marine Board payment is being made under separate cover and should arrive within one week. If a check has not been received within seven days, please contact Chris Grorud, Business Services Manager at 503-378-2630.

The Board appreciates your cooperation and partnership to improve boating facilities on the Chetco River in Curry County. Please contact me if you have any questions regarding the Facility Grant at 503-378-2628 or email [janine.belleque@oregon.gov](mailto:janine.belleque@oregon.gov).

Sincerely,

  
Janine Belleque  
Boating Facilities Manager

CC: Chris Grorud, Business Services Manager

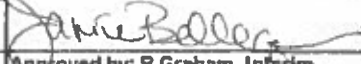
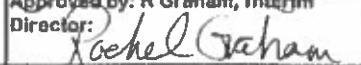


RECEIVED

8/23/18

Certification: I certify that this is a true and correct statement of all expenditures and that documentation to support this request for reimbursement is *attached*. I further understand that reimbursement will be withheld until *all supporting* documentation is provided.

Skylar Windham	Office Manager
Print/Type Name	Title
	1-23-18
Signature Authorized Representative	Date

FOR OSMB USE ONLY	Amount: 14,184.00	Date: 2/2/18	Recommend Approval by: J Belleque, Facilities Manager
Payment Method: 1587-	Reversion: N/A		
	Date Payment Forwarded to ODFW for Processing: 2/2/18		Approved by: R Graham, Interim Director: 
FOR ODFW USE ONLY	Amount: <del>14,184.00</del>	Date: <del>2/2/18</del>	Approved by:
Payment Method:	Reversion:		



2/6/2018

I spoke with Janine at OSMB. She is sending e-mail recapping our conversation. Basically we are to follow the Port's procedure whether it be purchase order, procurement, or signed contract. OSMB wants to be kept update on the process of the project, when contract is signed, job process – to be able to inspect product.

Janine asked about contact as Skylar was contact for reimbursement for the Trench Drain, I asked her to add me as an additional contact for reimbursement process. She will help with any need explanation of the process.

## **Agenda Item: 7A**

Good Morning Brent,

The unit is shipping today, and per Genie we should see it in our Coos Bay Yard within 7 to 10 days. When we receive the unit we need to complete a pre-delivery inspection which should take about one day, and then we will deliver the unit to you. Hopefully we will have the man basket in the yard at the same time and deliver all items together on the same truck.

Thank you for your business we really appreciate it.

Mail

More

4 of 59

COMPOSE

Re: Genie Reach Forklift Inbox x

**Inbox (1)**

Starred

Sent Mail

Drafts (3)

More

 Travis



No recent chats  
[Start a new one](#)

**Kim Boom** Hi Viki, United Rentals cannot produce an invoice until day of deliv... F

**Kim Boom** 2:58 PM (16 hours)

to Viki, me, Brent, Angi

Hi Viki,

Per United Rentals, the model number is GTH-1256 and the serial number is GTH12M-3.

Kim

*Sincerely,  
Kim Boom - Financial Assistant*

Port of Brookings Harbor  
[16330 Lower Harbor Road](#)  
PO Box 848  
Brookings, OR 97415  
[\(541\) 469-2218 ext. 405](#)



Travis Webster &lt;travis@portofbrookingsharbor.com&gt;

**Re: Genie Reach Forklift**

2 messages

**Kim Boom** <accounts@portofbrookingsharbor.com>

Fri, Feb 2, 2018 at 4:07 PM

To: Viki Brugnoli &lt;VikiBrugnoli@umpquabank.com&gt;

Cc: Travis Webster &lt;travis@portofbrookingsharbor.com&gt;, Brent Ferguson &lt;brent@portofbrookingsharbor.com&gt;, Angi Christian &lt;angi@portofbrookingsharbor.com&gt;, Andy Martin &lt;andy@portofbrookingsharbor.com&gt;, Roger Thompson &lt;roger@portofbrookingsharbor.com&gt;, Roy Davis &lt;roy@portofbrookingsharbor.com&gt;, Jan Barbass &lt;jan@portofbrookingsharbor.com&gt;

Hi Viki,

United Rentals cannot produce an invoice until day of delivery. Will the enclosed quote suffice? The dollar amount on the quote is correct.

Thank you.  
Kim

*Sincerely,  
Kim Boom - Financial Assistant*

Port of Brookings Harbor  
16330 Lower Harbor Road  
PO Box 848  
Brookings, OR 97415  
(541) 469-2218 ext. 405  
[accounts@portofbrookingsharbor.com](mailto:accounts@portofbrookingsharbor.com)

On Fri, Feb 2, 2018 at 3:45 PM, Viki Brugnoli &lt;VikiBrugnoli@umpquabank.com&gt; wrote:

Hello Kim.

Can you send me the final invoice, Model and Serial Numbers for the lift?

viki brugnoli

commercial portfolio manager

coastal commercial banking center

office: 541-266-2286

fax: 541-266-8523

[Web](#) | [Facebook](#) | [Twitter](#)**From:** Kim Boom [mailto:[accounts@portofbrookingsharbor.com](mailto:accounts@portofbrookingsharbor.com)]**Sent:** Friday, January 19, 2018 3:41 PM**To:** Viki Brugnoli <VikiBrugnoli@UmpquaBank.com>**Subject:** Re: Genie Reach Forklift



[External Email]

The commission is working on that. Is Gary's name on the loan papers?

*Sincerely,*

*Kim Boom - Financial Assistant*

Port of Brookings Harbor

16330 Lower Harbor Road

PO Box 848

Brookings, OR 97415

(541) 469-2218 ext. 405

[accounts@portofbrookingsharbor.com](mailto:accounts@portofbrookingsharbor.com)

On Fri, Jan 19, 2018 at 3:30 PM, Viki Brugnoli <[VikiBrugnoli@umpquabank.com](mailto:VikiBrugnoli@umpquabank.com)> wrote:

Who do you have acting as manager?

viki brugnoli

commercial portfolio manager

coastal commercial banking center

office: [541-266-2286](tel:541-266-2286)

fax: [541-266-8523](tel:541-266-8523)

[Web](#) | [Facebook](#) | [Twitter](#)

**From:** Kim Boom [<mailto:accounts@portofbrookingsharbor.com>]

**Sent:** Friday, January 19, 2018 3:30 PM

**To:** Viki Brugnoli <[VikiBrugnoli@UmpquaBank.com](mailto:VikiBrugnoli@UmpquaBank.com)>

**Cc:** Brent Ferguson <[brent@portofbrookingsharbor.com](mailto:brent@portofbrookingsharbor.com)>

**Subject:** Re: Genie Reach Forklift

[External Email]

Hi Viki,

We have not received it yet. The commission terminated Gary Dehlinger, our Port Manager on January 5. I hope this will not affect the loan going through.

Please let me know if any problems or set backs that may occur with this current situation.

We will check on the invoice again.

Have a good weekend.

Kim

*Sincerely,*

*Kim Boom - Financial Assistant*

Port of Brookings Harbor

16330 Lower Harbor Road

PO Box 848

Brookings, OR 97415

(541) 469-2218 ext. 405

[accounts@portofbrookingsharbor.com](mailto:accounts@portofbrookingsharbor.com)

On Fri, Jan 19, 2018 at 3:23 PM, Viki Brugnoli <[VikiBrugnoli@umpquabank.com](mailto:VikiBrugnoli@umpquabank.com)> wrote:

Hi Kim. I am just checking back with you to see if you have received the invoice.

viki brugnoli

commercial portfolio manager

coastal commercial banking center

office: 541-266-2286

fax: 541-266-8523

[Web](#) | [Facebook](#) | [Twitter](#)

**From:** Kim Boom [<mailto:accounts@portofbrookingsharbor.com>]

**Sent:** Wednesday, January 10, 2018 11:36 AM

**To:** Viki Brugnoli <[VikiBrugnoli@UmpquaBank.com](mailto:VikiBrugnoli@UmpquaBank.com)>

**Subject:** Re: Genie Reach Forklift

[External Email]

We are hoping this afternoon. Will send as soon as we receive them.

Thanks

Kim

*Sincerely,*

*Kim Boom - Financial Assistant*

Port of Brookings Harbor

16330 Lower Harbor Road

PO Box 848

Brookings, OR 97415

(541) 469-2218 ext. 405

[accounts@portofbrookingsharbor.com](mailto:accounts@portofbrookingsharbor.com)

On Wed, Jan 10, 2018 at 11:32 AM, Viki Brugnoli <[VikiBrugnoli@umpquabank.com](mailto:VikiBrugnoli@umpquabank.com)> wrote:

Once I have the invoice, I can order documents. Do you know if that will come today?

viki brugnoli

commercial portfolio manager

coastal commercial banking center

office: 541-266-2286

fax: 541-266-8523

[Web](#) | [Facebook](#) | [Twitter](#)

**From:** Kim Boom [<mailto:accounts@portofbrookingsharbor.com>]

**Sent:** Wednesday, January 10, 2018 11:26 AM

**To:** Viki Brugnoli <[VikiBrugnoli@UmpquaBank.com](mailto:VikiBrugnoli@UmpquaBank.com)>

**Cc:** Brent Ferguson <[brent@portofbrookingsharbor.com](mailto:brent@portofbrookingsharbor.com)>; Angi Christian <[angi@portofbrookingsharbor.com](mailto:angi@portofbrookingsharbor.com)>;

Roger Thompson <[roger@portofbrookingsharbor.com](mailto:roger@portofbrookingsharbor.com)>

**Subject:** Genie Reach Forklift

[External Email]

Good Morning Viki,

The forklift is scheduled to ship 1/22/18 and expected arrival date one week from shipping.

We have communicated with United Rentals and have agreed upon a payment date of 1/30/18. United Rentals will get us an invoice/demand for payment referencing the quote of \$142,507.00. We have also requested serial number of the equipment.

The board is still wanting to finance the \$100,000 with Umpqua Bank with a down payment to United Rentals of \$42,507.

At this time do you need anything else from us?

Thanks

Kim

*Sincerely,*

*Kim Boom - Financial Assistant*

Port of Brookings Harbor

16330 Lower Harbor Road

PO Box 848

Brookings, OR 97415

(541) 469-2218 ext. 405

[accounts@portofbrookingsharbor.com](mailto:accounts@portofbrookingsharbor.com)

This message, including any attachments, may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

This message, including any attachments, may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

This message, including any attachments, may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

This message, including any attachments, may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

 **Genie Lift quote 143,227.pdf**  
22K

**Kim Boom** <accounts@portofbrookingsharbor.com>

Mon, Feb 5, 2018 at 2:58 PM

To: Viki Brugnoli <VikiBrugnoli@umpquabank.com>

Cc: Travis Webster <travis@portofbrookingsharbor.com>, Brent Ferguson <brent@portofbrookingsharbor.com>, Angi Christian <angi@portofbrookingsharbor.com>

Hi Viki,

Per United Rentals, the model number is GTH-1256 and the serial number is GTH12M-340.

Kim

*Sincerely,*  
*Kim Boom - Financial Assistant*

Port of Brookings Harbor  
16330 Lower Harbor Road  
PO Box 848  
Brookings, OR 97415  
(541) 469-2218 ext. 405  
accounts@portofbrookingsharbor.com

On Mon, Feb 5, 2018 at 8:22 AM, Viki Brugnoli <VikiBrugnoli@umpquabank.com> wrote:

Are you able to obtain a serial number for the forklift and carriage?

viki brugnoli

commercial portfolio manager

coastal commercial banking center

office: 541-266-2286

fax: 541-266-8523

[Web](#) | [Facebook](#) | [Twitter](#)

**From:** Kim Boom [mailto:accounts@portofbrookingsharbor.com]

**Sent:** Friday, February 2, 2018 4:07 PM

**To:** Viki Brugnoli <VikiBrugnoli@UmpquaBank.com>

**Cc:** Travis Webster <travis@portofbrookingsharbor.com>; Brent Ferguson <brent@portofbrookingsharbor.com>; Angi Christian <angi@portofbrookingsharbor.com>; Andy Martin <andy@portofbrookingsharbor.com>; Roger Thompson <roger@portofbrookingsharbor.com>; Roy Davis <roy@portofbrookingsharbor.com>; Jan Barbas <jan@portofbrookingsharbor.com>

[Quoted text hidden]

[Quoted text hidden]





### BEACHFRONT RV PARK

16035 BOAT BASIN ROAD  
HARBOR, OR 97415

(541) 469-5867  
1-(800) 441-0856

We Take Reservations  
\$6.00 Admin. Fee For Cancellations

### FACILITIES:

- 1. Public Restrooms
- 2. Picnic Area
- 3. Coin Operated Showers
- 4. Cable TV
- 5. Internet Wi-Fi Connection

### RULES:

- 1. Check-out time is 12:00 noon.
- 2. All animals must be kept on a leash.
- 3. Do not leave an open fire unattended.
- 4. Be a good neighbor and avoid excessive noise.
- 5. Please clean up your space before leaving.
- 6. Speed limit 5 mph.
- 7. Vehicle washing is not permitted.
- 8. No auxiliary generators after 10:00 p.m. or before 7:00 a.m.
- 9. Quiet hours are from 10:00 p.m. to 7:00 a.m.  
*Your help is appreciated in maintaining a clean and pleasant park.*
- 10. Restrooms & showers closed from 10:00 p.m. to 7:00 a.m.

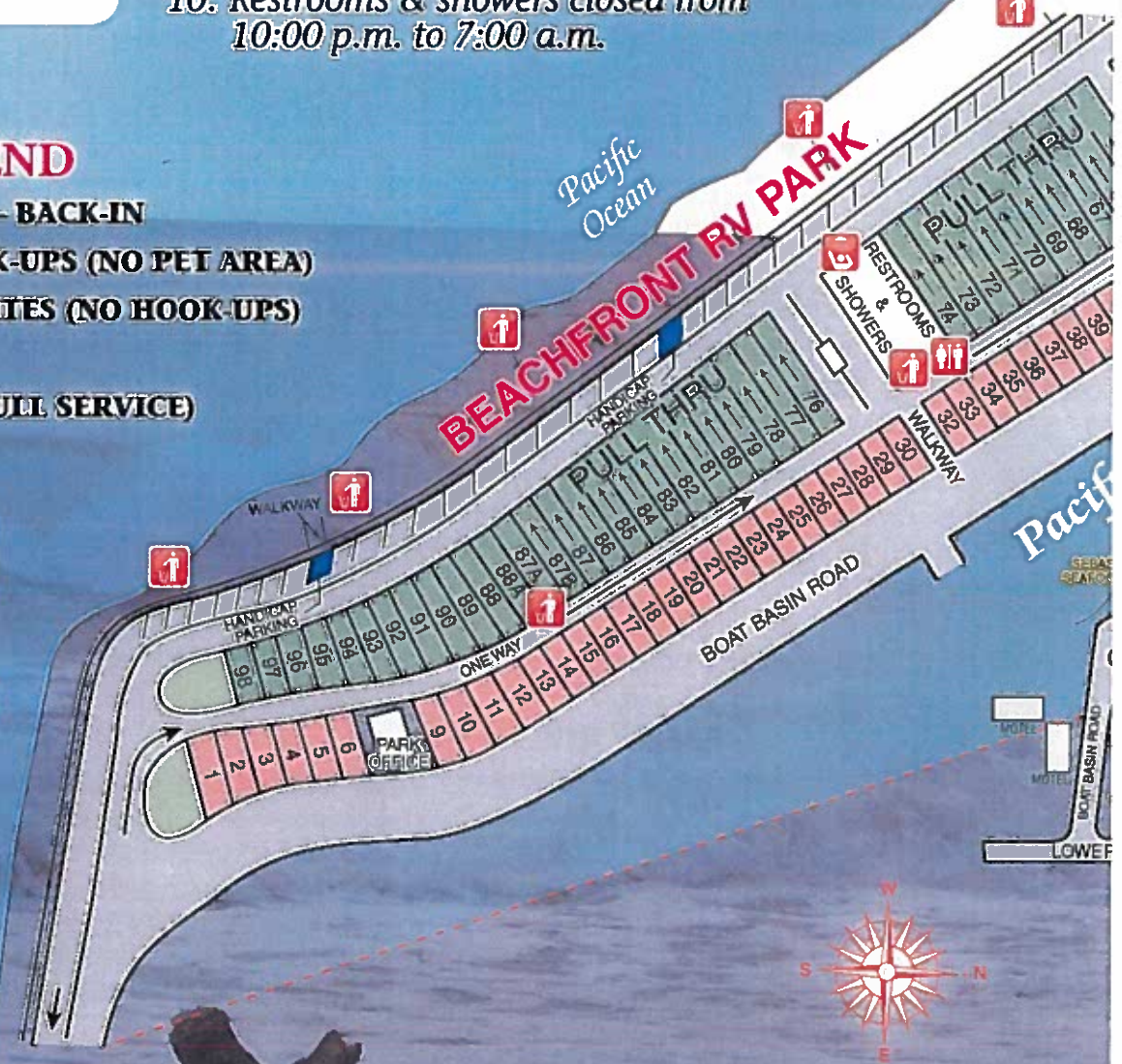
### LEGEND

-  FULL SERVICE - BACK-IN
-  PARTIAL HOOK-UPS (NO PET AREA)
-  RIVER VIEW SITES (NO HOOK-UPS)
-  TENTS
-  PULL THRU (FULL SERVICE)

YOUR SITE # IS

\_\_\_\_\_

NO REFUNDS





**TEMPORARY INTERIM MANAGER'S PERSONAL SERVICE AGREEMENT**

This is a Personal Service Agreement (hereinafter "Agreement") entered into on the 2 day of February, 2018, by and between The Port of Brookings Harbor, acting through its Port Commission (hereinafter called "Port") and Katherine Lindley Hall (hereinafter called "Temporary Interim Manager"). The purpose of this Agreement is to establish the mutual and respective responsibilities, terms, and conditions, under which Ms. Hall will serve the Port as its Temporary Interim Manager. Therefore, the parties agree as follows:

**1. DUTIES AND RESPONSIBILITIES:**

**1.1** The Temporary Interim Manager shall be the chief executive officer of the Port until such time as this Agreement is terminate as provided herein. As such, the Temporary Interim Manager shall have the primary responsibility for execution of Commission policy whereas the Port Commission (hereinafter "Commission") shall retain the primary responsibility for formulating and adopting such policy. The Temporary Interim Manager acknowledges that she has no specialized knowledge or expertise, but will direct and assign the staff of the Port and will organize, reorganize, and arrange the administrative and supervisory staff as best serves the needs of the Port to the best of her abilities. The Temporary Interim Manager also has the responsibility for the selection, placement, and transfer of personnel subject to approval by the Port Commission, and shall suggest policy regulations, rules, and procedures deemed necessary and in the best interests of the Port, subject to approval by the Commission, and in general shall perform all duties incident to the office of Manager of the Port and such other duties as may be specified and/or delegated by the Commission.

The Temporary Interim Manager is primarily employed with the Oregon Trawl Commission and, subject to her primary employment duties, the Temporary Interim Manager shall devote her time and attention to the business and affairs of the Port as specifically provided herein and her authority to act on behalf of the Port shall be as contained in the Ordinances, Resolutions and By-Laws of the Port.

**1.2** The Temporary Interim Manager shall be subject to the general personnel policies and procedures of the Port where not inconsistent with this Agreement.

**1.3** The Temporary Interim Manager shall be governed by the rules of conduct; policies and directives from time to time adopted by the Port Commission on the same basis as other Port employees; provided, however, that this provision does not authorize the Board to adopt policies that contravene any specific provision of this contract.

*Handwritten initials*



**1.4** The Commission, collectively and individually, shall promptly refer all criticism, complaints, and suggestions called to its attention to the Temporary Interim Manager for study and recommendation. The Temporary Interim Manger may attend all Commission meetings, except executive sessions held to discuss the Temporary Interim Manager's employment status. She shall provide administrative recommendations on each item of business considered by the Commission. The Temporary Interim Manager shall consult with the Port's attorney, in her discretion, on any matters she may feel is necessary.

**2. LENGTH OF AGREEMENT:**

**2.1** The length of this Agreement shall be for an indefinite period of time, not to exceed six months, and also subject to the provisions of Section 6. Notwithstanding the date of execution of this Agreement, this Agreement shall first become effective on the date that it is approved by Board of Commissioners of the Port of Brookings Harbor.

**2.2** The Temporary Interim Manager shall work **eighty (80) hours per month** in her position with the Port. The Temporary Interim Manager shall record and keep track of the number of hours she works for the Port on a daily basis and shall provide such information to the Port Commission on their request.

**3. COMPENSATION:**

**3.1** The Port agrees to pay the Temporary Interim Manager a salary of **THREE THOUSAND and 00/00 Dollars (\$3,000.00)** per month, to be paid in accordance with the rules of the Commission governing payment of salary to other independent contractors of the Port.

At any time during her period of time this Agreement is in effect the Board of Commissioners may convene a review committee appointed by the Board Chair to conduct an evaluation of the Temporary Interim Manager. The purpose of such evaluation is to improve the job performance of the Temporary Interim Manager. The results of any given performance evaluation may also be used by the Port as a basis for discipline of the Temporary Interim Manager.

**3.2** The Port recognizes that it may be necessary for the Temporary Interim Manager to incur travel and other expenses, which are necessary to the performance of her duties hereunder and to the advancement of the best interest of the Port. The Port agrees to reimburse the Temporary Interim Manager for such expenses as authorized by the Board of Port Commissioners and subject to the limitations of the duly adopted budget of the Port, upon receipt of vouchers, receipts, expense statement or other evidence thereof.

XPR

**4. NO SPECIAL BENEFITS:**

The Temporary Interim Manager shall not be entitled to receive any of the benefits generally available to Port employees. The Temporary Interim Manager shall not be entitled to receive overtime compensation or compensation vacation or leave when, as is expected, the duties of the Temporary Interim Manager require the rendering of service outside of what is considered to be the normal hours of employment of the Port.

**5. MODIFICATION OF POLICIES:**

It is understood that the job description of the Temporary Interim Manager of the Port, assigned duties, polices, including employment policies and benefits, and other matters relating to the business and policies of the Port of Brookings Harbor may from time to time be changed by affirmative action of the Board of Port Commissioners, in the manner provided by law for the conduct of business of the Board of Port Commissioners, notwithstanding that some or all of such matters are made part of this Agreement, and by such action that Agreement shall be deemed amended.

**6. TERMINATION:**

**6.1 Reasons for Termination.** Temporary Interim Manager acknowledges that she is an "at will" independent contractor of the Port, and that the Port may terminate her this Personal Services Agreement with the Port at any time. The Port reserves the right to terminate this Agreement at any time, with or without notice, with or without cause, and for any reason not prohibited law. The Temporary Interim Manager understands and agrees that her position is temporary and will be available only until the Port can screen, select and hire a new long term General Manager for the Port. The Temporary Interim Manager agrees to submit her resignation upon the request of the Port Commission, or the attorney for the Port, so her position can be made available to a new long-term General Manager for the Port.

If the Port terminates the Temporary Interim Manager without notice and/or without cause, the Temporary Interim Manager agrees that she will not be entitled to any compensation other than her monthly salary to the date of termination.

By way of example, but not in limitation of Port's rights to terminate the Temporary Interim Manager for any reason whatsoever, grounds for termination include, but are not limited to, conduct which is seriously prejudicial to and which substantially affects the fundamental mission of the Port including, but not limited to the following:

- (a) Willful and failure or refusal by Temporary Interim Manger to comply with the policies, standards and regulations of the Port as established from time to time;

- (b) Fraud, dishonesty or any other act of misconduct in the performance of the Temporary Interim Manager's duties on behalf of the Port;
- (c) Failure to perform any provision of this Agreement required to be performed by the Temporary Interim Manager;
- (d) Insubordination or refusal to follow an order given by the Board of Commissioners;
- (e) Conduct detrimental to the interests of the Port;
- (f) Refusal to resign her position to make the position of General Manager available to the person selected to be the new long term General Manager of the Port.

**6.2 Notice of Termination.** Notice of Termination may be given in writing at least forty eight hours prior to the effective date of discharge or termination. Such notice may include a statement of the reasons constituting the termination. If notice is given, the Temporary Interim Manager shall be entitled to meet with the Commission to discuss such reasons and to refute, orally or in writing, such charges. Such meeting shall be at a time and place convenient to the Temporary Interim Manager and the Commission. The Temporary Interim Manager may elect to have such meeting held in executive session as provided by Oregon law unless Temporary Interim Manager requests a public hearing. The Temporary Interim Manager shall be provided a written decision regarding the results of the meeting.

**6.3 Termination by Temporary Interim Manager.** If Temporary Interim Manager desires to voluntarily resign or otherwise terminate her employment the Temporary Interim Manager shall give at least twenty (20) days' written notice to the Port. If less than twenty (20) days' written notice is given, the Temporary Interim Manager shall pay, or forfeit to, the Port an amount equal to one (1) month's salary.

## **7. PROFESSIONAL LIABILITY**

**7.1** The Commission agrees, as a further condition of this Agreement, that it shall defend, hold harmless, and indemnify the Temporary Interim Manager from any and all demands, claims, suits, actions, and legal proceedings brought against the Temporary Interim Manager in her individual capacity, or in her official capacity as an agent of the Commission, provided the incident arose while the Temporary Interim Manager was acting within the scope of this Personal Service Agreement.

**7.2** If, in the good faith judgment of the Commission, as determined by the Commission, a conflict exists as regard to the defense to such claim between the legal position of the Temporary Interim Manager and the legal position of the Commission with regard to third party claims, the Temporary Interim Manager may engage independent

counsel for herself in which event the Port shall indemnify the Temporary Interim Manager for the costs of legal defense.

7.3 The Commission shall not be required to defend or indemnify the Temporary Interim Manager against any claims based upon an act or omission amounting to malfeasance in office or willful or wanton neglect of duty as provided in ORS 30.275(2) and ORS 30.287 (1)(3).

**8. NOTICES**

8.1 Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be mailed by Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

Port of Brookings Harbor  
P.O. Box 848  
Brookings, OR 97415

Katherine Lindley Hall  
98373 N. Bank Rd.  
Brookings, OR 97415

with a copy to:

James C. Coffey  
Stebbins & Coffey  
P.O. Box 1006  
North Bend, OR 97459

8.2 Any notice or other communication shall be deemed to be given at the expiration of the 2nd day after the date of deposit in the United States Mail. The addresses to which notices or other communication shall be mailed may be changed from time to time by giving written notice to the other party.

**9. ATTORNEY FEES**

In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom or to interpret any provision of this Agreement, 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

*Handwritten initials*

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.

**10. AMENDMENTS**

This Agreement may be amended only by an instrument in writing executed by all the parties.

**11. HEADINGS**

The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

**12. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

**13. SEVERABILITY**

If any provision of this Agreement shall be invalid or unenforceable in respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

**14. WAIVER**

A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

Handwritten initials or signature.

**15. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**16. ARBITRATION**

**16.1.** Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance or interpretation of this Agreement, shall be 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.

**16.2** Any party asserting a claim arising out of or relating to this Agreement 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 Coos County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

**16.3** The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. The provision of Section 9 shall also apply to arbitration, and in the event of arbitration under the provisions of this Agreement, the prevailing party shall be awarded reasonable attorney fees and related costs.

**16.4** 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 Agreement shall be kept confidential to the fullest extent permitted by law.

**16.5** 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 Agreement.




16.6 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.

16.7 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.

16.8 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 16 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 Water Board is made a party to such claim or litigation so initiated by a third party, Water Board 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 Water Board is required to, or in fact does, initiate a cross claim, counterclaim, or third-party claim under Subclause (iii) of Subsection 16.7. above.

PORT OF BROOKINGS HARBOR

By: \_\_\_\_\_  
Angi Christian – Chairperson

By:  \_\_\_\_\_  
Katherine Lindley Hall – Temporary Interim Manager



January 31, 2018

P.O. Box 2457  
Brookings, OR 97415  
(541) 469-5225  
(541) 469-5646

Port of Brookings Harbor  
Board of Commissioners  
P.O. Box 848  
Brookings, OR 97415

Re: Follow up of October 11, 2017 meeting

Board of Commissioners,

Thank you for the information we received from your former Operations Manager Gary Dehlinger for the square footage of the expansions and changes to the businesses at the Port. Using this information we will determine the amount of the additional Systems Development Charges due per District Ordinance 07-01-O Section 8.04 for each expansion or change.


## 8.04 Assessment of Charge

- (A) A systems development charge is hereby imposed upon all new development within the District's service area or that is served by the District which connects to the capital improvement or which increases the usage of any capital improvements or which contributes to the need for additional or enlarge capital improvements. This shall include both new construction and alteration, expansion or replacement of a building or development if such alteration, expansion or replacement results in an increase in the number of EDUs or fixtures compared to the present number of EDUs in the development. For alterations, expansions, and replacements, the amount of the systems development charge to be paid shall be the difference between the rate for the proposed development and the rate that would be imposed for the development prior to the alteration, expansion, or replacement.

At the Harbor Sanitary District Board meeting of January 9, 2017 the Board of Directors voted to make a one-time exception to Resolution 12-02-R to allow the Port of Brookings Harbor, a Government agency, to transfer the System Development Charges from the Port RV Park to other properties owned by the Port that are not adjacent to the RV Park.

Please contact me if you have any questions through the Harbor Sanitary District Office at 541-469-5225.

Respectfully,

  
Kelly Beebe  
District Manager  
Harbor Sanitary District