

**PORT OF BROOKINGS HARBOR**  
**Regular Commission Meeting**  
**Tuesday, January 19, 2021 • 6:00pm**  
**Teleconference Only**

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**Teleconference Call-In Number: 1 (253) 215-8782**

**Meeting ID: 831 6632 9931**

**Passcode: 233616**

**(to mute/unmute: \* 6)**

*When calling in, please announce your arrival and state your name when you join the meeting.*

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**TENTATIVE AGENDA**

	<b>PAGE</b>
<b>1. CALL MEETING TO ORDER</b>	
• Roll Call	
• Modifications, Additions, and Changes to the Agenda	
• Declaration of Potential Conflicts of Interest	
<b>2. APPROVAL OF AGENDA</b>	
<b>3. APPROVAL OF MEETING MINUTES</b>	
A. Approve Minutes of Supplemental Budget Hearing Tuesday December 15, 2020.....	2
B. Approve Minutes of Regular Commissioner Meeting Tuesday December 15, 2020.....	3
*** <i>Sample motion: Motion to approve meeting minutes for Tuesday December 15, 2020.</i> ***	
<b>4. PUBLIC COMMENTS</b> – (Limited to a maximum of three minutes per person. Please email your comments to <a href="mailto:danielle@portofbrookingsharbor.com">danielle@portofbrookingsharbor.com</a> prior to the meeting. ***Please wait to be called on before speaking***)	
<b>5. MANAGEMENT REPORTS</b>	
A. Financial Report – December 2020.....	6
B. Safety Report – December 2020.....	37
C. Harbormaster Report – December 2020.....	38
D. Port Manager Report – December 2020.....	41
*** <i>Sample motion: Motion to approve management reports for December 2020 as discussed.</i> ***	
<b>6. ACTION ITEMS</b>	
A. Blue Fin Realty Lease.....	51
B. Financial Consultant Contract.....	64
C. Mike Smith Account.....	78
D. Corey Sample Account.....	90
E. Port Restroom Facilities.....	99
<b>7. INFORMATION ITEMS</b>	
A. None	
<b>8. COMMISSIONER COMMENTS</b>	
<b>9. NEXT REGULAR MEETING DATE</b> – Tuesday, February 16, 2021 at 6:00pm	
<b>10. ADJOURNMENT</b>	

A request for an interpreter for the hearing impaired, for those who want to participate but do not have access to a telephone, or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to Port of Brookings Harbor Office at 541-469-2218.

**DRAFT MINUTES  
MEETING OF THE BOARD OF COMMISSIONERS  
PORT OF BROOKINGS HARBOR DISTRICT**

**Tuesday, December 15, 2020**

The Port of Brookings Harbor District met in Supplemental Budget Hearing session on the above date at 5:45 P.M. Open session via Zoom teleconference.

**1. CALL MEETING TO ORDER**

- **Roll Call**
  - Commissioners present: Commissioner Joseph Speir, Secretary/Treasurer Sharon Hartung, President Roy Davis, Vice President Richard Heap. Commissioner Kenneth Range was absent
  - Staff present: Port Manager Gary Dehlinger, Harbormaster Travis Webster, and Administrative Assistant Danielle Shepard.
- **Modifications, Additions, and Changes to the Agenda**
  - There was no modifications, additions, or changes to the agenda.
- **Declaration of Potential Conflicts of Interest**
  - There was no declaration of potential conflicts of interest.

**2. APPROVAL OF AGENDA**

- *Heap made a motion to approve the agenda as written. Second by Speir. Motion passed 4-0.*

**3. PRESENTATION OF SUPPLEMENTAL BUDGET FOR FY 2020-21**

- I. Port Manager presented item.
- II. Commission discussed item.

**4. PUBLIC COMMENTS**

- No public comments.

**5. APPROVAL OF BUDGET**

- I. *Speir made a motion to approve the proposed Supplemental Budget for the Port of Brookings Harbor's 2020-2021 fiscal year. Second by Hartung. Motion passed 4-0.*

**6. ADJOURNMENT**

- President adjourned the meeting at 5:55 pm.

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Secretary/Treasurer, Sharon Hartung

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Date Signed

*An audio recording was made of these proceedings. The recording and the full commission packet are available on the Ports website: [www.portofbrookingsharbor.com](http://www.portofbrookingsharbor.com)*

**DRAFT MINUTES  
MEETING OF THE BOARD OF COMMISSIONERS  
PORT OF BROOKINGS HARBOR DISTRICT**

**Tuesday, December 15, 2020**

The Port of Brookings Harbor District met in regular session on the above date at 6:00 P.M. Open session via zoom teleconference.

**1. CALL MEETING TO ORDER**

- **Roll Call**
  - Commissioners present: Commissioner Joseph Speir, Secretary/Treasurer Sharon Hartung, President Roy Davis, Vice President Richard Heap, and Commissioner Kenneth Range.
  - Staff present: Port Counsel Martha Rice, Port Manager Gary Dehlinger, Harbormaster Travis Webster, and Administrative Assistant/Safety Coordinator Danielle Shepard.
- **Modifications, Additions, and Changes to the Agenda**
  - There was no modifications, additions, or changes to the agenda.
- **Declaration of Potential Conflicts of Interest**
  - There was no declaration of potential conflicts of interest.

**2. APPROVAL OF AGENDA**

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

**3. APPROVAL OF MEETING MINUTES**

- A. Approve minutes of Regular Meeting Tuesday, November 17, 2020**
  - I. *Heap made a motion to approve meeting minutes for Tuesday November 17, 2020. Second by Speir. Motion passed 4-1. Yes: Hartung, Speir, Range, Heap. No: Davis.*

**4. PUBLIC COMMENTS**

- No public comments.

**5. MANAGEMENT REPORTS**

- A. Financial Report – November 2020**
  - I. Port Manager presented item.
- B. Safety Report – November 2020**
  - I. Safety Coordinator presented item.
  - II. Commission discussed item.
- C. Harbormaster Report – November 2020**
  - I. Harbormaster presented item.
  - II. Commission discussed item.

**D. Port Manager Report – November 2020**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. *Speir made a motion to approve management reports for November 2020 as discussed. Second by Hartung. Motion passed 5-0.*

**6. ACTION ITEMS**

**A. Supplemental Budget FY 2020-21**

- I. Port Manager presented item.
- II. *Heap made a motion to approve Resolution No. 549, Resolution Adopting the Budget. Second by Speir. Motion passed 5-0.*

**B. Resolution No. 546, Debt Service RV Park Improvement Fund**

- I. *Range made a motion to approve draft Resolution No. 546, Debt Service RV Park Improvement Fund. Second by Speir. Motion passed 5-0.*

**C. Resolution No. 547, Port Construction Fund**

- I. *Speir made a motion to approve Resolution No. 547, Port Construction Fund. Second by Heap. Motion passed 5-0.*

**D. Resolution No. 548, Signing Documents for Lot Line Adjustment**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. *Heap made a motion to approve Resolution No. 548, Signing Documents for Lot Line Adjustment. Second by Hartung. Motion passed 5-0.*

**E. Pacific Seafood Lease Extension**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. *Range made a motion to approve draft Sublease Extension Agreement with BC Fisheries and Pacific Seafood Group for 3 months through January 31, 2021. Second by Speir. Motion passed 5-0.*

**F. Hungry Clam Lease**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. *Speir made a motion to approve draft Hungry Clam Amended and Restated Lease. Second by Range. Motion passed 5-0.*

**G. Crow/Clay Contract Amendment No. 3**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. *Speir made a motion to approve draft Crow/Clay Contract Amendment No. 3 as written. Second by Range. Motion passed 5-0.*

**H. Security Camera Procurement**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. Harbormaster discussed item.

IV. *Range made a motion to approve all necessary expenditures for the initial installation of the security camera system with Oregon Alarm not to exceed \$49,000 and allow the Port Manager or designee to sign contract documents to complete this project. Second by Heap. Motion passed 4-1. Yes: Hartung, Range, Heap, Davis. No: Speir.*

**I. Pitney Bowes/NASPO Value Point Mailing/Postage Equipment Lease**

- I. Port Manager presented item.
- II. *Speir made a motion to approve Pitney Bowes/NAPSO Value Point Mailing and Postage Equipment lease for the Port Office. Second by Hartung. Motion passed 5-0.*

**7. INFORMATION ITEMS**

**A. Travel Lift Erosion Protection**

- I. Harbormaster presented item.
- II. Commission discussed item.

**B. Seal Cove Realty Lease**

- I. Port Manager presented item.

**C. Ronald Burger Small Claim Case**

- I. Port Manager presented item.
- II. Commission discussed item.

**D. DEQ Tier 1 Report**

- I. Port Manager and Harbormaster presented item.
- II. Commission discussed item.

**E. Icehouse Pile and Catwalk Damage**

- I. Port Manager presented item.
- II. Commission discussed item.

**8. COMMISSIONER COMMENTS**

- Commissioners reported on their recent activities.

**9. NEXT REGULAR MEETING DATE – Tuesday, January 19, 2021 at 6:00 P.M.**

**10. ADJOURNMENT**

- President adjourned the meeting at 7:27 pm.

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Secretary/Treasurer, Sharon Hartung

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Date Signed

*An audio recording was made of these proceedings. The recording and the full commission packet are available on the Ports website: [www.portofbrookingsharbor.com](http://www.portofbrookingsharbor.com)*

# FINANCIAL SUMMARY REPORT

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**Date:** January 19, 2021  
**Period:** Month End Report of Financial Activities for December 2020  
**To:** Honorable Board President and Harbor District Board Members  
**Issued by:** Gary Dehlinger, Port Manager

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## December 2020 Financial Reports

### Overview / Comments

#### Balance Sheet

End of the month unrestricted cash and equivalents totaled \$375,458. Restricted cash and equivalents totaled \$869,987, with Total Assets (cash) at \$1,260,480.

#### Profit & Loss

Total revenues from all funds were \$381,950. Total expenses were \$451,758\*. The net income for the Port was negative \$69,809.

General Fund program revenues were \$157,092. General Fund program expenditures were \$213,569. Unusual expenses this month include:

1. \$72,500 4<sup>th</sup> Quarter Debt Payment to Business Oregon
2. \$14,628 Various costs to construct the new Port Shop Office under COVID-19
3. \$11,260 for the purchase and installation of the new fuel pump dispenser to Pump Pipe & Tank Services
4. \$6,773 for DEQ 1200-Z Permit expenditures (\$1,257 DEQ Annual Fee, \$1,962 Stormwater Biochar sandbags, \$3,240 Grants Pass Water Lab stormwater testing and \$315 City of Brookings street sweeping)
5. \$3,912 for equipment maintenance to Pape Material Handling
6. \$2,000 for the County application for the lot line adjustment at Righetti's property
7. \$736 to disconnect old Zola's sewer line (\$276 for Roto Rooter to pump out the tank and \$460 to Bond Construction to cap the line)

Legacy Contracting submitted a pay request for \$133,515 for the Fuel Dock Repair Project. Port paid Legacy and received reimbursement in the same amount from Business Oregon.

Port received \$21,605 reimbursement from Coronavirus Relief Fund to purchase extra cleaning materials, extra cleaning, and some new office expense.

Port received \$11,623 from Coos Curry Electric patronage.

Fuel Dock purchased \$8,799 of fuel.

\$47,945 was transferred out of the General Fund. \$45,945 to Debt Funds and \$2,000 to the Reserve Fund.

*\* Depreciation expense is not included in the budget or in our financial reports. If depreciation expense was included in the budget it would be difficult to balance the budget, and depreciation is not a cash expense, required under Generally Accepted Accounting Principles (GAAP), but not Governmental Accounting Standards Board (GASB).*

## **Profit & Loss vs. Budget Performance**

We have completed six (6) months of the fiscal year; the year is 50% complete.

### ✓ **Income**

Any number above 50% is ahead of budget.

Total Income is 56.9% or 6.9% above budget.

General Fund Program Revenue is 53.9% or 3.9% above budget. Port general program revenues is on track to meet budgeted amounts.

### ✓ **Expenses**

Any number below 50% is ahead of budget.

Total Expense is 46.9% or 3.1% below budget. Port has expended less than budgeted.

General Fund Expenditure is 55.8% or 5.8% above budget. Port has expended more than budgeted. Port will continue to monitor closely what it spends and purchase only what is necessary.

## **DOCUMENTS**

- Port Balance Sheet, 2 pages
- Profit & Loss December 2020, 4 pages
- Profit & Loss and Budget Performance FY 2020-2021, July thru December 2020, 5 pages
- Check Register, 4 pages
- Vendor Expense Report January 1, 2020 thru December 31, 2020, 13 pages
- Financial Debt Summary, 4<sup>th</sup> Quarter 2020 numbers, 1 page

Port of Brookings Harbor  
**Balance Sheet**  
 As of December 31, 2020

	Dec 31, 20
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
100 · UNRESTRICTED CASH & EQUIVALENTS	
101 · GENERAL FUND CHECKING & LGIP	
10103 · General Funds Ckg Umpqua 3634	104,056.58
10105 · General Fund LGIP 6017	254,100.81
10107 · Dredging Fund LGIP 6254	15,408.65
	373,566.04
10101 · Petty Cash	391.58
10102 · COUNTER CASH	
10102.1 · Office/Reception Cash Drawer	200.00
10102.2 · RV Park Cash Drawer	500.00
10102.3 · Fuel Dock Cash Drawer	800.00
	1,500.00
Total 100 · UNRESTRICTED CASH & EQUIVALENTS	375,457.62
110 · RESTRICTED CASH & EQUIVALENTS	
104 · RESTRICTED MONEY MKT & CHECKING	
20104 · USDA BOND Umpqua MM 9529	2,519.72
30104 · Debt Service Umpqua MM 8627	2,513.11
40104 · Capital Projects Umpqua 8018	2,500.00
	7,532.83
105 · RESTRICTED LGIP	
20105 · USDA Bond Fund LGIP 6021	34,546.13
30105 · IFA Debt Service Fund LGIP 6020	20,057.29
50105 · Reserve Fund LGIP 6018	174,061.30
70105 · Capital Projects Fund 6273	633,789.55
	862,454.27
Total 110 · RESTRICTED CASH & EQUIVALENTS	869,987.10
Total Checking/Savings	1,245,444.72
Accounts Receivable	
120 · ACCOUNTS RECEIVABLE	-12,564.92
Total Accounts Receivable	-12,564.92
Other Current Assets	
130 · DUE FROM TRANSFERS	
40130 · Due From Capital Projects	27,600.40
	27,600.40
Total 130 · DUE FROM TRANSFERS	27,600.40
Total Other Current Assets	27,600.40
Total Current Assets	1,260,480.20
<b>TOTAL ASSETS</b>	<b>1,260,480.20</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
200 · ACCOUNTS PAYABLE	





Port of Brookings Harbor  
**Balance Sheet**  
 As of December 31, 2020

	Dec 31, 20
10201 · General Fund Accounts Payable	-75.57
Total 200 · ACCOUNTS PAYABLE	-75.57
Total Accounts Payable	-75.57
Credit Cards	
106 · RCU VISA ACCT	2,211.92
Total Credit Cards	2,211.92
Other Current Liabilities	
100222 · Payroll Liabilities	
10222 · HealthCare Premium - Dependent	-57.56
Total 100222 · Payroll Liabilities	-57.56
10226 · Lodging Tax Payable	11,219.76
230 · DUE TO TRANSFERS	
40230 · Due To General from Capt Proj	27,600.40
Total 230 · DUE TO TRANSFERS	27,600.40
Total Other Current Liabilities	38,762.60
Total Current Liabilities	40,898.95
Total Liabilities	40,898.95
Equity	
300 · Fund Balance	
301 · Unappropriated Balance	
10301 · General Fund Unappropriated Bal	280,775.87
20301 · Revenue Bond Unappropriate Bal	99,897.67
30301 · Debt Service Unappropriated Bal	21,005.79
40301 · Capital Project Unappropriated	10,578.95
50301 · Reserve Fund Unappropriated Bal	33,092.32
Total 301 · Unappropriated Balance	445,350.60
302 · Appropriated Carryover	
10302 · General Fund Appropriated Carry	-280,775.87
20302 · Revenue Bond Appropriated Carry	-99,897.67
30302 · Debt Service Appropriated Carry	-21,005.79
40302 · Capital Proj Appropriated Carry	-10,578.95
50302 · Reserve Fund Appropriated Carry	-33,092.32
Total 302 · Appropriated Carryover	-445,350.60
Total 300 · Fund Balance	0.00
3900 · RETAINED EARNINGS	603,812.03
Net Income	615,769.22
Total Equity	1,219,581.25
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,260,480.20</b>

Port of Brookings Harbor  
Profit & Loss  
December 2020

	Dec 20
Income	
400 · REVENUES	
401 · GENERAL FUND REVENUES	
10412 · Property Tax Current	4,187.28
10413 · Property Tax Prior	229.16
10414 · Interest General Fund	118.91
10418 · Miscellaneous	11,863.33
10420 · Grants & Other Funding - GF	26,430.22
Total 401 · GENERAL FUND REVENUES	42,828.90
402 · GENERAL FUND PROGRAM REVENUES	
10421 · MARINA	
10421.2 · Moorage	
10421.3 · Commercial Slip Rent	11,536.56
10421.4 · Recreational Slip Rent	30,369.83
10421.5 · Transient	1,859.00
10421.6 · Liveaboard	2,100.00
10421.2 · Moorage - Other	300.00
Total 10421.2 · Moorage	46,165.39
10421.8 · Storage	4,512.74
10421 · MARINA - Other	1,078.65
Total 10421 · MARINA	51,756.78
10421.9 · Administration Fees	981.90
10422 · BEACHFRONT RV PARK	
10422.1 · Space Rental	28,976.64
10422.2 · Wood Sales	95.00
10422.3 · Other Sales	1,255.00
Total 10422 · BEACHFRONT RV PARK	30,326.64
10423 · BOATYARD	7,841.21
10424 · COMMERCIAL RETAIL	54,106.96
10425 · FUEL DOCK	12,078.90
Total 402 · GENERAL FUND PROGRAM REVENUES	157,092.39
420 · USDA REVENUE BOND FUND	
20414 · Interest Revenue Bond Fund	21.59
20419 · Transfer to USDA Bond Fund	10,843.00
Total 420 · USDA REVENUE BOND FUND	10,864.59
430 · DEBT SERVICE FUND REVENUE	
30414 · Interest Debt Service Fund	32.88
30419 · Transfer to Debt Service Fund	30,291.71
Total 430 · DEBT SERVICE FUND REVENUE	30,324.59
440 · CAPITAL PROJECTS FUND REVENUE	
40416 · Government Funding	
40416.3 · State Lottery Funding	133,515.00
Total 40416 · Government Funding	133,515.00
Total 440 · CAPITAL PROJECTS FUND REVENUE	133,515.00
450 · RESERVE FUND REVENUE	
50414 · Interest Reserve Fund	110.42

Port of Brookings Harbor  
**Profit & Loss**

December 2020

	<u>Dec 20</u>
50419 · Transfer to Reserve Fund	2,000.00
<b>Total 450 · RESERVE FUND REVENUE</b>	<b>2,110.42</b>
460 · DEBT SERV. RV PARK IMPROV. FUND	
60419 · Transfer OR FFC 2020 Debt Serv.	4,809.87
<b>Total 460 · DEBT SERV. RV PARK IMPROV. FUND</b>	<b>4,809.87</b>
470 · PORT CONSTRUCTION FUND REVENUE	
70414 · Interest Port Construction Fund	404.02
<b>Total 470 · PORT CONSTRUCTION FUND REVENUE</b>	<b>404.02</b>
<b>Total 400 · REVENUES</b>	<b>381,949.78</b>
<b>Total Income</b>	<b>381,949.78</b>
<b>Gross Profit</b>	<b>381,949.78</b>
<b>Expense</b>	
600 · GENERAL FUND EXPENDITURES	
10900 · Operating Transfers Out General	47,944.58
500 · PERSONNEL SERVICES	
10501 · Port Manager	9,326.40
10502 · Port Office Staff	11,823.74
10503 · RV Park Office Staff	3,305.37
10504 · Operations Staff	26,587.43
10505 · Overtime	
10505.1 · Office	119.30
10505 · Overtime - Other	38.17
<b>Total 10505 · Overtime</b>	<b>157.47</b>
10506 · Payroll Taxes/Costs/Benefits	
10506.1 · Paid Holidays	3,835.20
10506.2 · Sick Leave Benefit	
Families First COVID-19 Act	809.90
10506.2 · Sick Leave Benefit - Other	294.85
<b>Total 10506.2 · Sick Leave Benefit</b>	<b>1,104.75</b>
10506.3 · Vacation	2,508.35
10506.5 · SEP Retirement	
10506.6 · Office	1,881.09
10506.7 · Operations	2,256.33
10506.8 · Port Manager	979.59
<b>Total 10506.5 · SEP Retirement</b>	<b>5,117.01</b>
10506.9 · Personal Vehicle Allowance	469.59
10506 · Payroll Taxes/Costs/Benefits - Other	5,316.15
<b>Total 10506 · Payroll Taxes/Costs/Benefits</b>	<b>18,351.05</b>
10509 · Health Care and Dental	6,821.10
<b>Total 500 · PERSONNEL SERVICES</b>	<b>76,372.56</b>
601 · GENERAL FUND Material & Service	
10601 · ADVERTISING & NOTIFICATIONS	245.31
10602 · REPAIRS & MAINTENANCE	
10602.1 · Maintenance & Repairs	
10602.5 · Projects	460.00

**Port of Brookings Harbor**  
**Profit & Loss**  
 December 2020

	Dec 20
10602.1 · Maintenance & Repairs - Other	5,307.87
Total 10602.1 · Maintenance & Repairs	5,767.87
10602.2 · Contracts and Agreements	3,623.35
10602.3 · Tools & Equipment Purchases	739.28
10602.4 · Supplies & Services	25,899.97
Total 10602 · REPAIRS & MAINTENANCE	36,030.47
10603 · FUEL purchased for resale	8,799.13
10605 · UTILITIES	
10605.1 · Electric & Propane Gas	19,024.85
10605.2 · Water, Sanitary & Waste	11,635.85
10605.3 · Telecommunications & Cable TV	1,769.44
Total 10605 · UTILITIES	32,430.14
10606 · OFFICE EXPENSE	2,747.95
10607 · BANK SERVICE & FINANCE FEES	2,177.45
10608 · TRAINING & TRAVEL	343.84
10609 · PERMITS, LICENSES, TAXES & MISC	1,561.90
10611 · PROFESSIONAL FEES	
10611.1 · Accounting	500.00
10611.2 · Attorney	898.00
10611.6 · Payroll Administration	263.16
10611.7 · IT/Computer Support	99.00
Total 10611 · PROFESSIONAL FEES	1,760.16
Total 601 · GENERAL FUND Material & Service	86,096.35
710 · GENERAL FUND CAPITAL OUTLAY	
10704 · Equipment	11,261.00
Total 710 · GENERAL FUND CAPITAL OUTLAY	11,261.00
Total 600 · GENERAL FUND EXPENDITURES	221,674.49
630 · DEBT SERVICE FUND EXPENDITURES	
30802P · IFA PRINCIPAL	
30802.1 · OBDD #520139/Boardwalk Prin	3,793.46
30802.2 · OBDD #525172/RV Park Prin.	3,420.92
30802.3 · OBDD #525176/Green Bldg Prn	6,024.09
30802.4 · OBDD #525181/EurekaFish Prn	3,912.98
30802.5 · SPWF #L02009/Cold Strg Prin	19,084.86
30802.8 · SPWF L02001/MarineFuel Dock Prn	31,578.76
30802.9 · SPWF X03004/Eureka Fishery Prin	4,684.93
Total 30802P · IFA PRINCIPAL	72,500.00
801 · Principal	
30803P · 50 BFMII Travelift Principal	3,973.02
30804P · 2018 Genie Forklift Principal	1,136.09
Total 801 · Principal	5,109.11
810 · Interest Payments	
30813I · 50 BFMII Travelift Interest	685.98
30814I · 2018 Genie Forklift Interest	328.62
Total 810 · Interest Payments	1,014.60

Port of Brookings Harbor  
Profit & Loss  
December 2020

	Dec 20
Total 630 · DEBT SERVICE FUND EXPENDITURES	78,623.71
640 · CAPT. PROJ. EXPENDITURES	
740 · CAPT. PROJ. CAPITAL OUTLAY	
40702 · Land Improvement - Capt Proj	
40702.1 · Engineering/Consultants	2,862.50
40702.2 · Materials & Services	138,935.40
Total 40702 · Land Improvement - Capt Proj	141,797.90
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	141,797.90
Total 640 · CAPT. PROJ. EXPENDITURES	141,797.90
660 · DEBT SERV. RV PARK EXPENDITURES	
60806P · RV Park Improv. Loan Principal	3,132.00
60815I · RV Park Improv. Loan Interest	1,677.87
Total 660 · DEBT SERV. RV PARK EXPENDITURES	4,809.87
670 · PORT CONST FUND EXPENDITURES	
70100 · PORT CONST. CAPITAL OUTLAY	
70700 · Land Improvement - Port Const.	4,852.44
Total 70100 · PORT CONST. CAPITAL OUTLAY	4,852.44
Total 670 · PORT CONST FUND EXPENDITURES	4,852.44
Total Expense	451,758.41
Net Income	-69,808.63

Port of Brookings Harbor  
Profit & Loss Budget Performance FY 2020-2021  
July through December 2020

	Jul - Dec 20	Budget	% of Budget
<b>Income</b>			
<b>400 · REVENUES</b>			
<b>401 · GENERAL FUND REVENUES</b>			
10411 · Cash Carry Over	0.00	319,000.00	0.0%
10412 · Property Tax Current	221,620.56	245,000.00	90.5%
10413 · Property Tax Prior	7,176.77	9,500.00	75.5%
10414 · Interest General Fund	1,124.33	3,570.00	31.5%
10415 · Loans - General Fund	700,000.00	700,000.00	100.0%
10417 · Assets Sales	0.00	6,000.00	0.0%
10418 · Miscellaneous	18,811.62	29,652.00	63.4%
10419 · Transfer to General Fund	15,267.02		
10420 · Grants & Other Funding - GF	87,786.18	100,000.00	87.8%
<b>Total 401 · GENERAL FUND REVENUES</b>	<b>1,051,786.48</b>	<b>1,412,722.00</b>	<b>74.5%</b>
<b>402 · GENERAL FUND PROGRAM REVENUES</b>			
<b>10421 · MARINA</b>			
<b>10421.2 · Moorage</b>			
10421.3 · Commercial Slip Rent	48,226.87		
10421.4 · Recreational Slip Rent	188,500.86		
10421.5 · Transient	10,486.08		
10421.6 · Liveaboard	3,450.00		
10421.2 · Moorage - Other	3,700.00		
<b>Total 10421.2 · Moorage</b>	<b>254,363.81</b>		
10421.8 · Storage	42,673.34		
10421 · MARINA - Other	21,061.84	640,000.00	3.3%
<b>Total 10421 · MARINA</b>	<b>318,098.99</b>	<b>640,000.00</b>	<b>49.7%</b>
10421.9 · Administration Fees	2,585.19		
<b>10422 · BEACHFRONT RV PARK</b>			
10422.1 · Space Rental	310,750.03		
10422.2 · Wood Sales	2,230.00		
10422.3 · Other Sales	16,675.00		
10422 · BEACHFRONT RV PARK - Other	0.00	571,000.00	0.0%
<b>Total 10422 · BEACHFRONT RV PARK</b>	<b>329,655.03</b>	<b>571,000.00</b>	<b>57.7%</b>
10423 · BOATYARD	42,610.31	70,000.00	60.9%
10424 · COMMERCIAL RETAIL	263,483.99	515,000.00	51.2%
10425 · FUEL DOCK	350,600.81	630,000.00	55.7%
10426 · PROPERTY GROUND EVENT USE	-43.75	0.00	100.0%
<b>Total 402 · GENERAL FUND PROGRAM REVEN...</b>	<b>1,306,990.57</b>	<b>2,426,000.00</b>	<b>53.9%</b>
<b>420 · USDA REVENUE BOND FUND</b>			
20411 · Cash Carry Over - USDA Revenue	0.00	98,395.00	0.0%
20414 · Interest Revenue Bond Fund	469.62	2,000.00	23.5%
20419 · Transfer to USDA Bond Fund	65,058.00	130,120.00	50.0%
<b>Total 420 · USDA REVENUE BOND FUND</b>	<b>65,527.62</b>	<b>230,515.00</b>	<b>28.4%</b>
<b>430 · DEBT SERVICE FUND REVENUE</b>			
30411 · Cash Carry Over - Debt Service	0.00	23,602.00	0.0%
30414 · Interest Debt Service Fund	368.75	1,500.00	24.6%
30419 · Transfer to Debt Service Fund	181,750.26	368,283.00	49.4%
<b>Total 430 · DEBT SERVICE FUND REVENUE</b>	<b>182,119.01</b>	<b>393,385.00</b>	<b>46.3%</b>
<b>440 · CAPITAL PROJECTS FUND REVENUE</b>			

Port of Brookings Harbor  
**Profit & Loss Budget Performance FY 2020-2021**  
July through December 2020

	Jul - Dec 20	Budget	% of Budget
40411 · Cash Carry Over - Capt Proj	0.00	2,500.00	0.0%
40416 · Government Funding			
40416.1 · Grant Funding	0.00	0.00	0.0%
40416.2 · FEMA Funding	0.00	120,000.00	0.0%
40416.3 · State Lottery Funding	173,113.00	570,000.00	30.4%
<b>Total 40416 · Government Funding</b>	<b>173,113.00</b>	<b>690,000.00</b>	<b>25.1%</b>
40419 · Transfer to Capital Project	-15,093.75	75,000.00	-20.1%
<b>Total 440 · CAPITAL PROJECTS FUND REVEN...</b>	<b>158,019.25</b>	<b>767,500.00</b>	<b>20.6%</b>
<b>450 · RESERVE FUND REVENUE</b>			
50411 · Cash Carry Over - Reserve Fund	0.00	130,000.00	0.0%
50414 · Interest Reserve Fund	791.50	3,000.00	26.4%
50419 · Transfer to Reserve Fund	12,000.00	24,000.00	50.0%
<b>Total 450 · RESERVE FUND REVENUE</b>	<b>12,791.50</b>	<b>157,000.00</b>	<b>8.1%</b>
<b>460 · DEBT SERV. RV PARK IMPROV. FUND</b>			
60419 · Transfer OR FFC 2020 Debt Serv.	24,049.35	52,908.00	45.5%
<b>Total 460 · DEBT SERV. RV PARK IMPROV. FU...</b>	<b>24,049.35</b>	<b>52,908.00</b>	<b>45.5%</b>
<b>470 · PORT CONSTRUCTION FUND REVENUE</b>			
70414 · Interest Port Construction Fund	2,717.87	5,000.00	54.4%
70419 · Transfers to Port Const. Fund	684,000.00	684,000.00	100.0%
<b>Total 470 · PORT CONSTRUCTION FUND REVE...</b>	<b>686,717.87</b>	<b>689,000.00</b>	<b>99.7%</b>
<b>Total 400 · REVENUES</b>	<b>3,488,001.65</b>	<b>6,129,030.00</b>	<b>56.9%</b>
<b>Total Income</b>	<b>3,488,001.65</b>	<b>6,129,030.00</b>	<b>56.9%</b>
<b>Gross Profit</b>	<b>3,488,001.65</b>	<b>6,129,030.00</b>	<b>56.9%</b>
<b>Expense</b>			
<b>600 · GENERAL FUND EXPENDITURES</b>			
10900 · Operating Transfers Out General	951,763.86	1,334,311.00	71.3%
<b>500 · PERSONNEL SERVICES</b>			
10501 · Port Manager	43,443.44	84,500.00	51.4%
10502 · Port Office Staff	52,414.77	116,465.00	45.0%
10503 · RV Park Office Staff	21,154.09	48,194.00	43.9%
10504 · Operations Staff	118,044.74	256,620.00	46.0%
10505 · Overtime			
10505.1 · Office	1,523.58	863.00	176.5%
10505.2 · Operations	1,458.08		
10505 · Overtime - Other	38.17	9,137.00	0.4%
<b>Total 10505 · Overtime</b>	<b>3,019.83</b>	<b>10,000.00</b>	<b>30.2%</b>
10506 · Payroll Taxes/Costs/Benefits			
10506.1 · Paid Holidays	7,267.20		
10506.2 · Sick Leave Benefit			
Families First COVID-19 Act	1,463.02		
10506.2 · Sick Leave Benefit - Other	1,253.47		
<b>Total 10506.2 · Sick Leave Benefit</b>	<b>2,716.49</b>		
10506.3 · Vacation	19,811.93		
10506.5 · SEP Retirement			
10506.6 · Office	8,910.59		
10506.7 · Operations	10,483.76		

Port of Brookings Harbor  
**Profit & Loss Budget Performance FY 2020-2021**  
July through December 2020

	Jul - Dec 20	Budget	% of Budget
10506.8 · Port Manager	4,952.04		
Total 10506.5 · SEP Retirement	24,346.39		
10506.9 · Personal Vehicle Allowance	2,191.42		
10507 · Payroll Taxes	5,350.08		
10506 · Payroll Taxes/Costs/Benefits - Other	20,202.56	141,785.00	14.2%
Total 10506 · Payroll Taxes/Costs/Benefits	81,886.07	141,785.00	57.8%
10508 · Workers Compensation	7,536.46	18,920.00	39.8%
10509 · Health Care and Dental	42,442.40	81,855.00	51.9%
Total 500 · PERSONNEL SERVICES	369,941.80	758,339.00	48.8%
601 · GENERAL FUND Material & Service			
10601 · ADVERTISING & NOTIFICATIONS	1,817.53	14,105.00	12.9%
10602 · REPAIRS & MAINTENANCE			
10602.1 · Maintenance & Repairs			
10602.5 · Projects	123,638.92		
10602.1 · Maintenance & Repairs - Other	21,792.46	0.00	100.0%
Total 10602.1 · Maintenance & Repairs	145,431.38	0.00	100.0%
10602.2 · Contracts and Agreements	22,884.48		
10602.3 · Tools & Equipment Purchases	1,594.67		
10602.4 · Supplies & Services	89,370.63		
10602 · REPAIRS & MAINTENANCE - Other	577.00	342,586.00	0.2%
Total 10602 · REPAIRS & MAINTENANCE	259,858.16	342,586.00	75.9%
10603 · FUEL purchased for resale	281,897.41	580,000.00	48.6%
10605 · UTILITIES			
10605.1 · Electric & Propane Gas	49,959.57		
10605.2 · Water, Sanitary & Waste	89,045.52		
10605.3 · Telecommunications & Cable TV	9,725.12		
10605 · UTILITIES - Other	120.46	319,483.00	0.0%
Total 10605 · UTILITIES	148,850.67	319,483.00	46.6%
10606 · OFFICE EXPENSE	30,190.62	61,011.00	49.5%
10607 · BANK SERVICE & FINANCE FEES	24,856.40	34,818.00	71.4%
10608 · TRAINING & TRAVEL	713.61	10,162.00	7.0%
10609 · PERMITS, LICENSES, TAXES & MISC	4,793.46	12,085.00	39.7%
10610 · INSURANCE; PROP & CAS, BOND	45,575.39	86,996.00	52.4%
10611 · PROFESSIONAL FEES			
10611.1 · Accounting	3,000.00		
10611.2 · Attorney	9,264.00		
10611.3 · Audit	15,500.00		
10611.4 · Engineering/Consultant	38,415.00		
10611.6 · Payroll Administration	2,517.56		
10611.7 · IT/Computer Support	3,018.88		
10611 · PROFESSIONAL FEES - Other	0.00	97,463.00	0.0%
Total 10611 · PROFESSIONAL FEES	71,715.44	97,463.00	73.6%
Total 601 · GENERAL FUND Material & Service	870,268.69	1,558,709.00	55.8%
710 · GENERAL FUND CAPITAL OUTLAY			
10702 · Land Improvements	5,991.50	6,000.00	99.9%
10704 · Equipment	11,261.00	60,000.00	18.8%



Port of Brookings Harbor  
**Profit & Loss Budget Performance FY 2020-2021**  
July through December 2020

	Jul - Dec 20	Budget	% of Budget
Total 710 · GENERAL FUND CAPITAL OUTLAY	17,252.50	66,000.00	26.1%
920 · OPERATING CONTINGENCY	0.00	76,363.00	0.0%
Total 600 · GENERAL FUND EXPENDITURES	2,209,226.85	3,793,722.00	58.2%
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	76,111.75	76,112.00	100.0%
20810I · USDA Revenue Bond Interest	54,008.25	54,008.00	100.0%
Total 620 · USDA REVENUE BOND EXPENDITUR...	130,120.00	130,120.00	100.0%
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL			
30802.1 · OBDD #520139/Boardwalk Prin	11,380.38		
30802.2 · OBDD #525172/RV Park Prin.	10,262.76		
30802.3 · OBDD #525176/Green Bldg Prn	18,072.27		
30802.4 · OBDD #525181/EurekaFish Prn	11,738.94		
30802.5 · SPWF #L02009/Cold Strg Prin	57,254.58		
30802.6 · SPWF #L96003/RV Beach Prin	26,315.84		
30802.7 · SPWF L98004/Dock Impr Prin	22,473.24		
30802.8 · SPWF L02001/MarineFuel Dock Prn	42,104.60		
30802.9 · SPWF X03004/Eureka Fishery Prin	17,897.39		
30802P · IFA PRINCIPAL - Other	0.00	294,800.00	0.0%
Total 30802P · IFA PRINCIPAL	217,500.00	294,800.00	73.8%
801 · Principal			
30803P · 50 BFMII Travelift Principal	23,496.64	47,754.00	49.2%
30804P · 2018 Genie Forklift Principal	6,699.14	13,616.00	49.2%
Total 801 · Principal	30,195.78	61,370.00	49.2%
810 · Interest Payments			
30813I · 50 BFMII Travelift Interest	4,457.36	8,154.00	54.7%
30814I · 2018 Genie Forklift Interest	2,089.12	3,959.00	52.8%
Total 810 · Interest Payments	6,546.48	12,113.00	54.0%
Total 630 · DEBT SERVICE FUND EXPENDITURES	254,242.26	368,283.00	69.0%
640 · CAPT. PROJ. EXPENDITURES			
40602 · Materials & Services Capt Proj	46.00		
40900 · Operating Transfers Out Capital	15,267.02		
740 · CAPT. PROJ. CAPITAL OUTLAY			
40702 · Land Improvement - Capt Proj			
40702.1 · Engineering/Consultants	26,200.00		
40702.2 · Materials & Services	144,152.63		
40702 · Land Improvement - Capt Proj - Other	0.00	765,000.00	0.0%
Total 40702 · Land Improvement - Capt Proj	170,352.63	765,000.00	22.3%
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	170,352.63	765,000.00	22.3%
Total 640 · CAPT. PROJ. EXPENDITURES	185,665.65	765,000.00	24.3%
660 · DEBT SERV. RV PARK EXPENDITURES			
60806P · RV Park Improv. Loan Principal	15,584.46	34,540.00	45.1%
60815I · RV Park Improv. Loan Interest	8,464.89	18,368.00	46.1%
Total 660 · DEBT SERV. RV PARK EXPENDITURES	24,049.35	52,908.00	45.5%
670 · PORT CONST FUND EXPENDITURES			
70100 · PORT CONST. CAPITAL OUTLAY			

Port of Brookings Harbor  
**Profit & Loss Budget Performance FY 2020-2021**  
 July through December 2020

	Jul - Dec 20	Budget	% of Budget
70700 · Land Improvement - Port Const.	68,928.32	689,000.00	10.0%
<b>Total 70100 · PORT CONST. CAPITAL OUTLAY</b>	<b>68,928.32</b>	<b>689,000.00</b>	<b>10.0%</b>
<b>Total 670 · PORT CONST FUND EXPENDITURES</b>	<b>68,928.32</b>	<b>689,000.00</b>	<b>10.0%</b>
<b>930 · Fund Balances</b>			
10930 · Unappropriated Balance GF	0.00	45,000.00	0.0%
20930 · Unappropriated Balance-USDA	0.00	100,395.00	0.0%
30930 · Unappropriated Balance Debt	0.00	25,102.00	0.0%
40930 · Unappropriated Balance Capt Pro	0.00	2,500.00	0.0%
50930 · Unappropriated Balance Reserve	0.00	157,000.00	0.0%
<b>Total 930 · Fund Balances</b>	<b>0.00</b>	<b>329,997.00</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>2,872,232.43</b>	<b>6,129,030.00</b>	<b>46.9%</b>
<b>Net Income</b>	<b>615,769.22</b>	<b>0.00</b>	<b>100.0%</b>

Port of Brookings Harbor  
Check Registers  
As of December 31, 2020

Type	Num	Date	Name	Memo	Debit	Credit
<b>100 · UNRESTRICTED CASH &amp; EQUIVALENTS</b>						
<b>101 · GENERAL FUND CHECKING &amp; LGIP</b>						
<b>10103 · General Funds Ckg Umpqua 3634</b>						
Check	DEBIT	12/02/2020	Edward Jones	Employer Contribution 12/02/2020 ConfirmationQZQCS-5WGYG		132.82
Check	DEBIT	12/02/2020	Edward Jones	Employer Contribution 12/02/2020 ConfirmationQZQCS-5XDQZ		201.18
Check	DEBIT	12/02/2020	Edward Jones	Employer Contribution 12/02/2020 ConfirmationQZQCS-5XJNZ		137.29
Check	DEBIT	12/02/2020	Edward Jones	Employer Contribution 12/02/2020 ConfirmationQZQCS-5XNJJ		141.94
Check	DEBIT	12/02/2020	Edward Jones	Employer Contribution 12/02/2020 ConfirmationQZQCS-5XSJB		127.82
Check	DEBIT	12/02/2020	Edward Jones	Employer Contribution 12/02/2020 ConfirmationQZQCS-5XWYY		163.52
Check	DEBIT	12/02/2020	Edward Jones	Employer Contribution 12/02/2020 ConfirmationQZQCS-5Y0W4		289.20
Check	DEBIT	12/02/2020	TD Ameritrade	Employer Contribution 12/02/2020 ConfirmationQZQCS-5Y3X0		178.69
Check	DEBIT	12/02/2020	US Bank Sep- IRA	Employer Contribution 12/02/2020 ConfirmationQZQCS-5Y6YM		326.53
Check	DEBIT	12/02/2020	Elavon	NOVEMBER 2020 MERCHANT SERVICE FEE ACCT#316		483.61
Check	DEBIT	12/02/2020	Elavon	NOVEMBER 2020 MERCHANT SERVICE FEE ACCT#873 Ventek Boat Launch		39.81
Check	DEBIT	12/02/2020	Elavon	NOVEMBER 2020 MERCHANT SERVICE FEE ACCT#902		55.16
Check	DEBIT	12/02/2020	Elavon	NOVEMBER 2020 MERCHANT SERVICE FEE ACCT#951		187.91
Bill Pmt -Check	DEBIT	12/07/2020	US Bank Equipment Finance	Contract No. 500-0623925-000		298.20
Bill Pmt -Check	DEBIT	12/23/2020	Tyree Oil, Inc	Account # 56851 Fuel Purchase		8,799.13
Check	DEBIT	12/11/2020	ADP	Advice of Debit 569131099 Payroll Date: 12/02/2020		131.58
Bill Pmt -Check	DEBIT	12/09/2020	Pitney Bowes Global Lease	LEASE ACCT#0017098499		415.41
Check	DEBIT	12/16/2020	Edward Jones	Employer Contribution 12/16/2020 ConfirmationR17F0-ZW8YC		137.82
Check	DEBIT	12/16/2020	Edward Jones	Employer Contribution 12/16/2020 ConfirmationR17F0-ZYJ57		198.29
Check	DEBIT	12/16/2020	Edward Jones	Employer Contribution 12/16/2020 ConfirmationR17F0-ZYP0P		137.69
Check	DEBIT	12/16/2020	Edward Jones	Employer Contribution 12/16/2020 ConfirmationR17F0-ZYSGW		144.27
Check	DEBIT	12/16/2020	Edward Jones	Employer Contribution 12/16/2020 ConfirmationR17F0-ZYW19		127.42
Check	DEBIT	12/16/2020	Edward Jones	Employer Contribution 12/16/2020 ConfirmationR17F0-ZZ012		158.28
Check	DEBIT	12/16/2020	Edward Jones	Employer Contribution 12/16/2020 ConfirmationR17F0-ZZ2H5		289.20
Check	DEBIT	12/16/2020	TD Ameritrade	Employer Contribution 12/16/2020 ConfirmationR17F0-ZZ5NS		186.61
Check	DEBIT	12/16/2020	US Bank Sep- IRA	Employer Contribution 12/16/2020 ConfirmationR17F0-ZZ8ZK		326.53
Check	DEBIT	12/25/2020	ADP	Advice of Debit 569989694 Payroll Date: 12/16/2020		131.58
Check	DEBIT	12/22/2020		Multi User Business Online Banking for 11/20		23.00
Check	DEBIT	12/22/2020	Umpqua Bank (Service fees)	STORE CURRENCY DEPOSITED & SOLD FOR 11/20		1.70
Check	DEBIT	12/30/2020	Edward Jones	Employer Contribution 12/30/2020 ConfirmationR2NRB-NG16M		135.71
Check	DEBIT	12/30/2020	Edward Jones	Employer Contribution 12/30/2020 ConfirmationR2NRB-NH7VK		199.20
Check	DEBIT	12/30/2020	Edward Jones	Employer Contribution 12/30/2020 ConfirmationR2NRB-NHD8T		137.34
Check	DEBIT	12/30/2020	Edward Jones	Employer Contribution 12/30/2020 ConfirmationR2NRB-NHGG7		143.78
Check	DEBIT	12/30/2020	Edward Jones	Employer Contribution 12/30/2020 ConfirmationR2NRB-NHJ4B		128.36
Check	DEBIT	12/30/2020	Edward Jones	Employer Contribution 12/30/2020 ConfirmationR2NRB-NHKSN		164.70
Check	DEBIT	12/30/2020	Edward Jones	Employer Contribution 12/30/2020 ConfirmationR2NRB-NHMGW		289.20
Check	DEBIT	12/30/2020	TD Ameritrade	Employer Contribution 12/30/2020 ConfirmationR2NRB-NHP0V		187.09
Check	DEBIT	12/30/2020	US Bank Sep- IRA	Employer Contribution 12/30/2020 ConfirmationR2NRB-NHSF4		326.53
Check	DEBIT	12/28/2020	BL/ RV Park	Debit \$2.39 via STRIPE for Refunds issued 12/23/2020		2.39
General Journal	DEBT 12/02	12/02/2020		Transfer to Debt Service Fund for Travelift Payment		4,659.00
General Journal	DEBT 12/02	12/02/2020		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71
General Journal	DEBT 12/02	12/02/2020		Transfer to Debt Service Fund RV Park Improvement Fund		4,809.87
General Journal	PAY 12/02	12/02/2020		Rec 12/02/2020 payroll		15,462.41
General Journal	TAX 12/02	12/02/2020		Rec 12/02/2020 payroll		5,803.89
General Journal	IFA 12/03	12/03/2020		Transfer to IFA Debt Service for 4th Qtr 2020 Pmt		24,168.00
General Journal	RES 12/03	12/03/2020		Transfer to Reserve Fund		2,000.00

10:08 AM  
01/13/21  
Cash Basis

Port of Brookings Harbor  
Check Registers  
As of December 31, 2020

Type	Num	Date	Name	Memo	Debit	Credit
General Journal	USDA 12/03	12/03/2020		To transfer to USDA Revenue Bond Fund for November 2021 Payment		10,843.00
General Journal	CRF req#6	12/22/2020		Corona Virus Relief Grant Req #6 PAY NO. 1692807 Inv#1222 Doc No. VP430117	21,605.22	
General Journal	CP 12/10	12/08/2020	Martin, Andrew	Bounced Check# 5121		1,865.00
General Journal	CP 12/11	12/08/2020	Martin, Andrew	Bank service charges for bounced check# 5121		12.00
General Journal	PAY 12/16	12/16/2020		Rec 12/16/2020 payroll		15,396.36
General Journal	TAX 12/16	12/16/2020		Rec 12/16/2020 payroll		5,745.63
General Journal	MAP FY21	12/11/2020		PAY NO. 1688508 MAP GRANT FISCAL YEAR ending 2021 Doc No. VP025504	4,825.00	
General Journal	USCG 12/22	12/22/2020		OCT 2020 LEASE Pmt	923.24	
General Journal	CPF 12/23	12/23/2020		Transfer to Capital Projects for payment to EMC inv#91009-2052 (\$2,862.50) and in...		9,722.50
General Journal	PAY 12/30	12/30/2020		Rec 12/30/2020 payroll		15,360.20
General Journal	TAX 12/30	12/30/2020		Rec 12/30/2020 payroll		5,733.62
Bill Pmt -Check	10149	12/10/2020	Cascade Home Center/Gold ...	Customer No: 56 Hardware Supplies		217.37
Bill Pmt -Check	10150	12/10/2020	Chetco Automotive	BATTERY HD 8DVT for EQ#3705 Port Work Boat		261.99
Bill Pmt -Check	10151	12/10/2020	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		131.78
Bill Pmt -Check	10152	12/10/2020	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		4,597.33
Bill Pmt -Check	10153	12/10/2020	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		1,774.56
Bill Pmt -Check	10154	12/10/2020	Gowman Electric, Inc.	Electrical Repairs		2,106.34
Bill Pmt -Check	10155	12/10/2020	Grants Pass Water Lab, Inc.	DEQ Water Testing		1,620.00
Bill Pmt -Check	10156	12/10/2020	Harbor Sanitary District	VOID:	0.00	
Bill Pmt -Check	10157	12/10/2020	Harbor Water District P.U.D.	10/19/2020 - 11/22/2020 SERVICE/WATER BILL		2,160.96
Bill Pmt -Check	10158	12/10/2020	Pacific Coast Congress of H...	Annual Corporate Membership Dues for Harbormasters and Port Managers 2021		265.00
Bill Pmt -Check	10159	12/10/2020	Roto Rooter	Acct#2940-522445 Sanitary Billing Period		276.46
Bill Pmt -Check	10160	12/10/2020	Thermo Fluids, Inc.	Removal of Oily Waters, Oils		190.00
Bill Pmt -Check	10161	12/10/2020	Xerox Capital Services, LLC	Copier Leases and Maintenance		13.60
Bill Pmt -Check	10162	12/10/2020	Coos-Curry Electric Cooperati...	ACCT # 67601 Electrical Service		8,203.98
Bill Pmt -Check	10163	12/10/2020	Coos-Curry Electric Cooperati...	ACCT # 67601 Electrical Service		95.57
Bill Pmt -Check	10164	12/10/2020	Coos-Curry Electric Cooperati...	ACCT # 67601 Electrical Service		278.40
Bill Pmt -Check	10165	12/10/2020	Coos-Curry Electric Cooperati...	ACCT # 67601 Electrical Service		69.15
Bill Pmt -Check	10166	12/10/2020	Englund Marine Supply	Rust Prevention for Chains EQ#4605 50T Marine Travel Lift & Auto Inflatable PFD		323.69
Bill Pmt -Check	10167	12/10/2020	George's Auto & Diesel Electric	Supplies purchased for Repair EQ#3705 Port Work Boat		462.95
Bill Pmt -Check	10168	12/10/2020	Gerald W. Burns, CPA	DEC Retain Bill #12		500.00
Bill Pmt -Check	10169	12/10/2020	Gowman Electric, Inc.	Electrical Repairs		110.85
Bill Pmt -Check	10170	12/10/2020	Orcal Security Consulting LLC	Security Patrol for NOVEMBER 2020		2,790.00
Bill Pmt -Check	10171	12/10/2020	Pump Pipe & Tank Services, ...	Fuel Dispenser (Pump)		8,011.00
Bill Pmt -Check	10172	12/10/2020	Quill Corporation	ACCT#1932158 Office Supplies		106.22
Bill Pmt -Check	10173	12/10/2020	Spec Dist Assoc of OR- Healt...	Customer #: 03-0016414 - HEALTHCARE PREMIUM		7,562.24
Bill Pmt -Check	10174	12/10/2020	United Rentals	VOID: Customer#2663682 RT FORKLIFT OP RECERTIFICATION - ALL TERRAIN	0.00	
Bill Pmt -Check	10175	12/10/2020	Bond Construction	DIG & PLUG EXISTING SEWER - Demo Zola's Bldg		460.00
Bill Pmt -Check	10176	12/10/2020	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		113.53
Bill Pmt -Check	10177	12/10/2020	Harbor Sanitary District	NOV 2020 Sanitary		4,662.35
Bill Pmt -Check	10178	12/16/2020	Brookings Signs & Graphics	SIGNAGE - "Port Maintenance" & One Way Signs		284.00
Bill Pmt -Check	10179	12/16/2020	City of Brookings	August 20, 2020 Street Sweeping - Port		315.00
Bill Pmt -Check	10180	12/16/2020	Curry County Community Dev...	APPLICATION FEE for Lot Line Adjustment between Port and Righetti's		2,000.00
Bill Pmt -Check	10181	12/16/2020	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		70.97
Bill Pmt -Check	10182	12/16/2020	Fastenal Industrial Supplies	Customer No.ORBRK0013 Toiletries & Supplies		447.75
Bill Pmt -Check	10183	12/16/2020	Ferguson Enterprises, Inc.	Customer #1120898 2 TOUCHLESS FAUCETS - COVID-19 Expenditures		499.58
Bill Pmt -Check	10184	12/16/2020	Gowman Electric, Inc.	Electrical Repairs		722.50
Bill Pmt -Check	10185	12/16/2020	Pape Material Handling	Customer No. 1070715 Equipment Maintenance & Repair		3,912.04
Bill Pmt -Check	10186	12/16/2020	Pump Pipe & Tank Services, ...	Fuel Dispenser Installation, Electrical and Startup		3,250.00
Bill Pmt -Check	10187	12/23/2020	Black & Rice LLP	NOVEMBER 2020 Legal Services		898.00

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Cash Basis

Port of Brookings Harbor  
**Check Registers**  
As of December 31, 2020

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt -Check	10188	12/23/2020	Chetco Drywall Inc.	Drywall Tape & Texture LABOR- Port Shop COVID-19 Expenses		2,250.00
Bill Pmt -Check	10189	12/23/2020	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		29.00
Bill Pmt -Check	10190	12/23/2020	Department of Environmental...	Annual Fee for DEQ Permit: GEN12Z		1,257.00
Bill Pmt -Check	10191	12/23/2020	Freeman Rock, Inc.	BRK 2" OPEN QUARRY -Fill for storage area a Port Shop		187.00
Bill Pmt -Check	10192	12/23/2020	Gowman Electric, Inc.	Electrical Repairs		734.28
Bill Pmt -Check	10194	12/23/2020	Quill Corporation	ACCT#1932158 Office Supplies		111.03
Bill Pmt -Check	10195	12/23/2020	Rogue Credit Union	ACCT #306-89 CREDIT CARD#2481		8,952.43
Bill Pmt -Check	10196	12/23/2020	Stormwater Biochar LLC	Pure Rain Stormwater Filter Sock 36" Long BiocharBASIC		1,981.78
Bill Pmt -Check	10197	12/23/2020	ULine	Customer No. 15340135 OIL SORBENT BOOMS		505.99
Bill Pmt -Check	10198	12/30/2020	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		520.84
Bill Pmt -Check	10199	12/30/2020	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		3,350.38
Bill Pmt -Check	10200	12/30/2020	BI-MART	Account #931481 Water & Supplies		225.74
Bill Pmt -Check	10201	12/30/2020	Coos-Curry Electric Cooperati...	ACCT # 67601 Electrical Service		10,203.34
Bill Pmt -Check	10202	12/30/2020	Gowman Electric, Inc.	Electrical Repairs		339.15
Bill Pmt -Check	10203	12/30/2020	Grants Pass Water Lab, Inc.	DEQ Water Testing		1,620.00
Bill Pmt -Check	10204	12/30/2020	Mainbrace Technologies, Inc	IT Support: 12/22/2020 Connect RJ45 ends in Port Shop office		200.00
Bill Pmt -Check	10205	12/30/2020	Quill Corporation	ACCT#1932158 Office Supplies		850.35
Total 10103 · General Funds Ckg Umpqua 3634					27,353.46	231,816.15
<b>10105 · General Fund LGIP 6017</b>						
Check	DEBIT	12/01/2020		LGIP Fees for NOVEMBER 2020		0.40
General Journal	REQ#3	12/24/2020		PAY NO. 1694282 LDA REQ-3 Port of Brookings Harbor C2019375 Draw #3 Doc N...	133,515.00	
General Journal	CP 12/09	12/09/2020		Transfer to Capital Projects for payment to Legacy Pay Estimate #1		132,075.40
Total 10105 · General Fund LGIP 6017					133,515.00	132,075.80
Total 101 · GENERAL FUND CHECKING & LGIP					160,868.46	363,891.95
<b>10101 · Petty Cash</b>						
Bill Pmt -Check	CASH	12/16/2020	Harbor Corner Market LLC	ICE for holding water samples		2.99
Bill Pmt -Check	CASH	12/17/2020	Harbor Sanitary District	DEC 8, 2020 Mtg. Recording		5.00
Total 10101 · Petty Cash					0.00	7.99
Total 100 · UNRESTRICTED CASH & EQUIVALENTS					160,868.46	363,899.94
<b>110 · RESTRICTED CASH &amp; EQUIVALENTS</b>						
<b>104 · RESTRICTED MONEY MKT &amp; CHECKING</b>						
<b>20104 · USDA BOND Umpqua MM 9529</b>						
Total 20104 · USDA BOND Umpqua MM 9529						
<b>30104 · Debt Service Umpqua MM 8627</b>						
Check	DEBIT	12/15/2020	Umpqua Bank/Loan#7470416...	Genie Reach Forklift Loan#747041620 Payment #34		1,464.71
Check	DEBIT	12/23/2020	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #50 - 50 BFMII Travelift		4,659.00
General Journal	DEBT 12/02	12/02/2020		Transfer to Debt Service Fund for Travelift Payment	4,659.00	
General Journal	DEBT 12/02	12/02/2020		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71	
Total 30104 · Debt Service Umpqua MM 8627					6,123.71	6,123.71
<b>40104 · Capital Projects Umpqua 8018</b>						

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Cash Basis

Port of Brookings Harbor  
**Check Registers**  
As of December 31, 2020

Type	Num	Date	Name	Memo	Debit	Credit
General Journal	REQ#3	12/24/2020		PAY NO. 1694282 LDA REQ-3 Port of Brookings Harbor C2019375 Draw #3 Doc N...	133,515.00	
General Journal	REQ#3	12/24/2020		PAY NO. 1694282 LDA REQ-3 Port of Brookings Harbor C2019375 Draw #3 Doc N...		133,515.00
General Journal	CRF req#6	12/22/2020		Corona Virus Relief Grant Req #6 PAY NO. 1692807 Inv#1222 Doc No. VP430117	21,605.22	
General Journal	CRF req#6	12/22/2020		Corona Virus Relief Grant Req #6 PAY NO. 1692807 Inv#1222 Doc No. VP430117		21,605.22
General Journal	MAP FY21	12/11/2020		PAY NO. 1688508 MAP GRANT FISCAL YEAR ending 2021 Doc No. VP025504	4,825.00	
General Journal	MAP FY21	12/11/2020		PAY NO. 1688508 MAP GRANT FISCAL YEAR ending 2021 Doc No. VP025504		4,825.00
General Journal	USCG 12/22	12/22/2020		OCT 2020 LEASE Pmt		923.24
Total 40104 · Capital Projects Umpqua 8018					159,945.22	160,868.46
Total 104 · RESTRICTED MONEY MKT & CHECKING					166,068.93	166,992.17
<b>105 · RESTRICTED LGIP</b>						
<b>20105 · USDA Bond Fund LGIP 6021</b>						
General Journal	USDA 12/03	12/03/2020		To transfer to USDA Revenue Bond Fund for November 2021 Payment	10,843.00	
Total 20105 · USDA Bond Fund LGIP 6021					10,843.00	0.00
<b>30105 · IFA Debt Service Fund LGIP 6020</b>						
Check	DEBIT	12/15/2020	Infrastructure Finance Authority	4th QTR 2020 - Depositor's Acct #1230000433 - REF#3210196		4,684.93
Check	DEBIT	12/15/2020	Infrastructure Finance Authority	4th QTR 2020-Depositor's Acct#1230000473 REF#3210199,3210200,3210201,321...		17,151.45
Check	DEBIT	12/15/2020	Infrastructure Finance Authority	4th QTR 2020-Depositor's Acct#1230000995 REF#3210197		31,578.76
Check	DEBIT	12/15/2020	Infrastructure Finance Authority	4th QTR 2020-Depositor's Acct#1230001027 REF#3210198		19,084.86
General Journal	IFA 12/03	12/03/2020		Transfer to IFA Debt Service for 4th Qtr 2020 Pmt	24,168.00	
Total 30105 · IFA Debt Service Fund LGIP 6020					24,168.00	72,500.00
<b>50105 · Reserve Fund LGIP 6018</b>						
General Journal	RES 12/03	12/03/2020		Transfer to Reserve Fund	2,000.00	
Total 50105 · Reserve Fund LGIP 6018					2,000.00	0.00
Total 105 · RESTRICTED LGIP					37,011.00	72,500.00
Total 110 · RESTRICTED CASH & EQUIVALENTS					203,079.93	239,492.17
<b>TOTAL</b>					<b>363,948.39</b>	<b>603,392.11</b>

**Port of Brookings Harbor  
Expenditures per Vendor  
January through December 2020**

	<u>Balance</u>
<b>5-R Excavation, LLC</b>	
Total 5-R Excavation, LLC	35,911.96
<b>ADP</b>	
Total ADP	350.00
<b>Alexandre EcoDairy Farms</b>	
Total Alexandre EcoDairy Farms	200.00
<b>Allied Roofing &amp; Construction LLC</b>	
Total Allied Roofing & Construction LLC	3,946.00
<b>AMAZON MKTPLACE</b>	
Total AMAZON MKTPLACE	26,323.64
<b>Anchor Lock &amp; Key</b>	
Total Anchor Lock & Key	1,473.00
<b>Anchorside Printing</b>	
Total Anchorside Printing	78.25
<b>Association of Pacific Ports</b>	
Total Association of Pacific Ports	222.20
<b>Asurion Wireless Insurance</b>	
Total Asurion Wireless Insurance	9.00
<b>Belson Outdoors</b>	
Total Belson Outdoors	5,991.50
<b>Best Buy</b>	
Total Best Buy	779.98
<b>Betsy Bubble Bath</b>	
Total Betsy Bubble Bath	10.00
<b>BI-MART</b>	
Total BI-MART	1,350.98
<b>Black &amp; Rice LLP</b>	
Total Black & Rice LLP	18,078.00
<b>BOARDWALK MAIL SERVICE</b>	
Total BOARDWALK MAIL SERVICE	640.48

**Port of Brookings Harbor  
Expenditures per Vendor  
January through December 2020**

	<u>Balance</u>
<b>Boat Launch Kiosk</b>	
Total Boat Launch Kiosk	36.55
 <b>BOLI PWR</b>	
Total BOLI PWR	820.24
 <b>Bond Construction</b>	
Total Bond Construction	460.00
 <b>Brookings Glass, Inc.</b>	
Total Brookings Glass, Inc.	776.00
 <b>Brookings Harbor Chamber of Commerce</b>	
Total Brookings Harbor Chamber of Commerce	250.00
 <b>Brookings Signs &amp; Graphics</b>	
Total Brookings Signs & Graphics	4,061.25
 <b>Bullet Rental</b>	
Total Bullet Rental	3,990.23
 <b>C.J. Huntsman CPA, P.C.</b>	
Total C.J. Huntsman CPA, P.C.	10,500.00
 <b>CAL/OR Insurance Specialists, Inc.</b>	
Total CAL/OR Insurance Specialists, Inc.	1,481.07
 <b>Cascade Home Center</b>	
Total Cascade Home Center	922.40
 <b>Cascadia Geoservices, Inc.</b>	
Total Cascadia Geoservices, Inc.	3,700.00
 <b>Central Curry</b>	
Total Central Curry	73.21
 <b>CertifiedMailLabels.com</b>	
Total CertifiedMailLabels.com	606.70
 <b>Chetco Automotive</b>	
Total Chetco Automotive	328.45
 <b>Chetco Drywall Inc.</b>	
Total Chetco Drywall Inc.	2,400.00



**Port of Brookings Harbor  
Expenditures per Vendor  
January through December 2020**

	<u>Balance</u>
<b>CHEVRON</b>	
Total CHEVRON	4,776.55
<b>City of Brookings</b>	
Total City of Brookings	3,096.25
<b>Coast Auto Center</b>	
Total Coast Auto Center	229.09
<b>Cole-Parmer</b>	
Total Cole-Parmer	174.32
<b>Computer Fusion</b>	
Total Computer Fusion	200.00
<b>Conrad Forest Products</b>	
Total Conrad Forest Products	16,493.33
<b>Coos-Curry Electric Cooperative, Inc.</b>	
Total Coos-Curry Electric Cooperative, Inc.	101,478.27
<b>Costco</b>	
Total Costco	556.49
<b>Country Media, Inc.</b>	
Total Country Media, Inc.	4,515.53
<b>Crescent ACE Hardware</b>	
Total Crescent ACE Hardware	1,117.75
<b>Crow/Clay &amp; Associates, Inc</b>	
Total Crow/Clay & Associates, Inc	20,721.11
<b>Curry Coastal Pilot</b>	
Total Curry Coastal Pilot	103.00
<b>Curry County Business License</b>	
Total Curry County Business License	100.00
<b>Curry County Environmental Health Service</b>	
Total Curry County Environmental Health Service	979.00
<b>Curry County Community Development</b>	
Total Curry County Community Development	7,774.26

**Port of Brookings Harbor  
Expenditures per Vendor  
January through December 2020**

	<u>Balance</u>
<b>Curry County Tax Collector</b>	
Total Curry County Tax Collector	850.56
<b>Curry Equipment</b>	
Total Curry Equipment	4,231.58
<b>Curry Transfer &amp; Recycling</b>	
Total Curry Transfer & Recycling	69,283.44
<b>Da-Tone Rock Products</b>	
Total Da-Tone Rock Products	855.45
<b>Del-Cur Supply Co-op</b>	
Total Del-Cur Supply Co-op	2,096.28
<b>Department of Environmental Quality</b>	
Total Department of Environmental Quality	1,257.00
<b>Department of Revenue</b>	
Total Department of Revenue	388.00
<b>Department of State Lands</b>	
Total Department of State Lands	826.00
<b>Dish Network</b>	
Total Dish Network	6,159.10
<b>DMV Driver &amp; Motor Vehicle Services</b>	
Total DMV Driver & Motor Vehicle Services	26.50
<b>Dollar General</b>	
Total Dollar General	51.95
<b>Dollar Tree</b>	
Total Dollar Tree	27.00
<b>Eco Nutrients</b>	
Total Eco Nutrients	200.00
<b>Elavon</b>	
Total Elavon	63.74
<b>EMC-Engineers/Scientists, LLC</b>	
Total EMC-Engineers/Scientists, LLC	91,920.00

**Port of Brookings Harbor  
Expenditures per Vendor  
January through December 2020**

	<u>Balance</u>
<b>Engineering Resource Services LLC</b>	
Total Engineering Resource Services LLC	1,890.00
<b>Engineering Tech. Services</b>	
Total Engineering Tech. Services	17,931.25
<b>Englund Marine Supply</b>	
Total Englund Marine Supply	3,179.48
<b>Esco Products, Inc.</b>	
Total Esco Products, Inc.	1,342.14
<b>Expedia</b>	
Total Expedia	121.72
<b>Fastenal Industrial Supplies</b>	
Total Fastenal Industrial Supplies	10,308.17
<b>Ferguson Enterprises, Inc.</b>	
Total Ferguson Enterprises, Inc.	1,161.03
<b>Flags.com</b>	
Total Flags.com	732.80
<b>FRED MEYER</b>	
Total FRED MEYER	1,413.30
<b>Freeman Rock, Inc.</b>	
Total Freeman Rock, Inc.	3,384.45
<b>Gerald W. Burns, CPA</b>	
Total Gerald W. Burns, CPA	11,000.00
<b>GODaddy.com</b>	
Total GODaddy.com	330.73
<b>GoTranscript</b>	
Total GoTranscript	161.28
<b>Gold Beach Lumber Yard, Inc.</b>	
Total Gold Beach Lumber Yard, Inc.	34,589.90
<b>Government of Ethics Commission</b>	
Total Government of Ethics Commission	548.87

**Port of Brookings Harbor  
Expenditures per Vendor  
January through December 2020**

	<u>Balance</u>
<b>Gowman Electric, Inc.</b>	
Total Gowman Electric, Inc.	11,315.44
<b>Grants Pass Water Lab, Inc.</b>	
Total Grants Pass Water Lab, Inc.	6,360.00
<b>Harbor Corner Market LLC</b>	
Total Harbor Corner Market LLC	5.98
<b>Harbor Logging Supply, Inc.</b>	
Total Harbor Logging Supply, Inc.	2,387.55
<b>Harbor Sanitary District</b>	
Total Harbor Sanitary District	50,034.03
<b>Harbor Water District P.U.D.</b>	
Total Harbor Water District P.U.D.	24,697.22
<b>Hartwick Automotive</b>	
Total Hartwick Automotive	241.65
<b>HD SUPPLY FACILITIES</b>	
Total HD SUPPLY FACILITIES	407.92
<b>Highway Specialities, LLC</b>	
Total Highway Specialities, LLC	1,935.00
<b>Holly's Handyman, LLC</b>	
Total Holly's Handyman, LLC	300.00
<b>Home Depot</b>	
Total Home Depot	2,837.40
<b>Intuit</b>	
Total Intuit	6,926.98
<b>Jackson County Courts</b>	
Total Jackson County Courts	57.00
<b>JAM Paper &amp; Envelope</b>	
Total JAM Paper & Envelope	103.15
<b>John Kellum/John's Portable Welding</b>	
Total John Kellum/John's Portable Welding	3,487.50

**Port of Brookings Harbor  
Expenditures per Vendor  
January through December 2020**

	<u>Balance</u>
<b>K&amp;K Insurance Group, Inc.</b>	
Total K&K Insurance Group, Inc.	225.00
<b>Kendrick Equipment USA LLC</b>	
Total Kendrick Equipment USA LLC	4,633.27
<b>Kerr's Ace Hardware Inc</b>	
Total Kerr's Ace Hardware Inc	6,269.74
<b>Legacy Contracting, Inc.</b>	
Total Legacy Contracting, Inc.	132,075.40
<b>Les Schwab Tire Center</b>	
Total Les Schwab Tire Center	1,089.00
<b>Mainbrace Technologies, Inc</b>	
Total Mainbrace Technologies, Inc	200.00
<b>Marine Surveyors &amp; Consultants</b>	
Total Marine Surveyors & Consultants	575.00
<b>Mascott Equipment</b>	
Total Mascott Equipment	551.93
<b>McLennan Excavation, Inc.</b>	
Total McLennan Excavation, Inc.	95,977.83
<b>Media Nook</b>	
Total Media Nook	30.00
<b>Microsoft</b>	
Total Microsoft	299.97
<b>My Parking Permit</b>	
Total My Parking Permit	1,086.80
<b>NAPA Auto Part</b>	
Total NAPA Auto Part	605.44
<b>New Hope Plumbing &amp; Custom Builders</b>	
Total New Hope Plumbing & Custom Builders	1,527.00
<b>Newegg</b>	
Total Newegg	1,965.10

**Port of Brookings Harbor  
Expenditures per Vendor  
January through December 2020**

	<u>Balance</u>
<b>NorthCoast Health Screening</b>	
Total NorthCoast Health Screening	40.00
<b>Northwest Parking Equipment Company</b>	
Total Northwest Parking Equipment Company	709.15
<b>O'Reilly Auto Parts</b>	
Total O'Reilly Auto Parts	18.27
<b>Oil Can Henry's</b>	
Total Oil Can Henry's	69.99
<b>ONLINE Purchases</b>	
Total ONLINE Purchases	3,296.79
<b>Orcal Security Consulting LLC</b>	
Total Orcal Security Consulting LLC	13,950.00
<b>Oregon Coast Magazine</b>	
Total Oregon Coast Magazine	675.00
<b>Oregon Department of Agriculture</b>	
Total Oregon Department of Agriculture	278.00
<b>Oregon PERS/State Social Security Admin.</b>	
Total Oregon PERS/State Social Security Admin.	15.00
<b>Oregon Secretary of State</b>	
Total Oregon Secretary of State	250.00
<b>ORRCO</b>	
Total ORRCO	1,480.95
<b>Pacific Office Automation</b>	
Total Pacific Office Automation	732.83
<b>Pacific Rim Copy Center</b>	
Total Pacific Rim Copy Center	438.30
<b>Pape Material Handling</b>	
Total Pape Material Handling	7,015.48
<b>Pithitude-Vendor</b>	
Total Pithitude-Vendor	900.00

**Port of Brookings Harbor  
Expenditures per Vendor  
January through December 2020**

	<u>Balance</u>
<b>Pitney Bowes Global Lease</b>	
Total Pitney Bowes Global Lease	1,661.64
<b>Pitney Bowes, Inc.</b>	
Total Pitney Bowes, Inc.	2,100.00
<b>Port of Brookings Harbor</b>	
Total Port of Brookings Harbor	45.00
<b>Pump Pipe &amp; Tank Services, LLC</b>	
Total Pump Pipe & Tank Services, LLC	13,129.89
<b>Quill Corporation</b>	
Total Quill Corporation	5,157.85
<b>Rentprep Enterprise/Fidelis Screening</b>	
Total Rentprep Enterprise/Fidelis Screening	778.05
<b>RezStream</b>	
Total RezStream	298.00
<b>River Inn at Seaside</b>	
Total River Inn at Seaside	2,649.63
<b>Rivers End Construction, Inc.</b>	
Total Rivers End Construction, Inc.	100.00
<b>Roberts &amp; Associates Land Surveying, Inc.</b>	
Total Roberts & Associates Land Surveying, Inc.	6,880.00
<b>Rock Island Design</b>	
Total Rock Island Design	2,709.93
<b>Rogue Credit Union</b>	
Total Rogue Credit Union	62,617.76
<b>Roto Rooter</b>	
Total Roto Rooter	9,622.33
<b>Scribble Software</b>	
Total Scribble Software	1,985.00
<b>See Water Inc.</b>	
Total See Water Inc.	336.19

**Port of Brookings Harbor  
Expenditures per Vendor  
January through December 2020**

	<u>Balance</u>
<b>Sensaphone</b>	
Total Sensaphone	299.40
<b>Shell Oil</b>	
Total Shell Oil	52.45
<b>SimpliSafe</b>	
Total SimpliSafe	179.88
<b>Slice Recovery</b>	
Total Slice Recovery	1,531.20
<b>SO Backflow Techs</b>	
Total SO Backflow Techs	364.00
<b>South Coast Knight Security</b>	
Total South Coast Knight Security	18,549.00
<b>Spec Dist Assoc of OR- Workers Comp</b>	
Total Spec Dist Assoc of OR- Workers Comp	8,997.00
<b>Spec Dist Assoc of OR- Healthcare</b>	
Total Spec Dist Assoc of OR- Healthcare	91,926.23
<b>Spec Dist Assoc of OR- Prop &amp; Cas</b>	
Total Spec Dist Assoc of OR- Prop & Cas	105,255.00
<b>Spec Dist Assoc of Or -TRAINING</b>	
Total Spec Dist Assoc of Or -TRAINING	2,340.00
<b>SPECIAL DISTRICTS ASSC OR (annual dues)</b>	
Total SPECIAL DISTRICTS ASSC OR (annual dues)	10,215.99
<b>Spectrum Business 8752 19 060 0025169</b>	
Total Spectrum Business 8752 19 060 0025169	1,082.64
<b>Spectrum Business 8752 19 060 0226494</b>	
Total Spectrum Business 8752 19 060 0226494	896.53
<b>Spectrum Business 8752 19 060 0247029</b>	
Total Spectrum Business 8752 19 060 0247029	419.88
<b>Stormwater Biochar LLC</b>	
Total Stormwater Biochar LLC	3,185.89



**Port of Brookings Harbor  
Expenditures per Vendor  
January through December 2020**

	<u>Balance</u>
<b>Stripe</b>	
Total Stripe	457.00
 <b>SUPPLYHOUSE.COM</b>	
Total SUPPLYHOUSE.COM	408.30
 <b>T3E Company</b>	
Total T3E Company	672.96
 <b>Thermo Fluids, Inc.</b>	
Total Thermo Fluids, Inc.	1,325.00
 <b>Tidewater Contractors, Inc.</b>	
Total Tidewater Contractors, Inc.	16,293.16
 <b>Tidewinds Sportfishing/Kyle Aubin</b>	
Total Tidewinds Sportfishing/Kyle Aubin	14,544.00
 <b>Traffic Safety Supply Co.</b>	
Total Traffic Safety Supply Co.	2,288.04
 <b>Training and Travel Expenses</b>	
Total Training and Travel Expenses	615.85
 <b>Travel Information Council</b>	
Total Travel Information Council	732.00
 <b>Tyree Oil, Inc</b>	
Total Tyree Oil, Inc	486,411.21
 <b>U Printing</b>	
Total U Printing	956.43
 <b>ULine</b>	
Total ULine	3,848.96
 <b>Umpqua Valley Fire Services, Inc.</b>	
Total Umpqua Valley Fire Services, Inc.	533.50
 <b>United Rentals</b>	
Total United Rentals	330.00
 <b>US Bank Equipment Finance</b>	
Total US Bank Equipment Finance	298.20

**Port of Brookings Harbor  
Expenditures per Vendor  
January through December 2020**

	<u>Balance</u>
<b>US Postal Service</b>	
Total US Postal Service	131.00
<b>Valvoline</b>	
Total Valvoline	47.49
<b>Ventek International</b>	
Total Ventek International	2,070.00
<b>VERIZON WIRELESS</b>	
Total VERIZON WIRELESS	4,751.04
<b>VISTA PRINT</b>	
Total VISTA PRINT	69.99
<b>Vonage</b>	
Total Vonage	2,934.91
<b>WebReserv</b>	
Total WebReserv	1,388.00
<b>WEEBLY-CHARGE.COM</b>	
Total WEEBLY-CHARGE.COM	1,470.00
<b>Wendy's</b>	
Total Wendy's	19.48
<b>Wes' Towing</b>	
Total Wes' Towing	325.00
<b>Wilkins Action Graphics</b>	
Total Wilkins Action Graphics	363.00
<b>Workamper News Inc.</b>	
Total Workamper News Inc.	39.00
<b>Xerox Capital Services, LLC</b>	
Total Xerox Capital Services, LLC	10,105.34
<b>Zipty Fiber 541-412-7930-102902-5</b>	
Total Zipty Fiber 541-412-7930-102902-5	526.00
<b>Zipty Fiber 541-469-5867-121516-5</b>	
Total Zipty Fiber 541-469-5867-121516-5	909.09

**Port of Brookings Harbor**  
**Expenditures per Vendor**  
January through December 2020

	<u>Balance</u>
Zoom Video Communications Inc.	
Total Zoom Video Communications Inc.	149.90
	<u><u>1,852,876.00</u></u>

# Financial Debt Summary

DATE: JANUARY 19, 2021  
RE: Report of Debt for 4<sup>th</sup> Quarter 2020  
TO: Gary Dehlinger, Port Manager  
ISSUED BY: Kim Boom, Financial Officer

## IFA Debt Service and USDA Revenue Bond Payments

- IFA \$72,500 Paid 12/15/2020
    - **L98004/Basin 2 Dock Improvement**  
PRINCIPAL BALANCE \$0.00 -PRINCIPAL PAID IN FULL  
INTEREST BALANCE...\$312,338.92
    - **X03004/Eureka Fishery-Property Improvement**  
PRINCIPAL BALANCE ...\$169,499.93 INTEREST BALANCE...\$197,881.55
    - **520139/Boardwalk**  
PRINCIPAL BALANCE ...\$37,934.47 INTEREST BALANCE...\$175,540.26
    - **525172/RV Park Improvement**  
PRINCIPAL BALANCE ...\$102,627.52 INTEREST BALANCE...\$138,594.25
    - **525176/Green Bldg.**  
PRINCIPAL BALANCE ...\$246,988.04 INTEREST BALANCE...\$263,665.71
    - **525181/Eureka Fishery-Property Purchase**  
PRINCIPAL BALANCE ...\$164,344.92 INTEREST BALANCE...\$347,562.39
    - **L02001/Marine Fueling Dock**  
PRINCIPAL BALANCE ...\$126,309.12 INTEREST BALANCE...\$240,371.49
    - **L02009/Cold Storage**  
PRINCIPAL BALANCE ...\$610,715.18 INTEREST BALANCE...\$1,025,118.15
- IFA TOTAL PRINCIPLE BALANCE as of December 15, 2020...\$1,519,607.64**  
**IFA TOTAL ACCURED INTEREST as of June 30, 2020...\$3,158,805.37**
- **USDA Revenue Bond - \$130,120 paid November 6, 2019 to USDA (72,487.38 to Principal)**  
**BALANCE...\$1,080,588.25**

## Other Notes Payable

- **Travelift - \$13,977.00 paid to m2Lease**  
**BALANCE...\$146,254.95**
- **2018 Genie Reach Forklift - \$4,394.13 paid to Umpqua Bank**  
**BALANCE...\$64,549.54**
- **RV Park Restroom & Improvement Loan - \$14,429.61 paid to Umpqua Bank**  
**BALANCE...\$684,415.54**

APPROXIMATE END OF MONTH BALANCES

# SAFETY MONTHLY REPORT

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**Date:** January 19, 2021  
**Period:** December 2020  
**To:** Gary Dehlinger, Port Manager  
**Issued By:** Danielle Shepard, Safety Representative

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## **Safety Meetings:**

- Port staff was trained on OSHA Temporary COVID-19 Rule. This included COVID-19 measures for physical distancing, mask requirements, cleaning & sanitation, ventilation, Port of Brookings Harbor exposure risk assessment, Port of Brookings Harbor infection control plan, and training to employees.

## **Employee Accidents:**

- Port staff member was experiencing some numbness and tingling in her shoulders, elbows, wrists, and fingers and did not think it was work related. When she went the doctor, the doctor informed her that she had work related carpal tunnel syndrome. Once the Port found out, SDAO Workers Compensation was notified and work-related reports were completed. Port staff and employee rearranged the office and ordered equipment to help eliminate the symptoms.

## **Accident / Incident Reports:**

1. December 9, Port Security logged a vehicle with no parking permit and it parked for 3 days overnight in the commercial retail parking lot and received a parking violation for each night. On the 4<sup>th</sup> day of the vehicle being on Port property the vehicle was towed by Wes's towing. The owner called looking for his vehicle, stating he did not receive any violation tickets but left the vehicle here to stay at a friend's house for a few days. Port staff informed him of the Port rules and that there is no overnight parking. The gentleman stated he will pick the vehicle up from Wes's towing.
2. December 11, Coast Guard reported a sheen in the water. When the coast guard was researching who the sheen was coming from, it was believed to be coming from the vessel Desire and it is believed that their bilge pump pumped oil into the harbor. The Coast Guard did report this to the Oregon National Response Center, report number: 2020-3046 and to the National Response Center, report number: 1294080.
3. December 18, two Port staff members had an issue with a transient boat customer. The customer was upset that they had to pay in advance for their transient dock days and started to call office staff names. When Port Management tried to resolve the issue with the customer, the customer confirmed the confrontation with Port staff then continued the confrontation with Port Management. Port Management had the customer verbally trespassed by the Curry County Sheriff. The customer then called Management and threatened Management and the business of the Port.

# HARBORMASTER MONTHLY REPORT

**Date:** January 19, 2021  
**Period:** December 2020  
**To:** Gary Dehlinger, Port Manager  
**Issued By:** Travis Webster, Harbormaster

## RV Park

Staff completed 5 work orders throughout the park. Work consisted of broken water line, filling potholes, and bathroom lock replacement. Harbor Sanitary is still scheduled to do a smoke test for the park system but is still delayed due to weather. Port staff will continue to block off walkways during high storm surge and will remove blocks during nice weather. Staff also will start making a new infrastructure list and maintenance issues that we would like to finish this fiscal year, as well as budget for next year.

### Occupancy by Month & Year

RV Park	2019	2020	Change	Month	2019	2020	Change
January	10.35%	7.45%	-2.90%	July	61.32%	84.66%	23.34%
February	7.32%	16%	8.68%	August	60.81%	70%	9.19%
March	16.83%	16.4%	-.43%	September	45.36%	51%	5.64%
April	13.53%	0	-13.53%	October	25.38%	68%	42.62%
May	26.42%	5.7%	-20.72%	November	15.22%	22%	6.78%
June	39.97%	71.08%	31.11%	December	8.52%	15%	6.48%

## Marina

Port staff continues to walk docks, inspect vessels, and correct issues that may arise. Electric pedestals were pressured washed, along with tightening any pile hoop softeners that needed tighten. Staff also made numerous trips in port work boat to pick up wood debris in the basin and docks. Port had new gas/diesel dispenser installed at fuel dock. Port closed fuel dock mid-December and hope to return service as soon as possible.

Legacy contractors began mobilization in late December and hope to have the crane in water and working the second week of January. Legacy also has completed subgrade work for asphalt to be placed around fuel dock area when weather permits.

Max Capacity – 512 slips		Slips Closed – 14 slips		Available Slips – 498 slips	
Basin 2 239 slips	Water & Power Available	Basin 1 273 slips	With Power Available	Without Power Available	
	23 – 24' slips 2 – 40' slips 3 – 35' slips		3 – 40' slips 3 – 30' slips 3 – 20' slips	7 – 40' slips 17 – 30' slips 26 – 22' & under slips 60 – daily moorage	

### Moorage Renewals by Month

### Total Moorage Rentals

December	2019	2020	Change	YTD 2019	YTD 2020	Change
Recreational	n/a	22		n/a	364	
Commercial	n/a	4				
Transient	n/a	4		n/a	81	

**Boat Launches Paid through Launch Machine**

<b>December</b>	<b>2019</b>	<b>2020</b>	<b>Change</b>	<b>YTD 2019</b>	<b>YTD 2020</b>	<b>Change</b>
<b>Boat Launch</b>	53	60	7	4008	5190	1182
<b>Daily Moorage</b>	-	2	-	-	241 nights	-

**Gear & Boat / Trailer Storage**

Port staff cleaned up old sandbags and bio char bags and cleaned the loose debri from catch basins. Staff will replace sandbags and waddles around drains to cut down on pollutants entering storm drain. Port has rented a tractor with Gannon box attachment to regrade gear storage roads along with adding material to surface to fill potholes and low spots. This work will begin in early January.

**Commercial Receiving Dock**

No new problems reported. End of year inspection showed that docks still have infrastructure problems that need to be addressed such as concrete surfaces, wood pilings and drainage. Pacific Seafood's old dock is still condemned and not open for use.

**Commercial Retail Building**

Light Festival Staff removed their displays, and we thank them for having us part of their display. Staff started work in the old Visitor Center building. Staff is making repairs and painting the interior of the building. In the spring, port staff will replace some siding and repaint the exterior to match the retail buildings. Port hopes to have a new tenant in the next month or two.

**Boat Yard**

The old US Coast Guard vessel has been removed from Port property and has been delivered to its new home in Washington. Staff continues to adjust items in the boat yard after moving into our new shop.

**Billable Services Performed this Month and Boat Yard Inventory**

<b>Description</b>	<b>2019</b>	<b>2020</b>	<b>2020 Hours</b>	<b>Change</b>	<b>YTD 2019</b>	<b>YTD 2020</b>	<b>Change</b>
<b>Reach lift (Forklift)</b>	n/a	5	5.5		64	61	3
<b>Travel Lift Haul Ins-Outs</b>	n/a	1	-		83	75	7

**Maintenance Crew**

Port maintenance completed 54 work orders for the month of December. Another round of water testing was completed at our 6 test sites and staff will be implementing adjustments to better our test results. Staff purchased more biochar bags and made more sandbags and will put them out at our storm drains to help filter out pollutants. Port staff has finished the new offices at our new shop. Most of the work and costs were reimbursable by Covid 19 relief money, although now those funds have been exhausted.

**Abandoned Boats (Port Acquired)**

The sailboat "Momentum" is now in the final stages of our ownership. One of the requirements is that we must try to sell the vessel. The port has put an ad in the paper that states offers must be turned in by Jan 6<sup>th</sup> at 3pm. On that day, at 3pm, port will open any **sealed bids** received. Port is also working with OSMB on qualifying recreational boats that have been abandoned at the port, for funding to dispose of the vessels.

**WORK ORDERS LOG**  
**Port Of Brookings Harbor**  
**December 2020**

	Date	Location	Description of Work	Corrective Action	Date Completed	Completed By	
640	12/1/20	Kite Field, Womens Restroom	Spray Painted Wall	Painted Over	12/1/20	Sean	1
641	12/2/20	Kite Field, Men & Womens Restroom	Graffiti and Stickers on Walls	Painted Over	12/2/20	Sean	2
642	12/2/20	Launch Ramp Restroom	CR2 Cleaning Machine no spraying properly	Fixed, and replaced nozzle	12/2/20	Brent	3
643	12/2/20	Commercial Basin Restroom - Mens	Sink drain plugged	fixed	12/2/20	Sean	4
644	12/3/20	Transient Dock	Bars holding reducer bracket sheared	New bars installed	12/3/20	Sean	5
645	12/2/20	Launch Ramp Restroom	Graffiti on urinal wall & mirror	Removed	12/3/20	Sean	6
646	12/2/20	Travelift	Treat Rust	Completed	12/4/20	Brent & Pape	7
647	12/3/20	Kite Field Restroom	Plugged sink and toilet not flushing	Fixed	12/4/20	Brent	8
648	12/4/20	Basin 2 D Dock	Install (2) cleats along house boat	Completed	12/4/20	Sean	9
649	12/2/20	RV Park Storage Shed	Roof Leaking	New strips and roofing installed	12/4/20	Sean & Marian	10
650	12/4/20	Commerical Basin Restroom/Showers	Water running cold	No Issues found	12/7/20	Brent	11
651	12/7/20	RV Park, Site 72	Breaking tripping	Gowman was called to fixed	12/8/20	Travis & Gowman	12
652	12/8/20	Port Office	Bathroom has something black growing on the wa	Removed and painted	12/8/20	Brent	13
653	12/8/20	RV Park, Womens Restroom	Door looks forced open and not locking	Installed new latch	12/9/2020	Brent	14
654	12/10/20	Basin II, O 17	Replace Back Cleat	Completed	12/10/20	Shawn	15
655	12/10/20	Basin I & Basin II	Collect debri from basins	Completed	12/10/20	Shawn & Sean	16
656	12/10/20	Port Property	Landscaping	Completed	12/10/20	Shawn & Sean	17
657	12/10/20	Fuel Dock	Facilitate installation of new fuel pump	Completed and Installed	12/10/20	Brent	18
658	12/11/20	RV Park	Reconfigure WIFI system	Completed	12/11/20	Sean & Brent	19
659	12/11/20	Basin II C Dock - Derelict Boat	Vessel needs to be pumped	Installed auto float system	12/11/20	Brent	20
660	12/14/20	Basin II, P & Q Dock	Main water line seperated from dock	Reattached Hose	12/14/20	Brent & Sean	21
661	12/14/20	Basin II, P & Q Dock	Piling chain broken	New piling, chain installed	12/14/20	Sean & Shawn	22
662	12/14/20	Basin II, P & Q Dock	Rub boards broken or missing	40' of rub board replaced	12/14/20	Sean & Shawn	23
663	12/14/20	Basin II, Q 14 & 16	Wood on deck is rotted and exposing bolts	20' rub board replaced	12/14/20	Sean & Shawn	24
664	12/14/20	Basin 1 C 30	Cleat has ripped off dock	replaced cleat	12/14/20	Sean & Shawn	25
665	12/14/20	Shop	Hang Sign on Shop	Completed	12/14/20	Shawn	26
666	12/15/20	Basin II C Dock - Derelict Boat	Pump Bilge	Completed	12/15/20	Brent	27
667	12/15/20	Basin I & Basin II	Dock Walk	Completed	12/15/20	Shawn & Sean	28
668	12/15/20	Basin I & Basin II	Clear Debris	Completed	12/15/20	Shawn & Sean	29
669	12/15/20	Basin II, F 8	Pump boat out	Pumped and Billed	12/15/20	Shawn & Sean	30
670	12/15/20	Basin II, O 6	Change out Cleat	Completed	12/15/20	Shawn & Sean	31
671	12/15/20	Commercial Parking Lot	Clear Debris	Completed	12/15/20	Shawn	32
672	12/16/20	Shop	Caulk Exterior Windows	Completed	12/16/20	Shawn	33
673	12/16/20	Shop	Prep offices for paint	Completed	12/16/20	Sean	34
674	12/16/20	Basin I & Basin II	Dock Walk	Completed	12/16/20	Shawn & Sean	35
675	12/16/20	Old Visitor Center	Prep & Paint	Work in Progress	12/16/20	Shawn & Sean	36
676	12/14/20	Port Office	Install inbox outside Danielle's Office	Completed	12/18/20	Shawn	37
677	12/17/20	Old Visitor Center	Paint	Work in process	12/17/20	Shawn & Sean	38
678	12/18/20	Old Visitor Center	Paint	Work in process	12/18/20	Shawn & Sean	39
679	12/21/20	Commercial Restroom	Nozzle for soap dispenser broken	Replaced Nozzle	12/21/20	Brent	40
680	12/22/20	Basin II C Dock - Derelict Boat	Pump Bildge	Completed	12/21/20	Brent	41
681	12/18/20	Public Fishing Pier	Fill in sink hole	Completed	12/18/20	Brent & Travis	42
682	12/23/20	RV Park & Commercial Parking Lot	Fill in pot holes	Completed	12/23/20	Shawn & Sean	43
683	12/28/20	Basin I & Basin II	Two water risers broke	New risers installed	12/28/20	Sean	44
684	12/28/20	Port Office - Gary's Office	Paint walls	Completed	12/28/20	Brent	45
685	12/28/20	Harbor Corner Market	Door handle loose	Fixed	12/28/20	Brent	46
686	12/29/20	Travelift	Troubleshoot toggle switches	Completed	12/29/20	Brent	47
687	12/29/20	Basin II C Dock - Derelict Boat	Pump boat out	Completed	12/29/20	Brent	48
687	12/29/20	Maintenance Shop	Biuld Handrail	Completed	12/29/20	Sean & Shawn	48
687	12/28/20	Maintenance Shop	Install security cameras & system	Completed	12/29/20	Brent, Sean & Travis	48
687	12/30/20	Port Office Server	Relocate server	Completed	12/30/20	Brent	48
687	12/30/20	Fuel Dock	Finish dislocating gangway	Completed	12/30/20	Brent	48
687	12/30/20	Port Office	Relocate timeclock	Completed	12/30/20	Brent	48
687	12/30/20	Basin 2 G 15	Replace (2) ropes	Completed	12/30/20	Shawn	48
						Total Work Orders	54



# PORT MANAGER

## MONTHLY REPORT

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**Date:** January 19, 2021  
**Period:** December 2020  
**To:** Honorable Board President and Harbor District Board Members  
**Issued By:** Gary Dehlinger, Port Manager

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Governor created a new health risk matrix and Curry County moved into the highest level, Extreme Risk mid-month. Port Office was closed to the public, but office staff continued to operate by phone for customers or by appointments. Field staff continued to work providing necessary port functions.

### Security

OrCal Security and POBH recorded 34 contacts/violations/incidents in December, (28) overnight parking (public obeyed and left property) and (6) no camping. December 2020 Security Log attached for your review.

Yearend total number of contacts/violations/incidents for 2020 was 348. The year prior (2019) had 505, a decrease of 157.

### Port Office

Met with potential new tenant for the open retail space on the boardwalk. Owners of Blue Fin Realty are interested in renting the space and a commercial lease agreement was drafted. Draft lease will be in January meeting packet for board approval.

Righetti and Port lot line adjustment application paperwork was completed and submitted to the County Planning this month. Anticipating lot line adjustment to be finalized in January-February 2021.

Coast Guard vessel stored in the boat yard was placed on a truck and trailer by Port staff and equipment. The vessel left the boat yard on December 8, 2020 to its new home in Washington.

The revised RV Park Restroom/Laundry Building drawings with responses to Harbor Sanitary comments were submitted for a second review. Harbor Sanitary required another \$500 from the Port for this review.

Last month I reported on the fishing vessel "Desire" not following Port rules. Desire left the Port December 13, 2020.

The traffic counter at the RV Park recorded 40,612 vehicles in the month of December, average of 1,310 per day. Started counting on June 30, the 6-month total is 256,641 vehicles.

Security cameras and equipment were ordered from Oregon Alarm. The schedule for Oregon Alarm to install the system is still unknown.

New Port Shop Office construction was completed. Shop office staff were relocated from the main office and staff were rearranged in the main office. This was done to reduce multiple employees working in the same office space and meeting OSHA COVID-19 regulations.

Requested sewer development charges credit on the old Zola's building from Harbor Sanitary to be credited back to Zola's on the Water. Harbor Sanitary requested square footage information and the information was provided. Have not received any response since December 10, 2020 from Harbor Sanitary.

Fuel Dock was disconnected on December 14, 2020 in preparation for demolition. Legacy started to mobilize their barge and crane.

### **DEQ 1200-Z Industrial Stormwater**

Monthly inspections were completed as required. 4<sup>th</sup> and final stormwater sampling was completed on December 16. Test results exceeded the State's benchmarks and Tier 1 Report was completed and filed.

Catch basins were cleaned and replaced with fresh sandbags and new bio-char bags. Hope to see stormwater quality improvements.

### **Port Upcoming Projects**

In the next several months the Port will be looking to continue its maintenance and repair projects: Maintenance and repair projects may include:

- 1) Gear storage grading (ongoing)
- 2) Install fire hydrants at Basin 2 (Lower Harbor Road remaining)
- 3) General cleanup across Lower Harbor Road, Port property area
- 4) Repair travel lift ramp cross bracing
- 5) Repair Basin 2 commercial restroom roof and paint
- 6) Reorganize docks in Boat Yard
- 7) Repair damage fence at RV Park (ongoing repairs)
- 8) Separating main water source to Basin 1 Docks E, F & G. Adding a new water connection
- 9) Remove bushes from Basin 1 slopes – retail side
- 10) Clean all Port signage
- 11) Install protective cover for Boat Launch Machine (material has arrived and installation will be soon)
- 12) Repair broken Icehouse piling and catwalk (Legacy to perform work under insurance carrier)

Large projects include:

- 1) Fuel dock repair and transient dock repairs (Legacy Contracting)
- 2) FEMA DR-4432 & 4452 Engineering and Permitting (Jack Akin EMC/Engineers)

### **2019 FEMA Disasters – Same information from last month...planning continuing...**

Received approval from Oregon Emergency Management for engineering and permitting. Jack Akin/EMC Engineering continued working on construction method and drawings.

- FEMA DR-4432 February 24, 2019 storm damage to Basin 2 Slopes (2,000 LF) and dredging 8,000 cubic yards.
- FEMA DR-4452 April 6, 2019 storm damage to basins (dredging 30,000 cubic yards)

FEMA Hazard Mitigation Grant Program was completed, and we are hopeful to receive additional construction mitigation funding under DR-4452. With the additional funding and matching coming from Business Oregon, this disaster repair and mitigation project could total \$4 million.

SECURITY LOG

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
314	12/02/20	OrCal	No Camping	RV Park	8NZY138	CA
315	12/02/20	OrCal	No Camping	Kite Field	672M09	NV
316	12/02/20	OrCal	No Camping	Retail Parking Lot	WMQ262	OR
317	12/08/20	OrCal	Overnight Parking	Retail Parking Lot	122LFZ	WA
318	12/08/20	OrCal	Overnight Parking	Retail Parking Lot	756JJK	OR - 3rd time
319	12/08/20	OrCal	No Camping	RV Park	7GRC563	CA
320	12/08/20	OrCal	Overnight Parking	Retail Parking Lot	YBF933	OR
321	12/09/20	POBH	Overnight Parking	Retail Parking Lot	756JJK	Ticket - Towed
322	12/10/20	POBH	Overnight Parking	Retail Parking Lot	50941	OR - Dumped
323	12/10/20	POBH	Overnight Parking	Retail Parking Lot	50941	OR - Will be Towed 12/11/2020
324	12/11/20	POBH	Overnight Parking	Transient Parking Lot		Motorcycle
325	12/12/20	OrCal	Overnight Parking	RV Park	121CTZ	OR
326	12/12/20	OrCal	Overnight Parking	RV Park	596GEZ	OR
327	12/16/20	POBH	Overnight Parking	Commercial Boat Basin	9T4473	OR
328	12/15/20	OrCal	No Camping	Retail Parking Lot	HC54309	OR
329	12/16/20	OrCal	Overnight Parking	Retail Parking Lot	VAB123	OR
330	12/16/20	OrCal	Overnight Parking	Commercial Boat Basin	9T4473	OR
331	12/16/20	OrCal	Overnight Parking	Commercial Boat Basin	SB04648	OR
332	12/16/20	OrCal	Overnight Parking	RV Park	6FRG026	CA
333	12/16/20	OrCal	No Camping	RV Park	NMK2093	TX
334	12/18/20	OrCal	Overnight Parking	Commercial Boat Basin	696LHT	OR
335	12/18/20	OrCal	Overnight Parking	Commercial Boat Basin	310GNQ	OR
336	12/19/20	OrCal	Overnight Parking		C31466P	WA
337	12/19/20	OrCal	Overnight Parking		780EWC	OR
338	12/19/20	OrCal	Overnight Parking		6KOF155	CA
339	12/19/20	OrCal	Overnight Parking		H805450	OR
340	12/21/20	POBH	Overnight Parking	Transient Parking Lot	539509	OR - Plate Exp 2014
341	12/22/20	OrCal	Overnight Parking	Kite Field	H805450	OR
342	12/24/20	OrCal	Overnight Parking	RV Park	YLZ656	OR
343	12/29/20	OrCal	Overnight Parking	RV Park	384KCF	OR
344	12/30/20	OrCal	No Camping	Kite Field	186LTG	OR
345	12/31/20	OrCal	Overnight Parking	Retail Parking Lot	635JXK	OR
346	12/31/20	OrCal	Overnight Parking	Retail Parking Lot	919KUA	OR
347	12/31/20	OrCal	Overnight Parking	Retail Parking Lot	077JAM	OR
348	12/31/20	OrCal	Overnight Parking	Retail Parking Lot	348LKC	OR

## 2020 Commissioner Meetings Recap

#	Meeting Date	Action Item Description	Information Item Description	Commission Vote Approve / Fail / Hold	Notes
1	Tuesday, January 28, 2020	Policy & Procedure Policy		Approved	
2		Port Employee Handbook		Approved	
3		Ground User Agreement		Approved	Resolution No. 533
4		Financial Management Policy		Approved	Resolution No. 534
5		Port Audit Action Plan FY 2018-19		Approved	Resolution No. 535
6		Marine Fuel Dock Station Repair		Approved	
7		Culvert Material Removal		Approved	Port & County Board Meeting proposed
8		Strategic Business Plan RFP		Approved	
9		Basin 1 F & G Dock Modification		Approved	
10		Port Fire Hydrant Plan		Approved	When funds are available
11		Restroom/Shower & Laundry Room Est		Approved	Pursue loan for construction
12		Kathy's Corner Market Lease		Approved	Termination date
13		Service Contracts		Approved	
14		Port Manager Performance Evaluation		Approved	
15		Events "4" of July		Hold	No action taken
16		Green Building Site Improvement Plan		Approved	Seek info on metal storage buildings
17			Ice House at Port of Charleston		
18			Port Project List 2019-20		
19			Legislative Letters on Channel Dredging		
20			Developing Future Scenarios for Climate Change in California Ecosystem		
21	Tuesday, February 4, 2020	Executive Session - RV Park Camp Host		Approved	Settlement of claim
22	Thursday, February 20, 2020	Number of Signatures on Checks		Approved	
23		Receiving Dock Schedule of Charges		Approved	Revisit when Port has public hoist available
24		Public Records Policy		Approved	Resolution No. 536
25		Delinquent Account Write Off Request		Approved	
26		Appoint Budget Officer FY 2020/21		Approved	
27		Open New LGIP Account of Dredging		Approved	
28		Mountain View Custom Cycles Lease Amendment No. 1		Approved	Includes barber shop
29			Kathy's Corner Market Lease		
30			Launch Ramp Grabrail		
31			IT Security Policy		
32			Fuel Dock Repairs		
33			Restroom/Shower & Laundry Room		
34			36 inch Culvert Cleaning		
35	Friday, March 6, 2020	Zola's on the Water SDC Fees		Approved	Transfer SDC fees when old building is demolished
36		Zola's on the Water Color Scheme		Approved	
37		Zola's on the Water Expansion		Approved	Extend storage space and fix drainage
38	Tuesday, March 17, 2020	Regular meeting cancelled due to COVID-19 regulations from State of Oregon			
39	Tuesday, March 24, 2020	Possible Shutdown of RV Park & Port Operations		Approved	Closed RV Park and fishing pier effective immediately thru April, public parking excluded. All Port operations remain open

## 2020 Commissioner Meetings Recap

#	Meeting Date	Action Item Description	Information Item Description	Commission Vote Approve / Fail / Hold	Notes
40		Business Oregon Contract Amendment for Dock Repairs		Approved	Amendment No. 1
41		COVID-19 Governor Brown Executive Orders		Approved	Resolution No. 537
42	Thursday, April 2, 2020	Supplemental Budget Hearing		Approved	FY 2019-20 Budget Updates
43	Thursday, April 2, 2020	Moorage License Application		Approved	Resolution No. 538
44		Supplemental Budget Approval		Approved	Resolution No. 539
45		EMC Engineers/Scientists Contract		Approved	
46		Black, Rice & Luna LLP Contract Extension		Approved	Amendment No. 1 - Contract ends April 2022
47		C.J. Huntsman Audit Engagement Letter		Approved	FY 2019-20
48		Strategic Business Plan RFP		Approved	Allow Port Staff to complete 5-year update
49		Launch Ramp Grabrail		Approved	Install (6) six grabrails
50		Fuel Dock Ramp & Dock Repair Bid Documents		Approved	
51		Zola's Pizzeria Building Demolition & Restoration Plan		Approved	
52		Port Tenants and Commercial Moorage Month Deferment Plan		Approved	
53		Appoint Budget Committee		Approved	
54		April 21 Commissioner Meeting		Approved	Cancelled Regular Meeting
55			Salmon Season Alternatives		
56			Sea Grant - Dock Walk Program		
57			Green Building Area		
58			DEQ 1200-Z Permit		
59			RV Park Maintenance		
60	Friday, April 17, 2020	SDIS Employee Health Care Plan		Approved	
61		COVID-19 Reevaluation of Port Operations and Finances		Approved	Approved to use Reserve Funds as needed to supplement any shortfalls in other funds
62		Port Lease Deferment Plan		Approved	Cancelled previous Port Plan and approved State EO 20-13 Plan
63		Engagement Letter for Bond Counsel		Approved	RV Park Construction Loan
64	Thursday, April 30, 2020	Beachfront RV Park Closure Extension		Approved	Closed thru May 25
65		2020 Events at Port		Approved	Cancelled all remaining events at Port this year
66	Tuesday, May 12, 2020	Budget Committee Meeting		Approved	FY Budget 2020-21
67	Thursday, May 14, 2020	Business Oregon Payment Relief Plan		Approved	
68		Reopening Beachfront RV Park		Approved	Open to half capacity using Phase 1 guidelines May 26. Open to full capacity under Phase 2 guidelines (ended up being June 8)
69		Art at the Port		Approved	Allow installation of art work on the boardwalk

## 2020 Commissioner Meetings Recap

#	Meeting Date	Action Item Description	Information Item Description	Commission Vote Approve / Fail / Hold	Notes
70		Crow/Clay & Associates Service Agreement		Approved	Amendment No. 1
71	Tuesday, May 19, 2020	2020-21 Port Rates		Approved	Effective July 1, 2020
72		Fuel Dock Ramp & Dock Pile Replacement Contractor Selection		Approved	
73		Financial Consultant Service Agreement		Approved	
74	Thursday, May 21, 2020		Strategic Business Plan 5-Year Mid-Point Update		Workshop for public comments and Board review (First Meeting)
75	Thursday, May 28, 2020	Legacy Contracting Inc. Agreement Execution for Fuel Dock & Dock Project		Approved	
76		Basin 1 Docks F & G		Approved	Use Docks for short-term moorage
77			Beach Access Ramps		
78	Thursday, June 11, 2020	Curry County 36-inch Storm Drain Easement (Retail Parking Lot)		Approved	Temporary construction easement and permanent easement for new structure
79		Curry County Storm Drain Master Plan Update			Discussion item
80		Clark Sunken Boat - Oct 19, 2019 Account		Approved	Go to collections
81			RV Park Seawall		
82	Tuesday, June 16, 2020	Budget Hearing FY 2020-21			
83	Tuesday, June 16, 2020	Adopt FY Budget 2020-21		Approved	Resolution No. 540
84		Tidewinds Sportfishing Lease		Approved	Renewal Amendment No. 1
85		Loan Financial Agreement		Approved	RV Park Construction Loan - Resolution No. 541
86		Interfund Working Capital		Approved	Resolution No. 542
87		LGIP Account		Approved	Reopen Capital Project Fund Account
88		General Manager Employment Agreement		Approved	Amendment No. 1
89		Business Oregon Loan Amendments		Approved	Freeze interest accumulation
90		BC Fisheries Consent to Sublease		Approved	Sublease to Pacific Seafood Group for 3 months
91		RV Park Seawall Plan		Approved	
92		Clark Sunken Boat - Oct 19, 2019 Account		Approved	Remove from Accounts Receivable
93			Commercial Lease List		
94			Zola's Pizzeria Demolition Schedule		
95			Fish Cleaning Station		COVID-19 guidelines at tables
96	Thursday, July 9, 2020		Strategic Business Plan 5-Year Mid-Point Update		Workshop for public comments and Board review (Second Meeting)
97	Tuesday, July 21, 2020	Catalyst Seafood Lease		Approved	
98		Catalyst Seafood Outdoor Seating Plan		Approved	
99		Ocean Suites Motel Lease		Approved	Renewal Amendment No. 1
100		J Sloane Hair Studio Lease		Approved	Amended and Restated Commercial Lease
101		Boardwalk Mail Services Lease		Approved	Amended and Restated Commercial Lease

## 2020 Commissioner Meetings Recap

#	Meeting Date	Action Item Description	Information Item Description	Commission Vote Approve / Fail / Hold	Notes
102		Whale's Tail Consent to Assignment and Assumption to Lease		Approved	Business sold to new owners
103		Reopening Dry Camping Sites		Approved	Open site to fully contained RV's only, no tent camping
104		COVID-19 Relief Fund		Approved	
105		Strategic Business Plan 5-Year Mid-Point Update		Approved	
106		Boat Yard Work Plan Agreement		Approved	
107		South Coast Knight Security / OrCal Security Service Agreement		Approved	Business sold to new owners
108		Slugs N Stones N Ice Cream Cones Lease		Approved	Amendment No. 1
109		Fuel Dock Repair and Dock Repair Project Change Order		Approved	Change Order No. 1
110		Kathy's Corner Market Consent to Assignment and Assumption to Lease		Approved	Business sold to new owners
111		Procurement Approval for Dock Materials		Approved	
112		Procurement Approval for Sealcoating Boat Lunch Parking Lot		Hold	Board requested clarification
113		Procurement Approval for RV Park Seawall Blocks		Approved	Also include as part of RV Park Seawall Project
114		Storage Tank Pollution Liability Coverage		Approved	
115		Port Office Copier Agreement		Approved	
116		Open Port Construction Fund and RV Park Improvement Debt Service Fund		Approved	RV Park Construction Project
117			RV Park Project		
118			Zola's Pizzeria Demolition Project		
119			Coast Guard Boat in Boat Yard		
120			COVID-19 Lease Tenant Repayment Plan		
121	Thursday, July 30, 2020	Procurement Approval for Sealcoating Boat Lunch Parking Lot		Approved	
122		Procurement for Port Office Copier		Approved	
123			Chetco Indian Memorial Fence		
124			Clam Dredging at Port		
125	Wednesday, August 12, 2020	Business Oregon IFA Debt		Approved	When funds are available
126		Kite Field - RV Park Expansion		Approved	Develop expansion plans
127		Zola's on the Water Lease		Approved	Amendment No. 1, increase storage space
128		Crow/Clay & Associates Service Agreement		Approved	Amendment No. 2
129		FEMA DR-4432 & 4452 Disaster Repair Agreement		Approved	
130		Green Building RFP			Included in plan development of Kite Field
131		DeFazio Visit			

## 2020 Commissioner Meetings Recap

#	Meeting Date	Action Item Description	Information Item Description	Commission Vote Approve / Fail / Hold	Notes
132	Tuesday, August 18, 2020	HB 4213 & Repayment Agreements		Approved	COVID-19
133		Righetti & Port Property Easements		Approved	Port proposal
134		Zola's Pizzeria Building Demolition Project Bid Package		Approved	
135		Harbor Corner Market LLC Lease		Approved	
136		POBH By-Laws		Approved	
137		Coronavirus Relief Fund		Approved	Amended and restated Grant Agreement No. 1222
138			RV Park Project		
139			Fuel Dock Repair and Dock Repair Project		
140	Thursday, September 3, 2020	Hazard Mitigation Grant Program for FEMA DR-4452		Approved	
141		New Port Office - COVID-19 Compliance		Hold	
142	Wednesday, September 9, 2020	New Port Office - COVID-19 Compliance		Approved	Not to proceed with the new building
143		Zola's Pizzeria Building Demolition Project Contractor Selection		Approved	
144			Dredge Spoil Information		
145	Monday, September 14, 2020	Designating Agent for HMGP		Approved	Resolution No. 543
146	Tuesday, September 15, 2020	South Coast Lumber Opportunities		Hold	
147		POBH By-Laws		Approved	Resolution No. 544
148		Public Contracting Rules - Selection Process for Architect & Engineer		Approved	Resolution No. 545
149		EMC Engineers/Scientists Contract		Approved	Amendment No. 1
150		Tank Testers Service Contract		Approved	
151		Art at the Port		Approved	2021 Event
152			Pacific Ocean Harvesters Lease Request		
153			Fueling during Construction in Oct-Nov		
154			The Bell & Whistle Coffee Shop		
155	Thursday, September 24, 2020	The Bell & Whistle Consent to Assignment and Assumption to Lease		Approved	Business sold to new owners
156		The Bell & Whistle Request for Building Alteration		Approved	Install electric fire place
157		Zola's on the Water Storage Area Upgrade / Expansion Plan		Approved	
158		Nature's Coastal Holiday Festival of Lights		Approved	
159		Righetti & Port Property Easements		Hold	
160		Traffic Flow and Parking at Zola's on the Water		Approved	
161			Fuel Dock Proposal to Lease		
162			Boat Yard Proposal to Lease		
163			Gage Station on Chetco River		
164	Tuesday, September 29, 2020	Righetti & Port Property Easements		Approved	Rescind prior meeting approval and proceed with agreement



## 2020 Commissioner Meetings Recap

#	Meeting Date	Action Item Description	Information Item Description	Commission Vote Approve / Fail / Hold	Notes
165		Procurement for Diesel & Gasoline Pump Dispenser		Approved	
166		Procurement for EDIC Restroom Cleaning Device		Approved	COVID-19
167	Thursday, October 1, 2020	McClennan Excavation Change Order		Approved	Change Order No. 1
168	Tuesday, October 20, 2020	Pacific Ocean Harvesters Lease		Approved	Amendment No. 1
169		Roy Davis & Joe Speir Lease		Approved	Amendment No. 1
170		Port Office Copier Agreement		Approved	Addendum
171		RV Park Project Drawings & Bid Package		Approved	
172		Best Management Practices Policy		Approved	Revision on page 9
173		Port Security Camera System		Approved	Explore installing camera system not to exceed \$49,000
174		Righetti & Port Property Easements		Approved	Agreement between parties
175		Draft Annual Financial Report FY 2019-20		Hold	Report not ready
176		Boat Yard Lease		Approved	
177			Draft Fuel Dock Lease		
178			Commercial Restroom 2004 Grant # 1155		
179			Business Oregon Strategic Business Plan Approval		
180			Travel Lift Building		Staff looking into other options to protect equipment
181	Tuesday, November 17, 2020	Draft Annual Financial Report FY 2019-20		Approved	
182		Pacific Seafood Group Sublease		Hold	Document not available
183		RV Park Restroom Project		Approved	Relocation due to Floodplain Zone
184		Harbormaster / Maintenance Office Space		Approved	COVID-19 guidelines
185			Fuel Dock Project		
186			Commercial Restroom /Shower Door Keypad Lock		
187			Catalyst Seafood Outdoor Seating - Stage		Clarification
188			Zola's on the Water Storage Expansion		On hold until drawings approved
189			FEMA 4432 & 4452 Project Planning		Complete FEMA projects in phases multiple years
190	Tuesday, December 15, 2020	Supplemental Budget Hearing		Approved	FY 2020-21 Budget Updates
191	Tuesday, December 15, 2020	Supplemental Budget FY 2020-21		Approved	Resolution No. 549
192		Resolution No. 546		Approved	Debt Service RV Park Improvement Fund
193		Resolution No. 547		Approved	Port Construction Fund
194		Resolution No. 548		Approved	Righetti's Property Line Adjustment
195		Pacific Seafood Group Sublease		Approved	Lease Extension to Jan 31, 2021
196		Hungry Clam Lease		Approved	
197		Crow/Clay & Associates Contract		Approved	Amendment No. 3, revisions to drawings
198		Security Camera Procurement		Approved	

## 2020 Commissioner Meetings Recap

#	Meeting Date	Action Item Description	Information Item Description	Commission Vote Approve / Fail / Hold	Notes
199		Pitney Bowes Equipment Lease		Approved	Port Office Mailing Machine, 60-mo lease
200			Travel Lift Erosion Protection		
201			Seal Cove Realty Lease		
202			Ronald Burger Small Claim Case		
203			DEQ Tier 1 Report		
204			Icehouse Pile and Catwalk Damage		
205			Commissioner Comments		Abandon boat article
206			Commissioner Comments		Trash bin dumping rules

## **ACTION ITEM – A**

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**DATE:** January 19, 2021  
**RE:** Blue Fin Realty Lease  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Kim Jones and Lisa Wopschall with Blue Fin Realty applied to lease the building where Brookings-Harbor Visitor & Tour Center was located.
- New tenants requested 1-year lease with one option to renew the lease for 3 additional years. Space would be used for realty business only.
- Port legal counsel and Blue Fin Realty reviewed the draft lease.

### DOCUMENTS

- Request letter to lease the space, 1 page
- Draft Commercial Lease Agreement, 11 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Blue Fin Realty draft Commercial Lease Agreement.

Dear Port Commissioners,

Blue Fin Realty is a newly formed real estate firm made up of Kim Jones and Lisa Wopschall. Together, we have nearly 30 years experience and have sold \$12,000,000 of real estate this year. We are both long time Brookings residents.

Since we are a new company we do not have traditional credit references. However, Kim Jones owns 509 Chetco Avenue as well as 704 Chetco Avenue. Kim carried a business loan on 704 Chetco Avenue, with a private lender for over 10 years, never missing a payment or being late. That loan was recently paid in full. Documentation can be provided if requested.

The location of the Visitors Center at the port would be an ideal location for a real estate office and would not create the traffic of a traditional store. Please strongly consider us as new tenants for this building. Thank you.

Sincerely,

Kim Jones  
Lisa Wopschall

**COMMERCIAL LEASE AGREEMENT  
BLUE FIN REALTY**

DRAFT

This amended and restated lease agreement is made and entered into at Brookings, Oregon, effective the 1st day of February, 2021, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and **Kim Lorain Jones DBA Blue Fin Realty** (hereinafter referred to as "Tenant").

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

a. Approximately 800 square-feet of retail building space and 310 square-feet of outdoor deck space (the Leased Premises, as described in in Exhibit "A"), located at 16358 Lower Harbor Road, Brookings, Oregon.

**2. Lease Term and Base Rental Rate.**

a. **Initial Term.** The initial term of this lease is one (1) year commencing February 1, 2021 and continuing through January 31, 2022.

b. **Base Rental Rate.** The base rental rate for the Leased Premises is Nine Hundred Seventy-Four and 50/100 Dollars (\$974.50) per month, as calculated below, payable on the first day of each month commencing February 1, 2021. The base rental rate is the combined rate of:

1. The building consisting of 800 square-feet of property at approx. \$1.16 per square foot per month, for a total of Nine Hundred Twenty-Eight and 00/100 Dollars (\$928.00) per month.

2. The outdoor deck consisting of 310 square-feet of property at approx. \$0.15 per square foot per month, for a total of Forty-Six and 50/100 Dollars (\$46.50) per month.

c. **Option to Renew.** Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for one (1) additional three (3) year term at terms and conditions to be negotiated, provided that: (a) Tenant is not in default of this lease at the time the option is exercised; (b) Landlord does not need the ground for its own use; and (c) Landlord is otherwise satisfied with Tenant's use of the Leased Premises during the initial term. The parties agree to negotiate in good faith with respect to the renewal terms and conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time.

d. **Notice of Intent.** Tenant shall notify the Landlord in writing ninety (90) days prior to expiration of the lease of Tenant's intent to exercise all or any portion of Tenant's option to extend the lease. Failure to provide such notice is a default and a material breach of the lease and Landlord may terminate the lease on the expiration date and retake possession of the Leased Premises with or without process of law.

**3. Base Rent Payment.**

a. **Annual Adjustment.** Tenant must pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset. The base rent will increase annually, on each anniversary of the lease commencement for the second and each

subsequent year, according to the Consumer Price Index for All Urban Consumers (CPI-U). The base rent increase will be for the total amount of the base rent due. Base rent includes all prior percentage increases. In the event that the CPI-U is negative, the base rent will remain the same, it will not increase or decrease.

- b. **Proration.** Rent for any partial month during the lease term will be prorated to reflect the number of days during the month that Tenant actually occupied the Leased Premises.
- c. **Additional Rent.** Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the initial lease term, a new base rent will be established.
- d. **Fees and Charges.** Should any rent or other payment required of Tenant by this lease not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event any suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney's fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any returned payment.

- 4. **Lease Consideration/Security Deposit.** Upon execution of the lease, Tenant's base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in a sum equal to one month's base rent. Landlord may apply the security deposit to pay the cost of performing any obligation that Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant must on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit will be returned to Tenant upon termination of this lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.
- 5. **Use.** Tenant may use the Leased Premises for realty office purposes and for no other purpose without Landlord's written consent. In connection with its use of the Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.
- 6. **Equipment.** Tenant may install in the Leased Premises only such equipment as is customary for the intended *use* and must not overload the floors or electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises, without the prior written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant will remain Tenant's property and must be installed and operated at Tenant's expense. Any air conditioning required because of heat generating equipment or special lighting installed by Tenant must also be installed and operated at Tenant's expense.
- 7. **Sign.** No signs, awnings, antennas, or other apparatus may be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord's prior written approval as to design, size, location, and color. All signs installed by Tenant must comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware must be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.

**8. Utilities and Services.** Landlord will furnish all utilities up to the Leased Premises and Tenant will be directly responsible for any and all electrical charges or fees for electrical service and must make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Tenant must also make the necessary arrangements to have a meter installed in the name of Tenant for billing purposes. Water and Sewer usage will be billed separately. Tenant must comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Tenant is responsible for all waste generated by the business and disposal of the waste. Unless caused by Landlord's negligence or intentional act, the interruption, limitation, curtailment, or rationing of services or utilities may not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease. Landlord must take all reasonable steps to correct any interruption in service.

**9. Maintenance and Repair – Tenant's Obligations**

- a. Tenant is at all times during the term of this lease, and at Tenant's sole cost and expense, obligated to keep the entirety of the Leased Premises and every part thereof in good condition and repair; excepting ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof. Landlord does have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord will have no liability for interference with Tenant's use because of repairs and installations. Tenant will have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant.
- b. Tenant will be responsible for any repairs necessitated by Tenant's breach of this lease or the negligent or intentional acts of Tenant, its agents, employees, and invitees, excepting repairs that would otherwise be the responsibility of Landlord under Section 10 or Section 15.
- c. Tenant is responsible for all other repairs to the Leased Premises that Landlord is not required to make under Section 10 or Section 15.
- d. If Tenant fails to perform Tenant's obligations under this Section 9 or under any other Section of this lease, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law will be due and payable as additional rent to Landlord together with Tenant's next base rent installment.
- e. On the last day of the term hereof, or upon any sooner termination, Tenant must surrender the Leased Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Leased Premises will not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. Tenant shall leave the air-lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing which were on the Leased Premises prior to the commencement of the lease, in good operating condition.

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

- a. Provide adequate means of ingress and egress to the Leased Premises.
- b. Provide access to a water supply and electricity.
- c. Repair and maintenance of existing exterior water, sewage, and electrical services up to the point of entry to the Leased Premises.
- d. Repair and maintain any structural element of the building that does not meet the definition of Major Damage as provided in Section 15, with respect to the Leased Premises.

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

**12. Indemnity.**

- a. Tenant may not allow any liens to attach to the Leased Premises or Tenant's interest in the Leased Premises as a result of its activities. In the event that a materialman, mechanic's, or other lien is filed, or a claim of lien is made for work claimed to have been done for Tenant, Landlord will have the option in its sole discretion to require Tenant to post a Surety Bond within ten (10) days at Tenant's expense or to pay and discharge the lien. Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney's fees and costs relating to any such lien.
- b. Except as otherwise stated herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Leased Premises arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers, employees, invitees, licensees or agents. Tenant must defend, indemnify and hold Landlord harmless from any and all claims or liability for damage to any property or injury, illness, or death of any person (a) occurring in or on the Leased Premises or any part thereof arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers, employees, invitees, licensees or agents; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death was caused by the act, negligence, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees. Except as otherwise stated herein, Landlord will have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph will survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

**13. Insurance.** During the initial term of this lease and any extension thereof, Tenant must comply with the following insurance requirements:



- a. **General Liability.** Tenant must carry commercial general liability insurance at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - b. **Property.** Tenant must carry property insurance against all risk of loss to any tenant improvement or betterments, at full replacement cost with no coinsurance penalty provision.
  - c. **Workers' Compensation.** If Tenant has employees, Tenant must carry workers' compensation insurance as required by State law and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury or disease.
  - d. **Excess Coverage.** If Tenant maintains broader coverage and/or higher limits than the minimums shown above, Landlord will be entitled to the broader coverage and/or the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to Landlord.
  - e. **Additional Insureds.** The Port of Brookings Harbor, its officers, officials, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement of the lessee's insurance (at least as broad as ISO Form CG 20 10).
  - f. **Certificates of Coverage.** Tenant must furnish certificates of insurance to Port's General Manager, P.O. Box 848, Brookings, Oregon 97415 certifying the existence of such insurance no later than five (5) days prior to commencement of this lease. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or limits or not renewed without fourteen (14) days advance written notice to the Landlord and Landlord's agent, if any, and a renewal certificate must be furnished at least 14 days prior to the expiration of any policy.
  - g. **Primary Insurance.** The insurance required herein will be primary and without right of contribution from other insurance that may be in effect and without subordination. Any other insurance carried by the Landlord is excess. The insurance policies must be underwritten by a company licensed in the state of Oregon, and carry a minimum Best's rating of "A-VI" or better.
  - h. **Lapse of Policy.** If Tenant's policies lapse or are canceled at any time during the term of this Contract, Landlord will have the right to immediately terminate Tenant's lease until such insurance requirements have been fully satisfied by Tenant. Tenant will be responsible to Landlord, and must reimburse and hold Landlord harmless for any bodily injury, fire or property damage not covered by Tenant's insurance.
14. **Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord will not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Leased Premises or the Port, nor will Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Leased Premises or upon other premises of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord will not be liable for any damages arising from any act or neglect of any

other tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.

15. **Major Damage.** Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises to be unusable. In the event that major damage occurs without negligence or willful misconduct of Tenant or its employees, agents, or licensees, then either Landlord or Tenant may elect to terminate this lease by providing written notice to the other party within thirty (30) days after the occurrence of the damage. If this lease is not terminated following major damage, or if damage occurs that is not major damage, Landlord must promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, will be the responsibility of the Tenant. Rent will be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.
16. **Waiver of Subrogation.** Tenant will be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or Tenant improvements it has made to the Premises. Neither Landlord nor Tenant will be liable to the other for any loss or damage caused by any of the risks that are or could be covered by a standard all risk insurance policy with the extended coverage endorsement, or for any business interruption. There may be no subrogated claims by one party's insurance carrier against the other party arising out of any loss.
17. **Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Leased Premises or a portion sufficient to render the Leased Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate will be that the portion of the Leased Premises taken must be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent will be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds will belong to Landlord, and Tenant will have no claims against Landlord or the condemnation award because of the taking.
18. **Assignment and Subletting.** This lease binds and inures to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant may not assign its interest under this lease or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision applies to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment may relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting may be deemed consent to any further assignment or subletting. Landlord may not unreasonably withhold or delay its consent to any assignment, or to subletting, accepting that the proposed Tenant has been approved by Landlord in writing. Tenant will pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney's fees.
19. **Default.**
  - a. Any of the following constitute a default by Tenant under this lease:

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

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

- a. Landlord may terminate the lease and reenter, retake possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Following such retaking of possession, efforts by Landlord to relet the Leased Premises will be sufficient if Landlord follows its usual procedures for finding tenants for the Leased Premises at rates not less than the current rates for other comparable space on Port property. If Landlord has other vacant space available, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages to loss of rentals from Tenant.
- b. Landlord may recover all damages caused by Tenant's default, which include an amount equal to rent lost because of the default and all attorney's fees and costs. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages will bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable through the remaining term of the lease. Such damages will be measured by the difference between the rent under this lease and the reasonable rental value of the Leased Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.
- c. Landlord may make any payment or perform any obligation that Tenant has failed to perform, in which case Landlord will be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord will not waive Tenant's default.

**21. Regulations.** Landlord will have the right (but not the obligation) to make, revise, and enforce commercially reasonable regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Landlord, provided that if Landlord passes a regulation or policy that interferes with Tenant's quiet

enjoyment or unreasonably interferes with Tenant's use of the Leased Premises, then Tenant may terminate this lease. All such regulations and policies must be complied with as if part of this lease.

22. **Access.** During times, other than normal business hours, Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord will have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord will have the right to enter upon the Leased Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in cases of emergency, such entry will be with at least 24 hours' prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.
23. **Notices.** Notices to the parties relating to the lease must be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Leased Premises. Rent will be payable to Landlord at the same address and in the same manner, but will be considered paid only when received.
24. **Subordination.** This lease will be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this lease will be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances. Tenant must execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.
25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant will attorn to the purchaser or transferee and recognize it as the landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the Landlord (transferor) will have no further liability hereunder.
26. **Estoppel.** Either party will within twenty (20) days after notice from the other party execute, acknowledge and deliver to the other party a certificate reciting: whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time will be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.
27. **Attorney's Fees.** In the event, any action, suit, or other proceeding is instituted by either party to this lease to enforce any provision of this lease or any matter arising therefrom or to interpret any provision of this lease, the prevailing party will be entitled to an award of reasonable attorney's fees and costs of suit, including expert witness fees. In the event, any such action, suit, or other proceeding is appealed to any higher court or courts, the prevailing party will be

entitled to an award of reasonable attorney's fees and costs for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney's fees and costs in the lower court, or courts.

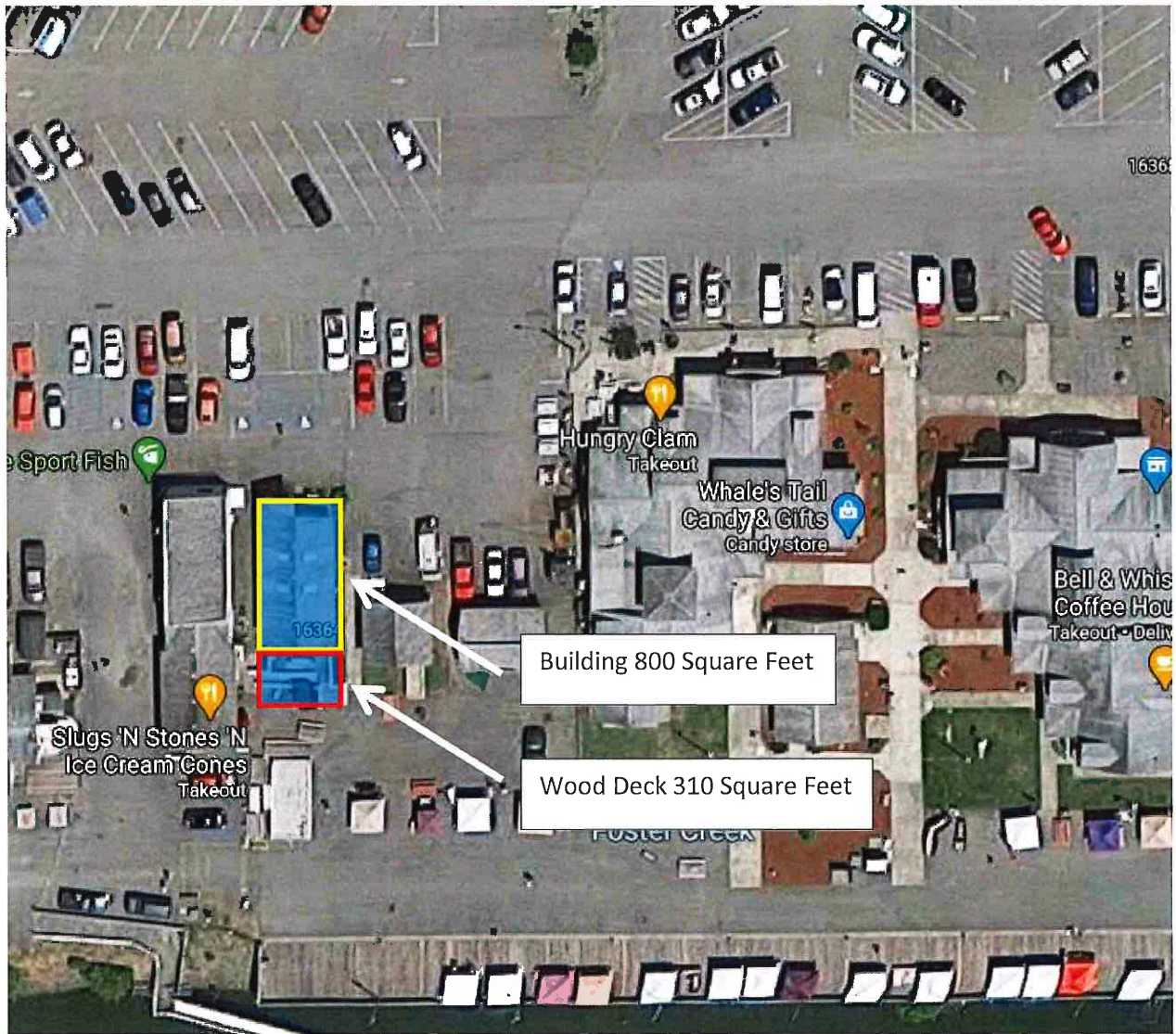
28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this lease, Tenant is entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord will have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.
29. **Complete Agreement.** This lease and the attached exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.
30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease may not be deemed a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
31. **Real Property Taxes.**
  - a. **Payment of Taxes.** Tenant must pay all real and personal real property taxes, if any, applicable to Tenant's portion of the use and possession of the Leased Premises.
  - b. **Additional Improvements.** Tenant will be responsible for paying any increase in real property tax specified in the Tax Assessor's records and work sheets caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for use by Tenant.
  - c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" includes any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.
32. **Severability.** The invalidity of any provision of this lease as determined by a court of competent jurisdiction, may in no way affect the validity of any other provisions herein.
33. **Time of Essence.** Time is of the essence with respect to the obligations to be performed under this lease.
34. **Security Measures.** Each party acknowledges that they have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes full responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained prevents Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.
35. **No Warranties.** The Leased Premises are leased "as-is" and in their current condition as of the first day of the lease term. No warranties, express or implied, are provided by Landlord regarding the condition or fitness for purpose of the Leased Premises.

- 36. **Parking.** Landlord does not assign any specific parking spaces to Tenant under this lease. Tenant and Tenant's employees and invitees are permitted to use any un-restricted Port public parking areas.
- 37. **Headings.** The headings in this lease are for the convenience of the parties only and are not to be used in the interpretation of its provisions.

IN WITNESS, WHEREOF, the duly authorized representatives of the parties have executed this lease as of the last date written below.

<b>PORT OF BROOKINGS HARBOR, Landlord</b>	<b>KIM LORAIN JONES DBA BLUE FIN REALTY, Tenant</b>
Dated: _____	Dated: _____
By: _____ Roy C. Davis, Board President  ATTEST:  _____ Sharon Hartung, Board Treasurer/Secretary	By: _____ Kim Lorain Jones  <div style="text-align: center; color: red; font-weight: bold; font-size: 2em; opacity: 0.5;">DRAFT</div>
Mailing Address: P.O. Box 848 Brookings, OR 97415  Phone: 541-469-2218 Fax:	Mailing Address:  _____ _____  Phone: _____  Fax: _____

Exhibit "A"  
Blue Fin Realty  
16358 Lower Harbor Road



## ACTION ITEM – B

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**DATE:** January 19, 2021  
**RE:** Financial Consultant Contract  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Financial consultant “request for proposal” was advertised from December 2, 2020 to December 31, 2020 on the Port website and in the local newspaper.
- Port received one proposal from Gerald Burns. Gerald has provided financial consulting for the Port the last three years.
- The draft Agreement for Professional Services is the same as last year, except for the hourly rate for the 2020-21 Annual Financial Report preparation instead of a flat fee.
- **NOTE:** A Certified Professional Account will be required to complete the State audit reporting. The CPA will be under a separate contract.

### DOCUMENTS

- RFP for Financial Consultant, 1 page
- Draft Agreement for Professional Services, Financial Consultant, 12 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve draft Financial Consultant contract with Gerald Burns.



# Request for Proposal

## Financial Consultant

Port of Brookings Harbor is requesting proposals for Financial Consultant.

The work associated with this project will consist of, but is not limited to, consulting and advising on financial matters when needed. Must have knowledge of Fund Accounting, QuickBooks, Oregon Local Government Budget and Municipal Auditing.

Questions regarding this work or proposal, please contact Kim Boom at 541-469-2218 extension 405 or by email, [accounts@portofbrookingsharbor.com](mailto:accounts@portofbrookingsharbor.com).

### **Request for Proposals**

Proposals must be submitted to the Port Office located at 16330 Lower Harbor Road, Brookings Oregon on or before 2:00 p.m. on December 31, 2020.

**Note:** The Port of Brookings Harbor reserves the right to waive or reject any or all proposals and reserves the right to negotiate with any terms with any selected proposer.

**Port of Brookings Harbor  
Agreement for Professional Services, Financial Consultant**

This Agreement for Professional Services (“Agreement”) is made and entered into this 19 day of January 2021, by and between the Port of Brookings Harbor, an Oregon special district, herein referred to as “POBH” and Gerald W. Burns, CPA an Oregon Individual/sole proprietor or single-member Limited Liability Company, herein referred to as “Contractor.”

**WHEREAS**, the POBH requires consulting, advising and related services on financial matters which Contractor is capable of providing, under terms and conditions hereinafter described; and

**WHEREAS**, the POBH solicited bids by website and newspaper from December 2, 2020 until December 31, 2020 and received 1 bid(s).

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the parties agree as follows:

**1.0. Effective Date and Duration.** This Agreement will become effective upon its execution by the POBH and will expire December 31, 2021, unless otherwise terminated or extended.

**2.0. Scope of Work.** Contractor will perform the following scope of work under this Agreement: Contractor will prepare annual financial report.

**2.01. Services.** Contractor will assist in consulting and advising on financial matters relating to budgeting and accounting using QuickBooks when needed. Time will be charged for one financial consultant, and includes communications with financial professionals, and with POBH.

**2.02. Information Provided by Others.** POBH shall provide Contractor such information as is available to POBH with respect to the work and Contractor shall be entitled to rely on the accuracy and completeness thereof. POBH recognizes it is not possible for Contractor to insure the accuracy, completeness, and sufficiency of such information if Contractor was not retained to verify the information POBH is providing. Accordingly, POBH agrees, to the fullest extent permitted by law, to indemnify and hold Contractor, its officers, agents and employees harmless from any claim, liability or cost (including reasonable attorney’s fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by POBH to Contractor.

**3.0. Compensation & Billing.**

**3.01. Retainer Fee.** Contractor will be compensated with a monthly retainer fee of \$500 for the ongoing informal advice and assistance, not to exceed \$6,000 in accordance with Exhibit A, attached hereto and incorporated herein by this reference. Contractor will invoice the POBH on the first of each month. POBH will pay Contractor \$500 retainer fee within 30 days of receipt of invoice.

**3.02. Hourly Rate.** Contractor will be compensated an hourly rate of \$100 per hour to prepare the 2020-21 Annual Financial Report.

**3.03. Travel Expense.** Contractor will be compensated travel expenses for onsite meetings at POBH in addition to the retainer fee.



**3.04. Billing Dispute.** If there is a dispute as to one or more line items on the invoice, POBH will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and POBH will pay promptly upon resolution of the dispute.

**4.0. Effective Date and Duration.** This Agreement will become effective upon its execution, the submission of certificates of insurance to POBH and the issuance of a notice to proceed by the POBH. This Agreement will expire December 31, 2021 unless otherwise terminated or extended.

**5.0. Schedule for Performance.** Contractor shall be available for advising POBH staff when needed.

**6.0. Licensing and Certification.** Contractor is required to maintain, at its own expense, all license and certifications required by the State of Oregon to perform services under this Agreement.

**7.0. Status of Contractor as Independent Contractor.** Contractor certifies that:

- A.** Contractor acknowledges that for all purposes related to this Agreement, Contractor is and will be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of the POBH, is not entitled to benefits of any kind to which an employee of the POBH is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the POBH for any purpose, the POBH will be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the POBH or third party) as a result of said finding and to the full extent of any payments that the POBH is required to make (to Contractor or to a third party) as a result of said finding.
- B.** The undersigned Contractor hereby represents that no employee of the POBH, or any partnership or corporation in which a POBH employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- C.** If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- D.** Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- E.** Contractor is not an officer, employee, or agent of the POBH as those terms are used in ORS 30.265.

**8.0. Early Termination.**

**8.01. Mutual Consent.** This Agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties.

**8.02. For Cause by POBH.** The POBH may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by the POBH, under any of the following conditions:

- A.** If due to budgetary considerations, the POBH decides to terminate the Agreement;



- B. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed;
- C. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor; or
- D. If Contractor's performance under this Agreement is not to the satisfaction of the POBH, then POBH shall give written notice and 14 days opportunity to cure the deficiency identified. If the deficiency is not cured within that time, then this Agreement may be terminated upon written notice to Contractor.

**8.03. No Prejudice.** Any such termination of this Agreement under paragraph 8.02 will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**8.04 Remedies Not Exclusive.** The rights and remedies of the POBH provided herein related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. If the POBH terminates this Agreement, Contractor will be entitled to receive as full payment for all services rendered and expenses incurred up to the date of termination.

**9.0. Insurance.** Contractor and its subcontractors must maintain insurance acceptable to the POBH in full force and effect throughout the term of this Agreement. The policy or policies of insurance maintained by the Contractor and its subcontractors must provide at least the following limits and coverages:

**9.01. Coverages.** Contractor and its subcontractors must, at Contractor's or subcontractor's expense, and keep in effect during the term of this Agreement, the following insurance coverage with the following minimum policy limits:

Commercial General Liability	\$1,000,000.00 Each Occurrence Limit BI/PI/PD \$2,000,000.00 General Aggregate
Worker's Compensation	Per Oregon Law (ORS 656.017) as applicable
Comprehensive Automobile	\$ 500,000.00 / \$500,000.00 Bodily Injury \$100,000.00 Property Damage (including coverage for all owned, hired and non-owned vehicles)
Professional Liability / E&O	\$500,000.00 Each Occurrence \$500,000.00 Aggregate per year

**9.02. Additional Insured Provision.** The POBH, its elected and appointed officers, agents, and employees must be added as additional insureds with respect to this Agreement. All Liability Insurance policies must be endorsed to show this additional coverage.

**9.03. Insurance Carrier Rating.** Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the POBH. The POBH reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**9.04. Certificates of Insurance.** As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH. No contract will be



effective until the required certificates have been received and approved by the POBH. The certificate will specify and document all of the required insurance provisions within this Agreement. A renewal certificate must be sent to the POBH 10 days prior to coverage expiration.

**9.05. Primary Coverage Clarification.** All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.

**9.06. Notice of Cancellation.** Contractor's insurance policies must contain provisions that such policies may not be canceled or their limits of liability reduced without thirty (30) days prior notice to POBH. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of POBH, in lieu thereof, a certificate in form satisfactory to POBH certifying to the issuance of such insurance shall be forwarded to the POBH Authorized Representative prior to the commencement of work.

**9.07. Effect of Insurance.** The procuring of such required insurance may not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor will be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

**10.0. Method and Place of Giving Notice, Submitting Bills and Making Payments.** All notices, bills and payments must be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**If to Port of Brookings Harbor:**

Attn: Port Manager  
PO Box 848  
16330 Lower Harbor Rd  
Brookings, OR 97415

**If to Contractor:**

Attn: Gerald W. Burns  
Gerald W. Burns, CPA  
1762 E. McAndrews Rd. Ste. C  
Medford, OR 97504

and when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

**11.0. Compliance with Public Contract Laws.** Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS 279, the following provisions are part of this contract, *as applicable*, including without limitation the following:

**11.01. Compliance with Tax Laws.** Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor understands that Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before execution of this Agreement or during the term of this Agreement is a default for which POBH may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.



**11.02. Compliance with Payment Provisions.** Contractor is required to:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

**11.03. Compliance with Wage and Hour Laws.** ORS 279B.235 is hereby incorporated by reference as though set forth in full. Contractor agrees to abide by ORS 279B.235, as applicable.

**11.04. Other Applicable Laws.** Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

**12.0. Indemnification.** Contractor agrees to indemnify, defend and hold harmless the POBH and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to the acts or omissions of Contractor, and Contractor's officers, agents and employees, in performance of this Agreement, except as specifically provided otherwise in this Agreement.

**13.0. Assignment & Delegation.** This Agreement, and all of the covenants and conditions hereof, will inure to the benefit of and be binding upon the POBH and the Contractor respectively and their legal representatives. Contractor may not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of the POBH, and any assignment or delegation in violation hereof will be void.

**14.0. Force Majeure.** Neither the POBH nor Contractor will be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or suppliers due to such cause; provided that the party so disenabled must within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification may not be the basis for a claim for additional compensation. Each party must, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.



**15.0. Nonwaiver.** The failure of the POBH to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder may not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

**16.0. Severability.** In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect and will in no way be affected or invalidated thereby.

**17.0. Amendment.** No consent, modification, or change of terms of this Agreement may bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, will be effective only in specific instances and for the specific purpose given.

**18.0. Attorney's Fees.** In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party will be entitled to an award of reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

**19.0. Governing Law.** The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in Medford.

**20.0. Complete Agreement.** This Agreement and the attached exhibits, constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**21.0. Acknowledgment.** Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed on the date herein above first written.

**PORT OF BROOKINGS HARBOR  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
By: Roy C. Davis

ATTEST: \_\_\_\_\_  
Commissioner

**CONTRACTOR:  
Gerald W. Burns, CPA**

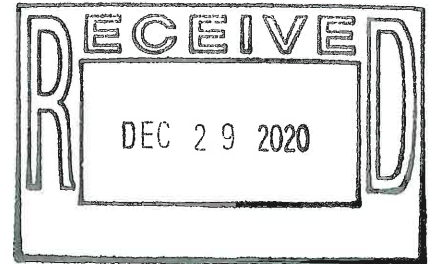
By: \_\_\_\_\_  
Name: Gerald W. Burns  
Its:

**DRAFT**



EXHIBIT "A"

**GERALD W. BURNS, CPA**  
1762 E. McAndrews Rd. - Suite C  
Medford, OR 97504  
gwburnscpa@gmail.com - 541-840-0226



December 28, 2020

Port of Brookings Harbor  
16330 Lower Harbor Road  
Brookings, OR 97415

Attn: Kim Boom, Financial Officer

Re: Request for Proposal - Financial Consultant

Kim,

Thank you for the opportunity to submit a proposal to serve as Financial Consultant to the Port.

I have very much enjoyed having worked with you on the 2020 Financial Consultant project as well as the preparation of the Annual Financial Reports ("AFR") of the Port for the past three fiscal years. I have appreciated the opportunity to have advised you on the Port's modified cash basis of accounting, the budgets for the past several years and on specific supplemental budgets. I would like very much to be selected to continue as the Port's Financial Consultant in 2021 and continue the working relationship we have established.

In specific response to the RFP, I am trained in and have many years of experience in advising and assisting Oregon local governments with fund accounting, compliance with the Oregon Local Budget Law, Municipal Auditing, QuickBooks, financial statement preparation and local government financial matters in general. I am also an Oregon licensed CPA and Municipal Auditor practicing since 1976 - although I no longer perform audits or other financial statement assurance engagements. I have a working knowledge of Oregon Local Budget Law as well as the Oregon Municipal Audit Law. I have worked with many Oregon local governments over the years as



their auditor and consultant. In addition to the Port, I currently assist the City of Cave Junction, the Southern Curry Cemetery Maintenance District, and Josephine Community Library District. I provide advice and services relating to budgeting, accounting using QuickBooks, payroll preparation and tax reporting, and preparation of their annual financial reports.

Based on our 2020 Financial Consultant project experience, I really believe the project is an excellent approach for the Port to strengthen its financial reporting, budgeting and accounting internal controls. I also believe it has enhanced the efficiency and effectiveness of my engagement to assist in the preparation of the Port's AFR and resulted in a cost savings to the Port for the preparation of the AFR. Such a cost savings opportunity occurs because I become very familiar with the Port's budget progress for the year, the operational transactions completed and the QB reporting of those transactions as a result of my ongoing Financial Consultant activities. As a result, I gain the confidence necessary in the QB reports to proceed to prepare the AFR without extensive analysis and consideration.

For the 2021 Financial Consultant project as described, and based on our 2020 Financial Consultant project experience, I expect it will be formalized with an professional services contract as the 2020 project was. Since one can't always plan on when my services might be needed, a monthly retainer fee is appropriate. For the monthly fee I am available at all times to respond to your questions concerning Fund Accounting, QuickBooks, Oregon Local Budget Law, Municipal Auditing and Financial Matters as needed. In addition to providing responses and services as necessary during the year, I will read each month's QB financial reports and assist in keeping the funds "in balance".

For the 2021 Financial Consultant project, I propose a fee of \$6,000 payable in monthly payments of \$500 for the expected services - the same arrangement as we had for the 2020 Financial Consultant project. I will be available throughout the year for ongoing informal advice and assistance regarding the expected services. I will also be available to assist with other services that may require additional time - such as to prepare the 2020-21 Annual Financial Report - for which I will charge the Port \$100 per hour for the time necessary. Travel expenses for onsite meetings at the Port would be in addition to the engagement fee.


This type of Financial Consultant engagement is ideal for me as a sole practitioner. I thoroughly enjoy working one-on-one with my clients on these projects. We both

learn a lot and as time goes on the recurring aspects of the engagement - like preparing the annual financial report - become very efficient resulting in time and fee savings.

Again, thank you for the opportunity to respond to the Port's RFP for the 2021 Financial Consultant project. I am available to answer any questions you may have or visit you at the Port office should you schedule an interview as part of selection process.

My current practice resume accompanies this response to your RFP.

Sincerely,

  
Gerald W. Burns, CPA, CGMA

# **GERALD W. BURNS, CPA**

## ***Practice Resume***

### ***Area of Professional Expertise***

***Gerald W. Burns, CPA*** has particular expertise in accounting and auditing practice. He is extremely well qualified in providing accounting and auditing services to local governments since 1976. In addition, he has served on the AICPA standards bodies that promulgate professional standards relating to auditing and accounting and review services. He has been a volunteer reviewer for the Government Finance Officers Association certificate of achievement in financial reporting program for almost 20 years. Jerry served as a contract investigator for the Oregon Board of Accountancy for over four years specializing in cases relating to CPAs providing financial statement services to Oregon local governments.

### ***Practice Background***

***Gerald W. Burns, CPA*** was a general practice partner in Moss Adams LLP where he focused on local government services before retiring from the firm in 2002. Jerry was previously a general practice partner with the firm of Yergen & Meyer, LLP before merging with Moss Adams LLP and headed his own firm for 20 years in Medford, Oregon. He currently provides accounting advice, assistance and training to local governments (City of Cave Junction, Southern Curry Cemetery Maintenance District and the Josephine Community Library District), and also provides income tax services to individuals, not-for-profits and small businesses.

### ***Service to the CPA Profession***

Jerry was a member of the Board of Directors of the Oregon Society of CPAs and is a former officer, director and past

president of the Southern Oregon Chapter of the Oregon Society of CPAs. He is currently a member of the OSCPA Professional Conduct (Ethics) Board Standing Responsibility Committee, and a past chair and still member of the Governmental Accounting and Auditing Committee, and a member of the Not-For-Profit Committee. He served as a member AICPA Accounting and Review Services Committee from 2008 - 2011 and was a member of the AICPA Auditing Standards Board from 2004 – 2007. His AICPA service also included serving on the task force that revised the State and Local Government Auditing Guide, the CPE Standards Subcommittee, and the Joint Task Force on Quality Control Standards.

Jerry served nine years on the Oregon Board of Accountancy. Since serving on the Board, Jerry served three years as Chair of the Peer Review Oversight Committee and served as a member of the Continuing Professional Education Committee. He was the Board's contract investigator for cases concerning local government audit reports for over four years.

Jerry also served nine years on the Board of Directors of the National Association of State Boards of Accountancy, including service as Secretary and Treasurer. During those years he also chaired the NASBA Uniform Accountancy Act, the CPE Advisory, and Administration and Finance Committees. He also served as a member of the International Qualifications Appraisal Board. In addition, he served as a member of the Regulatory Response Committee that reviews and comments on proposed professional standards.

### ***Recognition for Service to The Accountancy Profession***

For his work in accountancy regulation and standards, *Accounting Today*, recognized Jerry as one of the top 100 most influential people in the accounting profession from 1996 to 2001. Jerry was a recipient of the U.S. Small Business Administration's Accountant Advocate of Year Award in 1987, the Oregon Society of CPAs Gold Medal Award for 1997 and NASBA's Distinguished Service Award for 2004.

### ***Community Activities***

Jerry is a past president of the Medford Oregon Chamber of Commerce. He has also been involved in the leadership of numerous community organizations including: Jackson County Fair Board, Medford Planning Commission, Medford Budget Committee, Children's Dental Clinic of Jackson County, Sacred Heart Church Pastoral Council, Mental Health Advisory Committee of Jackson County and the Medford Rogue Rotary Club where he served over 14 years as Club Treasurer and as Club President for the 2019-20 Rotary year.

### ***Service to the United States of America***

Jerry served in the U.S. Air Force before receiving a B.S Degree in Accounting from Cal State University Long Beach.

## **ACTION ITEM – C**

---

**DATE:** January 19, 2021  
**RE:** Mike Smith Account  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

---

### OVERVIEW

- Mike Smith account with the Port is delinquent. His vessels and gear are still on Port property. Vessel Haida has insurance until January 14, 2021 and vessel Island Harbor has not had insurance since December 6, 2019. Port has not received any documents showing commercial license for either vessel.
- Annual moorage rates for both vessels were changed to a monthly recreational rate from lack of documents and failure to pay.
- Both vessel moorages were terminated by the Port on December 23, 2020.
- Current Statement amount totals \$18,573.70. During the COVID-19 grace period, the amount totals \$14,029.68. The remaining amount that is due now totals \$4,544.02.
- With the COVID-19 effects, the Port staff suggests Mike Smith pay the current amount owed, \$4,544.02 by February 1, 2021, then pay the Port the COVID-19 amount, \$14,029.68 by March 31, 2021.
- If no payment is received by February 1, 2021, Mike Smith and his crew will be trespassed from the Port except for maintaining the vessels in a seaworthy condition. Then every day thereafter, any vessels remaining at the Port will be charge the transient rate fee until the vessels leave.
- If Mike Smith pays the current amount by February 1, 2021 and provides the Port with proper documents for moorage and pays the moorage in advance, the vessels may remain at the Port, if space is available.
- Gear storage will be handled separately if the account is not paid.

### DOCUMENTS

- Mike Smith current statement, 10 pages
- Termination Letters for Haida and Harbor Island, 2 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion for Port Management to proceed with a letter to Mike Smith concerning the account with the Port as discussed during the meeting.



Port of Brookings Harbor  
 PO Box 848  
 Brookings, OR 97415

# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$18,573.70	

Michael Smith

5340 Lower Harbor Road #211  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
11/05/2019	INV #20193573. Due 04/08/2021. Orig. Amount \$849.72. Monthly moorage (B2, T-04) October 2019 --- Rec Water/Elec Monthly, 73 @ \$11.64 = 849.72 --- --- Note: The Port of Brookings Harbor is unable to provide commercial moorage rates without having a copy of your Valid Commercial fishing license on file. There is no past or present copy of a commercial license in your file. --- Tax: Lodging Tax @ 8.8% = 0.00				849.72	849.72
11/06/2019	INV #20193587. Due 04/09/2021. Orig. Amount \$849.72. Monthly moorage (B2, T-04) December 2019 --- Rec Water/Elec Monthly, 73 @ \$11.64 = 849.72 --- --- Note: The Port of Brookings Harbor is unable to provide commercial moorage rates without having a copy of your Valid Commercial fishing license on file. There is no past or present copy of a commercial license in your file. --- Tax: Lodging Tax @ 8.8% = 0.00				849.72	1,699.44
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
14,029.68	159.97	1,479.35	1,554.35	1,350.35	\$18,573.70	

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 www.portofbrookingsharbor.com



Port of Brookings Harbor  
 PO Box 848  
 Brookings, OR 97415

# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$18,573.70	

Michael Smith

16340 Lower Harbor Road #21  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
11/06/2019	INV #20193589. Due 04/09/2021. Orig. Amount \$849.72. Monthly moorage (B2, T-04) November 2019 --- Rec Water/Elec Monthly, 73 @ \$11.64 = 849.72 --- --- Note: The Port of Brookings Harbor is unable to provide commercial moorage rates without having a copy of your Valid Commercial fishing license on file. There is no past or present copy of a commercial license in your file. --- Tax: Lodging Tax @ 8.8% = 0.00				849.72	2,549.16
11/20/2019	INV #20193665. Due 03/23/2021. Orig. Amount \$849.72. Monthly Moorage: January 2020 (Haida) --- Rec Water/Elec Monthly, 73 @ \$11.64 = 849.72 --- Tax: Lodging Tax @ 8.8% = 0.00				849.72	3,398.88
01/08/2020	INV #20200108. Due 02/07/2021. Orig. Amount \$849.72. Monthly Moorage: February 2020 (Haida) --- Rec Water/Elec Monthly, 73 @ \$11.64 = 849.72 --- Tax: Lodging Tax @ 8.8% = 0.00				849.72	4,248.60
02/03/2020	INV #20200309. Due 02/26/2021. Orig. Amount \$849.72. Monthly moorage: March 2020 (Haida) --- Rec Water/Elec Monthly, 73 @ \$11.64 = 849.72 --- Tax: Lodging Tax @ 8.8% = 0.00				849.72	5,098.32
03/03/2020	INV #20200544. Due 03/03/2021. Orig. Amount \$849.72. Monthly Moorage April 2020 (Haida) --- Rec Water/Elec Monthly, 73 @ \$11.64 = 849.72 --- Tax: Lodging Tax @ 8.8% = 0.00				849.72	5,948.04
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
14,029.68	159.97	1,479.35	1,554.35	1,350.35	\$18,573.70	

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Port of Brookings Harbor  
 PO Box 848  
 Brookings, OR 97415

# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$18,573.70	

Michael Smith

16340 Lower Harbor Road #214  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
03/31/2020	INV #FC 567. Due 03/01/2021. Orig. Amount \$69.15. Finance Charge --- Fin Chg \$69.15 --- Invoice #20193573 for 849.72 on 11/05/2019 --- Invoice #20193587 for 849.72 on 11/06/2019 --- Invoice #20193589 for 849.72 on 11/06/2019 --- Invoice #20193665 for 849.72 on 11/20/2019 --- Invoice #20200108 for 849.72 on 01/08/2020				69.15	6,017.19
04/30/2020	INV #20200915. Due 02/28/2021. Orig. Amount \$54.00. Gear Storage, April 2020 --- Gear Storage, 900 @ \$0.06 = 54.00 --- Tax: Lodging Tax @ 8.8% = 0.00				54.00	6,071.19
04/30/2020	INV #20200917. Due 02/28/2021. Orig. Amount \$75.00. Liveaboard Fee - April 2020 (Haida) --- Liveaboard Fee - First Person \$75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				75.00	6,146.19
05/01/2020	INV #20200916. Due 03/01/2021. Orig. Amount \$54.00. Gear Storage, May 2020 --- Gear Storage, 900 @ \$0.06 = 54.00 --- Tax: Lodging Tax @ 8.8% = 0.00				54.00	6,200.19
05/01/2020	INV #20200918. Due 03/01/2021. Orig. Amount \$75.00. Liveaboard Fee - May 2020 (Haida) --- Liveaboard Fee - First Person \$75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				75.00	6,275.19
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
14,029.68	159.97	1,479.35	1,554.35	1,350.35	\$18,573.70	

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Port of Brookings Harbor  
 PO Box 848  
 Brookings, OR 97415

# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$18,573.70	

Michael Smith

16340 Lower Harbor Road #214  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
05/01/2020	INV #20200920. Due 03/01/2021. Orig. Amount \$849.72. Monthly Moorage May 2020 (Haida) --- Rec Water/Elec Monthly, 73 @ \$11.64 = 849.72 --- Tax: Lodging Tax @ 8.8% = 0.00				849.72	7,124.91
05/28/2020	INV #20200818. Due 02/26/2021. Orig. Amount \$849.72. Monthly Moorage June 2020 (Haida) --- Rec Water/Elec Monthly, 73 @ \$11.64 = 849.72 --- Tax: Lodging Tax @ 8.8% = 0.00				849.72	7,974.63
05/28/2020	INV #20201010. Due 02/26/2021. Orig. Amount \$75.00. Liveaboard Fee - June 2020 (Haida) --- Liveaboard Fee - Each Additonal, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				75.00	8,049.63
05/29/2020	INV #20201160. Due 02/27/2021. Orig. Amount \$54.00. Gear Storage, June 2020 --- Gear Storage, 900 @ \$0.06 = 54.00 --- Tax: Lodging Tax @ 8.8% = 0.00				54.00	8,103.63
06/24/2020	INV #20201373. Due 02/22/2021. Orig. Amount \$54.00. Gear Storage, July 2020 --- Gear Storage, 900 @ \$0.06 = 54.00 --- Tax: Lodging Tax @ 8.8% = 0.00				54.00	8,157.63
07/01/2020	INV #20201403. Due 03/01/2021. Orig. Amount \$872.35. Monthly Moorage July 2020 (Haida) --- Rec Water/Elec Monthly, 73 @ \$11.95 = 872.35 --- July 2020 --- Tax: Lodging Tax @ 8.8% = 0.00				872.35	9,029.98
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
14,029.68	159.97	1,479.35	1,554.35	1,350.35	\$18,573.70	

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# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$18,573.70	

Michael Smith

16340 Lower Harbor Road #214  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
07/01/2020	INV #20201404. Due 03/01/2021. Orig. Amount \$75.00. Liveaboard Fee - July 2020 (Haida) --- Liveaboard Fee - Each Additonal, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				75.00	9,104.98
08/01/2020	INV #20201848. Due 03/01/2021. Orig. Amount \$478.00. Monthly Moorage, April 2020 (Harbor Island) --- Rec Water/Elec Monthly, 40 @ \$11.95 = 478.00 --- Tax: Lodging Tax @ 8.5% = 0.00				478.00	9,582.98
08/01/2020	INV #20201849. Due 03/01/2021. Orig. Amount \$478.00. Monthly Moorage, May 2020 (Harbor Island) --- Rec Water/Elec Monthly, 40 @ \$11.95 = 478.00 --- Tax: Lodging Tax @ 8.5% = 0.00				478.00	10,060.98
08/01/2020	INV #20201850. Due 03/01/2021. Orig. Amount \$478.00. Monthly Moorage, June 2020 (Harbor Island) --- Rec Water/Elec Monthly, 40 @ \$11.95 = 478.00 --- Tax: Lodging Tax @ 8.5% = 0.00				478.00	10,538.98
08/01/2020	INV #20201851. Due 03/01/2021. Orig. Amount \$478.00. Monthly Moorage, July 2020 (Harbor Island) --- Rec Water/Elec Monthly, 40 @ \$11.95 = 478.00 --- Tax: Lodging Tax @ 8.5% = 0.00				478.00	11,016.98
08/01/2020	INV #20201852. Due 03/01/2021. Orig. Amount \$478.00. Monthly Moorage, August 2020 (Harbor Island) --- Rec Water/Elec Monthly, 40 @ \$11.95 = 478.00 --- Tax: Lodging Tax @ 8.5% = 0.00				478.00	11,494.98
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
14,029.68	159.97	1,479.35	1,554.35	1,350.35	\$18,573.70	

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# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$18,573.70	

Michael Smith

16340 Lower Harbor Road #214  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
08/03/2020	INV #20201779. Due 03/03/2021. Orig. Amount \$54.00. Gear Storage, August 2020 --- Gear Storage, 900 @ \$0.06 = 54.00 --- Tax: Lodging Tax @ 8.8% = 0.00				54.00	11,548.98
08/04/2020	INV #20201825. Due 03/04/2021. Orig. Amount \$872.35. Monthly Moorage, August 2020 (Haida) --- Rec Water/Elec Monthly, 73 @ \$11.95 = 872.35 --- Tax: Lodging Tax @ 8.5% = 0.00				872.35	12,421.33
08/04/2020	INV #20201843. Due 03/04/2021. Orig. Amount \$75.00. Liveaboard Fee - August 2020 (Haida) --- Liveaboard Fee - Each Additonal, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				75.00	12,496.33
09/01/2020	INV #20201900. Due 03/02/2021. Orig. Amount \$478.00. Monthly Moorage, September 2020 (Harbor Island) --- Rec Water/Elec Monthly, 40 @ \$11.95 = 478.00 --- Tax: Lodging Tax @ 8.5% = 0.00				478.00	12,974.33
09/01/2020	INV #20201901. Due 03/02/2021. Orig. Amount \$872.35. Monthly Moorage, September 2020 (Haida) --- Rec Water/Elec Monthly, 73 @ \$11.95 = 872.35 --- Tax: Lodging Tax @ 8.5% = 0.00				872.35	13,846.68
09/01/2020	INV #20201902. Due 03/02/2021. Orig. Amount \$75.00. Liveaboard Fee - September 2020 (Haida) --- Liveaboard Fee - Each Additonal, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				75.00	13,921.68
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
14,029.68	159.97	1,479.35	1,554.35	1,350.35	\$18,573.70	

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Port of Brookings Harbor  
 PO Box 848  
 Brookings, OR 97415

# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$18,573.70	

Michael Smith

16340 Lower Harbor Road #214  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
09/01/2020	INV #20202058. Due 03/02/2021. Orig. Amount \$54.00. Gear Storage, September 2020 --- Gear Storage, 900 @ \$0.06 = 54.00 --- Tax: Lodging Tax @ 8.8% = 0.00				54.00	13,975.68
09/18/2020	INV #20202186. Due 04/22/2022. Orig. Amount \$54.00. Gear Storage, October 2020 --- Gear Storage, 900 @ \$0.06 = 54.00 --- Tax: Lodging Tax @ 8.8% = 0.00				54.00	14,029.68
10/01/2020	INV #20201993. Due 10/01/2020. Orig. Amount \$872.35. Monthly Moorage, October 2020 (Haida) --- Rec Water/Elec Monthly, 73 @ \$11.95 = 872.35 --- Tax: Lodging Tax @ 8.5% = 0.00				872.35	14,902.03
10/08/2020	INV #20202300. Due 10/08/2020. Orig. Amount \$478.00. Monthly Moorage, October 2020 (Harbor Island) --- Rec Water/Elec Monthly, 40 @ \$11.95 = 478.00 --- Tax: Lodging Tax @ 8.5% = 0.00				478.00	15,380.03
10/08/2020	INV #20202301. Due 11/07/2020. Orig. Amount \$75.00. Liveaboard Fee - October 2020 (Haida) --- Liveaboard Fee - Each Additonal, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				75.00	15,455.03
10/22/2020	INV #20202450. Due 10/22/2020. Orig. Amount \$54.00. Gear Storage, November 2020 --- Gear Storage, 900 @ \$0.06 = 54.00 --- Tax: Lodging Tax @ 8.8% = 0.00				54.00	15,509.03
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
14,029.68	159.97	1,479.35	1,554.35	1,350.35	\$18,573.70	

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Port of Brookings Harbor  
 PO Box 848  
 Brookings, OR 97415

# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$18,573.70	

Michael Smith

16340 Lower Harbor Road #214  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
11/01/2020	INV #20202382. Due 11/01/2020. Orig. Amount \$872.35. Monthly Moorage, Nov 2020 (Haida) --- Rec Water/Elec Monthly, 73 @ \$11.95 = 872.35 --- Tax: Lodging Tax @ 8.5% = 0.00				872.35	16,381.38
11/01/2020	INV #20202533. Due 11/01/2020. Orig. Amount \$75.00. Liveaboard Fee - November 2020 (Haida) --- Liveaboard Fee - Each Additional, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				75.00	16,456.38
11/01/2020	INV #20202534. Due 11/01/2020. Orig. Amount \$478.00. Monthly Moorage, November 2020 (Harbor Island) --- Rec Water/Elec Monthly, 40 @ \$11.95 = 478.00 --- Tax: Lodging Tax @ 8.5% = 0.00				478.00	16,934.38
11/24/2020	INV #20202746. Due 11/24/2020. Orig. Amount \$54.00. Gear Storage, December 2020 --- Gear Storage, 900 @ \$0.06 = 54.00 --- Tax: Lodging Tax @ 8.8% = 0.00				54.00	16,988.38
12/01/2020	INV #20202654. Due 12/01/2020. Orig. Amount \$478.00. Monthly Moorage, December 2020 (Harbor Island) --- Rec Water/Elec Monthly, 40 @ \$11.95 = 478.00 --- Tax: Lodging Tax @ 8.5% = 0.00				478.00	17,466.38
12/01/2020	INV #20202672. Due 12/01/2020. Orig. Amount \$872.35. Monthly Moorage, December 2020 (Haida) --- Rec Water/Elec Monthly, 73 @ \$11.95 = 872.35 --- Tax: Lodging Tax @ 8.5% = 0.00				872.35	18,338.73
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
14,029.68	159.97	1,479.35	1,554.35	1,350.35	\$18,573.70	

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Port of Brookings Harbor  
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# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$18,573.70	

Michael Smith

16340 Lower Harbor Road #214  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
12/01/2020	INV #20202673. Due 12/01/2020. Orig. Amount \$75.00. Liveaboard Fee - December 2020 (Haida) --- Liveaboard Fee - Each Additional, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				75.00	18,413.73
12/23/2020	INV #20202911. Due 12/23/2020. Orig. Amount \$54.00. Gear Storage, January 2021 --- Gear Storage, 900 @ \$0.06 = 54.00 --- Tax: Lodging Tax @ 8.8% = 0.00				54.00	18,467.73
12/31/2020	INV #FC 737. Due 12/31/2020. Orig. Amount \$105.97. Finance Charge --- Fin Chg \$105.97 --- Invoice #20201993 for 872.35 on 10/01/2020 --- Invoice #20202300 for 478.00 on 10/08/2020 --- Invoice #20202301 for 75.00 on 10/08/2020 --- Invoice #20202450 for 54.00 on 10/22/2020 --- Invoice #20202382 for 872.35 on 11/01/2020 --- Invoice #20202533 for 75.00 on 11/01/2020 --- Invoice #20202534 for 478.00 on 11/01/2020 --- Invoice #20202746 for 54.00 on 11/24/2020				105.97	18,573.70
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
14,029.68	159.97	1,479.35	1,554.35	1,350.35	\$18,573.70	

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**Certified / Return  
Receipt Requested /  
Posted on Vessel**

November 23, 2020

Michael Smith

16330 Lower Harbor Road #214  
Brookings, OR 97415

**NOTICE OF TERMINATION**

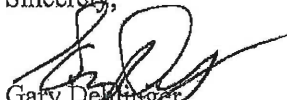
Dear Mr. Smith,

It has come to the attention of the Port that your annual moorage was due October 1, 2019. In addition to your failure to pay your moorage fees, you have also failed to complete a liveaboard application and pay liveaboard fees, failed to provide your vessels Documentation from the Coast Guard, failed to provide a valid Commercial Fishing License, failed to provide a copy of your identification, and you have failed to renew your moorage agreement with the Port. The Port of Brookings Harbor is hereby terminating your moorage effective as of December 23, 2020 under the following termination provisions of your Moorage Agreement and Port Ordinance No. 1-1998:

- Moorage Agreement, Section 11. Moorage Renewal and Termination. Your vessel remains on Port premises after the expiration of this license and repeated failure to register your vessel.
- Port Ordinance No. 1-1998, 2.2.1 Port Use Agreement. Upon expiration of the period stated therein, the Port Use Agreement and all rights of the permittee thereunder shall automatically terminate unless pre-payment for an additional term has been accepted by the Port.

It is your duty and obligation under the Moorage Agreement and Port Ordinance to remove your vessel from Port property. You have one month from the date of this letter to remove your vessel (Haida) from the Port of Brookings Harbor. Failure to do so could result in additional charges for its removal, storage and disposal.

Sincerely,

  
Gary DeKlinger  
Port Manager





**Certified / Return  
Receipt Requested /  
Posted on Vessel**

November 23, 2020

Michael Smith

16330 Lower Harbor Road #21  
Brookings, OR 97415

**NOTICE OF TERMINATION**

Dear Mr. Smith,

It has come to the attention of the Port that your annual moorage was due April 1, 2020. In addition to your failure to pay your moorage fees, you have also failed to provide proof of insurance for the vessel, failed to provide your vessels Documentation from the Coast Guard, failed to provide a valid Commercial Fishing License, failed to provide a copy of your identification, and you have failed renew your moorage agreement with the Port. The Port of Brookings Harbor is hereby terminating your moorage effective as of December 23, 2020 under the following termination provisions of your Moorage Agreement and Port Ordinance No. 1-1998:

- Moorage Agreement, Section 11. Moorage Renewal and Termination. Your vessel remains on Port premises after the expiration of this license and repeated failure to register your vessel.
- Port Ordinance No. 1-1998, 2.2.1 Port Use Agreement. Upon expiration of the period stated therein, the Port Use Agreement and all rights of the permittee thereunder shall automatically terminate unless pre-payment for an additional term has been accepted by the Port.

It is your duty and obligation under the Moorage Agreement and Port Ordinance to remove your vessel from Port property. You have one month from the date of this letter to remove your vessel (Harbor Island) from the Port of Brookings Harbor. Failure to do so could result in additional charges for its removal, storage and disposal.

Sincerely,

Gary Deffinger  
Port Manager

## **ACTION ITEM – D**

---

**DATE:** January 19, 2021  
**RE:** Corey Sample Account  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

---

### OVERVIEW

- Corey Sample account with the Port is delinquent. His vessels and gear are still on Port property. The vessel is being purchased through a private owner. Port has not received any documents showing commercial license for the vessel.
- Annual moorage rate for the vessel was changed to a monthly recreational rate from lack of documents and failure to pay.
- Vessel moorage was terminated by the Port on December 23, 2020.
- Current Statement amount totals \$8,034.74. During the COVID-19 grace period, the amount totals \$5,780.63. The remaining amount that is due now totals \$2,254.11.
- With the COVID-19 effects, the Port staff suggests Corey Sample pay the current amount owed, \$2,254.11 by February 1, 2021, then pay the Port the COVID-19 amount, \$5,780.63 by March 31, 2021.
- If no payment is received by February 1, 2021, Corey Sample and his crew will be trespassed from the Port except for maintaining the vessel in a seaworthy condition. Then every day thereafter, any vessels remaining at the Port will be charge the transient rate fee until the vessels leave.
- If Corey Sample pays the current amount by February 1, 2021 and provides the Port with proper documents for moorage and pays the moorage in advance, the vessel may remain at the Port, if space is available.
- Gear storage will be handled separately if the account is not paid.

### DOCUMENTS

- Corey Sample current statement, 7 pages
- Termination Letters for Lili Anne, 1 page

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion for Port Management to proceed with a letter to Corey Sample concerning the account with the Port as discussed during the meeting.



Port of Brookings Harbor  
 PO Box 848  
 Brookings, OR 97415

# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$8,034.74	

Corey Sample

PO Box 7422  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
12/31/2019	INV #20200077. Due 01/30/2021. Orig. Amount \$150.00. Liveaboard Fee - January 2020 --- Liveaboard Fee - First Person \$75.00 --- Liveaboard Fee - Each Additonal \$75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				150.00	150.00
12/31/2019	INV #FC 386. Due 01/30/2021. Orig. Amount \$3.99. Finance Charge --- Fin Chg \$3.99 --- Invoice #20193599 for 150.00 on 11/07/2019				3.99	153.99
01/15/2020	INV #20200137. Due 02/14/2021. Orig. Amount \$108.00. Gear Storage, January 30x60 --- Gear Storage, 1,800 @ \$0.06 = 108.00 --- --- If you would like annual gear storage, fee: \$1296.00 --- Tax: Lodging Tax @ 8.8% = 0.00				108.00	261.99
01/24/2020	INV #20200225. Due 02/16/2021. Orig. Amount \$108.00. Gear Storage, February 2020 30x60 --- Gear Storage, 1,800 @ \$0.06 = 108.00 --- Tax: Lodging Tax @ 8.8% = 0.00				108.00	369.99
01/24/2020	INV #20200226. Due 02/16/2021. Orig. Amount \$150.00. Liveaboard Fee - February 2020 --- Liveaboard Fee - First Person \$75.00 --- Liveaboard Fee - Each Additonal \$75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				150.00	519.99
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
5,780.63	156.39	735.24	735.24	627.24	\$8,034.74	

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# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$8,034.74	

Corey Sample

PO Box 7422  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
01/31/2020	INV #FC 446. Due 02/23/2021. Orig. Amount \$2.29. Finance Charge --- Fin Chg \$2.29 --- Invoice #20200077 for 150.00 on 12/31/2019				2.29	522.28
02/27/2020	INV #20200453. Due 02/26/2021. Orig. Amount \$108.00. Gear Storage, March 2020 --- Gear Storage, 1,800 @ \$0.06 = 108.00 --- Tax: Lodging Tax @ 8.8% = 0.00				108.00	630.28
02/27/2020	INV #FC 498. Due 02/26/2021. Orig. Amount \$4.00. Finance Charge --- Fin Chg \$4.00 --- Invoice #20200077 for 150.00 on 12/31/2019 --- Invoice #20200226 for 150.00 on 01/24/2020				4.00	634.28
03/31/2020	INV #FC 565. Due 03/01/2021. Orig. Amount \$63.22. Finance Charge --- Fin Chg \$63.22 --- Invoice #20200056 for 3,362.10 on 12/30/2019 --- Invoice #20200077 for 150.00 on 12/31/2019 --- Invoice #20200137 for 108.00 on 01/15/2020 --- Invoice #20200225 for 108.00 on 01/24/2020 --- Invoice #20200226 for 150.00 on 01/24/2020 --- Invoice #20200453 for 108.00 on 02/27/2020				63.22	697.50
04/30/2020	INV #20200937. Due 02/28/2021. Orig. Amount \$108.00. Gear Storage, April 2020 --- Gear Storage, 1,800 @ \$0.06 = 108.00 --- Tax: Lodging Tax @ 8.8% = 0.00				108.00	805.50
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
5,780.63	156.39	735.24	735.24	627.24	\$8,034.74	

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# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$8,034.74	

Corey Sample  
 PO Box 7422  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
05/01/2020	INV #20200938. Due 03/01/2021. Orig. Amount \$108.00. Gear Storage, May 2020 --- Gear Storage, 1,800 @ \$0.06 = 108.00 --- Tax: Lodging Tax @ 8.8% = 0.00				108.00	913.50
05/27/2020	INV #20201071. Due 02/25/2021. Orig. Amount \$614.53. Monthly Commercial Live Aboard Renewal (B2, P-04): 03/01/2020-03/31/2020 --- Commerical Monthly Moorage, 41 @ \$11.33 = 464.53 --- Liveaboard Fee - First Person, 1 @ \$75.00 = 75.00 --- Liveaboard Fee - Each Additonal, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				614.53	1,528.03
05/27/2020	INV #20201073. Due 02/25/2021. Orig. Amount \$614.53. Monthly Commercial Live Aboard Renewal (B2, P-04): April 1, 2020 - April 30, 2020 --- Commerical Monthly Moorage, 41 @ \$11.33 = 464.53 --- Liveaboard Fee - First Person, 1 @ \$75.00 = 75.00 --- Liveaboard Fee - Each Additonal, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				614.53	2,142.56
05/27/2020	INV #20201074. Due 02/25/2021. Orig. Amount \$614.53. Monthly Commercial Live Aboard Renewal (B2, P-04): May 1, 2020 - May 31, 2020 --- Commerical Monthly Moorage, 41 @ \$11.33 = 464.53 --- Liveaboard Fee - First Person, 1 @ \$75.00 = 75.00 --- Liveaboard Fee - Each Additonal, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				614.53	2,757.09
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
5,780.63	156.39	735.24	735.24	627.24	\$8,034.74	

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# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$8,034.74	

Corey Sample

PO Box 7422  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
05/29/2020	INV #20201167. Due 02/27/2021. Orig. Amount \$108.00. Gear Storage, June 2020 --- Gear Storage, 1,800 @ \$0.06 = 108.00 --- Tax: Lodging Tax @ 8.8% = 0.00				108.00	2,865.09
06/02/2020	INV #20201185. Due 03/03/2021. Orig. Amount \$614.53. Monthly Commercial Live Aboard Renewal (B2, P-04): June 1, 2020 - June 30, 2020 --- Commerical Monthly Moorage, 41 @ \$11.33 = 464.53 --- Liveaboard Fee - First Person, 1 @ \$75.00 = 75.00 --- Liveaboard Fee - Each Additonal, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				614.53	3,479.62
06/24/2020	INV #20201381. Due 02/22/2021. Orig. Amount \$108.00. Gear Storage, July 2020 --- Gear Storage, 1,800 @ \$0.06 = 108.00 --- Tax: Lodging Tax @ 8.8% = 0.00				108.00	3,587.62
06/24/2020	INV #20201389. Due 02/22/2021. Orig. Amount \$614.53. Monthly Commercial Live Aboard Renewal (B2, P-04): July 1, 2020 - July 30, 2020 --- Commerical Monthly Moorage, 41 @ \$11.33 = 464.53 --- Liveaboard Fee - First Person, 1 @ \$75.00 = 75.00 --- Liveaboard Fee - Each Additonal, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.8% = 0.00				614.53	4,202.15
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
5,780.63	156.39	735.24	735.24	627.24	\$8,034.74	

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 Brookings, OR 97415

# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$8,034.74	

Corey Sample

PO Box 7422  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
07/14/2020	INV #20201598. Due 03/14/2021. Orig. Amount \$627.24. Monthly Moorage & Liveaboard, August 2020 --- Commerical Monthly Moorage, 41 @ \$11.64 = 477.24 --- Liveaboard Fee - First Person \$75.00 --- Liveaboard Fee - Each Additonal \$75.00 --- Tax: Lodging Tax @ 8.5% = 0.00				627.24	4,829.39
08/03/2020	INV #20201789. Due 03/03/2021. Orig. Amount \$108.00. Gear Storage, August 2020 --- Gear Storage, 1,800 @ \$0.06 = 108.00 --- Tax: Lodging Tax @ 8.8% = 0.00				108.00	4,937.39
08/04/2020	INV #20201822. Due 03/04/2021. Orig. Amount \$627.24. Monthly Moorage & Liveaboard, September 2020 --- Commerical Monthly Moorage, 41 @ \$11.64 = 477.24 --- Liveaboard Fee - First Person \$75.00 --- Liveaboard Fee - Each Additonal \$75.00 --- Tax: Lodging Tax @ 8.5% = 0.00				627.24	5,564.63
09/01/2020	INV #20202066. Due 03/02/2021. Orig. Amount \$108.00. Gear Storage, September 2020 --- Gear Storage, 1,800 @ \$0.06 = 108.00 --- Tax: Lodging Tax @ 8.8% = 0.00				108.00	5,672.63
09/18/2020	INV #20202193. Due 03/19/2021. Orig. Amount \$108.00. Gear Storage, October 2020 --- Gear Storage, 1,800 @ \$0.06 = 108.00 --- Tax: Lodging Tax @ 8.8% = 0.00				108.00	5,780.63
<b>CURRENT &amp;            COVID-19            "protected            charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
5,780.63	156.39	735.24	735.24	627.24	\$8,034.74	

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# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$8,034.74	

Corey Sample  
 PO Box 7422  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
10/14/2020	INV #20201991. Due 10/14/2020. Orig. Amount \$627.24. Monthly Moorage + LAB fees October 2020 --- Commerical Monthly Moorage, 41 @ \$11.64 = 477.24 --- Liveaboard Fee - First Person, 1 @ \$75.00 = 75.00 --- Liveaboard Fee - Each Additonal, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.5% = 0.00				627.24	6,407.87
10/22/2020	INV #20202456. Due 10/22/2020. Orig. Amount \$108.00. Gear Storage, November 2020 --- Gear Storage, 1,800 @ \$0.06 = 108.00 --- Tax: Lodging Tax @ 8.8% = 0.00				108.00	6,515.87
11/01/2020	INV #20202377. Due 11/01/2020. Orig. Amount \$627.24. Comm Monthly + LAB, NOV 2020 --- Commerical Monthly Moorage, 41 @ \$11.64 = 477.24 --- Liveaboard Fee - First Person, 1 @ \$75.00 = 75.00 --- Liveaboard Fee - Each Additonal, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.5% = 0.00				627.24	7,143.11
11/24/2020	INV #20202753. Due 11/24/2020. Orig. Amount \$108.00. Gear Storage, December 2020 --- Gear Storage, 1,800 @ \$0.06 = 108.00 --- Tax: Lodging Tax @ 8.8% = 0.00				108.00	7,251.11
12/01/2020	INV #20202647. Due 12/01/2020. Orig. Amount \$627.24. Comm Monthly + LAB, Dec 2020 --- Commerical Monthly Moorage, 41 @ \$11.64 = 477.24 --- Liveaboard Fee - First Person, 1 @ \$75.00 = 75.00 --- Liveaboard Fee - Each Additonal, 1 @ \$75.00 = 75.00 --- Tax: Lodging Tax @ 8.5% = 0.00				627.24	7,878.35
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
5,780.63	156.39	735.24	735.24	627.24	\$8,034.74	

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# Statement

Date  
 1/13/2021

To:

Amount Due	Amount Enc.
\$8,034.74	

Corey Sample  
 PO Box 7422  
 Brookings, OR 97415

Date	Transaction				Amount	Balance
12/23/2020	INV #20202919. Due 12/23/2020. Orig. Amount \$108.00. Gear Storage, January 2021 --- Gear Storage, 1,800 @ \$0.06 = 108.00 --- Tax: Lodging Tax @ 8.8% = 0.00				108.00	7,986.35
12/31/2020	INV #FC 733. Due 12/31/2020. Orig. Amount \$48.39. Finance Charge --- Fin Chg \$48.39 --- Invoice #20201991 for 627.24 on 10/14/2020 --- Invoice #20202456 for 108.00 on 10/22/2020 --- Invoice #20202377 for 627.24 on 11/01/2020 --- Invoice #20202753 for 108.00 on 11/24/2020				48.39	8,034.74
<b>CURRENT &amp; COVID-19 "protected charges"</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>Amount Due</b>	
5,780.63	156.39	735.24	735.24	627.24	\$8,034.74	

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**Certified / Return  
Receipt Requested /  
Posted on Vessel**

November 23, 2020

Corey Sample

P.O. Box 7422

Brookings, OR 97415

**NOTICE OF TERMINATION**

Dear Mr. Sample,

It has come to the attention of the Port that your annual moorage was due March 1, 2020. In addition to your failure to pay your moorage fees, you have also failed to pay your liveaboard fees, failed to provide identification for both persons living aboard your vessel, failed to provide your vessels Documentation from the Coast Guard, failed to provide a current Commercial Fishing license, and failed renew your moorage agreement with the Port. The Port of Brookings Harbor is hereby terminating your moorage effective as of December 23, 2020 under the following termination provisions of your Moorage Agreement and Port Ordinance No. 1-1998:

- Moorage Agreement, Section 11. Moorage Renewal and Termination. Your vessel remains on Port premises after the expiration of this license and repeated failure to register your vessel.
- Port Ordinance No. 1-1998, 2.2.1 Port Use Agreement. Upon expiration of the period stated therein, the Port Use Agreement and all rights of the permittee thereunder shall automatically terminate unless pre-payment for an additional term has been accepted by the Port.

It is your duty and obligation under the Moorage Agreement and Port Ordinance to remove your vessel from Port property. You have one month from the date of this letter to remove your vessel (Lili Anne) from the Port of Brookings Harbor. Failure to do so could result in additional charges for its removal, storage and disposal.

Sincerely,

  
Gary Dehlinger  
Port Manager

## **ACTION ITEM – E**

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**DATE:** January 19, 2021  
**RE:** Port Restroom Facilities  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- New keypad lock access was installed on Basin 2 Commercial restroom and shower facility to reduce vandalism, drugs, prostitution, and dumping. This change has dramatically improved cleaning, repairs, drug paraphernalia and prostitution at this restroom.
- Unfortunately, other Port restroom facilities (Kite Field and Retail) are now encountering increased vandalism and drug paraphernalia.
- Port staff would like to propose installing keypad locks on the Kite Field restroom and the retail restroom. Public access for both restrooms would be available between 8am and 5pm. Port tenants and moorage holders would have access to the facilities after hours by requesting the passcode from the Port Office.
- The cost for installing the keypads for the Kite Field restroom is approximately \$3,000.
- The cost to install keypads at the retail restroom would include new doors, framework and maybe other security measures for \$5,000 to \$8,000.
- Timeframe to install this equipment if approved would depend on budget and scheduling flexibility.

### DOCUMENTS

- None

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve installing keypad access on Kite Field restroom and retail restroom that will be open from 8am to 5pm for the public and available for tenant's and moorage holder afterhours, if funds are available.