

PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Tuesday, January 15, 2019 • 6:00 pm
Port Conference Room Suite 202
16350 Lower Harbor Road, OR 97415

TENTATIVE AGENDA

1. CALL MEETING TO ORDER

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

2. APPROVAL OF AGENDA

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

4. CONSENT ITEMS

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8. COMMISSION COMMENTS

9. NEXT REGULAR MEETING DATE – February 19, 2019, 6:00 pm

10. ADJOURNMENT

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

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

DRAFT

Tuesday, December 18, 2018 • 6:00 pm

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

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

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

2. Approval of Agenda:

There were no modifications, additions, or changes to the agenda; nor any declarations of Potential Conflicts of Interest.

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

3. Agenda Related Public Comments:

Don Griffith: Stated he is willing to put in time and money to restore the USCG 44 Motor Life Boat, in effort to keep it in the Port.

4. Minutes to be Accepted:

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

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

E. Financial Review

Dehlinger asked if there were any questions regarding the financial review. *Heap* commented that he liked the way the review was done, that it was easy to read and understand. *Ferraccioli* made a motion to accept the financial review. Second by *Range*. **Motion passed 5-0.**

5. **Managers Report & Operational Report:**

Dehlinger read his Manager Report for November 2018; stating that Port Infrastructure is still his main focus for planning, reconstruction and funding of projects. *Ferraccioli* made a motion to accept the Port Managers Report. Second by *Speir*. **Motion passed 5-0.**

Webster read his Operational Report for November 2018. *Davis* had some questions regarding boats in the boat yard. *Speir* made a motion to accept the Harbormasters Report. Second by *Ferraccioli*. **Motion passed 5-0.**

6. **ACTION ITEMS**

- A. Read and Adopt Ordinance No. 22 – An Ordinance of the Board of Commissioners of the Port of Brookings Harbor Regulating Sleeping and Camping on Port Property. (A copy of the ordinance may be reviewed at the Port office during business hours).

Heap made a motion to waive full reading, read by title only and adopt Ordinance No. 22, An Ordinance of the Board of Commissioners of the Port of Brookings Harbor Regulating Sleeping and Camping on Port Property. Second by *Davis*. **Motion passed 5-0.**

- B. Retail Suite Proposal – Stagelights

The Board asked Kimberly Devine, Stagelights Chair, to explain her proposal. The Board had some questions and comments regarding the proposal. *Heap* made a motion to defer this action to the next meeting, with looking to accept this action upon receiving a cost breakdown of the proposal, and also to schedule at the next meeting a discussion about the lease rates and whether we are going to make a new category. Second by *Davis*. **Motion passed 5-0.**

- C. Harbor Fire District Agreement - \$15,000

Dehlinger recommended postponing the agreement until future notice, or indefinitely, as the funds could be used elsewhere on other infrastructure needs. *Range* made a motion to deny making the \$15,000 contribution to Harbor Fire District. Second by *Ferraccioli*. **Motion passed 5-0.**

- D. Rogue Credit Union Lease

Heap made a motion to accept lease with Rogue Credit Union for a term of three years beginning August 1, 2018 and ending July 31, 2021 with 1 additional three-year term option. Second by *Ferraccioli*. **Motion passed 5-0.**

- E. 44 ft USCG Motor Life Boat

Heap made a motion to accept volunteer plan to restore the exterior of the vessel for the Life Boat. Second by *Davis*. *Range* made an amendment that if it's not done within 1 year the Port will pursue other actions. Second by *Ferraccioli*. **Motion passed 5-0.**

- F. Personnel Board

Rice recommended the Board creating and adopting a standard procedure for hiring practices as well as disciplinary actions. The Board had some questions regarding state laws and hiring/firing

processes. *Webster* gave his input that staff may not want or feel comfortable with the Board being involved in their discipline and/or firing, as the Board is constantly changing upon election, and also said that employees do not feel right putting their fate in the hands of the Board. Discussion followed. *Ferraccioli* made a motion to table this item for a future meeting. Second by *Davis*. **Motion passed 5-0.**

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G. Rescind “MOU” with Harbor Sanitary

Heap made a motion to rescind the approval of the MOU in the Special Meeting on August 7, 2018 with the Harbor Sanitation District, and asks that a new MOU is drafted. Second by *Ferraccioli*. **Motion passed 5-0.**

H. Security Fencing at Fuel Tank Facility

Heap made a motion to accept the contract with Medford Fence, to install new fencing at the fuel tank facility. Second by *Davis*. **Motion passed 5-0.**

I. Budget Calendar

Range made a motion to approve the Budget Calendar, as presented, for 2019 – 2020. Second by *Davis*. **Motion passed 5-0.**

J. 2019 SDAO Annual Conference

Ferraccioli made a motion to approve the Port Manager and Commissioners to attend the 2019 SDAO Conference and Port provide the travel and overnight lodging expenses. Second by *Davis*. **Motion passed 5-0.**

K. Port Meeting Location for 2019

The Board discussed the advantages of locating Port meetings to currently unused office space available in the Port, including installing a new sound system so the public attendees can better hear the Commissioners during meetings. *Heap* made a motion to approve that meetings be held Suite 202, and that the Board directs a manifest to renovations and installation of sound. Second by *Davis*. **Motion passed 5-0.**

L. Conceptual RV Park Plan

Tom Beene made a comment about keeping the 2-way flow of public traffic at the Sporthaven Beach area of the RV Park.

Heap made a motion to approve the conceptual plan and begin research on permitting requirements and locate design engineering service to proceed with conceptual project design drawings. Conceptual project design drawings and cost estimate are to be brought back to the Board for final approval. Second by *Davis*. **Motion passed 5-0.**

M. Fuel Ramp and Fuel lines – Emergency Relocation Update

Rice advised that the Board adopt the Resolution. *Range* made a motion to approve Resolution No. 500 and authorize Port staff to fix the problem, not to exceed the expense of \$50,000. Second by *Ferraccioli*. **Motion passed 5-0.**

7. INFORMATION ITEMS

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A. Hiring/Advertising for Record Specialist

Dehlinger explained the need to create a position and a job description for a Record Specialist, and the importance of maintaining and archiving public records. Discussion followed.

B. Security Service Contract 2019

The Board will discuss this item at an upcoming Special Meeting scheduled for December 21, 2018.

C. Green Building Advertisement

Dehlinger reviewed how the advertisement of the Green Building will be done. Public comments were heard regarding restoration or tearing down of the Green Building.

Tim: read aloud his prospectus for the use and retention of the green building as Port property, and answered questions from the Board.

Dave Hoover: spoke on the cracking and separating of the concrete in the building, and what the expenses would be to bring the building up to code.

D. BC Fisheries Dock Surface

The Board had questions for Martha Rice regarding the information item.

E. Stormwater (Storm Drains and Righetti's Flooding Issue)

There were no questions from the Board regarding this item. The Board would like to discuss this issue at a later time. *Dehlinger* asked if the Board had any issue with closing the driveway off and doing what was supposed to be done in the first place according to plans. There were no objections.

F. 2018 Audit Extension to March 31, 2019

Connie Huntsman, Municipal Auditor for the State of Oregon introduced herself, and advised the Board that the Fiscal Year ended June 30, 2018 and that the Audit is due at the Secretary of State's office December 31, 2018. The Port has received an extension to complete the Audit by March 31, 2019.

G. Pacific Ocean Harvesters Lease

The Board discussed the possible need to renegotiate the lease per request in writing from Pacific Ocean Harvesters. It was recommended by the Board that the Port Manager speak to the owner of Pacific Ocean Harvesters and find out more information regarding the request for changes to the lease.

8. STRATEGIC BUSINESS PLAN ANNUAL UPDATE

Dehlinger explained the updates of the Strategic Business Plan, and asked the Board to approve the plan and changes, stating that the Business Plan should be updated annually. The Board had some questions for Engineer Jack Akin regarding the upcoming Piling Project. *Dehlinger* asked the Board to approve the proposed list in the plan. *Heap* made a motion to approve the Annual Update

of the Strategic Business Plan, Table-14 Capital Improvement Plan. Second by *Ferraccioli*. **Motion passed 5-0.**

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9. COMMISSION COMMENTS

Heap made a comment on the Salmon Spawning Sample recently collected and noted this is not a good year for Salmon. *Davis* thanked everyone for coming out to the meeting.

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

11. ADJOURNMENT

Davis adjourned the meeting at 8:28 pm.

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

PORT OF BROOKINGS HARBOR
Board of Commissioners
Special Meeting Minutes

DRAFT

Former Port Office
16340 Lower Harbor Road, Suite 103, Harbor OR 97415
Friday, December 21, 2018 • 3:00 pm

Commissioners present: Position 1, Secretary Joe Speir, Position 4, Vice Chairman Richard Heap, and Position 5, Treasurer Kenneth Range. Also, present were, Gary Dehlinger, Port Manager, Travis Webster, Harbormaster, Danielle Shepard, Marina Administrator, and members of the public.

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

Heap called the meeting to order at 3:00 pm. Board and audience stated the pledge of allegiance.

2. Approval of Agenda:

There were no announced Modifications, Additions, or Changes to the Agenda. Nor were there any Declaration of Potential Conflicts of Interest.

3. Public Comments:

Kenneth Francis: Had comments on the growth of sea life in the Port; such as algae, snails and clams on bottoms of boats.

David Allen: Asked how many hours Security is getting paid in the Port; also talked about the number of security cameras there are in the Port; and brought up some of the cons to placing gates on the entryways to the docs. The Board asked some questions about the type of cameras he uses on his property.

4. Action Items:

Port Security

Dehlinger provided an overview of security in the Port including patrol by South Coast Knight Security (“SCKS”), security lights, security cameras, security gates and fencing.

a. Security Patrol:

Dehlinger reported that SCKS is currently contracted to patrol the Port for 2 hours per day, which costs \$2,000/month, and that a new service contract will need to be completed for 2019. The Board had questions regarding the adequacy of the patrol service. Discussion followed.

Range made motion to continue using South Coast Knight Security until a new service contract agreement is completed for calendar year 2019. Second by *Speir*. **Motion passed 3-0.**

b. Security Lights:

Dehlinger reported a request from a Port tenant to install additional parking lights in the Retail Parking Lot to increase visibility at night. The Board had questions regarding where current lights are, and what the costs of adding lights would be. Discussion followed.

Speir made a motion to install new parking lights when the availability of funds are there. Second by *Range*. **Motion passed 3-0.**

c. Security Cameras:

Dehlinger reported that there were, at one time, many security cameras installed throughout the Port that are currently non-functioning. The Board had questions and comments about the use and operation of different types of cameras. There were comments and suggestions from the public regarding types of cameras they use at their properties. Discussion followed.

Range made a motion that Gary investigate high-end cameras that can be located at each of the ramp accesses; and mount them in the best possible way. Second by *Speir*. **Motion passed 3-0.**

d. Security Gates and Fencing:

Dehlinger reported where the current gates and fences are located throughout the Port. *Webster* recommended fencing in the commercial areas to prevent public access to those areas. Discussion followed.

Range made a motion in regards to the gates at the docks, leave the gates as is, install lights and cameras and we will reevaluate whether we need to do something with the gates as far as closing them or leaving them open, as is. The second portion of it would be install the fencing and gates for the gear storage and dock receiving areas when the funds are available. Second by *Speir*. **Motion passed 3-0.**

There were further public comments and suggestions regarding Port retail business and security, but no further actions or motions were made.

5. Adjournment:

Heap adjourned the meeting at 4:12 pm.

Signature

Date Signed



FINANCE DEBT MONTHLY REPORT

Date: January 15, 2019
Period: December 2018
To: Gary Dehlinger, General Manager
Issued By: Kim Boom, Financial Officer

Debt Service Payments

- IFA - \$62,500 quarterly payment made
 - \$1641.60 Principal Paid & \$1.08 Interest Paid to L96003/RV Beachfront
With this payment the *PRINCIPLE IS PAID IN FULL FOR THIS LOAN.*
PRINCIPAL BALANCE...\$0.00 INTEREST BALANCE...\$344,098.55
 - \$14,673.16 & \$240.00 Principle Paid to L98004/Basin 2 Dock Improvement
PRINCIPAL BALANCE ...\$199,799.89 INTEREST BALANCE...\$300,024.40
 - \$4684.93 Principle Paid to X03004/Eureka Fishery-Property Improvement
PRINCIPAL BALANCE ...\$210,821.97 INTEREST BALANCE...\$184,140.93
 - \$3793.46 Principle Paid to 520139/Boardwalk
PRINCIPAL BALANCE ...\$68,282.15 INTEREST BALANCE...\$175,820.25
 - \$3420.92 Principle Paid to 525172/RV Park Improvement
PRINCIPAL BALANCE ...\$129,994.88 INTEREST BALANCE...\$136,670.57
 - \$6024.09 Principle Paid to 525176/Green Bldg.
PRINCIPAL BALANCE ...\$295,180.86 INTEREST BALANCE...\$227,824.54
 - \$3912.98 Principle Paid to 525181/Eureka Fishery-Property Purchase
PRINCIPAL BALANCE ...\$195,648.76 INTEREST BALANCE...\$342,242.90
 - \$5262.92 Principle Paid to L02001/Marine Fueling Dock
PRINCIPAL BALANCE ...\$194,728.32 INTEREST BALANCE...\$223,229.61
 - \$19,084.86 Principle Paid to L02009/Cold Storage
PRINCIPAL BALANCE ...\$782,478.92 INTEREST BALANCE...\$938,317.54

- IFA TOTAL PRINCIPLE BALANCE as of December 31, 2018...\$2,076,935.75
IFA TOTAL ACCURED INTEREST as of June 30, 2018...2,872,369.28

- Travelift - \$4659.00 paid to m2Lease
BALANCE...\$236,470.74

- 20018 Genie Reach Forklift - \$1464.71 paid to Umpqua Bank
BALANCE...\$90,179.93

- Land Purchase – Kyle Aubin paid \$72.00
BALANCE... \$15,552.0

FINANCIAL REPORT

DATE: January 15, 2019
RE: Month End Report of Financial Activities for December 2018
TO: Board of Commissioners
PRESENT BY: Gary Dehlinger, Port Manager

Accrual Basis – December 2018

OPERATIONS

- Operation Revenue \$107,102
- Operation Expenses \$101,306

Operation Net Income \$5,796

NON-OPERATIONS

- Non-Operating Revenue \$18,111
- Non-Operating Expenses \$5,953

Non-Operating Net Income \$12,158

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

MARINA – Operating Income (\$33,146) NET POSITION (\$48,013)

- December Revenue \$40,907
- Expenses (\$74,053)
- Depreciation Amount (\$14,867)
- Loan Payment Amount (\$14,913)
- 19 moorage slips renewed
- 75 gear and boat storage rentals

BEACHFRONT RV PARK – Operating Income \$5557 NET POSITION (\$3,855)

- December Revenue \$14,269
- Expenses (\$8,712)
- Depreciation Amount (\$1,702)
- Loan Payment Amount (\$5,063)
- December occupancy 329 sites rented or reserved

BOAT YARD – Operating Income (\$1,259) NET POSITION (\$3,534)

- December Revenue \$2,158
- Expenses (\$3,417)
- Depreciation Amount (\$2,275)
- Loan Payment Amount (\$6,024)
- 1 impound vessel
- 8 abandon / Port vessels in the boat yard

COMMERCIAL / RETAIL LEASES Operating Income \$35,723 – NET POSITION \$24,996

- December Revenue \$43,218
- Expenses (\$7,495)
- Depreciation Amount (\$10,727)
- Loan Payment Amount (\$11,236)
- 33 Tenants with land, dock and retail space leases

FUEL DOCK – Operating Income (\$961) NET POSITION (\$1,794)

- December Revenue \$6,550
- Expenses (\$7,511)
- Depreciation Amount (\$833)
- Loan Payment Amount (\$1,754)
- Purchased 2,030 gallons of diesel fuel and 0 gallons of non-ethanol
- Pumped 1,751 gallons of diesel and 133 gallons on non-ethanol to 24 vessels
- End of the month inventory for diesel 5,462 gallons and non-ethanol 1,426 gallons

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

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

CAPITAL PROJECTS – NET POSITION (\$4,393)

- December Revenue \$0
- December Expenses (\$4,393)
- Projects in progress:
 - 1) Basin 1 Piling Project

Misc. Non-Operating Revenue – \$10,640

- December Revenue \$12,200
- Debt Service Interest Paid \$1,560

TRANSFERS FROM GENERAL FUND

- Total transfers to Debt Service Fund \$25,596
- Total transfers to Bond Debt Fund \$10,012
- Total transfers to Capital Projects Fund \$5,232
- Total transfers to Reserve Fund \$60

DOCUMENTS

- Financial Report – December 2018, 3 pages
- Fund Balance Report – December 2018, 1 page
- Balance Sheet as of December, 2018, 4 pages
- Profit & Loss December 2018 Budget Performance, 2 pages
- Profit & Loss December 2018, 4 pages
- December 2018 Check Register, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to accept Financial Report as presented.

Port of Brookings Harbor
Fund Balance Report **DECEMBER 2018**

• **GENERAL FUND**

UNRESTRICTED FUNDS, AS OF 12/31/2018.

- \$479,172.38 General Fund (Umpqua Bank \$67,615.42 & LGIP \$411,556.96)
- \$2155.55 Cash on Hand/Petty Cash (RV Park, Fuel Dock and Office Drawers)

\$481,327.93 UNRESTRICTED FUNDS, 30-Day reserve amount needed \$181,789 (without depreciation)

RESTRICTED FUNDS, AS OF 12/31/2018.

Capital Projects Fund

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

Debt Service Fund

- \$19,582.93 Debt Service Fund \$62,500 Quarterly (**IFA Business Oregon**)
 Payment due March 31, 2019
 (\$4807.69 average needed each week to reach payment, currently \$0 short)
- \$2000.00 Monthly (**Travel Lift Lease**)
 Payment due 22nd of each month – January 22, 2019
 (\$1,075.15) average each week to reach payment, currently \$0 short)
- \$504.27 Monthly (**2018 Genie Reach Forklift**)
 Payment due 15th of each month – January 15, 2019
 (\$338.01 average each week to reach payment, currently \$0 short)

Revenue Bond Fund

- \$34,792.26 Revenue Bond Fund \$143,132 Year (\$13,012 must remain in fund)
 USDA Loan - \$130,120, payment due Nov 6, 2019
 (\$2502.30 average each week to reach payment, currently \$0 short)

Reserve Fund

- \$24,055.01 (Approx. Total Deprecation to date \$2196.03. Yearly amount \$391,741)

\$83,434.47 RESTRICTED FUNDS, AS OF 12/31/2018. 30-Day reserve amount needed to transfer monthly from General Fund to Debt Funds *approximately* \$37,801.

- **\$481,327.93 UNRESTRICTED FUNDS**
- **\$83,434.47 RESTRICTED FUNDS**

TOTAL CURRENT CASH & CASH EQUIVALENTS \$564,762.40

**Port of Brookings Harbor
Balance Sheet**

As of December 31, 2018

	Dec 31, 18
ASSETS	
Current Assets	
Checking/Savings	
1001 · CASH & CASH EQUIVALENTS	
1002 · General Funds Ckg Umpqua 3634	62,418.37
1005 · General Fund LGIP 6017	411,556.96
Total 1001 · CASH & CASH EQUIVALENTS	473,975.33
1006 · Cash on Hand/Petty Cash	
1008 · Office/Financial Officer	425.55
1010 · Fuel Dock Cash Drawer	600.00
1012 · RV Park Cash Drawer	930.00
1014 · Office/Reception Cash Drawer	200.00
Total 1006 · Cash on Hand/Petty Cash	2,155.55
1020 · RESTRICTED - CASH/EQUIVALENTS	
1022 · USDA BOND Umpqua MM 9529	2,509.56
1024 · Capital Projects Umpqua 8018	2,500.00
1028 · Debt Service Umpqua MM 8627	
TELEHANDLER	504.27
TRAVEL LIFT	2,000.00
Total 1028 · Debt Service Umpqua MM 8627	2,504.27
1030 · Oregon State Treasury LGIP	
1032 · USDA Bond Fund LGIP 6021	32,282.70
1036 · Reserve Fund LGIP 6018	24,055.01
1038 · IFA Debt Service Fund LGIP 6020	19,582.93
Total 1030 · Oregon State Treasury LGIP	75,920.64
Total 1020 · RESTRICTED - CASH/EQUIVALENTS	83,434.47
Total Checking/Savings	559,565.35
Accounts Receivable	
1200 · Accounts Receivable Account	16,263.07
Total Accounts Receivable	16,263.07
Other Current Assets	
1210 · A/R-Auditor Adjustment Account	32,891.00
1305 · FUEL Inventory	19,760.37
1310 · Prepaid Insurance	8,230.00
1320 · Due from Other Port Funds	
1322 · Due from Capital Projects Fund	85,039.58
Total 1320 · Due from Other Port Funds	85,039.58
1330 · Trans out to Other Port Funds	
1336 · Trans out to Reserve Fund	12,840.38
1338 · Trans out to USDA Bond Fund	65,076.00
1340 · Trans out to Debt Service Fund	222,228.07
Total 1330 · Trans out to Other Port Funds	300,144.45
1400 · RECEIVABLES	
1402 · Tax Appropriations Receivable	22,893.00
1405 · Grants Receivables	
1408 · Dock Renovation L16010	16,852.00
1412 · Basin 1 Pillings DR 4258 PW319	3,745.00
Total 1405 · Grants Receivables	20,597.00
Total 1400 · RECEIVABLES	43,490.00

**Port of Brookings Harbor
Balance Sheet**

As of December 31, 2018

	Dec 31, 18
1499 · Undeposited Funds	5,197.05
Total Other Current Assets	494,752.45
Total Current Assets	1,070,580.87
Fixed Assets	
1600 · Fixed Asset	
1605 · Construction in Progress	1,537,645.75
1610 · Land	2,537,448.00
1615 · Idle & Impaired Assets	557,163.00
1620 · Buildings & Docks	14,504,923.68
1630 · Equipment	
1632 · 2017-50 BFMII Travelift	343,750.00
1635 · 2017 Ford F250 Truck	25,701.50
1636 · 2018 Genie Forklift GTH-1256	147,852.00
1638 · 2018 Ford F150 Truck	20,552.82
1630 · Equipment - Other	190,982.00
Total 1630 · Equipment	728,838.32
Total 1600 · Fixed Asset	19,866,018.75
1690 · Allowance for depreciation	-5,123,949.00
Total Fixed Assets	14,742,069.75
Other Assets	
1440 · Harbor Sant District SDC Credit	198,661.36
Total Other Assets	198,661.36
TOTAL ASSETS	16,011,311.98
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · General Fund Accts Payable	15,390.97
2002 · Capital Projects Accts Payable	393.16
Total Accounts Payable	15,784.13
Credit Cards	
2008 · RCU VISA ACCT	2,629.18
Total Credit Cards	2,629.18
Other Current Liabilities	
2012 · ACCRUED BENEFITS	27,313.21
2013 · Accrued Int Payable-Restricted	81,705.00
2015 · DEFERRED REVENUE	12,794.91
2020 · Security Deposits C/R	10,786.53
2022 · Key Deposit	1,780.00
2026 · Deposits Payable	1,000.00
2100 · Payroll Liabilities	
Employee Benefits	
2112 · SEP IRA	330.82
Total Employee Benefits	330.82
Total 2100 · Payroll Liabilities	330.82
2120 · Due to Other Port Funds	
2122 · Due to Capital Projects Fund	85,039.58
Total 2120 · Due to Other Port Funds	85,039.58

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**Port of Brookings Harbor
Balance Sheet**

As of December 31, 2018

	Dec 31, 18
2130 · Trans in to Other Port Funds	
2136 · Trans in to Reserve Fund	12,840.38
2138 · Trans in to USDA Bond Fund	65,076.00
2140 · Trans in to Debt Service Fund	222,228.07
	300,144.45
Total 2130 · Trans in to Other Port Funds	300,144.45
2150 · Current Portion of LT Debt	377,043.00
	897,937.50
Total Other Current Liabilities	897,937.50
Total Current Liabilities	916,350.81
Long Term Liabilities	
2200 · Notes Payable	
Revenue Bonds Payable	
2280 · USDA #97-02	1,153,036.26
	1,153,036.26
Total Revenue Bonds Payable	1,153,036.26
2205 · 50 BFMII Travelift Mobile Boat	236,470.74
2215 · 2018 Genie Reach Forklift	90,179.93
2235 · Land Purchase-Kyle Aubin	15,624.00
2250 · OEDD/Restructure Prin Pmts	
IFA/OBDD LOANS	
2256 · IFA/OBDD #520139/Boardwalk	68,282.15
2257 · IFA/OBDD #525172/RV Park Improv	129,994.88
2258 · IFA/OBDD #525176/Green Bldg	295,180.86
2259 · IFA/OBDD #525181/EurekaFishery	195,648.76
	689,106.65
Total IFA/OBDD LOANS	689,106.65
IFA/SPWF LOANS	
2261 · IFA/SPWF L02009/Cold Storage	782,478.92
2264 · IFA/SPWF L98004/Dock Improv	199,799.89
2265 · L02001/Marine Fueling Dock	194,728.32
2266 · X03004/Eureka Fishery Invoice	210,821.97
	1,387,829.10
Total IFA/SPWF LOANS	1,387,829.10
Total 2250 · OEDD/Restructure Prin Pmts	2,076,935.75
Total 2200 · Notes Payable	3,572,246.68
2207 · Accrued interest payable	2,730,127.00
2290 · Less current portion	-377,043.00
	5,925,330.68
Total Long Term Liabilities	5,925,330.68
Total Liabilities	6,841,681.49
Equity	
2900 · Port Equity Account	7,897,913.63
3000 · Opening Bal Equity	198,661.36
	8,096,575.00
3900 · RETAINED EARNINGS	588,437.11
Net Income	484,618.39
	9,169,630.49
Total Equity	9,169,630.49
TOTAL LIABILITIES & EQUITY	16,011,311.98

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

Accrual Basis

July 2018 through June 2019

	Jul '18 - Jun 19	Budget	% of Budget
Ordinary Income/Expense			
Income			
4100 · MARINA/ADMINISTRATION	426,668.93	620,400.00	68.8%
4200 · COMMERCIAL RETAIL	309,718.05	522,700.00	59.3%
4400 · RV PARK	393,089.61	576,349.00	68.2%
4500 · FUEL SALES	337,943.74	458,516.00	73.7%
4600 · BOATYARD	43,261.35	104,437.00	41.4%
4900 · PROPERTY GROUND USE	4,270.00	5,000.00	85.4%
Total Income	1,514,951.68	2,287,402.00	66.2%
Gross Profit	1,514,951.68	2,287,402.00	66.2%
Expense			
5000 · PERSONNEL SERVICES/PAYROLL	267,901.80	655,748.26	40.9%
6001 · ADVERTISING & NOTIFICATIONS	6,779.39	12,169.00	55.7%
6100 · REPAIRS & MAINTENANCE	124,573.12	329,593.29	37.8%
6150 · FUEL purchased for resale	297,353.65	373,543.00	79.6%
6200 · UTILITIES	151,229.70	280,891.00	53.8%
6300 · OFFICE EXPENSE	34,109.50	48,004.00	71.1%
6350 · BANK SERVICE & FINANCE FEES	21,550.17	26,803.95	80.4%
6400 · TRAVEL & ENTERTAINMENT	1,560.03	2,725.00	57.2%
6500 · PERMITS, LICENSES, TAXES & MISC	13,346.26	19,062.95	70.0%
6585 · HARBOR RFPD SERVICE		15,000.00	
6600 · BAD DEBT	17,070.82	6,482.00	263.4%
6800 · INSURANCE; PROP & CAS, BOND	38,037.00	101,299.16	37.5%
6900 · PROFESSIONAL FEES	48,430.02	125,921.00	38.5%
Total Expense	1,021,941.46	1,997,242.61	51.2%
Net Ordinary Income	493,010.22	290,159.39	169.9%
Other Income/Expense			
Other Income			
7000 · PROPERTY TAX	208,410.70	222,504.00	93.7%
7100 · INTEREST & DIVIDENDS INCOME	5,071.60	3,616.24	140.2%
7110 · MISC INCOME	13,713.39	31,384.00	43.7%
7170 · Sale of Assets	300.00	184,000.00	0.2%
7200 · GRANT REVENUES	8,415.98	321,760.86	2.6%
7300 · FEMA REVENUE	3,600.88		
7400 · HMGP-FEMA & GRANTS REVENUE	14,980.00	2,375,958.00	0.6%
Total Other Income	254,492.55	3,139,223.10	8.1%
Other Expense			
7700 · CAPITAL OUTLAYS; GENERAL FUND	17,763.12	32,433.82	54.8%

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

Accrual Basis

July 2018 through June 2019

	<u>Jul '18 - Jun 19</u>	<u>Budget</u>	<u>% of Budget</u>
8100 · FEMA EXPENSES		15,000.00	
8200 · GRANT EXPENSES	28,593.06	330,354.30	8.7%
8300 · HMGP-FEMA & GRANTS EXPENSE	3,901.42	1,844,903.81	0.2%
8400 · DEBT SERVICE FUND	13,424.68	19,333.83	69.4%
8600 · USDA REVENUE BOND	61,084.39	64,390.09	94.9%
Total Other Expense	<u>124,766.67</u>	<u>2,306,415.85</u>	<u>5.4%</u>
Net Other Income	<u>129,725.88</u>	<u>832,807.25</u>	<u>15.6%</u>
Net Income	<u>622,736.10</u>	<u>1,122,966.64</u>	<u>55.5%</u>

**Port of Brookings Harbor
Port Profit & Loss
December 2018**

Accrual Basis

	Dec 18
Ordinary Income/Expense	
Income	
4100 · MARINA/ADMINISTRATION	
4120 · Finance Charges/Income	156.58
4125 · Administrative Fees	125.00
4130 · Boat Launch	875.00
4135 · Storage	4,326.99
4140 · Other Revenue	255.25
4300 · MOORAGE	
4310 · Commercial Slip Rent	9,185.40
4320 · Recreational Slip Rent	19,971.06
4325 · Transient	1,111.92
4340 · Moorage Electric	4,900.22
Total 4300 · MOORAGE	35,168.60
Total 4100 · MARINA/ADMINISTRATION	40,907.42
4200 · COMMERCIAL RETAIL	
4210 · Commercial Retail Lease	41,742.90
4211 · CR/ Electric	56.75
4212 · CR/ Water	90.00
4214 · CR/ Sewer	430.98
4222 · CPI-U	897.50
Total 4200 · COMMERCIAL RETAIL	43,218.13
4400 · RV PARK	
4410 · Space Rental	14,199.00
4450 · Wood Sales	50.00
4470 · Misc Purchases & Sales	20.00
Total 4400 · RV PARK	14,269.00
4500 · FUEL SALES	
4505 · DIESEL	5,459.84
4510 · GAS	689.85
4515 · OTHER FUEL SALES	400.00
Total 4500 · FUEL SALES	6,549.69
4600 · BOATYARD	
4630 · Other Services & Sales	425.00
4635 · Travel Lift Haul Out	451.00
4640 · Labor	150.00
4645 · Telehandler	1,050.00
4655 · Yard Days	82.00
Total 4600 · BOATYARD	2,158.00
Total Income	107,102.24
Gross Profit	107,102.24
Expense	
5000 · PERSONNEL SERVICES/PAYROLL	
5010 · WAGES & SALARIES	
5012 · OFFICE STAFF	
5014 · Salary/Port Manager	6,058.08
5016 · Wages/Port Office	10,608.17
5018 · Wages/RV Park	1,928.16
Total 5012 · OFFICE STAFF	18,594.41

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

Accrual Basis

December 2018

	Dec 18
5020 · OPERATIONS STAFF	
5021 · Wages/Boatyard	2,314.53
5022 · Wages/Comm Retail	619.35
5023 · Wages/Fuel Dock	354.42
5025 · Wages/Marina	5,891.09
5026 · Wages/RV Park	600.54
Total 5020 · OPERATIONS STAFF	9,779.93
5040 · OVERTIME	
5042 · OFFICE/OVERTIME	
5044 · Overtime/Port Office	459.13
5046 · Overtime/RV Park Office	68.90
Total 5042 · OFFICE/OVERTIME	528.03
5050 · OPERATIONS/OVERTIME	
5051 · Overtime/Boatyard	82.58
5055 · Overtime/Marina	60.06
5056 · Overtime/RV Park Operations	29.15
Total 5050 · OPERATIONS/OVERTIME	171.79
Total 5040 · OVERTIME	699.82
Total 5010 · WAGES & SALARIES	29,074.16
5060 · EMPLOYEE COSTS & BENEFITS	
5062 · Sick Leave Benefit	254.48
5064 · Paid Holidays	2,525.60
5068 · Vacation	1,661.40
5070 · Payroll Taxes	3,089.01
5074 · Personal Vehicle Allowance	300.00
5076 · Health Care and Dental	6,068.30
5090 · SEP Retirement	
5092 · Port Manager	635.80
5094 · Office	1,169.44
5096 · Operations	1,577.80
Total 5090 · SEP Retirement	3,383.04
Total 5060 · EMPLOYEE COSTS & BENEF...	17,281.83
Total 5000 · PERSONNEL SERVICES/PAYR...	46,355.99
6001 · ADVERTISING & NOTIFICATIONS	
6004 · Legal Notices	1,465.66
Total 6001 · ADVERTISING & NOTIFICATIONS	1,465.66
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	3,315.12
6115 · Services & Supplies	1,919.69
Total 6100 · REPAIRS & MAINTENANCE	5,234.81
6150 · FUEL purchased for resale	6,569.39
6200 · UTILITIES	
6210 · Telecommunications	929.31
6220 · Electric	7,551.49
6230 · Water	1,750.30
6240 · Sanitary	6,942.92
6250 · Waste Management	5,922.04

**Port of Brookings Harbor
Port Profit & Loss
December 2018**

Accrual Basis

	Dec 18
6260 · Cable TV	498.64
Total 6200 · UTILITIES	23,594.70
6300 · OFFICE EXPENSE	
6315 · Office Services & Supplies	6,083.43
6320 · Leased Equipment(Incl'g copier)	1,917.07
6330 · Dues, Subs & Pubs	265.00
6345 · Postage	507.00
Total 6300 · OFFICE EXPENSE	8,772.50
6350 · BANK SERVICE & FINANCE FEES	
6335 · Merchant Services Fees	1,348.34
6360 · Bank Service Charge/Fees	0.65
Total 6350 · BANK SERVICE & FINANCE FE...	1,348.99
6400 · TRAVEL & ENTERTAINMENT	
6420 · Meals & Other	846.00
Total 6400 · TRAVEL & ENTERTAINMENT	846.00
6500 · PERMITS, LICENSES, TAXES & MISC	
6510 · Conferences/Education/Meetings	3,712.52
6575 · Permits & Licenses	388.00
Total 6500 · PERMITS, LICENSES, TAXES &...	4,100.52
6600 · BAD DEBT	696.50
6900 · PROFESSIONAL FEES	
6935 · Legal	1,778.20
6945 · IT Support/Services	309.00
6955 · Payroll Administration Fee	233.82
Total 6900 · PROFESSIONAL FEES	2,321.02
Total Expense	101,306.08
Net Ordinary Income	5,796.16
Other Income/Expense	
Other Income	
7000 · PROPERTY TAX	
7010 · Previously Levied Tax	33.89
7020 · Current Tax Levy	4,767.78
Total 7000 · PROPERTY TAX	4,801.67
7100 · INTEREST & DIVIDENDS INCOME	1,109.44
7110 · MISC INCOME	
7115 · Coos Curry CO-OP Patronage	11,999.86
7120 · Restitution & Settlements	200.00
Total 7110 · MISC INCOME	12,199.86
Total Other Income	18,110.97
Other Expense	
8200 · GRANT EXPENSES	
8215 · MAP Grant	393.16
Total 8200 · GRANT EXPENSES	393.16
8300 · HMGP-FEMA & GRANTS EXPENSE	
8310 · FEMA - DR4258-OR-7 B 1 Piling	

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

December 2018

Accrual Basis

	<u>Dec 18</u>
8312 · PW319 Engineering/Architectural	2,860.00
8316 · PW319 Labor Expenses	20.14
Total 8310 · FEMA - DR4258-OR-7 B 1 Piling	2,880.14
8300 · HMGP-FEMA & GRANTS EXPENSE - ...	1,120.00
Total 8300 · HMGP-FEMA & GRANTS EXPENSE	4,000.14
8400 · DEBT SERVICE FUND	
8430 · Paid Interest	
8432 · IFA	1.08
8443 · 50 BFMII Travelift Interest	1,101.96
8444 · 2018 Genie Forklift Interest	455.94
Total 8430 · Paid Interest	1,558.98
Total 8400 · DEBT SERVICE FUND	1,558.98
Total Other Expense	5,952.28
Net Other Income	12,158.69
Net Income	17,954.85

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Port of Brookings Harbor
Check Registers

Accrual Basis

December 1, 2018 - December 31, 2018

Type	Date	Num	Name	Memo	Amount
1001 - CASH & CASH EQUIVALENTS					
1002 - General Funds Ckg Umpqua 3634					
Transfer	12/26/2018			Funds Transfer - USCG December Lease Pmt	923.24
Check	12/19/2018	Debit	US Bank Sep- IRA	Employer SEP Contributions Payroll 12/19/18 Confirmation#NMYT-8KD34	-332.90
Bill Pmt -Check	12/05/2018	DEBIT	Pitney Bowes Global Lease	LEASE ACCT#0017098499	-415.41
Bill Pmt -Check	12/19/2018	DEBIT	Carson	CUSTOMER # 7611262 Reference# D-90548-121818	-5,419.42
Check	12/03/2018	DEBIT	Elavon	NOVEMBER 2018 MERCHANT SERVICE FEE ACCT#316	-580.99
Check	12/03/2018	DEBIT	Elavon	NOVEMBER 2018 Merchant Service Fee - acct#873 Ventek	-68.92
Check	12/03/2018	DEBIT	Elavon	NOVEMBER 2018 MERCHANT SERVICE FEE ACCT#902	-570.66
Check	12/03/2018	DEBIT	Elavon	NOVEMBER 2018 MERCHANT SERVICE FEE ACCT#951	-119.10
Check	12/05/2018	DEBIT	TD Ameritrade	Employer Contribution - 12/5/2018 Confirmation:NKS4R-DF57Z	-288.58
Check	12/05/2018	DEBIT	Edward Jones	Employer Contribution - 12/5/2018 Confirmation:NKS4R-DC6VG	-150.72
Check	12/05/2018	DEBIT	Edward Jones	Employer Contribution - 12/5/2018 Confirmation:NKS4R-DDJY9	-127.45
Check	12/05/2018	DEBIT	Edward Jones	Employer Contribution - 12/5/2018 Confirmation:NKS4R-DDP1Q	-189.23
Check	12/05/2018	DEBIT	Edward Jones	Employer Contribution - 12/5/2018 Confirmation:NKS4R-DDSTM	-153.64
Check	12/05/2018	DEBIT	Edward Jones	Employer Contribution - 12/5/2018 Confirmation:NKS4R-DDWZV	-148.34
Check	12/05/2018	DEBIT	Edward Jones	Employer Contribution - 12/5/2018 Confirmation:NKS4R-DF0WP	-264.00
Check	12/14/2018	DEBIT	ADP	Advice of Debit #525616125 PAYROLL 12/05/18	-116.91
Check	12/19/2018	DEBIT	Edward Jones	Employer Contribution - 12/19/2018 Confirmation:NM5YT-8H7X7	-149.77
Check	12/19/2018	DEBIT	Edward Jones	Employer Contribution - 12/19/2018 Confirmation:NM5YT-8JHS0	-125.54
Check	12/19/2018	DEBIT	Edward Jones	Employer Contribution - 12/19/2018 Confirmation:NM5YT-8JM40	-213.28
Check	12/19/2018	DEBIT	Edward Jones	Employer Contribution - 12/19/2018 Confirmation:NM5YT-8JR8K	-140.39
Check	12/19/2018	DEBIT	Edward Jones	Employer Contribution - 12/19/2018 Confirmation:NM5YT-8JXN6	-143.70
Check	12/19/2018	DEBIT	Edward Jones	Employer Contribution - 12/19/2018 Confirmation:NM5YT-8K4JV	-264.00
Check	12/19/2018	DEBIT	TD Ameritrade	Employer Contribution - 12/19/2018 Confirmation:NM5YT-8K82J	-175.17
Bill Pmt -Check	12/20/2018	DEBIT	My Parking Permit	2018 Parking Permits - PayPal Transaction ID: 2RH86768C7341181D	-588.15
Bill Pmt -Check	12/20/2018	DEBIT	Wayfair LLC	Podiums, Conference Table & Table Skirt for Mlgs -PayPal Transaction ID: 3TT25515...	-2,803.75
Check	12/28/2018	DEBIT	ADP	Advice of Debit #526571403 PAYROLL 12/19/18	-116.91
Check	12/05/2018	EFT	Capital Projects Fund	Stadelman Electric invoice#18566 - Repairs to Fuel Dock	-1,231.42
Check	12/17/2018	EFT	Capital Projects Fund	EMC Invoice#91009-1843	-2,860.00
Check	12/26/2018	EFT	Capital Projects Fund	EMC Invoice#91009-1844 Pre-Planning for NHMP & Business Plan Capt. Proj..	-1,120.00
General Journal	12/05/2018	DEBIT 12/5		To transfer to Debt Service Fund LGIP for Travellift Pmt	-4,659.00
General Journal	12/05/2018	DEBT 12/5		To transfer to Debt Service Fund LGIP for Telehandler Pmt	-1,464.71
General Journal	12/05/2018	IFA 12/5		To transfer to Debt Service funds for 4TH QTR IFA 2018 Pmt	-4,808.00
General Journal	12/05/2018	PAY 12/5		Rec 12/5/2018 payroll	-13,450.49
General Journal	12/05/2018	TAX 12/5		Rec 12/5/2018 payroll Taxes	-5,431.13
General Journal	12/05/2018	USDA 12/5		To transfer to USDA Revenue Bond - savings for November 2019 pmt	-2,503.00
General Journal	12/11/2018	IFA 12/10		To transfer to Debt Service funds for 4TH QTR IFA 2018 Pmt	-4,808.00
General Journal	12/11/2018	USDA 12/11		To transfer to USDA Revenue Bond - savings for November 2019 pmt	-2,503.00
General Journal	12/18/2018	IFA 12/18		To transfer to Debt Service funds for 1ST QTR IFA 2019 Pmt	-4,808.00
General Journal	12/18/2018	USDA 12/18		To transfer to USDA Revenue Bond - savings for November 2019 pmt	-2,503.00
General Journal	12/19/2018	PAY 12/19		Rec 12/19/2018 payroll	-12,960.47
General Journal	12/19/2018	TAX 12/19		Rec 12/19/2018 payroll Taxes	-5,082.70
General Journal	12/27/2018	IFA 12/27		To transfer to Debt Service funds for 1ST QTR IFA 2019 Pmt	-4,808.00
General Journal	12/27/2018	IFA 12/27		To transfer to Debt Service funds for 80% Net Proceeds from sale of EQ#3709 Golf Cart	-240.00
General Journal	12/27/2018	USDA 12/27		To transfer to USDA Revenue Bond - savings for November 2019 pmt	-2,503.00
Bill Pmt -Check	12/17/2018	8983-DEBIT	Carson	CUSTOMER # 76-0011282 Reference # D-90283-121418	-19,088.16
Check	12/05/2018	8978	US Bank Sep- IRA	Employer SEP Contributions Payroll 12/5/18 - Gary Dehlinger	-332.90
Bill Pmt -Check	12/05/2018	8977	Cos-Curry Electric Cooperative, Inc.	ACCT # 67801	-7,541.78
Bill Pmt -Check	12/05/2018	8978	Gowman Electric, Inc.		-195.00
Bill Pmt -Check	12/05/2018	8979	John Kellum/John's Portable Welding	Looked at EQ#3708 RV Park Golf Cart for repair	-75.00
Bill Pmt -Check	12/05/2018	8980	Ken's Ace Hardware Inc	Customer#56	-1,077.29
Bill Pmt -Check	12/05/2018	8981	McLennan Excavation	GRADE RING FOR SEWER EXTENSION	-150.00
Bill Pmt -Check	12/05/2018	8982	Oregon Dept of Revenue	BIN 0294055-3	-388.00
Bill Pmt -Check	12/05/2018	8983	Pacific Coast Congress of HM & PM	ANNUAL MEMBERSHIP DUES 2019	-295.00
Bill Pmt -Check	12/05/2018	8984	South Coast Knight Security	Patrol for NOVEMBER 2018	-2,000.00
Bill Pmt -Check	12/05/2018	8985	Harbor Sanitary District	November 2018 Sanitary Bill	-3,580.92
Bill Pmt -Check	12/05/2018	8986	Eureka Oxygen Co.	NOVEMBER 2018 Monthly Cylinder Rental	-152.30
Bill Pmt -Check	12/05/2018	8987	Absolute Golf Carts	VOID Repair to RV Park Golf Cart	
Bill Pmt -Check	12/17/2018	8988	BI-MART	Account #931481	-34.40
Bill Pmt -Check	12/17/2018	8989	Computer Fusion	Computer for Port Manager and Install	-608.00
Bill Pmt -Check	12/17/2018	8990	Curry Transfer & Recycling	Account #2040-2434-001	-5,327.04
Bill Pmt -Check	12/17/2018	8991	Fastenal Industrial Supplies	Customer No.ORBRK0013	-52.73
Bill Pmt -Check	12/17/2018	8992	Gowman Electric, Inc.		-212.50
Bill Pmt -Check	12/17/2018	8993	Harbor Water District P.U.D.	10/20-11/20 SERVICE/WATER BILL	-1,750.30
Bill Pmt -Check	12/17/2018	8994	Les Schwab Tire Center	ACCT#24804872	-153.05
Bill Pmt -Check	12/17/2018	8995	Quill Corporation	ACCT#1932158	-681.86
Bill Pmt -Check	12/17/2018	8996	Roto Rooter	2940-522445-001	-595.00
Bill Pmt -Check	12/17/2018	8997	Spec Dist Assoc of OR- Healthcare	Customer # 03-0016414	-6,068.30
Bill Pmt -Check	12/17/2018	8998	Uline	15340135	-818.40
Bill Pmt -Check	12/17/2018	8999	Western Communications	ACCT# 816180	-282.51
Bill Pmt -Check	12/17/2018	9000	Xerox Capital Services, LLC		-899.66
Bill Pmt -Check	12/19/2018	9001	Curry County Clerk	Filing Fee for Ordinance No. 22	-10.00
Check	12/19/2018	9002	Rogue Credit Union	ACCT# 308-89 Payment on account	-6,500.00
Bill Pmt -Check	12/21/2018	9003	Black & Rice LLP	November LEGAL ASSISTANCE - RICE	-1,778.20
Bill Pmt -Check	12/21/2018	9004	Lease Finance Partners	LEASE#00040031070	-602.00
Bill Pmt -Check	12/27/2018	9005	5-R Excavation, LLC	11/28/18-Installed 2 double check valve. 1.5 hrs	-250.00
Bill Pmt -Check	12/27/2018	9006	Quill Corporation	ACCT#1932158	-135.74
Bill Pmt -Check	12/27/2018	9007	Rogue Credit Union	ACCT #308-89 CARD#8593	-2,547.01
Total 1002 - General Funds Ckg Umpqua 3634					-155,008.60
1005 - General Fund LGIP 6017					
Check	12/03/2018	debit-12-3		LGIP Fees for November 2018	-0.65
General Journal	12/27/2018	IFA 12/27		To transfer to Debt Service funds for 20% Net Proceeds from sale of EQ#3709 Golf Cart	-60.00
Total 1005 - General Fund LGIP 6017					-60.65
1001 - CASH & CASH EQUIVALENTS - Other					
Total 1001 - CASH & CASH EQUIVALENTS - Other					
Total 1001 - CASH & CASH EQUIVALENTS					-155,069.25
1008 - Cash on Hand/Petty Cash					

Port of Brookings Harbor
Check Registers

Accrual Basis

December 1, 2018 - December 31, 2018

Type	Date	Num	Name	Memo	Amount
1005 - Office/Financial Officer					
Total 1005 - Office/Financial Officer					
Total 1005 - Cash on Hand/Petty Cash					
1020 - RESTRICTED - CASH/EQUIVALENTS					
1022 - USDA BOND Umpqua MM 9529					
Total 1022 - USDA BOND Umpqua MM 9529					
1024 - Capital Projects Umpqua 8018					
Transfer	12/28/2018			Funds Transfer - USCG December Lease Pmt	-823.24
Bill Pmt -Check	12/05/2018	204	Stadelman Electric, Inc.	Emergency Repairs to the Fuel Dock 10/31/2018, 11/5/2018, 11/7/2018 Due to failing s...	-1,231.42
Bill Pmt -Check	12/17/2018	205	EMC-Engineers/Scientists, LLC	Kick Off Mtg with HMGP FEMA, Review of award letter & Risk Assessment	-2,860.00
Bill Pmt -Check	12/21/2018	208	EMC-Engineers/Scientists, LLC	Invoices#91009-1844 Pre-Planning for NHMP & Business Plan	-1,120.00
Total 1024 - Capital Projects Umpqua 8018					
-8,134.68					
1025 - Debt Service Umpqua MM 8627					
TELEHANDLER					
Check	12/17/2018	DEBIT	Umpqua Bank/Loan#747041820	Genie Reach Forklift Loan#747041820 Payment #10	-1,464.71
General Journal	12/05/2018	DEBT 12/5		To transfer to Debt Service Fund LGIP for Telehandler Pmt	1,464.71
Total TELEHANDLER					
TRAVEL LIFT					
Check	12/24/2018	DEBIT	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #28 - 50 BFMI Travelift	-4,659.00
General Journal	12/05/2018	DEBT 12/5		To transfer to Debt Service Fund LGIP for Travelift Pmt	4,659.00
Total TRAVEL LIFT					
1028.1 - IFA LOAN SAVINGS					
Total 1028.1 - IFA LOAN SAVINGS					
1028 - Debt Service Umpqua MM 8627 - Other					
General Journal	12/27/2018	IFA 12/27		To transfer to Debt Service funds for 80% Net Proceeds from sale of EQ#3709 Golf Cart	240.00
Bill Pmt -Check	12/28/2018	1016	Infrastructure Finance Authority	80% Net Proceeds from disposal of EQ#3709 Golf Cart 11/30/2018	-240.00
Total 1028 - Debt Service Umpqua MM 8627 - Other					
Total 1028 - Debt Service Umpqua MM 8627					
1030 - Oregon State Treasury LGIP					
1032 - USDA Bond Fund LGIP 6021					
General Journal	12/05/2018	USDA 12/5		To transfer to USDA Revenue Bond - savings for November 2019 pmt	2,503.00
General Journal	12/11/2018	USDA 12/11		To transfer to USDA Revenue Bond - savings for November 2019 pmt	2,503.00
General Journal	12/18/2018	USDA 12/18		To transfer to USDA Revenue Bond - savings for November 2019 pmt	2,503.00
General Journal	12/27/2018	USDA 12/27		To transfer to USDA Revenue Bond - savings for November 2019 pmt	2,503.00
Total 1032 - USDA Bond Fund LGIP 6021					
10,012.00					
1034 - Capital Projects Fund LGIP 6019					
Total 1034 - Capital Projects Fund LGIP 6019					
1036 - Reserve Fund LGIP 6018					
General Journal	12/27/2018	IFA 12/27		To transfer to Debt Service funds for 20% Net Proceeds from sale of EQ#3709 Golf Cart	80.00
Total 1036 - Reserve Fund LGIP 6018					
80.00					
1038 - IFA Debt Service Fund LGIP 6020					
IFA LOAN					
Total IFA LOAN					
1038 - IFA Debt Service Fund LGIP 6020 - Other					
General Journal	12/05/2018	IFA 12/5		To transfer to Debt Service funds for 4TH QTR IFA 2018 Pmt	4,808.00
General Journal	12/11/2018	IFA 12/10		To transfer to Debt Service funds for 4TH QTR IFA 2018 Pmt	4,808.00
General Journal	12/18/2018	IFA 12/18		To transfer to Debt Service funds for 1ST QTR IFA 2019 Pmt	4,808.00
General Journal	12/27/2018	IFA 12/27		To transfer to Debt Service funds for 1ST QTR IFA 2019 Pmt	4,808.00
Bill Pmt -Check	12/19/2018	2784246	Infrastructure Finance Authority		-82,500.00
Total 1038 - IFA Debt Service Fund LGIP 6020 - Other					
-43,268.00					
Total 1038 - IFA Debt Service Fund LGIP 6020					
-43,268.00					
Total 1030 - Oregon State Treasury LGIP					
-33,196.00					
Total 1020 - RESTRICTED - CASH/EQUIVALENTS					
-39,330.66					
TOTAL					
-194,399.91					



GENERAL MANAGER MONTHLY REPORT

Date: January 15, 2019
Period: December 2018
To: Board of Commissioners
Issued By: Gary Dehlinger, General Manager

Safety & Security

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

South Coast Knight Security and Port issued 20 parking violations, 5 no camping, 3 unhitched trailers, removed 5 unauthorized visitors, 1 act of vandalism, 1 theft, 3 maintenance issues on Port properties. Attached is a Security Log for your review.

Port Office

Re-organized filing cabinets and ordered more to have enough space to file Port documents. Document filing and recordkeeping will continue to be a high priority.

Had 20 plus meetings with various organizations, tenants, moorage holders and volunteers during December. Green Building advertisement began December 22.

Removed countertop, sink and drawers to create more office space.

FEMA / Natural Hazard Mitigation Plan

Oregon Military Department, Office of Emergency Management (OEM) Agreement was signed by both parties for the Basin 1 Piling Project.

Basin 1 Piling Project continued to obtain materials (piles and piling hoops), all regulatory permits and concurrence information were submitted.

Quarterly Report No. 1 for 4258-DR-OR PW319 Basin 1 Piling Project along with contractors and engineers contracts were submitted to FEMA.

Pre-Disaster Mitigation (PDM) meeting is planned in either February or March for upcoming Port projects.

Port Operations

Construction practices, deferred maintenance and lack of funds are creating alarming situation. Year and half ago, I conducted inspections on our docks and found over 900 items for repair. When I returned, I asked our Harbormaster to conduct inspections on the docks. I also requested SDAO Risk Management for a site survey as soon as possible. SDAO has schedule January 2019 for the next site survey. January 2017 was the last time SDAO conducted a site survey. I will be asking this Board to review the new list of repair items once all the documents are compiled.

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
1	12/03/18	SCKS	Overnight Parking	Main Parking Lot	YTK064	
2	12/04/18	SCKS	Overnight Parking	RV Park	74541L1	
3	12/04/18	SCKS	Overnight Parking	Kite Field	YSA120	Belongs to Dock J-13
4	12/05/18	SCKS	Overnight Parking	Main Parking Lot	36AKOA	
5	12/05/18	SCKS	Overnight Parking	Main Parking Lot	386JVQ	3rd Violation
6	12/05/18	POBH	Parking Violation	Commercial Boat Basin	AAZ7254	Liquid leaking from motorhome
7	12/05/18	POBH	Unhitched Trailer	Commercial Boat Basin	No number	
8	12/05/18	POBH	Parking Violation	Commercial Boat Basin	993KBB	
9	12/06/18	SCKS	No Camping	Commercial Boat Basin	247EEX	
10	12/07/18	SCKS	Overnight Parking	RV Park	138EDJ	
11	12/08/18	SCKS	Overnight Parking	RV Park	945HXW	
12	12/09/18	SCKS	Maintenance	Retail Area		Light pole - burnt out light
13	12/09/18	POBH	Theft	Main Parking Lot		Fuel stolen from Port vehicle(s)
14	12/11/18	SCKS	Overnight Parking	Commercial Boat Basin	AAZ7254	1AM
15	12/11/18	SCKS	Overnight Parking	Commercial Boat Basin	AAZ7254	3:45AM
16	12/12/18	SCKS	No Camping	Kite Field	YSA120	Dock J-13
17	12/12/18	SCKS	Overnight Parking	Main Parking Lot	335DEZ	
18	12/12/18	SCKS	Overnight Parking	Main Parking Lot	57343RP	Making delivery to BC Fisheries
19	12/12/18	SCKS	Unauthorized Visitor	Main Retail Restroom		Camping in men's restroom
20	12/14/18	SCKS	Maintenance	RV Park		Damaged fence at Space 32
21	12/15/18	SCKS	No Camping	RV Park	789KYR	
22	12/17/18	POBH	Unauthorized Visitor	Main Retail		Panhandler
23	12/17/18	POBH	Vandalism	Port Office		Damage to outdoor light fixture
24	12/19/18	SCKS	Overnight Parking	RV Park	880KTT	
25	12/19/18	SCKS	No Camping	RV Park	247EEX	
26	12/19/18	SCKS	Overnight Parking	Kite Field	SBL163	
27	12/19/18	SCKS	Overnight Parking	Commercial Boat Basin	563JLB	
28	12/19/18	POBH	Unauthorized Visitor	Basin 2 D-15		POBH received report of potential theft, visitor was determined to be permitted on vessel
29	12/20/18	SCKS	Overnight Parking	Commercial Boat Basin	318LAE	
30	12/20/18	POBH	Unhitched Trailer	Main Parking Lot	793JYF	
31	12/21/18	SCKS	Overnight Parking	RV Park	365JHB	
32	12/21/18	SCKS	Overnight Parking	RV Park	379GNQ	
33	12/26/18	SCKS	No Camping	Kite Field	WPF550	
34	12/26/18	SCKS	Unhitched Trailer	Main Parking Lot	793JYF	
35	12/27/18	SCKS	Overnight Parking	Kite Field	3KFN572	

36	12/28/18	SCKS	Maintenance	RV Park		Toilet handle in men's restroom broken water running
37	12/30/18	SCKS	Unauthorized Visitor	RV Park	8R52186	Truck parked in RV space refusing to leave
38	12/31/18	POBH	Unauthorized Visitor	Basin 2 D-15		POBH received report of potential theft, visitor was determined to be permitted on vessel



HARBORMASTER MONTHLY REPORT

Date: January 15, 2019
Period: December 2018
To: Gary Dehlinger, General Manager
Issued By: Travis Webster, Harbormaster

Operations

- RV Park**

RV park suffered over topping from storms that occurred in the month of December, causing debris in the parking lot, drive areas, and minor damage to fences. These damages have been fixed and cleaned up. Throughout the winter months we expect more storms and high seas that will lead to more sand and debris in the parking lot. We will continue to clear roads as this happens and plan for a more in-depth cleaning in the spring.

Occupancy by Month & Year

December	2017	2018	Change	YTD 2017	YTD 2018	Change
RV Park	10.89%	9.35%	1.54%	28.59%	33.25%	4.66%

- Marina**

Basin 1 dock inspections have been completed. The inspections that were done showed that there are numerous maintenance issues that have led to the closure of portions of C & D dock, and now all of F and G docks. Work orders will be put in place to re-open C, D, F and G after new pilings have been installed.

Basin 2 dock inspections have been completed that has also shown severe signs of wear and tear. C dock at the south end of basin 2 remains closed due to docks hitting bottom and unsafe walkways. Other closures include one finger on N dock (N-3&5) and one finger closure on O dock. (O 11&13) All the vessels on the fingers were relocated within the Basin.

Max Capacity – 505 slips

Slips Closed – 128 slips

Available Slips – 377 slips

Moorage Renewals by Month

Total Moorage Rentals

December	2017	2018	Change	YTD 2017	YTD 2018	Change
Basin 1	7	9	2	783	1007	244
Basin 2	11	11	0			
Transient	3	4	1	155	239	84

Boat Launches Paid through Launch Machine

Boat Launch	11	113	102	1870	2418	548
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- **Gear & Boat/Trailer Storage**

Crab season has been put off until January. Some local boats went North to begin their season. Other local boats have started putting pots on their vessels, in hope for a mid- January start. Roads throughout gear area have numerous pot holes and drainage issues. The Port will smooth roads again before the season.

- **Commercial Receiving Docks**

Receiving dock inspections have been completed. These inspections showed that 3 out of 5 docks are still showing signs of failing support structures, dock surface, and lack of drainage. BC dock is still inspected daily for any loose or flaking epoxy. Work orders are being issued for small repairs on and around the dock areas. Some thefts and vandalism have been reported in the receiving dock area as well as in gear storage spots. Port manager has ideas of limiting access to these areas.

- **Boat Yard**

Boat yard and forklift work has been slow through the month of December. Forklift work included removing shrimp and drag gear from the larger commercial fleet. We expect more work shortly after the fleet has dropped pots, putting in crab tanks and other gear necessary for the season. We hope that the season runs smoothly, but in the event that vessels needs hauled out our boat yard and Travelift are ready.

Billable Services Performed this Month and Boat Yard Inventory

Description	Hours	Quantity	Working	Abandon
Reachlift (Forklift)	11.75	6		
Travel Lift Haul Ins-Outs		2		
Vessels in Boat Yard			1	8

- **Maintenance Crew**

Maintenance crew completed 52 work orders. Please see attached log for descriptions.

- Kite field bathroom has new paint and epoxy floors. See attached photos of completed work.
- The crew is also starting the east commercial bathrooms and prepping for new paint and floors.
- The Port meeting room is nearing completion. Port staff contributed to that project by demoing walls, replacing ceiling tiles, and painting. Electrical and drywall were subbed out, following Port procurement process.



Men's Kite Field Restroom



RV Park waves crashing over the seawall.

WORK ORDERS LOG
Port Of Brookings Harbor

	Date	Location	Description of Work	Corrective Action	Date Completed	Completed By
1	12/3/18	Transient Dock	Metal sticking out of dock	Fixed	12/6/18	Shawn & Sean
2	12/3/18	RV Park	Change wifi password	Done	12/3/18	Brent
3	12/4/18	Marina	Wood debri in water / on docks	Cleaned up debri	12/4/18	Shawn & Sean
4	12/4/18	Marina	Nuts that hold rub deals loose	Tightened	12/4/18	Shawn & Sean
5	12/4/18	Fuel Dock	Oil booms around fuel dock	Done	12/5/18	Shawn & Sean
6	12/4/18	Transient Dock	Dock bolt sticking out	Fixed	12/5/18	Shawn & Sean
7	12/4/18	Dock H. I and J	Screw down triangle tops	Done	12/4/18	Shawn & Sean
8	12/4/18	RV Park site 77	Electric power keeps tripping	Needs GFCI, called Gowman	12/21/18	Brent
9	12/4/18	Ramp C-H, Basin 2	Replace main waterline	Cleaned, preped, waiting for leak	12/13/18	Brent
10	12/5/18	Basin 2, E 13	Loose cleat	Replaced with new cleat	12/7/18	Shawn
11	12/6/18	RV Park Woodshed	Door doesn't close properly	Door adjusted	12/7/18	Shawn
12	12/7/18	RV Park Site 33	Front panel open on electric box	Resecured cover of box	12/10/18	Brent
13	12/7/18	Slip SC 21	Cleat on main dock	Done	12/8/18	Shawn
14	12/7/18	Basin 1, F 31	Broken ropes / Emergency retie	Boat retied with new rope	12/7/18	Shawn
15	12/7/18	Boat launch bathroom	Missing door stops	Replaced door stops	12/7/18	Shawn
16	12/10/18	RV Park	Move picnic tables	Moved to appropriate locations	12/21/18	Shawn
17	12/10/18	Transient Dock	Electric pedestal is dislocated	Added fasteners secured to base	12/10/18	Brent
18	12/11/18	RV Park Bathroom	Change door locks	Installed new locks	12/11/18	Brent
19	12/11/18	RV Park Bathroom	Door handles don't latch	Installed new handles	12/11/18	Brent
20	12/12/18	Basin 1, A 23	Needs new cleat	New cleat installed, boat retied	12/13/18	Sean
21	12/13/18	Retail Boardwalk Area	Light out	Replaced bulb on light pole	12/14/18	Brent
22	12/13/18	Boat launch bathroom	Men's room door stop broken	Repaired door stop	12/13/18	Brent
23	12/14/18	Basin 2, N 1-3	Cleat torn off dock at N2-3	Repaired cleat	12/14/18	Brent
24	12/14/18	Basin 2, Q9	Electric power keeps tripping	Assessed, called Gowman	12/21/18	Brent
25	12/14/18	RV Park, Site 32	Fence fell down	Resecured fence	12/16/18	Sean
26	12/17/18	B dock	Bolts are loose	Replaced 2 bolts, tightened	12/17/18	Travis, Brent and Gary
27	12/17/18	RV Park	Raise clean-outs	Raised 68-72,77,81,88 and 92	12/18/18	Brent
28	12/18/18	Basin 2, Slip O 20	Retie rope	Boat was Secured	12/18/18	Sean & Shawn
29	12/18/18	Basin 2, FV Nite Cap	Move from N3 to N13	Moved	12/21/18	Travis
30	12/18/18	Basin 2, FV Thor	Move from N5 to O13	Moved	12/21/18	Travis
31	12/20/18	-	Clean oil dump	Cleaned	12/21/18	Shawn
32	12/20/18	Basin 1, Slip B 19	Low water pressure	Temporarily repaired	12/28/18	Sean
33	12/20/18	RV Park Jetty	Install "Dog Clean Up" dispenser	Installed	12/22/18	Shawn
34	12/20/18	RV Park, Site 72	Electric not working properly	Tested full power, no repair	12/28/18	Brent
35	12/21/18	Basin 1, Q 8	Electrical pedistal damage	Called Gowman for repair	12/21/18	Brent
36	12/24/18	Basin 1	Life Rings need to be secured	Secured	12/24/18	Brent
37	12/24/18	Basin 1 G Dock	Barricade is down, dock moving	Fixed cones / Danger tape	12/24/18	Brent
38	12/24/18	Basin 1	Life Rings are loose on dock	Secured Life Ring cabinet	12/24/18	Brent
39	12/24/18	Fuel Tanks	Active alarm	Pulled sensor, up to high	12/28/18	Brent
40	12/26/18	RV Park, Site 95	Needs a new cable connector	Connector changed/installed	12/28/18	Brent
41	12/26/18	Basin 1	Electric Meter not working	Called Gowman for repair	12/28/18	Brent
42	12/27/18	Kite Field Bathroom	Toilet in men's room backed up	Removed plastic from toilet	12/27/18	Brent
43	12/28 & 12/29	Kite Field Bathroom	Toilet in men's room backed up	Cleaned auger	12/29/18	Brent
44	12/27/18	Port Office	Install a payment drop box	Installed	12/27/18	Brent
45	12/27/18	-	Fix Junction box	Affixed plate to box for seal	12/28/18	Brent
46	12/27/18	RV Park Woodshed	Racoons getting into shed	Added retainer to door latch	12/28/18	Brent
47	12/28/18	RV Park Men's Bathroom	Toilet handle broken	Reatched handle latch	12/28/18	Travis
48	12/28/18	Pacific Ocean Harvester	Replace outside vents	Vents replaced	12/29/18	Shawn
49	12/28/18	RV Park	Large pot-hole, north end	Pot-hole filled	12/29/18	Shawn
50	12/28/18	Retail Restroom	Broken P-Trap	Replaced with new trap	12/28/18	Brent
51	12/30/18	Retail Sewer	Underwear stuck in pumps	Pulled and cleaned pumps	12/30/18	Brent & Travis
52	12/30/18	Pacific Ocean Harvester	Roof leak	Caulked sign bracing holes	12/30/18	Travis

ACTION ITEM - A

DATE: January 15, 2018
RE: Appointment of Registered Agent
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port of Brookings Harbor is a special district and per ORS 198.340, the district shall designate a registered office and a registered agent. Current information is outdated.
- Port Resolution No. 227, Appointment of Registered Agent approved September 20, 1993 was the last resolution formally updating Registered Office and Registered Agent.
- 2005 Port Audit referenced Russ Crabtree resigned May 24, 2005 and Dave Scott the Registered Agent and Registered Office 16408 Lower Harbor Road. 2008 Port Audit referenced Richard Drehobl as the Registered Agent and Registered Office PO Box 848. 2009 Port Audit referenced Ted Fitzgerald as the Registered Agent and Registered Office PO Box 848.
- Authorization by resolution is needed to change registered agent or registered office.

DOCUMENTS

- 2017 ORS 198.340 Designation of registered office and agent, 1 page.
- Required: Secretary of State, Archives Division, Notice of Designation of Special District Registered Office and Registered Agent, Draft 1 page.
- Required: POHB Resolution No. 501 Appointment of Registered Agent, Draft 1 page
- Resolution No. 227 Appointment of Registered Agent, 1 page.
- 2005 Port Audit of Elected Board of Commissioners and Appointed Officials, 1 page.
- 2008 Port Audit of Elected Board of Commissioners and Appointed Officials, 2 pages.
- 2009 Port Audit of Elected Board of Commissioners and Appointed Officials, 2 pages.

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve and adopt Resolution No. 501, Appointment of Registered Agent, Registered Office as 16330 Lower Harbor Road, P.O. Box 848, Brookings, Oregon 97415 and Gary Dehlinger as the Registered Agent for the Port of Brookings Harbor.

2017 ORS 198.340¹

Designation of registered office and agent

- (1) A special district shall designate a registered office and a registered agent. The registered agent shall be an agent of the district upon whom any process, notice or demand required or permitted by law to be served upon the district may be served. A registered agent shall be an individual resident of this state whose address is identical with the registered office of the district. The registered office may be, but need not be, the same as the place of business of the special district.
- (2) The district may change its registered office or change its registered agent, or both, upon filing in the office of the Secretary of State and county clerk of each county in which located a statement setting forth:
 - (a) The name of the district.
 - (b) If the address of its registered office is changed, the address to which the registered office is to be changed.
 - (c) If its registered agent is changed, the name of its successor registered agent.
 - (d) That the address of its registered office and the address of the business office of its registered agent, as changed, will be identical.
 - (e) That such change was authorized by resolution duly adopted by the district board.
- (3) The statement shall be subscribed and sworn to by the secretary, financial officer or chairperson of the district board. [1971 c.267 §7]

¹ Legislative Counsel Committee, *CHAPTER 198—Special Districts Generally*, https://www.oregonlegislature.gov/bills_laws/ors/ors198.html (2017) (last accessed Mar. 30, 2018).

DRAFT

NOTICE OF DESIGNATION
OF SPECIAL DISTRICT
REGISTERED OFFICE AND REGISTERED AGENT

I, Roy A. Davis, Chairman of the Board of this district, a municipal corporation, organized under the provisions of ORS Chapter 198, certify that:

- 1. Pursuant to a resolution of the District Board, duly adopted, the registered office of the district is:

16330 Lower Harbor Road
P.O. Box 848, Brookings, Oregon 97415.

- 2. The registered agent in Oregon at such registered office is:

Gary Dehlinger

IN WITNESS WHEREOF, this district has caused this instrument to be executed in its name by the Chairman of the Board of the District this _____ day of _____, 2018.

Port of Brookings Harbor

By: _____, Chairman of the Board

STATE OF OREGON)
) ss.
County of Curry)

Signed before me on _____ by Roy A. Davis, Chairman of the Board.

Notary Public – Oregon
My Commission Expires: _____

INSTRUCTIONS: A new form must be filed each time a change is made in either the registered agent or the registered office. There is no fee for filing this form. Please send the form to:

Secretary of State
Archives Division
800 Summer St. NE
Salem, OR 97310

DRAFT

PORT OF BROOKINGS HARBOR
CURRY COUNTY, OREGON

RESOLUTION NO. 501

APPOINTMENT OF REGISTERED AGENT

WHEREAS, the previously appointed Registered Agent for the Port of Brookings Harbor, Ted Fitzgerald, former Port Manager, and

WHEREAS, ORS 198.340 required that a Registered Office and Registered Agent be designated by the Port of Brookings Harbor; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1) The Registered Office is the Port Office with address as follows:

Port of Brookings Harbor
16330 Lower Harbor Road
Post Office Box 848
Brookings, Oregon 97415

- 2) The Registered Agent is the Port Manager, Gary Dehlinger.

APPROVED and ADOPTED, and made effective the same day, by the Board of Commissioners of the Port of Brookings Harbor and made effective this ____ day of January, 2019.

ATTEST:

President, Board of Commissioners

Board of Commissioners

34

PORT OF BROOKINGS HARBOR
CURRY COUNTY, OREGON

RESOLUTION NO. 227

APPOINTMENT OF REGISTERED AGENT

WHEREAS, the previously appointed Registered Agent for the Port of Brookings Harbor, Richard O. Miller, who is retired, and

WHEREAS, ORS 198.340 requires that a Registered Office and Registered Agent be designated by the Port of Brookings Harbor;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

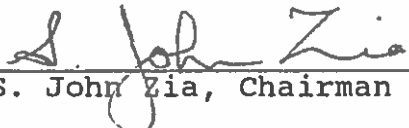
- (1) The Registered Office is the Port Office with address as follows:

Port of Brookings Harbor
Post Office Box 848
Brookings, Oregon 97415
Telephone Number: (503) 469-2218

- (2) The Registered Agent is the Port Manager, Russ Crabtree.

DATED this 20th day of September, 1993.

PORT OF BROOKINGS HARBOR
BOARD OF COMMISSIONERS



S. John Zia, Chairman

ATTEST:



Ed Gray, Secretary

PORT OF BROOKINGS HARBOR, OREGON

Year Ended June 30, 2005

ELECTED BOARD OF COMMISSIONERS
AND APPOINTED OFFICIALS

S. John Zia
97848 Titus Lane
Brookings, Oregon 97415

Chair

Norma H. Fitzgerald
P.O. Box 1350
Brookings, Oregon 97415

Vice-Chair

Kenneth L. Byrtus
P.O. Box 2187
Harbor, Oregon 97415

Secretary/Treasurer

Lloyd D. Whaley
P.O. Box 310
Brookings, Oregon 97415

Commissioner

Edmund G. Gray
95907 Cape Drive
Brookings, Oregon 97415

Commissioner

ADMINISTRATION

Russ Crabtree, resigned May 24, 2005
16408 Lower Harbor Road
Brookings, Oregon 97415

General Manager

Dave Scott
16408 Lower Harbor Road
Brookings, Oregon 97415

Interim General Manager

LEGAL COUNSEL

Christopher Keusink, resigned May 24, 2005
517 Chetco Avenue
Brookings, Oregon 97415

REGISTERED AGENT

Dave Scott
16408 Lower Harbor Road
Brookings, Oregon 97415

**PORT OF BROOKINGS HARBOR
OREGON**

AUDIT REPORT

as of

JUNE 30, 2008

Prepared By
SIGNE GRIMSTAD
Certified Public Accountant
530 NW 3rd, Suite E
P.O. Box 1930
Newport, Oregon

**PORT OF BROOKINGS HARBOR
OREGON**

BOARD OF COMMISSIONERS

Chair

Sue Gold
95730 House Rock Road
Brookings, OR 97415

Vice-Chair

Ted Freeman
PO Box 4074
Brookings, OR 97415

Secretary/Treasurer

Jim Relaford
PO Box 7769
Brookings, OR 97415

Commissioner

Kathy Lindley
98373 North Bank Chetco Rvr. Rd.
Brookings, OR 97415

Commissioner

Roy Davis
PO Box 2679
Brookings, OR 97415

ADMINISTRATION

Executive Manager

Richard J. Drehobl
PO Box 848
Brookings, OR 97451

Legal Counsel

James Stebbins
PO Box 1006
North Bend, OR 97459

REGISTERED AGENT

Richard J. Drehobl
PO Box 848
Brookings, OR 97451

**PORT OF BROOKINGS HARBOR
OREGON**

AUDIT REPORT

as of

JUNE 30, 2009

Prepared By
SIGNE GRIMSTAD
Certified Public Accountant
530 NW 3rd, Suite E
P.O. Box 1930
Newport, Oregon

**PORT OF BROOKINGS HARBOR
OREGON**

BOARD OF COMMISSIONERS

Chair	Roy Davis PO Box 2679 Brookings, OR 97415
Vice-Chair	Ted Freeman PO Box 4074 Brookings, OR 97415
Secretary/Treasurer	Jim Relaford PO Box 7769 Brookings, OR 97415
Commissioner	Kathy Lindley Hall 98373 North Bank Chetco Rvr. Rd. Brookings, OR 97415
Commissioner	Sue Gold 95730 House Rock Road Brookings, OR 97415

ADMINISTRATION

Interim Port Director	Ted Fitzgerald PO Box 848 Brookings, OR 97451
Legal Counsel	Jim Coffey Stebbins & Coffey PO Box 1006 North Bend, OR 97459

REGISTERED AGENT

Ted Fitzgerald
PO Box 848
Brookings, OR 97451

ACTION ITEM - B

DATE: January 15, 2018
RE: Memo of Understanding with Harbor Sanitary
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Memo of Understanding (MOU) with Harbor Sanitary was approved by the Board of Commissioners in a Special Meeting on August 7, 2018. The MOU that was provided to the Board for approval during the August 7, 2018 meeting was not complete.
- Board approved rescinding August 7, 2018 MOU during the December 18, 2018 meeting.
- Board requested MOU to be completed and returned for approval.
- MOU was reviewed and revised by Port counsel and staff.

DOCUMENTS

- Proposed MOU between Port of Brookings Harbor and Harbor Sanitary District, 3 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve MOU between Port of Brookings Harbor and Harbor Sanitary District for a period of 5 years.

PROPOSED

MEMORANDUM OF UNDERSTANDING

Between

The Port of Brookings Harbor

And the

Harbor Sanitary District

The Port of Brookings Harbor, a municipal corporation of the State of Oregon, (hereinafter referred to as "Port") and the Harbor Sanitary District, a municipal corporation of the State of Oregon, (hereinafter referred to as "HSD") enter into this Memorandum of Understanding ("MOU") effective as of the date the MOU is signed by both parties.

FACTS

Port owns and operates 69 acres of commercial fishing, sport fishing, retail and recreational property located off Lower Harbor Road in Harbor, Oregon. The Port owns several sewage pump stations, lines, and restroom facilities that are located on Port property. The Port has the responsibility of maintaining those facilities.

HSD owns and operates a sewage collection system consisting of pumping stations and lines for the purposes of collecting and transmitting sewage to the City of Brookings for treatment. HSD has the responsibility of maintaining those facilities in a manner that is in compliance with the rules and regulations of the Department of Environmental Quality and in compliance with the Intergovernmental Agreement between the City of Brookings and HSD.

PURPOSE

The purpose of this MOU is to establish a clear line of communication between the Port and HSD with regard to any Port-owned facility modifications that would affect HSD. Those modifications include, but are not limited to: the remodel, removal or addition of structures; the installation, repair or demolition of pumping stations; the disconnection or reconnection of sewer lines or water lines; work being performed in HSD easement areas that would disturb the ground surfaces; and any Port access to HSD-owned infrastructures.

PROCEDURE

When the Port intends to modify any Port-owned facilities as listed above, a work notice will be prepared by Port Management, which for purposes of this MOU includes the Port Manager and the Port Harbormaster. The work notice (Exhibit A to this document) will include a brief description of the location and extent of the intended work, date of the work and the responsible employee. The work notice will be submitted by Port Management, or his/her designee, to the HSD manager, or his/her designee, prior to the work commencing. The HSD Manager, or his/her designee, will review the work notice to confirm that the work being performed is in compliance with HSD ordinances and HSD construction standards. HSD will also confirm whether permits or applicable fees are required. HSD will respond to the work notice in the designated section of the work notice and return the work notice to Port Management, , within 3 working days from the date of the submission

PROPOSED

In the event that the work is made necessary by an emergency that will affect public health and safety or cause damage to Port property, the Port is not required to follow this procedure. If the emergency will affect the HSD system, the Port Management, , will notify the HSD Manager immediately so that District staff may respond to the event. For any emergency event not affecting the HSD system, Port Management will notify the HSD Manager as soon as possible following the event.

This MOU is not intended to release the Port from compliance with HSD Ordinances, Construction Standards, any necessary fees or the District's ability to enter all properties for the purpose of inspection, observation, measurements, sampling and testing as set forth in HSD Ordinances.

TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding will be for a period of five years from the date the MOU is signed by the Port and HSD.

IN WITNESS WHEREOF, the authorized representatives of the Port of Brookings Harbor and the Harbor Sanitary District as parties hereto pursuant to the authority granted to them hereby approve this Memorandum of Understanding and accept the provisions contained herein.

PORT OF BROOKINGS HARBOR

Date: _____

Board Chairman

Vice Chairman

Board Secretary

HARBOR SANITARY DISTRICT

Date: _____

Board Chairman

Vice Chairman

Board Member

Board Member

Board Member

MOU End Date: _____

PORT OF BROOKINGS HARBOR

16330 Lower Harbor Road
Brookings, Oregon 97415
Phone (541) 469-2218 Fax: (541) 359-3999

WORK NOTICE

DATE: _____

TO: Harbor Sanitary District
16408 Lower Harbor Road
P.O. Box 2457
Brookings, OR 97415

ATTN: Kelly Beebe, District Manager

RE: _____

DESCRIPTION OF WORK
PROPOSED DATE:
LOCATION:
TYPE OF WORK:
DOCUMENTS ATTACHED:
SUBMITTED BY:

HSD RESPONSE:

- APPROVED APPROVED WITH CONDITIONS
 OBJECTION ADDITIONAL INFORMATION REQUESTED

REMARKS:

DATE: _____

SIGNED: _____
Harbor Sanitary District

ACTION ITEM - C

DATE: January 15, 2018 opposed
RE: Safety and Security Fencing for Gear Storage and Receiving Docks
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- December 21, 2018 Special Commissioner Meeting, the Board made a motion and approved to install fencing to secure the gear storage and receiving dock areas when funding is available.
- Port recently received reports of stolen parts from Bandon Pacific equipment.
- Hallmark employees told the Port they have many people wondering through their dock area creating unsafe conditions. Hallmark employees would like to see the area secured.
- Bandon Pacific foreman reported his office was broken into and his laptop was stolen earlier this year. He also would like to see the area secured.
- Bornstein Seafood foreman reported stolen fuel from his equipment. They have cameras installed but this incident did not catch the individual stealing the fuel. He would like to see the area secured.
- BC Fisheries would like to see the area secured.
- If the fence routing is approved, the trailer storage area between Catalyst Seafood and Custom Mountain Bike Shop would be shifted inside the fenced area. The outside fenced area would become customer and overflow event parking. More gear storage areas could be created within the fenced area and some re-organization and cleanup of current storage.
- Fence material would be 6' high chain-link fence with 3 strand barbwire. Two 20-foot gates would be installed. One at the parking area near Hallmark and the other next to Catalyst Seafood.
- Signs would be installed at each gate that would say "No Public Access – Authorized Personnel Only".
- Combination locks would be installed on each gate. Authorized users would be given the combination.

DOCUMENTS

- Proposed fencing route and gate locations, 1 page

- Proposed signage at the gates, 1 page
- Picture of existing fence, new fence would be similar construction, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve General Fund expenditure not to exceed \$40,000 to install fencing, gates and signs as needed to protect the public and industrial storage and working areas of the Port.



20' GATE

20' GATE

6' HIGH CHAIN-LINK FENCE WITH 3 STRAWS BARRIERS.



48



49

ACTION ITEM - D

DATE: January 15, 2018
RE: Blue Pacific Realty
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Blue Pacific Realty has the land across Lower Harbor Road on the market for sale for the Port of Brookings Harbor. The contract ended December 31, 2018. Board approved to sale this property during May 16, 2017 meeting. This property been on the market since June 2017.
- Dave Cardwell, Broker for Blue Pacific Realty will be present to give an update and answer any questions.

DOCUMENTS

- None

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve 6-month extension with Blue Pacific Realty to sale the property across Lower Harbor Road and authorize Gary Dehlinger, Port Manager to sign extension document.

ACTION ITEM - E

DATE: January 15, 2018
RE: Hiring Policy and Procedure
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Board discussion during the December 18, 2018 meeting requested draft policies and procedures for hiring and firing of Port employees with a review Board.
- Hiring policy and procedures options were developed by Port counsel and reviewed by Port staff. Final draft copies are attached for Board review and approval.
- Hiring Policy and Procedure – Option 1 does not have Board involvement in the hiring process.
- Hiring Policy and Procedure – Option 2 includes Board involvement in the hiring process and is highlighted to show the difference between the two options.

DOCUMENTS

- Hiring Policy and Procedure – Option 1 (No Board involvement), 3 pages
- Hiring Policy and Procedure – Option 2 (Board involvement), 3 pages
- Resolution No. 502 Hiring Policy and Procedures, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
 - 1) Motion to accept and adopt Resolution No. 502 Hiring Policy and Procedures using Option 1 without Board involvement in the hiring procedure.
 - 2) Motion to accept and adopt Resolution No. 502 Hiring Policy and Procedures using Option 2 with Board involvement in the hiring procedure.



Hiring Policy and Procedures – Option 1

DRAFT

1. POLICY

1.1 Objective. It is the policy of the Port of Brookings Harbor (“Port”) to select employees from applicants possessing the required qualifications for a position and to do so with a fair and transparent process.

1.2 EEO. The Port is an equal opportunity employer and all employment decisions will be made without regard to the applicant's race, color, religion, gender, sexual orientation, gender identity, national origin, marital status, age (18 or over), or disability, or because the applicant associates with a person in one of the protected classifications. In addition, the Port will not discriminate against job applicants who are currently unemployed, military veterans, or who have expunged juvenile criminal records.

2. RECRUITMENT

2.1 Vacancy. Recruitment for applicants may only be commenced when there is a vacancy or anticipated vacancy in a position that has an approved job description and budget authority. Job descriptions must contain the position title, the position hours, the exempt or nonexempt status of the position, and the essential job functions and qualifications for the position.

2.2 Announcement. The announcement must include the position title, salary range, weekly hours, and a general description of the job duties. The announcement will also identify where further information and application packet may be obtained.

2.3 Posting. An announcement of the position vacancy will be posted on the Port’s website for a minimum of 21 calendar days and advertised in the Curry Coastal Pilot two times per week for three successive weeks. In addition, the Port Management may advertise the position through additional mediums and in a larger geographical area as deemed necessary or prudent.

2.4 Application packet. Every applicant will be given an application packet for the position, which will include an application form, the job description, and a brief description of the Port’s hiring process.

3. APPLICATIONS & SCREENING

3.1 Application form. All applicants must complete and sign a standard Port employment application form. Any incomplete application forms will be rejected. Resumes are encouraged but are not a required element of the application. Application forms may not contain any questions regarding criminal history or salary history.

3.2 Retention of records. A copy of all application forms must be retained with the appropriate search documentation. The successful applicant's application form must be retained in the applicant's personnel file.

3.3 Internal applicants. Current employees with a satisfactory employment status may apply for job openings. Internal applicants must complete required background checks or tests not previously completed.

4. INTERVIEWS

4.1 Qualified applicants. The Port Management will screen applications and resumes prior to scheduling interviews. All qualified applicants will be interviewed.

4.2 Standard administration. Interviews are to be administered with a standard process, including the equivalent treatment of applicants, avoidance of discriminatory questions and uniform interview content. Interview evaluation forms will be completed after each interview and retained with the appropriate application.

4.3 Accommodation. At the request of a disabled applicant, accommodation during the interview process may be required.

5. REFERENCES & VERIFICATION

5.1 Reference check. The Port Management is required to obtain a minimum of two reference checks from previous employers. Reference checks must be part of the applicant's evaluation and may be used as a factor in the hiring decision if the information is job-related. No offer of employment can be made before completing the hiring process, including reference checks.

5.2 False statements. If it is found that an applicant has made any misleading or false statements on the employment application or other documents, then his or her application will be denied further consideration.

6. HIRING DECISIONS, OFFERS AND DOCUMENTATION

6.1 Merit-based decisions. Hiring decisions will be merit-based. The most qualified applicant based upon qualifications, interviews, and reference checks will be selected for the position.

6.2 Veteran's preference. In accordance with ORS 408.230, the Port will grant a preference to a veteran or disabled veteran applicant who applies for a vacant position and who successfully completes the initial application screening and meets the minimum qualifications for the position.

6.3 Conditional offer. A conditional offer of employment may not be made until after the expiration of the posting period and after all applications for the position have been reviewed. A written conditional offer of employment must be issued by the Port Management to the successful applicant using a conditional offer letter template. The written conditional offer of employment will inform the

applicant that the offer is contingent upon successfully completing and passing a background check. A background check can only be initiated after a written conditional offer of employment is made to the applicant.

6.4 Background check. Background checks will vary depending on the position and may include criminal history, credit history, driving record, drug testing or any other relevant information for the job. A criminal record will not automatically disqualify an applicant from employment with the Port. The Port Management will conduct an individualized assessment of any criminal record revealed during the background check process. If individual circumstances warrant, an applicant with a criminal record may be disqualified from employment.

6.5 Final offer. Once the Port Manager receives satisfactory results from all required background checks and tests, applicants will be provided with a final job offer. If an applicant fails to accept an offer of employment within 7 calendar days, the offer may be rescinded by the Port.

7. DOCUMENTATION AND RECORD KEEPING

7.1 Pre-employment. New, transferred, rehired or promoted employees may not start work in the new position until all appropriate forms have been signed and processed.

7.2 Non-selected applicants. The Port Management is responsible for oral or written notification to all non-selected applicants who were interviewed.

7.3 Completeness. Recruitment records must include the resume and application materials of all applicants for a position, as well as documents pertaining to individuals considered for the position.

7.4 Retention of records. The Port will retain records relating to a search, selection and employment decision for a minimum of three years following the decision. Should there be a dispute, the documents must be retained until the matter is resolved, if not resolved by the conclusion of the three-year period.



Hiring Policy and Procedures – Option 2

1. POLICY

1.1 Objective. It is the policy of the Port of Brookings Harbor (“Port”) to select employees from applicants possessing the required qualifications for a position and to do so with a fair and transparent process.

1.2 EEO. The Port is an equal opportunity employer and all employment decisions will be made without regard to the applicant’s race, color, religion, gender, sexual orientation, gender identity, national origin, marital status, age (18 or over), or disability, or because the applicant associates with a person in one of the protected classifications. In addition, the Port will not discriminate against job applicants who are currently unemployed, military veterans, or who have expunged juvenile criminal records.

2. RECRUITMENT

2.1 Vacancy. Recruitment for applicants may only be commenced when there is a vacancy or anticipated vacancy in a position that has an approved job description and budget authority. Job descriptions must contain the position title, the position hours, the exempt or nonexempt status of the position, and the essential job functions and qualifications for the position.

2.2 Announcement. The announcement must include the position title, salary range, weekly hours, and a general description of the job duties. The announcement will also identify where further information and application packet may be obtained.

2.3 Posting. An announcement of the position vacancy will be posted on the Port’s website for a minimum of 21 calendar days and advertised in the Curry Coastal Pilot two times per week for three successive weeks. In addition, the Port Management may advertise the position through additional mediums and in a larger geographical area as he deems necessary or prudent.

2.4 Application packet. Every applicant will be given an application packet for the position, which will include an application form, the job description, and a brief description of the Port’s hiring process.

3. APPLICATIONS & SCREENING

3.1 Application form. All applicants must complete and sign a standard Port employment application form. Any incomplete application forms will be rejected. Resumes are encouraged but are not a required element of the application. Application forms may not contain any questions regarding criminal history or salary history.

3.2 Retention of records. A copy of all application forms must be retained with the appropriate search documentation. The successful applicant's application form must be retained in the applicant's personnel file.

3.3 Internal applicants. Current employees with a satisfactory employment status may apply for job openings. Internal applicants must complete required background checks or tests not previously completed.

4. INTERVIEWS

4.1 Qualified applicants. The Port Management will screen applications and resumes prior to scheduling interviews. All applicants meeting minimum qualifications will be interviewed.

4.2 Standard administration. Interviews are to be administered with a standard process, including the equivalent treatment of applicants, avoidance of discriminatory questions and uniform interview content. Interview evaluation forms will be completed after each interview and retained with the appropriate application.

4.3 Interview panel. Applicants will be interviewed by a four-person panel made up of the Port Manager, the Harbormaster, and two commissioners appointed by the Board of Commissioners. Each interviewer shall fill out an interview evaluation form.

4.4 Accommodation. At the request of a disabled applicant, accommodation during the interview process may be required.

5. REFERENCES & VERIFICATION

5.1 Reference check. The Port Management is required to obtain a minimum of two reference checks from previous employers. Reference checks must be part of the applicant's evaluation and may be used as a factor in the hiring decision if the information is job-related. No offer of employment can be made before completing the hiring process, including reference checks. All reference checks shall be summarized in the applicant's file.

5.2 False statements. If it is found that an applicant has made any misleading or false statements on the employment application or other documents, then his or her application will be denied further consideration.

6. HIRING DECISIONS, OFFERS AND DOCUMENTATION

6.1 Merit-based decisions. Hiring decisions will be merit-based. The most qualified applicant based upon qualifications, interviews, and reference checks will be selected for the position.

6.2 Veteran's preference. In accordance with ORS 408.230, the Port will grant a preference to a veteran or disabled veteran applicant who applies for a vacant position and who successfully completes the initial application screening and meets the minimum qualifications for the position.

6.3 Applicant review panel. An applicant review panel made up of the two commissioners who sat on the interview panel will review the applications, interview evaluations and the references of each applicant with the Port Manager. Thereafter, the commissioners will make a recommendation to the Port Manager of the top two qualified applicants for the position. The Port Manager will make the final decision as to whom out of the top two qualified applicants to offer the position.

6.4 Conditional offer. A conditional offer of employment may not be made until after the expiration of the posting period and after all applications for the position have been reviewed. A written conditional offer of employment must be issued by the Port Management to the successful applicant using a conditional offer letter template. The written conditional offer of employment will inform the applicant that the offer is contingent upon successfully completing and passing a background check. A background check can only be initiated after a written conditional offer of employment is made to the applicant.

6.5 Background check. Background checks will vary depending on the position and may include criminal history, credit history, driving record, drug testing or any other relevant information for the job. A criminal record will not automatically disqualify an applicant from employment with the university. The Port Management will conduct an individualized assessment of any criminal record revealed during the background check process. If individual circumstances warrant, an applicant with a criminal record may be disqualified from employment.

6.6 Final offer. Once the Port Manager receives satisfactory results from all required background checks and tests, applicants will be provided with a final job offer. If an applicant fails to accept an offer of employment within 7 calendar days, the offer may be rescinded by the Port and a conditional offer made to the next qualified applicant.

7. DOCUMENTATION AND RECORD KEEPING

7.1 Pre-employment. New, transferred, rehired or promoted employees may not start work in the new position until all appropriate forms have been signed and processed.

7.2 Non-selected applicants. The Port Management is responsible for oral or written notification to all non-selected applicants who were interviewed.

7.3 Completeness. Recruitment records must include the resume and application materials of all applicants for a position, as well as documents pertaining to individuals considered for the position.

7.4 Retention of records. The Port will retain records relating to a search, selection and employment decision for a minimum of three years following the decision. Should there be a dispute, the documents must be retained until the matter is resolved, if not resolved by the conclusion of the three-year period.

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

DRAFT

RESOLUTION NO. 502

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS
HARBOR ADOPTING A HIRING POLICY AND PROCEDURES**

WHEREAS, the Board of Commissioners wishes to formally adopt a hiring policy which sets forth a standard process to be used for all Port position vacancies; and

WHEREAS, said policy promotes transparency and equal opportunity in the hiring of Port employees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of Brookings Harbor that the Hiring Policy and Procedures attached hereto is adopted to be effective immediately.

APPROVED and ADOPTED, and made effective the same day, by the Board of Commissioners of the Port of Brookings Harbor and made effective this ____ day of January, 2019.

ATTEST:

President, Board of Commissioners

Secretary, Board of Commissioners

ACTION ITEM - F

DATE: January 15, 2019
RE: Special Lease Rate for Non-Profit Organizations
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- During December 18, 2018 Board meeting Stagelights proposal requested a 0.50 cent square footage rate for non-profit organization at the retail center. Board requested Port staff to prepare document for discussion at the next regular schedule Board Meeting.
- Port counsel prepared a Resolution at 25% discount for Board discussion.
- Unable to find any prior non-profit rates for the Port Leases.
- Port financial situation would be difficult to accept lower lease rates. Port is struggling with maintenance upkeep at the current lease rates of \$1.07.

DOCUMENTS

- Draft Resolution No. 503 Special Lease Rate for Non-Profit Organizations, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
None

DRAFT

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

RESOLUTION NO. 503

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS
HARBOR ESTABLISHING A SPECIAL LEASE RATE FOR NON-PROFIT ORGANIZATIONS**

WHEREAS, the Board of Commissioners adopted Resolution No. 493 on June 19, 2018 setting forth Port rates including standard lease rates; and

WHEREAS, the Board of Commissioners now wishes to add a special lease rate for non-profit organizations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of Brookings Harbor that non-profit organizations, recognized as such and in good standing with both the State of Oregon and the Internal Revenue Service, are eligible for a special retail center lease rate equal to 75% of the standard retail center lease rate in effect at the time of execution of the lease.

APPROVED and ADOPTED, and made effective the same day, by the Board of Commissioners of the Port of Brookings Harbor and made effective this ____ day of January, 2019.

ATTEST:

President, Board of Commissioners

Secretary, Board of Commissioners

ACTION ITEM - G

DATE: January 15, 2019
RE: Paving Gear Storage Roads
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- For years the Gear Storage roads were filled, compacted and graded with no long-term results. In fact, the results unusually only last a few weeks until potholes return.
- The Port could spend 10 to 20 thousand dollars bringing in material and compacting only to see the effort fail again and again. After a few more times, the costs would equal or exceed asphaltting the roads.
- The commercial fleet has endured these conditions for years and suffered efficiencies costs. The Port should provide the basic road infrastructure for the commercial fleet to transport products and materials.
- The Port staff is recommending a 24-foot wide asphalt road approximately 3-inches thick. This road would connect to existing paved roads and to existing steel wall dock area. 30-foot culvert would also be installed. Jack Akin could provide the necessary engineering specifications and drawings for this project.
- Paving project would not exceed \$100,000. Some work could be completed by Port staff.

DOCUMENTS

- Scope of Work, 1 page
- Conceptual Drawing of Roadway within Gear Storage Area, 1 page
- Engineering Specifications, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to accept the scope of work and conceptual plan to pave a 24-foot wide road per engineer specifications in the Gear Storage Area.

Scope of work:

-The Port of Brookings Harbor is seeking quotes for 2 roadways located in the gear storage area. (See picture "A".) This will be approximately 17,000 square ft. The Port will provide specifications. (Jack Akin)

- This project is not to exceed \$100,000.00

-The Port will be following public contracting rules and procedures for public contracting, stated in Resolution No. 368. These rules are in Section V number 7, Intermediate procurements. This allows for projects to be done between \$5,000.00 and \$100,000.00.

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



Notes:



Proposed Asphalt Road

ACTION ITEM - H

DATE: January 15, 2019
RE: Bornstein Seafood Inc. Lease
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Bornstein Seafood lease ended December 31, 2018. Rich Griffith, Sr. Vice President of Bornstein requested a new lease with current rates for the next 5-years with an option renewal for additional 5-years.
- New lease was drafted and reviewed by Port staff and Port counsel. Bornstein reviewed the new lease and had no comments.

DOCUMENTS

- Bornstein Lease, 19 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to accept and approve a new lease with Bornstein Seafood Inc. for 5-years with option for addition 5-years for the dock and work space areas.

DRAFT

**COMMERCIAL LEASE AGREEMENT
BORNSTEIN SEAFOODS, INC.**

This lease is made and entered into at Brookings, Oregon, to be effective the 1st day of January 2019, by and between the **Port of Brookings Harbor**, an Oregon municipal corporation (referred to herein as the "Landlord") and **Bornstein Seafoods, Inc.**, a Washington corporation registered to do business in the State of Oregon (referred to herein as the "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 (referred to herein collectively as the "Leased Premises"):

- a. A receiving dock and hoist, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Dock Premises"). A map of the Dock Premises is identified as Exhibit "B", also attached hereto and incorporated herein by this reference.
- b. A work area located adjacent to the Dock Premises, consisting of 3,478 square feet of property, which is more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Work Area"). A map of the Work Area is identified as Exhibit "B", also attached hereto and incorporated herein by this reference.

2. Lease Term and Base Rental Rate.

- a. The initial term of this lease shall be for five (5) years commencing January 1, 2019 and continuing through December 31, 2023.
- b. The base rental rate for the Leased Premises shall be One Thousand Seventy and 65/100 Dollars (\$1,070.65) per month, as calculated below, payable on the first day of each month commencing January 1, 2019. The base rental rate is the combined rate of:

1. The rental rate for the Bare Ground (Work Area) shall be \$0.07 per month for a total of Two Hundred Forty-Three and 46/100 Dollars per month (\$243.46); and

2. The rental rate for the Dock shall be \$0.63 per month for a total of Eight Hundred Twenty-Seven and 19/100 per month (\$827.19).

- c. Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part for the Leased Premises, for one (1) additional five (5) 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. 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.
- e. Tenant has the first right of refusal to purchase the Leased Premises if Port of Brookings Harbor decides to sell.

3. Base Rent Payment.

- a. Tenant shall pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset. The base rent shall 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 shall be for the total amount of the base rent due. Base rent shall include all prior percentage increases.
- b. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant actually occupied the Leased Premises.
- c. Additional rent means any other sums payable by Tenant to Landlord under this lease. If the Tenant chooses to extend this lease at the end of the initial lease term, a new base rent will be established.
- d. 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 the sum of \$1,070.65. Landlord may apply the security deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, 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 shall 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 shall 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 shall use the Leased Premises to offload fish, crab and other product from commercial boats and for no other purpose without Landlord's prior written consent. Tenant is entitled to the exclusive use of the hoist owned by Landlord. In connection with its use of the Leased Premises, Tenant shall at its 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 shall not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.

6. Equipment. Tenant shall install in the Leased Premises only such equipment as is customary for the intended *use* and shall not overload the dock 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 shall remain Tenant's property and shall be installed and operated at Tenant's expense. Cranes or boom trucks not owned by Tenant are prohibited from operating on the Leased Premises unless authorized by Landlord.

7. Sign. No signs, awnings, antennas, or other apparatus shall be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord's prior written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs and all applicable codes. All signs and sign hardware shall 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 shall furnish all utilities up to the Leased Premises and Tenant shall be directly responsible for any and all electrical charges or fees for electrical service, and shall make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Tenant shall make the necessary arrangements to have a meter installed in the name of Tenant for billing purposes. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Unless caused by Landlord's negligence or intentional act, interruption, limitation, curtailment, or rationing of services or utilities shall 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 shall take all reasonable steps to correct any interruption in service.

9. Maintenance and Repair - Tenant

- a. Tenant is at all times during the term of this lease, and at Tenant's sole cost and expense, obligated to keep the 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 shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall 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. Repair of damage caused by negligent or intentional acts or breach by this lease by Tenant, its employees or invitees shall be at Tenant's expense.
- b. Tenant shall maintain the Leased Premises, including the hoists and dock structures, in the condition existing at time of leasing, normal wear and tear excepted. Landlord may inspect repairs and may declare a default if the Leased Premises are not deemed in good repair after written notice of thirty (30) days for the dock and ten (10) days for the hoist itself has been made to Tenant and Tenant has failed to repair.
- c. Tenant shall be responsible for controlling and preventing any equipment usage of the dock area from vehicles or equipment which exceed 80,000 lbs GVW, by their invitees or other persons utilizing the facility in connection with the permitted usage

described herein. Tenant shall be responsible for damages and/or repairs to the Leased Premises which result from overload of the dock, hoist or storage facility by the invitees of Tenant or persons utilizing the structure in connection with Tenant's business.

- d. Tenant shall be responsible for any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except repairs that would otherwise be the responsibility of Landlord under Section 10 or Section 15.
- e. Tenant is responsible for all other repairs to the Leased Premises which Landlord is not required to make under Section 10 or Section 15.
- f. If Tenant fails to perform Tenant's obligations under this Section 9 or under any other Section of this lease, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall be due and payable as additional rent to Landlord together with Tenant's next base rent installment.
- g. On the last day of the term hereof, or upon any sooner termination, Tenant shall surrender the Leased Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Leased Premises shall not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. 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 shall 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 the point of entry to the Leased Premises.
- d. Repair and maintain any structural element that does not meet the definition of Major Damage as provided in Section 15, with respect to the Leased Premises.

11. Alterations. Tenant shall not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and trade fixtures, shall 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 shall have the right to approve the contractor used by Tenant for any work on the Leased Premises and to post notices of non-responsibility in connection with any work being performed by Tenant on the Leased Premises.

12. Indemnity.

- a. Tenant shall 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 shall 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 shall 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 shall survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

13. Insurance.

- a. Tenant shall carry liability insurance and fire insurance with limits of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and property damage, for injury or death of persons and damage to or loss or destruction of property. Such insurance shall be endorsed to name the Port of Brookings Harbor (Landlord) and Landlord's agent, if any, as an additional insured and additional loss payee and shall contain a "severability of interests" provision. Such insurance shall cover the liability insured under this Lease. All coverage shall be on an occurrence basis and not on a claim made basis. All policies required by this section shall be endorsed to provide a waiver of subrogation in favor of the Port of Brookings Harbor. Tenant shall be responsible for any deductible amounts payable under all policies of insurance.
- b. Tenant shall 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 shall be endorsed to state that coverage shall 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 shall be furnished at least 14 days prior to the expiration of any policy.
- c. The insurance required herein shall 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.
- d. Landlord reserves the right to review, investigate and reject insurance companies proposed to be sued by Tenant if they are determined inadequate to provide necessary coverage's as herein specified. All insurance required by this lease to be purchased and maintained by Tenant shall be obtained from an insurance company licensed or authorized in the State of Oregon to issue the insurance policies for the limits and coverage's required herein.

- e. If Tenant's policies lapse or are canceled at any time during the term of this Contract, Landlord shall have the right to immediately terminate Tenant's lease until such insurance requirements have been fully satisfied by Tenant. Tenant shall be responsible to Landlord, and shall 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 shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises or the Port, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Leased Premises or upon other 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 shall not be liable for any damages arising from any act of neglect of any other tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.

15. Major Damage. Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises to be unusable, or which will cost more than twenty-five percent (25%) of the pre-damage value of the Leased Premises to repair, or which is not covered by insurance. In case of major damage, Landlord or Tenant may elect to terminate this lease by 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 shall promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, shall be the responsibility of the Tenant. Rent shall be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.

16. Waiver of Subrogation. Tenant shall be responsible for insuring its personal property and trade fixtures located on the Leased Premises and any alterations or Tenant improvements it has made to the Leased Premises. Neither Landlord nor Tenant shall be liable to the other for any loss or damage caused by 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 shall 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 shall be that the portion of the Leased Premises taken shall be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claims against Landlord or the condemnation award because of the taking.

18. Assignment and Subletting.

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

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

19. Default.

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

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

- a. Landlord may terminate the lease and reenter and retake possession of the Leased Premises, and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages. Following such retaking of possession, efforts by Landlord to relet the Leased Premises shall be sufficient if Landlord follows its usual procedures for finding tenants for the Leased Premises at rates not less than the current rates for other comparable space on Port property. If Landlord has

other vacant space available, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages to loss of rent from Tenant.

- b. Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rent lost because of the default, all attorney fees and costs. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this lease and the reasonable rental value of the Leased Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.
- c. Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord shall not waive Tenant's default.

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

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

Landlord reserves to itself a right of access over the subject real property that is part of the Lease Premises, and a right of access over the dock attached thereto. Landlord

further reserves to itself the non-exclusive right to use the hoist at the north end of the dock only. Landlord may from time to time operate its own heavy equipment, such as, but not limited to, a forklift or crane, upon the Leased Premises as the need arises.

23. Notices. Notices to the parties relating to the lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated 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 shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

24. Subordination. This lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances. Tenant shall 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 shall attorn to the purchaser or transferee and recognize it as the landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the Landlord (transferor) shall 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 shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease. Unresolved good faith disputes between Landlord and Tenant shall be resolved pursuant to mandatory binding arbitration as provided herein.

27. Attorney's Fees.

- a. In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this lease to enforce any provision of this lease or any matter arising therefrom or to interpret any provision of this lease, including any proceeding to compel

arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the court or arbitrator(s). In addition to recovery of reasonable attorney's fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of arbitration and the arbitrator(s) fees, and expert witness fees, as fixed by the court or tribunal in which the case is heard.

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

28. Quiet Enjoyment. Landlord warrants that so long as Tenant complies with all material terms of this lease, it shall be entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises. Notwithstanding the above, Landlord reserves to itself a right of access over and across the dock leased herein, provided that such access does not unreasonably interfere with Tenant's use of the Leased Premises.

29. Complete Agreement. This lease and the attached exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.

30. Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.

31. Real Property Taxes.

a. **Payment of Taxes.** Tenant shall pay all real and personal property taxes, if any, applicable to Tenant's use and possession of the Leased Premises.

b. **Additional Improvements.** Tenant shall 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" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.

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

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

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

35. **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.

36. **Arbitration.**

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

b. Any party asserting a claim arising out of or relating to this lease may make a written demand for arbitration. In this event, the

parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Curry County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

- c. The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. In the event of arbitration under the provisions of this lease, the prevailing party shall be awarded reasonable attorney fees and related costs.
- d. If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and judgment so the award may be entered in any court having jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law.
- e. The parties agree that the arbitrator shall have no jurisdiction to render an award and/or judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this lease.
- f. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding.

There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

- g.** Neither party shall institute any legal proceeding against the other party to enforce any right hereunder or for breach hereof, except that either party may institute litigation (i) to enforce its rights of arbitration hereunder, (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, or (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section.
- h.** If any dispute between the parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant / third-party plaintiff), then, unless the parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either party be deferred until the resolution of that third-party claim or litigation; provided, however, that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either party may at any time initiate arbitration under this Section to determine prospective liability between the parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either party. In the event Landlord is made a party to such claim or litigation so initiated by a third party, Landlord shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether Landlord is required to, or in fact does, initiate a crossclaim, counterclaim, or third-party claim under subclause (iii) of paragraph 36.g. above, and regardless of Tenant's indemnity obligations under Section 9 above.
- i.** The duty to arbitrate shall survive the cancellation or termination of this lease.

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

DRAFT

PORT OF BROOKINGS-HARBOR, Landlord	BORNSTEIN SEAFOODS, INC., Tenant
Dated: _____	Dated: _____
By: _____ Board Chairman Roy Davis	By: _____
ATTEST: _____ Board Secretary Kenneth Range	Name: Its:
Mailing Address: P.O. Box 848 Brookings, OR 97415	Mailing Address: P.O. Box 188 Bellingham, WA 98227
Phone: 541-469-2218 Fax: 541-359-3999	Phone: 360-734-7990 Fax : 360-734-5732

Lease Area

EXHIBIT A

A parcel of land lying in the Southwest Quarter of the Southeast Quarter of Section 5, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, more particularly described as follows:

Dock Area


BEGINNING at Point "A", said point being North 20°51'41" West, a distance of 2,180.62 feet from a 2 1/2" brass cap in asphalt set at the Northwest corner of D.L.C. 40, and also being the inside rail at the Southwest corner of a concrete boat dock;
thence along the inside rail of said concrete boat dock, North 06°26'17" West a distance of 60.06 feet;
thence leaving said inside rail, North 84°01'44" East a distance of 19.61 feet to Point "B";
thence South 06°28'49" East a distance of 31.99 feet;
thence South 37°03'24" East a distance of 11.34 feet to the inside rail of said concrete boat dock;
thence along said inside rail, South 06°58'44" East a distance of 18.26 feet;
thence South 83°47'12" West a distance of 25.58 feet, to the POINT OF BEGINNING.

Work Area

BEGINNING at Point "B" described above:
thence North 62°34'54" East a distance of 80.00 feet;
thence South 27°25'06" East a distance of 40.00 feet;
thence South 62°34'54" West a distance of 89.71 feet;
thence North 37°03'24" West a distance of 10.27 feet;
thence North 06°28'49" West a distance of 31.99 feet, to the POINT OF BEGINNING.

Bearings for the above description are Oregon State Plane – South Zone and are based on a line between control monuments #1 and #2 as indicated on County Survey #41-1623 prepared by OBEC Consulting Engineers, to bear North 27°44'56" West a distance of 639.37 feet.

REGISTERED
PROFESSIONAL
LAND SURVEYOR


OREGON
JULY 25, 1995
RICHARD P. ROBERTS
2730

EXPIRATION DATE. 12/31/14

DRAFT

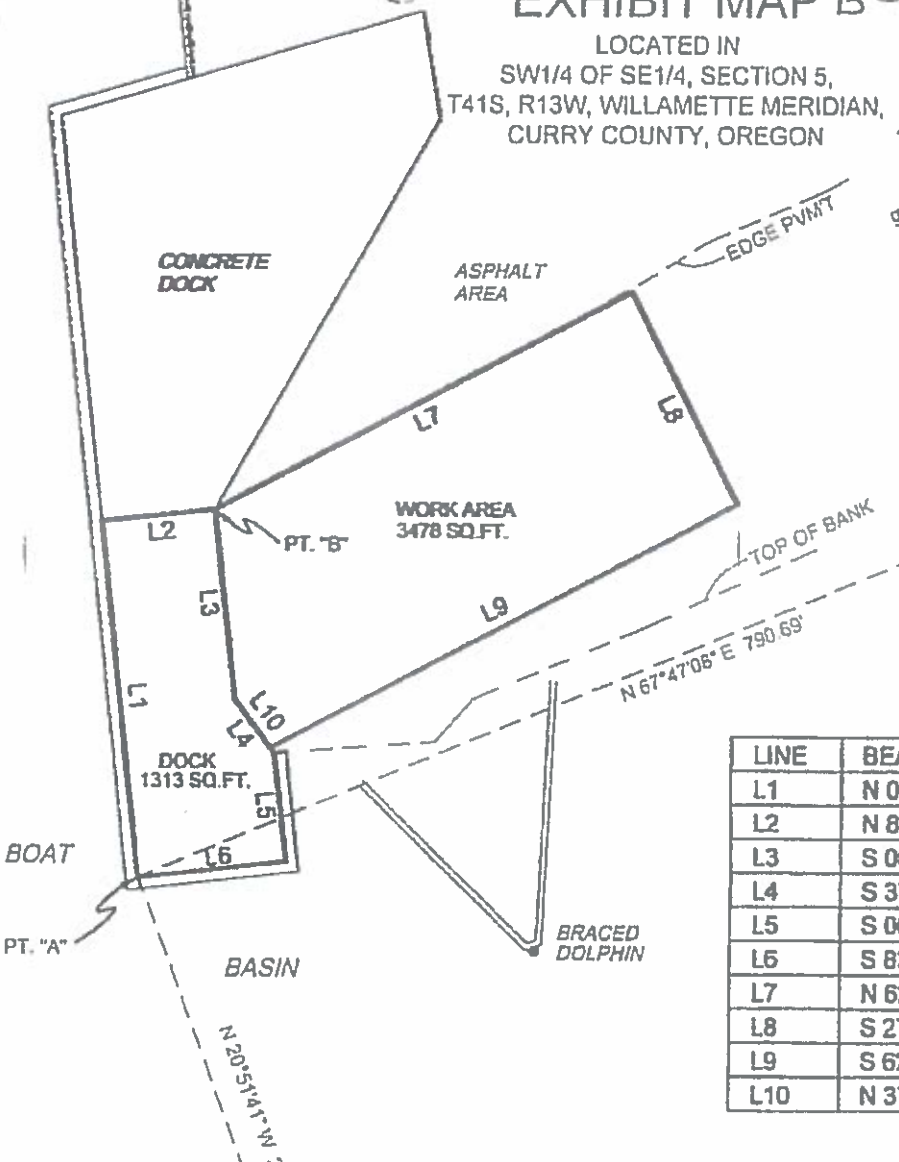
EXHIBIT MAP B

LOCATED IN
SW1/4 OF SE1/4, SECTION 5,
T41S, R13W, WILLAMETTE MERIDIAN,
CURRY COUNTY, OREGON

FOUND MAGNAIL-WASHER
STAMPED "OBEC CONTROL"
CONTROL PT #2 PER
COUNTY SURVEY #41-1623

(OREGON STATE PLANE-SO. ZONE)
N 27°44'56" W 638.37' CS#41-1623
N 27°44'56" W 639.37'

FOUND 5/8" IRON REBAR
S/ RPC "OBEC CONTROL"
CONTROL PT #1 PER
COUNTY SURVEY #41-1623



LINE	BEARING	DISTANCE
L1	N 06°26'17" W	60.06'
L2	N 84°01'44" E	19.61'
L3	S 06°28'49" E	31.99'
L4	S 37°03'24" E	11.34'
L5	S 06°58'44" E	18.26'
L6	S 83°47'12" W	25.58'
L7	N 62°34'54" E	80.00'
L8	S 27°25'06" E	40.00'
L9	S 62°34'54" W	89.71'
L10	N 37°03'24" W	10.27'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 25, 1995
RICHARD P. ROBERTS
2730

EXPIRES 12/31/14



PREPARED FOR: PORT OF BROOKINGS-HARBOR
SURVEY DATE: JAN. 16, 2013
JOB #: 13-005



Roberts & Associates
LAND SURVEYING INC.

611 SPRUCE STREET
P.O. Box 1599
Brookings, OR 97415

Ph: 541-469-0162
Fax: 541-469-5456

INFORMATION ITEM - A

DATE: January 15, 2019
RE: South Coast Knight Security
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- South Coast Knight Security contract is currently month to month. Port received current insurance document.

DOCUMENTS

- None

INFORMATION ITEM - B

DATE: January 15, 2019
RE: RV Park Dry Camping
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- 1967-68 design drawing for the RV Park showed 53 spaces.
- 1995 design drawings show a revised RV Park with 89 spaces with a note showing overflow spaces (current dry camping area).
- 1995 Topographic Survey drawing show revised RV Park with 93 spaces and 48 overflow spaces. Total of 141 spaces.
- 2015 the overflow spaces were partition to help organize the areas when used. Water was available for some tent areas prior to the construction. New waterline was installed to all tent spaces and to 10 dry camp spaces.
- Current RV Park space count as follows:
 - 82 Full hook-up spaces
 - 9 Power and water hook-up spaces (no sewer)
 - 19 Overflow spaces (10 with water only)
 - 10 Tent camping spaces with water onlyTotal spaces 120
- State regulations require restrooms to be within 500 feet any recreational vehicle space or camping site. Other regulations may require permitting, grey water waste disposal systems, space size, etc...
- Dry Camping and Tent Camping spaces will remain closed until all regulatory issues are addressed. Meetings are getting scheduled with Oregon Health Dept, County Building Dept and State Parks.
- Harbor Sanitary "Sewer Development Charges" (SDC) may be required for all additional sites. There is confusion about when sites were added, when or if they were inspected and had final approval. The Port might have to pay SDC fees for additional spaces depending on when the spaces were added. Once this information is worked out, information will be provided to the Board.

DOCUMENTS

- None

INFORMATION ITEM - C

DATE: January 15, 2019
RE: Basin 1 Piling Project
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Update on project start. Contractor requested to move the start date back to January 21, 2019 due to fabrication delay on the piling hoops. Contractor is committed the project will be completed within the In-Water Work period.
- Contractor plans to work hour earlier and hour later each day and work weekends.

DOCUMENTS

- Bergerson Construction RFI No. 001, 1 page
- FEMA Quarterly Progress Report No. 1, 1 page
- HMGP Quarterly Progress Report No. 1, 1 page



REQUEST FOR INFORMATION

RFI NO. 001

PROJECT TITLE: Port of Brookings - Pile Guide Replacement

PROJECT NO: PW319

CONTRACTOR: Bergerson Construction, Inc.

DESCRIPTION OF RFI

Per the Port's request, Bergerson Construction submitted a concept design for a new pile hoop to replace the contract specified pile hoop on 11/12/2018. The final pile hoop design was approved 3 weeks later on 12/3/18 for fabrication. As of 1/2/2019, the estimated delivery date for the pile hoops is between 1/14/2019 to 1/21/2019. This lead time pushes the estimated completion date right up to the contract substantial completion date of 2/15/2018.

Due to the additional time required for the design phase of the pile hoops, Bergerson Construction is requesting that the substantial completion deadline of 2/15/2019 be extended to match the In-Water Work Window which ends 2/28/2019.

Specification Section	<u> </u>	Bid Doc #1	<u> </u>	Reference Drawing	<u> </u>
Sketch/Picture Attached	<u> </u>	No	<u> </u>		
<u>Bergerson Construction</u>	<u>1/2/2019</u>			<u>Chad Curs</u>	<u>1/2/2019</u>
ORIGINATOR	DATE			CONTRACTOR REP	DATE

RESPONSE

REQUEST APPROVED.

GARY NEHLINGEL, PORT MANAGER
ANSWERED BY


(SIGNATURE)

1-7-19
DATE

QUARTERLY PROGRESS REPORT (Large Projects)

PUBLIC ASSISTANCE PROGRAM

FEMA DR-4258-OR

Report No. 1

Subgrantee Name: Port of Brookings Harbor

PA ID Number: 015-UIZ5Q-00

Project Name: ST-307 Piling and Boarding Ramps

PW#: ST-307

Project Location: Port of Brookings Harbor Sport Basin

WORK SCHEDULE:

Project is Proceeding
on Schedule

YES NO

% of project
Completed: 15%

Start date: 1/14/19

Estimated Completion
Date: 2/15/18*

COST STATUS:

PW Amount: \$462,254.00

PW Category: G

Estimated Final
Costs \$462,254.00

Amount Spent to
Date: \$30,385.38

BUDGET STATUS:

COST UNCHANGED

COST UNDER- ESTIMATED

COST OVER-ESTIMATED

COMMENTS

(include any problems or circumstances that could delay the project, or result in noncompliance with the conditions of the FEMA approval. Please describe any change orders.)

The project is on schedule for completion before the end of the in-water work period (IWWP), which is February 15th, 2019, with the possible exception of some project tasks not in water (e.g. demobilization and quality control). Work planning, mobilization details, pile and hoop design agreements and adjustments, contracting, ordering of materials, staging areas, etc., have all been agreed upon. On-site project work awaits arrival of coated steel piles and welded hoops, expected by mid-January, 2019. Note: The "Start Date" and "Estimated Completion Date" shown under "WORK SCHEDULE" refer only to the IWWP tasks.

Signed By: 

Date: 12/27/2018

Print Signature: Gary Dehlinger, Port Manager

Address: Port of Brookings Harbor

16330 Lower Harbor Rd, PO Box 848, Brookings, OR 97415

Phone: 541.469.2218

HAZARD MITIGATION GRANT PROGRAM

For FEMA: 4169 4258 4296 4328 FMAG
SUBGRANTEE QUARTERLY PROGRESS REPORT FORM

Quarter Ending: 12/31/2018

Subgrantee Name: Port of Brookings Harbor

FEMA HMGP # 4169.00 4258.00 4296.00 4328.00 FMAG

Report No.: 1

Project Name: Brookings Harbor - Basin 1 Piling Upgrade CFDA #97.039

Project Location: Port of Brookings Harbor Basin 1

Project Type (Check ALL That Apply):

- Construction Retrofit Relocation Acquisition Restoration
 Warning System Planning Structural Non-Structural Fuels/Defensive Space
 Other:

WORK SCHEDULE:

Project is Proceeding on Schedule

Yes No

% of Project Completed: 15%

Start Date: 1/14/2019

Estimate Completion: 2/15/2019

COST STATUS:

Cost Unchanged

Cost Over-Estimate Amt:

Cost Under-Estimate Amt:

*If requesting Reimbursement this quarter, then:

REQUIRED DOCUMENTS:

- Request for Reimbursement
 Updated SF-424
(Budget Worksheet)

Comments – Attach additional pages if necessary

(Describe problems or circumstances affecting completion dates, milestones, scope of work, and cost. Also describe achievements, successes, progress, and special issues.)

The project is on schedule for completion before the end of the in-water-work period (IWWP), which is February 15th, 2019, with the possible exception of some project tasks not in water (e.g. demobilization and quality control). Work planning, mobilization details, pile and hoop design agreements and adjustments, contracting, ordering of materials, staging areas, etc., have all been agreed upon. On-site project work awaits arrival coasted steel piles and welded hoops, expected by mid-January, 2019. Note: The "Start Date" and "Estimated Completion Date" shown under "WORK SCHEDULE" refer only to the IWWP tasks.

SIGNED BY:



DATE: 01/07/2019

PRINT SIGNATURE:

Gary Dehlinger, Port Manager

ADDRESS:

16330 Lower Harbor Road, PO Box 848, Brookings, OR 97415

DUNS Number:

052042553

PHONE:

541-469-2218

Email:

portmanager@portofbrookingsharbor.com

INFORMATION ITEM - D

DATE: January 15, 2019
RE: Preliminary Schedules for Infrastructure Repairs
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Updated Strategic Business Plan Table 14 - Capital Improvement Plan was approved at the December 18, 2018 meeting.
- Preliminary schedules were made to plan out the timeframes for project from start to finish. Schedules for each project will be made showing the complete timeline from funding to completion. Working with Jack Akin/EMC to complete schedule logic for each project.
- Most projects involve In-Water Work permits, so dates for the projects land within the In-Water Work Window of October 1 through February 28.
- Fuel Dock - Access Pad Replacement is one project that we might request emergency status to be outside the In-Water Work Window to complete the work.
- Projects will most likely change depending on funding or other unforeseen issues.

DOCUMENTS

- Preliminary Project Schedule 5-Year Timeline, 1 page
- Preliminary Project Schedule each Year, 6 pages
- Updated Strategic Business Plan, Table 14 - Capital Improvement Plan, 2 pages

#	Priority	Description	Cost Estimate	2019				2020				2021				2022				2023			
				1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1	1	Fuel Dock - Reoute Fuel Lines	50,000	1																			
2	2	Fuel Dock - Access Pad Replacement	125,000		1																		
3	3	Pacific Seafood Receiving Docks	1,500,000			1																	
4	4	RV Park Protection Wall and Facility Improvements	600,000			1																	
5	5	Stormwater Drainage & Paving Zones 2 Retail Parking Lot	54,000				1																
6	6	Basin 2 West Embankment Repair - Reconstruction	1,250,000																				
7	7	Stormwater Drainage & Paving Zones 3 Basin 2 East Parking Area	1,080,000																				
8	8	Basins 1 and 2 Dredging	3,100,000																				
9	9	Stormwater Drainage & Paving Zones 4 Basin 2 West Parking Lot and RV Park	1,180,000																				
10	10	Hallmark Receiving Dock	870,000																				
11	11	Basin 2 South and East Embankment Repair - Reconstruction	2,500,000																				
12	12	Basin 2 and Transient Docks	1,500,000																				
13	13	Commercial Center Upgrade / Renovation	1,500,000																				
14	14	Stormwater Drainage and Paving Zones 1 Commercial Storage Area	2,574,000																				
15	15	Stormwater Drainage and Paving Zones 5 Fishing Pier	165,000																				
16	16	Boardwalk Expansion / Replacement	292,500																				
17	17	Lease Upgrades (Painting & New Roof) Not part of NHMP	150,000																				
18	18																						
19	19																						
20	20																						
21	21																						
22	22																						
23	23																						
24	24																						
25	25																						
26	26																						

#	Priority	Description	Cost Estimate	2019																				
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec									
1	1	Fuel Dock - Reoute Fuel Lines	50,000																					
2	1	Fuel Dock - Access Pad Replacement	125,000																					
3	2	Pacific Seafood Receiving Docks	1,500,000																					
4	3	RV Park Protection Wall and Facility Improvements	600,000																					
5	4	Stormwater Drainage & Paving Zones 2 Retail Parking Lot	54,000																					
6																								
7																								

#	Priority	Description	Cost Estimate	2020																		
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec							
1	2	Pacific Seafood Receiving Docks	1,500,000																			
2	5	Basin 2 West Embankment Repair - Reconstruction	1,250,000																			
3	6	Stormwater Drainage & Paving Zones 3 Basin 2 East Parking Area	1,080,000																			
4	18	Lease Upgrades	150,000																			
5																						
6																						

#	Priority	Description	Cost Estimate	2021															
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
1	5	Basin 2 West Embankment Repair - Reconstruction	1,250,000																
2	7	Basins 1 and 2 Dredging	3,100,000																
3																			
4																			

#	Priority	Description	Cost Estimate	2022																			
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec								
1	7	Basins 1 and 2 Dredging	3,100,000																				
2	8	Stormwater Drainage & Paving Zones 4 Basin 2 West Parking Lot and RV Park	1,180,000																				
3	9	Hallmark Receiving Dock	870,000																				
4	10	Basin 2 South and East Embankment Repair - Reconstruction	2,500,000																				
5																							
6																							

#	Priority	Description	Cost Estimate	2022														
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
1	9	Hallmark Receiving Dock	870,000															
2	10	Basin 2 South and East Embankment Repair - Reconstruction	2,500,000															
3	11	Basin 2 and Transient Docks	1,500,000															
4	12	Commercial Center Upgrade / Renovation	1,500,000															
5																		
6																		

#	Priority	Description	Cost Estimate	2022																	
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
1	11	Basin 2 and Transient Docks	1,500,000																		
2	12	Commercial Center Upgrade / Renovation	1,500,000																		
3	13	Stormwater Drainage and Paving Zones 1 Commercial Storage Area	2,574,000																		
4	14	Stormwater Drainage and Paving Zones 5 Fishing Pier	165,000																		
5	15	Boardwalk Expansion / Replacement	292,500																		
6																					
7																					
8																					

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

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

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

INFORMATION ITEM - E

DATE: January 15, 2019
RE: Port Office Security System
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Instructed Port staff to install alarm system in the Port Office.
- Alarm system will include motion and door sensors. Code will be required to disarm the system. Only Port staff will have the code.
- Port staff purchased a security system from SimpliSafe with initial cost of \$230 and then \$15 per month to operate and can be cancelled at any time.
- In case of an alarm event, Port staff will be called by the Monitoring Service. If the Port request it, or if the Port is unable to answer, the operator will call your local police or fire department for dispatch.

DOCUMENTS

- None

INFORMATION ITEM - F

DATE: January 15, 2019
RE: Port Trash / Garbage
TO: Board of Commissioners
ISSUED BY: Joe Speirs, Secretary Commissioner

OVERVIEW

- Secretary Commissioner Joe Speirs requested to add this topic to the agenda.
- Few years ago, the Port had approximately 60 trash cans throughout the facilities. Port staff was responsible to dump trash cans as they got filled. Sometimes during the busy months, it was twice a day, every day dumping the trash cans. Trash was collected in a Port truck and then deposited in a trash compactor. All trash cans had liners which increased the handling.
- Re-organized / removed the number of trash cans throughout the Port facilities to approximately 20. Removed trash compactor after it broke down and increased the use of trash bins (3 to 6 cubic yard size bins). Reduced the employee trash handling.
- Trash became a problem at the top of commercial basin ramps. Trash cans were not large enough to handle the fleets debris. 6-yard bins were installed near the top of the ramps to handle the debris.
- Trash costs to Curry Transfer & Recycling increased, but the Port staff time was reduced to free up time for other Port duties.

DOCUMENTS

- Curry Transfer & Recycling invoices from 2005 to 2018, 4 pages

Port of Brookings Harbor
All Payments Issued for Curry Transfer & Recycling
All Transactions

Date	Amount	
12/17/2018	5,327.04	
11/08/2018	6,114.43	
10/09/2018	6,939.52	
09/13/2018	9,645.01	} 10K +/- GEAR STORAGE + LAND ACROSS LOWELL HARBOR RA CLEAN UP
08/13/2018	14,064.25	
07/13/2018	3,295.60	OSMB
07/12/2018	7,034.15	} BOAT LAUNCH DOCK
06/11/2018	980.00	
06/11/2018	6,585.45	
05/11/2018	6,158.20	70K TO BOK OTHER TRASH AT PORT.
04/11/2018	3,999.51	
03/07/2018	4,451.41	
02/13/2018	4,123.28	
01/11/2018	10,980.70	SOME OSMB TRENCH DRAW DETAILS
01/11/2018	2,248.36	91,946.91
12/12/2017	4,233.27	
11/08/2017	5,857.78	
10/12/2017	11,775.83	} 10K TO 20K BOAT YARD + GEAR STORAGE CLEAN UP.
09/14/2017	11,074.47	
08/16/2017	12,828.19	
07/12/2017	5,961.74	
06/13/2017	5,585.00	
05/12/2017	5,515.65	70K TO BOK FOR OTHER TRASH AT PORT.
04/13/2017	5,003.49	
03/16/2017	5,215.55	
02/13/2017	8,446.13	
01/12/2017	6,446.79	87,943.89
12/21/2016	6,172.49	
11/21/2016	22,731.29	} 30K TO 40K BOAT YARD + GEAR STORAGE CLEAN UP.
10/06/2016	18,230.52	
09/22/2016	10,000.00	
08/16/2016	22,721.95	
07/20/2016	6,373.67	
07/14/2016	4,211.21	
05/19/2016	6,865.19	70K TO BOK FOR OTHER TRASH AT PORT.
04/12/2016	2,077.56	
03/15/2016	2,168.80	
02/11/2016	2,245.68	
02/04/2016	2,565.25	
01/19/2016	2,125.67	108,489.28
12/31/2015	7,366.42	

Port of Brookings Harbor
All Payments Issued for Curry Transfer & Recycling
All Transactions

Date	Amount	
11/30/2015	6,051.80	
10/16/2015	6,957.87	
08/01/2015	14,368.72	
07/02/2015	4,052.42	
05/28/2015	9,808.68	
03/23/2015	11,069.60	
01/01/2015	4,228.95	63,904.46
12/04/2014	5,550.73	
11/03/2014	5,114.08	
10/09/2014	4,491.82	
09/15/2014	7,122.95	
08/11/2014	3,421.12	
06/18/2014	2,944.16	
05/31/2014	2,608.51	
04/16/2014	2,857.16	
03/17/2014	3,859.16	
02/18/2014	2,451.08	40,420.77
12/16/2013	4,140.57	
11/18/2013	4,828.91	
10/16/2013	3,451.59	
09/16/2013	4,453.06	
08/16/2013	6,218.91	
07/16/2013	2,993.44	
06/17/2013	4,339.24	
05/16/2013	3,083.18	
04/16/2013	3,386.57	
03/14/2013	2,928.77	
02/14/2013	2,265.10	
01/16/2013	2,961.04	45,050.38
12/17/2012	3,158.06	
11/16/2012	3,829.73	
10/16/2012	4,425.03	
09/17/2012	2,874.70	
08/16/2012	6,788.04	
07/16/2012	13,311.16	
06/18/2012	6,977.72	
05/16/2012	7,521.72	
04/16/2012	10,793.78	
03/16/2012	13,812.52	
02/16/2012	2,916.72	
01/16/2012	2,916.72	79,325.90

103

Port of Brookings Harbor
All Payments Issued for Curry Transfer & Recycling
All Transactions

Date	Amount	
12/16/2011	2,916.72	
11/16/2011	4,054.10	
10/17/2011	4,798.98	
09/16/2011	8,611.28	
08/16/2011	22,482.45	
07/18/2011	5,940.97	
06/14/2011	2,971.24	
05/14/2011	2,845.10	
04/14/2011	3,983.18	
03/16/2011	2,845.10	
02/14/2011	4,002.73	
01/13/2011	2,851.58	68,303.43
12/14/2010	2,851.58	
11/12/2010	4,102.84	
10/14/2010	4,146.00	
09/14/2010	4,960.20	
08/17/2010	6,842.73	
07/13/2010	3,095.58	
06/14/2010	4,040.18	
05/12/2010	3,697.38	
05/03/2010	183.00	
04/14/2010	3,735.17	
03/12/2010	2,471.95	
02/17/2010	2,547.33	
01/14/2010	2,547.33	45,221.27
12/16/2009	2,547.33	
11/16/2009	2,840.15	
10/16/2009	5,496.21	
09/16/2009	5,692.12	
08/15/2009	4,897.24	
07/16/2009	4,269.33	
06/16/2009	2,717.00	
05/14/2009	3,585.29	
04/16/2009	5,758.03	
03/12/2009	2,556.57	
02/17/2009	3,732.25	
01/15/2009	2,941.04	47,032.56
12/16/2008	3,950.10	
11/17/2008	4,140.63	
10/16/2008	6,220.17	
09/15/2008	6,029.57	
08/14/2008	8,707.87	

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Port of Brookings Harbor
All Payments Issued for Curry Transfer & Recycling
All Transactions

<u>Date</u>	<u>Amount</u>	
07/16/2008	4,177.75	
06/16/2008	6,314.20	
05/16/2008	5,100.06	
04/15/2008	3,848.30	
03/17/2008	3,848.30	
02/19/2008	3,513.58	
01/16/2008	4,028.76	59,879.29
12/17/2007	5,215.59	
11/16/2007	5,255.89	
10/16/2007	5,610.39	
09/17/2007	6,968.77	
08/16/2007	11,352.76	
07/17/2007	1.85	
07/17/2007	385.51	
07/17/2007	4,662.10	
06/16/2007	3,545.30	
06/16/2007	92.94	
05/16/2007	68.85	
05/16/2007	3,576.74	
04/13/2007	4,052.90	
04/13/2007	68.85	
03/16/2007	2,668.85	
02/16/2007	2,562.38	
01/16/2007	1,834.25	57,923.92
12/14/2006	4,566.66	
11/15/2006	3,822.93	
10/11/2006	4,127.49	
09/19/2006	4,124.62	
08/16/2006	5,755.65	
07/17/2006	3,664.10	
06/15/2006	3,984.30	
05/15/2006	2,456.58	
04/14/2006	2,470.97	
03/16/2006	3,882.41	
02/15/2006	2,592.55	
01/13/2006	3,448.95	44,897.21
12/15/2005	3,286.59	
11/17/2005	2,875.80	
10/17/2005	5,451.07	
09/22/2005	6,007.72	
08/18/2005	7,128.97	
07/18/2005	4,901.39	29,651.54
Total	<u><u>869,990.81</u></u>	

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