

PORT OF BROOKINGS HARBOR

Regular Commission Meeting

Tuesday, June 18, 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. COMMISSIONER COMMENTS

9. EXECUTIVE SESSION per ORS 192.660 (2)(e), (h).....83

A. ORS 192.660 (2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions and (h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

ORS 192.660 (6) No executive session may be held for the purpose of taking any final action or making any final decision.

Adjourn out of executive session and reconvene into regular session.

10. NEXT REGULAR MEETING DATE – July 16, 2019 6:00pm

11. ADJOURNMENT

PORT OF BROOKINGS HARBOR
Regular Commission Meeting Minutes
Tuesday, May 21, 2019 • 6:00 pm

1. Call Meeting to Order:

Chairman Davis called the meeting to order at 6:00 pm.

Board and audience stated the pledge of allegiance.

Commissioners present: Chairman Roy Davis, Vice Chairman Richard Heap, Secretary Joseph Speir, Treasurer Kenneth Range, and Wesley Ferraccioli.

Staff present: Port Counsel Martha Rice, Port Manager Gary Dehlinger, Harbormaster Travis Webster, and Administrative Assistant Danielle Shepard.

Also present were members of the public and Curry Coastal Pilot.

2. Approval of Agenda:

Davis made the board aware of an agenda change, striking Action Item A due to not being available at this time, and add Action Item F regarding New Signs at Boat Basin Ramps.

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

There were no further modifications, additions, or changes to the agenda. Nor were there any declaration of potential conflicts of interest.

3. Public Comments:

Sharon Hartung: commented on the Port Rates and questioned electricity charges for moorage holders. Asked for a Department of Justice update.

4. Consent Items:

A. Tuesday, April 16, 2019 Regular Meeting Minutes:

Ferraccioli made a motion to accept April 16, 2019 meeting minutes. Second by Range. Motion Passed 4-0, Davis abstained due to not being present at the meeting.

5. Management Reports:

A. Financial Report – April 2019:

The board had no questions for *Dehlinger* regarding the Financial Report.

Ferraccioli made a motion to approve the financial report. Second by Davis. Motion passed 5-0.

B. Port Manager Report – April 2019:

Heap asked about security and repeat offenders, which *Dehlinger* has already spoke with Knight Security about trespassing.

The board had no further questions for *Dehlinger* regarding the Manager's report.

Range made a motion to approve the Port Managers Report. Second by *Heap*. Motion passed 5-0.

C. Harbormaster Report – April 2019:

Range asked for clarification on the boat getting hit in the boat yard and the most we will be out is \$5000, *Dehlinger* stated property damage has a \$5000 deductible which will be turned over to the court.

The board had no further questions for *Webster* regarding the Harbormaster report.

Heap made a motion to approve the Harbormaster Report. Second by *Davis*. Motion passed 5-0.

6. Action Items:

A. CPA Audit Report FY 2017-18:

See agenda item 2.

Dehlinger informed the board that we are hoping to receive the audit next week and will be asking for a special meeting.

B. SDIS Group Employee Insurance Program FY 2019-20:

Dehlinger informed the board that this is our employees current insurance, but the rates have increased by 8%, and next year we will do more research on rates.

Range made a motion to approve continuing with existing SDIS Health Care Plan for employees for the FY 2019-20. Second by *Speir*. Motion passed 5-0.

C. Business Oregon – IFA Extra Payments:

Dehlinger informed the board that if we have the funds than we will make extra payments of \$10,000 towards the tsunami loan payments.

Speir made a motion to approve the expenditure when funds are available to repay the missed payments during the reconstruction of the Port from the March 11, 2011 Tsunami. Second by *Range*. Motion passed 5-0.

D. Procurement Approval for Boat Yard Fence:

Dehlinger informed the board that we need to get the fence in the boat yard replaced due to someone driving over it and striking a boat in the boat yard.

Heap made a motion to approve the expenditure not to exceed \$10,000 for the repairs to the damaged boat yard fence, repair waterline, remove

*bushes and replace worn fencing as needed and to allow Port Manager or designee to enter into a contract with contractors to complete the repairs.
Second by Range. Motion passed 5-0.*

E. Port Rates for Fiscal Year 2019-20:

The board did not have any questions, but requested to have the rate sheet state trash is included.

Heap made a motion to approve Port Rates for FY 2019-20. Second by Speir. Motion passed 5-0.

F. New Signs at Basin Ramps:

Dehlinger informed the board that there are up to 7 different signs at our ramps, and the new sign combine all the signs into one.

*Ferraccioli made a motion to approve new signs at the basin ramps.
Second by Range. Motion passed 5-0.*

7. Information Items:

A. 2019 Port Events:

Dehlinger wanted to update the board about upcoming 2019 events. There was concern regarding 4th of July and alcohol, which *Dehlinger* and *Webster* have already spoke to the event organizer regarding these concerns.

B. Port Tenant List:

Heap asked about Sportshaven Marina, *Dehlinger* stated that we are waiting on them to come back to us.

The board had no further questions.

C. Liveboard Policy:

The board had no question, and agreed to proceed.

8. Executive Session per ORS 192.660 (2)(f)(h):

A. ORS 192.660 (2)(f) - to consider information or records that are exempt by law from public inspection and (h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Davis adjourned into executive session at 6:58 pm, and reconvened back into regular session at 8:23 pm.

9. Commissioner Comments:

Range likes the agenda and the packets, and commented on how the Port is getting cleaned up and looks good.

Heap discussed that a black rock fish stock assessment will be taking place. Complimented Kim Boom and staff regarding the budget.

Davis thanked the board for keeping the meetings going during this time, when he came back he noticed a ton of good things happening. Has dealt with Mike Bethers with D.O.J., but there is no conclusion, no indication of wrong doing, and no criminal injustice at this time.

Ferraccioli and Speir thanked staff for everything and commented how great of a job they are doing.

10. Next Regular Meeting Date – June 18, 2019, 6:00 pm

11. Adjournment:

Davis adjourned the meeting at 8:30 pm.

Secretary, Joseph Speir

Date Signed

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

PORT OF BROOKINGS HARBOR
Special Commission Meeting Minutes
Tuesday, June 4, 2019 • 4:00 pm

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

Chairman Davis called the meeting to order at 4:00 pm.

Board and audience stated the pledge of allegiance.

Commissioners present: Chairman Roy Davis, Vice Chairman Richard Heap via phone, Secretary Joseph Speir, and Treasurer Kenneth Range. Commissioner Wesley Ferraccioli was absent.

Staff present: Port Manager Gary Dehlinger, Harbormaster Travis Webster, Financial Officer Kim Boom, and Administrative Assistant Danielle Shepard.

Also present were members of the public, and Connie Huntsman, CPA Auditor for the Port.

2. Approval of Agenda:

Davis asked to add Action Items C Surplus Equipment – Vessel Kanygo.

Speir made a motion to approve the agenda as amended. Second by Range. Motion passed 4-0.

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

3. Public Comments:

No public comments.

4. Action Items:

A. CPA Audit Report FY 2017-18:

Huntsman informed the board that the introductory section is the meat and heart of the audit. *Huntsman* issued two reports, an independent auditors report with a clean opinion and an Oregon's Independent auditors report which shows the Port is in compliance. *Davis* had concern about next year's audit being late, but *Huntsman* assured him that moving forward we shouldn't have these issues, it only happened this year because we switched to cash basis.

Range made a motion to approve action Item A, CPA Audit Report for Fiscal Year 2017-18. Second by Speir. Motion passed 4-0.

B. Supplemental Budget:

Boom informed the board that the budget didn't show money allocated for the capital outlay for the purchase of the golf cart, this is to move funds into capital outlay.

Speir made a motion to adopt the supplemental budget as presented, Resolution 523. Second by Range. Motion passed 4-0.

C. Surplus Equipment – Vessel Kanygo:

Dehlinger informed the board that we do own the boat now, next step it to approve the vessel as a surplus item because we have some buyers.

Speir made a motion to approve the vessel Kanygo as surplus equipment. Speir retracted motion. Speir made a motion to adopt Resolution 524. Second by Range. Motion passed 4-0.

5. Information Items:

A. None

6. EXECUTIVE SESSION per ORS 192.660(2)(e):

A. ORS 192.660 (2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

Davis adjourned into executive session at 4:20 pm, and reconvened back into regular session at 4:50 pm.

Speir thanked *Webster* for moving the dumpsters. *Webster* informed the board and public that dumpsters have been moved into the boat yard, trash can be dumped from 8am – 5pm.

7. Next Regular Meeting Date – May 21, 2019, 6:00 pm

8. Adjournment:

Davis adjourned the meeting at 4:55 pm.

Secretary, Joseph Speir

Date Signed

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

FINANCIAL REPORT

DATE: June 18, 2019
RE: Month End Report of Financial Activities for May 2019
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

Cash Basis – May 2019

General Port Operations – Net Income \$11,333

- Operation Revenue \$214,777
- Operation Expenses \$203,444

Non-Operation – Net Income (\$43,520)

- Non-Operating Revenue {Tax Appropriations, Interest & Dividends, Inter-fund Transfers & Misc. Income} - \$246,043
- Non-Operating Expenses {FEMA & Grant Expenses & Loan Payments Expense, Inter-fund Transfers} - \$289,563

May 2019 – Net Income (32,188)

Breakdown of General Port Operations

BEACHFRONT RV PARK – Operating Net Income \$20,735

- Revenue \$44,588
- Expenses \$12,116
- Capital Outlay – New Golf Cart Purchase \$11,737

(Reserve Amount for Depreciation \$1,702 and Loan Payment Amount \$5,063, not factored)

BOAT YARD – Operating Net Income \$1,971

- Revenue \$9,673
- Expenses \$7,702

(Reserve Amount for Depreciation \$2,275 and Loan Payment Amount \$6,024, not factored)

COMMERCIAL / RETAIL LEASES – Operating Net Income \$31,773

- Revenue \$42,231
- Expenses \$10,458

(Reserve Amount for Depreciation \$10,727 and Loan Payment Amount \$11,236, not factored)

FUEL DOCK – Operating Net Income (\$33,875)

- Revenue \$42,628
- Expenses \$76,503

(Reserve Amount for Depreciation \$833 and Loan Payment Amount \$1,754 not factored)

MARINA/ADMINISTRATION – Operating Net Income (\$21,314)

- Revenue \$75,233
- Expenses \$96,546

(Reserve Amount for Depreciation \$14,867 and Loan Payment Amount \$14,913, not factored)

PROPERTY GROUND USE – Operating Net Income \$306

- Revenue \$425
 - Expense \$119
-

Other Port Funds

Misc. Non-Operating & Transfers from General Fund

- Total transfers to Debt Service Fund \$26,957
- Total transfers to Bond Debt Fund \$10,843
- Total transfers to Capital Projects Fund \$88,644.95
- Total transfers to Reserve Fund \$0

CAPITAL PROJECTS – NET POSITION \$13,325

- Revenue & Transfers \$153,511
- Expenses & Transfers \$140,186

Projects in progress (project completed, but not all payment request submitted):

1. Basin 1 Piling, Project 65 – *FEMA PW319 Basin 1 Piling Projects expenses, to be reimbursed 100%*

DEBT SERVICE FUND – NET POSITION \$20,974

- Revenue & Transfers \$27,097
- Expenses/Loan Payments *including principle & interest* \$6,124

USDA REVENUE BOND FUND – NET POSITION \$11,044

- Revenue & Transfers \$11,044
- Expenses & Transfers \$0.0

RESERVE FUND – NET POSITION \$57

- Revenue & Transfers \$57
 - Expenses & Transfers \$0
-

DOCUMENTS

- Financial Report, 3 pages
 - Fund Balance Report, 1 page
 - Finance Debt Monthly Report, 1 page
 - Profit & Loss, 4 pages
 - Profit & Loss Budget Performance, 2 pages
 - Check Register, 3 pages
-

COMMISSIONERS ACTION

Recommended Motion:

Motion to accept Financial Report as presented.

Port of Brookings Harbor
Fund Balance Report
May 2019

GENERAL FUND

UNRESTRICTED FUNDS, AS OF 05/31/2019.

- \$270,593.14 General Fund (Umpqua Bank \$107,694.69 & LGIP \$162,898.45)
- 1785.41 Cash on Hand/Petty Cash (RV Park, Fuel Dock and Office Drawers)

\$272,378.55 UNRESTRICTED FUNDS, 30-Day reserve amount needed \$181,789 (without depreciation)

RESTRICTED FUNDS, AS OF 05/31/2019.

Capital Projects Fund

\$23,900.34 FEMA PW319 Basin 1 Piling Project – Project completed.

Debt Service Fund LGIP

\$60,067.86 Debt Service Fund \$62,500 Quarterly (IFA Business Oregon) Payment due June 30, 2019
(*\$4807.69 average needed each week to reach payment*)

Debt Service Fund Umpqua Bank

\$2502.15

Monthly (Travel Lift Lease)

Payment due 22nd of each month –Next payment due June 22, 2019
(*\$1,075.15*) average each week to reach payment)

Monthly (2018 Genie Reach Forklift)

Payment due 15th of each month – Next payment due June 15, 2019
(*\$338.01*) average each week to reach payment)

Revenue Bond Fund

\$88,839.66 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)

Reserve Fund

\$24,329.91 Yearly amount needed \$391,741 (*to keep pace with Deprecation, \$7,533 is needed weekly*)

\$199,639.92 RESTRICTED FUNDS, AS OF 05/31/2019.

TOTAL CURRENT CASH & CASH EQUIVALENTS \$472,018.47

- **\$272,378.55 UNRESTRICTED FUNDS**
- **\$199,639.92 RESTRICTED FUNDS**



PORT *of* BROOKINGS HARBOR

FINANCE DEBT MONTHLY REPORT

Date: June 18, 2019
Period: May 2019
To: Gary Dehlinger, General Manager
Issued By: Kim Boom, Financial Officer

Debt Service Payments

- IFA
 - L98004/Basin 2 Dock Improvement
PRINCIPAL BALANCE ...\$183,484.05 INTEREST BALANCE...\$300,024.40
 - X03004/Eureka Fishery-Property Improvement
PRINCIPAL BALANCE ...\$206,137.92 INTEREST BALANCE...\$184,140.93
 - 520139/Boardwalk
PRINCIPAL BALANCE ...\$64,488.66 INTEREST BALANCE...\$175,820.25
 - 525172/RV Park Improvement
PRINCIPAL BALANCE ...\$126,574.06 INTEREST BALANCE...\$136,670.57
 - 525176/Green Bldg.
PRINCIPAL BALANCE ...\$289,156.67 INTEREST BALANCE...\$227,824.54
 - 525181/Eureka Fishery-Property Purchase
PRINCIPAL BALANCE ...\$191,735.78 INTEREST BALANCE...\$342,242.90
 - L02001/Marine Fueling Dock
PRINCIPAL BALANCE ...\$189,465.40 INTEREST BALANCE...\$223,229.61
 - L02009/Cold Storage
PRINCIPAL BALANCE ...\$763,394.06 INTEREST BALANCE...\$938,317.54
- IFA TOTAL PRINCIPLE BALANCE as of May 31, 2019...\$2,014,436.60
IFA TOTAL ACCURED INTEREST as of June 30, 2018...\$2,872,369.28
- Travelift - \$4659.00 paid to m2Lease
BALANCE...\$218,449.17
 - 2018 Genie Reach Forklift - \$1464.71 paid to Umpqua Bank
BALANCE...\$85,075.99
 - Land Purchase – Kyle Aubin paid \$72.00
BALANCE... \$15,264.00

Port of Brookings Harbor
Port of Brookings Harbor Profit & Loss
 May 2019

	May 19
Ordinary Income/Expense	
Income	
4100 · MARINA/ADMINISTRATION	
4120 · Finance Charges/Income	295.45
4125 · Administrative Fees	720.64
4130 · Boat Launch	1,073.00
4132 · Annual Parking Pass	450.00
4135 · Storage	7,731.21
4140 · Other Revenue	186.75
4145 · Refunds/Discounts/Writeoffs	-298.23
4300 · MOORAGE	
4310 · Commercial Slip Rent	12,174.68
4320 · Recreational Slip Rent	45,446.29
4325 · Transient	3,231.63
4340 · Moorage Electric	4,221.28
Total 4300 · MOORAGE	65,073.88
Total 4100 · MARINA/ADMINISTRATION	75,232.70
4200 · COMMERCIAL RETAIL	
4210 · Commercial Retail Lease	40,464.78
4211 · CR/ Electric	128.92
4212 · CR/ Water	90.00
4214 · CR/ Sewer	329.38
4222 · CPI-U	1,217.90
Total 4200 · COMMERCIAL RETAIL	42,230.98
4400 · RV PARK	
4410 · Space Rental	44,283.00
4450 · Wood Sales	265.00
4470 · Misc Purchases & Sales	40.00
Total 4400 · RV PARK	44,588.00
4500 · FUEL SALES	
4505 · DIESEL	37,787.44
4510 · GAS	2,406.15
4515 · OTHER FUEL SALES	2,434.17
Total 4500 · FUEL SALES	42,627.76
4600 · BOATYARD	
4630 · Other Services & Sales	684.45
4635 · Travel Lift Haul Out	5,221.50
4645 · Telehandler	1,020.00
4655 · Yard Days	2,746.70
Total 4600 · BOATYARD	9,672.65
4900 · PROPERTY GROUND USE	
4910 · Grounds Use Fee	425.00
Total 4900 · PROPERTY GROUND USE	425.00
Total Income	214,777.09
Gross Profit	214,777.09
Expense	
5000 · PERSONNEL SERVICES/PAYROLL	
5010 · WAGES & SALARIES	
5012 · OFFICE STAFF	
5014 · Salary/Port Manager	6,058.08
5016 · Wages/Port Office	11,715.22
5018 · Wages/RV Park	3,139.14
Total 5012 · OFFICE STAFF	20,912.44
5020 · OPERATIONS STAFF	
5021 · Wages/Boatyard	2,075.37

Port of Brookings Harbor
Port of Brookings Harbor Profit & Loss
 May 2019

	May 19
5022 · Wages/Comm Retail	476.00
5023 · Wages/Fuel Dock	868.96
5025 · Wages/Marina	9,806.12
5026 · Wages/RV Park	923.36
Total 5020 · OPERATIONS STAFF	13,949.81
5040 · OVERTIME	
5042 · OFFICE/OVERTIME	
5044 · Overtime/Port Office	298.50
5046 · Overtime/RV Park Office	185.20
Total 5042 · OFFICE/OVERTIME	483.70
5050 · OPERATIONS/OVERTIME	
5051 · Overtime/Boatyard	7.51
5052 · Overtime/Comm Retail	37.54
5053 · Overtime/Fuel Dock	5.83
5055 · Overtime/Marina	296.59
5056 · Overtime/RV Park Operations	66.68
Total 5050 · OPERATIONS/OVERTIME	414.15
Total 5040 · OVERTIME	897.85
Total 5010 · WAGES & SALARIES	35,760.10
5060 · EMPLOYEE COSTS & BENEFITS	
5062 · Sick Leave Benefit	132.00
5068 · Vacation	648.78
5070 · Payroll Taxes	4,038.30
5074 · Personal Vehicle Allowance	600.00
5090 · SEP Retirement	
5092 · Port Manager	665.80
5094 · Office	1,175.91
5096 · Operations	1,444.72
Total 5090 · SEP Retirement	3,286.43
Total 5060 · EMPLOYEE COSTS & BENEFITS	8,705.51
5076 · Health Care and Dental	5,461.47
Total 5000 · PERSONNEL SERVICES/PAYROLL	49,927.08
6001 · ADVERTISING & NOTIFICATIONS	
6004 · Legal Notices	777.91
Total 6001 · ADVERTISING & NOTIFICATIONS	777.91
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	7,461.16
6115 · Services & Supplies	9,222.84
6125 · Tools & Equipment Purchases	1,363.70
6135 · Security Contract	2,000.00
Total 6100 · REPAIRS & MAINTENANCE	20,047.70
6150 · FUEL purchased for resale	73,472.24
6200 · UTILITIES	
6210 · Telecommunications	982.89
6220 · Electric	8,459.78
6230 · Water	1,219.24
6240 · Sanitary	4,672.69
6250 · Waste Management	7,397.87
6260 · Cable TV	498.65
Total 6200 · UTILITIES	23,231.12
6300 · OFFICE EXPENSE	
6315 · Office Services & Supplies	3,379.81
6320 · Leased Equipment(inc'l'g copier)	1,073.57
6330 · Dues, Subs & Pubs	2,189.00

Port of Brookings Harbor
Port of Brookings Harbor Profit & Loss
May 2019

	May 19
6345 · Postage	314.33
6375 · Office Equipment & Furniture	4,437.94
Total 6300 · OFFICE EXPENSE	11,394.65
6350 · BANK SERVICE & FINANCE FEES	
6335 · Merchant Services Fees	2,476.68
6360 · Bank Service Charge/Fees	12.60
Total 6350 · BANK SERVICE & FINANCE FEES	2,489.28
6400 · TRAVEL & ENTERTAINMENT	
6425 · Mileage Reimbursement	398.58
Total 6400 · TRAVEL & ENTERTAINMENT	398.58
6500 · PERMITS, LICENSES, TAXES & MISC	
6575 · Permits & Licenses	2,450.00
Total 6500 · PERMITS, LICENSES, TAXES & MISC	2,450.00
6800 · INSURANCE; PROP & CAS, BOND	13,317.00
6900 · PROFESSIONAL FEES	
6925 · Consultants	5,250.00
6945 · IT Support/Services	149.00
6955 · Payroll Administration Fee	540.01
Total 6900 · PROFESSIONAL FEES	5,939.01
Total Expense	203,444.57
Net Ordinary Income	11,332.52
Other Income/Expense	
Other Income	
7000 · PROPERTY TAX	
7010 · Previously Levied Tax	311.81
7020 · Current Tax Levy	1,777.26
Total 7000 · PROPERTY TAX	2,089.07
7100 · INTEREST & DIVIDENDS INCOME	782.64
7110 · MISC INCOME	
7120 · Restitution & Settlements	284.58
7160 · REFUNDS	305.00
Total 7110 · MISC INCOME	589.58
7200 · GRANT REVENUES	
7291 · Dock Rev-L16010-Interim Recev	14,518.00
Total 7200 · GRANT REVENUES	14,518.00
7400 · HMGP-FEMA & GRANTS REVENUE	
7410 · FEMA - DR4258-OR-7 B 1 Piling	50,347.86
Total 7400 · HMGP-FEMA & GRANTS REVENUE	50,347.86
7830 · To General from Capital Project	51,271.10
7832 · To Capital Project from General	88,644.95
7836 · To USDA Bond Fund from General	10,843.00
7838 · To Debt Service from General	26,956.71
Total Other Income	246,042.91
Other Expense	
7700 · CAPITAL OUTLAYS	16,736.55
8300 · HMGP-FEMA & GRANTS EXPENSE	
8310 · FEMA - DR4258-OR-7 B 1 Piling	
8312 · PW319 Engineering/Architectural	270.00
8314 · PW319 Const.-Materials,Supplies	88,644.95

4:12 PM
06/06/19
Cash Basis

Port of Brookings Harbor
Port of Brookings Harbor Profit & Loss
May 2019

	May 19
Total 8310 · FEMA - DR4258-OR-7 B 1 Piling	88,914.95
Total 8300 · HMGP-FEMA & GRANTS EXPENSE	88,914.95
8400 · DEBT SERVICE FUND	
8410 · Principal	
2235P · Property Purch-Kyle Aubin Prin.	72.00
8443P · 50 BFMII Travelift Principal	3,639.33
8444P · 2018 Genie Forklift Principal	1,034.16
Total 8410 · Principal	4,745.49
8430 · Paid Interest	
8443I · 50 BFMII Travelift Interest	1,019.67
8444I · 2018 Genie Forklift Interest	430.55
Total 8430 · Paid Interest	1,450.22
Total 8400 · DEBT SERVICE FUND	6,195.71
8830 · From Capital Project to General	51,271.10
8832 · From General to Capital Project	88,644.95
8836 · From General to USDA Bond Fund	10,843.00
8838 · From General to Debt Service	26,956.71
Total Other Expense	289,562.97
Net Other Income	-43,520.06
Net Income	-32,187.54

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

July 2018 through May 2019

Cash Basis

	Jul '18 - May 19	Budget	% of Budget
Ordinary Income/Expense			
Income			
4100 · MARINA/ADMINISTRATION	674,830.65	620,400.00	108.8%
4200 · COMMERCIAL RETAIL	465,256.85	522,700.00	89.0%
4400 · RV PARK	539,618.61	576,349.00	93.6%
4500 · FUEL SALES	558,625.78	458,516.00	121.8%
4600 · BOATYARD	85,327.10	104,437.00	81.7%
4900 · PROPERTY GROUND USE	7,229.00	5,000.00	144.6%
Total Income	2,330,887.99	2,287,402.00	101.9%
Gross Profit	2,330,887.99	2,287,402.00	101.9%
Expense			
5000 · PERSONNEL SERVICES/PAYR...	486,243.29	652,807.18	74.5%
6001 · ADVERTISING & NOTIFICATIONS	12,712.31	12,169.00	104.5%
6100 · REPAIRS & MAINTENANCE	256,083.45	312,316.63	82.0%
6150 · FUEL purchased for resale	499,423.78	373,543.00	133.7%
6200 · UTILITIES	246,935.91	280,891.00	87.9%
6300 · OFFICE EXPENSE	47,550.89	48,004.00	99.1%
6350 · BANK SERVICE & FINANCE FEES	29,431.00	25,803.95	114.1%
6400 · TRAVEL & ENTERTAINMENT	2,519.23	2,725.00	92.4%
6500 · PERMITS, LICENSES, TAXES & ...	20,988.02	18,974.00	110.6%
6585 · HARBOR RFPD SERVICE		15,000.00	
6600 · BAD DEBT		6,482.00	
6800 · INSURANCE; PROP & CAS, BO...	92,928.00	101,299.16	91.7%
6900 · PROFESSIONAL FEES	84,108.00	125,921.00	66.8%
Total Expense	1,778,923.88	1,975,935.92	90.0%
Net Ordinary Income	551,964.11	311,466.08	177.2%
Other Income/Expense			
Other Income			
7000 · PROPERTY TAX	229,028.80	222,504.00	102.9%
7100 · INTEREST & DIVIDENDS INCOME	8,140.65	3,006.88	270.7%
7110 · MISC INCOME	24,455.97	31,384.00	77.9%
7170 · Sale of Assets	300.00	184,000.00	0.2%
7200 · GRANT REVENUES	47,659.98	213,915.27	22.3%
7400 · HMGP-FEMA & GRANTS REVENUE	619,370.77	4,275,868.00	14.5%
7830 · To General from Capital Project	633,234.11	956,700.00	66.2%
7832 · To Capital Project from General	645,671.33	956,700.00	67.5%
7834 · To Reserve Fund from General	12,840.38	25,000.00	51.4%
7836 · To USDA Bond Fund from General	156,470.00	168,120.00	93.1%
7838 · To Debt Service from General	405,410.62	471,549.00	86.0%

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

Cash Basis

July 2018 through May 2019

	<u>Jul '18 - May 19</u>	<u>Budget</u>	<u>% of Budget</u>
Total Other Income	2,786,183.49	7,508,747.15	37.1%
Other Expense			
7600 · OPERATING CONTINGENCY		127,773.00	
7700 · CAPITAL OUTLAYS	16,736.55	49,433.82	33.9%
8100 · FEMA EXPENSES		15,000.00	
8200 · GRANT EXPENSES	46,772.42	396,807.60	11.8%
8300 · HMGP-FEMA & GRANTS EXPENSE	784,765.87	2,742,310.00	28.6%
8400 · DEBT SERVICE FUND	277,135.50	471,549.00	58.8%
8600 · USDA REVENUE BOND	130,120.00	130,120.00	100.0%
8830 · From Capital Project to General	633,234.11	956,700.00	66.2%
8832 · From General to Capital Project	645,671.33	956,700.00	67.5%
8834 · From General to Reserve Fund	12,840.38	25,000.00	51.4%
8836 · From General to USDA Bond Fund	156,470.00	168,120.00	93.1%
8838 · From General to Debt Service	405,410.62	521,549.00	77.7%
Total Other Expense	3,109,156.78	6,561,062.42	47.4%
Net Other Income	-322,973.29	947,684.73	-34.1%
Net Income	228,990.82	1,259,150.81	18.2%



Port of Brookings Harbor
Check Registers

May 1, 2019 to May 31, 2019

Cash Basis

Type	Date	Num	Name	Memo	Original Amount	Paid Amount
1001 - CASH & CASH EQUIVALENTS						
1002 - General Funds Ckg Umpqua 3634						
Bill Pmt -Check	05/10/2019		Gold Beach Lumber Yard, Inc.	QuickBooks generated zero amount transaction for bill payment stub		
Check	05/08/2019	Debit	US Bank Sep- IRA	Employer Contribution - 05/08/2019 ConfirmationP328C-X11RJ	-332.90	-332.90
Check	05/22/2019	Debit	US Bank Sep- IRA	Employer Contribution - 05/22/2019 ConfirmationP492T-18559	-332.90	-332.90
Bill Pmt -Check	05/01/2019	DEBIT	Carson	CUSTOMER # 7811282 FUEL PURCHASES	-10,356.57	-10,356.57
Bill Pmt -Check	05/07/2019	DEBIT	Carson	CUSTOMER # 7811282 FUEL PURCHASES	-22,108.23	-22,108.23
Check	05/03/2019	DEBIT	ADP	Advice of Debit #534134881 Payroll Date: 04/24/19	-125.01	-125.01
Bill Pmt -Check	05/14/2019	DEBIT	Carson	CUSTOMER # 7811282 FUEL PURCHASES	-10,518.15	-10,518.15
Check	05/08/2019	DEBIT	Edward Jones	Employer Contribution - 05/08/2019 ConfirmationP328C-WZDQF	-113.05	-113.05
Check	05/08/2019	DEBIT	TD Ameritrade	Employer Contribution - 05/08/2019 ConfirmationP328C-X0Y2D	-176.17	-176.17
Check	05/08/2019	DEBIT	Edward Jones	Employer Contribution - 05/08/2019 ConfirmationP328C-X06BG	-156.37	-156.37
Check	05/08/2019	DEBIT	Edward Jones	Employer Contribution - 05/08/2019 ConfirmationP328C-X0B7C	-129.37	-129.37
Check	05/08/2019	DEBIT	Edward Jones	Employer Contribution - 05/08/2019 ConfirmationP328C-X0FB3	-183.43	-183.43
Check	05/08/2019	DEBIT	Edward Jones	Employer Contribution - 05/08/2019 ConfirmationP328C-X0KQ2	-141.06	-141.06
Check	05/08/2019	DEBIT	Edward Jones	Employer Contribution - 05/08/2019 ConfirmationP328C-X0R38	-143.48	-143.48
Check	05/08/2019	DEBIT	Edward Jones	Employer Contribution - 05/08/2019 ConfirmationP328C-X0TWJ	-264.00	-264.00
Check	05/10/2019	DEBIT	ADP	Advice of Debit #534787621 Payroll Date: 04/29/19	-107.22	-107.22
Check	05/02/2019	DEBIT	Elavon	APRIL 2019 MERCHANT SERVICE FEE ACCT#316	-818.68	-818.68
Check	05/02/2019	DEBIT	Elavon	APRIL 2019 Merchant Service Fee - acct#873 Ventek	-89.10	-89.10
Check	05/02/2019	DEBIT	Elavon	APRIL 2019 MERCHANT SERVICE FEE ACCT#902	-897.49	-897.49
Check	05/02/2019	DEBIT	Elavon	APRIL 2019 MERCHANT SERVICE FEE ACCT#951	-665.99	-665.99
Check	05/17/2019	DEBIT	ADP	Advice of Debit #535071428 Payroll Date: 05/08/19	-138.37	-138.37
Bill Pmt -Check	05/29/2019	DEBIT	Carson	CUSTOMER # 7811282 FUEL PURCHASES	-20,583.99	-20,583.99
Bill Pmt -Check	05/17/2019	DEBIT	Oregon Department of Agriculture	Annual Renewal of License AG-L0178944G	-278.00	-278.00
Bill Pmt -Check	05/31/2019	DEBIT	Carson	CUSTOMER # 7811282 FUEL PURCHASES	-9,905.30	-9,905.30
Bill Pmt -Check	05/21/2019	DEBIT	Pitney Bowes, Inc.	Power Postage Acct# 8000-9000-0324-9188	-300.00	-300.00
Check	05/22/2019	DEBIT	Edward Jones	Employer Contribution - 05/22/2019 ConfirmationP492T-16D72	-112.99	-112.99
Check	05/22/2019	DEBIT	TD Ameritrade	Employer Contribution - 05/22/2019 ConfirmationP492T-181V5	-188.83	-188.83
Check	05/22/2019	DEBIT	Edward Jones	Employer Contribution - 05/22/2019 ConfirmationP492T-17D48	-155.22	-155.22
Check	05/22/2019	DEBIT	Edward Jones	Employer Contribution - 05/22/2019 ConfirmationP492T-17HT2	-132.01	-132.01
Check	05/22/2019	DEBIT	Edward Jones	Employer Contribution - 05/22/2019 ConfirmationP492T-17LRS	-193.47	-193.47
Check	05/22/2019	DEBIT	Edward Jones	Employer Contribution - 05/22/2019 ConfirmationP492T-17QWR	-124.32	-124.32
Check	05/22/2019	DEBIT	Edward Jones	Employer Contribution - 05/22/2019 ConfirmationP492T-17V1G	-142.86	-142.86
Check	05/22/2019	DEBIT	Edward Jones	Employer Contribution - 05/22/2019 ConfirmationP492T-17ZB8	-264.00	-264.00
Check	05/31/2019	DEBIT	ADP	Advice of Debit #535806301 Payroll Date: 05/22/19	-129.46	-129.46
Check	05/31/2019	DEBIT	ADP	Advice of Debit #5356027417 ADP 300 Timeclock Package	-39.95	-39.95
General Journal	05/08/2019	PAY 5/8		Rec 05/08/2019 payroll	-14,737.01	-14,737.01
General Journal	05/08/2019	TAX 5/8		Rec 5/8/2019 payroll Taxes	-5,995.43	-5,995.43
General Journal	05/13/2019	TRANS 5/10		Transfer from LGIP General Fund to Umpqua Bank General Fund to pay bills	27,000.00	27,000.00
General Journal	05/17/2019	5/17/19		Withdraw of \$400, consolidating 3 daily till boxes into one, daily till boxes to be left in safe...	400.00	400.00
General Journal	05/01/2019	DEBT 5/19		To transfer to Debt Service Fund LGIP for Travelfit Pmt	-4,659.00	-4,659.00
General Journal	05/01/2019	DEBT 5/19		To transfer to Debt Service Fund LGIP for Telehandler Pmt	-1,464.71	-1,464.71
General Journal	05/29/2019	USCG-5/19		May Lease Pmt	923.24	923.24
General Journal	05/22/2019	PAY 5/22		Rec 05/22/2019 payroll	-14,700.19	-14,700.19
General Journal	05/22/2019	TAX 5/22		Rec 5/22/2019 payroll Taxes	-6,145.13	-6,145.13
General Journal	05/24/2019	NSF #1135	FISHING DESIRE LLC	Bounced Check# 1135	-1,155.51	-1,155.51
General Journal	05/24/2019	NSF #1135	FISHING DESIRE LLC	Bank service charges for bounced check# 1135	-12.00	-12.00
Bill Pmt -Check	05/09/2019	9187	Kerr's Ace Hardware Inc	Customer#56 Hardware Supplies	-609.57	-609.57
Bill Pmt -Check	05/10/2019	9188	Absolute Golf Carts	Purchase of 2 Golf Carts	-4,999.95	-4,999.95
Bill Pmt -Check	05/10/2019	9189	BI-MART	Account #931481 - BRUSH KILLER & ROUND for Marina Landscaping	-440.92	-440.92
Bill Pmt -Check	05/10/2019	9190	Brookings Glass, Inc.	Screen door repair for Front Office Door	-35.00	-35.00
Bill Pmt -Check	05/10/2019	9191	Brookings Harbor Truck & Auto	20 Foot Container	-4,300.00	-4,300.00
Bill Pmt -Check	05/10/2019	9192	Bullet Rental	Rental of LANDSCAPE LOADER for Middle Jetty Surface wear from Piling Project & entire Marina	-973.00	-973.00
Bill Pmt -Check	05/10/2019	9193	Coos-Curry Electric Cooperative, Inc.	ACCT # 67601 Electrical Services	-8,459.78	-8,459.78
Bill Pmt -Check	05/10/2019	9194	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters	-6,997.87	-6,997.87
Bill Pmt -Check	05/10/2019	9195	EMC-Engineers/Scientists, LLC	Const. of Engineer's Narrative RE February Disaster Declaration	-2,880.00	-2,880.00
Bill Pmt -Check	05/10/2019	9196	Fastenal Industrial Supplies	Customer No.ORBRK0013 CLEATS, WASHERS, BOLTS, NUTS FOR MARINA REPAIR & LIFTING SUPPLIE...	-2,585.11	-2,585.11
Bill Pmt -Check	05/10/2019	9197	Foursom Golf Cars	Purchase of EQ#83713 2019 Club Car Carryall 500 Electric Utility Vehicle	-11,736.60	-11,736.60
Bill Pmt -Check	05/10/2019	9198	Gowman Electric, Inc.	Changed a breaker at Basin 2, O-6	-85.00	-85.00
Bill Pmt -Check	05/10/2019	9199	Harbor Sanitary District	APRIL 2019 Sanitary Bill	-4,672.69	-4,672.69
Bill Pmt -Check	05/10/2019	9200	Harbor Water District P.U.D.	3/20 - 4/20 SERVICE/WATER BILL	-1,219.24	-1,219.24
Bill Pmt -Check	05/10/2019	9201	Kendrick Equipment USA LLC	Shackle to fit lifting blocks EQ#4605 50T Marine Travel Lift	-1,363.70	-1,363.70
Bill Pmt -Check	05/10/2019	9202	Lease Finance Partners	LEASE#0040031070 Beachfront RV Park Digital Cable TV System	-40.00	-40.00
Bill Pmt -Check	05/10/2019	9203	Les Schwab Tire Center	ACCT#24804672 - Repair Flat Tire Rental Tractor	-105.00	-105.00
Bill Pmt -Check	05/10/2019	9204	NAPA Auto Part	ACCT#80285 Auto/Equipment Supplies & Services	-8.62	-8.62
Bill Pmt -Check	05/10/2019	9205	NorthCoast Health Screening	6-PANEL + ALCOHOL URINE DRUG SCREEN - PRE-EMPLOYMENT	-40.00	-40.00
Bill Pmt -Check	05/10/2019	9206	Palm Industries, Inc.	Repair at Whales Tail for water damage & Mold Remediation - remaining amount per estimate	-1,878.16	-1,878.16

**Port of Brookings Harbor
Check Registers**

May 1, 2019 to May 31, 2019

Cash Basis

Type	Date	Num	Name	Memo	Original Amount	Paid Amount
Bill Pmt -Check	05/10/2019	9207	Pump Pipe & Tank Services, LLC	3/12/19-3/28/19-Service Call/Labor - replaced filters - Fuel Dock	-1,120.06	-1,120.06
Bill Pmt -Check	05/10/2019	9208	Roto Rooter	2940-522445-001 Port-A-Potties	-400.00	-400.00
Bill Pmt -Check	05/10/2019	9209	South Coast Knight Security	Patrol for APRIL 2019	-2,000.00	-2,000.00
Bill Pmt -Check	05/10/2019	9210	Ventek International	Annual Dues - Launch Machine	-2,070.00	-2,070.00
Bill Pmt -Check	05/10/2019	9211	Westam Communications	ACCT# 816180 Curry Coastal Pilot	-777.91	-777.91
Bill Pmt -Check	05/10/2019	9212	Xerox Capital Services, LLC	Copier Leases and Maintenance	-1,033.57	-1,033.57
Bill Pmt -Check	05/13/2019	9213	Department of Environmental Quality	Application for New NPDES General Permit 1200-Z	-2,130.00	-2,130.00
Bill Pmt -Check	05/13/2019	9214	Curry Equipment	Complete Service for EQ#3707 Ride-on Lawn Mower	-196.79	-196.79
Bill Pmt -Check	05/13/2019	9215	Del-Cur Supply Co-op	CAP FOR MARINA SEWER ALARM POLE	-2.80	-2.80
Bill Pmt -Check	05/13/2019	9216	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Material	-382.76	-382.76
Bill Pmt -Check	05/13/2019	9217	Spec Dist Assoc of OR- Healthcare	Customer #: 03-0016414 - HEALTHCARE PREMIUM	-5,461.47	-5,461.47
Bill Pmt -Check	05/13/2019	9218	Spec Dist Assoc of OR- Prop & Cas	Policy#31P16414-203 Customer ID: 01-16414 - 2019 PROPERTY & CASUALTY POLICY	-7,008.50	-7,008.50
Check	05/13/2019	9219	Petty Cash	Petty Cash for change	-300.00	-300.00
Bill Pmt -Check	05/16/2019	9220	Harbor Sanitary District	Portable Toilets Permit for RV Park	-10.00	-10.00
Bill Pmt -Check	05/22/2019	9221	bio-MED Testing Services, Inc.	Pre-Employment Testing for 3 applicants	-110.00	-110.00
Bill Pmt -Check	05/22/2019	9222	EMC-Engineers/Scientists, LLC	Grant Work, Review of Piles Project & State FEMA Mtg.	-1,900.00	-1,900.00
Bill Pmt -Check	05/22/2019	9223	Englund Marine Supply	STANDS TO SUPPORT DRY DOCKED VESSELS IN BOATYARD	-1,679.99	-1,679.99
Bill Pmt -Check	05/22/2019	9224	Gowman Electric, Inc.	REPAIR OF STREET LAMP AT BOAT LAUNCH & Changed a breaker at Basin 2, O-6	-176.95	-176.95
Bill Pmt -Check	05/22/2019	9225	In-Motion Graphics and Design, LLC	PORT DECALS (20 COUNT)	-11.00	-11.00
Bill Pmt -Check	05/22/2019	9226	NorthCoast Health Screening	6-PANEL + ALCOHOL URINE DRUG SCREEN - PRE-EMPLOYMENT	-40.00	-40.00
Bill Pmt -Check	05/22/2019	9227	Pape Material Handling	Replaced Fuel Filter (LABOR) EQ#4805 50T Marine Travel Lift & GREASE & LUBE	-441.00	-441.00
Bill Pmt -Check	05/22/2019	9228	Fastenal Industrial Supplies	Customer No.ORBRK0013 Toiletries for Marina & RV Park	-702.07	-702.07
Bill Pmt -Check	05/22/2019	9229	Quill Corporation	ACCT#1932158 Office Supplies	-716.69	-716.69
Bill Pmt -Check	05/22/2019	9230	Roberts & Associates Land Surveying, I...	MARK PROPERTY LINE FOR FENCING COMMERCIAL AREA	-470.00	-470.00
Bill Pmt -Check	05/22/2019	9231	United Rentals	Customer#2683682 REPLACEMENT MIRROR FOR EQ#3710 Genie Reach Forklift	-105.61	-105.61
Bill Pmt -Check	05/22/2019	9232	Kerr's Ace Hardware Inc	Customer#56 Hardware Supplies	-401.77	-401.77
Bill Pmt -Check	05/22/2019	9233	Spec Dist Assoc of OR- Prop & Cas	Policy#31P16414-203 Customer ID: 01-16414 - 2019 PROPERTY & CASUALTY POLICY	-6,308.50	-6,308.50
Total 1002 - General Funds Ckg Umpqua 3634						-190,281.33
1005 - General Fund LGIP 6017						
Check	05/15/2019	EFT	Capital Projects Fund	Bergerson Invoice#219,416 PW319 Basin 1 Piling Project Final Billing	-88,644.95	-88,644.95
General Journal	05/31/2019	PAY #5		Pay No1418543 VP418407 PW319 DR4258 B 1 Piling:PW319 DR4258 B 1 Piling:HMGPMnt#5	50,347.86	50,347.86
General Journal	05/13/2019	TRANS 5/10		Transfer from LGIP General Fund to Umpqua Bank General Fund to pay bills	-27,000.00	-27,000.00
General Journal	05/01/2019	IFA May 19		To transfer to Debt Service funds for 2nd QTR IFA 2019 Pmt	-20,833.00	-20,833.00
General Journal	05/01/2019	USDA May 19		To transfer to USDA Revenue Bond - savings for November 2019 pmt	-10,843.00	-10,843.00
Total 1005 - General Fund LGIP 6017						-96,973.09
1001 - CASH & CASH EQUIVALENTS - Other						
Total 1001 - CASH & CASH EQUIVALENTS - Other						
Total 1001 - CASH & CASH EQUIVALENTS						-287,254.42
1006 - Cash on Hand/Petty Cash						
1008 - Office/Financial Officer						
Check	05/01/2019	Cash	Hobein, Charles	Refund Key/Card Deposit Fee	-20.00	-20.00
Check	05/10/2019	Cash	Henry, Dan & Michelle	Refund of Key Return- Cash	-20.00	-20.00
Check	05/13/2019	Cash	Guerra, Reymundo	Refund of Key Deposit - CASH	-20.00	-20.00
Check	05/20/2019	Cash	Seymour, Danny	REFUND Key/Card Deposit Fee	-20.00	-20.00
Check	05/21/2019	Cash	Laskey, Richard	REFUND Key/Card Deposit Fee	-20.00	-20.00
Check	05/29/2019	Cash	Sapienza, Jack	Cash Refund for Key Return	-20.00	-20.00
Check	05/29/2019	Cash	Thompson, Marshall	Cash Refund for Key Return	-20.00	-20.00
Check	05/13/2019	9219	Petty Cash	Petty Cash for change	300.00	300.00
Total 1008 - Office/Financial Officer						160.00
Total 1006 - Cash on Hand/Petty Cash						160.00
1020 - RESTRICTED - CASH/EQUIVALENTS						
1022 - USDA BOND Umpqua MM 9529						
Total 1022 - USDA BOND Umpqua MM 9529						
1024 - Capital Projects Umpqua 8018						
General Journal	05/31/2019	PAY #5		Pay No1418543 VP418407 PW319 DR4258 B 1 Piling:PW319 DR4258 B 1 Piling:HMGPMnt#5	50,347.86	50,347.86
General Journal	05/31/2019	PAY #5		Pay No1418543 VP418407 PW319 DR4258 B 1 Piling:PW319 DR4258 B 1 Piling:HMGPMnt#5	-50,347.86	-50,347.86
General Journal	05/07/2019	Pay #15		Pay No.1408870 SPWF REQ-15: Port of Brookings L16010 VP070608	14,518.00	14,518.00
General Journal	05/29/2019	USCG-5/19		May Lease Pmt	-923.24	-923.24
Bill Pmt -Check	05/15/2019	235	Bergerson Construction, Inc.	Work Performed through 4/30/2019 Basin 1 Piling Project PW 319	-88,644.95	-88,644.95

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**Port of Brookings Harbor
Check Registers**

May 1, 2019 to May 31, 2019

Cash Basis

Type	Date	Num	Name	Memo	Original Amount	Paid Amount
Check	05/17/2019	236	Harbor Sanitary District	VOID:		
Bill Pmt - Check	05/22/2019	237	EMC-Engineers/Scientists, LLC	Grant Work, Review of Piles Project & State FEMA Mtg.	-270.00	-270.00
Total 1024 - Capital Projects Umpqua 8018						-75,320.19
1028 - Debt Service Umpqua MM 8627						
TELEHANDLER						
Check	05/15/2019	DEBIT	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #15	-1,464.71	-1,464.71
General Journal	05/01/2019	DEBT 5/19		To transfer to Debt Service Fund LGIP for Telehandler Pmt	1,464.71	1,464.71
General Journal	05/23/2019	TRANS 5/23		Merging this sub account with main bank account #8627	-502.15	-502.15
Total TELEHANDLER						-502.15
TRAVEL LIFT						
General Journal	05/01/2019	DEBT 5/19		To transfer to Debt Service Fund LGIP for Travelift Pmt	4,659.00	4,659.00
General Journal	05/23/2019	TRANS 5/23		Merging this sub account with main bank account #8627	-6,659.00	-6,659.00
Total TRAVEL LIFT						-2,000.00
1028.1 - IFA LOAN SAVINGS						
Total 1028.1 - IFA LOAN SAVINGS						
1028 - Debt Service Umpqua MM 8627 - Other						
Check	05/22/2019	DEBIT	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #31 - 50 BFMI Travelift	-4,659.00	-4,659.00
General Journal	05/23/2019	TRANS 5/23		Merging this sub account with main bank account #8627	502.15	502.15
General Journal	05/23/2019	TRANS 5/23		Merging this sub account with main bank account #8627	6,659.00	6,659.00
Total 1028 - Debt Service Umpqua MM 8627 - Other						2,502.15
Total 1028 - Debt Service Umpqua MM 8627						
1030 - Oregon State Treasury LGIP						
1032 - USDA Bond Fund LGIP 6021						
General Journal	05/01/2019	USDA May 19		To transfer to USDA Revenue Bond - savings for November 2019 pmt	10,843.00	10,843.00
Total 1032 - USDA Bond Fund LGIP 6021						10,843.00
1034 - Capital Projects Fund LGIP 6019						
Total 1034 - Capital Projects Fund LGIP 6019						
1036 - Reserve Fund LGIP 6018						
Total 1036 - Reserve Fund LGIP 6018						
1038 - IFA Debt Service Fund LGIP 6020						
IFA LOAN						
Total IFA LOAN						
1038 - IFA Debt Service Fund LGIP 6020 - Other						
General Journal	05/01/2019	IFA May 19		To transfer to Debt Service funds for 2nd QTR IFA 2019 Pmt	20,833.00	20,833.00
Total 1038 - IFA Debt Service Fund LGIP 6020 - Other						20,833.00
Total 1038 - IFA Debt Service Fund LGIP 6020						20,833.00
Total 1030 - Oregon State Treasury LGIP						31,676.00
Total 1020 - RESTRICTED - CASH/EQUIVALENTS						-43,644.19
TOTAL						-330,738.61

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GENERAL MANAGER MONTHLY REPORT

Date: June 18, 2019
Period: May 2019
To: Board of Commissioners
Issued By: Gary Dehlinger, General Manager

Safety & Security

Port of Brookings Harbor safety performance recorded no injuries. Port staff conducts daily, weekly, monthly and quarterly inspections of Port owned facilities.

South Coast Knight Security and Port issued 6 parking violations, 4 no camping, 5 unauthorized visitors (2 trespassed) and 3 unregistered boat trailers on Port properties. May Security Log attached for your review.

Port recorded 9 incidents in May. Vessel Yaznak damaged fingers on F and G Docks. Vessel was not meant to be untied and lost control striking the docks. Repairs costs were submitted to Yaznak insurance company. May Incident Log attached for your review.

Port Office

DEQ 1200-Z general permit was submitted and is under review by DEQ.

Port management conducts weekly meetings to review operations, projects and financials.

New ADP employee timekeeping was implemented this month. New system will allow employees to enter department time changes on their phones. This will reduce staff time filling out timecards and entering time to ADP.

Conducted first emergency response training for Port employees. Training was introduction to Port's Emergency Response Plan. More training will be needed on specific emergency responses.

Completed a round visiting tenants of commercial and retail businesses that were open. Reviewed with organizers of 4th of July and Dog Days of Summer events on parking, security and planning.

Submitted cost estimate of \$25,000 to the District Attorney for the boat yard fence and vessel damage.

FEMA / Natural Hazard Mitigation Plan

Met with FEMA and Curry County Emergency Management to conduct a required Preliminary Damage Assessment for the April 6 severe storm event. This meeting reviewed the IDA with Port Staff and FEMA to determine what damage might be covered or not and estimated costs. The information from this meeting is then taken back to FEMA for review. Final approval is still unknown.

Attend meeting with FEMA in Coquille about applicant briefing for the Public Assistance Program on the Feb 24 severe storm event. This meeting provided information to public agencies on the procedures requesting public assistance from FEMA. FEMA Project Delivery Manager will be contacting the Port in 4 to 6 weeks to conduct onsite damage inventory.

Natural Hazard Mitigation Program (NHMP) Pre-Disaster Mitigation (PDM) Grant 2020 begins October 1.

Federal Channel Dredging - USACE

Met with USACE regarding the dredging of Chetco channel. YAQUINA is scheduled to be here June 17. Bumpers plan to be installed before it arrives on the steel wall. Other items we discussed were Fishing Pier parking lot damage, RV Park seawall construction plan and RV Park conceptual reconfiguration plan. The work was under US Coast Guard and not the USACE that damaged the asphalt. USACE plan to inspect the parking lot and get back to the Port for any repair solutions to the subgrade failure. USACE plan to check on which agency RV Park seawall authority falls under. Dave Harlen and Ted Werth from IFA were also in attendance.

Other Grants

INFRA Grant project awards typically in August. Port submitted projects estimated totals of \$11 million. At this time, no other grants are being sought after.

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
108	05/08/19	SCKS	2 Individuals found Trepasasing	RV Park		(2) Notice of Exclusions Issued
109	05/08/19	SCKS	No Camping	Public Fishing Pier Lot	231HYA	
110	05/09/19	SCKS	No Camping	Port Main Parking Lot	RVR889CY	
111	05/10/19	SCKS	Overnight Parking	RV Park	501CNY	
112	05/13/19	SCKS	No Camping	Boat Ramp Parking Lot	USF968	
113	05/13/19	SCKS	Overnight Parking	Kite Field	PDATSEA	
114	05/21/19	SCKS	Unauthorized Visitor	BC Fisheries Area		Mike Till - was advised to see Travis Webster
115	05/21/19	SCKS	Unauthorized Visitor	Main Retail Restroom		Haley Hutchinson - was advised of Port Operation Hours
116	05/21/19	SCKS	No Camping	Boat Ramp Parking Lot	2CHD440	
117	05/23/19	SCKS	RV arriving in lot outside of posted business hours	Main Parking Lot		
118	05/24/19	SCKS	Overnight Parking	RV Park	843KBB	
119	05/28/19	SCKS	Unauthorized Visitor	Port Main Lot Retail Area		
120	05/28/19	POBH	Unregistered Trailer	Trailer Storage	U513977	Violation 000037
121	05/28/19	POBH	Unregistered Trailer	Trailer Storage	No Plate	Violation 000501
122	05/28/19	POBH	Unregistered Trailer	Trailer Storage	No Plate	Violation 000502
123	05/30/19	SCKS	Overnight Parking	Public Fishing Pier Lot	243JAX	
124	05/30/19	SCKS	Overnight Parking	RV Park	TDL669	

#	Date	Description of Incident	Location	Corrective Actions
36	05/03/19	Possible use of spray paint	FV Artic Warrior	No violation found upon search
37	05/03/19	F/V: Yaznak collided with several docks and slips	Basin 2, Dock F and G	Docks repaired by Incident Response Team, reported to Cal/Ore Insurance
38	05/09/19	Ran over fire pit upon departure	RV Park Site 68	Billed guest for fire pit damage
39	05/13/19	Report of possible unauthorized person inside gated area	Secured Storage area	Reported individual is authorized. He has a key, a boat and pays for storage.
40	05/16/19	Possible break in on FV SharMar	Basin 1, Main Dock	Left voicemail for owner of FV
41	05/23/19	Damaged Fence	RV Park, Site 144-145 (dry camp area)	Damaged fence material removed at this time
42	05/24/19	Report of slip off ramp via email to Port	Unknown	All ramps checked and have traction surface, called for more information
43	05/28/19	Gas line on vessel broken, leaking approx 12-16 oz of gas	Basin 1, F 3	Hauled vessel from water for repairs, spill reported by Travis Webster
44	05/31/19	Vehicle towed by Wes's Towing	Port Parking Lot near Transient Dock area	BMW, OR Plate # ZQC853



HARBORMASTER MONTHLY REPORT

Date: June 18, 2019
Period: May 2019
To: Gary Dehlinger, General Manager
Issued By: Travis Webster, Harbormaster

Operations

- RV Park**

Port staff closed the front driveway so parking spots could be swept and striped. Port staff also put out 2 gangways for beach access for the summer. Standard work orders are still be issued for maintenance items.

Occupancy by Month & Year

May	2018	2019	Change	YTD 2018	YTD 2019	Change
RV Park	30%	26.42%	-3.58%	22.05%	16.94%	-5.11%

- Marina**

Basin 1 – Warning tags continue to be issued throughout the basin for dock violations. New triangles tops for D-Dock were installed along with new numbering for slips.

Basin 2 -Port employees continue to issue warning tags on dock violations in basin 2. We also placed warning stickers on all vehicles without a parking pass. Finger and main dock repairs were made on N Dock and should be re-opened after pile hoop is finished. Work orders continue to be made for small repairs. C dock remains closed. Work order for P dock has started and should be back in operation by mid-June.

Max Capacity – 515 slips

Slips Closed – 15 slips

Available Slips – 500 slips

Moorage Renewals by Month

Total Moorage Rentals

May	2018	2019	Change	YTD 2018	YTD 2019	Change
Recreational	25	52	-8	171	209	38
Commercial	2	5	7			
Transient	9	19	3	25	51	26

Boat Launches Paid through Launch Machine

Boat Launch		276				
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- **Gear & Boat/Trailer Storage**

Inventory was completed of all gear storage, boat storage and trailer storage. Over the next month we will be ensuring that all gear is in its proper spot and that customers are paying for their use.

On May 29th the Port put notices on all boats that are stored around the Green building area to be removed. The Green building area is now going to be considered a demolition area. All boat storages are now full.

- **Commercial Receiving Docks**

Port staff will be doing work in and around all catch basins that receives water that is then discharged back into the basins. We will be cleaning them to and prepping the areas so that safe water sampling can be done. All docks continue to be monitored and inspected for repairs or defects.

Boat Yard

Travel Lift work included 14 boats with various types of maintenance work.
Forklift work included 6 jobs for the commercial fleet.
1 Forklift job for a retail tenant.

Billable Services Performed this Month and Boat Yard Inventory

Description	Hours	Quantity	Working	Abandon
Reachlift (Forklift)	7.5	7		
Travel Lift Haul Ins-Outs		14		
Vessels in Boat Yard			14	9

- **Maintenance Crew**

Maintenance crew completed 82 work orders. Please see attached log for descriptions.

The Port had interviews again for maintenance level 1, were we made 1 additional hire. Our maintenance crew now consists of 2 maintenance level 1, 2 maintenance level 3, 1 maintenance level 4, and 1 Leadman. With our additional workforce we will be able to complete bigger projects and complete the work that we have in a timely fashion.

Abandoned Boats

- | | |
|-------------------------|------------------|
| 1. Sweet Genevieve | 6. Gypsy Lee |
| 2. Katish | 7. Stella |
| 3. 4 play | 8. CF 3862 GH |
| 4. Shelliagh, OR 578ABV | 9. Kanygo 289938 |
| 5. No-Yo | |

WORK ORDERS LOG
Port Of Brookings Harbor
May 2019

Date	Location	Description of Work	Corrective Action	Date Completed	Completed By
5/1/19	RV Park, Site 55	There is a hole/firepit dug into site	Filled in	5/1/19	Shawn
5/1/19	Port Main Parking Lot	Paint Speed Bumps	Painted Yellow	5/1/19	Shawn
5/1/19	Basin 1, C dock	No Water	Water fixed, back on	5/1/19	Shawn
5/1/19	RV Park, Office	Internet in office has been acting up	Frontier called, sending technician	5/1/19	Brent
5/2/19	Basin 1, C 27	Customer wants dock box moved to B2 H8	No Box on B1 C27, notified customer	5/3/19	Shawn
5/1/19	Basin 1, B 22	Boat has bumped into dock box, causing a hole in the box	Took picture, sent to Travis	5/3/19	Shawn
5/3/19	RV Park, Restroom	Piece of wood & wire coming from roof	Taken down	5/3/19	Shawn
5/3/19	Basin 2, F 14	Remove deck rail for customer	Done	5/4/19	Shawn
5/3/19	Basin 2, G 21	Deck Rail, Lines, need to be put on repaired slip	Done	5/4/19	Shawn
5/3/19	Basin 2, H 18-20	Leak at Tee Riser Connection	Leak repaired	5/4/19	Shawn
5/4/19	Basin 2, F & G docks	Install 3 cleats on each finger each side	Cleats installed	5/4/19	Shawn
5/4/19	RV Park, Front Entrance	Sign needs to have "Tent Sites" covered up	Done	5/4/19	Shawn
5/6/19	Boardwalk Mail Services	Door spring not closing the door	Fixed spring, door closes	5/6/19	Brent
5/6/19	RV Park	Fix trash can in shop/install at park	New hinges installed	5/8/19	Sean
5/6/19	RV Park, Site 88A	Sewer pipe is damaged, cap wont go on	New slip cover installed	5/8/19	Sean
5/7/19	Basin 1, A 16	Check to see if empty/occupied	Slip occupied by vessel	5/7/19	Travis
5/7/19	Basin 1, F 11	Triangle not attached	Reattached	5/7/19	Sean
5/7/19	Basin 2, F 19	Need cleat installed rear of boat	Cleats are already there/installed	5/7/19	Sean
5/7/19	Port Trash Areas	Spray / lube all locks	All locks sprayed, and lock replaced at coast guard / kite field trash area	5/7/19	Sean
5/7/19	Trailer Storage Area	Pick up unregistered trailer in space H	Moved trailer to boatyard	5/7/19	Sean
5/8/19	Basin 2, Q 19	Another vessel is using their electric	Made sure all vessels are in proper receptacles	5/8/19	Sean
5/8/19	Port Office	Need harbormaster business cards	Order placed	5/8/19	Travis
5/9/19	Basin 1, G 30/32	No Water	Water fixed, back on	5/9/19	Sean
4/30/19	RV Park	Street light by site 65 isn't working	Spoke with Walt, he will fix it	5/9/19	Brent
5/9/19	Basin 1, F 27	Boat in slip that does not have moorage	Checked boat for Registration # (OR 836 AFV)	5/9/19	Brent
5/10/19	Basin 1, A 16	Check to see if empty/occupied	Slip is vacant	5/10/19	Brent
5/10/19	Basin 2, G 3	Check to see if empty/occupied	Slip is vacant	5/10/19	Brent
5/9/19	Boat Yard - Work Boat	Replace Packing, pick up from Englund Marine	Done	5/9/19	Brent
5/10/19	Port Office	Moved Conex container	Moved to new location	5/10/19	Brent
5/9/19	Boat Launch Restrooms	Men's restroom light is dim	Changed light bulbs	5/10/19	Sean
5/9/19	Basin 1, C 33	Check to see if empty/occupied	Slip is vacant	5/10/19	Shawn
5/9/19	Commercial Double Check A	Remove old wood enclosure	Done	5/10/19	Shawn
5/9/19	Retail Area & Boat Launch	Locks on trash cans won't open	Replaced locks on all cans	5/10/19	Shawn
5/10/19	Port Office	Build shelves - new Conex container	Ordered shelving from cisco-eagle.com	5/13/19	Danielle
5/10/19	Boat Launch Ramp	West light pole stays on constantly	Repaired by Gowman	5/13/19	Travis
5/10/19	Basin 1 E through G	Clean signs at ramp gate. Remove electrical sign. Install moorage sign. Replace spill sign.	Removed old signs. New signs are on order. Will replace once new signs are received.	5/13/19	Travis
5/10/19	Basin 1, Transient Dock	Clean signs at ramp gate. Install moorage sign. Replace no-wake sign.	Could not find any no wake signs.	5/14/19	Shawn
5/13/19	Departing Slips	Check to see if empty/occupied	Slip is vacant	5/14/19	Shawn
5/10/19	Basin 1, Transient Dock	Replace pile hoops on all piles	Done	5/14/19	Shawn
5/13/19	RV Park	Move remaining fire pits to park	Moved	5/14/19	Brent
5/14/19	Boat Yard	Add weights to travel lift slings	Done	5/14/19	Brent
5/14/19	Boat Yard	Put new shackles on travel lift	Done	5/15/19	Travis
5/14/19	Pump house area	Weeds need to be cut back from road	Done	5/15/19	Shawn
5/10/19	Basin 1 A through G	Install dock letters on new piles	New dock letters signs on order	5/15/19	Danielle
5/15/19	Gear Storage Area	Move old pallets into dumpster	Done	5/16/19	Brent
5/9/19	RV Park	Weeds and grass need landscaping	Done	5/16/19	Sean & Shawn
5/10/19	Port Office	Move Desk, rehang wall files, reattach small counter top	Done	5/17/19	Shawn
5/18/19	BC Fisheries Area	Weeds need to be cut down/pulled	Done	5/18/19	Shawn
5/18/19	Basin 1, C 18	Move Dock box per customer	Done	5/18/19	Shawn

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WORK ORDERS LOG
Port Of Brookings Harbor
May 2019 (continued)

Date	Location	Description of Work	Corrective Action	Date Completed	Completed By
5/18/19	Retail Area - JSloane Salon	Broken ceiling tile at entrance	Replaced ceiling tile	5/18/19	Shawn
5/20/19	Gear Storage Area	Dispose of abandoned pallets	Done	5/20/19	Brent
5/13/19	Basin 1, C 13	Customer requests 2 more cleats	Cleats installed	5/21/19	Sean & Shawn
5/21/19	RV Park, Site 66	30 AMP plug is melted / corroded	Called Gowman Electric to replace	5/21/19	Brent
5/21/19	Retail Area - Kathy's Market	Door not closing properly	Repaired latch, replaced knob	5/21/19	Brent
5/21/19	Basin 1, Transient Dock	Clean sign at guest gock	Done	5/21/19	Shawn
5/21/19	RV Park	Speed limit signs need to be replaced	Done	5/21/19	Shawn
5/21/19	RV Park, Site 69	Cable connection came out of ground	Spliced and added new adapter	5/22/19	Brent
5/22/19	Suite 202/Meeting Room	Make copies of Master Key	Made 3 copies, Anchor Lock & Key	5/23/19	Brent
5/21/19	Retail, Whales Tail Candy	Air Conditioner not working	Replaced bad motor	5/24/19	Brent
5/21/19	Basin 1, B 1	Moorage holder reports no electricity	Moved to a new slip	5/28/19	Dianna
5/24/19	Retail Area Sidwalk	Replace worn out American flag	Raised new flag, turned on lights	5/24/19	Brent
5/24/19	Basin 1, A 7	Broken cleat	Replaced stern cleat	5/24/19	Brent
5/24/19	Retail Area Restrooms	Auto-Faucets not turning off	Replaced 2 faucets, adjusted water pressure on both sides	5/24/19	Brent
5/24/19	RV Park, Site 85	Cable not working	Customer was plugged in to 84	5/28/19	Brent
5/28/19	Port Shop	Create tool kits for golf carts	All carts equipped with new tool kits	5/28/19	Brent
5/29/19	Basin 2, Men's Restroom	Toilet leaking and plugged	Found bandana and concrete in sewer	5/29/19	Brent
5/29/19	Port Website	Forecast Tab not working	Informed Dianna that it is out our website so we cannot fix it	5/29/19	Danielle
5/29/19	Basin 1, various slips	Check to see if empty/occupied	All listed slips are vacant	5/29/19	Shawn
5/3/19	RV Park	Front Road needs to be restriped	Swept and restriped parking spaces and road way arrows	5/29/19	Port Maintenance Team and 5R Excavation
5/30/19	Basin 1, B Ramp	Replace signs	All signs attached as indicated	5/30/19	Brent
5/30/19	Basin 2, Men's Restroom	Toilet still leaking	Lubricated gaskets, replaced O-ring	5/30/19	Brent
5/20/19	Retail Area - Kathy's Market	Storage Room door won't stay latched	Handle repaired to latch properly	5/30/19	Brent
5/23/19	Basin 1, C dock	Floating piling at end of dock	Removed piling	5/30/19	Travis
5/29/19	Basin 1, C 20	Moorage holder requesting cleat	Cleat installed	5/30/19	Sean
5/29/19	RV Park, Site 65	Water faucet stripped	New hose bib installed	5/30/19	Sean
5/24/19	Basin 1, between G 2 and 4	Water leaking from spigot connection	Retaped threads at connection	5/30/19	Sean
5/31/19	RV Park, Site 16 and 74	Large piles of dirt left from street swee	5R construction called to remove debris	5/31/19	Travis
5/31/19	Basin 1, F 3	Check to see if empty/occupied	Slip is vacant	5/31/19	Shawn
5/31/19	Port Shop / Storage	Need count of "No Fireworks" signs	47 signs counted	5/31/19	Shawn
5/31/19	Basin 2, and Port curbs	Need landscaping done	Landscaping done (Keith)	5/31/19	Brent
5/31/19	City	Pick up trash cans from city	Picked up and put in Port Shop	5/31/19	Travis
5/31/19	Port Bathrooms	Check toilet paper dispensers	Done	5/31/19	Brent

ACTION ITEM – A

DATE: June 18, 2019
RE: Righetti Property
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Ron Righetti requested to be on the agenda to address commissioners regarding property.

DOCUMENTS

- None

COMMISSIONERS ACTION

- **Recommended Motion:**

ACTION ITEM – B

DATE: June 18, 2019
RE: Kathy's Corner Market Lease
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port received a letter on April 25, 2019 that the business will be sold to Vicky Fike on June 30, 2019. Scott believes the sell will go through by May 30, 2019.
- The current lease with the Port ends May 30, 2019.
- Draft lease was reviewed and approved by Port Counsel.

DOCUMENTS

- Letter from Kathy's Corner Market, Scott Mathey, 1 page
- Kathy's Corner Market Lease, 16 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve the lease with Kathy's Corner Market with the new owner of the business for three years with option of additional three years for the retail space at 16340 Lower Harbor Road suite 104 and portion of suite 103.

Date: 4-25-2019

To: Port of Brookings Harbor

From: Scott Mathey D.B.A. Kathy's Corner Market Suit 104

Re: Sale of Kathy's Corner Market to Vicky Fike

I am selling Kathy's Corner Market to Vicky Fike on June- 30- 2019. I want to thank Gary Dehlinger and his staff at the port of Brookings for the years of friendly cooperation. He has been a pleasure to work with. Kathy's corner celebrated our 9th year in business as of March 3rd 2019.

Vicky Fike is the current manager of Kathy's Corner. She is a very competent associate and manager of the business.

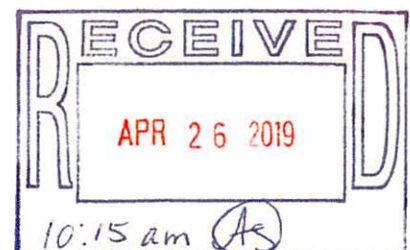
My Thanks to all of you

Scott D. Mathey

RECEIVED

APR 26 2019

PM *Q* HM *JW*
MA _____ FO _____



**COMMERCIAL LEASE AGREEMENT
KATHY'S CORNER MARKET**

This lease is made and entered into at Brookings, Oregon, effective the 1st day of June, 2019, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and **Vicky Fike dba Kathy's Corner Market** (hereinafter referred to as "Tenant").

1. **Leased Premises.** Landlord hereby leases to Tenant the following described property located in the Port of Brookings Harbor on the terms and conditions stated herein:
 - a. Landlord hereby leases to Tenant approximately 806 square-feet of building, (the Leased Premises, as described in in Exhibit "A" & "B"), located at 16340 Lower Harbor Road Space #104, Brookings, Oregon.

2. **Lease Term and Base Rental Rate.**
 - a. **Initial Term.** The initial term of this lease is three (3) years commencing June 1, 2019 and continuing through May 31, 2022.

 - b. **Base Rental Rate.** The base rental rate for the Leased Premises shall be Eight Hundred Ninety-Seven and 24/100 Dollars (\$897.24) per month, as calculated below, payable on the first day of each month commencing June 1, 2019. The base rental rate is the combined rate of:
 1. The building consisting of 806 square feet of property at \$1.12 per square foot per month, for a total of Eight Hundred Ninety-Seven and 24/100 Dollars (\$897.24) per month.

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

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

3. **Base Rent Payment.**

a. **Annual Adjustment.** Tenant must pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset. The base rent will increase annually, on each anniversary of the lease commencement for the second and each subsequent year, according to the Consumer Price Index for All Urban Consumers (CPI-U). The base rent increase will be for the total amount of the base rent due. Base rent includes all prior percentage increases. In the event that the CPI-U is negative, the base rent will remain the same, it will not increase or decrease.

b. **Proration.** Rent for any partial month during the lease term will be prorated to reflect the number of days during the month that Tenant actually occupied the Leased Premises.

c. **Additional Rent.** Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the initial lease term, a new base rent will be established.

d. **Fees and Charges.** Should any rent or other payment required of Tenant by this lease not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event any suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney's fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any returned payment.

4. **Lease Consideration/Security Deposit.** Upon execution of the lease, Tenant's base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in a sum equal to one month's base rent. Landlord may apply the security deposit to pay the cost of performing any obligation that Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant must on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by

Tenant, the security deposit will be returned to Tenant upon termination of this lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.

5. **Use.** Tenant may use the Leased Premises for retail and for no other purpose without Landlord's written consent. In connection with its use of the Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.
6. **Equipment.** Tenant may install in the Leased Premises only such equipment as is customary for the intended *use* and must not overload the floors or electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises, without the prior written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant will remain Tenant's property and must be installed and operated at Tenant's expense. Any air conditioning required because of heat generating equipment or special lighting installed by Tenant must also be installed and operated at Tenant's expense.
7. **Sign.** No signs, awnings, antennas, or other apparatus may be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord's prior written approval as to design, size, location, and color. All signs installed by Tenant must comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware must be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.
8. **Utilities and Services.** Landlord will furnish all utilities up to the Leased Premises and Tenant will be directly responsible for any and all electrical charges or fees for electrical service and must make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Tenant must also make the necessary arrangements to have a meter installed in the name of Tenant for billing purposes. Water and Sewer usage will be billed separately. Tenant must comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Unless caused by Landlord's negligence or intentional act, the interruption, limitation, curtailment, or rationing of services or utilities may not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises,

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

9. Maintenance and Repair – Tenant's Obligations

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

deterioration of the Leased Premises will not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. Tenant shall leave the air-lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing which were on the Leased Premises prior to the commencement of the lease, in good operating condition.

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

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

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

12. Indemnity.

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

b. Except as otherwise stated herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Leased Premises arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers, employees, invitees, licensees or agents. Tenant must defend, indemnify and hold Landlord harmless from any and all claims or liability for damage to any property or injury, illness, or death of any person (a) occurring in or on the Leased Premises or any part thereof arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers, employees, invitees, licensees or agents; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death was caused by the act, negligence, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees. Except as otherwise stated herein, Landlord will have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph will survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

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

- a. **General Liability.** Tenant must carry commercial general liability insurance at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Property.** Tenant must carry property insurance against all risk of loss to any tenant improvement or betterments, at full replacement cost with no coinsurance penalty provision.
- c. **Workers' Compensation.** If Tenant has employees, Tenant must carry workers' compensation insurance as required by State law and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury or disease.
- d. **Excess Coverage.** If Tenant maintains broader coverage and/or higher limits than the minimums shown above, Landlord will be entitled to the broader coverage and/or the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to Landlord.

- e. **Additional Insureds.** The Port of Brookings Harbor, its officers, officials, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provide in the form of an endorsement of the lessee's insurance (at least as broad as ISO Form CG 20 10).
- f. **Certificates of Coverage.** Tenant must furnish certificates of insurance to Port's General Manager, P.O. Box 848, Brookings, Oregon 97415 certifying the existence of such insurance no later than five (5) days prior to commencement of this lease. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or limits or not renewed without fourteen (14) days advance written notice to the Landlord and Landlord's agent, if any, and a renewal certificate must be furnished at least 14 days prior to the expiration of any policy.
- g. **Primary Insurance.** The insurance required herein will be primary and without right of contribution from other insurance that may be in effect and without subordination. Any other insurance carried by the Landlord is excess. The insurance policies must be underwritten by a company licensed in the state of Oregon, and carry a minimum Best's rating of "A-VI" or better.
- h. **Lapse of Policy.** If Tenant's policies lapse or are canceled at any time during the term of this Contract, Landlord will have the right to immediately terminate Tenant's lease until such insurance requirements have been fully satisfied by Tenant. Tenant will be responsible to Landlord, and must reimburse and hold Landlord harmless for any bodily injury, fire or property damage not covered by Tenant's insurance.

14. **Exemption of Landlord from Liability**

Tenant hereby agrees that Landlord will not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Leased Premises or the Port, nor will Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Leased Premises or upon other premises of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord will not be liable for any damages arising from any act or

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

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

that Tenant may not assign its interest under this lease or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision applies to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment may relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting may be deemed consent to any further assignment or subletting. Landlord may not unreasonably withhold or delay its consent to any assignment, or to subletting, accepting that the proposed Tenant has been approved by Landlord in writing. Tenant will pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney's fees.

19. Default.

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

20. **Remedies for Default.** In case of default as described in Section 19 above, Landlord will have the right to the following remedies, which are intended to be cumulative and in addition to any other remedies provided under applicable law.
- a. Landlord may terminate the lease and reenter, retake possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Following such retaking of possession, efforts by Landlord to relet the Leased Premises will be sufficient if Landlord follows its usual procedures for finding tenants for the Leased Premises at rates not less than the current rates for other comparable space on Port property. If Landlord has other vacant space available, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages to loss of rentals from Tenant.
 - b. Landlord may recover all damages caused by Tenant's default, which include an amount equal to rent lost because of the default and all attorney's fees and costs. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages will bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable through the remaining term of the lease. Such damages will be measured by the difference between the rent under this lease and the reasonable rental value of the Leased Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.
 - c. Landlord may make any payment or perform any obligation that Tenant has failed to perform, in which case Landlord will be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord will not waive Tenant's default.
21. **Regulations.** Landlord will have the right (but not the obligation) to make, revise, and enforce commercially reasonable regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Landlord, provided that if Landlord passes a regulation or policy that interferes with Tenant's quiet enjoyment or unreasonably interferes with Tenant's use of the Leased Premises, then Tenant may terminate this lease. All such regulations and policies must be complied with as if part of this lease.

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

whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.

27. **Attorney's Fees.** In the event, any action, suit, or other proceeding is instituted by either party to this lease to enforce any provision of this lease or any matter arising therefrom or to interpret any provision of this lease, the prevailing party will be entitled to an award of reasonable attorney's fees and costs of suit, including expert witness fees. In the event, any such action, suit, or other proceeding is appealed to any higher court or courts, the prevailing party will be entitled to an award of reasonable attorney's fees and costs for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney's fees and costs in the lower court, or courts.
28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this lease, Tenant is entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord will have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.
29. **Complete Agreement.** This lease and the attached exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.
30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease may not be deemed a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
31. **Real Property Taxes.**
 - a. **Payment of Taxes.** Tenant must pay all real and personal real property taxes, if any, applicable to Tenant's portion of the use and possession of the Leased Premises.
 - b. **Additional Improvements.** Tenant will be responsible for paying any increase in real property tax specified in the Tax Assessor's records and work sheets caused by additional improvements

placed upon the Leased Premises by Tenant or by Landlord for use by Tenant.

- c. **Definition of “Real Property Tax”.** As used herein, the term “real property tax” includes any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.

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

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

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

- 35. **No Warranties.** The Leased Premises are leased “as-is” and in their current condition as of the first day of the lease term. No warranties, express or implied, are provided by Landlord regarding the condition or fitness for purpose of the Leased Premises.

- 36. **Parking.** Landlord does not assign any specific parking spaces to Tenant under this lease. Tenant and Tenant’s employees and invitees are permitted to use any un-restricted Port public parking areas.

- 37. **Headings.** The headings in this lease are for the convenience of the parties only and are not to be used in the interpretation of its provisions.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

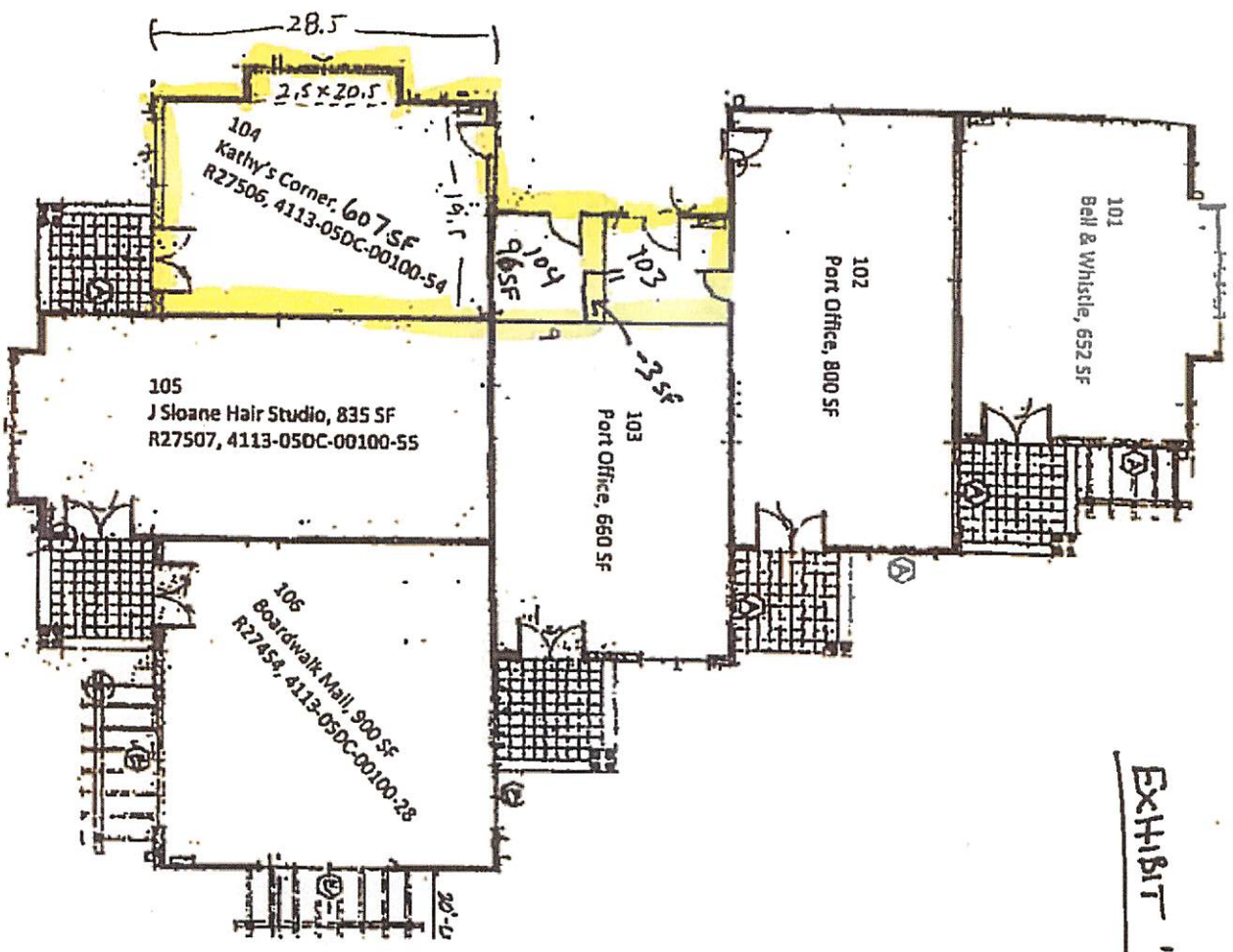
IN WITNESS, WHEREOF, the duly authorized representatives of the parties have executed this lease as of the last date written below.

PORT OF BROOKINGS-HARBOR, Landlord	KATHY'S CORNER MARKET Tenant
Dated: _____	Dated: _____
By: _____ Board Chairman Roy Davis	By: _____
ATTEST: _____ Board Secretary Joe Speir	Name: Vicky Fike Its: Owner
Mailing Address: P.O. Box 848 Brookings, OR 97415	Mailing Address:
Phone: 541-469-2218 Fax: 541-359-3999	Phone: Fax :



EXHIBIT "A"

EXHIBIT "B"



Building 1
16340 Lower Harbor Road

ACTION ITEM – C

DATE: June 18, 2019
RE: CPA Service Agreement
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Fiscal Year Port audits must be reviewed by Certified Public Accountant (CPA) and approved by the Board, then submitted to State of Oregon by December 31st of every year.
- Port should secure CPA earlier in the calendar year to avoid reporting late to the State of Oregon.

DOCUMENTS

- CPA Service Agreement, 4 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to accept CPA Audit Engagement Letter for the Fiscal Year 2018-2019 as presented.

C. J. Huntsman, CPA, P.C.

Constance J. Huntsman
Certified Public Accountant
Connie.cpa@charter.net

P.O. Box 569
Coos Bay, OR 97420
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www.cjhcpaoregon.com

Memberships
American Institute of CPA's
Oregon Society of CPA's

AUDIT ENGAGEMENT LETTER

June 10, 2019

To the Board of Commissioners and Port Manager

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

I am pleased to confirm my understanding of the services I am to provide the Port of Brookings Harbor for the year ended June 30, 2019. I will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Port of Brookings Harbor as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement an entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. By definition, RSI is applicable solely financial statements prepared in conformity with generally accepted accounting principles (GAAP). The Port of Brookings Harbor uses the modified cash basis of accounting to report its financial operations which differs from GAAP. Accordingly, the Port of Brookings Harbor supplements its basic financial statements with supplementary and other information.

I have been engaged to report on supplementary information that accompanies the Port of Brookings Harbor's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and I will provide an opinion on it in relation to the financial statements as a whole, in a report combined with my auditor's report on the financial statements:

- Schedule of Property Tax Transactions – Modified Cash Basis
- Schedule of Long-Term Debt Principal and Interest Transactions
- Schedules of Future Cash Requirements for Payment of Long-Term Debt
 - Revenue Bond Series 2000
 - Combined IFA Notes Payable
 - Notes Payable

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in my audit of the financial statements, and my auditor's report will not provide an opinion or any assurance on that other information.

- Transmittal Letter
- Elected Board of Commissioners
- Administration
- Port Organizational Chart
- Port Geographic Boundaries
- Port Pictures

Audit Objective

The objective of my audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in accordance with the modified cash basis of accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. My audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures I consider necessary to enable me to express such opinions. I will issue a written report upon completion of my audit of the Port of Brookings Harbor's financial statements. My report will be addressed to the Board of Commissioners of the Port of Brookings Harbor. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed opinions, I may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to my attention. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

My audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the Port of Brookings Harbor's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance, and I will not express such an opinion.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in accordance with the modified cash basis of accounting.

You are responsible for including all informative disclosures that are appropriate for the modified cash basis of accounting. Those disclosures will include (1) a description of the modified cash basis of accounting, including a summary of significant accounting policies, and how the modified cash basis of accounting differs from generally accepted accounting principles (GAAP); (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is also responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that I may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in accordance with the modified cash basis of accounting. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to me in the representation letter that (1) you are responsible for presentation of the supplementary information in conformity with the modified cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in conformity with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services I may provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

I may from time to time and depending on the circumstances, use third-party service providers in serving your account. I may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure

confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers.

I understand that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any documents selected by me for testing.

The audit documentation for this engagement is the property of C. J. Huntsman, CPA, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oregon Secretary of State, or its designee. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of C. J. Huntsman, CPA, P.C. personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the Oregon Secretary of State or its designee. The Oregon Secretary of State or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

I expect to begin my audit on approximately July 31, 2019 and to issue my reports no later than December 30, 2019. As a sole practitioner, I am responsible for supervising the engagement and signing the report.

My fee for these audit services will be a standard flat rate of \$10,000. My invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with my firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate me for all time expended through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

Assisting in the preparation of the financial statements of the Port of Brookings Harbor in accordance with the modified cash basis method of accounting is not included in the audit services fee as presented above.

I appreciate the opportunity to be of service to the Port of Brookings Harbor and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign a copy of this letter and return it to me.

Very truly yours,

Constance J. Huntsman, CPA

Constance J. Huntsman, CPA
C. J. Huntsman, CPA, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the Port of Brookings Harbor.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

ACTION ITEM – D

DATE: June 18, 2019
RE: Resolution to Adopt FY Budget 2019-20
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Budget Committee approved the proposed Fiscal Year Budget 2019-20 as presented during the public meeting on May 14, 2019.
- Budget Committee approved the tax rate of 0.1316 per \$1,000.00 upon the assessed value of all taxable property within the district for the tax year 2019-20 for operating purposes in the General Fund during the public meeting on May 14, 2019.
- Board of Commissioners will hold a budget hearing to listen to citizens testimony on the approved budget on June 18, 2019.

DOCUMENTS

- Budget Calendar, 1 page
- Draft Resolution No. 525 Adopting FY 2019-20 Budget, 1 pages

COMMISSIONER ACTION

- **Recommended Action:**
Motion to approve Resolution No. 525 Adopting FY 2019-20 Budget.

PORT OF BROOKINGS HARBOR

BUDGET CALENDAR 2019-20

- | | |
|---|--------------------------------------|
| 1. Appoint Budget Officer | February 19 (Tues Reg Meeting) |
| 2. Appoint Budget Committee (BC) | March 19 (Tues Reg Meeting) |
| 3. Prepare Proposed Budget | April 17 |
| 4. Publish 1 st Notice of BC Meeting | April 17 |
| 5. Publish 2 nd Notice of BC Meeting | April 24 |
| 6. BC meeting & Subsequent Meetings if needed | May 14 (Tuesday 3pm Special Meeting) |
| 7. Publish Notice of Budget Hearing | June 12 |
| 8. Hold Budget Hearing | June 18 (Tues Reg Meeting) |
| 9. Enact Resolutions to adopt, etc. | June 18 (Tues Reg Meeting) |
| 10. Submit Tax Certification Documents | by July 15 |
| 11. Send Copy of all Budget Documents to County Clerk | by July 15 |

RESOLUTION No. 525
RESOLUTION ADOPTING THE BUDGET

DRAFT

BE IT RESOLVED that the Board of Directors of the Port of Brookings Harbor hereby adopts the budget for fiscal year 2019-2020 in the total amount of \$3,853,840. This budget is now on file at 16330 Lower Harbor Road in Brookings, Oregon.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2018, for the following purposes:

<u>General Fund</u>		<u>Debt Service Fund</u>	
<u>Port Operations</u>		<u>Debt Service</u>	
Personnel Services	\$801,726	Principal	\$348,869
Materials & Services.....	1,471,757	Interest	15,479
Capital Outlay.....	115,000	Total Debt Service	364,348
Total Port Operations.....	2,388,483		
Not Allocated to General Port Operating Fund		<u>USDA Revenue Bond Fund</u>	
		<u>Debt Service</u>	
Transfers Out.....	\$618,868	Principal	\$72,487
Contingency.....	10,149	Interest	57,633
Subtotal.....	629,017	Total Debt Service	\$130,120
		<u>Capital Projects Fund</u>	
Total Appropriations	3,017,500	<u>Capital Outlay</u>	\$4,785
		<u>Reserve Fund</u>	
		<u>Capital Outlay</u>	\$0
		Total APPROPRIATIONS, All Funds	\$3,516,753
		Total Unappropriated and Reserve Amounts, All Funds	337,087
		TOTAL ADOPTED BUDGET	\$3,853,840

RESOLUTION IMPOSING THE TAX

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2019-2020:

(1) In the amount at the rate of \$0.1316 per \$1000 of assessed value for permanent rate tax;

RESOLUTION CATEGORIZING THE TAX

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

Subject to the General Government Limitation

Permanent Rate Tax.....\$ 0.1316/\$1,000

Excluded from Limitation

APPROVED BY THE BUDGET COMMITTEE on May 14, 2019
AND ADOPTED BY THE BOARD OF COMMISSIONERS on June 18, 2019

ATTEST:

X _____
Roy C. Davis, Chairman

X _____
Ken Range, Treasurer

ACTION ITEM – E

DATE: June 18, 2019
RE: Live-aboard Policy
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port currently has four paying and authorized live-aboards. One live-aboard in Basin 1 and three live-aboards in Basin 2.
- Port Staff believes eleven (11) other vessels have live-aboards that are not paying and not authorized to be a live-aboard by the Port.
- Port of Brookings Harbor does not have a Live-aboard Policy. Port used a Live-aboard Authorization Form in the past. Three of the four current paying live-aboards have completed the form.
- If the Board of Commissioners desire to continue allowing live-aboards in the marina, then a Live-aboard Policy is needed for Port Staff and live-aboards to follow.
- Live-aboard Policy was reviewed by Port Counsel.

DOCUMENTS

- Live-aboard Policy, 6 pages

COMMISSIONER ACTION

- **Recommended Action:**
Motion to approve Port of Brookings Harbor Live-aboard Policy. Live-aboard policy to begin once Ordinance No. 23 takes effect.



LIVE-ABOARD APPLICATION AND AUTHORIZATION

Slip No.: _____ Moorage License Terms: _____ to _____

(Term of Authorization for Live-aboard Use)

Name of Moorage Licensee: _____ Owner
 Operator

Boat Name: _____ Doc/Registration No.: _____

Names of all persons who will be living aboard this vessel, also noting the relationship to the vessel owner:

Name: _____	Mailing Address: _____
Relationship: _____	Phone Number: _____
Name: _____	Mailing Address: _____
Relationship: _____	Phone Number: _____

License of vehicle that will be parked on Port property: _____ Permit #: _____

License #: _____ Year/Make/Model: _____ Color: _____

Select the type of marine sanitation devices that is used aboard your vessel:

Port-a-potty Type I MSD Type II MSD Type III MSD Other: _____

MSD tank capacity: _____ Holding tank capacity: _____

Complete and sign registration on reverse side. Not valid for live-aboard authority until signed by the Port Manager.

Completed by Harbormaster - Inspection Date: _____ Signature: _____

Harbormaster recommendation: Yes / No

Reason if No: _____

PORT OF BROOKINGS HARBOR

LIVE-ABOARD APPLICATION AND AUTHORIZATION

According to the Clean Water Act, vessels are prohibited from discharging any sewage, whether treated by an MSD or not, into freshwater rivers. Sewage discharges have potentially wide-ranging impacts on all aquatic environments. The discharge of holding tanks within the marina is prohibited at all times. Vessel pump out stations are located at the Fuel Station and Sport Transient Dock.

Live-aboards will be given a Discharge Monitoring Report to use during the term of their authorized stay. It is the live-aboard's responsibility to report the vessel pump out activity to the Port Office by the first of every month. A complete Discharge Monitoring Report needs to be submitted at the end of the live-aboard's authorized stay in order for renewal to be considered. Failure to comply with submitting the Discharge Monitoring Report will result in the termination of this authorization.

In consideration of the attached rules and regulations, and in accordance with the Port of Brookings Harbor ordinances and policies, the undersigned agree(s) as follows:

- In addition to annual moorage, I will be charged a live-aboard fee of \$75.00 per month per person.
- Port personnel will determine if my vessel is properly equipped to be eligible for live-aboard status including the use of proper marine sanitation devices.
- I will not rent or sub-license my boat. Only the persons named on this application will reside aboard this vessel.
- I agree to enhance Port security and advise Port personnel of possible violations.
- I will conform to all laws, statutes or ordinances pertaining to the discharge of any waste on the water.
- My vessel must be capable of leaving the harbor under its own power, and the method of power must be that of a standard type of machinery typically used on said vessel as main propulsion.
- I understand that the Port of Brookings Harbor does not guarantee the provision or condition of water, electricity, or other services.
- Marine dye will be added to all holding tanks while live-aboard vessel is moored in the Port.
- Inspections will be performed by an independent recognized Marine Tradesman semiannually, at the cost of the vessel owner.
- Any pollution violation is cause for immediate termination of live-aboard status. In addition, all violators will be prosecuted.
- I understand that live-aboard authorization may be terminated by either party with a ten (10) day written notice. I understand and agree that this application and authorization are a use authorization under my agreement to moor the vessel. I further understand and agree that this document is not a residential lease agreement for the lease of a residence or residence space, and the residential landlord-tenant relationship is not intended to apply to the parties.
- All live-aboard terms, rules and regulations are subject to change without notice.

Living aboard does not create residential tenancy and is not permitted without live-aboard authorization signed by the Port Manager. **This application is nontransferable.**

Vessel Owner Signature: _____

Date: _____

Print Name: _____

Port Manager Authorization: _____

Date: _____

Board of Commissioners Approval
Date _____
Resolution No. _____

**PORT OF BROOKINGS HARBOR
LIVE-ABOARD POLICY**

Live-aboard status is considered a privilege and is granted to Port of Brookings Harbor moorage customers as a revocable license. Live-aboard tenants provide an important service to the marina; serving as neighbors that promote safety and security for all boaters. As such, the Port has an important responsibility to assure live-aboard residents set a good example for other tenants and guests. Therefore, the application for live-aboard status is carefully considered and can be revoked, when necessary, if it is deemed necessary for the enjoyment of all boaters and for a safe secure marina.

Live-aboard eligibility does not insure residency at the Port of Brookings Harbor Marina may continue nor does it create a landlord-tenant relationship between the Port and the live-aboard customer. It is the responsibility of the live-aboard, not the Port, to comply with any applicable regulations of any agency with jurisdiction. Recognition by the Port in this policy does not alter the live-aboard’s responsibility nor create an obligation on the Port to make changes or incur obligations to allow live-aboard’s continued residency.

Live-aboard vessels are to be dispersed throughout the marinas based upon the overall safety and security of the entire Port of Brookings Harbor facility and provide support to the marina and boater security.

Definitions

“Live-aboard” for the purpose of this policy is defined as any moorage customer who maintains a boat or vessel as a dwelling for more than 3 days in any 7-day period. Live-aboard is also defined in Port Ordinance No. 1-1998 as any person sleeping overnight, preparing food, or any other activity normally connected with temporary or permanent lodging. The use of the term “live-aboard” in this policy is meant to be consistent with the definition in the Port Ordinance Section 1.9, Live-aboard.

“Dwelling” means a boat or vessel that has sleeping, cooking and/or plumbing fixtures fit for human occupancy and that is used for a temporary residential purpose.

Terms – Conditions - Eligibility

The Port of Brookings Harbor shall permit a limited number of people the privileged of living aboard their vessels in the Port of Brookings Harbor operated marinas as a use subordinate to the Moorage Agreement. The Port of Brookings Harbor may limit the number of vessels that have live-aboards within its marinas to a number which can be reasonably sustained by the marina facilities and which do not conflict with its berthing objectives.

The Port of Brookings Harbor marinas were designed for berthing commercial and recreational boats, not as a living facility. The Port of Brookings Harbor therefore allows live-aboards as an exception to the first objective for the marinas, and it is considered a privilege. The Port reserves the right to deny, suspend or cancel this privilege at will, if in the opinion of the Port Manager, live-aboards interfere with the primary objectives of the marina, individually or in the marina as a whole.

Written Agreement- All customers seeking to obtain liveaboard privileges must fill out and sign a written live-aboard application at the Port Office. The live-aboard authorization must be renewed on an annual basis. All required documents showing proof of liability insurance and proof of vessel registration/ownership must be supplied along with the application for consideration prior to approval of any application. Live-aboards are required to have a “Live-aboard Application and Authorization” on file in the Port Office. This authorization shall be kept current and run concurrently with the moorage agreement. Liveaboard authorizations are subordinate to and terminate upon the termination of the moorage agreement. Live-aboard authorizations will also terminate with sale of the vessel. If a new boat is purchased that replaces the boat registered under the live-aboard authorization, a new liveaboard authorization must be obtained. No subleasing of live-aboard authorizations is allowed. The failure to register for live-aboard use may result in termination of the moorage agreement.

Background Check - An applicant for live-aboard privileges may be subject to credit and/or criminal background checks at their expense. Existing live-aboard tenants may be subject to annual credit/criminal background checks at the Port’s discretion if deemed by the Port to be necessary.

Board of Commissioners Approval
Date _____
Resolution No. _____

Policies - All customers must agree and adhere to the Port of Brookings Harbor live-aboard policy as well as all items referenced in the Port Ordinance document regarding parking, noise ordinances, and conduct. Any illegal activities committed by live-aboards and/or their guests may cause live-aboard privileges to be revoked.

Inspections - The Port may regularly inspect and document the use of vessels with live-aboards to verify compliance with all Port policies.

Number of Liveaboards per vessel - The Port Manager may limit the number of registered live-aboards on any one vessel. Only legal owners and identified family members residing with them, or operators or crew members designated by the legal owners, may register to live-aboard vessels. All persons authorized to live-aboard must be identified by name and relationship to vessel owner. No minor may be a registered live-aboard without his/her parent/legal guardian being a registered live-aboard on the same vessel.

BMP's - All live-aboard customers must comply with marina Best Management Practices (BMP's); including, but not limited to, the proper handling and disposal of fuel, oil, chemicals, hazardous waste, grey water and other solid waste. Garbage services are included with the applicant's Moorage Agreement exclusively for waste generated in the normal use of the vessel. The Port does not offer waste pick-up or removal from vessels or finger floats. Live-aboard customers are responsible for disposing of waste in the provided dumpsters.

Waste - The Port acknowledges that a Live-aboard will typically generate more waste than a recreational or commercial boater, the additional cost of which is accounted for in the live-aboard fee. The Port does not authorize disposal of any waste generated elsewhere, large items (mattresses, boat parts, etc.), appliances, or electronics in the Port's dumpsters. The Applicant agrees that such items will be disposed of by Applicant at Applicant's cost by taking them to a location such as the Curry Transfer & Recycling Station for proper recycling and disposal.

Pets - Pets are allowed on vessels with live-aboard authorization on a limited basis, with pre-approval from the Port Manager. All pet waste must be bagged and disposed of properly. Pets must be controlled by their owner and follow applicable County and State laws. Dogs must be on a leash when on Port Property.

Reporting - Under no circumstances does the Port authorize live-aboard customers to act as agents or employees of the Port of Brookings Harbor. Live-aboard customers are not directed to act beyond reporting suspicious activity or suspected marina violations to the Port Office, Port Security or the County Sheriff, if necessary. In case of medical, fire or any other emergency, immediately call 911.

Conduct and Behavior – Live-aboards shall not engage in behavior that creates a nuisance, disturbs the peace or interferes with Port staff operations and the normal operations of commercial and recreation moorage in the marinas. Live-aboards are responsible for the behavior of their guests in the marina. Quiet hours are 2200-0700 (10:00 pm – 7:00 am) on a daily basis. However, live-aboards must understand that commercial fishing operations may take place at any hour of the day or night.

Boat Qualifications - After July 1, 2019, only vessels registered/documented at 32' or longer are eligible to be considered for liveaboard status. Vessels must also meet Federal, State and local laws at all times which include those pertaining to navigation and safety equipment. Vessels must be seaworthy and operable, immediately ready for cruising in local waters. The Port reserves the right to inspect vessels for compliance where these qualifications may be in question. A boat or vessel that is being used only to live-board, and not maintained in operable condition such that it is capable of being used for transportation on the water, is not eligible for moorage and must be made seaworthy within 30 days or it will be required to leave the Port.

Mail – Live-aboards must establish a mailing address other than the Port of Brookings Harbor Office or marinas at which to receive their mail. The Port office does not offer mail services nor accept mail or packages on behalf of live-aboards. Live-aboards are responsible for providing a valid mailing address to the Port and to keep all contact information on file up to date.

Board of Commissioners Approval
Date _____
Resolution No. _____

Fees - The vessel owner shall be responsible for and pay for all live-aboard fees for those registered and living aboard their vessel. These fees are subject to change and may be established by the Port of Brookings Harbor Board of Commissioners. The Port may require information on live-aboard applicant's credit, finances, or conduct. The Port will not treat this information as confidential and the Port will not release this information without the written consent of the applicant.

Unpaid Balances - Balances unpaid after 60 days (including monthly moorage and live-aboard fees) will be in default and moorage will be subject to termination. To maintain live-aboard status, the fee will continue even if the customer is temporarily off the vessel or the vessel is out of the slip.

Parking - Live-aboards may use the public parking areas in common with other marina users. Live-aboard permit holders are subject to the same allocation of overnight automobile parking permits as other moorage licensees. While on Port property, vehicles must be legally registered, licensed, insured, include current applicable permits and be in running condition. Vehicle maintenance on Port property is prohibited. Live-aboard vessels are eligible for a permit to use the Port's upper parking lot for one vehicle per live-aboard vessel, regardless of the number of people living aboard. The Port will occasionally close and clear the parking lots for events or maintenance.

Utilities - Live-aboard use is restricted to full-service docks. The Port does not guarantee the continuity or characteristics of electrical service, or the quality or supply of water service. Live-aboards must accept Port premises as-is and the Port is not obligated to install additional utilities or facilities to accommodate live-aboards. The Port is not responsible for damages due to failure of services. Live-aboards shall not affix or install any equipment to or on Port property without consent of the Port Manager. Use of Port property and electrical and water service is at the live-aboard's own risk.

Dock Debris - The docks must remain free from materials that may cause a safety hazard including, but not limited to, hoses, planters, bicycles, barbecues, etc. Any personal or boating related items must be stored onboard the vessel and are not allowed on the docks or slips, with the exception of loading and unloading. Vessel exteriors must be kept in a clean, neat and orderly manner. Proper size access steps are allowed.

Compliance and Enforcement

All live-aboards must comply with all applicable federal, State, and local regulations pertaining to the discharge of wastes in Oregon marinas. Live-aboards must adhere to any applicable best management practices adopted (such as the clean marina guidelines recognized by the Oregon Marine Board) or established by the Port of Brookings Harbor for vessel maintenance and repair, hazardous materials and waste, and sanitary waste. Pump out station(s) are available and should be used on a regular basis.

All live-aboards must understand and acknowledge that their vessel is a boat, not a "floating home" as defined by ORS 830.700 and the provisions of ORS 90.505, et. seq. regarding "floating home" rentals space does not apply to live-aboard boats and vessels.

Periodic Review

The Port of Brookings Harbor Commission may periodically review the Live-aboard Policy. The Commission has the authority to change or update this policy as deemed necessary. It is the responsibility of Live-aboard customers to review the updated policy.

Penalty

The penalty for failure to file a live-aboard application or providing false information is immediate termination of all live-aboard privileges and Moorage Agreement.

As an applicant for live-aboard privileges, I have read, understand and agree to the terms above:

Applicant Signature: _____ Date: _____

Print Name: _____

Board of Commissioners Approval
Date _____
Resolution No. _____

DRAFT

**DISHCHARGE MONITORING REPORT
FOR PORT OF BROOKINGS HARBOR LIVE-BOARDS**

Per the Clean Water Act, vessels are prohibited from discharging any sewage, whether treated by an MSD or not, into freshwater rivers. Sewage discharges have potentially wide-ranging impacts on all aquatic environments. Vessel pump out stations are located at the Fuel Dock and Sport Transient dock.

The Discharge of Holding Tanks Within the Marina Is Prohibited at All Times.

Liveaboards must use this Discharge Monitoring Report. You must report your vessel pump out activity to the Port Office by the first of every month. Failure to comply with submitting the Discharge Monitoring Report will result in the termination of your Live-aboard Authorization.

Slip No: _____

Vessel Name: _____

Term: Monthly Yearly

From _____ To _____

Owner Name: _____

Phone Number: _____

Date	Gallons Pumped	Date	Gallons Pumped

By signing below, I certify that the above information is correct.

Vessel Owner Signature: _____ Date: _____

Approved by the Board of Commissioners
Date
Resolution No.

62

ACTION ITEM - F

DATE: June 18, 2019
RE: Ordinance No. 23 – Live-aboard
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- The current rule for live-aboards they must have Port permission after 72 hours. The rule does not specify 72 hours in any period of time. Abuse of this rule has occurred and will continue to occur unless a period of time is established.
- Port Staff proposed to revise the rule to be 72 hours in one-week period. Anyone that stays on a vessel for more than 72 hours in any 7-day period is in violation.
- Procedure for adopting, amending or repealing ordinances or regulations:
 - 1) Publish meeting agenda 4 days before and not more than 10 days.
 - 2) Ordinance must be read during regular meeting on two different days at least six days apart. The reading of an ordinance shall be full and distinct unless at the meeting:
 - a. A copy of the ordinance is available for each person who desires a copy; and
 - b. The board directs that the reading be by title only.
 - 3) Majority of the members of the district board is required to adopt an ordinance.
 - 4) Ordinance takes effect on the 30th day after it is adopted.

DOCUMENTS

- Port Ordinance 4.16, 1 page
- Ordinance 23, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve the introduction of Ordinance No. 23 Live-aboard, amendment to Section 4.16 of Part IV, Specific Rules and Regulations of Ordinance No. 1-1998. An Ordinance of the Board of Commissioners of the Port of Brookings Harbor Regarding Live-aboards.

person under 21 years of age is prohibited. Engaging in the use or being instrumental in the exchange of unlawful controlled substances on Port property is prohibited and shall be cause for immediate expulsion from Port facilities and immediate termination of Port Use Agreement.

4.16 Live-aboards must have Port permission after 72 hours. Application for a live-aboard permit may be obtained at the Port office. If Port permission is obtained, a permit will be issued for a fee as set forth in the fee schedule in effect at the time of application. The permit is valid for the length of the Port Use Agreement, unless otherwise specified, and must be renewed immediately upon expiration.

4.16.1 Live-aboards must agree to enhance Port Security by calling to the attention of the Port Manager or Port office damage to any vessels or pier, unauthorized persons visiting pier, possible theft, unsafe practices, etc.

4.17 Vessel movement within the moorage area shall be in compliance with the posted speed limits, rules and regulations as determined by the Port Manager. A "No Wake" speed limit is determined to be in the best interest of the Port users.

4.18 No person(s) shall fuel, or cause to be fueled, a vehicle or watercraft on properties of the Port except at areas designated by the Fire Marshal and approved by the Port Authority for that purpose.

4.18.1 No person(s) shall store, or cause to be stored, any fuel for any vehicle or watercraft in or upon any vehicle or watercraft on or upon the Port properties or waters of the Port except in tanks or containers designated for that purpose, and in areas where such tanks or containers shall not come into contact with sparks or excess heat or other conditions which may cause it to ignite.

4.19 No person(s) shall throw, place, leave, deposit, abandon, cause or permit to be thrown, placed, left, deposited or abandoned, any industrial waste, litter, or sewage on any Port properties or waters controlled by the Port, except in receptacles designated by the Port for the disposal of such materials or substances. The fact that proper receptacles are not furnished by the Port is not excuse or defense.

4.19.1 No person(s) shall use refuse or waste containers provided by the Port for other than wastes, litter, or sewage generated on Port properties or waters controlled by the Port, except for those wastes, litter or sewage generated from a vessel's voyage.

DRAFT

Ordinance No. 23

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS HARBOR AMENDING ORDINANCE NO. 1 – 1998 REGARDING LIVE-ABOARD REGULATIONS

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

WHEREAS, the Board of Commissioners find it is in the best interest of the Port of Brookings Harbor to revise its policy and procedure for live-aboards within the marina.

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

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

Section 2. Amendment One. Section 4.16 of Part IV, Specific Rules and Regulations, of Ordinance No. 1-1998 is hereby repealed and amended to read as follows:

- 4.16 Live-aboards must have Port permission after 72 hours in any 7-day period. Application for live-aboard authorization may be obtained at the Port Office. If Port permission is obtained, written authorization to live-aboard will be issued for a fee as set forth in the fee schedule in effect at the time of application. The written authorization to live-aboard will be valid for the length of the Port Use Agreement, unless otherwise specified, and must be renewed immediately upon expiration.

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

INTRODUCED on the ___ day of _____, 2019.

APPROVED and ADOPTED on the ___ day of _____, 2019 by the following vote: on a motion by Commissioner _____, seconded by Commissioner _____, and carried on a ___-___ vote.

Chair of the Board of Commissioners

Secretary of the Board of Commissioners

ACTION ITEM - G

DATE: June 18, 2019
RE: Account Write-Offs
TO: Port of Brookings Harbor, Board of Commissioners
ISSUED BY: Gary Dehlinger

OVERVIEW

- Account write-offs can be approved by the Financial Officer up to \$20.
- Account write-offs can be approved by the Port Manager up to \$1,000.
- Account write-offs request are to be presented to the Board of Commissioners if the amount exceeds \$1,000.
- Port Staff followed established collection procedures on this account.
- Port has acquired the ownership of the vessel to sell the vessel at the highest possible value to recoup lost revenue.
- If sold, Port will require the purchaser to remove the vessel from Port properties.
- Documentation on this account and Write-Off Policy are available on file for commissioners to review.

DOCUMENTS

- Write-off List, 1 page.

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve account write-off of Cheryl Clines, vessel Kanygo in the amount of \$1,585.36.

**Port of Brookings Harbor
Fiscal Year 2018-19 Year End Writeoffs/Adjustments/Refunds**

	31 - 60	61 - 90	> 90	TOTAL	Notes and/or Actions
F/V: KANYGO			1,585.36	1,585.36	The vessel KANYGO. This vessel has went through the process of foreclosure and approved for surplus equipment. Requesting to writeoff \$1,585.36.
			Total Writeoffs	1,585.36	

57

ACTION ITEM - H

DATE: June 18, 2019
RE: RV Park Conceptual Drawing Contract
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

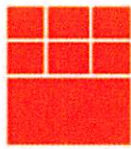
- Board of Commissioners workshop on conceptual rebuilding design took place on March 26, 2019.
- Board requested to add motel type rooms and mini mart at the new RV Park office location to the conceptual rebuild design.
- Crow / Clay & Associates needed clarification from Curry County Planning on motel type rooms. Motel type rooms could be installed after Curry County Planned Unit Development review and approval. Conditional Use Permit will be required from the County and that cost is \$1,860. Process time is estimated at 3 months.
- Crow / Clay & Associates provided a revised quote for the conceptual design to include mechanical, electrical and plumbing work for the park.

DOCUMENTS

- Crow / Clay & Associates Proposal, 2 pages
- Personal Services Agreement, 6 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to accept and approve Personal Services Agreement with Crow / Clay & Associates Inc. to develop RV Park conceptual project drawings not to exceed \$18,500 plus reimbursables.



CROW/CLAY & ASSOCIATES INC.

ARCHITECTURE AND PLANNING
LAND USE AND INTERIORS

June 4, 2019

Mr. Gary Dehlinger, Port Manager
Port of Brookings Harbor
portmanager@portofbrookingsharbor.com

**RE: RV Park Port of Brookings-Harbor
Project No. 19005**

Hi Gary,

Please see below, our proposal for conceptual design on the RV Park. The conceptual plan will include park layout, "motel" type units, mini-mart, office/registration, laundry building and prefab restroom buildings. Our completed conceptual design will also include a preliminary cost estimate of construction costs.

We have also included preliminary design for the mechanical, electrical and plumbing work for the park, as well as, the facilities listed above. Civil design of the road work is not included, however, once the layout provided in our preliminary design is approved we will include road work civil design in our construction document proposal.

We will need to have an accurate layout (survey) of the existing sanitary and storm sewer systems in order to accurately complete our preliminary design.

Conceptual Design proposal - \$18,500.00 plus reimbursables per attached schedule.

Please let me know if you have any questions.

If you are in agreement with this proposal, please sign in the space provided below and return a copy to our office.

When you are ready to proceed beyond the conceptual design phase we will prepare a standard A.I.A. Owner-Architect Agreement for the balance of our services.

Sincerely,

CROW/CLAY & ASSOCIATES INC.

Michael R. Crow, A.I.A.
Principal

Approved

Date



CROW/CLAY & ASSOCIATES INC.

ARCHITECTURE AND PLANNING
LAND USE AND INTERIORS

CROW/CLAY & ASSOCIATES INC. HOURLY RATE SCHEDULE

Principal	\$ 140 / hour
Associate Architect	\$ 125 / hour
Design Associate	\$ 90 / hour
Architect	\$ 86 / hour
Project Manager	\$ 82 / hour
Draftsperson	\$ 75 / hour
Clerical	\$ 55 / hour
Consultant Services	1.15 x Cost
Vehicle Mileage	\$ 0.65 / mile
All Other Reimbursable Expenses	1.1 x Cost + Time

Effective January 1, 2019

Coos Bay, Oregon
125 W. Central Avenue, Suite 400 • Coos Bay, Oregon 97420 (541) 269-9388
Members American Institute of Architects
www.crowclay.com

2/27/2019

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PORT OF BROOKINGS HARBOR PERSONAL SERVICES AGREEMENT

This personal services agreement is between the Port of Brookings Harbor, an Oregon municipal corporation (the "Port"), and Crow/Clay & Associates Inc., an Oregon corporation ("Contractor"), for professional personal services.

RECITALS

- A. The Port desires to enter into an agreement for architectural and related services.
- B. Contractor has the training, ability, knowledge, and experience to provide the services desired by the Port.

TERMS OF AGREEMENT

- 1.0 Effective Date; Duration.** This Agreement will become effective upon its execution both parties. Unless sooner terminated, this Agreement will expire Upon the completion of services by Contractor. Termination or expiration will not extinguish or prejudice the Port's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.
- 2.0 Compensation.** Port will pay Contractor on a time and materials basis at rates set forth on Exhibit A, attached hereto and incorporated herein by this reference. The total payment under this Agreement is **not-to-exceed \$18,500**, excluding reimbursable expenses.
- 3.0 Scope of Services.** Contractor will provide architectural conceptual design services for the RV Park to revise the circulation of the R.V. Park, add R.V. spaces as possible with the recent removal of existing buildings, and design a building to house the park office, laundry, shower, and bathrooms.
- 4.0 Deliverables.** Contractor will provide the Port will the following deliverables:
 - a. a conceptual site plan showing existing and new sites, existing and new building locations, as well as the revised site circulation;
 - b. preliminary drawing for the office/restroom/laundry/convenience store building/motel type units;
 - c. preliminary design for mechanical, electrical and plumbing work; and
 - d. preliminary conceptual construction cost estimate.
- 5.0 Payment.** Contractor will send the Port an invoice each month setting forth the fee due for that month and include a detailed summary of the services performed during the covered period. The Port will review all submitted invoices promptly and

pay all undisputed amounts within 30 days from the date of invoice. Amounts unpaid after 30 days will accrue interest at the rate of 1.5% per month.

- 6.0 Standard of Care.** Contractor will provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed. Contractor must, at all times during the term of this Agreement, be duly licensed to perform the services called for hereunder; and if there is no licensing requirement for the profession or services, be duly qualified and competent.
- 7.0 Early Termination.** The Port may terminate this Agreement at any time for any reason. In the event of termination prior to the completion of services, the Port will remain liable to pay for all fees and expenses incurred up until the date of termination.
- 8.0 Access to Records – Files; Confidential Information.** Contractor must maintain all books, documents, papers and records relating to the Agreement for at least seven years following completion of the project. Contractor must maintain any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance. The Port and its duly authorized representatives must be granted access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript. Contractor agrees that all files or other documents generated or in the possession of Contractor related to Contractor's delivery of service are the property of the Port and must be available to the Port upon request.
- 9.0 Independent Contractor; Responsibility for Taxes & Withholding.** The services to be rendered under this Agreement are that of an independent contractor. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contractor is not to be considered an officer, employee or agent of the Port for any purpose. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Agreement. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under this Agreement. The Port does not have the right of direction or control of the manner in which Contractor performs the services under this Agreement or exercise any control over the activities of the Contractor.
- 9.1 No Agency, Partnership or Joint Venture/Independent Contractor -- Neither the Port nor Contractor, by virtue of this Agreement, is a partner or joint venture with the other party in connection with the activities carried out under this Agreement.

9.2 This Agreement is not intended to entitle the Contractor nor any of its Agents to any benefits generally granted to Port employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Contractor will be responsible for all federal or state taxes applicable to compensation or payment paid to Contractor under this Agreement.

10.0 Ownership of Work Product. All work product of Contractor under this Agreement will be the exclusive property of the Port. Contractor waives and releases all rights relating to the use of the work under this Agreement, including any rights arising under 17 U.S.C. § 106A. Reuse of work product by the Port or others for purposes outside the Scope of Work will be without liability to Contractor.

11.0 Indemnification. Contractor will defend, indemnify, save, protect and hold harmless the Port, its officers, agents, volunteers and employees from and against any and all claims, actions, losses, liabilities, damages, demands, expenses, suits, fees, including attorney's fees, costs and judgment arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or missions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor (collectively referenced as "claims"). The Contractor agrees that it is not an agent of the Port and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

12.0 Insurance – Liability.

12.1 Contractor, at Contractor's own expense, must procure and maintain in good standing, such customary and usual liability insurance as is required to protect Contractor from claims that may arise out of result from Contractor's operations under this Agreement or for which Contractor may be legally liable. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to execution of this Agreement, Contractor must provide certificates of insurance for all copies of insurance policies required under this Agreement. Liability insurance will be in an amount not less than \$2,000,000. Contractor will be liable for all pertinent deductibles, self-insured retentions and/or self-insurance, as applicable.

12.2 Contractor must maintain in full force and effect professional liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident or occurrence, \$2,000,000 aggregate. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. Contractor will remain fully liable for any deductible required under its professional liability errors and omissions policy if found to be negligent related to the

professional services to be provided under this Agreement. Coverage must be in effect prior to the commencement of the performance of this Agreement.

12.3 Contractor, and all subcontractors, must maintain in full force and effect Worker's Compensation Insurance and Employer Liability Insurance in compliance Oregon state law.

12.4 Contractor must maintain commercial general liability insurance with a combined single limit of at least \$1,000,000 for each claim, incident or occurrence, \$2,000,000 aggregate.

12.5 There may be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty days written notice from Contractor or its insurer(s) to Port. Any failure to comply with reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

13.0 Nondiscrimination & ADA Compliance. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V and Section 504 of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also must comply with the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment and nondiscrimination practices, and that it will perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

14.0 Successors and Assigns. The Port and Contractor each binds itself, its successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Contractor may not assign or transfer its interests in this Agreement without written consent of Port, which consent may be withheld in the Port's sole, subjective discretion. The rights under this Agreement may not be transferred or assigned by operation of law, change of control or merger without the prior written consent of the Port. The Port may rescind this Agreement if transferred or assigned by operation of law, change of control or merger, or without the prior written consent of the Port.

15.0 No Third Party Beneficiaries. Port and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this

Agreement gives, is intended to give, or be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 16.0 Waiver.** The Port's failure to enforce a provision of this Agreement will not constitute a continuing waiver, nor constitute a relinquishment of the Port's right to performance in the future, nor operate as a waiver of the Port's right to enforce any other provision of this Agreement.
- 17.0 Attorney Fees & Governing Law.** In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Agreement, each party will be responsible for that party's own attorney fees, expenses, costs and disbursements for any action, suit, proceeding or appeal. The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any claim, action, suit, or proceeding between the Port and Contractor arising from or relating to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Curry County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon.
- 18.0 Compliance with Law.** Contractor must comply with applicable federal, state, and local laws and ordinances applicable to the services under this Agreement.
- 19.0 Merger Clause.** This Agreement and attached exhibits constitute the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement may bind either party unless in writing and signed by both parties. The waiver, consent, modification or change, if made will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor by signature of its authorized representative hereby acknowledges that he/she has read this Agreement/Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20.0 Notices.** All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party must be in writing and served upon the other party by personal service, facsimile transmission, electronic mail (e-mail) followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Port:

Port of Brookings Harbor
Attn: Port Manager
PO Box 848
Brookings, OR 97415

PH: 541-469-2218
FX: 541-359-3999

portmanager@portofbrookingsharbor.com

If to Contractor:

Crow/Clay & Assoc.
Attn: Michael R. Crow
125 W Central Ave., Suite 400
Coos Bay, OR 97420

PH: 541-269-9388

coosbay@crowclay.com

Service by mail will be deemed complete on the date of actual delivery or three business days after being sent via certified mail. Service by facsimile transmission or e-mail will be deemed served upon receipt of the facsimile or e-mail, followed by mail delivery.

21.0 Severability. If any provision of this Agreement is held illegal or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation or the agreement, and if negotiations fail, may terminate the agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date written below.

PORT OF BROOKINGS HARBOR:

CROW/CLAY & ASSOCIATES, INC.:

Dated: _____

Dated: _____

By: Roy Davis, Chair of the Board

By:

Its:

Attest: Commissioner

INFORMATION ITEM – A

DATE: June 18, 2019
RE: Green Building
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Tests results came back negative for asbestos. Demolition survey report was completed, and a building demolition permit was approved by Curry County.
- Removing all boat trailer and boat storage from the area. Deadline to vacate the area is July 1, 2019.
- Contacted Chief Bob Larson with Harbor Fire District to see if they would be interested in “burn to learn” on the Green Building. Chief Larson said they would be interested and will contact other fire departments. Earliest the “burn to learn” could happen would be in the Fall. Port may need approval from DEQ prior to burning.
- Port will be salvaging doors from the building for the retail buildings and meeting room. Items inside the building will be placed on the surplus list for disposal or auction. Surplus List will be provided at the July regular board meeting.

DOCUMENTS

- None

INFORMATION ITEM – B

DATE: June 18, 2019
RE: Trash Bins
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port Staff continues receiving complaints of misuse from public dumping household trash into dumpsters at Commercial Basin and Kite Field.
- Dumpsters from the Commercial Basin and Kite Field were removed and placed into the Boat Yard. Moorage holders and commercial fisherman can dispose trash at the Boat Yard Monday thru Sunday during Boat Yard business hours.
- Other dumpsters around the Port will remain unless they become abused by the public.

DOCUMENTS

- None

INFORMATION ITEM – C

DATE: June 18, 2019
RE: Landscaping
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Some bushes and trees throughout the retail parking lot dividers are dying. Others have become a site safety issue (blind spots).
- Some bushes and trees along Lower Harbor Road have grown to a point where they are becoming a site safety issue (blind spots) for traffic exiting and entering Port property.
- Bushes and trees are planned to be removed from parking lot dividers and some will be removed from the entry-exits points. Landscaping for the parking lot dividers will remain rock. Landscaping at the entry-exits may become grass or rock.
- Bushes and trees growing on Basin slopes are planned to be removed to the stump/roots. Port engineer, Jack Akin, recommended all bushes and trees be removed to reduce weight on the slopes.

DOCUMENTS

- None

INFORMATION ITEM – D

DATE: June 18, 2019
RE: Retail Paint Color
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

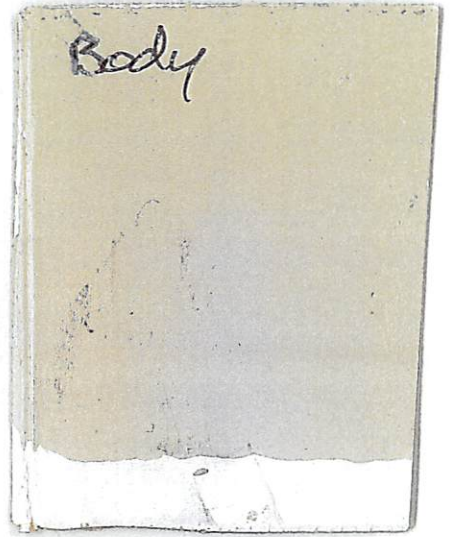
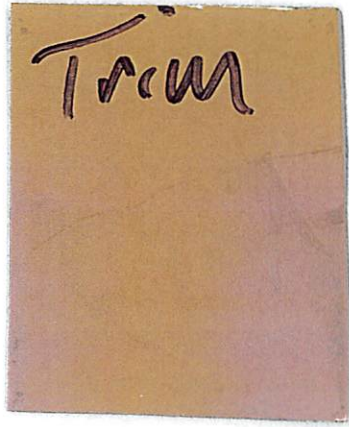
- Port Staff will be planning to repaint the retail center buildings this summer.
- We plan to use the same light tan color for the siding. Darker tan color for the fascia boards and trim. Pillar supports will be brown.

DOCUMENTS

- Photo of existing retail building, 1 page
- Color samples, 1 page



EXISTING COLORS



POSTS

Executive Session

This executive session of the Port of Brookings Harbor Board of Directors is called pursuant to ORS 192.660 (2)(e), (h) To conduct deliberations with persons designated by the governing body to negotiate real property transactions and (h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Any member of the media that is here may remain. However, the Board will require that any information derived from this meeting may not be disclosed pursuant to ORS 192.660(4).