

PORT OF BROOKINGS HARBOR
Board of Commissioners
Regular Meeting Agenda

Best Western Beachfront Inn
Conference Room
16011 Boat Basin Rd
Brookings OR 97415

Tuesday, June 20, 2017 • 7:00 pm

<u>Agenda</u>	<u>Page</u>
1. Call to Order and Roll Call	
2. Approval of Agenda	
3. Approval of Minutes	
a. Regular Meeting – Tuesday, May 16, 2017	1
b. Special Meeting – Monday, May 22, 2017	5
4. Financial Report	7
5. Agenda Related Public Comments *	
6. Old Business	
a. Write-Off Policy	36
b. Port Office Relocation from Retail Center	40
c. SDIS Board Practices Assessment Review – Goals	52
7. New Business	
a. Resolution 477, approving the Budget proposed for the 2017-18 fiscal year and making appropriations for said year	58
b. Hungry Clam Expansion	62
c. BC Fisheries Lease Amendment Proposal	65
d. Port Manager Evaluation 2016-17	91
8. Commissioners Report	
9. Non-Agenda Related Public Comments *	
10. Adjournment	

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

FULL MEETING PACKET AVAILABLE AT www.portofbrookingsharbor.com

This Institution is an Equal Opportunity Provider.

1. CALL TO ORDER AND ROLL CALL

Chairman Davis called the meeting to order at 7:00 pm.

Commissioners Present: Chairman Roy Davis, Vice Chairman Sue Gold, Treasure Tim Patterson, Roger Thompson & Sharon Hartung.

Staff Present: Port Manager Gary Dehlinger and Administration Assistant Danielle Shepard

2. APPROVAL OF AGENDA

Chairman Davis informed the Board that agenda item E, Bell & Whistle Expansion and Mainbrace & Port Office Relocation was added to the agenda.

Vice Chair Gold made the motion to approve the Agenda as amended. Seconded by Comm. Thompson. Voting Yes: Unanimous.

3. APPROVAL OF MINUTES

a. Special Meeting – Wednesday, April 12, 2017

b. Regular Meeting – Tuesday, April 18, 2017

c. Special Meeting – Friday, April 21, 2017

Comm. Thompson made the motion to approve all three (3) minutes as written. Seconded by Comm. Hartung. Voting Yes: Unanimous.

4. FINANCIAL REPORT

Mr. Dehlinger asked the Board to move the Budget Calendar dates up, and have the hearing June 6 instead of June 20. Also, after our budget meeting, I found out that our insurance was raised by 9%, and I'll be adjusting that in the budget. The auctioneers called and said that we should have the money in a few days, and they estimated about \$37,000 gross. The Board had no questions regarding the Financial Report.

Vice Chair Gold made the motion to approve the Financial Report as written. Seconded by Comm. Thompson. Voting Yes: Unanimous.

5. OLD BUSINESS – Public Comments

a. **Port Rates / Resolution 472:** Mr. Dehlinger informed the Board that he adjusted the rates based on the comments from the Board in the last meeting.

Vice Chair Gold made the motion to that commercial vessels must have \$1,000,000 in watercraft liability insurance. Seconded by

Comm. Thompson. Vote: 4-1. Yes: Gold, Thompson, Hartung, Patterson. No: Davis. Motion Passes.

Comm. Thompson made the motion to that recreational vessels at \$500,000 in watercraft liability insurance. Seconded by Vice Chair Gold. Vote: 4-1. Yes: Gold, Thompson, Hartung, Patterson. No: Davis. Motion Passes.

Vice Chair Gold made the motion to that charter vessels must have \$1,000,000 in watercraft liability insurance. Seconded by Comm. Thompson. Vote: 4-1. Yes: Gold, Thompson, Hartung, Patterson. No: Davis. Motion Passes.

Comm. Hartung made the motion to accept the removal of rates for water and sewage. Seconded by Comm. Thompson. Voting Yes: Unanimous.

The Board asked for any public comments, please see public comments section 8.

Vice Chair Gold made the motion to combine research and computer time, eliminating 8c, and have the rate be \$35 an hour . Seconded by Comm. Thompson. Voting Yes: Unanimous.

Comm. Thompson made the motion to adopt resolution 472 as amended. Seconded by Vice Chair Gold. Voting Yes: Unanimous.

- b. Moorage License Agreement / Resolution 471:** Mr. Dehlinger informed the Board that he adjusted the agreement based on the comments from the Board in the last meeting.

Vice Chair Gold made the motion to adopt resolution 471, as amended with the new insurance requirements. Seconded by Comm. Hartung. Voting Yes: Unanimous.

- c. Brookings Harbor Ice House and Cold Storage Lease Amendment:** Mr. Dehlinger informed the Board the Mr. Manning denied the Boards offer. Legal counsel informed the Board that they suggest the Board does not sign the draft amendment. It is missing some important protections, and that since he has signed two different agreements, are you planning on amending both of those agreements and if so you must have two amendments, plus many other things that are needed. Extensive dialogue followed resulting in:

Vice Chair Gold made the motion to accept the terms of the amendment, with the caveat that they are going to be put into legal form to protect both parties. Seconded by Comm. Patterson. Vote: 2-2, 1 sustained. Vote Yes: Gold & Davis. Vote No: Thompson & Hartung. Sustained: Patterson. Motion tabled.

Legal counsel suggested that the Board table the item, have legal counsel take the amendment, draft it so it is affecting the other two agreements, put in the legal protections, then make the decision on the changes in another meeting. There will be two eases, one with a fifteen (15) year lease and one with a thirty (30) year lease.

6. **NEW BUSINESS**

- a. **Boardwalk Mail Lease:** Mr. Dehlinger informed the Board that the Boardwalk Mail Lease is up in May 2016, and on a month to month basis. This lease is a three (3) year term, they have already accepted the lease.

Vice Chair Gold made the motion to accept the Boardwalk Mail Lease as written. Seconded by Comm. Hartung. Voting Yes: Unanimous.

- b. **Hungry Clam Lease:** Mr. Dehlinger informed the Board that the Hungry Clam lease expired May 31, 2014, they have expanded into suite 205 in June 2016.

Comm. Thompson made the motion to accept the Hungry Clam Lease as written. Seconded by Comm. Hartung. Voting Yes: Unanimous.

- c. **Procurement Request for Retail Sewer Repair:** Mr. Dehlinger informed the Board that this is our main sewer in the retail area. We were notified on November 16, 2016 by Harbor Sanitary that it was not sealed properly. Over the past year we have had numerous outages due to debris. We have asked for quotes on fixing the enclosure and fixing the pumps.

Comm. Thompson made the motion to approve the proposal as written. Seconded by Vice Chair Gold. Voting Yes: Unanimous.

- d. **Dredging at Travel Lift Ramp and Storm Drain Outlet:** Mr. Dehlinger informed the Board of the condition of the Travelift ramp. At low tide there is bare ground, preventing us for lifting boats. Should have a permit in hand by June 15th to be able to remove the debris.

Comm. Thompson made the motion to approve the dredging outline as written. Seconded by Vice Chair Gold. Voting Yes: Unanimous.

- e. **Bell & Whistle Expansion and Mainbrace & Port Office Relocation:** Mr. Dehlinger informed the Board the Bell & Whistle wants to expand into suite 102. I asked Mainbrace if they would take suite 103. Tom with Mainbrace wanted the Board to know that this would be helping the Port out, Bell & whistle, and help Mainbrace out. There will be fees with moving and building walls and we would be willing to consume some of those costs and work with the Port. Extensive dialogue followed resulting in:

Vice Chair Gold made the motion to accept the Bell & Whistle expansion and Mainbrace and Port office relocation. Seconded by Comm. Patterson. Vote 4-1. Voting Yes: Davis, Gold, Hartung, Patterson. Voting No: Thompson. Motion Passes.

7. **EXECUTIVE SESSION – PURSUANT TO ORS 192.660(2)(H)**

Board dismissed from regular commissioner meeting at 8:30 p.m. and went into executive session.

- a. **Claims made against the Port by Elaine Righetti through her attorneys:**

3

b. Port land appraisals for areas of possible sale:

Board dismissed from executive session at 9:24 p.m and went back into regular commissioner meeting.

8. PUBLIC COMMENTS

- a. **Jan Barbas:** Regarding section 8a Public Records Request Fee Schedule, suggests charging \$5 for electronic files i.e. cd's or email, and adjust the research fee.
- b. **Dan Fraser:** asked for clarification on some items in the rate fees.
- c. **John Brazil:** asked for clarification on some items in the rate fees. Also wanted to remind the Board of what their originally goal was with the ice house cold storage.

9. COMMISSIONERS REPORT

Nothing to report.

10. ADJOURNMENT

The meeting was unanimously adjourned at 9:30 p.m.

Port Commissioner

1. CALL TO ORDER AND ROLL CALL

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

Commissioners Present: Chairman Roy Davis, Vice Chairman Sue Gold, Treasure Tim Patterson, Roger Thompson & Sharon Hartung.

Staff Present: Port Manager Gary Dehlinger and Administration Assistant Danielle Shepard

2. APPROVAL OF AGENDA

Comm. Patterson made the motion to move section five (5) Public Comments to number three (3). Seconded by Comm. Thompson. Voting Yes: Unanimous.

Comm. Thompson made the motion to approve the Agenda as amended. Seconded by Comm. Hartung. Voting Yes: Unanimous.

3. PUBLIC COMMENTS

- a. **Jan Barbas:** Suggested to the Board that there should be a reversion of the building to the Port at the end of this lease. Also, there should be something in there for the case of these new LLC's going bankrupt. Believes that this decision is being rushed and all the alternatives have not been explored. Concerned about the terms of the lease.
- b. **Angi Christian:** Agrees with what Mr. Barbas stated. Thinks that the Port should receive fair market value for the buildings. Believes the Commission is making a decision based on fears and not what is in the best interest of the Port and the future. Asks the Commission to hold Mr. Manning to his original contract.
- c. **Andy Martin:** Believes that the Port should hold Mr. Manning to his original agreement. Believes the Port should reach out to the Commercial Fisherman and see what the impact would be not doing this.
- d. **Dan Fraser:** Concerns regarding what is Mr. Manning's meaning of good standing means. Worried that if Mr. Manning doesn't like you, you aren't getting ice. Suggests either removing that section of the lease or have Mr. Manning define what he means by good standing.
- e. **Barbara Ciaramella:** Wanted to address the Commissioners about signs on the Boardwalk.

4. OLD BUSINESS

- a. **Brookings Harbor Ice House and Cold Storage Lease Amendment:** Comm. Patterson wanted to know what would happen if the vote fails. Vice Chair Davis informed him that if the vote ties again than we shouldn't vote on anything until that a resolution is in place for ties. Comm. Thompson suggested that we hire a certified person to run the ice house and fuel

dock and cut off cold storage completely. Com. Patterson suggested that we go to IFA and borrow \$200,000 and put in a new ice plant or shut it down completely. Chairman Davis reminded the commission of the plan Mr. Dehlinger presented to the Board and the Board agreed to this plan, to get out of being a business. Comm. Hartung wanted to remind everyone that this started because the first proposal stated property, buildings, equipment and paperwork. Then we were presented with a ground lease figure that did not match the proposal that we voted on. Per the Attorney our options are to enforce the lease, return the business back to the Port, or approve the amendment which would help the port can continue with its recovery. Striking out home from serving to the home fleet, this way he will serve to every fleet. Extensive dialogue followed resulting in:

*Vice Chair Gold made the motion to approve the fifteen (15) year Ice House and Cold Storage lease. Seconded by Comm. Hartung. Vote: 3-2
Vote Yes: Hartung, Gold & Davis. Vote No: Patterson & Thompson.*

Comm. Patterson amended the motion and change the term to 5 years, with 1 renewal, maximum of 10 years total. Second by: Comm. Thompson. Vote: 2-3 Vote Yes: Patterson & Thompson Vote No: Hartung, Gold, Davis.

Comm. Patterson made a motion to have this topic brought up with the new Commissioners. Motion dies.

5. **NEW BUSINESS**

No new business.

6. **ADJOURNMENT**

The meeting was unanimously adjourned at 7:05 p.m.

Port Commissioner

FINANCIAL REPORT

DATE: *June 20, 2017*
RE: *Month End Report of Financial Activities*
TO: *Port of Brookings Harbor Board of Commissioners*
PRESENT BY: *Gary Dehlinger, Port Manager*

Accrual Basis

BEACHFRONT RV PARK

- May Revenue - \$ 50,179. Expense \$ 10,116
- May occupancy was 28%
- Next 3 months occupancy estimated at 29%
- Next 6 months occupancy estimated at 17%
- Estimated revenue for the next 6 months \$164,848
- Loan Payment Amount \$ 3,674
- Depreciation Amount \$ 1,702

BOAT YARD

- May Revenue - \$ 15,421. Expense \$ 8,786
- Hauled out 6 vessels. Placed 3 vessels back in the water
- 11 paying vessels currently in the boat yard
- 8 abandon / Port vessels in the boat yard
- Loan Payment Amount \$ 4,659
- Depreciation Amount \$ 5,609

MARINA

- May Revenue - \$ 63,164. Expense \$ 63,259
- Basin 2 occupancy 98.6%, 222 slips occupied out of 225.
- Basin 1 occupancy 65.1%, 161 slips occupied out of 247 usable. 23 slips not usable.
- 28 annual renewals in Basin 2
- 14 annual renewals in Basin 1
- 4 semi-annual rentals
- 23 daily rentals
- 1 weekly rental
- 48 gear and boat storage rentals
- Loan Payment Amount \$ 14,860
- Depreciation Amount \$ 14,728

COMMERCIAL / RETAIL LEASES

- May Revenue - \$ 38,160. Expense \$ 9,578
- 33 Land, dock and retail space leases
- Loan Payment Amount \$ 11,236
- Depreciation Amount \$ 10,727

FUEL DOCK

- May Revenue - \$ 29,845. Expense \$ 23,762
- Purchased 8,922 gallons of diesel fuel
- End of the month inventory for diesel 4,473 gallons and non-ethanol 1,250 gallons
- Pumped 670 gallons on non-ethanol and 10,848 gallons of diesel
- 16,471 fuel pumped over the receiving docks by Tyree Oil
- Loan Payment Amount \$ 1,754
- Depreciation Amount \$ 833

LAND USE EVENTS

- May Revenue - \$ 370. Expense \$ 429
- Party at the Port event was put on by Chetco Brewing at the Boardwalk
- Car Show event was put on by Curry County Cruisers in the retail parking lot
- Expense was repairing electrical receptacles on the Boardwalk prior to the event

TRANSFERS FROM GENERAL FUND

- Total transfers to Debt Service Fund \$ 46,151
- Total transfers to Bond Debt Fund \$ 2,502
- Total transfers to Capital Projects Fund \$ 1,695

DOCUMENTS

- Month End Fund Report – May 2017, 1 page
- Current Depreciation List "Draft", 4 pages
- Check Register, 1 page
- Balance Sheet as of May 31, 2017, 3 pages
- Profit & Loss 2016-17 Fiscal Year Budget Performance, 2 pages
- Profit & Loss 2016-17 Fiscal Year to Date, 4 pages
- Profit & Loss 2016-17 Fiscal Year to Date Comparison, 2 pages
- Profit & Loss May 2017 Comparison, 2 pages
- Profit & Loss May 2017, 3 pages
- Beachfront RV Park May 2017 Guest Report, 1 page
- Beachfront RV Park Guest Forecast Report, 3 pages
- Commercial Retail List, 1 page

PORT OF BROOKINGS HARBOR

MONTH END FUND REPORT – MAY 2017

GENERAL FUND

- \$138,009 General Fund
 - \$ 25,260 Fuel Dock Account
 - \$ 1,420 Cash on Hand/Petty Cash (RV Park, fuel dock and office)
 - \$164,689 Total Cash General Fund
-

REVENUE BOND FUND

- \$ 30,038 Revenue Bond Fund \$143,132 Yearly (\$13,012 must remain in fund)
USDA Loan - \$130,120, payment due Nov 5th – Week 30
(\$2,502.30 average each week to reach payment, currently \$58,043 short)
-

DEBT SERVICE FUND

- \$ 21,734 Debt Service Fund \$62,500 Quarterly (IFA Business Oregon)
Week 9, next payment due June 30 (8 payments behind \$500,000)
(\$4,807.69 average each week to reach payment, currently \$21,535 short)
-

CAPITAL PROJECTS FUND

- \$ 2,500 Capital Projects Fund
Projects: Basin 1 Dock Piling
Boat Launch Boarding Dock Replacement
Emergency Dredging at Travel Lift Ramp and Storm Drain
Repair & Upgrade Retail Sewer Tank and Enclosure
Repair & Upgrade Kite Field Restroom
Repair & Upgrade Kite Field Basin Slopes
Repair & Upgrade Fuel Dock Ramp and Slopes
Demo & Replace RV Park Laundromat
Repair & Upgrade Commercial Receiving Dock
-

RESERVE FUND

- \$ 0 Reserve Fund \$5,753,755*
*Based on current depreciation draft list
-

- \$ 54,272 Total Restricted Cash
- \$218,961 Total Cash

Port of Brookings Harbor															
Fixed Assets															
07-01-2016 to 6/30/2017															
2016-2017															
Description	Date	Life	Cost	Current Depr 2014	Total Depr	Net Book Value	Current Depr 2015	Total Depr	Net Book Value	Current Depr 2016	Total Depr	Net Book Value	Current Depr 2017	Total Depr	Net Book Value
Land															
Land (Swap-Shazek Beach Front)	11/5/2015		2,522,147	-	-	2,522,147	-	-	2,522,147	-	-	2,522,147	-	-	2,522,147
Land (Swap-Shazek Beach Front)	11/5/2015		(24,222)	-	-	-	-	-	(24,222)	-	-	(24,222)	-	-	(24,222)
Land (Tidewinds)	3/31/2016		21,523	-	-	-	-	-	-	-	-	-	-	-	21,523
			18,000	-	-	-	-	-	-	-	-	-	-	-	18,000
			2,537,448									2,537,448			2,537,448
Construction in Progress															
Green Building	6/15/00		325,000	-	-	325,000	-	-	325,000	-	-	325,000	-	-	325,000
OSMB Parking Lot.**	6/30/14		-	-	-	-	-	-	-	-	-	-	-	-	-
OSMB Parking Lot.**	6/30/15		-	-	-	-	-	-	-	-	-	-	-	-	-
***Completed lye 6/30/16 per Gary moved to buildings				-	-	-	-	-	-	-	-	-	-	-	-
Comm'l Rec Dock reno	6/30/16		1,000,297	-	-	-	-	-	-	-	-	1,000,297	-	-	1,000,297
Total CIP			1,325,297			325,000			325,000			1,325,297			1,325,297
Total Non-Depreciable			3,862,745						2,847,147			3,862,745			3,862,745
Office Equip & Furniture															
	1995		123,833	-	123,833	-	-	123,833	-	-	123,833	-	-	123,833	-
	1996		8,802	-	8,802	-	-	8,802	-	-	8,802	-	-	8,802	-
	1997		15,427	-	15,427	-	-	15,427	-	-	15,427	-	-	15,427	-
	1998		8,906	-	8,906	-	-	8,906	-	-	8,906	-	-	8,906	-
	1999		12,566	-	12,566	-	-	12,566	-	-	12,566	-	-	12,566	-
	2000		18,715	-	18,715	-	-	18,715	-	-	18,715	-	-	18,715	-
	2001		9,286	-	9,286	-	-	9,286	-	-	9,286	-	-	9,286	-
	2002		16,669	-	16,669	-	-	16,669	-	-	16,669	-	-	16,669	-
	2003	5	12,567	-	12,567	-	-	12,567	-	-	12,567	-	-	12,567	-
	2006	10	6,678	668	4,675	2,003	668	5,343	1,335	668	6,011	667	667	6,678	-
3 Computers															
Marina Software															
Total Office Equip & Furn			233,449	668	231,446	2,003	668	232,114	1,335	668	232,782	667	667	233,448	-

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Port of Brookings Harbor																			
Fixed Assets																			
07-01-2016 to 6/30/2017																			
2016-2017																			
Description	Date	Life	Cost	Current Depr	Total Depr	Net Book Value	Current Depr	Total Depr	Net Book Value	Current Depr	Total Depr	Net Book Value	Current Depr	Total Depr	Net Book Value	Current Depr	Total Depr	Net Book Value	Current Depr
Machinery & Equip																			
Riding Lawnmower EQ 3707 keep	3/12/10	10	7,599	760	3,293	4,306	760	4,053	3,546	760	4,813	2,786	760	5,573	2,026	760	5,573	2,026	760
Anchor for dredging -FEMA	8/31/12	10	18,888	1,887	3,459	15,429	1,887	5,346	13,522	1,887	7,232	11,636	1,887	9,119	9,749	1,887	9,119	9,749	1,887
Straps & buckles & bolts - FEMA	8/31/12	10	8,242	824	1,511	6,731	824	2,335	5,907	824	3,160	5,082	824	3,984	4,258	824	3,984	4,258	824
2000' 14" pipe -FEMA	9/30/12	10	38,200	3,820	6,685	31,515	3,820	10,505	27,695	3,820	14,325	23,875	3,820	18,145	20,055	3,820	18,145	20,055	3,820
3000' 10" pipe -FEMA	9/30/12	10	30,025	3,003	5,255	24,771	3,003	8,257	21,768	3,003	11,260	18,766	3,003	14,262	15,763	3,003	14,262	15,763	3,003
2100' pipe -FEMA	9/30/12	10	13,000	1,300	2,275	10,725	1,300	3,575	9,425	1,300	4,875	8,125	1,300	6,175	6,825	1,300	6,175	6,825	1,300
7400' pipe - FEMA	9/30/12	10	81,000	8,100	14,175	66,825	8,100	22,275	58,725	8,100	30,375	50,625	8,100	38,475	42,525	8,100	38,475	42,525	8,100
Flanges FEMA	9/30/12	10	9,398	940	1,845	7,753	940	2,585	6,813	940	3,524	5,874	940	4,464	4,934	940	4,464	4,934	940
Pipe racks - FEMA	9/30/12	10	9,063	906	1,586	7,477	906	2,493	6,570	906	3,399	5,664	906	4,305	4,758	906	4,305	4,758	906
Buoys & lights for pipe - FEMA	10/17/12	10	48,022	4,802	8,004	40,018	4,802	12,806	35,216	4,802	17,609	30,413	4,802	25,611	25,611	4,802	25,611	25,611	4,802
Booster pump for dredging	12/3/12	10	84,400	8,440	13,363	71,037	8,440	21,803	62,597	8,440	30,243	54,157	8,440	38,683	45,717	8,440	38,683	45,717	8,440
Container-refrigerated 20'	12/17/12	10	8,325	833	1,249	7,077	833	2,081	6,244	833	2,914	5,412	833	3,746	4,579	833	3,746	4,579	833
Transient Dock Pedastals	1/29/13	10	7,980	798	1,131	6,849	798	1,929	6,051	798	2,727	5,253	798	3,525	4,455	798	3,525	4,455	798
Forklift -EQ#3701 -	3/18/13	10	25,422	2,542	3,178	22,244	2,542	7,202	19,702	2,542	10,862	17,160	2,542	20,702	24,242	2,542	20,702	24,242	2,542
Underground electrical	3/26/13	40	18,070	452	565	17,505	452	1,017	17,054	452	1,468	16,602	452	1,920	16,150	452	1,920	16,150	452
Crane -EQ #4603	5/13/13	10	36,084	3,608	3,739	32,345	3,608	7,348	28,736	3,608	10,956	25,128	3,608	14,565	21,519	3,608	14,565	21,519	3,608
Pump out station	6/23/13	10	29,943	2,994	2,994	26,949	2,994	5,989	23,954	2,994	8,983	20,960	2,994	11,977	17,966	2,994	11,977	17,966	2,994
Pump out station	6/23/13	10	29,943	2,994	2,994	26,949	2,994	5,989	23,954	2,994	8,983	20,960	2,994	11,977	17,966	2,994	11,977	17,966	2,994
Boat launch pay station	5/4/15	10	15,055	-	-	-	251	251	14,804	1,506	1,757	13,299	1,506	3,262	11,793	1,506	3,262	11,793	1,506
50 BFMill Travellin Mobile Boat Hoist	11/10/16	25	343,750	-	-	-	-	-	-	-	-	-	-	9,167	334,583	9,167	9,167	334,583	9,167
2017 Ford F-250 White Vin# 1FTBF2B67HEC65436	2/8/17	8	25,703	-	-	-	-	-	-	-	-	-	-	1,339	24,364	1,339	1,339	24,364	1,339
Total Machinery & Equip			888,092		77,101	426,483	49,254	126,355	392,284	50,509	176,864	341,776	61,014	237,878	650,214				
Tools																			
			12,561	-	12,561	-	-	12,561	-	-	12,561	-	-	12,561	-	-	-	-	-
Total Equip			1,134,102	568	321,108	428,486	49,922	371,030	393,619	51,176	422,207	342,443	61,681	483,888	650,214				
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Docks																			
Docks	1976		1,000,000	-	875,000	-	-	875,000	-	-	875,000	-	-	875,000	-	-	-	-	-
Destroyed 3/11/11-Spor(11.5%)			(98,000)	-	(500,000)	-	-	(500,000)	-	-	(500,000)	-	-	(500,000)	-	-	-	-	-
Destroyed 3/11/11-Commercial(48.3%)			(500,000)	-	(375,000)	-	-	(375,000)	-	-	(375,000)	-	-	(375,000)	-	-	-	-	-
Remaining		40	402,000	-	402,000	-	-	402,000	-	-	402,000	-	-	402,000	-	-	-	-	-
Transient Dock																			
Boardwalk	1992	40	400,000	10,000	230,000	170,000	10,000	240,000	160,000	10,000	250,000	150,000	10,000	260,000	140,000				
Boardwalk	1995	40	700,000	17,500	350,000	350,000	17,500	367,500	332,500	17,500	385,000	315,000	17,500	402,500	297,500				
Boardwalk, Commercial Retail	1997	40	357,000	8,925	160,650	196,350	8,925	169,575	187,425	8,925	178,500	178,500	8,925	187,425	169,575				
Dock Rebuilding, Basin 2	2000		500,000																
Destroyed 3/11/11 48.3%			(241,500)																
Remaining		40	258,500	6,463	108,597	149,903	6,463	115,060	143,441	6,463	121,522	136,978	6,463	127,985	130,516				

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Port of Brookings Harbor															
Fixed Assets															
07-01-2016 to 6/30/2017															
2016-2017															
Description	Date	Life	Cost	Current Depr 2014	Total Depr	Net Book Value	Current Depr 2015	Total Depr	Net Book Value	Current Depr 2016	Total Depr	Net Book Value	Current Depr 2017	Total Depr	Net Book Value
Dock Rebuilding, Basin 1	2001		2,000,000												
Destroyed 3/11/11 11.5%			(230,000)												
Remaining		40	1,770,000	44,250	693,250	1,076,750	44,250	737,500	1,032,500	44,250	781,750	988,250	44,250	826,000	944,000
Fuel Dock	2002	40	400,000	10,000	130,000	270,000	10,000	140,000	260,000	10,000	150,000	250,000	10,000	160,000	240,000
Dock-Public Fishing	2003	40	500,000	12,500	150,000	350,000	12,500	162,500	337,500	12,500	175,000	325,000	12,500	187,500	312,500
Eureka Dock	2003	40	400,000	10,000	120,000	280,000	10,000	130,000	270,000	10,000	140,000	260,000	10,000	150,000	250,000
Board Wlk	6/30/11	40	859,619	21,490	64,471	795,148	21,490	85,961	773,658	21,490	107,452	752,167	21,490	128,942	730,677
Seawall	6/30/12	40	2,168,313	54,208	108,416	2,059,897	54,208	162,623	2,005,689	54,208	216,831	1,951,481	54,208	271,039	1,897,273
Gangway	5/6/13	40	36,126	903	978	35,148	903	1,881	34,245	903	2,784	33,342	903	3,688	32,438
Commercial Basin docks	9/1/13	40	2,889,325	72,233	132,427	2,756,898	72,233	204,660	2,684,665	72,233	276,893	2,612,432	72,233	349,127	2,540,199
Sport Basin docks	9/1/13	40	591,790	14,795	27,124	564,666	14,795	56,713	549,872	14,795	56,713	535,077	14,795	71,508	520,282
Seawall improvements	4/30/14	40	26,597	111	111	26,486	665	776	25,821	665	1,441	25,156	665	2,106	24,491
Fisherman's dock improve	5/31/14	40	51,013	106	106	50,907	1,275	1,381	49,632	1,275	2,657	48,356	1,275	3,932	47,081
	40														
Total Docks			11,810,283	283,484	2,676,130	9,132,153	285,207	2,963,337	8,846,946	285,207	3,248,544	8,561,739	285,207	3,533,751	8,276,532
Buildings															
Restaurant (Zola's)	1965	40	100,000	-	100,000	-	-	100,000	-	-	100,000	-	-	100,000	-
LRO (RV Repair)	1972	40	202,000	-	202,000	-	-	202,000	-	-	202,000	-	-	202,000	-
LRO	1972	40	32,000	-	32,000	-	-	32,000	-	-	32,000	-	-	32,000	-
Restroom	1972	40	120,000	-	120,000	-	-	120,000	-	-	120,000	-	-	120,000	-
Restroom, RV Park	1972	40	70,350	-	70,350	-	-	70,350	-	-	70,350	-	-	70,350	-
Laundry Mini Mart (Felt's)	1978	40	65,730	1,643	59,150	6,581	1,643	60,793	4,937	1,643	62,436	3,294	1,643	64,079	1,651
Restroom	1978	40	13,755	344	12,383	1,372	344	12,727	1,028	344	13,071	684	344	13,415	341
Fish Cleaning	1991	40	48,615	1,215	27,952	20,663	1,215	29,167	19,448	1,215	30,383	18,232	1,215	31,598	17,017
Restroom	1991	40	109,491	2,737	64,237	45,254	2,737	66,974	42,517	2,737	69,712	39,779	2,737	72,449	37,042
Restroom	1992	40	100,000	2,500	55,000	45,000	2,500	57,500	42,500	2,500	60,000	40,000	2,500	62,500	37,500
Restroom (Sportbasin)	1993	40	120,000	3,000	63,000	57,000	3,000	66,000	54,000	3,000	69,000	51,000	3,000	72,000	48,000
Building, Commercial Retail	1995	40	500,000	12,500	237,500	262,500	12,500	250,000	250,000	12,500	262,500	237,500	12,500	275,000	225,000
Building, Commercial Retail	1995	40	500,000	12,500	237,500	262,500	12,500	250,000	250,000	12,500	262,500	237,500	12,500	275,000	225,000
Restroom remodel	2006	40	10,594	265	2,384	8,210	265	2,649	7,945	265	2,914	7,680	265	3,179	7,416
Fish Sales Building	7/12/11	40	207,340	5,184	5,184	202,157	5,184	10,367	196,973	5,184	15,551	191,790	5,184	20,734	186,606
Improvements, Comm Retail	5/31/14	40	17,941	37	37	17,904	449	486	17,455	449	934	17,007	449	1,383	16,558
Fish House Rehab	5/31/14	40	18,383	-	-	-	460	460	17,923	460	919	17,464	460	1,379	17,004
OSMB Parking Lot-in service 2016	6/30/16	40	508,630	-	-	-	-	-	-	-	12,716	495,914	12,716	25,432	483,199
OSMB Parking Lot	9/30/15	40	15,132	-	-	-	-	-	-	-	378	14,754	378	757	14,375
OSMB Parking Lot	6/30/16	40	2,057	-	-	-	-	-	-	-	51	2,006	51	103	1,954
Total Buildings			2,762,018	41,925	1,288,676	929,140	42,796	1,331,472	904,727	42,796	1,387,414	874,604	42,796	1,443,356	830,662
RV Park															
RV Park Infrastructure	1997	40	333,333	8,333	141,613	191,720	8,333	149,946	183,387	8,333	158,280	175,053	8,333	166,613	166,720
RV Park Renovation	2002	40	300,000	7,500	97,500	202,500	7,500	105,000	195,000	7,500	112,500	187,500	7,500	120,000	180,000
Campground Upgrade	6/1/15	40	67,039	-	-	-	140	140	66,899	1,676	1,816	65,223	1,676	3,492	63,547
RV Park Upgrade	6/1/15	40	49,246	-	-	-	103	103	49,143	1,231	1,334	47,912	1,231	2,565	46,681
RV Park Upgrade	6/30/16	40	1,803	-	-	-	-	-	-	45	45	1,758	45	90	1,713
Total RV Park			751,421	15,833	239,113	394,220	16,076	255,189	494,429	16,786	273,975	477,446	16,786	292,760	458,661
Total Docks & Buildings															
			15,323,722	341,242	4,205,919	10,455,513	344,080	4,549,998	10,246,101	359,934	4,909,932	10,413,789	359,934	5,269,867	10,053,855
Total Depreciable															
			16,457,824	341,910	4,527,027	10,863,999	394,002	4,921,028	10,639,720	411,111	5,332,139	10,756,232	421,615	5,753,755	10,704,069
TOTAL															
			\$ 20,320,569	\$ 341,910	\$ 4,527,027	\$ 11,208,999	\$ 394,002	\$ 4,921,028	\$ 13,486,868	\$ 411,111	\$ 5,332,139	\$ 14,618,977	\$ 421,615	\$ 5,753,755	\$ 14,586,814

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Port of Brookings Harbor						
Fixed Assets						
07-01-2016 to 6/30/2017						
2016-2017						
Description	Date	Life	Cost	Current Depr 2014	Total Depr	Net Book Value
Asset additions - FY 2017			\$ 369,453		Current Depr 2015	Net Book Value
					Current Depr 2016	Net Book Value
					Current Depr 2017	Net Book Value
Asset Sales FY 2017			\$2,896,067			

Part of Brookings Harbor
General Funds (Check Register)
May 1, 2017 - May 31, 2017

Type	Date	Num	Name	Memo	Amount
CASH & CASH EQUIVALENTS					
2 - General Funds Ctg 3634					
Bill Pmt-Check	05/02/2017	9097	Coos-Curry Electric Inc	ACCT # 67601	\$ (9,542.55)
Bill Pmt-Check	05/02/2017	9098	Gorman Electric, Inc.	Changed a plug at N-9	\$ (113.40)
Bill Pmt-Check	05/02/2017	9099	Mannieu and Associates	Various Appraisals	\$ (12,500.00)
Bill Pmt-Check	05/02/2017	8100	Rock Island Design	Port Authority All-Season II Jacket for Roger Thompson	\$ (114.98)
Bill Pmt-Check	05/02/2017	8101	South Coast Knight Security	Payroll for April 2017	\$ (1,000.00)
Bill Pmt-Check	05/02/2017	8102	Stibbins Colley & Collins		\$ (1,165.00)
General Journal	05/02/2017	Trans 52		To transfer from General Funds to Debt Service Fund for loan repay on Ford Truck	\$ (7,300.00)
Check	05/02/2017	DEBIT	Elavon	APRIL 2017 MERCHANT SERVICE FEE ACCT#316	\$ (788.29)
Check	05/02/2017	DEBIT	Elavon	APRIL 2017 MERCHANT SERVICE FEE - acct#873 Venitek	\$ (25.57)
Check	05/02/2017	DEBIT	Elavon	APRIL 2017 MERCHANT SERVICE FEE ACCT#902	\$ (699.03)
Check	05/02/2017	DEBIT	Elavon	APRIL 2017 MERCHANT SERVICE FEE ACCT#951	\$ (74.60)
Bill Pmt-Check	05/04/2017	8104	Curry County Community Development	Zola's Demo Permit	\$ (15.00)
General Journal	05/04/2017	NSF #6665		Bounced Checks # 6665	\$ (1,859.07)
General Journal	05/04/2017	NSF		Bank service charges for bounced checks # 6665	\$ (12.00)
General Journal	05/04/2017	Trans 54		To transfer to Debt Service funds for 2nd QTR Payment	\$ (4,807.69)
General Journal	05/04/2017	Trans 54		To transfer to Debt Service funds for May Travelist payment	\$ (1,075.15)
General Journal	05/04/2017	Trans 54		To transfer to USDA Revenue Bond - savings for November pmt	\$ (2,502.30)
General Journal	05/04/2017	Trans 54		Advice of Debt #492454427 PAYROLL 4/26/17	\$ (113.35)
Check	05/05/2017	DEBIT	ADP	Rec 05/10/2017 payroll Taxes	\$ (12,570.52)
General Journal	05/10/2017	PAY 510		Rec 05/10/2017 payroll Taxes	\$ (4,530.54)
General Journal	05/10/2017	TAX 510		To transfer to Debt Service funds for 2nd QTR Payment	\$ (4,807.69)
General Journal	05/12/2017	Trans 512		To transfer to Debt Service funds for May Travelist payment	\$ (3,963.85)
General Journal	05/12/2017	Trans 512		To transfer to USDA Revenue Bond - savings for November pmt	\$ (2,502.30)
General Journal	05/12/2017	Trans 512		Keys to Secured Storage	\$ (64.00)
Bill Pmt-Check	05/12/2017	8105	Anchor Lock & Key	NO FIREWORK signs	\$ (378.00)
Bill Pmt-Check	05/12/2017	8106	Brookings Signs & Graphics	Monthly Statement	\$ (83.45)
Bill Pmt-Check	05/12/2017	8107	Curry Equipment	Account #2040-2434-001	\$ (5,515.65)
Bill Pmt-Check	05/12/2017	8108	Curry Transfer & Recycling	SPILL PREVENTION PLAN	\$ (1,020.00)
Bill Pmt-Check	05/12/2017	8109	EMC-Engineers/Scientists, LLC	Monthly Statement	\$ (150.39)
Bill Pmt-Check	05/12/2017	8110	Eureka Oxygen Co.	Customer No ORBRK0013	\$ (775.49)
Bill Pmt-Check	05/12/2017	8111	Federal Industrial Supplies	COMPACT TOILET TISSUE 36CASE	\$ (179.98)
Bill Pmt-Check	05/12/2017	8112	Gold Beach Lumber Yard, Inc.	Monthly Statement	\$ (368.25)
Bill Pmt-Check	05/12/2017	8113	Gorman Electric, Inc.	April 2017 Salary Bill	\$ (2,139.60)
Bill Pmt-Check	05/12/2017	8114	Harbor Sanitary District	320-420 SERVICE/WATER BILL	\$ (1,687.40)
Bill Pmt-Check	05/12/2017	8115	Kerr's Ace Hardware Inc	WEATHER CAM NETWORK SPONSOR / DIGITAL 5/11/17-5/31/17	\$ (500.00)
Bill Pmt-Check	05/12/2017	8116	Kerr's Ace Hardware Inc	Monthly Statement	\$ (193.03)
Bill Pmt-Check	05/12/2017	8117	NAPA Auto Part	ACCT#11871	\$ (248.88)
Bill Pmt-Check	05/12/2017	8118	Rogue Credit Union	ACCT # 4306-80 CARD#6593	\$ (2,785.11)
Bill Pmt-Check	05/12/2017	8119	Rogue Credit Union	2940-522445-001	\$ (195.00)
Bill Pmt-Check	05/12/2017	8120	Spec Dist Assoc of OR- Prop & Cas	Policy#31P16414-203 Customer ID: 01-16414	\$ (8,187.35)
Bill Pmt-Check	05/12/2017	8121	Stibbins Colley & Collins	PBH16-038, PBH17-037, PBH6-086, PBH6-33	\$ (940.50)
Bill Pmt-Check	05/12/2017	8122	Venitek International	Annual Dues - Launch Machine	\$ (2,070.00)
Bill Pmt-Check	05/12/2017	8123	Western Communications	ACCT# 816180	\$ (425.94)
Bill Pmt-Check	05/12/2017	8124	Xerox Capital Services, LLC	W7870 PRINTER SER BOW-592355	\$ (1,066.38)
Bill Pmt-Check	05/12/2017	8125	Capital Projects Fund	Transfer of \$1620.00 to pay EMC invoice#1693	\$ (1,620.00)
Check	05/12/2017	EFT		Funds Transfer from General Fund to Fuel Account per Telewinds cc pmt in the Port's Office 5/12/17	\$ (245.45)
Bill Pmt-Check	05/12/2017	8126	Western States Environmental Services Inc	Asbestos Roofing Removed at Zola's	\$ (1,430.00)
Bill Pmt-Check	05/12/2017	EFT		Transfer of \$75.00 to pay Curry County- Permit Fee FEMA Boarding Dock Replacement	\$ (75.00)
Check	05/19/2017	DEBIT	ADP	Advice of Debt #493066104 PAYROLL 5/10/17	\$ (115.36)
Check	05/19/2017	DEBIT	ADP	Rec 05/22/2017 payroll Taxes	\$ (12,771.79)
General Journal	05/24/2017	PAY 524		Advice of Debt #493066104 PAYROLL 5/10/17	\$ (4,752.30)
General Journal	05/24/2017	TAX 524		Rec 05/22/2017 payroll Taxes	\$ (115.36)
Check	05/26/2017	DEBIT	ADP	Advice of Debt #493533812 PAYROLL 5/24/17	\$ (923.24)
Check	05/31/2017	8128	Dehlinger, Gary	Funds Transfer from Capt Fund to General Fund - USCG May Lease Pmt	\$ (350.96)
Check	05/31/2017	8129	Shepard, Danielle	Reimbursement for Trip to Salem 5/18/17	\$ (20.44)
General Journal	05/31/2017	Trans 521		To transfer to Debt Service funds for Payment to IFA for 80% Net Proceeds from Auction 5/13/17	\$ (16,578.52)
General Journal	05/31/2017	Trans 521		To transfer to Debt Service funds for Payment to IFA for 80% Net Proceeds from Sale of Ice House	\$ (600.00)
General Journal	05/31/2017	Trans 521		To transfer to Debt Service funds for Payment to IFA for 80% Net Proceeds from Sale of Cold Stor	\$ (7,200.00)
1002 - General Funds Ctg 3634					\$ (145,915.42)
1003 - FUEL DOCK					
Bill Pmt-Check	05/02/2017	8103	Carson-Davis Oil Company	CUSTOMER # 78-0011262	\$ (8,744.52)
Transfer	05/12/2017			Funds Transfer from General Fund to Fuel Account per Telewinds cc pmt in the Port's Office 5/12/17	\$ 345.45
Total 1003 - FUEL DOCK					\$ (8,399.07)
1001 - CASH & CASH EQUIVALENTS - Other					
Total 1001 - CASH & CASH EQUIVALENTS - Other					\$ (152,314.49)
Total 1001 - CASH & CASH EQUIVALENTS					\$ (182,314.49)

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Port of Brookings Harbor
Balance Sheet
As of May 31, 2017

May 31, 17

ASSETS

Current Assets

Checking/Savings

1001 · CASH & CASH EQUIVALENTS

1002 · General Funds Ckg 3634

138,009.32

1003 · FUEL DOCK

25,259.66

Total 1001 · CASH & CASH EQUIVALENTS

163,268.98

1004 · CASH/EQUIVALENTS - RESTRICTED

1005 · Capital Projects Fund 8018

2,500.00

1007 · USDA BOND MM 9529

30,038.30

1008 · Debt Service Fund MM 8627

IFA LOAN SAVINGS

21,715.38

1008 · Debt Service Fund MM 8627 - Other

19.03

Total 1008 · Debt Service Fund MM 8627

21,734.41

Total 1004 · CASH/EQUIVALENTS - RESTRICTED

54,272.71

1012 · Cash on Hand/Petty Cash

1014 · SAFE/ONSITE DRAWER

419.50

1015 · Fuel Dock Cash Drawer

200.00

1018 · RV Park Cash Drawer

600.00

1022 · Office/Danielle

100.00

1023 · Office/Skylar

100.00

Total 1012 · Cash on Hand/Petty Cash

1,419.50

Total Checking/Savings

218,961.19

Accounts Receivable

1200 · Accounts Receivable Account

15,282.71

Total Accounts Receivable

15,282.71

Other Current Assets

1210 · A/R-Auditor Adjustment Account

14,926.01

1305 · FUEL Inventory

12,849.68

1310 · Prepaid Insurance

14,081.00

1320 · Due from Other Port Funds

1322 · Due from Capital Projects Fund

23,530.24

Total 1320 · Due from Other Port Funds

23,530.24

1330 · Trans out to Other Port Funds

1332 · Trans out to Capital Proj Fund

189,685.15

1334 · Trans out to USDA Bond Fund

5,004.60

1336 · Trans out to Debt Service Fund

135,099.40

Total 1330 · Trans out to Other Port Funds

329,789.15

1400 · RECEIVABLES

1405 · Grants Receivables

1408 · Dock Renovation L16010

1,500,579.00

Total 1405 · Grants Receivables

1,500,579.00

Total 1400 · RECEIVABLES

1,500,579.00

Port of Brookings Harbor
Balance Sheet
As of May 31, 2017

	May 31, 17
1499 · Undeposited Funds	12,008.43
Total Other Current Assets	1,907,763.51
Total Current Assets	2,142,007.41
Fixed Assets	
1600 · Fixed Asset	
1605 · Construction in Progress	317,006.75
1610 · Land	2,537,448.00
1620 · Buildings & Docks	15,323,721.68
1630 · Equipment	
1632 · 50 BFMII Travelift Mobile Boat	343,750.00
1635 · Ford F250 Truck	25,701.50
1630 · Equipment - Other	959,429.99
Total 1630 · Equipment	1,328,881.49
1600 · Fixed Asset - Other	-194,277.00
Total 1600 · Fixed Asset	19,312,780.92
1690 · Allowance for depreciation	-5,328,718.00
Total Fixed Assets	13,984,062.92
TOTAL ASSETS	16,126,070.33
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · General Fund Accts Payable	43,776.14
2002 · Capital Projects Accts Payable	23,854.00
Total Accounts Payable	67,630.14
Credit Cards	
2005 · RCU VISA ACCT	3,831.82
Total Credit Cards	3,831.82
Other Current Liabilities	
2010 · ACCRUED BENEFITS	15,607.78
2015 · DEFERRED REVENUE	14,926.01
2020 · Security Deposits C/R	10,586.53
2022 · Key Deposit	420.00
2120 · Due to Other Port Funds	
2122 · Due to Capital Projects Fund	23,530.24
Total 2120 · Due to Other Port Funds	23,530.24
2130 · Trans in to Other Port Funds	
2132 · Trans in to Capital Proj Fund	189,685.15
2134 · Trans in to USDA Bond Fund	5,004.60
2136 · Trans in to Debt Service Fund	135,099.40
Total 2130 · Trans in to Other Port Funds	329,789.15

Port of Brookings Harbor
Balance Sheet
As of May 31, 2017

	May 31, 17
2150 · Current Portion of LT Debt	1,158,799.00
Total Other Current Liabilities	1,553,658.71
Total Current Liabilities	1,625,120.67
Long Term Liabilities	
2200 · Notes Payable	
Revenue Bonds Payable	
2280 · USDA #97-02	1,287,801.78
Total Revenue Bonds Payable	1,287,801.78
2205 · 50 BFMII Travelift Mobile Boat	301,102.77
2235 · Land Purchase-Kyle Aubin	16,992.00
2250 · OEDD/Restructure Prin Pmts	
IFA/OBDD LOANS	
2256 · IFA/OBDD #520139/Boardwalk	94,836.34
2257 · IFA/OBDD #525172/RV Park Improv	153,941.40
2258 · IFA/OBDD #525176/Green Bldg	337,349.39
2259 · IFA/OBDD #525181/EurekaFishery	223,039.62
Total IFA/OBDD LOANS	809,166.75
IFA/SPWF LOANS	
2261 · IFA/SPWF L02009/Cold Storage	916,072.94
2263 · IFA/SPWF L96003/RV Park Beach	114,422.40
2264 · IFA/SPWF L98004/Dock Improv	264,262.25
2265 · L02001/Marine Fueling Dock	231,568.76
2266 · X03004/Eureka Fishery Invoice	243,158.36
2267 · L16010/Comm Rec Dock Reno	1,500,579.00
Total IFA/SPWF LOANS	3,270,063.71
Total 2250 · OEDD/Restructure Prin Pmts	4,079,230.46
Total 2200 · Notes Payable	5,685,127.01
2206 · INTEREST PAYABLE RESTRICTED	43,657.00
2207 · Accrued interest payable	2,605,943.00
2290 · Less current portion	-1,158,799.00
Total Long Term Liabilities	7,175,928.01
Total Liabilities	8,801,048.68
Equity	
2900 · Port Equity Account	7,162,741.28
Net Income	162,280.37
Total Equity	7,325,021.65
TOTAL LIABILITIES & EQUITY	16,126,070.33

Port of Brookings Harbor
Profit & Loss Budget Performance
July 2016 through June 2017

	<u>Jul '16 - Jun 17</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
4100 · MARINA/ADMINISTRATION/MOORAGE	626,213.37	702,153.00	89%
4200 · COMMERCIAL RETAIL	422,404.29	405,000.00	104%
4400 · RV PARK	504,343.24	589,760.00	86%
4500 · FUEL SALES	390,559.77	720,000.00	54%
4550 · SPECIAL EVENT	33,491.00	86,350.00	39%
4600 · BOATYARD	59,757.36		100%
4700 · ICE HOUSE	88,065.00	200,000.00	44%
4800 · COLD STORAGE	19,221.59	70,000.00	27%
4900 · LAND USE EVENTS	4,380.00		
Total Income	<u>2,148,435.62</u>	<u>2,773,263.00</u>	<u>77%</u>
Gross Profit	2,148,435.62	2,773,263.00	
Expense			
5010 · WAGES & SALARIES	350,940.82	542,825.00	65%
5040 · EMPLOYEE COSTS & BENEFITS	168,594.70	298,549.00	56%
5500 · FUEL purchased for resale	330,467.07	685,000.00	48%
5540 · MINI-MART (Cost of Goods)	7,665.88		100%
6001 · ADVERTISING & NOTIFICATIONS	13,979.44	5,000.00	280%
6100 · REPAIRS & MAINTENANCE	269,588.98	532,950.00	51%
6200 · UTILITIES	359,276.39	295,398.00	122%
6300 · OFFICE EXPENSE	49,906.66	74,664.00	67%
6350 · BANK SERVICE & FINANCE FEES	26,066.57	73,324.00	36%
6400 · TRAVEL & ENTERTAINMENT	2,339.92	11,000.00	21%
6500 · PERMITS, LICENSES, TAXES & MISC	22,998.79	10,780.00	213%
6550 · SPECIAL EVENTS	25,413.35	80,000.00	32%
6585 · Harbor RFPD Service	15,000.00	15,000.00	100%
6600 · BAD DEBT	3,986.37	5,000.00	80%
6800 · INSURANCE; PROP & CAS, BOND	88,445.89	130,800.00	68%
6900 · PROFESSIONAL FEES	102,590.27	126,120.00	81%
Total Expense	<u>1,837,261.10</u>	<u>2,886,410.00</u>	<u>64%</u>
Net Ordinary Income	311,174.52	-113,147.00	-275%
Other Income/Expense			
Other Income			
7000 · PROPERTY TAX	213,045.50	205,000.00	104%
7100 · Interest Income	-2,158.87		100%
7120 · RESTITUTIONS & SETTLEMENTS	112,813.21		100%
7130 · Sale of Assets	-1,506,061.84		100%
7140 · COOS CURRY CO-OP PATRONAGE	6,700.72		100%
7150 · Longevity Credit;SDAO	7,091.50		100%
7200 · GRANT REVENUES	1,854,125.00	1,566,982.00	118%
7300 · FEMA REVENUE	234,833.22	500,000.00	47%
7400 · Dredging/Income		285,000.00	0%
Total Other Income	<u>920,388.44</u>	<u>2,556,982.00</u>	

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Port of Brookings Harbor

Profit & Loss Budget Performance

July 2016 through June 2017

	Jul '16 - Jun 17	Budget	% of Budget
Other Expense			
74001 · DREDGING EXPENSE	5,233.57	135,000.00	4%
8055 · Capital Projects/Repairs	3,024.00		100%
8100 · FEMA EXPENSES	143,815.90		100%
8200 · GRANT EXPENSES	695,348.98		100%
8300 · CAPITAL OUTLAYS; GENERAL FUND		476,500.00	0%
8400 · DEBT SERVICE FUND	12,153.22		100%
8600 · Revenue Bond Fund	67,520.08	56,796.00	119%
8900 · Depreciation Expense	71,260.00		100%
Total Other Expense	998,355.75	668,296.00	
Net Other Income	-77,967.31	1,888,686.00	
Net Income	233,207.21	1,775,539.00	

Port of Brookings Harbor
Port Profit & Loss
 July 2016 through May 2017

	Jul '16 - May 17
Ordinary Income/Expense	
Income	
4100 · MARINA/ADMINISTRATION	
4110 · Returned Check Charges	180.00
4120 · Finance Charges/Income	2,735.70
4125 · Administrative Fees	307.60
4126 · Revenue/Collections	180.54
4130 · Boat Launch	18,068.30
4135 · Storage	57,592.90
Total 4100 · MARINA/ADMINISTRATION	79,065.04
4200 · COMMERCIAL RETAIL	
4210 · Commercial Retail Lease	375,994.52
4212 · CR/ Water	389.00
4214 · CR/Utilities	4,691.16
4215 · Property Tax	2,027.88
4222 · CPI-U	672.24
Total 4200 · COMMERCIAL RETAIL	383,774.80
4300 · MOORAGE	
4310 · Commercial Slip Rent	253,433.66
4320 · Recreational Slip Rent	192,870.64
4325 · Transient	12,558.00
4330 · Liveaboard	2,620.75
4335 · Dock Box	1,147.00
4340 · Moorage Electric	34,060.68
4350 · Other Fees	2,159.65
Total 4300 · MOORAGE	498,850.38
4400 · RV PARK	
4410 · Space Rental	470,343.99
4430 · Mini Mart	7,954.36
4440 · Laundry & Showers	13,059.39
4450 · Wood Sales	219.00
4460 · Dump Charges	65.00
4470 · Misc Purchases & Sales	623.25
Total 4400 · RV PARK	492,264.99
4500 · FUEL SALES	382,574.26
4550 · SPECIAL EVENT	
4551 · Registration	13,190.00
4554 · Sponsors	3,685.00
4555 · Vendors	9,785.00
4557 · Dinner Tickets	1,380.00
4558 · Misc Food and Beverage Sales	331.00
4559 · Raffle	242.00
4561 · Apparel Sales	4,578.00
4562 · Event Space Rental	300.00
Total 4550 · SPECIAL EVENT	33,491.00
4600 · BOATYARD	
4625 · Emergency Response & Repair	370.00
4630 · Other Services & Sales	15,663.11
4635 · Travel Lift Haul Out	9,033.13
4640 · Labor	3,767.50
4655 · Yard Days	28,692.32
Total 4600 · BOATYARD	57,526.06
4700 · ICE HOUSE	88,065.00
4800 · COLD STORAGE	19,221.59
4900 · LAND USE EVENTS	
4910 · Grounds Use Fee	3,670.00
Total 4900 · LAND USE EVENTS	3,670.00
Total Income	2,038,503.12
Gross Profit	2,038,503.12
Expense	
5010 · WAGES & SALARIES	
5012 · Salary - Port Manager	43,272.00
5018 · Wages/Office Staff	112,404.29

Port of Brookings Harbor
Port Profit & Loss
 July 2016 through May 2017

	Jul '16 - May 17
5020 - Wages/Operations Staff	
5022 - Wages/Operations/General Fund	89,980.99
5024 - Wages/Operations/Capital Project	16,747.38
5020 - Wages/Operations Staff - Other	9,647.26
Total 5020 - Wages/Operations Staff	116,375.63
5026 - Wages/RV Park	39,695.26
5030 - Overtime/General Fund	23,951.31
5035 - Overtime/Capital Projects	2,961.96
Total 5010 - WAGES & SALARIES	338,660.45
5040 - EMPLOYEE COSTS & BENEFITS	
5050 - Paid Time Off	29,119.81
5055 - Disability Bank	3,716.88
5060 - Paid Holidays	8,904.00
5070 - Payroll Taxes/General Fund	37,031.88
5072 - Payroll Taxes/Capital Projects	1,828.68
5075 - Workers Compensation	-88.90
5078 - Non Tax Mileage Reimbursement	3,241.50
5079 - Personal Vehicle Allowance	3,047.00
5080 - Health Care and Dental	48,489.96
5090 - SEP Retirement	27,567.45
Total 5040 - EMPLOYEE COSTS & BENEFITS	162,858.26
5500 - FUEL purchased for resale	320,167.95
5540 - MINI-MART (Cost of Goods)	7,665.88
6000 - I MATERIALS & SERVICES	
6650 - Cash over/short	
Total 6000 - I MATERIALS & SERVICES	
6001 - ADVERTISING & NOTIFICATIONS	
6002 - Marketing & Advertising	8,581.74
6004 - Legal Notices	3,781.45
6001 - ADVERTISING & NOTIFICATIONS - Other	1,616.25
Total 6001 - ADVERTISING & NOTIFICATIONS	13,979.44
6100 - REPAIRS & MAINTENANCE	
6110 - Maintenance & Repairs	144,282.99
6115 - Services & Supplies	78,948.24
6120 - Landscaping & Beautification	12,146.34
6125 - Tools-Under \$5,000	2,539.90
6130 - Janitorial Services	17,670.00
6135 - Security Contract	8,334.00
Total 6100 - REPAIRS & MAINTENANCE	263,921.47
6200 - UTILITIES	
6210 - Telecommunications	13,489.41
6220 - Electric	170,042.03
6230 - Water	18,821.88
6240 - Sanitary	35,903.48
6250 - Waste Management	108,656.76
6260 - Cable TV	5,209.87
6270 - Propane Gas	631.72
Total 6200 - UTILITIES	352,755.15
6300 - OFFICE EXPENSE	
6315 - Office Services & Supplies	9,226.85
6320 - Leased Equipment(incl'g copier)	17,438.22
6330 - Dues, Subs & Pubs	14,588.16
6345 - Postage	2,303.24
6348 - Computers & Software Purchases	4,385.09
Total 6300 - OFFICE EXPENSE	47,941.56
6350 - BANK SERVICE & FINANCE FEES	
6335 - Merchant Services Fees	21,400.06
6360 - Bank Service Charge/Fees	305.45
6365 - Finance Charge/Late Fee	1,815.60
Total 6350 - BANK SERVICE & FINANCE FEES	23,521.11
6400 - TRAVEL & ENTERTAINMENT	
6415 - Lodging	867.70
6420 - Meals & Other	1,416.70
6425 - Mileage Reimbursement	55.52
Total 6400 - TRAVEL & ENTERTAINMENT	2,339.92

**Port of Brookings Harbor
Port Profit & Loss
July 2016 through May 2017**

	Jul '16 - May 17
6500 - PERMITS, LICENSES, TAXES & MISC	
6510 - Conferences/Education/Meetings	2,506.88
6525 - Lodging Taxes	8,174.94
6545 - Taxes-Property	5,357.10
6570 - Donations & Contributions	
6575 - Permits & Licenses	685.00
6500 - PERMITS, LICENSES, TAXES & MISC - Other	1,110.50
Total 6500 - PERMITS, LICENSES, TAXES & MISC	17,834.42
6550 - SPECIAL EVENTS	
6551 - Food Expenses	3,049.62
6552 - Clothing	3,694.65
6553 - Entertainment	175.00
6554 - Prizes	10,325.06
6555 - Professional Planning	3,800.00
6557 - Supplies & Services	2,277.22
6558 - Advertising	2,091.80
6559 - Permits/Insurance/Fees	
Total 6550 - SPECIAL EVENTS	25,413.35
6585 - Harbor RFPD Service	15,000.00
6600 - BAD DEBT	3,954.37
6800 - INSURANCE; PROP & CAS, BOND	
6810 - Port Self Insurance	1,510.45
6800 - INSURANCE; PROP & CAS, BOND - Other	78,748.09
Total 6800 - INSURANCE; PROP & CAS, BOND	80,258.54
6900 - PROFESSIONAL FEES	
6910 - Accounting	5,100.00
6915 - Realtor & Auctioneer Commission	9,558.50
6920 - Audit	14,812.41
6922 - Engineering Services	1,020.00
6924 - Management Consulting	37,723.96
6925 - Consultants	16,940.00
6935 - Legal	10,738.85
6945 - IT Support/Services	3,027.88
6955 - Payroll Administration Fee	3,519.67
Total 6900 - PROFESSIONAL FEES	102,441.27
Total Expense	1,778,713.14
Net Ordinary Income	259,789.98
Other Income/Expense	
Other Income	
7000 - PROPERTY TAX	
7010 - Previously Levied Tax	6,236.37
7020 - Current Tax Levy	206,809.13
Total 7000 - PROPERTY TAX	213,045.50
7100 - Interest Income	-2,158.87
7120 - RESTITUTIONS & SETTLEMENTS	
7125 - State of OR; Claim #L15955101	112,000.00
7120 - RESTITUTIONS & SETTLEMENTS - Other	813.21
Total 7120 - RESTITUTIONS & SETTLEMENTS	112,813.21
7130 - Sale of Assets	-1,506,061.84
7140 - COOS CURRY CO-OP PATRONAGE	6,700.72
7150 - Longevity Credit;SDAO	7,091.50
7200 - GRANT REVENUES	
7240 - MAP Grant	4,785.00
7290 - ODOT GRANT REVENUE (L12001)	1,162,051.00
7291 - Dock Rev-L16010-Interim Recev	667,289.00
Total 7200 - GRANT REVENUES	1,834,125.00
7300 - FEMA REVENUE	
7311 - PW 29 - Ice House Dredging	234,833.22
Total 7300 - FEMA REVENUE	234,833.22
Total Other Income	900,388.44
Other Expense	
74001 - DREDGING EXPENSE	5,233.57
8055 - Capital Projects/Repairs	
8060 - Dredging @ Cty Drain/Travelift	3,024.00
Total 8055 - Capital Projects/Repairs	3,024.00

Port of Brookings Harbor
Port Profit & Loss
 July 2016 through May 2017

	Jul '16 - May 17
8100 - FEMA EXPENSES	
8120 - PW 29-Ice House Dredging	134,966.94
8121 - FEMA/Boarding Dock Replacement	106.96
8125 - FEMA/OEM Fuel Ramp Repairs	6,137.00
8126 - FEMA/Storm Damage 2017	985.00
8127 - FEMA/Boardwalk	1,620.00
Total 8100 - FEMA EXPENSES	143,815.90
8200 - GRANT EXPENSES	
8230 - Dock Repair L16010 Interim loan	687,289.00
8240 - Sport Basin; Piling Repair	8,059.98
Total 8200 - GRANT EXPENSES	695,348.98
8400 - DEBT SERVICE FUND	
8430 - Paid Interest	
8431 - Bank Fees	235.78
8432 - IFA	1,830.80
8442 - Umpqua Bank Loan Interest	113.17
8443 - 50 BFMII Travelift Interest	9,515.77
Total 8430 - Paid Interest	11,695.52
Total 8400 - DEBT SERVICE FUND	11,695.52
8600 - Revenue Bond Fund	
8610 - Revenue Bond Interest	67,520.08
Total 8600 - Revenue Bond Fund	67,520.08
8900 - Depreciation Expense	71,260.00
Total Other Expense	997,898.05
Net Other Income	-97,509.61
Net Income	162,280.37

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Accrual Basis

Port of Brookings Harbor

Profit & Loss Prev Year Comparison

July 2016 through May 2017

	Jul '16 - May 17	Jul '15 - May 16	\$ Change	% Change
Ordinary Income/Expense				
Income				
Bell & Whistle Coffee Shop		1,850.98	-1,850.98	-100.0%
Web Site Advertising		-45.00	45.00	100.0%
4100 · MARINA/ADMINISTRATION	79,065.04	87,577.17	-8,512.13	-9.7%
4200 · COMMERCIAL RETAIL	383,774.80	372,976.48	10,798.32	2.9%
4300 · MOORAGE	498,850.38	453,552.30	45,298.08	10.0%
4400 · RV PARK	492,264.99	541,576.27	-49,311.28	-9.1%
4500 · FUEL SALES	382,574.26	506,321.01	-123,746.75	-24.4%
4550 · SPECIAL EVENT	33,491.00	80,918.05	-47,427.05	-58.6%
4600 · BOATYARD	57,526.06	54,510.65	3,015.41	5.5%
4700 · ICE HOUSE	88,065.00	154,859.80	-66,794.80	-43.1%
4800 · COLD STORAGE	19,221.59	31,292.35	-12,070.76	-38.6%
4900 · LAND USE EVENTS	3,670.00	3,670.00	3,670.00	100.0%
Total Income	2,038,503.12	2,285,390.06	-246,886.94	-10.8%
Gross Profit	2,038,503.12	2,285,390.06	-246,886.94	-10.8%
Expense				
5000 · II PERSONNEL SERVICES/PAYROLL		236.97	-236.97	-100.0%
5010 · WAGES & SALARIES	338,660.45	485,016.93	-146,356.48	-30.2%
5040 · EMPLOYEE COSTS & BENEFITS	162,858.26	215,983.86	-53,125.60	-24.6%
5500 · FUEL purchased for resale	320,167.95	402,024.61	-81,856.66	-20.4%
5540 · MINI-MART (Cost of Goods)	7,665.88	8,578.37	-912.49	-10.6%
6000 · I MATERIALS & SERVICES		3,901.29	-3,901.29	-100.0%
6001 · ADVERTISING & NOTIFICATIONS	13,979.44	28,947.65	-14,968.21	-51.7%
6100 · REPAIRS & MAINTENANCE	263,921.47	233,575.31	30,346.16	13.0%
6200 · UTILITIES	352,755.15	331,333.58	21,421.57	6.5%
6300 · OFFICE EXPENSE	47,941.56	87,582.76	-39,641.20	-45.3%
6350 · BANK SERVICE & FINANCE FEES	23,521.11	103,559.85	-80,038.74	-77.3%
6400 · TRAVEL & ENTERTAINMENT	2,339.92	4,813.54	-2,473.62	-51.4%
6500 · PERMITS, LICENSES, TAXES & MISC	17,834.42	16,954.48	879.94	5.2%
6550 · SPECIAL EVENTS	25,413.35	126,704.11	-101,290.76	-79.9%
6585 · Harbor RFPD Service	15,000.00		15,000.00	100.0%
6600 · BAD DEBT	3,954.37	-353.44	4,307.81	1,218.8%
6800 · INSURANCE; PROP & CAS, BOND	80,258.54	86,314.92	-6,056.38	-7.0%
6900 · PROFESSIONAL FEES	102,441.27	114,544.33	-12,103.06	-10.6%
Total Expense	1,778,713.14	2,249,719.12	-471,005.98	-20.9%
Net Ordinary Income	259,789.98	35,670.94	224,119.04	628.3%
Other Income/Expense				
Other Income				
7000 · PROPERTY TAX	213,045.50	185,106.15	27,939.35	15.1%
7100 · Interest Income	-2,158.87	255.10	-2,413.97	-946.3%
7110 · Miscellaneous Income		111,230.31	-111,230.31	-100.0%
7120 · RESTITUTIONS & SETTLEMENTS	112,813.21		112,813.21	100.0%

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Accrual Basis

Port of Brookings Harbor

Profit & Loss Prev Year Comparison

July 2016 through May 2017

	Jul '16 - May 17	Jul '15 - May 16	S Change	% Change
7130 · Sale of Assets	-1,506,061.84	33,000.00	-1,539,061.84	-4,663.8%
7140 · COOS CURRY CO-OP PATRONAGE	6,700.72	8,862.71	-2,161.99	-24.4%
7150 · Longevity Credit;SDAO	7,091.50	7,091.50		
7200 · GRANT REVENUES	1,834,125.00	23,607.28	1,810,517.72	7,669.3%
7300 · FEMA REVENUE	234,833.22	95,233.25	139,599.97	146.6%
7400 · Dredging/Income		162,752.32	-162,752.32	-100.0%
Total Other Income	900,388.44	627,138.62	273,249.82	43.6%
Other Expense				
74001 · DREDGING EXPENSE	5,233.57	49,635.95	-44,402.38	-89.5%
76001 · Strategic Business Plan		2,400.00	-2,400.00	-100.0%
8000 · Dredge Project Port Brookings		3,913.13	-3,913.13	-100.0%
8055 · Capital Projects/Repairs	3,024.00		3,024.00	100.0%
8100 · FEMA EXPENSES	143,815.90	218,857.44	-75,041.54	-34.3%
8200 · GRANT EXPENSES	695,348.98	856,105.47	-160,756.49	-18.8%
8300 · CAPITAL OUTLAYS; GENERAL FUND		-17,162.09	17,162.09	100.0%
8400 · DEBT SERVICE FUND	11,695.52	449,654.22	-437,958.70	-97.4%
8600 · Revenue Bond Fund	67,520.08	-130,120.00	197,640.08	151.9%
8900 · Depreciation Expense	71,260.00	356,777.00	-285,517.00	-80.0%
Total Other Expense	997,898.05	1,790,061.12	-792,163.07	-44.3%
Net Other Income	-97,509.61	-1,162,922.50	1,065,412.89	91.6%
Net Income	162,280.37	-1,127,251.56	1,289,531.93	114.4%

Port of Brookings Harbor

Profit & Loss Prev Year Comparison

May 2017

	May 17	May 16	\$ Change	% Change
Ordinary Income/Expense				
Income				
4100 · MARINA/ADMINISTRATION	9,089.52	7,461.84	1,627.68	21.8%
4200 · COMMERCIAL RETAIL	38,160.01	32,867.12	5,292.89	16.1%
4300 · MOORAGE	54,412.43	59,844.40	-5,431.97	-9.1%
4400 · RV PARK	50,179.25	50,710.97	-531.72	-1.1%
4500 · FUEL SALES	29,845.29	80,754.07	-50,908.78	-63.0%
4550 · SPECIAL EVENT		10,149.55	-10,149.55	-100.0%
4600 · BOATYARD	15,420.92	3,202.54	12,218.38	381.5%
4700 · ICE HOUSE		41,713.95	-41,713.95	-100.0%
4800 · COLD STORAGE		3,412.92	-3,412.92	-100.0%
4900 · LAND USE EVENTS	370.00		370.00	100.0%
Total Income	197,477.42	290,117.36	-92,639.94	-31.9%
Gross Profit	197,477.42	290,117.36	-92,639.94	-31.9%
Expense				
5010 · WAGES & SALARIES	26,771.58	48,035.52	-21,263.94	-44.3%
5040 · EMPLOYEE COSTS & BENEFITS	12,305.78	19,326.44	-7,020.66	-36.3%
5500 · FUEL purchased for resale	22,445.81	68,285.75	-45,839.94	-67.1%
5540 · MINI-MART (Cost of Goods)		693.67	-693.67	-100.0%
6000 · MATERIALS & SERVICES		-0.70	0.70	100.0%
6001 · ADVERTISING & NOTIFICATIONS	1,346.77	2,367.93	-1,021.16	-43.1%
6100 · REPAIRS & MAINTENANCE	10,030.82	24,298.81	-14,267.99	-58.7%
6200 · UTILITIES	22,350.59	29,169.40	-6,818.81	-23.4%
6300 · OFFICE EXPENSE	3,741.57	5,854.38	-2,112.81	-36.1%
6350 · BANK SERVICE & FINANCE FEES	1,597.49	6,263.06	-4,665.57	-74.5%
6400 · TRAVEL & ENTERTAINMENT		60.00	-60.00	-100.0%
6500 · PERMITS, LICENSES, TAXES & MISC	379.40	582.59	-203.19	-34.9%
6550 · SPECIAL EVENTS		10,201.26	-10,201.26	-100.0%
6600 · BAD DEBT	601.24	-104.59	705.83	674.9%
6800 · INSURANCE; PROP & CAS, BOND	8,187.35	7,535.66	651.69	8.7%
6900 · PROFESSIONAL FEES	10,992.07	20,474.78	-9,482.71	-46.3%
Total Expense	120,750.47	243,043.96	-122,293.49	-50.3%
Net Ordinary Income	76,726.95	47,073.40	29,653.55	63.0%
Other Income/Expense				
Other Income				
7000 · PROPERTY TAX	1,640.27	1,927.00	-286.73	-14.9%
7100 · Interest Income	6.38	96.89	-90.51	-93.4%
7130 · Sale of Assets	-1,525,611.84		-1,525,611.84	-100.0%
7200 · GRANT REVENUES	20,366.00		20,366.00	100.0%

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Accrual Basis

Port of Brookings Harbor Profit & Loss Prev Year Comparison

May 2017

	May 17	May 16	\$ Change	% Change
7400 - Dredging/Income		-16.65	16.65	100.0%
Total Other Income	-1,503,599.19	2,007.24	-1,505,606.43	-75,008.8%
Other Expense	96,587.05	465,504.40	-368,917.35	-79.3%
Net Other Income	-1,600,186.24	-463,497.16	-1,136,689.08	-245.2%
Net Income	<u>-1,523,459.29</u>	<u>-416,423.76</u>	<u>-1,107,035.53</u>	<u>-265.8%</u>

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Accrual Basis

Port of Brookings Harbor

Profit & Loss

May 2017

	May 17
Ordinary Income/Expense	
Income	
4100 · MARINA/ADMINISTRATION	
4110 · Returned Check Charges	50.00
4120 · Finance Charges/Income	219.25
4125 · Administrative Fees	152.32
4130 · Boat Launch	1,905.00
4135 · Storage	6,762.95
Total 4100 · MARINA/ADMINISTRATION	9,089.52
4200 · COMMERCIAL RETAIL	
4210 · Commercial Retail Lease	37,598.35
4212 · CR/ Water	79.00
4214 · CR/Utilities	32.08
4222 · CPI-U	450.58
Total 4200 · COMMERCIAL RETAIL	38,160.01
4300 · MOORAGE	
4310 · Commercial Slip Rent	34,382.66
4320 · Recreational Slip Rent	15,609.00
4325 · Transient	1,507.00
4335 · Dock Box	-62.00
4340 · Moorage Electric	2,975.77
Total 4300 · MOORAGE	54,412.43
4400 · RV PARK	
4410 · Space Rental	49,032.00
4440 · Laundry & Showers	545.00
4450 · Wood Sales	99.00
4470 · Misc Purchases & Sales	503.25
Total 4400 · RV PARK	50,179.25
4500 · FUEL SALES	29,845.29
4600 · BOATYARD	
4630 · Other Services & Sales	1,307.50
4635 · Travel Lift Haul Out	3,306.02
4640 · Labor	300.00
4655 · Yard Days	10,507.40
Total 4600 · BOATYARD	15,420.92
4900 · LAND USE EVENTS	
4910 · Grounds Use Fee	370.00
Total 4900 · LAND USE EVENTS	370.00
Total Income	197,477.42
Gross Profit	197,477.42
Expense	
5010 · WAGES & SALARIES	
5012 · Salary - Port Manager	5,769.60
5018 · Wages/Office Staff	7,280.00
5020 · Wages/Operations Staff	
5022 · Wages/Operations/General Fund	
5024 · Wages/OperationsCapital Project	
5020 · Wages/Operations Staff - Other	9,647.26
Total 5020 · Wages/Operations Staff	9,647.26

Port of Brookings Harbor
Profit & Loss
May 2017

	May 17
5026 · Wages/RV Park	2,754.50
5030 · Overtime/General Fund	1,320.22
5035 · Overtime/Capital Projects	
Total 5010 · WAGES & SALARIES	26,771.58
5040 · EMPLOYEE COSTS & BENEFITS	
5050 · Paid Time Off	1,922.75
5055 · Disability Bank	
5060 · Paid Holidays	
5070 · Payroll Taxes/General Fund	3,287.36
5078 · Non Tax Mileage Reimbursement	98.28
5079 · Personal Vehicle Allowance	277.00
5080 · Health Care and Dental	3,889.55
5090 · SEP Retirement	2,830.84
Total 5040 · EMPLOYEE COSTS & BENEFITS	12,305.78
5500 · FUEL purchased for resale	22,445.81
6001 · ADVERTISING & NOTIFICATIONS	
6002 · Marketing & Advertising	500.00
6004 · Legal Notices	803.02
6001 · ADVERTISING & NOTIFICATIONS - Other	43.75
Total 6001 · ADVERTISING & NOTIFICATIONS	1,346.77
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	4,780.71
6115 · Services & Supplies	3,579.21
6125 · Tools-Under \$5,000	580.90
6135 · Security Contract	1,090.00
Total 6100 · REPAIRS & MAINTENANCE	10,030.82
6200 · UTILITIES	
6210 · Telecommunications	944.47
6220 · Electric	9,392.50
6230 · Water	1,540.04
6240 · Sanitary	4,364.25
6250 · Waste Management	5,710.65
6260 · Cable TV	398.68
Total 6200 · UTILITIES	22,350.59
6300 · OFFICE EXPENSE	
6315 · Office Services & Supplies	482.75
6320 · Leased Equipment(incl'g copier)	1,082.06
6330 · Dues, Subs & Pubs	2,169.00
6345 · Postage	7.76
Total 6300 · OFFICE EXPENSE	3,741.57
6350 · BANK SERVICE & FINANCE FEES	
6335 · Merchant Services Fees	1,585.49
6360 · Bank Service Charge/Fees	12.00
Total 6350 · BANK SERVICE & FINANCE FEES	1,597.49
6500 · PERMITS, LICENSES, TAXES & MISC	
6510 · Conferences/Education/Meetings	379.40
Total 6500 · PERMITS, LICENSES, TAXES & MISC	379.40
6600 · BAD DEBT	601.24
6800 · INSURANCE; PROP & CAS, BOND	8,187.35

Port of Brookings Harbor
Profit & Loss
May 2017

	May 17
6900 · PROFESSIONAL FEES	
6915 · Realtor & Auctioneer Commission	9,558.50
6935 · Legal	940.50
6945 · IT Support/Services	149.00
6955 · Payroll Administration Fee	344.07
Total 6900 · PROFESSIONAL FEES	10,992.07
Total Expense	120,750.47
Net Ordinary Income	76,726.95
Other Income/Expense	
Other Income	
7000 · PROPERTY TAX	
7010 · Previously Levied Tax	525.22
7020 · Current Tax Levy	1,115.05
Total 7000 · PROPERTY TAX	1,640.27
7100 · Interest Income	6.38
7130 · Sale of Assets	-1,525,611.84
7200 · GRANT REVENUES	
7291 · Dock Rev-L16010-Interim Recev	20,366.00
Total 7200 · GRANT REVENUES	20,366.00
Total Other Income	-1,503,599.19
Other Expense	
8055 · Capital Projects/Repairs	
8060 · Dredging @ Cty Drain/Travelift	3,024.00
Total 8055 · Capital Projects/Repairs	3,024.00
8100 · FEMA EXPENSES	
8121 · FEMA/Boarding Dock Replacement	75.00
Total 8100 · FEMA EXPENSES	75.00
8200 · GRANT EXPENSES	
8230 · Dock Repair L16010 interim loan	20,000.00
8240 · Sport Basin; Piling Repair	830.00
Total 8200 · GRANT EXPENSES	20,830.00
8400 · DEBT SERVICE FUND	
8430 · Paid Interest	
8443 · 50 BFMII Travelift Interest	1,398.05
Total 8430 · Paid Interest	1,398.05
Total 8400 · DEBT SERVICE FUND	1,398.05
8900 · Depreciation Expense	71,260.00
Total Other Expense	96,587.05
Net Other Income	-1,600,186.24
Net Income	-1,523,459.29

Guest Forecast

For: 05/01/2017 - 05/31/2017

Date	Departures	Stayovers	Arrivals	Persons		Units	% Occ	Unit Revenue
				AM	PM			
5/1/2017	12	12	8	50/0/0/0	40/0/0/0	20	16.67	\$831.00
5/2/2017	5	15	7	40/0/0/0	44/0/0/0	22	18.33	\$932.00
5/3/2017	6	16	2	44/0/0/0	36/0/0/0	18	15.00	\$714.00
5/4/2017	5	13	7	36/0/0/0	40/0/0/0	20	16.67	\$824.00
5/5/2017	4	16	14	40/0/0/0	59/0/0/0	30	25.00	\$1,303.00
5/6/2017	4	26	7	59/0/0/0	65/0/0/0	33	27.50	\$1,434.00
5/7/2017	17	16	4	65/0/0/0	39/0/0/0	20	16.67	\$724.00
5/8/2017	4	16	10	39/0/0/0	52/0/0/0	26	21.67	\$982.00
5/9/2017	7	19	8	52/0/0/0	54/0/0/0	27	22.50	\$1,132.00
5/10/2017	10	17	5	54/0/0/0	44/0/0/0	22	18.33	\$843.00
5/11/2017	7	15	6	44/0/0/0	43/0/0/0	21	17.50	\$840.00
5/12/2017	7	14	10	43/0/0/0	47/0/0/0	24	20.00	\$955.00
5/13/2017	6	18	9	47/0/0/0	53/0/0/0	27	22.50	\$1,167.00
5/14/2017	9	18	7	53/0/0/0	50/0/0/0	25	20.83	\$1,341.00
5/15/2017	10	15	7	50/0/0/0	44/0/0/0	22	18.33	\$931.00
5/16/2017	5	17	8	44/0/0/0	50/0/0/0	25	20.83	\$1,053.00
5/17/2017	8	17	9	50/0/0/0	52/0/0/0	26	21.67	\$1,123.00
5/18/2017	4	22	8	52/0/0/0	58/0/0/0	30	25.00	\$1,196.00
5/19/2017	10	20	17	58/0/0/0	75/0/0/0	37	30.83	\$1,488.00
5/20/2017	8	29	17	75/0/0/0	93/0/0/0	46	38.33	\$1,897.00
5/21/2017	23	23	11	93/0/0/0	68/0/0/0	34	28.33	\$1,411.00
5/22/2017	14	20	8	68/0/0/0	56/0/0/0	28	23.33	\$1,274.00
5/23/2017	7	21	6	56/0/0/0	54/0/0/0	27	22.50	\$1,215.00
5/24/2017	6	21	6	54/0/0/0	54/0/0/0	27	22.50	\$1,142.00
5/25/2017	13	14	24	54/0/0/0	76/0/0/0	38	31.67	\$1,581.00
5/26/2017	12	26	76	76/0/0/0	209/0/0/0	102	85.00	\$4,605.00
5/27/2017	6	96	9	209/0/0/0	215/0/0/0	105	87.50	\$4,721.00
5/28/2017	7	98	4	215/0/0/0	209/0/0/0	102	85.00	\$4,606.00
5/29/2017	81	21	7	209/0/0/0	56/0/0/0	28	23.33	\$1,118.00
5/30/2017	15	13	6	56/0/0/0	38/0/0/0	19	15.83	\$762.00
5/31/2017	8	11	8	38/0/0/0	38/0/0/0	19	15.83	\$773.00
	340	715	335	2123/0/0/0	2111/0/0/0	1050	28.23	\$44,918.00

Occupancy percentages based on 120 total units

MAY 2017 GUEST REPORT

Guest Forecast

For: 06/01/2017 - 11/30/2017

Date	Departures	Stayovers	Arrivals	Persons		Units	% Occ	Unit Revenue
				AM	PM			
6/1/2017	5	14	9	38/0/0/0	46/0/0/0	23	19.17	\$934.00
6/2/2017	8	15	17	46/0/0/0	64/0/0/0	32	26.67	\$1,324.00
6/3/2017	7	25	8	64/0/0/0	67/0/0/0	33	27.50	\$1,294.00
6/4/2017	14	19	10	67/0/0/0	58/0/0/0	29	24.17	\$1,112.00
6/5/2017	13	16	9	58/0/0/0	48/0/0/0	25	20.83	\$943.00
6/6/2017	8	17	11	48/0/0/0	57/0/0/0	28	23.33	\$1,208.00
6/7/2017	15	13	5	57/0/0/0	36/0/0/0	18	15.00	\$714.00
6/8/2017	4	14	11	36/0/0/0	50/0/0/0	25	20.83	\$1,040.00
6/9/2017	6	19	16	50/0/0/0	69/0/0/0	35	29.17	\$1,508.00
6/10/2017	5	30	8	69/0/0/0	76/0/0/0	38	31.67	\$1,667.00
6/11/2017	21	17	3	76/0/0/0	41/0/0/0	20	16.67	\$756.00
6/12/2017	4	16	10	41/0/0/0	52/0/0/0	26	21.67	\$1,092.00
6/13/2017	6	20	5	52/0/0/0	49/0/0/0	25	20.83	\$1,085.00
6/14/2017	7	18	10	49/0/0/0	57/0/0/0	28	23.33	\$1,214.00
6/15/2017	4	24	11	57/0/0/0	71/0/0/0	35	29.17	\$1,549.00
6/16/2017	9	26	23	71/0/0/0	97/0/0/0	49	40.83	\$2,066.00
6/17/2017	3	46	4	97/0/0/0	99/0/0/0	50	41.67	\$2,219.00
6/18/2017	22	28	7	99/0/0/0	70/0/0/0	35	29.17	\$1,479.00
6/19/2017	15	20	7	70/0/0/0	52/0/0/0	27	22.50	\$1,151.00
6/20/2017	9	18	7	52/0/0/0	48/0/0/0	25	20.83	\$990.00
6/21/2017	4	21	5	48/0/0/0	51/0/0/0	26	21.67	\$1,072.00
6/22/2017	8	18	8	51/0/0/0	51/0/0/0	26	21.67	\$1,138.00
6/23/2017	2	24	22	51/0/0/0	91/0/0/0	46	38.33	\$2,057.00
6/24/2017	10	36	3	91/0/0/0	77/0/0/0	39	32.50	\$1,751.00
6/25/2017	11	28	6	77/0/0/0	67/0/0/0	34	28.33	\$1,486.00
6/26/2017	9	25	9	67/0/0/0	67/0/0/0	34	28.33	\$1,456.00
6/27/2017	3	31	0	67/0/0/0	61/0/0/0	31	25.83	\$1,259.00
6/28/2017	8	23	3	61/0/0/0	51/0/0/0	26	21.67	\$1,065.00
6/29/2017	8	18	8	51/0/0/0	53/0/0/0	26	21.67	\$1,028.00
6/30/2017	4	22	24	53/0/0/0	97/0/0/0	46	38.33	\$1,897.00
7/1/2017	7	39	42	97/0/0/0	170/0/0/0	81	67.50	\$3,351.00
7/2/2017	7	74	18	170/0/0/0	192/0/0/0	92	76.67	\$7,056.00
7/3/2017	3	89	15	192/0/0/0	216/0/0/0	104	86.67	\$7,746.00
7/4/2017	5	99	2	216/0/0/0	209/0/0/0	101	84.17	\$7,413.00
7/5/2017	59	42	17	209/0/0/0	116/0/0/0	59	49.17	\$2,592.00
7/6/2017	12	47	11	116/0/0/0	114/0/0/0	58	48.33	\$2,278.00
7/7/2017	10	48	13	114/0/0/0	122/0/0/0	61	50.83	\$2,374.00
7/8/2017	15	46	7	122/0/0/0	106/0/0/0	53	44.17	\$2,371.00
7/9/2017	21	32	5	106/0/0/0	74/0/0/0	37	30.83	\$1,698.00
7/10/2017	3	34	3	74/0/0/0	75/0/0/0	37	30.83	\$1,640.00
7/11/2017	6	31	6	75/0/0/0	75/0/0/0	37	30.83	\$1,382.00
7/12/2017	9	28	12	75/0/0/0	83/0/0/0	40	33.33	\$1,524.00
7/13/2017	9	31	22	83/0/0/0	108/0/0/0	53	44.17	\$2,246.00
7/14/2017	3	50	51	108/0/0/0	210/0/0/0	101	84.17	\$4,331.00
7/15/2017	7	94	7	210/0/0/0	210/0/0/0	101	84.17	\$4,621.00
7/16/2017	28	73	0	210/0/0/0	154/0/0/0	73	60.83	\$3,412.00
7/17/2017	36	37	14	154/0/0/0	105/0/0/0	51	42.50	\$2,043.00
7/18/2017	14	37	4	105/0/0/0	83/0/0/0	41	34.17	\$1,672.00
7/19/2017	5	36	8	83/0/0/0	87/0/0/0	44	36.67	\$1,997.00
7/20/2017	9	35	2	87/0/0/0	73/0/0/0	37	30.83	\$1,588.00
7/21/2017	11	26	10	73/0/0/0	72/0/0/0	36	30.00	\$1,346.00
7/22/2017	4	32	7	72/0/0/0	78/0/0/0	39	32.50	\$1,714.00
7/23/2017	8	31	2	78/0/0/0	66/0/0/0	33	27.50	\$1,343.00
7/24/2017	7	26	9	66/0/0/0	70/0/0/0	35	29.17	\$1,517.00
7/25/2017	6	29	3	70/0/0/0	64/0/0/0	32	26.67	\$1,379.00
7/26/2017	1	31	6	64/0/0/0	75/0/0/0	37	30.83	\$1,683.00
7/27/2017	3	34	1	75/0/0/0	71/0/0/0	35	29.17	\$1,536.00
7/28/2017	8	27	4	71/0/0/0	62/0/0/0	31	25.83	\$1,203.00
7/29/2017	6	25	2	62/0/0/0	54/0/0/0	27	22.50	\$1,195.00
7/30/2017	4	23	7	54/0/0/0	60/0/0/0	30	25.00	\$1,085.00
7/31/2017	11	19	5	60/0/0/0	48/0/0/0	24	20.00	\$943.00

8/1/2017	3	21	4	48/0/0/0	49/0/0/0	25	20.83	\$899.00
8/2/2017	1	24	3	49/0/0/0	52/0/0/0	27	22.50	\$1,250.00
8/3/2017	2	25	6	52/0/0/0	60/0/0/0	31	25.83	\$1,403.00
8/4/2017	3	28	8	60/0/0/0	70/0/0/0	36	30.00	\$1,697.00
8/5/2017	4	32	3	70/0/0/0	68/0/0/0	35	29.17	\$1,456.00
8/6/2017	7	28	1	68/0/0/0	57/0/0/0	29	24.17	\$1,199.00
8/7/2017	5	24	4	57/0/0/0	56/0/0/0	28	23.33	\$1,135.00
8/8/2017	4	24	0	56/0/0/0	48/0/0/0	24	20.00	\$836.00
8/9/2017	9	15	1	48/0/0/0	32/0/0/0	16	13.33	\$542.00
8/10/2017	0	16	7	32/0/0/0	46/0/0/0	23	19.17	\$970.00
8/11/2017	3	20	14	46/0/0/0	67/0/0/0	34	28.33	\$1,641.00
8/12/2017	2	32	2	67/0/0/0	67/0/0/0	34	28.33	\$1,576.00
8/13/2017	12	22	5	67/0/0/0	53/0/0/0	27	22.50	\$1,271.00
8/14/2017	8	19	4	53/0/0/0	48/0/0/0	23	19.17	\$959.00
8/15/2017	3	20	4	48/0/0/0	50/0/0/0	24	20.00	\$1,116.00
8/16/2017	2	22	2	50/0/0/0	48/0/0/0	24	20.00	\$1,109.00
8/17/2017	3	21	4	48/0/0/0	51/0/0/0	25	20.83	\$968.00
8/18/2017	1	24	4	51/0/0/0	57/0/0/0	28	23.33	\$1,312.00
8/19/2017	2	26	1	57/0/0/0	55/0/0/0	27	22.50	\$1,051.00
8/20/2017	9	18	3	55/0/0/0	42/0/0/0	21	17.50	\$804.00
8/21/2017	4	17	1	42/0/0/0	36/0/0/0	18	15.00	\$698.00
8/22/2017	4	14	3	36/0/0/0	34/0/0/0	17	14.17	\$716.00
8/23/2017	4	13	4	34/0/0/0	34/0/0/0	17	14.17	\$669.00
8/24/2017	2	15	2	34/0/0/0	34/0/0/0	17	14.17	\$612.00
8/25/2017	4	13	1	34/0/0/0	28/0/0/0	14	11.67	\$589.00
8/26/2017	3	11	2	28/0/0/0	26/0/0/0	13	10.83	\$487.00
8/27/2017	2	11	1	26/0/0/0	24/0/0/0	12	10.00	\$487.00
8/28/2017	0	12	0	24/0/0/0	24/0/0/0	12	10.00	\$487.00
8/29/2017	0	12	0	24/0/0/0	24/0/0/0	12	10.00	\$334.00
8/30/2017	2	10	1	24/0/0/0	22/0/0/0	11	9.17	\$308.00
8/31/2017	3	8	6	22/0/0/0	28/0/0/0	14	11.67	\$618.00
9/1/2017	2	12	9	28/0/0/0	42/0/0/0	21	17.50	\$1,161.00
9/2/2017	3	18	4	42/0/0/0	44/0/0/0	22	18.33	\$1,267.00
9/3/2017	0	22	0	44/0/0/0	44/0/0/0	22	18.33	\$1,267.00
9/4/2017	11	11	1	44/0/0/0	24/0/0/0	12	10.00	\$612.00
9/5/2017	4	8	8	24/0/0/0	33/0/0/0	16	13.33	\$712.00
9/6/2017	3	13	0	33/0/0/0	27/0/0/0	13	10.83	\$610.00
9/7/2017	2	11	0	27/0/0/0	23/0/0/0	11	9.17	\$457.00
9/8/2017	4	7	1	23/0/0/0	17/0/0/0	8	6.67	\$361.00
9/9/2017	0	8	1	17/0/0/0	19/0/0/0	9	7.50	\$463.00
9/10/2017	0	9	4	19/0/0/0	27/0/0/0	13	10.83	\$667.00
9/11/2017	0	13	1	27/0/0/0	29/0/0/0	14	11.67	\$459.00
9/12/2017	5	9	1	29/0/0/0	20/0/0/0	10	8.33	\$516.00
9/13/2017	5	5	0	20/0/0/0	10/0/0/0	5	4.17	\$257.00
9/14/2017	0	5	3	10/0/0/0	16/0/0/0	8	6.67	\$396.00
9/15/2017	0	8	1	16/0/0/0	18/0/0/0	9	7.50	\$398.00
9/16/2017	2	7	7	18/0/0/0	27/0/0/0	14	11.67	\$695.00
9/17/2017	2	12	3	27/0/0/0	29/0/0/0	15	12.50	\$697.00
9/18/2017	3	12	1	29/0/0/0	25/0/0/0	13	10.83	\$644.00
9/19/2017	2	11	2	25/0/0/0	24/0/0/0	13	10.83	\$660.00
9/20/2017	1	12	5	24/0/0/0	32/0/0/0	17	14.17	\$864.00
9/21/2017	1	16	2	32/0/0/0	34/0/0/0	18	15.00	\$909.00
9/22/2017	2	16	0	34/0/0/0	30/0/0/0	16	13.33	\$565.00
9/23/2017	7	9	0	30/0/0/0	17/0/0/0	9	7.50	\$359.00
9/24/2017	5	4	1	17/0/0/0	9/0/0/0	5	4.17	\$259.00
9/25/2017	0	5	0	9/0/0/0	9/0/0/0	5	4.17	\$206.00
9/26/2017	0	5	0	9/0/0/0	9/0/0/0	5	4.17	\$157.00
9/27/2017	2	3	0	9/0/0/0	5/0/0/0	3	2.50	\$157.00
9/28/2017	0	3	0	5/0/0/0	5/0/0/0	3	2.50	\$157.00
9/29/2017	0	3	0	5/0/0/0	5/0/0/0	3	2.50	\$157.00
9/30/2017	0	3	0	5/0/0/0	5/0/0/0	3	2.50	\$53.00
10/1/2017	2	1	0	5/0/0/0	1/0/0/0	1	0.83	\$53.00
10/2/2017	0	1	0	1/0/0/0	1/0/0/0	1	0.83	\$0.00
10/3/2017	1	0	0	1/0/0/0	0/0/0/0	0	0.00	\$0.00
10/4/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
10/5/2017	0	0	2	0/0/0/0	4/0/0/0	2	1.67	\$104.00

10/6/2017	1	1	1	4/0/0/0	4/0/0/0	2	1.67	\$104.00
10/7/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$104.00
10/8/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$104.00
10/9/2017	1	1	2	4/0/0/0	6/0/0/0	3	2.50	\$155.00
10/10/2017	1	2	0	6/0/0/0	4/0/0/0	2	1.67	\$104.00
10/11/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$104.00
10/12/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$53.00
10/13/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$104.00
10/14/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$104.00
10/15/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$51.00
10/16/2017	1	1	0	4/0/0/0	2/0/0/0	1	0.83	\$53.00
10/17/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$53.00
10/18/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$53.00
10/19/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$53.00
10/20/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$53.00
10/21/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$53.00
10/22/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
10/23/2017	1	0	0	2/0/0/0	0/0/0/0	0	0.00	\$0.00
10/24/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
10/25/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
10/26/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
10/27/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
10/28/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
10/29/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
10/30/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
10/31/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/1/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/2/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/3/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/4/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/5/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/6/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/7/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/8/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/9/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/10/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/11/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/12/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/13/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/14/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/15/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/16/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/17/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/18/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/19/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/20/2017	0	0	1	0/0/0/0	2/0/0/0	1	0.83	\$53.00
11/21/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$53.00
11/22/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$53.00
11/23/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$53.00
11/24/2017	1	0	0	2/0/0/0	0/0/0/0	0	0.00	\$0.00
11/25/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/26/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/27/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/28/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/29/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
11/30/2017	0	0	0	0/0/0/0	0/0/0/0	0	0.00	\$0.00
	775	2873	756	7331/0/0/0	7293/0/0/0	3629	16.53	\$164,848.00

Occupancy percentages based on 120 total units

Port of Brookings Harbor Transaction Detail By Account May 2017

Type	Date	Name	Memo
4200 - COMMERCIAL RETAIL			
4210 - Commercial Retail Lease			
1 Invoice	05/01/2017	Bandon Pacific	MAY 2017 Lease
2 Invoice	05/01/2017	BC Fisheries LLC	MAY 2017 Lease
3 Invoice	05/01/2017	BC Fisheries LLC	MAY 2017 Bare Land Lease
4 Invoice	05/01/2017	Boardwalk Mail Service LLC	MAY 2017 Lease
5 Invoice	05/01/2017	Boat Shop & More, LLC	MAY 2017 Lease
6 Invoice	05/01/2017	Bornstein Seafoods Inc	MAY 2017 Lease Dock Area
7 Invoice	05/01/2017	Brookings Harbor Cold Storage LLC	MAY 2017 Cold Storage Lease
8 Invoice	05/01/2017	Brookings Harbor Ice House LLC	MAY 2017 Ice House Lease
9 Invoice	05/01/2017	Busch, Marilyn & Robert	MAY 2017 Lease
10 Invoice	05/01/2017	CBN Enterprises/Barbara C	MAY 2017 Lease
11 Invoice	05/01/2017	Chelco Seafood/Bill Goergen	MAY 2017 Lease
12 Invoice	05/01/2017	Hallmark Fisheries/CA Shellfish Co	MAY 2017 Lease
13 Invoice	05/01/2017	Hungry Clam	MAY 2017
14 Invoice	05/01/2017	J Sloane Hair Studio LLC	MAY 2017 Lease Adjustment made on 5/8/17- Revert to old lease amount until the lease is agree
15 Invoice	05/01/2017	Kathy's Corner Market C/R	MAY 2017 Lease NEW RATE APPLIED
16 Invoice	05/01/2017	Mainbrace Technologies:16330 Lower Harbor Rd - N	MAY 2017 Lease
17 Invoice	05/01/2017	Mountain View Custom Cycles	MAY 2017 Lease Commencement of Lease alter exhausting all credits for improvements.
18 Invoice	05/01/2017	Ocean Suites Motel	MAY 2017 Lease
19 Invoice	05/01/2017	Pacific Fishing:Commercial Shop Space Lease	MAY 2017 LEASE Commencement of Lease for Commercial Shop Space located at 16060
20 Invoice	05/01/2017	Pacific Ocean Harvesters LLC	MAY 2017 Lease
21 Invoice	05/01/2017	Pacific Boat Basin, LLC:Parking Lot Land Lease	MAY 2017 Land & Additional Parking for Inn
22 Invoice	05/01/2017	Pacific Boat Basin, LLC:Restaurant Land Lease	MAY 2017 Restaurant Area
23 Invoice	05/01/2017	Portside RV Park	MAY 2017 Lease
24 Invoice	05/01/2017	Righetti's Showroom Mini Mall	MAY 2017 Lease
25 Invoice	05/01/2017	Seal Cove Realty	MAY 2017 Lease
26 Invoice	05/01/2017	Slugs 'n Stones 'n Ice Cream Cones	MAY 2017 Lease
27 Invoice	05/01/2017	Speir, Joe/Davis Roy	MAY 2017 Lease NEW RATE APPLIED
28 Invoice	05/01/2017	Spothen's Marina	MAY 2017 Lease
29 Invoice	05/01/2017	The Bell & Whistle Coffee House, Inc.	MAY 2017 Lease
30 Invoice	05/01/2017	Tidewind Sport Fishing	MAY 2017 Lease
31 Invoice	05/01/2017	US Coast Guard Lease	MAY 2017 Lease
32 Invoice	05/01/2017	Whales Tail Candy & Gifts	MAY 2017 Lease NEW RATE APPLIED
33 Invoice	05/01/2017	Zola's Pizzeria	MAY 2017 Lease NEW RATE APPLIED

OLD BUSINESS AGENDA ITEM

DATE: *June 20, 2017*
RE: *Write-Off Policy*
TO: *Port of Brookings Harbor Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

OVERVIEW

- During May 17, 2016 Commissioner Meeting, the Write-Off policy was discussed and then tabled until the end of the year.
- Write-Off policy would help port staff to clean-up accounts receivable by having guidelines established to follow.

DOCUMENTS

- Write-Off Policy, 3 pages

COMMISSIONERS ACTION

- Board approval on Write-Off policy.

PORT OF BROOKINGS HARBOR

POLICY FOR WRITE-OFF OF UNCOLLECTIBLE AND/OR CREDIT BALANCE ACCOUNTS RECEIVABLE

PURPOSE

The purpose of this policy is to ensure that all reasonable diligence has been used to collect accounts receivable, improve measurement of the Port's accounts receivable and ensure the most efficient use of Port revenue collection resources.

POLICY

It is the policy of the Port of Brookings Harbor to actively pursue collection of past-due accounts receivable, regularly review the status of past-due accounts, and write-off amounts determined to be uncollectible. A write-off of uncollectible accounts receivable from the Port's accounting records does not constitute forgiveness of the debt or gift of public funds.

PROCEDURES

Collection procedures are established by the responsible departments and will vary depending on the nature of the receivable. Types of receivables covered by this policy include but are not limited to: electric utility billings; fees for services and supplies; rents; recovery for damage to Port property; fines and penalties; and legal judgments.

Accounts receivable should generally be written-off during the fiscal year in which an account is determined to be uncollectible. Subsequent collection of an account previously written-off will be treated as new revenue in the appropriate fund.

The Port's policy is generally not issue refunds.

1. Designation of an Account as Uncollectible

- An account will be considered uncollectible after the appropriate collection procedures have been followed if it meets one or more of the following criteria:
- The debt is disputed and the Port has insufficient documentation to pursue collection efforts;
- The cost of further collection efforts will exceed the estimated recovery amount;
- The amount is under \$20 and remains unpaid after one year;
- The account remains unpaid after the lesser of four years or the applicable period for commencement of a recovery action (statute of limitations);
- The debtor cannot be located, nor any of the debtor's assets;
- The debtor has no assets and there is no expectation they will have any in the future;

- The debtor has died and there is no known estate or guarantor;
- The debtor is a company which is no longer in business;
- The debt is discharged through legal action (bankruptcy or court judgment);
- The debt has been forgiven by action of the Port Council.

2. Preparation of Request for Write-Off of Accounts Receivable

At least annually, each department will identify any accounts receivable for which it is responsible that meet the criteria for designation as an uncollectible account.

A request for write-off of accounts receivable will be prepared by departmental staff, signed by the department head, and submitted to the Port Manager for the December and/or June meetings.

The request for write-off of accounts receivable must include an itemized list of the uncollectible accounts to be written off specifying the following:

- Debtor name;
- Account balance;
- Due date;
- Brief description of receivable type;
- Criteria under which the account was deemed uncollectible;
- Account number of the receivable in the Port's accounting system.

For each uncollectible account, documentation must be attached to the request to support the uncollectible account designation and substantiate that the department has followed its collection procedures and exercised due diligence in its collection efforts. Due diligence documentation could include:

- Invoices, reminder letters, or collection letters (and any documentation that are returned as undeliverable, no known forwarding address, etc.);
- Referral to the Port's collection agency;
- Bankruptcy claim and any related plan or discharge;
- Judgment awarded by a court or settlement agreement;
- Notice of discontinuation of services.

3. Approval Authority for Write-Off Requests

Upon receipt of a request for write-off of accounts receivable by the accountant, management will review the request to ensure that it is complete and that all necessary due diligence documentation has been attached. Once management has completed its review of a request, the qualified debit or credit accounts to be written-off will be presented to the appropriate authorizing official for approval:

- The accountant is authorized to approve the write-off of accounts with an outstanding balance due of up to \$20;
- The Port Manager is authorized to approve the write-off of accounts with an outstanding balance of \$20 and up to \$5,000;
- Write-off of accounts with an outstanding balance due in excess of \$5,000 must be approved by action of the Port Council.

OLD BUSINESS AGENDA ITEM

DATE: June 20, 2017
RE: Port Office Relocation
TO: Port of Brookings Harbor Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Existing tenant Bell & Whistle has shown interest of expanding for retail purpose.
- Existing tenant Mainbrace has shown interest of downsizing and moving into the retail center.
- Regardless of tenants plans to move or expand, the Port Office could be relocated away from the retail center to provide maximum lease revenue possible.
- Potential lease revenue at the current Port Office location for Suite 102 is \$856 per month and Suite 103 is \$706 per month, total \$1,562.
- Options available:
 - 1) Mainbrace moves out of existing building, Port Office could relocate into that location. This would be the least expensive move.
 - 2) Mainbrace stays in existing building, Port Office could relocate into office trailer(s).
 - Budgetary numbers to purchase (used or new): one 12'x56' single wide trailer \$56,000 - \$70,000, two single wide or double wide 24'x60' trailers \$90,000 - \$130,000 delivered and installed.
 - Budgetary numbers to lease: one 12'x56' single wide trailer \$700 - \$800 per month, two single wide or double wide 24'x60' trailers \$1,100 - \$1,700 per month. Delivery and install would vary between \$5,000 - \$7,500 for single and \$9,000 - \$17,000 for two single or double wide trailers.
 - 3) Use the old 4M Tackle Store as a possible Port Office location.
- Estimated cost for hooking up electric, sewer and water \$

DOCUMENTS

- Budgetary quotes from Scotsman and Modspace, 10 pages.
- Map of Retail Center Building No. 1, 1 page.

COMMISSIONERS ACTION

- Board discussion

Modspace

#	Description	Single Trailer 12x56	Two Signal Trailers 12x56	Double-Wide Trailer 24x60
1				
2	ModSpace (Purchase) Used	40,000.00		65,000.00
3	Transportation	2,850.00		6,000.00
4	Steps	1,100.00		1,100.00
5	ADA Ramp	11,000.00		11,000.00
6	Building Set and Materials	1,800.00		4,000.00
7				
8	TOTAL	56,750.00		87,100.00
9				
10				
11				
12				
13				
14				
15	ModSpace (36 Month Lease)	496.10	1,062.00	1,151.20
16				
17	ADA Ramp (Monthly)	269.00	269.00	269.00
18				
19	TOTAL MONTHLY	765.10	1,331.00	1,420.20
20				
21				
22				
23				
24				
25	Delivery & Install	3,918.00	7,836.00	16,292.00
26				
27	Ramp Setup	1,206.85	1,206.85	1,206.85
28				
29	TOTAL ONE-TIME CHARGE	5,124.85	9,042.85	17,498.85
30				
31				
32				
33	Removal (Estimated)	3,558.00	7,116.00	13,132.00



OR-Portland
13132 N. Woodrush Way
Portland, Oregon 97203

Phone: +US(503)283-2685

Sale Agreement

SALE AGREEMENT NO : 274235
ACCOUNT NO: 1419928
SALE AGREEMENT DATE: 25-Aug-2017
PAGE: 1

MODULAR SPACE CORPORATION, a Delaware corporation hereinafter referred to as "Seller", hereby submits for acceptance by:

The Port of Brookings Harbor
16408 Lower harbor Rd
Brookings, Oregon 97415

Delivery Address:

Tbd
Brookings, OR 97415

Contact : Gary Dehlinger
Phone : +001(541)469-2218
PO # :
Proj Name:
Proj # :

hereinafter referred to as "Buyer", the following Agreement to furnish the equipment described below for the prices indicated:

Qty	DESCRIPTION		PRICE
Asset#	12x60 we	S/N : None	12x60 wet 109345
			Sale Price: \$40,000.00
			Total Asset Sale Price: \$40,000.00
1		Delivery-Fuel Charge	\$18.00
1		Delivery-Building	\$2,850.00
1		Installation-Anchor	\$900.00
1		Installation-Block/Level	\$900.00
2		Installation-Sale of Steps	\$1,100.00
1		Other-Seller Processing Fee	\$22.50
		Total One Time Charges	\$5,790.50
		Sub Total:	\$45,790.50
		State Tax	\$0.00
		County Tax	\$0.00
		City Tax	\$0.00
		District Tax	\$0.00
		Total	\$45,790.50

Building sold "as is" with no warranty.

Prevailing/ Davis Bacon Wage Applicable

No

Badging or Access Requirements Applicable

No

Union Labor

No

Seller estimates that delivery of the equipment described above will require _____ weeks after Seller is in receipt of complete information and drawings approved by Buyer, and satisfactory financial arrangements have been made. This estimate is subject to Section 6 of the General Terms and Conditions, specified later in this Agreement.

Gary

From: Vega, Jason <Jason.Vega@modspace.com>
Sent: Tuesday, June 06, 2017 2:03 PM
To: Gary
Subject: RE: Modspace quotes

Gary,

I do have one a 24x60. It would be about 60-65k for the unit and 10k for delivery and setup. That is ball park. New 24x60's go for about 120k and 10-15 for delivery and setup. I can get you a real quote on that if you'd like.

Thank you,
Jason Vega

-----Original Message-----

From: Gary [mailto:gary@portofbrookingsharbor.com]
Sent: Monday, June 5, 2017 9:32 AM
To: Vega, Jason <Jason.Vega@modspace.com>
Subject: RE: Modspace quotes

Morning Jason,

Do you have a used or new 24x60 trailer? What would be the cost for purchase?

Thanks,
Gary

-----Original Message-----

From: Jason Vega [mailto:jason.vega@modspace.com]
Sent: Tuesday, May 30, 2017 2:44 PM
To: gary@portofbrookingsharbor.com
Subject: Modspace quotes

Gary,

Please see the 3 quotes attached. 1 for the Certified used sale building 12x56 with a restroom and the warranty, 1 for the 2 12x56 singles for 36 months and 1 for the 24x60 for 36 months. If you have any questions feel free to ask. If one option works better than the others please let me know as well. I believe I will be heading that way in the next couple weeks to meet with some clients. I'd like to stop by and meet with you and go over any other options we can if needed as well.

Thank you,

Jason Vega
Territory Sales Manager
Modspace
Portland, Or



Date: 05/30/2017
Offer #: 274228
Offer Expires: 7/29/2017
Customer#: 1419928

Customer Billing Address

The Port of Brookings Harbor
16408 Lower harbor Rd
Brookings, OR 97415
Contact: Gary Dehlinger
Phone : (541)469-2218
Email : gary@portofbrookingsharbor.com
PO No :
Project No :
Project Name:

ModSpace Service Center

OR-Portland
13132 N. Woodrush Way
Portland, OR 97203
Contact: Jason Vega
Phone : (503)283-2685
Fax : (503)285-5109
Email :

Delivery Address

Tbd
Brookings, OR 97415

2 - SINGLE WIDE TRAILERS
12'X56'

Offer Type: Operating Lease

Only Modspace Offers You The Ultimate Confidence Pledge

Building Rental: SNGL1260

Unit #:

Quantity	Term	Frequency	Rental Each	Monthly Rental
2	36	Monthly	\$435.00	\$870.00
Total Monthly Rental:				\$870.00

Additional Monthly Items

Quantity	Description	Rental Each	Rental Total
2	Personal Property Expense	\$26.10	\$52.20
4	Step Rental	\$35.00	\$140.00
Total Additional Monthly Items:			\$192.20

Delivery, Installation & Removal* (One-Time Items)

Quantity	Delivery and Installation	Each	Total
2	Delivery-Transportation of Building	\$2,850.00	\$5,700.00
2	Delivery-Fuel Charge	\$18.00	\$36.00
2	Installation-Block & Level	\$150.00	\$300.00
2	Installation-Anchor Installation	\$900.00	\$1,800.00
Total Delivery and Installation:			\$7,836.00
Quantity	Removal**	Each	Total
2	Remove-Unblock	\$150.00	\$300.00
2	Remove-Remove Anchors	\$540.00	\$1,080.00
2	Return Delivery-Transportation of Building	\$2,850.00	\$5,700.00
2	Return Delivery-Fuel Charge	\$18.00	\$36.00
Total Removal:			\$7,116.00

Total Monthly Rental:	\$1,062.20
Total Monthly Taxes:	\$0.00
Total Monthly Amount:	\$1,062.20
Total One-Time Amount:	\$14,952.00
Total Tax on One-Time Items:	\$0.00

Total Amount Including 36 Months Rent, Taxes, Delivery, Installation & Removal*: \$53,191.20

Notes

* Prices quoted for Removal are estimates only and will be invoiced at then current rates at time of lease termination.

Insurance Value= \$36,000.00

2 12x60's to Brookings, or 12 tie downs per unit no skirting

Tax rates vary and are determined by the state, local, federal and/ or provincial tax jurisdictions, they are subject to change at any time without notice. Taxes are estimated and will be finalized based upon either the actual delivery address or in accordance with the laws of the various jurisdictions. If applicable, a tax exempt certificate is required prior to delivery.

Prevailing/ Davis-Bacon Wage Applicable: ☐ No

Badging or Access Requirements Applicable: ☐ No

Union Labor Applicable: ☐ No

44



Date: 05/30/2017
Offer #: 274248
Offer Expires: 7/29/2017
Customer#: 1419928

Customer Billing Address

The Port of Brookings Harbor
16408 Lower harbor Rd
Brookings, OR 97415
Contact: Gary Dehlinger
Phone : (541)469-2218
Email : gary@portofbrookingsharbor.com
PO No :
Project No :
Project Name:

ModSpace Service Center

OR-Portland
13132 N. Woodrush Way
Portland, OR 97203
Contact: Jason Vega
Phone : (503)283-2685
Fax : (503)285-5109
Email :

Delivery Address

Tbd
Brookings, OR 97415

Offer Type: Operating Lease

Only Modspace Offers You The Ultimate Confidence Pledge

Building Rental: DBL1260

Unit #: 24x60

Quantity	Term	Frequency	Rental Each	Monthly Rental
2	36	Monthly	\$510.00	\$1,020.00
Total Monthly Rental:				\$1,020.00

Additional Monthly Items

Quantity	Description	Rental Each	Rental Total
2	Personal Property Expense	\$30.60	\$61.20
2	Step Rental	\$35.00	\$70.00
Total Additional Monthly Items:			\$131.20

Delivery, Installation & Removal* (One-Time Items)

Quantity	Delivery and Installation	Each	Total
2	Delivery-Transportation of Building	\$3,100.00	\$6,200.00
2	Delivery-Fuel Charge	\$18.00	\$36.00
1	Installation-Anchor Installation	\$1,200.00	\$1,200.00
1	Installation-Building Installation	\$6,000.00	\$6,000.00
1	Installation-Wood Skirting Installation	\$2,856.00	\$2,856.00
Total Delivery and Installation:			\$16,292.00
Quantity	Removal**	Each	Total
1	Remove-Remove Anchors	\$720.00	\$720.00
1	Remove-Building Dismantle	\$5,000.00	\$5,000.00
1	Remove-Remove Skirting	\$1,176.00	\$1,176.00
2	Return Delivery-Transportation of Building	\$3,100.00	\$6,200.00
2	Return Delivery-Fuel Charge	\$18.00	\$36.00
Total Removal:			\$13,132.00

Total Monthly Rental:	\$1,151.20
Total Monthly Taxes:	\$0.00
Total Monthly Amount:	\$1,151.20
Total One-Time Amount:	\$29,424.00
Total Tax on One-Time Items:	\$0.00

Total Amount Including 36 Months Rent, Taxes, Delivery, Installation & Removal*: \$70,867.20

Notes

* Prices quoted for Removal are estimates only and will be invoiced at then current rates at time of lease termination.
Insurance Value= \$36,000.00

Tax rates vary and are determined by the state, local, federal and/ or provincial tax jurisdictions, they are subject to change at any time without notice. Taxes are estimated and will be finalized based upon either the actual delivery address or in accordance with the laws of the various jurisdictions. If applicable, a tax exempt certificate is required prior to delivery.

Prevailing/ Davis-Bacon Wage Applicable: ☐ No

Badging or Access Requirements Applicable: ☐ No

Union Labor Applicable: ☐ No

45

Scotsman

#	Description	Single Trailer 12x56	Two Signal Trailers 12x56	Double-Wide Trailer 24x60
1				
2	Scotsman (Purchase) New	57,000.00	51,000.00	107,000.00
3	Transportation	3,300.00	3,300.00	6,600.00
4	Steps	725.00	725.00	725.00
5	ADA Ramp	11,000.00	-	11,000.00
6	Building Set and Materials	800.00	800.00	1,600.00
7				
8	SUB TOTAL EACH	72,825.00	55,825.00	
9				
10	TOTAL		128,650.00	126,925.00
11				
12				
13				
14				
15	Scotsman (36 Month Lease)	439.00	878.00	1,459.00
16				
17	Scotsman (ADA Ramp Monthly)	269.00	269.00	269.00
18				
19	TOTAL MONTHLY	708.00	1,147.00	1,728.00
20				
21				
22				
23				
24				
25	Delivery & Install	6,402.15	12,804.30	16,620.27
26				
27	Ramp Setup	1,206.85	1,206.85	1,206.85
28				
29	TOTAL ONE-TIME CHARGE	7,609.00	14,011.15	17,827.12
30				
31				
32				
33	Removal (Estimated)	3,170.43	6,340.86	13,299.57



An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
7933 N Upland Drive
Portland, OR 97203-6140

Your Williams Scotsman Representative
Joe Hartwell
Phone: (503)285-6165 Ext. 49212
Fax: 503-285-5029
Email: jphartwe@willscot.com
Toll Free: 800-782-1500

Contract Number: 760710

Revision: 1
Date: May 30, 2017

Lease Agreement

Lessee: Port of Brookings Harbor 16340 Lower Harbor Road Brookings, Oregon, 97415	Contact: Gary Dehlinger 16340 Lower Harbor Road Brookings, OR, 97415 Phone: (541) 469-2218 Fax:	Ship To Address: 16340 Lower Harbor Road BROOKINGS, OR, 97415 Delivery Date(on or about): 9/1/2017
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E-mail: gary@portofbrookingsharbor.com

Rental Pricing Per Month		Quantity	Price	Extended
60x12 Mobile Office (56x12 Box)	Unit Number:	1	\$379.00	\$379.00
Window/Door Security Bundle - 40+		1	\$10.00	\$10.00
Prem OSHA Step & Canopy		1	\$50.00	\$50.00
Minimum Lease Term: 36 Months		Total Monthly Building Charges:		\$379.00
		Other Monthly Charges:		\$60.00
		Total Rental Charges Per Month:		\$439.00
Delivery & Installation				
Delivery - Pilot Car		2	\$547.95	\$1,095.90
Return - Pilot Car		2	\$547.95	\$1,095.90
Tiedowns into asphalt		14	\$74.28	\$1,039.92
Block and Level		1	\$100.00	\$100.00
Delivery Freight		1	\$3,070.43	\$3,070.43
Teardown		1	\$100.00	\$100.00
Return Freight		1	\$3,070.43	\$3,070.43
		Total Delivery & Installation Charges:		\$9,572.58
Final Return Charges*				
Tiedown-Asphalt Removal		14	\$57.14	\$799.96
		Due On Final Invoice*:		\$799.96
Total Charges Including (36) Month Rental, Delivery, Installation & Return**:				\$26,176.54

Summary of Charges

Model: MO6012	QUANTITY: 2	Total Charges for (2) Building(s): \$52,353.08
---------------	-------------	---

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

Recommended Items	Billing Frequency	Qty	Price	Extended
Ramp - Delivery & Setup	Initial	1	\$1,206.85	\$1,206.85
Ramp - Knockdown & Return	Initial	1	\$730.14	\$730.14
ADA/IBC Ramp - 36' w/ switchback	Monthly	1	\$269.00	\$269.00
Data Hub Rental	Monthly	1	\$30.80	\$30.80
Basic Office Package	Monthly	1	\$14.40	\$14.40
Basic Conference Package	Monthly	1	\$21.60	\$21.60
Premium Office Package	Monthly	1	\$28.80	\$28.80
Premium Conference Package	Monthly	1	\$43.20	\$43.20
Executive Office Package	Monthly	1	\$57.60	\$57.60
Executive Conference Package	Monthly	1	\$86.40	\$86.40

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An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
7933 N Upland Drive
Portland, OR 97203-6140

Your Williams Scotsman Representative
Joe Hartwell
Phone: (503)285-6165 Ext. 49212
Fax: 503-285-5029
Email: jphartwe@willscot.com
Toll Free: 800-782-1500

Contract Number: 760710

Revision: 1

Date: May 30, 2017

Skirting (L) - Wood LF	Initial	136	\$17.62	\$2,396.32
Skirting Removal - Wood LF	Final	136	\$3.81	\$518.16
Skirting (M) - Wood LF	Initial	136	\$22.86	\$3,108.96



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Revision: 1
Date: May 30, 2017

Lease Agreement

Lessee:

Port of Brookings Harbor
16340 Lower Harbor Road
Brookings, Oregon, 97415

Contact:

Gary Dehlinger
16340 Lower Harbor Road
Brookings, OR, 97415
Phone: (541) 469-2218
Fax:

Ship To Address:

16340 Lower Harbor Road
BROOKINGS, OR, 97415

Delivery Date(on or about):
9/1/2017

E-mail: gary@portofbrookingsharbor.com

Rental Pricing Per Month	Quantity	Price	Extended
64x24 Modular (60x24 Box)	1	\$1,399.00	\$1,399.00
Prem OSHA Step & Canopy	1	\$50.00	\$50.00
Window/Door Security Bundle - 40+	1	\$10.00	\$10.00
Minimum Lease Term: 36 Months			
Total Monthly Building Charges:			\$1,399.00
Other Monthly Charges:			\$60.00
Total Rental Charges Per Month:			\$1,459.00

Delivery & Installation

Tiedown-Asphalt Removal	14	\$57.14	\$799.96
Delivery - Pilot Car	4	\$273.97	\$1,095.88
Return - Pilot Car	4	\$273.97	\$1,095.88
Tiedowns into asphalt	14	\$74.28	\$1,039.92
Block and Level	1	\$6,428.57	\$6,428.57
Delivery Freight	2	\$3,080.03	\$6,160.06
Teardown	1	\$6,428.57	\$6,428.57
Return Freight	2	\$3,070.43	\$6,140.86
Total Delivery & Installation Charges:			\$29,189.70

Final Return Charges*

Due On Final Invoice*: \$0.00

Total Charges Including (36) Month Rental, Delivery, Installation & Return**: \$81,713.70

Comments

Set pricing includes "Prevailing Wage Rates"

Summary of Charges

Model: SM8424	QUANTITY: 1	Total Charges for (1) Building(s): \$81,713.70
---------------	-------------	--

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

Recommended Items	Billing Frequency	Qty	Price	Extended
Skirting (L) - Wood LF	Initial	168	\$17.62	\$2,960.16
Skirting Removal - Wood LF	Initial	168	\$3.81	\$640.08
Skirting (M) - Wood LF	Initial	168	\$22.86	\$3,840.48
Ramp - Delivery & Setup	Initial	1	\$1,206.85	\$1,206.85
Ramp - Knockdown & Return	Initial	1	\$730.14	\$730.14
ADA/IBC Ramp - 36' w/ switchback	Monthly	1	\$269.00	\$269.00
Basic Office Package	Monthly	1	\$14.40	\$14.40
Basic Conference Package	Monthly	1	\$21.60	\$21.60
Premium Office Package	Monthly	1	\$28.80	\$28.80

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An ALGECO SCOTSMAN Company

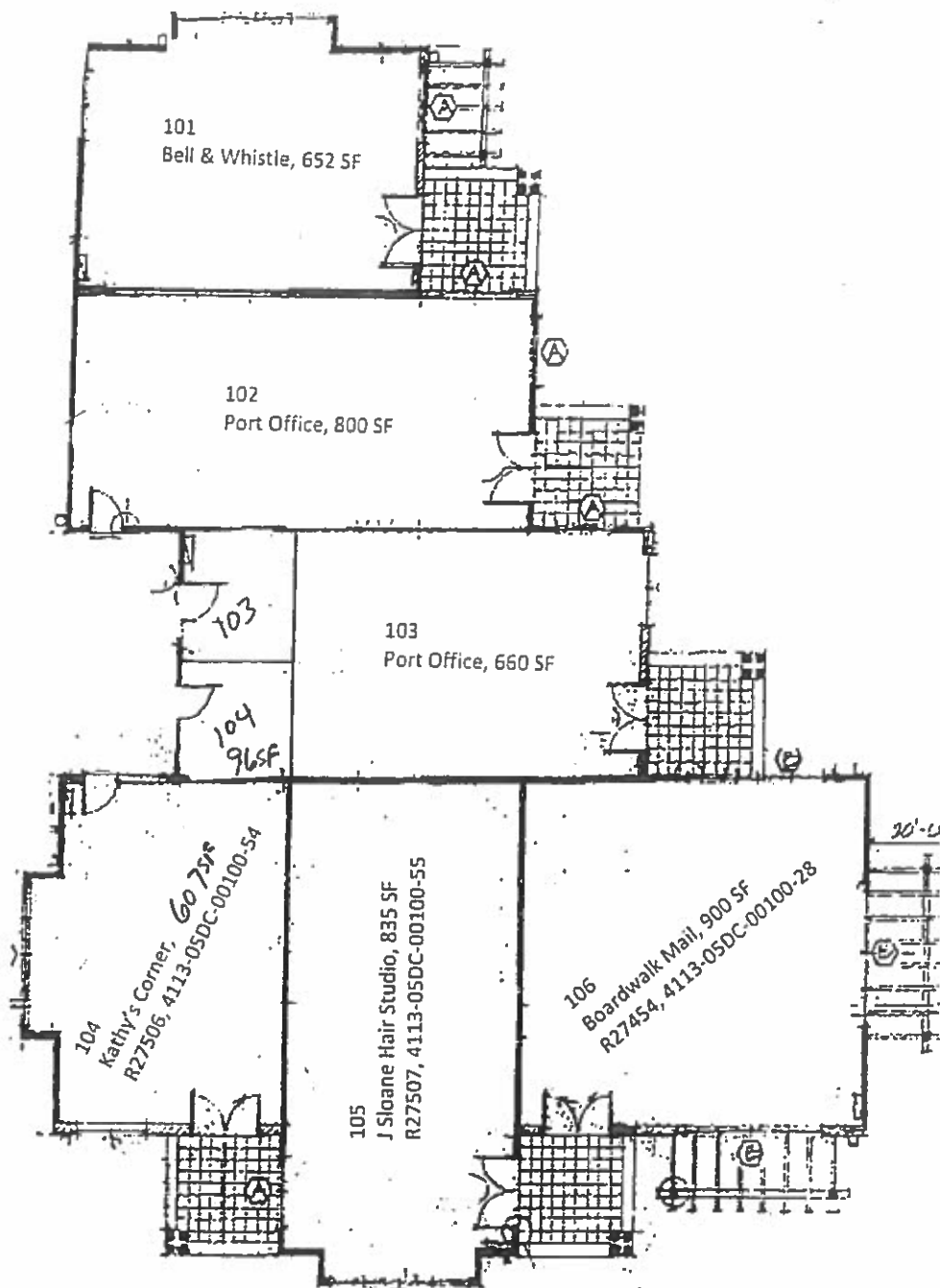
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Revision: 1
Date: May 30, 2017

Premium Conference Package	Monthly	1	\$43.20	\$43.20
Executive Office Package	Monthly	1	\$57.60	\$57.60
Executive Conference Package	Monthly	1	\$86.40	\$86.40
Data Hub Rental	Monthly	2	\$30.80	\$61.60



Building 1
16340 Lower Harbor Road

OLD BUSINESS AGENDA ITEM

DATE: *June 20, 2017*
RE: *SDIS Board Practices Assessment Review Follow-up*
TO: *Port of Brookings Harbor Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

OVERVIEW

- SDIS conducted a Board Practices Assessment on May 16, 2017.
- Follow-up recommendation to keep planning and establish goals to achieve.
- Make progress in “bite-sized pieces” with clear, realistic, measurable short-term goals and constant and honest assessment of progress on those goals.

DOCUMENTS

- SDAO Consultant's Impressions and Recommendations, 4 pages
- Goals to achieve in FY 2017-18, 1 page

COMMISSIONERS ACTION

- Board discussion and approval of FY 2017-18 goals.

DATE: May 22, 2017

TO: Gary Dehlinger, Port Manager

SUBJECT: **Consultant's Impressions and Recommendations**
Port of Brookings Harbor Board Practices Assessment
Conducted May 16, 2017

FROM: Rob Mills
SDAO Consulting Services

It was a pleasure meeting you and conducting the Board Practices Assessment (BPA) with your board members. Accompanying this memo is your board's **Assessment Summary**. I trust you will find that it accurately reflects what was discussed and that it paves the way for continued discussion and follow-up actions as appropriate.

Your **Consultant's Impressions and Recommendations** are outlined below. We discussed in our meeting the importance of reviewing these documents at your next board meeting and taking action on "flags". SDAO will do a 60/90 day follow-up on recommended actions to check progress and offer additional consulting support if desired. Again, please extend to your board members my sincere thanks for participating in the Board Practices Assessment.

Impressions

This Board Practices Assessment was conducted during a time of uncertainty for a district that is in the early stages of recovery from several years of mismanagement and financial difficulties. Adding to the unrest the Board will have three new members who were recently elected to replace incumbents, two of whom chose not to run for reelection. Despite the turmoil the Board cites many reasons to be confident that the district's new manager will be able to improve the overall operation of the Port and restore its finances. "There is much work to be done" was a theme repeated throughout the assessment discussion of the six Key Performance Areas – an apt summary of the district's status and the challenges it faces.

Recommendations

The manager and current Board members are quite clear about the improvements needed to the operations and infrastructure to restore the Port's viability. The combination of three new Board members and a relatively new manager signals the potential for significant positive change for the Port. When new energy and vision take hold in an organization it is tempting to take on too much too soon to reach ambitious goals. Key to the Port's future will be the manager's ability to establish clear priorities and exercise discipline in order to move forward in successfully meeting those goals. In this context the best advice is to keep planning and action incremental rather than transformational. Be willing to make progress in "bite-sized pieces" with clear, realistic, measurable short-term goals and constant (and honest) assessment of progress on those goals.

SPECIAL DISTRICT BOARD PRACTICES ASSESSMENT

**PORT OF BROOKINGS HARBOR
May 16, 2017**

Board: Roy Davis; Sharon Hartung; Roger Thompson; Tim Patterson; Sue Gold; Port Mgr: Gary Dehlinger (contact)

KEY PERFORMANCE AREAS	RATING			ASSESSMENT
	Good	Caution	Danger	
Board Duties and Responsibilities				
Adherence to standards of good stewardship				The Board feels there is a "night and day difference" in their stewardship with a new manager in place who "has brought so many things to our attention" and now has the district "headed in the right direction". Board members report they have made good progress on overcoming years of "turbulent times" but recognize there is much work to be done to resolve long term financial problems resulting from past management.
Demonstration of good governance practices				Board members feel "very comfortable" with the overall governance practices of the new manager who keeps the Board and the public well informed on the business of running the Port.

Operational Compliance														
Overall regulatory compliance														
Timeliness of compliance reporting														
Potential compliance challenges														
Budget and Finance														
Consistency in budgeting to meet needs														
Soundness of financial practices														

The Board reports they are "comfortable" with the management of the Port's compliance responsibilities over the past two years and cites specific accomplishments – leases straightened out, safety issues brought to the Board, etc. At the same time, the Board acknowledges the "work to be done" to discover and resolve compliance issues that may have been neglected by past management.

Board members entrust compliance reporting to the manager who would give them a proper "heads up" if there were problems. There are no known "red flags" in this area.

As with most ports, there are many environmental compliance issues and among them is the particular challenge of dealing with regulations on boat painting.

The Board acknowledges that in past years the budgeting process has been poorly managed, contributing to the "mess" inherited by the current manager. While it's early in the year, they feel this year's budget is the best one they've had in years because it is realistic, detailed, well thought out and will be closely tracked with actual expenditures. The budget developing process followed the standard protocols established for special districts.

"We're on track" is how the Board describes current financial practices. A new level of trust exists in the management of its finances as the district corrects past mistakes in its fiscal matters and develops plans to overcome deficits resulting from lack of attention to details.

Customer Relations						
Management of service problems						
Improvements to customer service						
Personnel Administration						
Staff morale and work climate						
Management of employee performance						
Alignment of positions with work assignments						
Policies and Procedures						
Soundness of administrative policies						
Consistency between work practices and policies						
Efficiency of staff and work systems						

The Board describes its customer service as "significantly improved" from the past public perception of "horrible". Board members report that today the district's service is considered "good" and "the public is happy" based on unsolicited comments from Port customers.

The Board feels staff morale is "good"; there is none of the intimidation that existed in the past and turnover is low or non-existent.

Board members report they are committed to administering formal annual performance reviews for the manager who in turn will be conducting reviews with his employees. Following through will be the test of their commitment and a change from past years during which reviews were not conducted.

While updating and revising job descriptions is recognized as a need, the Board acknowledges that with all the other infrastructure issues they have to deal with this is a lower priority of "work to be done".

Some work is being done on an as-needed basis to make up for past neglect and to stay current with policy changes. However, the above comments apply also to this area - a lower priority administrative task that remains "work to be done".

PORT OF BROOKINGS HARBOR

BOARD PRACTICES ASSESSMENT GOALS FISCAL YEAR 2017-18

OPERATION & INFRASTRUCTURE

- Basin 1 Dock Piling Replacement and Reconfiguring
- Boat Launch Boarding Dock Replacement Grant
- Dredge Travel Lift Ramp
- Repair and Upgrade Retail Sewer System
- Repair and Upgrade Kite Field Restroom
-
-

BOARD OF COMMISSIONERS

- Update, Review and Approve Policies and Procedures:
 - Board Rules, Regulations, Duties and Responsibilities – 2005
 - Safety Program – 1998
 - Venders in RV Park Policy
 - Gear Storage Policy
 - Spill Prevention Control & Countermeasure Plan (SPCC)
 - Evacuation Plan 2002
 - Document Control Policy
 - RV Park Camp Host Policy
 - Staff Job Descriptions
 -
 -

PORT OFFICE

- Upgrade Accounting System to Fund Accounting Software
- File and Archive Documents in Secured Location
- Improve Filing & Retrieval of Documents
- Relocate Port Office
- Pursue Grant Possibilities
-
-

NEW BUSINESS AGENDA ITEM

DATE: *June 20, 2017*
RE: *Resolution No. 477, Approving FY 2017-18 Budget*
TO: *Port of Brookings Harbor Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

OVERVIEW

- FY 2017-18 Budget was approved at the Budget Hearing on June 6, 2017 at the Port Office.

DOCUMENTS

- Resolution 477, 2 pages
- Updated FY 2017-18 Budget Calendar, 1 page

COMMISSIONERS ACTION

- Board approval to accept Resolution 477.

RESOLUTION NO. 477

A RESOLUTION ADOPTING THE BUDGET, APPROPRIATING FUNDS, AND DECLARING AND CATEGORIZING THE TAXES

BE IT RESOLVED that the Board of Commissioners of the Port of Brookings Harbor hereby adopts the budget as approved by the Budget Committee for fiscal year 2017-18 in the sum of \$5,603,406 now on file at the Port Office.

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2017, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personal Services	\$ 651,336
Materials & Services	1,299,820
Operating Contingency	141,348
Transfer to Debt Service Fund	306,772
Transfer to Bond Debt Service Fund	130,120
Transfer to Capital Projects Fund	310,024
Transfer to Reserve Fund	51,000
Total General Fund	\$ 2,890,420

REVENUE BOND DEBT SERVICE FUND

Principal	\$ 65,749
Interest	64,373
Unappropriated Ending Fund Balance	13,012
	<hr/>
	\$ 143,134

DEBT SERVICE FUND

Principal	\$ 1,769,748
Interest	17,237
Unappropriated Ending Fund Balance	-
	<hr/>
	\$ 1,786,985

CAPITAL PROJECTS FUND

Transfer IN from General Fund	\$ 310,024
Grant / FEMA Expenses	2,699,974
	<hr/>
	\$ 3,009,998

RESERVE FUND

Reserve for Asset Replacement	\$ 51,000
-------------------------------	-----------

TOTAL APPROPRIATIONS, ALL FUNDS	\$ 5,590,394
Total Unappropriated and Reserve Amounts, All Funds	13,012
	<hr/>
	\$ 5,603,406

BE IT FURTHER RESOLVED that the Board of Commissioners of the Port of Brookings Harbor hereby levies the taxes provided for in the adopted budget at the rate of \$.1316 per \$1,000 of assessed value for operations and that these taxes are hereby levied as of 1:00 a.m., July 1, 2017 on all taxable property within the district. The following allocation and categorization subject to the limits of section 11b, Article XI of the Oregon Constitution make up the above aggregate levy:

	Subject to the General Government Limitation	Excluded from the Limitation	Total Levy
General Fund	\$ 0.1316 / \$ 1,000	-0-	\$ 0.1316 / \$ 1,000

THE ABOVE RESOLUTION STATEMENTS were approved and declared adopted on this 20th day of June 2017.

Roy C. Davis, Chairman

ATTEST:

Tim Patterson, Treasurer

PORT OF BROOKINGS HARBOR

BUDGET CALENDAR 2017-18

- | | | |
|---|----------------------------|-----------|
| 1. Appoint Budget Officer | March 14 | Completed |
| 2. Appoint Budget Committee (BC) | March 21 | Completed |
| 3. Prepare Proposed Budget | April 19 12 | Completed |
| 4. Publish 1 st Notice of BC Meeting | April 26 12 | Completed |
| 5. Publish 2 nd Notice of BC Meeting | May 3 April 26 | Completed |
| 6. BC meeting & Subsequent Meetings if needed (6pm) | May 9 | Completed |
| 7. Publish Notice of Budget Hearing | June 3 May 20 | Completed |
| 8. Hold Budget Hearing (Port Office 6pm) | June 20 June 6 | Completed |
| 9. Enact Resolutions to adopt, etc. | June 27 June 20 | |
| 10. Submit Tax Certification Documents | by July 15 | |
| 11. Send Copy of all Budget Documents to County Clerk | by Sept 30 | |

NEW BUSINESS AGENDA ITEM

DATE: *June 20, 2017*
RE: *Hungry Clam Expansion Request*
TO: *Port of Brookings Harbor Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

OVERVIEW

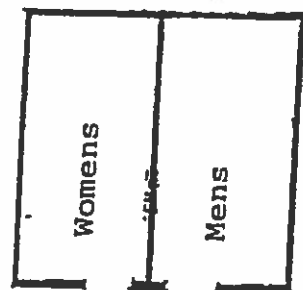
- Hungry Clam has requested to expand into another room to make a bar.
- Hungry Clam was provided documents and information to check on Sewer Development Charges from Harbor Sanitary. All SDC's will be the tenant's responsibility.
- All remodeling costs will be tenant's responsibility. Remodeling would include a new door, opening up the wall for a bar counter, electrical modifications, covered awning over the bar counter, installation of service door, flooring, painting and sealing one doorway.
- Approximate 200 square foot increase.

DOCUMENTS

- Map of Retail Center Building No. 2, 1 page. Outline of proposed expansion.
- Proposed sketch of bar from Hungry Clam.

COMMISSIONERS ACTION

- Board approval to allow for the expansion to proceed and draft a lease amendment.



EXISTING RESTROOMS

Common Area
for 201

201

Tidewinds Charters, 735 SF
R33925, 4113-05DC-0100-59

Mainbrace Office / Servers, 666 SF
R27455, 4113-05DC-00100-29

202

Common Area for
202 and 203

Curry County Sheriff Station, 789 SF
R34351, 4113-05DC-00100-61

203

202

205

536 SF

R27511, 4113-05DC-00100-58

Hungry Clam, 755 SF indoor, 386 SF outside
R27456, 4113-05DC-00100-57

206

204

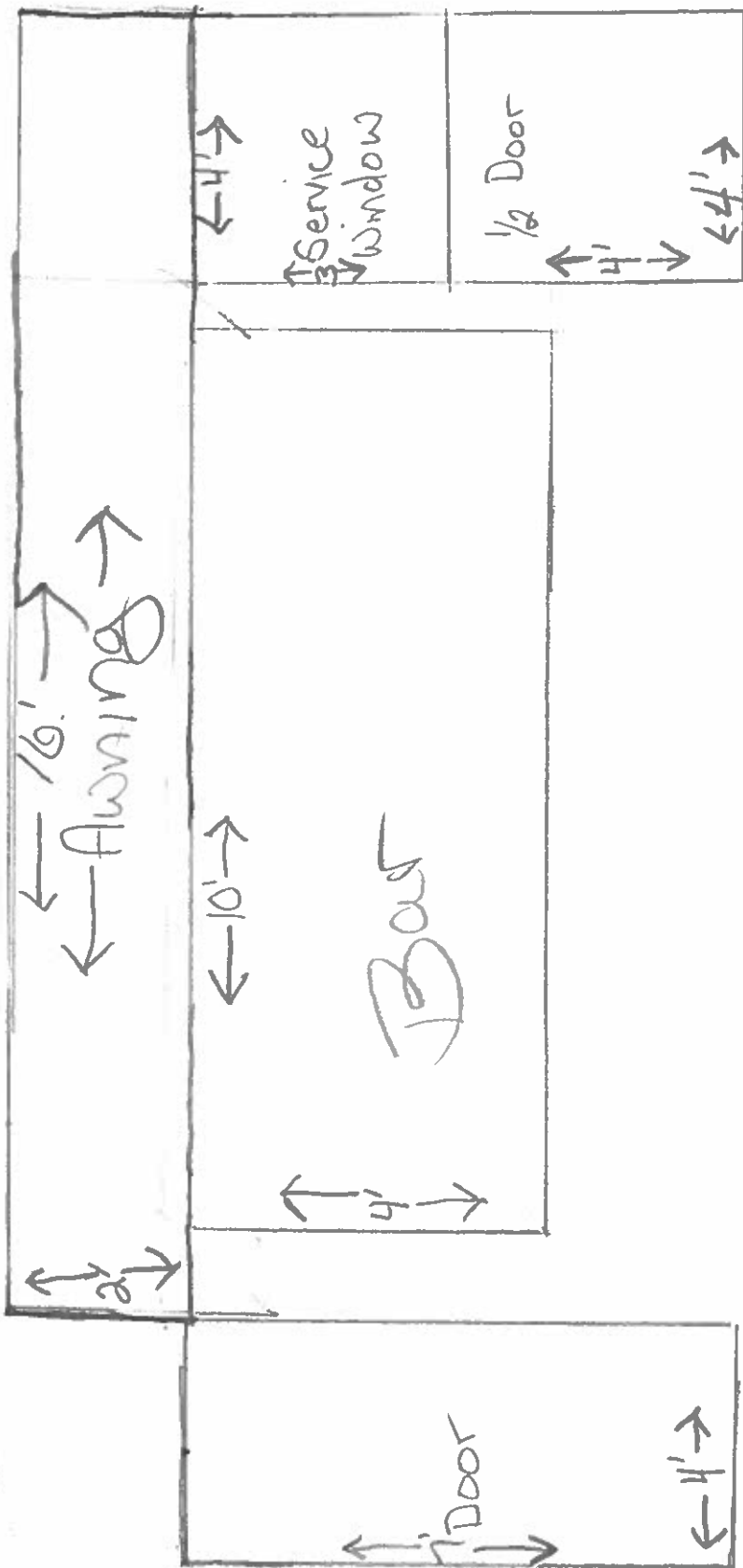
Whales Tail, 872 SF
R27509, 4113-05DC-00100-57

Common Area
for 204

Common Area
for 206

Common Area
for 205

Building 2
16350 Lower Harbor Road



NEW BUSINESS AGENDA ITEM

DATE: *June 20, 2017*
RE: *BC Fisheries Lease Amendment Proposal*
TO: *Port of Brookings Harbor Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

OVERVIEW

- BC Fisheries dock renovation is substantially completed to proceed with the lease amendment per the current lease agreement.

DOCUMENTS

- BC Fisheries proposed lease amendment, 6 pages
- BC Fisheries existing lease, 19 pages

COMMISSIONERS ACTION

- Board discussion and approval to proceed with draft a lease amendment.



BC Fisheries, LLC

Date: 06/08/2017

Attn: Gary Dehlinger
Port of Brookings Harbor
P.O. Box 7140
Brookings, Oregon 97415

RE: Leases Amendment

Dear Gary,

Regarding amending BC Fisheries' lease now that the dock is substantially completed. BCF has approximately 21,875 square feet at \$0.045 per foot equaling \$984.38 per month. BCF has 3600 square feet of dock at \$0.63 equaling \$2,268.00 per month, 9912 square feet of bare ground at \$0.045 per foot equaling \$446.00 per month. BCF would like to add 6,000 square feet of area "2", of the attached aerial view, at \$0.045 per square foot for \$270.00 per month.

As per the FDA Bio-terrorism Act 2002, BCF is required to secure the food processing facility site with fences and gates as per the proposed exhibit E.

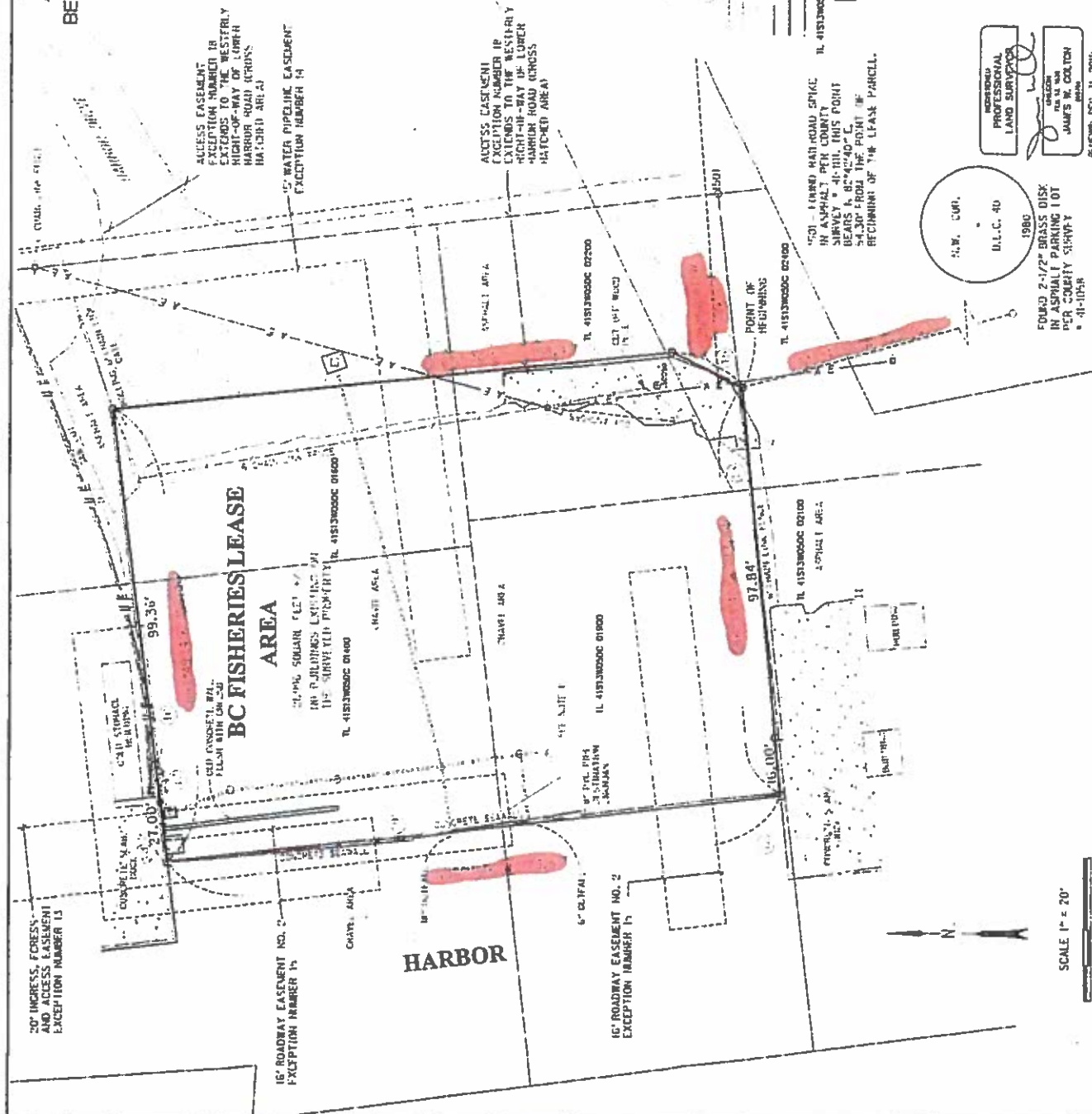
\$3,968.42 a month or \$47,621.04 per year is approximately \$7,000.00 a year more than original lease. As BCF added 6,000 square feet, and rates have tripled from our other ground lease rates, I believe this to be acceptable to all parties.

Sincerely,

Michael W. Manning
Managing Member

EXHIBIT "A"

ALTA/A.C.S.M. LAND TITLE SURVEY
BEING A PORTION OF THE SW 1/4, SE 1/4, SECTION 5,
T41S., R13W., W.M.
BROOKINGS, CURRY COUNTY, OREGON



FOUND 5/8" X 30" REBAR
IN COUNTY SURVEY 44-1623
THE POINT OF BEGINNING
OF THE 1/4-1/4 PARCEL IN AHS
S. 85°42'19" W. 601.25'

34515 OF BEARING
A27°44'55" W. 639.37'
COUNTY SURVEY
44-1623

LEGEND

CONTRACTED PAVEMENT - NATIONAL HIGHWAY (NO. 101)
CUT & FILL - DEEP WITH 14% GRADE (20%)
GRAVEL

16' ROADWAY

16' ROADWAY

16' ROADWAY

16' ROADWAY

16' ROADWAY

16' ROADWAY

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16' ROADWAY

REVISION

1. 10/12/80

2. 10/12/80

3. 10/12/80

4. 10/12/80

5. 10/12/80

6. 10/12/80

7. 10/12/80

8. 10/12/80

9. 10/12/80

10. 10/12/80

11. 10/12/80

12. 10/12/80

13. 10/12/80

14. 10/12/80

15. 10/12/80

PROFESSIONAL
LAND SURVEYOR

1980

FOUND 2-1/2" BRASS DISK
IN ASPHALT PARKING LOT
PER COUNTY SURVEY
44-1623

1980

1980

1980

1980

1980

1980

SCALE 1" = 20'

20 10 0 FEET

EXHIBIT "B"
BC Fisheries Processing
Plant Lease

21,996 SF +/-



EXHIBIT "C"
BC Fisheries Dock

Dock 20'x180'
3,600 SF



EXHIBIT "D"



EXHIBIT "E"

Proposed Security Fence

Connect to Existing Fence



Gate

Gate

Gate

Google earth

Imagery Date: 6/7/2013 42°02'55.98" N 124°16'03.07" W elev: 16' eye alt: 951'

© 2013 Google

AMENDED AND RESTATED LEASE

This Amended and Restated Lease (this "Lease") is made and entered into at Brookings, Oregon this 21st day of October, 2015, by and between the **Port of Brookings Harbor** (the "Landlord") and **BC Fisheries, LLC**, or its successors or assigns (the "Tenant"). This Lease is intended to replace and supersede that previous Lease between Landlord and Tenant dated July 1, 2015.

RECITALS

A. Landlord is the owner of that certain real property located at 16263 Harbor Drive, Brookings, Oregon 97415, and legally described on Exhibit A attached hereto and incorporated herein by reference and formerly known as the "Eureka Fisheries Parcel" together with that additional area that was formerly the site of an over-water commercial unloading dock (collectively, the "Property").

B. Landlord desires to lease the Property to Tenant, and Tenant desires to lease the Property from Landlord, under the terms and conditions set forth below.

C. Tenant desires to finance the development, construction, and equipping of a fish processing facility located at the Property (the "Project").

D. Landlord acknowledges that Tenant has obtained or will obtain financing for the Project (the "Sub-CDE Loans") from Craft3 Investment II, LLC, an Oregon limited liability company (the "Craft3 Sub-CDE"), pursuant to a Loan Agreement and related documents dated on or about the date hereof (collectively, the "Craft3 Loan Documents"), and that such financing will require Tenant to grant liens upon and security interests in all of the rights, title, and interests of Tenant in the Property (the "Leasehold Interest") pursuant to a leasehold deed of trust (the "Craft3 Leasehold Deed of Trust"). The Sub-CDE Loans made by the Craft3 Sub-CDE are intended to satisfy the requirements of Section 45D of the Internal Revenue Code of 1986, as amended (the "Code").

E. Landlord acknowledges that Tenant has obtained or will obtain the Sub-CDE Loans from Pacesetter CDE XXIV, LLC, a Texas limited liability company (the "Pacesetter Sub-CDE" and, together with Craft3 Sub-CDE, the "Sub-CDEs"), pursuant to a Loan Agreement and related documents dated on or about the date hereof (collectively, the "Pacesetter Loan Documents" and, together with the Craft3 Loan Documents, the "Loan Documents"), and that such financing will require Tenant to grant liens upon and security interests in the Leasehold Interest pursuant to a leasehold deed of trust (the "Pacesetter Leasehold Deed of Trust" and, together with the Craft3 Leasehold Deed of Trust, the "Leasehold Deeds of Trust"). The Sub-CDE Loans made by the Pacesetter Sub-CDE are intended to satisfy the requirements of Section 45D of the Code.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.

2. **Leased Premises.** Landlord hereby leases to Tenant the Property on the terms and conditions stated below.

2. **Lease Term.**

a. The initial term of this Lease shall commence on the 1st day of July, 2015, and shall continue through December 31, 2045 (the "Initial Term"). The Base Rental of the lease of the Dock Premises shall be the sum of **FOUR HUNDRED FORTY AND 00/100 DOLLARS (\$440.00) (U.S.) per month**, payable in advance on the first day of each month commencing on the 1st day of July, 2015.

b. Parties acknowledge and agree that this Lease is made in contemplation of substantial development and improvement upon the Property paid for primarily by Tenant. Landlord hereby consents to the construction and development of a fish processing facility and related improvements by Tenant in accordance with the plans previously delivered by Tenant to Landlord. Certain improvements and additions, including but not limited to construction of a commercial unloading dock, will be paid for by Tenant. Upon completion of these improvements and implementation of the project's business purpose (seafood processing), parties further agree that the ground leased herein, along with improvements and additions constructed and paid for by Lessor (if any) will be re-appraised and a new lease rate reflecting a commercially reasonable rate comparable to like improvements provided elsewhere by Lessor shall be substituted as the accepted rate. It is contemplated by both the Lessor and the Lessee that this rate, for both the leased ground and the contemplated unloading dock will be approximately \$40,000.00 per year.

c. Landlord grants to Tenant the option to renew this Lease for all or part of the Property, as determined by Tenant, for one (1) additional thirty (30) year term on the same terms and conditions stated herein subject to normal increases and accelerators, provided that Tenant is not in default of this Lease at the time the option is exercised. 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. Additionally, new terms and conditions shall consider any improvements made to the Property paid for by Landlord and such improvements shall be reflected in any modification of the terms of the Lease, including but not limited to price and/or use.

d. Tenant shall notify the Landlord in writing not more than one hundred eighty (180) days nor less than 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.

3. **Rent Payment.** Tenant shall pay the base rent for the Property and any additional rent provided herein without deduction or offset, except as set forth herein. Base rent shall increase annually, on each anniversary of the effective date of this Lease beginning on the second such anniversary and continuing each subsequent year in the same percentage of increase as the Consumer Price Index – all items – Western Urban Index increased for the previous twelve (12) months. Base rent shall include all prior percentage increases. In no case shall the minimum base rent be less than the initial base rent for this Lease. Rent for any partial month during the Term shall be prorated to reflect the number of days during the month that Tenant occupies the Property. Additional rent means any other sums payable by Tenant to Landlord under this Lease. Rent not paid when due shall bear an automatic Thirty Five Dollar (\$35.00) late fee each month if not paid by the tenth (10th) day of the month due.

4. **Security Deposit.** Upon execution of the Lease, Tenant shall pay the sum of Four Hundred Forty and No/100 Dollars (\$440.00) as a security deposit. Landlord may apply the security deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant shall on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit shall be returned to Tenant upon termination of this Lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the Term.

5. **Use.**

a. Tenant shall use the Property and work area to offload and process fish, crab and other product from commercial fishing boats, and for no other purpose without Landlord's written consent, which will not be unreasonably withheld, conditioned, or delayed. Tenant is entitled to the exclusive use of the hoist owned by Landlord and located on the Property. In connection with its use of the Property, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Landlord, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Landlord, wherever located. Tenant shall not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Property.

b. Notwithstanding anything to the contrary, Tenant (and any subtenant) is expressly prohibited from conducting any trade or business at the Demised Premises consisting of the following (each, an "Excluded Use"): (i) rental to others for residential rental property (as defined in Section 168(e)(2)(A) of the Code); (ii) the operation of any of the following: (1) private or commercial golf course; (2) country club; (3) massage parlor, hot tub facility, or suntan facility; (4) race track or other facility used for gambling; (5) store the

principal business of which is the sale of alcoholic beverages for consumption off premises; (6) the development or holding of intangibles for sale or license; or (7) farming (within the meaning of Section 2032A(e)(5)(A) or (B) of the Code).

6. **Relocation.** During the Term of this Lease, Landlord may need to relocate the existing hoists on the Property. In the event that such a relocation becomes necessary, Landlord shall provide Tenant a similar location that will be suitable for handling commercial boats and which will allow Tenant the same facilities as are described in Exhibit A attached hereto at no cost to Tenant associated with such relocation of the hoists.

7. **Equipment.** Tenant shall install in the Property only such equipment as is customary for the intended use and shall not overload the dock or electrical circuits of the Property or alter the plumbing or wiring of the Property, without the written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant shall remain Tenant's property and shall be installed and operated at Tenant's expense.

8. **Sign.** No signs, awnings, antennas, or other apparatus shall be positioned as to be visible from outside the Property without Landlord's written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware shall be removed upon termination of this Lease with the sign location restored to its formal state unless Landlord elects to retain all or any portion thereof.

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

10. **Maintenance and Repair - Tenant**

a. Tenant is at all times during the Term, and at Tenant's sole cost and expense, obligated to keep the entire of the Property and every part thereof in good condition and repair; ordinary wear and tear and damage to the Property by earthquake, act of God, or the elements, excepted. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Property or any part thereof. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of

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repairs and installations. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or otherwise eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach by this lease by Tenant, its employees or invitees shall be at Tenant's expense.

b. Tenant shall maintain the Property, including the hoist and dock structures, in the condition existing at time of leasing, normal wear and tear excepted. Landlord may inspect repairs, and may declare a default if the Property are not deemed in good repair after written notice of thirty (30) days for the dock and ten (10) business days for the hoist itself.

c. Tenant shall be responsible for controlling and preventing any usage of the Property which exceeds 26,000 pounds per square inch, by their invitees or other persons utilizing the facility in connection with the permitted usage described herein. Tenant shall be responsible for damages and/or repairs to the Property which results from overload of the dock, hoist or storage facility by the invitees of Tenant or persons utilizing the structure in connection with Tenant's business.

d. Tenant shall be responsible for any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 13 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 11.

e. Tenant is responsible for all other repairs to the Property which Landlord is not required to make under Section 11.

f. If Tenant fails to perform Tenant's obligations under this Section 10 or under any other Section of this Lease, Landlord may enter upon the affected portion of the Property 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 Property in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall be due and payable as additional rent to Landlord together with Tenant's next Base Rent installment.

g. On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Property to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Property shall not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. Tenant shall leave the air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing which were on the Property prior to the commencement of the Lease, in good operating condition.

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

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- a. Provide adequate means of ingress and egress to the Property.
- 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 Property.
- d. Repair and maintain any structural element with respect to the Property.

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

13. Indemnity.

a. Tenant shall not allow any liens to attach to the Property or Tenant's interest in the Property as a result of its activities (other than the Leasehold Deeds of Trust and any other liens related to the Property or any improvements constructed thereon by Tenant in favor Sub-CDEs (collectively, "Permitted Encumbrances")). In the event that a materialman, mechanic's, or other lien (other than a Permitted Encumbrance) 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, and Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney fees and costs relating to any such lien. Except as otherwise 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 Property arising at any time and from any cause whatsoever other than by reason of the negligence or willful act of Landlord, its officers, employees, invitees, licensees or agents. Tenant shall defend, indemnify and hold Landlord harmless from any and all claims or liability for damage to any property or injury, illness, or death of any person: (a) occurring in or on the Property or any part thereof arising at any time and from any cause whatsoever other than by reason of the negligence or willful act of Landlord, its officers, employees, invitees, licensees or agents; or (b) occurring in, on, or about any part of the Property when such damage, injury, illness, or death shall be caused by the willful misconduct or gross negligence of Tenant, its agents, servants, employees, invitees, or licensees. Except as otherwise stated herein, Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or

by third parties. The provisions of this paragraph shall survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

b. Landlord shall not allow any liens to attach to the Property or Tenant's interest in the Property 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 Landlord, Tenant will have the option in its sole discretion to require Landlord to post a surety bond within ten (10) days at Landlord's expense or to pay and discharge the lien, and Landlord agrees to reimburse Tenant promptly upon demand. These Tenant remedies are not exclusive as Tenant has other remedies as provided by law including requiring Landlord to pay for Tenant's attorney fees and costs relating to any such lien. Landlord hereby waives all claims against Tenant for damage to any property or injury, illness, or death of any person in, upon, or about the property owned by Landlord other than the Property arising at any time and from any cause whatsoever other than by reason of the negligence or willful act of Tenant, its officers, employees, invitees, licensees or agents. Landlord shall defend, indemnify and hold Tenant 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 Property or any part thereof arising at any time and from any cause whatsoever other than solely by reason of the gross negligence or willful misconduct of Tenant, its officers, employees, invitees, licensees or agents; or (b) occurring in, on, or about any part of the Property when such damage, injury, illness, or death shall be caused by the act, negligence, omission, or fault of Landlord, its agents, servants, employees, invitees, or licensees. Tenant shall have no liability to Landlord because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties unrelated to Tenant's business. The provisions of this paragraph shall survive the termination of this Lease with respect to any damage, injury, illness, or death occurring prior to such termination.

14. Insurance. Tenant shall carry liability insurance and fire insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage, which insurance shall have an endorsement naming Landlord and Landlord's agent, if any, as additional insured and additional loss payee and covering the liability insured under Section 15 of this Lease. Tenant shall furnish a certificate evidencing such insurance which shall state, if possible, that the coverage shall not be cancelled or materially changed without ten (10) days advance notice to Landlord and Landlord's agent, if any, and a renewal certificate shall be furnished at lease ten (10) days prior to expiration of any policy.

15. Exemption of Landlord from Liability. Except as otherwise stated herein, Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Property or other any other property owned by Landlord (collectively with the Property, the "Port"), nor shall Tenant 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, 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 Property or upon other portions of the Port, or from

other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Except as otherwise stated herein, Landlord shall 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 Landlord.

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

17. Waiver of Subrogation. Tenant shall be responsible for insuring its personal property and trade fixtures located on the Property and any alterations or Tenant improvements it has made to the Property.

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

19. Assignment and Subletting. This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall not assign its interest under this Lease or sublet all or any portion of the Property without first obtaining Landlord's consent in writing, which consent may not be unreasonably withheld, conditioned or delayed. No assignment or sublease shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease and no consent to one assignment or subletting shall be consent to any further assignment or subletting. Landlord

shall not unreasonably withhold or delay its consent to any assignment, or to subletting provided the subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the Property for comparable space and the proposed Tenant has been approved by Landlord in writing. If Tenant proposes a subletting or assignment to which Landlord is required to consent under this paragraph, and such sublease or assignment is for a term that is co-terminus with the Initial Term or any renewal term, Landlord shall have the option of terminating this Lease and dealing directly with the proposed sub-tenant or assignee, or any third party. Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney fees. Notwithstanding the foregoing, Tenant shall not assign, sublease, or sublet (or permit the assignment, subleasing, or subletting of or other use of) all or any portion of the premises to any party engaged in an Excluded Use.

20. Default.

a. Any of the following constitutes 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 its 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 twenty (20)-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this Lease.

2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.

3. Assignment or subletting by Tenant in violation of Section 19 above.

4. Vacation or abandonment of the Property for more than three (3) months without the written consent of Landlord.

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

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

1. Landlord's failure to comply with any term or condition within twenty (20) days following written notice from Tenant specifying the noncompliance. If such noncompliance cannot be cured within the twenty (20)-day period, this provision shall be

satisfied if Landlord commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.

2. Landlord's insolvency, business failure or assignment for the benefit of its creditors. Landlord'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 Landlord's property.

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

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

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

c. Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord shall not waive Tenant's default.

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

23. 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 Property. In such event, Landlord shall have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord shall have the right to enter upon the Property at any time by passkey or otherwise to determine Tenant's compliance with this Lease, to perform necessary services, maintenance and repairs to the Property, or to show the Property to any prospective tenant or purchasers. Except in case of emergency such entry shall be with at least twenty-four (24) hours' prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Property by Tenant.

24. Notices. Notices to the parties relating to the lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this Lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Property. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

25. Subordination. Landlord acknowledges that Tenant has obtained or will be obtaining the Sub-CDE Loans and granting liens and security interests in its Leasehold Interest pursuant to the Leasehold Deeds of Trust. The treatment of such liens and security interests are addressed in that certain Subordination, Non-Disturbance and Attornment Agreement by and among Landlord, Tenant, and Sub-CDEs dated as of the date hereof.

26. Transfer of Premises. If the Property is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the Landlord under this Lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

27. Estoppel. Either party will within twenty (20) days after notice from the other execute, acknowledge, and deliver to the other party a certificate whether or not this Lease has been modified and is in full force and effect, whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this Lease. Unresolved good faith disputes between Landlord and Tenant shall be resolved pursuant to mandatory binding arbitration.

28. Attorney's Fees. In any litigation or arbitration arising out of this Lease, the prevailing party shall be entitled to recover attorney fees, costs and expert witness fees, if any, at trial, on any appeal, or in any other proceeding.

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

30. Complete Lease. This Lease and the attached Exhibit constitute the entire agreement of the parties and supersedes 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.

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

32. Real Property Taxes.

a. **Payment of Taxes.** Tenant shall pay the real property tax, if any, as defined in Section 32.b, applicable to Tenant's portion of the Port as represented by the Lease.

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

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

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

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

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

37. **Leasehold Deeds of Trust.** Landlord acknowledges that Tenant has obtained or will be obtaining the Sub-CDE Loans from Sub-CDEs, which is secured by the Leasehold Deeds of Trust, and that Tenant has entered or will enter the Loan Documents. The proceeds of such financing will be used to finance the construction and development of the Project to be used by Tenant. Landlord further acknowledges that the terms of the Loan Documents impose covenants and obligations upon Tenant, the performance and observance of which will (in whole or in part) be dependent on Tenant's actions and inactions as tenant of the Property. Tenant has provided to Landlord copies of such Loan Documents, and Landlord has reviewed, is familiar with, and consents to the provisions of such Loan Documents.

38. **Arbitration.** Any controversy or claim arising out of or relating to this Lease, including without limitation, the making, performance, or interpretation of this Lease shall be settled by arbitration. If the Landlord or Tenant disagree whether the either is legally entitled to recover damages under this Lease, then either Landlord or Tenant may make a written demand for arbitration. The parties agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. The party seeking arbitration shall give written notice to that effect to the other and shall, in that notice, select an arbitrator. Within fifteen (15) days thereafter, the other party shall by written notice either agree to the arbitrator selected or suggest another person to act as arbitrator. If the parties cannot agree within thirty (30) days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a judge of the Circuit Court for Curry County, Oregon. Landlord and Tenant will pay their own costs of arbitration, and, unless costs are awarded by the arbitrator to the prevailing party, each is obligated to pay one half of the arbitrator's fee.

Unless otherwise agreed the arbitration shall be conducted in Curry County, Oregon. If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided for by the Oregon Rules of Civil Procedure both in advance of and during recess of the arbitration proceedings. ORS 183.450 (1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and judgment so the award may be entered in any court having jurisdiction over the parties.

If arbitration is commenced, this contract shall be governed by and construed in accordance with the laws of the State of Oregon. The parties agree that the arbitrator shall have no jurisdiction to render an award or judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a judgment may be entered on the arbitrator's award. The parties agree that all facts and other information

relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. In the event of arbitration under the provisions of this Lease, the prevailing party shall be awarded reasonable attorney fees and related costs, disbursements and expert witness fees as provided for in this contract.

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

[Remainder of page left intentionally blank; Signatures on following page]

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

LANDLORD:

PORT OF BROOKINGS HARBOR

By: 

Name: Ray C. Davis

Title: Chairman

TENANT:

BC FISHERIES, LLC.

By: 

Name: Mike Manning

Title: Manager

EXHIBIT A

Legal Description

Real property in the County of Curry, State of Oregon, described as follows:

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 13 WEST, WILLAMETTE MERIDIAN, CURRY COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT BEING NORTH 15°41'56" WEST A DISTANCE OF 2,380.35 FEET FROM A 2 1/2" BRASS CAP IN ASPHALT SET AT THE NORTHWEST CORNER OF D.L.C. 40;
THENCE SOUTH 84°33'30" WEST A DISTANCE OF 113.84 FEET;
THENCE NORTH 06°26'11" EAST A DISTANCE OF 173.57 FEET;
THENCE NORTH 82°49'14" EAST A DISTANCE OF 126.36 FEET;
THENCE SOUTH 06°11'46" EAST A DISTANCE OF 158.49 FEET;
THENCE SOUTH 25°56'47" WEST A DISTANCE OF 22.15 FEET TO THE POINT OF BEGINNING.**

BEARINGS FOR THE ABOVE DESCRIPTION ARE OREGON STATE PLANE - SOUTH ZONE AND ARE BASED ON A LINE BETWEEN CONTROL MONUMENTS #1 AND #2 AS INDICATED ON COUNTY SURVEY #41-1623 PREPARED BY OBEC CONSULTING ENGINEERS, TO BEAR NORTH 27°44'55" WEST A DISTANCE OF 639.37 FEET.

TOGETHER WITH THE ACCESS EASEMENT DESCRIBED AS FOLLOWS:

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

BEGINNING at a set iron rebar with a blue plastic cap stamped "OBEC", said point being North 15°41'56" West 2,380.35 feet from a found 2-1/2" brass cap in asphalt stamped " NW corner DLC 40 1980". Said point also being the southerly most southeast corner of the BC Fisheries Lease Parcel; thence along the easterly line of said BC Fisheries Lease Parcel as follows: North 25°56'57" East, 22.15 feet to a set iron rebar with a blue plastic cap stamped "OBEC"; thence North 6°11'46" West, 158.50 feet to a set iron rebar with a blue plastic cap stamped "OBEC" at the northeast corner of said BC Fisheries Lease Parcel; thence leaving said easterly line of said BC Fisheries Lease Parcel North 82°48'53" East, 41.22 feet; thence South 6°36'50" East, 8.92 feet; thence North 58°46'14" East, 453.37 feet more or less to a point on the westerly right-of-way line of Lower Harbor Road; thence along said westerly right-of-way line along a 406.20 feet radius curvet to the left (the long chord bears South 25°56'02" East, 25.11 feet) 25.11 feet; thence leaving said westerly right-of-way line South 58°46'14" West, 462.40 feet; thence South 6°34'26" East, 140.56 feet to a found railroad spike; thence South 82°42'40" West, 54.30 feet to the POINT OF BEGINNING, containing 18,971 square feet, more or less.

Bearings are based upon a line between control monuments #1 and #2 as indicated in Curry County Survey #41-1623 prepared by OBEC Consulting Engineers.

41-13-5

EXHIBIT A

Legal Description

Real property in the County of Curry, State of Oregon, described as follows:

West - appears to be
a scriviner's error

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 13 WEST, WILLAMETTE MERIDIAN, CURRY COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 15°41'56" WEST A DISTANCE OF 2,380.35 FEET FROM A 2 1/2" BRASS CAP IN ASPHALT SET AT THE NORTHWEST CORNER OF D.L.C. 40;

THENCE SOUTH 84°33'30" WEST A DISTANCE OF 113.84 FEET;

THENCE NORTH 06°26'11" EAST A DISTANCE OF 173.57 FEET;

THENCE NORTH 82°49'14" EAST A DISTANCE OF 126.36 FEET;

THENCE SOUTH 06°11'46" EAST A DISTANCE OF 158.49 FEET;

THENCE SOUTH 25°56'47" WEST A DISTANCE OF 22.15 FEET TO THE POINT OF BEGINNING.

BEARINGS FOR THE ABOVE DESCRIPTION ARE OREGON STATE PLANE - SOUTH ZONE AND ARE BASED ON A LINE BETWEEN CONTROL MONUMENTS #1 AND #2 AS INDICATED ON COUNTY SURVEY #41-1623 PREPARED BY OBEC CONSULTING ENGINEERS, TO BEAR NORTH 27°44'55" WEST A DISTANCE OF 639.37 FEET.

TOGETHER WITH THE ACCESS EASEMENT DESCRIBED AS FOLLOWS:

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

BEGINNING at a set iron rebar with a blue plastic cap stamped "OBEC", said point being North 15°41'56" West 2,380.35 feet from a found 2-1/2" brass cap in asphalt stamped " NW corner DLC 40 1980". Said point also being the southerly most southeast corner of the BC Fisheries Lease Parcel; thence along the easterly line of said BC Fisheries Lease Parcel as follows: North 25°56'57" East, 22.15 feet to a set iron rebar with a blue plastic cap stamped "OBEC"; thence North 6°11'46" West, 158.50 feet to a set iron rebar with a blue plastic cap stamped "OBEC" at the northeast corner of said BC Fisheries Lease Parcel; thence leaving said easterly line of said BC Fisheries Lease Parcel North 82°48'53" East, 41.22 feet; thence South 6°36'50" East, 8.92 feet; thence North 58°46'14" East, 453.37 feet more or less to a point on the westerly right-of-way line of Lower Harbor Road; thence along said westerly right-of-way line along a 406.20 feet radius curve to the left (the long chord bears South 25°56'02" East, 25.11 feet) 25.11 feet; thence leaving said westerly right-of-way line South 58°46'14" West, 462.40 feet; thence South 6°34'26" East, 140.56 feet to a found railroad spike; thence South 82°42'40" West, 54.30 feet to the POINT OF BEGINNING, containing 18,971 square feet, more or less.

Bearings are based upon a line between control monuments #1 and #2 as indicated in Curry County Survey #41-1623 prepared by OBEC Consulting Engineers.

TO: BC FISHERIES, L.L.C. AND ITS SUCCESSORS AND ASSIGNS,
FIRST AMERICAN TITLE COMPANY OF OREGON AND ITS SUCCESSORS
AND ASSIGNS, CAPITAL ONE NATIONAL ASSOCIATION AND ITS
SUCCESSORS AND ASSIGNS, COOR INVESTOR 44, L.L.C. AND ITS
SUCCESSORS AND ASSIGNS, PACSETTER COE XXY, L.L.C. AND ITS
SUCCESSORS AND ASSIGNS, CRAFT, INC. AND ITS SUCCESSORS
AND ASSIGNS AND CRAFT INVESTMENT II, L.L.C. AND ITS SUCCESSORS
AND ASSIGNS.

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE
SURVEY ON WHICH IT IS BASED WERE MADE IN
ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL
REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS.
JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM
ON OCTOBER 1, 2015. THE FIELD WORK WAS COMPLETED ON
OCTOBER 1, 2015.

Date: _____

JAMES W. COLTON, PLS
REGISTRATION NO. OR 58756

NOTES

1. MONUMENTS WERE SET ON OCTOBER 1, 2015 (ITEM 1 - TABLE A)
2. SITE ADDRESS IS 16263 HARBOR DRIVE, BROOKINGS, OREGON 97415 (ITEM 2 - TABLE A)
3. THIS PARCEL IS LOCATED IN SPOTW FLOOD HAZARD ZONE A. NO BASE ELEVATIONS DETERMINED PER FIRM MAP NO. 41015C1242C, EFFECTIVE DATE SEPTEMBER 29, 2009 (ITEM 3 - TABLE A)
4. GROSS LAND AREA = 21,996 SQUARE FEET MORE OR LESS (ITEM 4 - TABLE A)
5. NO BUILDINGS EXISTED WITHIN THE LEASE BOUNDARY ON OCTOBER 1, 2015 (ITEM 7A, 7B AND 7C - TABLE A)
6. ALL OBSERVED FEATURES LOCATED ON OCTOBER 1, 2015 ARE SHOWN ON THIS SURVEY (ITEM 8 - TABLE A)
7. THERE WERE NO OBSERVED PARKING SPACES OR SLIPPING ON OCTOBER 1, 2015 (ITEM 9 - TABLE A)
8. ALL EVIDENCE OF UTILITIES AS OBSERVED (OTHER FIELD MARKINGS OR PHYSICAL FEATURES) ON OCTOBER 1, 2015 ARE SHOWN ON THIS SURVEY. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN ON THIS SURVEY THAT THE SURVEYOR IS UNAWARE OF (ITEM 11B - TABLE A)
9. CONTROL POINTS WERE FROM A FAST STATIC GPS SURVEY AND PERFORMED ON THE OREGON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE - NAD83 (EPOCH 98) EPOCH 2002
10. TOPOGRAPHIC DATA IS PER A GROUND SURVEY CONDUCTED ON OCTOBER 1, 2015.
11. PER EXCEPTION 13 THE INGRESS, EGRESS AND ACCESS EASEMENTS ORFS IN A SOUTHEASTLY DIVER AND UPON THE EXISTING ROADWAY, TO THE COMMON USER PRIVATE ROADWAY WHICH EXTENDS EASTERLY TO THE COUNTY ROAD THERE WAS NO DEFINITIVE ROAD OBSERVED ON OCTOBER 1, 2015. GRAVEL HAS RECENTLY BEEN PLACED ON THE SITE.
12. CHAIN LINK FENCE IS NORTH 0°15' FROM THE LEASE CORNER
13. CHAIN LINK FENCE IS NORTH 0°20' FROM THE LEASE LINE
14. CORNER OF CONCRETE SLAB IS 3°2' SOUTH OF THE LEASE LINE
15. CORNER OF CONCRETE SLAB IS SOUTHEASTERLY 0°4' FROM THE LEASE LINE
16. PORTIONS OF THE UNDERGROUND COMMUNICATIONS LINE AND THE QUARTER TELEPHONE RISER OUR ON THE LEASE PROPERTY.
17. MULTIPLE PVC RISER PIPES IN THIS AREA
18. CONCRETE SLAB FROM THE SOUTH IS 0°2' NORTH OF THE LEASE LINE CONCRETE SLAB/DOCK FROM THE NORTH IS 0°2' SOUTH OF THE LEASE LINE
19. THE SEAWALL MEANDERS ACROSS THE LEASE LINE.

REFERENCES

1. CURRY COUNTY SURVEY #41-1623 BY ARCY COUTSFORTH (OBEC CONSULTING ENGINEERS)
EXCEPTIONS PER PRELIMINARY TITLE REPORT FILE NO. MCS-746138-0R1 BY
FIRST AMERICAN TITLE COMPANY OF OREGON, DATED OCTOBER 05, 2015
1. SUBJECT TO THE TERMS AND PROVISIONS OF WARRANTY DEED RECORDED AUGUST 14, 1959 IN VOLUME 56, PAGE 487-489, CURRY COUNTY OFFICIAL RECORDS - PARTIALLY GRAPHICALLY SHOWN (EXCEPTION 13 - SEE NOTE 11)
2. SUBJECT TO THE TERMS AND PROVISIONS OF THE WATKINS PRELIMINARY EASEMENT RECORDED ON FEBRUARY 16, 1968 IN BOOK OF RECORDS 5, PAGES 975-976, CURRY COUNTY RECORDS - EXCEPTION 14 - GRAPHICALLY SHOWN
3. SUBJECT TO THE TERMS AND PROVISIONS OF THE MEMORANDUM OF CONTRACT RECORDED OCTOBER 2, 1976 IN BOOK OF RECORDS 46, PAGES 435-436, CURRY COUNTY RECORDS - EXCEPTION 15 - GRAPHICALLY SHOWN
4. SUBJECT TO THE TERMS AND PROVISIONS OF THE ACCESS EASEMENT AGREEMENT RECORDED ON OCTOBER 19, 2015 IN INSTRUMENT NO. 2015-03840, CURRY COUNTY RECORDS - EXCEPTION 18 - GRAPHICALLY SHOWN

ALTA/ACSM LAND TITLE SURVEY BEING A PORTION OF THE SW 1/4, SE 1/4, SECTION 5, T41S., R13W., W.M. BROOKINGS, CURRY COUNTY, OREGON

CONTROL NARRATIVE

THE CONTROL USED FOR THIS PROJECT IS THE SAME AS RECORDED IN CURRY COUNTY SURVEY #41-1623. THE HORIZONTAL DATUM USED IS NAD 83 (EPOCH 98) EPOCH 2002 (INTERNATIONAL FEET). THE PRIMARY CONTROL WAS BROUGHT INTO THE PROJECT BY USING AN OPUS-RTS SOLUTION FROM CORS STATIONS 7156, CARL, TRHD, P170, P169, DOSH, DCSD, P162 AND ZONE 35622. AFTER COMPLETION OF ADJUSTMENTS TO THE NETWORK ALL POINTS WERE MOVED TO GROUND, UTILIZING A LOCAL DATUM PLANE COORDINATE SYSTEM (LDP). TO CONVERT THE PROJECT LDP TO OREGON STATE PLANE COORDINATE SYSTEM - SOUTH ZONE, NAD 83 (EPOCH 98) EPOCH 2002, MULTIPLY THE COORDINATE VALUES BY A COMBINED FACTOR OF 1.00008205.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO MONUMENT THE BOUNDARIES OF BC FISHERIES LEASE PARCEL AS DESCRIBED IN FIRST AMERICAN TITLE COMPANY OR OREGON'S PRELIMINARY TITLE REPORT DATED OCTOBER 5, 2015, FILE NO. MCS-746138-0R1

OBEC CONSULTING ENGINEERS HAD PREVIOUSLY RECORDED A "HORIZONTAL CONTROL AND RECOVERY SURVEY WITH THE CURRY COUNTY SURVEYOR'S OFFICE THAT SURVEY WAS RECORDED AS CURRY COUNTY SURVEY #41-1623. ON JUNE 22, 2015, MR. RICHARD P. ROBERTS PREPARED A DESCRIPTION AND EYEBIT FOR THE PORT OF BROOKINGS-HARBOR TITLED "PROCESSING SITE LEASE AREA". MR. ROBERTS USED CONTROL POINTS #1 AND #2 AND THE BEARING AS INDICATED IN CURRY COUNTY SURVEY #41-1623

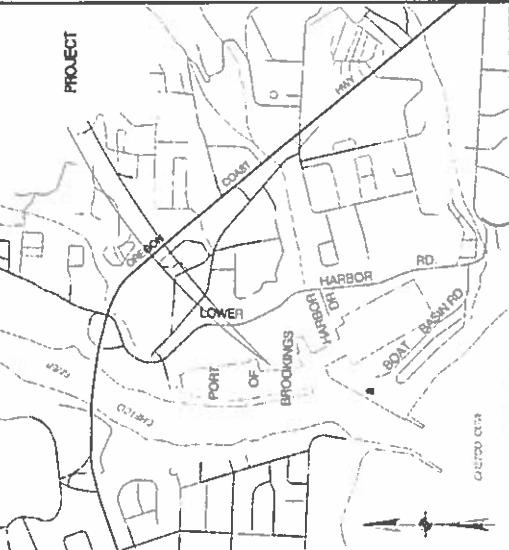
WE RECOVERED EXISTING CONTROL FROM CURRY COUNTY SURVEY #41-1623 AND TIED THE NORTHWEST CORNER OF THE JAVEL W TAGGART D.L.C. NO. 40, BY HOLDING THE BEARINGS AND DIMENSIONS AS SHOWN IN EYEBIT "A" OF FIRST AMERICAN TITLE COMPANY OR OREGON'S PRELIMINARY TITLE REPORT DATED OCTOBER 5, 2015, FILE NO. MCS-746138-0R1. WE SET MONUMENTS (OR PREFERENCE MONUMENTS WHEN WE COULD NOT SET THE ACTUAL CORNERS)

DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 13 WEST, WELLMATE HERMODY, CURRY COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 15°41'56" WEST A DISTANCE OF 2,380.35 FEET FROM A 2-1/2 INCH BRASS CAP IN ASPHALT AT THE NORTHWEST CORNER OF D.L.C. NO. 40;
THENCE SOUTH 84°33'33" WEST A DISTANCE OF 113.84 FEET;
THENCE NORTH 06°26'11" EAST A DISTANCE OF 173.57 FEET;
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THENCE SOUTH 06°11'46" EAST A DISTANCE OF 158.49 FEET;
THENCE SOUTH 25°58'47" WEST A DISTANCE OF 22.15 FEET TO THE POINT OF BEGINNING

BEARINGS FOR THE ABOVE DESCRIPTION ARE OREGON STATE PLANE - SOUTH ZONE AND ARE BASED ON A LINE BETWEEN CONTROL MONUMENTS #1 AND #2 AS LOCATED ON CURRY COUNTY SURVEY #41-1623 PREPARED BY OBEC CONSULTING ENGINEERS, WHICH BEARS NORTH 27°44'55" WEST A DISTANCE OF 639.37 FEET



VICINITY MAP

NOT TO SCALE

REVISIONS

1 10/27/15 ADDED ACCESS EASEMENT



ALTA/ACSM LAND TITLE SURVEY

FOR

BC FISHERIES LEASE PARCEL - PORT OF BROOKINGS - AT/DOR

BC FISHERIES, L.L.C., FIRST AMERICAN TITLE COMPANY OF OREGON,

CAPITAL ONE NATIONAL ASSOCIATION, COOR INVESTOR 44, L.L.C.,

PACSETTER COE XXY, L.L.C., CRAFT 3, INC. AND CRAFT INVESTMENT II, L.L.C.

CURRY COUNTY, OREGON OCTOBER 5, 2015 SCALE 1"=20'

DESIGNED: J. COLTON PROJ. NO. 840-C20-SHT. 2 OF 2

DRAWN: CHW

CHECKED: J. COLTON

APPROVED BY: DIVISION MGR. TITLE

DATE: 10/27/15

ALTA/A.C.S.M. LAND TITLE SURVEY BEING A PORTION OF THE SW 1/4, SE 1/4, SECTION 5, T.41S, R.13W., W.M. BROOKINGS, CURRY COUNTY, OREGON

2 FOUND 5/8" X 30" REBAR
W/ RPC "OBEC CONTROL" SET
IN COUNTY SURVEY #41-1623

★ FOUND 5/8" X 30" REBAR
W/ RPC "OBEC CONTROL" SET
IN COUNTY SURVEY #41-1623
THE POINT OF BEGINNING
OF THE LEASE PARCEL BEARS
S 85°42'39" W 601.25'

LEGEND

CALCULATED POINT - NOTHING FOUND OR SET
SET 5/8" REBAR WITH BLUE PLASTIC CAP
STAMPED "SEC"

8" STEEL RISER
JOINT USE UTILITY POLE
WOOD UTILITY POLE
ELECTRIC PANEL AND METER
CHARTER TELEPHONE RISER
STORM INLET
FIRE HYDRANT
SEE NOTE ON SHEET 2
NUMBER

UNDERGROUND POWER LINE
UNDERGROUND COMMUNICATIONS JHE
OVERHEAD ELECTRIC AND TELEPHONE
LEASE LINE

TAX LOT LINE
CONCRETE SLAB
CONCRETE SLAB

REVISIONS

1 10/2/15 ADDED ACCESS EASEMENT

Copyright © 2015 CURRY COUNTY, OREGON. ALL RIGHTS RESERVED. OREGON 1940-1941, 1942-1943, 1944-1945, 1946-1947, 1948-1949, 1950-1951, 1952-1953, 1954-1955, 1956-1957, 1958-1959, 1960-1961, 1962-1963, 1964-1965, 1966-1967, 1968-1969, 1970-1971, 1972-1973, 1974-1975, 1976-1977, 1978-1979, 1980-1981, 1982-1983, 1984-1985, 1986-1987, 1988-1989, 1990-1991, 1992-1993, 1994-1995, 1996-1997, 1998-1999, 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 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NEW BUSINESS AGENDA ITEM

DATE: *June 20, 2017*
RE: *Annual Performance Evaluation of the General Manager*
TO: *Port of Brookings Harbor Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

OVERVIEW

- Annual review as required by Resolution No. 476.
- Personally, I set the bar for excellence at a very high level. I believe the position I'm in now, I have a lot to learn still and more to accomplish.

DOCUMENTS

- General Manager self-evaluation, 4 pages

COMMISSIONERS ACTION

- Board discussion and review of general manager performance.

General Manager Performance Evaluation

Date of initial evaluation: 6-9-17

Rating Scale Definitions (1-5)

- Unsatisfactory(1) The employee's work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.
- Improvement Needed(2) The employee's work performance does not consistently meet the needed standards of the position. Serious effort is needed to improve performance.
- Meets Job Standards.....(3) The employee's work performance consistently meets the standards of the Standard position.
- Exceeds Job Standards ...(4) The employee's work performance is frequently or consistently above the level of Standard a satisfactory employee, but has not achieved an overall level of outstanding performance.
- Outstanding.....(5) The employee's work performance is consistently excellent when compared to the standards of the job.
- No Observation (N/O) The employee's work performance was not observed.

1. PERFORMANCE EVALUATION AND ACHIEVEMENTS

A. Board of Commissioners Relationships

- | | | | | | | | |
|----|---|---|---|---|---|---|-----|
| 1. | Effectively implements policies and programs approved by the board of commissioners | 1 | 2 | 3 | 4 | 5 | N/O |
| 2. | Reporting to the board of commissioners is timely, clear, concise and thorough | 1 | 2 | 3 | 4 | 5 | N/O |
| 3. | Accepts direction/instructions in a positive manner | 1 | 2 | 3 | 4 | 5 | N/O |
| 4. | Effectively aids the board of commissioners in establishing long range goals | 1 | 2 | 3 | 4 | 5 | N/O |
| 5. | Keeps the board of commissioners informed of current plans, and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc. | 1 | 2 | 3 | 4 | 5 | N/O |
| 6. | Provide the board of commissioners with clear report of anticipated issues, <u>opportunities</u> and risks that could come before the board | 1 | 2 | 3 | 4 | 5 | N/O |
| 7. | Comments: | | | | | | |

B. Public Relations

1.	Projects a positive public image	1	2	3	4	5	N/O
2.	Courteous to the public at all times	1	2	3	4	5	N/O
3.	Maintains effective relations with media	1	2	3	4	5	N/O
4.	Comments:						

C. Effective Leadership of Staff

1.	Delegates appropriate responsibilities	1	2	3	4	5	N/O
2.	Staff feels empowered	1	2	3	4	5	N/O
3.	Training and education provided	1	2	3	4	5	N/O
4.	Public relations. How does public view staff?	1	2	3	4	5	N/O
5.	Comments:						

D. Fiscal Management

1.	Prepares realistic annual budget	1	2	3	4	5	N/O
2.	Controls expenditures in accordance with approved budget.	1	2	3	4	5	N/O
3.	Keeps board of commissioners informed about revenues and expenditures, actual and projected	1	2	3	4	5	N/O
4.	Ensures that the budget addresses the Port Commission's goals and objectives, including readability	1	2	3	4	5	N/O
5.	Comments:						

E. Communication

1.	Oral communication is clear, concise and articulate	1	2	3	4	5	N/O
2.	Written communications are clear, concise and accurate.	1	2	3	4	5	N/O
3.	Comments:						

F. Personal Traits

1.	Initiative	1	2	3	4	5	N/O
2.	Judgment	1	2	3	4	5	N/O
3.	Fairness and impartiality	1	2	3	4	5	N/O
4.	Creativity	1	2	3	4	5	N/O
5.	Time Management.....	1	2	3	4	5	N/O

6. Comments:

B. Intergovernmental Affairs

1.	Maintains effective communication with local, regional, state and federal government agencies.....	1	2	3	4	5	N/O
2.	Financial resources (grants) from other agencies are pursued.....	1	2	3	4	5	N/O
3.	Contributions to good government through regular participation in local, regional and state committees and organizations	1	2	3	4	5	N/O
4.	Lobbies effectively with county, legislators and state agencies regarding Port programs and projects	1	2	3	4	5	N/O

5. Comments:

2. ACHIEVEMENTS RELATIVE TO OBJECTIVES FOR THIS EVALUATION PERIOD:

This section will measure the effectiveness of the Future Goals and Objectives (Sec. IV) from last year. These goals were based upon discussions from the previous year.

1.	1	2	3	4	5	N/O
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2. Comments:

First year of evaluation, no goals established to review.

III. SUMMARY RATING

1. Overall Performance Rating - considering the results obtained against established performance standards as well as overall job performance, the following

rating is provided: 1 2 3 4 5 N/O

2. Comments:

IV. FUTURE GOALS AND OBJECTIVES

Prioritize specific goals and objectives to be achieved in the next evaluation period. Goals should reflect policies and strategies identified in the Port's Strategic Business Plan. (Plan)(Goal)(Strategy)

Current Port Strategic Business Plan is not possible because of the current debt situation.

Goals:

- 1) Operate and maintain port infrastructure with the resources available.
- 2) Find resources to improve port infrastructure through available grants.
- 3) Find resources within the port activities to support rebuilding failing infrastructure.
- 4) Save resources for future repairs and replacement of port assets.
- 5) Overhaul accounting and filing system.
- 6) Update policies and procedures that are outdated.

This Performance Evaluation Survey was completed by:


(Name)

Gary Dehlinger