

**PORT OF BROOKINGS HARBOR**  
**Board of Commissioners**  
**Regular Meeting Agenda**

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

**Tuesday, September 19, 2017 • 7:00 pm**

**Agenda**

1. Call to Order and Roll Call
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10. Non-Agenda Related Public Comments \*
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\* Limited to a maximum of three minutes per person. A "Public Comment Request", located near the entrance, must be completed and turned into the President prior to the beginning of the meeting.

# Regular Meeting Minutes

Tuesday August 15,  
2017

Port of Brookings Harbor Board of Commissioners  
Regular Meeting Minutes  
Tuesday, August 15, 2017, 7:00 p.m.  
Best Western Conference Room: 16011 Boat Basin Rd, Brookings OR, 97415

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

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

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

Staff Present: Administration Assistant Danielle Shepard. Port Manager Gary Dehlinger was absent

**2. Pledge of Allegiance:**

The board and public performed the pledge of allegiance.

**3. Message from the President:**

Pres. Christian informed the public that all public comments become part of our Port minutes and our microphones don't always pick up all the comments clearly. To rectify this if you have filled out a public comment and you are called upon, if you could please come forward and sit down so you can address the board and the microphones can pick up all comments and our minutes will be accurate.

**4. Approval of Agenda:**

Vice Pres. Barbas stated that Mr. Dehlinger suggested moving the executive session, BC Fisheries, and J Sloane lease to the next meeting August 18.

*Vice Pres. Barbas made the motion to move the executive session,  
BC Fisheries bare ground lease and J Sloane lease to August 18  
Special Meeting. Seconded by Treas. Thompson.  
Voting Yes: Unanimous.*

J Sloane's attorney suggested that it might make things easier if he was to be invited into the executive session, and it would save a lot of time. The board agreed that they would like to meet with the Port attorney first, then might invite J Sloane's attorney.

**5. Executive Session – pursuant to ORS 192.660(2)(e) (f) (h):**

- a. **BC Fisheries Bare Ground Lease:** Postponed until August 18 Special Meeting.
- b. **J Sloane Hair Studio Lease:** Postponed until August 18 Special Meeting.

**6. Approval of the Minutes:**

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*Treas. Thompson made the motion to approve Thursday, June 29, special meeting minutes, Tuesday, July 18, regular meeting minutes and Thursday, July 27, special meeting minutes as written.  
Seconded by Comm. Davis.*

Vice Pres. Barbas had the following disputes with the minutes:

**a. Special Meeting – Thursday, June 29, 2017:**

Page 2, line 12, states: “since the Port can’t find a copy”. Believes the Port does have a copy, so it should be “couldn’t find a copy”, making it past tense. Where it states: “Angi Christian: can I lean be placed” believes it should state “a lien” and lien should be spelt l.i.e.n. Line 14 where it states: “that the October lease if current” the word if is wrong or something. Under New Business, a, line 1 states: “is still apart” should read “still part” or if a part, its two words that’s the wrong part is being used. Where is says sustained, should be abstained.

**b. Regular Meeting – Tuesday, July 18, 2017:**

Page 3, stating: “Treas. Thompson dismissed motion” should be “Treas. Thompson withdrew motion”, and there are two instances of that. Page 4, I would like for the minutes to reflect that; the rules for access and fire are set by the State of Oregon Parks and Recreation Dept. and enforcement is responsibility of Oregon Parks and Recreation Dept. with Coos Forest Protective Agency Association under contract for fire suppression, and Port Manager Gary Dehlinger concurred and the commission did not desire further action on this item. All of that was said in the meeting.

**c. Special Meeting – Thursday, July 27, 2017:**

Page 1, stating: “Pres. Christian made it known that this park is ran like a state park” should be “run like a state park”. I’m not sure on commissioner Davis but the reason this was on the agenda was he had concerns that we had winter rates, but I think he changed his mind. Comm. Davis confirmed that what was written was correct. Page 2, over the dock rates, should point out that the board reviewed the other port rates. I think we should point that out with regard to the RV park, but specifically with regard to over the dock. Part of what we did was talk about other port rates, and I believe the consensus of the board was none of those situations were comparable. I brought up the cost but I think we had this conversation where Gary brought out all of these requirements and costs and so on. In the course of that the way it reads it’s kinda like after he did all of that than I didn’t know what the cost were and I think that’s not the case because than I made a calculation of what the cost should be. I think the sentence that states “Vice Pres. Barbas suggested to suspend the increase to get a better handle on cost” should be going up to the second sentence of the paragraph. I think its misleading the way it’s written.

Vice Pres Barbas asked Treas. Thompson if he would be willing to amend the motion to approval with those amendments.

*Treas. Thompson amended the motion to approve the minutes as corrected. Seconded by Vice. Pres. Barbas.  
Voting Yes: Unanimous.*

**7. Financial & Managers Report:**

Pres. Christian asked if anyone had any questions, even though Mr. Dehlinger isn't here to answer them.

*Vice Pres. Barbas made the motion to defer approval of the financial report until Mr. Dehlinger is available. Seconded by Comm. Davis. Voting Yes: Unanimous.*

**8. Agenda Related Public Comments:**

No agenda related public comments.

**9. Old Business:**

- a. **BC Fisheries Bare Ground Lease Amendment:** Postponed until August 18 Special Meeting.
- b. **J. Sloane Hair Salon Lease Renewal:** Postponed until August 18 Special Meeting.
- c. **Hungry Clam Expansion Lease Amendment:**

*Treas. Thompson made the motion to lease the extra square footage of 202 sq. ft. to the Hungry Clam as storage only at this time. Seconded by Sec. Martin.*

Vice Pres. Barbas had some typographical issues. Page 155 of the packet, section 2 a (1), reads "rental rate shall be. \$1.072 per month" thinks it should read "\$1.072 per square foot per month". The same on section 2 a (2) should read "the rental rate for outdoor seating shall be \$.30 per square foot per month."

*Treas. Thompson amended the motion to the two corrections for the square footage on page 1 of the lease section 2, lease space rent 1 and 2. Seconded by Comm. Davis. Voting Yes: Unanimous.*

**10. New Business:**

**a. Ocean Suite Lease Renewal:**

Vice Pres. Barbas had the same typographical errors on this lease, as he did on the Hungry Clam Lease.

*Vice Pres. Barbas made the motion to approve the lease with that amendment. Seconded by Comm. Davis.*

Treas. Thompson commented that we don't have a lot of retail space at the Port and we don't have a tackle shop anymore. Should we make this three and three or year to year? Sec. Martin agreed that in the past that was retail space, and is prime retail. I would favor a one-year lease in case some other options come, and we found another tenant for that. Comm. Davis asked if any other commissioners have walked through that building, it's pretty shabby once everything was removed. It doesn't matter to me if it is year and year or three and three. I want everyone to know the condition of that building and we are fortunate to have anyone come into it. That whole area is a cleanup area. Vice Pres. Barbas suggest that since Mr. Dehlinger isn't here and we don't know his conversations with the tenant, we should defer this item until we can consult with Mr. Dehlinger and see what he thinks the tenant will do.

*Vice Pres. Barbas withdrew his motion.*

Vice Pres. Barbas suggested to authorize Mr. Dehlinger to enter into a lease for up to 3 years with no option for a further 3 years. Pres. Christian stated that she just sees the building deteriorating even more and has concerns regarding renting it for 3 years and having to go in and do an awful amount of repairs, it's the additional 3 years that concerns me. Sec. Martin would like to discuss this with Mr. Dehlinger, since this space was suggested at one point for the Port Office.

*Vice Pres. Barbas made the motion to defer this until the Board can consult with Mr. Dehlinger. Second by Comm. Davis  
Voting Yes: Unanimous.*

**b. Grimstad & Associates – CPA Port Audit FY 2016-17 Agreement:**

*Treas. Thompson made the motion to approve the Port Audit Agreement with Grimstad and Associates. Seconded by Sec. Martin.  
Voting Yes: Unanimous.*

Vice Pres. Barbas asked Miss. Shepard if she knew when the last time we did a competitive bid or procurement solicitation for an auditor? Miss. Shepard answered no.

*Vice Pres. Barbas made a motion to direct staff to conduct a solicitation for auditor prior in spring 2018. Second by Treas. Thompson. Voting Yes: Unanimous.*

**c. Harbor Sanitary District Letter – Joint Meeting Request:**

Vice Pres. Barbas asked Mr. Gary Hartung, Commissioner for Harbor Sanitary, why Harbor Sanitary is only suggesting 2 board members and the directors instead of the full board meeting. Mr. Hartung informed the board that right now Harbor Sanitary is fighting sand. To keep the rates down we have to cut back on some of this, and we know some of the problems are coming from the Port. We as a board discussed getting this done with the two managers and two board members. We requested two members since you have a five-man board and we have a five-man board. There are some problems and we are willing as a district to help and it will help us. Vice Pres. Barbas had some concerns and wants to be transparent. Treas. Thompson asked how its determined that the sand is coming from the Port. Mr. Hartung informed him that some of the lines have been TB. We know where some of it is coming from but we don't know where it all is coming from. Some of our maintenance people have not been able to find some of the sand traps in the RV Park. You guys can help us and we can help you. Comm. Davis agreed with Vice Pres. Barbas and would like a full board meeting. Mr. Hartung suggested to send a letter back requesting a full board meeting.

*Vice Pres. Barbas made a motion to direct Mr. Dehlinger to respond with a proposal for a joint full board meeting. Second by Comm. Davis. Vote: 4-1. Voting Yes: Sec. Martin, Pres. Christian, Vice Pres. Barbas, and Comm. Davis. Voting No: Treas. Thompson.  
Motion passes.*

**11. Commissioners Report:**

**Commissioner Roy Davis:** If anyone saw the parking lot this weekend, saw hi to Bruce Ellis and his staff and Port staff. We do have a new piece of equipment, called a telehandler. Mr.

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Dehlinger is experimenting with this piece of equipment due to our crane rusting from the inside. Boat yard is doing exceptional, and very busy. A lot of good out there.

**Vice President Jan Barbas:** Nothing to report.

**President Angi Christian:** I was not at the Pirate festival but had customers come into my shop stating that they would come in and see me since they can't find parking at the Port for the Pirate Festival, which was nice to hear. I was contacted by the president of South Coast Fisheries and their meeting is tomorrow evening at 6 pm, and hopefully I will have something to report on Friday's meeting.

**Treasurer Roger Thompson:** I want this to get back to staff, the boat yard looks the best I have ever seen it since 1995. They are doing a good job especially with such limited staff, now to get the pipe sold. Thank you for all the hard work they do with such limited staff.

**Secretary Andy Martin:** The boat yard looks great. I have been communicating with some people from the Department of Fish and Wildlife about possible regulation changes that could go into effect this year. Due to the salmon season being closed that impacts State wide the entire Oregon coast. Rockfish are higher than expected, and the way rockfish are managed there is a federal allocation and we cannot go over. California went over black rockfish allocation and now can only have 3 rockfish a person per day. Possibility of a in season change this year, and next year as well. I was asking the representatives if the rough weather we had for a good portion of our season had an impact on reducing the intake but apparently more rockfish are being kept, and this is something we should be aware of. This is something that is going to affect how many people access the port. No action has been taken yet.

**12. Non-Agenda Related Public Comments:**

No non-agenda related public comments.

**13. Adjournment:**

The meeting was unanimously adjourned at 7:39 p.m.

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Port Commissioner

# Special Meeting Minutes

Friday August 18,  
2017



Port of Brookings Harbor Board of Commissioners  
Special Meeting Minutes  
Friday, August 18, 2017, 5:30 p.m.  
Port of Brookings Harbor Office: 16340 Lower Harbor Rd, Brookings OR, 97415

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

President Christian called the meeting to order at 5:30 pm.

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

Staff Present: Administrative Assistant Danielle Shepard and legal counsel Jim Coffey. Port Manager Gary Dehlinger is absent.

**2. Pledge of Allegiance:**

The board and public performed the pledge of allegiance.

**3. Approval of Agenda:**

*Vice Pres. Barbas made the motion to approve the Agenda as written. Seconded by Treas. Thompson.*

Sec. Martin reminded the commission that BC Fisheries lease and J Sloane lease need to be added to the agenda.

*Treas. Thompson made a motion to amend the agenda to add in BC Fisheries lease, J Sloane Lease in our executive session. Vice Pres. Barbas accepted the amendment. Seconded by Sec. Martin. Voting yes: unanimous.*

**4. Executive Session – pursuant to ORS 192660 (2)(h):**

Board went into executive session at 5:32 pm. Board came out of executive session at 5:48 pm, see section 8 non-agenda related public comments. Board went back into executive session 6:00 pm. Board came out of executive session at 6:42 pm, see section 6B J Sloane Lease. Board went back into executive session at 7:02 pm. Board came out of executive session at 8:20 pm and went into regular session.

**a. Sell of Port Property:**

**b. J Sloane Lease:**

**c. BC Fisheries Bare Ground Lease:**

Vice Pres. Barbas inquired Mr. Coffey about notes that are brought into the open public meetings. Mr. Coffey suggests that no one should take notes, and you have the problem resolved. If notes are made before the open public meeting and you bring them to the meeting and refer to the notes in the meeting, then to be on the safe side you should turn those into staff. If you don't

reference your notes than it could be deemed as not public records. Nothing should remain secret.

**5. Agenda Related Public Comments:**

No agenda related public comments.

**6. Old Business:**

**a. Best Practices Assessment Follow-up:**

*Sec. Martin as made the motion to table until Mr. Dehlinger can present this issue to the board. Seconded by Comm. Davis.*

*Voting yes: unanimous.*

**b. J Sloane Lease:**

*Vice Pres. Barbas made the motion to adopt the draft J Sloane lease prepared by the Port attorney. 17 pages, beginning page 106 of the meeting packet from August 15, 2017. With the change to section 2.a.1, adding the words per square feet and the rate established in the lease be effective July 1, 2017. Second by Treas. Thompson.*

**Richard Kennett, Brookings OR, representative for J Sloane:** Informed the board that that is not acceptable to them, and how disappointed he is that he could not speak about the changes that they had made. He hoped to talk to the attorney, either privately or in front of the board. Doesn't understand why some of the changes that they proposed were not acceptable, particularly since she can't get insurance through State Farm anymore. Mr. Coffey informed him that insurance companies waive subrogation on their claims all the time, and if State Farm doesn't want to waive it than find a new insurance company. Mr. Coffee asked him, so you want the Port to expose their insurance company to subrogation claims by your tenant's insurance company for insurance she provides to cover her own equipment. She covers her equipment; the Port has nothing to do with covering her equipment. Mr. Kennett stated that, so what you are setting up is a constructive eviction for the tenant. Mr. Coffey informed him that it's up to the tenant if she wants to follow your suggestion or not. There is an association, Oregon Special Districts Associations, who represents all special districts throughout the state. This lease and the language you're objecting to was actually taken from a form developed by Special Districts Association and given to all of their special district clients. Vice Pres. Barbas asked Mr. Allen if he would like to speak. **David Allen, Brookings OR, with State Farm:** Asked is the language designed for triple net, because if so than it's appropriate. Mr. Coffey informed him that all she must do is insure her own equipment. We don't want any claims from any tenant because the roof falls in, if it does fall in than it could be because of multiple reasons. Extensive dialogue followed resulting in:

*Voting yes: unanimous.*

**c. BC Fisheries Bare Ground Lease:**

Nothing to report.

**7. New Business:**

**DRAFT**

**a. Basin 1 Piling Project Bid Documents:**

*Vice Pres. Barbas made the motion to approve Basin 1 Piling Project Bid subject to Port council review, with added clauses, and signature authority to Mr. Dehlinger. Seconded by Treas. Thompson. Voting yes: unanimous.*

**b. Spill Prevention Control and Countermeasure (SPCC) Plan:**

*Treas. Thompson made the motion to approve Spill Prevention Control and Countermeasure (SPCC) Plan as written.*

Vice Pres. Barbas suggested to add Carson Oil to the Spill Prevention Control and Countermeasure (SPCC) Plan.

*Treas. Thompson accepted the amendment suggested by Vice Pres. Barbas. Seconded by Vice Pres. Barbas. Voting yes: unanimous.*

**c. Coast Guard Vessel in Boat Yard:**

Comm. Davis suggested to have Joanne Caddy come to a public meeting, due to her being the one who donated the boat. Every Port has a boat displayed at them.

*Treas. Thompson made the motion to table this topic until Joanne Caddy can come to a public meeting. Seconded by Sec. Martin. Voting yes: unanimous.*

**d. Procurement for Trench Drain at Boat Launch Ramp:**

Vice Pres. Barbas had a concern regarding handling and storage on page 206. Believes it would be our responsibility not the suppliers.

*Vice Pres. Barbas made the motion to approve the procurement for Trench Drain at Boat Launch Ramp subject to port council review. Seconded by Comm. Davis. Voting yes: unanimous.*

**e. Procurement for Slug's N Stones Sewer Repair:**

*Treas. Thompson made the motion to approve the procurement for Slug's N Stones Sewer Repair. Seconded by Comm. Davis. Voting yes: unanimous.*

**f. Portside Suites Land Sale:**

*Treas. Thompson made the motion to split the difference and he pay for the lot line adjustment. Seconded by Vice Pres. Barbas. Voting yes: unanimous.*

**g. EQ# 4603 P&H Crane Issues:**

*Vice Pres. Barbas made the motion to table until Mr. Dehlinger can present this issue to the board. Seconded by Sec. Martin. Voting yes: unanimous.*

**8. Non-Agenda Related Public Comments:**

**Jim Starling:** Logistics Chief with NIMO and presently the incident management team on the Chetco fire. Had to move spike due to the fire, which was at little redwood. At the same time, we have a type 2 team coming from the other side to bring a shower, people, kitchen, and I need space to place them, and I have till tomorrow to figure it out. Vice Pres. Barbas asked what utilities, discharges, and other logistical? Mr. Starling informed the board that they come with gray water trucks, potable water trucks, the fire hydrants would be used to fill those trucks. I have my own internet with dish, it would be people camping in tents sleeping at night and being gone all day. The showers and kitchen would be there all day, some tents for administrative work, and someone there all day. I have my finance chief ready to talk to whoever, to work out the land use agreement.

*Treas. Thompson made a motion to rent out the kite field to the US Forest Service for a fire camp. Second by Vice Pres. Barbas. Voting yes: unanimous.*

*Sec. Martin made the motion to have Pres. Christian to help port staff in finalizing the agreement with the forest service to expedite this while Mr. Dehlinger is gone. Seconded by Vice Pres. Barbas. Voting yes: unanimous.*

*Vice Pres. Barbas made a motion to suspend our event rate schedule for this project and empower Pres. Christian to negotiate a rate. Second by Sec. Martin. Voting yes: unanimous.*

**9. Adjournment:**

The meeting was unanimously adjourned at 9:00 p.m.

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Port Commissioner

# Special Meeting Minutes

Friday August 25,  
2017

Port of Brookings Harbor Board of Commissioners  
Special Meeting Minutes  
Friday, August 25, 2017, 6:00 p.m.  
Port of Brookings Harbor Office: 16340 Lower Harbor Rd, Brookings OR, 97415

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

President Christian called the meeting to order at 6:00 pm.

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

Staff Present: Port Manager Gary Dehlinger and Machine Operator Travis Webster. Administrative Assistant Danielle Shepard was absent.

**2. Pledge of Allegiance:**

The board and public performed the pledge of allegiance.

**3. Approval of Agenda:**

*Pres. Christian made an amendment to the agenda to add under New Business Item E, direction for Mr. Dehlinger to sign the contract for the Boat launch grant. Second by Sec Martin.  
Voting yes: unanimous.*

*Sec Martin made an amendment to the agenda to add under Old Business Item D, Ocean Suites Warehouse Lease. Second by Treas. Thompson. Voting yes: unanimous.*

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

**4. Financial & Managers Reports:**

Vice Pres. Barbas and Sec. Martin had a few questions regarding clarification on the financial report, which Mr. Dehlinger answered. Vice Pres. Barbas asked Mr. Dehlinger how he is doing working so many hours. Comm. Davis stating to make things easier on Mr. Dehlinger would be to decrease agenda items. Mr. Dehlinger added that setting goals of what the commission would like to achieve for the fiscal year would help him to.

*Treas. Thompson made approve the Financial report as written.  
Second by Vice Pres. Barbas. Voting yes: unanimous.*

Mr. Dehlinger asked the board if they had any questions or comments on the managers' report. The board agreed that he is doing a great job and the like seeing the report and like the fact that it is going on the website for the public to see.

**5. Agenda Related Public Comments:**

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**6. Old Business:**

**a. Best Practices Assessment Follow-up:**

Mr. Dehlinger reminded the board that a few months ago SDAO came and did a board practices assessment. Part of their recommendation was to make progress in bit size pieces with clear realistic measurable short-term goals, and to be honest with the assessment and the progress of these goals. Mr. Dehlinger left blanks on the assessment form if the board wanted to add in any infrastructures items. The board and manager are supposed to review this throughout the year, which gives us benefits from SDAO. Treas. Thompson suggested to look over policies for gear storage. Vice Pres. Barbas suggested to do a comprehensive review of policies and ordinances, which Mr. Dehlinger already started. Vice Pres. Barbas also suggested to have a committee to look at our policies and ordinances.

**b. Coast Guard Vessel in Boat Yard:**

Joanne Caddy told the board the history on the Coast Guard vessel. Mr. Dehlinger informed the board that it's his belief that the port owns the vessel. Treas. Thompson suggested talking to the Coast Guard or Coast Guard Auxiliary to see if they want it. Sec. Martin thinks the vessel needs to stay here and suggested putting it near the boardwalk. Vice Pres. Barbas believes that we could find a nonprofit to take the vessel over. Mr. Dehlinger suggested to know what SDAO's position is on this is, and ask about insuring it. Vice Pres. Barbas asked Mrs. Caddy that if the Port found a nonprofit to take care of the vessel, would she be willing to donate the \$1,900 that their nonprofit already has for the vessel? Mrs. Caddy replied yes, that's the only way you can do it, to transfer your nonprofit money to another nonprofit that is doing the same thing you want to do.

*Treas. Thompson made a motion to direct Mr. Dehlinger to contact the USCG and Coast Guard Auxiliary to see if they have in interest in the vessel. Second by Vice Pres. Barbas.*

*Voting yes: unanimous.*

**c. EQ# 4603 P&H Crane Issues:**

Treas. Thompson asked if the telehandler was rotating like a hydro crane? Mr. Webster informed him that it does not rotate but you can get an attachment head that will rotate about 100°. This telehandler will be able to service the Port more than the crane could. Treas. Thompson suggested to also get a man bucket, and asked what is the cost of the telehandler? Mr. Dehlinger informed him that we are looking at a Genie that will cost \$144,000 with a \$2,000 a month lease. Mr. Dehlinger informed the board that the crane needs to be replaced. It's up to the board if you want to fix the 46-year-old crane, replace the crane with another crane, or replace the crane with this telehandler which moves a lot more things safer. Sec. Martin asked if this will make the same amount of revenue? Mr. Dehlinger informed him that with the telehandler it might make us more since it can do more things. Sec. Martin asked if anything on the crane is worth keeping? Mr. Dehlinger stated no and suggested to put it into a closed bid and give it to whoever wants the most for it. Vice Pres. Barbas asked how much are we renting the telehandler we have now. Mr. Dehlinger informed him that we will be paying \$4,800 a month and we have had it for 2 weeks now. The consensus of the board is for Mr. Dehlinger to bring the board a proposal. Mr. Dehlinger informed the board that there is a chance that even if the board says yes to this IFA might still not allow it. Vice Pres. Barbas suggested for Mr. Dehlinger to look into the procurement rules on leasing this, might have to do a seal bid.

**d. Ocean Suite Warehouse Lease:**

*Treas. Thompson made the motion to approve Ocean Suites lease for 2 years at a time with renewal. Seconded by Sec. Martin.*

*Voting yes: unanimous.*

**7. New Business:**

**a. Solicitation for Port Counsel:**

Vice Pres. Barbas would like to see if the Port can find a less expensive council, and should be under contract. Under the contracting rules Resolution 368, this probably could be done by phone bid, but would like something more formal. Suggested us to develop a statement of work, and bid to specify a sample contract, fee schedule, statement of qualifications, and references. This is something that Mr. Dehlinger would do and bring it to the board for review. Comm. Davis reminded the board of what Mr. Coffey did with J Sloane and defending this port. With all his worth and history with the port and this thing with Righetti's, is it really the time to be looking for new council? Pres. Christian doesn't want to reinvent the wheel with a new attorney for the stuff going on now. Treas. Thompson suggested to make sure they are readily available when we need them. Vice Pres Barbas suggested some council members, and every few years solicit for new council. Sec. Martin reminded the board that they might have to find new council anyways due to Harbor Sanitary and Coffey being the attorney for both.

*Vice Pres. Barbas made the motion there with the proviso that we have a written bid process if resolution 368 doesn't require it.*

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

**b. Oregon South Coast Fisherman Proposal for Fish Station:**

Richard Heap went over the proposal given to the board from Oregon South Coast Fisherman Association. OSCFA would write a grant request, and if approved funding would come out in March. If that goes through than we would bring in a roofer, our folks for plumbing and painting. Would like new cutting surfaces and the Port would have a turn key fish cleaning station. Would like to build a relationship with the board, we could help with letters for grants or testify for grants.

*Treas. Thompson made the motion accepted Oregon South Coast Fisherman proposal for the fish cleaning station. Seconded by Sec.*

*Martin. Voting yes: unanimous.*

**c. RV Park Electrical Update:**

Treas. Thompson wanted to know why we need to have the city approve it. Mr. Dehlinger informed the board that the proper thing to do it have electrical engineer to look at it and approve it. The whole park is overloaded, right now the 35 sites are in the process of being turned off. Mr. Dehlinger is asking the board for direction, does the board want to fix what is broken or fix the whole park. Thinks there needs to be an evaluation for us of what we need and what the board wants to put in there.

*Vice Pres. Barbas made the motion to direct Mr. Dehlinger conduct an assessment and present options for the board. Seconded by Pres.*

*Christian. Voting yes: unanimous.*



**d. Wildfire & Camp Update:**

Sec. Martin had concern about certain areas that the crew has taken up and how that's going to affect the public. Vice Pres. Barbas wanted Mr. Dehlinger to check the utilities that the crew is using. Mr. Dehlinger informed the board that he would like to do a bathymetric survey of our harbor, this will allow us to know where the mud line is now before the rain comes in. it will tell me where we are at now and how much we have had in the last 5 years, it will also give me a base line of where we are at when rains come in.

**e. Sign Agreement to OSMB Grant:**

*Treas. Thompson made the motion to allow Mr. Dehlinger to continue with the OSMB grant. Seconded by Sec. Martin. Voting yes: unanimous.*

**8. Non-Agenda Related Public Comments:**

No non-agenda related public comments.

**9. Adjournment:**

The meeting was unanimously adjourned at 8:30 p.m.

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Port Commissioner

# Special Meeting Minutes

Friday September 1,  
2017

Port of Brookings Harbor Board of Commissioners  
Special Meeting Minutes  
Friday, September 1, 2017, 6:00 p.m.  
Port of Brookings Harbor Office: 16340 Lower Harbor Rd, Brookings OR, 97415

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

President Christian called the meeting to order at 6:00 pm.

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

Staff Present: Port Manager Gary Dehlinger and Administrative Assistant Danielle Shepard.

**2. Pledge of Allegiance:**

The board and public performed the pledge of allegiance.

**3. Approval of Agenda:**

*Vice Pres. Barbas made a motion to approve the agenda as written.  
Seconded by Sec. Martin. Voting yes: unanimous.*

**4. Agenda Related Public Comments:**

No agenda related public comments.

**5. New Business:**

**a. Suspending 14-day Stay Rule for Fire Evacuees at the RV Park:**

*Treas. Thompson made the motion to approve suspending the 14-day stay rule for fire evacuees at the RV Park as long as they can show proof that they are an evacuee. Seconded by Sec. Martin.*

Comm. Davis asked where did the 14-day stay come from? Vice Pres. Barbas stated that it came from the ether according to the paperwork, but we don't have to have it. Pres. Christian informed him that previous commissioners and manager made the resolution, and don't know what information was given to the commission to make that decision. Comm. Davis stated that he was under the impression that even our State Parks are lifting this rule. Sec. Martin informed him yes, but only for fire evacuees, but otherwise they are still enforcing this rule. Sec. Martin informed the board that yesterday the Elks lodge lifted their 14-day stay limit but are still charging to stay there.

*Voting yes: unanimous.*

*Vice Pres. Barbas made the motion to extend fire evacuees a 50% discount, based on the State rules that prohibit any price differentiation for locals greater than 50%. Second by Comm. Davis.*

Sec. Martin had concern on the other unattended problems that is going to create if we start messing with the rate. There are some places that people can stay for no charge. Pres. Christian had concern with the fact that this is a Port and a business, and there are other places for people to stay. What happens to the people who came in and got to go back home, are they going to be in the office asking for a refund. There are other options and the financial position that we are in, I don't think we can do that. Treas. Thompson reminded the board that State parks receives lottery funds for their parks but we don't get money for our park. Sec. Martin reminded the board that we will be losing spaces due to the electricity and having fewer spaces for visitors is a concern.

*Vice Pres. Barbas amended is motion to so it only applies future going forward.*

Sec. Martin wanted the board to be aware that the Elks had concern with reducing their rates because there are people that are getting reimbursed by their insurance companies.

*Second by: Comm. Davis. Vote: 1:4. Voting yes: Vic Pres. Barbas. Voting no: Pres. Christian, Sec. Martin, Treas. Thompson, and Comm. Davis. Motion dismissed.*

**6. Non-Agenda Related Public Comments:**

**Mona Chandler:** Wanted the board to be aware that if something happens and the evacuation changes than people will be coming to the Port, plus the state park is filled up. Sec. Martin wanted to add to that that State parks should look at other property they have and open that up to evacuees, maybe the public should mention that to them.

**7. Executive Session – pursuant to ORS 192.660 (2)(b):**

**a. Personnel Issues:**

Board went into executive session at 6:17 pm. Board came out of executive session at 6:47 pm.

**8. Adjournment:**

The meeting was unanimously adjourned at 6:50 p.m.

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Port Commissioner

# FINANCIAL REPORT

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**DATE:** September 19, 2017  
**RE:** Month End Report of Financial Activities for August 2017  
**TO:** Port of Brookings Harbor, Board of Commissioners  
**PRESENT BY:** Gary Dehlinger, Port Manager

---

Accrual Basis – August 2017, Approximate Net Income \$32,881

## **BEACHFRONT RV PARK – NET INCOME \$44,786**

- August Revenue - \$78,420. Expense \$28,258
- August occupancy was 62%
- Loan Payment Amount \$3,674
- Depreciation Amount \$1,702

## **BOAT YARD – NET INCOME (\$4,721)**

- August Revenue - \$11,481. Expense \$9,781
- 4 paying vessels
- 3 nonpaying vessels
- 5 abandon / Port vessels in the boat yard
- Loan Payment Amount \$4,659
- Depreciation Amount \$1,762

## **MARINA – NET INCOME (\$22,137)**

- August Revenue - \$64,468. Expense \$57,017
- 35 annual renewals
- 3 semi-annual rentals
- 3 monthly rentals
- 7 weekly rentals
- 58 daily rentals
- 74 gear and boat storage rentals
- Loan Payment Amount \$14,860
- Depreciation Amount \$14,728

## **COMMERCIAL / RETAIL LEASES – NET INCOME \$9,110**

- August Revenue - \$39,395. Expense \$8,322
- 34 Land, dock and retail space leases

- Loan Payment Amount \$11,236
- Depreciation Amount \$10,727

### **FUEL DOCK – NET INCOME \$5,522**

- August Revenue - \$53,547. Expense \$45,438
- Purchased 18,937 gallons of diesel fuel and 2,874 gallons of non-ethanol
- Pumped 17,417 gallons of diesel and 2,145 gallons on non-ethanol to 117 vessels
- End of the month inventory for diesel 3,332 gallons and non-ethanol 2,034 gallons
- Loan Payment Amount \$1,754
- Depreciation Amount \$833

### **LAND USE EVENTS – NET INCOME \$321**

- August Revenue - \$490. Expense \$169 (Electrical Meters - Boardwalk, Kite Field and Parking Lot)
- Saturday Market hosted by Chetco Brewing on Boardwalk
- Pirate Festival on Boardwalk

### **TRANSFERS FROM GENERAL FUND**

- Total transfers to Debt Service Fund \$29,869
- Total transfers to Bond Debt Fund \$12,512
- Total transfers to Capital Projects Fund \$36,992

### **DOCUMENTS**

#### **Packet #**

- |   |    |
|---|----|
| • Month End Fund Report – August 2017, 1 page                           | 33 |
| • Current Depreciation List "Draft", 3 pages                            | 34 |
| • Check Register, 3 pages   | 37 |
| • Balance Sheet as of August 31, 2017, 3 pages                          | 40 |
| • Profit & Loss August 2017 Budget Performance, 1 page                  | 43 |
| • Profit & Loss August 2017, 3 pages                                    | 44 |
| • Profit & Loss August Prev Year Comparison, 4 pages                    | 47 |
| • Beachfront RV Park August 2017 Guest Report, 1 page                   | 51 |
| • Beachfront RV Park Guest Forecast Report for Sept, Oct & Nov, 3 pages | 52 |
| • Commercial Retail Leases List, 1 page                                 | 55 |
| • Port Manager hours for August, 2 pages                                | 56 |

### **COMMISSIONERS ACTION**

- Board review, discussion and approval of August 2017 Financial Report.

# PORT OF BROOKINGS HARBOR

## MONTH END FUND REPORT – AUGUST 2017

### GENERAL FUND

- \$ 49,197 General Fund
  - \$ 36,194 Fuel Dock Account
  - \$ 1,949 Cash on Hand/Petty Cash (RV Park, fuel dock and office)
  - \$ 87,340 Total Cash General Fund
- 

### REVENUE BOND FUND - Restricted

- \$120,623 Revenue Bond Fund \$143,132 Yearly (\$13,012 must remain in fund)  
USDA Loan - \$130,120, payment due Nov 5<sup>th</sup> – Week 38  
(\$2,502.30 average each week to reach payment, currently \$0 short)
- 

### DEBT SERVICE FUND - Restricted

- \$ 56,183 Debt Service Fund \$62,500 Quarterly (IFA Business Oregon)  
Week 4, next payment due Sept 30 (6 payments behind approx. \$330,581)  
(\$4,807.69 average each week to reach payment, currently \$0 short)
  - \$ 3,503 Travel Lift Lease monthly payment, Week 2. Monthly payment \$4,659
- 

### CAPITAL PROJECTS FUND - Restricted

- \$ 72,822 Capital Projects Fund  
Projects: FEMA & HMGP Basin 1 Dock Piling (Postponed to FY 2018-19)  
OSMB Boat Launch Boarding Dock Replacement  
Completed 7-12-17 Repair & Upgrade Retail Sewer Tank and Enclosure  
Reopen 7-13-17 Repair & Upgrade Kite Field Restrooms  
Repair & Upgrade Kite Field Basin Slopes  
Repair & Upgrade Fuel Dock Ramp and Slopes  
Demo & Replace RV Park Laundromat  
Repair & Upgrade Commercial Receiving Dock  
Repair & Upgrade Slugs N Stones Sewer Tank  
Purchase & Install Trench Drain at Boat Launch Ramp  
Completed Aug '17 Install Rock Landscaping at Boat Launch Parking Lot
- 

### RESERVE FUND - Restricted

- \$ 9,000 Reserve Fund  
(\$5,296,203 Based on current depreciation - draft list)
- 

- \$221,613 Total Restricted Cash
- \$338,706 Total Cash

Port of Brookings Harbor  
General Funds (Check Register)

August 1, 2017 - August 31, 2017

Type	Date	Num	Name	Memo	Amount
<b>1001 - CASH &amp; CASH EQUIVALENTS</b>					
<b>1002 - General Funds Ckg 3634</b>					
Bill Pmt -Check	08/03/2017	8232	Coos-Curry Electric Cooperative, Inc.	ACCT # 67601	-9,064.71
Bill Pmt -Check	08/03/2017	8233	Curry County Title	Busch Title Report	-400.00
Bill Pmt -Check	08/03/2017	8234	Full Spectrum Landscaping Inc.		-4,575.00
Bill Pmt -Check	08/03/2017	8235	Grainger	ACCT# 822663001	-44.16
Bill Pmt -Check	08/03/2017	8236	South Coast Knight Security	Patrol for JUNE 2017	-1,000.00
Bill Pmt -Check	08/16/2017		Ferguson Enterprises, Inc.	QuickBooks generated zero amount transaction for bill payment stub	
Bill Pmt -Check	08/16/2017	8241	Anchor Lock & Key		-180.00
Bill Pmt -Check	08/16/2017	8242	Bullet Rental	Equipment Rental 7/14/17-7/31/17	-1,600.00
Bill Pmt -Check	08/16/2017	8243	Curry Transfer & Recycling	Account #2040-2434-001	-12,828.19
Bill Pmt -Check	08/16/2017	8244	Englund Marine Supply	Bottom Paint & Zincs for EQ#3705 Port Work Boat	-136.78
Bill Pmt -Check	08/16/2017	8245	Eureka Oxygen Co.	JULY 2017 Monthly Cylinder Rental	-152.87
Bill Pmt -Check	08/16/2017	8246	Gold Beach Lumber Yard, Inc.	Account #776	-118.98
Bill Pmt -Check	08/16/2017	8247	Gowman Electric, Inc.		-744.35
Bill Pmt -Check	08/16/2017	8248	Harbor Sanitary District	JULY 2017 Sanitary Bill	-4,913.70
Bill Pmt -Check	08/16/2017	8249	Harbor Water District P.U.D.	6/21-7/20 SERVICEWATER BILL	-2,579.02
Bill Pmt -Check	08/16/2017	8250	KDRV News Watch 12	WEATHER CAM NETWORK SPONSOR / DIGITAL 7/1/17-7/31/17	-500.00
Bill Pmt -Check	08/16/2017	8251	Kerr's Ace Hardware Inc	Customer#56	-110.38
Bill Pmt -Check	08/16/2017	8252	Les Schwab Tire Center	ACCT#24804672	-105.00
Bill Pmt -Check	08/16/2017	8253	ORCCO	Disposal of waste oil , filters & bilge water Bill of Landing #307717	-373.75
Bill Pmt -Check	08/16/2017	8254	Rogue Credit Union	ACCT #306-89 CARD#8593	-3,803.80
Bill Pmt -Check	08/16/2017	8255	Roto Rooter	2940-522445-001	-2,419.50
Bill Pmt -Check	08/16/2017	8256	Spec Dist Assoc of OR- Healthcare	Customer #: 03-0016414	-5,990.55
Bill Pmt -Check	08/16/2017	8257	Spec Dist Assoc of Or - TRAINING	ACCT#30999	-150.00
Bill Pmt -Check	08/16/2017	8258	Western Communications	ACCT# 816180	-239.01
Bill Pmt -Check	08/16/2017	8259	Xerox Capital Services, LLC		-781.25
Bill Pmt -Check	08/23/2017	8262	BI-MART	Account #931481	-610.04
Bill Pmt -Check	08/23/2017	8263	Fastenal Industrial Supplies	Customer No.ORBRK0013	-2,196.03
Bill Pmt -Check	08/23/2017	8264	Gold Beach Lumber Yard, Inc.	Account #776	-74.58
Bill Pmt -Check	08/23/2017	8265	Gowman Electric, Inc.		-624.68
Bill Pmt -Check	08/23/2017	8266	Kerr's Ace Hardware Inc	Customer#56	-844.81
Bill Pmt -Check	08/23/2017	8267	Lease Finance Partners	LEASE#00040031070	-602.00
Bill Pmt -Check	08/23/2017	8268	Marine Surveyors & Consultants	ANNUAL INSPECTIONS ON EQUIP	-1,356.00
Bill Pmt -Check	08/23/2017	8269	Pape Machinery Exchange	INSPECTION ON CRANE	-444.69
Bill Pmt -Check	08/23/2017	8270	Quill Corporation	ACCT#1932158	-639.29
Bill Pmt -Check	08/23/2017	8271	Sheffield Marine	Prop for work boat-EQ#3705 Port Work Boat	-1,015.89
Bill Pmt -Check	08/23/2017	8272	Spec Dist Assoc of Or -TRAINING	ACCT#30999	-75.00
Bill Pmt -Check	08/23/2017	8273	Spec Dist Assoc of OR- Healthcare	Customer #: 03-0016414	-5,990.55
Bill Pmt -Check	08/23/2017	8274	Spec Dist Assoc of OR- Prop & Cas	Policy#31P16414-203 Customer ID: 01-16414	-8,187.35



## Port of Brookings Harbor

## General Funds (Check Register)

August 1, 2017 - August 31, 2017

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	08/23/2017	8275	Stebbins Coffey & Collins	LEGAL ASSISTANCE JULY 2017	-1,831.50
Bill Pmt -Check	08/23/2017	8276	Triangle Pump & Equipment, INC.	Backup parts for Retail Septic Control Panel	-220.54
Bill Pmt -Check	08/29/2017	8277	Rogue Credit Union	ACCT #306-89 CARD#8593	-3,461.47
Bill Pmt -Check	08/29/2017	8279	101 Things To Do	Del Norte Visitor Magazine Advertising 2017	-1,320.00
Bill Pmt -Check	08/29/2017	8280	Coos-Curry Electric Cooperative, Inc.	ACCT # 67601	-8,354.56
Bill Pmt -Check	08/29/2017	8281	Del-Cur Supply Co-op	Plumbing parts for Ice House line fix	-62.81
Bill Pmt -Check	08/29/2017	8282	Kerr's Ace Hardware Inc	Customer#56	-77.30
Bill Pmt -Check	08/29/2017	8283	Pape Machinery Exchange	8/10/17-SERVICE:EQ#3701 Forklift	-208.54
Bill Pmt -Check	08/29/2017	8284	Suburban Propane	Propane Gas delivery 8/25/17	-132.01
Check	08/04/2017	8238	Lindley Fisheries	Refund for Gear Storage Annual 4/1/17-4/1/18 inv#20171343	-618.75
Check	08/09/2017	8239	Petty Cash	Additional \$100 for each Fuel Cash Box	-200.00
Check	08/09/2017	8240	Petty Cash	SAFE Cash - to be used for change for all cash drawers	-300.00
Check	08/02/2017	DEBIT	Elavon	JULY 2017 MERCHANT SERVICE FEE ACCT#316	-287.63
Check	08/02/2017	DEBIT	Elavon	JULY 2017 Merchant Service Fee - acct#873 Ventek	-83.06
Check	08/02/2017	DEBIT	Elavon	JULY 2017 MERCHANT SERVICE FEE ACCT#902	-2,533.08
Check	08/11/2017	DEBIT	ADP	Advice of Debit #497672038 PAYROLL 8/2/17	-115.36
Check	08/16/2017	EFT	Capital Projects Fund	EFT for Pmt to Bullet Rental #175472-3	-2,640.00
Check	08/16/2017	EFT	Capital Projects Fund	EFT for Pmt to Freeman Rock; #24720, 34722, 34749, 34816	-3,716.08
Check	08/25/2017	DEBIT	ADP	Advice of Debit #498519373 PAYROLL 08/16/2017	-113.35
Check	08/22/2017	DEBIT	Umpqua Bank (Service fees)	STORE CURRENCY DEPOSITED & SOLD FOR 07/17	-26.94
Check	08/29/2017	EFT	Capital Projects Fund	EFT for Pmt to Dept of State Lands for Application Fee \$742.00	-742.00
Check	08/29/2017	EFT	Capital Projects Fund	EFT for Pmt to Rogue Credit Union for CHEVRON #6678352 & NORTHGATI	-95.06
General Journal	08/02/2017	PAY 8/2		Rec 08/02/2017 payroll-INCLUDES US BANK SEP IRA PMT CHECK \$1673.	-14,996.04
General Journal	08/02/2017	TAX 8/2		Rec 08/02/2017 payroll Taxes	-5,713.13
General Journal	08/05/2017	RESV 8/5		To transfer to Capital Projects Reserve Fund	-1,000.00
General Journal	08/05/2017	CAPT 8/5		To transfer to Capital Projects (no specific project)	-7,533.00
General Journal	08/05/2017	USDA 8/5		To transfer to USDA Revenue Bond - savings for November 2017 pmt	-2,502.00
General Journal	08/05/2017	IFA 8/5		To transfer to Debt Service funds for 3rd QTR 2017 Payment	-4,808.00
General Journal	08/05/2017	LIFT 8/5		To transfer to Debt Service funds for August 2017 Travelift Payment	-1,165.00
General Journal	08/09/2017	LIFT 8/9		To transfer to Debt Service funds for August 2017 Travelift Payment	-1,165.00
General Journal	08/09/2017	IFA 8/9		To transfer to Debt Service funds for 3rd QTR 2017 Payment	-4,808.00
General Journal	08/09/2017	USDA 8/9		To transfer to USDA Revenue Bond - savings for November 2017 pmt	-2,502.00
General Journal	08/09/2017	CAPT 8/9		To transfer to Capital Projects (no specific project)	-7,533.00
General Journal	08/09/2017	RESV 8/9		To transfer to Capital Projects Reserve Fund	-1,000.00
General Journal	08/16/2017	PAY 8/16		Rec 08/16/2017 payroll-INCLUDES US BANK SEP IRA PMT CHECK \$1477.	-12,858.86
General Journal	08/16/2017	TAX 8/16		Rec 08/16/2017 payroll Taxes	-4,631.94
General Journal	08/16/2017	RESV 8/16		To transfer to Capital Projects Reserve Fund	-1,000.00
General Journal	08/16/2017	CAPT 8/16		To transfer to Capital Projects (no specific project)	-7,533.00
General Journal	08/16/2017	USDA 8/16		To transfer to USDA Revenue Bond - savings for November 2017 pmt	-2,502.00
General Journal	08/16/2017	IFA 8/16		To transfer to Debt Service funds for 3rd QTR 2017 Payment	-4,808.00

# Port of Brookings Harbor

## General Funds (Check Register)

August 1, 2017 - August 31, 2017

Type	Date	Num	Name	Memo	Amount
General Journal	08/16/2017	LIFT 8/16		To transfer to Debt Service funds for August 2017 Travelift Payment	-1,165.00
General Journal	08/23/2017	CAPT 8/23		To transfer to Capital Projects (no specific project)	-7,533.00
General Journal	08/23/2017	RESV 8/23		To transfer to Capital Projects Reserve Fund	-1,000.00
General Journal	08/23/2017	USDA 8/23		To transfer to USDA Revenue Bond - savings for November 2017 pmt	-2,503.00
General Journal	08/23/2017	IFA 8/23		To transfer to Debt Service funds for 3rd QTR IFA 2017 Pmt	-4,808.00
General Journal	08/23/2017	LIFT 8/23		To transfer to Debt Service funds for SEPT 2017 Travelift payment	-1,167.00
General Journal	08/30/2017	PAY 8/30		Rec 08/30/2017 payroll-INCLUDES US BANK SEP IRA PMT CHECK \$1485.	-13,232.10
General Journal	08/30/2017	TAX 8/30		Rec 08/30/2017 payroll Taxes	-4,653.84
General Journal	08/29/2017	RESV 8/29		To transfer to Capital Projects Reserve Fund	-1,000.00
General Journal	08/29/2017	USDA 8/29		To transfer to USDA Revenue Bond - savings for November 2017 pmt	-2,503.00
General Journal	08/29/2017	IFA 8/29		To transfer to Debt Service funds for 3rd QTR IFA 2017 Pmt	-4,808.00
General Journal	08/29/2017	LIFT 8/29		To transfer to Debt Service funds for SEPT 2017 Travelift payment	-1,167.00
Transfer	08/24/2017			Funds Transfer -USCG AUGUST LEASE PAYMENT	923.24
Transfer	08/30/2017			Funds Transfer for fuel payment made in Port office for Craig Wilcox	-403.45
Total 1002 - General Funds Ckg 3634					-235,691.07
1003 - FUEL DOCK					
Bill Pmt -Check	08/03/2017	8237	Carson	CUSTOMER # 76-0011262	-23,735.48
Bill Pmt -Check	08/16/2017	8260	Carson	CUSTOMER # 76-0011262	-7,403.67
Bill Pmt -Check	08/23/2017	8261	Carson	CUSTOMER # 76-0011262	-15,780.76
Bill Pmt -Check	08/29/2017	8278	Carson	CUSTOMER # 76-0011262	-10,466.23
Check	08/02/2017	DEBIT	Elavon	JULY 2017 MERCHANT SERVICE FEE ACCT#951	-429.46
Transfer	08/30/2017			Funds Transfer for fuel payment made in Port office for Craig Wilcox	403.45
Total 1003 - FUEL DOCK					-57,412.15
1001 - CASH & CASH EQUIVALENTS - Other					
Total 1001 - CASH & CASH EQUIVALENTS - Other					-293,103.22
1004 - RESTRICTED - CASH/EQUIVALENTS					
1005 - Capital Projects Fund 8018					
Bill Pmt -Check	08/03/2017	132	Pacific Excavation, Inc	SEWER REPAIR at Commerical Retail	-30,200.00
Bill Pmt -Check	08/16/2017	133	Bullet Rental	Equipment Rental 7/14/17-7/31/17	-2,640.00
Bill Pmt -Check	08/16/2017	134	Freeman Rock, Inc.		-3,716.08
Bill Pmt -Check	08/16/2017	135	Triangle Pump & Equipment, INC.	Autodiater for emergency callout - Septic System & Plate for backup pump	-626.90
Bill Pmt -Check	08/23/2017	136	Triangle Pump & Equipment, INC.	SENSAPHONE & 1 YEAR SENTINEL CELLULAR SUBSCRIPTION	-1,523.91
Bill Pmt -Check	08/29/2017	137	Department of State Lands	VOID: FILE # 60453-RF; Basin 1 Sport Piling Replacement Project	
Bill Pmt -Check	08/29/2017	138	Department of State Lands	Basin 1 Sport Piling Replacement Project	-742.00
Bill Pmt -Check	08/29/2017	139	Rogue Credit Union	ACCT #306-89 CARD#8593	-95.06
General Journal	08/05/2017	CAPT 8/5		To transfer to Capital Projects (no specific project)	7,533.00
General Journal	08/09/2017	CAPT 8/9		To transfer to Capital Projects (no specific project)	7,533.00
General Journal	08/16/2017	CAPT 8/16		To transfer to Capital Projects (no specific project)	7,533.00

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# Port of Brookings Harbor

## General Funds (Check Register)

August 1, 2017 - August 31, 2017

Type	Date	Num	Name	Memo	Amount
General Journal	08/23/2017	CAPT 8/23		To transfer to Capital Projects (no specific project)	7,533.00
Transfer	08/24/2017			Funds Transfer -USCG AUGUST LEASE PAYMENT	-923.24
Total 1005 · Capital Projects Fund 8018					-10,335.19
<b>1007 · USDA BOND MM 9529</b>					
General Journal	08/05/2017	USDA 8/5		To transfer to USDA Revenue Bond - savings for November 2017 pmt	2,502.00
General Journal	08/09/2017	USDA 8/9		To transfer to USDA Revenue Bond - savings for November 2017 pmt	2,502.00
General Journal	08/16/2017	USDA 8/16		To transfer to USDA Revenue Bond - savings for November 2017 pmt	2,502.00
General Journal	08/23/2017	USDA 8/23		To transfer to USDA Revenue Bond - savings for November 2017 pmt	2,503.00
General Journal	08/29/2017	USDA 8/29		To transfer to USDA Revenue Bond - savings for November 2017 pmt	2,503.00
Total 1007 · USDA BOND MM 9529					12,512.00
<b>1008 · Debt Service Fund MM 8627</b>					
<b>IFA LOAN SAVINGS</b>					
General Journal	08/05/2017	IFA 8/5		To transfer to Debt Service funds for 3rd QTR 2017 Payment	4,808.00
General Journal	08/09/2017	IFA 8/9		To transfer to Debt Service funds for 3rd QTR 2017 Payment	4,808.00
General Journal	08/16/2017	IFA 8/16		To transfer to Debt Service funds for 3rd QTR 2017 Payment	4,808.00
General Journal	08/23/2017	IFA 8/23		To transfer to Debt Service funds for 3rd QTR IFA 2017 Pmt	4,808.00
General Journal	08/29/2017	IFA 8/29		To transfer to Debt Service funds for 3rd QTR IFA 2017 Pmt	4,808.00
Total IFA LOAN SAVINGS					24,040.00
<b>TRAVEL LIFT</b>					
Check	08/22/2017	DEBIT	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #10	-4,659.00
General Journal	08/05/2017	LIFT 8/5		To transfer to Debt Service funds for August 2017 Travelift Payment	1,165.00
General Journal	08/09/2017	LIFT 8/9		To transfer to Debt Service funds for August 2017 Travelift Payment	1,165.00
General Journal	08/16/2017	LIFT 8/16		To transfer to Debt Service funds for August 2017 Travelift Payment	1,165.00
General Journal	08/23/2017	LIFT 8/23		To transfer to Debt Service funds for SEPT 2017 Travelift payment	1,167.00
General Journal	08/29/2017	LIFT 8/29		To transfer to Debt Service funds for SEPT 2017 Travelift payment	1,167.00
Total TRAVEL LIFT					1,170.00
<b>1008 · Debt Service Fund MM 8627 - Other</b>					
Total 1008 · Debt Service Fund MM 8627 - Other					25,210.00
Total 1008 · Debt Service Fund MM 8627					27,386.81
Total 1004 · RESTRICTED - CASH/EQUIVALENTS					-265,716.41
<b>TOTAL</b>					

# Port of Brookings Harbor

## Balance Sheet

As of August 31, 2017

	Aug 31, 17
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1001 · CASH & CASH EQUIVALENTS	
1002 · General Funds Ckg 3634	49,197.40
1003 · FUEL DOCK	36,194.42
<b>Total 1001 · CASH &amp; CASH EQUIVALENTS</b>	<b>85,391.82</b>
1004 · RESTRICTED - CASH/EQUIVALENTS	
1005 · Capital Projects Fund 8018	
RESERVE FUND	9,000.00
1005 · Capital Projects Fund 8018 - Other	72,822.18
<b>Total 1005 · Capital Projects Fund 8018</b>	<b>81,822.18</b>
1007 · USDA BOND MM 9529	120,623.34
1008 · Debt Service Fund MM 8627	
IFA LOAN SAVINGS	56,183.24
TRAVEL LIFT	3,503.00
<b>Total 1008 · Debt Service Fund MM 8627</b>	<b>59,686.24</b>
<b>Total 1004 · RESTRICTED - CASH/EQUIVALENTS</b>	<b>262,131.76</b>
1012 · Cash on Hand/Petty Cash	
1014 · Office/Bookkeeper Drawer	228.75
1015 · Fuel Dock Cash Drawer	400.00
1018 · RV Park Cash Drawer	920.00
1022 · Office/Danielle	200.00
1023 · Office/Skylar	200.00
<b>Total 1012 · Cash on Hand/Petty Cash</b>	<b>1,948.75</b>
<b>Total Checking/Savings</b>	<b>349,472.33</b>
<b>Accounts Receivable</b>	
1200 · Accounts Receivable Account	15,237.98
<b>Total Accounts Receivable</b>	<b>15,237.98</b>
<b>Other Current Assets</b>	
1210 · A/R-Auditor Adjustment Account	14,926.01
1305 · FUEL Inventory	14,741.52
1310 · Prepaid Insurance	14,081.00
1320 · Due from Other Port Funds	
1322 · Due from Capital Projects Fund	13,137.30
<b>Total 1320 · Due from Other Port Funds</b>	<b>13,137.30</b>
1330 · Trans out to Other Port Funds	
1334 · Trans out to Capital Proj Fund	69,463.91
1338 · Trans out to USDA Bond Fund	60,567.30
1340 · Trans out to Debt Service Fund	55,311.69
<b>Total 1330 · Trans out to Other Port Funds</b>	<b>185,342.90</b>
1400 · RECEIVABLES	
1405 · Grants Receivables	
1408 · Dock Renovation L16010	1,520,579.00
<b>Total 1405 · Grants Receivables</b>	<b>1,520,579.00</b>

# Port of Brookings Harbor

## Balance Sheet

As of August 31, 2017

	<u>Aug 31, 17</u>
Total 1400 · RECEIVABLES	1,520,579.00
1499 · Undeposited Funds	<u>6,543.20</u>
Total Other Current Assets	<u>1,769,350.93</u>
Total Current Assets	2,134,061.24
Fixed Assets	
1600 · Fixed Asset	
1605 · Construction in Progress	317,006.75
1610 · Land	2,537,448.00
1620 · Buildings & Docks	15,257,991.68
1630 · Equipment	
1632 · 50 BFMII Travelift Mobile Boat	343,750.00
1635 · Ford F250 Truck	25,701.50
1630 · Equipment - Other	<u>190,982.00</u>
Total 1630 · Equipment	<u>560,433.50</u>
Total 1600 · Fixed Asset	18,672,879.93
1690 · Allowance for depreciation	<u>-5,296,202.00</u>
Total Fixed Assets	<u>13,376,677.93</u>
TOTAL ASSETS	<u><u>15,510,739.17</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · General Fund Accts Payable	3,560.57
2002 · Capital Projects Accts Payable	<u>-55.17</u>
Total Accounts Payable	3,505.40
Credit Cards	
2008 · RCU VISA ACCT	<u>657.23</u>
Total Credit Cards	657.23
Other Current Liabilities	
2012 · ACCRUED BENEFITS	22,830.55
2015 · DEFERRED REVENUE	14,926.01
2020 · Security Deposits C/R	10,586.53
2022 · Key Deposit	600.00
2026 · Deposits Payable	1,000.00
2100 · Payroll Liabilities	
Employee Benefits	
2112 · SEP IRA	-2,971.74
2114 · Dental Insurance/Dependents	19.16
2116 · Medical Ins./Dependents	<u>250.49</u>
Total Employee Benefits	<u>-2,702.09</u>
Total 2100 · Payroll Liabilities	-2,702.09
2120 · Due to Other Port Funds	
2122 · Due to Capital Projects Fund	<u>13,137.30</u>
Total 2120 · Due to Other Port Funds	13,137.30
2130 · Trans in to Other Port Funds	

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# Port of Brookings Harbor

## Balance Sheet

As of August 31, 2017

	Aug 31, 17
2134 · Trans in to Capital Proj Fund	69,463.91
2138 · Trans in to USDA Bond Fund	60,567.30
2140 · Trans in to Debt Service Fund	55,311.69
<b>Total 2130 · Trans in to Other Port Funds</b>	<b>185,342.90</b>
2150 · Current Portion of LT Debt	1,158,799.00
<b>Total Other Current Liabilities</b>	<b>1,404,520.20</b>
<b>Total Current Liabilities</b>	<b>1,408,682.83</b>
<b>Long Term Liabilities</b>	
2200 · Notes Payable	
Revenue Bonds Payable	
2280 · USDA #97-02	1,287,801.78
<b>Total Revenue Bonds Payable</b>	<b>1,287,801.78</b>
2205 · 50 BFMII Travelift Mobile Boat	291,297.77
2235 · Land Purchase-Kyle Aubin	16,776.00
2250 · OEDD/Restructure Prin Pmts	
IFA/OBDD LOANS	
2256 · IFA/OBDD #520139/Boardwalk	91,042.88
2257 · IFA/OBDD #525172/RV Park Improv	150,520.49
2258 · IFA/OBDD #525176/Green Bldg	331,325.30
2259 · IFA/OBDD #525181/EurekaFishery	219,126.64
<b>Total IFA/OBDD LOANS</b>	<b>792,015.31</b>
IFA/SPWF LOANS	
2261 · IFA/SPWF L02009/Cold Storage	896,988.08
2263 · IFA/SPWF L96003/RV Park Beach	99,979.37
2264 · IFA/SPWF L98004/Dock Improv	256,004.05
2265 · L02001/Marine Fueling Dock	226,305.84
2266 · X03004/Eureka Fishery Invoice	238,473.43
2267 · L16010/Comm Rec Dock Reno	1,520,579.00
<b>Total IFA/SPWF LOANS</b>	<b>3,238,329.77</b>
<b>Total 2250 · OEDD/Restructure Prin Pmts</b>	<b>4,030,345.08</b>
<b>Total 2200 · Notes Payable</b>	<b>5,626,220.63</b>
2206 · INTEREST PAYABLE RESTRICTED	43,657.00
2207 · Accrued interest payable	2,605,943.00
2290 · Less current portion	-1,158,799.00
<b>Total Long Term Liabilities</b>	<b>7,117,021.63</b>
<b>Total Liabilities</b>	<b>8,525,704.46</b>
<b>Equity</b>	
2900 · Port Equity Account	7,162,741.28
3900 · RETAINED EARNINGS	-349,519.67
Net Income	171,813.10
<b>Total Equity</b>	<b>6,985,034.71</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>15,510,739.17</b>

# Port of Brookings Harbor

## Profit & Loss

### August 2017

	<u>Aug 17</u>
Ordinary Income/Expense	
Income	
4100 · MARINA/ADMINISTRATION	
4120 · Finance Charges/Income	78.61
4125 · Administrative Fees	20.69
4126 · Revenue/Collections	32.21
4130 · Boat Launch	1,981.00
4135 · Storage	4,502.81
4140 · Other Revenue	518.00
4300 · MOORAGE	
4310 · Commercial Slip Rent	4,218.33
4320 · Recreational Slip Rent	46,312.20
4325 · Transient	1,886.59
4330 · Liveaboard	900.00
4335 · Dock Box	186.00
4340 · Moorage Electric	2,375.43
Total 4300 · MOORAGE	<u>55,878.55</u>
Total 4100 · MARINA/ADMINISTRATION	63,011.87
4200 · COMMERCIAL RETAIL	
4210 · Commercial Retail Lease	38,315.47
4211 · CR/ Electric	866.62
4212 · CR/ Water	79.00
4214 · CR/ Sewer	32.08
4222 · CPI-U	102.27
Total 4200 · COMMERCIAL RETAIL	<u>39,395.44</u>
4400 · RV PARK	
4410 · Space Rental	76,513.00
4440 · Laundry & Showers	1,247.25
4450 · Wood Sales	395.00
4460 · Dump Charges	10.00
4470 · Misc Purchases & Sales	255.00
Total 4400 · RV PARK	<u>78,420.25</u>
4500 · FUEL SALES	53,546.82
4600 · BOATYARD	
4630 · Other Services & Sales	1,014.00
4635 · Travel Lift Haul Out	2,899.70
4640 · Labor	120.00
4655 · Yard Days	7,447.30
Total 4600 · BOATYARD	<u>11,481.00</u>
4900 · LAND USE EVENTS	
4910 · Grounds Use Fee	240.00
4920 · Labor	150.00
4930 · Material/Repair	100.00
Total 4900 · LAND USE EVENTS	<u>490.00</u>
Total Income	<u>246,345.38</u>

Port of Brookings Harbor  
Profit & Loss  
August 2017

	Aug 17
Gross Profit	246,345.38
Expense	
5010 · WAGES & SALARIES	
5012 · Salary - Port Manager	9,087.12
5018 · Wages/Office Staff	9,225.24
5020 · Wages/Operations Staff	
5022 · Wages/Operations/General Fund	14,379.92
5024 · Wages/OperationsCapital Project	1,541.94
Total 5020 · Wages/Operations Staff	15,921.86
5026 · Wages/RV Park	6,086.74
5030 · Overtime/General Fund	
5032 · Office	1,134.80
5034 · Operations	229.95
5030 · Overtime/General Fund - Other	1,458.85
Total 5030 · Overtime/General Fund	2,823.60
5035 · Overtime/Capital Projects	1,178.11
Total 5010 · WAGES & SALARIES	44,322.67
5040 · EMPLOYEE COSTS & BENEFITS	
5050 · Paid Time Off	2,211.24
5055 · Disability Bank	
5060 · Paid Holidays	
5070 · Payroll Taxes/General Fund	4,431.52
5072 · Payroll Taxes/Capital Projects	291.60
5078 · Non Tax Mileage Reimbursement	584.99
5079 · Personal Vehicle Allowance	415.50
5080 · Health Care and Dental	5,711.32
5090 · SEP Retirement	
5092 · Port Manager	316.75
5094 · Office	549.35
5096 · Operations	799.50
Total 5090 · SEP Retirement	1,665.60
Total 5040 · EMPLOYEE COSTS & BENEFITS	15,311.77
5540 · MINI-MART (Cost of Goods)	
6001 · ADVERTISING & NOTIFICATIONS	
6002 · Marketing & Advertising	1,789.00
6001 · ADVERTISING & NOTIFICATIONS - Other	43.75
Total 6001 · ADVERTISING & NOTIFICATIONS	1,832.75
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	3,671.73
6115 · Services & Supplies	7,169.22
Total 6100 · REPAIRS & MAINTENANCE	10,840.95
6150 · FUEL purchased for resale	43,038.12
6200 · UTILITIES	
6210 · Telecommunications	722.71
6220 · Electric	8,354.56



**Port of Brookings Harbor**  
**Profit & Loss**  
**August 2017**

	<u>Aug 17</u>
6230 · Water	2,579.02
6240 · Sanitary	4,913.70
6250 · Waste Management	15,621.44
6260 · Cable TV	398.68
6270 · Propane Gas	<u>132.01</u>
Total 6200 · UTILITIES	32,722.12
6300 · OFFICE EXPENSE	
6315 · Office Services & Supplies	530.39
6320 · Leased Equipment(incl'g copier)	1,798.66
6330 · Dues, Subs & Pubs	1.00
6345 · Postage	<u>90.50</u>
Total 6300 · OFFICE EXPENSE	2,420.55
6350 · BANK SERVICE & FINANCE FEES	
6335 · Merchant Services Fees	3,387.29
6360 · Bank Service Charge/Fees	-29.11
6365 · Finance Charge/Late Fee	<u></u>
Total 6350 · BANK SERVICE & FINANCE FEES	3,358.18
6500 · PERMITS, LICENSES, TAXES & MISC	
6510 · Conferences/Education/Meetings	3.00
6582 · Lien Expenses	66.00
6584 · Cash over/short	<u>-1.59</u>
Total 6500 · PERMITS, LICENSES, TAXES & MISC	67.41
6600 · BAD DEBT	109.00
6800 · INSURANCE; PROP & CAS, BOND	8,187.35
6900 · PROFESSIONAL FEES	
6925 · Consultants	1,356.00
6935 · Legal	1,831.50
6945 · IT Support/Services	-100.99
6955 · Payroll Administration Fee	<u>228.71</u>
Total 6900 · PROFESSIONAL FEES	3,315.22
Total Expense	<u>165,526.09</u>
Net Ordinary Income	80,819.29
Other Income/Expense	
Other Income	
7000 · PROPERTY TAX	
7010 · Previously Levied Tax	777.62
7020 · Current Tax Levy	<u>678.41</u>
Total 7000 · PROPERTY TAX	1,456.03
Total Other Income	1,456.03
Other Expense	
8055 · CAPITAL PROJECTS/REPAIRS	
8065 · Sewer Repair	<u>1,523.91</u>
Total 8055 · CAPITAL PROJECTS/REPAIRS	1,523.91
8100 · FEMA EXPENSES	
8121 · FEMA/Boarding Dock Replacement	<u>742.00</u>

Port of Brookings Harbor  
**Profit & Loss**  
August 2017

	<u>Aug 17</u>
Total 8100 · FEMA EXPENSES	742.00
8200 · GRANT EXPENSES	
8210 · Parking Improvement Grant #1481	49.50
Total 8200 · GRANT EXPENSES	49.50
8400 · DEBT SERVICE FUND	
8430 · Paid Interest	
8443 · 50 BFMII Travelift Interest	1,352.99
Total 8430 · Paid Interest	1,352.99
Total 8400 · DEBT SERVICE FUND	1,352.99
Total Other Expense	3,668.40
Net Other Income	-2,212.37
Net Income	<u>78,606.92</u>

# Port of Brookings Harbor

## Profit & Loss Prev Year Comparison

### August 2017

	Aug 17	Aug 16	\$ Change	% Change
Ordinary Income/Expense				
Income				
4100 · MARINA/ADMINISTRATION				
4120 · Finance Charges/Income	78.61	1,343.38	-1,264.77	-94.15%
4125 · Administrative Fees	20.69	0.50	20.19	4,038.0%
4126 · Revenue/Collections	32.21		32.21	100.0%
4130 · Boat Launch	1,981.00	3,002.00	-1,021.00	-34.01%
4135 · Storage	4,502.81	4,398.76	104.05	2.37%
4140 · Other Revenue	518.00		518.00	100.0%
4300 · MOORAGE				
4310 · Commercial Slip Rent	4,218.33	30,118.89	-25,900.56	-85.99%
4320 · Recreational Slip Rent	46,312.20	13,264.52	33,047.68	249.14%
4325 · Transient	1,886.59	771.00	1,115.59	144.69%
4330 · Liveaboard	900.00	1,557.50	-657.50	-42.22%
4335 · Dock Box	186.00	186.00		
4340 · Moorage Electric	2,375.43	1,775.27	600.16	33.81%
Total 4300 · MOORAGE	55,878.55	47,673.18	8,205.37	17.21%
Total 4100 · MARINA/ADMINISTRATION	63,011.87	56,417.82	6,594.05	11.69%
4200 · COMMERCIAL RETAIL				
4210 · Commercial Retail Lease	38,315.47	33,413.51	4,901.96	14.67%
4211 · CR/ Electric	866.62		866.62	100.0%
4212 · CR/ Water	79.00	31.00	48.00	154.84%
4214 · CR/ Sewer	32.08	562.70	-530.62	-94.3%
4222 · CPI-U	102.27		102.27	100.0%
Total 4200 · COMMERCIAL RETAIL	39,395.44	34,007.21	5,388.23	15.84%
4400 · RV PARK				
4410 · Space Rental	76,513.00	91,357.98	-14,844.98	-16.25%
4430 · Mini Mart		2,145.47	-2,145.47	-100.0%
4440 · Laundry & Showers	1,247.25	3,095.25	-1,848.00	-59.7%
4450 · Wood Sales	395.00		395.00	100.0%
4460 · Dump Charges	10.00	35.00	-25.00	-71.43%
4470 · Misc Purchases & Sales	255.00		255.00	100.0%
Total 4400 · RV PARK	78,420.25	96,633.70	-18,213.45	-18.85%
4500 · FUEL SALES	53,546.82	58,105.52	-4,558.70	-7.85%
4550 · SPECIAL EVENT				
4551 · Registration		4,750.00	-4,750.00	-100.0%
4554 · Sponsors		3,685.00	-3,685.00	-100.0%
4555 · Vendors		2,220.00	-2,220.00	-100.0%
4557 · Dinner Tickets		360.00	-360.00	-100.0%
4562 · Event Space Rental		100.00	-100.00	-100.0%
Total 4550 · SPECIAL EVENT		11,115.00	-11,115.00	-100.0%
4600 · BOATYARD				
4630 · Other Services & Sales	1,014.00	1,325.38	-311.38	-23.49%
4635 · Travel Lift Haul Out	2,899.70	606.00	2,293.70	378.5%

# Port of Brookings Harbor

## Profit & Loss Prev Year Comparison

### August 2017

	Aug 17	Aug 16	\$ Change	% Change
4640 · Labor	120.00		120.00	100.0%
4655 · Yard Days	7,447.30	3,960.99	3,486.31	88.02%
<b>Total 4600 · BOATYARD</b>	<b>11,481.00</b>	<b>5,892.37</b>	<b>5,588.63</b>	<b>94.85%</b>
4700 · ICE HOUSE		28,211.00	-28,211.00	-100.0%
4800 · COLD STORAGE		6,157.78	-6,157.78	-100.0%
<b>4900 · LAND USE EVENTS</b>				
4910 · Grounds Use Fee	240.00		240.00	100.0%
4920 · Labor	150.00		150.00	100.0%
4930 · Material/Repair	100.00		100.00	100.0%
<b>Total 4900 · LAND USE EVENTS</b>	<b>490.00</b>		<b>490.00</b>	<b>100.0%</b>
<b>Total Income</b>	<b>246,345.38</b>	<b>296,540.40</b>	<b>-50,195.02</b>	<b>-16.93%</b>
<b>Gross Profit</b>	<b>246,345.38</b>	<b>296,540.40</b>	<b>-50,195.02</b>	<b>-16.93%</b>
<b>Expense</b>				
<b>5010 · WAGES &amp; SALARIES</b>				
5012 · Salary - Port Manager	9,087.12		9,087.12	100.0%
5018 · Wages/Office Staff	9,225.24	18,023.01	-8,797.77	-48.81%
5020 · Wages/Operations Staff				
5022 · Wages/Operations/General Fund	14,379.92	14,517.88	-137.96	-0.95%
5024 · Wages/OperationsCapital Project	1,541.94	1,436.50	105.44	7.34%
<b>Total 5020 · Wages/Operations Staff</b>	<b>15,921.86</b>	<b>15,954.38</b>	<b>-32.52</b>	<b>-0.2%</b>
5026 · Wages/RV Park	6,086.74	7,157.75	-1,071.01	-14.96%
5030 · Overtime/General Fund				
5032 · Office	1,134.80	1,115.27	19.53	1.75%
5034 · Operations	229.95	3,368.26	-3,138.31	-93.17%
5030 · Overtime/General Fund - Other	1,458.85		1,458.85	100.0%
<b>Total 5030 · Overtime/General Fund</b>	<b>2,823.60</b>	<b>4,483.53</b>	<b>-1,659.93</b>	<b>-37.02%</b>
5035 · Overtime/Capital Projects	1,178.11	337.13	840.98	249.45%
<b>Total 5010 · WAGES &amp; SALARIES</b>	<b>44,322.67</b>	<b>45,955.80</b>	<b>-1,633.13</b>	<b>-3.55%</b>
<b>5040 · EMPLOYEE COSTS &amp; BENEFITS</b>				
5050 · Paid Time Off	2,211.24	1,967.56	243.68	12.39%
5055 · Disability Bank		929.00	-929.00	-100.0%
5060 · Paid Holidays				
5070 · Payroll Taxes/General Fund	4,431.52	3,903.44	528.08	13.53%
5072 · Payroll Taxes/Capital Projects	291.60	135.68	155.92	114.92%
5078 · Non Tax Mileage Reimbursement	584.99	577.67	7.32	1.27%
5079 · Personal Vehicle Allowance	415.50	415.50		
5080 · Health Care and Dental	5,711.32	6,533.15	-821.83	-12.58%
5090 · SEP Retirement				
5092 · Port Manager	316.75		316.75	100.0%
5094 · Office	549.35	1,273.71	-724.36	-56.87%
5096 · Operations	799.50	483.36	316.14	65.41%
<b>Total 5090 · SEP Retirement</b>	<b>1,665.60</b>	<b>1,757.07</b>	<b>-91.47</b>	<b>-5.21%</b>
<b>Total 5040 · EMPLOYEE COSTS &amp; BENEFITS</b>	<b>15,311.77</b>	<b>16,219.07</b>	<b>-907.30</b>	<b>-5.59%</b>
<b>5540 · MINI-MART (Cost of Goods)</b>		<b>1,131.13</b>	<b>-1,131.13</b>	<b>-100.0%</b>

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# Port of Brookings Harbor

## Profit & Loss Prev Year Comparison

August 2017

	Aug 17	Aug 16	\$ Change	% Change
<b>6001 · ADVERTISING &amp; NOTIFICATIONS</b>				
6002 · Marketing & Advertising	1,789.00	1,429.39	359.61	25.16%
6004 · Legal Notices		90.10	-90.10	-100.0%
6001 · ADVERTISING & NOTIFICATIONS - Other	43.75	80.50	-36.75	-45.65%
<b>Total 6001 · ADVERTISING &amp; NOTIFICATIONS</b>	<b>1,832.75</b>	<b>1,599.99</b>	<b>232.76</b>	<b>14.55%</b>
<b>6100 · REPAIRS &amp; MAINTENANCE</b>				
6110 · Maintenance & Repairs	3,671.73	12,611.45	-8,939.72	-70.89%
6115 · Services & Supplies	7,169.22	10,591.72	-3,422.50	-32.31%
6120 · Landscaping & Beautification		1,400.00	-1,400.00	-100.0%
6135 · Security Contract				
6140 · Dredging Expense		1,321.97	-1,321.97	-100.0%
<b>Total 6100 · REPAIRS &amp; MAINTENANCE</b>	<b>10,840.95</b>	<b>25,925.14</b>	<b>-15,084.19</b>	<b>-58.18%</b>
6150 · FUEL purchased for resale	43,038.12	43,415.11	-376.99	-0.87%
<b>6200 · UTILITIES</b>				
6210 · Telecommunications	722.71	1,561.69	-838.98	-53.72%
6220 · Electric	8,354.56	18,424.62	-10,070.06	-54.66%
6230 · Water	2,579.02	2,102.76	476.26	22.65%
6240 · Sanitary	4,913.70	4,796.40	117.30	2.45%
6250 · Waste Management	15,621.44	11,785.90	3,835.54	32.54%
6260 · Cable TV	398.68	645.00	-246.32	-38.19%
6270 · Propane Gas	132.01		132.01	100.0%
<b>Total 6200 · UTILITIES</b>	<b>32,722.12</b>	<b>39,316.37</b>	<b>-6,594.25</b>	<b>-16.77%</b>
<b>6300 · OFFICE EXPENSE</b>				
6315 · Office Services & Supplies	530.39	1,735.75	-1,205.36	-69.44%
6320 · Leased Equipment(incl'g copier)	1,798.66	1,498.96	299.70	19.99%
6330 · Dues, Subs & Pubs	1.00	3.98	-2.98	-74.87%
6345 · Postage	90.50	23.86	66.64	279.3%
<b>Total 6300 · OFFICE EXPENSE</b>	<b>2,420.55</b>	<b>3,262.55</b>	<b>-842.00</b>	<b>-25.81%</b>
<b>6350 · BANK SERVICE &amp; FINANCE FEES</b>				
6335 · Merchant Services Fees	3,387.29	3,739.46	-352.17	-9.42%
6360 · Bank Service Charge/Fees	-29.11	99.59	-128.70	-129.23%
6365 · Finance Charge/Late Fee		1,401.24	-1,401.24	-100.0%
<b>Total 6350 · BANK SERVICE &amp; FINANCE FEES</b>	<b>3,358.18</b>	<b>5,240.29</b>	<b>-1,882.11</b>	<b>-35.92%</b>
<b>6400 · TRAVEL &amp; ENTERTAINMENT</b>				
6415 · Lodging		753.60	-753.60	-100.0%
<b>Total 6400 · TRAVEL &amp; ENTERTAINMENT</b>		<b>753.60</b>	<b>-753.60</b>	<b>-100.0%</b>
<b>6500 · PERMITS, LICENSES, TAXES &amp; MISC</b>				
6510 · Conferences/Education/Meetings	3.00		3.00	100.0%
6575 · Permits & Licenses		44.80	-44.80	-100.0%
6582 · Lien Expenses	66.00		66.00	100.0%
6584 · Cash over/short	-1.59	-20.00	18.41	92.05%
<b>Total 6500 · PERMITS, LICENSES, TAXES &amp; MISC</b>	<b>67.41</b>	<b>24.80</b>	<b>42.61</b>	<b>171.82%</b>
<b>6550 · SPECIAL EVENTS</b>				
6553 · Entertainment		100.00	-100.00	-100.0%

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**Port of Brookings Harbor**  
**Profit & Loss Prev Year Comparison**  
August 2017

	Aug 17	Aug 16	\$ Change	% Change
6554 · Prizes		725.06	-725.06	-100.0%
6555 · Professional Planning		800.00	-800.00	-100.0%
6557 · Supplies & Services		421.30	-421.30	-100.0%
6558 · Advertising		399.00	-399.00	-100.0%
6559 · Permits/Insurance/Fees				
<b>Total 6550 · SPECIAL EVENTS</b>		2,445.36	-2,445.36	-100.0%
6600 · BAD DEBT	109.00		109.00	100.0%
6800 · INSURANCE; PROP & CAS, BOND	8,187.35	7,396.66	790.69	10.69%
<b>6900 · PROFESSIONAL FEES</b>				
6910 · Accounting		4,900.00	-4,900.00	-100.0%
6924 · Management Consulting		6,064.79	-6,064.79	-100.0%
6925 · Consultants	1,356.00		1,356.00	100.0%
6935 · Legal	1,831.50	476.40	1,355.10	284.45%
6945 · IT Support/Services	-100.99	299.00	-399.99	-133.78%
6955 · Payroll Administration Fee	228.71	407.50	-178.79	-43.88%
<b>Total 6900 · PROFESSIONAL FEES</b>	3,315.22	12,147.69	-8,832.47	-72.71%
<b>Total Expense</b>	165,526.09	204,833.56	-39,307.47	-19.19%
<b>Net Ordinary Income</b>	80,819.29	91,706.84	-10,887.55	-11.87%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>7000 · PROPERTY TAX</b>				
7010 · Previously Levied Tax	777.62	1,094.60	-316.98	-28.96%
7020 · Current Tax Levy	678.41	640.23	38.18	5.96%
<b>Total 7000 · PROPERTY TAX</b>	1,456.03	1,734.83	-278.80	-16.07%
7100 · INTEREST INCOME		82.34	-82.34	-100.0%
<b>7200 · GRANT REVENUES</b>				
7291 · Dock Rev-L16010-Interim Receiv		144,000.00	-144,000.00	-100.0%
<b>Total 7200 · GRANT REVENUES</b>		144,000.00	-144,000.00	-100.0%
<b>7300 · FEMA REVENUE</b>				
7311 · PW 29 - Ice House Dredging		76,176.00	-76,176.00	-100.0%
<b>Total 7300 · FEMA REVENUE</b>		76,176.00	-76,176.00	-100.0%
<b>Total Other Income</b>	1,456.03	221,993.17	-220,537.14	-99.34%
<b>Other Expense</b>				
<b>8055 · CAPITAL PROJECTS/REPAIRS</b>				
8065 · Sewer Repair	1,523.91		1,523.91	100.0%
<b>Total 8055 · CAPITAL PROJECTS/REPAIRS</b>	1,523.91		1,523.91	100.0%
<b>8100 · FEMA EXPENSES</b>				
8120 · PW 29-Ice House Dredging		71,851.05	-71,851.05	-100.0%
8121 · FEMA/Boarding Dock Replacement	742.00		742.00	100.0%
<b>Total 8100 · FEMA EXPENSES</b>	742.00	71,851.05	-71,109.05	-98.97%
<b>8200 · GRANT EXPENSES</b>				
8210 · Parking Improvement Grant #1481	49.50		49.50	100.0%
8230 · Dock Repair L16010 interim loan		182,553.00	-182,553.00	-100.0%
<b>Total 8200 · GRANT EXPENSES</b>	49.50	182,553.00	-182,503.50	-99.97%

# Port of Brookings Harbor

## Profit & Loss Prev Year Comparison

August 2017

	Aug 17	Aug 16	\$ Change	% Change
<b>8400 - DEBT SERVICE FUND</b>				
<b>8430 - Paid Interest</b>				
8442 - Umpqua Bank Loan Interest		37.49	-37.49	-100.0%
8443 - 50 BFMII Travelift Interest	1,352.99		1,352.99	100.0%
<b>Total 8430 - Paid Interest</b>	<u>1,352.99</u>	<u>37.49</u>	<u>1,315.50</u>	<u>3,508.94%</u>
<b>Total 8400 - DEBT SERVICE FUND</b>	<u>1,352.99</u>	<u>37.49</u>	<u>1,315.50</u>	<u>3,508.94%</u>
<b>Total Other Expense</b>	<u>3,668.40</u>	<u>254,441.54</u>	<u>-250,773.14</u>	<u>-98.56%</u>
<b>Net Other Income</b>	<u>-2,212.37</u>	<u>-32,448.37</u>	<u>30,236.00</u>	<u>93.18%</u>
<b>Net Income</b>	<u><u>78,606.92</u></u>	<u><u>59,258.47</u></u>	<u><u>19,348.45</u></u>	<u><u>32.65%</u></u>

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Port of Brookings Harbor  
Profit & Loss Fiscal Year Budget Performance  
July through August 2017

	Jul - Aug 17	Budget	% of Budget
Ordinary Income/Expense			
Income			
4100 · MARINA/ADMINISTRATION	110,830.63	731,532.00	15.15%
4200 · COMMERCIAL RETAIL	78,024.93	559,042.00	13.96%
4400 · RV PARK	201,536.12	545,395.00	36.95%
4500 · FUEL SALES	107,878.10	564,761.00	19.1%
4600 · BOATYARD	19,581.62	222,240.00	8.81%
4900 · LAND USE EVENTS	3,290.00	12,100.00	27.19%
Total Income	521,141.40	2,635,070.00	19.78%
Gross Profit	521,141.40	2,635,070.00	19.78%
Expense			
5000 · PERSONNEL SERVICES/PAYROLL			
5010 · WAGES & SALARIES	71,300.76	452,006.00	15.77%
5040 · EMPLOYEE COSTS & BENEFITS	28,989.59	144,250.00	20.1%
5540 · MINI-MART (Cost of Goods)			
6000 · MATERIALS & SERVICES			
6001 · ADVERTISING & NOTIFICATIONS	2,571.76	6,549.00	39.27%
6100 · REPAIRS & MAINTENANCE	29,671.94	241,072.00	12.31%
6150 · FUEL purchased for resale	86,370.18	440,400.00	19.61%
6200 · UTILITIES	54,312.38	316,389.00	17.17%
6300 · OFFICE EXPENSE	4,357.22	53,806.00	8.1%
6350 · BANK SERVICE & FINANCE FEES	6,453.05	28,505.00	22.64%
6400 · TRAVEL & ENTERTAINMENT		2,340.00	
6500 · PERMITS, LICENSES, TAXES & MISC	3,221.29	20,208.00	15.94%
6585 · HARBOR RFPD SERVICE		15,000.00	
6600 · BAD DEBT	109.00	5,507.00	1.98%
6800 · INSURANCE; PROP & CAS, BOND	16,374.70	96,852.00	16.91%
6900 · PROFESSIONAL FEES	6,539.23	63,272.00	10.34%
Total Expense	310,271.10	1,886,156.00	16.45%
Net Ordinary Income	210,870.30	748,914.00	28.16%
Other Income/Expense			
Other Income			
7000 · PROPERTY TAX	2,560.35	205,000.00	1.25%
7100 · INTEREST INCOME	15.40		
7110 · DONATIONS & RESTITUTIONS	2,000.00		100.0%
7200 · GRANT REVENUES		1,880,213.00	
7300 · FEMA REVENUE		819,761.00	
Total Other Income	4,575.75	2,904,974.00	0.16%
Other Expense			
8055 · CAPITAL PROJECTS/REPAIRS	32,433.82	65,000.00	49.9%
8100 · FEMA EXPENSES	742.00	1,000,000.00	0.07%
8200 · GRANT EXPENSES	7,736.06	529,785.00	1.46%
8400 · DEBT SERVICE FUND	2,721.07	1,786,985.00	0.15%
8600 · USDA REVENUE BOND		130,120.00	



Port of Brookings Harbor  
Profit & Loss Fiscal Year Budget Performance  
July through August 2017

	Jul - Aug 17	Budget	% of Budget
8950 - RESERVE FUND		51,000.00	
Total Other Expense	43,632.95	3,562,890.00	1.23%
Net Other Income	-39,057.20	-657,916.00	5.94%
Net Income	171,813.10	90,998.00	188.81%

# Guest Forecast

For: 08/01/2017 - 08/31/2017

Date	Departures	Stayovers	Arrivals	Persons		Units	% Occ	Unit Revenue
				AM	PM			
8/1/2017	17	63	40	160/0/0/0	204/0/0/0	103	85.83	\$3,907.00
8/2/2017	29	74	35	204/0/0/0	210/0/0/0	109	90.83	\$4,567.00
8/3/2017	29	80	37	210/0/0/0	232/0/0/0	117	97.50	\$4,590.00
8/4/2017	45	72	43	232/0/0/0	226/0/0/0	115	95.83	\$4,617.00
8/5/2017	27	88	27	226/0/0/0	225/0/0/0	115	95.83	\$4,617.00
8/6/2017	58	57	34	225/0/0/0	180/0/0/0	91	75.83	\$3,612.00
8/7/2017	28	63	30	180/0/0/0	185/0/0/0	93	77.50	\$3,778.00
8/8/2017	32	61	22	185/0/0/0	166/0/0/0	83	69.17	\$3,346.00
8/9/2017	30	53	23	166/0/0/0	152/0/0/0	76	63.33	\$3,181.00
8/10/2017	23	53	33	152/0/0/0	172/0/0/0	86	71.67	\$3,442.00
8/11/2017	30	56	61	172/0/0/0	236/0/0/0	117	97.50	\$4,750.00
8/12/2017	17	100	17	236/0/0/0	239/0/0/0	117	97.50	\$4,487.00
8/13/2017	67	50	21	239/0/0/0	143/0/0/0	71	59.17	\$2,736.00
8/14/2017	35	36	31	143/0/0/0	134/0/0/0	67	55.83	\$2,857.00
8/15/2017	16	51	18	134/0/0/0	141/0/0/0	69	57.50	\$2,830.00
8/16/2017	18	51	19	141/0/0/0	141/0/0/0	70	58.33	\$2,960.00
8/17/2017	24	46	28	141/0/0/0	151/0/0/0	74	61.67	\$3,042.00
8/18/2017	26	48	39	151/0/0/0	176/0/0/0	87	72.50	\$3,667.00
8/19/2017	25	62	20	176/0/0/0	166/0/0/0	82	68.33	\$3,402.00
8/20/2017	39	43	27	166/0/0/0	138/0/0/0	70	58.33	\$2,784.00
8/21/2017	23	47	16	138/0/0/0	125/0/0/0	63	52.50	\$2,708.00
8/22/2017	12	51	9	125/0/0/0	119/0/0/0	60	50.00	\$2,569.00
8/23/2017	21	39	15	119/0/0/0	107/0/0/0	54	45.00	\$2,380.00
8/24/2017	17	37	14	107/0/0/0	104/0/0/0	51	42.50	\$2,205.00
8/25/2017	10	41	6	104/0/0/0	94/0/0/0	47	39.17	\$1,963.00
8/26/2017	8	39	2	94/0/0/0	84/0/0/0	41	34.17	\$1,423.00
8/27/2017	12	29	8	84/0/0/0	75/0/0/0	37	30.83	\$1,602.00
8/28/2017	9	28	9	75/0/0/0	74/0/0/0	37	30.83	\$1,654.00
8/29/2017	5	32	4	74/0/0/0	72/0/0/0	36	30.00	\$1,464.00
8/30/2017	7	29	7	72/0/0/0	71/0/0/0	36	30.00	\$1,573.00
8/31/2017	10	26	11	71/0/0/0	74/0/0/0	37	30.83	\$1,635.00
	749	1605	706	4702/0/0/0	4616/0/0/0	2311	62.12	\$94,348.00

Occupancy percentages based on 120 total units

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# Guest Forecast

For: 09/01/2017 - 09/30/2017

Date	Departures	Stayovers	Arrivals	Persons		Units	% Occ	Unit Revenue
				AM	PM			
9/1/2017	4	33	29	74/0/0/0	125/0/0/0	62	51.67	\$2,961.00
9/2/2017	4	58	2	125/0/0/0	121/0/0/0	60	50.00	\$2,758.00
9/3/2017	5	55	2	121/0/0/0	115/0/0/0	57	47.50	\$2,695.00
9/4/2017	37	20	8	115/0/0/0	55/0/0/0	28	23.33	\$1,258.00
9/5/2017	9	19	9	55/0/0/0	57/0/0/0	28	23.33	\$1,149.00
9/6/2017	6	22	9	57/0/0/0	64/0/0/0	31	25.83	\$1,360.00
9/7/2017	3	28	1	64/0/0/0	60/0/0/0	29	24.17	\$1,360.00
9/8/2017	6	23	6	60/0/0/0	60/0/0/0	29	24.17	\$1,304.00
9/9/2017	5	24	3	60/0/0/0	56/0/0/0	27	22.50	\$1,191.00
9/10/2017	8	19	6	56/0/0/0	51/0/0/0	25	20.83	\$1,094.00
9/11/2017	2	23	4	51/0/0/0	55/0/0/0	27	22.50	\$1,043.00
9/12/2017	7	20	2	55/0/0/0	44/0/0/0	22	18.33	\$899.00
9/13/2017	7	15	3	44/0/0/0	36/0/0/0	18	15.00	\$797.00
9/14/2017	5	13	10	36/0/0/0	47/0/0/0	23	19.17	\$1,038.00
9/15/2017	5	18	4	47/0/0/0	45/0/0/0	22	18.33	\$1,047.00
9/16/2017	6	16	7	45/0/0/0	46/0/0/0	23	19.17	\$1,103.00
9/17/2017	4	19	4	46/0/0/0	46/0/0/0	23	19.17	\$1,061.00
9/18/2017	3	20	4	46/0/0/0	48/0/0/0	24	20.00	\$1,146.00
9/19/2017	5	19	2	48/0/0/0	41/0/0/0	21	17.50	\$958.00
9/20/2017	2	19	4	41/0/0/0	45/0/0/0	23	19.17	\$1,060.00
9/21/2017	3	20	8	45/0/0/0	55/0/0/0	28	23.33	\$1,359.00
9/22/2017	2	26	1	55/0/0/0	53/0/0/0	27	22.50	\$1,104.00
9/23/2017	13	14	0	53/0/0/0	27/0/0/0	14	11.67	\$548.00
9/24/2017	9	5	4	27/0/0/0	17/0/0/0	9	7.50	\$361.00
9/25/2017	1	8	2	17/0/0/0	19/0/0/0	10	8.33	\$410.00
9/26/2017	0	10	0	19/0/0/0	19/0/0/0	10	8.33	\$463.00
9/27/2017	3	7	1	19/0/0/0	15/0/0/0	8	6.67	\$361.00
9/28/2017	0	8	4	15/0/0/0	23/0/0/0	12	10.00	\$551.00
9/29/2017	2	10	2	23/0/0/0	22/0/0/0	12	10.00	\$551.00
9/30/2017	1	11	0	22/0/0/0	20/0/0/0	11	9.17	\$396.00
	167	602	141	1541/0/0/0	1487/0/0/0	743	20.64	\$33,386.00

Occupancy percentages based on 120 total units

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# Guest Forecast

For: 10/01/2017 - 10/31/2017

Date	Departures	Stayovers	Arrivals	Persons		Units	% Occ	Unit Revenue
				AM	PM			
10/1/2017	4	7	3	20/0/0/0	18/0/0/0	10	8.33	\$398.00
10/2/2017	4	6	0	18/0/0/0	11/0/0/0	6	5.00	\$206.00
10/3/2017	2	4	1	11/0/0/0	10/0/0/0	5	4.17	\$155.00
10/4/2017	2	3	1	10/0/0/0	8/0/0/0	4	3.33	\$153.00
10/5/2017	1	3	3	8/0/0/0	12/0/0/0	6	5.00	\$257.00
10/6/2017	1	5	5	12/0/0/0	20/0/0/0	10	8.33	\$447.00
10/7/2017	0	10	0	20/0/0/0	20/0/0/0	10	8.33	\$447.00
10/8/2017	3	7	1	20/0/0/0	16/0/0/0	8	6.67	\$345.00
10/9/2017	4	4	2	16/0/0/0	12/0/0/0	6	5.00	\$257.00
10/10/2017	0	6	0	12/0/0/0	12/0/0/0	6	5.00	\$257.00
10/11/2017	1	5	0	12/0/0/0	10/0/0/0	5	4.17	\$206.00
10/12/2017	0	5	0	10/0/0/0	10/0/0/0	5	4.17	\$155.00
10/13/2017	1	4	0	10/0/0/0	8/0/0/0	4	3.33	\$155.00
10/14/2017	0	4	0	8/0/0/0	8/0/0/0	4	3.33	\$155.00
10/15/2017	0	4	0	8/0/0/0	8/0/0/0	4	3.33	\$102.00
10/16/2017	1	3	3	8/0/0/0	12/0/0/0	6	5.00	\$257.00
10/17/2017	0	6	0	12/0/0/0	12/0/0/0	6	5.00	\$257.00
10/18/2017	1	5	0	12/0/0/0	10/0/0/0	5	4.17	\$206.00
10/19/2017	1	4	0	10/0/0/0	8/0/0/0	4	3.33	\$155.00
10/20/2017	0	4	0	8/0/0/0	8/0/0/0	4	3.33	\$155.00
10/21/2017	2	2	0	8/0/0/0	4/0/0/0	2	1.67	\$53.00
10/22/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$0.00
10/23/2017	1	1	0	4/0/0/0	2/0/0/0	1	0.83	\$0.00
10/24/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
10/25/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
10/26/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
10/27/2017	0	1	1	2/0/0/0	4/0/0/0	2	1.67	\$44.00
10/28/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$44.00
10/29/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$44.00
10/30/2017	1	1	0	4/0/0/0	2/0/0/0	1	0.83	\$0.00
10/31/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
	30	114	20	283/0/0/0	265/0/0/0	134	3.60	\$4,910.00

Occupancy percentages based on 120 total units

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# Guest Forecast

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

Date	Departures	Stayovers	Arrivals	Persons		Units	% Occ	Unit Revenue
				AM	PM			
11/1/2017	0	1	1	2/0/0/0	4/0/0/0	2	1.67	\$51.00
11/2/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$51.00
11/3/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$51.00
11/4/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$51.00
11/5/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$51.00
11/6/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$51.00
11/7/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$51.00
11/8/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$51.00
11/9/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$51.00
11/10/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$51.00
11/11/2017	1	1	1	4/0/0/0	4/0/0/0	2	1.67	\$51.00
11/12/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$51.00
11/13/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$51.00
11/14/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$51.00
11/15/2017	1	1	0	4/0/0/0	2/0/0/0	1	0.83	\$0.00
11/16/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
11/17/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
11/18/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
11/19/2017	0	1	1	2/0/0/0	4/0/0/0	2	1.67	\$51.00
11/20/2017	0	2	1	4/0/0/0	6/0/0/0	3	2.50	\$104.00
11/21/2017	0	3	0	6/0/0/0	6/0/0/0	3	2.50	\$104.00
11/22/2017	1	2	0	6/0/0/0	4/0/0/0	2	1.67	\$53.00
11/23/2017	0	2	0	4/0/0/0	4/0/0/0	2	1.67	\$53.00
11/24/2017	1	1	0	4/0/0/0	2/0/0/0	1	0.83	\$0.00
11/25/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
11/26/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
11/27/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
11/28/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
11/29/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
11/30/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
	4	47	4	102/0/0/0	102/0/0/0	51	1.42	\$1,079.00

Occupancy percentages based on 120 total units

44

**TIME CARD REPORT**

Employee Name: Dehlinger, Gary

Page 7 of 16

Payroll Group: TimeTrax Payroll / Employee Group: Group 1

For The Pay Period: 07/31/2017 12:00 AM Thru 08/14/2017 12:00 AM

Printed: 13-Aug-17 03:05 PM

<u>Status</u>	<u>Actual</u>	<u>Edited</u>	<u>In/Out</u>	<u>Reg</u>	<u>Ot1</u>	<u>Ot2</u>	<u>Total</u>
	Mon Jul 31 06:56 AM	Mon Jul 31 07:00 AM	In				
	Mon Jul 31 07:14 PM	Mon Jul 31 07:15 PM	Out	12:15			12:15
	Tue Aug 01 07:02 AM	Tue Aug 01 07:00 AM	In				
	Tue Aug 01 06:30 PM	Tue Aug 01 06:30 PM	Out	11:30			11:30
	Wed Aug 02 06:21 AM	Wed Aug 02 06:15 AM	In				
Added	Wed Aug 02 04:30 PM	Wed Aug 02 04:30 PM	+ Out	10:15			10:15
	Thu Aug 03 06:37 AM	Thu Aug 03 06:30 AM	In				
	Thu Aug 03 08:46 PM	Thu Aug 03 08:45 PM	Out	6:00	8:15		14:15
Added	Fri Aug 04 06:50 AM	Fri Aug 04 06:45 AM	+ In				
	Fri Aug 04 07:39 PM	Fri Aug 04 07:45 PM	Out		13:00		13:00
	Sat Aug 05 06:28 AM	Sat Aug 05 06:30 AM	In				
	Sat Aug 05 04:02 PM	Sat Aug 05 04:00 PM	Out		9:30		9:30
	Sun Aug 06 06:52 AM	Sun Aug 06 06:45 AM	In				
	Sun Aug 06 12:52 PM	Sun Aug 06 12:45 PM	Out		6:00		6:00
	Weekly SubTotal			40:00	36:45		76:45
	Mon Aug 07 06:54 AM	Mon Aug 07 07:00 AM	In				
	Mon Aug 07 06:22 PM	Mon Aug 07 06:15 PM	Out	11:15			11:15
	Tue Aug 08 06:51 AM	Tue Aug 08 06:45 AM	In				
	Tue Aug 08 06:58 PM	Tue Aug 08 07:00 PM	Out	12:15			12:15
	Wed Aug 09 06:55 AM	Wed Aug 09 07:00 AM	In				
	Wed Aug 09 07:44 PM	Wed Aug 09 07:45 PM	Out	12:45			12:45
	Thu Aug 10 06:32 AM	Thu Aug 10 06:30 AM	In				
	Thu Aug 10 08:10 PM	Thu Aug 10 08:15 PM	Out	3:45	10:00		13:45
	Fri Aug 11 07:04 AM	Fri Aug 11 07:00 AM	In				
Rule			Missed Out				
	Weekly SubTotal			40:00	10:00		50:00
			Total	80:00	46:45	0:00	126:45

TIME CARD REPORT

Employee Name: Dehlinger, Gary

Page 3 of 7

Payroll Group: TimeTrax Payroll / Employee Group: Group 1

For The Pay Period: 08/14/2017 12:00 AM Thru 08/28/2017 12:00 AM

Printed: 28-Aug-17 07:30 AM

<u>Status</u>	<u>Actual</u>	<u>Edited</u>	<u>In/Out</u>	<u>Reg</u>	<u>Ot1</u>	<u>Ot2</u>	<u>Total</u>
	Sat Aug 19 06:49 AM	Sat Aug 19 06:45 AM	In				
	Sat Aug 19 01:13 PM	Sat Aug 19 01:15 PM	Out	6:30			
Added	Sat Aug 19 02:15 PM	Sat Aug 19 02:15 PM	+ In				
	Sat Aug 19 04:53 PM	Sat Aug 19 05:00 PM	Out	2:45			9:15
	Sun Aug 20 06:59 AM	Sun Aug 20 07:00 AM	In				
	Sun Aug 20 03:28 PM	Sun Aug 20 03:30 PM	Out	8:30			8:30
	Weekly SubTotal			17:45			17:45
	Mon Aug 21 08:36 AM	Mon Aug 21 08:30 AM	In				
	Mon Aug 21 05:36 PM	Mon Aug 21 05:30 PM	Out	9:00			9:00
	Tue Aug 22 07:11 AM	Tue Aug 22 07:15 AM	In				
	Tue Aug 22 08:54 AM	Tue Aug 22 09:00 AM	Out	1:45			
	Tue Aug 22 11:23 AM	Tue Aug 22 11:30 AM	In				
	Tue Aug 22 06:59 PM	Tue Aug 22 07:00 PM	Out	7:30			9:15
	Wed Aug 23 06:45 AM	Wed Aug 23 06:45 AM	In				
	Wed Aug 23 06:37 PM	Wed Aug 23 06:30 PM	Out	11:45			11:45
Added	Thu Aug 24 03:50 AM	Thu Aug 24 03:45 AM	+ In				
Added	Thu Aug 24 07:45 PM	Thu Aug 24 07:45 PM	+ Out	10:00	6:00		16:00
	Fri Aug 25 07:11 AM	Fri Aug 25 07:15 AM	In				
	Fri Aug 25 08:31 PM	Fri Aug 25 08:30 PM	Out		13:15		13:15
	Sat Aug 26 06:54 AM	Sat Aug 26 07:00 AM	In				
	Sat Aug 26 02:35 PM	Sat Aug 26 02:30 PM	Out		7:30		7:30
	Sun Aug 27 07:44 AM	Sun Aug 27 07:45 AM	In				
	Sun Aug 27 01:43 PM	Sun Aug 27 01:45 PM	Out		6:00		6:00
	Weekly SubTotal			40:00	32:45		72:45
			<b>Total</b>	<b>57:45</b>	<b>32:45</b>	<b>0:00</b>	<b>90:30</b>

## OLD BUSINESS AGENDA ITEM

---

**DATE:** *September 19, 2017*  
**RE:** *BC Fisheries Lease Amendment*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

---

### OVERVIEW

- BC Fisheries agreed to the Port offer of \$0.07 per square foot per month for the processing plant facility and associated ground. Over the water unloading dock at \$0.63 per square foot per month.
- Total lease rate of \$3,799.25 per month.

### DOCUMENTS

- BC Fisheries Lease Amendment, 2 pages

### RECOMMENDED MOTION

- Accept BC Fisheries Lease Amendment as presented.



## LEASE AMENDMENT – PROCESSING PLANT & DOCK

This Lease Amendment is between the Port of Brookings Harbor, hereinafter called "Landlord" and BC Fisheries, LLC, or its successors or assigns hereinafter called "Tenant". The lease amendment is to amend the Lease between the parties, dated July 1, 2015.

### RECITALS

(1) Landlord and Tenant entered into a Commercial Lease Agreement for the property formerly known as the "Eureka Fisheries Parcel", together with that additional area that was formerly the site of an over-water commercial unloading dock dated July 1, 2015 and signed by the parties on July 20 and 21, 2015.

(2) The July 1, 2015 Lease provided that Tenant would undertake substantial development and improvements on the leased premises, paid for primarily by the Tenant.

(3) The July 1, 2015 Lease further provided that when the development and improvement of the leased premises was completed a new lease rate reflecting a commercially reasonable rate comparable to like improvements would be substituted as the new lease rate for the leased property.

(4) The development and improvements to the leased premises, including construction and development of a new dock, is now substantially completed. Landlord and Tenant now desire to revise the base rental for the lease premises as provided herein.

### NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The above Recitals are true and accurate and are hereby incorporated herein by this reference.

2. Paragraph 1 a. of the July 1, 2015 Lease is hereby amended so that the lease premises as provided in this Amendment is legally described as shown in Exhibits A, B and C attached hereto and incorporated herein by this reference. This Amended Lease now provides that the leased premises includes 3,600 square feet of leased property for the unloading dock and 21,875 square feet of leased property for the processing plant facility.

Tenant Initial \_\_\_\_\_  
Date \_\_\_\_\_

POBH Initial \_\_\_\_\_  
Date \_\_\_\_\_

4. Paragraph 2 of the July 1, 2015 Lease is further amended to revise the Base Rental for the leased premises, which shall be calculated as follows:

a. The Base Rental rate for the unloading dock shall be \$0.63 per square foot per month, for a total of Two Thousand Two Hundred Sixty-Eight and 00/100 Dollars (\$2,268.00) per month.

b. The Base Rental rate for the processing plant facility and associated ground, consisting of 21,875 square feet of property, shall be \$0.07 per square foot per month, for a total of One Thousand Five Hundred Thirty-one and 25/100 Dollars (\$1,531.25) per month.

c. The total Base Rental rate for the leased premises, as described in subsection a and b, above, shall be Three Thousand Seven Hundred Ninety-nine and 25/100 Dollars (\$3,799.25) per month.

5. Except as modified herein, the Lease dated July 1, 2015 and all terms, conditions and provisions contained therein remain in full force and effect and are hereby ratified and confirmed.

Effective Date: August 1, 2017

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Amendment on the date indicated next to their signature.

Port of Brookings Harbor

BC Fisheries, LLC

By: \_\_\_\_\_  
(Angi Christian) – President

By: Mike Manning – Managing Partner

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Commissioner)

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## OLD BUSINESS AGENDA ITEM

---

**DATE:** *September 19, 2017*  
**RE:** *J Sloane Hair Studio, LLC Lease*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

---

### OVERVIEW

- J Sloane Hair Studio signed the new lease agreement.
- J Sloane Hair Studio currently having issues with obtaining proper insurance because of the Chetco Bar Fire.

### DOCUMENTS

- J Sloane Hair Studio memo to the Board of Commissioners, 3 pages

### COMMISSIONERS ACTION

- Board review and discussion.

**TO: Port Of Brookings Harbor Board Of Commissioners**

**FROM: J. Sloane Hair Studio, LLC**

**RE: Lease Of Commercial Property; See Attached Lease (2 copies);  
Insurance Issues**

**Scheduled Hearing Date: September 19, 2017**

**History:**

J. Sloane Hair Studio and has been a Tenant since March 2013.

3-16-13 to 3-15-14    \$1.21 sq. foot, \$1,009.28 mo., 1 year with 1 year option, security deposit of \$1,009.28.

4-1-14 to 3-31-15    \$1.23 sq. foot, \$1,028.46 mo., + CPI (Letter confirmation 3-21-14).

4-1-15 to 2-28-17    No lease, month to month, at \$1.23 to \$1.27 sq. foot, \$1,028.46 mo. to \$1,060 + CPI

3-1-17 to 1-31-20    1st Lease presented at \$1.316 per sq. foot, \$1,099.07 mo. + CPI. Supposed to be 3 years but term was 3-1-17 to 1-31-20, so one month short. (Presented March/April?)

2<sup>nd</sup> Lease presented at \$1.25 per sq. foot, \$1,043.75 mo. + CPI (Presented April?)

3<sup>rd</sup> Lease at \$1.07 per sq. foot, \$895.12 mo. + CPI (Presented June/July?)

Rent should have been \$1.05 starting no later than March 2017, per unanimous vote of the Board on February 14, 2017 and lease terms given to Barbara Ciaramella in **December 2016**. Please note that Ms. Ciaramella's leasehold is comparable to J. Sloan's.

Based on the square footage rent paid by J. Sloan's immediate neighbors, in the same building, since March of 2013 to date, J. Sloan has paid some \$13,000.00 more than her neighbors during the same period. In addition, J. Sloane has spent over \$1,500.00 on landscaping to improve the appearance of the exterior of the building in which she and her immediate neighbors work.

Other leases probably have the same issues as J. Sloan Hair Studio, including insurance issues. It is likely that most tenants have not had their leases reviewed by their insurance carrier. It appears possible that some folks who think they have insurance will not, should a claim be made and their insurance company cannot subrogate against the Port's carrier if the Port is at least partially responsible for the tenant's injury/claim. At the very least, litigation with the Port would likely result. It is suggested all of the Port's commercial leases be reviewed for clarity, accuracy and reasonableness, which would be in accord with the Impressions and Recommendations of Rob Mills of SDAO Consulting Services.

Please note that at least one of the BC Fisheries leases has language regarding subrogation that is in general accord with the suggested language.

## **CURRENT ISSUES:**

In attempting to obtain insurance as is required by the last Lease submitted by the Port, it was learned that such insurance cannot be obtained until such time as the Chetco Bar Fire in "contained."

However, the insurance currently carried by J. Sloane is available on a continuing basis if the attached Lease is agreed to. Such insurance protects the Port as well as J. Sloane.

It should be pointed out that the insurance currently carried by the Port *should* provide coverage for the Port for any subrogation claims by Tenants, so the Port need not be concerned about any additional "out of pocket" monies being required for such claims. The insurance *should* also provide for the payment of attorney's fees

J. Sloane believes the terms of the attached, executed Lease, are reasonable for both Parties and the community which both Parties serve, especially since we are dealing with a small business that the Port wants/needs to be successful.

Please note that a security deposit of \$1,009.28 exists, so credit should be given for the difference between that sum and \$895.12. In addition, several ceiling tiles require replacement due to staining resulting from roof leaks and the water pressure requires adjustment.

We are not here to seeking litigation or constructive eviction, we simply want a fair and reasonable lease as to all parties.

**Thank you for your time and consideration. We will be happy to answer any questions.**

## OLD BUSINESS AGENDA ITEM

---

**DATE:** *September 19, 2017*  
**RE:** *Commission Rules, Regulations, Duties and Responsibilities Policy*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

---

### OVERVIEW

- Current Board Rules approved in Resolution No. 229, dated October 18, 1993.
- Resolution No. 369 was tabled to have a workshop to address more things. Port has no records of the workshop taking place or Resolution No. 369 approval.
- April 12, 2017 Commissioner Meeting, the Board reviewed the proposed POBH Commission Rules, Regulations, Duties and Responsibilities Policy and tabled the review and approval for another meeting.

### DOCUMENTS

- Resolution No. 229 Adopting Rules of Commissioner Behavior Among Member of the Board of Commissioners, 3 pages
- Resolution No. 369 Establishing Rules of Commission and Staff Conduct, 3 pages
- March 21, 2005 Meeting Minutes regarding Resolution No. 369, 1 page
- POBH Commission Rules, Regulations, Duties and Responsibilities, 22 pages

### COMMISSIONERS ACTION

- Board review, discussion and approval to establish rules, regulations, duties and responsibilities for the commission and staff.

PORT OF BROOKINGS HARBOR  
CURRY COUNTY, OREGON

RESOLUTION NO. 229

A RESOLUTION ESTABLISHING AND ADOPTING RULES  
OF COMMISSIONER BEHAVIOR AMONG MEMBERS OF THE  
BOARD OF COMMISSIONERS

WHEREAS, the Board of Commissioners is committed to providing excellence in legislative leadership that results in the provision of the highest quality of service to its residents; and

WHEREAS, in order to assist in the government of the behavior between and among members of the Board of Commissioners; and

WHEREAS, the following rules are necessary to establish and adopt a clearly defined policy for Commissioner interaction; and

WHEREAS, the Board of Commissioners do establish the following fourteen rules:

1. We, as a Board of Commissioners, value confirming the dignity of each individual Board member. We also recognize the importance of respecting individual styles, values, and opinions. We encourage responsiveness and attentive listening in our communications.
2. We, as a Board of Commissioners, shall place the needs of the residents first.
3. We, as a Board of Commissioners, recognize that our primary responsibility is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the agency.
4. We, as a Board of Commissioners, shall commit ourselves to emphasizing the positive and avoiding double talk, hidden agendas, gossip, talking behind people's backs, and other negative forms of interaction.
5. We, as a Board of Commissioners, commit ourselves to focusing on issues and not personalities. We will encourage the presentation of other opinions. We will avoid cliques and voting blocks based on personalities rather than issues.



6. We, as a Board of Commissioners, commit to supporting Board action. The role of the Board member is not to place barriers once a decision has been made by the Board and is ready to be implemented. We acknowledge the right of individuals to disagree with ideas, without being disagreeable. Different points of view are healthy in contributing to the decision-making process.
7. We, as a Board of Commissioners, shall practice the following procedures in: 1) seeking clarification on informational items; 2) handling complaints; 3) handling items related to safety; 4) presenting items for discussion at Board meetings and in other forums; and 5) seeking clarification for policy-related concerns.
  - \* Informational Items. Board members may directly approach professional staff members to obtain information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision-making.
  - \* Handling Complaints from Residents of the District. Complaints made to members of the Board of Commissioners should be referred to the Manager and/or Board of Commissioners at the Commission meetings.
  - \* Safety. Concerns for safety or hazards should be reported to the Manager or the front desk at the administrative office. Emergency situations should be dealt with immediately by seeking appropriate assistance.
  - \* Agenda Items. Board members wishing to have items placed on the Board meeting agenda or at other Board functions should present these to the Port Manager and/or the Board Chair.
  - \* Policy-related Concerns. Policy-related questions, especially related to personnel, legal action, land acquisition and development, finances, and programming, should be directed to the Port Manager and/or to a Board member when advisable.
8. We, as a Board of Commissioners, when approached by professional staff members concerning policy within the District, shall direct inquiries to their supervisor. The Chain of Command shall be followed.

Resolution No. 229

9. We, as Board of Commissioners, recognize the work of the District as a team effort. All individuals shall work together in a collaborative process, assisting each other and the Chair in conducting the affairs of the Port.
10. We, as a Board of Commissioners, when responding to citizen requests and concerns, shall be courteous, responding to individuals in a positive manner and routing their concerns and interests through appropriate channels.
11. We, as a Board of Commissioners, are encouraged to work with the Port Manager at a convenient time for both to discuss current issues, concerns and Port projects.
12. We, as a Board of Commissioners, shall each operate as part of the whole. Issues will be brought to the attention of the Board as a whole rather than to individual members selectively.
13. We, as a Board of Commissioners, are responsible for monitoring the Port's progress in attaining its goal and objectives while pursuing its mission.
14. We, as a Board of Commissioners, shall be prepared by reviewing Port materials and will engage in a program of development directed toward improving our legislative decision-making capabilities.

NOW, THEREFORE, BE IT RESOLVED by a majority vote that the Port of Brookings Harbor Board of Commissioners do hereby confirm, adopt and ratify the fourteen Commission rules as stated.

PASSED AND ADOPTED by the Board of Commissioners this 18th day of October, 1993.

  
S. John Zia, President

ATTEST:

  
Edmund Gray, Secretary

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

**RESOLUTION NO. 369**

**A RESOLUTION ESTABLISHING AND ADOPTING RULES  
OF PORT COMMISSIONERS AND STAFF CONDUCT**

**WHEREAS**, the Board of Commissioners are committed to providing excellence in legislative leadership, interpersonal relationships, and the highest quality of service; and

**WHEREAS**, in order to assist in the government of the conduct between members of the Board and Port staff; and

**WHEREAS**, the following rules are necessary to establish a clearly defined policy for Commissioners interaction.

**NOW, THEREFORE, BE IT RESOLVED** that the Port of Brookings Harbor Board of Commissioners do hereby establish the following rules:

1. We, as the Board of Commissioners, do hereby state and formulate as a policy that routine matters concerning operational aspects of the Port will be delegated to the professional staff of the Port.
2. We, as the Board of Commissioners, are committed to supporting Board action. The role of the Board member is not to place barriers once a decision has been made by the Board and is ready to be implemented by staff. We acknowledge the right of individuals to disagree with Board action, without being disagreeable.
3. We, as the Board of Commissioners, or as an individual Commissioner under no circumstances will be derogatory, abusive, threatening or intimidating towards Port staff and other support personnel and professionals.
4. We, as the Board of Commissioners, when approached by staff, will address inquires to the Port Manager and/or Board member when advisable.

5. We, as the Board of Commissioners, understand the Port is a place of business and that under no circumstances will loud, abusive, vulgar or hostile behavior be allowed from a Board member, staff, or the general public.
6. We, as the Board of Commissioners, will commit ourselves to emphasizing the positive and will not engage in double talk, hidden agendas, gossip, talking behind people's backs, or any other negative forms of personal interaction.
7. We, as the Board of Commissioners, fully recognize the liabilities of creating a hostile work environment and will employ every effort to ensure we do not contribute to the creation of this type of work environment, either in word or deed.
8. We, as the Board of Commissioners, agree that it is inappropriate to individually direct staff activities, participate in hiring or termination and complaint investigation. We will only be the appealing authority for such actions.
9. We, as the Board of Commissioners, agree that there is no legal authority to act on their own unless the Board of Commissioners has expressly delegated the authority in writing.
10. We, as the Board of Commissioners, fully recognize that individually directing staff is inappropriate and unlawful. Staff may be directed by the Board to ignore such interference by the Board member.
11. We, as the Board of Commissioners, will not contribute or be party to rumors, innuendoes and/or accusations. We will act to protect the dignity of all individuals at all times.
12. We, as the Board of Commissioners, will approach professional staff to obtain information needed to supplement, upgrade, or enhance our knowledge to improve legislative decision-making. Under no circumstances will individual Commissioners seek inappropriate or bias based information from non-primary staff members without fully disclosing the source.
13. We, as the Board of Commissioners, recognize the work of the Port is a team effort. All individuals will work together in a collaborative process,

assisting each other in conducting the affairs of the Port.

14. We, as the Board of Commissioners, understand and acknowledge our role as public officials in the community and will employ every effort to be supportive of the Port's goals and mission statement as approved by the Board of Commissioners.

**PASSED AND ADOPTED** by the Board of Commissioners this 21<sup>st</sup> day March 2005.

\_\_\_\_\_  
S. John Zia, Chairman

ATTEST:

\_\_\_\_\_  
Kenneth L. Byrtus, Secretary/Treasurer

Comm. Fitzgerald made a motion to approve Resolution No. 368 for the Public Contract Rules, seconded by Comm. Gray. Voting yes: unanimous.

H. Adopt Resolution No. 369 Establishing Rules of Commission and Staff Conduct

The Executive Director said that Staff drafted these rules for Commission and Staff's conduct in corroboration with Comm. Fitzgerald who suggests a workshop be held to talk about them. Comm. Fitzgerald added that these are changes and the Board members had a right to investigate them. They were put in effect in 1993 and there are more things that had to be addressed. The Commissioners agreed to have a workshop. The Executive Director agreed to poll the Commissioners for a workshop and then to advertise it.

I. Adopt Resolution No. 370 Approving Public Contract Rules Administered by the Local Contract Review Board

The Executive Director stated the Board established the rules and this will establish the Board. Comm. Fitzgerald questioned the heading, suggesting that it say Port of Brookings Harbor. The Executive Director agreed to change it to Port of Brookings Harbor, Curry County, Oregon. Comm. Fitzgerald questioned notification to the public and suggested that the Port advertise in the newspaper as well as contacting the people on the e-mail list. Comm. Gray made a motion to adopt Resolution No. 370 approving the Public Contract Rules administered by the Local Contract Review Board, seconded by Comm. Fitzgerald. Voting yes: unanimous.

8. DISCUSSION ITEMS:

A. Update on Washington, DC trip (FY 06 Operation & Maintenance Dredging)

The Executive Director reviewed his memorandum on the Chetco Channel Dredging. The US Army Corps of Engineers results of their survey shows the Chetco Channel is at fifty percent of what it needs to be. This means there is a ten-foot build up of material half way across the channel.

Comm. Whaley said the Corps of Engineers expected this because of water not moving through the channel to wash it out. They expected it but not as bad as it is.

The Executive Director reported the time frame for the dredge to be here is two weeks away. He advised the Board to be aware that there were six to seven days of dredging. If the shoal is cleaned up now, we may not have days left for the dredge later, if needed. There was a reprogramming of funding from the Port

PORT  
OF  
BROOKINGS HARBOR  
COMMISSION  
  
RULES, REGULATIONS,  
DUTIES, AND  
RESPONSIBILITIES

Adopted by the  
PORT OF BROOKINGS HARBOR  
BOARD OF COMMISSIONERS

DATE  
Resolution No:

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## Introduction

The power and authority given a special service district, except as otherwise provided, shall be exercised by a board of directors. Each type of special district has its own statutes and requirements for board members. Some districts refer to board members as commissioners or directors. For the purpose of consistency throughout this material, district governing officials will be referred to as commissioners. Most districts require that commissioners either reside in the district that they represent for a specified period of time, or at least own property within the boundary of the district. The number of commissioners also varies as does the length of their terms.

District commissioners are public officials who must act in the best interests of the public and are accountable to the public through federal, state, and local laws. Governance is a heavy responsibility which must not be taken lightly. Public laws concerning district elections, public records and meetings, investment, and budgeting can be time consuming and often frustrating to understand. Commissioners can become objects of public scrutiny and criticism if affairs of their districts are not managed properly.

Acting as a commissioner can be a rewarding experience which brings a sense of pride in the knowledge that local services depend on the efficient and dependable operation of district services. Well informed commissioners should pay close attention to the needs of the population their districts serve and be aware of their many and important responsibilities.

A well formulated commission policy manual can assist commissioners in understanding their responsibilities and can also assist in orienting new commissioners.

# Port of Brookings Harbor Commission Rules & Regulations

## RULES AND REGULATIONS

1. The Port of Brookings Harbor Board of Commissioners shall operate directly under the general provisions for port districts and special districts established by the State of Oregon, and the following general operating procedures.
2. The rules and regulations are intended to provide a general understanding and a uniformity in the practices and procedures for the operation of the Port of Brookings Harbor District.
3. These rules and regulations express the judgement and will of the Port of Brookings Harbor Board of Commissioners and are binding on all members.
4. In the event that any part or parts of these rules and regulations are found to be in conflict with the law, then only such part or parts so found shall be null and void and the remainder thereof shall remain in full force and effect.

## AMENDMENT OR SUSPENSION OF RULES

1. The rules and regulations of the Port of Brookings Harbor Board of Commissioners may be amended or suspended by a majority of the Commissioners at any Commission meeting, provided that each Commissioner shall have been notified in writing of the proposed amendment or notice of the proposed suspension at least forty-eight (48) hours in advance of the meeting.
2. Where a new regulation replaces or amends an existing regulation, the Commission shall repeal the older one by direct action.
3. The Port Manager may, in case of emergency, suspend any part of these rules and regulations which may be in conflict with handling an emergency; provided, however, that the Port Manager shall report the fact of, and the reason for, such suspension at the next meeting of the Commission; and provided further that the suspension shall expire at the time of said report unless continued in effect by the Commission.
4. All previous policies not consistent with the articles of this policy document are hereby declared null and void. In any instance of conflict, this document will supersede past actions. Nothing herein is intended to override the provisions of Federal, State, or local laws, and such laws take precedence in the event of conflict.

## Board of Commissioners Rules of Conduct

The Board of Commissioners of the Port of Brookings Harbor is committed to providing excellence in legislative leadership that results in the provision of the highest quality of services to its residents. To assist in the government of the behavior between and among members of the Board of Commissioners, the following rules shall be observed:

1. We, as a Board of Commissioners, value confirming the dignity of each individual Commissioner. We also recognize the importance of respecting the style, values, and opinions of one another. We encourage responsiveness and attentive listening in our communication.
2. We, as a Board of Commissioners, shall place the needs of the residents first.
3. We, as the Board of Commissioners, recognize that our primary responsibility is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.
4. We, as a Board of Commissioners, shall commit ourselves to emphasizing the positive, avoiding double talk, hidden agendas, gossip, talking behind people's backs, and other negative forms of interaction.
5. We, as a Board of Commissioners, commit ourselves to focusing on issues and not personalities. We will encourage the presentation of others' opinions. We will avoid cliques and voting blocks based on personalities rather than issues. We will make decisions only after all available findings of fact have been presented and discussed.
6. We, as a Board of Commissioners, when responding to citizen requests and concerns, shall be courteous, responding to individuals in a positive manner and routing their concerns and interests through appropriate channels.
7. We, as a Board of Commissioners, should avoid public "minority" opinion discussions except during Commission meetings where other Commission members may have the opportunity to observe all facets of the issue.
8. We, as a Board of Commissioners, commit to supporting Commission action. The role of the Commissioner is not to place barriers once a decision has been made by the Commission and is ready to be implemented. We acknowledge the right of individuals to disagree with ideas, without being disagreeable. Different points of view are healthy in contributing to the decision-making process.
9. We, as a Board of Commissioners, shall practice the following procedures in: 1) seeking clarification on informational items; 2) handling complaints; 3) handling items related to safety; 4) presenting items for discussion at Commission meetings and in other forums; and 5) seeking clarification for policy-related concerns.
  - a. Informational Items: Commissioners may directly approach professional staff members to obtain information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision-making.

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- b. Handling Complaints from Residents of the District: Complaints made to members of the Board of Commissioners should be directly referred to the Port Manager of the District, who will channel the complaint to the proper department for solution, and shall discuss the complaint at a regular meeting only after failure of administrative remedies or solutions.
  - c. Safety: Concerns for safety or hazards should be reported to the Port Manager or to the front desk at the Port office. Emergency situations should be dealt with immediately by seeking appropriate assistance.
  - d. Agenda Items: Commissioners wishing to have items placed on the Commission meeting agenda or at other Commission functions should present these to the Port Manager and/or the Commission President.
  - e. Policy-related Concerns: Policy-related questions, especially related to personnel, legal action, land acquisition and development, finances, and programming should be directed to the Port Manager and/or to a Commissioner when advisable.
- 10. We, as a Board of Commissioners, recognize the work of the District as a team effort. All individuals shall work together in a collaborative process, assisting each other and the President, in conducting the affairs of the District.
  - 11. We, as a Board of Commissioners, shall each operate as part of the whole, issues will be brought to the attention of the Commission as a whole, rather than to individual members selectively.
  - 12. We, as a Board of Commissioners, recognize that the Port Manager has been delegated executive responsibility and authority for properly discharging the required professional duties within limits of established Commission policy and applicable laws, and are encouraged to work with the Port Manager, at our convenience, to discuss current issues, concerns and District projects.
  - 13. We, as a Board of Commissioners, are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.
  - 14. We, as a Board of Commissioners, when approached by professional staff members concerning policy within the District, shall direct inquiries to their supervisor. The chain of command should be followed.
  - 15. We, as a Board of Commissioners, shall be prepared by reviewing District materials and will engage in a program of development directed toward improving our legislative decision-making capabilities.

## Compensation & Expenses

(Provided for informational purposes)

A district commissioner may not receive over \$50 per day or a portion thereof as compensation for services performed as a member of the governing body. Such compensation shall not be deemed lucrative. The governing body may provide for reimbursement of a member for actual and reasonable traveling and other expenses necessarily incurred by a member in performing official duties. (ORS 298.190)

Public officials in Oregon are prohibited from using their office in order to obtain financial gain for themselves, their relatives, or business with which they or any member of their household is associated. Commissioners devote a great deal of energy and time to the community. They must view their position as one of service and representation, not as an avenue toward financial gain.

## Financial Disclosure

(Provided for informational purposes)

Officers of special districts are not required to file financial records with a district unless the district is a metropolitan service district. However, a district may enact a resolution requiring its officials to disclose their financial records.

## Bonding

The Port of Brookings Harbor District shall require bond or irrevocable letter of credit of any member of the commission or any officer or employee of the district who is charged with possession and control of district funds and properties. The amount of the bond shall be fixed by the commission of the district. The premium shall be paid from the district funds. The letter of credit shall be issued by a commercial bank.

Under certain conditions, the amount of the bond can affect the frequency of a financial audit as required by the State of Oregon.

## Commissioner Liabilities

(Provided for informational purposes)

Governments are no longer governed by the principal of sovereign immunity, which in the past protected them from liability. This size of claims against governing bodies in the State of Oregon is limited by the Oregon Tort Claims Act. The act sets a limit of \$500,000 for each claim filed against a governing body. To protect themselves from liability, the Port of Brookings Harbor District provides Errors and Omissions Liability coverage.

District boards and their members can be held liable if a claim filed against the district meets any of the four following tests:

1. Violation of Duties: The violation must be clearly outside the scope of the districts' duties and responsibilities.
2. Cause and Effect: The Commission or the decisions of its members must be the cause of the injury. If the decision was not the substantial reason behind the injury, then the Commission cannot be held liable.
3. Breach of Duty: The District Commission must use reasonable care to prevent an injury if the potential for an injury is foreseeable. For example, liability can be found if an unsafe work area, that the Commission was informed of and failed to take any action against, was the cause of an accident. The court will follow the Prudent Person Rule when deciding if the District liable: "Would a reasonable person have known that if they failed to do something, an injury would occur?"
4. Injury of Damage: There must be injury or damage caused to the plaintiff in order for the District to be held liable for a tort. Potential injury or damage is not a substantial enough reason to sue the District.

## Discretionary Immunity

(Provided for informational purposes)

Source: *Special Districts Legal Counsel*  
*Bollinger, Hampton & Tarlow*  
*Risk Management Review, January 1991*

Under Oregon law, public bodies and their officers, employees and agents are immune from liability for "any claim based upon the performance of or the failure to exercise or perform a discretionary function or duty, whether or not the discretion is abused". (ORS 30.265)

A discretionary (immune) act is an act in which a policy decision is made, while a ministerial (non-immune) act is an act which implements a policy decision which has already been made. In the real world, the distinction is often vague.

Not every exercise of judgement constitutes an exercise of "discretion". In deciding whether an act was the result of a delegation of responsibility for policy choices to a certain level of operations (discretionary), as distinguished from routine decisions which every employee must make in every action he or she takes (ministerial). For example, if an officer or committee had to decide whether to take one action versus another because of financial constraints, a discretionary action is usually present because a policy decision regarding financial priorities will have been made.

Similarly, the decision to choose one plan of a roadway over another plan is probably a discretionary act; most acts done in routine maintenance of a road would be ministerial.

Establishing that an act was discretionary allows a court to dismiss an action against the public body before trial. It is, therefore, well worth some planning to create a record which will help to prove the discretionary nature of acts of your district.

First, all decisions which actually are policy decisions should be made by the person or committee which has the duty and/or right to make such decisions. Do not allow policy to be made at an inappropriate level. Second, all decisions made should be documented and a synopsis of the discussions regarding the decision should be kept. Carefully written minutes of a meeting may be sufficient to accomplish this documentation.

If a claim is filed against your district, be aware of the discretionary immunity defense and provide a documentation of related decisions and actions to your attorney as soon as possible.

## Conflicts of Interest

(Provided for informational purposes)

A conflict of interest can arise anytime a public official takes any action or makes any decision or recommendation, which can be perceived as giving benefit or detriment to the official or the official's relative, or a business with which the official or the official's relative is associated, unless the benefit is a result of the following:

1. The commissioner is required to be a member of a certain business, organization, or occupation required as a prerequisite to holding the office or position on the commission.
2. The commissioner is part of a class which consists of all inhabitants of the state or a smaller class which is composed of large industry, occupational or other group, including one of which or in which the Commissioner, or the Commissioner's relative or business with the Commissioner or the Commissioner's relative is associated, is a member or is engaged. The Commission may, by rule, limit the minimum size of or otherwise establish criteria for or identify the smaller classes that qualify under this exception.

If a conflict of interest does arise, the official **must** announce publicly the nature of the potential conflict of interest before taking any action thereon in the capacity of a public official. (ORS 244.120). Announcements regarding the conflict of interest must be made each time that it arises. If the issue is disclosed at several different commission meetings, then the conflict of interest must be disclosed each time.

**Simply declining to vote on a matter where a potential conflict of interest arises is not adequate. The conflict must be publicly declared and announced. The decision of whether or not to participate in the discussion of the matter resides with the commission. Failure to announce a conflict of interest is against the law and can result in civil penalties.**

The Oregon Ethics laws define "relative" to mean the spouse of the public official, any children of the public official or the public official's spouse, and brothers, sisters, or parents of the public official or the public official's spouse.

The Oregon Ethics laws also defines "business with which the person is associated" to mean any business of which the person or the person's relative is a director, officer, owner, or employee, or agent or any corporation in which the person or the person's relative owns or has owned stock worth \$1,000 or more at any point in the preceding calendar year.



## Code of Ethics

(Provided for informational purposes)

All public officials in Oregon should be aware of and follow the State of Oregon's Code of Ethics: (ORS 244.040)

The following actions are prohibited regardless of whether potential conflicts of interest are announced or disclosed pursuant to ORS 244.120:

1. No public official shall attempt to use or use official position or office to obtain financial gain for the public official, other than official salary, payments or reimbursement of expenses, or any relative of the public official, or for any business with which the public official or a relative of the public official is associated.
2. No public official or candidate for the office or a relative of the public official or candidate shall solicit or receive, whether directly or indirectly, during any calendar year, any gift or gifts with an aggregate value in excess of \$100 from any single source who could reasonably be known to have a legislative or administrative interest in any governmental agency in which the official has or the candidate if elected would have any official position or over which the official exercises or the candidate if elected would exercise any authority.
3. No public official shall solicit or receive, either directly or indirectly, and no person shall offer or give to any public official any pledge or promise of future employment, based on any understanding that such public official's vote, official action or judgement would be influenced thereby.
4. No public official shall attempt to further or further the personal gain of the public official through the use of confidential information gained in the course of or by reason of the official position or activities of the public official in any way.
5. No person shall offer during any calendar year any gifts with an aggregate value in excess of \$100 to any public official or candidate therefor or a relative of the public official or candidate if the person has a legislative or administrative interest in a governmental agency in which the official has or the candidate if elected would have any official position or over which the official exercises or the candidate if elected would exercise any authority.
6. No person shall attempt to represent or represent a client for a fee before the governing body of a district of which the person is a member. This does not apply to the person's employer, business partner or other associates.

## Harassment

The Port of Brookings Harbor District strongly disapproves of, and does not tolerate, harassment of any kind. Commissioners, as well as employees, must avoid offensive and inappropriate behavior and are also responsible for assuring that the workplace of the Port of Brookings Harbor District is free from harassment at all times.

1. It is the policy of the Port that harassment on the basis of an employee's race, creed, color, national origin, age, sex, marital status, religious affiliation, or the presence of a physical, sensory, or mental disability, will not be permitted. Prohibited harassment includes comments, slurs, jokes, innuendos, cartoons, pranks, physical harassment, or any similar activities which are derogatory on the basis of the employee's protected class membership of which are promoted by the employee's protected class membership. Harassment also includes any negative actions toward an employee based upon that employee's participation in activities identified with, or promoting the interests or a protected group. Sexual harassment, whether on- or off-duty includes unwelcome sexual advances, unwelcome requests for sexual favors, and other unwelcome verbal or physical conduct of a sexual nature. In addition, all such sexual conduct, whether welcome or not, is absolutely prohibited while an employee or volunteer is on duty. No personnel decisions shall be based upon an employee's response to such harassment. The Port regards duty-related harassment as a serious transgression and reason for discipline or discharge.
2. Employees have the right to be free from such harassment, either from co-workers, supervisors or commissioners while on or off the job. Harassment is prohibited by state and federal anti-discrimination laws where:
  - a. Submission to such conduct is either explicitly or implicitly a term or condition of employment or volunteer status;
  - b. Submission to or rejection of such conduct by an individual is used as the basis for decisions relating to the individual's employment or volunteer status, or
  - c. Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

### REPORTING HARASSMENT

1. Should an issue of harassment be raised, all related matters will be kept confidential to the extent possible throughout the investigation, counseling and disciplinary stages. Any employee receiving notice of harassment shall notify the Port Manager, in writing, who will then direct an investigation and insure that the charge is resolved appropriately.
2. Any employee who feels harassed under this policy or is aware of the harassment of another employee is urged to report this to an immediate supervisor, or the Port Manager. The report may be formal or informal. A formal report shall include a written statement. If the individual believes he or she is being harassed by the Port Manager, is uncomfortable in discussing the matter with the Port Manager, or if the Port Manager is unavailable, the person involved shall notify the President of the Port Commission. No complainant shall be retaliated against in any way for complaining of harassment.

## INVESTIGATION OF COMPLAINTS

1. When the Port Manager or President of the Port Commission is notified of alleged harassment, he or she will notify Port's legal counsel and will promptly investigate the complaint. The first pre-investigation step shall be to inquire of all persons reporting as to whether the record now includes all allegations of harassment. The investigation will include interviews with the directly-involved parties, and where necessary, any other parties who may have observed the alleged harassment or who may be similarly situated with the complaining party (such as co-workers who may be able to testify to their experience with the person who is accused of the harassment).
2. The investigator shall cause the person accused of harassment to be advised of the allegations, and afford him or her an opportunity to reply to the allegations orally or in writing. The accused person shall also be advised that any retaliatory conduct by him or her shall be subject to disciplinary action regardless of the truthfulness of the allegations of harassment. The results of the investigation shall be reduced to writing. A finding shall be made that there is or is not reasonable cause for disciplinary action. Nothing in this section shall limit the authority of the Port to modify its policies or practices to correct any appearance of sexual harassment without finding reasonable cause for disciplinary action or taking any disciplinary action. The report will also include any recommendations to remedy any harm which was suffered if the evidence shows that the person alleged to have been affected by sexual harassment was injured or harmed.
3. A report which finds reasonable cause for disciplinary action will be maintained in the personnel file of any employee subject to discipline. The employee may place in the employee's personnel file a statement of rebuttal or correction. For the purpose of this section, a former employee may also present such statement.
4. Where a complaint cannot be substantiated, a general warning shall be made to all employees and volunteers regarding the possible ramifications of a substantiated harassment complaint and all employees and volunteers will be asked to review the sexual harassment policy.

## Port of Brookings Harbor Commission Duties

### DUTIES OF THE DISTRICT COMMISSION

Recognizing the legal definition of its duties, the Board of Commissioners, in providing adequate and suitable maritime and marine-related services for the citizens of the Port of Brookings Harbor District shall consider its major responsibilities to be:

1. To select and employ a professionally trained and experienced Port Manager to administer the District.
2. To interpret the needs and desires of the constituents of the Port of Brookings Harbor.
3. To provide for the preparation and subsequent adoption of an annual budget.
4. To approve preliminary and final project plans and specifications, as well as acquisition and disposal of Port property,
5. To provide District facilities, equipment and supplies for implementing the District's programs, operations and maintenance.
6. To formulate and approve Ordinances and Resolutions for the Port.
7. To determine questions of policy.
8. To consider and act upon recommendations of the Port Manager in all matters of policy, salary schedules or other personnel matters of significance.
9. To require reports by the Port Manager concerning the conditions, efficiency and needs of the Port of Brookings Harbor District.
10. To inform the public concerning the progress and needs of the District and to solicit and consider public opinion as it effects the programs and services provided by the District.
11. To implement all actions required by law.

### ORGANIZATION OF THE DISTRICT COMMISSION

1. The Commission shall consist of five members elected from within the Port District as provided for in ORS-777.135.
2. At the first Commission meeting in July of each year, there shall be elected a President, Vice President, Secretary and Treasurer. Each officer so elected shall take office immediately and shall serve until the first Commission meeting of the following year, or until his/her successor is elected and qualified to serve.

It is acceptable for any person to fill the same office for consecutive years.

3. If the President should resign or for any reason be unable to fulfill his/her obligation during his/her term of office, the Vice President shall automatically fill the position of President. In the event any other office becomes vacant, the position found vacant shall be filled at the next regular meeting of the Board of Commissioners by nomination and vote of the remaining Commissioners. The member so elected shall hold that term of office only until July 1.
4. The duties of the President shall be to preside at all meetings/work sessions of the Commission, to all documents which require a formal signature of the Commission, to create standing and special committees, and to appoint Commissioners to those standing and special committees. Commission concurrence will be requested on the creation of committees and the appointment to those committees. The President shall have a vote on all issues before the Commission and shall be called upon for the final individual vote on roll-call votes.
5. The Vice President shall preside in the absence of the President and shall perform such other duties as may be assigned by the President. In the absence of the President and Vice President, the Secretary and Treasurer shall perform the duties of the President.
6. A recording secretary who shall not be a member of the Board of Commissioners shall be hired to take the minutes of all Commission meetings and all informal minutes when requested by the President to do so.

## MEETINGS OF THE DISTRICT COMMISSION

1. The Commission shall establish a yearly calendar of regular monthly meeting dates and times at the first meeting of each new fiscal year. Regular meeting dates may be changed upon the majority vote of the Commission. Commission members shall attend all meetings faithfully except in cases of illness or when the absence has been approved by the President prior to such meeting(s).
2. Special meetings may be called by the President at any time or by any three members of the Commission. Notice thereof shall be given to every member not less than two (2) days in advance, if possible, unless such notice be waived by the members. No business shall be transacted at any special meeting which does not come within the purpose or purposes set forth in the call for the meeting, unless all the members of the Commission are present and agree to the consideration of the additional items.
3. All meetings of the Commission shall be subject to the State of Oregon Public Meetings statutes. (ORS 192.620).
4. A quorum shall consist of a majority of the Commission. If the scheduled meeting time arrives and a recognized quorum is not assembled, the meeting may be officially cancelled after a fifteen (15) minute waiting period.
5. At an appropriate time during each public meeting, the members of the general public in attendance at the meeting shall be offered an opportunity for comment, or to bring issues before the Commission that may otherwise not have been included on the agenda. (Limited to three minutes per individual unless arrangements are made with the Commission President in advance).

Additionally, Commissioners may present topics or issues to the Commission that may not have been included on the agenda during that portion of the meeting set aside for New Business. In either instance, official action will be initiated only upon unanimous vote of the Commission to place the issue on the agenda for action at that time.

6. The order of business at a regular meeting of the Commission shall be:

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Approval of Agenda
4. Approval of Minutes
5. Financial Review & Manager Report
6. Agenda Related Public Comments
7. Old Business
8. New Business
9. Public Comments
10. Commissioners Report
11. Adjournment

7. Listed below is the procedure which allows for any orderly discussion of each issue:

- a. Staff report and recommendation
- b. Motion and second (if appropriate)
- c. Comments or questions of individual commissioners
- d. Public comment in support (if appropriate)
- e. Public comment in opposition (if appropriate)
- f. Additional comments of individual commissioners
- g. Action

## **MINUTES OF MEETINGS**

1. The official minutes of the Commission meetings, signed by the President and Secretary, shall be kept in accordance with the provisions of ORS 192.650 and shall be made available to citizens desiring to examine them, subject to the State of Oregon Public Records statutes and Administrative Policy.
2. Copies of the minutes shall be prepared as soon as practical after each meeting and shall be distributed to all Commissioners.

## **COMMITTEES**

1. Special committees may be created by the President, with concurrence by the Commission. Committee members will be appointed by the President, with concurrence by the Commission. Whenever desirable, the Commission will function as a committee of the whole. Other committee members may be selected from the public when deemed desirable. The President will set time lines for each committee.

2. The functions of a committee shall be those designated by title. It shall be the responsibility of a committee to study topics referred to it and to make recommendations to the Commission for final action.
3. Special committees (ad hoc) may be created by the Commission for special assignments. When so created, such committees shall be appointed by the President and shall terminate upon completion of their assignments, or they may be terminated by a majority vote of the Commission attending any regularly scheduled meeting.
4. The Port Manager shall be eligible to attend any meetings of any standing or special committee except when his/her employment is under consideration.
5. Standing committees may be created by the President, with concurrence by the Commission. Committee members will be appointed by the President, with concurrence by the Commission.
6. All special and standing committee meetings will be subject to the State of Oregon Public Meetings and Public Records statutes.

## **AUTHORITY OF MEMBERS**

1. The Commission shall not be bound in any way by any statements or action on the part of any individual Commissioner or employee, except when such statement or action is predicated on previous action taken or policy adopted by the Commission.
2. All business must be conducted at legal meetings. If a proposition or complaint comes to a Commissioner, he/she should be courteous, but should not commit the Commission. Routine matters should be referred to the Port Manager. Matters of policy should come before the Commission.
3. All District business brought to the attention of an individual Commission shall be handled in the following manner:
  - Be courteous to the constituent and determine whether the stated business shall be referred to the Port Manager or to the Commission.
  - Direct the constituent to either call the Port Manager or to appear at the next Commission meeting and discuss the matter with the entire Commission.
  - No District business decision is ever made by an individual Commissioner outside the official Commission meeting.

## **TRAINING, EDUCATION, AND CONFERENCES**

1. It is the policy of the Port of Brookings Harbor to encourage Commission development and excellence of performance by reimbursing expenses incurred for tuition, travel, and lodging as a result of training, educational courses, participation with professional organizations, and attendance at state, regional, and national conferences associated with the interests of the District.

2. The Administrative Assistant is responsible for registration and lodging arrangements for Commissioners attending state, regional, and national conferences. Commissioners will make their own travel arrangements. Expense reporting forms will be forwarded to each Commissioner attending a conference.
3. When a Commissioner requests to attend a training or educational course, and that request is approved by the Board of Commissioners, the Administrative Assistant is responsible for the registration of the Commissioner.
4. Upon returning from conferences, seminars, workshops, etc., each Commissioner will either prepare a report or make a verbal report during the next Commission meeting detailing what was learned at the session(s) that will be of benefit to the District. Materials may be turned in to the Administrative Assistant to be included in the library at the Administrative office so that other Commissioners and staff may have access to them.
5. Commissioners are responsible for paying their own tuition for an educational course when requests are approved by the Board of Commissioners. Upon completion, of that course, the Commissioner will submit a request for reimbursement to the Administrative Assistant. The Administrative Assistant will fill out an authorization for payment, obtain the Port Manager's signature, and route the authorization to date services for processing. Copies of the authorization for payment will be forwarded to the Board of Commissioners.

## **LEGAL COUNSEL**

1. An attorney shall be selected by the Commission. The Port Manager and the President of the Commission may request any legal advice that may be needed in handling or in dealing with matters pertaining to the welfare of the Port of Brookings Harbor District. Individual Commissioners should direct requests through the Port Manager and/or the President. The adequacy and cost/benefit of Port Legal Counsel shall be reviewed every three years or less if circumstances so dictate.

## **AUDITOR**

1. An auditor shall be selected and appointed by the Commission and retained on a yearly retainer fee. The auditor must be a Certified Public Accountant and a member of the State Board of Accountancy roster authorized to conduct municipal audits. The Port Manager and the President of the Commission may request advice on any financial matters pertaining to the financial welfare of the Port of Brookings Harbor District. Individual Commissioners should direct requests through the Port Manager and/or the President. The adequacy and cost/benefit of the Port Auditor shall be reviewed every three years or less if circumstances so dictate.

## **INSURANCE AGENT(S) OF RECORD**

1. An Insurance Agent(s) of Record shall be selected and appointed by the Commission. The Port Manager and the President of the Commission may request advice that may be needed in handling or in dealing with insurance matters pertaining to the welfare of the Port of Brookings Harbor District. Individual Commissioners should direct requests through the Port Manager and/or the President. Request for proposals for Insurance Agent of Record shall be solicited every three years.



## **BANKING SERVICES**

1. Request for Proposals for Banking Services shall be solicited every three years. The Port Manager and the President of the Commission may request advice that may be needed for decisions regarding the finances of the Port of Brookings Harbor District. Individual Commissioners should direct requests through the Port Manager and/or the President.

# Port of Brookings Harbor Commission Responsibilities

## 1. Communications

- a. Develop regular channels of communication with commissioners and the staff.
- b. Schedule regular meetings between the commission President and the Port Manager, the commission President and other commissioners.
- c. Encourage participation of staff members on appropriate committees.
- d. Develop procedures for bringing staff opinions and recommendations to the commission, as well as commission opinions and decisions to the staff.
- e. Invite clients, other local governments, and groups to commission or committee meetings or other types of commission sponsored assemblies to explore and develop approaches to common concerns.
- f. Recognize that information obtained at commission meetings may be non-public and confidential, making disclosure a breach of trust.
- g. Make use of educational sessions, workshops and seminars to further understanding of issues.
- h. Respect the opinion of other members and accept the principle of majority rule in commission decisions.

## 2. Financial

- a. Approve the annual budget.
- b. Monitor district finances and the budget, settling policy or taking action to ensure the fiscal integrity of the organization.

## 3. Policies, Objectives, and Plans

- a. Approve the annual strategic plan or plan of operations.
- b. Approve policies for the organization.
- c. A commissioner's basic function is policy making not administrative.
- d. Develop and approve long-range plan of growth and development for the organization.
- e. Approve specific important projects.
- f. Approve any significant departure from established plans or policy.
- g. Receive and pass on committee or other planning body recommendations.
- h. Ensure that program objectives are assigned to the proper planning or implementing subgroups.
- i. Where applicable, bring other local governments or community groups into the planning and decision-making process.
- j. Approve contracts binding the organization.
- k. Approve major changes in the district's organization or structure.
- l. Approve commission plans of action.
- m. Pass district resolutions.

## 4. Management

- a. Select the district President and other officers.
- b. Hire the Port Manager.
- c. Define the duties and responsibilities for the President, Port Manager, officers, and major committee chairpersons.

- d. Select legal counsel and consultants for the commission.
- e. Authorize officers or commission agents to enter into contracts or to sign other written instruments and to take financial actions.
- f. Approve the plan, form and amount of management compensation, that is, salaries, bonuses, vacation, travel, and so on.
- g. Evaluate the performance of the Port Manager.
- h. Approve the form and amount of reimbursement for commissioners.
- i. Approve programs for management development.
- j. Provide advice and consultation to management on matters within the purview of the commissioner's responsibilities.
- k. Recognize that the Port Manager should have full administrative authority for properly discharging the duties of managing the operation within the limits of the established commission policy.
- l. Give the Port Manager the respect and consideration due dedicated people in their community service role.

5. Employee Relations

- a. Approve any employee benefit plans.
- b. Insist that personnel complaints go through a proper chain of command. If not resolved, only then should the commission get involved.
- c. Approve contracts with and between any unions involved with the organization.
- d. Do not allow personnel problems other than problems with the Port Manager to be brought into commission considerations.

6. Control

- a. Identify types of information needed by the commission to analyze effectively the district's directions and achievement. Create a process for collecting and analyzing information.
- b. Participate in regular physical visits to district assets.
- c. Realize that the citizens within the boundaries of the district are the true "owners" of the district.
- d. Review and assess the organization's performance against objectives, resources, plans, policies, and services rendered,
- e. Analyze major "shortfalls" in achievement.
- f. Identify obstacles, sense changing needs, propose new directions or goals.
- g. Insure that the district is in compliance with all federal, state, and local laws.

7. Board of Commissioners

- a. Motivate commissioners to accept positions of leadership and responsibility.
- b. Appoint, change; or abolish committees of the commission.
- c. Appoint, compensate outside auditors and legal counsel.
- d. Approve contracts for professional services required by and for the commission.
- e. Do not make commitments on any matter that should come before the commission as a whole.
- f. Recognize that an individual commissioner has no legal status to act for the entire commission.
- g. Realize that if a quorum of the commission meets, then the meeting is considered a public meeting and must comply with all the requirements of the Oregon Public Meetings Laws.
- h. Discussions on matters of overall policy outside of regular commission meetings can violate the open meetings law.

8. Public Accountability

- a. Encourage members of the public to attend open meetings.
- b. Establish a place on meeting agendas for comments and presentations by members of the public.
- c. Keep the public informed on all district matters.
- d. Make decisions based on the wishes and needs of the public.
- e. Spend the district's money with prudence and trust.
- f. Place the needs of the public above the ambitions of the commission or the district.

## OLD BUSINESS AGENDA ITEM

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**DATE:** *September 19, 2017*  
**RE:** *44' Coast Guard Motor Lifeboat #44385 – Update*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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### BACKGROUND

- Board requested Port Manager to inquire with Coast Guard and Coast Guard Auxiliary for maintaining the 44' Coast Guard Motor Lifeboat as a monument, ask SDAO for any insurance issues and locate a possible monument site on Port property.
- Coast Guard is not interested in maintaining the vessel.
- Coast Guard Auxiliary will inform the Port after their next regular scheduled meeting.
- SDAO suggested the Port to contact CAL/OR Insurance to check on monument coverage. Waiting on CAL/OR to respond officially, but it appears there is no issue having a vessel monument displayed on port grounds. There might be strict guidelines about securing and keeping the public off the vessel.
- Port has received two interested maritime museums. One in Oregon and another in Washington for alternative options for the vessel.

### DOCUMENTS

- None

### COMMISSION ACTION OR RECOMMENDATION

- None at this time.

## OLD BUSINESS AGENDA ITEM

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**DATE:** *September 19, 2017*  
**RE:** *Harbor Sanitary District Joint Commissioner Meeting*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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### OVERVIEW

- Harbor Sanitary District Commission will decide in their meeting on September 12, 2017 on Port Commission request for a full commissioner meeting of both districts.

### DOCUMENTS

- None

### COMMISSIONERS ACTION

- If Harbor Sanitary District Commission approves Port's request, dates for possible meeting will need to be decided.

# OLD BUSINESS AGENDA ITEM

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**DATE:** *September 19, 2017*  
**RE:** *New Equipment Purchase – Telehandler (Reach Forklift)*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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## OVERVIEW

- Eq# 4603 P&H Crane was purchased “used” in February 2015.
- Model R-150, Rough Terrain Crane manufactured between 1971 to 1978. Papa Machinery estimates the age at 46 years.
- Estimated repairs could reach \$50,000.
- Eq#4603 P&H Crane is “red tagged” until further notice.
- The crane has one typical role at the Port, to assist the commercial fishing industry and sometimes assist vessels in the Boat Yard for various activities.
- Past 5 years the Port has made \$72,769 from all crane, forklift and backhoe type of work. After subtracting average labor cost, the equipment on average made \$767.48 per month.
- Received preliminary quotes from United Rentals and CAT for the type of machine that would be most useful for Port operations.
- Genie Model GTH-1256 Reach Forklift came in at \$141,624. Any equipment purchases of \$150,000 or greater, must follow the formal bidding requirements.
- Financially, the port can put \$41,624 down payment and then finance the remaining \$100,000 with 84 months at approximately \$1,400 per month.
- New Reach Forklift is estimated at 6 to 8-week delivery timeframe. Could get worse depending on East coast storms.
- Currently, the port is renting a telehandler machine to try out the possibility of using it for crane work and many other activities. So far, all crane jobs went very well removing nets, doors and other equipment from vessels off the steel wall.
- Rental equipment arrived August 10 at \$4,700 per month.

## DOCUMENTS

- QuickBooks account for crane, forklift and backhoe type of work since 2012, 13 pages
- Preliminary quotes from United Rental and CAT, 8 pages
- Preliminary lease term options, 7 pages

## COMMISSIONERS ACTION

- Board review, discussion and approval to proceed with purchase of new Reach Forklift and inquire for IFA approval.

Port of Brookings Harbor  
Transaction Detail By Account  
January 1, 2012 through September 2, 2017

Date	Name	Memo	Credit	Operator
01/01/2012	Harbor View Enterprises	Grove Crane 12/23	96.00	30.00
01/04/2012	Harbor View Enterprises	Grove Crane	227.25	60.00
01/04/2012	Pettinger, Dave	Grove Crane	202.00	60.00
01/05/2012	Bandon Pacific	Grove Crane	202.00	60.00
01/10/2012	Clines, Cheryl	Grove Crane	288.00	60.00
01/10/2012	Pettinger, Dave	Grove Crane F/V Noah's Ark	202.00	60.00
01/31/2012	Pettinger, Dave	Grove Crane	202.00	60.00
01/31/2012	Harbor View Enterprises	Grove Crane	202.00	60.00
02/24/2012	Bandon Pacific	Grove Crane 2/24/12	252.50	60.00
02/24/2012	Pettinger, Dave	Grove Crane 2/24/12	202.00	60.00
02/29/2012	Jones, Damon	Fork Lift hourly	106.00	30.00
02/29/2012	Harbor View Enterprises	Grove Crane hourly	204.00	60.00
02/29/2012	Bandon Pacific	Grove Crane hourly	204.00	60.00
03/01/2012	Bandon Pacific	Grove Crane	101.00	30.00
03/02/2012	Pettinger, Dave	Grove Crane	101.00	30.00
03/02/2012	Bandon Pacific	Grove Crane	101.00	30.00
03/02/2012	Harbor View Enterprises	Grove Crane	151.50	30.00
03/06/2012	Clines, Cheryl	Grove Crane	101.00	30.00
03/23/2012	Fraser, John	Grove Crane	101.00	30.00
03/23/2012	Bandon Pacific	Grove Crane	101.00	30.00
03/27/2012	Jo Marie LLC	Grove Crane	202.00	60.00
03/28/2012	Scott, Pat	Grove Crane 3/9/12	101.00	30.00
03/30/2012	Clines, Cheryl	Grove Crane	101.00	30.00
04/02/2012	Gates, Rachel	Grove Crane	101.00	30.00
04/02/2012	Jo Marie LLC	Grove Crane	277.75	60.00
04/02/2012	Bandon Pacific	Grove Crane	101.00	30.00
04/03/2012	Pettinger, Dave	Grove Crane	101.00	30.00
04/03/2012	Bandon Pacific	Grove Crane	151.50	30.00
04/12/2012	Pettinger, Dave	Grove Crane	101.00	30.00
04/16/2012	Hooper, Eric	Grove Crane	227.25	60.00
04/18/2012	Pettinger, Dave	Grove Crane	176.75	30.00
04/18/2012	Pettinger, Dave	Grove Crane	101.00	30.00
04/19/2012	Evanow, David	Grove Crane Darin Alan	101.00	30.00
04/20/2012	Clines, Cheryl	Grove Crane #860189	101.00	30.00
04/20/2012	TNT Seafood/Tom Harris	Grove Crane #860190	101.00	30.00
04/25/2012	Bandon Pacific	Grove Crane	202.00	60.00
04/26/2012	Vandecoevering, David	Grove Crane	101.00	30.00
04/26/2012	Hunters Offshore Enterprises, Inc	Grove Crane F/V Warrior II	101.00	30.00
05/01/2012	Clines, Cheryl	Grove Crane 2 masts- charge 1	101.00	30.00
05/10/2012	Pettinger, Dave	Grove Crane	101.00	30.00
05/11/2012	Baker, Brent & Debra	Boom Truck	96.00	30.00
05/16/2012	Pettinger, Dave	Grove Crane	151.50	30.00
06/01/2012	Bandon Pacific	Grove Crane	101.00	30.00
06/05/2012	Harbor View Enterprises	Grove Crane	101.00	30.00
06/06/2012	Gates, Rachel	Grove Crane	101.00	30.00



Port of Brookings Harbor  
Transaction Detail By Account  
January 1, 2012 through September 2, 2017

Date	Name	Memo	Credit	Operator
06/07/2012	Harbor View Enterprises	Grove Crane	101.00	30.00
06/07/2012	Bandon Pacific	Grove Crane	101.00	30.00
06/13/2012	Pettinger, Dave	Grove Crane	101.00	30.00
06/20/2012	Pettinger, Dave	Grove Crane	101.00	30.00
06/21/2012	Bandon Pacific	Grove Crane	101.00	30.00
06/25/2012	Pettinger, Dave	Grove Crane	101.00	30.00
06/29/2012	Bandon Pacific	Grove Crane	101.00	30.00
06/29/2012	Pettinger, Dave	Grove Crane	101.00	30.00
07/10/2012	Pettinger, Dave	Grove Crane	101.00	30.00
07/10/2012	Bandon Pacific	Grove Crane	101.00	30.00
07/16/2012	Bandon Pacific	Grove Crane	101.00	30.00
07/16/2012	Harbor View Enterprises	Grove Crane	101.00	30.00
07/18/2012	Pettinger, Dave	Grove Crane	101.00	30.00
07/19/2012	Bandon Pacific	Grove Crane	101.00	30.00
07/23/2012	Bandon Pacific	Grove Crane	101.00	30.00
07/23/2012	Harbor View Enterprises	Grove Crane	101.00	30.00
07/25/2012	Dynamik Fisheries	Grove Crane	101.00	30.00
07/25/2012	Pettinger, Dave	Grove Crane	101.00	30.00
07/30/2012	Harbor View Enterprises	Grove Crane	101.00	30.00
07/31/2012	Lindley Fisheries	Grove Crane	101.00	30.00
08/01/2012	F/V Annie Marie	Fork Lift	53.00	30.00
08/02/2012	Lindley Fisheries	Grove Crane	101.00	30.00
08/02/2012	Pettinger, Dave	Grove Crane	101.00	30.00
08/07/2012	Bandon Pacific	Grove Crane	101.00	30.00
08/08/2012	Harbor View Enterprises	Grove Crane	202.00	60.00
08/09/2012	Pettinger, Dave	Grove Crane	101.00	30.00
08/15/2012	Harbor View Enterprises	Grove Crane	101.00	30.00
08/15/2012	Pettinger, Dave	Grove Crane	101.00	30.00
08/20/2012	Pettinger, Dave	Grove Crane	101.00	30.00
08/21/2012	Harbor View Enterprises	Grove Crane	101.00	30.00
08/23/2012	Bandon Pacific	Grove Crane	101.00	30.00
08/27/2012	Harbor View Enterprises	Grove Crane	101.00	30.00
08/31/2012	Bandon Pacific	Grove Crane	101.00	30.00
09/03/2012	Pettinger, Dave	Grove Crane	101.00	30.00
09/05/2012	Harbor View Enterprises	Grove Crane	101.00	30.00
09/06/2012	Pettinger, Dave	Grove Crane	101.00	30.00
09/11/2012	Harbor View Enterprises	Grove Crane	101.00	30.00
09/12/2012	Bandon Pacific	Grove Crane	126.25	30.00
09/14/2012	Thomas, Mark	Grove Crane	277.75	60.00
09/15/2012	Pettinger, Dave	Grove Crane	101.00	30.00
09/17/2012	Harbor View Enterprises	Grove Crane	101.00	30.00
09/18/2012	Pettinger, Dave	Grove Crane	101.00	30.00
10/01/2012	Bandon Pacific	Grove Crane	101.00	30.00
10/02/2012	Pettinger, Dave	Grove Crane	101.00	30.00
10/06/2012	Pettinger, Dave	Grove Crane	101.00	30.00

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**Port of Brookings Harbor**  
**Transaction Detail By Account**  
**January 1, 2012 through September 2, 2017**

Date	Name	Memo	Credit	Operator
10/09/2012	Bandon Pacific	Grove Crane	101.00	30.00
10/11/2012	Harbor View Enterprises	Grove Crane	101.00	30.00
10/17/2012	Bandon Pacific	Grove Crane	101.00	30.00
10/17/2012	Harbor View Enterprises	Grove Crane	101.00	30.00
10/18/2012	Graves, Ken	Grove Crane	101.00	30.00
10/23/2012	Case, Charles	Grove Crane	101.00	30.00
10/24/2012	Legacy Contracting	Fork Lift Hrs Ollie	300.00	90.00
10/25/2012	Dynamik Fisheries	Grove Crane	101.00	30.00
10/25/2012	Pettinger, Dave	Grove Crane	101.00	30.00
10/29/2012	Dynamik Fisheries	Grove Crane	252.50	60.00
10/30/2012	Hooper, Eric	Grove Crane	101.00	30.00
10/30/2012	Pettinger, Dave	Grove Crane	101.00	30.00
11/13/2012	Bandon Pacific	Grove Crane	101.00	30.00
11/14/2012	TNT Seafood/Tom Harris	Grove Crane	101.00	30.00
11/16/2012	Smith, Mike	Grove Crane	101.00	30.00
11/21/2012	Pacific Choice Seafood	Fork Lift	53.00	30.00
11/21/2012	Pacific Choice Seafood	Grove Crane	101.00	30.00
11/30/2012	F/V Miss Sarah	Grove Crane Miss Sarah	202.00	60.00
12/10/2012	Fosmark, Scott	Grove Crane	101.00	30.00
12/10/2012	Bandon Pacific	Grove Crane	101.00	30.00
12/15/2012	Bornstein Seafoods Inc	Fork Lift	53.00	30.00
12/20/2012	Bornstein Seafoods Inc	Fork Lift 1 1/2 Hour	67.50	30.00
12/21/2012	F/V Brooke Michelle LLC	Fork Lift	90.00	30.00
12/21/2012	Harbor View Enterprises	Grove Crane	306.00	90.00
12/24/2012	Bornstein Seafoods Inc	Fork Lift	53.00	30.00
12/27/2012	Bandon Pacific	Grove Crane	126.25	30.00
12/30/2012	Yager Fisheries LLC/Justin Yager	Fork Lift 1 Hour	45.00	30.00
01/05/2013	Top Blue Marine	Grove Crane	101.00	30.00
01/10/2013	Urie, Anthony	Grove Crane	101.00	30.00
01/11/2013	Case, Charles	Fork Lift	53.00	30.00
01/15/2013	Harbor View Enterprises	Grove Crane	101.00	30.00
01/17/2013	F/V Brooke Michelle LLC	Fork Lift	106.00	30.00
01/17/2013	USCG Repair Yard	Grove Crane	202.00	60.00
01/22/2013	Diversified Fisheries / Lyle Marrington	Grove Crane	101.00	30.00
01/22/2013	F/V Hapi Sea, WNFLD Fisheries	Grove Crane	101.00	30.00
01/22/2013	F/V Miss Sarah	Grove Crane F/V Miss Sara	101.00	30.00
01/24/2013	Bandon Pacific	Grove Crane	176.75	30.00
01/24/2013	Diversified Fisheries / Lyle Marrington	Grove Crane	101.00	30.00
01/25/2013	Peck, Bill	Fork Lift	53.00	30.00
01/25/2013	F/V Miss Sarah	Fork Lift	53.00	30.00
01/25/2013	F/V Miss Sarah	Grove Crane	227.25	60.00
01/29/2013	Top Blue Marine	Grove Crane	101.00	30.00
01/30/2013	Peck, Bill	Fork Lift	53.00	30.00
02/01/2013	Harbor View Enterprises	Grove Crane	101.00	30.00
02/01/2013	Chase, Mark	Grove Crane	101.00	30.00

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**Port of Brookings Harbor**  
**Transaction Detail By Account**  
**January 1, 2012 through September 2, 2017**

Date	Name	Memo	Credit	Operator
02/09/2013	Top Blue Marine	Grove Crane 1 hour Shelley Feb. 9th	101.00	30.00
02/11/2013	Mulkey, Jeff	Fork Lift	106.00	30.00
02/13/2013	Harbor View Enterprises	Grove Crane	151.50	30.00
02/14/2013	Diversified Fisheries / Lyle Marrington	Grove Crane	101.00	30.00
02/20/2013	Pettinger, Dave	Grove Crane	101.00	30.00
02/22/2013	Dynamik Fisheries	Grove Crane	101.00	30.00
02/22/2013	Chase, Mark	Grove Crane	101.00	30.00
03/01/2013	TNT Seafood/Tom Harris	Grove Crane	101.00	30.00
03/02/2013	Bornstein Seafoods Inc	Fork Lift	53.00	30.00
03/04/2013	Jo Marie LLC	Grove Crane	101.00	30.00
03/04/2013	TNT Seafood/Tom Harris	Grove Crane	101.00	30.00
03/04/2013	Speir, Joe	Grove Crane	101.00	30.00
03/05/2013	Eberhard, Justin(R. Savage)	Fork Lift	53.00	30.00
03/06/2013	Hunters Offshore Enterprises, Inc	Grove Crane F/V Warrior II	101.00	30.00
03/15/2013	F/V Annie Marie	Fork Lift	53.00	30.00
03/18/2013	Dynamik Fisheries	Grove Crane	126.25	30.00
03/22/2013	Manning, Bob / William	Grove Crane	101.00	30.00
03/22/2013	Dynamik Fisheries	Grove Crane	151.50	30.00
03/22/2013	Harbor View Enterprises	Grove Crane	101.00	30.00
03/23/2013	Top Blue Marine	Fork Lift	53.00	30.00
04/01/2013	Hooper, Eric	Grove Crane	126.25	30.00
04/01/2013	Harbor View Enterprises	Grove Crane	101.00	30.00
04/02/2013	Diversified Fisheries / Lyle Marrington	Grove Crane	101.00	30.00
04/02/2013	Pettinger, Dave	Grove Crane	101.00	30.00
04/03/2013	F/V Annie Marie	Fork Lift	106.00	30.00
04/03/2013	Top Blue Marine	Grove Crane	101.00	30.00
04/03/2013	F/V Miss Sarah	Grove Crane	176.75	30.00
04/03/2013	Top Blue Marine	Grove Crane	101.00	30.00
04/05/2013	Top Blue Marine	Fork Lift	53.00	30.00
04/12/2013	TNT Seafood/Tom Harris	Grove Crane 4/10/13	101.00	30.00
04/12/2013	Harbor View Enterprises	Grove Crane	101.00	30.00
04/16/2013	Top Blue Marine	Fork Lift	53.00	30.00
04/16/2013	Top Blue Marine	Fork Lift- install	106.00	30.00
04/16/2013	Top Blue Marine	Fork Lift- tear down and move	106.00	30.00
04/17/2013	Thomas, Mark	Grove Crane	176.75	30.00
04/17/2013	Fosmark, Scott	Grove Crane	101.00	30.00
04/17/2013	Bandon Pacific	Grove Crane	101.00	30.00
04/19/2013	Harbor View Enterprises	Grove Crane	101.00	30.00
04/22/2013	Harbor View Enterprises	Grove Crane	101.00	30.00
04/23/2013	F/V Annie Marie	Fork Lift	159.00	30.00
04/24/2013	Top Blue Marine	Fork Lift	53.00	30.00
04/29/2013	Pettinger, Dave	Grove Crane	101.00	30.00
05/02/2013	Pettinger, Dave	Grove Crane	101.00	30.00
05/06/2013	Pettinger, Dave	Grove Crane Alex	101.00	30.00
05/06/2013	Pettinger, Dave	Grove Crane Noah's Ark	101.00	30.00

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Port of Brookings Harbor  
Transaction Detail By Account  
January 1, 2012 through September 2, 2017

Date	Name	Memo	Credit	Operator
05/07/2013	Miller, Craig	Grove Crane- step mast	158.00	30.00
05/16/2013	F/V Miss Sarah	Grove Crane	101.00	30.00
05/17/2013	Pettinger, Dave	Grove Crane	101.00	30.00
05/21/2013		Backhoe Deanna Parks	200.00	60.00
05/24/2013	Pettinger, Dave	Grove Crane	101.00	30.00
05/28/2013	Pettinger, Dave	Grove Crane	101.00	30.00
05/28/2013	F/V Miss Sarah	Grove Crane	101.00	30.00
06/04/2013	Pettinger, Dave	Grove Crane	101.00	30.00
06/15/2013	Pettinger, Dave	Grove Crane	101.00	30.00
06/19/2013	Fosmark, Scott	Grove Crane	101.00	30.00
06/24/2013	Fosmark, Scott	Grove Crane	101.00	30.00
06/24/2013	Pettinger, Dave	Grove Crane	101.00	30.00
06/27/2013	Schinmann, Elbert (Skip)	Fork Lift	404.00	120.00
06/28/2013	Pettinger, Dave	Grove Crane	101.00	30.00
06/30/2013	Reeves, Jared	Fork Lift	53.00	30.00
07/09/2013	F/V Hapi Sea, WNFLD Fisheries	Grove Crane	202.00	60.00
07/16/2013	Pettinger, Dave	Grove Crane	106.00	30.00
07/19/2013	Fosmark, Scott	Grove Crane	106.00	30.00
07/21/2013	Pettinger, Dave	Grove Crane	106.00	30.00
07/23/2013	Speir, Joe	Grove Crane	106.00	30.00
07/24/2013	Pettinger, Dave	Grove Crane	106.00	30.00
07/30/2013	Marrington, John	Grove Crane	45.00	30.00
07/31/2013	F/V Washington	Fork Lift	55.00	30.00
08/01/2013	F/V Washington	Fork Lift	53.00	30.00
08/07/2013	Speir, Joe	Fork Lift	55.00	30.00
08/08/2013	Pettinger, Dave	Grove Crane	106.00	30.00
08/12/2013	Harbor View Enterprises	Grove Crane	106.00	30.00
08/14/2013	Pettinger, Dave	Grove Crane	106.00	30.00
08/15/2013	Pettinger, Dave	Grove Crane	106.00	30.00
08/16/2013	Harbor View Enterprises	Grove Crane	106.00	30.00
08/19/2013	Pettinger, Dave	Grove Crane	106.00	30.00
08/26/2013	Pettinger, Dave	Grove Crane	106.00	30.00
08/28/2013	Pettinger, Dave	Grove Crane	106.00	30.00
08/30/2013	Bandon Pacific	Grove Crane	106.00	30.00
09/03/2013	Pettinger, Dave	Grove Crane	106.00	30.00
09/06/2013	Pettinger, Dave	Grove Crane	106.00	30.00
09/10/2013	Relaford, Jim	Grove Crane Removal of Engine	106.00	30.00
09/12/2013	Pettinger, Dave	Grove Crane	106.00	30.00
09/13/2013	Smith, Mike	Grove Crane	106.00	30.00
09/18/2013	Pettinger, Dave	Grove Crane Noah's Ark	106.00	30.00
09/21/2013	Pettinger, Dave	Grove Crane Noah's Ark	106.00	30.00
09/22/2013	Pettinger, Dave	Grove Crane Alex	106.00	30.00
09/24/2013	RUGGIERO, TONY & DONNA	Grove Crane Step Mast	165.00	30.00
09/26/2013	Pettinger, Dave	Grove Crane Alex	106.00	30.00
09/27/2013	Pettinger, Dave	Grove Crane Noah's Ark	106.00	30.00

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**Port of Brookings Harbor**  
**Transaction Detail By Account**  
**January 1, 2012 through September 2, 2017**

Date	Name	Memo	Credit	Operator
10/01/2013	Pettinger, Dave	Grove Crane Noah's Ark	106.00	30.00
10/04/2013	Pettinger, Dave	Grove Crane Alex	106.00	30.00
10/07/2013	Hooper, Eric	Grove Crane	132.50	30.00
10/08/2013	Pettinger, Dave	Grove Crane	106.00	30.00
10/12/2013	Dynamik Fisheries	Grove Crane	212.00	60.00
10/18/2013	Pettinger, Dave	Grove Crane 10/10/13	106.00	30.00
10/18/2013	Case, Charles	Grove Crane 10/17/13 Move Freezer	106.00	30.00
10/21/2013	Dynamik Fisheries	Grove Crane	106.00	30.00
10/28/2013	Fosmark, Scott	Grove Crane	106.00	30.00
11/01/2013	Pettinger, Dave	Grove Crane Alex	106.00	30.00
11/07/2013	Thomas, Mark	Grove Crane	106.00	30.00
11/15/2013	Speir, Joe	Grove Crane Miss Emily	106.00	30.00
11/16/2013	Speir, Joe	Grove Crane Equinox	106.00	30.00
11/18/2013	Ocean Gold Seafood	Fork Lift 1 Hour	35.00	30.00
11/18/2013	Cole, D. J.	Grove Crane	106.00	30.00
11/20/2013	F/V Miss Sarah	Grove Crane	106.00	30.00
11/21/2013	Ocean Gold Seafood	Fork Lift	105.00	30.00
11/21/2013	Bandon Pacific	Grove Crane	106.00	30.00
11/22/2013	Ocean Gold Seafood	Fork Lift	70.00	30.00
11/25/2013	Smith, Mike	Grove Crane	106.00	30.00
11/25/2013	Harbor View Enterprises	Grove Crane 'Little Joe'	318.00	90.00
11/26/2013	Ocean Gold Seafood	Fork Lift	105.00	30.00
12/09/2013	Case, Charles	Fork Lift	110.00	30.00
12/10/2013	Ocean Gold Seafood	Fork Lift	70.00	30.00
12/11/2013	Ocean Gold Seafood	Fork Lift-'Valliant'	35.00	30.00
12/11/2013	Ocean Gold Seafood	Fork Lift-'Voyager'	87.50	30.00
12/13/2013	Harbor View Enterprises	Grove Crane	106.00	30.00
12/16/2013	Ocean Gold Seafood	Fork Lift f/v 'Valiant' 12/15/13 Inv #494073	35.00	30.00
12/16/2013	Ocean Gold Seafood	Fork Lift f/v 'Valliant' 12/13/13 Inv #494071	157.50	30.00
12/16/2013	Ocean Gold Seafood	Fork Lift f/v 'Voyager' 12/13/13 Inv #494071	70.00	30.00
12/16/2013	Ocean Gold Seafood	Fork Lift f/v 'Voyager' 12/14/13 Inv #494072	52.50	30.00
12/16/2013	Ocean Gold Seafood	Fork Lift-Inv #494074 f/v Annie Marie	87.50	30.00
12/16/2013	Ocean Gold Seafood	Fork Lift-Inv #494074 f/v Valliant	52.50	30.00
12/16/2013	Ocean Gold Seafood	Fork Lift-Inv #494074 f/v Voyager	35.00	30.00
12/16/2013	Marrington, Lonnie	Grove Crane	106.00	30.00
12/18/2013	F/V Hapi Sea, WNFLD Fisheries	Grove Crane	106.00	30.00
12/19/2013	Ocean Gold Seafood	Fork Lift #494076 f/v Voyager	52.50	30.00
12/19/2013	Ocean Gold Seafood	Fork Lift Inv #494076 f/v Annie Marie	52.50	30.00
12/19/2013	Ocean Gold Seafood	Fork Lift Inv #494076 f/v Valliant	70.00	30.00
12/20/2013	Harbor View Enterprises	Grove Crane 3 Hours	318.00	90.00
12/21/2013	F/V Brooke Michelle LLC	Fork Lift Inv #494081	68.75	30.00
12/21/2013	Ocean Gold Seafood	Fork Lift Inv #494084 12/20/13	70.00	30.00
12/21/2013	Ocean Gold Seafood	Fork Lift Inv #494084 12/21/13	140.00	30.00
12/23/2013	Harbor View Enterprises	Grove Crane	106.00	30.00
12/26/2013	Ocean Gold Seafood	Fork Lift-12/23/13 f/v Kay Ann	35.00	30.00

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Date	Name	Memo	Credit	Operator
12/26/2013	Ocean Gold Seafood	Fork Lift-12/24/13 t/v Kay Ann Pulled Pots off Bc	70.00	30.00
12/27/2013	F/V Miss Sarah	Grove Crane	106.00	30.00
12/28/2013	Ocean Gold Seafood	Fork Lift- f/v Voyager Invoice #494092	70.00	30.00
12/28/2013	F/V Hapi Sea, WNFLD Fisheries	Grove Crane	106.00	30.00
12/31/2013	F/V Brooke Michelle LLC	Fork Lift 12/26/13	35.00	30.00
12/31/2013	F/V Brooke Michelle LLC	Fork Lift 12/27/13	35.00	30.00
01/07/2014	F/V Miss Sarah	Grove Crane	265.00	60.00
01/08/2014	Thomas, Mark	Grove Crane	106.00	30.00
01/10/2014	Bandon Pacific	Grove Crane	265.00	60.00
01/11/2014	Ocean Gold Seafood	Fork Lift-f/v Valiant Inv #494094	35.00	30.00
01/16/2014	Bandon Pacific	Grove Crane	106.00	30.00
01/22/2014	Bandon Pacific	Grove Crane	106.00	30.00
01/22/2014	Cole, D. J.	Grove Crane	106.00	30.00
02/03/2014	F/V Hapi Sea, WNFLD Fisheries	Grove Crane	106.00	30.00
02/09/2014	Case, Charles	Fork Lift-Transfer Mink from non working freezer	82.50	30.00
02/18/2014	Kwak, Ok Ja	Grove Crane	107.00	30.00
03/13/2014	Dynamik Fisheries	Grove Crane	318.00	90.00
03/20/2014	Bandon Pacific	Big Crane-3/20/2014 Jo Marie Mast	370.00	90.00
03/20/2014	Bandon Pacific	Grove Crane-3/20/2014 Jo Marie Mast	107.00	30.00
03/21/2014	Pettinger, Dave	Grove Crane	106.00	30.00
03/21/2014	Hooper, Eric	Grove Crane	212.00	60.00
03/24/2014	Bandon Pacific	Grove Crane	106.00	30.00
03/25/2014	Pearce, James	Fork Lift	55.00	30.00
03/31/2014	Bandon Pacific	Fork Lift-4/1/2014	55.00	30.00
04/01/2014	Harbor View Enterprises	Grove Crane	106.00	30.00
04/02/2014	Rowe, Jack & Dori	Fork Lift-Move Shed	55.00	30.00
04/04/2014	Case, Charles	Fork Lift #494098 4/4/2014	55.00	30.00
04/05/2014	Pettinger, Dave	Grove Crane 4/5/2014	107.00	30.00
04/05/2014	Whaley, Todd	Grove Crane 4/5/2014 Miss Sarah	106.00	30.00
04/07/2014	Diversified Fisheries / Lyle Marrington	Grove Crane	106.00	30.00
04/08/2014	Harbor View Enterprises	Grove Crane	106.00	30.00
04/09/2014	Pettinger, Dave	Grove Crane Alex	106.00	30.00
04/10/2014	Bandon Pacific	Grove Crane	106.00	30.00
04/10/2014	TNT Seafood/Tom Harris	Grove Crane	106.00	30.00
04/14/2014	Case, Charles	Grove Crane	106.00	30.00
04/14/2014	Harbor View Enterprises	Grove Crane 4/11/2014	106.00	30.00
04/14/2014	Case, Charles	Grove Crane To Move Freezers	106.00	30.00
04/15/2014	Harbor View Enterprises	Grove Crane	106.00	30.00
04/17/2014	F/V Hapi Sea, WNFLD Fisheries	Grove Crane	106.00	30.00
04/17/2014	Pettinger, Dave	Grove Crane	106.00	30.00
04/18/2014	Harbor View Enterprises	Grove Crane	106.00	30.00
04/19/2014	Thomas, Mark	Grove Crane	106.00	30.00
04/23/2014	Thomas, Mark	Grove Crane	106.00	30.00
04/26/2014	Pettinger, Dave	Grove Crane	106.00	30.00
04/27/2014	Whaley, Todd	Grove Crane Miss Sarah	106.00	30.00

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Date	Name	Memo	Credit	Operator
04/30/2014	Pettinger, Dave	Grove Crane	106.00	30.00
05/01/2014	Case, Charles	Grove Crane	106.00	30.00
05/01/2014	Johnson, Larry	Grove Crane 5/1/2014	106.00	30.00
05/05/2014	Pettinger, Dave	Grove Crane	106.00	30.00
05/12/2014	Huntlers Offshore Enterprises, Inc	Grove Crane for F/V "Warrior 2" - 1.5hours on 5/	159.00	30.00
05/12/2014	Pettinger, Dave	Grove Crane for F/V The Alex 1 hour on 5/12/201	106.00	30.00
05/13/2014	Harbor View Enterprises	Grove Crane Little Joe 1 hour for Ralph Brown or	106.00	30.00
05/13/2014	Harbor View Enterprises	Grove Crane Little Joe 1 hour for Ralph Brown or	106.00	30.00
05/20/2014	Whaley, Todd	Grove Crane Miss Sara 1 hour on 5/20/2014	106.00	30.00
06/05/2014	Harbor View Enterprises	Grove Crane 06/02/2014 Little Joe	160.50	30.00
06/09/2014	Harbor View Enterprises	Grove Crane 06/09/2014 Little Joe	159.00	30.00
06/13/2014	Harbor View Enterprises	Grove Crane	159.00	30.00
06/23/2014	Smith, Mike	Grove Crane for the F/V Haida	106.00	30.00
07/01/2014	Hooper, Eric	Grove Crane F/V Aloha	106.00	30.00
07/16/2014	Bandon Pacific	Grove Crane 1 name hour	106.00	30.00
07/16/2014	Fosmark, Scott	Grove Crane 1 name hour for yaznak	106.00	30.00
07/16/2014	Yunker, David	Grove Crane 1.5 man hours	159.00	30.00
07/21/2014	Bolton, George:claim# 300104617	GROVE CRANE	107.00	30.00
08/11/2014	Pirates of the Pacific	Fork Lift 1 hr	65.00	30.00
08/11/2014	Pettinger, Dave	Grove Crane F/V Noahs Arch one hour	106.00	30.00
08/13/2014	Pettinger, Dave	Grove Crane F/V Noahs Arch one hour	106.00	30.00
09/04/2014	Pettinger, Dave	Grove Crane 1 hr. F/V noahs ark	106.00	30.00
09/11/2014	Fraser, John	Grove Crane 1 hour use. setting crab tank	106.00	30.00
09/11/2014	Pettinger, Dave	Grove Crane 1hr.	106.00	30.00
09/11/2014	5-R Construction, LLC	Grove Crane use 1 hour	106.00	30.00
09/16/2014	Pacific Choice Seafood	Grove Crane F/V Alex 1 hour use	106.00	30.00
09/16/2014	We Fish Inc.	Grove Crane use 1 hour F/V The Karen Jan	106.00	30.00
09/16/2014	5-R Construction, LLC	Grove Crane. Moved Headstone	371.00	90.00
09/26/2014	Pettinger, Dave	Grove Crane 1 hour use	106.00	30.00
09/30/2014	Pettinger, Dave	Grove Crane F/V Alex 1 hr. grove crane	106.00	30.00
10/05/2014	Pettinger, Dave	Grove Crane	106.00	30.00
10/06/2014	Arnold, Bill	Fork Lift 1 hr.	107.00	30.00
10/06/2014	Pettinger, Dave	Grove Crane 1 hr.	106.00	30.00
10/07/2014	Cole, D. J.	Grove Crane 1 hour	106.00	30.00
10/09/2014	Hochberg, Kurt	Grove Crane	212.00	60.00
10/10/2014	Dairy, Ralph	Fork Lift	214.00	60.00
10/10/2014	Mathews, Dave	Fork Lift	55.00	30.00
10/10/2014	Dairy, Ralph	Grove Crane	106.00	30.00
10/17/2014	Case, Charles	Fork Lift use	220.00	60.00
10/23/2014	Dynamik Fisheries	Grove Crane use 1 hour	106.00	30.00
10/23/2014	Dynamik Fisheries	Grove Crane use 3 hours	318.00	90.00
10/24/2014	TNT Seafood/Tom Harris	Grove Crane 1 hr. f/V carnello	106.00	30.00
10/24/2014	Pettinger, Dave	Grove Crane F/V Noahs ark 3 hour use	318.00	90.00
10/27/2014	TNT Seafood/Tom Harris	Grove Crane F/V carnello	106.00	30.00
10/28/2014	TNT Seafood/Tom Harris	Grove Crane F/V Carmello	106.00	30.00

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Date	Name	Memo	Credit	Operator
10/30/2014	Pettinger, Dave	Grove Crane	212.00	60.00
11/03/2014	Thomas, Mark	Grove Crane 1 hour F/V wahoo	106.00	30.00
11/03/2014	Whaley, Todd	Grove Crane 4.75 hours F/V prolific	503.50	120.00
11/04/2014	Whaley, Todd	Fork Lift 1 hour F/V Prolifik	55.00	30.00
11/04/2014	Hunters Offshore Enterprises, Inc	Grove Crane 1 hour F/V Warrior II	106.00	30.00
11/06/2014	Bandon Pacific	Grove Crane 2 hours F/v Pacific Hooker	212.00	60.00
11/10/2014	F/V Hapi Sea, WNFLD Fisheries	Grove Crane f/v Hapi-Sea	106.00	30.00
11/10/2014	Whaley, Todd	Grove Crane F/V Prolifik	106.00	30.00
11/12/2014	Whaley, Todd	Grove Crane F/V Prolifik 2 hours	212.00	60.00
11/12/2014	Fosmark, Scott	Grove Crane F/V Yaznak 2 hours	212.00	60.00
11/18/2014	Bandon Pacific:Bandon Pacific	Grove Crane 3 hours F/V Pacific Hooker	318.00	90.00
11/29/2014	Hunters Offshore Enterprises, Inc	Fork Lift use 1 hour	55.00	30.00
12/01/2014	Hunters Offshore Enterprises, Inc	Grove Crane F/V Warrior II	106.00	30.00
12/03/2014	Port of Port Orford	Grove Crane time to prep and move crane to mai	265.00	60.00
12/04/2014	Port of Port Orford	Grove Crane. Loading pipe onto trailer and crane	371.00	90.00
12/23/2014	Whaley, Todd	Grove Crane F/V Miss Sarah. Steel Wall	132.50	30.00
01/02/2015	Whaley, Todd:F/V Miss Sarah	Grove Crane F/V Miss Sarah	212.00	60.00
01/06/2015	Whaley, Todd:F/V Miss Sarah	Grove Crane F/V Miss Sarah Work Order Tickel	159.00	30.00
01/13/2015	Harbor View Enterprises	Grove Crane F/V Little Joe. Removal of net from	106.00	30.00
01/13/2015	Harbor View Enterprises	Grove Crane. Remove net off trailer and place or	106.00	30.00
01/19/2015	Bandon Pacific	Grove Crane F/V Pacific Hooker Word order 88	318.00	90.00
01/21/2015	Cole, D. J.	Grove Crane F/V Saphire Sky Work Order 8869	106.00	30.00
02/04/2015	Dynamik Fisheries	Grove Crane Loaded Wenchies Work Order 886	212.00	60.00
02/09/2015	Dynamik Fisheries	Grove Crane Loaded Outriggers Work Order 886	106.00	30.00
02/16/2015	TNT Seafood/Tom Harris	Grove Crane F/V Carmello Remove insert from \	106.00	30.00
03/09/2015	Hunters Offshore Enterprises, Inc	Grove Crane F/V Warrior II Work Order 886984	106.00	30.00
03/10/2015	Hooper, Eric	Grove Crane	106.00	30.00
03/11/2015	Whaley, Todd:F/V Miss Emily	Grove Crane F/V Miss Emily Removal pick boor	265.00	60.00
03/11/2015	We Fish Inc.	Grove Crane F/V The Karen Jan Put sorting bo	106.00	30.00
03/18/2015	Whaley, Todd	Grove Crane- took pick boom and two winches ol	106.00	30.00
03/19/2015	Klein, Mike	Grove Crane	106.00	30.00
03/27/2015	Whaley, Todd:F/V Prolifik	Grove Crane Loaded Wrenches and Capstan He.	212.00	60.00
03/27/2015	Whaley, Todd:F/V Prolifik	Grove Crane: F/V Prolifik Loaded Wrenches	106.00	30.00
03/27/2015	Pettinger, Dave	Grove Crane: Unload Net from F/V Alex then put	159.00	30.00
03/29/2015	Whaley, Todd:F/V Miss Emily	Grove Crane F/V: Miss Emily Loaded 3 nets and	159.00	30.00
03/30/2015	Whaley, Todd:F/V Prolifik	Grove Crane F/V: Prolifik Loaded shrimp gear ar	371.00	90.00
03/30/2015	Hunters Offshore Enterprises, Inc	Grove Crane F/V: Warrior II Loaded nets Work i	106.00	30.00
04/01/2015	Hooper, Eric	Grove Crane F/V: Aloha	106.00	30.00
04/01/2015	Hooper, Eric	Grove Crane Time 1 Hour in Repair Yard F/V Al	106.00	30.00
04/07/2015	Whaley, Todd:F/V Miss Sarah	Grove Crane F/V Miss Sarah	318.00	90.00
04/08/2015	Pettinger, Dave	Grove Crane F/V: Noahs Ark	159.00	30.00
04/13/2015	Pettinger, Dave	Grove Crane F/V: Noah's Ark Work order: 87305	212.00	60.00
04/13/2015	Whaley, Todd	Grove Crane Placed Motor on F/V: Miss Sarah V	106.00	30.00
04/14/2015	Thomas, Mark	Grove Crane F/V: Wahoo	212.00	60.00
04/21/2015	Goergen, William	Grove Crane F/V: Catalyst Work Order: 873206	106.00	30.00

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Date	Name	Memo	Credit	Operator
04/23/2015	Whaley, Todd	Grove Grane F/V: Miss Sarah Work Order: 8732	106.00	30.00
05/13/2015	Harbor View Enterprises	Grove Crane F/V: Little Joe	106.00	30.00
05/17/2015	Harbor View Enterprises	Grove Crane F/V: Little Joe	106.00	30.00
05/18/2015	Harbor View Enterprises	Grove Crane F/V: Little Joe	106.00	30.00
06/08/2015	Koons, Julie	Fork Lift	55.00	30.00
06/12/2015	We Fish Inc.	Hour Crane Work F/V: Amy Lyn	106.00	30.00
06/16/2015	Fosmark, Scott	Hour Crane Work F/V: Yaznak	106.00	30.00
07/07/2015	Harbor View Enterprises	Man Hour Grove Crane F/V: Little Joe	106.00	30.00
07/07/2015	Warren, Michael	Man Hours Grove Crane Set Mast on Boat	265.00	60.00
07/08/2015	Harbor View Enterprises	Hour Grove Crane Ticket: 873232	106.00	30.00
07/27/2015	F/V Kaya C	Hours Crane Time Pulling Old Engine & Installin	318.00	90.00
08/06/2015	Pettinger, Dave	Man Hour / Grove Crane F/V: Noah's Ark Work C	106.00	30.00
09/15/2015	Harbor View Enterprises	Hour Grove Crane	106.00	30.00
09/17/2015	Raisanen, Clifford	Fork Lift Use 2 Hours	110.00	30.00
09/19/2015	Moore, Howard S	Hour Grove Crane Used to Remove Crab Tank	106.00	30.00
09/26/2015	Harbor View Enterprises	Grove Crane Time F/V: Little Joe Work Order #:	159.00	30.00
10/01/2015	Harbor View Enterprises	Grove Crane	106.00	30.00
10/06/2015	We Fish Inc.	Grove Crane	106.00	30.00
10/07/2015	Whaley, Todd	Grove Crane F/V: Miss Sarah	106.00	30.00
10/08/2015	Whaley, Todd	Grove Crane	106.00	30.00
10/13/2015	Hooper, Eric	Grove Crane	106.00	30.00
10/17/2015	Loebs, Chris	Fork Lift F/V: Beverly Ann	55.00	30.00
10/22/2015	Whaley, Todd	Grove Crane F/V: Dynamik	159.00	30.00
10/23/2015	Whaley, Todd	Grove Crane F/V: Dynamik	159.00	30.00
10/27/2015	Hunters Offshore Enterprises, Inc	Grove Crane	159.00	30.00
10/27/2015	Whaley, Todd	Grove Crane F/V: Prolifik	159.00	30.00
10/27/2015	Fosmark, Scott	Grove Crane F/V: Queen Corinne	159.00	30.00
10/28/2015	Bornstein Seafoods Inc	Fork Lift	275.00	60.00
10/29/2015	Whaley, Todd	Grove Crane F/V: Prolifik	318.00	90.00
11/04/2015	Cole, D. J.	Grove Crane	106.00	30.00
11/04/2015	Pettinger, Dave	Grove Crane F/V: Noah's Ark Ticket: 530279	106.00	30.00
11/06/2015	Manning, Bob / William	Grove Crane F/V: Inspiration	159.00	30.00
11/10/2015	Thomas, Mark	Grove Crane F/V: Wahoo	106.00	30.00
11/12/2015	TNT Seafood/Tom Harris	Grove Crane F/V: Carmillo Ticket: 530280	106.00	30.00
11/24/2015	Bandon Pacific	Grove Crane used to Unload Truck.	106.00	30.00
11/30/2015	Fosmark, Scott	Grove Crane F/V: Queen Corinne	106.00	30.00
12/01/2015	Whaley, Todd:F/V Miss Sarah	Grove Crane F/V: Miss Sarah	106.00	30.00
01/12/2016	Whaley, Todd	Grove Crane F/V: Miss Sarah	106.00	30.00
02/04/2016	Fosmark, Scott	Hour Grove Crane Time Loaded: Shrimp Hopper	106.00	30.00
02/16/2016	Fosmark, Scott	Grove Crane F/V: Queen Corinne Work Ticket: 4	106.00	30.00
02/19/2016	Dynamik Fisheries	Grove Crane	106.00	30.00
02/21/2016	Umsted, Rex	Grove Crane	106.00	30.00
02/22/2016	Smith, Mike	Grove Crane F/V: Haida	106.00	30.00
02/29/2016	Jenny Lynn Inc	Grove Crane	106.00	30.00
02/29/2016	Dynamik Fisheries	Grove Crane F/V: Dynamik Ticket: 441247	106.00	30.00

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03/02/2016	Bandon Pacific:Bandon Pacific	Grove Crane F/V: Pacific Hooker	106.00	30.00
03/04/2016	Dynamik Fisheries	Grove Crane F/V: Dynamik Ticket: 080651	106.00	30.00
03/11/2016	Dynamik Fisheries	Grove Crane F/V: Dynamik Ticket: 080656	106.00	30.00
03/28/2016	Manning, Bob / William	Grove Crane	159.00	30.00
03/30/2016	Thomas, Mark	Grove Crane	106.00	30.00
04/05/2016	Harbor View Enterprises	Grove Crane	106.00	30.00
04/07/2016	Perry, Lee H.	Grove Crane to remove mast on sailboat Patience	106.00	30.00
04/09/2016	Harbor View Enterprises	Grove Crane	106.00	30.00
04/09/2016	Hooper, Eric	Grove Crane	106.00	30.00
04/11/2016	Bernadetter Fisheries Inc.	Grove Crane	106.00	30.00
04/15/2016	Smith, Mike	Grove Crane	106.00	30.00
05/03/2016	Pettinger, Dave	Grove Crane	106.00	30.00
05/05/2016	Pettinger, Dave	Grove Crane	106.00	30.00
05/07/2016	Harbor View Enterprises	Grove Crane	265.00	60.00
05/11/2016	Whaley, Todd:F/V Prolifik	Grove Crane	106.00	30.00
05/13/2016	Harbor View Enterprises	Grove Crane	212.00	60.00
05/17/2016	Perry, Lee H.	Grove Crane: Put on Mast	106.00	30.00
05/17/2016	Fosmark, Scott	Grove Crane-MOVED OUTRIGGERS	106.00	30.00
05/23/2016	Pettinger, Dave	Grove Crane	159.00	30.00
06/08/2016	We Fish Inc.	Grove Crane	106.00	30.00
06/08/2016	Jenny Lynn Inc	Grove Crane	106.00	30.00
06/10/2016	Fosmark, Scott	Grove Crane	318.00	90.00
06/13/2016	Orloff, Robert	Grove Crane	106.00	30.00
06/16/2016	TNT Seafood/Tom Harris	Grove Crane	106.00	30.00
06/17/2016	We Fish Inc.	Grove Crane	106.00	30.00
06/22/2016	We Fish Inc.	Grove Crane	106.00	30.00
06/26/2016	Harbor View Enterprises	Grove Crane	106.00	30.00
07/22/2016	Dynamik Fisheries	Grove Crane	106.00	30.00
07/26/2016	Dynamik Fisheries	Grove Crane	106.00	30.00
08/05/2016	Pettinger, Dave	Grove Crane	106.00	30.00
08/09/2016	Pettinger, Dave	Grove Crane	159.00	30.00
08/09/2016	Harbor View Enterprises	Grove Crane	212.00	90.00
08/10/2016	Vitale, Travis	Grove Crane	106.00	30.00
08/16/2016	Harbor View Enterprises	Grove Crane - Unload Doors	106.00	30.00
08/17/2016	Harbor View Enterprises	Grove Crane	106.00	30.00
08/25/2016	McKenzie, Mike	Grove Crane	106.00	30.00
09/16/2016	Harbor View Enterprises	Grove Crane	106.00	30.00
10/07/2016	We Fish Inc.	Grove Crane	212.00	60.00
10/08/2016	Pacific Fishing LLC:F/V Miss Pacific	Grove Crane	424.00	120.00
10/19/2016	Hooper, Eric	Grove Crane	106.00	30.00
10/26/2016	Dynamik Fisheries	Grove Crane	424.00	120.00
10/28/2016	Hunters Offshore Enterprises, Inc	Grove Crane	265.00	60.00
11/01/2016	Whaley, Todd:F/V Miss Sarah	Grove Crane	318.00	90.00
11/03/2016	Cole, D. J.	Grove Crane	106.00	30.00
11/03/2016	Manning, Bob / William	Grove Crane	106.00	30.00

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Date	Name	Memo	Credit	Operator
11/07/2016	Harbor View Enterprises	Grove Crane	159.00	30.00
11/08/2016	Pacific Fishing LLC:F/V Miss Pacific	Grove Crane	424.00	120.00
11/15/2016	Thomas, Mark	Grove Crane	106.00	30.00
11/21/2016	Fosmark, Scott	Grove Crane	106.00	30.00
11/28/2016	Pacific Fishing LLC:F/V Pacific Hooker	Grove Crane	265.00	60.00
12/13/2016	Pacific Fishing LLC:F/V Pacific Hooker	Grove Crane	120.00	30.00
12/13/2016	Fosmark, Scott	Grove Crane	120.00	30.00
12/15/2016	Port of Alsea	Backhoe	90.00	30.00
12/16/2016	Smith, Tim	Grove Crane	120.00	30.00
12/16/2016	Harbor View Enterprises	Grove Crane - Set Crab Tank	120.00	30.00
12/21/2016	Hunters Offshore Enterprises, Inc	Grove Crane	120.00	30.00
12/22/2016	Pettinger, Dave	Grove Crane	360.00	90.00
12/27/2016	Pettinger, Dave	Grove Crane	180.00	30.00
12/28/2016	Koo, Brandt/Five Ocean Seafoods	Grove Crane	600.00	180.00
01/17/2017	Harbor View Enterprises	Grove Crane	120.00	30.00
01/18/2017	Whaley, Todd:F/V Miss Sarah	Grove Crane	300.00	90.00
01/25/2017	Zola's Pizzeria	Hr Fork Lift	60.00	30.00
01/30/2017	Cole, D. J.	Grove Crane	120.00	30.00
02/03/2017	Harbor View Enterprises	Grove Crane	180.00	30.00
02/06/2017	Harbor View Enterprises	Grove Crane	240.00	60.00
02/10/2017	Pettinger, Dave	Crane - P&H or Grove	720.00	210.00
02/10/2017	Harbor View Enterprises	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
02/13/2017	Tidewind Sport Fishing	Crane - Motor Back in	120.00	30.00
02/13/2017	Tidewind Sport Fishing	Crane - Removed 2100 pound motor	120.00	30.00
02/15/2017	Harbor View Enterprises	Crane - P&H or Grove \$120.00/HR Place Outrig	240.00	60.00
02/17/2017	Pacific Fishing LLC:F/V Pacific Hooker	Crane - Gantree, (2) Winches, (2) Doors	240.00	60.00
02/24/2017	Dynamik Fisheries	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
03/03/2017	Fraser, John	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
03/06/2017	Pacific Fishing LLC:F/V Pacific Hooker	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	240.00	60.00
03/21/2017	Hunters Offshore Enterprises, Inc	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
03/22/2017	Thomas, Mark	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
03/23/2017	Whaley, Todd:F/V Miss Emily	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	240.00	60.00
03/27/2017	Manning, Bob / William	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
03/27/2017	McLennan, Cody	Fork Lift \$60.00/HR 1 Hour Minimum	60.00	30.00
03/30/2017	Whaley, Todd:F/V Prolifik	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	240.00	60.00
04/03/2017	Whaley, Todd:F/V Miss Emily	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
04/05/2017	Fosmark, Scott	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
04/13/2017	Whaley, Todd:F/V Prolifik	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	240.00	60.00
04/17/2017	Fosmark, Scott	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
04/17/2017	Klein, Mike	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
04/17/2017	Klein, Mike	Fork Lift \$60.00/HR 1 Hour Minimum	60.00	30.00
04/18/2017	Whaley, Lloyd	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
04/24/2017	Tidewind Sport Fishing	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
05/01/2017	Pettinger, Dave	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	240.00	60.00
05/03/2017	Pettinger, Dave	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00

**Port of Brookings Harbor**  
**Transaction Detail By Account**  
**January 1, 2012 through September 2, 2017**

Date	Name	Memo	Credit	Operator
05/12/2017	Whaley, Todd:F/V Miss Sarah	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
05/18/2017	Hooper, Eric	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
05/25/2017	Hunters Offshore Enterprises, Inc	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
05/26/2017	Johnsson, Peter	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
05/31/2017	Thomas, Mark	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
06/06/2017	We Fish Inc.	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	240.00	60.00
06/14/2017	Fosmark, Scott	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	240.00	60.00
06/16/2017	Hooper, Eric	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
07/17/2017	Whaley, Todd:F/V Miss Emily	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
07/18/2017	Whaley, Todd:F/V Miss Emily	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
07/19/2017	Pettinger, Dave	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
07/20/2017	Pettinger, Dave	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
07/21/2017	Pettinger, Dave	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
08/10/2017	Ainsworth, Sidney	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
08/10/2017	Pettinger, Dave	Crane - P&H or Grove \$120.00/HR 1 Hour Minir	120.00	30.00
08/29/2017	Goergen, William	Telehandler \$120.00/HR 1 Hour Minimum Mov	180.00	30.00
08/29/2017	Pettinger, Dave	Telehandler \$120.00/HR 1 Hour Minimum Unlo	240.00	60.00
08/30/2017	Harbor View Enterprises	Telehandler \$120.00/HR 1 Hour Minimum	120.00	30.00
			<b>72,769.00</b>	<b>20,550.00</b>
Average per year (5.67 years)			12,834.04	3,624.34
Average per month (12 months)			1,069.50	302.03
Subtract Operator Costs, Est. Equip. Income per month			767.48	



Port of Brookings Oregon

Account # 2663682

Brent Ferguson

541-661-7280

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

<b>GENIE MODEL GTH-1256 REACH FORKLIFT</b>	134 HP	\$132,204.00
--	--------	--------------

Fully Enclosed Cab, full glass, heater, defroster, wipers, washer, & split door	6,770.00
---	----------

FREIGHT	\$2,650.00
---------	------------

<b>TOTAL</b>	<b>\$141,624.00</b>
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Click on the link below to view the specifications:

[http://www.genielift.com/en/cs/groups/webcontent/@web/@awp/documents/web\\_content/mdaw/mza3/~edisp/ucm03\\_307645.pdf](http://www.genielift.com/en/cs/groups/webcontent/@web/@awp/documents/web_content/mdaw/mza3/~edisp/ucm03_307645.pdf)

**Tammy Morris | Territory Sales Manager |** 

62530 Highway 101 South | Coos Bay, OR 97420 Phone 541-269-2520 | 📞 cell: 541-580-2481 | ✉ [tmorris@ur.com](mailto:tmorris@ur.com)



Brent Ferguson &lt;brent@portofbrookingsharbor.com&gt;

---

GENIE REACH FORKLIFT ETA

2 messages

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Tammy Morris <tmorris@ur.com>

Wed, Sep 6, 2017 at 1:55 PM

To: "BRENT@PORTOFBROOKINGSHARBOR.COM" &lt;BRENT@portofbrookingsharbor.com&gt;

Hi Brent,

This is the message I got from Genie:

"Currently we are looking at 8 units that will be available in November. Unfortunately, we do not have anything to allocate to UR's possible order before then. Please let us know if you require any further assistance."

Thank you,

Tammy Morris | Territory Sales Manager |

2661 NE Stephens ST | Roseburg, OR 97470 Phone 541-673-4371 | 2 cell: 541-580-2481 | c tmorris@ur.com

And

62530 Highway 101 South | Coos Bay, OR 97420 Phone 541-269-2520 | 6 cell: 541-580-2481 | tmorris@ur.com

"Consider it done!"

---

Tammy Morris <tmorris@ur.com>

Wed, Sep 6, 2017 at 2:02 PM

To: "BRENT@PORTOFBROOKINGSHARBOR.COM" &lt;BRENT@portofbrookingsharbor.com&gt;

**MEL KUHLMAN**

HIL FINANCIAL

NATIONAL ACCOUNTS MANAGER

(877) 298-4676 Work

(425) 296-8794 Mobile

(425) 296-8794 Home

MEL@HILFINANCIAL.COM

5325 140TH AVENUE NE

BELEVUE, WASHINGTON 98005

will be contacting you ASAP

Also it looks like Genie has only 8 units that will be available in November and with Hurricane Irma hitting Florida they could go away very quickly.

Please let me know if you want me to put your name on one to get it here ASAP!

101



Peterson Machinery  
1570 Maple ST.  
North Bend Or, 97459

## Sales Quote

To: Brent Fergusson

Date:9-6-17

Company: Port of Brookings Harbor

Below is a list of equipment that you requested prices on.

### Equipment Description

### Sale Price

#### Genie GTH 1256 T4 F

\$168500.00 (delivered)

-60" in pallet forks

-96" rubbish bucket

-pneumatic tires

-enclosed cab with heat,

Wipers, washer, split door

Thank you for this opportunity to offer this quote. Again, please feel free to contact me at any time regarding this quote at 503-576-0653.

Sincerely,

Brad Huntley  
Rental Sales  
North Bend Cat Rental Store  
Cell 503-576-0653  
Office 541-751-2020  
bwhuntley@petersoncat.com

Confidential



Port of Brookings Oregon

Account # 2663682

Brent Ferguson

541-661-7280

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

**JCB MODEL 512-56**

REACH FORKLIFT

\$132,986.00

*Dec. \$109HP*

FREIGHT

\$2,926.00

**TOTAL**

**\$135,912.00**

1X 1496HB-TK MATERIAL BUCKET, QUICK ATTACH

\$2,850.00

WIDTH " 1-1/2 YARD WEIGHT LBS

FREIGHT

\$215.00

**TOTAL ORDER**

**\$139,107.00**

Click on the link below to view the specifications:

<https://www.jcb.com/en-us/products/telescopic-handlers/512-56>

Please let me know if you have any questions.

**Tammy Morris | Territory Sales Manager |** 

62530 Highway 101 South | Coos Bay, OR 97420 Phone 541-269-2520 | ☎ cell: 541-580-2481 | ✉ [tmorris@ur.com](mailto:tmorris@ur.com)





Brent Ferguson &lt;brent@portofbrookingsharbor.com&gt;

**FW: FW: UNITED RENTALS / NEED 12k REACH FORKLIFT QUOTE JCB REACH FORKLIFT ETA**

2 messages

Tammy Morris &lt;tmorris@ur.com&gt;

Wed, Sep 6, 2017 at 1:53 PM

To: "BRENT@PORTOFBROOKINGSHARBOR.COM" &lt;BRENT@portofbrookingsharbor.com&gt;

Hi Brent,

**This is the answer from JCB**

Good afternoon, Tammy- Unfortunately, the cab units now have an extended lead time as there are none currently available. The next available unit would deliver in **December**. A lot of our cab units were ordered late Friday for Hurricane clean up.

Let me know if you have any other questions/concerns.

Thanks!

**Tammy Morris | Territory Sales Manager |**

2661 NE Stephens ST | Roseburg, OR 97470 Phone 541-673-4371 | 📞 cell: 541-580-2481 | ✉ tmorris@ur.com

And

62530 Highway 101 South | Coos Bay, OR 97420 Phone 541-269-2520 | 📞 cell: 541-580-2481 | ✉ tmorris@ur.com

**"Consider it done!"**

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Peterson Machinery  
1570 Maple ST.  
North Bend Or, 97459

## Sales Quote

To: Brent Fergusson

Date: 8-31-17

Company: Port Of Brookings Harbor

Below is a list of equipment that you requested prices on.

Equipment Description	Sale Price
<b>Skyjack SJ1256 TH</b>	<b>\$170,000.00 (freight included)</b>
-enclosed cab Heat and air	
-72" fork set	
-72" material bucket 1 yd	
-beacon	
-enclosed cab with heat and air	
-solid foam filled tires	
-pental hitch	
-Duets 107 hp T4 F engine	

Thank you for this opportunity to offer this quote. Again, please feel free to contact me at any time regarding this quote at 503-576-0653.

Sincerely,

Brad Huntley  
Rental Sales  
North Bend Cat Rental Store  
Cell 503-576-0653  
Office 541-751-2020  
bwhuntley@petersoncat.com



Port of Brookings Oregon

Account # 2663682

Brent Ferguson

541-661-7280

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

**JLG MODEL 1255** FORK LIFT 12,000 CAPACITY

\$144,160.00

ENCLOSED CAB FULL GLASS, AC/HEAT, DEFROSTER, WIPERS, WASHER SPLIT DOOR

FOAM FILLED TIRES, BEACON, LIGHT PACKAGE

FREIGHT

\$5,500.00

**TOTAL**

**\$149,660.00**

1X 1496HB-TK MATERIAL BUCKET, QUICK ATTACH

\$3,195.00

WIDTH 95" 2 YARD WEIGHT 1235 LBS (SPECS SENT VIA TEXT MESSAGE)

**TOTAL ORDER**

**\$152,855**

Click on the link below to view the specifications:

<https://www.jlg.com/en/equipment/telehandlers/jlg/1255>



Please let me know if you have any questions.

**Tammy Morris | Territory Sales Manager |**

62530 Highway 101 South | Coos Bay, OR 97420 Phone 541-269-2520 | cell: 541-580-2481 | [tmorris@ur.com](mailto:tmorris@ur.com)



Peterson Machinery  
1570 Maple ST.  
North Bend Or, 97459

## Sales Quote

To: Brent Fergusson

Date: 8-31-17

Company: Port Of Brookings Harbor

Below is a list of equipment that you requested prices on.

Equipment Description	Sale Price
JLG 1255 -72" fork set -72" material bucket 1 yd -solid foam filled tired -enclosed cab with heat and air -beacon -Cummins T4 F	\$175,750.00 (freight included)

Lead time 5 months

Thank you for this opportunity to offer this quote. Again, please feel free to contact me at any time regarding this quote at 503-576-0653.

Sincerely,

Brad Huntley  
Rental Sales  
North Bend Cat Rental Store  
Cell 503-576-0653  
Office 541-751-2020  
bwhuntley@petersoncat.com

Confidential



Brent Ferguson &lt;brent@portofbrookingsharbor.com&gt;

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**Equipment Purchase and Financing**

1 message

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

Wed, Sep 6, 2017 at 3:32 PM

To: "Brent@PortofBrookingsHarbor.com" &lt;Brent@portofbrookingsharbor.com&gt;

Hello Brent.

In response to our conversation regarding the finance of a 2017 Genie Telahandler for the Port, the general terms for financing are as follows:

**Term Loan – \$100,000.00**

84 monthly payments

Interest Rate 6%

Loan Fee \$1,000.00

Documentation Fee \$250.00

*\$1400. - per mos.  
No residual*

In order to underwrite and obtain approval for financing, submission of the 2015-16 and 2016-17 Audited statements, 2017-18 Budget, meeting minutes identifying current authorized signers for the Port and board approval for financing would be needed.

viki brugnoli

vp, commercial relationship manager

coastal commercial banking center

office: 541-266-2286

fax: 541-266-8523

Web | Facebook | Twitter

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## United Rentals Customer Finance Program - facilitated by Captive Capital

650 Park Avenue Suite 210, King of Prussia, PA 19406 Phone: (800) 261-5815 Fax: 800-994-4942

### FMV – Rental Purchase Option Lease

Sales Quote: QUOTE

Date: Thursday, September 6, 2017

Type of Transaction	FMV – Rental Purchase Option Lease
Customer Name	Port of Brookings Oregon
Equipment Description	2017 Genie GTH-1056
Equipment Quote (Cost)	\$141,624.00 US Dollars + tax

#### Proposed Payment Structure(s)

Term:	72 Months
Down Payment:	\$41,624.00
Payment:	71 @ \$1,399.00
Rate Factor:	.0099

\*At the end of this lease term, customer can purchase equipment, return equipment, or extend the lease.

\*Residual estimated at 20% of sale price or \$28,324.80

\*Note the payments above may not include any applicable taxes or Extended Warranty Services. Advance payments or down payment may be required on each of the terms above based on credit plus \$350 for documentation.

*This Proposal is a general, non-binding expression of interest on the part of United Rentals Customer Finance Program - facilitated by Captive Capital. This proposal is not to be construed as constituting tax or financial advice to any party. THIS PROPOSAL DOES NOT CREATE A LEGALLY BINDING COMMITMENT OR OBLIGATION ON THE PART OF UNITED RENTALS CUSTOMER FINANCE PROGRAM - FACILITATED BY CAPTIVE CAPITAL, UNITED RENTALS, INC. OR CAPTIVE CAPITAL CORPORATION. The creation of any legally binding commitment or obligation is subject to, among other things, the completion by the funding source of an in-depth credit review, the results of which are deemed satisfactory by the funding source at its sole discretion, and the negotiation, execution and delivery of definitive documents which shall be mutually agreed upon by all parties. IT IS UNDERSTOOD THAT NO PARTY HERETO SHALL BE LEGALLY BOUND TO THE OTHER BY REASON OF THIS PROPOSAL, NOR SHALL RIGHTS, LIABILITIES OR OBLIGATIONS ARISE AS A RESULT OF THIS PROPOSAL.*

If you are interested in selecting one of the above options, we will require the following from you to start the credit review process:

- A signed credit application. Please apply online at <https://ur.vendorfinancial.com/customer> or fill out the attached credit application and email it back to us at [ur@captivecorp.com](mailto:ur@captivecorp.com) or fax to 800-994-4942

To speed up the process, please include the last three months of business bank statements. We will only need the summary page, usually the first page, showing the beginning and ending balance. If unavailable, we will get a bank reference. (Note: A bank reference can slow down the process)

- ( email or fax these materials to us at [ur@captivecorp.com](mailto:ur@captivecorp.com) / fax 800-994-4942 )



**From:** Brent Ferguson [mailto:brent@portofbrookingsharbor.com]  
**Sent:** Tuesday, September 05, 2017 3:34 PM  
**To:** John R. Engelbrecht  
**Subject:** POBH

We are moving forward. Please quote financing for:

2017 Genie Telehandler GTH-1256

\$141,624.00

Option #1 ~~\$,987.00~~ *\$1987. -*

\$141,624.00

84 mos

10% residual

Option #2 **\$1,403.00**

\$141,624.00

\$41,624.00 Down

\$100,000.00

84 mos

**10% residual**

Thanks!

Brent

(541) 661-7280



Brent Ferguson &lt;brent@portofbrookingsharbor.com&gt;

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financing for forklift

3 messages

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Mel Kuhlman <mel@hilfinancial.com>

Wed, Sep 6, 2017 at 2:59 PM

To: brent@portofbrookingsharbor.com

Brent....per our conversation, Tammy @ United Rentals ask me to reach out to you and see if I can put together financing on a new Genie GTH-1256 reach forklift. Here are the terms that I should be able to put together for you....

Price: \$141,624.00

Down payment: \$41,624.00

Term: 60 months

Monthly payment: **\$2008.38**

If this will work for you, please complete the attached application form and have it signed by the authorized signer for the port. Obviously no personal info is needed. I will then submit for a formal approval.

Please don't hesitate to give me a call with any questions.

--

Best Regards,

Mel Kuhlman

National Account Manager

"Values and Principles that make us a leader in the financial community"

5325 140th Ave NE

Bellevue, WA 98005

Toll Free Phone: (877) 298-4676 x 229

Direct: (425) 296-8794

Toll Free Fax: (425) 974-1567

mel@hilfinancial.com



Application 2017 MK.pdf

197K

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Brent Ferguson <brent@portofbrookingsharbor.com>

Wed, Sep 6, 2017 at 5:39 PM

To: Mel Kuhlman &lt;mel@hilfinancial.com&gt;

Mel, at this point we have a several solid offers at \$1400 per mos. As I mentioned we seek the lowest possible monthly payment. Do you have any other options?

Brent

541 661-7280

[Quoted text hidden]

---

Mel Kuhlman <mel@hilfinancial.com>

Thu, Sep 7, 2017 at 6:01 AM

To: Brent Ferguson &lt;brent@portofbrookingsharbor.com&gt;

It sounds like you have it taken care of. I can't do any better than that.

!!!





Brent Ferguson &lt;brent@portofbrookingsharbor.com&gt;

---

US Bank

1 message

Secciani, Kyle R &lt;kyle.secciani@usbank.com&gt;

Wed, Sep 6, 2017 at 2:39 PM

To: "brent@portofbrookingsharbor.com" &lt;brent@portofbrookingsharbor.com&gt;

Brent,

All our municipal districts must go through our government banking arm and we cannot send any letter of interest or potential rate scenarios in the requested manner or timeframe.

Best,

Kyle Secciani

Business Banking Specialist

541.474.5011 | [kyle.secciani@usbank.com](mailto:kyle.secciani@usbank.com)**U.S. Bank**400 SW Sixth, Grants Pass, OR 97526 | PD-OR-3112 | [www.usbank.com](http://www.usbank.com)

U.S. BANCORP made the following annotations

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Brent Ferguson &lt;brent@portofbrookingsharbor.com&gt;

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**Cat Financial Program Offer - Follow Up**

1 message

Sheila.Swedberg@cat.com &lt;Sheila.Swedberg@cat.com&gt;

Tue, Aug 22, 2017 at 1:31 PM

To: brent@portofbrookingsharbor.com

Cc: BWHuntley@petersoncat.com

Hi Brent,

Following up on our conversation this morning, here is the detail on Cat Financial's current 1.9% for 72 months offer:

*\$100K = \$1471. - per mos*

"BCP Natl Campaign Offer - US Dealers. Offers 1.9% for 72 months financing through Cat Financial on BCP Models. Financing & published rate are subject to credit approval through Cat Financial. Available for private customers only". As a result, this would exclude our Governmental customers from eligibility unfortunately.

Please let me know if you have any other questions or if I can assist further.

Thanks,

**Sheila Swedberg**

Territory Manager - Oregon

Caterpillar Financial Services Corporation

Cell: 503-915-9356

Fax: 615-341-3746

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



Brent Ferguson &lt;brent@portofbrookingsharbor.com&gt;

**tele-handler financing request**

1 message

Randall L. Mason &lt;rmason@roguecu.org&gt;

Fri, Sep 8, 2017 at 3:10 PM

To: "brent@portofbrookingsharbor.com" &lt;brent@portofbrookingsharbor.com&gt;

Cc: "Theresa R. Dillon" &lt;tdillon@roguecu.org&gt;

hi Brent;

Here are some general terms that we could consider in response to a financing proposal request I received from you as representative of the Port of Brookings Harbor to finance the purchase of equipment: a 12 ton tele handler:

Loan amount: \$100,000

Length of loan: 5 years, max

Amortization: 7 years, max

Interest rate: interest rate will be variable annually, and tied to the One-year constant maturity Treasury rate. Based on underwriting, the rate could be within a range of 4.73% to 5.73%

Approximate loan payment at 4.730% would be \$1,401

Approximate loan payment at 5.730% would be \$1,448

This email and its contents are only an expression of interest on the part of RCU. It is not a commitment to grant any financial accommodations of any kind or nature. RCU's approval will be subject to a complete submission by you of a loan package and such other data, financial statements and other information as the RCU and its counsel shall require. Any financial accommodations that will be extended by RCU, if any, shall be subject to RCU's underwriting procedure and approval of the RCU's appropriate delegated authority. All loan documents and submissions are to be in form and content satisfactory to the RCU in its sole discretion.

This email and its contents are furnished as a guideline for future discussions. Only formal written documents in form and content approved by RCU will bind the RCU in any manner.

**Randall Mason**

Senior Business Relationship Manager

541-813-2021 | 541-326-0605 (fax)

[www.roguecu.org](http://www.roguecu.org)

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## OLD BUSINESS AGENDA ITEM

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**DATE:** *September 19, 2017*  
**RE:** *RV Park Electrical Update*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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### OVERVIEW

- Power meter at Site 43 that provides power for Sites 29 thru 57 failed.
- Double "E" Engineering conducted the site visit on September 7, 2017 and provided recommendation to repair Sites 29 thru 57.
- Meter and power was disconnected by Coos Curry Electric on September 5<sup>th</sup>. Sites 29 thru 57 are now without power.

### DOCUMENTS

- Double "E" Engineering Site Evaluation, 8 pages

### COMMISSIONERS ACTION

- Board review, discussion and decision on direction to proceed.

To:

Gary Dehlinger  
Port of Brookings Harbor

Project:

Beachfront RV Park Evaluation

Report Date:

September 8, 2017

Visit Date:

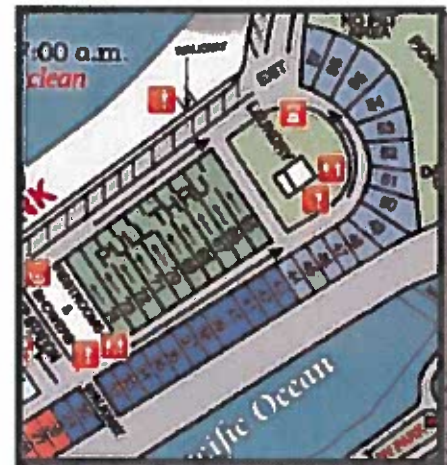
September 7, 2017

At your request, Double 'E' Engineering, LLC has performed a site evaluation of the Beachfront RV Park electrical infrastructure. The evaluation includes specific recommendations related to the failed circuit breaker serving sites 29-43 as well as additional site-wide observations. This report will be broken into sections based on electrical service as determined by the serving meter number.

Utility Meter #64941: Serves sites 29-57 and is located in RV site 43. The electrical service associated with Meter #64941 contains (2) main circuit breakers:

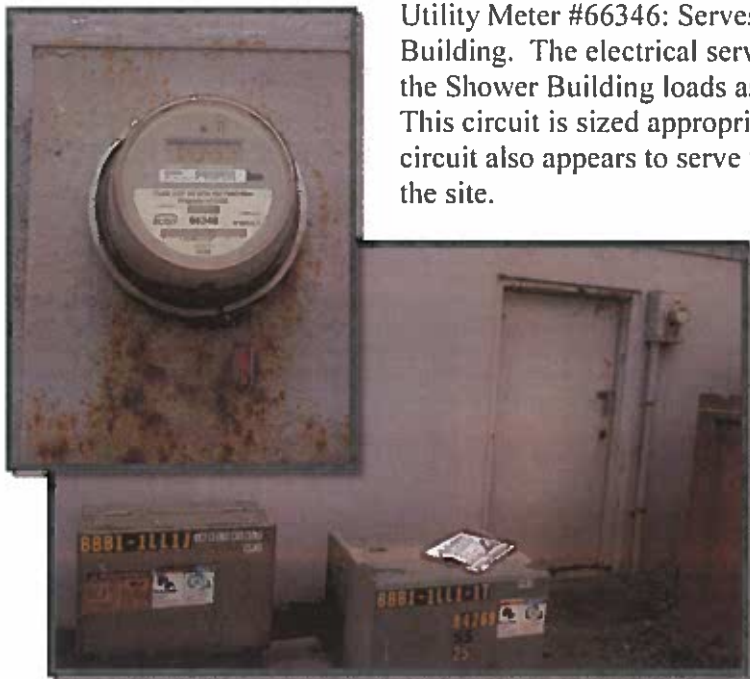
- 125 amp, 240 volt, 2-pole breaker serves sites 29-43. This is the circuit breaker that failed, causing the ultimate shut-down of all sites on this meter. There are (9) 50 amp, 240 volt pedestals and (6) 30 amp, 120 volt pedestals on this circuit. The NEC demand calculation for this circuit is 51,840 VA which would require a 225 amp, 2-pole circuit breaker. **This circuit is overloaded.**

<u>EXISTING</u>		<u>NEC REQUIRED</u>	
BREAKER	125	BREAKER	225
WIRE	2/0 AL	WIRE	#300 AL



Recommendations to provide a "quick fix" for the overloaded circuit are as follows:

1. Disable all 50 amp, 240 volt receptacles in the 125 amp circuit. This means that each of these sites would be limited to a maximum of 30 amps at 120 volts.
  2. Open each pedestal and verify that connection of the 120 volt breakers alternates from pedestal to pedestal. For example: Odd numbered sites are connected to Phase 'A' while even numbered sites are connected to Phase 'B'. This method of connection will ensure that individual phases are balanced.
  3. Replace the temporary 100/2 breaker with a new 125/2breaker.
- 150 amp, 240 volt, 2-pole breaker serves sites 44-57. This circuit is sized appropriately per NEC for the designed load.



Utility Meter #66346: Serves sites 65-74 and is located at the Shower Building. The electrical service associated with Meter #66346 serves the Shower Building loads as well as serving a single set of RV sites. This circuit is sized appropriately per NEC for the designed load. This circuit also appears to serve the restroom building at the north end of the site.

Utility Meter #66347: Serves sites 1-28 and is located in RV Site 13. The electrical service associated with Meter #66347 contains (2) main circuit breakers:

- 125 amp, 240 volt, 2-pole breaker serves sites 1-12. According to indications elsewhere, the Manager's Site that occupies RV space 7 & 8 is served by a separate service. There are (10) 50 amp, 240 volt pedestals on this breaker. The NEC demand calculation for this circuit is 48,000 VA which would require a 200 amp, 2-pole breaker. **This circuit is overloaded.** A quick resolution for this circuit would be to disable 7 of the 50 amp receptacles resulting in (7) 30 amp, 120 volt pedestals and (3) 50 amp, 240 volt pedestals.

EXISTING		NEC REQUIRED	
BREAKER	125	BREAKER	200
WIRE	2/0 AL	WIRE	#250 AL



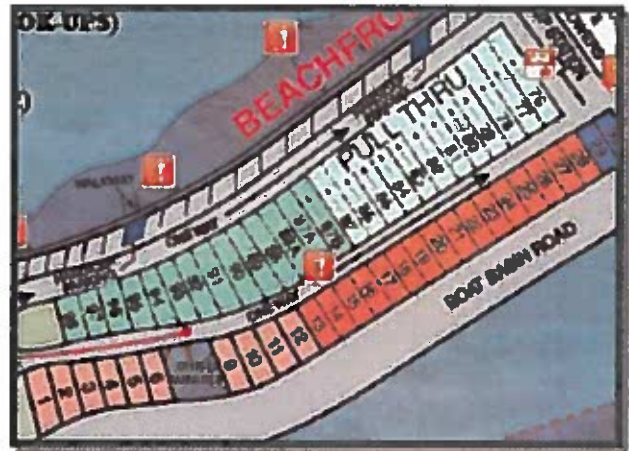
- 150 amp, 240 volt, 2-pole breaker serves sites 13-28. There are (16) 50 amp, 240 volt pedestals on this breaker. The NEC demand calculation for this circuit is 72,192 VA which would require a 350 amp, 2-pole breaker. **This circuit is overloaded.** A quick resolution for this circuit would be to disable 13 of the 50 amp receptacles resulting in (13) 30 amp, 120 volt pedestals and (3) 50 amp, 240 volt pedestals.

EXISTING		NEC REQUIRED	
BREAKER	150	BREAKER	350
WIRE	3/0 AL	WIRE	#500 AL



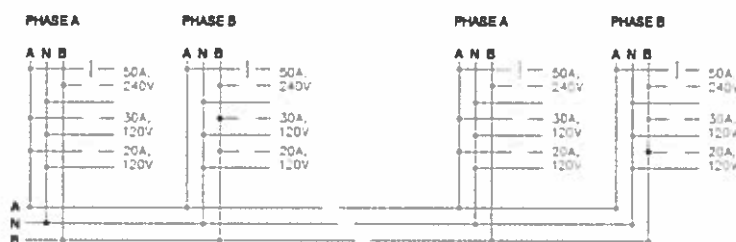
Utility Meter #66348: Serves sites 76-98 and is located in RV Site 87A. The electrical service associated with Meter #66348 contains (4) main circuit breakers:

- 125 amp, 240 volt, 2-pole breaker serves sites 88A-98. There are (2) 50 amp, 240 volt pedestals on this breaker (even though the office documentation indicates that this is all 30 amp sites). This circuit is sized appropriately per NEC for the designed load.
- 125 amp, 240 volt, 2-pole breaker serves sites 76-87. There are (12) 30 amp, 120 volt pedestals on this breaker. This circuit is sized appropriately per NEC for the designed load. As an upgrade, (2) of these sites could be upgraded to 50 amp, 240 volt pedestals.
- 125 amp, 240 volt, 2-pole breaker appears to serve site 87B. This is a very odd situation that should be further researched by a qualified electrician. This circuit could be used to off-load adjacent sites and provide additional 50 amp sites.
- 40 amp, 240 volt, 2-pole breaker appears to serve site 87A. This circuit is sized appropriately per NEC for the designed load. This is listed as a 30 amp, 120 volt site, but could easily be a 50 amp, 240 volt site.



#### General Observations:

1. Some of the 50 amp receptacles that were spot tested indicated trace amounts of electrical voltage. The following three items should diagnose the problem and rectify this situation.
2. Each pedestal should be thoroughly inspected and cleaned.
3. Verify that connection of the 120 volt breakers alternates from pedestal to pedestal. For example: Odd numbered sites are connected to Phase 'A' while even numbered sites are connected to Phase 'B'. This method of connection will ensure that individual phases balanced.



ALTERNATING 120-VOLT CONNECTION

4. The 50 amp breaker and receptacles should be removed (with appropriate coverplates installed) in all pedestals that are designated 30 amp, 120 volt only.
5. The current NEC requires that 20 % of the sites are equipped with 50 amp, 240 volt pedestals. With the proposed "quick fixes" only 11 out of 90 RV sites would be 50 amp.
6. Most of the meter bases and distribution panels are suffering from extensive corrosion and should be replaced with equipment that would withstand the salt air environment.
7. If The Port elects to redesign the electrical service to the RV Park, consideration should be made to consolidating distribution to minimize the quantity of meters as well as strategically placing the panels so that they can be further protected from the elements.



8. The Electrical Shed at RV Site 87A is suffering from extensive deterioration. Besides the siding issues, the light is non-functional and the door only partially opens. This facility should be replaced.

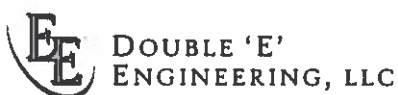


Respectfully Submitted,



Greg Pride, PE  
Principal

DOUBLE 'E' ENGINEERING, LLC



315 Ash Street  
Myrtle Point, Oregon 97458



<u>SITE</u>	<u>AMPS</u>	<u>VOLTAGE</u>	<u>VA</u>
29	50	240	9600
30	50	240	9600
31	50	240	9600
32	50	240	9600
33	50	240	9600
34	30	120	3600
35	50	240	9600
36	30	120	3600
37	50	240	9600
38	50	240	9600
39	30	120	3600
40	30	120	3600
41	50	240	9600
42	30	120	3600
43	30	120	3600

<u>CONNECTED</u>	
<u>VA</u>	<u>AMPS</u>
108,000	450
<u>NEC DEMAND FACTOR</u>	
15	SITES
48%	DEMAND FACTOR
<u>VA</u>	<u>AMPS</u>
51,840	216

<u>EXISTING</u>		<u>NEC REQUIRED</u>	
BREAKER	125	BREAKER	225
WIRE	2/0 AL	WIRE	#300 AL

<u>SITE</u>	<u>AMPS</u>	<u>VOLTAGE</u>	<u>VA</u>
44	50	240	9600
45	50	240	9600
46	30	120	3600
47	30	120	3600
48	50	240	9600
49	30	120	3600
50	30	120	3600
51	30	120	3600
52	30	120	3600
53	30	120	3600
54	30	120	3600
55	30	120	3600
56	30	120	3600
57	30	120	3600

<u>CONNECTED</u>	
<u>VA</u>	<u>AMPS</u>
68,400	285
<u>NEC DEMAND FACTOR</u>	
14	SITES
48%	DEMAND FACTOR
<u>VA</u>	<u>AMPS</u>
32,832	137

<u>EXISTING</u>		<u>NEC REQUIRED</u>	
BREAKER	150	BREAKER	150
WIRE	3/0 AL	WIRE	3/0 AL

Meter #64941

Double 'E' Engineering, LLC

9/8/2017

<u>SITE</u>	<u>AMPS</u>	<u>VOLTAGE</u>	<u>VA</u>
65	30	120	3600
66	50	240	9600
67	30	120	3600
68	30	120	3600
69	30	120	3600
70	30	120	3600
71	30	120	3600
72	30	120	3600
73	30	120	3600
74	30	120	3600

<u>CONNECTED</u>	
<u>VA</u>	<u>AMPS</u>
42,000	175
<u>NEC DEMAND FACTOR</u>	
10	SITES
50%	DEMAND FACTOR
<u>VA</u>	<u>AMPS</u>
21,000	88

<u>EXISTING</u>		<u>NEC REQUIRED</u>	
BREAKER	125	BREAKER	100
WIRE	2/0 AL	WIRE	#1 AL

Meter #66346

Double 'E' Engineering, LLC

9/8/2017

<u>SITE</u>	<u>AMPS</u>	<u>VOLTAGE</u>	<u>VA</u>
1	50	240	9600
2	50	240	9600
3	50	240	9600
4	50	240	9600
5	50	240	9600
6	50	240	9600
9	50	240	9600
10	50	240	9600
11	50	240	9600
12	50	240	9600

<u>CONNECTED</u>	
<u>VA</u>	<u>AMPS</u>
96,000	400
<u>NEC DEMAND FACTOR</u>	
10	SITES
50%	DEMAND FACTOR
<u>VA</u>	<u>AMPS</u>
48,000	200

<u>EXISTING</u>		<u>NEC REQUIRED</u>	
BREAKER	125	BREAKER	200
WIRE	2/0 AL	WIRE	#250 AL

<u>SITE</u>	<u>AMPS</u>	<u>VOLTAGE</u>	<u>VA</u>
13	50	240	9600
14	50	240	9600
15	50	240	9600
16	50	240	9600
17	50	240	9600
18	50	240	9600
19	50	240	9600
20	50	240	9600
21	50	240	9600
22	50	240	9600
23	50	240	9600
24	50	240	9600
25	50	240	9600
26	50	240	9600
27	50	240	9600
28	50	240	9600

<u>CONNECTED</u>	
<u>VA</u>	<u>AMPS</u>
153,600	640
<u>NEC DEMAND FACTOR</u>	
16	SITES
47%	DEMAND FACTOR
<u>VA</u>	<u>AMPS</u>
72,192	301

<u>EXISTING</u>		<u>NEC REQUIRED</u>	
BREAKER	150	BREAKER	350
WIRE	3/0 AL	WIRE	#500 AL

Meter #66347

Double 'E' Engineering, LLC

9/8/2017

<u>SITE</u>	<u>AMPS</u>	<u>VOLTAGE</u>	<u>VA</u>
88A	30	120	3600
88	30	120	3600
89	30	120	3600
90	30	120	3600
91	30	120	3600
92	30	120	3600
93	30	120	3600
94	30	120	3600
95	30	120	3600
96	50	240	9600
97	50	240	9600
98	30	120	3600

<u>CONNECTED</u>	
<u>VA</u>	<u>AMPS</u>
55,200	230
<u>NEC DEMAND FACTOR</u>	
12	SITES
50%	DEMAND FACTOR
<u>VA</u>	<u>AMPS</u>
27,600	115

<u>EXISTING</u>		<u>NEC REQUIRED</u>	
BREAKER	125	BREAKER	125
WIRE	2/0 AL	WIRE	1/0 AL

<u>SITE</u>	<u>AMPS</u>	<u>VOLTAGE</u>	<u>VA</u>
76	30	120	3600
77	30	120	3600
78	30	120	3600
79	30	120	3600
80	30	120	3600
81	30	120	3600
82	30	120	3600
83	30	120	3600
84	30	120	3600
85	30	120	3600
86	30	120	3600
87	30	120	3600

<u>CONNECTED</u>	
<u>VA</u>	<u>AMPS</u>
43,200	180
<u>NEC DEMAND FACTOR</u>	
12	SITES
50%	DEMAND FACTOR
<u>VA</u>	<u>AMPS</u>
21,600	90

<u>EXISTING</u>		<u>NEC REQUIRED</u>	
BREAKER	125	BREAKER	100
WIRE	2/0 AL	WIRE	#1 AL

Meter #66348

Double 'E' Engineering, LLC

9/8/2017

# OLD BUSINESS AGENDA ITEM

---

**DATE:** *September 19, 2017*  
**RE:** *Wildfire & Fire Camp Update*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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## OVERVIEW

- USDA Forest Service removed the camp from the Kite Field and RV Park on August 30th.
- USDA Forest Service continues to use the retail parking lot and dirt area for staging, inspection and washing. Estimate the usage until the end of the incident.

## DOCUMENTS

- August 30, 2017 Land Use Agreement Amendment # 2, 2 pages

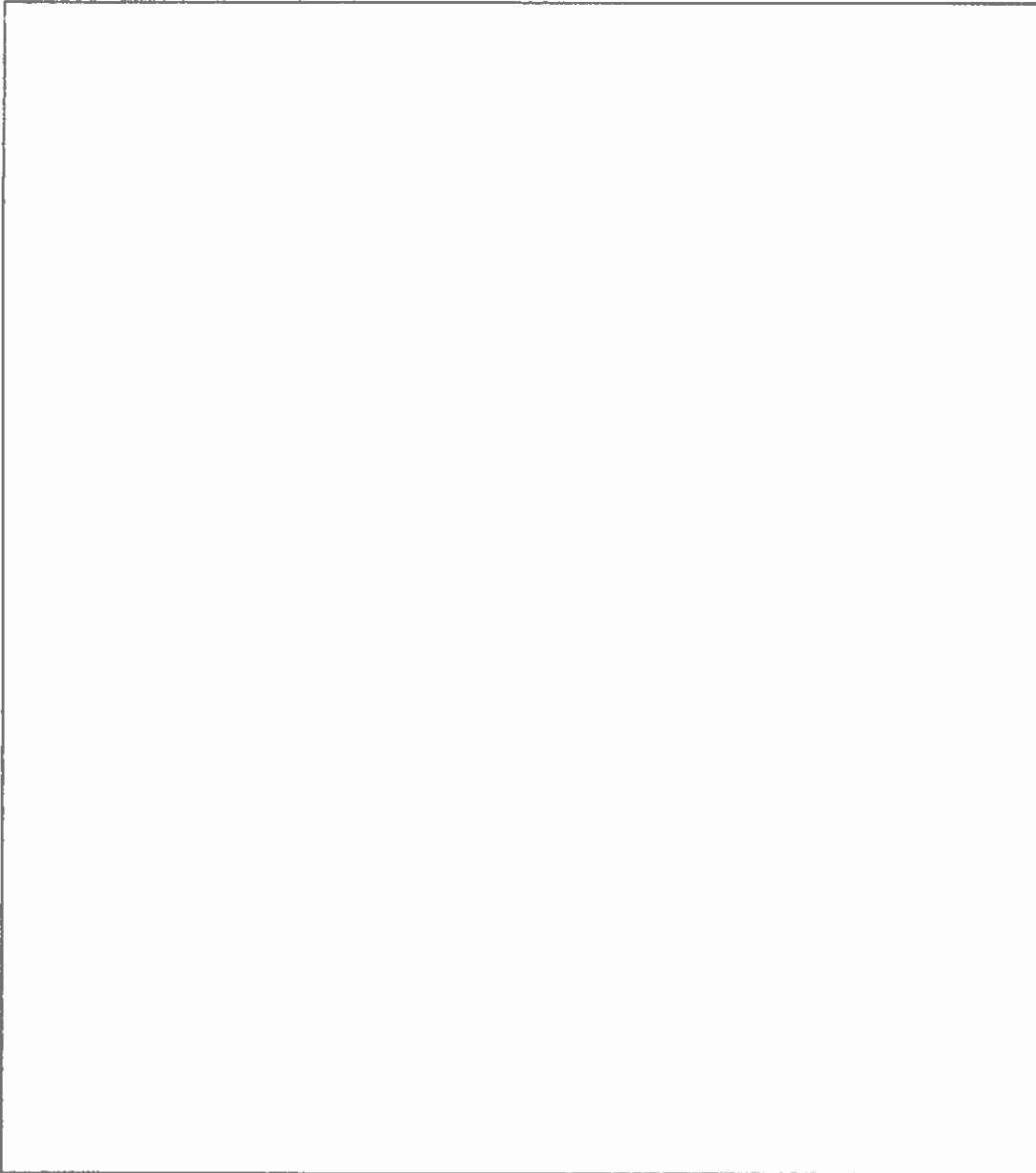
## COMMISSIONERS ACTION

- None

## EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number) <b>USDA Forest Service</b> <b>Rogue River-Siskiyou National Forest Service</b> <b>3040 Biddle Road</b> <b>Medford, OR 97504</b>		Page <u>1</u> of <u>2</u> AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER  <b>AMENDMENT #2</b> <b>AG-04N7-P-17-5246</b>	
Phone: <b>441-618-2021</b>		EFFECTIVE DATES a. beginning <b>08/29/2017</b> b. ending <b>End of Incident</b>	
OWNER (name, address, phone number-include day/night/cell/fax)  <b>Port of Brookings Harbor</b> <b>16340 Lower Harbor Rd Ste 103</b> <b>Brookings, OR 97415-8303</b> <b>Angi Christian - 541-661-7930</b> <b>DUNS: 052042553</b>		INCIDENT NAME <b>Chetco Bar Fire</b> INCIDENT NUMBER <b>OR-RSF-000326</b> RESOURCE ORDER NUMBER <b>S-446</b> JOB CODE (P#) AND OVERRIDE <b>P6K6EM (0610)</b>	
TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN			
The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as: <b>Fire Incident Command Camp (ICP).</b>			
<b>DESCRIPTION OF LAND/FACILITIES:</b> Harbor Kite Field. See attached letter from Port of Brookings Harbor for additional land and cost. As of August 29, 2017 the rates are amended as follows; to delete all areas used with the exception of the Staging Area 4 at .5 acres. County: <u>Curry</u> State: <u>Oregon</u>			
<b>ORDINARY WEAR AND TEAR:</b> Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.			
<b>RATE:</b> August 19, 2017 through August 21, 2017; \$1,285/day; \$8,150/Week, not to exceed \$25,500 a month. August 21, 2017 through August 29, 2017; \$1,486/day; \$9,424/Week, not to exceed \$29,485 a month. August 30, 2017 through end of incident \$251.25/day (1.25 acres @ \$201/acre)			
<b>UTILITIES AND SERVICES:</b> NONE [X] The above rate includes utility charges for the following: <input type="checkbox"/> GAS X ELECTRICITY X WATER X TOILET SUPPLIES X JANITORIAL SERVICES & SUPPLIES <input type="checkbox"/> TRASH REMOVAL X SEPTIC SERVICE <input type="checkbox"/> EXISTING TELECOMMUNICATIONS [ ] The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____			
<b>RESTORATION:</b> Restoration beyond ordinary wear and tear. (check only one) [ ] The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: [X] The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.			
<b>ALTERATIONS:</b> The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.			
<b>ORAL STATEMENTS:</b> Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.			
<b>CONDITION REPORTS:</b> A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.			
<b>OTHER:</b> Describe in detail: _____			
<b>TERMS AND CONDITIONS:</b> See attachment.			
<b>CHECKLIST(s):</b> See attachment.			

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.



ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

OWNER / OWNER'S AGENT SIGNATURE: <i>Christian</i>	DATE: <i>8/30/17</i>	CONTRACTING OFFICER'S SIGNATURE: JOCELYN LITTLECHIEF	DATE: Digitally signed by JOCELYN LITTLECHIEF Date: 2017.08.30 09:46:47 -07'00'
PRINT NAME AND TITLE:  Angi Christian, President of Board of Commissioners  PHONE NUMBER (541) 661-7930		PRINT NAME AND TITLE:  Jocelyn Littlechief, Contracting Officer  PHONE NUMBER: (580) 450-5740	

## OLD BUSINESS AGENDA ITEM

---

**DATE:** *September 19, 2017*  
**RE:** *Written Statement of Work for General Port Counsel*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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### OVERVIEW

- Board directed the Port Manager to prepare a written statement of work to be approved by the Board of Commissioners prior to actively soliciting.

### DOCUMENTS

- General Port Counsel, statement of work, 2 pages

### COMMISSIONERS ACTION

- Board review and approval of written statement of work for soliciting general port counsel.





# Port of Brookings Harbor

*A Special District of the State of Oregon*

## GENERAL PORT COUNSEL

The Port of Brookings Harbor, a Special District of the State of Oregon, is soliciting for general port counsel. We invite skilled attorneys with local government experience to apply for this position.

### ABOUT THIS POSITION:

You will report directly to the Port Manager and will be responsible for a wide range of legal matters, including but not limited to: public records, meetings & contracts, preparation of ordinances & resolutions, employment, leases, boundary issues, board operation and ethics.

### RESPONSIBILITIES:

- Advise and counsel the Port Manager and/or the Board of Commissioners regarding a wide variety of issues relating to local government;
- Prompt communication via telephone and email;
- Draft, review, negotiate and approve contracts, especially leases, with Port customers and tenants.
- Work with our insurer on worker's compensation and third-party claims;
- Conduct research on a wide variety of issues and draft memos summarizing the research; and
- Lead responses to audits and investigations.
- Attend commissioner meetings as requested.

### QUALIFICATIONS:

- Member of the Oregon State bar;
- 5+ years of legal experience with a primary emphasis on local government, specifically special districts;
- Must be familiar with employment law, SDAO, OSHA and litigation management;
- Demonstrated sound business and legal judgement;
- Excellent organizational skills and ability to manage multiple projects simultaneously;
- Excellent writing and legal research skills

Many issues may be handled via phone or email correspondence, however occasional travel may be required if the Port Manager or Board of Commissioners request that you be present for a meeting.

## **HOW TO APPLY:**

If you are interested in representing the Port of Brookings Harbor as legal counsel, please send a cover letter, C.V., and any other pertinent materials to:

Port of Brookings Harbor  
P.O. Box 848  
Brookings, OR 97415  
info@portofbrookingsharbor.com

## **ABOUT THE PORT OF BROOKINGS HARBOR:**

The Port District of Brookings Harbor covers an area of 400 square miles reaching from the mouth of the Chetco River to the Oregon-California border, north to the drainage of the Pistol River, and east to the Curry-Josephine County line. The Port District is governed by a five-member commission elected at-large from the district, which has a population of approximately 16,000 people. The five-member Port Commission is responsible for all the activities of the Port and the management of public assets. Commissioners are elected at large from the district residents and serve without compensation for a term of four years. There are four official positions within the Commission: President, Vice President, Treasurer and Secretary. These positions are filled by election, within the Commission.

The Mission of the Port of Brookings Harbor is to preserve and enhance its economic activities; to facilitate, through the creation of local, state and federal partnerships, the full economic potential of the Port of Brookings Harbor and Curry County; and to develop a course of action, that over time, ensures the self-sufficiency of the Port District. The Commissioners, Management and Staff of the Port of Brookings Harbor recognize their primary responsibility is to optimally manage the publicly owned assets of the Port for serving the public interest by encouraging economic growth of the Port District as well as Curry County.

- The Port of Brookings Harbor District covers over 400 square-miles.
- The assessed valuation of the Port District is \$968,000,000.
- The Port of Brookings Harbor represents over 75 percent of the population base for Curry County.
- The Port of Brookings is the busiest recreational Port on the Oregon Coast with more than 31,000 bar crossings and more than 95,000 recreational users annually.
- The Port has more than 5,000 commercial fishing vessels that visit the Port annually.
- The Port moves more than 20 million pounds of bait, fuel, ice and fish products across its docks annually.
- Because of its location and geographical configuration, the Port of Brookings Harbor is listed as a "Harbor of Refuge" by the U.S. Coast Guard.
- The Chetco River, on which the Port is located, is the safest bar on the Oregon Coast with more than 280 passable days per year.
- The Port of Brookings Harbor is classified as a Shallow-draft harbor. Shallow-draft harbors are defined as those with 14 feet or less depth.
- Shallow-draft harbors are dependent upon commercial and recreational fishing to maintain port infrastructure.

## NEW BUSINESS AGENDA ITEM

---

**DATE:** *September 19, 2017*  
**RE:** *Pacifica Boat Basin, LLC Lease Request*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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### OVERVIEW

- Snazuk property was sold to new owners Pacifica Boat Basin, LLC.
- Consent to Lease Assignment was approved by the Board of Commissioners on February 21, 2017 to the new owners Pacifica Boat Basin, LLC.
- Pacifica Companies is working on getting financing for Brest Western and have requested a new lease agreement through their lender's counsel.

### DOCUMENTS

- "Draft" Ground Lease Estoppel and Amendment, 14 pages

### COMMISSIONERS ACTION

- Port counsel has reviewed the draft lease document and provided guidance to the Board of Commissioners.

**GROUND LEASE ESTOPPEL AND AMENDMENT**

THIS **GROUND LEASE ESTOPPEL AND AMENDMENT** (this “**Agreement**”), dated as of \_\_\_\_\_, 2017, is entered into by and among **PORT OF BROOKINGS HARBOR**, a Municipal Corporation of the State of Oregon, having an address at P.O. Box 848, Brookings, Oregon 97415 (“**Lessor**”); **PACIFICA BOAT BASIN, LLC**, an Oregon limited liability company, with an address at 1775 Hancock Street, Suite 200, San Diego, California 92110 (“**Lessee**”); and **BARCLAYS BANK PLC**, a public company registered in England and in Wales, (together with its successors and assigns, “**Lender**”), having an address at 745 Seventh Avenue, New York, New York 10019.

**RECITALS**

A. Pursuant to that certain Commercial Lease, dated June 1, 2011, made by and between Lessor, as landlord, and David R. Snazuk and Robert S. Snazuk, as tenants (collectively, “**Tenant**”), between Lessor and Tenant (the “**Lease**”), Lessor leased to Tenant certain real property described on Exhibit A attached hereto (together with all rights of way, easements and appurtenances relating thereto, the “**Property**”).

B. [Need assignment of lease to Beachfront Properties, Inc. (“**Beachfront**”)]

C. Pursuant to that certain Assignment and Assumption of Parking Lot Lease, entered into as of April 11, 2017, by and between Beachfront, as assignor, and Lessee, as assignee, Beachfront assigned, transferred and set over to the Lessee all of Beachfront’s right, title and interest, in, to and under the Lease.

D. Lender intends to extend a loan (the “**Loan**”) to Lessee to be evidenced by that certain Promissory Note of even date herewith made by Lessee, as maker, and payable to the order of Lender, as payee (the “**Note**”), which is secured by, inter alia, that certain first lien Fee and Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing granted by Lessee in favor of Lender (the “**Security Instrument**”) encumbering the Lease and Lessee’s leasehold estate in the Property, all improvements thereon, and certain other property owned by Lessee (collectively the “**Mortgaged Property**”). The Note, the Security Instrument and all other documents executed in connection with the Loan are collectively referred to herein as the “**Loan Documents**”. Any terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, to induce Lender to make the Loan to Lessee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Lessor’s Representations and Warranties. Lessor represents and warrants to Lender and Lessee the following:

(a) Lease. A true, correct and complete copy of the Lease is attached hereto as Exhibit B, and the Lease has not been amended or modified except as

expressly set forth in Exhibit B. The Lease is in full force and effect and constitutes the entire agreement between Lessor and Lessee with respect to the Property, as assigned by Beachfront to Lessee. Lessee has accepted and is occupying the entire premises demised under the Lease, and all improvements to the Property required under the Lease to have been performed by Lessor or Lessee have been completed. The Lease constitutes the legal, valid and-binding obligation of Lessor, enforceable against Lessor in accordance with its terms.

- (b) Fee Ownership. Lessor is the sole record owner of the fee interest in the Property, and holder of the landlord's interest in, to and under the Lease.
- (c) Rent. The base rent payable under the Lease currently is \$\_\_\_\_\_ per annum, which base rent is paid in equal monthly installments in advance on the first (1<sup>st</sup>) day of each month, and such rent has been paid through the month of \_\_\_\_\_, \_\_\_\_\_. No percentage rent is payable under the Lease.
- (d) Term; Options. The current term of the Lease commenced on \_\_\_\_\_ and expires on \_\_\_\_\_. Lessee has no (i) option or other right to extend the term of the Lease beyond \_\_\_\_\_, or (ii) purchase option or right of first refusal with respect to the Property.
- (e) Security Deposit. Lessee has deposited \$\_\_\_\_\_ with the Lessor as a security deposit pursuant to the terms of the Lease.
- (f) Defaults; Offsets. Neither Lessor nor Lessee is in default under the Lease, nor does Lessor or Lessee have any knowledge of the existence of any event which, with the giving of notice, the passage of time, or both, would constitute a default by Lessor or Lessee under the Lease. There are no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease, or the rents or other charges due thereunder, or any amounts owing under any other agreement. All monetary obligations due under the Lease to date have been fully and currently paid. Except as otherwise stated in clause (e) above, Lessee has no claim against Lessor for any security, rental, cleaning or other deposits. No controversy presently exists between Lessor and Lessee, including any litigation or arbitration, with respect to the Lease or the Property.
- (g) No Mortgages on Fee Interest. Lessor has not assigned, transferred, sold, encumbered or mortgaged its interest in the Lease, the Property, or any part thereof except as expressly set forth in Exhibit C, and there currently are no mortgages, deeds of trust or other liens or security interests encumbering Lessor's fee interest in the Property or any part thereof, except as set forth in Exhibit C. No third party has any option, preferential right or right of first refusal to purchase the Property or any part thereof or Lessor's underlying fee interest. No consent or approval of any third party

is required in order for Lessor to deliver this Agreement and to fully perform Lessor's obligations hereunder, in favor of Lender or any other mortgagee in connection with any refinancing of the Security Instrument which refinancing shall be upon terms and conditions as Lessee may agree in its sole discretion.

- (h) Eminent Domain. Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessee's or Lessor's interest in the Property.
- (i) Security Interest. The parties hereto acknowledge that Lender's security interest in the Lease shall extend to Lessee's leasehold estate in the Property, the improvements thereon, and all of Lessee's personal property located on the Property, as more fully described in the Loan Documents. Lessor hereby acknowledges such security interest of Lender and agrees that no further notice is required under the Lease. Lessor further agrees that this Agreement shall satisfy any requirement under the Lease regarding requests for notice from Lender. Lessor shall send all notices, statements, information and communications to Lender in accordance with the provisions set forth below.
- (j) No Bankruptcy. No bankruptcy proceedings, whether voluntary or otherwise, are pending, or to the best knowledge of Lessor, threatened, against Lessor.

2. Lease Amendments. Notwithstanding anything in the Lease to the contrary, Lessor and Lessee hereby agree that the Lease is hereby amended to add the following Section \_\_\_\_\_:

\_\_\_\_. The provisions of this Section shall supersede any contrary or inconsistent provisions in the Lease and in the event of any inconsistency between the provisions of this Section and any other provision of the Lease, the provisions of this Section shall govern.

- \_\_\_\_.1. Lessee's Right to Mortgage Lease; Recognition of Lender as Leasehold Mortgagee. Lessee shall have the absolute right, without seeking the consent or approval of Lessor, to grant a first lien leasehold mortgage or deed of trust, as the case may be [**Lessor consents to Lessee granting a first lien leasehold mortgage encumbering Lessee's interest in the Property and in the Lease to and in favor of Lender, and any subsequent Lender**] (as the same may be amended from time to time, the "**Security Instrument**"), encumbering Lessee's interest in the demised premises (the "**Property**") and in the Lease. Lessor hereby recognizes and acknowledges that the first priority leasehold mortgage or deed of trust (as applicable) from Lessee to Barclays Bank PLC (together with its successors and assigns, "**Lender**") constitutes a "**Security Instrument**" and that Barclays Bank PLC constitutes a "**Lender**" as those terms are

defined in this Section. “**Lender**” as used herein shall mean at any point in time, the holder of a Security Instrument. “**Security Instrument**” as used herein shall mean at any point in time, a first lien leasehold mortgage or deed of trust, as the case may be (as the same may be amended from time to time), encumbering Lessee’s interest in the Property and the Lease.

- \_\_\_2. Right to Perform for Lessee; Right to Cure. [In addition to the rights provided in Section \_\_\_ of the Lease,] Lessor acknowledges and agrees that Lender shall have the right to perform or comply with any term, covenant, condition or agreement to be performed by Lessee under the Lease and Lessor shall accept such performance or compliance by Lender with the same force and effect as if furnished by Lessee. In the event of a monetary default by Lessee under the Lease and prior to any termination of the Lease by Lessor, Lessor acknowledges and agrees that Lessor shall provide Lender with written notice of the same and Lender shall have the right (but not the obligation) to remedy such monetary default by paying any past due amounts under the Lease (and without regard to any acceleration of rent) within the same period of time as Lessee has under the Lease, plus an additional sixty (60) days. In the event of a non-monetary default by Lessee hereunder and prior to any termination of the Lease by Lessor, Lessor acknowledges and agrees that Lessor shall provide Lender with written notice of the same and Lender shall have the right (but not the obligation) to remedy or cause to be remedied any such non-monetary default within the same period of time as Lessee has under the Lease, plus such additional time as Lender reasonably requires to remedy or cause to be remedied such non-monetary default. Lessor agrees that Lessor shall not terminate the Lease in connection with any such non-monetary default which Lender has elected to remedy or cause to be remedied so long as Lender attempts to remedy such default with diligence toward completion.
- \_\_\_3. Lender’s Consent. Neither Lessor nor Lessee will amend, modify, terminate, cancel or surrender the Lease without Lender’s prior written consent, and unless such prior written consent is obtained, any such action shall be null and void and of no force or effect.
- \_\_\_4. Delivery of Notices. Lessor shall simultaneously deliver to Lender copies of all notices, statements, information and communications delivered or required to be delivered to Lessee pursuant to the Lease, including, without limitation, any notice of any default by Lessee. In addition, Lessor shall promptly notify Lender in writing of any failure by Lessee to perform any of Lessee’s obligations under the Lease. No notice, statement, information, modification, termination or communication given by Lessor to Lessee shall be binding or affect Lender unless a copy of the same shall have simultaneously been delivered to Lender. All notices to Lender shall be addressed as follows: Barclays Bank PLC, 745 Seventh Avenue, New York, New York 10019, Attention: Sabrina Khobie, with a

copy to: POLSINELLI, 600 Third Avenue, New York, New York 10016, Attention: John F. Bricker, or at such other address as Lender shall provide in writing to the other parties hereto, and shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, return receipt requested, or (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery. A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered to the addressee (as evidenced by the receipt) or the first attempted delivery on a business day; or in the case of expedited prepaid delivery, upon the first attempted delivery on a business day.

- \_\_\_5. Lender Not Obligated Under Lease; Permitted Transfers. Unless and until Lender acquires title to the leasehold estate created by the Lease, Lessor hereby acknowledges that the granting of the Security Instrument by Lessee to Lender shall not be deemed to constitute a present assignment or transfer of the Lease or of Lessee's leasehold estate in the Property, nor shall Lender be deemed to be a present assignee or transferee of the Lease or Lessee's leasehold estate, so as to require Lender under any circumstances to assume the performance of any of the terms, covenants or conditions on the part of Lessee to be performed thereunder unless Lender elects to do so in its sole discretion. Notwithstanding the foregoing, the purchaser of Lessee's leasehold estate pursuant to any proceedings for the foreclosure of the Security Instrument (including, without limitation, power of sale) and any assignee or transferee of the Lease and the leasehold estate thereby created under any instrument of assignment or transfer in lieu of the foreclosure (whether to Lender or any third party) shall be deemed to be a permitted purchaser, assignee or transferee (each, a "**Permitted Transferee**") under the Lease and neither Lessee nor any Permitted Transferee shall be required to obtain Lessor's consent to any such sale, assignment or transfer (each a "**Permitted Transfer**"). In acquiring title to the Lease and the leasehold estate created thereby, a Permitted Transferee shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Lessee to be performed under the Lease from and after the date of such Permitted Transfer (but not for any obligations or liabilities accruing prior to such date), and such Permitted Transferee shall be liable for the obligations and liabilities of the Lessee under the Lease only for so long as such Permitted Transferee remains the owner of the Lease and the leasehold estate created thereby. Any further sale, assignment or transfer of the Lease by a Permitted Transferee shall not require the consent of Lessor, and such Permitted Transferee shall have no further obligations or liabilities under the Lease after any new purchaser, transferee or assignee has assumed the obligations of such Permitted Transferee under the Lease.



- \_\_\_6. Lessor's Mortgages. Lessor shall not permit any liens, security interests or other encumbrances to exist on the fee interest in the Property other than the Security Instrument.
- \_\_\_7. Casualty and Insurance Proceeds. So long as the indebtedness or any part thereof evidenced by the Note remains outstanding and unpaid and the Security Instrument remains of record, Lessor and Lessee agree that: (a) the Lease shall not terminate or be cancelled without Lender's prior consent if the Property or any part thereof has been damaged or destroyed by fire or other casualty; (b) the insurance policies required to be maintained pursuant to the Lease shall name Lender as an additional named insured and loss payee/mortgagee; (c) the form of such policies and amounts thereof shall at all times comply with the requirements of the Loan Agreement; (d) Lender shall be entitled, at Lender's option, to participate in any adjustment, settlement or compromise with respect to any insurance claim; and (e) all proceeds of such insurance policies shall be payable first to Lender as loss payee to be applied by Lender in accordance with the terms of the Loan Agreement or other applicable Loan Documents. Lessor hereby subordinates any right it may have under the Lease to receive such proceeds to protect Lender's right to receive such proceeds.
- \_\_\_8. Condemnation and Condemnation Proceeds. So long as the indebtedness or any part thereof evidenced by the Note remains outstanding and unpaid and the Security Instrument remains of record, Lessor and Lessee agree that: (a) the Lease shall not terminate or be cancelled without Lender's prior consent or unless required by law if all or any part of the Property shall be taken or condemned pursuant to an eminent domain proceeding; and (b) any and all awards payable to Lessor or Lessee in connection with any taking or condemnation shall be payable to Lender and disbursed as follows: (i) first, to Lender for the value of the leasehold estate created by the Lease and the value of the improvements located on the Property up to an amount equaling the outstanding principal balance of any loan secured by the Security Instrument, and any interest accrued thereon, and (ii) second, to Lessor and Lessee in accordance with the terms of the Lease. Without limitation of the foregoing, Lender shall have the right to apply its portion of the condemnation proceeds in accordance with the terms of the Loan Documents and shall be entitled, at its option, to participate in any compromise, settlement or adjustment with respect to any condemnation or taking of the Property.
- \_\_\_9. New Direct Lease. If the Lease is cancelled or terminated for any reason (except in connection with bankruptcy proceedings, for which the provisions of Section \_\_\_ are hereby agreed upon by Lessor and Lessee), Lessor hereby agrees that Lessor shall, upon Lender's written election, promptly enter in a new, direct lease with Lender (or its nominee or any other party which Lender may designate, including without limitation,

Lessee) demising the Property on the same terms and conditions as the Lease, it being the intention of the parties to preserve the Lease and leasehold estate created by the Lease for the benefit of Lender without interruption. Such new lease shall be superior to all rights, liens and interests intervening between the date of the Lease and the granting of the new lease and shall be free of any and all rights of Lessee under the Lease.

\_\_\_9.1. Lessee and Lessor acknowledge and agree that Lender shall have the right to encumber such new direct lease and the estate created thereby with a deed of trust or a mortgage (as the case may be) on the same terms and with the same lien priority as the Security Instrument, it being the intention of the parties to preserve the priority of the Security Instrument, the Lease and the leasehold estate created by the Lease for the benefit of Lender without interruption. If the Lease is rejected, cancelled or terminated for any reason and Lender, its nominee or designee enters into a direct lease with Lessor demising the Property, Lessor hereby agrees that it will execute such documents as Lender may require in order to ensure that the new direct lease provides for customary leasehold mortgagee protections, including without limitation, protections similar to those contained herein and in the Lease.

\_\_\_10. Bankruptcy. In the event of any proceeding involving Lessor or Lessee under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect:

(a) If this Lease is rejected in connection with a bankruptcy proceeding by Lessee or a trustee in bankruptcy (or other party to such proceeding) for Lessee, such rejection shall be deemed an assignment by Lessee to the Lender of the Property and all of Lessee's interest under this Lease, and this Lease shall not terminate and the Lender shall have all rights of the Lessee as if such bankruptcy proceeding had not occurred, unless Lender shall reject such deemed assignment by notice in writing to Lessor within thirty (30) days following rejection of this Lease by Lessee or Lessee's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Lease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Lessee or the trustee in connection with any such proceeding, the rights of Lender to a new lease from Lessor pursuant to Section \_\_\_9 hereof shall not be affected thereby.

(b) In the event of a proceeding involving Lessor under the Bankruptcy Code:

(i) In the event the bankruptcy trustee, Lessor (as debtor-in-possession) or any party to such proceeding seeks to reject the Lease pursuant to United States Bankruptcy Code

§365(h)(1), Lessee shall not have the right to treat this Lease as terminated except with the prior written consent of Lender and the right to treat this Lease as terminated in such event shall be deemed assigned to Lender, whether or not specifically set forth in the Security Instrument or the Loan Agreement, so that the concurrence in writing of Lessee and the Lender shall be required as a condition to treating this Lease as terminated in connection with such proceeding.

- (ii) Unless this Lease is treated as terminated in accordance with subsection \_\_\_\_10(b)(i) above, then this Lease shall continue in effect upon all the terms and conditions set forth herein, including rent, but excluding requirements that are not then applicable or pertinent to the remainder of the term of this Lease. Thereafter, Lessee or its successors shall be entitled to any offsets against rent payable under this Lease for the balance of the term of this Lease or extension of this Lease, the value of any damage caused by the nonperformance after the date of such rejection of any obligation of the debtor under this Lease and any damages arising from such bankruptcy, and any such offset shall not be deemed a default under this Lease. The lien of the Security Instrument shall extend to the continuing possessory rights of Lessee following such rejection with the same priority as it would have enjoyed had such rejection not taken place.

- \_\_\_\_.11. No Merger. In the event the ownership of the fee and leasehold interest of the Property become vested in the same person or entity, other than as a result of termination of the Lease, then as long as the Security Instrument shall remain outstanding, such occurrence shall not result in a merger of title. Rather, the Lease and the Security Instrument lien thereon shall remain in full force and effect.
- \_\_\_\_.12. Assignment of Extension/Purchase Rights. Lessee hereby assigns to Lender and grants Lender a security interest in all extension, renewal and/or purchase rights under the Lease. Lessor consents to such assignment and agrees that Lender may exercise such extension renewal and/or purchase rights at its election in accordance with the terms of the Lease.
- \_\_\_\_.13. Assignment and Subletting of Property by Lender. [Notwithstanding the provisions of Sections \_\_\_\_\_ and \_\_\_\_\_ of the Lease to the contrary,] Following a foreclosure of the Security Instrument (or deed in lieu thereof) and the acquisition of the leasehold interest, Lender or its assignee, transferee or nominee may (i) assign or convey the leasehold

interest without obtaining Lessor's prior approval or consent, and (ii) sublease any part or all of the Property without obtaining Lessor's prior approval or consent provided the Property will continue to (i) be used solely for parking by patrons of the Best Western Beachfront Inn and Conference center, restaurant and gift shop, and (ii) conforms with the zoning and other laws applicable to the Property.

- \_\_\_14. Estoppel Certificates. Upon Lender's written request, Lessor shall promptly provide Lender with an estoppel certificate which shall certify to Lender (a) as to the amount and status of all rent payments and security deposits under the Lease, (b) as to the full satisfaction and compliance by Lessee of any other conditions required under the Lease, (c) that Lessee is not in default in the payment, performance or observance of any other condition or covenant to be performed or observed by Lessee thereunder, (d) that there are no offsets or counterclaims on the part of Lessor, and (e) as to such other matters related to the Lease as Lender may reasonably determine from time to time.
3. Lender's Reliance on Representations. Lessor has executed this Agreement for the purpose of inducing Lender to make the Loan and with full knowledge that Lender shall rely upon the representations, warranties, covenants and agreements herein contained when making the Loan to Lessee and that, but for this instrument and the representations, warranties, covenants and agreements herein contained, Lender would not take such actions.
4. Waiver. Lender may, without affecting the validity of this Agreement, extend the time for payment of this Loan or alter the terms and conditions of any agreement between Lessee and Lender, including, but not limited to, the Note and the Security Instrument, without the consent of, or notice to, Lessor and without in any manner impairing or otherwise affecting Lender's rights under this Agreement.
5. Miscellaneous. This Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Oregon (without giving effect to such state's principles of conflicts of law). This Agreement shall be binding upon and shall inure to the benefit of Lessor, Lender and Lessee and each of their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original. At Lender's option, this Agreement (or a memorandum hereof) shall be recorded in the public land records of the jurisdiction in which the Property is located. The rights of Lender hereunder are in addition to the rights of Lender granted in the Security Instrument and/or the Lease and shall not be in derogation thereof. All agreements and covenants contained herein are severable, and if any one of them is held to be invalid, then this Agreement shall be interpreted as if such invalid provision was not contained herein. To the extent terms in this Agreement conflict with the terms of the Lease, the terms of this

Agreement shall control. No consent or approval of any third party is required in order for Lessor to deliver this Agreement and to perform fully its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Ground Lease Estoppel and Amendment to Lease to be duly authorized, validly executed and delivered as of the day and year first written above.

LESSOR:

**PORT OF BROOKINGS HARBOR**

By: \_\_\_\_\_  
Name:  
Title:

LESSEE:

**PACIFICA BOAT BASIN, LLC,**  
an Oregon limited liability company

By:

By: \_\_\_\_\_  
Name:  
Title:

LENDER:

**BARCLAYS BANK PLC,**  
a public company registered in England and Wales

By: \_\_\_\_\_  
Name: Sabrina Khabie  
Title: Authorized Signatory

**Exhibit A**

**[Legal description of the Property and Leased Premises]**

**Exhibit B**

**[Copy of Ground Lease and all amendments]**



**Exhibit C**

**[List of any prior transfers, encumbrances, etc. by Lessor]**

## NEW BUSINESS AGENDA ITEM

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**DATE:** *September 19, 2017*  
**RE:** *The Bell & Whistle Coffee House Proposal to Expand*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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### OVERVIEW

- The Bell & Whistle Coffee House current lease term is from December 1, 2016 to November 30, 2021 with 652 square feet.
- The proposed total square footage is approximately 1,618 for both suites.
- Port Office would require a new location, TBD.

### DOCUMENTS

- The Bell & Whistle Coffee House proposal, 1 page
- Map of Retail Building 1, 1 page

### COMMISSIONERS ACTION

- Board review, discussion and motion to accept proposed expansion request.



September 1, 2017

Port of Brookings Harbor

ATTN: Port Manager Gary Dehlinger

16340 Lower Harbor Road Suite 103

Brookings, OR 97415

**RE: Proposal to Lease**

**Square Footage at 16340 Lower Harbor Road Suite 102 & 103**

Dear Gary:

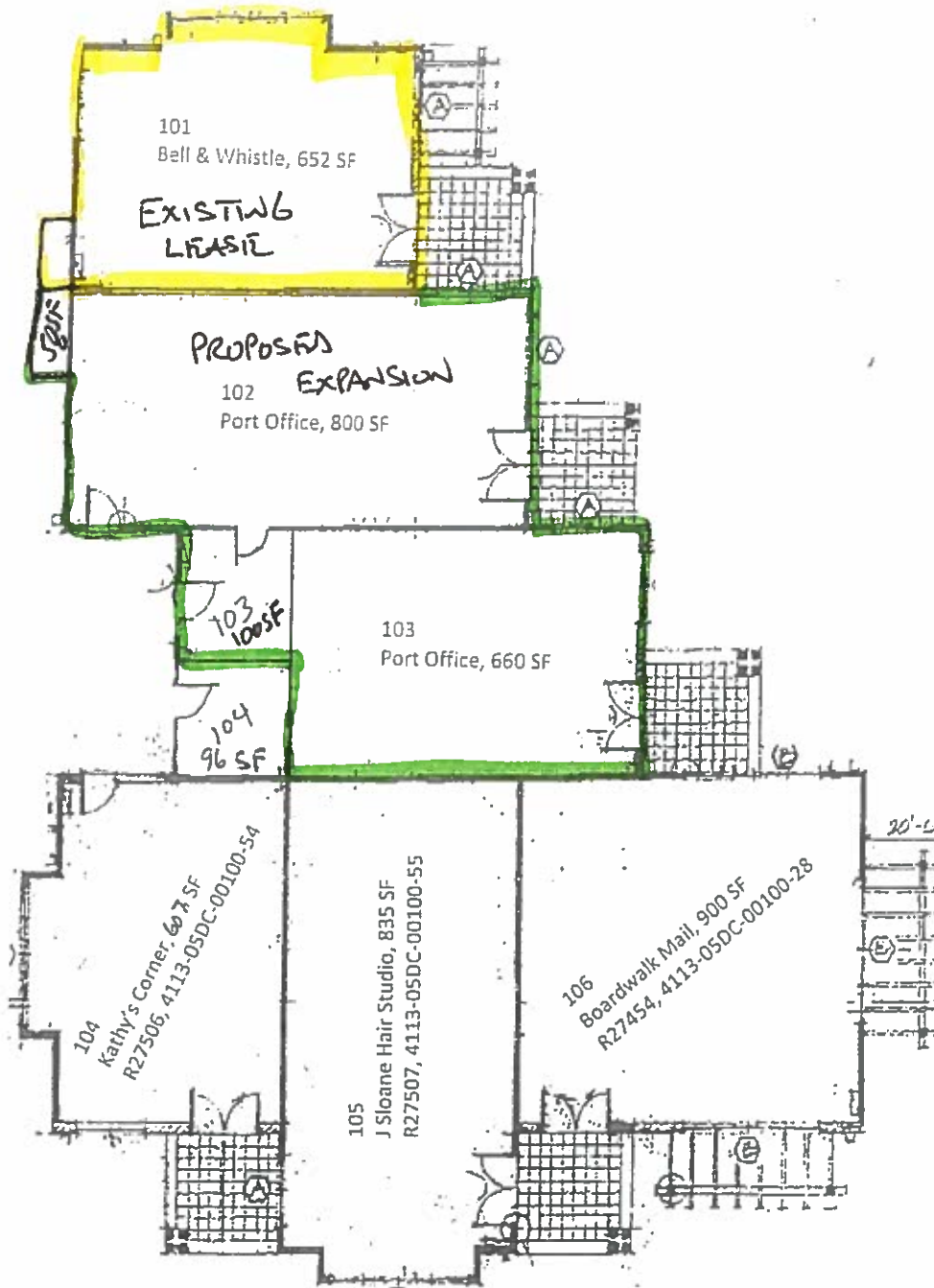
This letter is submitted as a Proposal of the general terms that I would enter into an agreement to lease. Should these terms be in line with what you are seeking in a lease of the property, we would move forward with lease agreements. These terms include the following:

1. Lessee: The Bell & Whistle Coffee House, Inc.
2. Property: Square footage at 16340 Lower Harbor Road Suite 102 & 103
3. Description: Square footage of Suite 102, 103 and the approximately 58 square feet of storage shed located directly behind Suite 102.
4. Use: Expansion of current coffee house in Suite 101; displaying merchandise for Coffee House, making and displaying assorted baked goods. Storage area behind Suite 102 to be used to store supplies for coffee house. Suite 103 to be used as retain space details available upon request.
5. Commencement: Commencement date shall be as soon as possible with ultimate completion date prior to April 1, 2018.
6. Early Occupancy: Upon execution of Lease Agreements
7. Lease Type: Landlord/Tenant Lease
8. Term: 60 months

Very truly yours,

Misty Crawford

The Bell & Whistle Coffee House, Inc.



Building 1  
16340 Lower Harbor Road

## NEW BUSINESS AGENDA ITEM

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**DATE:** *September 19, 2017*  
**RE:** *Chetco Seafood (Catalyst Seafood) Proposal*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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### OVERVIEW

- Chetco Seafood current lease ended April 30, 2017.
- Current lease, Section 15 Surrender at Expiration, stipulates the building becomes Port owned at the end of the lease term.
- Catalyst Seafood provided the Port a proposal for a lease renewal for consideration.

### DOCUMENTS

- Catalyst Seafood proposal, 1 page (Port has not received proposal as of this time)
- Chetco Seafood lease agreement and lease addendums, 30 pages

### COMMISSIONERS ACTION

- Board review, discussion and motion to accept proposal from Catalyst Seafood.

Chetco Seafood Co.

P.O. Box 2506

Harbor, Oregon 97415

Port of Brookings Harbor  
16408 Lower Harbor Road  
Harbor, Oregon 97415

January 24, 2013

Dear Sir:

This letter is to inform the staff and Board of Commissioners of the Port of Brookings Harbor that we are exercising our option to renew our lease of the property and building at 16182 Lower Harbor Road. The addendum providing us with this option was executed on April 29, 1997.

As per the lease agreement, the new lease payment will be \$998.25 per month reflecting a 10% raise from the previous \$907.50 per month. This lease payment will be due on May 1, 2013 and this, the final lease term, will end on April 30, 2017 (a four year renewal).

Respectfully,



William J. Goergen

President

Chetco Seafood Co.

Cc: K.Erb Estate, S. Etchart, M. Bonham

Reviewed 1/25/13 by JEAN Day

Chetco Seafood Co.  
P.O. Box 7073  
Brookings, Oregon 97415

Port of Brookings Harbor  
16408 Lower Harbor Road  
Harbor, Oregon 97415  
January 16, 2008

Dear Sir:

This letter is to inform the staff and the Board of Commissioners of the Port of Brookings Harbor that we are exercising our option to renew our lease of the property and building at 16182 Lower Harbor Road. The addendum granting this option was executed on April 29, 1997.

The new lease payment due on May 1, 2008 will be \$929.58 per month. This payment is derived at by adding a correction figure of \$22.08 to the lease payment of \$907.50. The correction figure adjusts for a Port of Brookings Harbor staff error made in 2003. The accompanying papers are for reference to some of the history of this lease.

Please acknowledge in writing the receipt of this intent to renew.

Respectfully,



William J. Goergen  
President  
Chetco Seafood Co.

Cc: K. Erb, S. Etchart, M. Bonham

**RECEIVED**  
☐ Ex. Director \_\_\_\_\_  
☐ Office Mgr. \_\_\_\_\_  
☐ Harbormaster \_\_\_\_\_  
☐ Marketing \_\_\_\_\_  
☐ Fin. Dir. \_\_\_\_\_

JAN 16 2008

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Initials \_\_\_\_\_

SECOND LEASE ADDENDUM  
TO LEASE DATED SEPTEMBER 1, 1993  
CHETCO SEAFOOD COMPANY

This constitutes a second addendum to a lease between the parties dated the 1st day of September, 1993. An addendum to the same lease was executed the 29th day of April, 1997, wherein an eight year option was extended to the Lessee, among other things. In consideration of the mutual covenants, terms, and conditions herein, the parties further agree that the original lease and option shall be amended as follows:

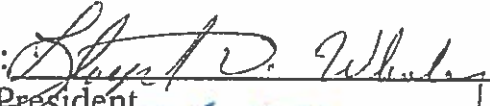
1. Paragraph 1 of the lease addendum (granting an eight year option) shall be amended to read as follows:

"The Port hereby grants an additional option of a period of nine years, subject to the original lease dated September 1993, which terms remain in full force and effect."

All the balance of the original lease dated September, 1993, and the Lease Addendum dated the 29th day of April, 1997, shall remain in full force and effect except where inconsistent with this Second Lease Addendum.

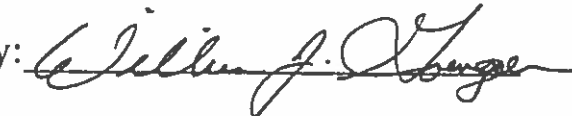
DATED this 26th day of August, 1997.

LESSOR:

By:   
President

By: 

LESSEE:

By: 

By: \_\_\_\_\_



LEASE ADDENDUM TO  
LEASE DATED SEPTEMBER 1, 1993  
CHETCO SEAFOOD COMPANY

This constitutes an addendum to a Lease between the parties dated the 1st day of September, 1993, and in consideration of the mutual covenants, terms, and conditions hereon, the parties further agree that the original Lease shall be amended as follows:

1. The Port hereby grants an additional option of a period of eight years, subject to the original Lease dated September 1993, which terms remain in full force and effect;

2. The leased premises shall be roughly the same as shown on the attached plot plan, and shall be detailed and described in more particularity by a metes and bounds survey undertaken and paid for by the Tenant, within 30 days of the execution hereof;

3. The monthly base rent of the additional option shall be \$650 per month for the first three years beginning the first of May, 1997, \$750 per month for the next three years thereafter, and at the expiration of the \$750 per month rent term, rent shall escalate 10% every five years over the prior base rent amount.

4. Except for this additional option, the terms of the original Lease and all subsequent addenda if any, shall remain in full force and effect.

DATED this 29th day of April, 1997.

LESSOR:  
PORT OF BROOKINGS HARBOR

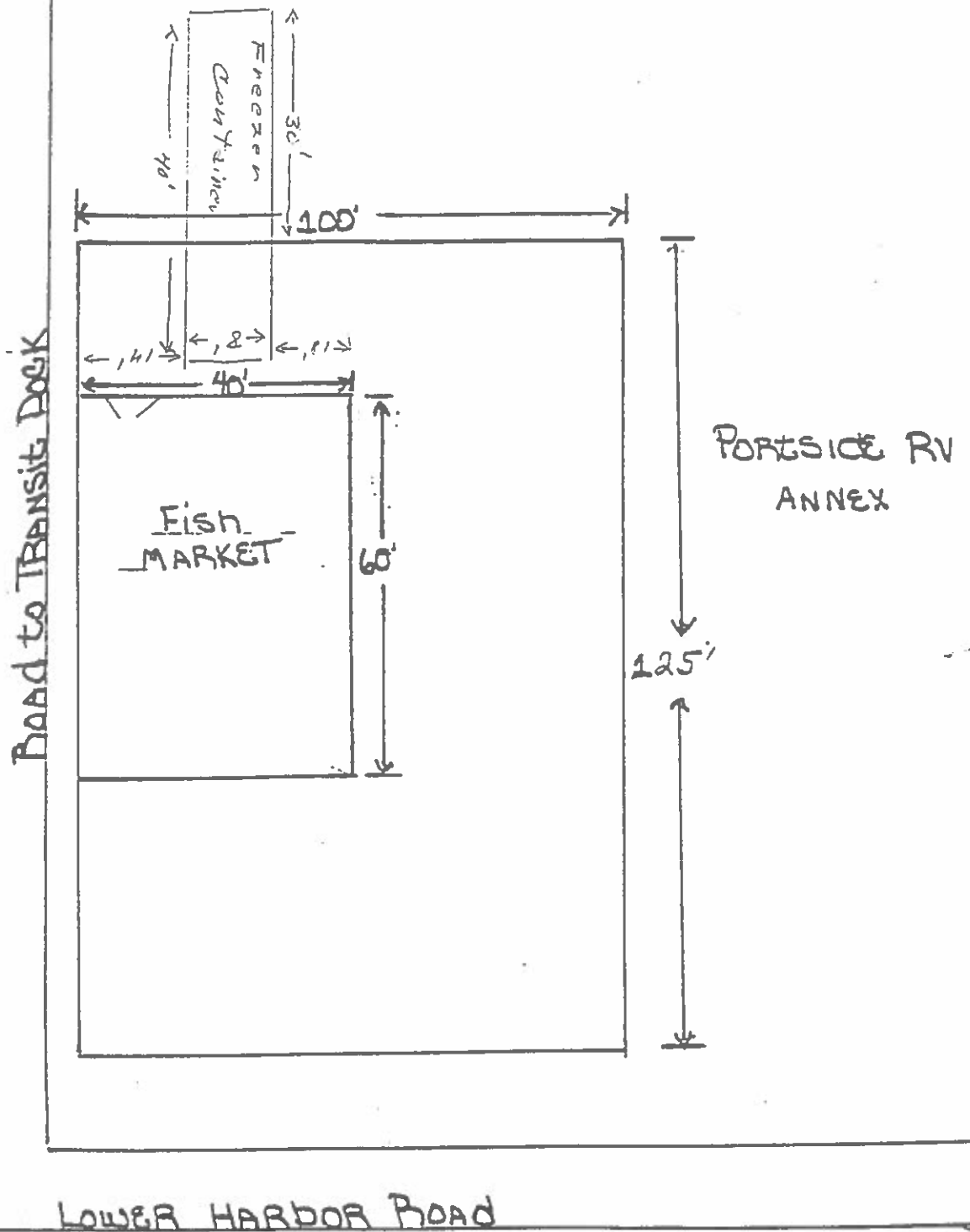
By: Robert D. Whaley  
President

By: Annunziata Padua  
Secretary

LESSEE:  
CHETCO SEAFOOD COMPANY

By: Suzie Etchart, Sec -

By: William J. Hoeng, President



CHETCO SEAFOOD Co.  
 Site Layout  
 12,500 Sq. Ft.

FIRST ADDENDUM TO LEASE OF SEPTEMBER 20, 1993

THIS document constitutes a first addendum to the Lease of September 20, 1993, between the Port of Brookings Harbor, as Lessor, and Chetco Seafood Company, an Oregon corporation, herein referred to as Lessee.

In consideration of the mutual covenants and conditions contained herein, and for good and valuable consideration, the parties hereby further agree:

1. All prior Lease terms notwithstanding, the parties hereby agree that Lessee may sell on-site beer and wine in connection with the operation of the offering of food to the public. Lessee shall comply at Lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the sale of beer and wine on the premises. Lessee shall provide to the Lessor a certificate of insurance which includes liquor liability coverage in the name of the Lessor as an additional insured. Violation of any term of the Lease shall constitute a default.

2. All prior Lease terms and addenda are to remain in full force and effect, except where inconsistent with this Addendum.

3. Lessee agrees and represents that he shall retain ultimate control of the use and occupancy of all the leased premises, including such premises as are used for offering of on-site beer and wine to the public.

DATED this 25th day of April, 1994.

LESSOR:

Port of Brookings Harbor



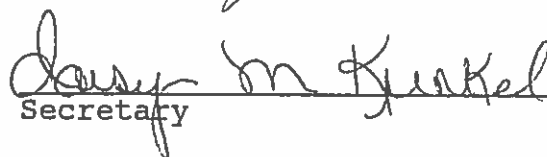
  
Secretary

LESSEE:

Chetco Seafood Company



President

  
Secretary

ADDENDUM TO LEASE OF SEPTEMBER 1, 1993

DATED: November 15, 1993

BETWEEN: Port of Brookings Harbor, A Municipal Subdivision  
of the State of Oregon,

LANDLORD

and

Chetco Seafood Company  
An Oregon Corporation

TENANT

This document constitutes a modification and addendum to a Lease between the parties dated September 1, 1993. Based on the mutual covenants, conditions, and terms set forth herein, the parties hereby agree:

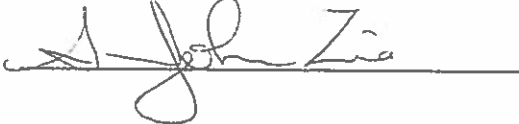
1. Landlord agrees to lease to Tenant an additional 240 square feet, as indicated on Exhibit "B", referring to the "freezer container".

2. The term of additional lease shall be from November 1, 1993, to November 1, 1994.

3. Rent shall be paid monthly upon the same terms as contained in the original lease, and the rent for the additional space shall be \$53.00 per month.

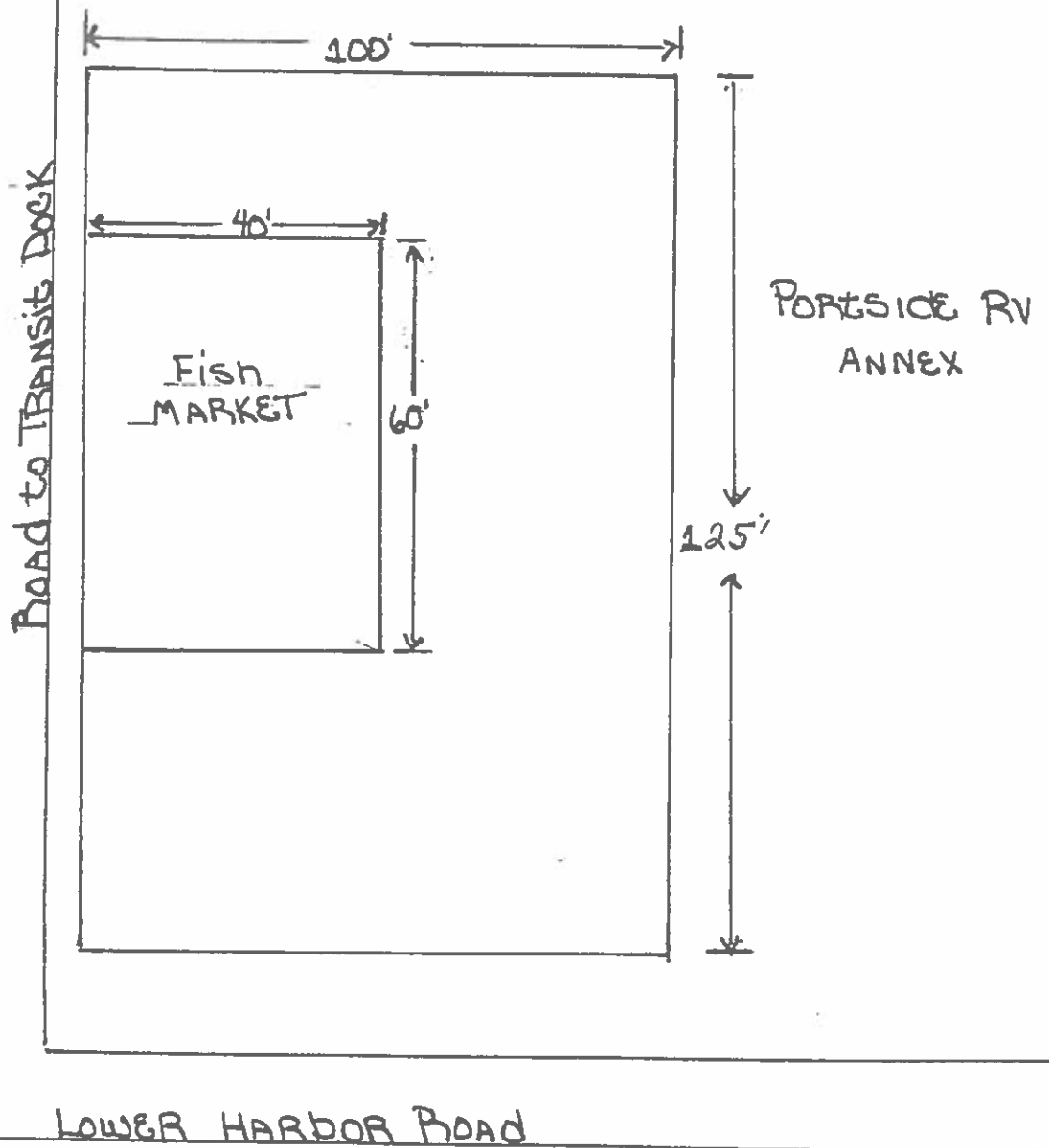
4. Except where inconsistent with this Addendum, each and every other term of the original lease shall remain in full force and effect. Where not inconsistent with this Addendum, the terms of the original lease shall be applicable equally to the Addendum, and are incorporated by reference herein.

LANDLORD:



TENANT:





CHETCO SEAFOOD CO.  
Site Layout  
12,500 Sq. Ft.

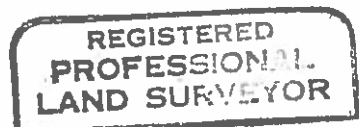


CHETCO SEAFOOD'S LEASE  
Description for Bill Goergen  
T41S, R13W, Sections 5 & 8  
May, 1997

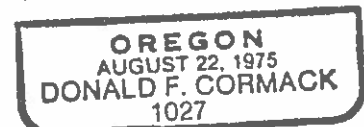
A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 5, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon described as follows:

Beginning at the most southwesterly corner of that parcel belonging to William L. Byrtus described in Instrument No. 93-00971; thence South  $75^{\circ} 56'$  West 100.0 feet; thence South  $14^{\circ} 04'$  East 110.0 feet; thence North  $71^{\circ} 11'$  East 194.16 feet to the west right of way of Lower Harbor Road; thence along said right of way North  $05^{\circ} 27' 30''$  West 95.0 feet to the south line of Byrtus; thence along the south line of Byrtus South  $75^{\circ} 56'$  West 107.71 feet to the Point of Beginning.

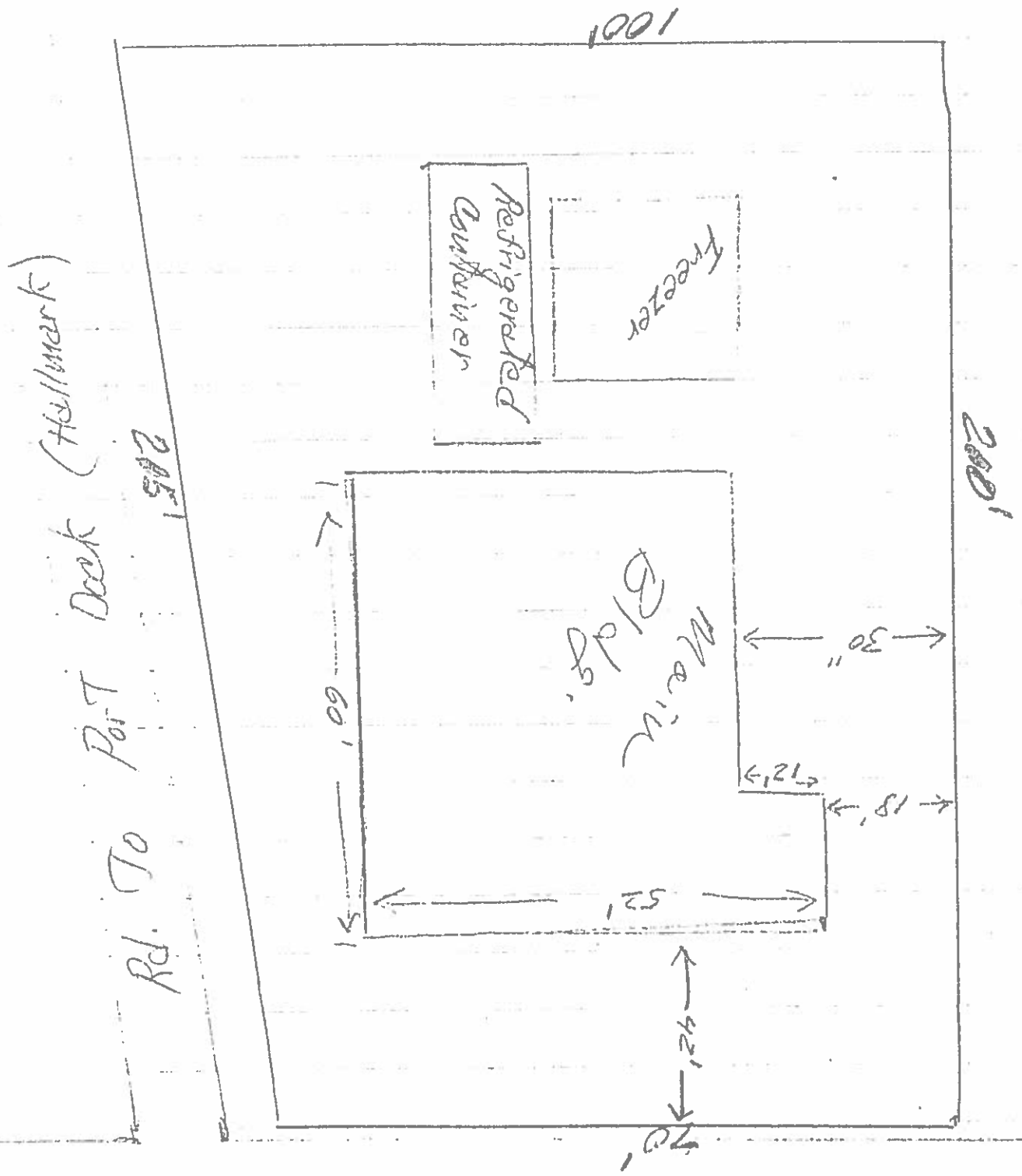
The Basis of Bearings for this description is County Survey 41-1111, a map of survey for B.A. McVay and the Port of Brookings.



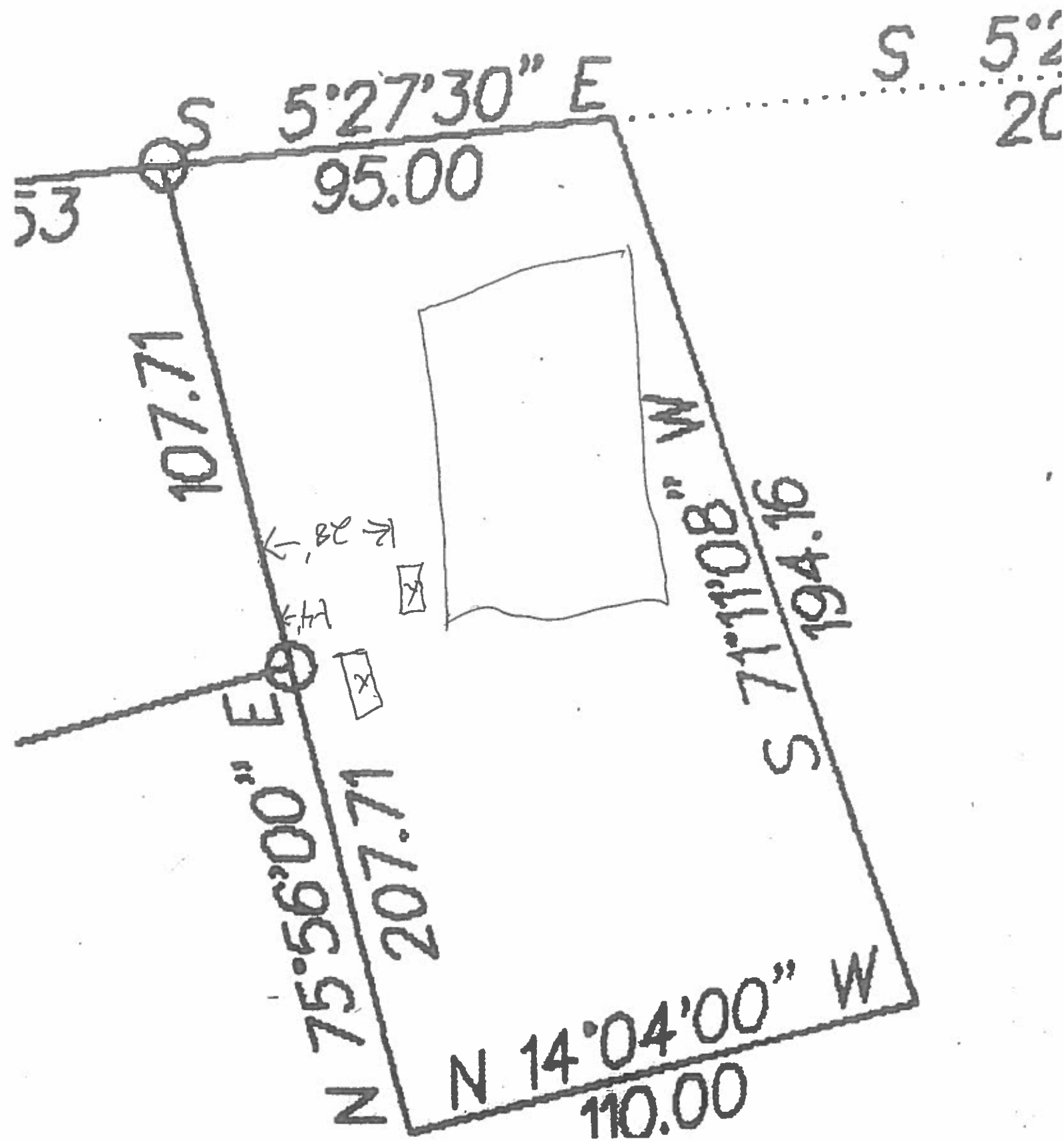
*Donald Cormack*



Lower Harbor Rd







COMMERCIAL LEASE

DATED: September 20th, 1993

BETWEEN: Port of Brookings Harbor, A Municipal  
Subdivision of the State of Oregon

LANDLORD

AND: Chetco Seafood Company  
An Oregon Corporation

TENANT

Landlord leases to Tenant the following described property on the terms and conditions stated below:

Those premises situated in the County of Curry and State of Oregon, known and described as the metal building and land located at 16182 Lower Harbor Road, Harbor, Oregon, as indicated on Exhibit A attached hereto, and incorporated by reference herein.

SECTION 1. OCCUPANCY

1.1 Original Term. The term of this lease shall commence September 1, 1993 and continue through August 31, 1998.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on September 1, 1993 or on such later date as the premises are available for possession by Tenant if possession is not given on the opening day of the term.

1.3 Renewal Option. If the lease is not then in default, Tenant shall have the option to renew this lease for two successive terms of five years, as follows:

(a) The renewal term shall commence on the day following the date of termination of the preceding term.

(b) The option may be exercised by written notice to Landlord given not less than 60 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the

parties who shall then be bound to take the steps required in connection with the determination of rent as specified below.

(c) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent. Rent for the renewal term shall be the greater of (i) the rental during the preceding original or renewal term and (ii) a reasonable rental for the ensuing term.

## SECTION 2. RENT

2.1 Basic Rent. Tenant shall pay to Landlord as rent the sum of \$375.00 per month. Rent shall be payable on the first day of each month in advance at such place as may be designated by Landlord except that rent for the first month has been paid upon the execution of this lease, and Landlord acknowledges receipt of this sum.

2.2 Security Deposit. To secure Tenant's compliance with all terms of this lease, Tenant has paid Landlord the sum of \$375.00 as a deposit. The deposit shall be a debt from Landlord to Tenant, refundable within 30 days following expiration of the lease term or other termination not caused by Tenant's default. Landlord shall have the right to offset against the deposit any sums owing from Tenant to Landlord and not paid when due, any damages caused by Tenant's default, the cost of curing any default by Tenant should Landlord elect to do so, and the cost of performing any repair or cleanup that is Tenant's responsibility under this lease. Offset against the deposit shall not be an exclusive remedy in any of the above cases, but may be invoked by Landlord, at its option, in addition to any other remedy provided by law or this lease for Tenant's nonperformance. Landlord shall give notice to Tenant each time an offset is claimed against the deposit, and, unless the lease is terminated, Tenant shall within 10 days following such notice deposit with Landlord a sum equal to the amount of the offset so that the total deposit amount, net of offset shall remain constant throughout the lease term.

2.3 Additional Rent. All taxes, insurance costs, utility charges which Tenant is required to pay by this lease, and any other sum which Tenant is required to pay to Landlord or third parties shall be additional rent.

### 2.4 Escalation.

(a) The basic rent provided in paragraph 2.1 shall be adjusted for each lease year after the base year by a percentage determined as provided below. The base year is the 12 month period commencing with the first full month during which this lease is in effect from September 1, 1993 through August 31, 1994. Lease years thereafter shall be each corresponding 12-month period during the

term of this lease from September 1 through the following August 31 or through the date of termination of the lease if that occurs before the following August 31.

Rent rate shall be amended on the first of September of any year thereafter, except the second year, by the sum equal to:

- 1) 22 cents/square foot, plus
- 2) The increase of the real property value, as evaluated by an appraiser chosen by Lessor, or at Lessor's option as indicated by County tax appraisal and
- 3) The increase of the Portland-based cost-of-living index.

But in any event, no single increase shall exceed 10% of the previous rent. Increased rent shall be calculated as follows:

New rent due to property appreciation (X=new rent)

$$\frac{X}{\text{Previous rent}} = \frac{\text{New appraised value}}{\text{Prior appraised value}}$$

Plus

Increase due to cost of living  
(Y = additional increase)

Y = (% increase in cost of living) time (Prior Rent)

Total New Rent =

New rent from property appreciation plus  
increase due to cost of living.

### SECTION 3. STATUS OF PARTIES AND OCCUPANCY.

3.1 Continuous Business. Tenant shall occupy the leased premises continuously for the purpose stated in this lease and carry on business during the hours customary in comparable businesses similarly situated with adequate inventory and personnel. This shall not prevent Tenant from closing for brief periods when reasonably necessary for inventory, repairs, remodeling (when permitted), or other legitimate purpose related to the business carried on, or when closure is the result of a labor dispute, however caused, or other factors not within Tenant's control.

### 3 COMMERCIAL LEASE

3.2 No Partnership. Landlord is not by virtue of this section a partner or joint venturer with Tenant in connection with the business carried on under this lease, and shall have no obligation with respect to Tenant's debts or other liabilities, and no interest in Tenant's profits.

#### SECTION 4. USE OF THE PREMISES

4.1 Permitted Use. The premises shall be used for the following and for no other purpose.

(a) Holding of live seafood in holding tanks for storage and sale. Cultivation or mariculture is not contemplated or permitted.

(b) Buying and selling fisheries products wholesale and retail.

(c) Cooking and processing shellfish for sale wholesale and retail.

(d) Filleting bottom fish for sale wholesale and retail.

(e) Sales and production of ice.

(f) Freezer and cold storage of fisheries and non-fisheries products, including bait.

(g) Contract packing of fish for shipment.

(h) Preparation and sale of food for consumption off-premises.

(i) Preparation and sale of food for consumption on-premises.

4.2 Restrictions on Use. In connection with use of the premises Tenant shall;

(a) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, regardless of when they become effective. These include, without limitation, any laws requiring alteration of the premises because of Tenant's specific use, and all applicable federal, state, and local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials (as hereinafter defined), waste disposal, air emissions, and other environmental matters, all zoning and other land use matters, and utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the use or occupation of premises.

In the furtherance of, and not in limitation of, Tenant's obligations under the foregoing paragraph, throughout the term of this Lease, Tenant shall do or cause to be done all things necessary to preserve and keep in full force and effect permits required for the conduct of its business and operations from the time of commencement of this lease until its expiration or termination.

**(b) Use of Hazardous Material**

Tenant shall not cause or permit any hazardous materials to be brought upon, kept or used in or about the premises by Tenant, its agents, employees, contractors, or invitees without the prior written consent of Landlord, which shall not be unreasonably withheld as long as Tenant demonstrates to Landlord's reasonable satisfaction that such hazardous material is necessary or useful to Tenant's business and will be used, kept, and stored in a manner that complies with all laws regulating any such hazardous material so brought upon or used or kept in or about the premises.

**(c) Indemnification**

Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees) which arise during or after the lease term as a result of contamination by hazardous materials as a result of Tenant's use or activities, or of Tenants agents or contractors. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous materials present in soil or water or by contamination by Tenant of effluent or sewage. Without limiting the foregoing, if the presence of any hazardous material caused or permitted by Tenant or its agents or contractors results in any contamination, Tenant shall promptly take all actions at its sole expense as are necessary to return polluted areas to the condition existing prior to the release of any such hazardous material, provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the premises. The foregoing indemnity shall survive the expiration or earlier termination of this lease.

**(d) Inspection**

Landlord and its agents shall have the right, but not the duty, to inspect the premises at any time to determine whether Tenant is complying with the terms of this lease. If Tenant is not in compliance with this lease, Landlord shall have the right to immediately enter upon the premises to remedy any contamination caused by Tenant's failure to comply notwithstanding any other provision of this lease. Landlord shall use its best efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby.

**(e) Environmental Impairment Insurance**

Tenant shall obtain and maintain an insurance policy, providing coverage for occurrences and not a claims-made policy, covering the release of hazardous materials on or below the surface of the property, if such insurance is reasonably available. Landlord shall be named as an additional insured on that policy.

**(f) Definition**

As used herein, the term "hazardous materials" means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302) and amendments thereto, petroleum products, or such other substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

**(g) Default**

Any violation of any provision herein relating environmental protection shall be an act of default. Notwithstanding any other provision of this lease, in the event of such default, Landlord may terminate this lease or require Tenant to immediately suspend all operations pending correction of the problem; the provisions for payment of any obligation under this lease shall survive and continue during the period of such suspension.

(h) Tenant shall refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(i) Tenant shall refrain from any use which would be reasonably offensive to other tenants or owners or users of

neighboring premises or which would tend to create a nuisance or damage the reputation of the premises.

(j) Tenant shall refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(l) Tenant shall refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord.

4.3 Continuity of Use. Tenant shall use the premises continuously during normal business hours except to the extent the use is interrupted or prevented by causes beyond Tenant's control.

## SECTION 5. REPAIRS AND MAINTENANCE

5.1 Landlord's Obligations. The following shall be the responsibility of the Landlord:

(a) Repair and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the leased premises.

5.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(a) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, and foundation.

(b) Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord or tenants of other portions of the same building.

(c) Repair of the heating and air conditioning system other than ordinary maintenance.

(d) Repair of interior walls, ceiling, doors and windows and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry to the premises.

(e) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in paragraph 7.2 dealing with waiver of subrogation.

(f) Ordinary maintenance of the heating and air conditions system and any repairs necessary because of improper maintenance.

## 7 COMMERCIAL LEASE



(g) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in 4.2(a) above.

(h) All other repairs to the premises which Landlord is not required to make under 5.1 above.

5.3 Landlord's Interference with Tenant. Any repairs, replacements, alterations, or other work performed on or around the lease premises by Landlord shall be done in such a way as to interfere as little as reasonably possible with use of the premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

5.4 Reimbursement for Repairs Assumed. If either party fails or refuses to make repairs which are required by this Section 5, the other party may make the repairs and charge actual costs of repairs to the first party. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the rate of 9 percent per annum from the date of expenditure by Landlord. Such expenditures by Tenant may be deducted from rent and other payments subsequently becoming due or, at Tenant's election, collected directly from Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless at least 30 days before work is commenced the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

5.5 Inspection of Premises. Landlord shall have the right to inspect the premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant notice in writing of the repairs that are required.

## SECTION 6. ALTERATIONS

6.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the leased premises of any kind without first obtaining Landlord's written consent.

6.2 Alterations Required. The improvements and alterations delineated on the work sheet attached to and made a part of this lease shall be performed by the party designated and with the time stated in the work sheet.

## 8 COMMERCIAL LEASE

6.3 Ownership of Alterations. All improvements and alterations performed on the leased premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise.

## SECTION 7. INSURANCE

7.1 Insurance Required. Tenant shall keep the leased premises insured at Tenant's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant's policy shall name the Landlord as an insured, and the policy shall be in the amount of replacement value of Landlord's building and improvements. Tenant may be named as an insured on the same policy as Tenant's interest may appear. Using the proceeds of such insurance, Landlord shall reconstruct the premises pursuant to Section 9.2 herein. Tenant shall bear the expense of any insurance insuring the property of Tenant on the premises against such risks but shall not be required to insure.

7.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other.

## SECTION 8 TAXES

8.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the leased premises. Tenant shall pay as due all general real property taxes and special assessments levied against the leased premises.

8.2 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment so long as such contest is conducted in a manner which does not cause any risk that Landlord's interest in the leased premises will be foreclosed for nonpayment.

## SECTION 9. DAMAGE AND DESTRUCTION

9.1 Partial Damage. If the leased premises are partly damaged and paragraph 9.3 below does not apply, the property shall be repaired by Tenant at Tenant's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Tenant and shall be performed in accordance with the provisions of paragraph 5.3 above.

## 9 COMMERCIAL LEASE

9.2 Destruction. If the leased premises are destroyed or damaged such that the cost of repair exceeds 40 percent of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the leased premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters not under control of Landlord.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

9.4 Damage Late in Term. If damage or destruction to which paragraph 9.2 would apply occurs within one year prior to the end of the then current lease term. Tenant may elect to terminate the lease by notice in writing to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under 10.1 (a).

## SECTION 10. EMINENT DOMAIN

10.1 Partial Taking. If a portion of the leased premises is condemned and paragraph 10.2 does not apply, the lease shall continue on the following terms:

(a) Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

(b) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the premises as are necessary to restore the remaining premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(c) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the property in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the leased premises as an economic unit on account of the partial taking. If the parties are unable to

## 10 COMMERCIAL LEASE

agree upon the amount of the reduction of rent, the amount shall be determined by arbitration in the manner as is provided in Section 18.

(d) If a portion of Landlord's property not included in the leased premises is taken and severance damages are awarded on account of the leased premises, or an award is made for detriment to the leased premises as a result of activity by a public body not involving a physical taking of any portion of the premises, this shall be regarded as a partial condemnation to which subparagraphs 10.1 (a) and (c) apply, and the rent shall be reduced to the extent of reduction in rental value of the premises as though a portion had been physically taken.

10.2 Total Taking. If a condemning authority takes all of the leased premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use which Tenant was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination under paragraph 10.1 (a) above. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

10.3 Sale in Lieu of Condemnation. Sale of all or part of the leased premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 10 as a condemnation.

## SECTION 11. LIABILITY AND INDEMNITY

### 11.1 Liens.

(a) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9 percent per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(b) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or

## 11 COMMERCIAL LEASE

other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**11.2 Indemnification.** Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any activity of Tenant on the leased premises or any condition of the leased premises in the possession or under the control of Tenant.

**11.3 Liability Insurance.** Before going into possession of the premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: public liability and property damage insurance in a responsible company with limits of not less than \$500,000 for injury to one person, \$500,000 for injury to two or more persons in one occurrence, and \$500,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises [whether or not related to an occurrence caused or contributed to by Landlord's negligence], shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under paragraph 11.2, and shall protect Landlord and Tenant against claims of third persons. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

## **SECTION 12. ASSIGNMENT AND SUBLEASE**

No part of the leased property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. If Tenant is a corporation, this provision shall apply to any sale of a controlling interest in the stock of the corporation. No consent in one instance shall prevent the provision from applying to a subsequent instance.

## **SECTION 13. DEFAULT**

The following shall be events of default:

**13.1 Default in Rent.** Failure of Tenant to pay any rent or other charge within 10 days after it is due.

## **12 COMMERCIAL LEASE**

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant: an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days. If Tenant consists of two or more individuals or business entities the events of default specified in this paragraph 12.3 shall apply to each individual unless within 10 days after an event of default occurs the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

13.4 Abandonment. Failure of Tenant for 10 days or more to occupy the property for one or more of the purposes permitted under this lease unless such failure is excused under other provisions of this lease shall be an abandonment of the property.

#### SECTION 14. REMEDIES ON DEFAULT

14.1 Termination. In the vent of a default the lease may be terminated at the option of Landlord by notice in writing to Tenant. If the lease is not terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default. If the lease is terminated, Tenant's liability to Landlord for damages shall survive such termination, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

14.2 Reletting. Following reentry or abandonment, Landlord may relet the premises and in that connection may make any suitable alterations or refurbish the premises, or both, or change the character or use of the premises, but Landlord shall not be required to relet for any use or purpose other than that specified

in the lease or which Landlord may reasonably consider injurious to the premises, or to any tenant which Landlord may reasonably consider objectionable. Landlord may relet all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

14.3 Damages. In the event of termination on default Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the least term, the following amount as damages:

(a) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured.

(b) The reasonable costs of reentry and reletting including without limitation the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs.

(c) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

14.4 Right to Sue More Than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

14.5 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

## SECTION 15. SURRENDER AT EXPIRATION

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default., Tenant shall deliver all keys to Landlord and surrender the leased premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission

for the alteration so require. Depreciation and wear from ordinary use for the purpose for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this paragraph shall be subordinate to the provisions of Section 9 related to destruction.

### 15.2 Fixtures.

(a) All fixtures placed upon the leased premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures which would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(b) Prior to expiration or termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures which remain its property. If Tenant fails to do so, this shall be an abandonment of the property and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 15 days after removal was required. Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

### 15.3 Holdover.

(a) If Tenant does not vacate the leased premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal [and at a rental rate equal to 150 percent of the rent last paid by Tenant during the original term]. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures which Tenant is required to remove under this lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed will substantially interfere with occupancy of the premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(b) If a month-to-month tenancy results from a holdover by Tenant under this paragraph 14.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date



which shall be specified in the notice. Tenant waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

#### **SECTION 16. MISCELLANEOUS**

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

**16.2 Attorney Fees.** If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

**16.3 Notices.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

**16.4 Succession.** Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

**16.5 Landlord's Right to Cure Defaults.** If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 9 percent annum from the date of expenditure by Landlord.

**16.6 Recordation.** This lease shall not be recorded without the consent in writing of Landlord. Landlord shall execute and acknowledge a memorandum of this lease in a form suitable for recording, if requested, and Tenant may record the memorandum, if requested.

**16.7 Entry For Inspection.** Landlord shall have the right to enter upon the premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the premises, or to show the premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the premises notices for leasing or selling of the premises.

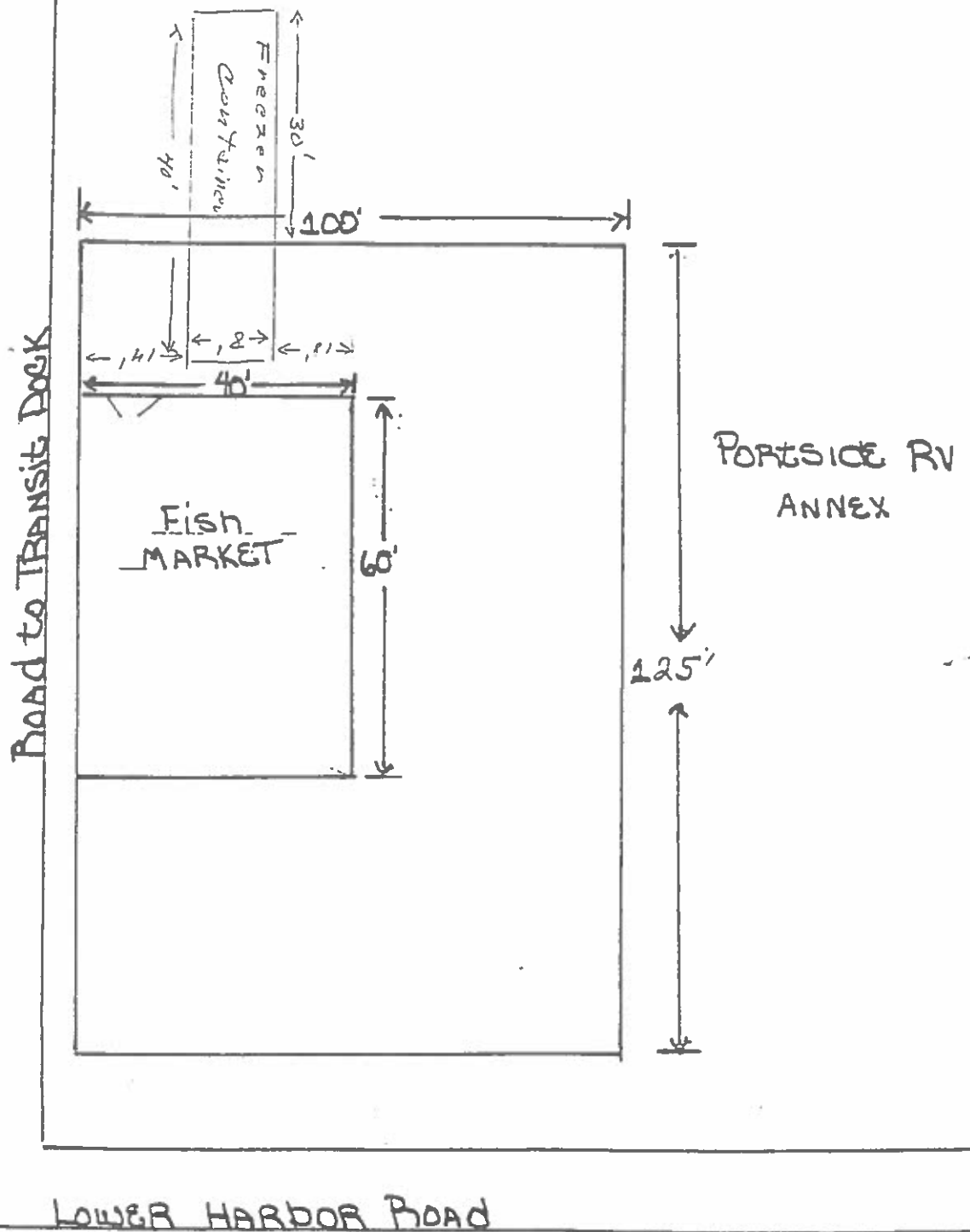
16.9 Proration Of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental period, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

TENANT:

IN WITNESS WHEREOF, I affirm that S. John Zia and William J. Goergen signed the above this 20th day of September, 1993.

Betty A. Sumner  
Notary Public for Oregon





CHETCO SEAFOOD Co.  
 Site Layout  
 12,500 Sq. Ft.

## NEW BUSINESS AGENDA ITEM

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**DATE:** *September 19, 2017*  
**RE:** *Slugs N Stones N Ice Cream Cones Lease Renewal Request*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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### OVERVIEW

- Slugs N Stones current lease ends October 31, 2017.
- Current lease, Section 16 Surrender at Expiration, stipulates the building becomes Port owned at the end of the lease term.
- Slugs N Stones provided the Port a proposal for a lease renewal for consideration.

### DOCUMENTS

- Slugs N Stones N Ice Cream Cone proposal, 1 page
- Slugs N Stones N Ice Cream Cone letter to the Port September 15, 2013, 2 pages
- Current lease agreement with Slugs N Stones, 17 pages

### COMMISSIONERS ACTION

- Board review, discussion and motion to accept proposal from Slugs N Stones N Ice Cream Cones.

Slugs N Stones N Ice Cream Cones

PO Box 2601

Brookings, OREGON 97415



RE: Land Lease Renewal

September 1, 2017

To The Current Board of Brookings Harbor Port Commisioners and The Current Port of Brookings Harbor Port Manager,

In the spring of 2014, over 20K went into dry rot repairs and other exterior necessities needed on our building. Since then I am thrilled to say, I have had a five year improvement plan in place and have met each goal to date. Including renovations of patio, lobby and exterior of building including semi-annual painting. During the next five years we will be replacing the roof and doing more extensive updates including flooring in lobby and kitchen.

I believe, the 23+ years that Slugs n Stones has been at this port have proven to be a valuable and productive asset to the port and town of Brookings and hope we can continue this legacy for years to come. We are an icon for this town and are very proud to be a valuable part of the business community here in Brookings-Harbor.

My current lease for the land located at 16360 Lower Harbor Road where my business/building now sits will be maturing in November of this year. (2017). I am respectfully requesting that you continue to lease this land to me for an additional 5 years. We are hopeful that the new lease amount will be modest and one that will still allow us to be who we are (an economical place for families and folks), allow us to keep on track with the future improvements we have planned for the building and "keep on doing what we do". Thank You for your consideration.

Sincerely,

Darla A. Winegarden

"The Slug Lady"



97950 HOLLY LANE, OR 97415  
e-mail [slugsandstones@webtv.net](mailto:slugsandstones@webtv.net)

541-469-7584

SLUGS 'N STONES 'NICE CREAM CONES

Mr. Ted Fitzgerald,  
Port Manager  
Port of Brookings Harbor

September 15, 2013

Dear Ted:

We have discussed the temporary winter closing and reopening dates with Darla and reached what i think is the best option for their taking over the operation of Slugs 'N Stones, as well as time for us to complete the cleaning and packing up of 20 years of accumulation of "stuff" stored at the shop.

As you know the building repairs to the side closest to the book dock, as well as the removal of the widows walk and the painting etc, should be complete this coming week. All of the installed outside conduit for the newer wiring has also been moved to under the new siding as we had the sides off, it was decided to do this project as well, the remaining wiring showing is for the sewer pump station to make it an easier access. we did not receive sewer/water/additional electric for the kitchen/bathroom/ etc until 1997. the building had been built and completed march 1994.

It will take my sister a minimum of 2 1/2 months to clean and pack up so we anticipate October 13, 2013 a sunday, as the last day open for fall unless there is a larger surplus of ice cream. Then she will be open a week later.

Darla plans a January 1, 2014 take over of the Building and business and will need 1 month to begin to move into and get ready to open February 1, 2014, falling into the idea you had of her being open all year, even with adding a few closed days during the week and reduced hours during the winter months.

As i have stated many times, it is difficult to stay open to have a less than \$50 sales days, which is why we began closing in the winter rainy months.

page 2 of 2

Darla will be contacting you in the next 2 weeks for the final discussions on this sale and assignment of the remaining lease. I believe there are 4 years remaining before a new lease is developed.

The Lease Assignment i believe gives us all the best option. As you told me when we first discussed a few years ago, "rocking the boat is not what you wanted".

By Darla accepting the lease assignment, she can be assured that her rent will remain affordable, as all building maintenance falls on her shoulders as well as the property tax. she is aware of the yearly raise in rent due to the Cost of Living index as set by the county property tax office.

By Darla accepting the Lease Assignment, i believe the Port and Willa and I are protecting our investment because if for some unforeseen reason Darla fails, Willa and I can step right back in and continue to operate the business.

We are making this an extremely attractive sale to Darla and she should have no problems taking over. Willa will stay to help until not needed, as i will when i return from china for my medical treatments. This year in china, will be extensive as i just had a full right upper lobectomy of the lung.

I am leaving October 14 for Beijing and will return january 13, 2014. All paperwork will be completed before i leave and final papers will be done by fax as necessary.

At this time insurance will stay in force until Darla has hers in force, Health department license will be transferred, property tax will be paid. Proof of paid insurances, payroll taxes, property taxes etc will be provided if the port so desires and alarm is on. Thank you for your consideration in this matter.

Pat Silveria and Willa Jones

email for any reason silverlady57@yahoo.com

phone for willa 541-661-3495 or shop 541-469-2684



COMMERCIAL LEASE

DATED: November 1, 1997

BETWEEN: PORT OF BROOKINGS HARBOR, an Oregon  
Municipal Corporation  
P O Box 848  
Brookings, OR 97415

LANDLORD

AND: FRANCINE P. SILVERIA and WILLA JONES  
97590 Holly Lane  
Brookings, OR 97415

TENANT

Landlord leases to Tenant the following described property on the terms and conditions stated below:

In Curry County, Oregon, in accordance with the attached site plan

SECTION 1. OCCUPANCY

1.1 Original Term. The term of this lease shall commence November 1, 1997 and continue through October 31, 2002.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on November 1, 1997.

1.3 Renewal Option. If the lease is not then in default, Tenant shall have the option to renew this lease for three successive terms of five years each, as follows:

(a) Each of the renewal terms shall commence on the day following the date of termination of the preceding term.

(b) The option may be exercised by written notice to Landlord given not less than 90 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties who shall then be bound to take the steps required in connection with the determination of rent as specified below.

(c) The terms and conditions of the lease for each renewal term shall be identical with the original term except for rent. Rent for a renewal term shall be in accordance with §2.3 herein.

Expires  
Oct 31 2017  
183



## SECTION 2. RENT

2.1 Basic Rent. Tenant shall pay to Landlord as rent the sum of \$240.00 per month for the first three months of this Lease, and \$384.00 per month thereafter. Rent shall be payable on the first day of each month in advance at such place as may be designated by Landlord.

2.2 Additional Rent. All taxes, insurance costs, utility charges which Tenant is required to pay by this lease, and any other sum which Tenant is required to pay to Landlord or third parties shall be additional rent.

### 2.3 Escalation.

(a) The basic rent provided in paragraph 2.1 shall be adjusted for each lease year after the base year by a percentage determined as provided below.

Escalation. The basic rent provided in paragraph 2.1 shall be increased or decreased in the month of November each year by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics. Comparisons shall be made using the index entitled U.S. City Average - All Urban Consumers. The change shall be determined by comparison of the figure for November 1, 1997 with that of November 1st of each succeeding year. In no event, however, shall basic rent be reduced below that payable during the first year of this lease.

## 3. BUSINESS STATUS

3.1 Continuous Business. Tenant shall occupy the leased premises continuously for the purpose stated in this lease and carry on business during the hours customary in comparable businesses similarly situated with adequate inventory and personnel. This shall not prevent Tenant from closing for brief periods when reasonably necessary for inventory, repairs, remodeling (when permitted), or other legitimate purpose related to the business carried on, or when closure is the result of a labor dispute, however caused, or other factors not within Tenant's control.

3.2 No Partnership. Landlord is not by virtue of this section a partner or joint venturer with Tenant in connection with the business carried on under this lease, and shall have no obligation with respect to Tenant's debts or other liabilities, and no interest in Tenant's profits.

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#### SECTION 4. USE OF THE PREMISES

4.1 Permitted Use. The premises shall be used for sale of souvenirs, gifts, ice cream, food sales and candy and for no other purpose without the consent of Landlord.

4.2 Restrictions on Use. In connection with use of the premises Tenant shall;

(a) Conform to all applicable laws and regulations of any public authority affecting the premises, including all building codes, Port ordinances, ARC standards, or other Port rules, as amended from time to time, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.

(b) Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(c) Refrain from any use which would be reasonably offensive to other tenants or owners or users of neighboring premises or which would tend to create a nuisance or damage the reputation of the premises.

(d) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(e) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior owner built walls, windows, or roof of the premises without the written consent of Landlord.

4.3 Continuity of Use. Tenant shall use the premises continuously during normal business hours except to the extent the use is interrupted or prevented by causes beyond Tenant's control.

#### SECTION 5. REPAIRS AND MAINTENANCE

5.1 Landlord's Obligations. The following shall be the responsibility of the Landlord:

(a) Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord.

(b) Repair and maintenance of exterior water, sewage, gas,

and electrical services up to the point of entry to the leased premises.

5.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(a) All repairs necessary to keep the premises and improvements in good condition.

(b) All other repairs to the premises which Landlord is not required to make under 5.1 above.

5.3 Landlord's Interference with Tenant. Any repairs, replacements, alterations, or other work performed on or around the lease premises by Landlord shall be done in such a way as to interfere as little as reasonably possible with use of the premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

5.4 Reimbursement for Repairs Assumed. If Tenant fails or refuses to make repairs which are required by this Section 5, the other party may make the repairs and charge actual costs of repairs to the first party. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the rate of 12 percent per annum from the date of expenditure by Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless at least 30 days before work is commenced the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

5.5 Inspection of Premises. Landlord shall have the right to inspect the premises and improvements at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant notice in writing of the repairs that are required.

## SECTION 6. ALTERATIONS

6.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the leased land of any kind without first obtaining Landlord's written consent.

6.2 Alterations Required. The improvements and alterations delineated on the work sheet attached to and made a part of this lease shall be performed by the party designated and with the time stated in the work sheet.

6.3 Ownership of Alterations. All improvements and alterations performed on the leased premises by either Landlord or Tenant shall be the property of Landlord upon termination of this Lease unless the applicable Landlord's consent or work sheet specifically provides otherwise.

## SECTION 7. INSURANCE

7.1 Insurance Required. Tenant shall keep the leased premises and improvements insured at Tenant's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage.

7.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other.

## SECTION 8 TAXES

8.1 Property Taxes. Tenant shall pay as due all taxes on the leased premises. Tenant shall pay as due all general real property taxes and special assessments levied against the leased premises.

8.2 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment so long as such contest is conducted in a manner which does not cause any risk that Landlord's interest in the leased premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

## SECTION 9. DAMAGE AND DESTRUCTION

9.1 Partial Damage. If the leased premises or improvements are partly damaged, the property shall be repaired by Tenant at Tenant's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Tenant and shall be performed in accordance with the provisions of paragraph 5.3 above.

9.2 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenable.

## SECTION 10. EMINENT DOMAIN

10.1 Partial Taking. If a portion of the leased premises is condemned and paragraph 10.2 does not apply, the lease shall continue on the following terms:

(a) Landlord and Tenant shall be entitled to all of the proceeds of condemnation in proportion to the value of their respective property.

(b) Tenant shall proceed as soon as reasonably possible to make such repairs and alterations to the premises as are necessary to restore the remaining premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(c) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Tenant to restore the balance of the property in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the leased premises as an economic unit on account of the partial taking.

(d) If a portion of Landlord's property not included in the leased premises is taken and severance damages are awarded on account of the leased premises, or an award is made for detriment to the leased premises as a result of activity by a public body not involving a physical taking of any portion of the premises, this shall be regarded as a partial condemnation to which subparagraphs 10.1 (a) and (c) apply, and the rent shall be reduced to the extent of reduction in rental value of the premises as though a portion had been physically taken.

10.2 Total Taking. If a condemning authority takes all of the leased premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use which Tenant was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination under paragraph 10.1 (a) above. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the premises.

10.3 Sale in Lieu of Condemnation. Sale of all or part of the leased premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 10 as a condemnation.

## SECTION 11. LIABILITY AND INDEMNITY

### 11.1 Liens.

(a) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12 percent per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(b) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**11.2 Indemnification.** Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the leased premises or any condition of the leased premises in the possession or under the control of Tenant including any such claim, loss, or liability which may be caused or contributed to in whole or in part by Landlord's own negligence or failure to effect any repair or maintenance required by this lease. Landlord shall have no liability to Tenant for any loss or damage caused by third parties or by any condition of the premises.

**11.3 Liability Insurance.** Before going into possession of the premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: public liability and property damage insurance in a responsible company with limits of not less than \$1,000,000 for injury to one person, \$1,000,000 for injury to two or more persons in one occurrence, and \$50,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises [whether or not related to an occurrence caused or contributed to by Landlord's negligence], shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under paragraph 11.2, and shall protect Landlord and Tenant against claims of third persons. Certificates evidencing such insurance

and bearing endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

## SECTION 12. QUIET ENJOYMENT; MORTGAGE PRIORITY

12.1 Landlord's Warranty. Landlord warrants that it is the owner of the leased premises and has the right to lease them free of all encumbrances except those of record. Subject to these exceptions Landlord will defend Tenant's right to quiet enjoyment of the leased premises from the lawful claims of all persons during the lease term.

12.2 Estoppel Certificate. Either party will within 20 days after notice from the other execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. 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.

## SECTION 13. ASSIGNMENT AND SUBLEASE

No part of the leased property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. If Tenant is a corporation, this provision shall apply to any sale of a controlling interest in the stock of the corporation. No consent in one instance shall prevent the provision from applying to a subsequent instance.

## SECTION 14. DEFAULT

The following shall be events of default:

14.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after it is due.

14.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day

period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

14.3 **Insolvency.** Insolvency of Tenant: an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days. If Tenant consists of two or more individuals or business entities the events of default specified in this paragraph 14.3 shall apply to each individual unless within 10 days after an event of default occurs the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

14.4 **Abandonment.** Failure of Tenant for 10 days or more to occupy the property for one or more of the purposes permitted under this lease unless such failure is excused under other provisions of this lease shall be an abandonment of the property.

## SECTION 15. REMEDIES ON DEFAULT

15.1 **Termination.** In the event of a default the lease may be terminated at the option of Landlord by notice in writing to Tenant. If the lease is not terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default. If the lease is terminated, Tenant's liability to Landlord for damages shall survive such termination, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

15.2 **Reletting.** Following reentry or abandonment, Landlord may relet the premises and in that connection may make any suitable alterations or refurbish the premises, or both, or change the character or use of the premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the premises, or to any tenant which Landlord may reasonably consider objectionable. Landlord may relet all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free



occupancy or other rent concession.

15.3 Damages. In the event of termination on default Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the least term, the following amount as damages:

(a) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured.

(b) The reasonable costs of reentry and reletting including without limitation the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs.

(c) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

15.4 Right to Sue More Than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

15.5 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

## SECTION 16. SURRENDER AT EXPIRATION

16.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default., Tenant shall deliver all keys to Landlord and surrender the leased premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed and shall be restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this paragraph shall be subordinate to the provisions of Section 9 related to destruction.

## 16.2 Fixtures and Improvements.

(a) All fixtures and improvements placed upon the leased premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures which would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(b) Prior to expiration or termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures which remain its property. If Tenant fails to do so, this shall be an abandonment of the property and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required. Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

## 16.3 Holdover.

(a) If Tenant does not vacate the leased premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 150 percent of the rent last paid by Tenant during the original term. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures which Tenant is required to remove under this lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed will substantially interfere with occupancy of the premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(b) If a month-to-month tenancy results from a holdover by Tenant under this paragraph 16.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

## SECTION 17. MISCELLANEOUS

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

17.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

17.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

17.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

17.5 Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 12 percent annum from the date of expenditure by Landlord.

17.6 Recordation. This lease shall not be recorded without the consent in writing of Landlord. Landlord shall execute and acknowledge a memorandum of this lease in a form suitable for recording, and Tenant may record the memorandum.

17.7 Entry For Inspection. Landlord shall have the right to enter upon the premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the premises, or to show the premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the premises notices for leasing or selling of the premises.

17.8 Interest On Rent And Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 12% annually from the due date until paid.

17.9 Proration Of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental period, then the rent shall be

12 COMMERCIAL LEASE

prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

17.10 Clause Paramount. For all claims, demands, suits, actions and proceedings against the Port, of every kind and nature, including without limitation, those sounding in contract or tort or for the breach of warranty, the laws of the State of Oregon shall be, without exception or limitation, binding and controlling law, and damages shall not exceed the amounts set forth in the Oregon Tort Claims Act. Any and all suits, actions and proceedings, of every kind and nature whatsoever, against the Port shall be filed and maintained exclusively in the Circuit or District Court, as appropriate, of the State of Oregon for the County of Curry.

LANDLORD:

By:

Stanley D. Wilbur  
President

By:

Stanley D. Wilbur  
Secretary

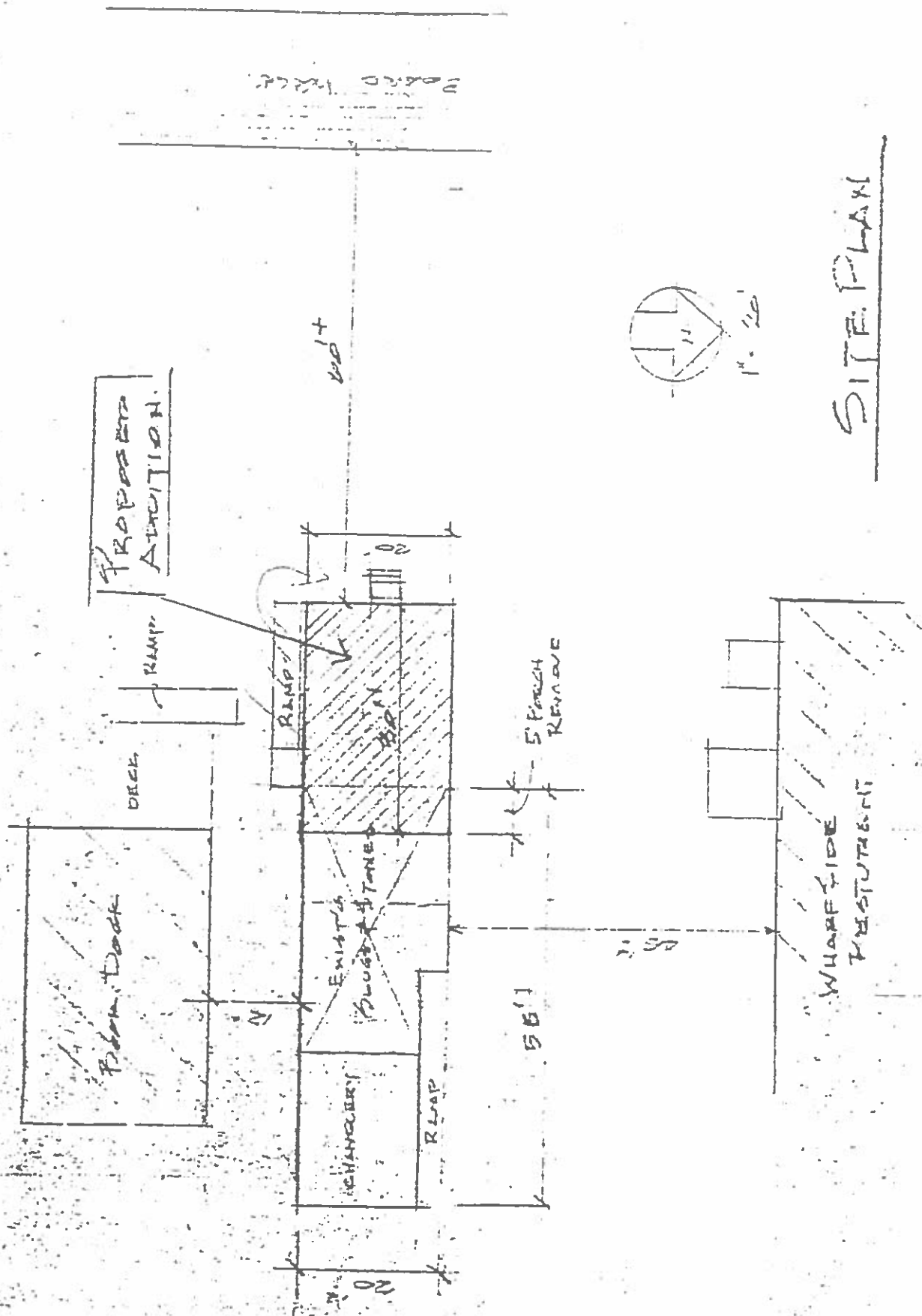
TENANT:

By:

Guillermo Delveria

By:

Willie A. Jones



# SITE PLAN

WORK SHEET

Attached to and made part of a lease dated November 1, 1997 between the Port of Brookings Harbor, Landlord, and Francine P. Silveria and Willa Jones, Tenant.

All work is to be done on the leased premises by the Tenant at the Tenant's expense.

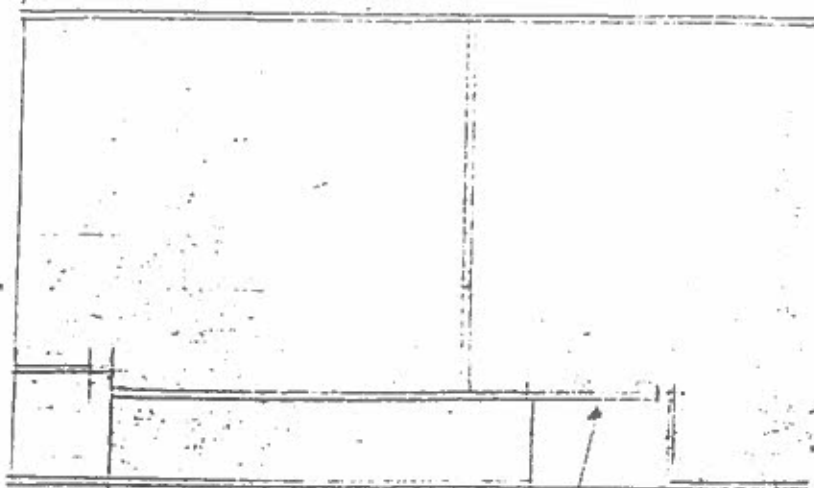
The work shall be commenced [promptly] [as soon as possible] by \_\_\_\_\_, 19\_\_ [subject only to delays caused by factors not within the party's reasonable control].

Tenant shall [shall not] be required upon termination of the lease to remove the alterations and improvements effected by the above work and to restore the premises to the condition which existed before the work was done.

LANDLORD:

TENANT:

Francine P. Silveria  
Willa Jones

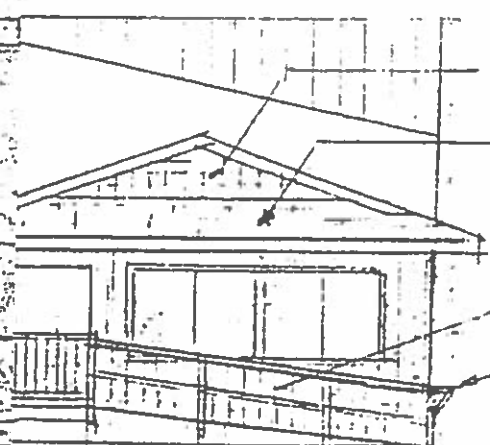
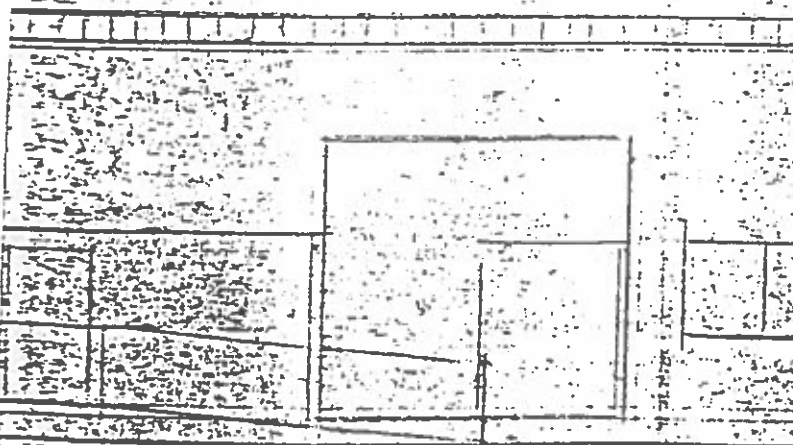


DELIVERY SLIDING DOOR

MAX THRESHOLD

DELIVERY SLIDING DOOR

MAX THRESHOLD



SHINGLES

SHINGLES

SHINGLES

12" LEVE

WEST ELEVATION

H.M. HANSEN  
STRUCTURAL ENGINEER  
92832 TITUS LANE  
BROOKINGS OR 97415  
408-434-4324



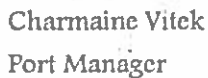
Ted Fitzgerald  
Executive Director



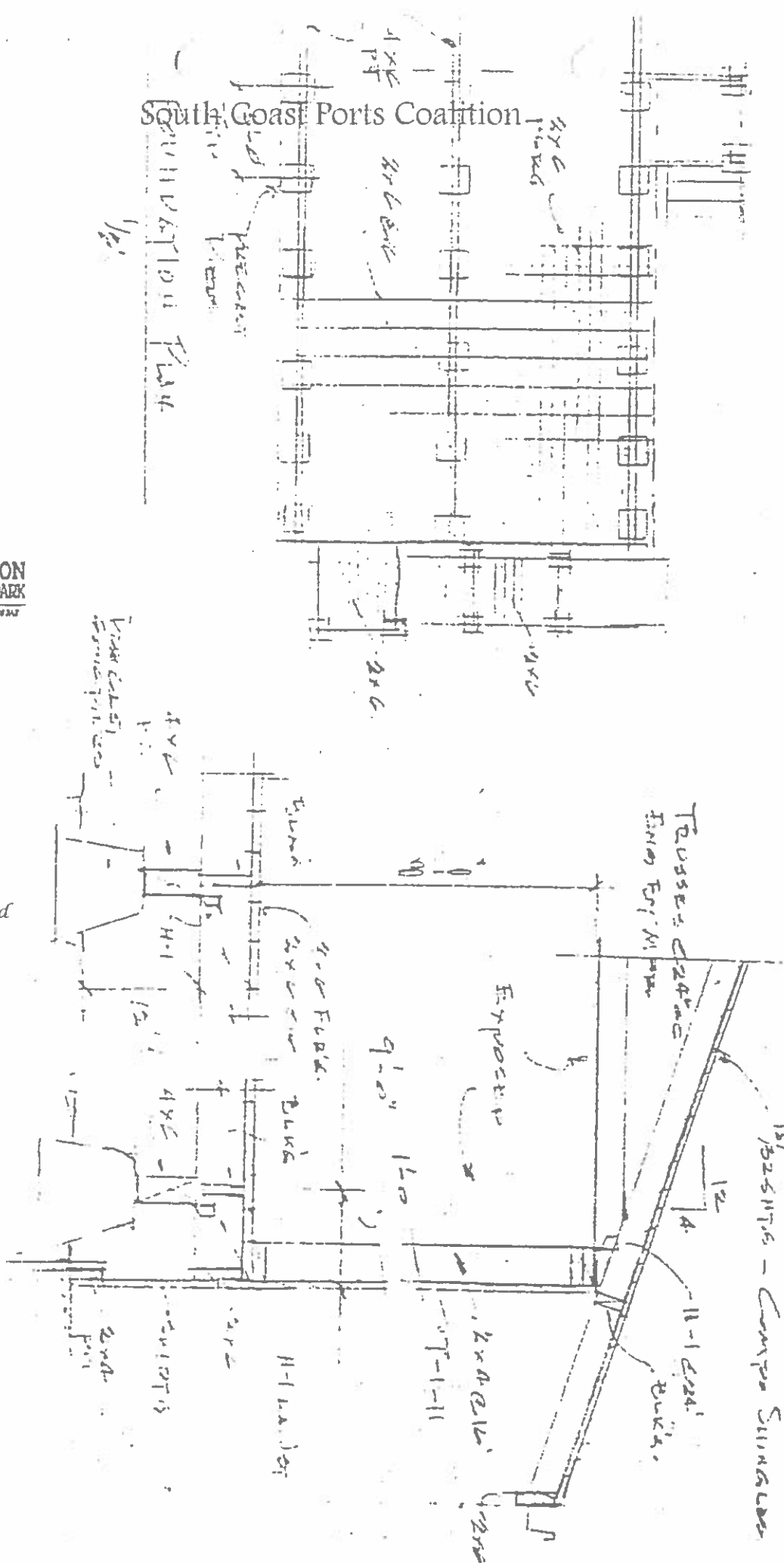
Port of Gold Beach



Port of Port Orford



## South Coast Ports Coalition





## NEW BUSINESS AGENDA ITEM

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**DATE:** *September 19, 2017*  
**RE:** *Procedures for Non-Paying Customers*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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### OVERVIEW

- Please see attached memorandum from Port staff.

### DOCUMENTS

- Removal of Vessel for Non-Payment Checklist, OSMB registered, 1 page
- Removal of Vessel for Non-Payment Checklist, NVDC registered, 1 page
- Removal of Abandoned Vessels Checklist, left on Port property, 1 page
- Public Auction documents, 12 pages
- Flow Chart, 1 page

### COMMISSIONERS ACTION

- Board review, discussion and motion to accept PublicSurplus as the preferred method of auctioning vessels and equipment from non-paying customers.



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MEMORANDUM

TO: Port Manager & Board of Commissioners

FROM: Skylar Windham, Admin. Assistant

SUBJECT: Public Auction

At present, the Port of Brookings Harbor has not established a preferred method of auctioning surplus property, nor property against which the Port claims a lien. For Port staff to complete the lien and foreclosure process, to recoup funds lost due to customer non-payment, it is necessary to select an appropriate course of action for future public auctions.

It makes sense for the Port to create an account with an online auction company, so that the Port may post items for auction, as needed. Oregon State's website (Oregon.gov) provides a list of three online auction companies that specialize in government auctions: PublicSurplus, GovDeals & GSA Auctions.

I have had some experience working with two of these companies.

GSA Auctions, to my knowledge, is the largest of the three and probably has the biggest contracts; I know decommissioned federal vessels are processed through GSA Auctions. My experience dealing with representatives of GSA Auctions is that they are generally quite officious, and I've had difficulty getting information I need from them in a timely manner.

PublicSurplus has the best customer service, in my opinion. Representatives are quick to respond by email and are easy to reach by phone. They are professional and knowledgeable, yet they communicate in a personable manner. Their user interface is easy to navigate. The Port of Astoria uses PublicSurplus.

I have no experience dealing with GovDeals, though when exploring their website to find more information, I found it less intuitive to navigate.

As the Port staff member that primarily handles the seizure and lien processes, it is my recommendation that the Port create an account with PublicSurplus to be used for the sale of surplus items and foreclosure sales. There is no out-of-pocket expense for the Port; the company adds a buyer's premium to the sale of auctioned item. There is no minimum required to post on the site (the Port may auction as few or as many items as needed). PublicSurplus collects payment on the Port's behalf, and then delivers payment by ACH.

Skylar Windham

## Removal of Vessel for Non-Payment Checklist

**For vessels registered with OSMB**

*Keep all documentation of this process within this folder.*

Vessel Owner: \_\_\_\_\_ Vessel Name: \_\_\_\_\_ Reg#: \_\_\_\_\_

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

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

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

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

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

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

### After Sale:

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

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

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

It must show:

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

## Removal of Vessel for Non-Payment Checklist

### For vessels documented with NVDC

*Keep all documentation of this process within this folder.*

Vessel Owner: \_\_\_\_\_ Vessel Name: \_\_\_\_\_ Doc#: \_\_\_\_\_

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

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

**Step 3)** 20 days after the date of the first notice, if no payment has been received, the Port shall seize the chattel. This is when the lien attaches. Send a seizure and claim of lien notice to customer, giving them 30 days before foreclosure: (ORS 87.166)

**Step 4)** Obtain Abstract of Title for the vessel from NVDC. ☐

**Step 5)** File a Notice of Claim of Lien with the NVDC, with a Declaration Supporting Filing of Notice of Claim of Lien. (Only submit to NVDC if registration is current). Send a copy of the Notice of Claim of Lien to the owner of the vessel, and any other party with a lien or mortgage against the vessel (get these names from the Abstract of Title). ☐

**Step 6)** 30 days after seizure and claiming a lien, send a Notice of Foreclosure Sale 30 days prior to the date of the actual sale. The notice must include a description of property to be sold, name of the owner, amount due on lien, the time and place of the sale and name the Port as the claimant. (ORS 87.192) ☐

- A) The notice must be posted at the county courthouse. ☐
- B) The notice must be posted at the Port Office. ☐
- C) The notice must be published in the local newspaper once a week, for 2 successive weeks. ☐

**Step 7)** Draft an affidavit which sets forth the basis of the lien, and outlines the authority of, and all steps taken by, the Port of Brookings Harbor in its right to foreclose upon said lien; include all supporting evidence. Have the affidavit signed by an agent of the Port and then notarized. ☐

#### After Sale:

**Step 8)** Fill out and submit a Satisfaction or Release of Mortgage or Claim of Lien form to the NVDC. ☐

**Step 9)** Provide the buyer with a copy of the following documents:

- A) Bill of Sale ☐
- B) Satisfaction of Release of Mortgage or Claim of Lien form ☐
- C) Affidavit of Foreclosure of Possessory Lien ☐

**Step 10)** If it has a fair market share of more than \$1,000, a statement of account must be filed with county recording officer. (87.202) ☐

It must show:

- Amount of lien claim and the cost of foreclosing the lien
- A copy of the notice of foreclosure sale
- The amount received for the chattel sold at the sale
- That the Port received said amount for sale of chattel.

## Removal of Abandoned Vessels Checklist

### For vessels left abandoned on Port property

*Keep all documentation of this process within this folder. Note: If an abandoned vessel presents a hazard to navigation or an imminent threat to public safety or health, the Port may seize the vessel immediately, without notice.*

Vessel Description: \_\_\_\_\_ Vessel Name: \_\_\_\_\_ Reg#: \_\_\_\_\_

**Step 1)** Identify abandoned vessel, left without authorization on Port property. ☐

**Step 2)** 10 days before seizing the vessel, the Port must notify the last registered owner of the vessel as recorded in OSMB or NVDC records. **The notice must include all details listed under ORS 830.918.**

- Be sure notice includes all details from ORS 830.918 ☐
- Attach notice to the vessel & take a photo ☐
- Mail it via certified mail to last registered owner & anyone believed to be the owner ☐

**Step 3)** 10 days after the first notice, if the Port has not received correspondence from the vessel owner, and the vessel has not been removed from Port property, the Port shall:

- Seize the vessel ☐
- Post a seizure notice on the vessel that indicates that the vessel has been seized, giving the name, address and phone number of the enforcement agency ☐ (ORS 830.928)

**Step 4)** No later than 7 days after seizing the vessel, the Port shall:

- Post a notice on the Port's website ☐
- Mail a copy of the notice by certified mail to the last known registered owners or anyone believed to be the owner ☐
- The notice must allow 30 days for the owner to pay the cost of salvage, towing and storage, before the title vests in the Port. **The notice must include all details listed under ORS 830.931** ☐

*Please note: The owner of the vessel may regain possession of the vessel before the end of the 30 day period, by paying all costs incurred for salvaging, towing and storage AND moving the vessel to a place where it can be lawfully kept.*

**Step 5)** If 30 days have passed since the last seizure letter, and the Port has not received payment in full for the costs incurred, nor received correspondence from vessel owner, the title of the vessel and all property found in the vessel, vests in the Port. The Port may then sell or dispose of the vessel and property. (ORS 830.933)

**Step 6)** Draft an affidavit which sets forth the basis of the Port's right to ownership. The affidavit must outline all steps taken by the Port of Brookings Harbor, per Oregon statutes, and include copies of all supporting evidence which prove compliance with the aforementioned steps. Have the affidavit signed by an agent of the Port and then notarized. ☐

### After Sale:

**Step 7)** Upon the sale of the vessel, provide the buyer with a copy of the following documents:

- Bill of Sale ☐
- Affidavit for Seizure of Abandoned Vessel ☐

:

## Online auctions

Click an image to view items up for bid.

(<http://www.publicsurplus.com/sms/state,or/list/current?orgid=202854>) 

(<http://www.publicsurplus.com/sms/state,or/list/current?orgid=202854>)

(<http://www.publicsurplus.com/sms/state,or/list/current?orgid=202854>)

 ([https://www.govdeals.com/index.cfm?](https://www.govdeals.com/index.cfm?fa=Main.AdvSearchResultsNew&searchPg=Classic&inv_num=&category=00&kWord=&kWordSelect=2&sortBy=ad&agency=5859&state=&country=&locID=&t)  
A LIQUIDITY SERVICES MARKETPLACE

[fa=Main.AdvSearchResultsNew&searchPg=Location&inv\\_num=&category=00&kWord=&kWordSelect=2&sortBy=ad&agency=5859&state=&country=&locID=:](https://www.govdeals.com/index.cfm?fa=Main.AdvSearchResultsNew&searchPg=Location&inv_num=&category=00&kWord=&kWordSelect=2&sortBy=ad&agency=5859&state=&country=&locID=:)

([https://www.govdeals.com/index.cfm?](https://www.govdeals.com/index.cfm?fa=Main.AdvSearchResultsNew&searchPg=Location&inv_num=&category=00&kWord=&kWordSelect=2&sortBy=ad&agency=5859&state=&country=&locID=:)

[fa=Main.AdvSearchResultsNew&searchPg=Location&inv\\_num=&category=00&kWord=&kWordSelect=2&sortBy=ad&agency=5859&state=&country=&locID=:](https://www.govdeals.com/index.cfm?fa=Main.AdvSearchResultsNew&searchPg=Location&inv_num=&category=00&kWord=&kWordSelect=2&sortBy=ad&agency=5859&state=&country=&locID=:)

([https://www.govdeals.com/index.cfm?](https://www.govdeals.com/index.cfm?fa=Main.AdvSearchResultsNew&searchPg=Location&inv_num=&category=00&kWord=&kWordSelect=2&sortBy=ad&agency=5859&state=&country=&locID=:)

[fa=Main.AdvSearchResultsNew&searchPg=Location&inv\\_num=&category=00&kWord=&kWordSelect=2&sortBy=ad&agency=5859&state=&country=&locID=:](https://www.govdeals.com/index.cfm?fa=Main.AdvSearchResultsNew&searchPg=Location&inv_num=&category=00&kWord=&kWordSelect=2&sortBy=ad&agency=5859&state=&country=&locID=:)

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[fa=Main.AdvSearchResultsNew&searchPg=Location&inv\\_num=&category=00&kWord=&kWordSelect=2&sortBy=ad&agency=5859&state=&country=&locID=:](https://www.govdeals.com/index.cfm?fa=Main.AdvSearchResultsNew&searchPg=Location&inv_num=&category=00&kWord=&kWordSelect=2&sortBy=ad&agency=5859&state=&country=&locID=:)

 (<http://gsaauctions.gov/gsaauctions/gsaauctions/>)  
a GovSales.gov partner

(<http://gsaauctions.gov/gsaauctions/gsaauctions/>)

(<http://gsaauctions.gov/gsaauctions/gsaauctions/>)

Please note:

- There may not be current active auctions on all sites at all times.
- If the above links do not take you to directly to a state of Oregon auction page, simply search by location and select "Oregon".
- Not all auctions are held at a single location. Please be certain of the location of the item before placing a bid on an item.
- Potential bidders will need to be registered with the individual auction providers to be able to bid on items on that respective auction site.

## Resources

- Register to bid on Public Surplus here (<http://www.publicsurplus.com/sms/state,or/register/user>)
- Register to bid on GovDeals here (<https://www.govdeals.com/register/>)
- Read instructions on registering to bid on GSAAuctions here (</das/Surplus/Documents/GSAAuctions.pdf>)

## Technical assistance

Public Surplus

Call 800-591-5546, then '0' for the operator.

GovDeals

Call 800-613-0156, ext 1.



[Home](#)

## About GSA Auctions

The General Services Administration (GSA) has a history of pioneering electronic solutions for streamlining and enhancing the management of excess and surplus Federal assets. GSA continued the transformation of the Federal disposal process throughout the late 1990s with the introduction and subsequent refinement of the Federal Disposal System, a centralized electronic clearinghouse for reporting and transferring excess/surplus personal property within the Federal community and among eligible donees.

The GSA Auctions website ([www.gsaauctions.gov](http://www.gsaauctions.gov)) has been developed to complete GSA's transformation to an all-electronic asset management system. The site offers the general public the opportunity to bid electronically on a wide array of Federal assets. The auctions are completely web-enabled, allowing all registered participants to bid on a single item or multiple items (lots) within specified timeframes.

GSA Auctions offers Federal personal property assets ranging from commonplace items (such as office equipment and furniture) to more select products like scientific equipment, heavy machinery, airplanes, vessels and vehicles. GSA Auctions online capabilities allow GSA to offer assets located across the country to any interested buyer, regardless of location.

Participants may choose to browse items that are offered on this site or may choose to search for items and place bids. In order to place a bid(s), participants must register first. To register, please go to the GSA Auctions homepage and click on register.

## Registration

To register, you must first assign yourself a username and password. Then you will be asked to read and agree to the Online Sale Terms and Conditions. Please note: GSA reserves the right to change the Online Sale Terms and Conditions. You should periodically review these terms and conditions for possible changes.

Once you agree to the Online Sales Terms and Conditions, you will complete the registration process. The way you register will determine how your information is displayed on your paperwork. Either your name and address, or your name, company name and address entered must be completed as you wish it to appear on all subsequent paperwork. You can only select one option to indicate registering as an individual or company. Changes will not be permitted after award. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, The Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN).

The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions does not automatically charge credit cards on file, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card payments can be made via GSA Auctions from the "My Summary" page utilizing the "Trades" feature. Online payments are processed by Pay.Gov™, which is a secure government-wide payment collection portal and transaction engine created and managed by the U.S. Department of Treasury's Financial Management Service.

## Trader Menu

After registration, users, also known as "Traders," are permitted to participate in online auctions. The Trader menu provides you with the capability to browse and place bids, track items of interest, follow auctions where bids have been placed; pay for items; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions also provides you with up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

## Bidder (Trader) Status

If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. **Bids cannot be lowered or canceled.**

Proxy bidding is the ability to submit the maximum amount that you are willing to pay for an item and to allow the system to incrementally bid on your behalf up to the maximum amount entered. A flat bid is the lowest (minimum) bid that you can place. Any increase or counteroffer of bidding using the flat bid method must be manually submitted by the bidder. You may replace your proxy bid limit with a higher or lower proxy bid limit provided that the amount is greater than or equal to the minimum bid required by the system. The minimum bid is the current winning bid plus the amount of the bid increment.

If you are the winning bidder, you will be contacted by email and be responsible for contacting the regional sales office within 2 business days from the date and time the email notification was sent to you to make payment.

## Payment and Removal

Payment is restricted to the following instruments: U.S. currency (no greater than \$10,000); bank cashier's check; credit union cashier's check issued by a Federal or State chartered Credit Union; U.S. Postal Service or commercial money order; travelers' checks; properly endorsed United States Federal, State, or local government checks; Personal or company checks accompanied by a bank letter of guarantee; MasterCard, Visa, Discover/Novus, and American Express processed manually or on-line through the Department of Treasury's Pay.Gov™. Certified checks, bank drafts and debit cards with dollar limitations and/or requiring a PIN number, are NOT acceptable. All checks and money orders must be made payable to the General Services Administration.

If you are paying by personal or company check, the check will only be accepted when accompanied by a bank letter guaranteeing payment. This letter must be on bank letterhead and must state (1) that payment is guaranteed, (2) that the guarantee is valid for 30 days after the bid opening date, and (3) that the guarantee covers the purchase of U.S. Government personal property only. The letter must be dated, include the bidder's name, the amount the guarantee is for, date of sale and signed by a bank official authorized to guarantee payment.

If items are not paid for within 2 business days from the date and time the email notification was sent and removed within 10 business days from the date and time the email notification was sent, you may be placed in default status.

## Defaulted Bidders

Please carefully examine your bid before submitting a proposal to GSA Auctions. You will be notified via mail or email message of your "Default" status, and you could possibly be faced with additional financial obligations beyond the finalized award amount. It is your responsibility to clear your debt. If you fail to clear your default, you will not have access to participate in the bidding process at GSA Auctions or other GSA, Property Management sales until your debt has been cured. Please contact your local GSA Regional Sales Office for assistance.

## Forgotten Passwords

If you forget your GSA Auctions password, it is not necessary for you to contact GSA. Instead, a Login Help link is provided on the login page. You must click on the link, enter your User Name, City, and respond to your Personal Clue questions that you provided during registration. You are given three chances to correctly enter your User Name, City, and answer your Personal Clue question.

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If all of the information is correct, GSA Auctions will prompt you to enter a new password and verify your new password. You will gain immediate access to browse and place bids.

## Support

Whether entering the Trader screens to browse or to place bids, the easy-to-use HELP Menus will assist you with definitions and procedures.

If you have any questions or comments, please feel free to email GSA at [GSAAuctionsHelp@gsa.gov](mailto:GSAAuctionsHelp@gsa.gov).

## Who Are We?

GSA is the "business side" of the U.S. Government. It was established over 50 years ago by President Truman on July 1, 1949, by Section 101 of the Federal Property and Administrative Services Act as a result of a recommendation by the Hoover Presidential commission. We provide business leadership and expertly managed services, and solutions, at the best value, to enable Federal employees to accomplish their missions.

The items displayed on GSA Auctions have been purchased with Federal tax dollars. While using GSA Auctions®, please keep in mind that our goal is to protect the government's interest - for all U.S. taxpayers. All bids and/or transactions will be handled in a serious professional manner.

[Click here if you have questions about GSA Auctions Online](#)

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[FAQ](#)

[Sales Abbreviations](#)

[Payment Options](#)

[RSS](#)

[System Status](#)

[Federal Acquisition Service](#)

[GSA Fleet Vehicle Sales](#)

[GSA Surplus Sales](#)

[Real Property Disposal](#)

[Public Buildings Service](#)

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## Getting Started with Public Surplus - Collection Services

2 messages

Daphne Massouras <daphnemassouras@thepublicgroup.com>  
Reply-To: Daphne Massouras <daphnemassouras@thepublicgroup.com>  
To: Skylar Windham <info@portofbrookingsharbor.com>  
Cc: info@portofbrookingsharbor.com

Thu, Sep 7, 2017 at 9:01 AM

Dear Skylar,

Welcome to Public Surplus! For your convenience in using our system, I have sent the necessary steps to begin listing items on Public Surplus in this email.

1. We have included a sample **Standard Disclaimers** for your review. You can re-word it according to your agency's needs. Just email me your final or modified version. *It is important to set forth some guidelines for the bidders to follow that will protect your agency legally. The disclaimer should be brief and is limited to 1500 words. These disclaimers will be added to our system and will show up on each of your auctions.*

2. We have also included a sample **Terms and Conditions** document that you will need to modify according to your agency's needs. When finished, please email me the modified version. *The Terms and Conditions document will be more extensive and detailed, touching on many of the same things as the disclaimer. Our system will not record a bid until the bidder has read and accepted the Terms and Conditions with their legally binding digital signature.*

3. We have included a sample **Payment and Pickup Procedures** document. When modified, according to your agency's needs, email me the modified version. *The Payment and Pickup Procedures will be added to the Notice of Award email that is automatically sent to each winning bidder as a reminder of your payment and pick-up procedures along with any other special instructions you may have.*

4. We will send your payment collections proceeds via **ACH**. After the Billing Cycle closes we will process the ACH payment. You will receive payment within two business days after we submit the ACH. This will help you avoid the hassle of waiting for payment in the mail as well as depositing the check. This will save you time, money and manpower. Please fill out the ACH Payment enrollment form and get it back to us prior to us sending you your first payment.

5. If you need to collect **sales tax**, please send me your agency's tax rate so that our system can automatically add the tax amount to the winning bid. Failure to add this will result in the tax not being calculated during bidding and the buyers won't include it in their payment.

Done ✓ 6. It is important to associate your **logo** with your auctions. Please email me a copy of your logo in either JPEG or GIF format. A logo provides an official and professional look to your auctions and is a great branding opportunity.

7. In the meantime, you can begin collecting descriptions and pictures of your first auction items. I have attached some sample documents that you might find useful in this process. Once that information is collected, it will be very easy to enter in each auction on the system.

8. It is important to keep the local community involved in your auctions. This will help with the success of many of your smaller and more common items. The cheapest and most effective means for doing this is putting a link to Public Surplus on your home page or purchasing page. You may also want to place an advertisement in your local paper.

9. When you feel you are nearly ready to list items, we will schedule a brief training session to discuss tips and strategies for using our site. We are happy to provide as much training as needed to assist you. You are welcome to invite anyone who will be using the system to participate.

Please feel free to contact me with any questions you may have.

Sincerely,

Daphne Massouras  
The Public Group  
PH: 1-801-932-7000 ext.499  
daphnemassouras@thepublicgroup.com

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## Auction Payment and Pick-Up Procedure

Congratulations on your winning bid. *Port of Brookings Harbor* appreciates your participation in our auction. Listed below are the instructions for payment and pick-up.

### Payment

- PayMac, a third-party payment processing company, receives and processes ALL payments for *Port of Brookings Harbor*.

Payment may only be made online by credit card, or by wire transfer. **NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED!**

If you choose to pay with a credit card, please follow the instructions below. The credit card limit per transaction is \$4,000.00. For payments larger than this amount, follow the instructions listed under Wire Transfers.

### Sales Tax

Applicable sales tax will be added to the amount due unless the buyer has provided a valid tax-exempt certificate to *Port of Brookings Harbor* prior to payment.

### Partial Payments

There will be NO partial payments allowed for an auction. All auctions must be paid in full by the specified payment process. For example, you WILL NOT be able to pay partially for an auction by Credit Card and pay the remainder by another payment method, such as a wire transfer.

### Credit Cards

Login to the Public Surplus site. Click on "My Stuff" and then click on "Past Bids". Click on the description of the auction and then click on "Pay Online" link located on the right hand side of the screen. Follow the steps to complete the transaction. A receipt will be emailed to you once the payment has cleared.

### Wire Transfers

For payments over \$4,000.00, a Wire Transfer is required. If you need to do a wire transfer please email support at [buyersupport@publicsurplus.com](mailto:buyersupport@publicsurplus.com) asking for wire instructions or request the instructions via live chat. These instructions will be emailed to you. You can also find these instructions online under the "Help" tab when logged in and then selecting the "Wire Transfers" category. Please follow them exactly to allow for prompt payment. **Wire transfer can take up to 2 business days to be received and posted. Do not attempt to pick-up your item until you have received notification that the wire transfer has been received.**

### Pick-Up Procedures

1. You will be notified upon receipt of payment. You may then contact the responsible party listed for the auction item and arrange for a mutually convenient pick-up time. Be sure to bring with you to the pick-up location (1) the "Notice of Award," (2) the "Paid Receipt" and (3) personal identification (such as a Driver's License). **You must present all three identification items at the scheduled pick-up, or the auction item(s) will not be released to you.**

2. If you are picking up an item for someone else, you will need all of the items listed in #1 (photo copies are acceptable), plus a note from the designated "winning bidder" specifically naming you as authorized representative, along with your own identification. In addition, you must arrange for the winning bidder to send an e-mail from the winning bidder's e-mail address used for the auction stating that you are authorized to pick-up the item.

#### Removal

Buyer must remove auction item(s) from the agency's premises **within ten (10) business days** after the time and date of issuance of the Notice of Award. If the Buyer, after making payment for an item, fails to remove the item within the specified time, the agency reserves the right (1) to retain all payments; and (2) to dispose of the item through another auction or otherwise. Successful bidders are responsible for packing, loading, removing and transporting of all property awarded to them from the place where the property is located as indicated on the website and in the Notice of Award. The Buyer must make all arrangements and perform all work necessary, including packing, loading and transporting of the property. Under no circumstances will *Port of Brookings Harbor* assume responsibility for packing, loading or transporting.

## AGENCY ONLINE SALES TERMS AND CONDITIONS

**Contract.** An award of sale is a contract between the winning bidder and *Port of Brookings Harbor* upon the terms and conditions set forth herein. *Port of Brookings Harbor* may pursue all legal remedies allowed by law against any bidder who fails to make payment for a winning bid.

**Guarantee Waiver.** All property is offered for sale as-is, where-is. Port of Brookings Harbor makes no warranty, guaranty or representation of any kind, expressed or implied, as to the condition, usability, value, merchantability, authenticity, or fitness for any purpose of the property offered for sale. Some or all items may have been declared unsafe in their present condition by a federal or state safety standard. Buyers should inspect and, if necessary, repair/test all items prior to any use. Buyer is not entitled to any payment for loss of profit or any other money damages, including but not limited to special, direct, indirect, or consequential damages.

**Description Warranty.** Port of Brookings Harbor warrants to the Buyer that the property offered for sale will conform to its description. Any claim for mis-description must be made prior to removal of the property. If Port of Brookings Harbor confirms that the property does not conform to the description, Port of Brookings Harbor will keep the property and refund any money paid. The liability of Port of Brookings Harbor shall not exceed the actual purchase price of the property. Please note that upon removal of the property, all sales are final.

**OR**

**No Description Warranty.** Port of Brookings Harbor is not responsible for any omissions or errors in description of items being offered for sale. It shall be the bidder's responsibility to inspect and satisfy him or herself as to the details and conditions of the item offered before entering a bid. The Agency does not attest to the authenticity of any item.

**Inspection.** Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description or contact the person listed to schedule an inspection.

**Indemnification.** Bidder agrees for and on behalf of bidder, bidder's heirs, successors and assigns that bidder shall indemnify and hold Port of Brookings Harbor harmless from and against any claim, demand or cause of action arising or alleged to have arisen out of the sale or failure to sell any item of surplus property including claims for personal or bodily injury, death or contract damages.

**Consideration of Bid.** Port of Brookings Harbor reserves the right to reject any and all bids and to withdraw from sale any of the items listed before a notice of award is delivered.

**Reserve Requirement.** If there is a reserve requirement and the reserve price is not met by the close of bidding, *Port of Brookings Harbor* reserves the right to sell the auction

item to the next highest bidder, relist the item for auction, or otherwise dispose of the item at *Port of Brookings Harbor's* discretion.

**Notice of Award.** Successful bidders will receive a Notice of Award by email from PublicSurplus.com

**Payment.** Public Processing, LLC, a third-party payment processing company, receives all payments for **Port of Brookings Harbor**. Payment for an awarded item must be received **within five (5) business days** after the date of the Notice of Award of the successful bid.

Payment may only be made online by credit card, or by wire transfer. **NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED.** If you choose to pay with a credit card, please follow the instructions below. The credit card limit per transaction is \$4,000.00. For payments larger than this amount, follow the instructions listed under Wire Transfers.

**Payment by Credit Card**

Login to the Public Surplus site. Click on the **My Stuff** link and then click on the **Past Bids** link. Click on the description of the auction and then click on the **Pay Online** link located on the right hand side of the screen. Follow the steps to complete the transaction. A receipt will be emailed to you once the payment has cleared.

**Partial Payment**

There will be **NO** partial payments allowed for an auction. All auctions must be paid in full according to the specified payment process. For example, you **WILL NOT** be able to partially pay for an auction by Credit Card and pay the remainder by another payment method, such as a wire transfer. All credit card payments must be made using a single credit card.

**Wire Transfers**

For payments over \$4,000.00, a Wire Transfer is required. If you need to do a wire transfer, please email support at [buyersupport@publicsurplus.com](mailto:buyersupport@publicsurplus.com) and ask for wire instructions or request the instructions via live chat. These instructions will be emailed to you. Please follow them exactly to ensure prompt payment.

**Pick-Up and Third Party Pick-Up Procedures**

1. Upon receipt of payment, You will be notified by email sent to the address You provided at registration with Publicsurplus.com. You may then contact **Port of Brookings Harbor** and arrange for a mutually convenient pick-up time. You must bring to the pick-up location (1) the Notice of Award, (2) the Paid Receipt and (3) personal picture identification (such as a Driver License). You must present all three identification items at the scheduled pick-up, or the auction item(s) will not be released to you.
2. If you are picking up an item for someone else, you will need to bring the Notice of Award and the Paid Receipt (photo copies are acceptable), plus a note from the designated winning bidder specifically naming you as authorized representative, along with your own personal picture identification. In addition, you must arrange for the winning bidder to send an e-mail from the winning bidder e-mail address used for the auction, stating that you are authorized to pick-up the item.

**Shipping.** We cannot ship any item(s). However, you may contact a local carrier of your choice to pick-up, package, and ship your item(s) for you. It will be your responsibility to follow the Third-Party Pick-Up Procedures above to ensure that your item is released.

**Bid Deposits.** **Port of Brookings Harbor** may require bid deposits in order to ensure fairness to all bidders. The deposit will be reversed if no default occurs or the bidder does not win the auction. The deposit will be retained if the winning bidder defaults.

**Buyer Premium.** A Buyer Premium of **10.5%** will be added to the final sale price with a \$1 minimum charge per auction to collect payment. The premium will be visible during the bidding process and will be included in the payment required.

**State/Local Sales and/or Use Tax.** **Port of Brookings Harbor** may collect sales tax, unless the Buyer has provided a valid tax-exempt certificate to **Port of Brookings Harbor** prior to payment. If applicable, the sales tax will be visible during the bidding process and will be included in the payment specified.

**Removal.** Buyer must remove auction item(s) from the agency premises **within ten (10) business days** after the time and date of issuance of the Notice of Award. If the Buyer, after making payment for an item, fails to remove the item within the specified time, the agency reserves the right (1) to retain all payments; and (2) to dispose of the item through another auction or otherwise. Successful bidders are responsible for packing, loading, removing and transporting all property awarded to them from the place where the property is located as indicated on the website and in the Notice of Award. The Buyer must make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Port of Brookings Harbor** assume responsibility for packing, loading or transporting auction item(s). Buyer shall be liable to and reimburse **Port of Brookings Harbor** for any damage to **Port of Brookings Harbor's property caused by Buyer's or Buyer Agent's removal of auction item(s) from the premises.** No maintenance may be performed on **Port of Brookings Harbor** property. For additional information, please contact **Contact Name, (123) 456-7890, email@agency.com.**

**Abandonment of Item.** Auction items paid for but not picked up within the specified time will be stored for 15 days from the last date of available pickup. **Port of Brookings Harbor** will charge a storage fee of \$ per day during this time, which must be paid by Buyer before the item will be released. At the expiration of the 15 day period, the item will be deemed abandoned and may be auctioned again to pay the storage fee. Any amount received in excess of the storage fee will be retained by **Port of Brookings Harbor** as payment for additional efforts to dispose of the item.

**Risk of Loss.** In the event an auction item is lost or destroyed after a notice of award has been sent but prior to removal, and to the extent such loss or destruction is not caused by the buyer, or buyer's agent or employee, **Port of Brookings Harbor** will refund any money paid. The liability of **Port of Brookings Harbor** shall not exceed the actual purchase price of the property.

**Vehicle Titles.** Port of Brookings Harbor will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. Port of Brookings Harbor will not issue replacement titles.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the bid contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, Port of Brookings Harbor may retain Buyer's bid deposit and exercise such rights and pursue such remedies as are provided by law.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees that the bidder has read, fully understood, and accepted these Terms and Conditions of Online Sales, and agrees to pay for and remove the property, if the bid is accepted, by the dates and times specified.

**\*THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE\***

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4 attachments

 **ACH Payment Enrollment Form.pdf**  
72K

 **Brookings Agency to Buyer Payment & Pickup Procedures - PS Collection Service PayMac.docx**  
7K

 **Brookings PS Standard Disclaimers.docx**  
6K

 **Brookings PS Agency to Buyer Sample T&C's .docx**  
11K

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**Port Office** <info@portofbrookingsharbor.com>  
To: Daphne Massouras <daphnemassouras@thepublicgroup.com>

Thu, Sep 7, 2017 at 9:02 AM

Please find the attached logo. Thanks!

[Quoted text hidden]

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**Port of Brookings-Harbor**

**P: (541) 469-2218**

**F: (541) 469-0672**



**port logo vertical.jpg**  
92K



# Public | Surplus.

P.O. Box 50676 Provo, UT 84605  
PH: 801-932-7000 FX: 801-932-7001  
[accounting@thepublicgroup.com](mailto:accounting@thepublicgroup.com)

## ACH Payment Enrollment Form

Payee/Agency Information (To be Completed by Account Receivable Department)			
Agency Name:		Tax ID Number:	
Address:		Email Address:	
Contact Name:		Title:	
<b>Payee Certification:</b> In signing this form, I authorize payments from The Public Group, DBA Public Surplus to be sent to the financial institution named below and deposited to the designated account. This authorization is effective until terminated by this Department or the agency named above. If terminated by the agency, we must be notified 30 days before the termination date.			
Print Name:	Signature of Agency Representative:	Telephone Number:	Date:
Account Information			
Type of Account: <input type="checkbox"/> Savings <input type="checkbox"/> Checking			
Routing Transit Number:		Account Number:	

# Voided Check



# Port of Brookings Harbor

A Special District of the State of Oregon

## Procedure for Non-paying Customers

